



**CITY OF CORNING
CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, DECEMBER 12, 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 lilinet@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: 6:00 p.m.

B. ROLL CALL:

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

The **Brown Act** requires that the Council provide the opportunity for 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. Public Employment (Pursuant to Government Code § 54957)
Title: City Manager**

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



**CITY OF CORNING
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A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

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

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

D. INVOCATION: Led by Councilor Hargens.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, AND PRESENTATIONS:

1. **Employee Service Year Awards for 2023:** The following employees/consultants were recognized on December 1st for their years of faithful and dedicated service to the City of Corning:

Collin Bogener, City Attorney	5 years
Robin Kampmann, City Engineer/Public Works Consultant	5 years
Mary Brimm, Accounting Manager	16 years
Chris Demo, Public Works Mechanic	20 years
Brett White, Public Works Equipment Operator	10 years
Dom Rios, Public Works Maintenance Worker	5 years
Daymon Schlereth, Fire Dispatcher	20 years
Troy Mura, Fire Dispatcher	15 years
Dannette Ross, Police Officer	5 years
Ashley Knight, Police Records/Communications Supervisor	10 years
Paris Fountain, Police Dispatcher	5 years

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

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

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

3. **Approve the Minutes of the November 28, 2023 City Council Closed Session and Regular Meetings with any necessary corrections.**

4. **December 7, 2023 Claim Warrant in the amount of \$409,938.67.**

5. **December 7, 2023 Business License Report.**

6. **November 2023 Wages & Salaries: \$646,763.78.**

7. **November 2023 Treasurer's Report.**

8. **November 2023 Building Permit Valuation Report in the amount of \$222,857.**

9. **November 2023 City of Corning Wastewater Operations Summary Report.**

10. **Authorize payment of Progress Payment No. 1, to North State Painting in the amount of \$73,350.25 for the City of Corning Awning Grant Program, DIR Project #471993.**

11. **Authorize payment of Invoice #5 to Builder Solutions, Inc. in the amount of \$25,168.71 for the West Street School Connectivity Project.**

12. **Authorize payment of Invoice #5 to Builder Solutions, Inc. in the amount of \$51,698.93 for the Olive View School Connectivity Project.**

13. **Authorize payment of invoice #22022 to COAR Design Group in the amount of \$16,447.20 for the Corning City Plaza and Recreation Center Project.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

14. **Discuss and Adopt proposed the following:**

a. **General Plan Amendment 2023-01 to change the land use designation on affected parcels from C-Commercial to PM-Public/Municipal, APN's: 071-136-001 through 071-136-011, and 071-134-008;**

b. **Rezone 2023-01 to change zoning on affected parcels from C-2 (Central Business District Commercial) to P-Q (Public or Quasi-Public District), APN's: 071-136-001 through 071-136-011, and 071-134-008;**

- c. Conditional Use Permit 2023-320 to permit the use of the affected parcels from the purposes of a Recreation Center (APN's: 071-136-001 through 071-136-011) and/or Municipal Parking Lot (APN 071-134-008 only);
 - d. Parcel Merger 2023-03 to merge 11 existing lots/parcels into one (1) parcel pursuant to Corning Municipal Code Chapter 16.36 (APN's 071-136-01 through 071-136-011 only).; and
 - e. Resolution 12-12-2023-01 to vacate the existing alley located in Block 136 (block between Solano and Marin Street and 3rd and 4th Street) maintaining a perpetual utility easement. **(This item is being pulled for presentation/action in January.)**
15. Tentative Parcel May 2023-03 – Margaret Oliveria; to divide an approximately 16.7-acre lot currently separated by Interstate 5 into two (2) separate parcels. The existing parcel is located on the west side of Highway 99W just north of the Highway 99W/Loleta Ave. Intersection. APN: 069-205-015.

J. REGULAR AGENDA:

- 16. Award Contract to PLACEWORKS to assist with the State required 7th Cycle Housing Element Update, authorize City Manager to sign the Contract, and approve General Fund Appropriation up to \$77,700 to fund contract.
- 17. Approve City sponsorship and associated Agreement with employee Sarah Herrera to attend the Law Enforcement Police Academy and to continue her current salary while attending the Academy.
- 18. Consideration and adoption of Interim Urgency Ordinance 706, an Ordinance establishing a temporary moratorium on the approval of Permits for Mobile Food Trucks.

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: THURSDAY, DECEMBER 7, 2023



**CITY OF CORNING
CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, NOVEMBER 28, 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.

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

C. PUBLIC COMMENTS: None.

D. REGULAR AGENDA:

- 1. Public Employment (Pursuant to Government Code § 54957)
Title: City Manager**

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 6:30 p.m. Mayor Snow stated that there are no reportable actions.



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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 Pastor Turnes from New Life Assembly Church.

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

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Tim Ross: Spoke in support of former Police Chief Jeremiah Fears and stated he hopes the issue will be handled quickly.

Robert Towne: As former Police Chief Jeremiah Fear's brother-in-law, he spoke in support of him and stated he feels Chief Fears deserves better.

Dawn Ross: Spoke in support of former Police Chief Fears and stated she felt the situation could have been handled better.

Audience Member: Stated his concern about people being harassed. He stated that he has spoken to former Chief Fears about it, and he trusts him.

Audience Member: Spoke of his concern regarding the openness of what is taking place.

Audience Member: Spoke of her concern regarding what is happening and requested that the City Council put out a statement that is more transparent that would stop the gossiping. She also stated she hoped the Council would reexamine the actions taken towards former Chief Fears in consideration of his years of service to the City of Corning.

Mayor Snow provided the following statement. We understand a lot of members of the community have questions regarding the departure of Chief Fears. This is a confidential personnel matter. We understand that change is hard, but we, as the Council, believe this is in the best interest of the City of Corning. We fully support this administrative change and look forward to the positive steps going forward. We thank Chief Fears for his service to the community and also thank interim Chief Bassett for helping us out as we move forward.

City Manager Brant Mesker responded to some of the rumors regarding police staffing levels stating that the Police Department is currently able to fully staff all dispatch and patrol shifts along with one School Resource Officer at the High School. There is currently no deterrent to the safety of the City or its citizens.

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 November 14, 2024 City Council Regular Meeting with any necessary corrections.
3. November 22, 2023 Claim Warrant in the amount of \$349,652.58.
4. November 22, 2023 Business License Report.

Councilor Valerio moved to approve consent items 1-4; Councilor Hargens seconded the motion.

Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. **Absent/Abstain/Opposed:** None. Motion was approved by a 5-0 vote.

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

5. Seek Council approval of an exemption to allow property owner to remove a palm tree at 503 4th Street.

Presented by City Public Works Consultant/City Engineer Robin Kampmann who stated that homeowner Debbie Jones has requested the removal of a palm tree in front of her home located at 503 4th Street because it blocks her driveway and impedes visibility while parking/backing out into the street. Allowing the removal will allow safe access and backing out of her property owners. She stated that Staff recommends approval of an exemption to the City's general practice

regarding street trees to allow Ms. Jones to remove and dispose of the preexisting palm tree at 503 4th Street at the owner's expense.

Gary Strack stated he was in favor of the removal of the tree for safety reasons.

Councilor Demo moved to recommend approval of an exemption to the City's general practice regarding street trees to allow Ms. Jones to remove the preexisting palm tree at the owner's expense in front of her property at 503 4th Street. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

Mrs. Kampmann announced that there will be some palm and eucalyptus trees removed by PG&E for safety reasons near Corning Community Skateboard Park.

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None.

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

Demo: Reported he had no meetings to attend this month. Reminded everyone of the Fire Department Spaghetti dinner on Saturday, December 2nd.

Valerio: Reported on the events taking place next Saturday for Hometown Christmas, and that pictures with Santa will be held at Better Choice Realty on December 16th.

Hargens: Nothing

Lomeli: Nothing

Snow: Chata's Brunchies on Fourth St. recently opened, go out and support our new businesses.

N. ADJOURNMENT: 6:53 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: December 7, 2023

SUBJECT: Cash Disbursement Detail Report for the
Tuesday December 12, 2023 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 11-30-23	\$	31,336.92
B.	Payroll Disbursements	Ending 11-30-23	\$	127,092.06
C.	Cash Disbursements	Ending 12-07-23	\$	251,509.69

GRAND TOTAL \$ 409,938.67

REPORT.: Nov 30 23 Thursday
 RUN...: Nov 30 23 Time: 11:31
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 11-23 thru 11-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036103	11/27/23	BUR08	BURNETT, KAREN S.	30.00	231117	REC INSTRUCTOR-REC
				60.00	231202	REC INSTRUCTOR-REC
				87.95	231120DT	MAT & SUPPLIES-REC
			Check Total.....	177.95		
036104	11/27/23	COR2A	CORNING MINI STORAGE	75.00	36199	MAT & SUPPLIES-REC (DECEMBER RENT)
036105	11/27/23	ZAG00	ZAGAL, STEPHANIE MARIE	360.00	231125	REC INSTRUCTOR-REC
036106	11/30/23	ATT02	AT&T	543.74	20870018	COMMUNICATIONS -
036107	11/30/23	BDI00	BDI	66.27	950344499	MATERIAL/SUPPLIES -
036108	11/30/23	COM01	COMPUTER LOGISTICS, INC	3720.00	84656	Equip.Maint. -
036109	11/30/23	COR08	CORNING LUMBER CO INC	303.17	231125	Mat/Supplies
036110	11/30/23	COR12	CORNING FORD MERCURY, INC	623.42	229142	Veh Opr/Maint
036111	11/30/23	VOID	VOIDED CHECK			
036112	11/30/23	VOID	VOIDED CHECK			
036113	11/30/23	VOID	VOIDED CHECK			
036114	11/30/23	VOID	VOIDED CHECK			
036115	11/30/23	VOID	VOIDED CHECK			
036116	11/30/23	VOID	VOIDED CHECK			
036117	11/30/23	VOID	VOIDED CHECK			
036118	11/30/23	VOID	VOIDED CHECK			
036119	11/30/23	VOID	VOIDED CHECK			
036120	11/30/23	VOID	VOIDED CHECK			
036121	11/30/23	VOID	VOIDED CHECK			
036122	11/30/23	VOID	VOIDED CHECK			
036123	11/30/23	VOID	VOIDED CHECK			
036124	11/30/23	VOID	VOIDED CHECK			
036125	11/30/23	VOID	VOIDED CHECK			
036126	11/30/23	VOID	VOIDED CHECK			
036127	11/30/23	EMP04	EMPLOYERS INVESTIGATIVE S	1717.53	5050751	PROF SERVICES - POLICE
036128	11/30/23	FRA03	FRANKLIN CONSTRUCTION, IN	500.00	231128	WATER - DEVELOPER REIMB
036129	11/30/23	HOB02	HOBART SALES & SERVICE	192.50	61615195	BLDG MAINT - SENIOR CENTER
036130	11/30/23	HOU00	HOUSING TOOLS / JAMES ROB	900.00	3009	PROF SRVCS - GEN CITY
036131	11/30/23	INL01	INLAND BUSINESS SYSTEMS	109.99	IN3825716	COMMUNICATIONS -
036132	11/30/23	OLI06	OLIVE GROVE APARTMENTS	877.00	231128	CDBG CV2&3-ASST-EMERG.RESP. - MARIAN GRIFFIN
036133	11/30/23	PAC29	PACE ANALYTICAL SERVICES,	92.37	231026028	PROF SRVCS - WTR
				220.16	231026328	PROF SRVCS - WTR
			Check Total.....	312.53		
036134	11/30/23	PGE00	PG&E	2000.00	231128	CDBG CV2&3-ASSIST-EMERG.RESP. - MARIA SANCHEZ
036135	11/30/23	PGE2A	PG&E	93.89	231127	ELECTRICITY - CORNING COMMUNITY PARK
036136	11/30/23	PGE2B	PG&E	11421.05	231127	ELECT - WWTP
036137	11/30/23	QUI02	QUILL CORPORATION	338.49	35734646	Office Supplies
036138	11/30/23	RES04	RESERVE ACCOUNT	3000.00	231130	COMMUNICATIONS -
036139	11/30/23	RON03	RON DUPRATT FORD	88.02	444806	VEH OP MAINT - POLICE
036140	11/30/23	SON03	SONSRAY MACHINERY, LLC	298.58	PSO108357	EQUIP MAINT -
036141	11/30/23	TIL01	TILTON PACIFIC CONSTRUCTI	500.00	231128-1	WATER - DEVELOPMENT REIMB
036142	11/30/23	CAM02	FERGUSON ENTERPRISES INC.	41.21	1827151	Equip.Maint. Water Dept
036143	11/30/23	HOL04	HOLIDAY MARKET #32	209.77	204515416	Mat/Supplies - City Council
036144	11/30/23	PAN01	PANO, FLORENTINO	45.00	231130	TRAINING/BDUC - FIRE
036145	11/30/23	PGE00	PG&E	360.86	231128A	CDBG CV2&3 ASSIST -EMERG.RESP (TERESA VISPERAS)

REPORT.: Nov 30 23 Thursday
 RUN....: Nov 30 23 Time: 11:31
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 11-23 thru 11-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036146	11/30/23	SAL02	SALADO ORCHARD APARTMENTS	1024.00	231127	CDBG CV2&3 ASSIST -EMERG.RESP. (JACKIE TANNER)
036147	11/30/23	\C119	MARGARITA CECENAS	18.98	000C31101	MQ CUSTOMER REFUND FOR CEC0010
036148	11/30/23	\P050	ANA FIGUEROA	50.00	000C31101	MQ CUSTOMER REFUND FOR FIG0002
036149	11/30/23	\G050	THOMAS GIBBONS JR	37.83	000C31101	MQ CUSTOMER REFUND FOR GIB0011
036150	11/30/23	\M162	FABIOLA MARIN	218.45	000C31101	MQ CUSTOMER REFUND FOR MAR0152
036151	11/30/23	\M163	MARTIN MEJIA	24.64	000C31101	MQ CUSTOMER REFUND FOR MEJ0003
036152	11/30/23	PGB00	PG&E	63.05	231128B	CDBG CV2&3 ASSIST-EMERG.RESP. (TOMMY COLSON)
036153	11/30/23	SAL02	SALADO ORCHARD APARTMENTS	1024.00	231128A	CDBG CV2&3 ASSIST-EMERG.RESP. (ROCHELL SMITH)
Cash Account Total.....:				31336.92		
Total Disbursements.....:				31336.92		
Cash Account Total.....:				.00		

REPORT.: Nov 30 23 Thursday
 RUN....: Nov 30 23 Time: 11:31
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 11-23 thru 11-23 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14140	11/30/23	BAN03	POLICE OFFICER ASSOC.	200.00	C31129	POLICE OFFICER ASSOC
14141	11/30/23	EDD01	EMPLOYMENT DEVELOPMENT	7148.42 1225.15	C31129 1C31129	STATE INCOME TAX SDI
			Check Total.....	8373.57		
14142	11/30/23	FED00	FEDERAL PAYROLL TAXES (EP	19747.10 18514.36 4329.92	C31129 1C31129 2C31129	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	42591.38		
14143	11/30/23	PERS1	PUBLIC EMPLOYEES RETIRE	25451.08	C31129	PERS PAYROLL REMITTANCE
14144	11/30/23	PERS4	Cal Pers 457 Def. Comp	275.00	C31129	PERS DEF. COMP.
14145	11/30/23	VAL06	VALIC	100.00	C31129	AIG VALIC P TAX
14146	11/30/23	APL01	AFLAC	1325.88 165.52	C31130 1C31130	AFLAC INS. PRE TAX AFLAC INS. AFTER TAX
			Check Total.....	1491.40		
14147	11/30/23	BLU02	BLUE SHIELD OF CALIFORNIA	15560.73	C31130	MEDICAL INSURANCE
14148	11/30/23	OEU01	OPERATING ENGINEERS #3	27851.00	C31130	MEDICAL INSURANCE
14149	11/30/23	OEU02	OPERATING ENG. (DUES)	340.00 612.00 567.00 945.00	C31130 1C31130 2C31130 3C31130	UNION DUES MGMT UNION DUES POLICE UNION DUES DISPATCH UNION DUES-MISC
			Check Total.....	2464.00		
14150	11/30/23	PRI04	PRINCIPAL LIFE INSURANCE	1695.93 205.97 832.00	C31130 1C31130 2C31130	DENTAL INSURANCE VISION INSURANCE LIFE INSURANCE
			Check Total.....	2733.90		
			Cash Account Total.....	127092.06		
			Total Disbursements.....	127092.06		

REPORT.: Dec 07 23 Thursday
 RUN....: Dec 07 23 Time: 10:48
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-23 thru 12-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036154	12/04/23	COR07	CORBIN WILLITS SYSTEMS, I	784.77	000C312011	EQUIP MAINT-FINANCE
036155	12/04/23	COR09	CORNING CHAMBER OF COMM.	1000.00	000C312011	CngChamberComm. Economic
036156	12/04/23	MOO07	MOORE & BOGENER, INC.	5525.00	000C312031	CONSULTING SVCS-LGL SVCS
036157	12/04/23	NEL00	NELSON, JEFFREY NEIL	54.70	000C312011	PROF SVCS-FIRE DEPT
036158	12/04/23	OCH01	OCHOA CLEANING	4655.00	000C312011	JANITORIAL SERVICES-
036159	12/04/23	PIT01	PITNEY BOWES	183.80	000C312011	Rents/Leases Finance Dept
036160	12/04/23	ROD10	RODRIGUEZ, JESENIA	1200.00 270.00	231130 231130A	REC INSTRUCTOR-REC REC INSTRUCTOR-REC
			Check Total.....	1470.00		
036161	12/04/23	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C312011	PROF SVCS-FIRE DEPT
036162	12/04/23	WAR05	WARREN, DANA KARL	128.25	231130	REC INSTRUCTOR-REC
036163	12/04/23	LAC01	LACY, CLINT	600.00	231202	REC INSTRUCTOR-REC
036164	12/05/23	CEN14	CENTER FOR EVALUATION & R	15525.00	201995	DATA COLL/EVAL-PROP 47 CYCLE 2
036165	12/05/23	MOL07	MOLLER REALTY GROUP	1000.00	231101	CDBG CV2&3-ASST-EMERGENCY RESP (JAMIE SINGTHAVILAY
036166	12/05/23	OLI06	OLIVE GROVE APARTMENTS	345.00	231130	CDBG CV2&3-ASST-EMERGENCY RESP (WILLIE BETHEA)
036167	12/05/23	SIL03	SILK CONSULT. GRP/PAMELA	9690.00	22305	CDBG UTILITY ASSISTANCE-ADMIN-EMERGENCY RESP
036168	12/05/23	VAL13	VALLEY TERRACE APARTMENTS	297.00	231129	CDBG CV2&3-ASST-EMERGENCY RESP (TOMMY COLSON)
036169	12/06/23	AIR00	AIRGAS USA, LLC	82.96	550423711	MAT & SUPPLIES-FIRE
036170	12/06/23	ARA02	ARAMARK UNIFORM SERVICES	88.05 88.05 88.05 88.05	433839 438585 444626 450028	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT
			Check Total.....	352.20		
036171	12/06/23	ATT17	AT&T	123.05	231130	COMMUNICATIONS-FIRE
036172	12/06/23	BUI01	BUILDER SOLUTIONS, INC.	51698.93 25168.71	5-O 5-W	CONSTRUCTION: ATP-OLIVE VIEW PROJECT CONSTRUCTION: ATP-WEST STREET PROJECT
			Check Total.....	76867.64		
036173	12/06/23	CIT03	CITY OF CORNING	375.18	231204	CDBG CV2&3-ASST-EMERGENCY RESP (ELIA MARIN)
036174	12/06/23	COA06	COAR DESIGN GROUP	16447.20	22022	PROP 68 PRE CONS-CITY PLAZA & REC CENTER
036175	12/06/23	COR11	CORNING SAFE & LOCK	70.04	9415	BLD MAINT-LIBRARY
036176	12/06/23	COR12	CORNING FORD MERCURY, INC	22.69	57938	VEH OP/MAINT-WTR
036177	12/06/23	DM001	DM-TECH	119.90	202312011	COMMUNICATIONS-GEN CITY
036178	12/06/23	LIE01	LIEBERT CASSIDY WHITMORE	645.00	122023059	CONF/MTGS-FINANCE
036179	12/06/23	MIR05	MIRON, FRANCISCO	45.00	231206	TRAINING/ED-FIRE
036180	12/06/23	PAC29	PACE ANALYTICAL SERVICES,	220.16	231042428	PROF SVCS-WTR DEPT
036181	12/06/23	PES01	PESTMASTER SERVICES, INC.	990.79	414006	WEED/TREE SPRAY-
036182	12/06/23	PGE00	PG&E	70.61	231204	CDBG CV2&3-ASST-EMERGENCY RESP (KATIE STRICKLAND)
036183	12/06/23	PGE04	PG&E	558.78	231130	TranspFacility-
036184	12/06/23	PGE2A	PG&E	220.68 5.02 109.32	231129 231130 231129A	ELECT-MCDONALD, CASSANDRA, SALADO L&L & TOOMBS AVE ELECT-CLELAND PROP ELECT-MARTINI PLAZA
			Check Total.....	335.02		
036185	12/06/23	POW04	POWER UP ELECTRIC	733.50	R2788	BLD MAINT-POLICE
036186	12/06/23	RED00	RED BLUFF DAILY NEWS	185.30 102.70	6794581 6794589	PRINT/ADVERT-CITY CLERK PRINT/ADVERT-CITY CLERK
			Check Total.....	288.00		
036187	12/06/23	REY01	REYNOLDS, DONALD C.P.A	7000.00	29787	PROF SVCS-FINANCE (2nd prog billing for FY 22/23)
036188	12/06/23	SAL02	SALADO ORCHARD APARTMENTS	1024.00	231204	CDBG CV2&3-ASST-EMERGENCY RESP (KATIE STRICKLAND)
036189	12/06/23	STR14	STROUD, TRAVIS & KELLI	1790.00	231205	CDBG CV2&3-ASST-EMERGENCY RESP (STEPHANIE GEARY)
036190	12/06/23	SWR01	SWRCB	3746.00	WD0233810	ANNUAL PERMIT-WWTP
036191	12/06/23	TEH20	TEHAMA CO DISTRICT ATTY	200.70	CPD09-23-	PROF SVCS-POLICE

