

**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
CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 26, 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 is encouraged and appreciated.

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 Councilwoman Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. May 17th – 23rd as National Public Works Week.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Local business owner Pat Parrish addressed the City Council with questions relating to the timeframe for reopening the businesses considered none essential. City Manager Kristina Miller addressed the questions and stated that these businesses need to contact Tehama County Public Health to obtain information for completing and filing a "Re-Open Plan" which is the first step. However, the timing for opening businesses up will be determined by the Governor's lifting or modifying the Shelter in Place Executive Order. She stated that the Governor's Plan consisted of phases and explained these. She stated that salons (nail and hair) would be opened in the last phase. City Manager Miller stated that she will be providing more information later in the meeting.

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

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

3. Waive the reading and approve the Minutes with any necessary corrections of the May 12, 2020 Closed Session and Regular City Council Meeting.

4. May 20, 2020 Claim Warrant in the amount of \$170,554.90.

5. May 20, 2020 Business License Report.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

6. Request City Council direction to sell used Playground Equipment from Yost Park as One Lot and As Is.

7. Authorize City Fire Chief to submit a Volunteer Fire Assistance Grant Application with CALFIRE and approve the 50% grant match funding by the City in the amount of \$5,340.
8. Adopt Resolution 05-26-2020-01 declaring a public nuisance on one (1) property within the City and authorize the Fire Chief to initiate abatement procedures.
9. Approve Annual Agreement and Membership with 3CORE Economic Development District and the annual cash match of \$7,500.
10. Adopt Resolution 05-26-2020-02 a Resolution adopting Fiscal Year 2020/2021 Street Project List that will utilize SB1 Funding, the Road Repair and Accountability Act of 2017.
11. Adopt Resolution 05-26-2020-03 authorizing the City Manager to execute and submit the CARES ACT Airport Grant Agreement, Grant No. 3-06-0053-008-2020 for Corning Municipal Airport.
12. Request approval of the proposed Easement Agreement and Easement Purchase and Sale Agreement with MTBEMAC, LLC for the 30-ft Utility Easement to enable future expansion of water and sewer services on the west side of Interstate 5.
13. City of Corning Capital Improvement Program and Measure A Funding Priorities for Service.

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!:

Lisa M. Linnet, City Clerk

**PROCLAMATION
MAY 17-23, 2020
NATIONAL PUBLIC WORKS WEEK**

WHEREAS, this year's theme "The Rhythm of Public Works" challenges citizens to think about their communities as a symphony of essential services, working in concert to create a great place to live. Every community has a rhythm, a heartbeat that reflects its essence and tempo of life.

WHEREAS, our City's Public Works Employees focus on infrastructure, facilities and the services vital to sustain our community. They work hard daily, rain or shine to develop and maintain the public infrastructure entrusted to them which allows City residents and businesses to go about their daily business, and our Community to grow and prosper.

WHEREAS, infrastructure, facilities and services would not be provided without the dedicated efforts of the City's Public Works Department Employees. They are responsible for maintaining, rebuilding, and improving our City's Streets, Water Supply and Treatment, Solid Waste System, Public Buildings and nine (9) Parks and recreational areas. City Public Works Employees also assist emergency personnel during times of disasters such as flooding, fires, and vehicle accidents.

WHEREAS, these services are beneficial to all and are often taken for granted. We now take this opportunity to inform the public of the important jobs and the dedicated service these employees contribute that allow our Community to function daily, and

WHEREAS, we wish to recognize and thank each member of the Public Works Department for their dedication and service which is invaluable to the City and this Community.

NOW, THEREFORE I, DOUGLAS HATLEY JR., AS MAYOR OF THE CITY OF CORNING DO HEREBY PROCLAIM, MAY 17th – 23rd, AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF CORNING AND RECOGNIZE THE DEDICATION AND SERVICES PROVIDED BY OUR PUBLIC WORKS EMPLOYEES.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Corning to be affixed this 26th day of May 2020.

Douglas Hatley, Jr., Mayor

Lisa M. Linnet, City Clerk

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BY PHONE, TO PARTICIPATE, THE DIAL IN NUMBER IS:
(351) 999-4082**



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, MAY 12, 2020
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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: None

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: 6:30 p.m.**

Mayor Hatley reported that Council met in Closed Session and gave the Property Negotiator direction to negotiate a Utility Easement.

