



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION AGENDA  
TUESDAY, JANUARY 28, 2020  
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 are 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: 4:00 p.m.**

**B. ROLL CALL:**

**Council:** Robert Snow  
Jose "Chuy" Valerio  
Dave Demo  
Karen Burnett  
**Mayor:** Douglas Hatley Jr.

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

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

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

**Property:** West Street between Marin and South Streets.

**Under Negotiation:** Value of Property.

**Negotiating Parties:** City: Kristina Miller, City Manager

Corning Elementary School District: Rick Fitzpatrick

**2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:**

**Agency Negotiator:** Greg Einhorn, Labor Relations Consultant

**Bargaining Units:** Management, Public Safety, Dispatcher, and Miscellaneous

**3. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION PURSUANT TO SECTION 54956.9 (d)(4):**

One Case

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

**POSTED: FRIDAY, JANUARY 24, 2020**



**CITY OF CORNING  
CITY COUNCIL MEETING AGENDA  
TUESDAY, JANUARY 28, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

In compliance with the Americans with Disabilities Act, the City of Corning will make available to members of 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: 6:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Robert Snow**

**Jose "Chuy" Valerio**

**Dave Demo**

**Karen Burnett**

**Mayor:**

**Douglas Hatley Jr.**

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

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

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

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

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the following meetings with any necessary corrections:
  - a) December 10, 2020 City Council Closed Session & Regular Meeting; and**
  - b) January 14, 2020 City Council Closed Session & Regular Meeting.****
- 3. January 23, 2020 Claim Warrant in the amount of \$401,042.32.**
- 4. January 23, 2020 Business License Report.**
- 5. Adopt Ordinance 685, an Ordinance amending Chapter 13.08 of the Corning Municipal Code regarding the discontinuation of water service for failure to pay (Second Reading and Adoption).**
- 6. Approve waiver of City Recreational Use Fees for the Corning Union High School's Co-Ed Rain or Shine Softball Program Fundraiser Tournament on April 25<sup>th</sup> – 26<sup>th</sup>.**

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

**I. PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

7. Request City Council direction to seek Bids for disposal of 2000 Westfield Single wide Mobile Home.
8. Adopt Resolution 01-28-2020-01, a Resolution declaring 1219 and 1223 Solano Street as a Public Nuisance, Dangerous Buildings and authorize City Staff to begin abatement procedures.
9. Award Professional Airport Services Contract 2019-6 to Armstrong Consultants for a duration up to five (5) years and authorize the City Manager to sign the Contract.

**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).

**Snow:**

**Valerio:**

**Demo:**

**Burnett:**

**Hatley:**

**N. ADJOURNMENT:**

**POSTED: FRIDAY, JANUARY 24, 2020**



**CITY OF CORNING  
SPECIAL CITY MEETING  
CLOSED SESSION AGENDA MINUTES  
TUESDAY, DECEMBER 10, 2019  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

**Douglas Hatley Jr.**

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.

**C. PUBLIC COMMENTS: None**

**D. REGULAR AGENDA:**

**1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.**

**Two Cases:**

- a. Case No.: 2:18-cv-01550-KJM-AC; and
- b. Case No.: CV24394

**2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:**

**Agency Negotiator: Greg Einhorn, Labor Relations Consultant**

**Bargaining Units: Management, Public Safety, Dispatcher, and Miscellaneous**

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

Mayor Hatley reported that there was no reportable action on Agenda Item D-1 a & b, and Agenda Item D-2 the Council.



**CITY OF CORNING  
CITY COUNCIL MEETING MINUTES  
TUESDAY, DECEMBER 10, 2019  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

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

**B. ROLL CALL:**

**Council:**

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

**Mayor:**

**Douglas Hatley Jr.**

All members of the City Council were present.

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

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

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

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

Corning Police Officer Jeremy Watson was present to acknowledge two of the volunteer members of the Citizens on Patrol: Officer Watson presented a plaque with his badge on it to retired Volunteer Pat Talley for 17 years of service; and introduced Lead Volunteer Dean Johnson.

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

1. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
2. **Waive the reading and approve the Minutes of the November 26, 2019 Closed Session & Regular Meeting of the City Council with any necessary corrections.**
3. **December 4, 2019 Claim Warrant in the amount of \$216,976.79.**
4. **December 4, 2019 Business License Report.**
5. **November Wages & Salaries: \$449,547.77.**
6. **November 2019 Treasurer's Report.**
7. **November 2019 Building Permit Valuation Report in the amount of \$482,901.**
8. **November 2019 City of Corning Wastewater Operations Summary Report.**

Councilor Valerio moved to approve Consent Items 1-8; Councilor Snow seconded the motion. **Ayes: Hatley, Valerio, Snow, Burnett and Demo. Absent/Abstain/Oppose: None. Motion was approved by a 5-0 vote.**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA:** None

**I. PUBLIC HEARINGS AND MEETINGS:**

City Attorney Collin Bogener stated that because Regular Agenda Item 10 was advertised as a Public Hearing, it is requested to be moved from the Regular Agenda and addressed following response to all of the Regular Agenda Items.

**10. Adopt Ordinance No. 682, Repealing Section 17.50.230 and Adding Chapter 17.67 to the City of Corning Municipal Code (First Reading).**

City Attorney Collin Bogener advised the Council that within the motion, please include direction to the Deputy City Clerk to read the Ordinance by title. Contract Planning Consultant John Stoufer then presented Ordinance 682 for first reading. Mr. Stoufer pointed out a few necessary corrections to the Ordinance and briefed the Council on why this is being brought forward as an Ordinance rather than a Resolution stating that as an Ordinance it would be codified into the City's Municipal Code. He also provided a brief explanation of the contents of the Ordinance. Mayor Hatley then opened the Public Hearing and following comments he then closed the Public Hearing. City Manager Miller acknowledge the work of former Planner II Molly Marcussen and Consultant John Stoufer. The Deputy City Clerk then read the Ordinance by Title.

**J. REGULAR AGENDA:**

**9. Award purchase of 16 new Self-Contained Breathing Apparatus (SCBA) in the amount of \$115,305.38 to Bauer Compressors Inc.**

Fire Chief Tom Tomlinson presented the associated information stating that two Bids were received, Bauer Compressors Inc. submitted the low Bid. He then explained the age of the existing SCBA's and the general life use of SCBA's.

Councilor Demo moved to award purchase and authorize Fire Chief Tomlinson to order 16 new Self-Contained Breathing Apparatus (SCBA) in the amount of \$115,305.38 to Bauer Compressors Inc.; and authorize payment upon delivery of new SCBA's to Bauer Compressors Inc. from Breathing App./Fire Capital Replacement Fund 076-9307-2301. Councilor Snow seconded the motion. **Ayes: Hatley, Valerio, Snow, Burnett and Demo. Absent/Abstain/Oppose: None. Motion was approved by a 5-0 vote.**

**11. Modify Condition #46 for Tract Map 05-1003 Phase II & III Stonefox Ranch Subdivision located on the south side of Solano Street, at the Del Norte Ave./Solano St. intersection.**

Presented by Public Works Contract Director Robin Kampman who stated that this item was also advertised in the same Public Hearing Notice and asked if it needed to be moved also; she was informed no by the City Attorney. She then presented a brief history on this item, status on the project, and explanation for the request.

Councilor Burnett moved for Mayor and Council to adopt Factual Sub-Finding and Legal Finding #1 and modify Condition #46 for Tract Map 05-1003 Phase II & III Stonefox Ranch Subdivision; Councilor Snow seconded the motion. **Ayes: Hatley, Valerio, Snow, Burnett and Demo. Absent/Abstain/Oppose: None. Motion was approved by a 5-0 vote.**

**12. Request Council Approval of City sewer service connections for three (3) proposed parcels as shown on Parcel Map 19-03 at 24395 Loleta Avenue (APN #091-290-005-000).**

Presented by Public Works Contract Director Robin Kampman.

Councilor Snow moved to approve City Sewer Service Connections for three proposed parcels as shown on Parcel Map 19-03 at 24395 Loleta Avenue (APN# 091-290-005-000); and authorize City Staff to prepare a will serve letter for Tehama County Environmental Health authorizing the future parcel owners of the Parcels shown on Parcel Map 19-03 to connect to City services once associated Conditions are met. Councilor Demo seconded the motion. **Ayes: Hatley, Valerio, Snow, Burnett and Demo. Absent/Abstain/Oppose: None. Motion was approved by a 5-0 vote.**

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

**L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None**

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

**Snow:** Reported that there was a Spaghetti Feed last Saturday to benefit the Ronald McDonald House, \$1,250 was made.

**Valerio:** Reported that the Chamber of Commerce Holiday Mixer will be held at the Mechanic Bank at 5:30 p.m. on Thursday.