REPORT.: Dec 07 23 Thursday
 RUN....: Dec 07 23 Time: 10:48
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-23 thru 12-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036192	12/06/23	TPX00	TPX COMMUNICATIONS	1133.51	176012766	COMMUNICATIONS-
036193	12/06/23	USD01	USDA-RD	911.80	231204	CDBG CV2&3-ASST-EMERGENCY RESP(ELIA MARIN ARELLANO
036194	12/06/23	VAL11	VALLEY PACIFIC PETROLEUM	1363.88	23-703311	MAT & SUPPLIES-
				978.37	23-703312	VEH OP/MAINT-
				462.99	23-703313	VEH OP/MAINT-FIRE
			Check Total.....	2805.24		
036195	12/07/23	VOID	VOIDED CHECK			
036196	12/07/23	VOID	VOIDED CHECK			
036197	12/07/23	VOID	VOIDED CHECK			
036198	12/07/23	VOID	VOIDED CHECK			
036199	12/07/23	VOID	VOIDED CHECK			
036200	12/07/23	VOID	VOIDED CHECK			
036201	12/07/23	VOID	VOIDED CHECK			
036202	12/07/23	VOID	VOIDED CHECK			
036203	12/07/23	VOID	VOIDED CHECK			
036204	12/07/23	VOID	VOIDED CHECK			
036205	12/07/23	VOID	VOIDED CHECK			
036206	12/07/23	VOID	VOIDED CHECK			
036207	12/07/23	VOID	VOIDED CHECK			
036208	12/07/23	VOID	VOIDED CHECK			
036209	12/07/23	VOID	VOIDED CHECK			
036210	12/07/23	VOID	VOIDED CHECK			
036211	12/07/23	VOID	VOIDED CHECK			
036212	12/07/23	VOID	VOIDED CHECK			
036213	12/07/23	ASB00	ASBURY ENVIRONMENTAL SERV	100.00	001002306	Material/Supplies-Mech Maint.
036214	12/07/23	ATT15	AT&T MOBILITY	671.82	231119	Communications-
036215	12/07/23	BDI00	BDI	391.44	503452856	Material/Supplies-SSW
036216	12/07/23	CIT03	CITY OF CORNING	203.94	231205	CDBG CV2&3 ASST-EMERG RESPONSE (STEPHANIE GEARY)
036217	12/07/23	FIR11	FIRST NATIONAL BANK OMAHA	741.34	231129	Safety Items-
036218	12/07/23	FIR16	FIRST NATIONAL BANK OMAHA	158.26	231129	Material/Supplies-Rec
036219	12/07/23	FIR20	FIRST NATIONAL BANK OMAHA	544.47	231129	Material/Supplies-
036220	12/07/23	INF00	INFRAMARK, LLC	83224.83	105963	Prof Svcs-WWTP
036221	12/07/23	KNI00	KNIFE RIVER CONSTRUCTION	745.82	296804	A/C Citywide-Streets
036222	12/07/23	NAP01	NAPA AUTO PARTS	559.08	231125	Veh Opr/Maint-
036223	12/07/23	OLI07	OLIVE PALMS MHC	528.05	231206	CDBG CV2&3 ASST-Emergen Resp Javier Moreno
036224	12/07/23	PAC29	PACE ANALYTICAL SERVICES,	70.61	231058228	ProfServices Water Dept
036225	12/07/23	PGE00	PG&E	186.16	231206	CDBG CV2&3-ASST EMERG RESPONSE (JAVIER MORENO)
036226	12/07/23	PGE04	PG&E	654.73	231204	Transp Facility
036227	12/07/23	QUI02	QUILL CORPORATION	196.55	35910155	Office Supplies-
036228	12/07/23	SOU06	SOUTH AVENUE ACE	1934.64	231127	Material/Supplies-
036229	12/07/23	TEH31	TEHAMA COUNTY MOSQUITO &	166.09	230701	Gen Ins-Gen City
036230	12/07/23	THO01	THOMES CREEK ROCK CO	607.81	231201	Mat/Supplies-SSW
036231	12/07/23	CAM02	FERGUSON ENTERPRISES INC.	1381.90	1801538-4	MAT & SUPPLIES-WTR
036232	12/07/23	RDO00	RDO EQUIPMENT CO.	119.96	P0219376	EQUIP MAINT-
			Cash Account Total.....	251509.69		
			Total Disbursements.....	251509.69		

Date.: Dec 7, 2023
Time.: 11:14 am
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
BETANCOURT FOODS	3040 HIGHWAY 99W	CORNING, CA 96021	TACO TRUCK	12/06/23
DE COSTER PAINTING	1512 CARLISLE AVE	MODESTO, CA 95356	PAINTING CONTRACTOR	12/04/23
ELOTES TEPETZI	MOBILE CART	CORNING, CA 96021	STREET FOOD VENDING CART- MOBILE	11/28/23
ESBEIDY CLEANING SER	250 TOOMES AVE APT #214	CORNING, CA 96021	RESIDENCIAL CLEANING	12/06/23
LARA'S LAWN SERVICE	4595 CO RD PP	ORLAND, CA 95963	LAWNCARE/LANDSCAPING MAINTENANCE SERVICE	11/28/23
SHARP FOCUS	1741 TAFT AVE	CORNING, CA 96021	FRELANCE PHOTOGRAPHY	11/28/23
SMOKE HUT	951 HIGHWAY 99W STE 105	CORNING, CA 96021	SHOP WITH CIGARS, NOVELTIES, CLOTHING, E	12/05/23

CITY OF CORNING
TREASURER'S REPORT
NOVEMBER 2023

<u>AGENCY</u>		<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$	9,409,480.91	3.59%

Respectfully submitted:

Laura L. Calkins
City Treasurer



Monthly Permit Report

11/01/2023 - 11/30/2023

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
23405	11/29/2023	Online Application							Solar	\$40,000
23404	11/29/2023	Online Application							Solar	\$40,000
23403	11/29/2023	Online Application	029-374-006-000	406 WALNUT ST	CARDENAS, J ALEX ETAL TRS CARDENAS REVOC TR OF 199	28783 WHITMORE RD	WHITMORE CA 96096		Solar	\$15,000
23402	11/29/2023	ISSUED	071-091-009-000	602 FAIRVIEW AVE	MENDOZA, ANNA M & VERDUZCO, JOSE MENDOZA	602 FAIRVIEW AVE	Corning	96021	Building	\$2,200
23401	11/28/2023	ISSUED	071-222-007-000	1658 HERBERT AVE	SANTILLAN, DEONISIO	1658 HERBERT AVE	Corning	96021	Electrical	\$1,800
23400	11/27/2023	ISSUED	073-182-008-000	1585 FIG ST	BRITO, ROGELIO & GUTIERREZ, PETRA	1585 FIG ST	CORNING CA 96021		Mechanical	\$2,600
23399	11/20/2023	ISSUED	073-086-004-000	306 SOUTH ST	LANDIS, MICHAEL D	306 SOUTH STREET	CORNING CA 96021			\$1,425
23398	11/17/2023	ISSUED	073-135-002-000	815 CHESTNUT ST	PAHUA, ISIDRO	815 CHESTNUT ST	CORNING CA 96021		Electrical	\$2,000
23397	11/8/2023	ISSUED	087-040-070-000	3000 HWY 99W	CWW ENTERPRISES LLC	500 GRAVES BLVD	SALINA KS 67401		Building	\$24,500
23396	11/7/2023	Finald	073-054-007-000	589 EL PASO AVE	HOLM, MARY	589 EL PASO AVE	CORNING CA 96021		Roof	\$8,920
23395	11/7/2023	ISSUED	071-054-003-000	408 FOURTH ST	Chiprez Rigoberto Vargas ETAL	408 4TH ST	Corning	96021	Solar	\$23,163
23394	11/7/2023	ISSUED	073-020-074-000	256 SOLANO ST	SYED, REHAN N & SYED, MARTIS J	256 SOLANO ST	CORNING CA 96021		Building	\$28,080
23393	11/6/2023	ISSUED	073-102-006-000	1118 PEACH ST	LEAL, CELIA K & AGUILAR, JUAN GABRIEL	23151 SOLANO RD	CORNING CA 96021		Plumbing	\$1,600
23392	11/1/2023	ISSUED	075-310-008-000	268 BLACKBURN AVE	CROSSMAN RICHARD JR & ARDYCE	268 BLACKBURN AVE	CORNING	96021	Roof	\$9,569

					MARIE					
23391	11/1/2023	ISSUED	073-220-049-000	765 FRIPP AVE	SANCHEZ, BENJAMIN & ESTHELA	765 FRIPP AVE	CORNING CA 96021		Solar	\$22,000
										\$222,857

Total Records: 15

12/4/2023



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT NOVEMBER 2023

Below is a summary of the monthly operations report that will be available for review in December 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
- Submitted ELAP renewal application to SWRCB
- Installed new heater in sulfur dioxide storage room
- Cleaned section 4 and 5 of collection system
- Completed annual fire extinguisher inspection
- Changed gear drive oil in aerators and screw pumps
- Completed annual emergency generator service
- Replaced drive belts on # 2 aerator
- Sprayed weeds on facility grounds

November 2023

Effluent Flow Monthly Average= 579,767 GPD

**ITEM NO.: G-10
APPROVE PROGRESS PAYMENT #1
TO NORTH STATE PAINTING IN THE
AMOUNT OF \$73,350.25 FOR THE
CITY OF CORNING AWNING GRANT
PROGRAM.**

December 12, 2023

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER
KALE GRAHAM, BUILDING OFFICIAL
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER**

SUMMARY:

The City Council approved and allocated \$250,000 of the City's American Rescue Plan Act of 2021 \$1,844,396 funds received to create a City of Corning Awning Grant Program to benefit Corning businesses on Solano Street from 3rd to West streets and the corresponding side streets to the alleyways. Applications were received from 17 businesses for awnings to be replaced. However due to funding limitations, per the approved grant guidelines, the awarded grant number was reduced to thirteen (13) and awarded by date application in full was received. As such, the approved and awarded grants, not including the administration costs of \$12,340 for 3CORE, total \$223,500 leaving a contingency amount of \$14,160 for any unforeseen costs.

BACKGROUND:

On March 28, 2023, the City Council awarded the Bid for the Corning Awning Grant Program to North State Painting in the amount of \$223,500 for engineering, manufacturing, and the installation of awnings at 13 qualifying downtown businesses. The City Council approved utilizing \$250,000 of the \$1,844,396 in American Rescue Plan Act of 2021 (ARPA) funds allocated to the City for this project. Of the approved \$250,000 in funding for this project, \$12,340 was allocated for project administration through 3CORE, and \$237,660 for the actual engineering, manufacturing, and installation of the awnings.

FINANCIAL:

The total cost of the Awning Grant Program will be \$250,000 funded through the City's ARPA funds received. Of the \$250,000 approved, \$12,340 was allocated for grant administration services through 3CORE, with the remaining \$237,660 available for awning grants directly to businesses.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- 1. APPROVE PROGRESS PAYMENT NO. 1 FOR THE DOWNTOWN BUSINESSES AWNING GRANT PROJECT TO NORTH STATE PAINTING IN THE AMOUNT OF \$73,350.25.**

NORTH STATE PAINTING

Lic. # 769471

Bonded

Insured

INVOICE

Addressee:

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

Remit To:

North State Painting
P.O. Box 42
Douglas City, CA 96024
(530) 778-3968

Invoice # 1097

DIR project # 471993

Date: 11/13/2023

Statement

Downtown Corning Awning Installation Project located along Solano St. in Corning, Ca. Request for 1st progress payment in the amount of \$73,350.25.

- 1) Engineering cost \$9,850.25**
- 2) Awning manufacturing cost so far for buildings 1202 and 1412 \$10,000.00.**
- 3) Demo of old awning and stucco repair of building # 1412. \$29,500.00.**
- 4) Labor and manufacturing for awnings installed at #1216 and #1214 Solano St. is \$24,000.00.**

Total amount due is \$73,350.25.

Thank you for choosing North State Painting.

If you would like to do a review for our company here is a quick link to our google page. <https://goo.gl/sGcgeb>

North State Painting
P. O. BOX 42
Douglas City, Ca. 96024
nspainting99@gmail.com

northstatepainting.net
(530) 778-3968
Office & Fax #'s

ITEM NO.: G-11
AUTHORIZE PAYMENT OF INVOICE #5
TO BUILDER SOLUTIONS, INC. IN THE
AMOUNT OF \$25,168.71 FOR THE WEST
STREET SCHOOL CONNECTIVITY
PROJECT

December 12, 2023

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

SUMMARY:

Staff requests Council authorize payment of invoice #5 to Builder Solutions, Inc. for work done on the West Street School Connectivity Project in the amount of \$25,168.71. This will be the fifth payment for this contract.

A description of work completed between November 1, 2023 through November 30, 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 #5 IN THE AMOUNT OF \$25,168.71 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: 5.00
 APPLICATION DATE: 12/01/23
 PERIOD TO: 11/01/23 to 11/30/23
 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	\$ 389,577.21
5. RETAINAGE:	
a. 5 % of Material and Labor	\$ 19,478.86
Total Retainage	\$ 19,478.86
6. TOTAL EARNED LESS RETAINAGE	\$ 370,098.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	- \$ 344,929.64
8. CURRENT PAYMENT DUE	\$ 25,168.71
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 205,878.67

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: *Rob Volp* Date: 12/1/2023

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.

\$25,168.71

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.

ITEM #	QTY	UNIT	DESCRIPTION OF WORK	ESTIMATED	TRENCH		PROVISION		CONCRETE		MATERIALS ON HAND	COMPLETED AND STORED	% COMPLETE	BALANCE TO FRESH	RETAINAGE	
					YARDS	FEET	YARDS	FEET	YARDS	FEET						
1	1 EA	LF	Trench Control Pipe	\$75,528.00	1.00	\$75,528.00	0.00	0.00	0.00	0.00	\$75,528.00	0%	\$75,528.00	\$75,528.00		
2	1 EA	LF	Lead Cont Minors Plan	\$4,088.00	1.00	\$4,088.00	0.00	0.00	0.00	0.00	\$4,088.00	100%	\$0.00	\$0.00		
3	1 EA	LF	Chasing B. Encasing	\$3,627.50	1.00	\$3,627.50	0.00	0.00	0.00	0.00	\$3,627.50	100%	\$0.00	\$0.00		
4	220 SF	SF	Remove Base and Sump	\$17,460.00	220.00	\$17,460.00	0.00	0.00	0.00	0.00	\$17,460.00	0%	\$17,460.00	\$17,460.00		
5	348 SF	SF	Class 2 Aggregate Base	\$2,284.80	348.00	\$2,284.80	0.00	0.00	0.00	0.00	\$2,284.80	0%	\$2,284.80	\$2,284.80		
6	81 TON	TON	Port. Mtr Asphalt (Type A)	\$44,928.27	81.00	\$44,928.27	0.00	0.00	0.00	0.00	\$44,928.27	0%	\$44,928.27	\$44,928.27		
7	400 SF	SF	Remove Continuously Reinforced Concrete Slab	\$12,300.00	400.00	\$12,300.00	0.00	0.00	0.00	0.00	\$12,300.00	0%	\$12,300.00	\$12,300.00		
8	2 EA	EA	Remove Utility	\$3,071.00	2.00	\$3,071.00	0.00	0.00	0.00	0.00	\$3,071.00	0%	\$3,071.00	\$3,071.00		
9	2 EA	EA	Remove Inlet	\$1,988.00	2.00	\$1,988.00	0.00	0.00	0.00	0.00	\$1,988.00	0%	\$1,988.00	\$1,988.00		
10	2 EA	EA	Remove Manhole	\$1,988.00	2.00	\$1,988.00	0.00	0.00	0.00	0.00	\$1,988.00	0%	\$1,988.00	\$1,988.00		
11	2 EA	EA	Remove Manhole	\$1,988.00	2.00	\$1,988.00	0.00	0.00	0.00	0.00	\$1,988.00	0%	\$1,988.00	\$1,988.00		
12	2 EA	EA	Remove Manhole	\$1,988.00	2.00	\$1,988.00	0.00	0.00	0.00	0.00	\$1,988.00	0%	\$1,988.00	\$1,988.00		
13	400 SF	SF	Reinforced Concrete Slab	\$12,300.00	400.00	\$12,300.00	0.00	0.00	0.00	0.00	\$12,300.00	0%	\$12,300.00	\$12,300.00		
14	1,079 LF	LF	Minor Concrete (Curb and Gutter)	\$10,800.31	1,079.00	\$10,800.31	0.00	0.00	0.00	0.00	\$10,800.31	0%	\$10,800.31	\$10,800.31		
15	10,719 SF	SF	Minor Concrete (Curb, Sidewalk, and Curb Ramp)	\$5,343.01	10,719.00	\$5,343.01	0.00	0.00	0.00	0.00	\$5,343.01	0%	\$5,343.01	\$5,343.01		
16	625 SF	SF	Minor Concrete (Driveway Concrete)	\$7,781.25	625.00	\$7,781.25	0.00	0.00	0.00	0.00	\$7,781.25	0%	\$7,781.25	\$7,781.25		
17	2,841 SF	SF	Remove Concrete (Curb and Gutter)	\$23,092.81	2,841.00	\$23,092.81	0.00	0.00	0.00	0.00	\$23,092.81	0%	\$23,092.81	\$23,092.81		
18	735 LF	LF	Remove Concrete (Curb and Gutter)	\$10,878.55	735.00	\$10,878.55	0.00	0.00	0.00	0.00	\$10,878.55	0%	\$10,878.55	\$10,878.55		
19	147 LF	LF	Paint Curb (2-Coat)	\$1,365.06	147.00	\$1,365.06	0.00	0.00	0.00	0.00	\$1,365.06	0%	\$1,365.06	\$1,365.06		
20	6 LF	LF	Remove and Replace Chain Link Fence	\$94.00	6.00	\$94.00	0.00	0.00	0.00	0.00	\$94.00	0%	\$94.00	\$94.00		
21	281 EA	EA	Relocate Chain Link Fence	\$1,188.00	281.00	\$1,188.00	0.00	0.00	0.00	0.00	\$1,188.00	0%	\$1,188.00	\$1,188.00		
22	4 EA	EA	Relocate Roadside Sign - One Post	\$297.00	4.00	\$297.00	0.00	0.00	0.00	0.00	\$297.00	0%	\$297.00	\$297.00		
23	6 EA	EA	Roadside Sign - One Post	\$1,188.00	6.00	\$1,188.00	0.00	0.00	0.00	0.00	\$1,188.00	0%	\$1,188.00	\$1,188.00		
24	1 EA	EA	Roadside Sign - One Post	\$1,188.00	1.00	\$1,188.00	0.00	0.00	0.00	0.00	\$1,188.00	0%	\$1,188.00	\$1,188.00		
25	2,864 SF	SF	Thermoplastic Traffic Strip	\$4,296.00	2,864.00	\$4,296.00	0.00	0.00	0.00	0.00	\$4,296.00	0%	\$4,296.00	\$4,296.00		
26	1,730 SF	SF	Thermoplastic Traffic Strip	\$2,595.00	1,730.00	\$2,595.00	0.00	0.00	0.00	0.00	\$2,595.00	0%	\$2,595.00	\$2,595.00		
27	2 EA	EA	Remove Parameter Marking	\$7.35	2.00	\$7.35	0.00	0.00	0.00	0.00	\$7.35	0%	\$7.35	\$7.35		
28	1 EA	EA	Remove Parameter Marking	\$12,781.05	1.00	\$12,781.05	0.00	0.00	0.00	0.00	\$12,781.05	0%	\$12,781.05	\$12,781.05		
29	1 EA	EA	Remove Parameter Marking	\$12,781.05	1.00	\$12,781.05	0.00	0.00	0.00	0.00	\$12,781.05	0%	\$12,781.05	\$12,781.05		
30	1 EA	EA	Remove Parameter Marking	\$12,781.05	1.00	\$12,781.05	0.00	0.00	0.00	0.00	\$12,781.05	0%	\$12,781.05	\$12,781.05		
31	1 EA	EA	Remove Parameter Marking	\$12,781.05	1.00	\$12,781.05	0.00	0.00	0.00	0.00	\$12,781.05	0%	\$12,781.05	\$12,781.05		
32	1 EA	EA	Remove Parameter Marking	\$12,781.05	1.00	\$12,781.05	0.00	0.00	0.00	0.00	\$12,781.05	0%	\$12,781.05	\$12,781.05		
Change Orders				\$575,977.02		\$575,977.02					\$575,977.02					
Subtotal Change Orders				\$0.00		\$0.00					\$0.00					
Totals				\$575,977.02		\$575,977.02		\$363,043.83		\$26,493.38	\$0.00	\$389,577.21	68%	\$188,400.00	\$19,478.86	

