



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, FEBRUARY 23, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

The City of Corning welcomes you to our meetings, which are regularly scheduled for the second and fourth Tuesdays of each month. Your participation and interest is encouraged and appreciated.

In compliance with the Americans with Disabilities Act, the City of Corning will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (530/824-7033) to make such a request. Notification at least 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54956.8:

(a) Property 1

- **Property: Parking Lot; APN #: 071-135-005 (lots 17 & 18);**
- **Agency Negotiation: Kristina Miller**
- **Negotiating Parties: Parcel Owner**
- **Under Negotiation: Price**

(b) Property 2

- **Property: 071-131-001**
- **Agency Negotiation: Kristina Miller**
- **Negotiation Parties: Jeanne Atkin, Dean Atkin, and John Atkin**
- **Under Negotiation: Price**

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

POSTED: FRIDAY, FEBRUARY 19, 2021



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 23, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Robert Snow**

Mayor:

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

C. PLEDGE OF ALLEGIANCE: Led by the City Manager

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

G. CONSENT AGENDA:

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve the Minutes of February 9, 2021 City Council Meeting with any necessary corrections.
3. February 17, 2021 Claim Warrant in the amount of \$326,181.79.
4. February 17, 2021 Business License Report.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

5. Public Hearing and action on request for Disposal Service CPI Rate Increase of 2.45%.

J. REGULAR AGENDA:

6. Adopt Resolution 02-23-2021-01, a Resolution adopting a portion of the California Citizen's Options for Public Safety (COPS) Grant overage in the amount of \$10,901.
7. Presentation and Acceptance of the Annual City Audit for Fiscal Year ending June 30, 2020.
8. Authorize payment for Invoice 21-206658-1 in the amount of \$12,002.50 under Task Order "A" to Armstrong Consultants, Inc. for the 2020 Airport Fence Project.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

9. Approve Construction Payment Request #2 in the amount of \$50,551.20 to Arrow Fencing for the 2020 Corning Airport Fence Project.
10. Adopt Resolution 02-23-2021-02, a approving an application for funding and the execution of a Grant Agreement and any Amendments thereto from the 2020 Community Development Block Grant Program – Coronavirus Response Round 2 and 3 (CDBG-CV2 and CV3) NOFA dated December 18, 2020.
11. Approve Assignment and Assumption Agreement with California PV Energy 2, LLC and SUNBEAM LEASECO, LLC IN RELATION TO SOLAR POWER PURCHASE AGREEMENT.
12. Annual Mid-Year Budget Review and General Discussion – FY 2020/2021.

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:

Burnett:

Hagens:

Valerio

Snow:

N. ADJOURNMENT!:

POSTED: FRIDAY, FEBRUARY 19, 2021



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 9, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

B. ROLL CALL:

Council: Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Mayor: Robert Snow

All members of the City Council were present.

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

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. **PROCLAMATION: February 2021 Teen Dating Violence and Prevention Month.** Maggie Michael, Empower Tehama Domestic Violence Victims Advocate was present to accept the Proclamation and inform the Council and Public of upcoming events.

2. **COVID-19 Update by City Manager.**

City Manager Kristina Miller updated the Council on the latest relating to the COVID-19 Round 2 & 3 funding, the FEMA Grant Funding changes, and the current case rates in Tehama County. Although it appears case rates are reducing, Tehama County remains in the Purple Tier. Tehama County Public Health is not clear if the rates have decreased due to a slow down in testing, or if the positive rate has actually reduced. She then provided information about COVID vaccinations and announced that the City will have a link on our webpage.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR: None.

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

3. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
4. **Waive the reading and approve the Minutes of the January 26, 2021 meeting with any necessary corrections.**
5. **February 3, 2021 Claim Warrant in the amount of \$361,893.79.**
6. **February 3, 2021 Business License Report.**
7. **January 2021 Wages & Salaries: \$383,393.37.**
8. **January 2021 Treasurer's Report.**
9. **January 2021 Building Permit Valuation Report in the amount of \$7,249,334.**
10. **January 2021 City of Corning Wastewater Operations Summary Report.**
11. **Adopt Resolution 02-09-2021-01 accepting the \$100,000 2020/2021 California Citizens Options for Public Safety Grant.**

12. Appoint Tony Cardenas as the Nuisance Abatement/Code Enforcement Hearing Officer.

Councilor Valerio moved to approve Consent Items 3-12; Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Hargens, and Valerio. 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:

13. Authorize Staff to seek Requests for Proposals (RFP) for services to provide a Comprehensive User and Development Impact Fees Study.

Presented by City Manager Kristina Miller who stated that the Mitigation Fee Act governs the establishment and administration of Development Impact Fees paid by new development projects for public facilities needed to serve new development. She announced that this was a goal set for this year. City Manager Miller explained that City should periodically review and evaluate the Development Impact Fees and document the methodology supporting such fees to determine if they fairly reflect the cost of fees charged for each service, and if they reflect future infrastructure needs as a result of growth.

The last Nexus Study Report was performed in 2013 with the last comprehensive study being performed in 2005. The 2013 report described the anticipated growth for the next 20-year planning period, the infrastructure necessary to support that development, and the approximate cost of that infrastructure. She explained that this Study will also assist the City in Cost Recovery Policy Development for existing and potential Development Impact Fees. She further explained that optional is a Fee Study to provide an evaluation of other services typically provided by the City that currently have no associated fee or the fee amounts have not been evaluated in many years. Currently the City is not charging any fees for nuisance abatement that offsets cost of Staff time for enforcement. She explained that the City can always charge less than the cost for service but, cannot charge more than the cost of service.

Councilor Demo moved to authorize Staff to seek Requests for Proposals for Consultant Services to provide a Comprehensive User and Development Impact Fees Study for the development of a City Master Fees Schedule. Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Hargens, and Valerio. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

14. Consider approval of the proposed Addendum to Agreement with New Cingular Wireless PCS, LLC for Generator Ground Lease Space.

Presented by City Manager Miller who stated that Staff has negotiated an Addendum to the existing Agreement with Cingular Wireless PCS, LLC to increase the size of the Premises leased from the City to accommodate Tenant's needs for a 15' 5" x 40' and 12' x 26' area for a total of 932 square feet (existing is 620 square feet) to accommodate one Generac Standby diesel Generator for back-up power. By doing so, in the event of a power outage, the generator will provide back-up power to allow internet service to continue. The proposed Addendum provides the City with the following:

- Increases the existing rent paid to the City by \$2,200 per month and is subject to a 3% annual increase (previous rent was set at \$500/mo. with a 3% annual increase);
- Allows one additional five-year (5) renewal term, allowing the Agreement to extend to August 29, 2035 (Original Agreement Term is 30 years to August 2030);
- Increases the Tenant Commercial General Liability Insurance provided from \$2,500,000 to \$3,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and

- The City may condition its approval of additional equipment on an increase in rent provided that any requested increase shall be reasonable and consistent with industry standards for similar installations in the same geographic area.

Councilor Burnett moved to approve the proposed Agreement with New Cingular Wireless PCS, LLC, as presented, and authorize the City Manager to sign the Agreement. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Hargens, and Valerio. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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: Nothing.

Burnett: Attended the February 4, 2021 Executive Committee Meeting for the Tehama County Solid Waste Management Agency (JPA).

Hargens: Nothing.

Valerio: None.

Snow: None.

N. ADJOURNMENT!: 6:52 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: February 17, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday February 23, 2021 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 02-10-21	\$	146,525.56
B.	Cash Disbursements	Ending 02-17-21	\$	107,265.02
C.	Payroll Disbursements	Ending 02-11-21	\$	72,391.21

GRAND TOTAL \$ 326,181.79

REPORT.: Feb 10 21 Wednesday
 RUN....: Feb 10 21 Time: 14:22
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-21 thru 02-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030654	02/04/21	RED14	RED BLUFF OUTDOOR POWER,	-99.19 -434.21	45721278u 45721512u	Ck# 030654 Reversed Ck# 030654 Reversed
			Check Total.....:	-533.40		
030659	02/05/21	COR12	CORNING FORD MERCURY, INC	37841.76	210205	VEH REPLAC-FIRE CAP REPLAC
030660	02/05/21	COR12	CORNING FORD MERCURY, INC	43284.21	2101262	VEH REPLAC-CAP IMPROV
030661	02/08/21	ATT17	AT&T	79.54	210131	COMMUNICATIONS-
030662	02/08/21	MOS03	MOSHER, JEREMY	108.65	210208	PANT REIMBURSEMENT-PW ADMIN
030663	02/10/21	ACC00	ACCESS INFORMATION MANAGE	439.33	8565019	EQUIP MAINT-GEN CITY
030664	02/10/21	AIR00	AIRGAS USA, LLC	193.89	910984745	MAT & SUPPLIES-FIRE
030665	02/10/21	ARA02	ARAMARK UNIFORM SERVICES	90.76 90.76 90.76 90.76	000027827 000027849 000032909 000042678	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT
			Check Total.....:	363.04		
030666	02/10/21	BAS01	BASIC LABORATORY, INC	52.70 162.40	2101186 2101190	ProfServices Water Dept ProfServices Water Dept
			Check Total.....:	215.10		
030667	02/10/21	BEN01	BENBOW, W.B.	992.00	00000493	WELL TELEMTRY-WTR CAP IMPROV
030668	02/10/21	CAR12	CARREL'S OFFICE MACHINES	44.08	AR32481	MAT & SUPPLIES-LIBRARY
030669	02/10/21	COR05	CORNING AUTO CENTER	40.75 40.75 40.75 40.75 50.75 40.75 40.75 140.25	41735 41736 41738 41740 41749 41753 41758 41775	VEH OP/MAINT- VEH OP/MAINT- VEH OP/MAINT- VEH OP/MAINT- VEH OP/MAINT- VEH OP/MAINT-POLICE VEH OP/MAINT-POLICE VEH OP/MAINT-POLICE
			Check Total.....:	435.50		
030670	02/10/21	DEE03	DEERE & COMPANY	19749.56	117032019	MACH/EQUIP-PARKS
030671	02/10/21	DEP03	DEPT OF TRANS/CAL TRANS	331.64	SL210378	Equip.Maint. St&Trf Light
030672	02/10/21	EMP01	EMPIRE INSIGNIAS	195.00	2101262	MAT & SUPPLIES-POLICE
030673	02/10/21	FIR10	FIRST NATIONAL BANK OMAHA	258.31	02082021	COMMUNICATIONS-
030674	02/10/21	FIR14	FIRST NATIONAL BANK OMAHA	4207.68	02082021	OFFICE SUPPLIES-
030675	02/10/21	FIR16	FIRST NATIONAL BANK OMAHA	311.71	210127	MAT & SUPPLIES-
030676	02/10/21	GRA02	GRAINGER, W.W., INC	39.22	980109191	MAT & SUPPLIES-BLD MAINT
030677	02/10/21	HOP00	HOPKINS, MARISSA ANN	110.00	210209	REC INSTRUCTOR-REC
030678	02/10/21	I-500	I-5 RENTALS	3110.25	127025	CAP REPLAC-SWR IMPROV
030679	02/10/21	IWO01	IWORQ SYSTEMS	6000.00	194663	I-WORQ-BLD & SAFETY
030680	02/10/21	KNI00	KNIFE RIVER CONSTRUCTION	1258.36	244386	A/C CITYWIDE-STR
030681	02/10/21	LEA02	LEAGUE OF CA CITIES	100.00	4942	ASSOC DUES-CITY ADMIN
030682	02/10/21	LEH03	LEHR AUTO ELECTRIC	9579.92	28413	VEH REPLAC-CAP IMPROV
030683	02/10/21	MUN02	MUNICIPAL CODE CORPORATIO	400.00	00354246	PROF SVCS-CITY CLERK
030684	02/10/21	NOR47	NORTHSTAR	10500.00	76966	PROF SVCS-PW ADMIN
030685	02/10/21	PES01	PESTMASTER SERVICES, INC.	1701.41	272997	TREE/PEST & WEED SPRAY-
030686	02/10/21	PGE01	PG&E	1159.53 546.47	210202 210202A	ELECT- ELECT-
			Check Total.....:	1706.00		
030687	02/10/21	PGE04	PG&E	374.44	210204	TranspFacility-
030688	02/10/21	PGE05	PG&E	2136.17	210202	FIRE-ELECT & GAS
030689	02/10/21	QUI02	QUILL CORPORATION	204.71 117.66 30.16	14048210 14283825 14322881	MAT & SUPPLIES-FIRE OFFICES SUPPLIES-FINANCE OFFICE SUPPLIES-FINANCE
			Check Total.....:	352.53		
030690	02/10/21	RED12	REDDING FREIGHTLINER,	30.99	X10103587	VEH OP/MAINT-FIRE