Lisa M. Linnet, City Clerk

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**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, MAY 12, 2020
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

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

All members of the City Council were present.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

C. PLEDGE OF ALLEGIANCE: Not done due to background noise and echoing.

D. INVOCATION: Led by Mayor Hatley.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. **Proclamation – May 2020 as Older Americans Month in the City of Corning.** Virtually present to accept the Proclamation was 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 was Corning Police Chief Jeremiah Fears. Mr. Fears announced that this year, due to the Pandemic, there will not be a memorial celebration.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Holly Rhodes: Addressed the Council regarding the homeless population near her family's business (Reilly's Motors) on Highway 99W and the placement of the wash stations, garbage and port-a-potty by the City near her family's business. She stated the area is no longer safe for her children to play or her grandmother, Audrey Reilly to work. She also stated that she was present to work towards a solution to this problem.

City Manager Miller and Councilor Snow both addressed Mrs. Rhodes concerns. Councilor Snow asked that the Council direct staff to remove the handwashing stations, porta potty and garbage bin at that location. City Attorney Collin Bogener stated that as this subject is not agendized, Council can direct Staff to place on this item on the next Agenda but could not take any actions tonight. City Manager Miller stated that she would seek an alternative location for these and report on this subject in the Friday Notes.

Councilor Demo stated he would also like to see something done about this issue.

Business from the Floor was reopened: Mayor Hatley asked the City Manager to provide a report on the status of Phase 2 "Reopening of Businesses". City Manager Miller stated the original Plan has been submitted to the State by the County Public Health Officer. The County Public Health Officer stated some changes were requested by the State which have been done and the Plan has been resubmitted and we are awaiting a response.

Councilor Snow asked the status of reopening City Hall stating that the City needs to be in the front. City Manager Miller responded stating that Staff is working on it however some precautions need to be put in place first and which she is also working on.

It was asked why ours has been delayed when surrounding jurisdictions were being allowed to open; City Manager Miller clarified that the County's Plan was submitted to the State for approval on Sunday and that the County and City could not move forward without this approval.

City Clerk Linnet verified with Council that they had received the letter from a resident relating to Speed Limit.

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.**

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

10. April 2020 City of Corning Wastewater Operations Summary Report.

Councilor Valerio moved to approve Consent Items 3-7 and 9-10. Councilor Burnett seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS:

11. Public Hearing: Ordinance 688, an Ordinance of the City of Corning amending Section 16.21.030(A) and adding Section 17.10.032 off/and to the Corning Municipal Code, Rezone No. 2020-1.

John Stoufer presented this item stating that the City has been approached by a Developer as well as others regarding the City adopting a small lot designation. He then presented Staff's proposal for the creation of a small lot designation. He stated that this designation will mainly pertain to housing developments. He further explained that this has been discussed, presented and recommended for approval by the Planning Commission.

Mr. Stoufer explained that this would entail adding a section to the City's Municipal Code, the designation would be addressed on a case by case basis, and if approved would require a rezone. He further stated that he discussed the setbacks with the Fire Chief and received his input regarding Code requirements. As a result of this input, the decision was made to change/add language.

On the advice of the City Attorney and by Council consensus, Staff was directed to make the changes stated, re-advertise and bring the revised Ordinance back to Council as a first reading at the next meeting.

The Public Hearing was not opened following Staff presentation. No action was taken.

J. REGULAR AGENDA:

12. Review and adopt Resolution 05-12-2020-01, a Resolution adopting a Risk Management Program for the City of Corning.

Presented by City Manager Kristina Miller who informed Council that this was recommended by the City's Insurance Provider. She stated that the City may have had a Policy, however we were unable to located it and even had we located it, it would have been outdated and should be updated. She then presented the proposed Policy. She stated that there is a typo, Staff is proposing a five-year review rather than the stated three. She then stated she recommends approval.

Councilor Demo moved, having reviewed the proposed Risk Management Administrative Policy to approve the proposed Policy and adopt Resolution No. 05-12-2020-01, a Resolution adopting a Risk Management Program for the City of Corning. Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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.

Presented by Tehama County Solid Waste Management Agency Manager Rachel Ross. Mrs. Ross provided the breakdown of requirement and deadlines associated with the various Senate and Assembly Bills (SB 1323 and AB 1826) relating to such things as solid waste, organics, recycling, hazardous waste grant management, and management of closure-post closure and corrective responsibilities of all phases of the Tehama County/Red Bluff Landfill. She stated that her Agency is recommending approval.

Councilor Demo moved to 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. Councilor

Burnett seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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.

Presented by City Manager Kristina Miller who informed Council of the discussion and recommendation of the Recreation Commission following a regular meeting and subsequent special meetings. She stated that the City Engineer had calculated the installation costs for the Recreation Commissions selected location at Northside Park as well as the other presented options. Also included with this Staff Report is the Recreation Commissions equipment recommendation for a replacement for the slide at Northside Park.