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: 5.00
 APPLICATION DATE: 12/01/23
 PERIOD TO: 11/17/2023
 GENERAL CONTRACTORS PROJECT NO: 2305

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E Current THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED	H BALANCE TO FINISH
			FROM PREVIOUS APPLICATION	THIS PERIOD				
1	Traffic Control Plan	\$ 7,157.00	\$ 60,940.54	\$ 9,000.00	\$ 9,000.00	\$ 69,940.54	\$ 7,157.00	
1.1	Prepare Traffic Control Plan	\$ 17,894.25	\$ 17,894.25	\$ -	\$ -	\$ 17,894.25	\$ -	
1.3	Implement Traffic Control System	\$ 53,662.75	\$ 42,946.96	\$ 5,000.00	\$ 5,000.00	\$ 47,946.96	\$ 5,737.00	
2	Lead Compliance Plan	\$ 4,089.00	\$ 4,089.00	\$ -	\$ -	\$ 4,089.00	\$ -	
2.2	Prepare Lead Compliance Plan	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	
2.3	Implement Lead Compliance Plan	\$ 1,589.00	\$ 1,589.00	\$ -	\$ -	\$ 1,589.00	\$ -	
3	Cleaning & Grubbing	\$ 39,927.00	\$ 36,070.50	\$ 2,357.00	\$ -	\$ 38,427.50	\$ 1,500.00	
3.1	Clear & Grubb Houghton Avenue	\$ 9,356.75	\$ 9,356.75	\$ -	\$ -	\$ 9,356.75	\$ -	
3.2	Clear & Grub South Street	\$ 9,356.75	\$ 9,356.75	\$ -	\$ -	\$ 9,356.75	\$ -	
3.3	Clear & Grubb Mann Street	\$ 9,356.75	\$ 9,357.00	\$ -	\$ -	\$ 9,357.00	\$ (0)	
3.4	Clear & Grub West Street	\$ 9,356.75	\$ 8,000.00	\$ 1,357.00	\$ -	\$ 9,357.00	\$ (0)	
3.4	Clear & Grub Solano & West Street Intersection	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ -	\$ 3,500.00	\$ 1,500.00	
28	Pedestrian Hybrid Beacon System	\$ 35,478.00	\$ -	\$ -	\$ -	\$ 35.00	\$ 35,478.00	
3.2	Purchase Hybrid Beacon System	\$ 28,000.00	\$ -	\$ -	\$ -	\$ 28,000.00	\$ -	
3.3	Install Hybrid Beacon System	\$ 7,478.00	\$ -	\$ -	\$ -	\$ 7.478	\$ 7,478.00	
29	Remove Flashing Beacon System	\$ 3,564.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 2,064.00	
3.2	Remove Existing Flashing Beacon System	\$ 3,564.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 2,064.00	
30	Mobilization	\$ 52,777.00	\$ 39,204.00	\$ -	\$ -	\$ 39,204.00	\$ 13,573.00	
30.1	Insurance Premiums	\$ 5,005.00	\$ 5,005.00	\$ -	\$ -	\$ 5,005.00	\$ -	
30.2	Bond Cost	\$ 14,399.00	\$ 14,399.00	\$ -	\$ -	\$ 14,399.00	\$ -	
30.3	Prepare Submittals	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	
30.4	Set Up Staging Area	\$ 4,300.00	\$ 4,300.00	\$ -	\$ -	\$ 4,300.00	\$ -	
30.5	Mobilize Equipment	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	
30.6	Demobilize Equipment & Jobsite	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ 7,500.00	
30.7	Contract Close Out Submittals	\$ 5,568.00	\$ -	\$ -	\$ -	\$ -	\$ 5,568.00	
31	Construction Staking	\$ 43,052.00	\$ 34,440.00	\$ 6,000.00	\$ -	\$ 40,440.00	\$ 2,612.00	
5.1	Stake Houghton Avenue	\$ 8,610.00	\$ 8,610.00	\$ -	\$ -	\$ 8,610.00	\$ -	
5.2	Stake South Street	\$ 8,610.00	\$ 8,610.00	\$ -	\$ -	\$ 8,610.00	\$ -	
5.3	Stake Mann Street	\$ 8,610.00	\$ 8,610.00	\$ -	\$ -	\$ 8,610.00	\$ -	
5.4	Stake West Street	\$ 8,610.00	\$ 8,610.00	\$ -	\$ -	\$ 8,610.00	\$ -	
5.5	Stake Solano & West Street Intersection	\$ 8,610.00	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 2,610.00	
32	Water Pollution Control Plan	\$ 12,075.00	\$ 10,952.50	\$ 500.00	\$ -	\$ 11,452.50	\$ 623.00	
6.1	Prepare Water Pollution Control Plan	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	
6.2	Implement Water Pollution Control Plan	\$ 7,075.00	\$ 5,952.50	\$ 500.00	\$ -	\$ 6,452.50	\$ 623.00	

\$ 222,990.00 \$ 185,596.21 \$ 13,857.00 \$ - \$ 199,453.21 \$ 5.52 \$ 10,468.79

ITEM NO.: G-12
AUTHORIZE PAYMENT OF INVOICE #5
TO BUILDER SOLUTIONS, INC. IN THE
AMOUNT OF \$51,698.93 FOR THE OLIVE
VIEW SCHOOL CONNECTIVITY
PROJECT

December 12, 2023

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

SUMMARY:

Staff requests Council authorize payment of invoice #5 to Builder Solutions, Inc. for work done on the Olive View School Connectivity Project in the amount of \$51,698.93. This will be the fifth payment for this contract.

A description of work completed between November 1, 2023 through November 30, 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 \$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 #5 IN THE AMOUNT OF \$51,698.93 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: 5.00
 APPLICATION DATE: 12/01/23
 PERIOD TO: 11/01/23 to 11/30/23
 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	\$ 360,831.43
5. RETAINAGE:	
a. 5 % of Material and Labor	\$ 18,041.57
Total Retainage	\$ 18,041.57
6. TOTAL EARNED LESS RETAINAGE	\$ 342,789.86
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	-
8. CURRENT PAYMENT DUE	\$ 51,698.93
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 191,741.12

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: *Rob Volp* Date: 12/11/2023

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.

\$51,698.93

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.

APPLICATION NO: 500
 APPLICATION DATE: 12/6/23
 PERIOD TO: 11/30/25
 GENERAL CONTRACTORS PROJECT NO: 2508

ITEM #	QTY	DESCRIPTION OF WORK	Unit Cost	Estimate	Totals		Work Completed		Current	Mileage On Hand	COMPLETED AND STORED	% COMPLETE	TO FINISH	RESTORATION
					Totals City	Totals State	Previous City	Previous State						
1	1 LB	Traffic Control Plan	\$ 71,252.00	\$ 71,252.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00	\$ 0.00	0%	\$ 0.00	\$ 0.00	
2	1 LB	Lead Compliance Plan	\$ 4,752.00	\$ 4,752.00	1.00	\$ 4,000.00	1.00	\$ 0.00	0.00	\$ 0.00	0%	\$ 0.00	\$ 0.00	
3	1 LB	Construction Plan	\$ 3,752.00	\$ 3,752.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00	\$ 0.00	0%	\$ 0.00	\$ 0.00	
4	2680 CY	Remove Base and Surfing	\$ 120.85	\$ 323,878.00	2680.00	\$ 323,878.00	2680.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
5	600 SF	Asphalt Driveway Concrete	\$ 8.67	\$ 5,202.00	600.00	\$ 5,202.00	600.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
6	350 CY	Class 2 Aggregate Base	\$ 42.19	\$ 14,766.50	350.00	\$ 14,766.50	350.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
7	105 TON	Hot Mix Asphalt (Type A)	\$ 67.80	\$ 7,122.00	105.00	\$ 7,122.00	105.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
8	20 SF	HMA Paving	\$ 149.25	\$ 2,985.00	20.00	\$ 2,985.00	20.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
9	301 SF	Decorative Wearing Surface	\$ 31.54	\$ 9,492.54	301.00	\$ 9,492.54	301.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
10	5 EA	Adjust Frame and Cover to Grade	\$ 475.20	\$ 2,376.00	5.00	\$ 2,376.00	5.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
11	1 EA	1" Single Drainage Inlet	\$ 1,702.25	\$ 1,702.25	1.00	\$ 1,702.25	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
12	1 EA	Under Sidewalk Drain	\$ 3,951.00	\$ 3,951.00	1.00	\$ 3,951.00	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
13	1877 LF	Milior Concrete Curb and Gutter	\$ 8.63	\$ 16,218.51	1877.00	\$ 16,218.51	1877.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
14	11,411 SF	Milior Concrete Curb, Sidewalk, and Curb Ramp	\$ 8.00	\$ 91,288.00	11,411.00	\$ 91,288.00	11,411.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
15	10,002 SF	Milior Concrete (Curb and Sidewalk)	\$ 13.68	\$ 136,826.56	10,002.00	\$ 136,826.56	10,002.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
16	70 SF	Milior Concrete (Curb and Sidewalk)	\$ 53.35	\$ 3,734.50	70.00	\$ 3,734.50	70.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
17	753 SF	Milior Concrete (Curb and Sidewalk)	\$ 12.57	\$ 9,465.21	753.00	\$ 9,465.21	753.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
18	1,335 LF	Milior Concrete (Curb and Sidewalk)	\$ 5.75	\$ 7,666.25	1,335.00	\$ 7,666.25	1,335.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
19	1,097 LF	Milior Concrete (Curb and Sidewalk)	\$ 10.44	\$ 11,457.31	1,097.00	\$ 11,457.31	1,097.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
20	2,248 LF	Paint Curb (2-Coat)	\$ 7.26	\$ 16,319.68	2,248.00	\$ 16,319.68	2,248.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
21	5 EA	Rebar Chain Link Fence	\$ 23.02	\$ 115.10	5.00	\$ 115.10	5.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
22	5 EA	Rebar Chain Link Fence	\$ 850.40	\$ 4,252.00	5.00	\$ 4,252.00	5.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
23	1 EA	Rebar Chain Link Fence	\$ 1,188.00	\$ 1,188.00	1.00	\$ 1,188.00	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
24	10 EA	Rebar Chain Link Fence	\$ 792.00	\$ 7,920.00	10.00	\$ 7,920.00	10.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
25	1 EA	Rebar Chain Link Fence	\$ 2,376.00	\$ 2,376.00	1.00	\$ 2,376.00	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
26	1 EA	Rebar Chain Link Fence	\$ 10,461.15	\$ 10,461.15	1.00	\$ 10,461.15	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
27	1 EA	Thermoset Resin Pavement Marking	\$ 5,777.75	\$ 5,777.75	1.00	\$ 5,777.75	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
28	11 EA	Rebar Chain Link Fence	\$ 606.75	\$ 6,674.25	11.00	\$ 6,674.25	11.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
29	100 LF	Paint Barrier	\$ 3.15	\$ 315.00	100.00	\$ 315.00	100.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
30	1 LB	Water Pollution Control Program	\$ 53,222.40	\$ 53,222.40	1.00	\$ 53,222.40	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
31	1 LB	Water Pollution Control Program	\$ 26,250.00	\$ 26,250.00	1.00	\$ 26,250.00	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
32	1 LB	Water Pollution Control Program	\$ 11,025.00	\$ 11,025.00	1.00	\$ 11,025.00	1.00	\$ 0.00	0.00	\$ 0.00	100%	\$ 0.00	\$ 0.00	
Sub Total Contract Work														
Change Orders														
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: 5.00
 APPLICATION DATE: 12/01/23
 PERIOD TO: 11/17/2023 11/30/23
 GENERAL CONTRACTORS PROJECT NO: 2304

ITEM NO.	DESCRIPTION OF WORK	C		D	E		F	G	H	
		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION		WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED				TOTAL COMPLETED AND STORED
1	Traffic Control Plan	\$ 7,253.00	\$ 39,188.13	\$ 22,000.00				\$61,168.13	85.87%	\$ 10,065
1.1	Prepare Traffic Control Plan	\$ 17,813.25	\$ 17,813.25	\$ 22,000.00				\$17,813.25	100.00%	\$ -
1.2	Implement Traffic Control System	\$ 53,439.75	\$ 21,374.88	\$ 22,000.00				\$43,374.88	81.17%	\$ 10,065
2	Lead Compliance Plan	\$ 4,009.00	\$ 4,009.00	\$ -				\$4,009.00	100%	\$ -
2.2	Prepare Lead Compliance Plan	\$ 2,500.00	\$ 2,500.00	\$ -				\$2,500.00	100.00%	\$ -
2.3	Implement Lead Compliance Plan	\$ 1,589.00	\$ 1,589.00	\$ -				\$1,589.00	100.00%	\$ -
3	Cleaning & Grubbing	\$ 39,827.00	\$ 35,818.00	\$ 3,000.00				\$38,618.00	97%	\$1,309.00
3.2	Clear Fig Street	\$ 13,309.00	\$ 13,309.00	\$ -				\$13,309.00	100.00%	\$ -
3.3	Clear Almond Street	\$ 13,309.00	\$ 9,000.00	\$ 3,000.00				\$12,000.00	90.16%	\$ 1,309
3.4	Clear Pear Street	\$ 13,309.00	\$ 13,309.00	\$ -				\$13,309.00	100.00%	\$ -
30	Mobilization	\$ 53,222.46	\$ 39,816.80	\$ -				\$39,816.80	75%	\$ 13,405.66
30.1	Insurance Premiums	\$ 5,500.00	\$ 5,500.00	\$ -				\$5,500.00	100.00%	\$ -
30.2	Bond Cost	\$ 13,363.00	\$ 13,363.00	\$ -				\$13,363.00	100.00%	\$ -
30.3	Prepare Submittals	\$ 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	100.00%	\$ -
30.5	Mobilize Equipment	\$ 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	\$ 5,305.66	\$ -	\$ -				\$ -	0.00%	\$ 5,306
31	Construction Staking	\$ 26,250.00	\$ 26,250.00	\$ -				\$26,250.00	100%	\$ -
5.1	Stake Fig Street	\$ 8,000.00	\$ 8,000.00	\$ -				\$8,000.00	100.00%	\$ -
5.2	Stake Almond Street	\$ 8,000.00	\$ 8,000.00	\$ -				\$8,000.00	100.00%	\$ -
5.3	Stake Pear Street	\$ 8,000.00	\$ 8,000.00	\$ -				\$8,000.00	100.00%	\$ -
5.4	Staking S Maryville Ave	\$ 2,250.00	\$ 2,250.00	\$ -				\$2,250.00	100.00%	\$ -
32	Water Pollution Control Plan	\$ 11,025.00	\$ 8,615.00	\$ 1,500.00				\$10,115.00	91.75%	\$ 910
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	\$ 6,025.00	\$ 3,615.00	\$ 1,500.00				\$5,115.00	84.90%	\$ 910

\$ 205,766.40 \$ 153,676.93 \$ 26,500.00 \$ - \$ 180,176.93 \$ 5.49 \$ 12,283.87

ITEM NO.: G-13
AUTHORIZE PAYMENT OF INVOICE
NO. 22022 TO COAR DESIGN GROUP
IN THE AMOUNT OF \$16,447.20 FOR
THE CORNING CITY PLAZA AND
RECREATION CENTER PROJECT

December 12, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRANT MESKER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

SUMMARY:

Staff requests the City Council authorize payment of invoice #22022 in the amount of \$16,447.20 to COAR Design Group for work done on the Corning City Plaza and Recreation Center Project. This will be the fifth payment for this contract.

BACKGROUND:

On March 14, 2023 the City Council awarded the Corning City Plaza and Recreation Center Request for Proposals (RFP) Project to COAR Design Group in the amount of \$898,000 for Architectural and Engineering Design Services for the development, design and construction of the Corning City Plaza and Recreation Center.

Staff are continuing to work with the design team to complete the site assessment and conceptual design. All proposed features, including the proposed design style, listed in the grant application will be included in the project, but due to the anticipated cost of the project, Staff continues working with the design team to potentially reconfigure the layout to be more cost effective.

FINANCIAL:

This project is funded by the Department of Parks and Recreation Statewide Park Development and Community Revitalization Program of 2018 Grant for the Downtown Recreation Center and Plaza Project.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE PAYMENT OF INVOICE #22022 IN THE AMOUNT OF \$16,447.20 TO COAR DESIGN GROUP INC. FOR THE CORNING CITY PLAZA AND RECREATION CENTER PROJECT FROM FUND 360-7395-6140, PRE-CONSTRUCTION/PROP 68 PARK.



9640 Granite Ridge Dr # 130
San Diego, CA 92123

Invoice

Date	Invoice #
11/30/2023	22022

Bill To
Robin Kampmann, PE City Engineer/Public Works Consultant City of Corning 794 3rd Street Corning, CA 96021

Project
City Plaza & Recreation Center

Description	Contract Amt	Prev. Billed	Terms		Project #		
			Due Upon Receipt		230302		
			Prior %	Curr %	Total %	Subtotal Amt.	Amount
Site Assessment & Conceptual Design	81,262.00	81,262.00	100%	0%	100%		-
Schematic Design (35% Completed)	116,650.00	116,650.00	100%	0%	100%		-
Design Development (65% Completed)	164,472.00	-	0%	10%	10%		16,447.20
Construction Documents (Pre-final 95%; Final 100%)	332,794.00	-	0%	0%	0%		-
Bid & Award Support	32,100.00	-	0%	0%	0%		-
Construction Support	155,828.00	-	0%	0%	0%		-
Close-Out	14,894.00	-	0%	0%	0%		-
Total	898,000.00	197,912.00					16,447.20
Reimbursables							
Total					\$		16,447.20
Payments/Credits							0.00
Balance Due					\$		16,447.20

ITEM NO: I-15

Parcel Map 2023-03, Tentative Parcel Map 2023-03 Margaret Oliveira; Lot Split of an approximately 16.7-acre parcel to create a 10.6-acre lot and a 6.1-acre lot.

December 12, 2023

TO: CITY COUNCIL OF THE CITY OF CORNING

FROM: BRANT MESKER, CITY MANAGER 
CHRISSE MEEDS, PLANNER II 

PROJECT DESCRIPTION & LOCATION:

Tentative/Final Parcel Map 2023-03, Margaret Oliveira proposes to divide an approximately 16.7-acre lot, into two (2) separate parcels: Parcel 1 – 10.6 acres and Parcel 2 – 6.1 acres; within the city limits, zoned C-3 General Business District CBDZ. The project is located on the west side of Interstate 5. The project is located on the west side of Highway 99W just north of the Highway 99 W/Loleta Ave. intersection. APN: 069-205-015

GENERAL PLAN LAND USE DESIGNATION:

Highway 99W Specific Plan

ZONING DESIGNATION:

C-3-CBDZ, General Business District CBDZ

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

Staff has reviewed the project to determine the required level of review required under the California Environmental Quality Act (CEQA). It has been determined that the proposed Tentative Parcel Map be categorically exempt pursuant to CEQA Guidelines Section 15315 (Minor Land Division, Class 15).

Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning. No variances or exceptions are required as all services and access to the proposed parcels to local standards are available. The parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent.

DISCUSSION:

Pursuant to Section 16.09.010 (E) of the Corning Municipal Code (CMC) "the Planning Commission of the City shall act as the advisory agency to the City Council. It is charged with making investigations and reports on the design and improvements of proposed divisions of land. The Planning Commission shall make investigations and conduct hearings regarding the approval of tentative maps and make its written report on the Tentative Map directly to the City Council." Final approval, including establishing design standards for public improvements, of a Tentative Parcel Map is the responsibility of the City Council pursuant to Section 16.09.010 (F) of the CMC.

On November 21, 2023, the Planning Commission held a public hearing at the regularly scheduled meeting and the Commission voted unanimously to recommend the approval of the Tentative Map as submitted to the City Council.

CONSISTENCY WITH GENERAL PLAN & ZONING:

The Site is designated C, Commercial on the General Plan Land Use Map. The current zoning is C-3-CBDZ, General Business District CBDZ. In the General Plan, there does not exist a maximum density for the parcel but does list categories of commercial uses including Neighborhood and Central Business Districts, General and Highway Service Districts. The existing parcel is currently undeveloped.

Staff recommends the following seven (7) Factual Sub Findings & Legal Findings for consideration by the Commission, pursuant to the California Environmental Quality Act (CEQA), and Section 66474 (A through G) of the California Government Code.

Factual Sub Finding #1

Staff has reviewed the project to determine the required level of review under the California Environmental Quality Act (CEQA) and has determined that the proposed Tentative Parcel Map 23-03 be categorically exempt pursuant to CEQA Guidelines Section 15315 (Minor Land Division, Class 15).

Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning. No variances or exceptions are required, as all services and access to the proposed parcels to local standards are available. The parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. A Notice of Exemption was filed with the Tehama County Clerk & Recorder.

Legal Finding #1

For Tentative/Final Parcel Map 2023-03, the City of Corning Planning Commission is acting as an advisory body to the Corning City Council. The Planning Commission finds that the environmental impacts associated with the project have undergone the required level of review under the California Environmental Quality Act (CEQA). Tentative/Final Parcel Map 2023-1002 proposes to create two (2) separate parcels and there is no substantial evidence in the light of the whole record of any changes in the project that would require additional environmental analysis, therefore Tentative/Final Parcel Map 23-1003 is exempt from CEQA pursuant to Section 15315 (Minor Land Division, Class 15) and Section 15061(b)(3) (the "Common Sense" exemption).

Factual Sub Finding #2

Tentative/Final Parcel Map 2023-03 proposes to subdivide the approximately 16.7 acres of land into two (2) separate parcels.

Legal Finding #2

Subdividing the approximately 16.7 acres, as proposed by Tentative/Final Parcel Map 2023-03, into two (2) separate parcels does not exceed the maximum densities of parcels per acre as depicted in the Land Use Element of the General Plan, the project is consistent with the General Plan.

Factual Sub Finding #3

Tentative/Final Parcel Map 2023-03 is subject to no conditions of approval.

Legal Finding #3

That the design associated with the creation of two (2) separate parcels are consistent with the Land Use Element of the 2014-2034 Corning General Plan.

Factual Sub Finding #4

The site and location of Tentative/Final Parcel Map 2023-03 is in an area that is relatively flat and where the construction of roads and building pads will not present any physical difficulties for development.

Legal Finding #4

The site of Tentative/Final Parcel Map 2023-03 is located adjacent to Highway 99W and has terrain that is physically suitable for the establishment of commercial development.

Factual Sub Finding #5

The Subdivider will be required to extend city water and sewer to serve the parcel and will be required to dedicate and improve the lot(s) frontage upon the future application for the development of the lot or lots in the City. No request for development has been submitted with this action at this time.

Legal Finding #5

No request for development has been made along with this action. As a direct result of the fact that no development is being proposed or approved with this action, no requirement exists for the immediate extension of utilities to the site nor for the dedication of the adjacent roadway on Highway 99W.

Factual Sub Finding #6

Tentative/Final Parcel Map 2023-03 proposes to create two (2) separate parcels in an area of the City designated for commercial development and which has accessibility to city water and sewer.

Legal Finding #6

The requirement to improve existing roads and construct new roads as well as provide city water and sewer to the parcel will not cause any serious public health problems to the existing and future residences of the City.

Factual Sub Finding #7

Access to the site and commercial parcels will be by Highway 99W.

Legal Finding #7

No development is being proposed with this action and no development is being approved with this action. As a result, no access conflicts exist, and no access easements or street dedications are required at this time. The parcel being created (Parcel 1) has legal access to an existing public street and there is no need for access easements or dedications to secure public access to either property.

ACTION

- 1. MAKE A MOTION TO ADOPT THE 7 FACTUAL SUBFINDINGS AND LEGAL FINDINGS AS PRESENTED IN THE STAFF REPORT AND APPROVE TENTATIVE/FINAL PARCEL MAP 2023-03.**

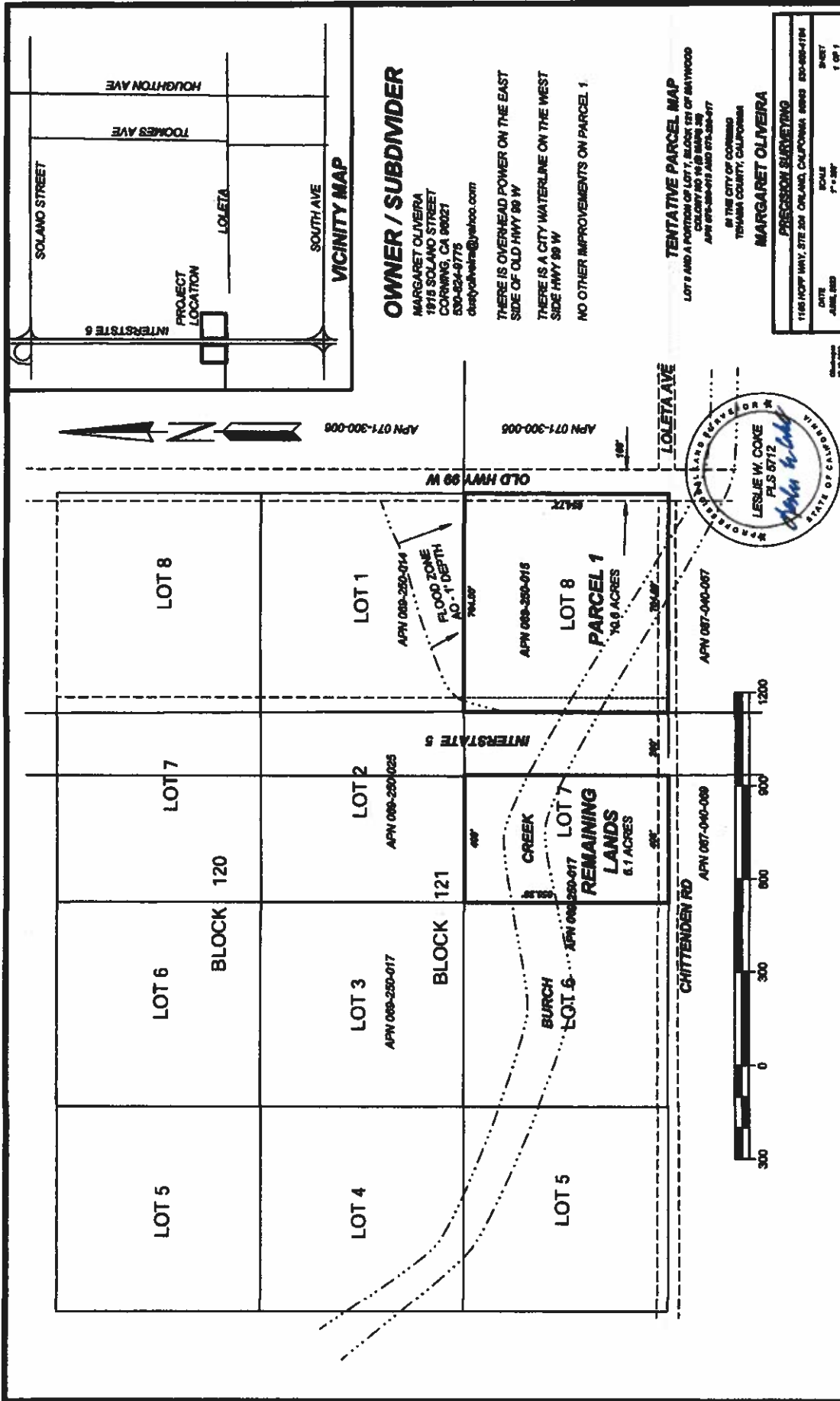
OR

2. MAKE A MOTION TO DENY TENTATIVE/FINAL PARCEL MAP 2023-03

ATTACHMENTS:

EXHIBIT "A" COPY OF TENTATIVE/FINAL MAP

Exhibit "A"



ITEM NO.: J-16
AWARD CONTRACT TO PLACEWORKS
TO ASSIST WITH THE 7th CYCLE
HOUSING ELEMENT UPDATE,
AUTHORIZE THE CITY MANAGER TO
SIGN SAID CONTRAC, AND APPROVE
GENERAL FUND APPROPRIATION TO
FUND CONTRACT IN AMOUNT UP TO
\$77,700.

December 12, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: BRANT MESKER, CITY MANAGER *BM*
CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR - *CM*

SUMMARY / BACKGROUND:

On October 10th, 2023, staff requested approval to seek consultants to assist with the 7th Cycle Housing Element Update that is due on June 30, 2024.

Staff prepared a Request for Proposals (RFP), submitted it to potential clients, uploaded it on the City's website, and CIP List. We received three proposals; staff evaluated and scored the three proposals received and are requesting to award the contract to PlaceWorks and authorize the City Manager to sign the contract.

PlaceWorks scored the highest of the three vendors and are also the company that completed the City's 6th Cycle Housing Element.

The cost proposal was similar between the three with the PlaceWorks proposal being \$70,000, plus a 5 to 10 percent contingency fund. This cost was not budgeted into the 2023/2024 budget and funds will need to be appropriated from the City's General Fund to cover the costs associated with the Housing Element update. Staff has contacted the State to request that the City's remaining LEAP Funds be utilized to fund up to \$32,000 of this cost. Staff have been told that they have received our request and will have an answer within the next month.

Staff have prepared the contract between PlaceWorks and the City of Corning. City Staff would like to immediately begin working with PlaceWorks towards completing the 7th Cycle Housing Element Update in order to meet the State deadline.

RECOMMENDATION:

MAYOR AND COUNCIL:

- ❖ AWARD THE 7TH CYCLE HOUSING ELEMENT UPDATE CONTRACT TO PLACEWORKS AT A COST OF \$70,000 PLUS A 5 TO 10% CONTINGENCY;
- ❖ AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT WITH PLACEWORKS FOR THE 7TH CYCLE HOUSING ELEMENT; AND
- ❖ APPROVE AN APPROPRIATION FROM THE GENERAL FUNDS IN AN AMOUNT UP TO \$77,700 TO COMPLETE THE STATE REQUIRED HOUSING ELEMENT UPDATE.

PROFESSIONAL SERVICES AGREEMENT FOR PLACEWORKS CONSULTANT

1. IDENTIFICATION This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Corning, a California municipal corporation (“City”), and PlaceWorks, a Planning Firm (“Consultant”).

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant:

To prepare the 7th Cycle Housing Element Update for the City of Corning in accordance with the RFP response submitted on November 9th, 2023 and attached hereto as “Exhibit A.”

2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 et seq.), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s November 9th, 2023 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2. “Agreement Administrator”: The Agreement Administrator for this project is Brant Mesker, City Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule included in Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.4. “Commencement Date”: January 1, 2024.

3.5. “Termination Date”: April 30, 2025.

4. **TERM** The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.

5.3. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.4. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.

5.5. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

5.6. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.

5.7. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but

shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

5.8. Notification of Organizational Changes. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

5.9. Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

6.1. General Prohibition. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

6.2. Consultant Responsible. Consultant shall be responsible to City for all services to be performed under this Agreement.

6.3. Identification in Fee Schedule. All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

7.1. General. City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

7.2. Invoices. Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

7.3. Taxes. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.

7.4. Disputes. The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

7.5. Additional Work. Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

7.6. City Satisfaction as Precondition to Payment. Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.

7.7. Right to Withhold Payments. If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

10.1. General. Consultant is, and shall at all times remain as to City, a wholly independent contractor.

10.2. No Agent Authority. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

11.1 Definitions. For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officials, officers, agents, employees and volunteers.

11.2 Consultant to Indemnify City. Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to,

in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

11.3 Scope of Indemnity. Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

11.4 Attorneys Fees. Such costs and expenses shall include reasonable attorneys' fees for counsel of City's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.5 Defense Deposit. The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.

11.6 Waiver of Statutory Immunity. The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.

11.7 Indemnification by Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

11.8 Insurance Not a Substitute. City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

12.1. Insurance Required. Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. Documentation of Insurance. City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Corning Municipal Airport Consultant

- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence, \$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000 • Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. Worker's Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. Automobile Liability Insurance. Covered vehicles shall include owned if any, nonowned, and hired automobiles and, trucks.

12.7. Professional Liability Insurance or Errors & Omissions Coverage. The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

12.9. Additional Insured Endorsements. The City, its City Council, Commissions, officers, and employees of City of Corning must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

12.10. Failure to Maintain Coverage. In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

12.11. Notices. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days'

notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Corning, ATTN: City Manager, 794 Third Street, Corning, CA 96021.

12.12. Consultant's Insurance Primary. The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. Waiver of Subrogation. Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. Report of Claims to City. Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. Premium Payments and Deductibles. Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement. City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

12.16. Duty to Defend and Indemnify. Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

13.1. City Cooperation in Performance. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit

in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

City of Corning

ATTN: City Manager

794 Third Street

Corning, CA 96021

If to Consultant:

PlaceWorks

101 Parkshore Drive, Suite 200

Folsom, California 95630

15. SURVIVING COVENANTS The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. City Termination. City may terminate this Agreement for any reason on ten calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

16.2. Consultant Termination. Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. Remedies. City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

17.1. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2. Integration of Exhibits. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by City and Consultant.

17.3. Headings. The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.

17.4. Pronouns. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

17.5. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17.6. No Presumption Against Drafter. Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

18.1. Confidentiality. All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.

18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer

if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

18.3. Non-assignment. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.4. Binding on Successors. This Agreement shall be binding on the successors and assigns of the parties.

18.5. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

18.6. Time of the Essence. Time is of the essence for each and every provision of this Agreement.

18.7. Non-Discrimination. Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

18.9. Excused Failure to Perform. Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.10. Remedies Non-Exclusive. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.

18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.

18.12. Venue. The venue for any litigation shall be Tehama County, California and Consultant hereby consents to jurisdiction in Tehama County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

CITY OF CORNING:

CONSULTANT:

By: _____
Brant Mesker
City Manager

By: _____
[Name of Consultant]

Date: _____
Attest:

Date: _____

Lisa M. Linnet, City Clerk



7th Cycle Housing Element Update

for the City of Corning

Proposal for Services | November 9, 2023



Proposal for Services | November 9, 2023

7th Cycle Housing Element Update

for the City of Corning

Prepared By: PlaceWorks

101 Parkshore Drive, Suite 200
Folsom, California 95630
t 916.245.7500

ORANGE COUNTY • BAY AREA • **SACRAMENTO** • CENTRAL COAST • LOS ANGELES • INLAND EMPIRE

PLACEWORKS.COM



November 9, 2023

Christina Meeds
Planner II
City of Corning
Planning Department
794 Third Street
Corning, CA 95963

Subject: Corning 7th Cycle Housing Element Update

Dear Christina:

Please accept the attached submittal as PlaceWorks' proposal to prepare the 7th Cycle Housing Element Update for the City of Corning.

PlaceWorks is one of the West's preeminent planning and design firms, with approximately 140 employees in six offices. PlaceWorks provides comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS) services. Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. PlaceWorks brings together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work is distinctly different, so is our thinking.

This proposal shall remain valid for 120 days from the date of submittal. As a Principal, I am authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. Please do not hesitate to contact me if you need more information. The PlaceWorks team looks forward to working with you on this interesting and challenging project.

We look forward to your response.

Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink, appearing to read "Jennifer Gastelum", with a long horizontal flourish extending to the right.

Jennifer Gastelum
Principal
101 Parkshore Drive, Suite 200
Folsom, CA 95630
916.245.7500 ext. 2733
jgastelum@placeworks.com



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APPENDIX A: RESUMES



1. TEAM ORGANIZATION

PlaceWorks has assembled a highly qualified team to complete the 7th Cycle Housing Element Update. This chapter provides an overview of PlaceWorks qualifications, as well as the experience of key personnel that will be assigned to the project.

Resumes for the key staff identified are included in Appendix A at the end of this proposal. Additional materials are available upon request. The organization of the team is shown graphically in Figure 1.

PlaceWorks

PlaceWorks is one of the West’s preeminent planning and design firms, with approximately 140 employees in six offices. PlaceWorks’ history dates back over 45 years.

PlaceWorks serves both public- and private-sector clients throughout the state in the fields of comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS). Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. PlaceWorks brings together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work is distinctly different, so is our thinking.

For the Corning 7th Cycle Housing Element Update, PlaceWorks will oversee all aspects of the project and ensure its successful and timely completion.

Company Ownership

Company Type:
California S-Corporation

Office Locations

Los Angeles
Santa Ana (headquarters)
Ontario
San Luis Obispo
Berkeley
Folsom

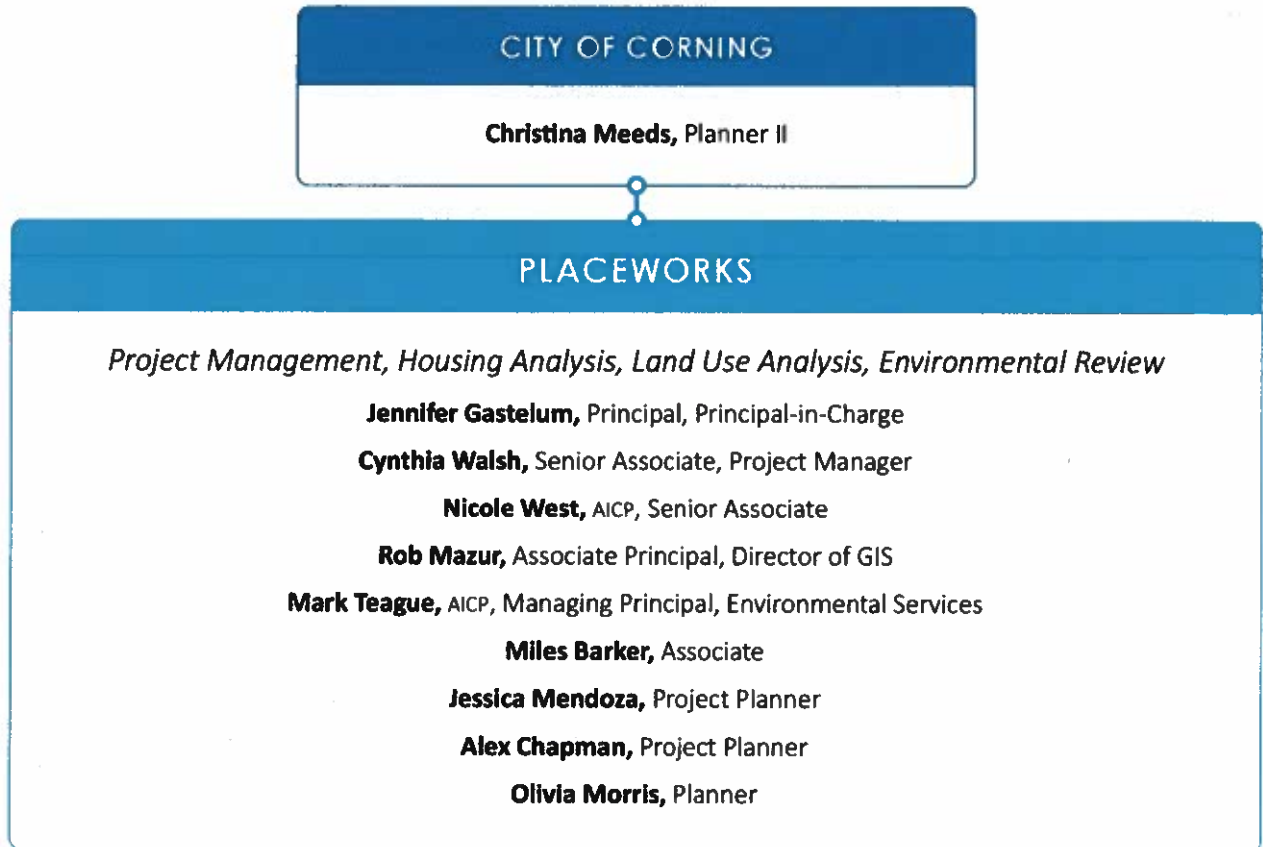
Primary Contact

Jennifer Gastelum
Principal
101 Parkshore Drive, Suite 200
Folsom, CA 95630
916.245.7500 ext. 2733
jgastelum@placeworks.com

Website

placeworks.com

FIGURE 1 ORGANIZATIONAL CHART



Key Staff

Jennifer Gastelum, Principal, Principal-in-Charge



Jennifer will serve as principal-in-charge and ensure that all products are produced on time and on budget and meet the highest standards of quality. She will facilitate public workshops and meetings. Jennifer has over 20 years of experience in housing programs and public outreach throughout California, Nevada, and Washington. As a recognized leader in the field, she has managed updates to over 100 Housing Elements since 2008. Her experience includes preparing United States Department of Housing and Urban Development (HUD) consolidated plans, action plans, analyses of impediments to fair housing choice, housing condition surveys, and housing market studies. Jennifer has significant experience overseeing grant management of state and federal programs, such as the Community Development Block Grant (CDBG) program, CALHOME, and HOME. Jennifer is committed to continuing education and training, and she has experience leading project management and business development training. Other project experience includes specific plans, general plans, environmental impact reports (EIRs), and Initial Studies (IS)/Negative Declarations (NDs).

Percentage of Involvement
5%

Cynthia Walsh, Senior Associate, Project Manager



Cynthia will serve as the project manager and will be responsible for the day-to-day management of the project, as well as for maintaining regular contact with City staff, facilitating workshops, and attending all project meetings. Cynthia has over a decade of experience working on long-range planning documents, including managing over 20 Housing Elements in the 6th cycle. She specializes in policy writing for Housing Element updates, Housing Element annual reports, zoning codes, general plans, consolidated plans, and action plans. She is experienced with state and federal grant programs. Cynthia has significant experience in the preparation of analysis of impediments to fair housing choice documents, ensuring they are consistent with the guidelines and requirements outlined in HUD's Fair Housing Planning Guide. She has also prepared over 100 Housing Elements over the past two Housing Element cycles for cities and counties throughout California.

