

**DUE TO THE COVID-19 LOCAL EMERGENCY THESE MEETINGS WILL
BE HELD BY PHONE, TO PARTICIPATE, THE DIAL IN NUMBER IS:
(351) 999-4082**



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, MAY 12, 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: 6:00 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: APN No. 087-090-042.

Negotiating Party: Kristina Miller, City Manager

Property Negotiators: TA Legal Department

Under Negotiation: Utility Easement

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

POSTED: FRIDAY, MAY 8, 2020
**DUE TO THE COVID-19 LOCAL EMERGENCY THESE MEETINGS
WILL BE HELD BY PHONE, TO PARTICIPATE, THE DIAL IN NUMBER
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A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council:

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

Mayor:

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

D. INVOCATION: Led by Mayor Hatley.

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

- 1. Proclamation – May 2020 as Older Americans Month in the City of Corning.** Virtually present to accept the Proclamation will be Elaine Benwell of Corning Healthcare District Elder Services and Tina Bonham, District Manager.
- 2. Proclamation – May 15, 2020 as Peace Officers Memorial Day –** Present to accept the Proclamation will be Corning Police Chief Jeremiah Fears.

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.

- 3. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 4. Waive the reading and approve the Minutes with any necessary corrections of the April 28, 2020 Closed Session and Regular City Council Meeting.**

5. May 6, 2020 Claim Warrant in the amount of \$248,268.24.
 6. May 6, 2020 Business License Report.
 7. April Wages & Salaries: \$362,461.65.
 8. March and April 2020 Treasurer's Report. (Pulled - Will be presented at a future meeting.)
 9. April 2020 Building Permit Valuation Report in the amount of \$190,437.
 10. April 2020 City of Corning Wastewater Operations Summary Report.
- H. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- I. **PUBLIC HEARINGS AND MEETINGS:**
11. Public Hearing: Ordinance 688, an Ordinance of the City of Corning amending Section 16.21.030(A) and adding Section 17.10.032 of/and to the Corning Municipal Code, Rezone No. 2020-1.
- J. **REGULAR AGENDA:**
12. Review and adopt Resolution 05-12-2020-01, a Resolution adopting a Risk Management Program for the City of Corning.
 13. Review and adopt Resolution 05-12-2020-02, a Resolution approving the second amendment to the amended and restated Joint Powers Agreement reconstituting the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency.
 14. Choose a Park location for the Stationary Fitness Stations and authorize and direct Staff to purchase a Neutron Spinner to replace the removed slide at Northside Park.
 15. Approve Task Order "A" to Armstrong Consultants, Inc. for professional services for the 2020 Corning Airport Fence Project under Airport Engineering Services Contract 2019-6.
- 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, MAY 8, 2020

PROCLAMATION
MAY 2020
"OLDER AMERICANS MONTH"

WHEREAS, the City of Corning has a growing number of older Americans who make countless contributions to our community every day; and

WHEREAS, the **Corning Healthcare District** is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

WHEREAS, the **City of Corning** recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and

WHEREAS, we affirm that we are stronger as a community when people of all ages, abilities, and backgrounds are welcomed and encouraged; and

WHEREAS, the **Older Americans Month** theme for 2020, "***Make your Mark***" urges older adults to get involved and make their mark by sharing their skills, stories and experience; and

WHEREAS, the **City of Corning** can support our elders by:

- Promoting independence, inclusion, and participation;
- Engaging older adults through education, recreation, and service; and;
- Encouraging older adults to speak up for themselves and others; and
- Connecting people with opportunities to contribute their time, wisdom, and talents.

NOW, THEREFORE I, DOUGLAS HATLEY, JR., AS MAYOR OF THE CITY OF CORNING do hereby proclaim May 2020 to be "**OLDER AMERICANS MONTH**" in the City of Corning. I call upon all residents to recognize older adults and the people who support them as essential members of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12th day of May 2019.

Douglas Hatley, Jr., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

PROCLAMATION
MAY 15, 2020
TEHAMA COUNTY PEACE OFFICERS'
MEMORIAL DAY

WHEREAS, in 1962, President John F. Kennedy signed a Proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week; and

WHEREAS, of all the promises America offers, none is more precious or more elusive than the right to be free from crime and violence.

WHEREAS, many dedicated men and women have chosen Law Enforcement as a career and face extraordinary risk and danger daily to preserve our freedoms and security.

WHEREAS, in conjunction with the observance of National Peace Officer Week and California Peace Officers' Memorial Day, May 15, 2020 will be observed as Tehama County Peace Officers' Memorial Day in commemoration of those noble Officers who have tragically sacrificed their lives in the line of duty; and

WHEREAS this day of special observance provides all Citizens of Tehama County and the City of Corning the opportunity to appreciate the heroic men and women who have dedicated their lives to preserving public safety.

NOW, THEREFORE I, DOUGLAS HATLEY JR., AS MAYOR OF THE CITY OF CORNING, DO HEREBY PROCLAIM, IN CONJUNCTION WITH NATIONAL POLICE OFFICER WEEK AND CALIFORNIA PEACE OFFICERS' MEMORIAL DAY, FRIDAY, MAY 15, 2020 TO BE OBSERVED IN THE CITY OF CORNING AS: TEHAMA COUNTY PEACE OFFICERS' MEMORIAL DAY.

I DO FURTHER PROCLAIM that the City Hall and Transportation Center flags will be flown at half-staff on this day in honor of all Peace Officers killed in the line of duty. This Proclamation will also be posted at the Corning Police Department for all to see.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 12th day of May 2020.

Douglas Hatley Jr., Mayor

Attest:

Lisa M. Linnet, City Clerk

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**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, APRIL 28, 2020
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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A. CALL TO ORDER: 6:00 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,

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR PURSUANT TO
GOVERNMENT CODE SECTION 54956.8:
Property: APN No. 075-080-025-000.
Negotiating Party: Kristina Miller, City Manager
Property Negotiators: Corning Union High School District Superintendent Jared Caylor
Under Negotiation: Property Lease vs Sale**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON
CLOSED SESSION: 6:21 p.m.**

Mayor Hatley reported that Council gave direction to property negotiator to pursue discussion of a Property Lease.

Lisa M. Linnet, City Clerk

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**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, APRIL 28, 2020
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

C. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

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

E. INVOCATION: Led by Councilwoman Burnett.

F. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: None

G. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Dave Demo: Asked what it would take to install stop signs in various areas such as: Blackburn and Marguerite Avenue (4-way). He also asked about the intersections at East at First St., and Yolo, Butte, Tehama and North Streets.

Pat Parrish: Asked about business openings and status with the Governor's Orders. City Manager Miller stated that local jurisdictions cannot mandate anything less than State.

H. 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 with any necessary corrections of the April 14, 2020 Closed Session and Regular City Council Meeting.**
- 3. April 22, 2020 Claim Warrant in the amount of \$408,469.66.**
- 4. April 22, 2020 Business License Report.**
- 5. Extend declaration of emergency due to COVID-19 pursuant to Government Code section 8630(c).**

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

I. ITEMS REMOVED FROM THE CONSENT AGENDA: None

J. PUBLIC HEARINGS AND MEETINGS: None

K. REGULAR AGENDA:

- 6. Informational update on COVID-19 presented by City Manager Kristina Miller.**

Presented by City Manager Kristina Miller:

- She stated that the Federal Government appropriated another round of funding to PPP however due to applications on file, she has been told no more funding is available.
- Unemployment benefits opened today for business owners;
- Local Government cannot reduce mandate below State levels;
- Government is now allowing nonemergency surgeries;
- She has offered the assistance of a couple of City employees to assist County to get local businesses up as soon as the State modifies the Shelter in Place Executive Order (Stage 2);
- Stage 3 will allow opening of salons, gyms, etc.
- Stage 4 will allow Schools to reopen.

- She announced the Governor's allowance for meal provisions for the elderly and stated the Program requires a large amount of tracking and stated that FEMA is not easy to work with. The upside is that this has the potential to help with sales tax revenues and provide revenue for our local restaurants;
- She also announced various other possible programs for local businesses such as those through CDBG
- The County of Tehama has been designated as a testing desert, testing will be opened on May 4th at Red Bluff Community Center, they will be having another testing site located in Corning; not sure of date and location, however Corning residents can go to the Red Bluff site.
- There will be testing for the virus at our Wastewater Treatment Plant, not sure when we will get the results.
- She reported that she met with Corning Elementary School District Superintendent Rick Fitzpatrick regarding internet access for educational purposes; the School District has grant funds to assist with this.
- She stated that the City needs to make a decision about opening the pool this summer in the near future, it has been put on hold for the time being due to the COVID-19 situation, however interviews, background checks, etc. will need to be completed prior to hiring;
- The City expects a loss of \$525,000 in revenues, not including Transient Occupancy Tax (TOT's) due to the COVID-19 situation.
- The City is working with High School to recognize graduating Seniors with banners on City light poles.

Pat Parish: Asked about local Orders regarding the reopening of salons, she stated that some have submitted their Plans and the Plans have been approved, will they be able to open? City Manager Miller stated no, our restrictions cannot be lower than the States. However, she explained that submittal and approval of plans will allow a quicker opening as soon as the State's Shelter in Place Executive Order is modified or lifted. She also stated that the Salons opened in Chico have had their allowance rescinded.

Councilor Snow stated if the business was licensed by the State, the State can come in and rescind their license regardless of what the City does. He emphasized that the City supports our businesses and has no control over this, we are all small-town people and are concerned about our business owners/operators.

Councilor Snow then asked if every business is required to provide a business plan; City Manager Miller stated that she would have to obtain more information, however it is her understanding that every business would be required to provide a plan.

Another member of the audience asked about enforcement on non-compliant businesses closures; City Manager Miller responded that we are working with businesses to obtain compliance. If you know of any, please contact Lisa Linnet at llinnet@corning.org.

Dave Demo: Stated he had spoken with a business owner who received paid protection and although it was difficult to apply for, he was pleased to receive it. He then asked if we can expect a response from the Governor in relation to the joint letter sent; he was informed probably not. City Manager Miller stated that she is hopeful that once we received results from the Wastewater Treatment Plant (WWTP); and the City can show that we are responding to, and completing the tasks required, she stated that the Governor is receptive to regionalism.

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: None

Demo: None

Burnett: None

Hatley: None

N. ADJOURNMENT!: 7:14 p.m.

Lisa M. Linnet, City Clerk

**MEMORANDUM**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: May 6, 2020

SUBJECT: Cash Disbursement Detail Report for the
Tuesday May 12, 2020 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 04-30-20	\$	11,981.03
B.	Payroll Disbursements	Ending 04-22-20	\$	72,913.33
C.	Cash Disbursements	Ending 05-06-20	\$	163,373.88

GRAND TOTAL \$ 248,268.24

REPORT.: May 06 20 Wednesday
RUN...: May 06 20 Time: 16:24
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 05-20 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
029306	05/01/20	COR07	CORBIN WILLITS SYSTEMS, I	684.55	.00	684.55	000C005011	EQUIP MAINT-FINANCE
029307	05/01/20	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000C005011	CngChamberComm. Economic
029308	05/01/20	DEM02	DEMO, DAVID LEWIS	104.70	.00	104.70	000C005011	PROF SVCS-FIRE DEPT
029309	05/01/20	MOO07	MOORE & BOGENER, INC.	5525.00	.00	5525.00	000C005011	CONSULTING SVCS-LEGAL SVC
029310	05/01/20	OCH01	OCHOA CLEANING	4392.00	.00	4392.00	000C005011	JANITORIAL SERVICES-
029311	05/01/20	PAT05	PATTERSON PROPERTIES	500.00	.00	500.00	000C005021	MAT & SUPPLIES-REC
029312	05/01/20	PIT01	PITNEY BOWES	187.79	.00	187.79	000C005011	Rents/Leases Finance Dept
029313	05/01/20	SCH16	SCHLERETH, DAYMON WAYNE	54.70	.00	54.70	000C005011	PROF SVCS-FIRE DEPT
029314	05/04/20	AIR00	AIRGAS USA, LLC	58.07	.00	58.07	997070285	MAT & SUPPLIES-FIRE
029315	05/04/20	ARA02	ARAMARK UNIFORM SERVICES	90.69 90.69 90.69 90.69	.00 .00 .00 .00	90.69 90.69 90.69 90.69	637395876 637407437 637418706 637430236	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT
Check Total.....:				362.76	.00	362.76		
029316	05/04/20	BAS01	BASIC LABORATORY, INC	135.80	.00	135.80	2004281	ProfServices Water Dept
029317	05/04/20	CEN14	CENTER FOR EVALUATION & R	6250.00	.00	6250.00	201634	DATA COLL & EVAL-PROP 47
029318	05/04/20	CRO05	CROSS PETROLEUM	958.67 76.15	.00 .00	958.67 76.15	CL95228 CL95604	MAT & SUPPLIES- VEH OP/MAINT-FIRE
Check Total.....:				1034.82	.00	1034.82		
029319	05/04/20	INL01	INLAND BUSINESS SYSTEMS	315.21	.00	315.21	IN526852	COMMUNICATIONS-
029320	05/04/20	INT15	INTERWEST CONSULTING GROU	3637.50	.00	3637.50	59160	SB2-PROF SVCS SB2-PLANNIN
029321	05/04/20	LIN01	LINCOLN AQUATICS, INC.	7317.33	.00	7317.33	SN039318	ADA POOL LIFT-BLD MAINT
029322	05/04/20	MIS01	MISSION LINEN SUPPLY	58.19 42.02	.00 .00	58.19 42.02	512196995 512240982	MAT & SUPPLIES- MAT & SUPPLIES-PARKS
Check Total.....:				100.21	.00	100.21		
029323	05/04/20	NOR46	NOR CAL GARAGE DOOR	1011.81	.00	1011.81	13731	BLD MAINT-FIRE
029324	05/04/20	OFF01	OFFICE DEPOT, INC.	631.37	.00	631.37	469689602	Office Supplies PoliceDis
029325	05/04/20	PGE04	PG&E	385.78	.00	385.78	200430	TranspFacility-
029326	05/04/20	PGE05	PG&E	634.96	.00	634.96	043020	ELECT & GAS-FIRE
029327	05/04/20	PGE08	PG&E	27.04	.00	27.04	043020	MAT & SUPPLIES-REC
029328	05/04/20	PGE2A	PG&E	50.18 192.39 39.43	.00 .00 .00	50.18 192.39 39.43	200429 200429A 200430A	ELECT-MARTINI PLAZA ELECT-MCDONALD,CASSANDRA, ELECT-CLELAND PROP
Check Total.....:				282.00	.00	282.00		
029329	05/04/20	PGE2B	PG&E	6335.42	.00	6335.42	200514	ELECT-WWTP
029330	05/04/20	RAC02	RACKLEY COMPANY, INC.	2037.50	.00	2037.50	24027	BLD MAINT-FIRE
029331	05/04/20	SEI01	SEILER, ROY R., CPA	655.00	.00	655.00	29627	PROF SVCS-FINANCE
029332	05/04/20	UNI07	UNION BANK	3210.00	.00	3210.00	1207857	Bond Trustee-
029333	05/06/20	ACC00	ACCESS INFORMATION MANAGE	217.72	.00	217.72	8110926	EQUIP MAINT-GEN CITY
029334	05/06/20	CRO05	CROSS PETROLEUM	600.98	.00	600.98	CL95229	VEH OP/MAINT-POLICE
029335	05/06/20	DM001	DM-TECH	119.90	.00	119.90	202005011	COMMUNICATIONS-GEN CITY
029336	05/06/20	FIR05	FIRST NATIONAL BANK OMAHA	706.44	.00	706.44	200428	MAT & SUPPLIES-
029337	05/06/20	FIR11	FIRST NATIONAL BANK OMAHA	280.69	.00	280.69	200428	MAT & SUPPLIES-
029338	05/06/20	FIR14	FIRST NATIONAL BANK OMAHA	2104.40	.00	2104.40	05062020	MAT & SUPPLIES-
029339	05/06/20	FIR16	FIRST NATIONAL BANK OMAHA	2.12	.00	2.12	200428	MAT & SUPPLIES-REC
029340	05/06/20	FLE02	FLEMING, JOHN E.	1817.00	.00	1817.00	200428	PROF SVCS-BLD & SAFETY
029341	05/06/20	HOL04	HOLIDAY MARKET #32	22.05	.00	22.05	05062020	COVID 19-POLICE
029342	05/06/20	INF00	INFRAMARK, LLC	61964.74	.00	61964.74	50537	PROF SVCS-
029343	05/06/20	LNC01	LN CURTIS & SONS	28.14	.00	28.14	INV386210	EQUIP MAINT-FIRE
029344	05/06/20	NAP01	NAPA AUTO PARTS	86.18	.00	86.18	200425F	VEH OP/MAINT-FIRE

REPORT.: May 06 20 Wednesday
 RUN...: May 06 20 Time: 16:24
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 05-20 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information----- Description
029345	05/06/20	NOR47	NORTHSTAR	3261.25	.00	3261.25	75456	PROF SVCS-
				551.25	.00	551.25	75557	PROF SVCS ADMIN-
				11325.00	.00	11325.00	75558	PROF SVCS-PW ADMIN
			Check Total.....:	15137.50	.00	15137.50		
029346	05/06/20	OCH01	OCHOA CLEANING	513.73	.00	513.73	045	COVID 19-BLD MAINT
029347	05/06/20	PGE01	PG&E	446.28	.00	446.28	200504	ELECT-
				1011.06	.00	1011.06	200504A	ELECT-
			Check Total.....:	1457.34	.00	1457.34		
029348	05/06/20	QUI02	QUILL CORPORATION	13.99	.00	13.99	6388786	MAT & SUPPLIES-CITY CLERK
				473.98	.00	473.98	6617477	OFFICE SUPPLIES-FINANCE
			Check Total.....:	487.97	.00	487.97		
029349	05/06/20	RIV04	RIVER CITIES COUNSELING,	28439.26	.00	28439.26	735	COUNSELOR-BSCC PROP 47
029350	05/06/20	STO07	STOUFER, JOHN BEDFORD	1880.00	.00	1880.00	200505	PROF SVCS-PLANNING
029351	05/06/20	TPX00	TPX COMMUNICATIONS	636.40	.00	636.40	129268027	COMMUNICATIONS-
			Cash Account Total.....:	163373.88	.00	163373.88		
			Total Disbursements.....:	163373.88	.00	163373.88		