Councilor Snow stated he believed it to be more cost effective to place the fitness stations at Corning Community Park. Councilors Valerio, Demo and Burnett agreed. Councilor Burnett stated she would like to see the City purchase the "Spinner" to replace the slide at Northside Park and suggested the slide be removed for safety reasons; City Manager Miller stated it had been removed.

Councilor Snow moved to locate the fitness stations at Corning Community Park/Lennox Fields and to authorize the purchase of the recommended Spinner to replace the removed slide at Northside Park. Councilor Demo seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.** City Manager Miller confirmed the fitness station location at Corning Community Park would be as initially presented.

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.

Public Works Consultant Robin Kampmann presented this item and announced a correction, she clarified the Bids need to be reviewed based upon the base bid plus the alternate item. 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, for a total of \$218,338.40.

She also stated that the City would not be awarding the bid until the submitted application is approved, the Contractor has been informed of this. She then provided the costs. She stated also if the City wishes to include the decorative black steel entrance fencing that has a wrought iron look, it would not be covered by the grant, the City would be required to fund this cost (\$13,800) from the City's Airport Fund.

Councilor Demo moved to accept the Bids received, award recommendation without alternate decorative item, and authorize the City Manager to sign and submit the revised Grant Application. Councilor Snow seconded the motion. **Ayes: Hatley, Snow, Valerio, Demo and Burnett. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None

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

Snow: None

Valerio: None, phone line disconnected

Demo: None

Burnett: None

Hatley: None

N. ADJOURNMENT!: 7:53 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: May 20, 2020

SUBJECT: Cash Disbursement Detail Report for the
Tuesday May 26, 2020 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 05-20-20	\$	91,506.75
B.	Payroll Disbursements	Ending 05-07-20	\$	79,048.15