Percentage of Involvement
30%

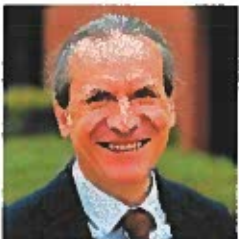
Nicole West, AICP, Senior Associate, Housing Support



Nicole will provide housing support to the project team. Nicole has over a decade of experience in planning, housing, and community development. She manages Housing Element updates, ensuring that local jurisdictions meet the requirements of new state laws to achieve certification. She has managed several municipal affordable housing programs, providing program set-up, training, and ongoing management. She is experienced with various technical analyses, including disadvantaged unincorporated community analyses under SB 244 and public services needs assessments. She also has significant public outreach and stakeholder engagement experience.

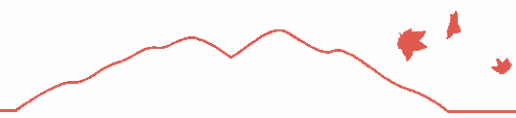
Percentage of Involvement
5%

Rob Mazur, Associate Principal, Director of GIS



Rob will offer GIS expertise on the project. Rob has extensive experience creating maps and datasets for a range of planning projects. He specializes in all facets of geodatabase development, data management, web GIS, and spatial and tabular analyses for improved decision making, information retrieval, and cartography. Rob excels at quantitative and spatial analysis, including buildout calculations, walkability, community health modeling, cartography, and land use scenario modeling. He works directly with clients and staff to develop effective, efficient, and informative GIS processes. Rob is well versed in advanced and current planning practices in both the public and private sector and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments. Rob has brought his GIS skills to a number of general plan updates throughout California and has managed a variety of mapping projects in Los Angeles County, the Bay Area, and beyond.

Percentage of Involvement
5%



Mark Teague, AICP, Managing Principal, Environmental Services, Advisor



Mark will serve as an advisor and offer environmental expertise on the project. In over 35 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. Mark is often able to offer a unique approach to meeting a critical goal of a project. His experience as a planning director, staff liaison, and ability to see the whole of the project ensures that every document meets the need of the client. He has served as on-call extension of staff for numerous cities throughout northern and southern California, including Anderson, Mount Shasta, Wildomar, and Eastvale.

Percentage of Involvement
1%

Miles Barker, Associate, Environmental Support



Miles will support the environmental team with CEQA documentation, providing research, analysis, and processing. Miles works closely with the Environmental Services team to assist with the preparation, processing, and analysis of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance documents; EIRs; and various aspects of the CEQA process for a variety of public- and private-sector projects. Miles also assists the Housing Team with Housing Elements, outreach, and research.

Percentage of Involvement
1%

Jessica Mendoza, Project Planner, Environmental Support



Jessica will serve as key environmental staff on the project. Jessica's passions include environmental justice, public outreach, urban planning, and policy research. As an Environmental Planner, she hopes to help support environmental projects and engage in meaningful public outreach. She supports the Environmental Planning Team at PlaceWorks to bring about a variety of environmental projects throughout the state. Currently, Jessica is working on CEQA analysis for housing elements for Contra Costa County and the City of Benicia, as well as an EIR for Butte County.

Percentage of Involvement
2%

Alex Chapman, Project Planner



Alex is a planning professional and assistant project manager with experience working in the complex California regulatory environment. Alex is experienced in the planning of environmental services, long-range planning, and affordable housing sectors. His diverse background includes the development and implementation of comprehensive zoning code updates, design guidelines, city ordinances, and housing elements. Alex also has training in HUD and California Department of Housing and Community Development (HCD) program administration and environmental regulations. As a long-range planner, Alex has experience in

Percentage of Involvement
30%

the development and implementation of comprehensive zoning code updates both conventional and form-based, design guidelines, other city ordinances, and housing elements. He now supports broad community planning for complex municipal general plans, objective design standards, and housing elements. As a GIS Analyst, Alex supports a broad range of projects through spatial and data analysis. As a Planner, he has helped develop a specialization for performing Housing Element analyses and developing maps for Affirmatively Furthering Fair Housing.

Olivia Morris, Planner



Olivia has been assisting with a variety of general CEQA projects, as well as helping out with PlaceWorks' housing team. Olivia is gaining experience with EIRs and other environmental documents, as well as getting familiar with the entire CEQA process. Olivia first came to PlaceWorks as an intern through the Environmental and Planning Diversity Internship Program, where she participated in a collaborative two-week charrette working alongside the other nine interns, professionals from the participating firms, and public planners on a project with the City of Huntington Park.

Percentage of
Involvement
20%

Housing Services

PlaceWorks has provided housing services since 1988. We have prepared Housing Elements, analyses of impediments to fair housing, strategic plans, pro formas, housing demand studies, and video productions. Our staff have prepared over 100 Housing Elements. PlaceWorks has also received numerous awards from the state chapter and local sections of the American Planning Association.

Few firms can offer our breadth of services or the resume of awards that demonstrate our project innovation and quality. Whether the focus is on revitalizing corridors with housing, incorporating an economic perspective into land use decisions, or integrating community health, we integrate this expertise into our housing plans.

Our housing philosophy is rooted in the belief that the housing we reside in and the neighborhoods where we live are fundamental to our communities and the quality of life offered to residents and the workforce. Successful communities are those that can embrace the value of housing and neighborhoods and can develop innovative programs to support housing. As we work with cities to plan for housing, we are guided by the following three principles.

1. Housing Strengthens Neighborhoods: Quality affordable housing and the neighborhoods where we live are critical to personal and family well-being. Quality housing provides a safe living environment for people of all ages. Strong neighborhoods with the appropriate mix of amenities are also essential to quality of life. In crafting our housing plans, we look for innovative ways to incorporate housing and amenities in a way that strengthens neighborhoods.

2. Housing Creates Jobs and Economic Prosperity: Housing brings tremendous economic value to a community—it creates jobs, improves property values, and brings tax revenue into a city or county. A home is also the most valuable asset many Americans will own. We understand the economic value of housing,

both to the resident and the community. Working with the development community, we also understand the economics behind housing and what it takes for investments to be made.

3. Housing Addresses Lifestyle Needs: Housing products continue to evolve to meet lifestyle needs in our cities and counties, and our housing plans should be responsive to these industry changes. Our work with the development industry allows us to bring the latest in housing products to our housing work. Whether it is intergenerational housing concepts, mixed-use, transit-oriented housing, or affordable housing, our housing plans reflect the latest in product innovation.

Project Experience

PlaceWorks staff bring decades of work supporting local agencies with HCD compliance. We have extensive experience working with HCD—completing over 100 certified Housing Elements since 2008, the vast majority of which were certified after a single round of review during the 5th cycle. We have recently completed 46 Housing Element updates during the 6th cycle. We also have considerable expertise with preparing inclusionary housing ordinances, analyses of impediments to fair housing choice, consolidated plans, annual action plans, housing condition, and income surveys, as well as acting as an extension to local staff to help with Housing Element implementation and Annual Housing Element report submittal to HCD.

Housing Elements: PlaceWorks understands that each community has unique housing conditions and challenges and understands the complex regulatory requirements that accompany the Housing Element certification process. We use our experience and knowledge to work with local governments to gain an understanding of each community’s unique housing needs and strategies to produce a user-friendly Housing Element. We have extensive experience with preparing Housing Elements for small to large cities and counties, as well as for urban and rural communities (see Figure 2).

Experience with HCD: PlaceWorks maintains strong and effective working relationships with HCD reviewers. Over the course of assisting cities and counties with their housing elements, we have worked closely with staff at HCD. We strive to understand updates to state law and HCD goals and serve as a liaison between HCD staff and the communities we work with. Reaching a consensus with HCD is a negotiation process, and we are committed to representing the City’s best interests in that process. By maintaining close contact with HCD and representing the needs of our clients, we have never failed to obtain certification of any of the housing elements we have prepared. Our proximity to HCD’s office in Sacramento makes it easy for us to meet with HCD staff as needed.

This next section describes our experience in providing services that are similar in nature to those described in the City’s request for proposals (RFP).

Relevant Projects

2021-2029 (6TH CYCLE) PLACER COUNTY HOUSING ELEMENT UPDATE | PLACER COUNTY, CA

The PlaceWorks team prepared the County of Placer's (County's) 6th Cycle Housing Element update, which included an evaluation of existing housing programs; a housing needs analysis; identification of housing resources and opportunities; housing constraints analysis update; and housing goals, policies, programs, and quantified objectives updates. The PlaceWorks team prepared a memo for the County to address environmental justice concerns for locally identified disadvantaged communities, as well as preparing an environmental addendum to the 2013 IS/ND.

PlaceWorks is also currently working with the County to update the Health and Safety Element in the County's existing General Plan. This update builds resilience among Placer County community members, buildings, infrastructure systems, and other important community assets. The update responds to updated state requirements and incorporates recent County planning efforts, including the Placer County Sustainability Plan, the Community Wildfire Protection Plan, and the Lake Tahoe Climate Adaptation Action Portfolio, among others. The updated Health and Safety Element will provide a framework for more comprehensive protection against issues such as wildfire, drought, pandemics, and extreme temperatures, among others.

WILLITS 4TH CYCLE HOUSING ELEMENT REVISIONS AND 5TH AND 6TH CYCLE HOUSING ELEMENT UPDATES | WILLITS, CA

PlaceWorks was hired to assist the City of Willits in preparing its 6th Cycle Housing Element update. PlaceWorks will ensure that the draft Housing Element continues to comply with all new state law requirements and identifies adequate sites that meet the City's Regional Housing Needs Allocation (RHNA). The scope of work includes housing element preparation, which includes an evaluation of existing housing programs; a housing needs analysis; identification of housing resources and opportunities; housing constraints analysis update; and housing goals, policies, programs, and quantified objectives update.

AUBURN 2021-2029 (6TH CYCLE) HOUSING ELEMENT UPDATE | AUBURN, CA

PlaceWorks prepared the City of Auburn 2021–2029 Housing Element to incorporate all state law changes and the associated environmental review. PlaceWorks also revised parts of the General Plan and Safety Element to support the new Housing Element. Since these two elements, PlaceWorks also conducted the Senate Bill (SB) 244 disadvantaged communities analysis and based on the analysis will work with the City to determine the best way to address the SB 1000 requirement. PlaceWorks also prepared CEQA analysis for the City as part of the Housing Element update.

YUBA CITY GENERAL PLAN UPDATE | YUBA CITY, CA

PlaceWorks is preparing an update to the City’s General Plan, including the 2014 Housing Element and 2001 Land Use Element. This update is a technical refresh of the General Plan, as some of the local and regional priorities have changed and to meet updated State of California requirements. Included in the scope of this project is updating the General Plan and Zoning Ordinance and preparing a supplemental environmental impact report (SEIR) to meet the requirements of the California Environmental Quality Act (CEQA). This effort required careful review of the existing plan and supporting documents, discussions and close coordination with City staff, and public outreach. The more comprehensive updates included conformance with requirements pursuant to Senate Bill (SB) 244 (disadvantaged unincorporated communities analysis and policy changes), SB 1000 (environmental justice analysis and policy changes), SB 379 (climate change adaptation analysis and policy changes), SB 1241 (fire hazards review and policy changes), and an overhaul of the Housing Element for review and certification by the California Housing and Community Development Department (HCD).

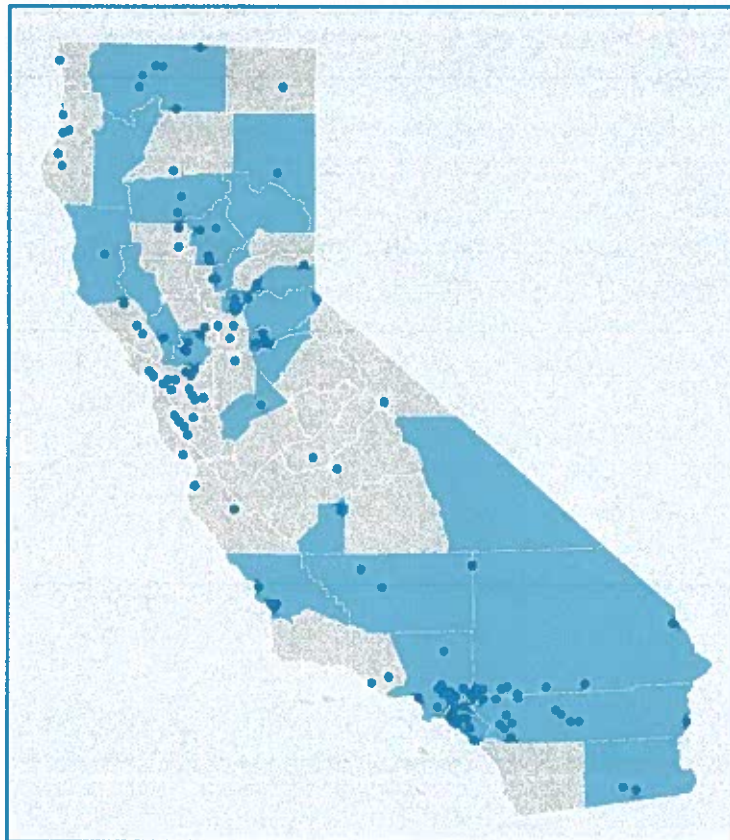
List of Clients

See the following page for a list of public agencies for whom PlaceWorks has prepared HCD-certified Housing Elements.

FIGURE 2 HOUSING ELEMENT EXPERIENCE

Housing Element Experience

◆ = Housing Element has been adopted in the 6th Cycle.



Cities

- Alameda ◆
- Albany
- Anderson ◆
- Arcata ◆
- Arroyo Grande ◆
- Auburn ◆
- Bakersfield
- Biggs
- Blythe
- Calimesa
- Capitola
- Chico
- Chino
- Clayton
- Cloverdale
- Clovis
- Coachella
- Colfax ◆
- Compton
- Concord
- Corning ◆
- Crescent City
- Cupertino
- Dana Point ◆
- Davis
- Dixon
- Dorris
- Dublin
- Dunsmuir
- Eastvale ◆
- El Monte
- Elk Grove ◆
- Emeryville ◆
- Etna
- Fairfield
- Fortuna ◆
- Fountain Valley ◆
- Greenfield
- Gridley
- Grover Beach ◆
- Hanford
- Highland
- Holtville
- Hughson
- Imperial
- Industry
- Ione
- Jackson
- La Habra
- La Quinta
- Laguna Woods
- Lake Elsinore
- Lincoln ◆
- Livermore
- Lodi
- Los Altos
- Madera
- Marysville ◆
- Menifee
- Menlo Park
- Milpitas
- Montague
- Moorpark ◆
- Morro Bay ◆
- Ontario ◆
- Orinda
- Orland
- Oxnard ◆
- Palm Springs
- Palmdale
- Pasadena
- Perris
- Pismo Beach ◆
- Pittsburg
- Pleasanton
- Plymouth
- Pomona
- Rancho Cordova ◆
- Rancho Cucamonga
- Rancho Mirage
- Ridgecrest
- Rio Dell ◆
- Riverside
- Rocklin ◆
- Roseville
- San Bernardino
- San Dimas ◆
- San Marino
- San Ramon
- Santa Ana ◆
- Santa Cruz
- Santa Monica
- Santa Rosa
- Seaside
- Soledad
- South Lake Tahoe ◆
- Stanton
- Suisun City
- Sutter Creek
- Tehama ◆
- Temecula
- Tustin
- Twentynine Palms
- Upland
- Vacaville
- Wasco
- West Sacramento
- Westminster
- Whittier
- Wildomar ◆
- Willits ◆
- Willows
- Yorba Linda
- Yreka
- Yuba City ◆
- Yucaipa ◆

Counties

- Amador
- Butte
- Calaveras
- El Dorado ◆
- Imperial ◆
- Inyo
- Kern
- Kings
- Lake ◆
- Lassen
- Los Angeles
- Mendocino ◆
- Napa
- Orange
- Placer ◆
- Riverside
- San Bernardino ◆
- San Luis Obispo ◆
- Siskiyou
- Solano
- Stanislaus
- Tehama
- Trinity ◆
- Yuba ◆

Towns

- Town of Corte Madera
- Town of Fairfax
- Town of Loomis ◆
- Town of Los Gatos
- Town of Mammoth Lakes ◆
- Town of Paradise
- Town of Truckee
- Town of Windsor
- Town of Yountville
- Town of Yucca Valley ◆

SB 2 Housing Element Technical Assistance

- City of Alturas
- City of Blue Lake
- City of Montebello
- City of Needles
- City of Susanville
- City of Trinidad ◆
- County of Plumas
- Town of Fort Jones



CITY OF VACAVILLE
COMMUNITY DEVELOPMENT DEPARTMENT

650 Merchant Street • Vacaville, CA 95688 • CityofVacaville.gov • 707.449.5140

November 9, 2023

Christina Meeds, Planner II
City of Corning
794 Third Street
Corning, CA 95963

Subject: Letter of Recommendation for PlaceWorks – Corning 2024-2029 7th Cycle Housing Element Update

Dear Christina:

I would like to take a moment to recommend PlaceWorks to prepare the *2024-2029 7th Cycle Housing Element Update* for the City of Corning. My staff and I worked with PlaceWorks on the City of Vacaville's 2023-2031 Housing Element. We found that PlaceWorks produces high-quality work with minimal revisions, is very responsive to questions, and always exceeds our expectations.

I worked directly with Jennifer Gastelum, Cynthia Walsh, Nicole West, Mark Teague, and others at PlaceWorks on several projects and found them to be professional, friendly, and exceptionally knowledgeable about housing work. The staff at PlaceWorks has clearly demonstrated that they are well qualified to complete the tasks requested by the City, and their work product deliverables have been of a high quality.

In summary, I have found the PlaceWorks team to be highly qualified professionals who work hard and keep an open line of communication. Please feel free to contact me as I would welcome the opportunity to explain why I recommend them so highly.

Sincerely,

Erin Morris, AICP
Community Development Director



CITY OF EASTVALE

12363 Limonite Avenue | Suite 910 | Eastvale, CA 91752
951.361.0900

November 8, 2023

Christina Meeds, Planner II
City of Corning
794 Third Street
Corning, CA 95963

Subject: Letter of Recommendation for PlaceWorks – Corning 2024-2029 7th Cycle Housing Element Update

Dear Christina:

It is my pleasure to recommend PlaceWorks to prepare the *2024-2029 7th Cycle Housing Element Update* for the City of Corning. My staff and I worked with PlaceWorks on the *Eastvale 2040 General Plan Update and 2021-2029 6th Cycle Housing Element Update*. I found that PlaceWorks produces high-quality work with minimal revisions, is very responsive to questions, and always exceeds our expectations. As a result, we were one of the first cities in the Southern California Association of Governments (SCAG) region to receive State certification of our 6th Cycle Housing Element Update.


I worked directly with Cynthia Walsh, Mark Teague, and others at PlaceWorks on several projects and found them to be professional, friendly, and exceptionally knowledgeable of all things housing, including the latest state housing laws. The staff at PlaceWorks has clearly demonstrated that they are well qualified to complete the tasks requested by the City, and their work product deliverables have been of a high quality.

In summary, the PlaceWorks team is highly qualified who work hard and keep an open line of communication.

I would welcome the opportunity to verbally explain why I recommend them so highly. Please feel free to contact me at your convenience. I can be reached at (951)703-4499 or via email at ggonzalez@eastvaleca.gov.

Sincerely,

Gustavo N. Gonzalez
Community Development Director



2. APPROACH, SCOPE, AND SCHEDULE

Project Approach

PlaceWorks understands that the City requests assistance in preparing its 7th Cycle Housing Element Update for submission to HCD in accordance with state laws, regulations, and statutes since the last Housing Element adoption. The current Housing Element will serve as the foundation for the 2024-2029 Housing Element update.

This effort will include public outreach and coordination with HCD during the Housing Element update process. PlaceWorks will review the City's existing Housing Element, identify key housing stakeholders in the City, and provide public outreach services. We will also prepare the updated element using input from City staff and HCD as necessary to ensure compliance with recently passed state housing legislation and current state Housing Element law.

Our scope of work follows this approach and focuses on achieving state certification for the City. If possible, we hope to assist the City with achieving conditional approval of the Housing Element after the first round of HCD review to tighten the schedule; however, it is far more typical in the last couple years for Housing Elements to need to go through two rounds of HCD review before receiving conditional approval. Therefore, we have included a schedule and scope of work that assumes two rounds of HCD review.

The enclosed work program reflects the items included in the City's RFP in addition to our understanding of current state requirements.

Work Plan

This chapter describes the scope of services to be completed by PlaceWorks for the Corning 7th Cycle Housing Element Update. To facilitate your review of this proposal, we have prepared a concise scope that emphasizes key components of our approach to this project.

We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project. We have extensive experience working with HCD—completing over 100 certified Housing Elements since 2008.

A summary of the work program is presented in Table 1.