REPORT.: Apr 30 20 Thursday
 RUN...: Apr 30 20 Time: 13:52
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 04-20 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
029278	04/27/20	ORD00	ORDAZ, REINA RUBI	111.00	.00	111.00	200324	EMERGENCY PREPAREDNESS-FI
				44.00	.00	44.00	200416	EMERGENCY PREPAREDNESS-FI
			Check Total.....:	155.00	.00	155.00		
029279	04/29/20	ATT02	AT&T	993.02	.00	993.02	14657744	COMMUNICATIONS-
029280	04/29/20	ATT13	AT&T	757.43	.00	757.43	200411	COMMUNICATIONS-DISPATCH
029281	04/29/20	BAS01	BASIC LABORATORY, INC	135.80	.00	135.80	2004085	ProfServices Water Dept
029282	04/29/20	CAM02	FERGUSON ENTERPRISES INC.	675.59	.00	675.59	1538340	MAT & SUPPLIES-
029283	04/29/20	COR08	CORNING LUMBER CO INC	48.46	.00	48.46	200425	MAT & SUPPLIES-
029284	04/29/20	DEP03	DEPT OF TRANS/CAL TRANS	313.70	.00	313.70	SL200698	Equip.Maint. St&Trf Light
029285	04/29/20	GRA02	GRAINGER, W.W., INC	59.22	.00	59.22	950800975	MAT & SUPPLIES-FIRE
				78.10	.00	78.10	951736711	MAT & SUPPLIES-
			Check Total.....:	137.32	.00	137.32		
029286	04/29/20	HIT02	HI-TECH DIESEL SPECIALIST	686.46	.00	686.46	RO #635	VEH OP/MAINT-FIRE
029287	04/29/20	LIN01	LINCOLN AQUATICS, INC.	199.87	.00	199.87	SN038908	MAT & SUPPLIES-POOL
029288	04/29/20	PET04	PETERSON, RALAND	129.15	.00	129.15	200324	VEH OP/MAINT-FIRE
029289	04/29/20	PGE2A	PG&E	46.84	.00	46.84	200427	ELECT-CORNING COMMUNITY P
029290	04/29/20	PGE2B	PG&E	409.66	.00	409.66	7913855-8	SOLAR-WWTP
029291	04/29/20	PON10	PONCI'S WELDING	179.40	.00	179.40	28716	RESCUE SQUAD VEH-FIRE CAP
029292	04/29/20	RES04	RESERVE ACCOUNT	3000.00	.00	3000.00	200320	COMMUNICATIONS-
029293	04/29/20	SIM03	SIMS, LORI	81.50	.00	81.50	200131	EMERGENCY PREPAREDNESS-FI
				80.43	.00	80.43	200409	EMERGENCY PREPAREDNESS-FI
			Check Total.....:	161.93	.00	161.93		
029294	04/29/20	SON03	SONSRAY MACHINERY, LLC	137.99	.00	137.99	P12936-06	EQUIP MAINT-
029295	04/29/20	SUN01	SUNRISE ENVIRONMENTAL	176.21	.00	176.21	108219	MAT & SUPPLIES-FIRE
029296	04/29/20	USA01	USA BLUE BOOK	31.29	.00	31.29	202080	MAT & SUPPLIES-WTR
029297	04/29/20	VAL04	VALLEY TRUCK & TRACTOR CO	18.37	.00	18.37	983413	EQUIP MAINT-SWR
029298	04/29/20	WAL11	WALBERG INC.	337.50	.00	337.50	5577	MAT & SUPPLIES-STR
029299	04/30/20	AND04	ANDERSON, IAN MATTHEW	32.16	.00	32.16	04292020	K9 PROGRAM-POLICE
029300	04/30/20	SWR01	SWRCB	3000.00	.00	3000.00	2020VIO	MACH/EQUIP-SWR
029301	04/30/20	\B008	PAWN & ROBERT BRUNELLE	8.10	.00	8.10	000C00401	MQ CUSTOMER REFUND FOR BR
029302	04/30/20	\F046	VILLIA FRIZZELL	81.93	.00	81.93	000C00401	MQ CUSTOMER REFUND FOR FR
029303	04/30/20	\R088	REAL ESTATE TRANSFORMATI	58.24	.00	58.24	000C00401	MQ CUSTOMER REFUND FOR RE
029304	04/30/20	\R089	GREG & MICHELLE RICHARDSON	58.24	.00	58.24	000C00401	MQ CUSTOMER REFUND FOR RI
029305	04/30/20	\T033	DEYANIRA TINOCO	11.37	.00	11.37	000C00401	MQ CUSTOMER REFUND FOR TI
			Cash Account Total.....:	11981.03	.00	11981.03		
			Total Disbursements.....:	11981.03	.00	11981.03		
				-----	-----	-----		
			Cash Account Total.....:	.00	.00	.00		

REPORT.: Apr 30 20 Thursday
RUN....: Apr 30 20 Time: 13:52
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 04-20 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice # Description
11900	04/22/20	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	C00422 POLICE OFFICER ASSOC
11901	04/22/20	BAN06	BANNER BANK	5779.37	.00	5779.37	C00422 HSA DEDUCTIBLE
11902	04/22/20	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	C00422 WITHHOLDING ORDER
11903	04/22/20	EDD01	EMPLOYMENT DEVELOPMENT	4545.79	.00	4545.79	C00422 STATE INCOME TAX
				1235.80	.00	1235.80	1C00422 SDI
			Check Total.....:	5781.59	.00	5781.59	
11904	04/22/20	FED00	FEDERAL PAYROLL TAXES (BF	11956.22	.00	11956.22	C00422 FEDERAL INCOME TAX
				14856.68	.00	14856.68	1C00422 FICA
				3474.52	.00	3474.52	2C00422 MEDICARE
			Check Total.....:	30287.42	.00	30287.42	
11905	04/22/20	ICM01	ICMA RETIREMENT TRUST-457	1512.13	.00	1512.13	C00422 ICMA DEF. COMP
				185.00	.00	185.00	1C00422 ICMA DEF. COMP ER PD
			Check Total.....:	1697.13	.00	1697.13	
11906	04/22/20	PERS1	PUBLIC EMPLOYEES RETIRE	22901.15	.00	22901.15	C00422 PERS PAYROLL REMITTANCE
11907	04/22/20	PERS4	Cal Pers 457 Def. Comp	2718.77	.00	2718.77	C00422 PERS DEF. COMP.
				550.00	.00	550.00	1C00422 PERS DEF. COMP. ER P
			Check Total.....:	3268.77	.00	3268.77	
11908	04/22/20	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	.00	110.89	C00422 WageOrder F#20000149
11909	04/22/20	VAL06	VALIC	2398.55	.00	2398.55	C00422 AIG VALIC P TAX
				225.00	.00	225.00	1C00422 AIG VALIC P TAX ER P
			Check Total.....:	2623.55	.00	2623.55	
			Cash Account Total.....:	72913.33	.00	72913.33	
			Total Disbursements.....:	72913.33	.00	72913.33	

Item No.: G-6

Date.: May 6, 2020
Time.: 4:37 pm
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
BRIGHT PLANET SOLAR		SACRAMENTO, CA 95827	SOLAR CONTRACTING COMPANY	05/05/20
INTERWEST CONSULTING	1613 SANTA CLARA DR.	ROSEVILLE, CA 95661	ENGINEERING CONSULTANT	04/24/20
SUN AT WORK ELECTRIC		DIAMOND SPRINGS, CA 95619	INSTALL SOLAR SYSTEM	04/28/20



Monthly Permit Report

04/01/2020 - 04/30/2020

Permit #	Permit Date	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Description	Project Cost
20082	4/28/2020	071-231-019-000	1299 WEST ST	MCKENZIE FAMILY TRUST 1/18/10	MCKENZIE, THOMAS J ETAL CO-TRS	1299 WEST STREET CORNING CA 96021		Solar	Residential Roof Mount PV Solar System; 6.93 kw; 22 modules	\$13,860
20081	4/27/2020	073-135-007-000	1221 FIRST ST	Bustos Joseph ETAL	1221 FIRST ST	Corning	96021	Solar	REVISION of Solar Permit - System size change to 5.85kw and 18 panels	\$21,060
20080	4/27/2020	071-132-004-000	1315 SOLANO ST	KARSCH, LAUREL P TR ETAL	1513 SOLANO ST	CORNING CA 96021		Plumbing	Saw cut for floor drain and placing coved vinyl	\$2,000
20079	4/27/2020	071-350-041-000	403 RIO VISTA CT	JAUREGUI, SUE ETAL	% WHITE, CAROL SUE	403 RIO VISTA CT CORNING CA 96021		Building	Fire Replacement	\$24,827
20078	4/27/2020	071-172-008-000	1127 SIXTH AVE	SNOW, TERRY N ETAL TRS SNOW REVOC TR OF 2009	1127 6TH AVE	CORNING CA 96021		Roof	remove shingles and replace with new	\$12,725
20077	4/24/2020	071-062-031-000	2077 DOLLA CT	Pinedo Reinaldo Mendoza	4407 Rawson Rd.	Corning	96021	HVAC	Replace Central Heating & Air including Ducting	\$4,100
20076	4/23/2020	067-310-044-000	23350 ORANGEWOOD RD County CA 96021	GUTIERREZ-VAZQUEZ, MARCO A	22760 DOVE AVE	GERBER CA 96035		Solar	Roof Mount PV System 32 Modules 10.400KW	\$0
20075	4/21/2020	071-280-016-000	1724 SIXTH AVE	MCCULLY, AARON J ETAL	1724 6TH AVE	CORNING CA 96021-3034		Roof	remove shingles and replace with new	\$7,225
20074	4/20/2020	071-123-005-	1504 SOLANO ST	NORTHERN CALIFORNIA TITLE CO	P O BOX 429	RED BLUFF CA 96080		HVAC	Replace Split 4 Ton, 80K BTU heating	\$8,210

		000							and air conditioning system	
20073	4/17/2020	071-151-017-000	840 Lincoln St.	PORTER, THOMAS G TRUSTEE T PORTER REVOC TR 12/12/0	DBA PORTER RECYCLING CENTER	3620 RAWSON RD CORNING CA 96021		Fence	re-fencing property to enclose equipment to prevent thefts. 6' Cyclone Fence.	\$5,000
20071	4/16/2020	071-271-016-000	1535 SIXTH AVE	NAVA, EVANGELINA	1535 SIXTH AVE	CORNING CA 96021		Roof	Tear off, Re-roof	\$3,500
20069	4/16/2020	075-310-038-000	219 N ALEX LN	TURPIN, GARY & PAMELA J	219 N ALEX LANE	CORNING CA 96021		Solar	Installation of roof mounted solar 4.86kw w/Battery Storage	\$11,480
20068	4/14/2020	071-043-008-000	1508 TEHAMA ST	DIEGO, MARIO D	1508 TEHAMA ST	CORNING CA 96021		Solar	7.68 kw Roof Mount Solar	\$26,000
20067	4/13/2020	071-054-004-000	412 FOURTH ST	Passantino Francesco ETAL	23131 Flournoy Ave.	Corning 96021		Roof	remove shingles and replace with new	\$10,700
20066	4/6/2020	071-114-003-000	1203 BUTTE ST	LANE, LESA M D C	P O BOX 700	CORNING CA 96021		HVAC	HVAC Change out, Split System 3.5 Ton, 17 SEER 80k BTU, 95% eff. Furnace	\$12,300
20065	4/2/2020	069-220-007-000	820 HWY 99W	CORNING CHEVRON, INC	820 HIGHWAY 99W	CORNING CA 96021		Signs	REFRESH SITE IMAGE WITH NEW SIGNAGE	\$20,000
20064	4/1/2020	071-193-018-000	1971 SCOTT AVE	DAY, PATRICIA DIANN	1971 SCOTT AVE	CORNING CA 96021		Roof	Partial reroof on 15 roof squares. Install comp shingles Color: Solaris Crystal Gray CRRC# 0668-0058	\$7,450
										\$190,437

Total Records: 17

5/4/2020



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

Below is a summary of the Monthly Operations Report that will be available for City review on May 2020

- 1) Completed monthly reports.
- 2) Attended biweekly Covid-19 awareness meeting.
- 3) Changed flow disk.
- 4) Site visit performed by national and regional safety advisors.
- 5) Staff meeting to discuss plant operations and issues.
- 6) Changed chart on So3 analyzer.
- 7) Safety meeting and daily tailgate meeting
- 8) Inspected eyewash and emergency showers.
- 9) Patterson Electric on site to install new starter and overload in
helsieve.
- 10) Started influent sample collection for Stanford University Covid-19
Study.
- 11) Cleaned SO2 pump
- 12) Exercised lift station stand –by pump
- 13) Exercised emergency generator.

- 14) Submitted monthly ESMR and DMR**
- 15) Completed monthly test on chemical leak detectors.**
- 16) Completed monthly receiving water sampling and lab test**
- 17) Completed monthly facility inspection.**
- 18) Public Works staff on site to replace hot water heater.**
- 19) Started annual collection system cleaning, section one.**
- 20) Performed alarm check with Fire Dept.**

April 2020

Domestic Treated Flow Monthly Average = 630,000 GPD

**ITEM NO.: I-11
REZONE NO. 2020-1; ORDINANCE NO. 688;
AN ORDINANCE OF THE CITY OF CORNING
AMENDING SECTION 16.21.030 (A) AND
ADDING SECTION 17.10.032 OF THE CORNING
MUNICIPAL CODE.**

MAY 12, 2020

TO: HONORABLE MAYOR AND CITY OF CORNING COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
CHRISSE MEEDS, PLANNER/REC DIRECTOR
JOHN STOUFER, PLANNING CONSULTANT

BACKGROUND:

Staff has been asked to present a proposal to the Planning Commission and City Council that would allow the development of residential parcels smaller than the minimum size of 6,000 square feet (sq. ft) for interior lots and 7,000 sq. ft. for corner lots as currently established in Section 16.21.030 (A) and Section 17.10.040 of the Corning Municipal Code (CMC). The proposal would create a "Small Lot Designation" that would allow the establishment of residential parcels with a minimum lot size of 4,000 sq. ft. for interior lots and 4,500 sq. ft. for corner lots.

The CMC Section 17.10.035 establishes a "Large Lot Designation" creating minimum lots of 8,000 sq. ft. in a R-1-8,000 zoning district and 10,000 sq. ft. in an R-1-10,000 sq. ft. zoning district. The height, bulk, and space requirements are the same in these districts as they are in an R-1 zoning district (6,000 sq. ft. minimum).

The creation of smaller parcels also requires the establishment of height, bulk, and space requirements that would be applicable to the development of these parcels. Height, bulk, and space requirements establish minimum lot size, width, building coverage, front, back and side yard setbacks, building height & width requirements, etc. Staff originally proposed minimum changes from existing requirements currently established in the CMC. However, after Interwest Inc., the consultants that the City has contracted with to assist in code updates pursuant to the SB 2 grant the City was awarded, reviewed the proposed "Small Lot Designation", they suggested we consider additional amendments to the height, bulk, and space requirements for these parcels.

PLANNING COMMISSION REVIEW:

On April 21, 2020 the Planning Commission conducted a public hearing (phone meeting) to review Ordinance #688 and Rezone 2020-1, the proposal to establish a "Small Lot Designation" within the CMC. When reviewed by the Planning Commission Staff attached "Exhibit A" height, bulk, and space requirements established by the City of West Sacramento applicable to small lot designations. "Exhibit B" are some recommendations from Interwest Inc. that were presented to the Commission for consideration. Staff recommended that the Commission review both Exhibits and then discuss what should be appropriate height, bulk, and space requirements if a "Small Lot Designation" is established in Corning.

The project was advertized before the Planning Commission as follows:

The City of Corning is considering adopting Ordinance 688 that would add the following requirements to Section 16.21.030 (A) of the Corning Municipal Code as it relates to the area and dimensions of residential lots in the City. The additional requirements will read as follows:

R-1-4000 Minimum lot area 4,000 square feet; 4,500 square feet (corner lot)
Minimum width 40 feet; 45 feet (corner lot)

Adoption of Ordinance 688 would also add Section 17.10.032 to the Corning Municipal Code which would read as follows:

17.10.032 Small Lot Designations.

In areas designated R-1-4,000 on the city zoning map, minimum lot size shall be 4,000 square feet. Height, bulk and space requirements shall be as follows: Minimum lot area 4,000 square feet, 4,500 square feet for corner lots, minimum lot width 40 feet, 45 feet for corner lots, maximum building coverage of sixty percent of lot area with a minimum width of any residential structure of twenty feet. All other height, bulk and space requirements set forth in Section 17.10.040 (D) through (H) will be applicable.