GRAND TOTAL \$ 170,554.90

REPORT.: May 20 20 Wednesday
 RUN....: May 20 20 Time: 11:29
 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
029272	05/13/20	DOW01	DOWN RANGE	-112.03	.00	-112.03	330531u Ck# 029272 Reversed
029352	05/14/20	GAB00	GABBARD, BRYAN	135.00 202.50	.00 .00	135.00 202.50	200514 REC INSTRUCTOR-REC 200514A REC INSTRUCTOR-REC
			Check Total.....:	337.50	.00	337.50	
029353	05/14/20	VIN00	VINSON, MADELYN P.	45.00	.00	45.00	200514 REC INSTRUCTOR-REC
029354	05/15/20	AND04	ANDERSON, IAN MATTHEW	112.03	.00	112.03	330531 UNIFORMS/CLOTH-POLICE
029355	05/15/20	BAS01	BASIC LABORATORY, INC	135.80	.00	135.80	2004565 ProfServices Water Dept
029356	05/15/20	BLA08	BLACK DIAMOND GRAPHICS	358.75	.00	358.75	10122 EMERGENCY PREPAREDNESS-GE
029357	05/15/20	COM06	COMCAST	23.75	.00	23.75	200509 COMMUNICATIONS-PW ADMIN
029358	05/15/20	COR11	CORNING SAFE & LOCK	48.49 15.09 10.78 64.65	.00 .00 .00 .00	48.49 15.09 10.78 64.65	0528 OFFICE SUPPLIES-POLICE 0560 OFFICE SUPPLIES-POLICE 0606 OFFICE SUPPLIES-POLICE 0671 EMERGENCY PREPAREDNESS-GE
			Check Total.....:	139.01	.00	139.01	
029359	05/15/20	DEP12	DEPT OF JUSTICE	312.00	.00	312.00	448261 PROF SVCS-POLICE
029360	05/15/20	KNI00	KNIFE RIVER CONSTRUCTION	509.73	.00	509.73	229801 A/C CITYWIDE-STR
029361	05/15/20	LIN01	LINCOLN AQUATICS, INC.	1302.30	.00	1302.30	SN039817 MAT & SUPPLIES-POOL
029362	05/15/20	LNC01	LN CURTIS & SONS	25.23	.00	25.23	INV386575 EQUIP MAINT-FIRE
029363	05/15/20	MIL11	MILL CREEK VETERINARY	70.00 70.00	.00 .00	70.00 70.00	123979 FERAL CAT PROGRAM-ACO 123980 FERAL CAT PROGRAM-ACO
			Check Total.....:	140.00	.00	140.00	
029364	05/15/20	MOO07	MOORE & BOGENER, INC.	1228.50	.00	1228.50	10407 CONSULT LIT-LEGAL SVCS
029365	05/15/20	PAY01	PAYGOV.US LLC	2080.74 838.99	.00 .00	2080.74 838.99	453 EMERGENCY PREPAREDNESS-FI 470 EMERGENCY PREPAREDNESS-FI
			Check Total.....:	2919.73	.00	2919.73	
029366	05/15/20	QUI02	QUILL CORPORATION	75.41	.00	75.41	6717276 MAT & SUPPLIES-FIRE
029367	05/15/20	ROO02	ROOD & ASSOCIATES	3000.00	.00	3000.00	004-001 AIRPORT FENCE PROJ 2020-A
029368	05/15/20	RYA05	RYAN VALUATION SERVICES	5000.00	.00	5000.00	20-007 ECON DEV PROJ-ECON DEV
029369	05/15/20	SWR01	SWRCB	1400.00	.00	1400.00	SW0190825 ANNUAL PERMIT-AIRPORT
029370	05/15/20	TRI02	TRI-COUNTY NEWSPAPERS	133.24 106.96 609.88 221.26	.00 .00 .00 .00	133.24 106.96 609.88 221.26	00253720 Print/Advert. City Clerk 00254161 WEED ABATEMENT-FIRE 00254237 AIRPORT FENCE PROJ 2020-A 00254896 Print/Advert. City Clerk
			Check Total.....:	1071.34	.00	1071.34	
029371	05/15/20	USA01	USA BLUE BOOK	203.18 364.46	.00 .00	203.18 364.46	230997 MAT & SUPPLIES-WTR 231213 MAT & SUPPLIES-WTR
			Check Total.....:	567.64	.00	567.64	
029372	05/15/20	VAL04	VALLEY TRUCK & TRACTOR CO	220.84	.00	220.84	988415 LANDSCAPE MAINT-PARKS
029373	05/15/20	VER02	VERIZON WIRELESS	190.05	.00	190.05	985368780 PROP 30-MDC
029374	05/20/20	ACI01	ACI SPECIALTY BENEFITS	336.96	.00	336.96	23381 WORKMENS COMP-GEN CITY
029375	05/20/20	ATT15	AT&T MOBILITY	678.16	.00	678.16	200419 COMMUNICATIONS-
029376	05/20/20	BAS01	BASIC LABORATORY, INC	139.20 135.80	.00 .00	139.20 135.80	2004801 ProfServices Water Dept 2004802 ProfServices Water Dept
			Check Total.....:	275.00	.00	275.00	
029377	05/20/20	BAT01	BATTERIES PLUS	134.81	.00	134.81	P26781923 MAT & SUPPLIES-POLICE
029378	05/20/20	BIG02	BIG VALLEY SANITATION, IN	170.00 170.00	.00 .00	170.00 170.00	70948 EMERGENCY PREPAREDNESS-GE 70949 EMERGENCY PREPAREDNESS-GE
			Check Total.....:	340.00	.00	340.00	
029379	05/20/20	CAM02	FERGUSON ENTERPRISES INC.	164.86	.00	164.86	1540214 MAT & SUPPLIES-WTR
029380	05/20/20	COM01	COMPUTER LOGISTICS, INC	2860.00 200.00	.00 .00	2860.00 200.00	81486 EQUIP MAINT- 81502 EQUIP MAINT-DISPATCH
			Check Total.....:	3060.00	.00	3060.00	
029381	05/20/20	CON08	CONSTELLATION - EXELON GE	14359.50	.00	14359.50	202004 ELECT-