Table 1 Work Program Summary

Task 1: Project Management and Kick-Off

1.1 Project Management and Coordination

Task 2: Housing Element Preparation

- | | |
|---|--|
| 2.1 Evaluation of the 2019-2024 Housing Element | 2.4 Housing Resources and Opportunities |
| 2.2 Housing Needs Analysis | 2.5 Housing Constraints |
| 2.3 Fair Housing Assessment | 2.6 Housing Goals, Policies, Programs, and Quantified Objectives |

Task 3: Public Outreach

- | | |
|---------------------------------|---------------------|
| 3.1 Stakeholder Interviews | 3.3 Public Hearings |
| 3.2 Community Outreach Meetings | |

Task 4: Prepare and Finalize Housing Element

- | | |
|--------------------------|--------------------------------------|
| 4.1 Administrative Draft | 4.4 Second HCD Review Draft |
| 4.2 Public Review Draft | 4.5 Final Adoption and Certification |
| 4.3 HCD Review Draft | 4.6 State Certification |

Task 5: Environmental Review

- | | |
|---------------|------------------------|
| 5.1 Exemption | 5.2 SB 18 Consultation |
|---------------|------------------------|

Task 1. Project Management and Kick-Off

1.1 Project Management and Coordination

PlaceWorks will communicate with City staff via telephone, web conferencing, and email and will email monthly progress reports throughout the duration of the project. We will also prepare for and attend a kick-off conference call to exchange information and initiate work on the Housing Element update. At the meeting, we will:

- Review the scope of work and schedule
- Review Housing Element legal requirements
- Provide a list of data needs

Deliverables:

- » Kick-off meeting agenda and data needs list (electronic copy)
- » Agenda for subsequent meetings with staff (electronic copies)

Task 2. Housing Element Preparation

2.1 Evaluation of 2019-2024 Housing Element

PlaceWorks will work closely with City staff to determine the status, effectiveness, and appropriateness of the 2019-2024 housing programs. We will gather and document all available information regarding specific accomplishments. In addition to reviewing the policy programs for results achieved, we will evaluate each program for compliance with state housing laws and identify and document any omissions or deficiencies. Findings from the evaluation will be detailed in a table to be included in the draft Housing Element and used as a basis for program revisions for the new planning period.

Deliverables:

- » Review of housing programs will be a section in the administrative draft Housing Element

2.2 Housing Needs Analysis

PlaceWorks will update the needs analysis pursuant to Government Code Section 65583 with data from HCD's pre-approved 7th cycle data package (which is not subject to further review by HCD), 2020 U.S. Census, American Community Survey, and other relevant sources. The updated needs analysis will include the following:

- Population and Demographics: Population trends and projections, race and ethnicity, and population age.
- Household Characteristics: Number, size, and type of existing households, and characteristics of lower-income households (including extremely low).
- Employment and Income: Employment by industry, occupation of employed residents, and income trends.
- Housing Stock Characteristics: Housing types and conditions, overcrowded households, and vacancy rates.
*This scope does not include a windshield housing condition survey.
- Housing Costs and Affordability: Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- Special Housing Needs: Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, female-headed households.
- At-Risk Housing: Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- Opportunities for Energy Conservation: Pursuant to SB 375 and Assembly Bill (AB) 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

2.3 Fair Housing Assessment

AB 686 requires each city or county to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. The City will need to include an assessment of fair housing practices, examine the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee (TCAC)/HCD Opportunity Maps will be included as well as approved HCD maps that are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic

advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high-resource areas rather than concentrated in areas of high segregation and poverty. It will be important to demonstrate adequate sites throughout the city and meaningful actions to overcome geographic disparities. This task assumes we will follow HCD's 7th cycle rural community fair housing outline and that HCD will be preparing the fair housing related maps. PlaceWorks will prepare the land inventory overlay on the fair housing maps.

2.4 Housing Resources and Opportunities

PlaceWorks will work closely with City staff to identify physical, programmatic, and financial resources available to meet housing needs. The analysis will include the Regional Housing Needs Allocation (RHNA) analysis, updated housing sites inventory, financial resources, and regulatory incentives for housing.

a. Sites Inventory and RHNA Analysis

The final 2024–2029 RHNA allocated Corning a total of 186 units, of which, 74 units are allocated for lower-income households. PlaceWorks will rely on the sites inventory included in the current Housing Element and identify additional sites, as needed. This task will include all analysis needed to comply with recent updates to state housing law. A new map of the sites will be included in the analysis.

b. Financial and Programmatic Resources

PlaceWorks will update financial and programmatic resources available for affordable housing programs, including local and state funding programs, as well as private sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

c. Electronic Sites Inventory

Pursuant to SB 6 (Chapter 667, Statutes of 2019), jurisdictions adopting a Housing Element on or after January 1, 2021, must prepare an electronic copy of the final inventory of parcels using HCD-approved Excel spreadsheets and must submit it to HCD with the Housing Element. PlaceWorks will prepare the electronic land inventory to submit to HCD upon adoption of the Housing Element.

2.5 Housing Constraints

PlaceWorks will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs (pursuant to Government Code Section 65583(a)(4, 5)) where relevant, including land use controls, fees and exactions, permit processing procedures, and building codes and code enforcement, as well as land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all analysis needed to comply with recent updates to state housing law.

2.6 Housing Goals, Policies, Programs, and Quantified Objectives

PlaceWorks will work with City staff to update goals, policies, programs, and quantified objectives (pursuant to Government Code Section 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- All new state requirements since adoption of the existing Housing Element.

- Consistency and compliance with the rest of the General Plan elements and community goals.
- Development controls and regulatory incentives.
- Working to provide housing opportunities for all residents.
- Fair housing programs.
- Sources of affordable housing funding.
- Preserving and improving existing affordable housing.
- Facilitating development of adequate housing and infrastructure to meet the needs of low- and moderate-income households in keeping with the regional fair-share allocation.
- Mitigating any governmental constraints to providing and improving housing staff.

Task 2.2-2.6 Deliverables:

- » Updated Housing Needs Assessment
- » Fair Housing Assessment
- » Inventory of housing resources and sites
- » Constraints analysis
- » Review of past Housing Element program progress and preparation of new housing programs and quantified objectives

Task 3. Public Outreach

PlaceWorks will assist with facilitation of the Housing Element community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders.

3.1 Stakeholder Interviews

PlaceWorks has been conducting virtual stakeholder interviews with organizations representing different socioeconomic members of the community to identify housing needs. We have found these consultations to be a valuable way of getting targeted input. We will work with City staff to develop a list of two to three organizations, and we will conduct a phone or email survey to discuss the issues and housing-related needs of their clients.

3.2 Community Outreach Meetings

PlaceWorks will prepare for and attend one public meeting during the drafting of the Housing Element to discuss the Housing Element requirements and new state laws, and present initial findings. All comments received during the outreach meetings will be summarized in the public draft.

3.3 Public Hearings

PlaceWorks will attend one meeting to present the public draft Housing Element to either the Planning Commission or the City Council and the public. The meetings will occur before the public draft is submitted to HCD for review. PlaceWorks will prepare and attend two hearings to present the final Housing Element to the Planning Commission for recommendation and the City Council for adoption.

Task 3.1-3.2 Deliverables:

- » Prepare for and attend one community meeting
- » Prepare for and attend three public hearings
- » Prepare PowerPoint presentation for four meetings

Task 4. Prepare and Finalize Housing Element

4.1 Administrative Draft

PlaceWorks will incorporate the components described previously into a comprehensive, formatted administrative draft Housing Element, which will be submitted to City staff for review. Any outstanding data from the City will be incorporated into the draft Housing Element during City staff's review. We request that we receive one consolidated set of City comments on the administrative draft.

Deliverables:

- » One electronic copy (in MS Word and PDF) of the administrative draft Housing Element

4.2 Public Review Draft

PlaceWorks will address staff comments on the Administrative Draft and reply to any questions. We will incorporate comments and revisions from staff review of the Administrative Draft, as directed. PlaceWorks will then prepare and submit a Public Review Draft Housing Element to present to the Planning Commission or City Council prior to submittal to HCD.

Deliverables:

- » One electronic copy (in MS Word and PDF) of the Public Review Draft Housing Element to be posted on the City's website for a minimum of 30 days.

4.3 HCD Review Draft

PlaceWorks will address public comments (no more than four hours) and incorporate them into the Public Review Draft and prepare a second Public Review Draft for submittal to HCD for review.

Deliverables:

- » One electronic copy (in MS Word and PDF) and one hard copy of the HCD Review draft to send to HCD with a cover letter for their 90-day review.

4.4 Second HCD Review Draft

PlaceWorks will work with City staff to address HCD's comments and incorporate them into the third Public Review Draft for posting on the City's website for seven days and then for submittal to HCD for an additional 60-day review.

Deliverables

- » One electronic copy (in MS Word and PDF) and one hard copy of track changes of the HCD Review draft to send to HCD with a cover letter for their 60-day review.

4.5 Final Adoption and Certification

PlaceWorks will prepare a final Housing Element that incorporates changes to the HCD Draft from City staff, HCD, or public comments. PlaceWorks will submit the final Housing Element to HCD for final certification. The City will be responsible for submitting the Housing Element to the water/sewer district and Governor's Office of Planning and Research.

Deliverables:

- » One electronic copy (in MS Word and PDF), one print-ready, editable electronic version of the final draft for the City to have printed.
- » Two hard copies (one clean version and one showing all changes made) will be submitted to HCD for their 60-day certification review.

4.6 State Certification

PlaceWorks staff maintains strong working relationships with HCD reviewers, and because our office is in close proximity to the HCD office, staff is able to meet with HCD staff as needed. Our staff is very familiar with HCD's processes, HCD staff, and what steps need to be taken to ensure Housing Element certification.

PlaceWorks will serve as the City's liaison to HCD, and will include:

- Response to comments on the first draft Housing Element from HCD (90-day initial review).
- Response to comments on the second draft Housing Element from HCD (60-day review).
- Calls and emails with HCD staff to discuss comments.

Deliverables

- » One hard copy and one electronic submittal to HCD, including cover letters of the Housing Element with highlighted changes and additions (and printed copies, required by HCD).
- » Emails and memoranda to address HCD questions and comments, as needed.
- » Memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a tracked-changes format for review and approval by City staff.

Task 5. Environmental Review

5.1 Exemption

Because the changes to the Housing Element are limited to procedural changes and updates to policies necessary to meet state requirements, there are no direct or indirect physical changes to the environment. CEQA allows an agency to adopt an exemption for projects when it can be seen with certainty that there is no physical change to the environment. In this instance, the changes to the Housing Element are minor, and all future construction is subject to the existing regulations, ordinances, and laws that affect all construction. Because there is no change to the environment, the commonsense exemption would apply. Section 15061(3) of the CEQA Guidelines states "The activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." In this context, the local jurisdiction would determine that

the proposed Housing Element is a project as defined by CEQA, but that there is no possibility that the project would result in a significant effect on the environment and therefore qualifies for the commonsense exemption. PlaceWorks would provide a short memorandum to accompany the exemption explaining the changes proposed in the Housing Element and why there would be no impact. The memorandum and the exemption would accompany the staff report for the project. One administrative draft and one public draft of the document will be prepared.

Deliverables:

- » Prepare a short memorandum to accompany the Exemption for the staff report, one Administrative Draft document, one Public Draft document
- » Approved documents will be submitted to the State Clearinghouse, Governor’s Office of Planning and Research, and the Tehama County Clerk

5.2 Senate Bill 18 Consultation

PlaceWorks will draft a letter for placement on City letterhead to the Native American Heritage Commission (NAHC) for a tribal contact list in accordance with SB 18. City staff will draft letters to each of the tribes inquiring whether they want consultation. Completion of the SB 18 process is needed prior to taking action on the project. City staff will complete consultations with tribes.

Deliverable:

- » Draft letter to NAHC.

Schedule

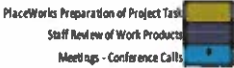
PlaceWorks’ proposed schedule for completion of the 7th Cycle Housing Element is shown in Table 2. As shown in the schedule, we anticipate that the project can be completed at the latest by April 2025. We have included two rounds of state review based on our recent experience but are hoping to get through in just one round of review. While we understand the deadline for compliance is June 30, 2024, we will work with HCD to hopefully get their feedback early in the process to provide for a smooth state review process.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing complex projects, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff with adequate time for editing and formatting into finished reports.

TABLE 2 SCHEDULE

Tasks	2024												2025			
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April
TASK 1 PROJECT MANAGEMENT AND KICK OFF																
1.1	Project Kick Off															
1.2	Project Management															
1.3	Document Review															
TASK 2 HOUSING ELEMENT PREPARATION																
2.1	Housing Needs Analysis															
2.2	Fair Housing Assessment															
2.3	Housing Constraints															
TASK 3 PUBLIC OUTREACH																
3.1	Stakeholder Interviews (2 to 3)															
3.2	Community Workshop (1)															
3.3	Public Hearings (3)															
TASK 4 HOUSING ELEMENT PREPARATION																
4.1	Review of Previous Housing Element															
4.2	Land Inventory															
4.3	Governmental Constraints															
4.4	Goal, Policies, and Programs and QOs															
4.5	Administrative Draft															
4.6	Public Review Draft															
4.7	HCD Review Draft															
4.8	Final Draft															
4.9	HCD Review															
TASK 5 ENVIRONMENTAL COMPLIANCE																
5.1	Exemption															
5.2	SB 18															





3. COST ESTIMATE AND STAFFING

As shown in Table 3, the estimated cost to complete the scope of work described in this proposal is \$70,000.

PlaceWorks recommends planning for a 5 to 10 percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

We are flexible regarding project costs and hope that you will not eliminate us from consideration based on cost alone.

The billing rates for each team member are included in Table 3.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Assumptions

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings shown in Task 3 in our scope of work. Additional meetings would be billed on a time-and-materials basis. Cynthia Walsh will attend all project meetings, public workshops, and other public meetings.
- No more than four hours of PlaceWorks' staff time will be required to respond to public comments on the Draft Housing Element. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- All products will be submitted to the City in electronic (PDF) format, except for printed copies that are specifically sent to HCD. This is an allowance only, based on the numbers of products and copies shown. If this allowance is exceeded, additional printing costs will be billed at PlaceWorks' actual cost.
- City staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

Staffing

All members of PlaceWorks' team have sufficient staff resources and the capability to perform the work required for the project as described within the scope of work. With a staff of approximately 140 employees and six office locations, PlaceWorks is able to complete the work both efficiently and effectively.

A precise breakdown of workload staffing for this project can be found in Table 3.

TABLE 3 COST ESTIMATE

The PlaceWorks Team
 Coming 7th Cycle Housing Element Update

COST PROPOSAL	PLACEWORKS												PlaceWorks Hours	PlaceWorks Total
	Jennifer Gestofum PIC \$280	Cynthia Welch PM \$220	Nicole West Role \$220	Alex Chapman Role \$160	Olivia Morris Role \$190	Mark Toegue Role \$280	Miles Barker Role \$170	Jessica Mendoza Role \$145	Rob Mazur Role \$170	GRAPHICS \$125	TECH EDITOR \$140	WP/ CLERICAL \$125		
TASK 1. Project Management and Kick-Off														
1 Project Management and Coordination	7	78											35	\$9,370
Task 1. Subtotal	7	28	0	0	0	0	0	0	0	0	0	0	35	\$9,370
TASK 2. Housing Element Preparation														
1 Evaluation of 2019-2024 Housing Element		4	2		14								20	\$3,140
2 Housing Needs Analysis		4	2		6	28							40	\$5,920
3 Fair Housing Assessment		4	2		40				12				58	\$9,760
4 Housing Resources and Opportunities		6	2		28				5				41	\$7,090
5 Housing Constraints		4	2		10	18							34	\$5,260
6 Housing Goals, Policies, Programs, and Quantified Objectives		8	2										10	\$2,200
Task 2. Subtotal	0	30	12	64	60	0	0	0	17	0	0	0	209	\$35,970
TASK 3. Public Outreach														
1 Stakeholder Interviews (2-3)					8								8	\$1,040
2 Community Outreach Meetings (1)	2	10			6								18	\$3,720
3 Public Hearings (3)	2	10			8								20	\$4,040
Task 3. Subtotal	4	20	0	14	8	0	0	0	0	0	0	0	46	\$8,800
TASK 4. Prepare and Finalize Housing Element														
1 Administrative Draft	1	8									8	3	20	\$3,535
2 Public Review Draft	1	6											7	\$1,600
3 HCD Review Draft													8	\$1,760
4 Second HCD Review Draft	1	6											7	\$1,600
5 Final Adoption and Certification	1	5											6	\$1,380
6 State Certification	3	8	8	16									35	\$6,920
Task 4. Subtotal	7	43	8	16	0	0	0	0	0	0	8	3	83	\$18,795
TASK 5. Environmental Review														
1 Exemption						2	2	8					12	\$2,060
2 SB 18 Consultation					4	2	2	8					4	\$520
Task 5. Subtotal	0	0	0	0	4	2	2	8	0	0	0	0	16	\$2,580
Labor Hours Total	18	119	20	114	72	2	2	8	17	0	8	3	383	
Labor Dollars Total	\$5,040	\$26,180	\$4,400	\$18,240	\$9,380	\$560	\$340	\$1,180	\$2,890	\$0	\$1,120	\$375	\$49,865	
PlaceWorks Percent of Total Labor	5%	31%	5%	30%	19%	1%	1%	2%	4%	0%	2%	1%		
EXPENSES														
PlaceWorks Reimbursable Expenses														\$335
Subconsultants' Reimbursable Expenses														
EXPENSES TOTAL														
GRAND TOTAL														\$70,000

RESOLUTION

OFFICERS OF CORPORATION

The actions set forth below are taken by unanimous consent of the Board of Directors of PlaceWorks, Inc., a California corporation (the “**Corporation**”), on September 27, 2023 in accordance with Section 307(b) of the California Corporations Code and the Bylaws of the Corporation.

RESOLVED, that the Directors, desiring to appoint officers for the conduct of the Corporation's business, nominate and appoint the persons whose names are set forth below to the offices set forth opposite their name.

RESOLVED FURTHER, that the following persons are elected to serve as the officers until the election and qualification of their successors:

<u>Name</u>	<u>Office</u>
Keith McCann	Chairman of the Board
Brian Judd	Chief Executive Officer
Randal W. Jackson	President
Karen Gulley	Vice-President
Kara Kosel	Vice President - Finance
Keith McCann	Secretary
Joanna Jansen	Assistant Secretary

Approved



Keith McCann, Chairman & Secretary of the Corporation



RESUMES





JENNIFER GASTELUM

Principal

Jennifer has over 20 years of experience specializing in various housing programs and public outreach for municipalities across California, Nevada, and Washington. As a recognized leader in the field, she has managed updates to over 100 housing elements since 2008. Her experience also includes preparing HUD consolidated plans, action plans, analyses of impediments to fair housing choice, housing condition surveys, and housing market studies. Jennifer has significant experience overseeing grant management of State and federal programs, such as the Community Development Block Grant (CDBG) program, CalHOME, and HOME. She is also experienced in federal labor standard compliance review and monitoring.

Jennifer is committed to continuing education and training, and she has considerable experience leading project management and business development training. Other project experience includes specific plans, general plans, environmental impact reports, and initial studies/negative declarations.