**Demo: None**

**Burnett:** Reported on attendance at the Hometown Lighted Christmas Parade, Pancake Breakfast, and Craft Fair.

**Hatley:** Stoneycreek Muzzel Loaders will be having their toy shot on Saturday, bring a toy of \$10 or less unwrapped which is your entry fee. The Corning Fire Department will be cooking. All proceeds go back to the Fire Department for local kids.

City Manager Kristina Miller announced that Edward Jones and Interland Business created a "Keep it Corning Challenge", for every \$50 spent locally you can get a ticker to win \$500 as a raffle.

**N. ADJOURNMENT: 7:02 p.m.**

---

**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, JANUARY 14, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**A. CALL TO ORDER: 4:05 p.m.**

**B. ROLL CALL:**

**Council:** Robert Snow  
Jose "Chuy" Valerio  
Dave Demo  
Karen Burnett  
**Mayor:** Douglas Hatley Jr.

All members of the City Council were present except Councilman Valerio.

**C. PUBLIC COMMENTS: None**

**D. REGULAR AGENDA:**

**1. CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.**

**Two Cases:**

- a. Case No.: 2:18-cv-01550-KJM-AC; and**
- b. Case No.: CV24394**

**2. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:**

**Agency Negotiator: Greg Einhorn, Labor Relations Consultant  
Bargaining Units: Management, Public Safety, Dispatcher, and Miscellaneous**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 5:28 p.m.**

Mayor Hatley reported that Council met in closed session and there was no reportable action on item 1 a & b; and Council gave Staff direction on item 2.

---

**Lisa M. Linnet, City Clerk**



**CITY OF CORNING  
CITY COUNCIL MEETING AGENDA  
TUESDAY, JANUARY 14, 2020  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

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

**B. ROLL CALL:**

**Council:** Robert Snow  
Jose "Chuy" Valerio  
Dave Demo  
Karen Burnett  
**Mayor:** Douglas Hatley Jr.

All members of the City Council were present.

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

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

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

1. **Proclamation: January 2020 as Human Trafficking Prevention Awareness Month in the City of Corning.** Maggie Michael, CalWorks Advocate was present to accept the Proclamation and provided informational handouts to the City Council.
2. **Proclamation: January 2020 as National Stalking Awareness Month in the City of Corning.** CalWorks Advocate Maggie Michael was present to accept the Proclamation.
3. **Proclamation: January 27<sup>th</sup> – 31<sup>st</sup>, 2020 as “The Great Kindness Challenge”.** Erin Luevana, Tehama County Department of Education Recreation Specialist, SERRF Expanded Learning Program was present to accept the Proclamation. Mayor Hatley stated that Olive View School will be celebrating the Challenge on the 27<sup>th</sup> through 31<sup>st</sup> and encouraged Council members to stop by if able.

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

A member of the Community was present to express her interest in creating a Community Garden in one of the City's Parks. Councilman Valerio stated he thought this was a great idea. A member of the audience suggested taking the suggestion to the Boy Scouts as it sounds like a good Eagle Scout Project. A suggestion was made for her to come in and discuss the idea with City Staff to see if there is a viable location. With Council support she was directed to come in and speak with Recreation Coordinator/Planner 1 Crissy Meeds.

City Manager Kristina Miller welcomed City Clerk Lisa Linnet back.

**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 December 10, 2019 Closed Session & Regular Meeting of the City Council with any necessary corrections. (Pulled, to be presented at the next meeting.)**
6. **January 8, 2020 Claim Warrant in the amount of \$547,611.56.**
7. **January 8, 2020 Business License Report.**
8. **December Wages & Salaries: \$358,288.66.**
9. **December 2019 Treasurer's Report.**
10. **December 2019 Building Permit Valuation Report in the amount of \$5,806,117.00.**
11. **December 2019 City of Corning Wastewater Operations Summary Report.**
12. **Adopt Ordinance No. 682, Repealing Section 17.50.230 and Adding Chapter 17.67 to the City of Corning Municipal Code (Second Reading & Adoption).**
13. **Accept Resignation from Recreation Commission Chairperson James Dodge effective immediately.**
14. **Approve recommendation of Meredith Allen for appointment to the City Recreation Commission.**

Councilor Valerio moved to approve Consent Items 4-14; Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Burnett and Demo. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA:** None

**I. PUBLIC HEARINGS AND MEETINGS:** None

**J. REGULAR AGENDA:**

**15. Appoint Vice-Mayor and City Representatives to Various Commissions/Committees.** Councilor Demo moved to approve the Mayors recommended appointment of Vice Mayor and Representatives to the below listed Committees, Commissions and Boards. Councilor Burnett seconded the motion. **Ayes: Hatley, Snow, Valerio, Burnett and Demo. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

**Vice Mayor:** Councilman Robert Snow.



**Tehama County Transportation Commission:** Douglas Hatley, Alternate: Dave Demo  
**Tehama County Indian Gaming Local Community Benefit Committee:** Douglas Hatley and Lisa M. Linnet.  
**Wayfinding Signs Adhoc Committee:** Karen Burnett and Douglas Hatley  
**LAFCO (Tehama County Local Agency Formation Commission):** Dave Demo  
**Tehama County Heritage Committee:** Darlene Dickison  
**Tehama County Community Action Agency:** Karen Burnett  
**Tehama County Solid Waste Management Agency (JPA):** Dave Demo, Alternate: Doug Hatley  
**3CORE:** Kristina Miller and Doug Hatley  
**Corning Chamber of Commerce Non-Voting Representative:** Jose "Chuy" Valerio  
**Everett Freeman Promise Program Grant Steering Committee:** Tony Cardenas and Jeremiah Fears  
**Corning Community Foundation:** Karen Burnett  
**Senior Center Representative:** Dave Demo  
**Tehama Vehicle Abatement Authority:** Ron Robbins  
**NCCSIF:** Kristina Miller and Tom Watson  
**Airport Land Use Commission:** Louis Davies, City Airport Commissioner  
**Mosquito Abatement Authority:** Ross Turner  
**Tehama County Flood Control & Water Conservation District Groundwater Commission:** Kristina Miller  
**AB3030 TAC:** Steve Lindeman  
**Tehama County Integrated Waste Management Task Force (AB939):** Steve Lindeman

**16. Approve Agreement with the Paskenta Band of Nomlaki Indians for the City to provide Independent Contractor Services to the Tribe.**

Presented by City Manager Miller who announced that this is our third Agreement with the Tribe for these grant funds. This year's grant funding has been reduced to \$75,000 for the term of January 1, 2020 through December 31, 2020. She stated that the annual cost to operate the Program in calendar year 2019 was \$118,000 excluding the City Manager's unreimbursed personnel time, the estimated cost for calendar year 2020 to the General Fund is \$43,000. She further stated that it is expected this will be the last year the City is to receive this grant and ended by stating that a soft-match of \$5,000 per month through administrative support, facility usage, volunteers, and/or direct support is required.

City Manager Miller also announced that the City would not receive a response to our recent Park Grant application until February.

City Councilor Burnett and Recreation Coordinator Crissy Meeds stated how well the Recreation Programs are doing and the overwhelming participation and support received by the community.

Councilor Burnett moved to approve Agreement for the 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 authorize the City Manager to sign all associated documents. Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Burnett and Demo. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

**17. Award Palm Tree Pruning Project to West Coast Arborists, Inc. in the amount of \$145.00 per tree.**

Presented by Public Works Director Consultant Robin Kampmann who stated that we plan on adding an additional 165 trees to the bid as a result of the Bid received which still allows the City to stay within the budgeted \$40,000. She then named the tree pruning locations. Councilor Snow asked about the Bid process due to concerns that only one bid was received. Mrs. Kampmann explained the extensive outreach done and the Bid process followed.

Councilor Snow moved to award the Bid for the City Palm Tree Pruning to West Coast Arborists, Inc. in the amount of \$145 per tree, not to exceed \$40,000 and authorize the City Manager to execute the Contract. Councilor Demo seconded the motion. **Ayes: Hatley, Snow, Valerio, Burnett and Demo. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

**18. Adopt Resolution No. 01-14-2020-01 establishing an Administrative Policy for Utility Billing.**

Presented by City Attorney Collin Bogener stating that the next two items are related. He explained that the proposed Administrative Policy for Utility Billing and proposed Ordinance 685 (Items 18 and 19) are a direct result of recent legislation, specifically SB 99A, the Water Shutoff Protection Act. They are being proposed to change the City's Municipal Code so that our Code will comply with the Law. He also explained the changes the law requires, the specific qualifying criteria, and he emphasized that this is necessary to meet the February 1<sup>st</sup> deadline for compliance.