REPORT.: May 20 20 Wednesday
 RUN....: May 20 20 Time: 11:29
 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	-----Payment Information----- Invoice # Description
029382	05/20/20	COR02	CORNING OBSERVER	19.50	.00	19.50	200528 COMMUNICATIONS-GEN CITY
029383	05/20/20	COR11	CORNING SAFE & LOCK	21.56	.00	21.56	0675 BLD MAINT-ACO
029384	05/20/20	CRO05	CROSS PETROLEUM	14.28	.00	14.28	CL95102 VEH OP/MAINT-POLICE
				792.45	.00	792.45	CL95920 MAT & SUPPLIES-
				821.54	.00	821.54	CL95921 VEH OP/MAINT-POLICE
			Check Total.....:	1628.27	.00	1628.27	
029385	05/20/20	EDD02	EMPLOYMENT DEVELOPMENT DE	211.00	.00	211.00	L17013572 UNEMPLOYMENT INS-GEN CITY
029386	05/20/20	GOL03	GSFM / WFM	2243.18	.00	2243.18	I-063631 WTR MTR REPLAC-WTR CAP IM
029387	05/20/20	GRE01	GREEN WASTE OF TEHAMA	91.94	.00	91.94	7111 BLD MAINT-
029388	05/20/20	MCC07	MCCOY'S HARDWARE & SUPPLY	9.00	.00	9.00	200427F MAT & SUPPLIES-FIRE
029389	05/20/20	MUN03	MUNNELL & SHERRILL, INC.	149.60	.00	149.60	335993 MAT & SUPPLIES-SWR
				91.80	.00	91.80	336003 MAT & SUPPLIES-SWR
			Check Total.....:	241.40	.00	241.40	
029390	05/20/20	NAP01	NAPA AUTO PARTS	1101.24	.00	1101.24	200425 MAT & SUPPLIES-
029391	05/20/20	NOR47	NORTHSTAR	4551.25	.00	4551.25	75780 PROF SVCS-
				10162.50	.00	10162.50	75781 PROF SVCS-PW ADMIN
			Check Total.....:	14713.75	.00	14713.75	
029392	05/20/20	PES01	PESTMASTER SERVICES, INC.	990.79	.00	990.79	247457 TREE PEST & WEED SPRAY-
029393	05/20/20	PGE01	PG&E	17411.75	.00	17411.75	200514 Electricity General City-
029394	05/20/20	PGE09	PG&E	205.31	.00	205.31	200515 ELECT-STONEFOX L&L- Z1, D
029395	05/20/20	PGE2A	PG&E	42.78	.00	42.78	200515 ELECT-BLUE HERON CT
029396	05/20/20	SCP00	SCP DISTRIBUTORS LLC	885.71	.00	885.71	SN0040547 MAT & SUPPLIES-WTR
029397	05/20/20	SUN01	SUNRISE ENVIRONMENTAL	343.11	.00	343.11	109505 SAFETY ITEMS-FIRE
029398	05/20/20	TEH38	TEHAMA COUNTY ANIMAL SERV	11069.31	.00	11069.31	200504 PROF SVCS-ACO
029399	05/20/20	USA01	USA BLUE BOOK	1417.99	.00	1417.99	220195 MAT & SUPPLIES-WTR
029400	05/20/20	WAL02	WALKER PRINTING	507.29	.00	507.29	38213 PRINTINF/ADVERT-DISPATCH
			Cash Account Total.....:	91506.75	.00	91506.75	
			Total Disbursements.....:	91506.75	.00	91506.75	
			=====	=====	=====	=====	
			Cash Account Total.....:	.00	.00	.00	

REPORT.: May 20 20 Wednesday
 RUN....: May 20 20 Time: 11:29
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 05-20 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice # Description
11918	05/07/20	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	C00507 POLICE OFFICER ASSOC
11919	05/07/20	BAN06	BANNER BANK	5647.37	.00	5647.37	C00507 HSA DEDUCTIBLE
11920	05/07/20	CAL37	CALIFORNIA STATE DISBURSE	138.46	.00	138.46	C00507 WITHHOLDING ORDER
11921	05/07/20	EDD01	EMPLOYMENT DEVELOPMENT	4702.33	.00	4702.33	C00507 STATE INCOME TAX
				1328.52	.00	1328.52	1C00507 SDI
			Check Total.....:	6030.85	.00	6030.85	
11922	05/07/20	FED00	FEDERAL PAYROLL TAXES (EF	12474.79	.00	12474.79	C00507 FEDERAL INCOME TAX
				15756.18	.00	15756.18	1C00507 FICA
				3684.94	.00	3684.94	2C00507 MEDICARE
			Check Total.....:	31915.91	.00	31915.91	
11923	05/07/20	HEA05	HEALTHIEST YOU	18.00	.00	18.00	C00507 HEALTHIEST YOU
11924	05/07/20	ICM01	ICMA RETIREMENT TRUST-457	5940.75	.00	5940.75	C00507 ICMA DEF. COMP
				185.00	.00	185.00	1C00507 ICMA DEF. COMP ER PD
			Check Total.....:	6125.75	.00	6125.75	
11925	05/07/20	PERS1	PUBLIC EMPLOYEES RETIRE	22788.60	.00	22788.60	C00507 PERS PAYROLL REMITTANCE
11926	05/07/20	PERS4	Cal Pers 457 Def. Comp	2762.77	.00	2762.77	C00507 PERS DEF. COMP.
				550.00	.00	550.00	1C00507 PERS DEF. COMP. ER P
			Check Total.....:	3312.77	.00	3312.77	
11927	05/07/20	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	.00	110.89	C00507 WageOrder F#20000149
11928	05/07/20	VAL06	VALIC	2409.55	.00	2409.55	C00507 AIG VALIC P TAX
				225.00	.00	225.00	1C00507 AIG VALIC P TAX ER P
			Check Total.....:	2634.55	.00	2634.55	
			Cash Account Total.....:	79048.15	.00	79048.15	
			Total Disbursements.....:	79048.15	.00	79048.15	

Item No.: G-5

Date.: May 20, 2020
Time.: 12:02 pm
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WIFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
MUSE CONCRETE CONTRA 8599	COMMERCIAL WAY	REDDING, CA 96002	CONCRETE CONTRACTOR AND GENERAL	05/08/20

**ITEM NO.: J-6
REQUEST CITY COUNCIL
DIRECTION TO SELL USED
PLAYGROUND EQUIPMENT
FROM YOST PARK AS ONE
LOT ON AN AS-IS BASIS.**

May 26, 2020

TO: HONORABLE COUNCILMEMBERS

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

BACKGROUND:

The City Public Works crew removed the playground equipment from Yost Park and it is being stored at the Blackburn well site. City staff has been approached by a Corning resident who would like to purchase the equipment. The City cannot use the equipment in any other Park and therefore has no use for it.

Staff now seeks City Council direction to dispose of the equipment or sell it as one unit on an as-is basis. The equipment is proposed to be advertised on Craigslist, Facebook Marketplace, and the City's website with bids due no later than June 10th at 5:00 p.m.

RECOMMENDATION:

**MAYOR AND CITY COUNCIL DIRECT STAFF TO SELL OR DISPOSE OF
PLAYGROUND EQUIPMENT THAT WAS REMOVED FROM YOST PARK BY
METHODS LISTED ABOVE.**

**ITEM NO.: J-7
AUTHORIZE THE FIRE CHIEF TO
SUBMIT A VOLUNTEER FIRE
ASSISTANCE GRANT APPLICATION
WITH CALFIRE AND APPROVE GRANT
MATCH FUNDING**

May 24, 2020

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
TOM TOMLINSON, FIRE CHIEF**

SUMMARY:

Staff requests Council's authorization to submit a Volunteer Fire Assistance (VFA) Grant Program Application with the California Department of Forestry and Fire Protection (CALFIRE). This grant will provide funding in the amount of \$5,340 and with the City's match (\$5,340), the total will be \$10,680 to assist with the purchase of:

Item & Quantity	Cost Each	Total Cost
❖ 3 Fire Shelters	\$400.00	\$1,200
❖ 2 Handheld Radios	\$3,000.00	\$6,000
❖ 2 Antennas	\$60.00	\$120
❖ 4 Batteries	\$150.00	\$600
❖ 5 Wildland Pants	\$250.00	\$1,250
❖ 5 Wildland Coats	\$180.00	\$900
❖ 2 Dual Position Battery Chargers	\$260.00	\$520
❖ 2 Triangular Radio Harness	\$45.00	\$90
		\$10,680

The Corning Volunteer Firefighters have a long-term commitment to the community and little member turn-over so we will be getting our money's worth from our commitment. The grant program requires an equivalent funding match from the City (50/50 split) that will enable us to equip our people at a reduced cost to the City.

BACKGROUND:

In 2019 the Department received a VFA Grant in the amount of \$2,896 and including matching City funds, a total of \$5,792 which was used to purchase 2 radios with chargers, antennas, & batteries as well as 2 web gear.

FUNDING:

Staff proposes to use \$5,340 from the Safety Item/Fire Fund (001-6552-2300) as the City's 50% grant fund match. If approved matching funds will be included in the 2020/2021 Budget.

RECOMMENDATION:

MAYOR AND COUNCIL:

- 1. AUTHORIZE THE FIRE CHIEF TO SIGN & SUBMIT A VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION WITH CALFIRE; AND**
- 2. APPROVE 50% GRANT MATCH FUNDING FROM THE SAFETY ITEMS/FIRE FUND (001-6552-2300) IN THE AMOUNT OF \$5,340**

**ITEM NO: J-8
ADOPT RESOLUTION 05-26-2020-01
DECLARING A PUBLIC NUISANCE ON 1
PROPERTY WITHIN THE CITY AND
AUTHORIZE THE FIRE CHIEF TO
INITIATE ABATEMENT PROCEDURES.**

May 26, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: KRISTINA MILLER, CITY MANAGER
TOM TOMLINSON, FIRE CHIEF
LISA M. LINNET, CITY CLERK**

SUMMARY:

A declaration of "Public Nuisance" is being requested from the City Council in reference to the one (1) property listed on the attached Exhibit "A" based upon the conditions listed in Chapter 8.14, Weed Abatement of the City's Municipal Code. Staff is also requesting authorization for the City's Fire Chief to initiate nuisance abatement procedures.