HIGHLIGHTS OF EXPERIENCE

- SB 2 and LEAP/REAP Technical Assistance | Statewide CA
- Solano County Multi-Jurisdictional Housing Element | Solano County CA
- Loomis General Plan Housing and Land Use Element Update | Loomis CA
- Orinda Housing Element and Safety Element | Orinda CA
- Auburn Housing Element and Safety Element | Auburn CA
- El Dorado County Housing Element 2021-2029 | El Dorado County CA
- Placer County Housing Element | Placer CA
- Elk Grove Housing Element Update | Elk Grove CA
- Yountville Cycle Housing Element Update | Yountville CA
- Lincoln Housing Element Update | Lincoln CA
- Anderson Housing Element Update | Anderson CA
- Arcata Housing Element Update | Arcata CA
- Arroyo Grande Housing Element Update | Arroyo Grande CA
- Auburn Housing and Safety Element Update | Auburn CA
- Grover Beach Housing Element Update | Grover Beach CA
- Morro Bay Housing Element Update | Morro Bay CA
- Alameda Housing Element | Alameda CA
- Willits Housing Element | Willits CA
- Pismo Beach Low-Cost Visitor-Serving Accommodation Study | Pismo Beach CA
- Pismo Beach 2020-2028 Housing Element | Pismo Beach CA
- Rohnert Park On-Call Housing Services | Rohnert Park CA
- San Luis Obispo County 2020-2028 General Plan Housing Element Update | San Luis Obispo County CA



EDUCATION

- BS, City and Regional Planning, Cal Poly San Luis Obispo
- AA, American River College

AFFILIATIONS

- American Planning Association

Team member since 2018



JENNIFER GASTELUM

Principal

jgastelum@placeworks.com

- Calaveras County IS/ND Addendum | Calaveras County CA
- Elk Grove Housing Element Update | Elk Grove CA
- Emeryville Staff Support Services | Emeryville CA
- Fortuna Housing Element Assistance | Fortuna CA
- Riverside County Housing Assistance | Riverside County CA
- Needles Mid-Cycle Housing Element | Needles CA
- Oxnard Housing Element Update | Oxnard CA
- Placer County Housing Element Update | Placer County CA
- Trinity County Housing Element, Trinity County CA

PREVIOUS EXPERIENCE

Housing Elements

- 2015–2023 Housing Elements, Stanislaus County; Kern County; communities of Ridgecrest, Wasco, Lodi CA
- 2014–2022 Housing Elements, Butte County; Solano County; communities of Alameda, Emeryville, Pleasanton, Biggs, Paradise, Clayton, Orinda, Fairfax, Los Altos, Dixon, Fairfield, Suisun City, Cloverdale, Yountville, Santa Rosa CA
- 2014–2019 Housing Elements, Amador County; Tehama County; communities of Lone, Jackson, Plymouth, Sutter Creek, Truckee, Grover Beach, Morro Bay, Willows, Montague CA
- 2013–2021 Housing Elements, Imperial County; Riverside County; communities of South Lake Tahoe, Wildomar, Eastvale, Temecula, Auburn, Lincoln, Roseville, Calimesa, Coachella, Elk Grove, Rancho Cordova, West Sacramento, Ontario, Twentynine Palms, Blythe, Oxnard, Marysville, Yuba County, and Davis CA
- 2008–2013 Housing Elements, Imperial County; Kern County; cities of Elk Grove, Imperial CA
- 2009–2014 Housing Elements, Solano County, Siskiyou County, Inyo County; communities of Lone, Anderson, Dixon, Chico, Fairfield, Soledad, Morro Bay, Hughson, Yountville, Madera, Monterey, Mount Shasta, Arcata, Orland, Yreka, Willows, Red Bluff, Vallejo, Los Altos, Clayton, Crescent City, Weed, Willits, Sand City CA
- First General Plan Housing Element City and 2008–2013 Update, Rancho Cordova CA
- Housing Element Updates, Washoe County; cities of Reno, Sparks NV

Federal Grant Program Management

- HOME Grant Administration, First-Time Homebuyers Program | Imperial County CA
- Community Development Block Grant Assistance | Rancho Cordova CA
- Community Development Block Grant Assistance | Citrus Heights CA
- CDBG, NSP, HOME, CalHOME Assistance | Monterey County CA
- City Labor Standards Compliance, NSP | Rancho Cordova CA

Affordable Housing

- Plumas Corporation Countywide Affordable Housing Strategy | Plumas County CA
- Regional Fair Share Housing Allocation Plan | Pierce County WA
- Affordable Housing Study | El Dorado County CA
- Affordable Housing Incentives and Infill Site Development Report | Placer County CA



CYNTHIA WALSH

Senior Associate

Cynthia has over a decade of experience working on long-range planning documents, specializing in policy writing for housing element updates, housing element annual reports, zoning codes, general plans, analyses of impediments to fair housing choice documents, consolidated plans, and action plans. She is experienced with State and federal grant programs, and she is an expert in federal (Davis-Bacon) and state labor standards compliance.

Cynthia has significant experience in the preparation of analysis of impediments to fair housing choice documents, ensuring they are consistent with the guidelines and requirements outlined in HUD's Fair Housing Planning Guide. She has also prepared over 30 housing elements over the past three housing element cycles for cities and counties throughout California.

HIGHLIGHTS OF EXPERIENCE

- Arcata Housing Element Update | Arcata CA
- Auburn Housing Element and Safety Element Update | Auburn CA
- Calaveras County Housing Element Update 2019- 2027 | Calaveras County CA
- El Dorado County Housing Element 2021-2029 | El Dorado County CA
- Elk Grove Housing Element Update | Elk Grove CA
- Fortuna Housing Element Assistance | Fortuna CA
- Lincoln Housing Element Update | Lincoln CA
- Placer County Housing Element Update | Placer County CA
- Riverside County Housing Assistance | Riverside County CA
- SB 2 Grant Application Assistance | Statewide CA
- Wildomar Housing Assistance | Wildomar CA
- Willits Housing Element | Willits CA

PRIOR EXPERIENCE

Housing Elements

- 2008–2013 Housing Elements, Riverside County; cities of Alameda, Fortuna, Oxnard, Rancho Cordova, Willits CA
- 2009–2014 Housing Elements, Solano County; cities of Arcata, Biggs, Chico, Cloverdale, Crescent City, Dixon, Eastvale, Hughson, Imperial, Ione, Los Altos, Montague, Monterey, Plymouth, Rancho Cordova, Sand City, Tulelake, Vallejo, Wildomar, Willits, Willows, ad Yountville CA
- 2013–2021 Housing Elements, Imperial County; Butte County; Riverside County; cities of Auburn, Calimesa, Eastvale, Holtville, Marysville, Ontario, Roseville, Temecula, West Sacramento, Wildomar, Willits CA

Community Development Block Grant Programs

- Analysis of Impediments (AI) to Fair Housing Choice, Contra Costa Consortium; cities of Fairfield, Hanford, Lodi, Monterey, Rancho Cordova, Rocklin CA



EDUCATION

- BA, Urban Studies and Planning San Francisco State University
- Section 3 HUD Training
- Davis-Bacon Labor "Prevailing Wage Law" Course

Team member since 2018





CYNTHIA WALSH

Senior Associate

cwalsh@placeworks.com

- Consolidated Plans and Action Plans, Contra Costa Consortium; cities of Lancaster, Monterey, Redwood City, Santa Monica CA; State of Arizona; State of Nevada

Other Housing

- Housing Condition Surveys, Imperial County; cities of Grass Valley, Fairfield, Fort Bragg, Vallejo CA
- Income Surveys for Unincorporated Areas of Calexico, Holtville, Heber, Imperial County CA
- Redevelopment Blight Assessment | Plymouth CA
- Kern Council of Governments Regional Housing Needs Plan and Data Report | Kern County CA



NICOLE WEST AICP

Senior Associate



Nicole has over 13 years of experience in planning, most recently focusing on housing and community development projects, and prior to that, focusing on open space and trails projects. She has managed numerous Housing Element Updates, ensuring that local jurisdictions meet the requirements of new state laws to achieve certification. She has managed several municipal affordable housing programs (below-market-rate rental and ownership, first-time homebuyer and various loan programs) providing full program set-up, training, and ongoing management and administration. She is experienced with technical data analysis and report writing for a range of documents including disadvantaged unincorporated community analyses under Senate Bill (SB) 244, and Public Services Needs Assessments.

Nicole is also skilled in field data collection, home and site inspections and preparing existing conditions reports. She has significant public outreach and stakeholder engagement experience. Recently, for a City in Northern California, Nicole led a team in developing a multi-page website to guide homeowners and developers interested in building Accessory Dwelling Units.

HIGHLIGHTS OF EXPERIENCE

- Trinity County Housing Element Update | Trinity CA
- Arcata Housing Element Update | Arcata CA
- Grover Beach Housing Element Update | Grover Beach CA
- Anderson Housing Element Update | Anderson CA
- South Pasadena Element Update | South Pasadena CA
- Emeryville Affordable Housing Assistance | Emeryville CA
- SB 2 Grant Application Assistance | Statewide CA
- Mendocino County Housing Element Update and SB 244 Analysis | Mendocino CA
- Lassen County Housing Element Update and SB 244 Analysis | Lassen County CA
- Emeryville Housing Programs Administration | Emeryville CA
- Rohnert Park Housing Programs Administration | Rohnert Park CA
- Affordable Housing Initiative Facilitation | Tracy CA
- Vulnerable Communities Needs Assessment | Monterey CA
- Concord Naval Weapons Station Specific Plan | Concord CA
- 1188 East 14th Street CEQA | San Leandro CA
- Thornton Middle School Expansion CEQA | Fremont CA
- Auburn Housing Element and Safety Element Update | Auburn CA
- Yuba County Housing Element, Safety Element, and Development Code Update | Yuba County CA
- El Dorado County Housing Element Update | El Dorado County CA

EDUCATION

- Master of Landscape Architecture and Master of Regional Planning, University of Massachusetts, Amherst
- BS, Sustainable Living, Humboldt State University

CERTIFICATIONS

- American Institute of Certified Planners

AFFILIATIONS

- American Planning Association

Team member since 2019



NICOLE WEST

Senior Associate

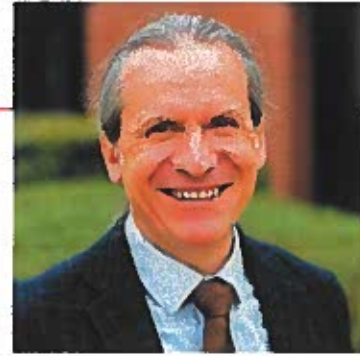
nwest@placeworks.com

- Laguna Hills Housing Element Update | Laguna Hills CA
- Corning Housing Element Support Services | Corning CA
- Marysville Housing Element Update and Environmental Review | Marysville CA
- South Pasadena Housing Element Update | South Pasadena CA
- Lincoln Housing Element Update | Lincoln CA



ROBERT MAZUR

Associate Principal, Director of GIS



Rob has extensive experience creating maps and datasets for a range of planning projects. He specializes in all facets of geodatabase development, data management, web GIS, and spatial and tabular analyses for improved decision-making, information retrieval, and cartography. His experience in a wide variety of planning projects, coupled with his expertise in GIS and field data collection, make him a key asset to any team. Rob excels at quantitative and spatial analysis, including buildout calculations, walkability, community health modeling, cartography, and land use scenario modeling. He works directly with clients and staff to develop effective, efficient, and informative GIS processes.

Rob is well versed in advanced and current planning practices in both the public and private sector, and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments. Rob has brought his GIS skills to a number of general plan updates throughout California, and has managed a variety of mapping projects in Los Angeles County, the Bay Area, and beyond.

HIGHLIGHTS OF EXPERIENCE

- SB 2 Grant Application Assistance | Statewide CA
- Los Angeles County SD5 Trails | Los Angeles CA
- Los Angeles County Sustainable Parks Master Plan | Los Angeles CA
- Los Angeles Comprehensive Countywide Park Needs Assessment | Los Angeles CA
- Santa Ana River Parkway and Open Space Plan | Santa Ana CA
- Vallejo Integrated Revitalization Program and Comprehensive General Plan Update | Vallejo CA
- First 5 CA, Montclair WeCare | Montclair CA
- San Carlos GIS | San Carlos CA
- San Mateo General Plan Update | San Mateo CA
- Contra Costa Transportation Authority On-Call Planning | Contra Costa County CA
- Contra Costa County General Plan Update | Contra Costa County CA
- Hollister General Plan Update | Hollister CA
- Elk Grove Disaster Preparedness Project | Elk Grove CA
- Morgan Hill 2035 General Plan | Morgan Hill CA
- Menlo Park Housing Element EA | Menlo Park CA
- Upland General Plan Update and EIR | Upland CA
- Downtown Livermore Facilitation Services | Livermore CA
- Vacaville General Plan Update, Climate Action Plan, and EIR | Vacaville CA
- Stockton General Plan Update | Stockton CA
- Palo Alto Comprehensive Plan Update | Palo Alto CA
- Butte County General Plan Update and EIR | Butte County CA
- Healthy High Desert | San Bernardino CA

EDUCATION

- BA, Geography, Edinboro University, Edinboro, PA

CERTIFICATIONS

- GIS Professional

AFFILIATIONS

- Bay Area Automated Mapping Association

Team member since 2011



ROBERT MAZUR

GIS Director

rmazur@placeworks.com

- Santa Cruz TOD | Santa Cruz CA
- Tulare TOD Plan & General Plan Amendment | Tulare CA
- Walnut Creek BART Transit Village Plan EIR | Walnut Creek CA

PRIOR EXPERIENCE

- FEMA Digital Flood Insurance Rate Map Production | FEMA Region IX
- Sidewalk Inventory Project | Oakland CA
- Sidewalk Inventory Project Seminar | Oakland CA
- Worldwide Defense Mapping for the National Imagery Mapping Association
- Curb Ramp Inventory | Oakland CA
- True Green Land Care | San Jose CA

SPEAKING ENGAGEMENTS

- "Los Angeles County Trails Assessment", 2015 Greater and Greener Conference, San Francisco CA
- "Oakland Citywide Sidewalk Condition/ADA Inventory", 2006 ESRI International User Conference, San Diego CA



MARK TEAGUE AICP

Managing Principal, Environmental Services



In over 35 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. Mark is often able to offer a unique approach to meeting a critical goal of a project. His experience as a planning director, staff liaison, and ability to see the whole of the project, ensures that every document meets the need of the client. He has served as on-call extension of staff for numerous cities throughout northern and southern California including Anderson, Mount Shasta, Wildomar and Eastvale.

Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR. He also teaches planning to staff with a focus on how new legal decisions affect daily activity. Because of his public outreach skills, Mark has helped with projects ranging from Walmart to water-bottling plants and conducted town hall meetings about development services department efficiencies and increases in utility fees.

With a great deal of experience in smaller communities, Mark has experience using available resources to meet the clients needs. Small agencies have the same issues to resolve as larger agencies, what they lack is resources. Using previously prepared studies, data collected for several projects and from different sources as a resource to complete tasks. By talking with the community about an issue, Mark is often able to arrive at solutions using information the agency has already paid for. He is known for recommending solutions that are less expensive and in tune with the community.

HIGHLIGHTS OF EXPERIENCE

- SB 2 and LEAP/REAP Technical Assistance | Statewide CA
- River Crossing Market Place Specific Plan EIR | Redding CA
- Addendum to Northeast Quadrant Specific Plan EIR | Dixon CA
- Loomis General Plan Housing and Land Use Element Update | Loomis CA
- Colfax General Plan and Housing Element Update | Colfax CA
- Yuba City General Plan Update | Yuba City CA
- Elk Grove Kammerer Road Annexation Area | Elk Grove CA
- Davis Core Area Plan and EIR | Davis CA
- Envision Contra Costa 2040 General Plan Update, Climate Action Plan, Zoning

EDUCATION

- BA, Political Science, California State University, Stanislaus

CERTIFICATIONS

- American Institute of Certified Planners #019631

AFFILIATIONS

- American Planning Association

Team member since 2016



MARK TEAGUE

Principal

mteague@placeworks.com

- Code Update, and EIR | Contra Costa County CA
- Greentree Project | Vacaville CA
- Lincoln Housing Element Update | Lincoln CA
- Barstow General Plan EIR and General Consulting Services | Barstow CA
- Rancho Cucamonga General Plan Update and EIR | Rancho Cucamonga CA
- On-Call Environmental Services | Banning CA
- Waterman Gardens Specific Plan Program EIR | San Bernardino CA
- Temple City General Plan Update EIR | Temple City CA
- Temple City Development Code Update | Temple City CA
- North School Reconstruction EIR | Hermosa Beach CA
- John Killen/Fox Luggage Warehouse Project IS/MND | Industry CA
- Residential Care Facility Specific Plan IS/EIR | Solana Beach CA

SPEAKING ENGAGEMENTS

- “Planning Fun-Da-Mentals” | 2016 League of California Cities Planning Commissioners Academy | San Ramon, CA
- “Design Adds Value” | 2016 League of California Cities Planning Commissioners Academy | San Ramon, CA
- CEQA Training | July/August 2016 | Imperial County, CA
- “How to Read an EIR” | 2015 League of California Cities Planning Commissioners Academy | Newport Beach, CA
- “Design Guidelines vs. Standards” | 2015 League of California Cities Planning Commissioners Academy | Newport Beach CA

ACTIVITIES

Teaching

- UC San Diego Instructor Online CEQA Training Courses | San Diego CA
- Imperial County CEQA Training, July/August 2016

APA 2017-Present

- Sacramento Valley APA PLAN Program 2018-2019
- California APA Conference 2017-2020



MILES BARKER

Associate

Miles possesses a comprehensive understanding of the environmental analysis and CEQA process. He has managed several CEQA analyses including the Butte County General Plan Update EIR, Yuba City General Plan Update EIR, Redding General Plan Update EIR, Won Meditation-Retreat Center Project Initial Study, Grand Avenue Improvement Project Initial Study, and the Glen Paul School Modernization Project Initial Study. Additionally, Miles has prepared various initial studies and addendums for housing element updates across the state.

Prior to joining PlaceWorks, Miles served as a biologist for NOAA Fisheries, where he worked closely with local, state, and federal agencies to ensure the success of various projects subject to Endangered Species Act consultations and CEQA. During his graduate education at Cal Poly, San Luis Obispo, he prepared a plan introducing flood control measures to address sea level rise and localized flooding for a redevelopment project.

HIGHLIGHTS OF EXPERIENCE

Environmental Planning

- Wildomar Trail Town Center Mixed-Use Project EIR | Wildomar CA
- The Greentree Project EIR | Vacaville CA
- Butte County General Plan Update EIR | Butte County CA
- Yuba City General Plan Update EIR | Yuba City CA
- Redding General Plan Update EIR | Redding CA
- La Puerta School Site Specific Plan EIR | Claremont CA
- Lincoln Housing Element Update Addendum | Lincoln CA
- Auburn Housing Element Update Addendum | Auburn CA
- Colfax Housing Element Update Addendum | Colfax CA
- Wildomar Housing Element and Safety Element Update Addendum | Wildomar CA
- Rocklin Housing Element and Safety Element Update Addendum | Rocklin CA
- Marysville Housing Element Update Addendum | Marysville CA
- Loomis Housing Element Update Addendum | Loomis CA
- Rancho Cordova Housing Element Update Addendum | Rancho Cordova CA
- South Lake Tahoe Housing Element and Safety Element Update Addendum | South Lake Tahoe CA
- Yuba City Housing Element Update Addendum | Yuba City CA
- Arcata Housing Element Update Addendum | Arcata CA
- Eastvale Housing Element Update Addendum | Eastvale CA
- Susanville Housing Element Update Addendum | Susanville CA
- Anderson Housing Element Update Addendum | Anderson CA
- Corning Housing Element Update Addendum | Corning CA



EDUCATION

- MS, City and Regional Planning
California Polytechnic State University, San Luis Obispo
- BS, Environmental Management and Protection, California Polytechnic State University, San Luis Obispo

AFFILIATIONS

- Association of Environmental Professionals
- American Planning Association

Team member since 2019





MILES BARKER

Associate

mbarker@placeworks.com

- Pismo Beach Housing Element Update Addendum | Pismo Beach CA
- Arroyo Grande Housing Element Update Addendum | Arroyo Grande CA
- Laguna Hills Housing Element and Safety Element Update Addendum | Laguna Hills CA
- Yucca Valley Housing Element and Safety Element Update Addendum | Yucca Valley CA
- Yuba County Housing Element and Safety Element Update Addendum | Yuba County CA
- El Dorado County Housing Element Update Addendum | El Dorado County CA
- Trinity County Housing Element Update Addendum | Trinity County CA
- Mendocino County Safety Element Update Addendum | Mendocino County CA
- Grover Beach Housing Element Update Initial Study | Grover Beach CA
- Morro Bay Housing Element Update Initial Study | Morro Bay CA
- San Dimas Housing Element Update Initial Study | San Dimas CA
- San Luis Obispo County Housing Element Update Initial Study | San Luis Obispo County CA
- Imperial County Housing Element Update Initial Study | Imperial County CA
- Imperial County Safety Element Update Initial Study | Imperial County CA
- Won Meditation-Retreat Center Project Initial Study | Wildomar CA
- Grand Avenue Improvement Project Initial Study | Industry CA
- Ridgeview High School Project Initial Study | Paradise CA
- Glen Paul School Modernization Project Initial Study | Eureka CA
- Butte County Climate Adaptation Plan Addendum | Butte County CA
- Yucca Valley Native Plant Ordinance EIR Addendum | Yucca Valley CA
- Wildomar Zoning Consistency Addendum | Wildomar CA
- Westpark Area High School Project EIR Addendum for Six New Tennis Courts | Roseville CA
- Westpark Area High School Project EIR Addendum for a New Aquatic Center | Roseville CA
- Stadium Support Building Project Exemptions for the Roseville Joint Union High School District | Granite Bay, Antelope, and Roseville CA
- Exemption for the Natomas Charter High School Site Acquisition Project | Sacramento CA



JESSICA MENDOZA

Project Planner

Jessica holds passions for environmental justice projects, public outreach, urban planning, and policy research. She supports the Environmental Planning Team at PlaceWorks to bring about a variety of environmental projects throughout the state. Currently, Jessica is working on CEQA analysis for housing elements for Contra Costa County and the City of Benicia, as well as an Environmental Impact Report for Butte County.

Prior to joining PlaceWorks, Jessica interned for UC Davis Center for Environmental Policy Behavior researching how the Sustainable Groundwater Management Act addresses low-income and disadvantaged communities throughout California. As an Environmental Planner, she hopes to help support environmental projects and engage in meaningful public outreach.