Council members asked questions relating to whether the City's current computer programming can accommodate the required changes and relating to the various qualifying criteria. These were addressed by Mr. Bogener and City Manager Miller. City Manager Miller specifically responded to the question relating to the computer software and stated that the City's existing accounting software is very antiquated, however the City's Accounting Manager Mary Brimm is currently working with our accounting software support team to see if changes/updates can be made to the existing system to assist with compliance. She has also been looking into costs associated with purchasing new more efficient accounting software however it is very expensive and not budgeted at this time. Ms. Miller announced that, after working with the City Attorney and the City's Accounting Manager, the City has amended the current water discontinuation policy in order to allow us to comply.

Councilor Snow moved for Mayor and Council to adopt Resolution No. 01-14-2020-01, a Resolution establishing an Administrative Police for Utility Billing; Councilor Burnett seconded the motion. **Ayes: Hatley, Snow, Valerio, Burnett and Demo. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.**

**19. Adopt Ordinance 685, an Ordinance amending Chapter 13.08 of the Corning Municipal Code regarding the discontinuation of water service for failure to pay (Introduction and 1<sup>st</sup> Reading).**

City Attorney Collin Bogener presented this item stating, as explained in the previous item, the changes suggested will bring the City's Municipal Code into compliance with the new legislation.

Councilor Snow moved to introduce for first reading, Ordinance No. 685, an Ordinance amending Chapter 13.08 of the Corning Municipal Code regarding the discontinuation of water service for failure to pay and direct the City Clerk to read the Ordinance by title only. Councilor Demo seconded the motion. **Ayes: Hatley, Snow, Valerio, Burnett and Demo. Absent/Abstain/Opposed: None. Motion was approved by a vote of 5-0.** The City Clerk then read the Ordinance by title.

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

**L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None**

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

**Snow:** None

**Valerio:** Reported the date (February 1<sup>st</sup>), time (5:30 p.m.) and location (Corning Veterans Memorial Hall) of the Corning Chamber of Commerce Installation Dinner.

**Demo:** Reported on his attendance JPA (Tehama County Solid Waste Management Agency Board meeting last Monday. He reported that they are close to moving forward with the Green Waste recycling. He also reported that he attended the Senior Center Meeting.

**Burnett:** Announced the January 20<sup>th</sup> brunch at the Senior Center, pancakes for \$5 from 10 a.m. to 11 a.m.

**Hatley:** Announced that he attended the Spaghetti Dinner fund raiser for Alfred Souza at Paskenta, the benefit raised \$16,000. Good turn out.

**N. ADJOURNMENT: 7:17 p.m.**

---

**Lisa M. Linnet, City Clerk**

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** January 23, 2020

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday January 28, 2020 Council Meeting

---

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

A.	Cash Disbursements	Ending 01-23-20	\$	329,223.76
B.	Payroll Disbursements	Ending 01-16-20	\$	71,818.56

**GRAND TOTAL \$ 401,042.32**

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
28786	01/13/20	BUR08	BURNETT, KAREN S.	45.00	.00	45.00	200113	REC INSTRUCTOR-REC
28787	01/13/20	CHI13	CHICO PRINCESS PARTIES, L	285.00	.00	285.00	200110	REC INSTRUCTOR-REC
28788	01/13/20	GAB00	GABBARD, BRYAN	150.00	.00	150.00	200110	REC INSTRUCTOR-REC
28789	01/13/20	PAT04	PATTON, JACQUELINE	165.00	.00	165.00	200110	REC INSTRUCTOR-REC
28790	01/13/20	ROD10	RODRIGUEZ, JESENIA	195.00	.00	195.00	200110	REC INSTRUCTOR-REC
28791	01/13/20	VIN00	VINSON, MADELYN F.	33.75	.00	33.75	200110	REC INSTRUCTOR-REC
28792	01/13/20	WEB02	WEBSTER, WAYNE C.	232.50	.00	232.50	200110	REC INSTRUCTOR-REC
28793	01/16/20	ACC00	ACCESS INFORMATION MANAGE	195.53	.00	195.53	7878826	EQUIP MAINT-GEN CITY
28794	01/16/20	AIR00	AIRGAS USA, LLC	58.05	.00	58.05	996771928	MAT & SUPPLIES-FIRE
28795	01/16/20	BAS01	BASIC LABORATORY, INC	663.40	.00	663.40	2000280	ProfServices Water Dept
				135.80	.00	135.80	2000332	ProfServices Water Dept
			Check Total.....:	799.20	.00	799.20		
28796	01/16/20	BEN06	BEN'S TRUCK & EQUIPMENT,	6487.00	.00	6487.00	COC1219	SWR LINE REPLAC-SWR IMPRO
28797	01/16/20	COM01	COMPUTER LOGISTICS, INC	2478.25	.00	2478.25	81103	COMP REPLAC-POLICE
				2860.00	.00	2860.00	81127	EQUIP MAINT-
			Check Total.....:	5338.25	.00	5338.25		
28798	01/16/20	CON08	CONSTELLATION - EXELON GE	4867.08	.00	4867.08	201912	ELECT-
28799	01/16/20	COR11	CORNING SAFE & LOCK	85.00	.00	85.00	0602	ADA POOL-BLD MAINT
28800	01/16/20	CRO05	CROSS PETROLEUM	53.11	.00	53.11	1414907IN	LANDSCAPE MAINT-PARKS
28801	01/16/20	DEP12	DEPT OF JUSTICE	64.00	.00	64.00	424880	PROF SVCS-
28802	01/16/20	INF00	INFRAMARK, LLC	8894.20	.00	8894.20	47295	PROF SVCS-WWTP
				59978.96	.00	59978.96	47695	PROF SVCS-
			Check Total.....:	68873.16	.00	68873.16		
28803	01/16/20	OFF01	OFFICE DEPOT, INC.	89.95	.00	89.95	422989773	OFFICE SUPPLIES-DISPATCH
28804	01/16/20	QUI02	QUILL CORPORATION	138.41	.00	138.41	3713734	OFFICE SUPPLIES-
				34.46	.00	34.46	3766962	OFFICE SUPPLIES-BLD & SAF
				33.39	.00	33.39	3900220	MAT & SUPPLIES-REC
				91.57	.00	91.57	3901034	OFFICE SUPPLIES-
				19.37	.00	19.37	3932784	MAT & SUPPLIES-REC
			Check Total.....:	317.20	.00	317.20		
28805	01/16/20	TEH13	TEHAMA CO AUDITOR	437.50	.00	437.50	191231	PkngCiteToCnty Police Ser
28806	01/16/20	TEH15	TEHAMA CO SHERIFF'S DEPT	24.50	.00	24.50	200109	PROF SVCS-
28807	01/16/20	TEH28	TEHAMA CO HEALTH AGENCY	202.34	.00	202.34	190913A	EMP PHYSICALS-PW ADMIN
28808	01/16/20	TEH38	TEHAMA COUNTY ANIMAL SERV	11069.31	.00	11069.31	2019-156	PROF SVCS-ACO
28809	01/16/20	TRI02	TRI-COUNTY NEWSPAPERS	156.20	.00	156.20	00248843	Print/Advert. City Clerk
				82.34	.00	82.34	00249317	Print/Advert. City Clerk
			Check Total.....:	238.54	.00	238.54		
28810	01/16/20	VER02	VERIZON WIRELESS	190.05	.00	190.05	984538322	PROP 30-MDC
28811	01/16/20	WAL11	WALBERG INC.	36974.89	.00	36974.89	5390	SWR LINE REPLAC-SWR IMPRO
28812	01/16/20	WAS01	WASTE MANAGEMENT OF	130273.41	.00	130273.41	191231	WASTE MGMT PYMT-SOLID WAS
28813	01/16/20	XER00	XEROX CORPORATION	121.04	.00	121.04	099139318	EQUIP MAINT-DISPATCH
28814	01/17/20	COR09	CORNING CHAMBER OF COMM.	150.00	.00	150.00	200117	CONF/MTGS-
28815	01/22/20	ALP00	ALPHA & OMEGA DRAIN CLEAN	145.00	.00	145.00	006796	PROF SVCS-WWTP
28816	01/22/20	BAS01	BASIC LABORATORY, INC	135.80	.00	135.80	2000633	ProfServices Water Dept
28817	01/22/20	BEN03	LEXISNEXIS MATTHEW BENDER	130.54	.00	130.54	16513428	BOOKS/PERIODICS-LIBRARY
28818	01/22/20	BUR08	BURNETT, KAREN S.	45.00	.00	45.00	1/11-1/24	REC INSTRUCTOR-REC
28819	01/22/20	CEN14	CENTER FOR EVALUATION & R	7665.00	.00	7665.00	202001	PROP 47-DATA COLL & EVAL
28820	01/22/20	COM01	COMPUTER LOGISTICS, INC	200.00	.00	200.00	81128	EQUIP MAINT-DISPATCH

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
28821	01/22/20	COM06	COMCAST	23.74	.00	23.74	200109	COMMUNICATIONS-PW ADMIN
28822	01/22/20	COR11	CORNING SAFE & LOCK	36.64	.00	36.64	0612	MAT & SUPPLIES-STR
28823	01/22/20	CRO05	CROSS PETROLEUM	1428.90	.00	1428.90	CL91538	MAT & SUPPLIES-
28824	01/22/20	DEP03	DEPT OF TRANS/CAL TRANS	289.04	.00	289.04	SL200397	Equip.Maint. St&Trf Light
28825	01/22/20	DHT00	DH TOOLS INC	1615.17	.00	1615.17	010820942	SMALL TOOLS-
28826	01/22/20	EMP03	EMPOWER TEHAMA	1500.00	.00	1500.00	SART11181	PROF SVCS-POLICE
28827	01/22/20	FMR01	FM RICHELIEU ENGINEERING	660.00	.00	660.00	2020-1501	PROF SVCS-BLD & SAFETY
28828	01/22/20	GRA02	GRAINGER, W.W., INC	17.32	.00	17.32	940942816	SAFETY ITEMS-PW ADMIN
				21.03	.00	21.03	940960469	SAFETY ITEMS-PW ADMIN
			Check Total.....:	38.35	.00	38.35		
28829	01/22/20	KNI00	KNIFE RIVER CONSTRUCTION	596.80	.00	596.80	224566	A/C CITYWIDE-STR
28830	01/22/20	LNC01	LN CURTIS & SONS	452.55	.00	452.55	INV351550	SAFETY ITEMS-FIRE
28831	01/22/20	MO007	MOORE & BOGENER, INC.	2291.26	.00	2291.26	9859	CONSULT LIT-
				6581.45	.00	6581.45	10010	CONSULT LIT-
			Check Total.....:	8872.71	.00	8872.71		
28832	01/22/20	MUN03	MUNNELL & SHERRILL, INC.	131.80	.00	131.80	325063	MAT & SUPPLIES-
28833	01/22/20	PGE01	PG&E	16747.41	.00	16747.41	200110	Electricity General City-
28834	01/22/20	PGE09	PG&E	204.58	.00	204.58	200115	ELECT-STONEFOX L&L-21, D2
28835	01/22/20	PGE2A	PG&E	42.45	.00	42.45	200115	ELECT-BLUE HERON CT
28836	01/22/20	QUI02	QUILL CORPORATION	104.51	.00	104.51	4055179	EQUIP MAINT-FIRE
				38.76	.00	38.76	4055451	MAT & SUPPLIES-FIRE
				86.19	.00	86.19	4065491	OFFICE SUPPLIES-FIRE
				89.74	.00	89.74	4093848	MAT & SUPPLIES-FIRE
			Check Total.....:	319.20	.00	319.20		
28837	01/22/20	RED14	RED BLUFF OUTDOOR POWER,	270.56	.00	270.56	45715791	MAT & SUPPLIES-STR
28838	01/22/20	RED15	RED TRUCK ROCK YARD, LLC	145.46	.00	145.46	1092	MAT & SUPPLIES-STR
28839	01/22/20	REY01	REYNOLDS, DONALD C.P.A	4000.00	.00	4000.00	27891	PROF SVCS-FINANCE
				950.00	.00	950.00	27892	PROF SVCS-FINANCE
			Check Total.....:	4950.00	.00	4950.00		
28840	01/22/20	SCP00	SCP DISTRIBUTORS LLC	715.74	.00	715.74	SN035054	MAT & SUPPLIES-WTR
28841	01/22/20	SUB01	SUBURBAN PROPANE	60.00	.00	60.00	23612	PROPANE-AIRPORT
28842	01/23/20	ATT13	AT&T	757.43	.00	757.43	200111	COMMUNICATIONS-DISPATCH
28843	01/23/20	CRE03	CREATIVE PRODUCT SOURCE,	246.35	.00	246.35	CPI083477	TRAINING/ED-FIRE
28844	01/23/20	CRO05	CROSS PETROLEUM	1262.99	.00	1262.99	CL91539	VEH OP/MAINT-
28845	01/23/20	DEP03	DEPT OF TRANS/CAL TRANS	68.95	.00	68.95	20006510	Equip.Maint. St&Trf Light
28846	01/23/20	DEP12	DEPT OF JUSTICE	105.00	.00	105.00	429528	PROF SVCS-POLICE
28847	01/23/20	DIV02	DIVISION OF STATE ARCHITE	11.20	.00	11.20	20200122	PROF SVCS-FINANCE
28848	01/23/20	NOR47	NORTHSTAR	75.00	.00	75.00	75269	PROF SVCS-PW ADMIN
				7612.50	.00	7612.50	75270	PROF SVCS-PW ADMIN
			Check Total.....:	7687.50	.00	7687.50		
28849	01/23/20	PAT04	PATTON, JACQUELINE	630.00	.00	630.00	200123	REC INSTRUCTOR-REC
28850	01/23/20	PRE07	PRECISION WIRELESS SERVIC	1500.00	.00	1500.00	36714	EQUIP MAINT-DISPATCH
28851	01/23/20	QUI02	QUILL CORPORATION	328.72	.00	328.72	4055932	OFFICE SUPPLIES-FINANCE
28852	01/23/20	SAF05	SAFARILAND, LLC	54.48	.00	54.48	I01026248	MAT & SUPPLIES-POLICE
				96.93	.00	96.93	I01026283	MAT & SUPPLIES-POLICE
			Check Total.....:	151.41	.00	151.41		
28853	01/23/20	TEH34	TEHAMA COUNTY PROBATION	58.18	.00	58.18	2019-12	CITY HALL EXTER-BLD MAINT
28854	01/23/20	THO07	THOMSON REUTERS - WEST	573.23	.00	573.23	613252267	MAT & SUPPLIES-POLICE

REPORT.: Jan 23 20 Thursday  
UN....: Jan 23 20 Time: 10:34  
un By.: LORI SIMS

CITY OF CORNING  
Cash Disbursement Detail Report  
Check Listing for 01-20 Bank Account.: 1020

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

Check umber	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
28855	01/23/20	WEB02	WEBSTER, WAYNE C.	405.00	.00	405.00	1-11-1/24	REC INSTRUCTOR-REC
Cash Account Total.....:				329223.76	.00	329223.76		
Total Disbursements.....:				329223.76	.00	329223.76		
Cash Account Total.....:				.00	.00	.00		

check umber	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
11769	01/16/20	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	C00115	POLICE OFFICER ASSOC
11770	01/16/20	BAN06	BANNER BANK	6428.62	.00	6428.62	C00115	HSA DEDUCTIBLE
11771	01/16/20	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	C00115	WITHHOLDING ORDER
11772	01/16/20	EDD01	EMPLOYMENT DEVELOPMENT	4824.22 1274.35	.00 .00	4824.22 1274.35	C00115 1C00115	STATE INCOME TAX SDI
			Check Total.....:	6098.57	.00	6098.57		
11773	01/16/20	FED00	FEDERAL PAYROLL TAXES (EF	12635.43 15217.32 3559.00	.00 .00 .00	12635.43 15217.32 3559.00	C00115 1C00115 2C00115	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....:	31411.75	.00	31411.75		
11774	01/16/20	ICM01	ICMA RETIREMENT TRUST-457	986.69 140.00	.00 .00	986.69 140.00	C00115 1C00115	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....:	1126.69	.00	1126.69		
11775	01/16/20	PERS1	PUBLIC EMPLOYEES RETIRE	21748.94	.00	21748.94	C00115	PERS PAYROLL REMITTANCE
11776	01/16/20	PERS4	Cal Pers 457 Def. Comp	1813.43 475.00	.00 .00	1813.43 475.00	C00115 1C00115	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....:	2288.43	.00	2288.43		
11777	01/16/20	VAL06	VALIC	2072.10 180.00	.00 .00	2072.10 180.00	C00115 1C00115	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....:	2252.10	.00	2252.10		
			Cash Account Total.....:	71818.56	.00	71818.56		
			Total Disbursements.....:	71818.56	.00	71818.56		

Date.: Jan 23, 2020  
Time.: 10:50 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
... C ELECTRIC AND SER	286 NEW CT	OAKDALE, CA 95361	ELECTRICAL CONTRACTOR	01/09/20
... ADDON HEATING AND C	135 MASON CIRCLE, STE. L	CONCORD, CA 94520	HEATING AND AIR CONDITIONING CONTRACTOR	01/17/20
... MIKE CAREY CONSTRUCT	14 IRON HORSE LANE	OROVILLE, CA 95966	CONTRACTOR	01/09/20
... TOWER MEDICS	9125 CECILE WAY	SACRAMENTO, CA 95826	ELECTRICAL CONTRACTOR	01/21/20



**ITEM NO.: G-5  
ADOPT ORDINANCE NO. 685, AN  
ORDINANCE AMENDING CHAPTER 13.08  
OF THE CORNING MUNICIPAL CODE  
REGARDING THE DISCONTINUATION OF  
WATER SERVICE FOR FAILURE TO PAY  
(Second Reading & Adoption)**

**January 14, 2020**

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

**SUMMARY:**

Proposed Ordinance 685 was introduced to the City Council at the January 14, 2020 meeting by City Attorney Collin Bogener. Mr. Bogener explained that the changes suggested in the Ordinance will bring the City's Municipal Code into compliance with new State Legislation. The Ordinance is now being brought back to Council for final adoption.

**BACKGROUND:**

On September 28, 2018, Governor Brown signed into law, Senate Bill (SB) 998, the Water Shutoff Protection Act, which changes the requirements and procedures relative to the discontinuation of residential water service for non-payment beginning February 1, 2020 for any urban water supplier (provides over 3,000 connections).

SB 998 requires every urban and community water system with more than 200 service connections to have a written policy on discontinuation of water service for nonpayment. That policy must be available on the water supplier's website. The policy must be in five languages in addition to English, listed in Civil Code Section 1632 (Spanish, Chinese, Korean, Vietnamese and Tagalog) and in any other language spoken by at least 10% of the people residing within the system's service area.

SB998 sets forth the specific provisions and requirements for water service discontinuation, which includes a 60-day waiting period before service can be discontinued. The water supplier will also be required to contact, by telephone or in writing, the customer named on the account at least seven (7) business days before discontinuing service. If notice is given by telephone, the system must: (a) offer to provide the customer the system's written policy on discontinuation of water service; and (b) offer to discuss options to avoid discontinuing water service, including alternative payment schedules, deferred payments, minimum payments, amortization and bill review and appeal. The new law also includes required processes if the water supplier is unable to contact the customer as well as a specific mandate for a customer appeals process.

SB 998 also offers opportunities for payment arrangements, provisions for low-income customers and very specified conditions and/or circumstances which a water supplier will be prohibited from discontinuing water service for non-payment.

SB 998 also mandates that water suppliers must report annually on its website and to the State Water Resources Control Board the number of service discontinuations for inability to pay. The State Water Resources Control Board (State Board) must post that information on its website. Community water systems subject to all the requirements set forth above who fail to comply with the requirements of this new law will be subject to enforcement by the State Board and the California Attorney General.

The proposed change to the Corning Municipal Code ensures that the City is compliant with SB 998 by removing language allowing the City to terminate water service for non-payment in a period less than 60-days. Instead, the proposed Ordinance will allow the City Council to set forth the discontinuation policy through a Resolution which was adopted by the City Council at the January 14, 2020 City Council meeting.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- **ACCEPT FOR SECOND READING AND ADOPT ORDINANCE NO. 685, AN ORDINANCE AMENDING CHAPTER 13.08 OF THE CORNING MUNICIPAL CODE REGARDING THE DISCONTINUATION OF WATER SERVICE FOR FAILURE TO PAY; AND**
- **DIRECT THE CITY CLERK TO READ THE ORDINANCE BY TITLE AND PUBLISH THE ORDINANCE AS REQUIRED BY LAW.**

**ORDINANCE NO. 685**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING AMENDING CHAPTER 13.08 "WATER SERVICE REGULATION" TO THE CITY OF CORNING MUNICIPAL CODE TO REVISE THE PROCEDURES FOR DISCONTINUATION OF WATER SERVICE DUE TO FAILURE TO PAY**

**THE CITY COUNCIL OF THE CITY OF CORNING** does hereby find, determine and declare as follows:

**WHEREAS**, the City of Corning (the "City") is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, the City owns and operates a public water system that supplies water to residential, commercial, and industrial customers throughout the City's jurisdiction; and

**WHEREAS**, in 2018, the California Legislature adopted Senate Bill 998 which expanded protections to customers regarding the discontinuation of water service for nonpayment. SB 998 requires all urban and community water systems that supplies water to over 200 service connections to develop a written policy on discontinuation, and that said policy be available on the City's website and be provided to customers upon request. The bill further prohibits an urban and community water system from discontinuing residential service for non-payment until a payment by a customer has been delinquent for at least 60 days; and

**WHEREAS**, the City Council of the City of Corning seeks to amend Chapter 13.08 of Title 13 of the Corning Municipal Code to ensure consistency with the requirements of SB 998 and related laws.

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

**SECTION 1. Chapter 13.08 "WATER SERVICE REGULATION" of Title 13 "Public Services" of the City of Corning Municipal Code is hereby added to read as follows:**

**Chapter 13.08 Water Service Regulations**

**13.08.130 - Water Fees-Payment.**

All money due from water rentals and sales shall be due and payable to the city finance department at City Hall within five days, commencing on the first day of the month following the period for which the billing is made. The city council may, by resolution, provide that billings shall be made monthly, bimonthly, quarterly, or otherwise as may appear to be to the economic advantage of the city. If any person permits water rentals to become delinquent for a period of two months, the water service shall be turned off and water cut off from the premises and shall not be turned on again until all water rents and charges are paid in full, accompanied by such fee for reinstatement as may be fixed by the council, by resolution. The process for discontinuation of water service shall be set forth in a policy passed by the city council through resolution.

**Section 13.08.150 Charges as lien--Nonpayment--Disconnection.**

Any charge levied by the City by or pursuant to this chapter or the resolutions made pursuant to the authority hereof on any premises within the corporate limits of the City having a connection to the City water distribution system is made a lien upon the premises.

This Ordinance shall take effect 30 days after its final passage, the welfare of the City of Corning requiring it.

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 14, 2020, and enacted at a regular meeting of the City Council of the City of Corning held on January 28, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Douglas Hatley, Jr., Mayor**

**ATTEST:**

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

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Ordinance (Ordinance 685) was duly introduced to the City Council of the City of Corning at a regular meeting of said Council held on January 14, 2020 and adopted at a regular meeting of the City Council on January 28, 2018 by the votes listed above.


\_\_\_\_\_  
**Lisa M. Linnet, City Clerk**

**Published: Thursday, February 6, 2020**

**Lisa M. Linnet, City Clerk**

ITEM NO: G-4  
APPROVE WAIVER OF  
RECREATIONAL USE FEES FOR  
THE CORNING UNION HIGH  
SCHOOL CO-ED RAIN OR SHINE  
SOFTBALL PROGRAM  
FUNDRAISER TOURNAMENT ON  
APRIL 25<sup>th</sup> 26<sup>th</sup>

January 28, 2020

TO: HONORABLE MAJOR AND COUCLMEMBERS  
FROM: KRISTINA MILLER, CITY MANAGER   
LISA M. LINNET, ADMINISTRATIVE ASSISTANT

**SUMMARY:**

Justin Eckenrod, head Varsity Softball Coach at Corning Union High School has submitted an email (see attached) to the City Council requesting a waiver of the Recreational Use Fees for the use of Yost Park for the Corning High School's Softball Program fundraising "Rain or Shine" Co-Ed Softball Tournament. The tournament is scheduled for April 25<sup>th</sup> and 26<sup>th</sup>.

**BACKGROUND:**

On many occasions the Corning High School District has allowed the City to use their facilities at no cost for City meetings when needed, as well as for some of the Recreation Department Programs. They are now requesting to use Yost Park for a fundraising rain or shine softball tournament on April 25<sup>th</sup> and 26<sup>th</sup> and are seeking a waiver of associated recreational use fees.

Staff requests City Council approval to waive all recreational fees normally charged (\$100 refundable fees and \$166 non-refundable fees) for this fundraiser. The recreational fees normally charged are:

\$75 Cleanup deposit  
\$25 Key deposit  
**\$100 Refundable**  
\$16 Weekend Field Light Fee  
\$150 Weekend Use Fee  
**\$166 Non-Refundable**

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE USE OF YOST PARK ON APRIL 25<sup>th</sup> AND 26<sup>th</sup>, 2020 FOR THE CORNING HIGH SCHOOL RAIN OR SHINE SOFTBALL TOURNAMENT FUNDRAISER AND WAIVE ASSOCIATED RECREATIONAL USE FEES.**

## Lisa Linnet

---

**From:** Angela Johnson-Garman  
**Sent:** Thursday, January 23, 2020 2:04 PM  
**To:** Lisa Linnet  
**Subject:** FW: Fee Waiver Request

---

**From:** Justin Eckenrod <Justin@slaterandson.com>  
**Sent:** Thursday, January 23, 2020 1:39 PM  
**To:** Angela Johnson-Garman <angela@corning.org>  
**Cc:** Brant Mesker <BMesker@co.tehama.ca.us>; Jessica Flores <jflores@corninghs.org>  
**Subject:** RE: Fee Waiver Request

---

**From:** Justin Eckenrod  
**Sent:** Thursday, January 23, 2020 1:37 PM  
**To:** [angela@conring.org](mailto:angela@conring.org)  
**Cc:** Brant Mesker <[BMesker@co.tehama.ca.us](mailto:BMesker@co.tehama.ca.us)>; Jessica Flores <[jflores@corninghs.org](mailto:jflores@corninghs.org)>  
**Subject:** Fee Waiver Request

To Whom it may concern,

My name is Justin Eckenrod, I am the head Varsity Softball Coach at CUHS. I am working with the Tusker Mesker Foundation to host a Co-ed Softball tournament April 25/26 as fundraiser for our softball program. It would be greatly appreciated if the City of Corning would consider waiving the Use Fees for this event.

Thank you in advance for the consideration! Feel free to contact myself or Brant Mesker if you have any questions.

*Justin Eckenrod, Assoc. DBIA,  
Senior Project Superintendent*

  
**Slater & Son**  
3753 Morehead Ave.  
Chico, CA. 95928  
P (530) 893-3333  
F (530) 893-1774  
C (530) 966-7039

Visit our website &  
Like Us on Facebook



Confirmed use is for  
Yost Park + is a Rain or  
shine tournament.  
LML

ITEM NO.: J- 7  
REQUEST CITY COUNCIL  
DIRECTION TO SEEK BIDS  
FOR DISPOSAL OF 2000  
WESTFIELD SINGLE WIDE  
MOBILE HOME

January 28, 2020

TO: HONORABLE COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER  
LISA M. LINNET, CITY CLERK



**BACKGROUND:**

The City currently has a 2000 Westfield single wide mobile home that in previous years was used for a residence at the City's former Animal Shelter by the contracted caretaker and Second Chance Pet Rescue member. Upon the Caretaker's retirement, and following installation of new flooring, the mobile was used for storage and as an office. As a result of contracting with the County for licensing and animal housing services and the resulting closure of the City's Animal Shelter, the City has no need for this mobile.

Contact has been made with surrounding county jurisdictions, specifically Tehama, Glenn, Butte, and Shasta to determine their regulations regarding placement of older model mobile homes. The following is the information received:

- ❖ **Glenn County** allows mobile homes that are 1980's to present.
- ❖ **Butte County** allows mobile homes 10 yrs. old or newer only.
- ❖ **Tehama County** allows mobile homes 10 yrs. old or newer only.
- ❖ **Shasta County** most of the County allows mobile home 10 years old or newer with the following exceptions:
  - If was an existing older model mobile home in area affected by the CARR Fire; and
  - Designated rural zoning areas.

Staff now seeks City Council direction to dispose the Mobile Home by advertising request for Bids on Craigslist, Facebook Marketplace, the City's website and by newspaper due no later than March 17<sup>th</sup> at 5:00 p.m.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL DIRECT STAFF TO SEEK BIDS FOR THE 2000 WESTFIELD SINGLE WIDE MOBILE HOME BY METHOD LISTED ABOVE.**

**ITEM NO: J- 8**  
**ADOPT RESOLUTION 01-28-2020-01, A  
RESOLUTION DECLARING 1219 & 1223  
SOLANO STREET AS A PUBLIC  
NUISANCE, DANGEROUS BUILDINGS  
AND AUTHORIZE CITY STAFF TO BEGIN  
ABATEMENT PROCEDURES**

**January 28, 2020**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**  
**ANGEL GARMAN, DEPUTY CITY CLERK**

**SUMMARY:**

A declaration of "Public Nuisance" is being requested from the City Council in reference to the property listed on the attached Exhibit "A" based on:

- ❖ City of Corning Municipal Code, Title 8 – Health and Safety, Section 8.08.020 – Unlawful Nuisances, Subsection (F); and
- ❖ Chapter 3, Definitions, Section 302 Dangerous Buildings (see attached Exhibit A) of the 1997 Uniform Code for the Abatement of Dangerous Buildings, as referenced in Ordinance No. 647, adopted by the City of Corning on October 25, 2011, and re-referenced in Ordinance No. 658, adopted by the City on January 27, 2015.

Also requested is authorization for City Staff to initiate nuisance abatement procedures.

**BACKGROUND:**

City Staff noticed that the Mansard Framing and siding on the building has loose boards in the path of travel of the public, which is a Hazard to the Public. Therefore, this constitutes a nuisance, which is defined in Referenced Codes above.

City Staff sent the property owner by mail on December 10, 2019, the attached "Notice and Order" to repair and/or remove Dangerous Condition/Dangerous Building immediately and received no response. Staff now seeks to have 1219 & 1223 Solano Street designated a Public Nuisance/Dangerous Building and authorization to proceed with abatement procedures. This determination is requested pursuant to Section 401 "General" of the 1997 Uniform Code for the Abatement of Dangerous Buildings, as referenced in Ordinance No. 647, adopted by the City of Corning on October 25, 2011, and re-referenced in Ordinance No. 658, adopted by the City on January 27, 2015.

**FINANCIAL:**

The estimated cost to remove the mansard framing and siding and repair/replace it under prevailing wages is ballparked at \$40,000.00. The City will record a lien to recoup the costs to abate the nuisance.

**RECOMMENDATION:**

**MAYOR AND COUNCIL ADOPT RESOLUTION 12-10-2019-01 DECLARING THE FOLLOWING:**

- ❖ **A PUBLIC NUISANCE EXISTS AT 1219 & 1223 SOLANO STREET AS LISTED ON THE ATTACHED EXHIBIT "A"; and**
- ❖ **DECLARE THE STRUCTURE(S) LOCATED AT 1219 & 1223 SOLANO STREET A PUBLIC NUISANCE AND DANGEROUS BUILDING; and**



- ❖ **AUTHORIZE CITY STAFF TO INITIATE ABATEMENT PROCEDURES UP TO AND INCLUDING REMOVAL OF THE DANGEROUS CONDITIONS ON THIS PROPERTY AS OUTLINE IN THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS AND THE CITY'S MUNICIPAL CODE.**
- ❖ **AUTHORIZE \$40,000 TO BE TRANSFERRED FROM GENERAL FUND RESERVES TO ACCOUNT 001-9085-4300.**
- ❖ **AUTHORIZE THE BUILDING OFFICIAL TO FILE A CERTIFICATE DESCRIBING THE PROPERTY AND CERTIFYING THAT THE BUILDING IS A DANGEROUS BUILDING AND THAT THE OWNER HAS BEEN NOTIFIED PURSUANT TO SECTION 402 OF THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS WITH THE TEHAMA COUNTY CLERK AND RECORDER.**

**RESOLUTION 01-28-2020-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
DECLARING 1219 & 1223 SOLANO STREET A PUBLIC NUISANCE/DANGEROUS  
BUILDING**

**WHEREAS**, the Corning Municipal Code Chapter 8, Sections 8.08-010, 8.08.020 and 8.08.030 define the following:

**Section 8.08.010 Purpose and Intent**

In accordance with the provisions of California Government Code Sections 38771 et seq., it is the intent of the city council, by the adoption of this chapter, to provide a procedure for the abatement of public nuisances within the city of Corning in order to effectively combat hazards to the public health, safety and welfare. (Ord. 578 §2(12), 1998; Ord. 535 §5(part), 1993).