REPORT : Feb 10 21 Wednesday
RUN : Feb 10 21 Time: 14:22
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CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 02-21 thru 02-21 Bank Account.: 1020

PAGE: 002
ID #: PY-DP
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030691	02/10/21	RED14	RED BLUFF OUTDOOR POWER,	99.19	45721278A	CLEANING CONTRACT-STR
030692	02/10/21	SCH01	LES SCHWAB TIRE CENTER	143.02	611003823	VEH OP/MAINT-PARKS
030693	02/10/21	TEH15	TEHAMA CO SHERIFF'S DEPT	147.00	02082021	PROF SVCS-POLICE
030694	02/10/21	TRI02	TRI-COUNTY NEWSPAPERS	193.13	00264162	Print/Advert. City Clerk
030695	02/10/21	XER00	XEROX CORPORATION	26.33	02082021	EQUIP MAINT-DISPATCH
Cash Account Total.....:				146525.56		
Total Disbursements.....:				146525.56		

REPORT.: Feb 17 21 Wednesday
 RUN....: Feb 17 21 Time: 15:46
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-21 thru 02-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030696	02/11/21	COR11	CORNING SAFE & LOCK	75.43 22.63	0806 0807	MAT & SUPPLIES-WTR BLD MAINT-SENIOR CENTER
			Check Total.....:	98.06		
030697	02/11/21	CUR00	CURIEL, EDUARDO	224.78	02102021	TRAINING/ED-POLICE
030698	02/11/21	DEP12	DEPT OF JUSTICE	729.00	491029	PROF SVCS-
030699	02/11/21	HEW01	HEWITT, MATTHEW	186.36	02102021	TRAINING/ED-POLICE
030700	02/11/21	RED00	RED BLUFF DAILY NEWS	169.67	6544110	PRINT ADVERT-CITY CLERK
030701	02/11/21	GAB00	GABBARD, BRYAN	210.00	210211	REC INSTRUCTOR-REC
030702	02/12/21	WEB02	WEBSTER, WAYNE C.	210.00	210211	REC INSTRUCTOR-REC
030703	02/16/21	ATT13	AT&T	764.41	210211	COMMUNICATIONS-DISPATCH
030704	02/16/21	BUR08	BURNETT, KAREN S.	120.00 150.00	210131 210214	REC INSTRUCTOR-REC REC INSTRUCTOR-REC
			Check Total.....:	270.00		
030705	02/16/21	GRE06	GREG'S HEATING & A/C	550.00	23132	BLD MAINT-DISPATCH
030706	02/16/21	LNC01	LN CURTIS & SONS	796.81	INV462596	EQUIP REPLAC-FIRE CAP REPLAC
030707	02/17/21	ACI01	ACI SPECIALTY BENEFITS	336.96	24353	WORKMENS COMP-GEN CITY
030708	02/17/21	ARM02	ARMSTRONG	12002.50	21-206658	AIRPORT FENCE PROJ-AIRPORT
030709	02/17/21	ARR00	ARROW FENCING	45496.08	81349	AIRPORT FENCING PROJ-AIRPORT
030710	02/17/21	BAS01	BASIC LABORATORY, INC	52.70 162.40	2101432 2101433	ProfServices Water Dept ProfServices Water Dept
			Check Total.....:	215.10		
030711	02/17/21	BIG02	BIG VALLEY SANITATION, IN	185.00 125.00	82270 82271	CLEANING CONTRACT-STR BLD MAINT-SENIOR CENTER
			Check Total.....:	310.00		
030712	02/17/21	CHI06	CHICO POWER EQUIPMENT	148.71	309518	MAT & SUPPLIES-
030713	02/17/21	COM01	COMPUTER LOGISTICS, INC	200.00 2860.00	82337 82359	EQUIP MAINT-DISPATCH EQUIP MAINT-
			Check Total.....:	3060.00		
030714	02/17/21	COM06	COMCAST	23.66	210209	COMMUNICATIONS-PW ADMIN
030715	02/17/21	CON08	CONSTELLATION - EXELON GE	6154.13	202101	ELECT-
030716	02/17/21	CRO05	CROSS PETROLEUM	784.05	CL5462	MAT & SUPPLIES-
030717	02/17/21	DHT00	DH TOOLS INC	198.25	021021245	SMALL TOOLS-
030718	02/17/21	EMP03	EMPOWER TEHAMA	23901.74	113020	EMPOWER TEHAMA-PROP 47 (2)
030719	02/17/21	JOB01	JOB TRAINING CENTER	377.67	6745	JOB TRAINING CTR-PROP 47 (2)
030720	02/17/21	MOO07	MOORE & BOGENER, INC.	4164.75	11501	CONSULT LIT-LGL SVCS
030721	02/17/21	OST00	OSTARELLO, ANGELA	250.00	2020-2/17	JT LEVY-CITY COUNCIL
030722	02/17/21	PAY01	PAYGOV.US LLC	2044.02	655	COVID 19-FINANCE
030723	02/17/21	QUI02	QUILL CORPORATION	60.30 44.17 363.86	14283423 14542992 14610903	OFFICE SUPPLIES- OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-FINANCE
			Check Total.....:	468.33		
030724	02/17/21	SEI01	SEILER, ROY R., CPA	2291.40	30009	PROF SVCS-FINANCE
030725	02/17/21	TPX00	TPX COMMUNICATIONS	699.06	139501305	COMMUNICATIONS-
030726	02/17/21	VAL04	VALLEY TRUCK & TRACTOR CO	129.52	1058411	MAT & SUPPLIES-PARKS
			Cash Account Total.....:	107265.02		
			Total Disbursements.....:	107265.02		
			Cash Account Total.....:	.00		

REPORT.: Feb 17 21 Wednesday
 RUN....: Feb 17 21 Time: 15:46
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 02-21 thru 02-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12347	02/11/21	BAN03	POLICE OFFICER ASSOC.	325.00	C10210	POLICE OFFICER ASSOC
12348	02/11/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C10210	WITHHOLDING ORDER
12349	02/11/21	EDD01	EMPLOYMENT DEVELOPMENT	4980.55	C10210	STATE INCOME TAX
				1544.80	1C10210	SDI
			Check Total.....:	6525.35		
12350	02/11/21	FED00	FEDERAL PAYROLL TAXES (EF	13264.08	C10210	FEDERAL INCOME TAX
				15574.24	1C10210	FICA
				3642.36	2C10210	MEDICARE
			Check Total.....:	32480.68		
12351	02/11/21	HEA05	HEALTHIEST YOU	9.00	C10210	HEALTHIEST YOU
12352	02/11/21	ICM01	ICMA RETIREMENT TRUST-457	2149.05	C10210	ICMA DEF. COMP
				185.00	1C10210	ICMA DEF. COMP ER PD
			Check Total.....:	2334.05		
12353	02/11/21	PERS1	PUBLIC EMPLOYEES RETIRE	25062.77	C10210	PERS PAYROLL REMITTANCE
12354	02/11/21	PERS4	Cal Pers 457 Def. Comp	2411.25	C10210	PERS DEF. COMP.
				520.00	1C10210	PERS DEF. COMP. ER P
			Check Total.....:	2931.25		
12355	02/11/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C10210	WageOrder F#20000149
12356	02/11/21	VAL06	VALIC	2241.26	C10210	AIG VALIC P TAX
				232.50	1C10210	AIG VALIC P TAX ER P
			Check Total.....:	2473.76		
			Cash Account Total.....:	72391.21		
			Total Disbursements.....:	72391.21		

Item No.: G-4

Date.: Feb 17, 2021
Time.: 4:04 pm
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
ACCURATE CORROSION C	7310 N 108TH AVE	GLENDAL, AZ 85307	CATHODIC PROTECTION/CORROSION MITIGATION	02/09/21
ELECTRO TAX SERVICE	1806 SOLANO ST	CORNING, CA 96021	TAX PREPARATION SERVICES	02/04/21
JC GUTTERWORKS	23652 BLACKBURN AVE	CORNING, CA 96021	GUTTER CLEANING, GUTTER REPAIR, LEAF GUA	02/04/21
LAMB ULTD. GENERAL E	4050 TOOMES AVE	CORNING, CA 96021	GENERAL ENGINEERING	02/09/21
NORTHERN CA SUP ARTS	2175 BLOSSOM AVE #4	CORNING, CA 96021	ONLINE SALES OF ARTS AND CRAFTS	02/09/21
ROUND TABLE PIZZA	680 EDITH AVE	CORNING, CA 96021	RESTAURANT	02/04/21

**ITEM NO.: I-5
PUBLIC HEARING AND ACTION ON
REQUEST FOR DISPOSAL SERVICE
CPI RATE INCREASE OF 2.45%**

February 23, 2021

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

SUMMARY:

The rate increase proposed is 2.45%, based on the rate increase methodology described in Section 3.4 of the Refuse Collection Agreement. The increase for residential customers with 96-gallon service will be \$0.58 per month to \$24.27 per month. Should residents have excess capacity, they may choose to downsize their current 96-gallon cart to a 64-gallon cart. Doing so, would reduce their monthly bill by \$1.92. The Senior Citizen rate for the smaller 32-gallon roller cart will rise from \$11.85 to \$12.14 per month, an increase of \$0.29 per month. The cost of commercial service is based on service level and would also increase by 2.45% (same as the residential rate). Rates are detailed in Exhibit C of the Agreement (attached).

The annual CPI increase and Fuel Cost adjustments are specifically addressed within the Agreement (copy of applicable section attached as Exhibit "A"). As a result of the Agreement approved by the City Council on December 22, 2020, Staff scheduled the matter for Council consideration and sent out notices of the hearing to all utility customers.

Commercial rates vary by service need (size/frequency of service)

BACKGROUND:

The Refuse Collection Agreement between the City of Corning and Corning Disposal provides for an annual rate increase equal to the Consumer Price Index for the 12-month period ending on the prior September 30th. The Consumer Price Index (CPI) indicates that inflation for this period is 2.32%, and a fuel cost adjustment of 0.13%, for a total rate increase as previously mentioned of 2.45%. The last rate increase was approved by the City Council on July 23, 2019.

NOTICE:

Notices (Exhibit "B") of this hearing were sent to all utility customers on January 8, 2020 in accordance with Proposition 218, the "Right to Vote on Taxes Act". All protests received to date are attached.

RECOMMENDATION:

MAYOR AND COUNCIL, HAVING CONDUCTED THE PUBLIC HEARING AND RECEIVED ALL PROTESTS; APPROVE THE PROPOSED DISPOSAL SERVICE RATE INCREASE OF 2.45%, AS SHOWN ON THE RATE SCHEDULE ATTACHED AS EXHIBIT "C" TO BE EFFECTIVE MARCH 1, 2021.

EXHIBIT "A"

3.4 Annual CPI Rate Adjustment.

Commencing on April 1, 2021 and on April 1 annually thereafter, the rates set forth on Exhibit C shall, subject to CITY Council review to confirm calculations, be adjusted by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers, U.S. city average, All Items ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending the previous September 30. Not later than November 30 of each year, CONTRACTOR shall notify the CITY of its intent to increase the rate and provide the rate computations and a proposed new schedule. The CITY Manager shall promptly schedule the request for a rate adjustment on the next CITY Council agenda at which action could be taken in accordance with all applicable laws and regulations.