HIGHLIGHTS OF EXPERIENCE

Environmental Planning

- Contra Costa County General Plan Update EIR | Contra Costa County CA
- Benicia Housing Element Update EIR | Benicia CA
- Downtown San Bernardino Specific Plan EIR | San Bernardino CA
- The Greentree Project EIR | Vacaville CA
- Butte County General Plan Update EIR | Butte County CA
- Palm Spring General Plan Update EIR | Palm Springs CA
- Redding General Plan Update EIR | Redding CA
- Westminster Mall Specific Plan EIR | Westminster CA
- Rancho Cucamonga General Plan EIR Addendum | Rancho Cucamonga CA
- Fountain Valley General Plan Update and EIR | Fountain Valley CA
- La Puerta School Site Specific Plan EIR | Claremont CA
- Del Amo Circle Residential Apartments Project Initial Study | Torrance CA
- Downtown Davis Specific Plan EIR | Davis CA
- Colfax General Plan | Colfax CA
- Town of Loomis General Plan Update | Loomis CA
- Wildomar Meadows Specific Plan | Wildomar CA
- Lodi Vineyard Valley Development Environmental Review | Lodi CA
- Staff Report for a Fence Application | Weed CA

PUBLICATIONS

- Kristin Dobbin, Darcy Bostic, Michael Kuo, Mark Lubell, Ernest Echeveste and Jessica Mendoza. "Drivers of (in)equity in collaborative environmental



EDUCATION

- BS, Environmental Science and Management, University of California, Davis

Team member since 2022



JESSICA MENDOZA

Project Planner

jmendoza@placeworks.com

governance” Policy Studies Journal, 2022.

- Kristin Dobbin, Darcy Bostic, Michael Kuo and Jessica Mendoza” SGMA and the Human Right to Water: To what extent do submit Groundwater Sustainability Plans address drinking water use and users?” California Water Blog, 2020.
- Darcy Bostic, Kristin Dobbin, Rich Pauloo, Jessica Mendoza, Michael Kuo, Jonathan London. “Sustainable for Whom? The impact of Groundwater Sustainability Plans on Domestic Wells” UC Davis, Center for Regional Change, 2020.
- Kristin Dobbin, Jessica Mendoza and Michael Kuo “Challenges and opportunities for integrating small and rural drinking water stakeholders in SGMA implementation” California WaterBlog, 2019.



ALEX CHAPMAN

Project Planner

Alex is a planning professional and assistant project manager with experience working in the complex California regulatory environment. Alex is experienced in the planning of environmental services, long-range planning, and affordable housing sectors. His diverse background includes the development and implementation of comprehensive zoning code updates, design guidelines, city ordinances, and housing elements. Alex also has training in Housing and Urban Development (HUD) and California Department of Housing and Community Development (HCD) program administration and environmental regulations. He is passionate about the environment and building healthy, equitable, sustainable communities.

As a long-range planner, Alex has experience in the development and implementation of comprehensive zoning code updates both conventional and form-based, design guidelines, other city ordinances, and housing elements. He now supports broad community planning complex municipal general plans, objective design standards, and housing elements.

As a GIS Analyst, Alex supports a broad range of projects through spatial and data analysis. As a Planner, he has helped develop a specialization for performing Housing Element analyses and developing maps for Affirmatively Furthering Fair Housing.

HIGHLIGHTS OF EXPERIENCE

- General Plan Update | Livermore CA
- Housing Element Update | California City CA
- Housing Element Update | San Joaquin County CA
- Housing Element Update | Weed CA
- Objective Design Standards Update | Contra Costa County CA

PRIOR EXPERIENCE

- General Plan Update Market Analysis | Santa Maria CA
- Livable Corridors Form-Based Code | Richmond CA
- Comprehensive Zoning Code Update | St. Helena CA
- Land Use and Development Code Update | Vacaville CA
- Las Vegas Form-Based Code Overlay | Las Vegas NV
- Comprehensive Code Update and Housing Element Update | Woodland CA
- 6th Cycle Housing Element Update | Gilroy CA
- 6th Cycle Housing Element Update | Los Altos Hills CA
- 6th Cycle Housing Element Update | Colton CA
- 6th Cycle Housing Element Update | Upland CA
- 6th Cycle Housing Element Update | Coachella CA



EDUCATION

- BS, City and Regional Planning, California Polytechnic State University

AFFILIATIONS

- American Planning Association
- Association of Environmental Professionals

Team member since 2023



ALEX CHAPMAN

Project Planner

achapman@placeworks.com

- 6th Cycle Housing Element Update | San Gabriel CA
- 6th Cycle Housing Element Update | Temple City CA
- ADU Guidebook | Rolling Hills Estates CA
- ADU Guidebook | San Bernardino County CA
- ADU Guidebook | San Gabriel CA
- Residential Design Guidelines | Redwood City CA
- Economic Sustainability Plan | Beverly Hills CA
- Short-Term Rental Ordinance Analysis and Recommendations | Huntington Beach CA
- Objective Design Standards | Los Altos CA



OLIVIA MORRIS

Planner

At PlaceWorks Olivia has been assisting with a variety of general CEQA projects, as well as helping out with the housing team. Olivia is gaining experience with environmental impact reports and other environmental documents, as well as getting familiar with the entire CEQA process. Olivia first came to PlaceWorks as an intern through the Environmental and Planning Diversity Internship Program, where she participated in a collaborative two-week charrette working alongside the other nine interns, professionals from the participating firms, and public planners on a project with the City of Huntington Park.

HIGHLIGHTS OF EXPERIENCE

- Westside Area Plan | Los Angeles CA
- General Plan and Housing Element | Colfax CA
- General Plan Update | Yuba City CA
- Multi-Jurisdictional Housing Update | Fresno County CA
- General Plan Update | Rio Vista CA
- Sphere of Influence Update | Lodi CA
- Solano Transportation Authority Multi-Jurisdictional Housing Element | Solano County CA



EDUCATION

- BS, Environmental Studies, Santa Clara University

Team member since 2023



OLIVIA MORRIS

Planner

omorris@placeworks.com

ITEM NO.: J-17
APPROVE CITY SPONSORSHIP AND
ASSOCIATED AGREEMENT WITH
EMPLOYEE SARAH HERRERA TO
ATTEND THE LAW ENFORCEMENT
POLICE ACADEMY AND CONTINUE
HER CURRENT CSO SALARY
December 12, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER 
R. CRAIG BASSETT, INTERIM CHIEF OF POLICE

SUMMARY:

The Corning Police Department would like to pursue authorization from the City Council and City Manager, by offering a Butte Law Enforcement Academy sponsorship to our current Community Service Officer Sarah Herrera at her current salary. In the recent past, finding suitable applicants that successfully complete the selection process for police officers has become more difficult. Police academies in the area are finding it difficult to train and retain qualified applicants, while demand for qualified police officer applicants is increasing. This year alone, Corning Police Department has interviewed and sent 6 candidates through full or partial background investigations only to have them not pass.

The Department has attempted to recruit Academy students in the past but could not successfully do so without offering sponsorship. It has now become general practice for most agencies to sponsor students at Law Enforcement Academies. This benefits both the student and the agency sponsoring that student. The academy is a six-month long course wherein it is very difficult for a student to have outside work simultaneously.

FINANCIAL:

The cost of a six-month Butte College Basic Law Enforcement Academy this semester is \$6,000. At this time, the Department would like to offer sponsorship at times of vacancy, via a Police Officer Trainee position, to a qualifying Academy student. Additionally, an increase in the Police Trainee salary has not been approached for over ten years.

Description	Costs
Academy	\$6,000.00
Uniform (uniform, badge, carrier, body armor)	\$2601.00
Salary (6mos) including current benefits \$5593.55 month	\$33,561.30
Background	\$1736.00
Health Physical	\$287.00
Psych Evaluation	\$450.00
LiveScan	\$90.50
Lunch during Academy (143 days at \$15 a day)	\$2,145.00

Total

\$ 46,870.80

The Department would like approval to offer Sarah Herrera her continued Community Service Officer salary step B for the Police Trainee position (including benefits). Ms. Herrera has completed all the requirements of the academy, including class registration, agility, health physical, background, psychological evaluation, and LiveScan. The total cost will be approximately \$46,870.80.

Upon successful completion of the Academy, results in a positive investment for the City and a positive career opportunity for interested individuals. Upon successful completion of a Law Enforcement Basic Academy, the sponsored Police Trainee may then be offered a Police Officer position.

POLICE UNIT	STEP A	STEP B	STEP C	STEP D	STEP E
Police Officer	5930	6242	6571	6971	7281
Police Trainee	2904				

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- **APPROVE IMMEDIATE OFFERING AND AGREEMENT TO SARAH HERRERA, A QUALIFIED LAW ENFORCEMENT BASIC ACADEMY RECRUIT, FOR SPONSORSHIP AS A POLICE TRAINEE ATTENDING THE P.O.S.T. LAW ENFORCEMENT TRAINING ACADEMY; AND**
- **AUTHORIZE CONTINUATION OF HER CURRENT STEP B SALARY DURING HER TRAINING AT THE ACADEMY AS STATED IN THE AGREEMENT.**

AGREEMENT FOR THE PAYMENT OF PEACE OFFICER STANDARDS AND LAW ENFORCEMENT TRAINING ACADEMY COSTS

THIS AGREEMENT, effective as of _____ (the "Effective Date"), by and between SARAH HERRERA (hereinafter "Police Officer Trainee"), and the City of Corning, California, which is a general law city located at 794 Third Street, Corning, California 96021 (hereinafter "City").

RECITALS

WHEREAS, Police Officer Trainee plans to attend a 23-week Peace Officer Standards and Training ("POST") Basic Law Enforcement Training Academy course and any subsequent customary and/or necessary testing to allow for employment as a peace officer in the State of California; and

WHEREAS, Police Officer Trainee will incur significant costs in completing the basic POST training, which the parties acknowledge is not considered an employer-mandated expense of discharging the duties of employment within the meaning of Labor Code, § 2802, but is rather an expense which is to be borne by the individual officer as defined in *In Re Acknowledgment Cases, 2015 Cal. App. LEXIS 770* (Cal. App. 4th District, August 12, 2015); and

WHEREAS, The City desires to pay such non-mandated costs as further outlined herein upon Police Officer Trainee agreeing to satisfactorily complete basic POST training within the 23-week period, to use good faith efforts to pass all subsequent and customary testing mandated by the State and the City for employment as a peace officer. Upon execution of this Agreement, Police Officer Trainee will continue to be considered an employee of City to be paid based upon current hourly rate based upon the rate of FIVE THOUSAND, FIVE HUNDRED, AND NINETY-THREE DOLLARS AND FIFTY-FIVE CENTS (\$5,593.55) month plus medical, dental and vision coverage.

AGREEMENT

NOW, THEREFORE, the parties incorporate the Recitals into this Agreement as though fully set forth below, and with recognition that good and valuable consideration is had by both parties, the receipt of which is hereby acknowledged, agree as follows:

A. Obligations of City:

1. City agrees to pay up to *ten thousand dollars* (\$10,000.00) for POST Basic Law Enforcement Training Academy enrollment costs (enrollment fee, ammunition, uniforms and equipment, books, etc.) which shall be paid directly to the basic POST academy in which Police Officer Trainee is enrolled. *Police Officer Trainee shall arrange for billing of enrollment costs for POST training to be sent directly to City for payment.*
2. City shall also pay the non-Union represented Police Officer Trainee the wage on a monthly basis rate of FIVE THOUSAND, FIVE HUNDRED, AND NINETY-THREE DOLLARS AND FIFTY-FIVE CENTS (\$5,593.55) per month, of which shall begin upon commencement of the academy. Medical, dental and vision coverage shall begin as soon as selected benefit plan allows following execution of this Agreement, with the City contributing such plans up to \$1980.00 per month. The Police Officer Trainee shall pay any remaining costs of insurance. The Police

Officer Trainee will remain a Miscellaneous employee under the contract with the California Public Employees Retirement System 2.0% @ 62, 3-year final compensation as defined by CalPERS. The member contribution rate is up to 7.0%.

3. City shall also pay to the Police Officer Trainee a bonus of ONE THOUSAND DOLLARS (\$1,000.00) upon completing the Academy with an overall POST score/ranking that is the top five of their class.

B. Representations and Warranties of Police Officer Trainee:

1. Police Officer Trainee represents and warrants that they presently possess, and shall maintain, all of the following minimum criteria until termination or completion of the terms of this Agreement:
 - (a) A valid California Driver's license;
 - (b) Satisfactory driving record;
 - (c) High School Diploma or General Education Development (G.E.D.) certification;
 - (d) United States Citizenship;
 - (e) The lawful ability to possess guns;
 - (f) Be twenty-one (21) years of age upon completion of POST training;
 - (g) That Police Officer Trainee has not been charged with, have any involvement in, or alleged by a law enforcement agency to have committed a felony or misdemeanor violation; and
2. That during the term of term of this Agreement and prior to the receipt of an offer of employment, Police Officer Trainee shall immediately notify the City Police Chief of any direct contact with law enforcement on a matter directly concerning Police Officer Trainee.
3. That Police Officer Trainee agrees to utilize the payments identified in Section (A)(1) of this Agreement for payment, or repayment, of costs/fees including but not limited to ammunition, equipment, and/or housing/travel costs directly related to the completion of basic POST training.

C. Obligations of Police Officer Trainee:

1. Satisfactory completion of basic POST training within 7 months of execution of this Agreement, unless extended a greater duration by mutual and written assent of the parties.

D. Conditional Offer of Employment:

1. Upon satisfactory completion of basic POST training as required herein, Police Officer Trainee shall become a full-time Step "A" Police Officer with the City on a condition of the successful completion of the following:
 - (a) Psychiatric evaluation;
 - (b) Physical examination,
 - (c) Drug screening,
 - (d) An administrative review;
 - (e) Demonstration of completion of Basic POST Training by Police Officer Trainee with satisfactory results, and
 - (f) Any other customary testing associated with the peace officer employment in the State of California.

2. That any offer of employment be subject to the terms and conditions of the existing Memorandum of Understanding between the Operating Engineers Union Local No. 3 and City.
3. That the position of Full-Time Step "A" Police Officer is subject to a one-year probationary period. If, during this one-year probationary period, the Chief of Police determined that the individual is not performing to the standards of the Corning Police Department, the position may be immediately terminated.

E. Reimbursement of Costs to City:

1. Police Officer Trainee shall be obligated to repay City the monies received as set forth in Section (A)(1) of this Agreement upon any of the following circumstances:
 - (a) Electing to terminate enrollment and/or completion of basic POST training for reasons that are unrelated to a health condition, a family emergency or other unforeseen circumstance that prevents the Police Officer Trainee's continued enrollment or completion of basic POST training;
 - (b) Refusal or rejection of a conditional offer of employment for reasons unrelated to an unforeseen medical condition, family emergency or other unforeseen condition that does reasonably permit Police Officer Trainee to accept the conditional offer of employment;
 - (c) That any representation or warranty set forth in Section (B)(1) of this Agreement is determined to be incorrect;
 - (d) That Police Officer Trainee, upon acceptance of the conditional offer of employment and achieving satisfactory results in all testing set forth in Section (D)(1) of this Agreement, fails to complete three years of continued employment as a peace officer with the City. Termination for reasons of a physical or mental incapacity that precludes the Police Officer Trainee from performing the duties of a police officer shall not constitute a breach of this Agreement if a licensed physician approved by the City certifies that the Police Officer Trainee, then employee, is unable to perform the duties of a Police Officer.
2. In the event that the Police Officer Trainee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.
3. Repayment to the City under Section (E) of this Agreement shall be made in United States dollars and occur within 30-days after receipt of written demand by City for repayment.

F. Miscellaneous Terms:

1. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
2. The waiver of any covenant or condition by the City shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the City may have pursuant to the terms of this Agreement.

3. In the event of breach of this Agreement, Police Officer Trainee agrees and consents to the City withholding any and all sums due to Police Officer Trainee (as an employee) from the City, to include wages, contributions to the retirement accounts and unpaid leave as a setoff against the damages described above and where allowed under applicable laws. Police Officer Trainee further agrees to pay all court costs, attorney's fees and other costs incurred by the City in an action to enforce this Agreement and/or to collect the damages provided for herein.
3. This Agreement may not be assigned to any other person, firm, or organization without the express written consent of City.
4. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.
6. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

Brant Mesker, City Manager
City of Corning, California

Date

R. Craig Bassett, Interim Chief of Police
City of Corning, California

Date

SARAH HERRERA
Police Officer Trainee

Date

ITEM NO.: J-18
CONSIDERATION AND ADOPTION OF
INTERIM URGENCY ORDINANCE 706,
AN URGENCY ORDINANCE
ESTABLISHING A TEMPORARY
MORATORIUM ON THE APPROVAL
OF PERMITS FOR MOBILE FOOD
TRUCKS.

December 12, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: BRANT MESKER, CITY MANAGER

CHRISTINA MEEDS, PLANNER II/RECREATION COORDINATOR

SUMMARY:

Request the City Council review, consider, and adopt an Interim Urgency Ordinance establishing a temporary moratorium on the approval of permits for mobile food trucks. The City recognizes a need to review the current city Ordinance that applies to mobile food trucks and mobile street vendors. The current Ordinance applies to both modes of sale, yet there is a distinct difference and laws regarding the two them.

The temporary moratorium, if approved, would allow staff to write two ordinances to separate the two and provide the opportunity for owners and staff to appropriately manage the businesses. Separating the two modes of vending and writing ordinances accordingly would also benefit the City and its citizens as a whole. State Law regulates mobile street vending.

It should be clear that the moratorium does not prohibit the currently permitted businesses from continuing to operate and they shall continue to operate within the current established Ordinance. Upon approval of a new Ordinance and it going into effect, permitted businesses would have to comply with the appropriate Ordinance adopted by the City Council.

BACKGROUND:

Mobile food vending and street vending is currently regulated locally by the City of Corning Ordinance #699. This Ordinance was approved September 13, 2022.

The passage of Senate Bills, allow California State laws to regulate the mobile street vending and vendors.

RECOMMENDATION:

MAYOR AND COUNCIL:

CONSIDER AND ADOPT INTERIM URGENCY ORDINANCE 706, AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF PERMITS FOR MOBILE FOOD TRUCKS.

ORDINANCE NO. 706

AN INTERIM URGENCY ORDINANCE OF THE CITY OF CORNING, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE APPROVAL OF PERMITS FOR MOBILE FOOD TRUCKS AND ADOPTING FINDINGS OF URGENCY

WHEREAS, Mobile Food Trucks are defined by the City as motorized vehicles or vehicle-towed trailers in which food is cooked and/or prepared to order and served to walk up customers; and

WHEREAS, the City Council recognizes that due to current economic conditions, individuals and entities desire to sell and market their products and services in a cost — effective manner; and

WHEREAS, the City Council recognizes that Mobile Food Trucks can contribute to the City's local economy and to the City's revitalization efforts within its commercial district; and

WHEREAS, the City Council also recognizes that Mobile Food Trucks may pose negative impacts such as, blight, litter, increased risk of accidents, noise, and invasion of personal privacy; and

WHEREAS, State law regulates mobile facilities, including Mobile Food Trucks, within the State but allows local government to adopt by Resolution or Ordinance local time, place, and manner restrictions in order to protect the public's safety; and

WHEREAS, the City Council finds that it is in the best interests of the public's health, safety, and welfare to establish regulations governing the operation of Mobile Food Trucks within the City of Corning; and

WHEREAS, the City Council has determined that it is necessary to adopt a temporary moratorium on the approval of licenses for Mobile Food Trucks in order to provide sufficient time for staff to analyze, prepare and present to the City Council proposed regulations related to Mobile Food Trucks; and

WHEREAS, the City Council finds and declares that the temporary moratorium established by this Temporary Moratorium is being imposed for the minimum time necessary for staff to complete its analysis and provide its recommendation.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Corning as follows:

SECTION 1. FINDING.

- A. The City Council finds and determines the foregoing recitals to be true and correct and hereby makes them part of this Ordinance.
- B. The City Council finds there is a current and immediate threat to public health, safety, or welfare.
- C. The City Council finds that the approval of business permits for additional Mobile Food Trucks would result in a threat to public health, safety, or welfare.
- D. The adoption of an Interim Urgency Ordinance is exempt from the California Environmental Quality Act, based upon Section 15061(b)(3), where it can be seen with certainty that there is not possibility that the activity in question may have a significant effect on the environment.

SECTION 2. APPLICABILITY. Notwithstanding any provision of the Corning Municipal Code, this Ordinance shall apply to all new business licenses applications submitted to the City after the effective date of this Ordinance for the operation of Mobile Food Trucks within the City.

SECTION 3. TEMPORARY MORATORIUM. The following Temporary Moratorium shall be adopted as an Urgency Ordinance pursuant to California Government Code section 65858:

Within the boundary of the City, there shall be a Temporary Moratorium in effect, commencing on the effective date of this Ordinance, prohibiting any approval or issuance of a business license for the operation of a mobile food vendor.

SECTION 4. PLANNING STUDIES. City staff shall promptly begin the studies they deem necessary and appropriate to make a recommendation to the City Council regarding any regulations governing the approval of and regulation of the operation of Mobile Food Trucks within the City. City staff shall prepare and submit for City Council adoption, at least thirty (30) days prior to the expiration of this Ordinance, or any extension thereof, a written report describing the measures taken to alleviate the conditions which led to the adoption of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption if adopted by at least a four-fifths (4/5) vote of the City Council. This Interim Moratorium shall remain in effect for forty-five (45) days unless extended in accordance with California Government Code section 65858 or permanent regulations are adopted to address the public safety issues related to Mobile Food Trucks.

SECTION 6. CEQA. The City Council finds and determines for the reasons stated in the recitals, that adoption of this Ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) of the CEQA Guidelines.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the day of 2023.

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk