



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION AGENDA  
TUESDAY, JANUARY 12, 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 LOCAL OFFICIALS:**

**COVID-19 (State of California Executive Order N-84-20)**

**2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Pursuant to Government Code 54957.**

**Title: City Manager.**

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

**POSTED: FRIDAY, JANUARY 8 2021**



**CITY OF CORNING  
CITY COUNCIL MEETING AGENDA  
TUESDAY, JANUARY 12, 2021  
CITY COUNCIL CHAMBERS  
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**A. CALL TO ORDER: 6:30 p.m.**

**B. ROLL CALL:**

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

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

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

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

- 1. PROCLAMATION: January 2021 National Stalking Awareness Month.** Maggie Michael, Empower Tehama Domestic Violence Victims Advocate will be present to accept the Proclamation.
- 2. PROCLAMATION: January 2021 Human Trafficking Prevention and Awareness Month.** Maggie Michael, Empower Tehama Domestic Violence Victims Advocate will be present to accept the Proclamation.
- 3. COVID-19 Update by City Manager.**

**F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:** If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Commission will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Commission from taking formal action on the issue, however unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

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

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

5. Waive the reading and approve the Minutes of the following meetings with any necessary corrections:
    - a. December 8, 2020 City Council Meeting;
    - b. December 15, 2020 Special City Council Meeting; and
  6. January 6, 2020 Claim Warrant in the amount of \$245,991.24.
  7. January 6, 2021 Business License Report.
  8. December 2020 Wages & Salaries: \$508,959.04.
  9. December 2020 Treasurer's Report.
  10. December 2020 Building Permit Valuation Report in the amount of \$309,303.
  11. December 2020 City of Corning Wastewater Operations Summary Report.
  12. Clarification of JPA Representative for 2021.
- H. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- I. **PUBLIC HEARINGS AND MEETINGS:**
- J. **REGULAR AGENDA:**
13. Ordinance 695, an Ordinance amending Chapters 8.08, 8.14, and 8.25 to Title 8 of the Corning Municipal Code creating a Nuisance Abatement Process. (First Reading and Introduction)
  14. Agreement with the Paskenta Band of Nomlaki Indians for the City to provide Independent Contractor Services to the Tribe for the implementation of the Corning Recreation Program.
  15. Authorize Payment for Invoice 20-206658-2 in the amount of \$27,938.50 under Task Order "A" to Armstrong Consultants, Inc.
  16. Approve Construction Payment Request #1 in the amount of \$153,984.00 to arrow fencing for the 2020 Corning Airport Fence Project.
- 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:  
Hargens:  
Valerio:  
Snow:
- N. **ADJOURNMENT!:**

**POSTED: FRIDAY, JANUARY 8, 2021**

## PROCLAMATION

January 2021

### "NATIONAL STALKING AWARENESS MONTH PROCLAMATION"

**WHEREAS** under the laws of all fifty States, the U.S. Territories, the District of Columbia, and Federal Government, stalking is a crime.

**WHEREAS** 6 - 7.5 million people are stalked in a one-year period in the United States, and the majority of victims are stalked by someone they know; and,

**WHEREAS** 3 in 4 women killed by an intimate partner have been stalked by that intimate partner.

**WHEREAS** many stalking victims lose time from work and experience serious psychological distress and lost productivity at a much higher rate than the general population; and

**WHEREAS** many stalking victims are forced to protect themselves by relocating, changing their identities, changing jobs, and obtaining protection orders.

**WHEREAS** many stalkers use technology – such as cell phones, global positioning systems (GPS), cameras, and spyware to monitor and track their victims.

**WHEREAS** criminal justice systems can enhance their responses to stalking by regular training and assertive investigation and prosecution of the crime; and

**WHEREAS** laws and public policies must be continually adapted to keep pace with new tactics used by stalkers; and,

**WHEREAS** communities can better combat stalking by adopting multidisciplinary responses by teams of local agencies and organizations, and by providing more and better victim services;

**WHEREAS**, the Empower Tehama is joining forces with Victim Service providers, Criminal Justice Officials, and concerned Citizens throughout Tehama County and the United States to observe National Stalking Awareness Month.

**NOW, THEREFORE BE IT RESOLVED** that I, Robert Snow, as Mayor of the City of Corning, do hereby proclaim January 2021 as **STALKING AWARENESS MONTH** in the City of Corning. I applaud the efforts of the many victim service providers and encourage all citizens to become more informed of this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end stalking in all its forms in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12<sup>th</sup> day of January 2021.

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Robert Snow., Mayor

**ATTEST:**

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Lisa M. Linnet, City Clerk

## PROCLAMATION

January 2021

### “Human Trafficking Prevention and Awareness Month”

**WHEREAS** the United States was founded upon the principle that all people are created with the unalienable right to freedom, and the 13<sup>th</sup> Amendment to the Constitution makes slavery illegal.

**WHEREAS** human trafficking is modern-day slavery, claiming nearly 40 million victims worldwide, and found in the United States most often in the form of sexual exploitation, forced labor, involuntary servitude, and debt bondage; and

**WHEREAS** this horrific crime denies human dignity and freedom, fuels organized crime, and exists in our Nation, our State, and our own Community.

**WHEREAS** although awareness of this crime is growing, human trafficking continues to go unreported due to its isolating nature, misunderstanding of its definition, and the lack of awareness about its indicators.

**WHEREAS** increased community education on how to identify victims of human trafficking, as well as knowledge of available resources and services for those affected by this crime can help to restore freedom and dignity to survivors and diminish the number of future victims.

**WHEREAS** every business, community organization, faith community, family and individual can make a difference by choosing products not made by forced labor; working to protect our young people from sexual exploitation; addressing the problem of internet sex trafficking and pornography; and by acknowledging the problem and working toward solutions.

**WHEREAS** the City of Corning joins Empower Tehama in their dedication to providing community outreach and education, legislative advocacy, training, promotion of services to survivors of human trafficking, and collaboration with law enforcement.

**NOW, THEREFORE BE IT RESOLVED** that I, Robert Snow, as Mayor of the City of Corning, do hereby proclaim January 2021 as Human Trafficking Prevention Month in the City of Corning. I encourage all citizens to become more informed of this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end trafficking in all its forms in our community. If you observe behavior that indicates possible human trafficking, contact the National Human Trafficking Hotline at 888-373-7888.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12<sup>th</sup> day of January 2021.

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Robert Snow, Mayor

ATTEST:

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Lisa M. Linnet, City Clerk



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, DECEMBER 8, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

All members of the City Council were present except Councilor elect Shelly Hargens who is ill.

**C. PUBLIC COMMENTS: None**

**D. REGULAR AGENDA:**

**1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation (§ 54956.9.)**

**Two Cases:**

- a. Case No. 20CI064, KINNEE FAMILY INVESTMENTS, LLC., v. County of Tehama, City of Corning, et al.**
- b. Case No. CV24394, City of Corning v. Trent Construction, et al.**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 7:30 p.m.**

Mayor Snow reported that settlement direction was provided to Staff on both items.

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**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
CITY COUNCIL MEETING MINUTES  
TUESDAY, DECEMBER 8, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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**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 except Councilor elect Shelly Hargens who is ill.

effects incurred by neighboring properties when they were developed and stated that such actions would reduce the property values of adjacent residential property owners. He stated he doesn't believe the intent is not to expand the RV sites. With no further comments, the Public Hearing was closed at 6:50 p.m.

Councilor Demo asked why the walls are only being required on the two sides and not all; Public Works Consultant Robin Kampmann stated that our Code requires it be separating the Commercial and Multi Family Residential from Single Family Residential Zones. Mayor Snow explained that the wall would be on the Commercial Zone side of the drainage ditch.

The Public Hearing was reopened at 6:52 p.m.; Mr. Craig (not previous speaker Scott Craig) stated that the map shows the location of the fencing within the ditch. An audience member asked whether tonight's action would finalize the project. The Public Hearing was reclosed at 7:56 p.m. City Manager Miller clarified that action on this item tonight **would** finalize the Conditions of the Rezone and clarified that the Conditions presented tonight are associated with the environmental analysis.

Councilor Demo moved to adopt the 3 Factual Subfindings and 3 Legal Findings as presented in the Staff Report for Conditional Use Permit #2020-293; approve the 32 Conditions of Approval as presented; and approve the Rezone and Mitigated Negative Declaration. Councilor Burnett seconded the motion. **Ayes: Snow, Burnett, Demo, and Valerio. Absent: Hargens. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Hargens absent and not yet sworn into office.**

**11. Ordinance No. 693, an Ordinance amending Title 17 Zoning of the City of Corning Municipal Code to Rezone Assessor Parcel No. 071-140-048 from R-1 to C-3-P General Commercial Off Street Parking. (Introduction and First Reading)**

Presented by City Manager Kristina Miller who stated that this essentially is associated with the previous item. Public Hearing was opened at 6:58 p.m. With no discussion the Public Hearing was closed at 6:58 p.m.

Councilor Burnett moved to accept for first reading and introduction, Ordinance 693, an Ordinance to amend Title 17 Zoning of the Corning Municipal Code, incorporating Rezone 2020-293 for Assessor Parcel No. 071-140-048' Councilor Demo seconded the motion. **Ayes: Snow, Burnett, Demo, and Valerio. Absent: Hargens. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Hargens absent and not yet sworn into office.**

**J. REGULAR AGENDA:**

**12. Authorize Staff to purchase a John Deere Lawn Mower in the amount of \$19,749.56.**

Presented by Public Works Consultant Robin Kampmann. She announced that \$24,000 was included in this year's budget for this item and it is currently in stock. Mayor Snow confirmed that we will be able to obtain parts and the City's Mechanic will be able to work on this.

Councilor Demo moved to authorize Staff to purchase a John Deere Lawn Mower in the amount of \$19,749.56 using the CMAS Agreement; Councilor Burnett seconded the motion. **Ayes: Snow, Burnett, Demo, and Valerio. Absent: Hargens. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Hargens absent and not yet sworn into office.**

**13. Award Three-Year Pavement Striping/Removal Contract to Apply-A-Line, Inc. for pavement striping and removal services and authorize the City Manager to sign the associated Contract.**

Presented by Public Works Consultant Robin Kampmann who announced that the City typically budgets up to \$25,000 each year for this however we have not done that in the past 3 years. Mrs. Kampmann stated that striping will occur as budget allows in call outs to the Contractor. She stated that striping is much needed at this time for our streets.

Councilors Burnett and Demo questioned the discrepancy in presented costs. Mrs. Kampmann explained that because it was not stated to award the bid based upon each line item, we have to

**Demo:** No meetings, however he would like to commend the Chamber of Commerce and Jose "Chuy" Valerio for the Hometown Christmas Parade and the Fire Department (Burnett) for the Spaghetti Feed.

**Burnett:** Announced that the Senior Center Meeting is tomorrow.

**Hargens:** Absent

**Valerio:** Reported on the Chamber Christmas Parade and Nomlaki Tribe Food Basket.

**Snow:** Reported on the Corning Volunteer Firemen's Spaghetti Feed and donations for their annual Christmas Baskets.

**N. ADJOURNMENT!**

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**Lisa M. Linnet, City Clerk**





**CITY OF CORNING  
SPECIAL CITY COUNCIL MEETING MINUTES  
TUESDAY, DECEMBER 15, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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**A. CALL TO ORDER: 5:00 p.m.**

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

All members of the City Council were present.

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

Flag Salute and Invocation.

**C. OATH OF OFFICE: City Clerk Lisa Linnet issued the Oath of Office to City Council Member Shelly Hargens.**

**D. PUBLIC COMMENTS: None.**

**E. REGULAR AGENDA:**

- 1. Review and consider approval of the COVID-19 Interagency Public Service Announcement (PSA).**

City Manager Miller read a proposed letter composed by a combination of two Council Members/Mayor from each government entity within Tehama County. She stated that those involved met twice to compose a concise press release within the County in regard to the COVID-19 Pandemic. If approved, this letter will be going to each jurisdiction within the County. She stated if approved, no changes can be made as it is a jurisdictional letter. She then read the proposed letter.

She stated if approved by all entities this will be released to all news media.

Mayor Snow stated that he supports the way in which the letter is written. The letter does not state that the jurisdictions will send law enforcement to ensure compliance. Council members agreed.

Councilor Burnett moved to approve the COVID-19 Interagency Public Service Announcement (PSA); Councilor Demo seconded the motion. **Ayes: Snow, Burnett, Demo, Hargens and Valerio. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

**F. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 5:10 p.m.**

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** January 6, 2021

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday January 12, 2021 Council Meeting

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

A.	Cash Disbursements	Ending 12-23-20	\$	47,474.13
B.	Cash Disbursements	Ending 12-31-20	\$	21,648.83
C.	Payroll Disbursements	Ending 12-31-20	\$	117,743.55
D.	Cash Disbursements	Ending 01-06-21	\$	59,124.73

**GRAND TOTAL \$ 245,991.24**

REPORT.: Dec 23 20 Wednesday  
 RUN....: Dec 23 20 Time: 10:47  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 12-20 thru 12-20 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030436	12/21/20	WEB02	WEBSTER, WAYNE C.	90.00	201221	REC INSTRUCTOR-REC
030437	12/23/20	BAS01	BASIC LABORATORY, INC	135.80	2012668	ProfServices Water Dept
030438	12/23/20	BUR08	BURNETT, KAREN S.	45.00 45.00	201214 201221	REC INTSRUCTOR-REC REC INSTRUCTOR-REC
Check Total.....:				90.00		
030439	12/23/20	COR11	CORNING SAFE & LOCK	60.34	791	MAT & SUPPLIES-WTR
030440	12/23/20	CRO05	CROSS PETROLEUM	926.50 1059.12	CLO3446 CLO3447	MAT & SUPPLIES- VEH OP/MAINT-
Check Total.....:				1985.62		
030441	12/23/20	DEP03	DEPT OF TRANS/CAL TRANS	1288.91	21005300	Equip.Maint. St&Trf Light
030442	12/23/20	DEP12	DEPT OF JUSTICE	627.00	481527	PROF SVCS-
030443	12/23/20	GAY02	GAYNOR TELESYSTEMS, INC	540.00	SWA3209 2	COMMUNICATIONS-DISPATCH
030444	12/23/20	GRA02	GRAINGER, W.W., INC	76.97	975466848	MAT & SUPPLIES-PARKS
030445	12/23/20	HOM03	HOME DEPOT	399.32	4180769	PARK IMP FUND-PARK SPECIAL PROJ
030446	12/23/20	MOT00	MOTOROLA SOLUTIONS, INC.	3210.96	16130862	VEH REPLAC-CAP IMPROV
030447	12/23/20	NOR03	NCCSIF	33178.50	2330	WORKMENS COMP-GEN CITY
030448	12/23/20	PGE09	PG&E	205.75	201215	ELECT-STONEFOX L&L-21, D2
030449	12/23/20	PGE2A	PG&E	42.97	201215	ELECT-BLUE HERON CT
030450	12/23/20	PGE2B	PG&E	407.92	7972449-8	SOLAR-WWTP
030451	12/23/20	PRE07	PRECISION WIRELESS SERVIC	1800.00	37811	EQUIP MAINT-DISPATCH
030452	12/23/20	QUI02	QUILL CORPORATION	20.45 210.45	13082285 13155328	MAT & SUPPLIES-CITY COUNCIL OFFICE SUPPLIES-FINANCE
Check Total.....:				230.90		
030453	12/23/20	RED00	RED BLUFF DAILY NEWS	157.77	6538753	PRINT/ADVERT-CITY CLERK
030454	12/23/20	SWR01	SWRCB	1474.00	SW0201468	SWRCB ANNUAL PERMIT-ANNUAL PERMIT
030455	12/23/20	TEH15	TEHAMA CO SHERIFF'S DEPT	245.00 250.00 49.00	121420A 121450G 12162020	EQUIP MAINT-DISPATCH EQUIP MAINT-DISPATCH PROF SVCS-POLICE
Check Total.....:				544.00		
030456	12/23/20	THO07	THOMSON REUTERS - WEST	626.03	613890435	TRAINING/ED-POLICE
030457	12/23/20	WAL02	WALKER PRINTING	301.37	39129	PRINT/ADVERT-DISPATCH
Cash Account Total.....:				47474.13		
Total Disbursements.....:				47474.13		

REPORT.: Dec 31 20 Thursday  
 RUN....: Dec 31 20 Time: 10:40  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 12-20 thru 12-20 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030458	12/23/20	WEB02	WEBSTER, WAYNE C.	60.00	201223	REC INSTRUCTOR-REC
030459	12/30/20	ATT02	AT&T	112.06	15798607	COMMUNICATIONS-
030460	12/30/20	BAK01	BAKER AND TAYLOR	49.32	501663083	BOOKS/PERIODICS-LIBRARY
030461	12/30/20	BAS01	BASIC LABORATORY, INC	135.80	2012916	ProfServices Water Dept
030462	12/30/20	COR08	CORNING LUMBER CO INC	138.71	201225	MAT & SUPPLIES-
030463	12/30/20	GAB00	GABBARD, BRYAN	150.00	201228	REC INSTRUCTOR-REC
030464	12/30/20	INL01	INLAND BUSINESS SYSTEMS	83.93	IN1761067	COMMUNICATIONS-
030465	12/30/20	MCC07	MCCOY'S HARDWARE & SUPPLY	227.44	201227	MAT & SUPPLIES-
030466	12/30/20	PAY01	PAYGOV.US LLC	1791.98 2086.07	608 582A	COVID 19-FINANCE COVID 19-FINANCE
Check Total.....:				3878.05		
030467	12/30/20	PGE2A	PG&E	47.03	201224	ELECT-CORNING COMMUNITY PARK
030468	12/30/20	QUI02	QUILL CORPORATION	52.69	13224953	COVID 19-GEN CITY
030469	12/30/20	REY01	REYNOLDS, DONALD C.P.A	4250.00	28340	PROF SVCS-FINANCE
030470	12/30/20	SWR01	SWRCB	11662.75	LW1031005	REQ PMTS STATE-WTR
030471	12/30/20	TRI02	TRI-COUNTY NEWSPAPERS	168.51	00263587	Print/Advert. City Clerk
030472	12/30/20	USA01	USA BLUE BOOK	317.48	383142	MAT & SUPPLIES-WTR
030473	12/31/20	\G006	BRYAN GARCIA	38.74	000C01201	MQ CUSTOMER REFUND FOR GAR0100
030474	12/31/20	\G043	ERICK GUZMAN	7.80	000C01201	MQ CUSTOMER REFUND FOR GUZ0015
030475	12/31/20	\O033	BILLY JO & CHESTER OWENS	200.00	000C01201	MQ CUSTOMER REFUND FOR OWE0003
030476	12/31/20	\S123	TIM & TAMERA SCHROMM	68.52	000C01201	MQ CUSTOMER REFUND FOR SCH0104
Cash Account Total.....:				21648.83		
Total Disbursements.....:				21648.83		
Cash Account Total.....:				.00		

REPORT.: Dec 31 20 Thursday  
 RUN....: Dec 31 20 Time: 10:40  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 12-20 thru 12-20 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12283	12/29/20	BAN03	POLICE OFFICER ASSOC.	325.00	C01229	POLICE OFFICER ASSOC
12284	12/29/20	CAL37	CALIFORNIA STATE DISBURSE	138.46	C01229	WITHHOLDING ORDER
12285	12/29/20	EDD01	EMPLOYMENT DEVELOPMENT	4093.76 1005.96	C01229 1C01229	STATE INCOME TAX SDI
			Check Total.....:	5099.72		
12286	12/29/20	FED00	FEDERAL PAYROLL TAXES (EF	11999.88 13739.30 3313.88	C01229 1C01229 2C01229	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....:	29053.06		
12287	12/29/20	PERS1	PUBLIC EMPLOYEES RETIRE	23480.64	C01229	PERS PAYROLL REMITTANCE
12288	12/29/20	PERS4	Cal Pers 457 Def. Comp	325.00	C01229	PERS DEF. COMP.
12289	12/29/20	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C01229	WageOrder F#20000149
12290	12/29/20	VAL06	VALIC	1270.00	C01229	AIG VALIC P TAX
12291	12/31/20	AFL01	AMERICAN FAMILY LIFE	1498.05 189.42	C01231 1C01231	AFLAC INS.PRE TAX AFLAC INS.AFTER TAX
			Check Total.....:	1687.47		
12292	12/31/20	BLU02	BLUE SHIELD OF CALIFORNIA	15576.91	C01231	MEDICAL INSURANCE
12293	12/31/20	OEU01	OPERATING ENGINEERS #3	35156.00	C01231	MEDICAL INSURANCE
12294	12/31/20	OEU02	OPERATING ENG. (DUES)	325.00 780.00 549.00 767.00	C01231 1C01231 2C01231 3C01231	UNION DUES MGMNT UNION DUES POLICE UNION DUES DISPATCH UNION DUES-MISC
			Check Total.....:	2421.00		
12295	12/31/20	PRI04	PRINCIPAL PLIC-SBD GRAND	2035.93 288.57 774.90	C01231 1C01231 2C01231	DENTAL INSURANCE VISION INSURANCE LIFE INSURANCE
			Check Total.....:	3099.40		
			Cash Account Total.....:	117743.55		
			Total Disbursements.....:	117743.55		

REPORT.: Jan 06 21 Wednesday  
 RUN....: Jan 06 21 Time: 15:25  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 01-21 thru 01-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
030477	01/04/21	COR07	CORBIN WILLITS SYSTEMS, I	699.44	000C101011	EQUIP MAINT-FINANCE
030478	01/04/21	COR09	CORNING CHAMBER OF COMM.	1000.00	000C101011	CngChamberComm. Economic
030479	01/04/21	DEM02	DEMO, DAVID LEWIS	104.70	000C101011	PROF SVCS-FIRE DEPT
030480	01/04/21	MOO07	MOORE & BOGENER, INC.	5525.00	000C101031	CONSULTING SVCS-LGL SVCS
030481	01/04/21	OCH01	OCHOA CLEANING	4905.73	000C101011	JANITORIAL SERVICES-
030482	01/04/21	PIT01	PITNEY BOWES	183.80	000C101011	Rents/Leases Finance Dept
030483	01/04/21	ROD10	RODRIGUEZ, JESENIA	427.50	210104	REC INSTRUCTOR-REC
030484	01/04/21	SCH16	SCHLERETH, DAYMON WAYNE	54.70	000C101011	PROF SVCS-FIRE DEPT
030485	01/05/21	AIR00	AIRGAS USA, LLC	60.76	997664757	MAT & SUPPLIES-FIRE
030486	01/05/21	BAS01	BASIC LABORATORY, INC	135.80	2013035	ProfServices Water Dept
030487	01/05/21	CEN14	CENTER FOR EVALUATION & R	5395.00	202005	DATA COLL & EVAL-PROP 47 (2)
030488	01/05/21	COP02	COPY CENTER	240.92	17311	OFFICE SUPPLIES-FINANCE
030489	01/05/21	COR12	CORNING FORD MERCURY, INC	112.78	42630	VEH OP/MAINT-
030490	01/05/21	CRO05	CROSS PETROLEUM	322.35	CL04158	VEH OP/MAINT-FIRE
030491	01/05/21	DM001	DM-TECH	119.90	202101011	COMMUNICATIONS-GEN CITY
030492	01/05/21	FIR16	FIRST NATIONAL BANK OMAHA	333.64	201229	CONF/MTGS-
030493	01/05/21	INT01	INTERLAND BUSINESS SUPPLY	32.31	1024	OFFICE SUPPLIES-CITY COUNCIL
030494	01/05/21	INT15	INTERWEST CONSULTING GROU	750.00	64634	SB2-PROF SVCS SB2-PLANNING
030495	01/05/21	MIS01	MISSION LINEN SUPPLY	129.30 196.11	513790608 513912037	COVID 19- MAT & SUPPLIES-PARKS
			Check Total.....:	325.41		
030496	01/05/21	NAP01	NAPA AUTO PARTS	370.64	201224	MAT & SUPPLIES-
030497	01/05/21	PGE08	PG&E	32.21 7.94	201230 210103	MAT & SUPPLIES-REC MAT & SUPPLIES-REC
			Check Total.....:	40.15		
030498	01/05/21	PGE2A	PG&E	193.16 37.97 278.08	201229 201230 201229A	ELECT-MCDONALD, CASSANDRA, SALADO L&L & TOOMES AVE ELECT-CLELAND PROP ELECT-MARTINI PLAZA
			Check Total.....:	509.21		
030499	01/05/21	QUI02	QUILL CORPORATION	151.90	13385038	COVID 19-LIBRARY
030500	01/05/21	RIV04	RIVER CITIES COUNSELING,	32050.55	744	COUNSELOR-PROP 47 CYCLE 2
030501	01/05/21	VAL04	VALLEY TRUCK & TRACTOR CO	212.02	1048135	LANDSCAPE MAINT-
030502	01/06/21	TEH12	TEHAMA CO ASSESSOR	44.26	210105	OFFICE SUPPLIES-FINANCE
030503	01/06/21	ACC00	ACCESS INFORMATION MANAGE	214.90	8550595	EQUIP MAINT-GEN CITY
030504	01/06/21	ATT15	AT&T MOBILITY	309.48	201219	COMMUNICATIONS-
030505	01/06/21	CRO05	CROSS PETROLEUM	628.78	CL03795	MAT & SUPPLIES-
030506	01/06/21	GRA02	GRAINGER, W.W., INC	221.37	976101828	MAT & SUPPLIES-PARKS
030507	01/06/21	QUI02	QUILL CORPORATION	43.96 26.92 72.18	13453052 13453491 13509227	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT OFFICE SUPPLIES-FINANCE
			Check Total.....:	143.06		
030508	01/06/21	SEI01	SEILER, ROY R., CPA	3189.20	29986	PROF SVCS-FINANCE
030509	01/06/21	STA21	STATEWIDE TRAFFIC SAFETY	218.53	08010664	MAT & SUPPLIES-WTR
030510	01/06/21	THO01	THOMES CREEK ROCK CO	90.94	201231	PARK IMP FUND-PARK SPEC PROJ
			Cash Account Total.....:	59124.73		
			Total Disbursements.....:	59124.73		

Date.: Jan 6, 2021  
Time.: 11:05 am  
Run by: LORI SIMS

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
LA FIESTA FASHIONS	1319 SOLANO ST	CORNING, CA 96021	CLOTHING & SHOE STORE	12/18/20

**CITY OF CORNING**  
**TREASURER'S REPORT**  
**DECEMBER 2020**

<b><u>AGENCY</u></b>		<b><u>BALANCE</u></b>	<b><u>RATE</u></b>
Local Agency Investment Fund	\$	8,047,892.66	0.84%

Respectfully submitted:

Laura L. Calkins  
City Treasurer





## Monthly Permit Report

12/01/2020 - 12/31/2020

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Description	Project Cost
20290	12/30/2020	ISSUED	071-045-016-000	1416 TEHAMA ST	GARCIA, OSCAR & GARCIA, ELVIRA	1416 TEHAMA ST	CORNING	96021	Mechanical	Change out split system AFUE 80 SEER 16	\$8,672
20289	12/30/2020	Cancelled	071-045-016-000	1416 TEHAMA ST	GARCIA, OSCAR & GARCIA, ELVIRA	1416 TEHAMA ST	CORNING	96021	Mechanical	Change out split system AFUE 80 SEER 16	\$8,672
20288	12/30/2020	Online Application	071-250-020-000	2120 FIG LN	OW, QEW JEW TRUSTEE QEW JEW OW REVOC TR 3/23/04	P O BOX 12632	SAN FRANCISCO	94112	Encroachment	Perform new sewer tap in street and tie in to park sewer system	\$5,000
20287	12/29/2020	Online Application	071-020-063-000	1931 NORTH ST	BIG PINE LLC	% O'NEIL, DEBRA S	4390 JUNIPER TRAIL RENO NV 89519		Solar	5.760kW PV (16) panels, 125A Sub, AC Disconnect, ACPV	\$24,117
20286	12/29/2020	Online Application							Plumbing	Perform new sewer tap in street and tie in park	\$5,000
20285	12/29/2020	Online Application	071-250-016-000	1484 TOOMES AVE	RAMOS, MELECIA A ETAL	1484 TOOMES	CORNING CA 96021		HVAC	CHANGE OUT 3 TON PKG UNIT & less than 100 MBTU Heating	\$9,246
20284	12/23/2020	Online Application	071-211-009-000	1974 ELIZABETH AVE	NEREY, PABLO ETAL	3211 WOODSON AVE	Corning	96021	Solar	Residential Roof Mount PV Solar System; 5.89kW; 19 Modules; WITH 200AMP MPU	\$11,780
20283	12/22/2020	Online Application	071-223-010-000	1661 HERBERT AVE	LEHR, MICHAEL WARREN ETAL	1661 HERBERT AVENUE	CORNING CA 96021		Solar	Install roof mount PV solar 7.36kW - 23 Panels Contracted ESC 200/225a	\$16,720
20282	12/21/2020		071-244-028-000	1129 4TH AVE	HOLTZINGER, MICHAEL D	5350 EDITH AVE	CORNING CA 96021		Building	Replace existing 3 windows with same size & insulation on south wall	\$740
20281	12/18/2020	Online Application	071-105-012-000	1416 BUTTE ST	SAAVEDRA, LUIS & CLEMENTINA	1416 BUTTE ST	CORNING CA 96021		Solar	Install a 12.21 Roof Mount PV System	\$44,060
20280	12/17/2020										\$3,500
20279	12/15/2020	Cancelled		2158 BLOSSOM AVE.	KRISTINE SOBB	2158 BLOSSOM AVE.	CORNING	96021	Building	10' x 30' wood patio cover	\$500
20278	12/15/2020	ISSUED	071-112-009-000	1304 YOLO ST	WHITFIELD, STEVEN D & MARY C	762 CHURCHHILL DR	CHICO CA 95973		Building	sewer line replacement for 4 plex, 40 feet	\$4,000
20277	12/15/2020	ISSUED	071-241-019-000	1241 SIXTH AVE	AYALA, GUADALUPE QUEZADA	1241 6TH AVE	CORNING CA 96021-3023		Solar	Roof Mount Solar - 9.23KW/26 Panels	\$43,871
20276	12/14/2020	Online Application	071-171-003-000	1315 MARIN ST	COWEE, ROXANNE R	1315 MARIN ST	Corning	96021	Solar	Install a residential roof mount solar system 9.8 KW Micro inverted!	\$26,692
20275	12/11/2020	Under Review	071-043-005-000	1505 NORTH ST	MADERA, HORTENCIA	1505 NORTH ST	CORNING CA 96021		Fence	Install 25 ft. fence, part wood (back	\$900

										yard running east and west 6', 4' cinderblock side yard fencing running north/south)	
20274	12/10/2020	Online Application	089-140-015-000	1902 1ST ST	MEISTER, TIMOTHY G	1902 FIRST ST	CORNING CA 96021		Solar	Roof Mount Solar - 5.25 KW / 15 Panels	\$20,228
20273	12/10/2020	Cancelled							Fire Protection	Residential Fire Sprinklers	\$4,030
20272	12/9/2020	Cancelled									\$8,600
20271	12/9/2020	Cancelled									\$7,000
20270	12/4/2020	ISSUED	071-165-021-000	1135 WEST ST	LOMELI, GEORGINA	P O BOX 406	CORNING CA 96021		Solar	Roof Mount PV System 5.250KW 15 Modules	\$19,913
20269	12/4/2020	ISSUED	087-200-034-000	3228 MARGUERITE AVE	ALLEN, JAMES EMORY ETAL COTRS ALLEN FAMILY TRUST 0	3228 MARGUERITE AVE	CORNING CA 96021		Roof	REMOVE COMP SHINGLES ON HOME AND REPLACE WITH NEW	\$10,500
20268	12/3/2020	Cancelled	089-080-013-000	1890 2ND ST	HAGAN, BRYAN JON & MAGGIE	1890 2ND ST	CORNING CA 96021		Solar	Install a residential roof mount solar system 6.8 kw micro inverted	\$24,962
20267	12/1/2020	Online Application	071-062-038-000	520 TOOMES AVE	BOBADILLA, FELICIANO & BOBADILLA, KATHERINE	520 TOOMES AVENUE	CORNING CA 96021		Building	replace 24 feet of siding	\$600
											\$309,303

Total Records: 24

Page: 1 of 1

1/7/2021



**CITY OF CORNING  
WASTEWATER OPERATION SUMMARY REPORT  
DECEMBER 2020**

Below is a summary of the Monthly Operations Report that will be available for City review on January 2021

- 1) Completed monthly reports.
- 2) Attended weekly Covid-19 awareness meeting.
- 3) Changed flow disk.
- 4) Installed rebuilt EQ basin pump and returned to service
- 5) Staff meeting to discuss plant operations and issues.
- 6) Changed chart on So3 analyzer.
- 7) Safety meeting and daily tailgate meeting
- 8) Inspected eyewash and emergency showers.
- 9) Calibrated SO3 analyzer
- 10) Started accelerated testing for chronic toxicity test
- 11) Cleaned SO2 pump
- 12) Exercised lift station stand-by pump
- 13) Exercised emergency generator.

- 14) Submitted monthly ESMR and DMR
- 16) Completed monthly test on chemical leak detectors.
- 17) Completed monthly receiving water sampling and lab testing
- 18) Completed monthly facility inspection.
- 19) Completed alarm check
- 20) Multitrend flow recorder failed. Called Telstar Inc. for replacement
- 21) Repaired broken cooling system hose on emergency generator

December, 2020

Domestic Treated Flow Monthly Average = 660,161 GPD

**ITEM NO: G-12  
CLARIFICATION OF JPA  
REPRESENTATIVE FOR 2021**

**January 12, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: ROBERT SNOW, MAYOR**  
**KRISTINA MILLER, CITY MANAGER**  
**LISA LINNET, CITY CLERK**

**SUMMARY:**

The Tehama County Solid Waste Management Agency (JPA) held a Board meeting on January 4, 2021. Numerous action items were considered by the Tehama County Solid Waste Management Agency Board with Vice-Mayor Dave Demo in attendance. Agency Manager, Rachel Ross, requested clarification the term of the City of Corning Tehama County Solid Waste Management Agency representative not begin until February 1, 2021. Otherwise, all action items considered by the JPA will need to be reconsidered, as Vice-Mayor Dave Demo attended as an alternate. The Tehama County Solid Waste Management Agency by-laws do not allow for an alternate. Vice-Mayor Dave Demo was the JPA representative in 2020.

**RECOMMENDATION:**

- ❖ **CONFIRM THE JPA REPRESENTATIVE FOR 2021 WILL BEGIN FEBRUARY 1, 2021;  
AND**
- ❖ **REMOVE DAVE DEMO AS AN ALTERNATE FOR THE JPA**

**NITEM NO.: J-13  
ORDINANCE NO. 695, AN ORDINANCE  
AMENDING CHAPTERS 8.08, 8.14 AND 8.25  
TO TITLE 8 OF THE CORNING MUNICIPAL  
CODE CREATING A NUISANCE ABATEMENT  
PROCESS (First Reading & Introduction)**

**January 12, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: KRISTINA MILLER, CITY MANAGER  
COLLIN BOGENER, CITY ATTORNEY**

**SUMMARY:**

This Amendment seeks to revise three separate chapters of Title 8 of the Corning Municipal Code as it pertains to nuisance abatement. At present, Chapter 8.08 provides definitions for public nuisances, but then cites to Chapter 8.25 for the actual nuisance abatement process. However, Chapter 8.25 contains the process for a hearing and appeal for criminal and administrative citations, but not for abatement actions and special assessments on properties to recover costs for abatement. Separately, Chapter 8.14 does provide a process for nuisance abatement, but only for weeds. That said, the process created under Chapter 8.14 requires approval by the City Council at two separate meetings before abatement can begin, which can be overly burdensome on staff. In short, these chapters need to be cleaned up to provide a single process for the nuisance abatement.

The proposed amendment will include all nuisance definitions and the process for abatement in Chapter 8.08. Weed abatement will be included in this amended chapter, permitting a complete deletion of Chapter 8.14. Chapter 8.25 will then be amended so that it pertains solely to citations, and any reference to nuisance abatement is removed. Moving forward, this will allow staff to only utilize Chapter 8.08 for nuisance abatement.

Section 8.08.030 provides a detailed list of matters which will be deemed to be a nuisance, including substandard buildings, dead or overgrown vegetation, storage of vehicles or debris, storage of garbage, hazardous substance storage or discharge, zoning violations, and violation of the City's marijuana ordinance, to name a few.

Once it has been determined by City Staff that a nuisance exists, a notice of abatement will be sent to the property owner requesting abatement of the nuisance by a future date. The notice will also set a hearing for the property owner to contest the nuisance determination. If the nuisance is abated by the property owner before the hearing, then the hearing will be taken off calendar. If not, the hearing will go forward with a third party acting as the hearing officer. The hearing officer will hear the argument from City staff and the property owner and make a ruling as to whether the nuisance exists. If the hearing officer determines that no nuisance exists, then the ruling will be in favor of the property owner.

If the hearing officer does determine that a nuisance exists, then the property owner will be ordered to abate the nuisance within a certain period of time. The property owner has the ability to appeal the decision of the hearing officer to the City Council for review. That request for appeal must be made within 10 days of the date of the decision from the hearing officer.

If the property owner does not abate the nuisance by the time ordered by the hearing officer, then the City may abate the nuisance. Following abatement, the City will provide an invoice for the abatement costs to the property owner to be paid within 30 days. If not paid, the City may impose a special assessment on the property, which will remain until paid.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **BY MOTION, INTRODUCE FOR FIRST READING, ORDINANCE 695, AN ORDINANCE OF THE CITY OF CORNING AMENDING CHAPTERS 8.08, 8.14, AND 8.25 TO TITLE 8 OF THE CORNING MUNICIPAL CODE REVISING THE NUISANCE ABATEMENT PROCESS;**
- **APPROVE SUMMARY ORDINANCE 695 FOR PUBLICATION PURPOSES; AND**
- **DIRECT THE CITY CLERK TO READ THE ORDINANCE BY TITLE ONLY.**

**ATTACHMENTS**

**Exhibit "A" Proposed Ordinance No. 694 and Summary Ordinance 695**

**CORNING ORDINANCE NO. 695**

**AN ORDINANCE OF THE CITY OF CORNING CITY COUNCIL AMENDING TITLE 8 OF THE CORNING MUNICIPAL CODE BY AMENDING CHAPTERS 8.08 AND 8.25 AND DELETING 8.14 TO UPDATE THE NUISANCE ABATEMENT PROCESS**

WHEREAS, the City Council of the City of Corning seeks to prevent the existence of public nuisances within the City limits; and

WHEREAS, the existence of public nuisances, left unabated, result in a blight to the Corning community, can be a threat to the health of the citizens, and can create a safety risk; and

WHEREAS, the City Council of the City of Corning seeks to utilize its police powers to protect the health, safety, and general welfare of its citizens by amending the public nuisance chapters of the Corning Municipal Code to impose a clear, streamlined process for the abatement of nuisances;

NOW, THEREFORE, the City of Corning does ordain as follows:

**SECTION 1:** Title 8 (Health and Safety), Chapter 8.08 (Public Nuisances) of the Corning Municipal Code is hereby deleted in its entirety and replaced with the following:

**Chapter 8.08 – PUBLIC NUISANCE**

Sections:

8.08.010- Findings

8.08.020- Definitions

8.08.030- Public Nuisances Designated

8.08.040- Methods of Abatement

8.08.050- Right of Entry for Enforcement Officer

8.08.060- Notice to Abate

8.08.070- Abatement of Nuisance prior to Scheduled Hearing

8.08.080- Public Hearing

8.08.090- Appeal to City Council

8.08.100- Abatement after Hearing

8.08.110- Notice of Cost of Abatement

8.08.120- Expenses a Special Assessment Against the Property

8.08.130- Notice of a Special Assessment



**8.08.140- Summary Abatement of Immediate Dangers**

**8.08.150- Alternative Remedies**

**8.08.160- Violation- Penalty**

**8.08.010 - Findings.**

The city council finds, determines and declares as follows:

- A. That this city has a reputation for well- kept property and strict enforcement of zoning restrictions and building regulations; and
- B. That there is a need for emphasis on the maintenance of a number of real properties, in that certain conditions which appear to constitute nuisances, as set forth in this chapter, have been found to exist in the city; and
- C. That the existence of any real property in a condition constituting a nuisance as defined in this chapter, is injurious and inimical to the public health, safety and welfare of the residents of this city; and
- D. That the existence of public nuisances of the type referred to in this chapter, and the abatement thereof, is in protecting the health, safety and welfare of the public, and the exercise of such power by the city is authorized by the Constitution of this state and other applicable law; and
- E. That the abatement procedures set forth in this chapter are reasonable and afford a maximum of due process and procedural guarantees as to affected property owners.

**8.08.020 - Definitions.**

The following definitions shall apply in this chapter:

“Appeals Board.” The city council of the city is designated to act as the appeals board.

“Enforcement Officer.” Unless otherwise specified, "enforcement officer" shall be the city administrator or his designee.

"Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes streets and alleys.

"Marijuana" shall have the same meaning as that set forth in California Health and Safety Code Section 11018.

"Marijuana cultivation" means the planting, growing, harvesting, drying, or processing of all marijuana, including medical marijuana.

"Nuisance" means anything which is injurious to health, or is indecent or offensive to the senses, including an unreasonably high noise, or an obstruction to the free use of property, so as to interfere with

the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal or basin, or any public park, square, street or highway.

"Private nuisance" means every nuisance not defined as a public nuisance in this section.

"Public nuisance" means any nuisance affecting at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

"Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks.

#### **8.08.030 - Public nuisances designated.**

It is declared a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in the city to maintain upon such premises, or to permit, cause or allow to exist on such premises, any condition which is detrimental to the public health, safety or general welfare or which constitutes a public nuisance as defined in Section 8.24.020 of this chapter. Such conditions shall include but shall not be limited to the following:

A. To maintain buildings or structures, or portions thereof, which are damaged, dilapidated, or inadequately or improperly maintained such that they are structurally unsafe, or do not provide adequate egress, or which constitute a fire hazard, or which are otherwise dangerous to human life or which in relation to existing use constitute a hazard to the public health, safety or general welfare. This includes any building, structure or property which has been constructed or is maintained in violation of any specific requirement or prohibition applicable to the building, structure or property contained in the building regulations of this city or any law or ordinance of the city or state relating to the condition, location, maintenance or construction of buildings or property. Such buildings or structure shall include those which are abandoned, hazardously or inadequately boarded up, partially destroyed, or in a state of partial construction; or

B. To maintain other conditions related to buildings, structures, walls, fences or landscaping which are of a hazardous nature and require immediate correction, repair, or adequate and proper maintenance; including but not limited to the existence of broken glass in doors or windows which are located in an area of public access, surfaces showing evidence of dry rot, warping, termite infestation or graffiti; absence of paint, stain, varnish or similar coating intended to protect the weatherability of any structural member; doors, aisles, passageways, stairways, or other means of exit which do not provide a safe and adequate means of exit; any wall or other vertical structural member which lists, leans or is buckled to such an extent that a plumbline passing through the center of gravity does not fall inside the middle one-third of the base; or any other condition which because of lack of proper sanitation or soundness, or as a result of dilapidation decay, damage or faulty construction or arrangement, is likely to cause sickness, disease or threat to the public health, safety or general welfare; or

C. To maintain land, the topography, geology or configuration of property which, whether in a natural state or as a result of grading operations, causes erosion, subsidence or surface water runoff problems of such magnitude to be injurious or potentially injurious to the public health, safety or general welfare; or

D. To maintain vegetation, including but not limited to trees, shrubbery or grass, cultivated or uncultivated, which is overgrown, dead, decayed or diseased such that it is likely to harbor rats, vermin, insects, or other nuisances which are dangerous to the public health, safety or general welfare or that constitutes a fire hazard; or

E. To store any materials, equipment, vehicles, broken or discarded furniture, boxes, lumber, junk, trash or debris in any yard area in such a manner or in such condition as to be detrimental to the public health, safety or general welfare; or

F. To store trash or garbage cans, bins, boxes, or other such containers in other than single-family residential areas which are unclean, uncovered or damaged in a front or side yard such that they may be visible from a highway as defined in Section 8.24.020 on other than regularly scheduled pickup days and are detrimental to health, safety or general welfare; or

G. To maintain attractive nuisances dangerous to children such as excavations, ponds, pools, or unenclosed or empty swimming pools; or

H. To store, discharge, hold, handle, maintain, use or otherwise deal with hazardous or extremely hazardous wastes as defined by California Health and Safety Code Sections 25117 and 25115. This includes the discharge or deposit of any source of hazardous or extremely hazardous waste into any sewer, storm drain or similar facility which will or may cause or result in the pollution of any underground or surface water. Examples include but are not limited to petroleum products, laboratory wastes, specimens (pathological or surgical), salt or equipment. Furthermore, any violation of federal, state or local laws or regulations, including but not limited to California Health and Safety Code Sections 25100 through 25185, and all their respective amendments, shall constitute a public nuisance under this part; or

I. To keep any animal, reptile or insect in such a manner as to pose a threat, disturbance, danger or menace to persons or property of another or in a public right-of-way; or

J. To keep, operate or maintain any machinery which by reason of its dust, exhaust, noise or fumes creates a health or safety hazard; or

K. To maintain or fail to maintain the property, or any building or structure thereon, in such condition so that it is defective, unsightly, or in such condition or deterioration or disrepair that it causes or will cause a health or safety hazard; or

L. To abandon or vacate any building or structure so that it becomes readily available to unauthorized persons; or

M. To maintain any building or structure in a state of partial construction where work is abandoned and for which a permit was issued and allowed to expire; or

N. To maintain on the property any accumulation of uncompacted fill over three feet in height over predominant grade and contrary to adjacent contour for any period of seventy-two (72) hours; or

O. To maintain any of the following in front or side yards open to view from the street: packing boxes, broken or discarded furniture, household equipment or construction equipment/materials; or

P. Operation of any commercial activity in any zone without a business license and in direct violation of zoning, licensing and building codes regarding locations, compatibility and occupancy.

Q. To cultivate, maintain, process or store marijuana in violation of Chapter 17.65 of this Code.

**8.08.040 - Methods of abatement.**

Public nuisances ordered to be abated under the provisions of this chapter may be abated by rehabilitation, repair, demolition, removal, or other appropriate action as determined by the city administrator after compliance by the city with the procedures set forth in the following sections.

**8.08.050 - Right of entry for enforcement officer.**

A. Whenever an enforcement officer has reason to believe that a nuisance exists or that an inspection is necessary to enforce any provision of this chapter, the officer may enter the premises at any reasonable time to perform the inspection or any other duty imposed by this chapter.

B. The enforcement officer shall present proper identification, state the purpose of the visit and request permission of the owner or responsible person to enter the premises. If entry is refused, the enforcement officer shall have recourse to every remedy provided by law to secure entry.

C. When the enforcement officer has first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or responsible person shall fail or neglect, after proper request is made as provided in this chapter to promptly permit entry therein by the enforcement officer for the purpose of inspection and examination pursuant to this chapter.

**8.08.060 - Notice to abate.**

A. Upon discovery of any public nuisance as defined in Section 8.24.030, the enforcement officer shall notify the owner and any responsible person that the nuisance shall be abated by the city at such person's expense unless they appear at the stated time and place to show cause why there should be no abatement. The enforcement officer may delegate this authority under this section to such city officers and employees he or she deems appropriate.

B. The notice to appear or abate shall be substantially in the following form:

**NOTICE TO APPEAR OR ABATE  
PUBLIC NUISANCE**

YOU ARE HEREBY NOTIFIED as the owner, agent, lessee or other person occupying or having control of the premises at (address), that pursuant to Section \_\_\_ of the Corning Municipal Code, the undersigned has determined that there exists upon the above-referenced premises a public

nuisance, specifically (description of condition constituting nuisance). A copy of Section \_\_\_ is attached.

You are hereby required to abate this condition to the satisfaction of the undersigned within [30/10] days of the date of this notice or to appear at the office of the Enforcement Officer at 815 Fourth Street, Corning, California at \_\_\_\_\_; to show cause, if any exists, why the condition or use should not be abated by the City, and the expenses thereof charged to you as a personal obligation and/or made a lien upon the property.

Abatements to be accomplished in the following manner: (description of what needs to be done to remedy situation).

(Name of Department and Department Head)

By:

C. The enforcement officer shall post at least one copy of the notice in a conspicuous place on the property in question.

D. After giving notice as required above, the enforcement officer shall file a copy of the notice, together with an affidavit or certificate stating the time and manner in which such notice was given in the office of the city clerk. The failure of the owner or any other responsible person to receive such notice shall not affect in any manner the validity of any proceedings pursuant to this chapter.

**8.08.070 - Abatement of nuisance prior to scheduled hearing.**

Any owner or responsible person may, at their own expense and prior to the scheduled hearing, abate a declared nuisance in accordance with the provisions of the notice sent by the enforcement officer, provided that all necessary permits are first obtained. If the enforcement officer determines that the nuisance has been abated, the proceedings under this chapter shall be terminated.

**8.08.080 - Public hearing.**

A. At the time and place designated in the notice, the hearing officer shall hear and consider all relevant evidence, including, but not limited to, applicable staff reports, oral, physical and documentary evidence regarding the alleged nuisance and proposed method of abatement. The hearing may be continued from time to time.

B. The enforcement officer shall bear the burden of proving by a preponderance of the evidence that a public nuisance exists.

C. All oral evidence shall be heard only on oath or affirmation.

D. The owner or any responsible person may be represented by anyone of their choice or may represent themselves.

E. The hearing shall not be conducted according to the formal rules of evidence. Any relevant evidence shall be admitted if it is the type of evidence on which reasonable affairs, regardless of the existence of

any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state. However, irrelevant or unduly repetitious evidence shall be excluded.

F. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but hearsay evidence shall not be sufficient by itself to support a finding unless it would be admissible over objections in civil actions in courts of competent jurisdiction in this state.

G. The parties in the hearing shall have the following rights:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
3. To impeach any witness regardless of which party first called such witness to testify;
4. To rebut evidence against such parties;
5. To request the hearing officer to take official notice of any fact which would be subject to judicial notice by the courts of this state.

H.

1. Within ten (10) calendar days after the conclusion of the hearing, the hearing officer shall issue a written decision and where applicable, an order of abatement. This decision shall set forth the factual findings made by the hearing officer, a conclusion as to whether a public nuisance exists, the manner and timing of the abatement.
2. If the hearing officer determines that a nuisance exists which is likely to recur after abatement, the owner may be directed to take adequate precautions for a period of time not to exceed one year so that the nuisance will not recur. Copies of the decision shall be sent to the owner, responsible person and the enforcement officer and the city clerk.

#### **8.08.090 - Appeal to city council.**

The property owner or other responsible person may appeal the decision of the hearing officer to the city council within ten (10) days of the date of the decision by submitting an appeal in writing to the city clerk. In the event of an appeal, the city council shall follow the procedure provided in Section 8.08.080. Notice of the hearing shall be provided in accordance with the procedure set forth in Section 8.08.060.

#### **8.08.100 - Abatement after hearing.**

A. Any owner or responsible person may, prior to action by the city and at their own expense, abate the nuisance in the manner directed by the order of abatement. All necessary permits shall be obtained before any such abatement is carried out.

B. If the enforcement officer determines that the owner or responsible person has completely abated the nuisance, all proceedings under this chapter shall be terminated. If the nuisance has been completely abated by the property owner, the enforcement officer will document the termination of the abatement process with the city clerk.

C. If the enforcement officer determines that the nuisance still exists, it shall be abated by the city in the manner described in the order of abatement.

**8.08.110 - Notice of cost of abatement.**

A. The enforcement officer shall keep an itemized statement of costs incurred by the city in inspecting and abating a public nuisance. Once the abatement is completed, the enforcement officer shall provide a copy of this statement to the owner of the property in question, to any responsible persons and the city administrator.

B. The owner or responsible person may request a hearing before the city council to contest the statement of costs. The request for a hearing shall be made within ten (10) days of receipt of the statement to the city clerk or the right to hearing shall be deemed waived.

C. The city council shall review the statement of costs and any information presented by the owner or responsible person. The city council's decision shall be mailed to the owner and all responsible persons. The decision of the city council shall be final.

**8.08.120 - Expenses a special assessment against the property.**

If the property owner does not pay the expense of abating the nuisance within thirty (30) days after the city council confirms the costs of abatement, the cost shall become a special assessment against the real property upon which the nuisance was abated. The assessment shall continue until it is paid. The assessment shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All acts applicable to levy, collection and enforcement of municipal taxes apply to this special assessment.

**8.08.130 - Notice of special assessment.**

The city shall file in the office of the county recorder a certificate substantially in the following form:

**NOTICE OF SPECIAL ASSESSMENT**

Under the authority of Government Code Section 38773.5 and Sections 8.08.010 through 8.08.120 of the Corning Municipal Code, the City did on , 19 , abate a nuisance upon the real property hereafter described and then on , 19 , did assess the cost of the abatement upon the real property. The City of Corning claims a special assessment on the real property for the expense of doing the work in the amount of \$ . This amount is a special assessment against the real property until it is paid and discharged of record. The assessment shall be collected at the same time and in

the same manner as ordinary municipal taxes are collected and shall be subject to the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. All acts applicable to levy, collection, and enforcement of municipal taxes apply to this special assessment. The real property referred to above, and upon which the special assessment is claimed is that certain parcel of land situated within the City of Corning, County of Tehama, State of California, more particularly described as follows:

CITY OF CORNING

Dated:     By: \_\_\_\_\_

**8.08.140 - Summary abatement of immediate dangers.**

- A. Whenever any condition on or use of property causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the public, the condition or use may be summarily abated by the city without notice or hearing. Reasonable attempts to contact the owner by phone or in person shall be made.
- B. When summary abatement is necessary, it shall be ordered only by the city administrator, the Corning police chief, or the person performing their duties.
- C. Summary abatement shall be limited to those actions necessary to eliminate the immediate threat to the public health and safety.
- D. Notice of the summary abatement shall be provided to the owner or other responsible parties as provided for in Section 8.08.060 as soon as practical.
- E. The costs and expenses of a summary abatement shall be made a lien on the property and shall be collected pursuant to the procedure found in Section 8.08.120.

**8.08.150 - Alternative remedies.**

Nothing in this chapter shall be deemed to prevent the city council from ordering the city attorney to commence a civil or criminal proceeding to abate a public nuisance under applicable Civil or Penal Code provisions as an alternative to the proceedings set forth in this chapter. Nothing in this chapter shall prevent the city from abating a nuisance pursuant to any other procedure established by city ordinance or state law.

**8.08.160 - Violation—Penalty.**

- A. It is unlawful for any person to remove, deface or mutilate any notice, order, statement or resolution posted as required in this chapter.
- B. It is unlawful for any person to obstruct, impede or interfere with any owner or his agent or with any representative of the city when engaged in performing any act reasonably necessary for the execution of the order of abatement.



C. Any person who shall violate this section shall be subject to the penalties set forth in Chapter 8.25 of this code.

**SECTION 2:** Title 8 (Health and Safety), Chapter 8.14 (Weed Abatement) of the Corning Municipal Code is deleted in its entirety.

**SECTION 3:** Title 8 (Health & Safety), Chapter 8.25 (Enforcement Policies and Procedures) of the Corning Municipal Code is hereby deleted in its entirety and replaced with the following:

**Chapter 8.25 - PENALTIES FOR VIOLATIONS**

Sections:

8.25.010- Criminal Citations

8.25.020- Refusal to Sign Citation

8.25.030- Violation- Penalties

8.25.040- Money Judgments

8.25.050- Follow-up Inspection

8.25.060- Notice of Compliance

8.25.070- Refusal to issue permits, licenses or other entitlement

8.25.080- Administrative Citation

8.25.090- Remedies Cumulative

8.25.100- Recovery of Attorney's Fees

**8.25.010 - Criminal citations.**

A. Each code officer is authorized to issue citations for violations of the provision of Titles 8, 13, 15, 16, 17 and 18 of this code which they have the duty to enforce. The code enforcement officer will notify the alleged violator that a public nuisance exists and, if the public nuisance has not been abated within what he or she deems a reasonable period of time, he or she may then issue a criminal citation to the alleged violator. Although not mandatory, in most cases the code enforcement officer should warn the alleged violator that a citation will be issued if voluntary compliance is not achieved within a specified time period. Proof that notice of a violation (or the existence of a public nuisance) has been given to an alleged violator is not a prerequisite to a finding that a violation has occurred, nor is it a requirement which must be satisfied before a citation may be issued or a conviction obtained. The form of the citation issued pursuant to this chapter shall be approved by the city council and the district attorney.

B. Prior to issuance of a citation:

1. The code enforcement officer shall identify himself or herself;
2. Identify the violation;
3. Shall then request the alleged violator to present his or her driver's license or other satisfactory evidence of his or her identity for examination;
4. The citation shall state a time, date and place where the alleged violator shall appear in court to answer the charges stated in the citation;
5. The appearance date shall be at least ten days after the date of citation.

**8.25.020 - Refusal to sign citation.**

The officer shall not take or attempt to take anyone into custody for refusing to present satisfactory evidence of his or her identity or refusing to sign a citation. In such cases, the code enforcement officer may file the citation with the appropriate court as a complaint pursuant to Penal Code Section 853.9(b), may request the assistance of the city of Corning police department or may request the district attorney to prepare and file a complaint with the appropriate court.

**8.25.030 - Violation-Penalties.**

A. Violations Charged and Punished as Infractions. Notwithstanding any provision of this code to the contrary in Titles 8, 13, 15, 16, 17 and 18, whenever any provision in any of said titles provides that any act is prohibited or made or declared to be unlawful or a misdemeanor or an infraction, or requires the doing of any act or declares the failure to do any act unlawful or a misdemeanor or an infraction, the violation of such provision shall be charged as an infraction, punishable by imposition of the following fines, no part of which may be suspended:

1. Upon a first conviction, a mandatory fine of one hundred dollars;
2. Upon a second conviction of the same code section involving the same premises within a twelve-month period immediately preceding the commission of the current violation, a mandatory fine of two-hundred dollars;
3. Upon a third conviction of the same code section involving the same premises within a twelve-month period immediately preceding the commission of the current violation, a mandatory fine of five hundred dollars.

B. Each Day a Separate Offense. Each and every day or portion thereof that a person violates or continues to violate any such provision of any of said titles constitutes a separate offense and may be charged and punished separately without awaiting conviction of any prior violation.

C. Misdemeanors. Any violation which may otherwise be charged and punishable as an infraction pursuant to subsection (A) of this section may be charged and punishable as a misdemeanor. If the defendant has been convicted of three or more violations of the same code section involving the same premises within the twelve-month period immediately preceding the commission of the current violation.

For purposes of this subsection, a bail forfeiture or a plea of nolo contendere shall be deemed to be a conviction.

**8.25.040 - Money judgments.**

Any judgment of conviction which imposes a fine shall become a money judgment, as provided by Penal Code Section 1214. It shall be the responsibility of the code enforcement officer to determine if the fine imposed has been paid. In any case where the fine remains unpaid for more than thirty days, a code enforcement officer shall record an abstract of the judgment in the office of the county recorder, as provided by Code of Civil Procedure Sections 674 and 697.310. Upon notice of payment of such a judgment, the code enforcement officer shall file and serve a judgment, and the code enforcement officer shall file and serve an acknowledgement of satisfaction of judgment, as provided by Code of Civil Procedure Sections 724.030 and 724.040.

**8.25.050 - Follow-up inspection.**

Following the conviction of any violator in court, the code enforcement officer shall make such follow-up inspections as necessary to determine that the violation has been abated and may issue such additional citations as are necessary to gain compliance with the applicable provisions of this code.

**8.25.060 - Notice of compliance.**

Upon all work to abate the violation being completed and approved by the affected department, payment of all fines imposed as to said violation pursuant to Section 8.25.080(A), conducting follow-up inspections pursuant to Section 8.25.100 and recording a notice of compliance pursuant to this section, the code enforcement officer shall submit a notice of compliance to the county recorder for recordation.

**8.25.070 - Refusal to issue permits, licenses or other entitlement.**

**A. Refusal to Issue Waiver.**

1. No department, commission or employee of the city of Corning vested with the duty or authority to issue or approve permits, licenses or other entitlement shall do so when there is an outstanding violation for which a citation has been issued pursuant to this chapter involving the premises to which the pending application pertains. The authority to deny shall apply whether the applicant is either the current occupant or owner of record or a vendor of the current owner of record pursuant to a contract of sale of the real property, with or without actual or constructive knowledge of the violation at the time he or she acquires his or her interest in such real property.

2. Upon notification by the code enforcement officer that such a violation exists, all departments, such commissions and employees shall refuse to issue a permit or license or entitlement involving the premises except those necessary to abate such violation.

**B. Rescission of Refusal to Issue.** The refusal to issue shall be rescinded when the department commission or employee has been notified that all required work to abate the violation has been completed and has been approved by the affected department.

C. Waiver. The director of the affected department may waive the provisions of this section regarding refusal to issue if he or she determines such waiver is required to allow necessary or desirable remedial, protective or preventative work.

### **8.25.080 - Administrative citation.**

#### **A. Administrative Citation.**

1. Whenever a code enforcement officer charged with enforcement of any provision of this code or any code adopted by the city determines that a violation of that provision has occurred, the code enforcement officer shall have the authority to issue an administrative citation to any person responsible for the violation and/or to the owner of the property to which the violation pertains. If the code enforcement officer determines that multiple code violations have occurred, the administrative citation shall address all the violations.

2. If the person responsible for the violation and/or the owner of the property is: (1) an individual or receiver, the code enforcement officer shall issue the citation to the individual or the receiver; (2) a corporation or limited liability company, the code enforcement officer shall issue the citation to a senior officer; (3) a partnership, joint venture, cooperative or association, the code enforcement officer shall issue the citation to any partner, member of the joint venture, cooperative or association; (4) a trust, the code enforcement officer shall issue the citation to any trustee; (5) an estate, the code enforcement officer shall issue the citation to the administrator of the estate; (6) any other entity, the code enforcement officer shall issue the citation to any officer, member, representative, agent or employee of the entity.

3. If the violation is of a continuing nature or pertains to a building, plumbing, electrical, or other similar structural or zoning violation that does not create an immediate danger to health or safety, the code enforcement officer shall not assess an administrative fine, but shall establish a reasonable period of time for the responsible person to correct or otherwise remedy the violation prior to the imposition of an administrative fine. In no event shall the period of time given to correct or remedy the violation be less than three days.

4. Each administrative citation shall contain the following information:

a. The date of the violation;

b. The address or definite description of the location where the violation occurred;

c. The code section(s) violated and a description of each violation;

d. The amount of the fine for each code violation and/or the number of days given to correct continuing violations pursuant to subsection (A)(3) of this section;

e. A description of the fine payment process, including a description of the time within which and the place to which the fine shall be paid;

f. An order prohibiting the continuation or repeated occurrence of the code violation(s) described in the administrative citation;

g. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for a hearing form to contest the administrative citation may be obtained; and

h. The name and signature of the citing code enforcement officer.

**B. Amount of Fines.**

1. **Standard Fine.** The administrative citation fine amount for a first violation of the Corning Municipal Code or any other code adopted by the city shall be one-hundred dollars.

2. **Second Violation Fines.** The fine amount for a second violation of the same code section by the same person within a thirty-six month period from the date of the administrative citation for the first violation shall be two-hundred dollars.

3. **Subsequent Violation Fines.** The fine amount for a third and subsequent violation of the same code section by the same person within a thirty-six month period from the date of the administrative citation for the second or subsequent violation shall be five-hundred dollars.

4. Any fine amount imposed pursuant to this chapter shall be deemed delinquent if it is not paid in accordance with the terms and provisions of this chapter. Any person who fails to pay to the city the amount of any fine imposed pursuant to the provisions of this chapter on or before the date that the fine is due shall be liable for the payment of an additional late payment charge. The late payment charge shall be (a) ten percent of the amount of the fine then due to the city or (b) ten percent of the amount of the fine remaining to be paid to the city if a portion of the fine amount was timely paid, whichever amount is greater. Interest shall accrue on all delinquent fine amounts, exclusive of the late payment charge, at the rate of one-half of one percent per month, pro rata, of the total delinquent fine amount, from the date the fine amount becomes delinquent until the date that the total delinquent fine amount is paid to the city.

6. Copies of subsections (B)(1) through (4), inclusive, of this section shall be printed and referred to as the "Schedule of Administrative Citations Fines" and shall reference this chapter. Copies of the Schedule of Administrative Citation Fines shall be made available to the public at the office of the city clerk.

**C. Payment of the Fine.**

1. Any fine imposed shall be paid to the city within thirty (30) days from the date of the administrative citation.

2. Any administrative citation fine paid pursuant to subsection (C)(1) of this section shall be refunded if it is determined, after a hearing, that the person charged in the administrative citation was not responsible for the violation or that there was no violation as charged in the administrative citation.

3. Payment of a fine under this chapter shall not excuse or discharge any continuation or repeated occurrence of the code violation that is the subject of the administrative citation.

**D. Request for a Hearing.**

1. Any recipient of an administrative citation may contest that there was a violation of this code or of any code adopted by the city, or that he or she is the responsible party, by completing a request for hearing

form and returning it to the city clerk within thirty days from the date of the administrative citation, together with an advance deposit of the fine or notice that a request for an advance deposit hardship waiver has been filed.

2. A request for hearing form may be obtained from the city clerk.

3. The person requesting the hearing shall be notified of the time and place set for the hearing at least ten days prior to the date of the hearing.

4. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report also shall be served on the person requesting the hearing at least five days prior to the date of the hearing.

#### E. Advance Deposit Hardship Waiver.

1. Any cited person who is financially unable to make the advance deposit of the full amount of the fine and who intends to request a hearing to contest the administrative citation may file a request for an advance deposit hardship waiver to waive all or part of the advance deposit.

2. A request for deposit hardship waiver must be filed with the city clerk on an advance deposit hardship waiver application form available from the city clerk within ten days of the date of the administrative citation, and must include a sworn declaration and any other supporting documents or materials showing the cited person's actual financial inability to deposit the full amount of the fine in advance of the hearing. The cited person bears the burden of demonstrating to the satisfaction of the city clerk or his or her designee the cited person's actual inability to deposit the full amount of the fine in advance of the hearing.

3. The city clerk or his or her designee shall issue a written determination listing the reasons for his or her determination to issue or not issue the advance deposit hardship waiver. The written determination of the city clerk or his or her designee shall be final and shall be served on the cited person.

4. The city clerk or his or her designee may waive the requirement of an advance deposit of the fine amount, or require a deposit of a specified part of the amount of the fine, and issue the advance deposit hardship waiver, only if the cited person has demonstrated to the satisfaction of the city clerk or his or her designee the cited person's actual inability to deposit with the city the full amount of the fine in advance of the hearing.

5. If the city clerk or his or her designee determines not to issue an advance deposit hardship waiver, the cited person shall remit the advance deposit of the full fine amount to the city within ten days of the date of the decision of city clerk or his or her designee or thirty days from the date of the administrative citation, whichever is later. If the city clerk or his or her designee determines that the cited person is required to deposit only a specified part of the amount of the fine, the cited person shall remit the advance deposit of the required amount of the fine to the city within ten days of the date of the decision of the city clerk or his or her designee within thirty days from the date of the administrative citation, whichever is later. Failure to timely remit the advance deposit shall terminate the request for a hearing on the citation, and the amount of the fine shall become immediately due and payable.

6. The requirement of depositing the full amount of the fine as required above shall be stayed unless or until the city clerk or his or her designee makes a determination not to issue the advance deposit hardship waiver.

F. Hearing Officer. The city manager shall designate the hearing officer(s) for the administrative citation hearings. There may be more than one hearing officer in the city and there may be more than one hearing officer at any administrative citation hearing.

G. Hearing Procedure.

1. No hearing to contest an administrative citation before a hearing officer shall be held unless the fine has been deposited in advance or an advance deposit hardship waiver has been issued.

2. A hearing to contest an administrative citation shall be set for a date that is not less than fifteen days and not more than sixty days from the date that the request for hearing is filed in accordance with provisions of this chapter or the date of issuance of the advance deposit waiver, whichever is later.

3. At the hearing, the party contesting the administrative citation shall be given the opportunity to testify and to present evidence as to the existence of the cited violation or as to whether or not the cited person is the responsible party.

4. The failure of the cited person to appear at the administrative citation hearing shall constitute a forfeiture of the fine and a failure to exhaust their administrative remedies.

5. The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained in those documents.

6. The hearing officer may continue the hearing and request additional information from the enforcement officer or the cited person prior to issuing a written decision.

H. Decision of the Hearing Officer.

1. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or dismiss each contested violation in the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final and shall be served on the cited person within fifteen days of the date of the hearing.

2. If the hearing officer determines that the violations in the administrative citation should be upheld, then the fine amount on deposit with the city for those violations shall be retained by the city.

3. If the hearing officer determines that the violations in the administrative citation should be upheld and the fine has not been deposited pursuant to an advance deposit hardship waiver, the hearing officer shall set forth in the decision a payment schedule for the fine(s) for those violations.

4. If the hearing officer determines that any violations in the administrative citation should be dismissed and the fine for those violations was deposited with the city, then the city shall promptly refund the amount of the deposited fine for the dismissed violations together with interest at the average rate earned on the city's pooled cash portfolio for the period that the amount of the fine was held by the city.

5. The employment, performance evaluation, compensation and benefits of the hearing officer shall not be directly or indirectly conditioned upon the amount of administrative citation fines upheld by the hearing officer.

I. Late Payment Charges. Any person who fails to pay to the city any fine or any scheduled partial payment of such fine pursuant to the provisions of this chapter or on or before the date that the fine or scheduled partial payment of such fine is due shall be liable for the payment of any applicable late payment charges set forth in the schedule of administrative citation fines established by resolution by the city council.

J. Recovery of the Administrative Citation Fines and Costs. The city may collect any past-due administrative citation fine(s) and late payment charge(s) by use of all available legal means. The city may also recover its collection costs.

K. Right to Judicial Review. Any person aggrieved by an administrative decision by a hearing officer on an administrative citation may obtain review of the administrative decision by filing a petition for review with the municipal court in Tehama County in accordance with the time-lines and provisions set forth in California Government Code Section 53069.4.

L. Notices.

1. The administrative citation and all notices or other documents required to be given by this chapter shall be served on the cited person by personal delivery or by deposit in the United States mail, in a sealed envelope postage prepaid, addressed to such person at his or her last known business or residence address as the same appears in the public records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

2. Failure to receive any notice specified in this chapter does not affect the validity of the proceedings conducted hereunder.

#### **8.25.090 - Remedies cumulative.**

Nothing in this chapter shall prevent the appropriate authorities of the city of Corning from pursuing any civil, criminal or administrative remedy deemed necessary or appropriate to gain compliance with the applicable provisions of this code. The provisions of this chapter are to be supplementary and complementary to all of the provisions of this code, state law and any laws cognizable as common law or in equity and nothing herein shall be read, interpreted or construed in any manner so as to bar or limit the city from seeking any remedy to which it may otherwise be entitled.

#### **8.25.100 - Recovery of attorney's fees.**

In any action, administrative proceeding, or special proceeding to enforce any violation pursuant to this chapter or chapter 8.08, the prevailing party may recover attorney's fees pursuant to California Government Code section 38773.5. Recovery of attorney's fees is limited to those individual actions or proceedings in which the city elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorney's fees. An award of attorney's fees to a prevailing party shall not exceed the amount of reasonable attorney's fees incurred by the city in an action, administrative proceeding, or special proceeding.

#### **SECTION 4. Severability.**

If any section, subsection, phrase or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council



hereby declares that it would have passed this ordinance and each section, subsection, phrase, or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

**SECTION 5. Publication and effective date.**

This ordinance shall be published in accordance with the provisions of Government Code section 36933.

This ordinance shall take effect 30 days after its final passage.

The City Clerk shall certify to the adoption of this ordinance and shall cause it to be posted and/or published in accordance with the law.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Corning held on January 12, 2021, and enacted at a regular meeting of the City Council of the City of Corning held on January 26, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Robert Snow, Mayor of the City of Corning

ATTEST:

\_\_\_\_\_  
Lisa Linnet, City Clerk

**SUMMARY OF ORDINANCE NO. 695  
AN ORDINANCE OF THE CITY OF CORNING CITY COUNCIL AMENDING TITLE 8 OF THE  
CORNING MUNICIPAL CODE BY AMENDING CHAPTERS 8.08 AND 8.25 AND DELETING  
8.14 TO UPDATE THE NUISANCE ABATEMENT PROCESS**

Pursuant to Government Code Section 36933(c), the following constitutes a summary of Ordinance No. 695 introduced by the Corning City Council on January 12, 2021 and scheduled for consideration of adoption on January 26, 2021 at its meeting held in the City Council Chambers 794 Third Street, Corning, California.


The purpose of Ordinance No. 695 is to amend Chapter 8 of the Corning Municipal Code to provide a single streamlined process for nuisance abatement, and place weed abatement, substandard building, and all other nuisance abatement in one location, as opposed to the three sections it currently exists in. The amended Ordinance also provides clear due process allowing members of the community to challenge any property declared a nuisance.

A certified copy of the full text of the Ordinance is posted and available for review in the City Clerk's Office at 794 Third Street, Corning, California. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law. This Ordinance was introduced by the City Council of the City of Corning on January 12, 2021 and is scheduled for consideration of adoption on January 26, 2021.

Lisa Linnet, Corning City Clerk  
Posted at Corning City Hall and Published on or before January 20, 2021.

ITEM NO.: J-14  
APPROVE AGREEMENT WITH THE PASKENTA  
BAND OF NOMLAKI INDIANS FOR THE CITY  
TO PROVIDE INDEPENDENT CONTRACTOR  
SERVICES TO THE TRIBE FOR THE  
IMPLEMENTATION OF THE CORNING  
RECREATION PROGRAM

January 12, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: KRISTINA MILLER; CITY MANAGER   
CHRISSE MEEDS, RECREATION COORDINATOR

**BACKGROUND:**

The City was awarded \$200,000 in 2018, \$130,000 in CY 2019, and \$75,000 in 2020 to implement a Youth Recreation and Enrichment Program through the Promise Neighborhood Grant administered by the Paskenta Band of Nomlaki Indians. The funding allowed the City to develop a new recreation, youth enrichment, and educational program, known as Corning Recreation. Funding can be used for the salary of a Recreation Coordinator, course/program Instructors, volunteer stipends, materials/supplies, and online reservation software. Assuming available Federal funding, it is anticipated the Agreement will again be extended through calendar year 2021 again at \$75,000. Approximately 64% of program costs will be covered through the grant. To sustain the program the remaining \$43,000 must be funded through the General Fund. The City exceeded all programmatic goals of the grant since its inception, except for in CY 2020 where program participation was significantly impacted due to the COVID-19 pandemic.

**CONTRACTUAL TERM/RESPONSIBILITIES:**

**Term:** January 1, 2021 through December 31, 2021.

**Responsibilities:**

**CC.Y3-1.O.2 Youth Recreation & Enrichment Program (1/21 – 12/21, not to exceed \$75,000):**

- a) Continues funding for the Corning Youth Recreation and Enrichment Program with a goal that at least 500 children/youth must participate in the program by December 31, 2021. The Paskenta Band of Nomlaki Indians understands reaching these goals could be impacted by the COVID-19 pandemic.

**FINANCIAL:**

- Contract is not to exceed \$75,000 for the term of January 1, 2021 - December 31, 2021. The annual cost to operate the program in CY 2019 was \$91,444, excluding costs to operate and maintain Rodgers Theatre. Estimated cost for CY 2020 to the General Fund is \$43,000.
- Funding contingent upon congressional appropriation and evidence of successful implementation, executing and fulfillment of local objectives.
- A soft-match of \$37,500 per year through administrative support, facility usage, volunteers, and/or direct support is required.
- The funding breakdown is as follows:

TASK (Exhibit A)	SERVICES	TOTAL (1/2021 – 12/2021)
CC.Y4-1.O.2.	Youth Recreation & Enrichment Program	\$75,000.00

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

1. APPROVE AGREEMENT FOR CITY TO PROVIDE INDEPENDENT CONTRACTOR SERVICES TO THE PASKENTA BAND OF NOMLAKI INDIANS AS IT RELATES TO THE AWARDED UNITED STATES DEPARTMENT OF EDUCATION GRANT, PR/AWARD NO. U215B160003-16B IN THE AMOUNT OF \$75,000; AND
2. AUTHORIZE THE CITY MANAGER TO SIGN ALL ASSOCIATED DOCUMENTS.

## **INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") is made and entered into as of the first day of **January 01, 2021** by and between the Paskenta Band of Nomlaki Indians (the "Tribe"), a federally recognized Indian tribe, and the **City of Corning** ("Contractor").

WHEREAS, the United States Department of Education awarded PR/Award Number U215B160003-16B to the Tribe for the Everett Freeman Promise Neighborhood Initiative:

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

WHEREAS, the United States Department of Education awarded a grant for calendar year **2021** (the "Grant Funds") to the Tribe supporting a continuum of solutions to improve the academic and development outcomes of children, youth and young adults residing within the Corning Union Elementary School District attendance area and to students currently enrolled in the Corning Union High School District;

WHEREAS, the Tribe has determined that successful administration of the Grant requires partnerships with local entities such as Contractor to achieve cradle-to-college and career outcomes and desires to engage and contract for the services of Contractor to perform certain tasks as set forth herein;

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

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

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

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

2. Relationship of Parties/Independent Contractor Status. Contractor shall provide services related to managing the Grant Funds, as more particularly described in **Exhibit A** attached to this Agreement (the "Scope of Work"), to and on behalf of the Tribe hereunder as an independent contractor, and nothing contained in this Agreement shall be construed to create the relation of employer and employee between the Tribe and Contractor.

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

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

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

*(d) Equipment.* Use of equipment and/or supplies purchased with Promise Neighborhood federal funds shall be governed by the Office of Management and Budget (OMB) Guidance (2 CFR 200.313 and 200.315) and any applicable successor guidance

from the OMB. Contractor acknowledges Contractor has reviewed such guidance and shall comply with all current and any future OMB requirements set forth therein.

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

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

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

3. **Term.** The term of this Agreement shall commence on **January 01, 2021** and unless sooner terminated in accordance with the terms of this Agreement, and shall end on **December 31, 2021**. Notwithstanding the foregoing, Contractor acknowledges that the Grant Funds are awarded on a calendar year, rather than academic year, basis.

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

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

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

- (a) by the mutual agreement of both parties;
- (b) by either party if one party commits a material breach of any of the terms or provisions of this Agreement and does not cure such breach within ten (10) days after receipt of written notice given by the other party;
- (c) by either party with sixty (60) days prior written notice; or
- (d) by the Tribe upon at least fourteen (14) days' prior written notice in the event that the Grant Funds do not receive congressional appropriation for the full term of this Agreement.

Upon expiration or termination of this Agreement for any reason, or at any other time upon the Tribe's written request, Contractor shall, within thirty (30) days after such expiration or termination:

- (a) deliver to the Tribe all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);
- (b) deliver to the Tribe all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Material;
- (c) permanently erase all of the Confidential Material from Contractor's computer or other device systems; and
- (d) certify in writing to the Tribe that Contractor has complied with the requirements of this clause.
- (e) Return equipment and supplies to the Tribe as required by OMB Guidance, including 2 CFR 200.313 and 200.315 and all applicable successor guidance.

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

Contractor shall comply with all regulations and requirements applicable to the Grant Funds and shall maintain complete records evidencing such compliance. Contractor shall promptly provide the Tribe copies of such records as requested by the Tribe. Notwithstanding the foregoing, or anything to the contrary contained herein: (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations must be reported to the Department of Education and the Regional Office of the Environmental Protection Agency. (b) Contractor certifies that it is not listed on the government-wide exclusions in the System for Award Management (“SAM”) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” Contractor shall promptly notify the Tribe if it becomes listed in SAM and shall immediately forfeit all rights hereunder. (c) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor certifies that it has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (d) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines. (e) Contractor acknowledges that the Grant Funds have been awarded pursuant to Catalog of Federal Domestic Assistance Fund for the Improvement of Education Number 84.215 (“CFDA 84.215”). Contractor shall abide by all requirements of CFDA 84.215, including but not limited to reporting, audit and recordkeeping requirements. Contractor shall provide reports, undergo audit(s) and maintain records as required under CFDA 84.215 in the forms and formats specified therein.

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

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

- (i) In compliance with the Policy and federal law, Contractor agrees to subject all Contractor Personnel to a fingerprint check through the Criminal Justice Information Services Division of the Federal Bureau of Investigation.
- (ii) Contractor will ensure that background investigations are conducted at no cost to the Tribe; however, Contractor may expend Grant funds to comply with the Policy’s background investigations requirements.
- (iii) No Contractor Personnel will be permitted to perform work in connection with the Grant unless the Tribe is satisfied that the individual has the necessary overall character and fitness to care for the safety and well-being of a child, as determined in accordance with Section 11 of the Policy.



- (iv) Contractor shall maintain in its internal records copies of the results of all investigations performed under this Agreement, which must detail each step taken during the investigation.
- (v) Contractor will certify to the Tribe in writing that there is nothing in the background investigation of each Contractor Personnel performing services in connection with the Grant indicating that Contractor Personnel may perform work for the Tribe without being in conflict with the Policy, federal law, or this Agreement. Contractor's certification to the Tribe shall be in the form attached hereto as **Exhibit B** (the "Certification") as a way to ensure compliance with the Policy, Contractor shall promptly deliver all required Certifications to the Tribe.
- (vi) All background investigations conducted by Contractor shall comply in all respects with the Fair Credit Reporting Act. In doing so, Contractor shall take all steps to maintain the confidentiality of the investigation process and to ensure that the Tribe is only notified of final determinations of Contractor via delivery of the Certifications.
- (vii) The Tribe, at its sole discretion, retains the right to approve or disapprove all Contractor Personnel providing services in connection with the Grant at any time.

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

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

#### 9. Proprietary Information.

*(a)* Contractor hereby acknowledges that the Tribe has made, or may make, available to Contractor certain confidential financial information, membership information, and other confidential and/or proprietary information of, or licensed to, the Tribe (the "Confidential Material"). Contractor and all Contractor Personnel shall treat as confidential and proprietary any Confidential Information belonging to the Tribe or any third party that is disclosed to Contractor or any Contractor Personnel, or that Contractor or any Contractor Personnel otherwise becomes aware of, in the course of Contractor's services under this Agreement. The Confidential Material is the exclusive property of the Tribe. Contractor shall not, without the prior written consent of the Tribe, disclose or reveal any of said Confidential Material to any third party or use such information for any purposes other than to provide the services required under this Agreement.

Contractor further agrees to comply with all reasonable rules established from time to time by the Tribe for the protection of the confidentiality of the Confidential Material. Notwithstanding the foregoing, Contractor may disclose Confidential Material to the extent so required by law or order of court or government agency; provided, that Contractor uses best efforts to give reasonable prior notice of any such disclosure to the Tribe.

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

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

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

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

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

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

15. **Severability.** If any term or provision of this Agreement or its application to any party or circumstances shall be declared invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

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

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

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

[Signature page follows.]

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

**PASKENTA BAND OF NOMLAKI INDIANS**

By:

\_\_\_\_\_  
Name: Title:

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

**CITY OF CORNING**

By:

\_\_\_\_\_  
Name: Title:

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

**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF CORNING**

**I. SERVICES**

**COMPONENT 1: CC.Y5.N.1.**

**Program Name: Youth Recreation and Enrichment Program**

Jan 2021 – Dec 2021: \$75,000

Contribute to Promise Neighborhood Results: # and % who demonstrate age-appropriate functioning at three-years-old and at the start of kindergarten (GPRA 2); # and % of students at or above grade level on the state English Language Arts assessment and math (GPRA 4); # and % of students who are physically active (GPRA 8); # of students who feel safe (GPRA 10); and, # and % of parents who read to their children (GRPA 12).

Description: The City of Corning will continue to facilitate and manage the Youth Recreation and Enrichment Program. The Youth Recreation and Enrichment Program will provide a range of diversified recreation, enrichment, and educational programs in support of improving the mental, physical well-being, and learning outcomes of children and youth living in the south Tehama region. Programs provide opportunities for physical activity, community involvement, education, leadership development, and learning to a diverse population of children living in the target areas.

The City of Corning will:

- Assess the needs and desires expressed by target populations in the region. Adjust recreation programs to meet the changing demographics and community trends.
- Engage community partnerships to strengthen services and outreach.
- Provide programs that serve all ages, all abilities, and cultural and language backgrounds.
- Take necessary precautions to ensure the safety of participants.
- Implement strategies to increase program access while meeting the goal of sustainability.

The City of Corning will be reimbursed up to \$75,000 for staffing, materials, and other services incurred in the implementation of the Youth Recreation and Enrichment Program during the 2021 year. All activities not preapproved will be reviewed by the Corning Promise Director before implementation to ensure compliance with federal grant regulations. The City of Corning will keep an inventory of all supplies and devices purchased using Promise Neighborhood funds. All equipment and supplies will be governed by the Office of Management and Budget (OMB) Guidance (2 CFR 300.313 and 200.314) and all applicable successor guidance from the OMB.

Promise Neighborhood funds can only be used to supplement, not supplant, current programs and resources.

Indicators: Promise Neighborhood has developed the following specific outcomes to assess the program's success and to determine the ongoing allotment of grant funds:

- By December 31, 2021, more than 500 children and youth will participate in the City-supported Youth Recreation and Enrichment Program.
- The number of participants served by program activities will be reported on the quarterly report by type of activity.

## II. PAYMENT SCHEDULE

Payment on this Contract will not exceed **\$75,000** for the term **January 01, 2021 – December 31, 2021**. Funds for this term are contingent upon approval of funds by the Appropriations Committee and evidence of successful implementation, execution, and fulfillment of local objectives.

TASK	SERVICES	TOTAL
CC.Y5.N.1	Youth Recreation and Enrichment Program	\$75,000
	<b>TOTAL</b>	<b>\$75,000</b>

Invoice(s), requested **monthly and no later than quarterly**, will include an accounting of time spent on services by the task.

PN funds *cannot* be used to purchase or reimburse for food, beverages, supplies, and property for personal use, and any items that constitute a gift of public funds. Prior approval is required for any items and/or activities not explicitly outlined in the Scope of Work.

All products and publications funded under this contract must include the following statement:

*“Funding for these services is in part through a U.S. Department of Education Promise Neighborhood Grant Program (CFDA 84.215N) administered by the Paskenta Band of Nomlaki Indians”* and use the Corning Promise logo on all materials disseminated using Promise Neighborhood funds.

## III. MATCHING CONTRIBUTION

Partnering contractors will provide matching contributions or in-kind contributions as part of the Contract. Contractor will maintain necessary documentation of matching (in-kind) funds and provide monthly or semi-annual reports on matching funds with guidance, as needed, provided by the Promise Neighborhood Project Director. The contribution must be supported by detailed records, compliant with federal requirements.

## IV. PROGRESS MONITORING

Contractor will provide a summary of their project and progress in achieving tasks in a report and/or meet with the Project Director.

Report submissions due:

- *July 15* for January 1 – June 30 activities; and,
- *January 15* for July 1 – December 31 activities.

**EXHIBIT B**

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



We, the undersigned Independent Contractor, hereby certify, to the Paskenta Band of Nomlaki Indians ("Tribe") that **City of Corning** ("Independent Contractor") has determined in accordance with the Independent Contractor Agreement ("Agreement") between the Tribe and **City of Corning**, dated July 2018, and the Tribe's Public Law 101-630 Background Investigation Policy ("Policy") that \_\_\_\_\_ ("Employee"):

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

OR

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

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

Independent Contractor: **City of Corning.**

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

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

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

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

ITEM NO.: J-15  
AUTHORIZE PAYMENT FOR INVOICE 20-206658-2 IN THE AMOUNT OF \$27,938.50 UNDER TASK ORDER "A" TO ARMSTRONG CONSULTANTS, INC

January 12, 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 20-206658-02 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 \$27,938.50.

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 \$27,938.50 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 20-206658-2 IN THE AMOUNT OF \$27,938.50 UNDER TASK ORDER "A" TO ARMSTRONG CONSULTANTS, INC**





City of Corning  
794 Third Street  
Corning, CA 96021

DA  
INV

**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)**

<b>Element 1 - Project Development</b>	<b>:\$</b>	<b>4,520.00</b>	<b>X</b>
<b>Element 1 - Design</b>			
<b>Preliminary Design</b>	<b>:\$</b>	<b>15,380.00</b>	<b>X</b>
<b>Final Design</b>	<b>:\$</b>	<b>4,980.00</b>	<b>X</b>
<b>Element 1 - Bidding Services</b>	<b>:\$</b>	<b>3,860.00</b>	<b>X</b>
<b>Element 1 - Construction Period Services</b>			
<b>Construction Administration Services</b>	<b>:\$</b>	<b>16,090.00</b>	<b>X</b>
<b>Construction Inspection Services</b>	<b>:\$</b>	<b>15,960.00</b>	<b>X</b>
<b>Element 1 - Project Closeout</b>	<b>:\$</b>	<b>4,030.00</b>	<b>X</b>
<b>Element 1 - Special Services</b>			
<b>Categorical Exclusion Form</b>	<b>:\$</b>	<b>1,560.00</b>	<b>X</b>
<b>DBE Program Assistance</b>	<b>:\$</b>	<b>2,610.00</b>	<b>X</b>
<b>Design Survey</b>	<b>:\$</b>	<b>5,500.00</b>	<b>X</b>

**ITEM NO.: J-16**  
**APPROVE CONSTRUCTION PAYMENT  
REQUEST #1 IN THE AMOUNT OF  
\$153,984.00 TO ARROW FENCING FOR  
THE 2020 CORNING AIRPORT FENCE  
PROJECT**

**January 12, 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 #1 in the amount of \$153,984.00 less the 10% retention, as directed by the FAA, in the amount of \$15,398.40 for a total payment of \$138,585.60 to Arrow Fencing. The items on the request have been inspected and approved by Armstrong Consulting and City Staff.

Construction Payment Request #1 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 \$153,984.00 LESS THE 10% RETENTION OF \$15,398.40 AND ISSUE PAYMENT IN THE AMOUNT OF \$138,585.60 FROM ACCOUNT 620-9195-3500 TO ARROW FENCING FOR THE 2020 CORNING AIRPORT FENCE PROJECT**

**CONSTRUCTION PAYMENT REQUEST:**  
 2020 Corning Airport Fence Project

**OWNER:** City of Corning      **CONTRACTOR:** Arrow Fencing      **From:**

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE
No.	Approval Date	Amount		
		Additions	Deductions	
				1. Original Con
				2. Change Ord
				3. Revised Con
				4. Work Compl
				5. Stored Mate
				6. Subtotal (4+
				7. Retainage...
				8. Previous Pay
				9. Amount Due
<b>TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	
<b>NET CHANGE</b>				

CONTRACT TIME			
Original (days)	On Schedule	<input checked="" type="checkbox"/> Yes	Starting Date:
Revised:		<input type="checkbox"/> No	Projected Com
Remaining: 0			Contract Date

**CONTRACTOR'S CERTIFICATION:**  
 The undersigned Contractor certifies that to the best of their knowledge, information and belief, the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

**ENGINEER'S CE**  
 The undersigned inspected and to quantities shown been performed in

APPLICATION FOR PAYMENT NO. 1

To City of Corning, California (OWNER). Contract for Corning Municipal Airport  
September 28<sup>th</sup>, 2020. OWNER'S AIP No. 3-06-0053-007-2020 and ACI No. 206658  
through the date of \_\_\_\_\_

ATTACH ITEMIZED LIST

Accompanying Documentation:

GROSS AMOUNT DUE

LESS 10% RETAINAGE

AMOUNT DUE TO DATE

LESS PREVIOUS PAYMENTS

AMOUNT DUE THIS APPLICATION

CONTRACTOR'S Certification:

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

Dated 12-3 2020

Wolda Enterprises, Inc. DBA Arrow  
CONTRACTOR

By [Signature]

ENGINEER'S Recommendation:

This Application [with accompanying documentation] meets the requirements of [ ] and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/7 2020

Armstrong Consultants, Inc. [Signature]



PO Box 385  
 Calpella, CA 95418

<b>Bill To</b>
City of Corning 794 Third Street Corning, CA 96021

<b>Ship To</b>
Corning Airport 930 Margarita Corning, CA 96 Project #2020

P.O. No.	Terms	Due Date	Rep	Ship Date
	Net 30	1/6/2021		10/30/2020

Quantity	Description
1	Bid Item #1- Mobilization
182	Bid Item #2- Aggregate Base Course 8 inches thick
182	Bid Item #3- Concrete Pavement
3,626	Bid Item #4- Chain Link fence
2	Bid Item #5- (2) 16-foot Double Swing Chain link gates (3 ft high, 32 ft total width)
1	Bid Item #6- (1) 4 ft single swing chain link gate (5 ft high, 4 ft total width) w/ Cipher lock
1	Bid Item #7- (2) 8 ft double swing chain link gates (5 ft high, 15 ft total width)
0	Bid Item #8- 20- ft Vertical pivot gate system
0	Bid Item #9- No. 6 A.W.G. 600+ cable, installed in trench, duct bank or conduit
0	Bid Item #10- No. 6 A.W.G. insulated equipment ground cable, installed in trench/duct bank or conduit
200	Bid Item #11- Non-encased Electrical Conduit, PVC 1 1/2 inch
0	Bid Item #12- Electrical Woodhole 12 inch x 12 inch x 12 inch Tier 14