As advertized before the Planning Commission the height, bulk, and space requirements for small lot designations would read as follows:

- A. Minimum Lot Area - 4,000 sq. ft. interior lots, 4,500 sq. ft. corner lots,
- B. Minimum Lot Width - 40 feet interior lots, 45 feet corner lots,
- C. Maximum Building Coverage - Sixty percent of lot area with a minimum width of any residential structure of twenty feet,
- D. Minimum front yard setback of twenty feet,
- E. Side yard shall not be less than six feet for each side yard. Three feet shall be added to each required side yard for each story above the first story of any building. The side yard on the street side of each corner lot shall not be less than ten feet. A twenty foot minimum side yard shall be required where a two-story residential structure will be located on a lot which abuts the rear yard of a single-family lot,
- F. Rear yard shall not be less than ten feet,
- G. Building height limit, two and one-half stories, but not exceeding thirty-five feet,
- H. Main building area, the main building shall have a minimum floor area of eight hundred square feet, living space. The definition of "main building" includes a mobile home.

As previously mentioned, Interwest Consultants suggested that Staff and the Commission review what other cities have adopted for the development of these smaller parcels and discuss potential additional amendments to the height, bulk, and space requirements as part of this Ordinance. The Planning Commission has the ability to amend these regulations prior to making a recommendation to the City Council on adoption of the Ordinance.

After reviewing the exhibits presented in the staff report and discussing the existing height, bulk, and space requirements with Staff, the Planning Commission recommended the following for consideration by the Council. The Commission also discussed the height limit but could not come to a decision on what an appropriate height limit should be for smaller lots. One concern had to do with fire protection with structures only be ten feet apart. Staff will discuss this issue with the Fire Chief prior to the Council meeting.

PLANNING COMMISSION ACTION:

On April 21, 2020 the Corning Planning Commission voted 5-0 to recommend that the City Council adopt the 3 Factual Sub-Findings and Legal Findings as presented in the Planning Commission staff report and adopt and approve Ordinance No. 688, the Ordinance to implement Rezone 2020-1. With their motion the Planning Commission recommended that new height, bulk and space requirements be adopted as follows for the small lot designations. Therefore section 17.10.032 would add the following height, bulk and space requirements applicable to the development of small lot parcels.

- A. Minimum Lot Area - 4,000 sq. ft. interior lots, 4,500 sq. ft. corner lots,
- B. Minimum Lot Width - 40 feet interior lots, 45 feet corner lots,
- C. Maximum Building Coverage - Sixty percent of lot area with a minimum width of any residential structure of twenty feet,
- D. Minimum front yard setback of ten feet to residence/porch and a garage must be set back to twenty feet.

- E. Side yard shall not be less than five feet for each side yard. Three feet shall be added to each required side yard for each story above the first story of any building. The side yard on the street side of each corner lot shall not be less than ten feet. A twenty foot minimum side yard shall be required where a two-story residential structure will be located on a lot which abuts the rear yard of a single-family lot,
- F. Rear yard shall not be less than ten feet,
- G. Building height limit, two and one-half stories, but not exceeding thirty-five feet,
- H. Main building area, the main building shall have a minimum floor area of eight hundred square feet, living space. The definition of "main building" includes a mobile home.

Please note that after the Planning Commission meeting, Staff received a Tentative Map creating small lots. On this map it depicts a 56-foot-wide easement for the road right-of-way with an additional 10-foot Public Service Easement (PSE). Staff will discuss and have a recommendation on how to incorporate this PSE into building setbacks for small lot parcels.

GENERAL PLAN:

The 2014-2034 Corning General Plan contains goals throughout the plan.

Community Goal #1 states that the city should: *"Preserve and enhance the quality of life by providing a variety of living environments and accommodating growth."*

Land Use Goal LU-6 states: *"Encourage a sense of community "village" quality and character throughout the City."*

Land Use Goal LU-7 states: *"Improve existing neighborhood aesthetics."*

In addition to these goals Table LU-1 provides *"General Plan Land Use Classifications."* For Single Family Residential (SFR) classifications the plan states: *"Provide single-family and two-family residential living environments receiving a full range of urban services - Maximum densities 14 dwelling units per acre."*

Development of parcels of 4,000 sq ft. minimum permits 10.89 units per acre so creating a "Small Lot Designation" that permits these lots would be consistent with the General Plan.

ENVIRONMENTAL:

The California Environmental Quality Act (CEQA,) Section 15061 (b) (3) states: "a project is exempt from CEQA if: The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is exempt from CEQA."

This section is based on the idea that CEQA applies jurisdictionally to activities which have the potential for causing environmental effects. Where an activity has no possibility of causing a significant effect, the activity will not be subject to CEQA. This approach has been noted with approval in a number of appellate court decisions including the State Supreme Court opinion in *No Oil, Inc. v. City of Los Angeles*.

Ordinance 688 and Rezone 2020-1 are creating new regulations that would allow the creation of single-family residential parcels pursuant to a "Small Lot Designation". This project does not permit any type of physical development without following the procedures set forth in the California Subdivision Map Act and additional CEQA review on a case-by-case basis for the land proposed for development. Therefore, creating regulations that permit the creation of smaller parcels that are consistent with the City of Corning 2014-2034 General Plan will not have a significant impact on the environment.

STAFF RECOMMENDATION:

Staff recommends the following Factual Sub-Findings, Legal Findings and Action for consideration by the City Council:

Factual Sub finding #1

Ordinance Number 688 and Rezone 2020-1 will establish a "Small Lot Designation" within the Corning Municipal Code. Minimum lot size of 4,000 sq. ft. for interior lots and 4,500 sq. ft. for corner lots are consistent with the 2014-2034 Corning General Plan. Creation of lots at these densities will require following the procedures set forth in the California Subdivision Map Act and additional CEQA review on a case-by-case basis.

Legal Finding #1

Creating regulations that will permit lots that are consistent with the General Plan and subject to additional CEQA review prior to creation will not have a direct or indirect impact on the environment and therefore, the adoption and approval of Ordinance 688 and Rezone 2020-1 are exempt from CEQA pursuant to Section 15061 (b) (3).

Factual Sub finding #2

Creating a "Small Lot Designation" within the Corning Municipal Code will allow for the development of minimum parcels at 4,000 sq. ft. for interior lots and 4,500 sq. ft. for corner lots. These size parcels will allow for densities of approximately 10.89 units per acre.

Legal Finding #2

Table LU-1 allows for maximum densities of 14 units per acre in Single-Family Residential land use designations. Providing for parcels developed at 4,000 sq. ft. for interior lots and 4,500 sq. ft. for corner lots does not exceed the maximum densities as set forth in the General Plan therefore, Ordinance 688 and Rezone 2020-1 are both consistent with the Land Use Element of the 2014-2034 Corning General Plan.

Factual Sub finding #3

The 2014-2034 Corning General Plan contains goals throughout the plan.

Community Goal #1 states that the City should: *"Preserve and enhance the quality of life by providing a variety of living environments and accommodating growth."*

Land Use Goal LU-6 states: *"Encourage a sense of community "village" quality and character throughout the City."*

Land Use Goal LU-7 states: *"Improve existing neighborhood aesthetics."*

Legal Finding #3

Adoption of a Small Lot Designation within the Corning Municipal Code is consistent with community and land use goals set forth in the General Plan.

Factual Sub finding #4

On April 21, 2020 the Corning Planning Commission held a duly noticed public hearing to review and make a recommendation to the City Council regarding Ordinance 688 and Rezone 2020-1, the regulations that would create a "Small Lot Designation" within the Corning Municipal Code.

Legal Finding #4

The City of Corning Planning Commission voted 5:0: to recommend that the City Council adopt the Factual Sub-Findings & Legal Findings as presented in the staff report and adopt Ordinance 688, the Ordinance to implement Rezone No. 2020-1.

ACTION

1. **MOVE TO ADOPT THE FOUR FACTUAL SUBFINDINGS AND LEGAL FINDINGS AS PRESENTED IN THE STAFF REPORT AND WAIVE THE FIRST READING OF ORDINANCE 688, THE ORDINANCE TO IMPLEMENT REZONE 2020-1**

OR:

2. **MOVE TO DENY THE ADOPTION OF ORDINANCE 688 AND REZONE 2020-1.**

ORDINANCE NO. 688
AN ORDINANCE OF THE CITY OF CORNING
AMENDING SECTION 16.21.030 (A) AND ADDING SECTION 17.10.032
OF THE CORNING MUNICIPAL CODE REGARDING

The City Council of the City of Corning, having conducted a public hearing in accordance with State law, on May 12, 2020, and having approved the findings recommended by the Planning Commission, does hereby ordain as follows:

To amend Section 16.21.030 (A) of the Subdivision & Planning Code of the City of Corning to read as follows:

- A. The minimum area and dimensions of all lots shall conform to the requirements of the zoning law of the City for the District in which the subdivision is located. Cul-de-sac lots and lots on a curve shall be measured at the building setback line.

Area and Dimensions

R-1	Minimum lot area	—	6,000 square feet; 7,000 square feet (corner lot)
	Minimum width	—	60 feet; 75 feet (corner lot)
R-1-4000	Minimum Lot area	—	4,000 square feet; 4,500 square feet (corner lot)
	Minimum width	—	40 feet; 45 feet (corner lot)
R-1-8000	Minimum lot area	—	8,000 square feet
	Minimum width	—	60 feet
R-1-10,000	Minimum lot area	—	10,000 square feet
	Minimum width	—	60 feet
R-1-2	Minimum lot area	—	6,000 square feet; 7,000 square feet (corner lot)
	Minimum width	—	60 feet; 75 feet (corner lot)
R-2	Minimum lot area	—	5,000 square feet; 6,000 square feet (corner lot)
	Minimum width	—	50 feet; 60 feet (corner lot)
R-3	Minimum lot area	—	5,000 square feet; 6,000 square feet (corner lot)
	Minimum width	—	50 feet; 60 feet (corner lot)
R-4	Minimum lot area	—	6,000 square feet; 7,000 square feet (corner lot)
	Minimum width	—	60 feet; 75 feet (corner lot)

To add Section 17.10.032 of the Zoning Code of the City of Corning to read as follows:

17.10.032 Small Lot designations.

In areas designated R-1-4,000 on the City Zoning Map, minimum lot size shall be 4,000 square feet. Height, bulk and space requirements shall be as follows: Minimum lot area 4,000 square feet, 4,500 square feet for corner lots, Minimum lot width 40 feet, 45 feet for corner lots,

maximum building coverage of sixty percent of lot area with a minimum width of any residential structure of twenty feet.

- A. Minimum Lot Area - 4,000 sq. ft. interior lots, 4,500 sq. ft. corner lots,
- B. Minimum Lot Width - 40 feet interior lots, 45 feet corner lots,
- C. Maximum Building Coverage - Sixty percent of lot area with a minimum width of any residential structure of twenty feet,
- D. Minimum front yard setback of ten feet to residence/porch and a garage must be set back to twenty feet.
- E. Side yard shall not be less than five feet for each side yard. Three feet shall be added to each required side yard for each story above the first story of any building. The side yard on the street side of each corner lot shall not be less than ten feet. A twenty foot minimum side yard shall be required where a two-story residential structure will be located on a lot which abuts the rear yard of a single-family lot,
- F. Rear yard shall not be less than ten feet,
- G. Building height limit, two and one-half stories, but not exceeding thirty-five feet,
- H. Main building area, the main building shall have a minimum floor area of eight hundred square feet, living space. The definition of "main building" includes a mobile home.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning, held on May 12, 2020 and is to be presented for adoption at a regular meeting of the City Council of the City of Corning, held on May 26, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

This Ordinance shall take effect and be in force thirty (30) days from the date of its adoption, and before the expiration of fifteen (15) days after its adoption, it or a summary of it, shall be published once, with the names of Council persons voting for and against the same, in a newspaper of general circulation in the County of Tehama.

Douglas Hatley, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Ordinance (Ordinance 688) was duly introduced to the City Council of the City of Corning at a regular meeting of said Council held on May 12, 2020 and is to be adopted at a regular meeting of the City Council on May 26, 2020 by the votes listed above.

Lisa M. Linnet, City Clerk

Published: _____

**ITEM NO: J-12
REVIEW AND ADOPT RESOLUTION 05-
12-2020-01 A RESOLUTION ADOPTING
A RISK MANAGEMENT PROGRAM**

May 12, 2020

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

BACKGROUND:

As a member of the Northern California Cities Self Insured Fund (NCCSIF), it is recommended the City adopt a Risk Management Policy and establish a framework to accomplish certain goals to ensure a safe environment for our residents, visitors and employees to live and work. If adopted, the proposed Risk Management Program and Administrative Policy would help protect the City's human, physical and financial resources from the risk of accidental loss. The major goals of the proposed Risk Management Program are:

- a. To eliminate or reduce the risk of loss;
- b. To apply responsive claims management techniques to losses that do occur; and
- c. To protect the City from catastrophic losses, or annual accumulation of losses that would cause financial hardship.

Overall, the City Manager would have the responsibility for the Risk Management Program, however risk management shall be the responsibility of each employee, with each Department Head, Director, and Supervisor responsible for activities and the results of their operations.

The proposed Program will incorporate the Policies designation of responsibilities and procedures summarized in the proposed Resolution No. 05-12-2020-01 and defined in detail in the attached document titled Administrative Policy, Policy No. 05-12/2020, Risk Management.

The proposed Risk Management Policy provides provisions and guidance to address the following:

1. **Responsibilities:** Defines responsible party and associated responsibilities;
2. **Organization of Personnel Safety & Risk Management Committee:** Defines duties of the Committee, how decisions are made, and that the meetings shall be held quarterly with minutes of the proceedings prepared.
3. **Accident Investigation & Claims Processing:** Defines who is responsible for reviewing all draft reports/claims, sign off and submit claims to the appropriate Claims Investigator within 5 calendar days. States that all Department Directors/Supervisors shall review all accident/incident reports/claims affecting their Departments and provide timely information to the Administrative Services Manager (City Hall) who will in turn forward to the Claims Investigator and inform the City Manager of the Report/Claim. Clarifies that the Administrative Services Manager (City Hall) is responsible for all paperwork/documentation and OSHA reporting.
4. **Hazard Identification Program:** Defines program, employee responsibilities under the Program, and Program documentation procedures.
5. **Insurance Coverage, Litigation, and Settlement Authority:** Provides information on requirements, responsible party, and process in relation to the following: General Liability, Property, Employee Crime/Errors and Omission Coverage, Workers' Compensation, Funding Sources, Claims Administration, Settlement Authority, and Comparison of Providers.
6. **Contractual Liability:** Defines responsible party(s) for determining such things as indemnity requirements for Contractors, users of public amenities, indemnity requirements for City Contractors, facility users, and any providers not listed above.

Also states that the responsible person shall be required to monitor associated certificates and endorsements.

7. **Employment Issues:** Defines that this is addressed as prescribed in the City's Personnel Rules and Regulations and/or the IIPP (Illness and Injury Prevention Program).
8. **Risk Management Policy Program:** States that the City Manager shall cause this Policy to be reviewed every 3 years and a report prepared covering the effectiveness of the Policy and consider recommendations for amendments.

RECOMMENDATION:

MAYOR AND COUNCIL REVIEW THE PROPOSED RISK MANAGEMENT ADMINISTRATIVE POLICY AND ADOPT RESOLUTION NO. 05-12-2020-01 ADOPTING A RISK MANAGEMENT PROGRAM FOR THE CITY OF CORNING.

RESOLUTION NO. 05-12-2020-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING ADOPTING A RISK MANAGEMENT PROGRAM

WHEREAS, the City of Corning is a member of the Northern California Cities Self Insured Fund (NCCSIF), and

WHEREAS, it is recommended that a risk management policy and framework be established in a public agency to accomplish certain goals, and

WHEREAS, it is the intent of the City of Corning to provide a safe environment for its residents, visitors, and employees in which to live and work,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corning does hereby adopt a risk management program to preserve its human, physical, and financial resources from the risk of accidental loss. The major goals of this risk management program are:

- To eliminate or reduce the risk of loss;
- To apply responsive claims management techniques to losses that do occur; and
- To protect the City budget from catastrophic losses, or an annual accumulation of losses, that would cause financial hardship.

Overall responsibility for the risk management program shall lie with the **City Manager**. Risk management shall be the responsibility of each employee, with each **Department Head/Director/Supervisor responsible** for activities and results of their operations.

Risk Management Program Policies:

- The Risk Management Program is a systematic process to identify, measure and control loss exposures. A citywide hazard identification system will be implemented by the **City Manager** to identify hazardous conditions and respond accordingly. All employees shall be encouraged to notify their Supervisor, Department Head, or the **City Manager** of any condition that may expose someone to injury or damage.
- The Risk Management Program is a responsive claims administration system. The **City Hall Administrative Services Manager** will notify the appropriate claims examiner in a timely manner of all claims or incidents that could become claims. Department Heads and Supervisors will review all accident reports, incident reports, and claims affecting their operations, and provide requested information or follow up to the **City Hall Administrative Services Manager** and claims examiner.
- The Risk Management Program is the transfer of the City's risk of loss to others whenever possible and practical. The **City Attorney** will develop a risk transfer process that assures the use of hold harmless and indemnity clauses in all City Agreements, Contracts, Leases, Permits, Purchase Orders and Rental Agreements, and the use of insurance clauses that provide adequate protection to the City, within the judgment of the City Manager.

Accident Review Process:

An accident review process shall be implemented by the **Administrative Services Manager (City Hall)** to review all accidents, incidents and claims to determine their cause, preventability, methods to prevent future occurrences, and claims defense strategy. The review process should be conducted periodically, as needed.

Safety Review Process:

A safety review process shall be implemented by the **Department Heads/Supervisors** to discuss safety issues and get feedback from City employees on how to make City operations safer. The safety review process shall consider standard industrial safety practices and safety orders issued by the State agencies. The review process should be conducted periodically, but no less than quarterly.

Insurance:

The City will establish self-insurance retention limits consistent with its financial resources. The City will maintain reserves on all self-insured losses to recognize the expected future cost, and appropriate funds to cover all self-insured liabilities. Insurance for risks and catastrophic loss potential shall be purchased whenever it is economically feasible, within the judgment of the City Manager. The **City Hall Administrative Services Manager** shall be the City's liaison with NCCSIF and its claim administration program.

PASSED AND ADOPTED at an adjourned meeting of the City Council of the City of Corning on **Tuesday, May 12, 2020** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas Hatley Jr., Mayor
City of Corning

ATTEST:

Lisa M. Linnet, City Clerk

I **Lisa M. Linnet**, City Clerk of the City of Corning, County of Tehama, California **DO HEREBY CERTIFY** that the foregoing Resolution (**Resolution No. 05-12-2020-01.**) 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 **12th** day of **May 2020** by the votes listed above. The above Resolution has not been amended or altered and is in full force and effect on the date stated above.

Lisa M. Linnet
City Clerk

City of Corning
Administrative Policy
Policy 05-12/2020
Risk Management

Risk Management Mission Statement:

The City of Corning has a moral and legal duty to its citizens, employees, and assets. It will meet its duty by ensuring that risk management plays an integral part in sound governance at both a strategic and operational level.

Risk Management Goals:

- To eliminate or reduce the risk of loss.
- To transfer the City's risk of loss to others whenever possible and practical.
- To apply responsive claims management techniques to losses that do occur.
- To protect the City from catastrophic losses, or an annual accumulation of losses, that would cause financial hardship.

Responsibilities:

City Council: The City Council shall support the risk management effort through setting policy in accordance with its Resolution No 05-12-2020-01.

City Manager: The City Manager's responsibilities include, but are not limited to:

- Overall responsibility for the Risk Management Program and for assigning responsibilities to the City Staff.
- Responsibility for the City's Disaster Preparedness Program.
- Responsibility for the day-to-day administration of the City's risk coverage, claims processing, and Safety Training Program (non-sworn personnel).
- Serve as the board member of coverage to the JPA's to which the City belongs, and liaison to the City's insurance brokers, carriers, and claims administrators.
- Serves as chairperson or assign a designee of the combined Personnel Safety Committee and Risk Management Committee.

Administrative Services Manager (Police Dept.): The Administrative Services Manager responsibilities include, but are not limited to:

- Serve as the City's alternate member on the boards of coverage to the JPAs to which the City belongs and/or as alternate liaison to the City's insurance brokers, carriers, and claims administrators.
- Serve as an advisor to the City Manager and City Council on risk-related matters.

Police Chief: The Police Chief's responsibilities include, but are not limited to:

- Responsibility for the day-to-day administration of the Police Department's Risk Management Program and Safety Training Program for sworn personnel and non-sworn employees of the Police Department.
- Serve on the combined Personnel Safety Committee and Risk Management Committee.

Department Directors/Supervisors: The Department Directors/Supervisors responsibilities include, but are not limited to:

- Overseeing the risk control and safety operations within their respective Departments.

The following Staff Members shall also serve on the combined Personnel Safety Committee and Risk Management Committee: City Manager, City Attorney, Police Chief, Fire Chief, Department Directors, Administrative Services Manager (Police Dept.) and Administrative Services Manager (City Hall).

Organization of Personnel Safety & Risk Management Committee:

This Committee is responsible for keeping the City's Illness and Injury Prevention Program (IIPP) up-to-date and for making policy recommendations regarding the safety and health of City employees. Decisions are made by majority vote of those present with each member having one vote. The Committee's organization and duties, as far as personnel matters are concerned, are prescribed in the City's IIPP.

- In all other areas of risk management, the Committee shall serve as a non-voting, advisory body to the Risk Manager.
- The Committee shall review all incident reports and liability claims.
- Meetings shall be held at least quarterly, and minutes prepared of the proceedings.

Accident Investigation & Claims Processing:

- Work-related injuries and illnesses shall be investigated as prescribed in the City's IIPP.
- Vehicle collisions, citizen injuries, property and equipment damage or theft/vandalism shall be investigated by the Police Department with the full cooperation and assistance of other departments, as needed.
- The Administrative Services Manager (City Hall) shall review all draft incident reports and claims, sign off on them, and submit them to the appropriate Claims Investigator within five calendar days. Department Directors and Supervisors shall review all accident reports, incident reports, and claims affecting their Departments and provide timely information to the Administrative Services Manager (City Hall) for forwarding to the appropriate Claims Investigator. The Administrative Services Manager (City Hall) shall keep the City Manager apprised of all incidents and claims.
- The Administrative Services Manager (City Hall) shall be responsible for all paperwork & documentation of claims and OSHA reporting.

Hazard Identification Program:

- Hazards in the workplace are covered by the City's IIPP.
- All City employees who work in the field are responsible for identifying and reporting hazards to the Director of the Department that is responsible for correcting them. Hazards can immediately be reported directly to the responsible Department Director/Supervisor and corrected in a time-frame appropriate to their severity.
- The City Manager shall work with the Department Directors/Supervisors to formally document established and proven safety programs of the City, such as the tree and Brush Trimming Program and the Sidewalk Repair Program

Insurance Coverage, Litigation, and Settlement Authority:

- General Liability. The City shall maintain a self-insured retention limit, with primary and excess coverage being purchased in appropriate amounts consistent with the City's financial resources. The City shall maintain a reserve account as a restricted fund to cover the self-insured liability. A separate reserve account shall be maintained for legal fees and settlements associated specifically with claims for sewer backups that damage private property.
- Property. The City shall maintain insurance sufficient to cover the replacement cost of its real and personal property, with appropriate deductibles.
- Employee Crime/Errors and Omissions. The City shall maintain coverage for employee crime/errors and omissions with appropriate deductibles.
- Workers' Compensation. The City shall maintain an appropriate insured retention plan for workers' compensation. The City shall maintain a self-insured retention limit, with primary and excess coverage being purchased in appropriate amounts consistent with the City's financial resources. The City shall maintain an appropriate reserve to cover the self-insured liability.
- Funding sources. All insurance premiums shall be paid out of the General Fund as a regular line item under Operations in the General Administration budget of the City.

- Claims administration. The City shall use outside professional claims management for all of its insurance claims.
- Settlement authority. Pursuant to Section 2.44.060. R of the Corning Municipal Code, the City Council gave authority to the City Manager to settle all general liability claims under less than or equal to five-thousand dollars (\$5,000). The City Council has ultimate authority for resolving any general liability claims above \$5,000.
- Comparison of providers. By November 15 of every fifth year, the Administrative Services Manager (City Hall) shall prepare a comparison of providers for the City's insurance needs with a recommendation to the City Manager for any changes.

Contractual Liability:

- The Public Works Director/City Manager shall be responsible for determining indemnity requirements for Contractors and for monitoring certificates of insurance and endorsements for all City public works projects.
- The Public Works Director shall be responsible for determining indemnity requirements for users of public amenities and for monitoring certificates of insurance and endorsements from facility users.
- The City Attorney, in consultation with the City Manager and the program administrator of the City's liability insurance provider, shall be responsible for determining indemnity requirements for City contractors, facility users, and providers not described above. The Public Works Administrative Secretary shall be responsible for monitoring certificates of insurance and endorsements required from such entities.

Employment Issues:

The following issues shall be addressed as prescribed in the City's Personnel Rules and Regulations and/or IIPP: Pre-placement screening; first aid certification; background checks (motor vehicle and criminal); employee indemnification; employee activities; employee benefit coordination and plan document responsibilities.

Risk Management Policy Review:

The City Manager shall cause this policy to be reviewed every three years and a report to be prepared covering the effectiveness of the policy and any recommendations for amendment

ITEM NO: J-13

Adopt Resolution 05-12-2020-02, approving the second Amendment to the amended and restated Joint Powers Agreement reconstituting the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency.

May 12, 2020

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

BACKGROUND:

In 2016, California Senate Bill 1383 (Lara) was signed into law, establishing statewide short-lived climate pollutant emission reduction targets. As it pertains to waste, SB 1383 established targets to achieve a 50 percent reduction in the level of statewide disposal of organic waste from 2014 levels by 2020, and 75 percent reduction by 2025, primarily by targeting residential organic waste and diverting edible food waste from landfill to food recovery organizations. The regulations would exempt rural jurisdictions with an AB 1826 exemption until five years after the exemption is repealed or December 31, 2026, whichever is later, from organic waste collection only. All other requirements, which include the amendment of Franchise Hauling Agreements, passing of local Ordinances or other enforceable mechanisms, extensive outreach, bin labeling, recovery of edible food waste and data tracking, must be established by January 1, 2022.

On March 11, 2020, the Office of Administrative Law (OAL) disapproved the SB 1383 final regulations. OAL has requested non-substantive changes to the regulations, focusing on excess text, how documents are incorporated, and organization and structure of the regulations. CalRecycle has advised that the changes to the scope were not requested. A revised draft of the regulations incorporating OAL's comments was released to the public on April 20, 2020. Agency Staff has reviewed the changes and found them to be non-substantive in nature, as advised by CalRecycle.

The revised regulations must be submitted back to OAL by July 11, 2020. At this point in time, the deadline by which jurisdictions must begin implementing the majority of the regulations has not changed and remains January 1, 2022. As such, at the April 6, 2020 meeting of the Tehama County Solid Waste Management Agency Board of Directors, Agency Staff was given direction to begin facilitating an amendment of the JPA Agreement, thereby delegating the Agency as the responsible entity to implement the regulation requirements. Additionally, Staff will assist or facilitate in the amendment of Franchise Hauling Agreements, the passing of required Ordinances, referral of non-compliant generators back to the jurisdiction of residence for the assessment of fines and tracking of recycled organic waste procurement targets for each jurisdiction. Overall, enforcement responsibility would lie within each jurisdiction. The Agency will make enforcement recommendations and referrals to each jurisdiction, as needed.

In order to amend the JPA Agreement, a majority of the JPA member jurisdictions would have to pass a Resolution (attached) adopting the Second Amendment. If the JPA Amendment is adopted, Staff begin recruiting for one Organic Materials Program Coordinator once the regulations are adopted.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 05-12-2020-02 APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED JOINT POWERS AGREEMENT RECONSTITUTING THE TEHAMA COUNTY/RED BLUFF LANDFILL MANAGEMENT AGENCY AS THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY.

RESOLUTION NO.: 05-12-2020-02

**RESOLUTION APPROVING THE SECOND AMENDMENT TO THE AMENDED AND
RESTATED JOINT POWERS AGREEMENT RECONSTITUTING THE TEHAMA
COUNTY/RED BLUFF LANDFILL MANAGEMENT AGENCY AS THE TEHAMA
COUNTY SOLID WASTE MANAGEMENT AGENCY**

WHEREAS, the County of Tehama, the City of Red Bluff, the City of Corning and the City of Tehama (collectively the "Parties") entered into the amended and restated Joint Powers Agreement reconstituting the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency on or about July 1, 2015; and

WHEREAS, the Parties wish to amend the Joint Powers Agreement ("Agreement") to expand its authority to implement regulations pertaining to Senate Bill 1383 and organic solid waste management.

WHEREAS, the Parties have amended the Agreement to expand the authority in the Agreement to implement regulations pertaining to Senate Bill 1383, and that amended Agreement is attached hereto as Attachment A to this Resolution.

NOW THEREFORE, LET IT HEREBY BE RESOLVED that the Joint Powers Agreement is hereby amended as Attachment A to this Resolution, and that amended Agreement is hereby adopted by the Parties. The amended Agreement shall supersede all previous versions of the Agreement.

NOW, THEREFORE, IT IS FURTHER RESOLVED by the City Council of the City of Corning, that the City Council hereby approves this Resolution approving the Second Amendment to the Amended and Restated Joint Powers Agreement reconstituting the Tehama County/Red Bluff Landfill Management Agency as the Tehama County Solid Waste Management Agency.

The foregoing Resolution was adopted by the City Council of the City of Corning at a regular City Council Meeting held on this 12th day of May, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas Hatley Jr., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I **Lisa M. Linnet**, City Clerk of the City of Corning, County of Tehama, California **DO HEREBY CERTIFY** that the foregoing Resolution (Resolution No. **1-14-2020-01**.) 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 **14th** day of **January 2020** by the votes listed above. The above Resolution has not been amended or altered and is in full force and effect on the date stated above.

Lisa M. Linnet, City Clerk

ATTACHMENT A

AMENDED AND RESTATED JOINT POWERS AGREEMENT RECONSTITUTING THE TEHAMA COUNTY/RED BLUFF LANDFILL MANAGEMENT AGENCY AS THE TEHAMA COUNTY SOLID WASTE MANAGEMENT AGENCY

This agreement is made and entered into by and between the County of Tehama, (hereinafter "County"), the City of Red Bluff (hereinafter "Red Bluff"), City of Corning (hereinafter "Corning"), and City of Tehama (hereinafter "Tehama"), for the purpose of the parties joint participation in the management of solid waste services to be provided to and within their respective jurisdictions.

RECITALS

WHEREAS, the County and the City of Red Bluff are co-owners of the solid waste landfill more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Landfill"). A joint powers agreement (hereinafter referred to as the "Agreement") was executed by and between the County and the City of Red Bluff on or about June 30, 1997, which created the Tehama County/Red Bluff Landfill Management Agency, as a joint powers agency (hereinafter referred to as "the JPA II") formed and existing pursuant to the provisions of the Joint Exercise of Powers Act (Government Code Sections 6500 et. seq.). Pursuant to the Agreement that JPA was formed for the purpose of operating and exercising management oversight over the operation of the Landfill and any contractors retained to operate same; and

WHEREAS, by an undated agreement, the County, and the Cities of Red Bluff, Corning and Tehama, entered into a separate joint powers agreement which created the Tehama County Sanitary Landfill Agency (hereinafter referred to as "JPA I") for the purpose of funding the cost of administering and maintaining existing sanitary landfill sites; and

WHEREAS, it is the desire of the parties to effectively combine the functions of the two aforesaid joint powers agencies, by amending the Agreement creating JPA II to add the Cities of Corning and Tehama as parties to said Agreement and members of JPA II. It is the further intent of the parties to consolidate the functions of the two joint powers agencies into the purposes and functions of JPA II. Finally, with the consolidation of the functions into JPA II, it is the intent of the parties to terminate the legal existence of JPA I; and

WHEREAS, in combining the functions of JPA I and JPA II, it is the intent that all of the funds and any assets of JPA I shall be transferred to JPA II, and thereafter JPA II shall be responsible for any legal obligations of JPA I that may survive the termination of the joint powers agreement that established JPA I and the termination of the existence of JPA I. The funds transferred from JPA I to JPA II shall be used first for the discharge of any pre-existing obligations of JPA I and thereafter any residual funds shall be used for the discharge of the functions of JPA I assumed by JPA II with the consolidation of the two JPAs.

WHEREAS, each of the parties expressly represents and acknowledges that it desires to enter into an agreement with the other parties through which the four named entities will participate in the management of JPA II, in the manner set out in this Amended and Restated Agreement. The functions of JPA II shall, hereinafter include the operation or alternatively, oversight of the operation of the Landfill or such other sanitary landfills as JPA II may hereinafter acquire, including without limitation the oversight of any landfill operator, household hazardous waste facility management, Assembly Bill 939 compliance, Senate Bill 1383 compliance, Assembly Bill

ATTACHMENT A

1826 compliance, Assembly Bill 341 compliance, solid waste, organics, recycling, and hazardous waste grant management, and the management of closure post-closure and corrective action responsibilities of all phases of the Tehama County/Red Bluff Landfill. In addition the joint powers agency shall serve as and be deemed to be and have the powers of a Regional Agency in and for the whole of Tehama County, as set out in the Public Resources Code, including without limitation to reduce the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facility, to diminish the responsibility of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, hazardous waste and recycling grants.

WHEREAS, the requirements for forming a Regional Agency as set forth in Public Resources Code 40975 have all been met as set forth in Exhibit B to this Amendment.

WHEREAS, the parties expressly designate and desire for the JPA II to ensure and oversee compliance with SB 1383 on behalf of each agency hereto.

NOW, THEREFORE, IT IS AGREED by the four above named entities, each of which is acknowledged as a party to this agreement that that the joint powers agreement dated June 30, 1997, by and between the County and the City of Red Bluff is amended and restated as follows. This agreement shall supersede and replace the 1997 Agreement and any amendments thereto.

ARTICLE I CONTINUATION OF AND RENAMING OF JPA II

The joint powers agency as established by the aforesaid Agreement dated June 30, 1997, by and between the County and the City of Red Bluff shall continue in existence. Hereinafter said joint powers agency shall be known as the Tehama County Solid Waste Management Agency (hereinafter referred to as the "Joint Powers Agency" or "Agency" located at 20000 Plymire Rd. Red Bluff, CA 96080. The Agency shall be a public entity separate and distinct from the parties to this agreement. (See Gov Code Section 6503.5 and 6507)

ARTICLE II PURPOSE OF AGREEMENT

This agreement is for the purposes as set forth in the above recitals and as follows:

- A.** Establishing a Regional Agency formed for the purpose of reducing the cost of reporting, tracking and developing disposal and diversion programs by the individual cities and counties, and to increase the diversion of solid waste from disposal facilities, to coordinate efforts of individual cities and counties to implement source reduction, recycling, hazardous waste, and composting programs, to apply for and manage solid waste, organics, hazardous waste and recycling grants, organic waste management, edible food recovery, and all other powers granted Regional Agencies by the Public Resources Code, in and for the whole of Tehama County.
- B.** Operating or having management oversight over the operations of the Landfill owned by the City of Red Bluff and County, and any other solid waste facilities hereinafter acquired by the Agency, together with oversight over and management of any contracts and contractors doing business with the Agency. In addition, the Agency shall have the right to operate the landfill and any solid waste facility when deemed appropriate

ATTACHMENT A

by the Agency and to ensure compliance with all laws imposed upon landfills, landfill operators, and owners of landfills.

- C. Funding, in whole or in part, the cost of administering and maintaining existing sanitary landfill sites, the funding of costs which will be incurred during closure, post-closure, and corrective action of existing sanitary landfill sites, and funding costs necessary to purchase, open and administer future landfill sites.

ARTICLE III TERM

This agreement shall become effective as of the date of the execution by all parties and shall continue in full force and effect until terminated in accordance with the provisions set forth below.

ARTICLE IV BOARD OF DIRECTORS AND OTHER DESIGNATE OFFICERS

BOARD OF DIRECTORS

The Board of Directors of the Tehama County Solid Waste Management Agency shall consist of thirteen (13) members, five (5) members from the County of Tehama, five (5) members of the City of Red Bluff, one (1) member from the City of Tehama, one (1) member from the City of Corning, and one (1) public member at-large. The members of the City of Corning, and City of Tehama shall be an incumbent member of the City Council, the members representing the City of Red Bluff shall be the five incumbent members of the Red Bluff City Council, and the members representing the County shall the five incumbent members of the Board of Supervisors.

The Board of Directors of the Tehama County Solid Waste Management Agency shall be organized as follows:

- A. The Board of Directors shall elect a chair and vice-chair from its members for a term determined by the Board. Notwithstanding any provision in the Joint Powers Agreement or in any by-laws adopted by the Board to the contrary, the public member at-large shall be eligible to serve on the Executive Committee and to serve as chair or vice-chair of the Board of Directors.
- B. The Board of Directors shall appoint a secretary to serve at the pleasure of the Board. The secretary need not be a member of the Board.
- C. The Board may adopt such by-laws as are deemed necessary for the conduct of its affairs and the affairs of the Agency. The Board may from time-to-time adopt such rules and regulations for the conduct of its meetings and affairs as may be required. Any by-laws or rules and regulations adopted by the Agency may be adopted, amended, or revoked at any time by a supermajority of the Board which shall consist of the affirmative vote of nine or more members of the Board.
- D. The Board shall adopt rules and/or regulations for the conduct of the meetings of the Executive Committee as hereinafter provided for. The Board may also delegate authority to the Executive Committee to act on behalf of the Agency, including approval of any contracts, the amount or limits on which shall be as set forth in Article V.
- E. The Board may, with the exception of the adoption of by-laws, rules and regulations and the appointment of the Executive Committee, take such action by a majority vote

ATTACHMENT A

of the members of the Board as is necessary to carry out the duties of the board. A quorum of the Board shall consist of not less than seven members with at least three members each being present from the County Board of Supervisors and the Red Bluff City Council.

- F. The Board shall be solely responsible for and shall annually adopt a budget for the Agency. In addition, the Board shall, consistent with the provision of state law, have the authority to adopt such ordinances and policies with regard to the use of the solid waste facilities owned and/or managed by the Agency or such other matters as may be within the authority of the Agency.

OTHER DESIGNATE OFFICERS

- A. The County Treasury of the County is hereby designated as the depository of the Tehama County Solid Waste Management Agency. The Treasurer is designated as the depository of the Tehama County Solid Waste Management Agency, to have custody of all the money of the Agency, from whatever source, and as such, shall have the powers, duties and responsibilities specified in Government Code Section 6505.5.
- B. The County Auditor of the County is hereby designated as controller of the Agency, and as such, shall have the powers, duties and responsibilities in Government Code Section 6505.5.
- C. The charges to be made against the Agency, for the services of the treasurer and the controller shall be subject to the approval of the Full Board.
- D. The treasurer and controller of the Tehama County Solid Waste Management Agency are designated as the public officers or persons who have charge of, handle, or have access to any property of the Agency. This requirement may be satisfied by the Official Bond of such officer obtained in connection with their offices as County Treasurer and County Auditor, respectively.

ARTICLE V

EXECUTIVE COMMITTEE AND POWERS OF THE EXECUTIVE COMMITTEE

EXECUTIVE COMMITTEE

The Executive Committee of the Tehama County Solid Waste Management Agency shall consist of two directors each from the City of Red Bluff and the County of Tehama, and one director each from and appointed by the governing body of the City of Corning and City of Tehama, and annually, upon approval of the Board of Directors, may also include the public member at-large. Each director shall serve at the pleasure of the governing body of the appointing party. All meetings of the Executive Committee shall be conducted in compliance with the Brown Act (Government Code Section 54950 et. seq.).

POWERS OF THE EXECUTIVE COMMITTEE

The Agency Board has delegated the following powers to the Executive Committee:

- A. To assure compliance with, and enforcement of, all laws and regulations imposed upon the operation of the landfill.
- B. Administer all contracts associated with the landfill, household hazardous waste facilities, and recycling facilities including but not limited to daily operations, closure/post-closure, or development of new phases, etc.

ATTACHMENT A

- C.** Administer all state mandated Assembly Bill 939 and Assembly Bill 341 programs including, but not limited to, Source Reduction and Recycling Element, and Household Hazardous Waste Element programs.
- D.** Review and Approve the Five-Year Regional Agency Integrated Waste Management Plan.
- E.** Administer the Tehama County Recycling Market Development Zone
- F.** Ensure the filing of all reports, and processing of permits as required by regulatory agencies.
- G.** Approve the payment of the warrant register and claims on behalf of the Agency
- H.** Implement the "Zero Fee Schedule" upon adoption of a finding by a unanimous vote of the Executive Committee that a disaster that threatens public health or safety has occurred.
- I.** Maintain Agency funds and accounts as may be required by good accounting practices and to coordinate the annual audit.
- J.** Approve and administer contracts and change orders with an annual amount up to \$35,000.00.
- K.** Approve grant resolutions and grant-funded agreements with an Agency hard match of less than \$25,000.00.
- L.** Establish, administer, and/or operate all state mandated Senate Bill 1383 and Assembly Bill 1826 programs including, but not limited to, organic waste management, edible food recovery, and education and outreach.

A quorum of the Executive Committee shall consist of not less than four (4) members being present. An affirmative vote of at least a majority of the total voting membership of the Agency shall be required to carry a motion.

ARTICLE VI MEETINGS

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Board of Directors of the Agency shall meet not less than once each calendar quarter. The meeting shall be held at the hour of 8:30 a.m. on the first Monday of each calendar quarter at the Tehama County Board of Supervisors Chambers.

In the absence of by-laws, Rules and Regulations adopted by the Board of Directors providing otherwise, the Executive Committee of the Agency shall meet once each calendar month in months the Full Board does not meet. The time and place of the meeting shall be as determined by the Executive Committee immediately following their appointment and shall be evidenced by the adoption of a resolution of the Executive Committee so as to establish a regular meeting schedule and location (in compliance with the Brown Act).

ARTICLE VII AGENCY POWERS

The Board of Directors of the Tehama County Solid Waste Management Agency shall have the following powers:

ATTACHMENT A

- A.** to prescribe, set the amount of, revise, and collect tipping fees at the landfill gate to pay the cost for services and facilities, whether within or without its territorial limits, in connection with its sanitation needs. The revenues derived therefrom shall be used only for the acquisition, construction, reconstruction, maintenance and operation of its sanitation facilities and needs, and all powers described in Article VII of this agreement;
- B.** to receive and operate from funds, revenues or assessments properly levied by the Agency, or by the Board of Supervisors of Tehama County or by Red Bluff, Corning, or Tehama. The Board shall determine the solid waste services and activities in which it shall be engaged for the benefit for the Agency. The Agency may determine that some services and duties in the solid waste field should be performed by the individual parties, rather than by the Agency. The Board shall have other powers and duties as are granted and prescribed by Division 5, Part 3, Chapter 6, Article IV of the California Health and Safety Code commencing with section 5470, and all other applicable codes and laws. The powers and duties referred to herein include the rights of the Agency to appoint or contract with such agents including governmental bodies as agents, which are a member of the Agency, to carry out the powers and duties that are designated herein;
- C.** to act as and be considered as and have all powers of a Regional Agency as provided in PRC Section 40970 et seq., and to perform all tasks authorized to be performed as a Regional Agency as set forth in the PRC for the whole of Tehama County;
- D.** to monitor the operations of the Tehama County/Red Bluff Landfill and take such action as is necessary to enforce compliance by the contract Landfill operator, if any, with the terms of the Landfill operating contract between the Agency and the contract landfill operator, if any, on the other;
- E.** to comply with and enforce all laws imposed upon the operation of the Landfill;
- F.** to manage the Landfill including the closure, post-closure, and corrective action of any phases thereof and the opening of new phases, if any;
- G.** to purchase property for Landfill expansion or buffer or for such other solid waste facilities and related purposes as may be determined necessary and appropriate;
- H.** to take such action as is necessary to comply with all laws required of owners and operators of a solid waste landfill;
- I.** to fund and update all state mandated programs, including, but not limited to, the source reduction and recycling element, household hazardous waste element, monitor and report to member jurisdictions and to the State and to its appropriate agencies for compliance with the California Integrated Waste Management Act of 1989;
- J.** to apply for and manage solid waste, recycling, organics, and hazardous waste grants on behalf of its member jurisdictions.
- K.** to hire as employees, or otherwise, such personnel as shall be necessary to carry out the powers and purposes of this joint powers agency and to prescribe the duties and the compensation for such personnel from Agency funds;
- L.** to rent and or purchase facilities, supplies, and equipment as needed;
- M.** to enter into contracts;
- N.** to incur debt provided that any such debt shall not become the debt or liability of any party to this agreement;
- O.** to assume the assets of and from JPA I;

ATTACHMENT A

- P.** to assume the existing lawful functions, duties and liabilities of JPA I, including but not limited to assuming responsibilities and obligations under all existing contracts that JPA I is a party to;
- Q.** to act as the delegate for each party of this agreement and comply with all regulations in Senate Bill 1383 and subsequent regulations established and amended in Title 14, Division 7, Chapters 3, 3.1, 3.2, 5, 9, and 12, of the California Code of Regulations. Such compliance shall be on behalf of each party to this agreement, to the extent allowed by law. The powers and duties referred to herein shall include, but not be limited to, establishing, administering, implementing and/or operating all State mandated Senate Bill 1383 programs. Such programs include, but are not limited to, organic waste management, edible food recovery, education and outreach, enforcement referral, inspection, and mandated record keeping programs. Such compliance shall also include providing assistance to each party to demonstrate access and operative requirements for recycling capacity, and mandated record keeping to the state and as required by law;
- R.** establish, administer, and implement the edible food recovery program as required by Senate Bill 1383. Such duties shall include, at a minimum, assessment of existing capacity for edible food recovery, establishing a food recovery program, inspection of commercial generators for compliance, and education and outreach to all businesses, residents, commercial edible food generators, and any other entities or parties required by law or deemed necessary by the parties;
- S.** implement, construct, and/or operate facilities to comply with all local, state, and federal law, including, but not limited to recycling, organic waste, and edible food recovery facilities and operations;
- T.** work with CalRecycle and any other state or federal entities in assessing, and ensuring compliance with the CalRecycle procurement and pollution reduction targets for the jurisdictions in its service area;
- U.** to sue and to be sued; and
- V.** to do all acts necessary to carry out the powers and purpose set forth in this agreement for the whole of Tehama County.

The powers and duties referred to herein include the right of the Agency to appoint such agents, including such government entities which are members of the Agency to carry out the powers and duties designated herein.

In exercising the powers granted under this Agreement and in the conduct of all business of the Agency, the Agency shall be subject to the restrictions upon the manner of exercising the power that applies to the County of Tehama under California Law.

ARTICLE VIII HOLD HARMLESS AND INDEMNIFICATION

No party hereto or its officers and employees shall be deemed to be liable for the negligent act of the Agency or of any other party hereto. To the extent permitted by law the Agency shall indemnify, hold harmless and defend each of the parties, their officers and employees from any liability, claims, demands of any nature whatsoever arising from the acts or omissions of the Agency and shall pay all claims, awards, damages, judgments and costs, including without limitation attorney's fees incurred by any party to this Agreement arising from acts or omissions of the Agency.

ATTACHMENT A

The members of the Board of Directors, all officers, employees, and legal advisors of the Agency shall not be liable for any error in the exercise of their judgment and/or discretion or for any action or omission of their part, if in the performance of their duties and function on behalf of the Agency they use ordinary care and diligence.

Pursuant to provisions of the California Tort Claims Act (Government Code Section 810 *et. Seq.*), the Agency shall be required to indemnify, defend and hold harmless each and every director, officer and employee of the Agency (including, but not limited to, staff from any member entity that performs any service or function or provides any advice to the Agency on Agency business), from all claims, demands and lawsuits that may be filed against any such persons stemming from the activities of the person in the course and scope of their employment and/or service on behalf of the Agency.

ARTICLE IX DEBTS AND LIABILITIES OF THE SOLID WASTE AGENCY

The debts, liabilities and obligations of the Tehama County Solid Waste Management Agency shall not be obligations of and shall not be binding on the parties to this agreement, the Agency shall hold each of the parties to this agreement free and harmless from, defend and indemnify them against any claims of liability or damage arising from activities of the Agency. Should any debt, liability or obligation of the Agency not be waived or allowed payable through assets of the Agency, the parties to this agreement shall each not be liable therefor except as may be required by law.

ARTICLE X ACCOUNTS AND REPORTS

The Tehama County Solid Waste Management Agency shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Agency shall be open to inspection at all reasonable times by all parties to this Agreement and their representatives. The Agency shall give an audited, written report of all financial activities for each fiscal year to the County and to the City within 270 days after the close of each fiscal year.

The Agency shall either make or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Agency, in each case, the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under the California Government Standards. When such an audit of an account or records is made by a certified public accountant or public accountant, a report thereof shall be filed as public record with the County and the City. Such report shall be filed within 270 days of the end of the fiscal year under examination.

Any costs of the audit, including contracts with or employment of certified public accountants or public accountants in making an audit pursuant to this section shall be borne by the Agency and shall be a charge against the encumbered funds of the Agency available for the purpose.

ARTICLE XI TERMINATION

This agreement shall remain in full force and effect until such time as a majority of the parties thereto agree upon termination thereof. Any party to the Joint Powers Agreement shall have the

ATTACHMENT A

right to terminate its membership and withdraw from the Agency at any time by resolution of its legislative body, delivered to the Agency. Said withdrawal shall be effective on the date on which the Agency takes action to accept the withdrawal but not sooner than 90 days following the receipt of the notice of termination being delivered to the then Agency Chair or Secretary. Acceptance of withdrawal may occur upon the concurrence of the withdrawal by one half of the members of the Board of Directors. Said action by the Agency shall not be unduly delayed or withheld provided the withdrawing party complies with the provisions of this Article XI. The withdrawal of the City of Red Bluff and/or the County of Tehama to this agreement shall act to terminate this agreement. Withdrawal of the City of Tehama and/or the City of Corning shall not terminate this agreement. The date of termination shall be the date upon the resolution accepting the withdrawal is adopted.

Upon termination of this agreement, any assets in the possession of the Agency after payment of all liabilities, costs, expenses and charges incurred under this agreement shall be returned, sold, donated, or otherwise disposed of only by subsequent agreement between the parties hereto. As co-owners of the Tehama County/Red Bluff Landfill all remaining assets shall be the property of the City of Red Bluff and the County of Tehama. Any other assets or funds in the possession of the Agency after payment of all liabilities, costs, expenses and charges validly incurred pursuant to this Agreement shall be returned to the member agencies in proportion to their contributions determined as of the date of termination. If the funds are derived from sources other than the contributions from the member entities, to the extent that such funds are otherwise eligible to be distributed to the member entities then such funds shall be distributed according to a formula based on the population within the respective jurisdictions for the Cities and the County.

Upon termination of this agreement, each individual jurisdiction will be responsible for implementing the requirements of Article 1 (commencing with Section 41780) of Chapter 6 of the California Public Resources Code.

IN WITNESS HEREOF, the undersigned public agencies of the State of California have executed this First Amendment to the Joint Powers Agreement by the adoption of a Resolution.

COUNTY OF TEHAMA

Chair, Board of Supervisors

Resolution Number

CITY OF CORNING

Mayor, City of Corning

Resolution Number

CITY OF RED BLUFF

Mayor, City of Red Bluff

Resolution Number

CITY OF TEHAMA

Mayor, City of Tehama

Resolution Number

ATTACHMENT A

EXHIBIT "A"

All that real property situated in the County of Tehama, State of California, described as follows:

APN 024-010-59-1

That portion of Parcel B of Parcel Map No. 91-15, as shown on the map filed in Tehama County Recorder's office, February 9, 1996 in Book 11 of Parcel Maps at pages 92 and 93 (being a portion of Section 14, Township 27 North, Range 4 West, M.D.M), more particularly described as follows:

BEGINNING at the Northwest Corner of said Parcel B,
THENCE, along the Westerly Line of said Parcel B, South 0° 04' 56" East,
370.08 feet;
THENCE, South 89° 43' 30" East, 300.00 feet;
THENCE, parallel with Westerly Line of said Parcel B, North 0° 04' 56" West, 277.88 feet
to the Northeasterly Line of said Parcel B;
THENCE, along said Northeasterly Line, North 72° 40' 19" West, 314.39 feet to the
POINT OF BEGINNING.

APN 024-010-60-1

That portion of Parcel C of Parcel Map No. 91-15, as shown on the map filed in the Tehama County Recorder's Office, February 9, 1996 in Book 11 of Parcel Maps at pages 92 and 93 (being a portion of Section 14, Township 27 North, Range 4 West, M.D.M), more particularly described as follows:

BEGINNING at the Northwest Corner of said Parcel C,
THENCE, along the Northerly Line of said Parcel C, South 89° 36' 44" East 300.00 feet;
THENCE, parallel with the Westerly Line of said Parcel C, South 0° 04' 56"
East, 1351.44 feet to the Southwesterly Line of said Parcel C:
THENCE, along said Southwesterly Line, North 72° 40' 19" West 314.39 feet to
the Westerly Line of said Parcel C
THENCE, along said Westerly Line, North 0° 04' 56" West, 1259.83 feet to the
POINT OF BEGINNING

APN 024-010-64-1

That portion of the Southeast Quarter of Section 15, Township 27 North, Range 4 West, M.D.M., more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 15, thence, along the Easterly Line of said Section 15, South 0° 04' 56" East, 2659.83 feet the Northeast Corner of said Southeast Quarter, being the POINT OF BEGINNING;

THENCE, along the Northerly Line of said Southeast Quarter, North 88° 42' 47" West,
1600.00 feet;
THENCE, parallel with the Easterly Line of said Southeast Quarter, South 0° 04' 56" East
300.00 feet;

ATTACHMENT A

THENCE, parallel with the Northerly Line of said Southeast Quarter, South 88° 42' 47" East, 1600.00 feet to the Easterly Line of said Southeast Quarter;
THENCE, along said Easterly Line, North 0° 04' 56" West, 300.00 feet to the POINT OF BEGINNING.

APN: 024-010-04-1

An undivided $\frac{1}{2}$ interest in the West 60.00 feet of the East 120.00 feet of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 27 North, Range 4 West, M.D.B&M.

EXCEPTING AND RESERVING THEREFROM all of said land described herein, all oil, gas, minerals, carbons, hydrocarbons and all kindred substances, but without right of surface entry to a depth of 500 feet below the present surface of the ground.

ATTACHMENT A

EXHIBIT B

The requirements for forming a Regional Agency as set forth in PRC Section 40975 have all been met as set forth herein:

1. Listing of Cities and Counties

- a. County of Tehama
- b. City of Red Bluff
- c. City of Corning
- d. City of Tehama

2. Civil Penalties

The allocation of civil penalties, pursuant to PRC Section 41813 and 41850 may be imposed against the Regional Agency. Consistent with PRC Section 40974, the total amount of civil penalties which may be imposed against the Regional Agency is equivalent to that amount which is the sum of the penalties which may be imposed against the County of Tehama, the City of Red Bluff, the City of Corning, and the City of Tehama. Pursuant to PRC Section 40974, civil penalties as against the Regional Agency are apportioned among the member agencies base on each agency's percentage contribution to the previous twelve (12) months of total disposal.

3. Contingency Plan

In the event this Regional Agency is abolished, Tehama County, Red Bluff, Corning, and Tehama, each agree to assume responsibility independently for the requirements of PRC Section 40900 et seq. (Integrated Waste Management Plans) generally, and waste diversion (PRC Section 41780 et seq.); specifically that each entity shall independently agree to implement the programs as described and specified in the approved AB 939, HHWIE, and SRRE plans previously submitted by the entities.

4. Waste Diversion Responsibilities and Duties of Parties

Tehama County, Red Bluff, Corning, and Tehama have prepared waste diversion plans that they intend to implement through this Regional Agency. Specifically, the entities agree that they will implement the programs as described and specified in the AB 939, HHWIE, and SRRE approved plans previously submitted by the entities.

5. Description of Source Reduction, Recycling, and Composting Programs

The Regional Agency shall implement the programs as described in the source reduction, recycling, compost, special waste and education/public information components of the Source Reduction and Recycling Element; and the selected programs of the Household Hazardous Waste Element; Non-Disposal Facility Element and the Siting Element that were previously submitted to the Board by the member agencies.

**ITEM NO.: J-14
CHOOSE PARK LOCATION FOR
INSTALLATION OF SIX STATIONARY
FITNESS STATIONS, AND
AUTHORIZE PURCHASE OF A
NEUTRON SPINNER TO REPLACE
SLIDE AT NORTHSIDE PARK**

May 12, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: KRISTINA MILLER, CITY MANAGER
CHRISSY MEEDS, PLANNER 1/ RECREATION COORDINATOR**

SUMMARY:

Staff seeks a decision by the City Council on the placement of six (6) fitness stations, and requests City Council approval to purchase a new Neutron Spinner play structure, to replace the removed slide at Northside Park (photo attached).

BACKGROUND:

On March 10, 2020 the Corning City Council voted 5-0 to not place the six (6) stationary fitness stations at Yost Park. Staff was directed to have the Corning Recreation Commission choose an alternative location for this equipment.

At the April 7th Corning Recreation Commission meeting Staff recommended the fitness stations be located at Corning Community Park/Lennox Fields and illustrated the locations along the existing walking trail using a Google Earth map. It was explained during the meeting the cost to install the fitness stations at this location is minimal because an existing trail will be utilized. The Recreation Commissioners voted for Northside Park to be the new proposed location. Staff also prepared three options for a piece of play equipment to be placed at Northside Park to replace the slide that had to be removed. Recreation Commissioners approved the selection of a Neutron Spinner as the replacement equipment.

A Recreation Commission Special Meeting was held on April 30, 2020 to discuss where the fitness stations should be located within Northside Park. Staff prepared three Google Earth maps with fitness stations placed in different areas of Northside Park. Robin Kampmann, City Engineer/Public Works Consultant reviewed the maps and prepared cost estimates for hardscape material required for placement of the fitness stations for each map presented. The Recreation Commission reviewed the three maps and associated cost estimates for each site. Commissioners voted to place the fitness stations at the attached location at Northside Park, (see Exhibit 1). The cost to install the fitness stations as proposed is \$33,537.22, assuming City labor is used for the installation of the decomposed granite. The City's sidewalk contractor is proposed to install the sidewalk. Volunteers are proposed to install the fitness stations themselves. There will also be ancillary costs (concrete and other supplies) not included to install the playground equipment.

FINANCIAL:

Approximately \$27,500 will need to be appropriated from the General Fund reserves to fund the installation of the fitness stations as recommended by the Recreation Commission. Please see the table below of costs associated with the project as proposed:

Description	Cost (\$)
Cost of playground equipment and fitness stations	86,394
Cost of neutron spinner	4,531
Installation Supply Cost Estimate	3,000
Cost of Northside Park Pathway for Fitness Stations as proposed by Recreation Commission	33,540
Total	127,465
Budgeted Amount	100,000
Over Budget	(27,465)

RECOMMENDATION:

MAYOR AND COUNCIL:

- 1. APPROVE LOCATION OF FITNESS STATIONS AT NORTHSIDE PARK AS PROPOSED BY THE RECREATION COMMISSION, AND APPROVE AN APPROPRIATION OF \$27,500 FROM GENERAL FUND RESERVES TO FUND THE INSTALLATION; OR**
- 2. CHOOSE AN ALTERNATIVE LOCATION; AND**
- 3. AUTHORIZE AND DIRECT STAFF TO PURCHASE A NEUTRON SPINNER IN THE AMOUNT OF \$4,531.00 FROM PARK PLANET TO REPLACE THE SLIDE AT NORTHSIDE PARK.**



By: RLK
4/13/20



CITY OF CORNING NORTHSIDE PARK - FITNESS STATIONS
PRELIMINARY ENGINEER'S OPINION OF CONSTRUCTION COSTS (EXCLUDING FITNESS EQUIPMENT)
OPTION #4

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	COST
ON-SITE					
1	SIDEWALK	2,450	SF	\$ 6.42	\$ 15,729.00
2	ACCESSIBLE PEDESTRIAN RAMPS	300	SF	\$ 18.95	\$ 5,685.00
3	CURB AND GUTTER (ROLLED)	40	LF	\$ 29.12	\$ 1,164.80
4	TRUNCATED DOMES	45	SF	\$ 20.00	\$ 900.00
5	DECOMPOSED GRANITE @ 2" THICK	1,960	SF	\$ 0.70	\$ 1,372.00
6	EDGING	980	LF	\$ 4.40	\$ 4,312.00
SUBTOTAL					\$ 29,162.80
CONTINGENCY (15%)					\$ 4,374.42
TOTAL					\$ 33,537.22

.27 miles

Community/Lennox

Proposed Fitness Stations

Legend

- Coming Community Park and Skate Park
- Feature 1
- Path Measure



Google Earth

QUOTE



Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

Main#: (877) 473-7619
Fax#: (530) 246-0518

QUOTE TO:

City of Corning
Christina Meeds
774 Third Street
Corning, CA 96021

DATE: 5/4/2020

QUOTE #: Q20-1904

REP: kyle@parkplanet.com

Main #: 530-824-7000

PROJECT: Northside Park

Email: cmeeds@corning.org

TERMS: Net 30dys / Install

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	Playcraft	A2-2485	Neutron Spinner	3,393.00	3,393.00T
		PCF	PlayCraft Freight w/ Liftgate & Pallet Jack	875.00	875.00
			**PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L. Offloading is the CUSTOMERS responsibility and is NOT included in shipping costs. Please discuss offloading options with an Park Planet and/or NSP3 representative PRIOR to placing an order.		
		Equip Only Offloading	Equipment only. Installation to be supplied by others. Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more AND also reach forks is recommended.		

QUOTE GOOD FOR 30 DAYS

SUBTOTAL \$4,268.00

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)
Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. At time of shipment the commercial freight company will call to make a delivery appointment.

SALES TAX (7.25%) \$245.99

TOTAL \$4,513.99

Representative Authorized to Order:

Date:

SIGNED QUOTE REQUIRED TO ORDER

IMPORTANT NOTES: Read First

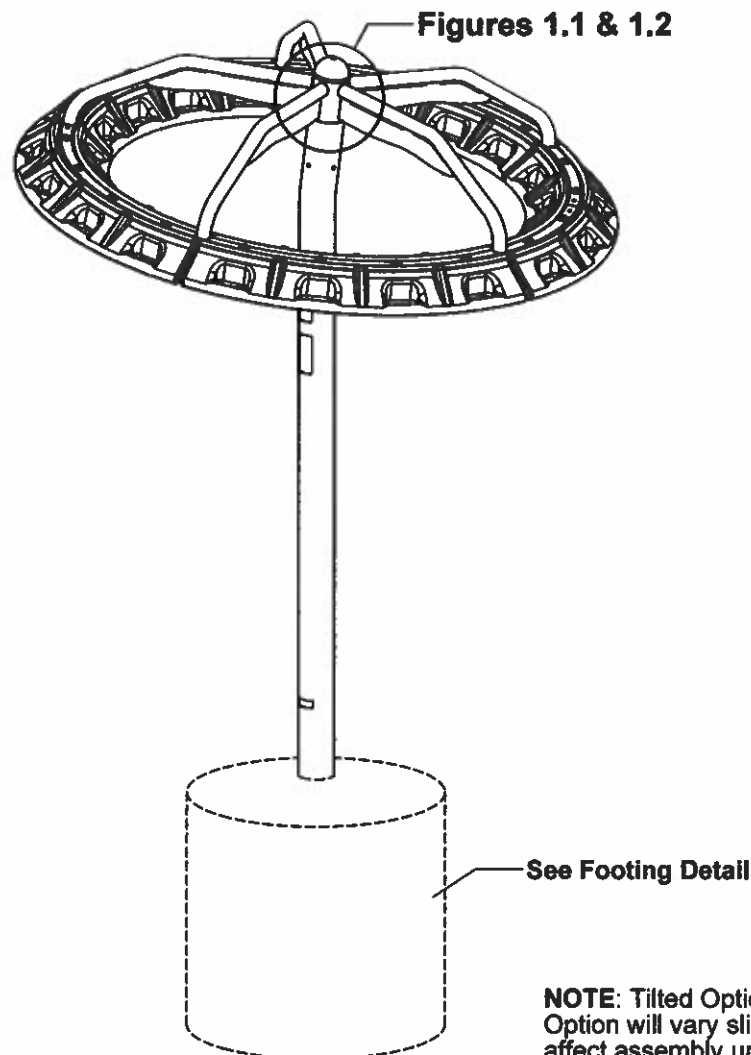
(A) Use liquid thread lock (such as Loctite®) with all threaded hardware. **Important:** Liquid thread lock (prior to curing) helps to eliminate the common problem of "thread seizure" in stainless steel hardware by serving as a lubricant during assembly.

(B) Do not pour concrete until the Neutron Spinner Post is completely leveled and plumbed. Concrete must be allowed to cure completely before proceeding with assembly (at least 72 hours).

(C) The maximum height of rungs (at grasping point) from the top of the protective surfacing varies by age group: Ages 5-12: 84" [2130mm] above protective surfacing.

(D) An appropriate energy absorbing safety surface is required under and around all playground equipment. Loose fill protective surfacing is shown only as an example for the purpose of this assembly instruction. Other surfacing material may vary in thickness and/or compression depths. See free publication - The Handbook for Public Playground Safety, Publication #325 at www.cpsc.gov for the surfacing appropriate for the fall height of the equipment or consult your surfacing supply representative.

FIGURE 1
Neutron Spinner



NOTE: Tilted Option shown. Horizontal Option will vary slightly, but does not affect assembly unless otherwise noted.

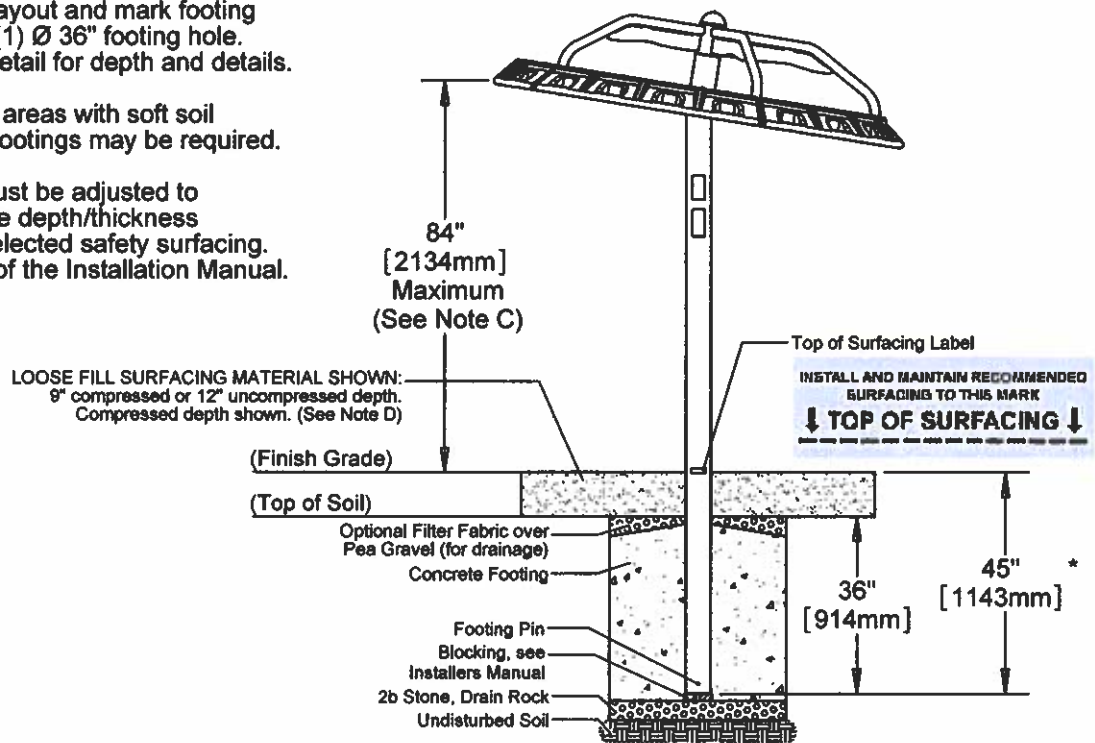
Step 1

Refer to Footing Layout and mark footing hole location. Dig (1) Ø 36" footing hole. Refer to Footing Detail for depth and details.

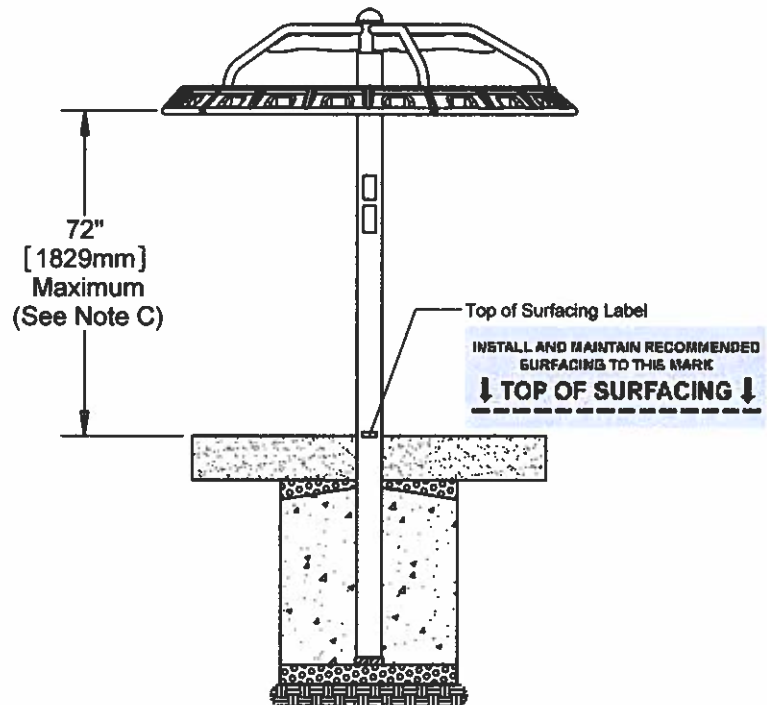
IMPORTANT: For areas with soft soil conditions, larger footings may be required.