**Section 8.08.020 Unlawful Nuisances**

Each and every one of the following conditions or acts is declared to be a public nuisance:

F. Hazardous Building. Any building or structure which is vacant, abandoned, partially destroyed, structurally unsafe or left in a state of partial construction, including excavations therefor and construction sites, and is hazardous to the public health, safety or welfare. Must be abated as required in the Uniform Building Code for the Abatement of Dangerous Buildings;

**Section 8.08.030 Declaration of Nuisance**

The City Council, in accordance with the provisions of California Government Code Sections 38711 et seq., finds and declares that those conditions defined in Section 8.08.020 constitute public nuisances and are subject to the abatement and enforcement procedures set forth in this Chapter. (Ord. 578 §2(13), 1998; Ord. 535 §5(part), 1993).

**WHEREAS**, the City's Staff has identified 1219 & 1223 Solano Street as a Public Nuisance and the structures on this property as Dangerous Buildings.

---

**NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORNING DOES HEREBY DECLARE AND FIND AS FOLLOWS:**

1. A Public Nuisance and Dangerous Buildings exist at 1219 & 1223 Solano Street as identified in Exhibit "A" hereto.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on January 28, 2020 by the following vote:

**AYES:**

**OPPOSED:**

**ABSENT:**

**ABSTAIN:**

**Douglas Hatley, Jr., Mayor**

**ATTEST:**

**Angela Johnson Garman, Deputy City Clerk**

**EXHIBIT "A"**  
**(Resolution 01-28-2020-01)**

<b>APN NO.'s</b>	<b>Physical Address</b>	<b>Owner/Responsible Party</b>	<b>APN Mailing Address</b>
<b>071-134-002-000 &amp; 071-134-001-000</b>	1219 & 1223 Solano Street	Jeremy Weichelt	Jeremy Weichelt P.O. Box 256 Corning, CA 96021
<b>Total Properties: 1</b>			

I, Angela Johnson Garman, Deputy City Clerk of the City of Corning, California, DO **HEREBY CERTIFY** that the foregoing Resolution (Resolution No. 01-28-2020-01) was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 28<sup>th</sup> day of January, 2020 by the votes listed above.

---

**Angela Johnson Garman**  
**Deputy City Clerk**



# City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

December 10, 2019

Mr. Jeremy Weichelt  
P.O. Box 256  
Corning, CA 96021

**RE: Notice of Nuisance and Notice to Repair and/or Remove Dangerous Condition/Public Nuisance**  
**Address: 1219 & 1223 Solano St., Corning, CA 96021**  
**Assessor's Parcel Numbers (APN): 071-134-002-000 & 071-134-001-000.**

Dear Mr. Weichelt:

Enclosed with this letter is a Notice and Order directing repair and/or removal of the conditions stated therein. The enclosed Notice and Order contains affirmative obligations with deadlines in which to act. I strongly advise you to review this notice and take all necessary action therein immediately.

The current status of your property constitutes a nuisance, which is defined in the City of Corning Municipal Code under Title 8 – Health and Safety, Chapter 8.08.020 – Unlawful Nuisances, Subsection (F) and Chapter 3, Definitions, Section 302 Dangerous Buildings (see attached Exhibit A).

You are hereby given a courtesy notice that we will be recommending the City of Corning, by and through its Council, declare this structure a public nuisance/dangerous building and immediately pursue to abate the nuisance as our Code allows should you elect not to adhere to this courtesy notice.

Sincerely,



For Dan Redding  
Building Official

Enclosures: Copies of referenced Codes

cc: Collin Bogener, City Attorney



# City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

## NOTICE AND ORDER OF BUILDING OFFICIAL TO REPAIR AND/OR REMOVE DANGEROUS CONDITION / DANGEROUS BUILDING

**Property Address: 1219 & 1223 Solano St., Corning, CA 96021**  
**Tehama County Assessor's Parcel Numbers: 071-134-002-000 & 071-134-001-000**

Dear Mr. Weichelt:

As the legal owner of the above-captioned property you are receiving this NOTICE AND ORDER OF BUILDING OFFICIAL TO REMOVE the condition set forth below.

As the code enforcement officer for the City of Corning, I have determined that the following condition on your property violates our City Municipal Code and requires immediate action on your part to remove its condition and further use. The conditions are as follows:

- 1. Repair and/or Remove the mansard framing and siding currently posing as a public nuisance.**

Pursuant to Section 401 "General" of the 1997 Uniform Code for the Abatement of Dangerous Buildings, as referenced in Ordinance No. 647, adopted by the City of Corning on October 25, 2011, and re-referenced in Ordinance No. 658, adopted by the City on January 27, 2015.

**YOU ARE HEREBY ORDERED to immediately repair and/or remove the mansard framing and siding that poses a public nuisance. Please note all permits must be obtained, and repair and/or removal of the siding must commence immediately from the date of receipt of the NOTICE AND ORDER and be completed by no later than January 14, 2020 to avoid lien action by the City to recover abatement costs.**

**If you do not take action to remedy Condition No. 1 as stated herein, I will move to proceed with action to have these buildings declared a public nuisance, order the building vacated and posted to prevent further occupancy, abated, and proceed with having a lien placed on your property for any and all costs incurred by the City associated with this action.**

Any person having any record title or lien interest may appeal this notice and order by filing at the office of the Building Official a written appeal as described in Section 501- General of the 1997 Uniform Code for the Abatement of Dangerous Buildings by January 9, 2020. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

If you have any questions regarding this NOTICE AND ORDER please contact me Monday through Friday at City Hall, 794 Third Street, Corning, CA 96021, or by phone at 530/824-7029.

Sincerely,

  
For Dan Redding  
Building Official

Enclosures: Copies of referenced Codes

## **"EXHIBIT A"**

### **City of Corning Municipal Code: Chapter 8.08 - PUBLIC NUISANCES**

#### **8.08.010 - Purpose and intent.**

In accordance with the provisions of California Government Code Sections 38771 et seq., it is the intent of the city council, by the adoption of this chapter, to provide a procedure for the abatement of public nuisances within the city of Corning in order to effectively combat hazards to the public health, safety and welfare.

(Ord. 578 §2(12), 1998; Ord. 535 §5(part), 1993).

#### **8.08.020 - Unlawful nuisances**

Each and every one of the following conditions or acts is declared to be a public nuisance:

**D. Fire Hazards.** All dry or dead shrub, dead tree, combustible refuse and waste or any material growing upon a street, sidewalk or private property within the City, by reason of its size, manner or growth;

**F. Hazardous Building.** Any building or structure which is vacant, abandoned, partially destroyed, structurally unsafe or left in a state of partial construction, including excavations therefor and construction sites, and is hazardous to the public health, safety or welfare. Must be abated as required in the Uniform Building Code for the Abatement of Dangerous Buildings;

**M. Overgrown vegetation,** likely to harbor rats, vermin and other public nuisances causing detriment to neighboring properties or property values, or obstructing view of drivers on public streets or private driveways and visible from a public street;

**O. Refuse, waste and illegal storage,** means maintaining, storing or keeping, or permitting or allowing to be maintained, stored or kept, machinery, equipment, or parts thereof, or furniture, household appliances, construction material, packing boxes, paper, cardboard, debris, rubbish, refuse, garbage or similar matter on any property in violation of Corning Municipal Code.

**Q. Additional Public Nuisance.** Anything not specified in this chapter but which falls within the definition of nuisance set forth in Chapter 8.02 ("Nuisance" including anything which is injurious to human health or is indecent or offensive to the senses and interferes with the comfortable enjoyment of life or property, and affects at the same time the entire community or neighborhood or any considerable number of persons although the extent of annoyance or damage inflicted upon the individual may be unequal. The terms "nuisance" and "public nuisance" shall be synonymous and either term wherever used shall have the same meaning as the other term.).

### **California State Housing Law**

#### **California Health & Safety Code, Division 13, Part 1.5. Regulation of Buildings Used for Human Habitation**

**§17920.3.** Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

**(a)** Inadequate sanitation shall include, but not be limited to, the following:

**(1)** Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.

- (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
- (3) Lack of, or improper kitchen sink.
- (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
- (6) Lack of adequate heating.
- (7) Lack of, or improper operation of required ventilating equipment.
- (8) Lack of minimum amounts of natural light and ventilation required by this code.
- (9) Room and space dimensions less than required by this code.
- (10) Lack of required electrical lighting.
- (11) Dampness of habitable rooms.
- (12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.
- (13) Visible mold growth, as determined by a health officer or a code enforcement officer, as defined in Section 829.5 of the Penal Code, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their proper functioning and intended use.
- (14) General dilapidation or improper maintenance.
- (15) Lack of connection to required sewage disposal system.
- (16) Lack of adequate garbage and rubbish storage and removal facilities, as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the lack of adequate garbage and rubbish removal facilities can be determined by a code enforcement officer as defined in Section 829.5 of the Penal Code.