3.5 Fuel Cost Adjustment.

In addition to the CPI and other rate adjustments provided by this Section, the rates in Schedule C may be further adjusted for changes in fuel costs associated with performance of the services hereunder in the manner provided below:

- (a) Not later than November 30 of each year, CONTRACTOR shall notify the CITY of any intent to seek a fuel cost adjustment. CITY may also by such date each year notify CONTRACTOR of its intent to seek a fuel cost adjustment. CONTRACTOR, on its own initiative or at the request of the CITY, shall then submit to CITY a written proposal for a fuel cost rate adjustment, including a report detailing the calculations in accordance with the formula agreed to below. Within thirty (30) days after CONTRACTOR provides the CITY with such proposal and report, the CITY shall notify the CONTRACTOR in writing as to whether the CITY accepts such information as complete or specifying any respect in which the CITY deems such information incomplete or deficient. CITY and CONTRACTOR shall attempt in good faith to review such information and complete all its deliberations in connection therewith within ninety (90) days from the date of submittal of the proposal and report to the CITY. The effective date for any such increase, if approved, shall be April 1.
- (b) The fuel cost adjustment shall be calculated by the following formula:
$$(1 + ((\text{Fuel Cost Change} - \text{CPI Change}) \times \text{Fuel Percentage})) \times \text{Old Rate} = \text{New Rate}$$

The terms used in the preceding formula shall have the following meanings:
"Fuel Cost Change" means, for No. 2 diesel fuel, the average price for California No 2-diesel fuel for the twelve (12) month period immediately preceding the submission of a proposal and report by the CONTRACTOR divided by such average price for the immediately preceding 12-month period average price for the calendar year preceding the most recent calendar year. The price used to compute the Fuel Cost Change shall be the price reported by the United States Department of Energy, Energy Information Administration. In the event that price is no longer reported, the parties will designate a new methodology for determining the price based on comparable data. The parties will meet to determine this designation as soon as practically possible. For fuels other than No. 2 diesel, the CONTRACTOR shall calculate the change in fuel cost using the same time periods and a reasonably comparable fuel price index.

"CPI Change" means the average CPI (defined in Section 3.4) for the most recently completed calendar year divided by such average price for the calendar year preceding the most recent calendar year.

"Fuel Percentage" means the CONTRACTOR's total cost for diesel fuel (or such other fuel as is employed by CONTRACTOR) incurred during the most recent calendar year divided by CONTRACTOR's total operating revenue for such calendar year, in both cases calculated for CONTRACTOR's operations district that includes the CITY.

"Old Rate" means each of the rates on Exhibit C, as they may have been previously adjusted or amended.

"New Rate" means the new rate calculated pursuant to the preceding formula that will replace the Old Rate.

This rate adjustment for fuel costs shall be in addition to, and not in lieu of, any other rate increase to which CONTRACTOR may be entitled under this Agreement. Under no circumstances may an adjustment for fuel costs reduce a rate below the base rates as specified in Exhibit C, as increased for changes pursuant to this Section 3. Adjustments for fuel costs shall only be made to increase or reduce (but not below zero) prior adjustments for fuel costs. In addition to the preceding limitations on fuel cost adjustments, the percentage increase or decrease in the New Rate from the Old Rate in any single adjustment for fuel costs shall not exceed 2%.

Notice to Property Owners Proposed Annual CPI Increase for Disposal Service

Each year Corning Disposal Company may request a Refuse Customer Rate Increase limited to the past year's Consumer Price Index (CPI).

A Public Hearing on their proposed rate increase of 2.45% will be held on Tuesday, February 23, 2021. The proposed rates for residences & Senior Citizens are shown in the box below. This increase would amount to \$0.58 for residential customers, and \$0.29 for Senior Citizen service per month. If approved, the new rates would begin on March 1, 2021.

This Hearing gives the City Council and the Public the opportunity to discuss and object to the proposed rate increase, but, according to the contract, "the City Council shall not unreasonably withhold" the rate increase.

Corning Disposal's Service includes yard waste pickup, street sweeping, recycling, and scheduled large household item pickups per customer per year at no additional cost. A second recycling cart can also be provided free of charge for residential accounts. Recycling is also included for commercial accounts.

Monthly Service Charges for both Residential and Commercial customers is proposed to increase by 2.45%	
Current Monthly Rate	Proposed Rate Effective March 1, 2021
\$23.69 for a 96 gal. roller cart	\$ 24.27
\$21.81 for a 64 gal. roller cart	\$ 23.35
\$11.85 for a 32 gal. Senior Citizen Cart	\$ 12.14

Commercial Rates will go up by 2.45%. The Commercial 96-gal roller cart will also be set at \$24.18.

Since City Code requires all residents to take the disposal service at the negotiated fee, the City believes it must inform every property owner and conduct a public hearing to receive any fee protests. Please contact City Hall at 530-824-7033 if you have questions.

Only Written Protests filed by Property Owners **will be counted**. If a majority protests, the rate increase will not be enacted. Protests in writing should be sent to: City Clerk, 794 Third St., Corning, CA 96021 and must be received by February 23, 2021 to be presented to the City Council during the Public Hearing. Written protests may also be personally delivered to the Hearing. Your protest **must** include your name, the address, and Assessor's Parcel Number of your property within the City (this is found on your tax bill).

Notice of Public Hearing

The City Council encourages you to attend the **Public Hearing**, Tuesday, February 22 2021, at 6:30 PM, to be held in the City Council Chambers, 794 Third Street, Corning, California.



EXHIBIT C
CITY OF CORNING
RATE SCHEDULE
Effective March 1, 2021

CPI	FUEL
2.32%	0.13%

RESIDENTIAL RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective 3/1/2021
Cart Rates				
Roller Carts (64-Gallon)	\$21.81	\$0.51	\$0.03	\$22.35
Roller Carts (96-Gallon)	\$23.69	\$0.55	\$0.03	\$24.27
Senior Citizen Roller Cart (32-Gallon)	\$11.85	N/A	N/A	\$12.14
Up to 2 - 64 Gallon Recycling and 1 - 96 Gallon Green Waste Carts (included)	\$0.00	N/A	N/A	\$0.00
Additional Recycling or Green Waste Carts				\$5.71

Seniors receive a 50% discount from the base rate.

COMMERCIAL AND MULTI-FAMILY RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective 3/1/2021
Cart Rates				
1 96-Gallon Roller Cart - 1X Week	\$23.60	\$0.55	\$0.03	\$24.18
Bin Rates				
1 Yard - 1X Week	\$75.44	\$1.75	\$0.10	\$77.29
1.5 Yard - 1X Week	\$105.48	\$2.45	\$0.14	\$108.07
1.5 Yard - 2X Week	\$192.99	\$4.48	\$0.26	\$197.73
2 Yard - 1X Week	\$135.61	\$3.15	\$0.18	\$138.94
2 Yard - 2X Week	\$266.92	\$6.19	\$0.36	\$273.47
2 Yard - 3X Week	\$340.61	\$7.90	\$0.46	\$348.97
3 Yard - 1X Week	\$192.99	\$4.48	\$0.26	\$197.73
3 Yard - 2X Week	\$345.34	\$8.01	\$0.46	\$353.82
3 Yard - 3X Week	\$447.22	\$10.38	\$0.60	\$458.20
4 Yard - 1X Week	\$253.21	\$5.87	\$0.34	\$259.43
4 Yard - 2X Week	\$432.37	\$10.03	\$0.58	\$442.98
4 Yard - 3X Week	\$584.72	\$13.57	\$0.79	\$599.07
4 Yard - 4X Week	\$792.23	\$18.38	\$1.07	\$811.68
6 Yard - 1X Week	\$345.34	\$8.01	\$0.46	\$353.82
6 Yard - 2X Week	\$584.74	\$13.57	\$0.79	\$599.09
6 Yard - 3X Week	\$824.01	\$19.12	\$1.11	\$844.24
6 Yard - 4X Week	\$1,038.26	\$24.09	\$1.40	\$1,063.75
6 Yard - 5X Week				\$1,283.26

Recycling				
Recycle service - up to 2 yards per week are included with service				\$0.00
Additional 64 Gallon Recycle Cart				\$21.73
Additional 1 yard recycle				\$43.61
Additional 2 yard recycle	\$61.52	\$1.43	\$0.08	\$63.03
Additional 3 yard recycle	\$87.91	\$2.04	\$0.12	\$90.07
Additional 4 yard recycle	\$106.87	\$2.48	\$0.14	\$109.49
Additional 6 yard recycle	\$145.57	\$3.38	\$0.20	\$149.14
Extra Pickup Rates				
1 Yard - Extra Pickup	\$16.50	\$0.38	\$0.02	\$16.91
1.5 Yard - Extra Pickup	\$23.08	\$0.54	\$0.03	\$23.65
2 Yard - Extra Pickup	\$29.70	\$0.69	\$0.04	\$30.43
3 Yard - Extra Pickup	\$42.23	\$0.98	\$0.06	\$43.27
4 Yard - Extra Pickup	\$55.44	\$1.29	\$0.07	\$56.80
6 Yard - Extra Pickup	\$75.61	\$1.75	\$0.10	\$77.47

Temporary Bin Rate				
4 Yard "BIN-A-DAY" 3 Day Rental	\$108.54	\$2.52	\$0.15	\$111.20

ROLL OFF BIN RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective 3/1/2021
Temporary Drop Box Rates				
20 Yard Haul - includes 3 tons*	\$511.09	\$11.86	\$0.69	\$523.64
30 Yard Haul - includes 3 tons*	\$573.02	\$13.29	\$0.77	\$587.09
Compactor Rates				
Compactor Haul Rate - Any Size - does not include tonnage**				\$399.32

*Disposal over 3 tons are charged actual disposal charges from Tehama County/Red Bluff Landfill

**Customer owned. Actual tonnage is charged from Tehama County/Red Bluff Landfill

ANCILLARY RATES	Current Rate	CPI Adjustment	Fuel Adjustment	New Rate Effective 3/1/2021
Residential				
Extra Pickup on non-service day	Not Available	N/A	N/A	Not Available
Go back charge (same day)	\$48.23	\$1.12	\$0.06	\$49.41
Contamination charge: Recycle & Organics				\$16.00
Overfull Container: all material types				\$16.00
Replace lost or stolen cart	\$91.10	\$2.11	\$0.12	\$93.33
Replace or Exchange damaged container (not caused by WM)	\$91.10	\$2.11	\$0.12	\$93.33
Account reactivation charge (from bad pay) - no delivery	\$48.23	\$1.12	\$0.06	\$49.41
Account reactivation charge (from bad pay) - w/ delivery	\$85.74	\$1.99	\$0.12	\$87.84
Late Payment charge	2.5% of balance (\$5.00 min.)	N/A	N/A	2.5% of balance (\$5.00 min.)

Commercial				
Contamination charge: Recycle				\$55.24
Overfull Container: all material types				\$75.00
Long walk service. Up to 100 feet	\$10.56	\$0.24	\$0.01	\$10.82
Long walk service. 101 to 200 feet	\$21.11	\$0.49	\$0.03	\$21.63
Replace lost or stolen cart	\$91.10	\$2.11	\$0.12	\$93.33
Replace or Exchange damaged container (not caused by WM)	\$91.10	\$2.11	\$0.12	\$93.33
Account reactivation charge (from bad pay) - no delivery	\$48.23	\$1.12	\$0.06	\$49.41
Account reactivation charge (from bad pay) - w/ delivery	\$85.74	\$1.99	\$0.12	\$87.84
Late Payment charge	2.5% of balance (\$5.00 min.)	N/A	N/A	2.5% of balance (\$5.00 min.)
Roll Off				
Roll Off Trip Charge	\$160.76	\$3.73	\$0.22	\$164.71
Per Day rental charge after seven days	\$11.97	\$0.28	\$0.02	\$12.27
Per hour relocation charge	\$29.91	\$0.69	\$0.04	\$30.65
Late Payment charge	2.5% of balance (\$5.00 min.)	N/A	N/A	2.5% of balance (\$5.00 min.)

RECEIVED

FEB 08 2021

CORNING CITY CLERK

February 3, 2021

Corning City Council
City Clerk
794 Third St
Corning CA 96021

RE: Annual CPI Increase for Disposal Service

Dear City Council Members,

This notice is a protest against raising our Disposal Services. We have not filled our garbage or recyclables to capacity in years. The yard waste is filled approximately 3 months out of the whole year.

In addition, I witness the sweeper employee passing by my home without sweeping in front of my residence on about January 27th, 2021. I looked at him and threw my hands up in the air (REALLY!). He knew he was caught. He waved and turned the sweeper around to fulfill his obligation. When he did dust was everywhere due to the fact that their vehicle was not distributing water to suppress the dust. This is not the first time that this has taking place. With the faulty equipment or lack of vehicle maintenance caused our block to have dust residue over all the vehicles and their homes in our neighborhood.