* Footing depth must be adjusted to compensate for the depth/thickness requirements of selected safety surfacing. See Section 06.1 of the Installation Manual.

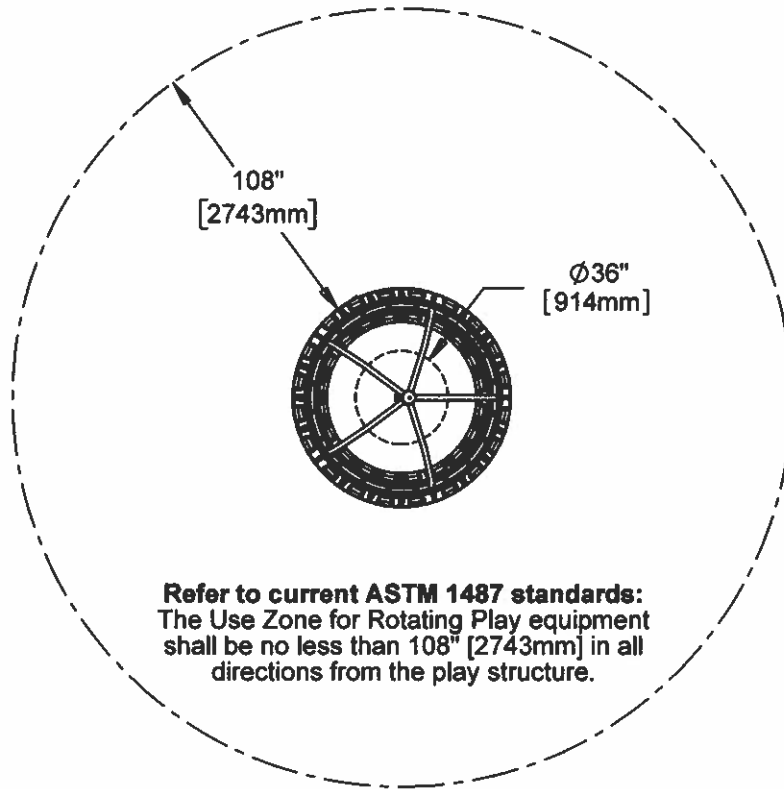
Footing Detail - Tilted Option



Footing Detail - Horizontal Option



Top View - Footing Layout 108" [2743mm] Use Zone Recommended



Refer to current ASTM 1487 standards:
The Use Zone for Rotating Play equipment shall be no less than 108" [2743mm] in all directions from the play structure.

Step 2 (Factory Assembled)

Apply the Neutron Spinner Warning Label and Surfacing Warning Label to the Neutron Spinner Post where visible to users as shown in Figure 2.

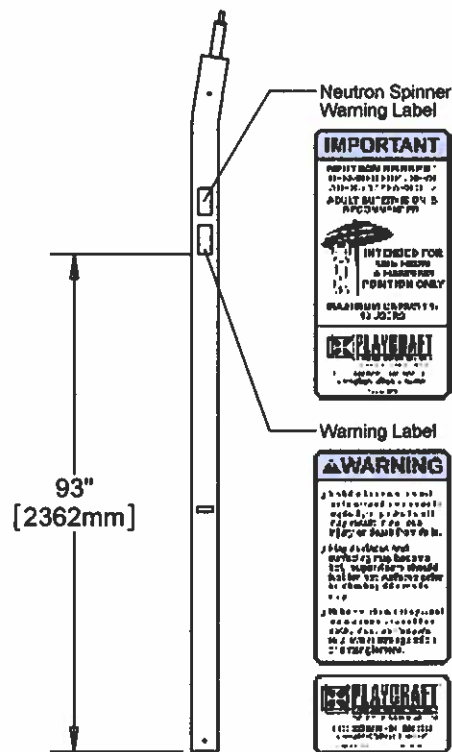


FIGURE 2

Step 3 (Factory Assembled)

Insert Double Seal Ball Bearings into Spinner Ring as shown in Figure 1.1.

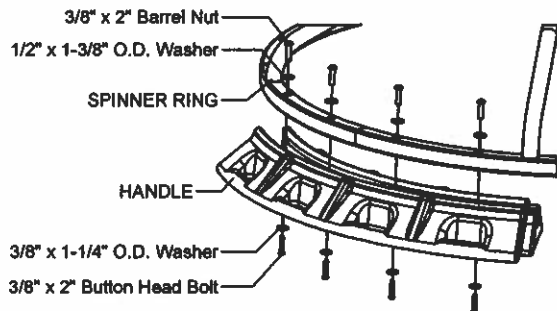


FIGURE 3

Step 5

Install footing pin into Post as shown in Figure 4.
(See Note A)

Step 6

Place Neutron Spinner Post into footing hole. Plumb and level post. Pour concrete into footing hole and allow at least 72 hours for concrete to cure before proceeding to next step. (See Notes B & C)

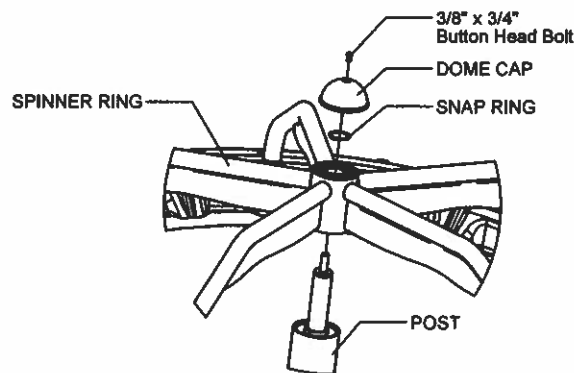


Figure 1.2

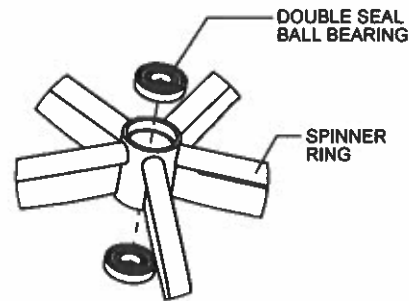


Figure 1.1

Step 4 (Factory Assembled)

Attach Handles to Spinner Ring as shown in Figure 3.
(See Note A)

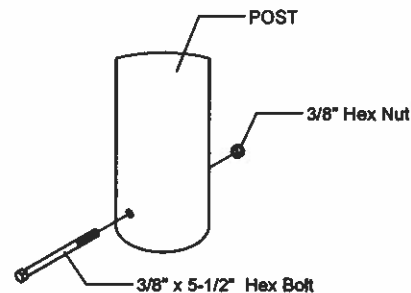


FIGURE 4

Step 7

Attach Spinner Ring to Post as shown in Figure 1.2.
(See Note A)

Step 8

Fully tighten all fasteners according to the "TIGHTENING TORQUE FOR HARDWARE" section of the Installation Manual.

Step 9

Affix "Top of Surfacing" label to base of post indicating the top of minimum required surfacing depth. (See Note D)

Step 10

Place required protective surfacing under and around Neutron Spinner. (See Note D)

Neutron Spinner INSTALLATION INSTRUCTIONS

A2-2485
Page 5 of 5

Parts List

TILTED OPTION		
Part #	DESCRIPTION	QTY.
FS-PC2485-POST	Neutron Spinner Support Post Weldment	1
GF-4828	Neutron Spinner Cap Modified R5 Dome	1
372017	Top of Surfacing Label	1
480320	External Snap Ring	1
9103032-TR	Bolt Button Head 3/8" x 3/4"	1
9123231	Bolt Hex 3/8" x 5-1/2"	1
9483602	Nut Hex 3/8"	1

HORIZONTAL OPTION		
Part #	DESCRIPTION	QTY.
FS-PC2485-H-POST	Horizontal Neutron Spinner Support Post Weldment	1
GF-4828	Neutron Spinner Cap Modified R5 Dome	1
372017	Top of Surfacing Label	1
480320	External Snap Ring	1
9103032-TR	Bolt Button Head 3/8" x 3/4"	1
9123231	Bolt Hex 3/8" x 5-1/2"	1
9483602	Nut Hex 3/8"	1

Assembled Parts List

Part #	DESCRIPTION	QTY.
DE-4814	Neutron Spinner Handle	5
FS-PC2485-RING	Neutron Spinner Ring	1
372001	Neutron Spinner Warning Label	1
372016	Warning Label	1
481631	Double Seal Ball Bearing	2
9103092-TR	Bolt Button Head 3/8" x 2"	20
9333062	Washer Flat 3/8" x 1-1/4" x .125	20
9335062-5	Washer Flat 1/2" x 1-3/8" OD	20
9443092-TR	Nut Barrel 3/8" x 2" BH	20

Specifications

NEUTRON SPINNER HANDLE:

Shall be constructed of UV-stabilized, rotationally molded, linear, low density polyethylene with an average wall thickness of .250".

NEUTRON SPINNER RING:

Shall be fabricated using 2" square 11 gauge steel outer ring with welded 5" O.D. 1/2" thick steel center housing, 1.900" O.D. 11 gauge steel spokes, and 1/4" thick steel gussets. The Neutron Spinner Ring shall have a multi-stage baked-on powder coat finish.

NEUTRON SPINNER POST:

Shall be fabricated using 5" O.D. 7 gauge steel tubing with welded 3/8" thick steel plates and machined steel spindle. The Neutron Spinner Post shall have a multi-stage baked-on powder coat finish.

NEUTRON SPINNER DOME CAP:

Shall be precision die-cast from a high-strength aluminum alloy with a Ø7/16" center mounting hole. The Neutron Spinner Dome Cap shall have a multi-stage baked-on powder coat finish.

HARDWARE:

Shall be stainless steel, zinc/nickel plated or galvanized as required to resist rust and corrosion.

Maintenance

Periodically tighten all screws, bolts and nuts. A periodic inspection of all parts is necessary. If a part is broken or worn, replace immediately. For general maintenance please refer to our Playground Maintenance Manual.



Manufactured by Krauss Craft, Inc.
www.playcraftsystems.com

For Customer Service Call
800.333.8519 (U.S.A.) or
541.955.9199 (International)

Rev M
12/28/2017

**ITEM NO.: J-15
ACCEPT BIDS AND AWARD
RECOMMENDATION AND AUTHORIZE
SIGNATURE OF FAA GRANT
APPLICATION FOR 2020 CORNING
AIRPORT FENCE PROJECT**

May 12, 2020

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

SUMMARY:

Staff requests Council accept the bid results and award recommendation made by Armstrong Consultants, and approve the revised grant application for the 2020 Corning Airport Fence Project.

Four bids were received, the lowest responsive bid was provided by Woida Enterprises dba Arrow Fence with a base bid of \$204,538.40 and a bid alternate of \$13,800.00, for a total of \$218,338.40.

BACKGROUND:

The FY2020 project at Corning Municipal Airport consists of replacing approximately 4,000 linear feet of existing fence with new chain link fencing, replacing multiple gates, and installing a new automated gate to help keep unauthorized personnel from gaining access to the aircraft operations area of the airport. Armstrong Consultants completed the design for the project and assisted the City in soliciting bids for the project. The project was advertised for four weeks and ultimately four bids were received for the work. The analysis of those bids is included in the award recommendation provided by Armstrong. The project included a bid alternate that upgraded a portion of the fence in the vicinity of the main airport entrance from traditional chain link fencing to a decorative black steel fencing that has a wrought iron look. This bid alternate is not eligible for FAA funding, and therefore, if awarded, will be funded entirely with local funding.

A formal award of the contract will be made after a FAA grant agreement is received.

FUNDING:

The total funding required for this project is \$304,828.40 if both the base bid and bid alternate are awarded. Of this amount, \$291,028.40 will be FAA funding, and the remaining \$13,800.00 will be funded by the City of Corning. If only the base bid is awarded, the FAA amount remains the same \$291,028.40, but no funding from the City of Corning is required. Due to the passage of the CARES Act, all FY2020 FAA AIP grants have a 100% FAA share, and therefore no state or local match is required.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **ACCEPT THE BIDS RECEIVED AND AWARD RECOMMENDATION**
- **AUTHORIZE THE CITY MANAGER TO SIGN AND SUBMIT THE REVISED GRANT APPLICATION**

Exhibit "A"



May 4, 2020

Ms. Robin Kampmann
City of Corning
794 Third Street
Corning, CA 96021

RE: Award Recommendation Letter
Base Bid – Install Perimeter Fencing (Approx 4,000 LF) and Gates
Bid Alternate – Upgrade to Decorative Steel Fencing (Approx 340 LF) and Gate
Corning Municipal Airport – Corning, California
AIP No. 3-06-0053-007-2020 | ACI No. 206658

Dear Ms. Kampmann,

Bids were received for the above noted project on April 29, 2020. Four (4) bids were received and are shown in the attached bid tabulation and the following bid summary table.

CONTRACTOR	Base Bid	Bid Alternate	TOTAL
Wolda Enterprises DBA Arrow Fence	\$204,538.40	\$13,800.00	\$218,338.40
Ranch Fence, Inc.	\$233,265.00	\$9,995.00	\$243,260.00
Humboldt Fence Company	\$214,244.00	\$29,450.00	\$243,694.00
Jefferson State Highways, Inc.	\$188,229.40	\$64,500.00	\$252,729.40

A great deal of effort was put forth to attract bidders to this project. A total of 27 potential bidders were sent the Invitation for Bids, and a total of 10 sets of plans and specifications were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for four (4) consecutive weeks prior to the bid opening. A pre-bid teleconference was held to answer questions and show the project to potential bidders.

Due to the scope of this project, a DBE goal was not required nor advertised with this project. Bidders were encouraged to utilize DBE subcontractors, however none indicated in their bids that they planned to do so.

The bids were reviewed for math errors, bid bonds and other items of responsiveness. Humboldt Fence Company's bid was missing three of the required proposal sheets, and neither Ranch Fence nor Jefferson State Highways listed an electrical subcontractor in their bid. These items could potentially be further evaluated and determined to not truly affect the bidders' responsiveness, however no further analysis was performed since none of these bidders submitted the lowest bid. Upon review of the Wolda Enterprises bid, the bid unit pricing for the concrete pavement appeared to be quite low compared to the Engineer's estimate and the other bids received. As a way of validating that the bidder was able to honor their pricing for this item and that the bid pricing was not in error, Wolda Enterprises was contacted and they indicated that they would be able to honor their bid pricing for that item and the project as a whole. As this item is a relatively inconsequential item to the overall project, this irregularity does not seem to affect the responsiveness of their bid. Otherwise, there were no issues with the Wolda Enterprises bid. A general review of each bid is summarized in the following table:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Proper Contractor License ¹	Listed on CA Debarred Contractors List ²	Listed on Federal Debarred Contractors List ³
Woida Enterprises DBA Arrow Fence	Yes	Yes	Yes	Yes	No	No
Ranch Fence, Inc.	Yes	Yes	Yes	Yes ⁴	No	No
Humboldt Fence Company	Yes	No ⁵	Yes	Yes	No	No
Jefferson State Highways, Inc.	Yes	Yes	Yes	Yes ⁴	No	No

Notes:

1) Based on information from the CA CLSB website assessed on April 30, 2020

2) Based on information from the CA DIR DLSE website assessed on April 30, 2020

3) Based on information from the Federal System for Award Management website assessed on April 30, 2020

4) Both Ranch Fence and Jefferson State Highways hold the minimum license requirements to act as the prime contractor on this project, but neither listed an electrical subcontractor in their bid. It could be that the electrical subcontract cost is less than 0.5% of the overall bid and thus not required, however, since neither was not the lowest responsive bid, no further evaluation was completed.

5) Humboldt Fence Company did not submit proposal pages P-9 through P-12.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award the Base Bid and Bid Alternate to Woida Enterprises DBA Arrow Fence for a total contract amount of \$218,338.40 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIP No. 3-06-0053-007-2020 consisting of:

Base Bid: Install Perimeter Fencing (Approx. 4,000 LF) and Gates

Bid Alternate: Upgrade to Decorative Steel Fencing (Approx. 340 LF) and Gate (Local Funds Only)

DESCRIPTION	AMOUNT
Construction	
Base Bid	\$204,538.40
Bid Alternate (Local Funds Only)	\$13,800.00
Construction Total	\$218,338.40
Engineering	
Design Services	\$ 28,740.00
Construction Services	\$ 36,080.00
Special Services	\$ 14,170.00
Engineering Total	\$ 78,990.00
Administration	
Admin Expenses (Estimated)	\$ 7,500.00



Administration Total	\$ 7,500.00
Total Project Cost	\$ 304,828.40
Budget Summary	
FAA Share (100.0%)	\$ 291,028.40
Local Share (0.0% + Bid Alternate)	\$ 13,800.00

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and a FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
ARMSTRONG CONSULTANTS, INC.