---

## **1997 Uniform Code for the Abatement of Dangerous Buildings**

### **Chapter 3 – Definitions**

#### **Section 302 – Dangerous Building**

For the purpose of this code, any building or structure which has any or all of the conditions or defect hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

- (1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
- (2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
- (3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
- (4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
- (5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
- (6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified

in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

- (7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.**
  - (8) Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portions of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.**
  - (9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.**
  - (10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.**
  - (11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.**
  - (12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.**
  - (13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.**
  - (14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.**
  - (15) Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.**
  - (16) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.**
  - (17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.**
  - (18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.**
-



**City of Corning Municipal Codes**  
**Title 8 – HEALTH AND SAFETY:**

**8.01.040 - Violation of Chapter 8.**

Any violation of Chapter 8 with the exception of Section 8.10 of the Corning Municipal Code shall be punishable as set forth in section 8.25.  
(Ord. No. 535, § 1, 3-23-1993)

**8.01.070 - Right to enter:**

- A.** Whenever it is necessary to make an inspection to enforce any of the provisions or perform any duty imposed by this chapter or other applicable law, the local enforcement agency is authorized to enter such property at any reasonable time and to inspect the same and perform any duty imposed upon the local enforcement agency by this chapter or by the other applicable law; provided, that if such property is occupied, you must present proper credentials to the occupant and request entry, explaining the reason therefor. If such property be [is] unoccupied, you shall make a reasonable effort to locate the owner or other person having charge or control of the property and request entry, explaining the reasons therefor. If such entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the local enforcement agency shall have recourse to every remedy provided by law to secure lawful entry and inspect the property.
- B.** Notwithstanding the foregoing, if the local enforcement agency has reasonable cause to believe that there is an accumulation of refuse or litter, or both or other unsanitary conditions prohibited by this chapter, on the premises which could be seriously detrimental to the public health or safety, the city shall have the right to immediately enter and inspect such property. If such entry is refused, the code enforcement officer shall have recourse to every remedy provided by law to secure entry.

(Ord. No. 535, § 1, 3-23-1993)

**1997 Uniform Housing Code**  
**Chapter 4 – Section 401 – Definitions**

**Nuisance.** The following shall be defined as nuisances:

1. Any public nuisance known at common law or in equity jurisprudence.
2. Any attractive nuisance that may prove detrimental to children whether in a building, on the premises of a building or on an unoccupied lot. This includes any abandoned wells, shafts, basements or excavations; abandoned refrigerators and motor vehicles; any structurally unsound fences or structures, or any lumber, trash, fences, debris or vegetation that may prove a hazard for inquisitive minors.
3. Whatever is dangerous to human life or is detrimental to health, as determined by the health officer.
4. Overcrowding a room with occupants.
5. Insufficient ventilation or illumination.
6. Inadequate or unsanitary sewage or plumbing facilities.
7. Uncleanliness, as determined by the health officer.
8. Whatever renders air, food or drink unwholesome or detrimental to the health of human beings, as determined by the health officer.

## Chapter 5 APPEAL

### SECTION 501 — GENERAL

**501.1 Form of Appeal.** Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the building official under this code by filing at the office of the building official a written appeal containing:

1. A heading in the words: "Before the board of appeals of the ..... of ....."
2. A caption reading: "Appeal of ....." giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
6. The signatures of all parties named as appellants and their official mailing addresses.
7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

**501.2 Processing of Appeal.** Upon receipt of any appeal filed pursuant to this section, the building official shall present it at the next regular or special meeting of the board of appeals.

**501.3 Scheduling and Noticing Appeal for Hearing.** As soon as practicable after receiving the written appeal, the board of appeals shall fix a date, time and place for the hearing of the appeal by the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

### SECTION 502 — EFFECT OF FAILURE TO APPEAL

Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

### SECTION 503 — SCOPE OF HEARING ON APPEAL

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.


### SECTION 504 — STAYING OF ORDER UNDER APPEAL

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the building official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

ITEM NO.: 9  
AWARD PROFESSIONAL AIRPORT  
SERVICES CONTRACT 2019-6 TO  
ARMSTRONG CONSULTANTS FOR  
A DURATION UP TO FIVE (5)  
YEARS AND AUTHORIZE CITY  
MANAGER TO SIGN THE  
CONTRACT

January 28, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS OF THE CITY OF  
CORNING

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

**SUMMARY:**

Staff requests Council award the Professional Airport Services Contract 2019-6 to Armstrong Consultants.

Two Statements of Qualifications (SOQ's) for Professional Airport Services were received by the City from Armstrong Consultants and Kimley Horn. The SOQ's were evaluated based on qualifications set forth in the Request for Qualification as advertised by the City. The results from the evaluation of each firm's qualifications determined that Armstrong Consultants was more qualified.

The initial length of the Professional Services Agreement will be for the duration of three (3) years, which can be extended up to two (2) additional years (in one-year increments) at the sole discretion of the City of Corning. The negotiation of project specific task orders, approval of scope of work, and associated fees shall occur at the time those services are needed. The detailed scope of each project element will be determined as each project is approved and funded. The future projects may include but are not limited to the following:

- Airport Master Plan & Airport Layout Plan Update
- Exhibit A Update
- NEPA and CEQA Environmental Documentation
- Security Fence Design and Construction
- Runway Rehabilitation and Striping Design and Construction
- Apron and Emergency Access road Design and Construction
- Fuel Farm Design and Construction
- Capital Improvement Plan Development

**BACKGROUND:**

On January 9, 2018 Council authorized City Staff to seek Requests for Qualifications for an Aviation Consulting Services Agreement in association with the Corning Municipal Airport.

The City of Corning owns, operates and maintains the Corning Municipal Airport. The Corning Airport Master Plan adopted in 2003 identifies several airport improvements which potentially qualify for FAA grant funding. To obtain grant funding, including design funding, from the FAA an airport consultant must be obtained in accordance with the FAA Advisory Circular 15/1500-14E and all cost must be verified by an independent cost analysis.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- AWARD THE PROFESSIONAL AIRPORT SERVICES CONTRACT 2019-6 TO ARMSTRONG CONSULTANTS FOR A DURATION UP TO FIVE (5) YEARS; AND
- AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.

# PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(City of Corning / Armstrong Consultants)

## 1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Corning, a California Municipal Corporation (“City”), and Armstrong Consultants, a \_\_\_\_\_ (“Consultant”).

## 2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Professional airport consulting services for planning and engineering services at the City of Corning Municipal Airport.

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

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

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

## 3. DEFINITIONS

3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.

3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s Statement of Qualifications submitted to the City attached hereto as Exhibit A and incorporated herein by this reference.

3.3. “Agreement Administrator”: The Agreement Administrator for this project is Robin Kampmann, PE, Public Works Consultant/City Engineer. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will

establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

3.6. "Commencement Date": [date]

3.7. "Termination Date": [date]

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

## 5. CONSULTANT'S DUTIES

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

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

5.3. Budgetary Notification. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

5.4. Business License. Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.

5.5. Professional Standards. Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA

requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

5.7. Appropriate Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The City Director of Public Works shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

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

5.9. Permits and Approvals. Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

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

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

City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

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

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

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

## 7. COMPENSATION

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

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

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

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

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

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

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

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

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

#### 10. RELATIONSHIP OF PARTIES

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

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

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

10.4. Indemnification of CalPERS Determination. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on



behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

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

11.2 Consultant to Indemnify City. Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

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

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

willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

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

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

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

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

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

11.9 Civil Code. The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

## 12. INSURANCE

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

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

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

- Documentation of Best's rating acceptable to the City.

- Original endorsements effecting coverage for all policies required by this Agreement.
- Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

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

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

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

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

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

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

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

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

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

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

12.11. Notices. Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional

Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Corning, ATTN: Public Works Director, 794 Third Street, Corning, CA 96021.

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

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

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

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

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

### 13. MUTUAL COOPERATION

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

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

### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

If to Consultant

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

## 16. TERMINATION

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

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

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

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

## 17. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

## 18. GENERAL PROVISIONS

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

18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

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

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

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

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

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

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