BACKGROUND:

Pursuant to Municipal Code Chapter 8.14, the City's Weed Abatement Officer, in this case the Fire Chief, has identified one (1) property within the City Limits as being a public nuisance. The Corning Municipal Code provides the following direction relating to Weed Abatement:

Section 8.14.020: Definitions:

- (a) "Weed Abatement Officer"** means the Corning Fire Chief or other public officer designated by the City Council to perform the duties imposed by this article upon the superintendent.
- (b) "Weeds"** means weeds which when mature bear wingy or downy seeds which will attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous. The term "weeds", as used in this article also include any of the following:
 - 1) Weeds which bear seeds of a downy or wingy nature.**
 - 2) Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.**
 - 3) Weeds which are otherwise noxious or dangerous.**
 - 4) Poison Oak or Poison Ivy when the conditions of growth are such as to constitute a menace to the public health.**
 - 5) Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.**

Section 8.14.030 Violations of Chapter: This Section stipulates that any person violating the provisions of this Section or any other provision of this Chapter shall be guilty of a misdemeanor for each day such violation continues and sets civil penalties of not less than two hundred fifty dollars (\$250) or more than one thousand dollars (\$1,000) for each day the violation continues.

(Ord. No. 2005-01 (part), 674, 6-12-2018)

Section 8.14.040 – Periodic Council Resolutions declaring nuisances: Authorizes the City Council to periodically, by Resolution, declare as public nuisances and abate:

(a) All weeds growing upon the streets, sidewalks, or private property in the City; and

(b) All rubbish, refuse and dirt upon parkways, sidewalks or private property in the City.

(Ord. No. 656, § 2, 10-14-2014);

Section 8.14.170 - Council order to proceed. If objections have not been made or after the City Council has disposed of those made, it shall order the Weed Abatement Officer to abate the nuisance by having the weeds, rubbish, refuse, and dirt removed. The order shall be made by motion or resolution.

(Ord. No. 656, § 2, 10-14-2014)

Section 8.14.230 - Abatement by private contractors. Abatement of the nuisance may, in the discretion of the City Council, be performed by contract awarded by the City Council on the basis of competitive bids let to the lowest responsible bidder pursuant to Government Code Sections 37903, 37904, 37905 and 37931 to 37935 inclusive. In such event the Contractor shall keep the account and submit the itemized written report for each separate parcel of land.

(Ord. No. 656, § 2, 10-14-2014)

Section 8.14.240 - Special assessment process. The cost of abatement in front of or upon each parcel of land and the costs incurred by the City of Corning in enforcing abatement upon the parcels, including investigation, boundary, determination, measurement, clerical and other related costs constitutes a special assessment against that parcel.

After the assessment is made and confirmed, a lien attaches on the parcel upon recordation of the order confirming the assessment in the office of the Tehama County recorder, except that if any real property to which such lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of such taxes as imposed by Government Code Section 39578 would become delinquent, then the lien which would otherwise be imposed by this section shall not attach to such real property and the costs of abatement and the costs of enforcing abatement, as confirmed, relating to such property shall be transferred to the unsecured roll for collection.

(Ord. No. 656, § 2, 10-14-2014)

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 05-26-2020-01 DECLARING THE FOLLOWING:

- **A PUBLIC NUISANCE EXISTS ON THE ONE (1) PROPERTY LISTED ON THE ATTACHED EXHIBIT "A",**
- **FIND THAT SUCH CONDITIONS ARE SEASONAL AND RECURRENT NUISANCES;**
- **AND AUTHORIZE THE FIRE CHIEF TO INITIATE ABATEMENT PROCEDURES ON THE PROPERTY/PARCEL AS OUTLINED IN THE CITY'S MUNICIPAL CODE.**

RESOLUTION 05-26-2020-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
DECLARING A PUBLIC NUISANCE ON THE ONE (1) PROPERTY
LISTED ON THE ATTACHED
EXHIBIT "A"**

WHEREAS, the Corning Municipal Code Chapter 8.14, Weed Abatement, Section 8.14.010 explains that these regulations are intended to address the recurring health and safety problems arising out of weeds and rubbish on property within the City of Corning and are designed to alleviate those problems and protect the citizen's health, safety and property.

WHEREAS, Section 8.14.020 defines "Weeds" as weeds that when mature bear wingy or downy seeds, which will attain such a large growth as to become a fire menace when dry, or which are otherwise noxious or dangerous. The term "weeds," as used in this article, also includes any of the following:

1. Weeds which bear seeds of a downy or wingy nature.
2. Sagebrush, chaparral, and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property.
3. Weeds which are otherwise noxious or dangerous.
4. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health.
5. Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.