Christopher S. Nocks, P.E.
Engineering Operations Manager

CSN/clis

Enclosures: Bid Tabulation
Revised Grant Application Sheets

cc: Mr. Reginald Dones, FAA – San Francisco ADO





BID TABULATION
Corning Municipal Airport
Corning, California
Perimeter Fencing
AIP No. 3-06-0053-007-2020
ACI No. 206658
Bid Opening: April 29, 2020 at 1:00 p.m. (PDT)

Item No.	Spec No.	Description	Qty	Unit	Engineer's Estimate		Woldia Ent. Inc DBA Arrow Fence		Ranch Fence Inc.		Humboldt Fence Company		Jefferson State Highways, Inc.	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid - Install Perimeter Fencing (Approx. 4,000 LF) and Gates														
I-1	C-105	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 1,000.00	\$ 1,000.00	\$ 20,000.00	\$ 20,000.00	\$ 18,300.00	\$ 18,300.00	\$ 5,000.00	\$ 5,000.00
I-2	P-208	Aggregate Base Course - 6-inches thick	112	ST	\$ 15.00	\$ 1,680.00	\$ 17.85	\$ 1,999.20	\$ 45.00	\$ 5,040.00	\$ 120.00	\$ 13,440.00	\$ 50.00	\$ 5,600.00
I-3	S-24	Concrete Pavement (8-inches thick)	112	ST	\$ 115.00	\$ 12,880.00	\$ 30.35	\$ 3,399.20	\$ 230.00	\$ 25,760.00	\$ 190.00	\$ 21,280.00	\$ 288.70	\$ 32,334.40
I-4	F-162a	Chain-Link Fence	3,650	LF	\$ 30.00	\$ 109,500.00	\$ 35.60	\$ 129,940.00	\$ 31.00	\$ 113,150.00	\$ 19.34	\$ 70,591.00	\$ 25.00	\$ 91,250.00
I-5	F-162b	(2) 16-foot Double Swing Chain Link Gates (5 feet high, 32 feet total width)	2	EA	\$ 4,000.00	\$ 8,000.00	\$ 3,000.00	\$ 6,000.00	\$ 2,600.00	\$ 5,200.00	\$ 3,150.00	\$ 6,300.00	\$ 1,500.00	\$ 3,000.00
I-6	F-162c	(1) 4-foot Single Swing Chain Link Gate (5 feet high, 4 feet total width) w/Cipher Lock	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,250.00	\$ 2,250.00	\$ 1,000.00	\$ 1,000.00
I-7	F-162d	(2) 8-foot Double Swing Chain Link Gates (5-foot high, 16 feet total width)	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,200.00	\$ 2,200.00	\$ 1,850.00	\$ 1,850.00	\$ 1,000.00	\$ 1,000.00
I-8	S-15a	20-Foot Vertical Pivot Gate System	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00	\$ 46,310.00	\$ 46,310.00	\$ 58,900.00	\$ 58,900.00	\$ 30,000.00	\$ 30,000.00
I-9	L-108a	No. 6 AWG, 600V, Cable, Installed in Trench, Duct Bank or Conduit	645	LF	\$ 3.00	\$ 1,935.00	\$ 10.00	\$ 6,450.00	\$ 1.25	\$ 806.25	\$ 6.00	\$ 3,870.00	\$ 4.00	\$ 2,580.00
I-10	L-108b	No. 6 AWG, Insulated Equipment Ground Cable, Installed in Trench, Duct Bank or Conduit	215	LF	\$ 3.00	\$ 645.00	\$ 10.00	\$ 2,150.00	\$ 1.25	\$ 268.75	\$ 25.00	\$ 5,375.00	\$ 11.00	\$ 2,365.00
I-11	L-110	Non-encased Electrical Conduit, PVC 1 1/2 Inch	200	LF	\$ 5.50	\$ 1,100.00	\$ 27.50	\$ 5,500.00	\$ 16.85	\$ 3,370.00	\$ 8.00	\$ 1,600.00	\$ 5.00	\$ 1,000.00
I-12	L-115	Electrical Handhole 12 Inchx12 Inch x 12 Inch, Tier 15 Polymer Concrete	2	EA	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 980.00	\$ 1,960.00	\$ 1,000.00	\$ 2,000.00	\$ 400.00	\$ 800.00
I-13	S-2a	Remove Wire Fence and Posts	3,600	LF	\$ 3.00	\$ 10,800.00	\$ 1.00	\$ 3,600.00	\$ 2.00	\$ 7,200.00	\$ 2.08	\$ 7,488.00	\$ 3.00	\$ 10,800.00
I-14	S-2b	Remove Manual Swing Gate	5	EA	\$ 150.00	\$ 750.00	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00	\$ 300.00	\$ 1,500.00
TOTAL BASE BID					\$	\$ 217,790.00	\$	\$ 204,538.40	\$	\$ 233,265.00	\$	\$ 214,244.00	\$	\$ 188,229.40

Exhibit "B"

EXHIBIT "C"



BID TABULATION

Corning Municipal Airport
Corning, California
Perimeter Fencing
AIP No. 3-06-0053-007-2020
ACI No. 206658

Bid Opening: April 29, 2020 at 1:00 p.m. (PDT)

					Engineer's Estimate		Wolda Ent. Inc DBA Arrow Fence		Ranch Fence Inc.		Humboldt Fence Company		Jefferson State Highways, Inc.	
Item No.	Spec No.	Description	Qty	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Bid Alternate - Upgrade to Decorative Steel Fencing (Approx. 340 LF) and Gate														
II-1	S-15b	Upgrade to Style 1950 20-Foot Vertical Pivot Gate System	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 32,500.00	\$ 32,500.00
II-2	S-18a	Upgrade to Decorative Steel Fencing	300	LF	\$ 10.00	\$ 3,000.00	\$ 40.00	\$ 12,000.00	\$ 24.75	\$ 7,425.00	\$ 81.00	\$ 24,300.00	\$ 100.00	\$ 30,000.00
II-3	S-18b	Upgrade to Decorative Steel Gate - 4-foot Manual Swing Gate w/Cipher Lock	1	EA	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 570.00	\$ 570.00	\$ 2,650.00	\$ 2,650.00	\$ 2,000.00	\$ 2,000.00
TOTAL BID ALTERNATE					\$ 6,000.00		\$ 13,800.00		\$ 9,995.00		\$ 29,450.00		\$ 64,500.00	

					Engineer's Estimate		Wolda Ent. Inc DBA Arrow Fence		Ranch Fence Inc.		Humboldt Fence Company		Jefferson State Highways, Inc.	
Bid Total -Base Bid and Bid Alternate					\$ 223,790.00		\$ 218,338.40		\$ 243,260.00		\$ 243,694.00		\$ 252,729.40	

Highlighting denotes correction by Engineer due to Contractor's math error.

Application for Federal Assistance SF-424

***1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

***2. Type of Application**

- ☐ New
☐ Continuation
☒ Revision

*** If Revision, select appropriate letter(s):**

Increase Award

*Other (Specify)

***3. Date Received:**

NA

4. Applicant Identifier:

004 (Corning Municipal Airport, California)

***5b. Federal Entity Identifier:**

060053

***5b. Federal Award Identifier:**

3-06-0053-007-2020

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

***a. Legal Name:** City of Corning, California

***b. Employer/Taxpayer Identification Number (EIN/TIN):**

94-6000317

***c. Organizational DUNS:**

0915897420000

d. Address:

*Street 1: 794 Third Street

Street 2: _____

*City: Corning

County: Tehama

*State: CA

Province: _____

*Country: USA: United States

*Zip / Postal Code 96021-2517

e. Organizational Unit:

Department Name:

City of Corning

Division Name:

Public Works

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms *First Name: Kristina

Middle Name: _____

*Last Name: Miller

Suffix: _____

Title: City Manager

Organizational Affiliation:

City of Corning

*Telephone Number: 530-824-7034

Fax Number:

*Email: kmiller@corning.org

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number:**

NA

*Title:

NA

13. Competition Identification Number:

NA

Title:

NA

14. Areas Affected by Project (Cities, Counties, States, etc.):

***15. Descriptive Title of Applicant's Project:**

Install Perimeter Fencing (Approx 4,000 linear feet) and Gates

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

*a. Applicant: CA-001

*b. Program/Project: CA-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 2/1/2020

*b. End Date: 12/31/2020

18. Estimated Funding (\$):

*a. Federal	<u>\$261,926</u>
*b. Applicant	<u>\$29,102</u>
*c. State	<u>\$0</u>
*d. Local	<u>\$0</u>
*e. Other	<u>\$0</u>
*f. Program Income	<u>\$0</u>
*g. TOTAL	<u>\$291,028</u>

19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 12/20/2019.☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E. O. 1237220. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation in attachment.)**☐ Yes ☒ NoIf "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Kristina
 Middle Name: _____
 *Last Name: Miller
 Suffix: _____

*Title: City Manager

*Telephone Number: 530-824-7034

Fax Number:

* Email: kmiller@corning.org

*Signature of Authorized Representative:

*Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input checked="" type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by on (Date) (2 CFR part 200, appendix VII).
(the Cognizant Agency)	
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Corning has adopted an Airport Layout Plan and has a compatible off-airport land use plan.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The City of Corning owns in fee simple the land as depicted on the Exhibit A of the Airport Layout Plan

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 7,500
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			28,740
5. Other Architectural engineering fees			14,170
6. Project inspection fees			36,080
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			204,538
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 291,028
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 291,028
19. Federal Share requested of Line 18			261,926
20. Grantee share			29,102
21. Other shares			0
22. TOTAL PROJECT (Lines 19, 20 & 21)			

SECTION C – EXCLUSIONS

23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	29,102
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 29,102
25. Other Shares	Amount
a. State	0
b. Other	
c. TOTAL - Other Shares	\$ 0
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS
(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Install Perimeter Fencing (Approx 4,000 lf) and Gates

AIRPORT: Corning Municipal Airport

1. Objective:

This project consists of replacing approximately 4,000 linear feet of existing wire fencing with chain link fencing at the Corning Municipal Airport. The new fence is being installed adjacent to public rights of way, which is readily accessible to both pedestrian and vehicular traffic. Also included in the project is the installation of an automated gate at the main airport entrance, and several manual gates at established airport access points.

2. Benefits Anticipated:

The proposed fencing will help keep unauthorized vehicles and personnel from gaining access to the airport, which will increase the safety of airport users and the general public.

3. Approach: (See approved Scope of Work in Final Application)

Refer to approved Task Order A

4. Geographic Location:

Corning Municipal Airport
930 N. Marguerite Avenue
Corning, CA 96021

5. If Applicable, Provide Additional Information:

N/A

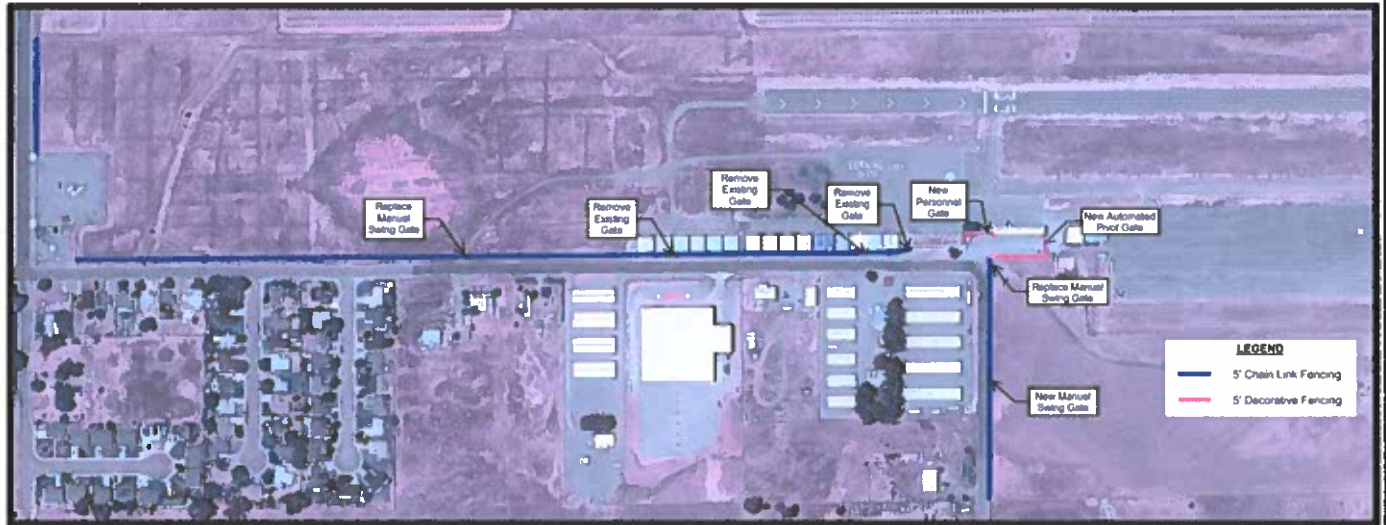
6. Sponsor's Representative: (include address & telephone number)

Kristina Miller, City Manager
City of Corning, 794 Third Street, Corning, CA 96021
(530) 824-7033

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Corning Municipal **LOCAL PRIORITY:** 1 **UPDATED:** 5/1/2020
WORK ITEM: Install Perimeter Fencing (Approx 4,000 LF) and Gates

SKETCH:



JUSTIFICATION: This project will improve the operational safety of airport users and the general public by helping prevent unauthorized personnel and vehicles from gaining access to the airport operations area.

SPONSOR SIGNATURE: _____ **DATE:** _____

COST ESTIMATE:

ADMINISTRATION:	\$ 7,500	1: Special Services	\$ 14,170	4	\$
ENGINEERING:	\$ 28,740	2: Construction	\$ 204,538	5	\$
INSPECTION:	\$ 36,080	3:	\$	TOTAL:	\$ 291,028

ADO USE:

PREAPP NO: _____ **GRANT NO:** _____ **NPIAS CODE:** _____ **WORK CODE:** _____ **FAA PRIOR:** _____ **FED \$** _____

STANDARD DOT TITLE VI ASSURANCES

City of Corning, California (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

(Sponsor)

(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____ Date _____
Sponsor's Authorized Representative

Title City Manager

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: City of Corning, California

AIP #: 3-06-0053-007-2020

Project Description(s): Install Perimeter Fencing (Approx 4,000 lf) and Gates

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.

☒ None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.

☒ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.

☒ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.

☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).

Yes No N/A

2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).

Yes No N/A

3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).

Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Corning, California

Name of Sponsor's Authorized Official: Kristina Miller

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Corning Municipal Airport

Address: 930 N. Marguerite Ave, Corning, CA 96021

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Corning, California

Name of Sponsor's Authorized Official: Kristina Miller

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Corning, California

Name of Sponsor's Authorized Official: Kristina Miller

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
☒ Yes ☐ No ☐ N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
☒ Yes ☐ No ☐ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
☒ Yes ☐ No ☐ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Corning, California

Name of Sponsor's Authorized Official: Kristina Miller

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Real Property Acquisition Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on real property acquisition and relocation assistance are in 49 CFR Part 24. The AIP project grant agreement contains specific requirements and assurances on the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act), as amended.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the real property acquisition project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards.

1. The sponsor's attorney or other official has or will have good and sufficient title as well as title evidence on property in the project.

Yes No N/A

2. If defects and/or encumbrances exist in the title that adversely impact the sponsor's intended use of property in the project, they have been or will be extinguished, modified, or subordinated.

Yes No N/A

3. If property for airport development is or will be leased, the following conditions have been met:
 - a. The term is for 20 years or the useful life of the project;
 - b. The lessor is a public agency; and
 - c. The lease contains no provisions that prevent full compliance with the grant agreement.

Yes No N/A

4. Property in the project is or will be in conformance with the current Exhibit A property map, which is based on deeds, title opinions, land surveys, the approved airport layout plan, and project documentation.

☐ Yes ☐ No ☒ N/A

5. For any acquisition of property interest in noise sensitive approach zones and related areas, property interest was or will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.

☐ Yes ☐ No ☒ N/A

6. For any acquisition of property interest in runway protection zones and areas related to 14 CFR 77 surfaces or to clear other airport surfaces, property interest was or will be obtained for the following:

- a. The right of flight;
- b. The right of ingress and egress to remove obstructions; and
- c. The right to restrict the establishment of future obstructions.

☐ Yes ☐ No ☒ N/A

7. Appraisals prepared by qualified real estate appraisers hired by the sponsor include or will include the following:

- a. Valuation data to estimate the current market value for the property interest acquired on each parcel; and
- b. Verification that an opportunity has been provided to the property owner or representative to accompany appraisers during inspections.

☐ Yes ☐ No ☒ N/A

8. Each appraisal has been or will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation, and the written appraisals as well as review appraisal are available to Federal Aviation Administration (FAA) for review.

☐ Yes ☐ No ☒ N/A

9. A written offer to acquire each parcel was or will be presented to the property owner for not less than the approved amount of just compensation.

☐ Yes ☐ No ☒ N/A

10. Effort was or will be made to acquire each property through the following negotiation procedures:

- a. No coercive action to induce agreement; and
- b. Supporting documents for settlements included in the project files.

☐ Yes ☐ No ☒ N/A

11. If a negotiated settlement is not reached, the following procedures were or will be used:

- a. Condemnation initiated and a court deposit not less than the just compensation made prior to possession of the property; and
- b. Supporting documents for awards included in the project files.

☐ Yes ☐ No ☒ N/A

12. If displacement of persons, businesses, farm operations, or non-profit organizations is involved, a relocation assistance program was or will be established, with displaced parties receiving general information on the program in writing, including relocation eligibility, and a 90-day notice to vacate.

☐ Yes ☐ No ☒ N/A

13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses were or will be provided within a reasonable time period for each displaced occupant in accordance with the Uniform Act.

☐ Yes ☐ No ☒ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Coming, California

Name of Sponsor's Authorized Official: Kristina Miller

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Designated Official Representative: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: City of Corning, California

Name of Sponsor's Authorized Official: Kristina Miller

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Corning, California

Name of Sponsor's Authorized Official: Kristina Miller

Title of Sponsor's Authorized Official: City Manager

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 01/24/2017 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated;
and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.