Furthermore; how is possible to raise rates when families are burdened financially when government shut down due to Covid 19? Isn't that enough to say No Increase? We should not be comparing our area to large cities either.

APN# 073-133-012-000
914 Almond Street
PO Box 300
Corning, CA 96021



Sheri A. Holm

RECEIVED
FEB 17 2021
CORNING CITY CLERK

February 8, 2021

Corning City Council
City Clerk
794 Third St
Corning CA 96021

RE: Annual CPI Increase for Disposal Service

Dear City Council Members,

This notice is a protest against raising our Disposal Services.

APN# 073-162-010-000

Mindy Sanchez
921 Almond Street
Corning, CA 96021



Mindy Sanchez

ITEM NO.: J-6
ADOPT RESOLUTION 02-23-2021-01
ACCEPTING A PORTION OF THE
CALIFORNIA CITIZEN'S OPTIONS
FOR PUBLIC SAFETY (COPS) GRANT
OVERAGE
FEBRUARY 23, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: JEREMIAH J. FEARS, POLICE CHIEF
KRISTINA MILLER, CITY MANAGER

SUMMARY:

The City of Corning Police Department has been notified by the Tehama County Auditor-Controller that there is an unencumbered overage in the COPS fund in the amount of \$82,397.47. These funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

BACKGROUND:

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The Corning Police Department has requested, and received approval from, Tehama County Auditor-Controller and the Tehama County Chief Administrator on January 22, 2021, that a portion of these funds (approximately \$10,901.00) be spent on the purchase of new radio repeater, as well as reprogramming all department radios so that they may utilize said repeater at an approximate cost of \$10,901.00.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 02-23-2021-01, THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT OVERAGE MONIES IN THE AMOUNT OF APPROXIMATELY \$10,901.00 TO BE SPENT TOWARD THE PURCHASE OF A NEW REPEATER, AND REPROGRAMMING OF ALL DEPARTMENT RADIOS.

RESOLUTION NO.: 02-23-2021-01

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
TO ACCEPT A PORTION OF THE UNENCUMBERED OVERAGE FUNDS OFFERED
THROUGH THE
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW
ENFORCEMENT GRANT PROGRAM**

WHEREAS, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

WHEREAS, the City Council, at a public hearing, must approve appropriation of these funds;

NOW, THEREFORE BE IT RESOLVED that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds, has approved the expenditure of a portion of these funds for the purchase of new radio repeater, as well as reprogramming all department radios so that they may utilize said repeater at an approximate cost of \$10,901.00 by the Chief of Police and the City Manager.

This Resolution was introduced and adopted by the City Council of the City of Corning on the **23rd day of February 2021** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, **Lisa M. Linnet**, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (02-23-2021-01) was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the **23rd day of February 2021** by the votes listed above.

Lisa M. Linnet, City Clerk



City of Corning
POLICE DEPARTMENT
774 Third Street
Corning, California 96021

Jeremiah Fears
Chief of Police

www.corningpd.org

(530) 824-7000

Fax (530) 824-7010

January 21, 2021

Mr. LeRoy M. Anderson, Auditor-Controller
County of Tehama
444 Oak Street, Room J
Red Bluff, CA 96080

**RE: Tehama County Supplemental Law Enforcement Oversight Committee
2020/21 Citizens' Option for Public Safety (COPS) Unencumbered Overage Fund Proposed
Expenditures**

Dear Mr. Anderson:

In your memo dated October 19, 2020 we were informed that there is an unencumbered overage in the COPS fund for the City of Corning in the amount of \$82,397.47. We would like the Oversight Committee to consider that a portion of these monies be encumbered toward the purchase of the following:

(1) Repeater

The Corning Police Department would like to purchase a radio repeater. This additional repeater will enhance officer safety by improving radio reception in an area that has always had very poor coverage. Officers who enter this area are unable to transmit and receive reliably, which causes grave safety concerns. This encumbrance would be used to purchase and install this repeater, as well as reprogram all department radios so that they may utilize said repeater. The Corning Police Department requests \$10,901.00 to accomplish this goal.

If permitted, these funds will be expended during the 2020/21 fiscal year, with any remainder to be held in the COPS fund in trust.

Thank you for your consideration of this request.

Respectfully,

Jeremiah J. Fears
Chief of Police

JJF/nmb

xc: City Manager
Finance

Precision Wireless Service

930 Shiloh Rd.
 Building 40, Suite 4
 Windsor, CA. 95492

(707) 836-6866



EQUIPMENT PROPOSAL

Date	Quote Number
11/30/2020	8340

NAME / ADDRESS
Corning Police Department 774 Third Street Corning, CA. 96021

Ship To
Corning Police Department 774 Third Street Corning, CA 96021

P. O. Number	Terms	Due Date	Rep		Phone
Truck Stop	Net 10	12/10/2020			
ITEM	DESCRIPTION	QTY	COST	TOTAL	
NX-5700K	NX-5700 Kenwood mobile radio, VHF, 50 Watt, NEW BASE RADIO IN BACK ROOM. Capable for upgrading to new encryption requirements by DOJ.	1	1,500.00	1,500.00T	
TPRD-1554	Pass/reject duplexer. Adjustable insertion loss and notch. Includes rails for mounting in 19" rack with cavities positioned vertically. Can also mount horizontally. 0.6 MHz Min Separation, VHF	1	1,964.00	1,964.00T	
LDF4-50A	1/2" foam heliax, Andrew, Antenna Coax	40	2.85	114.00T	
IS-50NX-C2	Polyphaser Lightening Suppressor	1	75.00	75.00T	
L4PMN-H	Connector for LDF4-50A, N-Male	4	30.00	120.00T	
Misc Parts	Mounting system for antenna on building behind truck stop. (water well?)	1	250.00	250.00T	
ANT150D3	VHF Base Station Antenna, 3-8db Dipole Heavy Duty	1	990.00	990.00T	
Licensing	Customer Federal Communications Commission Licensing Fees	1	950.00	950.00	
Tech Service -Daily R...	Add new location for existing frequency in use. Tech Service Daily Rate Two men one day.	2	900.00	1,800.00	
	Perform engineering study between Police Dept and Water Well building at truck stop. This has been done and the project will work.				
Thank you for choosing Precision Wireless Service!			TOTAL		

Accepted By:

Precision Wireless Service

930 Shiloh Rd.
 Building 40, Suite 4
 Windsor, CA. 95492



EQUIPMENT PROPOSAL

Date	Quote Number
11/30/2020	6340

(707) 836-6855

NAME / ADDRESS
Corning Police Department 774 Third Street Corning, CA. 96021

Ship To
Corning Police Department 774 Third Street Corning, CA 96021

P. O. Number	Terms	Due Date	Rep		Phone
Truck Stop	Net 10	12/10/2020			
ITEM	DESCRIPTION	QTY	COST	TOTAL	
Tech Service -Daily R...	Tech Service Daily Rate Set up and install repeater equipment at truck stop. Set up and install new base radio at PD. Add new repeater channel to first repeater. Reprogram Mindshare Consoles to add second repeater channel.	2	900.00	1,800.00	
Tech Service -Daily R...	Tech Service Daily Rate Reprogram all portable and mobile radios to add second repeater channel.	1	900.00	900.00	
Ship & Handl	Shipping and handling		50.00	50.00	
	We will take one of the back room radios and make it into the new repeater. In its place we will install a new base radio (mobile) that is capable of the new DOJ encryption in the future. This way there is no equipment purchased that will not be usable when the new encryption comes into play. Project above is complete turn key.				
	Sales Tax		7.75%	388.51	
Thank you for choosing Precision Wireless Service!				TOTAL	\$10,901.51

Information herein is proprietary and confidential and cannot be shared outside of your company without written consent from owners of Precision Wireless Service.

Accepted By: _____

**TEHAMA COUNTY
SUPPLEMENTAL LAW ENFORCEMENT OVERSIGHT COMMITTEE**

Minutes

October 30, 2020 @ 9:01 a.m.

Virtual Meeting

<https://global.gotomeeting.com/join/910489821>

Voting Members in Attendance:

**Tehama County Chief Administrator Bill Goodwin
Tehama Deputy County Sheriff David Hencratt
Corning Police Chief Jeremiah Fears
Matt Rogers, Tehama County District Attorney**

Others Present:

**Red Bluff Police Chief Kyle Sanders
Carolyn Steffan, Manager, City of Tehama
LeRoy Anderson, Tehama County Auditor
Trish Briel, Administrative Fiscal Manager**

The meeting was called to order at 9:01 a.m. and Bill Goodwin welcomed the participants.

Auditor LeRoy Anderson prefaced his Supplemental Law Enforcement Annual Report review with information about the COPS funding.

- Formal reporting requirements were rescinded with 2011 Realignment;
- COPS Funds are to be used to supplement, not supplant, agency budgets;
- Cities receive \$100,000 plus accumulated interest, less Administration fees;
- Red Bluff and Corning may use excess funds for purchase of items related to public safety;
- The Tehama County Sheriff / City of Tehama receive reimbursements and/or transfers for purchases;
- Funds are to be spent within two years of receipt;
- Remaining funds are encumbered;
- Supplemental requests or changes to funding requests that arise after the annual meeting should be submitted in a letter to the Tehama County Chief Administrator at 727 Oak Street, Suite 202, Red Bluff CA 96080;
- Pursuant to Government Code §30064, the Tehama County Board of Supervisors Resolution 95-1996 established the following five members of the Tehama County Supplemental Law Enforcement Oversight Committee:

- Municipal Police Chief – Tony Cardenas, City of Corning
- County Sheriff – Rob Heard, County of Tehama
- District Attorney – Jeff Thompson, County of Tehama
- Executive Officer – Rick Robinson, County of Tehama
- City Manager – Dick Bull, City of Red Bluff

Mr. Anderson reported the annual administrative fee will remain at \$97.00 per year per agency.

**Note: after discussing the membership list above following the conclusion of the 10/30/2020 SLEOC meeting, Bill Goodwin and LeRoy Anderson have decided to return to the Board of Supervisors to revise Resolution 95-1996 and eliminate the persons named to the Committee and instead list the member positions designated in Government Code §30064 (One municipal police chief, the county sheriff, the district attorney, the county's executive officer, and one city manager).*

FY 2020-2021 FUNDING REQUESTS

City of Corning

The City of Corning proposes to expend the current appropriation of \$100,000 to continue funding one police officer position, as in previous years. It should be noted that the current estimated salary and benefits for the officer are expected to exceed the \$100,000 appropriation. The balance of funds needed will come from the City of Corning General Fund

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the City of Corning was \$82,397.47. The City is contemplating the purchase of a radio repeater for the southside of Corning and/or encrypting dispatch and hand-held radios. A supplemental request will be submitted.

City of Red Bluff

The City of Red Bluff proposes to use the current \$100,000 allocation for the following:

\$ 70,833.00	Salaries/Benefits for two Community Service Officers;
\$ 5,280.00	Radio maintenance agreement
\$ 2,000.00	Volunteer programs
\$ 1,885.00	PLANIT Schedule Software
\$ 6,000.00	SWAT Equipment
\$ 13,905.00	Law Enforcement Equipment
\$ 97.00	Tehama County Administrative Fee
<u>\$100,000.00</u>	

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the City of Red Bluff was \$49,649.06, and the City has made the following request:

\$29,649.06	CSO vehicle
<u>\$20,000.00</u>	Detective vehicle
<u>\$49,649.06</u>	

These expenditures would fully expend the prior year fund balance.

Tehama County Sheriff

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County Sheriff was \$146,211.52 and the current allocation is \$100,000. The Sheriff requests to make the following expenditures:

\$ 79,045.00	Fully fund one Deputy Sheriff allocation
<u>\$ 50,000.00</u>	Purchase one vehicle
<u>\$129,045.00</u>	

This would leave a remaining balance of \$114,166.52.

Tehama County Sheriff – Jail

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County Jail was \$56,488.63, and the current allocation is estimated at \$18,059. The Sheriff requests to make the following expenditures:

\$ 14,000.00	Partially fund one Correctional Officer
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This would leave a remaining balance of \$60,547.63

Tehama County Sheriff – City of Tehama

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County was \$245,752.13 and the current allocation is \$100,000. The Sheriff requests make the following expenditures:

\$100,000.00 Purchase two vehicles
\$ 79,045.00 Fully fund one Deputy Sheriff allocation
\$ 50,000.00 Purchase one additional vehicle
\$229,045.00

The City of Tehama also requests reimbursement from the current allocations noted above for the following items:

\$ 318.27 Current City alert phone contract

This would leave a remaining balance of \$116,388.86. The committee members discussed various options for expending the remaining funds for the benefit of the City of Tehama. Ms. Steffan will explore options and submit a supplemental request at some time in the future.

Tehama County District Attorney

The Auditor reported the fund balance held in the treasury at FY 2019-20 Year End for the Tehama County District Attorney was \$50,128.58, and the current allocation is estimated at \$18,059. The District Attorney made a request of \$35,000 for FY 2019-20 to fund salaries, benefits, services/supplies and fixed assets for various budget units within the DA's office. Transfer of funds date to be determined at a later time. This would leave a remaining balance of \$33,187.58.

A motion was made to approve all requests, seconded, and unanimously approved by the voting members present:

CAO Bill Goodwin	Yes
Chief Jeremiah Fears	Yes
Sheriff David Hencratt	Yes
District Attorney Matt Rogers	Yes

There being no further business the meeting adjourned at 9:15 a.m.

LEROY M. ANDERSON
Auditor-Controller



KRISTA K. PETERSON
Assistant Auditor-Controller

TEHAMA COUNTY AUDITOR-CONTROLLER

RECEIVED
OCT 23 2020
CORNING CITY CLERK

Date: October 19, 2020

To: COPS Committee

Re: Supplemental Law Enforcement Annual Report

As of 7/1/2011, the reporting requirement on distribution of Citizens Option for Public Safety (COPS) Funds has been eliminated.

In lieu of that report, I will provide you with the following background information.

The COPS allocations are now received in the Auditor's office on a monthly basis in random amounts. In fiscal year 2019/20, Front Line agencies, which include the three Cities and the Sheriff, received their full allocation of \$100,000.

The Auditor made two distributions to the Cities of Red Bluff and Corning in February and September which was the current year allocations totaling \$100,000 along with interest, less the administrative charge of \$97.00.

The City of Corning received \$102,139.47 through these allocations and the City of Red Bluff received \$101,627.58.

In addition, the City of Corning drew \$1,312 on their excess request of \$15,000, while the City of Red Bluff has yet to file a 2019/20 claim against their excess funds.

Funds accumulated for the City of Tehama and Sheriff, and were distributed as the approved expenses were incurred. The City of Tehama drew funds totaling \$79,354 for one Patrol Deputy while \$100,000 allocated for the purchase of 2 vehicles remains unclaimed. The Sheriff drew \$153,727.07 for a Deputy Sheriff and the purchase of replacement computers combined.

The District Attorney (DA) and Jail received random allocations totaling \$17,789.13 and Growth amounts of \$12,547.80 for a total of \$30,336.93 The DA drew down funds totaling \$13,376.05 at the end of the fiscal year to backfill shortfalls in grant programs. Funds totaling \$14,000 were distributed to the Jail for approved expenses as they were incurred.

The Fund accrues interest at the pooled rate that is posted on a quarterly basis. The interest is allocated to each agency by the auditor by calculating an average daily balance.

The Fund Balance held in the County treasury at year end for each agency is as follows:

City of Corning	\$82,397.47	excess funds (includes 19/20 allocation balance of \$13,688)
City of Red Bluff	49,649.06	excess funds (corrected balance)

City of Tehama	245,752.13	carryover funds (\$100,000 dedicated to 2 vehicles)
Sheriff	143,211.52	
DA	68,499.79	
Jail	56,488.63	

The State Controller has released their funding projections for 2020/21. The Front Line Law Enforcement is fully funded at \$100,000. The DA and Jail can anticipate \$18,059.

The Auditor intends to continue to allocate to Front Line agencies the full \$100,000 allocation, plus interest less administration charges. The Auditor also anticipates distributing requests for 'excess' (over \$100,000) funds that have accumulated over the past years, and retain any remaining excess funds rolling them over to the following year.

The Cities are requested to submit a spending plan for their excess funds from prior years, separately from the \$100,000 allocation, for consideration.

I will remind all parties that these funds are intended to supplement your law enforcement budgets, and not substitute for other available funding. For County agencies (Sheriff, Jail and DA) this means that your allocations are available for expenditures that have been and/or would be denied General Fund funding.

Any future changes to your spending plan, amendments or additions that may arise after the committee has met, should be submitted to the Chair (Chief Administrator, Tehama County) in letter form for consideration and will be forwarded to the Auditor for distribution as appropriate.

The Auditor is not asking for any additional administrative fees at this time, they will remain the same as in prior years.

Sincerely,


LeRoy M. Anderson
Auditor-Controller

**ITEM NO: J-7
PRESENTATION AND ACCEPTANCE OF
ANNUAL CITY AUDIT FOR
FISCAL YEAR 2019/2020
FEBRUARY 23, 2021**

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

SUMMARY:

Each year, City Auditor Donald Reynolds, CPA, who is accountable directly to the City Council, presents the results of the Annual Audit of the City of Corning financial records. He will be present at the Council Meeting to explain to the City Council the results of the Fiscal Year 2019/2020 Audit. The **“Management’s Discussion and Analysis” is attached.**

A copy of the Audit is on file for public review at City Hall and on the City website (www.corning.org). Council members may receive a bound copy at City Hall.

AUDIT OVERVIEW:

The Audit report begins with the **“Independent Auditor’s Report”** of the Financial Section. That report provides detailed information regarding the issues addressed by the Auditor in this document. Mr. Reynolds will be on hand to answer any questions you might have regarding the audit document.

The next section of the Financial Section is the **“Management’s Discussion and Analysis” or “MD&A”** that provides City Management’s introduction to the Annual Audit. This is an important part of the Audit report because it provides an overview of the City’s financial condition as viewed by the City Management. The MD&A has also been reviewed by the Auditor. It includes an explanation of the components of the audit and summarizes revenues and expenditures for the fiscal year. The MD&A is the most concise, understandable portion of the audit.

GENERAL FUND:

The General Fund of the City is the main fund that is discretionary in nature; the Council has the freedom to determine the priorities and establish the uses of the General Fund. Most of the other Funds are restricted to specific purposes either by City Code or by State Law though the City Council still sets the priorities.

FY 2019/2020 VS. FY 2018/2019

Tables 3 & 4 of the MD&A present the actual General Fund Revenues and Expenditures data for FY 2019/2020 as compared with the same data for FY 2018/2019. You will note that revenues (Table 3) decreased in 2019/2020 by \$20,307, or 0.29% from the previous year. These decreases were largely due to the COVID-19 pandemic. Fortunately, auto sales and the Wayfair decision, which requires sales tax to be paid on internet purchases regardless of whether the business has a physical presence in the State, largely offset fuel sales tax losses. From Table 4 you will note expenditures decreased in FY 2019/2020 by \$73,609 or 1.31% from FY 2018/2019. Most notably, these decreases in expenditures were due to decreases in Capital Outlay.

FY 2019/2020 BUDGET VS. ACTUAL:

Budgets are projections of future revenue and expenditures. The audit reconciles the projections we make near the beginning of the fiscal year with the actual amounts. A summary of General Fund Budgeted Amounts vs. the Actuals is included as Table 7 in the MD&A, and in Exhibit “A-3” of the Audit. Overall, revenues came in within 1.28% or \$87,410 more than expected within the budget. This is incredible accuracy.

The Total General Fund fund balance at June 30, 2020 was \$3,724,365. This represents a \$642,077 increase from June 30, 2019.

OTHER FUNDS:

The MD&A provides two summary tables of the Water and Sewer Funds, respectively. Table 5 shows the Water Fund ending the year with a positive "Change in Net Position" of \$85,822. This was primarily due to water rate increases. The Sewer Fund data is presented in Table 6 and also shows a Change in Net Position of \$148,910 at the close of FY 2019/2020. This was also mainly due to rate increases.

The other specialized Funds such as the road funds are listed in **Exhibits B-1 through B-3.**

Exhibits C-1 through C-3, show the Capital Replacement and the Capital Improvement Funds, including Development Fee related funds including the Traffic Mitigation Fund 116, and Drainage Fund 345, and the Department **Equipment Replacement Funds.**

Exhibits D-1 through D-3 show the City's "Enterprise Funds", which consist of the Sewer, Solid Waste, Airport, Transportation Center, and Water funds. Depreciation and Amortization are included and appear to distort the net income and do not include principal payments on long-term debt. Retained Earnings include the total cost of all fixed assets less any accumulated depreciation and any long-term debt.

Exhibits E-1 through E-3, show the three **Trust Funds,** J.T. Levy Scholarship Fund, Rodgers Theatre Trust, and the Riddell Library Fund.

RECOMMENDATION:

MAYOR AND COUNCIL MEMBERS RECEIVE AND ACCEPT THE ANNUAL AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2020.

ITEM NO.: J-8
AUTHORIZE PAYMENT FOR INVOICE 21-206658-1 IN THE AMOUNT OF \$12,002.50 UNDER TASK ORDER "A" TO ARMSTRONG CONSULTANTS, INC

February 23, 2021

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

SUMMARY:

Staff requests Council authorize payment of invoice 21-206658-01 under Task Order "A" (TO-A) for Armstrong Consultants, Inc., to provide Professional Services for the 2020 Corning Airport Fence Project under Airport Engineering Services Agreement 2019-6 in the amount of \$12,002.50.

These services include project development, design, bidding services, Construction Administration, Inspection Services, and project closeout. Invoice is attached for Council review.

BACKGROUND:

On January 28, 2020 Council awarded the City Airport Engineering Services contract 2019-6 to Armstrong Consultants, Inc. The proposed services fall within this contract and can be issued as a Task Order.

As required by the FAA funding guidelines staff contracted with an independent consultant to prepare an Independent Fee Analysis (IFE) for the scope of work included in TO-A. The IFE resulted in an allowable fee of \$141,340. Staff also worked with Armstrong Consulting to review the original fee estimate provided of \$93,150 and to remove items that were not needed due to the simplicity of the project and the need to perform the pre-bid meeting and the bid opening via teleconference and not in person. The result of the IFE and negotiations with Armstrong resulted in a Fee of \$78,990.

FUNDING:

The invoice in the amount of \$12,002.50 will be paid from account 620-9195-3500 Airport Fencing Project/Airport. The project is funded 100% by the Airport Improvement Program Grant #3-06-0052-007-2020.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE PAYMENT FOR INVOICE 21-206658-01 IN THE AMOUNT OF \$12,002.50 UNDER TASK ORDER "A" TO ARMSTRONG CONSULTANTS, INC



City of Corning
 794 Third Street
 Corning, CA 96021

DATE: 1/31/2021
 INVOICE NO. 21-206658-01

ATTN: Robin Kampmann, P.E., Public Works Director / City Engineer

FOR PROFESSIONAL SERVICES RENDERED:

City of Corning, California
 Corning Municipal Airport
 Engineering Services
 Task Order A
 AIP # 3-06-0053-007-2020

Element 1 - Install Perimeter Fencing (Approx. 4,000 linear feet)

Element 1 - Project Development	:\$	4,520.00	X	100%	=	\$4,520.00
Element 1 - Design						
Preliminary Design	:\$	15,380.00	X	100%	=	\$15,380.00
Final Design	:\$	4,980.00	X	100%	=	\$4,980.00
Element 1 - Bidding Services	:\$	3,860.00	X	100%	=	\$3,860.00
Element 1 - Construction Period Services						
Construction Administration Services	:\$	16,090.00	X	100%	=	\$16,090.00
Construction Inspection Services	:\$	15,960.00	X	100%	=	\$15,960.00
Element 1 - Project Closeout	:\$	4,030.00	X	0%	=	\$0.00
Element 1 - Special Services						
Categorical Exclusion Form	:\$	1,560.00	X	100%	=	\$1,560.00
DBE Program Assistance	:\$	2,610.00	X	0%	=	\$0.00
Design Survey	:\$	5,500.00	X	100%	=	\$5,500.00
Electrical Design	:\$	500.00	X	100%	=	\$500.00
Construction Layout and Staking	:\$	4,000.00	X	100%	=	<u>\$4,000.00</u>

Total Amount Earned to Date = \$72,350.00
 Less Amount Previously Invoiced = -\$60,347.50

Total Amount Due this Invoice = \$12,002.50

ITEM NO.: J-9
APPROVE CONSTRUCTION PAYMENT
REQUEST #2 IN THE AMOUNT OF
\$50,551.20 TO ARROW FENCING FOR
THE 2020 CORNING AIRPORT FENCE
PROJECT

February 23, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUMMARY:

Staff requests that City Council approve Construction Pay Request #2 in the amount of \$50,551.20 less the 10% retention, as directed by the FAA, in the amount of \$5,055.12 for a total payment of \$45,496.08 to Arrow Fencing. The items on the request have been inspected and approved by Armstrong Consulting and City Staff.

Construction Payment Request #2 and corresponding invoices are attached for Council review.

BACKGROUND:

Arrow Fencing was awarded the Contract for the 2020 Corning Airport Fence Project at the May 12, 2020 City Council Meeting. City Council approved the cost for the project and authorized the execution of the Airport Improvement Program (AIP) Grant No. 3-06-0053-007-2020 for the Corning Municipal Airport for this project.

FUNDING:

The invoice will be paid from account 620-9195-3500 Airport Fencing Project/Airport. The project is funded 100% by the Airport Improvement Program Grant No. 3-06-0052-007-2020.

RECOMMENDATION:

APPROVE CONSTRUCTION PAYMENT REQUEST #1 IN THE AMOUNT OF \$50,551.20 LESS THE 10% RETENTION OF \$5,055.12 AND ISSUE PAYMENT IN THE AMOUNT OF \$45,496.08 FROM ACCOUNT 620-9195-3500 TO ARROW FENCING FOR THE 2020 CORNING AIRPORT FENCE PROJECT

APPLICATION FOR PAYMENT NO. 2

To City of Corning, California (OWNER) Contract for Corning Municipal Airport Improvements dated September 28th, 2020. OWNER'S AIP No. 3-06-0053-007-2020 and ACI No. 206658 for Work accomplished through the date of _____.

ATTACH ITEMIZED LIST

Accompanying Documentation:	GROSS AMOUNT DUE	\$ <u>204,535.20</u>
_____	LESS 10% RETAINAGE	\$ <u>(20,453.52)</u>
_____	AMOUNT DUE TO DATE	\$ <u>184,081.68</u>
_____	LESS PREVIOUS PAYMENTS	\$ <u>138,585.60</u>
_____	AMOUNT DUE THIS APPLICATION	\$ <u>45,496.08</u>

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous Progress Payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through ____ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of final acceptance of Project free and clear of all liens, claims, security interests and encumbrances.

Dated 1/20/21, ~~2020~~

Woida Enterprises, Inc. DBA Arrow Fencing
CONTRACTOR

By 

ENGINEER'S Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2/1/2021, ~~2020~~

Armstrong Consultants, Inc.
ENGINEER

By 

OWNER'S Approval:

This Application is approved.

Dated _____, 2020

City of Corning, California
SPONSOR

By _____



PO Box 385
Calpella, CA 95418

Invoice

Date	Invoice #
1/21/2021	81349

Bill To
City of Corning 794 Third Street Corning, CA 96021

Ship To
Corning Airport Fence Project 930 Marguerite Ave Corning, CA 96021 Project #2020

P.O. No.	Terms	Due Date	Rep	Ship Date	Ship via	Job Date
	Net 30	2/20/2021		1/21/2021		

Quantity	Description	Rate	Amount
1	Bid Item #-Mobilization-balance	100.00	100.00
52	Bid Item #4-Chainlink fence	35.60	1,851.20
1	Bid Item #8-20' Vertical pivot gate system	40,000.00	40,000.00
645	Bid Item #9-No. 6 AWG installed in trench, duct bank or conduit	10.00	6,450.00
215	Bid Item #10-No. 6 AWG Insulated equipment ground cable, installed in trench, duct bank or conduit	10.00	2,150.00
	Sales Tax	7.875%	0.00

A Service Charge will be assessed at the rate of 2% per month (24% per annum). This charge will be assessed at 30 days and every month thereafter until the invoice is paid in full. Customer is to pay any actual costs of collections, including litigation costs and attorney's fees incurred in recovering past due amounts. A handling charge of 15% will be made for stock material returned for credit. Non Made items are not returnable. Claims for loss, damage, or shortage must be made within 5 days from date delivered to receive recognition. All agreements and transactions are to be governed by California Law.

Total \$50,551.20

less 10% (5,055.12)

Amount Due \$45,496.08

CSN

Phone #	Fax #	E-mail
707-485-1128	707-485-1142	debbie@arrowfencingca.com

**ITEM NO.: J-10
RESOLUTION AND MOU AUTHORIZING THE
SUBMITTAL OF A STATE COMMUNITY
DEVELOPMENT BLOCK GRANT CORONAVIRUS
AID, RELIEF, AND ECONOMIC SECURITY ACT
(CDBG-CV 2/3) GRANT APPLICATION FOR
UTILITY PAYMENT ASSISTANCE AND
NAVIGATION CENTER**

February 23, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER

BACKGROUND:

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV1) funds on June 5, 2020 for \$18.7 million in funds. Additional funding has been made available to the Department and will be allocated to the Cities and Counties. The NOFA was released in late December. The State has received a total \$113,263,490 in CV2, and \$18,031,478 in CV3 funding. The City of Corning has been allocated \$281,839. The City (through a Memorandum of Understanding with the County of Tehama) has already made application for CV 1 Funds for a Business Assistance Program and we are awaiting the contract to begin implementation. A maximum of two (2) additional activities will be allowed under this application cycle. Each activity must expend all funds within 24 months of the contract execution. The City may also allocate additional funding to the Business Assistance Program awarded under the CV1 funding contract, but this would further delay implementation of the CV1 Program. For this reason, the County requests we do not allocate additional funds to CV1 Program activities.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows:

1. Benefit to low-income households or persons (also called Low/Mod Benefit);
2. Slum and blight (addressing physical problems in specific neighborhoods); or
3. Meeting urgent community development need (a need resulting from a State or Federal declared disaster or posing unforeseen risks to health and safety).

In addition, eligible activities must be used directly to prevent, prepare for, or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts.
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety as related to COVID-19.
- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation.
- Economic Development to support needs of local businesses to retain and bring back jobs impacted by COVID-19.

All activities are required to meet a National Objective as outlined under Section IV. of the attached NOFA.

On January 26, 2021, a public hearing was held to gather information regarding the needs of the community and business community. During the Public Hearing staff made suggestions based on eligible activities.

Eligible activities for the grant funding are limited to the following:

For the CDBG-CV NOFA, the following activities are permitted:

A. Community Development:

1. Public Services to respond to COVID-19 impacts, including short-term subsistence payments for households at risk of eviction and/or homelessness, and housing costs for those exiting homelessness, homeless shelter operations, and health and education support services.
2. Public Facility and Infrastructure Improvements with a documented COVID-19 nexus.
3. Public facility acquisition, including healthcare facilities, emergency shelters, and housing for persons experiencing homelessness in response to COVID-19 impacts.
4. Housing Assistance:
 - a. Acquisition and/or rehabilitation of Low-Mod Income Housing in response to COVID-19 impacts on vulnerable populations, or individuals including households experiencing homelessness.

B. Economic Development:

1. Business assistance to help businesses retain employees, or in the case of businesses re-starting after mandated COVID-19 related shut-downs, adding employees.
2. Microenterprise assistance (including Micro-financial assistance and Technical assistance) for businesses impacted by COVID-19 with five or fewer employees, including the business owner.

The funds can be used to contract with a service provider to provide the desired program or to administer a program. It is important to note the funding includes extensive requirements for administration and data on both contractors and recipients of the services. Therefore, it is preferable to plan a project or program and avoid dividing it into small subrecipient grants to avoid duplicative administrative work. In addition, the data that needs to be collected from recipients of the services may limit the types of services the funding can feasibly be used for. Additionally, funds can be combined with other agency funding through MOU's to combine funding to one project or program for maximum results, such as with the County of Tehama, and the cities of Red Bluff and Tehama.

During the Public Hearing Staff suggested the following options:

1. Expand the CV1 Business Technical Assistance Program.
2. Expand the CV1 Forgivable Loan Program.
3. Provide funding for utility assistance payments for those impacted by the COVID-19 Pandemic.

Since that time, Staff learned expanding CV1 program activities may further delay CV1 program implementation. Staff and the County do not want to further delay the CV1 program. We also learned the Homeless Navigation Center is short funds for construction of the project. For this reason, it is recommended the CV2 and CV3 funds in the amount of \$281, 839 be allocated as follows:

1. \$200,000 for utility payment assistance for those financially impacted by the COVID-19 pandemic, and
2. \$81,839 to support infrastructure costs for the Homeless Navigation Center.

If City residents do not fully utilize the \$200,000, we are told we could transfer additional funding to the navigation center by Resolution. As such, this provides the greatest flexibility in the use of the funds.

COST ANALYSIS:

It is estimated that the City will be eligible to receive up to \$281,839 based on a formula provided by HCD. Of that amount, approximately 13% can be used towards administration, which will include the Consultant's cost for administering the grant and reimbursement of Staff time. Due to the complexities of this funding and existing Staff vacancies, the City must hire a Consultant to fully administer this grant. The project funding is as follows:

General Administration Utility Payment Assistance: \$ 26,000

Utility Payment Assistance Program Funding:	\$174,000
General Administration Navigation Center:	\$ 10,639
Navigation Center Project Funding:	\$ 71,200

ENVIRONMENTAL REVIEW:

CEQA and NEPA review will be considered based on the project or program selected. Programs are provided an exemption and documents will be completed accordingly.

RECOMMENDATION:

MAYOR AND COUNCIL:

1. **ADOPT RESOLUITON NO. 02-23-2021-02, A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – CORONAVIRUS RESPOSE ROUND 2 AND 3 (CDBG-CV2 AND CV3) NOFA DATED DECEMBER 18, 2020; AND**

2. **APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF TEHAMA AND THE CITY OF CORNING ALLOCATING \$81,839 TO THE HOMELESS NAVIGATION CENTER; AND**

3. **DIRECT STAFF TO PREPARE THE APPLICATION IN RESPONSE TO THE RELEASE OF THE NOTICE OF FUNDING AVAILABILITY (NOFA) FOR CDBG-CV2 AND CDBG-CV3 FUNDS FOR COVID-19 RELATED ACTIVITIES SUCH AS, UTILITY PAYMENT ASSISTANCE THAT BENEFIT LOW AND MODERATE INCOME RESIDENTS.**

RESOLUTION NO. 02-23-2021-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM- CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020

BE IT RESOLVED by the City Council of the City of Corning as follows:

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$200,000 for the following CDBG-CV2 and CV3 activities pursuant to the December 2020 CDBG-CV2/3 Notice of Funding Availability (NOFA):

List activities and amounts:

Community Development - Utility Payment Assistance: \$ 200,000

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$0 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

The City acknowledges compliance with all State and Federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Manager, or designee, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corning held on February 23, 2021 by the following vote:

AYES:

ABSENT:

ABSTAIN:

OPPOSED:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution No. 02-22-2021-02 was duly introduced, approved and adopted by the City Council of the City of Corning at a special meeting of said Council held on the 23rd day of February 2021 by the votes listed above. The above Resolution has not been amended or altered and is in full force and effect on the date stated above.

Lisa M. Linnet, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF CORNING
AND COUNTY OF TEHAMA**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Corning, whose address is 794 Third Street, Corning, CA 96021, and the County of Tehama, whose address is 727 Oak Street, Red Bluff, CA 96080.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Parties will participate in funding the County of Tehama Homeless Navigation Center through the Community Development Block Grant (CDBG) funding from HUD as administered by the State of California Department of Housing and Community Development (Department). This project will be provided additional funds through the CDBG – CV 2/3 allocation from the County of Tehama, City of Tehama, and the City of Corning in the joint amount of \$851,109. The County of Tehama will provide a total of \$569,803, the City of Tehama will provide a total of \$199,467, and the City of Corning will provide \$81,839 to the project. The County of Tehama Homeless Navigation Center will be for the purpose of constructing a Homeless Navigation Center. The project will be implemented by PATH, a non-profit organization, selected by the County, with the skills and resources to implement the project and to provide the services as outlined.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties to this MOU and the governing bodies of the Parties' respective counties or municipalities and shall remain in full force and effect for not longer than thirty-six months (36).

4. **Responsibilities of County of Tehama.** The County of Tehama, Lead Agency for the purposes of this agreement, is obligated for all costs, expenses, and requirements associated with the project implementation and management as outlined in the CDBG NOFA and Contract. The County of Tehama as the lead agency will be the primary contact for all administration, and requests for funding submitted to the Department of Housing and Community Development CDBG program, and receipt of funding from the Department of Housing and Community Development CDBG program and will be responsible for all Department required reporting.

5. **Responsibilities of City of Corning.** Provide the County of Tehama and/or representatives with required documents and information to support the County of Tehama as Lead Agency for this MOU and funding. Support the County of Tehama and/or representatives' efforts in providing information to the public related to outreach efforts in the community, as applicable. Post the required fair housing poster, pamphlets, and other information to promote the Department of Housing and Community Development CDBG program efforts to affirmatively further fair housing.

6. **General Provisions**

A. **Amendments.** Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the Superior Court of California, Tehama County, California.

D. Entirety of Agreement. This MOU, consisting of 4, pages, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

F. Sovereign Immunity, County of Tehama and City of Corning and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

H. CDBG Program Terms and Conditions. The Parties agree to administer all funding and activities identified in this MOU in compliance with the Standard Agreement executed with the Department for said activities and funding. The Parties agree the County of Tehama shall be the executor of the Department's Standard Agreement, and that primary communication regarding the activity will occur with the County of Tehama. It is the responsibility of the Parties to this MOU to communicate and transfer performance and regulatory requirements to applicable Parties, including contractors and subrecipients. Failure to administer funds and or activities in accordance with HUD regulations, and the terms and conditions identified in the applicable Standard Agreement will result in performance penalties toward all Parties of this MOU, and may result in repayment of expended CDBG funds in the event that the costs were determined to be ineligible, or that the funds failed to meet a National Objective, as identified in title 42 of United States Code, Section 5301 and title 24 of the Code of Federal Regulations section 570.483.

7. Signatures. In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

County of Tehama:

Williams J. Goodwin, Chief Administrator

Date

City of Corning:

Kristina Miller, City Manager

Date

**ITEM NO.: J-11
APPROVE ASSIGNMENT AND
ASSUMPTION AGREEMENT WITH
CALIFORNIA PV ENERGY 2 LLC AND
SUNBEAM LEASECO, LLC**

February 23, 2021

**TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: KRISTINA MILLER, CITY MANAGER
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER**

SUMMARY:

The Lessee (California PV Energy, LLC) for the property adjacent to the Corning Wastewater Treatment Plant has requested that the City approve an Assignment of the Lease to a third party as a result of a Purchase and Sale Agreement concerning Lessee's Corporate Parent. Per the proposed Assignment Agreement, the Corporate Parent (Exelon) would like to have the Lease assigned to another company it owns (Sunbeam LeaseCo, LLC) for a period of three-years, and at that point it would revert back to California PV Energy, LLC. At that point, California PV Energy, LLC will be owned by a different company.

The Lease Agreement itself will remain the same, and the City will have no alteration in its benefits or obligations under the lease.

BACKGROUND:

In December of 2015, the City entered into a 20-year Solar Power Purchase Agreement (PPA) between the City of Corning and "Fresh Air Energy XXVI, LLC" to lease the 6-acre City property adjacent to the Corning Wastewater Treatment Plant (WWTP), on which they erected Solar arrays that generate energy savings for not only the WWTP, but also other City facilities. The Agreement included a five-year extension, as well as the standard assignment provision requiring the City to approve an assignment to a new party.

Later that same month (December 2015), Fresh Air assigned all of its interest in the Agreement to California PV Energy 2, LLC, which was approved by the City. California PV Energy has been the contracting party since that time.

On January 19, 2021, the City received notice from Exelon Generation Company, LLC, who owns California PV Energy, that it was entering into a Purchase and Sale Agreement with a Company called Silverado Holdings, LLC. As part of the Agreement, Exelon was selling California PV Energy to Silverado, the Lessee. In this letter, two assignments were requested, which are as follows:

- 1) February 23, 2021- An Assignment from California PV Energy 2, LLC to "Sunbeam LeaseCo, LLC", another company owned by Exelon; and
- 2) January 24, 2024- An assignment from Sunbeam LeaseCo, LLC back to California PV Energy 2, LLC, which will be owned by Silverado Holdings at that time.

In short, the companies involved essentially want Sunbeam to act as a place holder on the Lease until the sale goes through and Silverado owns California PV Energy. At that time, three years from now, California PV Energy will become the Lessee again. The lease itself will remain the same, and the City's responsibilities will not be altered by this assignment.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE PROPOSED ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN THE CITY AND CALIFORNIA PV ENERGY 2, LLC, AND SUNBEAM LEASECO, LLC ASSOCIATED WITH THE SOLAR POWER PURCHASE AGREEMENT DATED DECEMBER 3, 2015.



1310 Point Street, 13th Floor
Baltimore, MD 21231

January 19, 2021

City of Corning
Attn: Kristina Miller, City Manager
794 Third Street
Corning, CA 96021

RE: Request for Consent to Proposed Transaction

Dear Ms. Miller:

We write to inform you that Exelon Generation Company, LLC (and together with its affiliates, "Exelon") has entered into a purchase and sale agreement with Silverado Holdings, LLC (the "Purchaser") pursuant to which 100% of the membership interests in California PV Energy 2, LLC (the "Project Company") will be acquired by the Purchaser (the "Transaction").

The Transaction will involve the Project Company assigning all of its rights, title, interests, and obligations in the power purchase agreement to which you are a party, as listed on Exhibit A (the "Agreement"), to Sunbeam LeaseCo, LLC, an affiliate of Exelon (the "Assignee") for a period of approximately 3 years from the date of closing of the Transaction, after which time such rights, title, interests, and obligations in the Agreement shall automatically revert to the Project Company, which will occur on January 1, 2024 date (the "Assignment Reversion").

Despite the fact that the Assignment Reversion is to the Project Company, at the time of the Assignment Reversion, Sunbeam LeaseCo, LLC, as the assignor, and the Project Company, as assignee, will no longer be affiliates. We, therefore, request your consent for the assignment of the Agreement from Sunbeam LeaseCo, LLC, to Project Company, which such assignment shall be effective as of January 1, 2024.

Because your consent is required in connection with the foregoing assignment of the Agreement, we hereby respectfully request that you provide such consent.

Please sign and return via email a copy of this letter evidencing your consent to the foregoing assignment and confirming that such assignment will not conflict with, or result in any violation of, breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation, acceleration or modification under any provision of the Agreement.



We are happy to answer your questions or respond to any concerns you may have about the sales process or this request. Upon the closing of the Transaction, the Purchaser will be reaching out to you with any additional information that you may need going forward.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brendon Quinlivan".

By: _____
Brendon Quinlivan
President, Solar
California PV Energy 2, LLC

Cc: Joshua Udler, Managing Counsel - Solar (Constellation)



City of Corning's consent to the assignment of the Agreement as described above is hereby granted this ____ day of _____, 2021.

CITY OF CORNING

By: _____
Name:
Title:



EXHIBIT A

- Solar Power Purchase Agreement, dated as of December 3, 2015, by and between the City of Corning and California PV Energy 2, LLC (as assignee from Fresh Air Energy XXVI, LLC, pursuant to that certain Assignment and Assumption Agreement, dated as of December 23, 2015, signed by Fresh Air Energy XXVI, LLC, California PV Energy 2, LLC and City of Corning).

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of _____, 2021 (the "Effective Date"), is entered into by and between California PV Energy 2, LLC, a Delaware limited liability company ("Assignor"), and Sunbeam LeaseCo, LLC, a Delaware limited liability company ("Assignee"), and City of Corning, CA ("Consenting Party" and "Offtaker") (each, a "Party," and collectively, the "Parties").

WHEREAS Assignor owns and operates that certain solar power generation facility commonly known as the Ecoplexus Solar project, as described in more detail on Schedule 1 attached hereto (the "Project");

WHEREAS, Assignor and Consenting Party are parties to that certain Solar Power Purchase Agreement, including one or more Site License Agreements, dated as of December 3, 2015, as amended and listed on Schedule 1 attached hereto (collectively, the "Assigned Agreement") relating to certain site(s) in the State of California (the "Site(s)") (unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Agreement);

WHEREAS, Assignee is an affiliate of Assignor; and

WHEREAS, Assignor desires to assign, and Assignee desires to accept assignment of, the Assigned Agreement for a period of time during which Assignee will lease and operate the Project and sell power produced by the Project, subject to the terms and conditions hereinafter set forth;

WHEREAS, the Assignee and Consenting Party desire and agree to make certain modifications to the Agreement in conjunction with the Assignment; and

WHEREAS, Consenting Party desires to consent to this Assignment.

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

Modification of Agreement. The Agreement is amended as follows:

In Section 14.1 "Notices", delete Seller's notice information and replace as follows:

If to Seller: c/o Exelon Generation Company, LLC
1310 Point Street, 12th Floor
Baltimore, MD 21231
Attention: Project Finance
Email: projectfinance@exeloncorp.com

Assignment of Agreement. On the Effective Date, solely for the duration of the Term (as defined below), Assignor assigns, sells and transfers to Assignee all of Assignor's rights, title and interest in and to each Assigned Agreement, and Assignor delegates to Assignee all of Assignor's duties, obligations and liabilities in respect of the Assigned Agreement.

Acceptance of Assignment and Assumption of Obligations and Liabilities. From and after the Effective Date, solely for the duration of the Term, Assignee accepts the transfer and assignment of the Assigned Agreement and assumes all the duties of Assignor under the Assigned Agreement, arising or occurring on or after the Effective Date and prior to the Assignment Termination Date.

Term. The term of the assignment contemplated by this Assignment (the "Term") shall commence on the Effective Date and shall expire on the "Assignment Termination Date" set forth on Schedule 1 attached hereto; provided that if the Master Lease (as defined below) is terminated prior to the Assignment Termination Date pursuant to the provisions thereof, then the date of such termination shall constitute the Assignment Termination Date for purposes of this Assignment and the Term shall end on such date.

Reversion. Assignor and Assignee acknowledge and agree that on the Assignment Termination Date, all rights, title and interest in and to each Assigned Agreement and all duties, obligations and liabilities in respect of each Assigned Agreement shall fully and automatically revert to and be vested in Assignor without any need for further action by either party hereto ("Reversion"); provided that, promptly following the Assignment Termination Date, Assignor shall notify the Offtaker in writing that the Reversion has occurred. From and after the Assignment Termination Date, Assignee shall have no further liability under any Assigned Agreement other than any such liability that may have arisen and not been discharged during the Term.

Representations and Warranties. Each party hereto hereby represents and warrants to the other party as of the Effective Date as follows:

(a) **Organization; Good Standing, Etc.** It is duly incorporated, organized or formed (as applicable), validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation (as applicable) and has the power and authority to own, lease and operate its properties and to carry on its business as being conducted on the Effective Date.

(b) **Authority.** It has the requisite power and authority to enter into this Assignment, to perform its obligations hereunder, and to consummate the transactions contemplated hereby (including, for the avoidance of doubt, the assignment of the Assigned Agreement pursuant hereto), and all necessary actions by any board of directors, shareholders, managers, members, partners, trustees, beneficiaries or other applicable Persons necessary for the due authorization, execution, delivery and performance of this Assignment have been duly taken.

(c) **Due Execution; Binding Agreement.** This Assignment has been duly executed and delivered by it and (assuming due authorization, execution and delivery by the other party hereto) constitutes its valid and binding obligations, enforceable against it in accordance with its terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar laws affecting enforcement of creditors' rights and remedies generally and to general principles of equity.

(d) **No Conflicts; Governmental Approvals; Consents.** The execution and delivery of this Assignment and the consummation of all transactions contemplated herein do not and will not result in any material breach or violation of, or default under, any of its governing instruments or any material agreements to which it is a party or by which it is bound or to which any of its assets is subject, or under any applicable law. Except for approvals and consents which have already been obtained prior to the

Effective Date, no approval of or filing with any Government Agency and no consent of any other Person (including the Consenting Party) is required to be obtained or made by it for the execution, delivery and performance by it of this Assignment, and for consummation of the transactions contemplated hereby (including, for the avoidance of doubt, the assignment of the Assigned Agreement pursuant hereto).

Amendment and Modification. This Assignment may be amended, modified or supplemented only by written agreement of Assignor and Assignee.

Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder may be assigned by either party except in connection with an assignment of such party's (or its affiliate's) rights, interests or obligations under the Master Lease as permitted by the Master Lease.

Other Agreements. Assignor, Assignee, and Consenting Party agree to fully cooperate and promptly execute any and all other agreements and documents related to the assignment and assumption of the Agreement herein.

Benefits. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Nothing express or implied in this Assignment is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

Captions. The captions of this Assignment are made for convenience only and shall not control or affect the meaning or construction of any provision of this Assignment.

Counterparts. This Assignment may be executed in counterpart, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile or electronically will be considered original signatures, and each party shall thereafter promptly deliver original signatures to the other party.

Governing Law. This Assignment shall be interpreted, and the rights and liabilities of the parties hereto shall for all purposes be governed by and construed and enforced in accordance with, the laws of the State of California applicable to agreements executed, delivered and performed within said state.

Definitions. As used in this Assignment, the following defined terms have the meanings indicated below:

"Government Agency" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, instrumentality, judicial or administrative body having jurisdiction over a party hereto or the Project.

"Master Lease" means that certain Master Solar Lease by and among Silverado Holdings, LLC, as the master lessor, the lessors listed on schedules attached thereto and Sunbeam LeaseCo, LLC, as the lessee, to be entered into on the Closing Date pursuant to (and as defined in) the PSA.

"Person" means any individual, partnership, corporation, association, business, trust, government or political subdivision thereof, governmental agency or other entity.

“PSA” means that certain Purchase and Sale Agreement, dated as of December 8, 2020, by and among Silverado Holdings, LLC, a Delaware limited liability company, as the purchaser, those certain purchaser guarantors party thereto and Exelon Generation Company, LLC, a Pennsylvania limited liability company, as the seller.

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment under proper authority as of the date first above written.

ASSIGNOR:

CALIFORNIA PV ENERGY 2, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE:

SUNBEAM LEASECO, LLC

By: _____

Name: _____

Title: _____

CONSENTING PARTY:

CITY OF CORNING, CA

By: _____

Name: _____

Title: _____

Approval as to Form:

Collin Bogener, City Attorney

Attest:

Lisa M. Linnet, City Clerk

**SCHEDULE 1 TO
ASSIGNMENT AND ASSUMPTION AGREEMENT**

NAME OF PROJECT: Ecoplexus Solar

OFFTAKER: City of Corning, CA

**ASSIGNMENT
COMMENCEMENT DATE:** Effective Date

**ASSIGNMENT
TERMINATION DATE:** January 1, 2024

DESCRIPTION OF SITES: See Exhibit 2 to the Assigned Agreement

ASSIGNED AGREEMENT: Solar Power Purchase Agreement, dated as of December 3, 2015, as amended, by and between the City of Corning and California PV Energy 2, LLC (as assignee from Fresh Air Energy XXVI, LLC, pursuant to that certain Assignment and Assumption Agreement, dated as of December 23, 2015, signed by Fresh Air Energy XXVI, LLC, California PV Energy 2, LLC and City of Corning)

ITEM NO: J-12
ANNUAL MID-YEAR BUDGET
REVIEW AND GENERAL
DISCUSSION-FY 2020/2021
FEBRUARY 23, 2021

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

SUMMARY:

Staff provides Mid-year Budget updates to the City Council. The purpose is to update the Council and the public regarding how the City is fairing financially at the mid-point of the fiscal year. This report largely relies on information from the fiscal year mid-point, which is December 31, 2021.

APPROVED BUDGET:

The Fiscal Year 2020/21 Budget projected total revenues (excluding transfers) of \$13,854,927. General Fund Revenues (including Measure A) are expected to make up about 43.6% (\$6,046,600) of total revenues. The City Council maintains primary discretion over how the General Fund is expended.

The remainder, about 54.9% (\$7,608,327) of revenues originates from sources other than General Fund revenues and must be allocated (expended) for specific purposes such as grant-funded projects, Sewer, Water, and Street Maintenance, etc. We refer to those funds as "non-discretionary" because the Council has little choice regarding how they are spent.

The 2020-21 Budget projected total expenditures (excluding transfers) of \$14,557,338, of that amount \$6,136,198 can be attributed to the General Fund.

A. GENERAL FUND.

Since the City Council does have discretion over how General Fund revenues are expended, the performance of the General Fund is the heart of the Mid-Year Budget Review.

The FY 2020/21 General Fund Budget (including Measure A) projected total revenues of \$6,046,600. Sales Tax (excluding Measure A Transactions and Use Tax) was projected to generate 44.2% of the total General Fund Revenues, or \$2,670,000. Sales Tax and Measure A Tax combined total 61.4% of General Fund Revenue (including Measure A).

1. General Fund Revenue FY 2020/2021:

- 1. Projected Sales Tax** -Sales tax generates a significant part of our General Fund; therefore decreases/increases in sales tax can seriously affect the budget. Additionally, since Corning is the home of three large Travel Centers (Truck stops), we are heavily reliant on sales tax from fuel sales. That being said, the percentage of sales tax revenue from fuel sales has been decreasing significantly in the last six years. In fiscal year 2013/2014 fuel sales tax represented 79% of total sales tax revenue received as compared to 38% in fiscal year 2020/2021. Lower fuel costs equate to less sales and lower sales tax revenue for us.

At this moment, we have complete sales tax data for two calendar quarters for FY 2020/21; the 2nd and 3rd quarters of 2020. Those receipts are on target for exceeding the \$2.67 million budget. The City should expect to receive approximately \$500,000 more than budgeted or \$3,170,000. The budget is proposed to be increased accordingly. The 4th Quarter 2020 totals will not be received until late March 2020, and the totals for the 1st Quarter of 2020, three months after that in June.

2. **Transient Occupancy tax-** Revenue receipts are higher than originally anticipated, albeit still less than pre-Camp Fire levels. The budget is proposed to be increased from \$325,000 to \$400,000.
3. **Miscellaneous Revenue-** As part of the Pacific Gas and Electric On-Bill financing Program, the City will be reimbursed \$319,202 through its 0% interest on-bill financing Program. The Program is "bill neutral", meaning payments are set at the same level as the identified energy savings.
4. **Wayfair Decision-** Prior to the Wayfair Decision and the Marketplace Facilitators Act internet sellers only had to collect sales tax if they had employees or property in the State. The Wayfair Decision is increasing the amount of sales tax received by the City, offsetting losses in fuel sales tax.
5. **Vehicle License Fees-** Vehicle License Fees (VLF) are budgeted at \$660,000 for this fiscal year, or 12.7% of General Fund revenue (excluding Measure A). We typically receive two payments for VLF; in January and May, respectively. The January 2021 payment was \$362,525. The May payment should be the same. VLF will be greater than budgeted this fiscal year by approximately \$65,000. The budget is proposed to be increased accordingly.
6. **Other General Fund Revenues** -This is the broad General Fund category that everything else falls into. In total, this consists of about 9.0-15.0% of the General Fund depending on the year. This fiscal year the total revenue anticipated was \$786,600. Included in this category are Franchise Fees from utility companies, funds from other agencies, fines and forfeitures, Building Permit and Plan Check fees and a myriad of other revenues that do not fit in another category.

FRANCHISE FEES: We collect Franchise Fees from PG&E, Comcast Cable TV, and Waste Management. Franchise Fees from Cable TV are running as expected. We have no current information regarding PG&E Franchise Fees that typically arrive in April but expect they will come in as anticipated. AT&T fees and Waste Management revenue will increase by \$12,000 and \$15,000, respectively as a result of the new Agreements. The budget is proposed to be increased accordingly by \$27,000.

BUILDING PERMIT/PLAN CHECK FEES: At this point, Building Permit (\$52,813 currently vs. \$150,000 budget) and Plan Check (\$6,779 current vs. \$25,000 budget). Building Permit fees are proposed to be reduced to \$120,000.

Overall, Other General Fund Revenues are expected to come in \$10,000 less than budgeted at approximately \$750,200.

7. **Property Tax-** Property Taxes are collected by the County and then sent on to the various jurisdictions in January, May, and June of each year. They make up about 12% of our General Fund and are projected to meet budget as proposed this year. The taxes are billed to property owners and then paid to the City in three installments.

The total of these general fund revenue adjustments amounts to a projected increase by \$637,000 at year's end.

UTILITY (ENTERPRISE) FUND REVENUES:

A. Short term (This Fiscal year):

The Sewer and Water System accounts are regarded as "Enterprise Accounts". Those revenues may only be used for operating and maintaining the sewer and water system.

The revenue stream for these two utilities were reviewed at the mid-point in the budget year (January 31, 2021), the results are as follows:

SEWER FUND: The total Sewer Fees revenues at January 31 is \$1,221,349. The total fiscal year budget projection is \$2,012,40, so revenues are in line with projections.

WATER FUND: The water revenues through January 31 total \$996,505. The total fiscal year budget projection is \$1,553,300, so revenues are in line with projections.

While revenues are on target, the City is experiencing over \$100,000 in bad debt as a result of not being able to shut off water for non-payment. Should utility users not repay these debts, the City may have to raise rates to remain in compliance with its rate covenant. It is hoped those impacted by the COVID-19 pandemic will take advantage of future Utility Payment Assistance Programs that may be available.

The Water and Sewer Enterprise Fund expenditures overall should meet FY 2020/2021 budget expectations.

EXPENDITURES OVERALL:

We completed reviews of Department expenditure reports at the mid-year point (July 1-January 31). In general terms, expenditures are about where we expect them to be. A handful of adjustments are proposed:

1. Yost Park equipment installation -unknown amount. Staff will return with results of Request for Proposals.
2. Cost of speed plates came in less than anticipated. Staff will return at a later date to transfer this cost savings to allow purchase of training ammunition.
3. Budget adjustments for the following line items as a result of needed backhoe/generator repairs:
 - a. 110-6700-3000 increase from \$1,250 to \$5,000
 - b. 610-6700-5000 increase from \$5,000 to \$7,000
4. Budget adjustment for Maintenance shop door replacement:
 - a. 630-6750-3700 increase from \$500 to \$4,500
5. Budget adjustment for COVID-19 response costs. A portion of these costs will be reimbursable by FEMA. It is not known whether the waiver of utility payment processing fees will be an eligible expense.
 - a. 001-6265-9009 increase from \$3,000 to \$35,000
 - b. 610-6265-9009 increase from \$3,000 to \$14,000
 - c. 630-6265-9009 increase from \$3,000 to \$14,000
6. 001-801-9009 Budget adjustment to account for the total of \$77,500 in COVID-19 Business Assistance Grants awarded.

PERSONNEL COSTS:

Our largest single expense is employee wages and benefits (personnel costs). The City is experiencing increases in overtime costs in the Police and Fire Departments as a result of coverage for employees on quarantine/isolation orders. These costs should be reimbursed by FEMA.

BOTTOM LINE:

The total fund balance as of June 30, 2020 is \$2,416,846 for the General Fund and \$1,307,520 for the Measure A fund. The total fund balance projected as of June 30, 2021 is \$1,582,248 for the General Fund and \$1,308,933 for the Measure A fund. These fund reserves are necessary to provide stability within the City during the next economic downturn.

The City is in a much better fiscal condition because of Measure A Revenue. The City is at a point where it can begin as part of its strategic planning process to really focus its efforts on community improvements, while keeping in mind on existing staffing and workload levels.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **APPROVE THE PROPOSED BUDGET ADJUSTMENTS AS DESCRIBED; and,**
- **RECEIVE THE MID-YEAR BUDGET REPORT AS PRESENTED.**