WHEREAS, the City's Weed Abatement Officer/Fire Chief has identified the following one (1) property listed on the attached Exhibit "A" as a public nuisance.

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

1. A public nuisance exists on the one (1) property identified in Exhibit "A" hereto.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on May 26, 2020 by the following vote:

AYES:

OPPOSED:

ABSENT:

ABSTAIN:

Douglas Hatley, Jr., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

EXHIBIT "A"
(Resolution 05-26-2020-01)

APN NO.'s	Physical Address	Owner/Responsible Party	APN Mailing Address
071-173-008-000	1216 South Street	Keith & Patricia Jolley	Keith & Patricia Jolley 3513 Beacon Dr. Anderson, CA 96007
Total Properties: 1			

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution No. 05-26-2020-01) 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 26th day of May, 2020 by the votes listed above.

Lisa M. Linnet, City Clerk

**ITEM NO.: J-9
APPROVE ANNUAL AGREEMENT AND
MEMBERSHIP WITH 3CORE ECONOMIC
DEVELOPMENT DISTRICT AT A COST
OF \$7,500.**

May 26, 2020

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

BACKGROUND:

3CORE is the federally recognized Regional Economic Development Corporation (EDC) for the Counties of Tehama, Glenn and Butte. They work with the City to include Corning's economic development priorities in the regional strategy by soliciting federal grant financing for planning purposes and actual economic development projects. As a Federally Certified Community Development Financial Institution (CDFI) and designated Community Development Entity (CDE), they are positioned to support investment into the local Opportunity Zones, as well as deliver technical assistance focused on regional resiliency and disaster planning and coordination.

3CORE is a key part of Corning's "Economic Development Team". 3CORE helps find "gap" financing for commercial and industrial development ventures. To help cover operating costs, 3CORE receives a Federal Grant totaling \$75,000 which requires a dollar for dollar local match. Our Agreement with 3CORE runs on the fiscal year and will expire on June 30th, as such they approach the City each year in April for a review of the City's commitment because they must comply with Federal and State application requirements. It is now appropriate to consider a new contract. The adjusted FY 2020-2021 cash match for the City of Corning has not increased this year and remains at \$7,500.

Our membership provides us with direct access to:

- Regional Economic Development Strategy;
- Statewide Economic Development Networks;
- Legislative Advocacy; and
- Discounted consulting fees; and

As a result of our membership, Businesses in our jurisdiction are eligible to receive:

- Start-up and expansion financing through their \$6M loan pool;
- Discounted loan fees & interest rates;
- Financial Readiness counseling; and
- Expert monitoring.

In the past 3CORE has aided the City of Corning with the following projects:

- Assistance in developing a new Downtown Business Facade Program.
- Development & annual updates of the Comprehensive Economic Development Strategy (CEDS) for the City and District's related priority projects.
- Monitoring and Mapping of a local Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) analysis; providing a consensus scope of work detailing Partner priorities, timelines, budget and responsibilities of 3CORE and Partner; and identification of funding sources for S.W.O.T. priorities within the CEDS.
- Maintaining key memberships in National, State, and Regional Organizations representing the Tri-County Region.
- Monitoring & communicating about Federal & State legislative actions that could affect the North State and soliciting & coordinating support from region as appropriate.
- Providing best practices of successful business retention and expansion models.

- Discounted loan fees and interest rates for eligible businesses located within the City of Corning and its sphere of influence (including other areas designated by the City of Corning) who qualify for and receive financing through 3CORE.
- Supported initiatives that lead to business recovery & growth, including utilizing "Opportunity Zones".
- Regionally based & centered on providing that addresses short and long term effects of the COVID-19 pandemic.

Pre-Qualification Services, Grant Development & Application Preparation Services, and Financial Advisory Services are also available at an additional charge.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPROVE:

- **THE ANNUAL PARTICIPATION IN 3CORE;**
- **AUTHORIZE PAYMENT ON JULY 1, 2020 FOR THE CITY'S SHARE OF THE LOCAL GRANT MATCH IN THE AMOUNT OF \$7,500 FROM FUND 001-7408-4010 ECONOMIC DEVELOPMENT.**

GROWTH CAPITAL ▲ REGIONAL STRATEGY ▲ PROJECT MANAGEMENT

Kristina Miller, City of Corning
794 Third Street
Corning, CA 96021

April 22, 2020

Dear Kristina,

As the regional Economic Development District for Butte, Glenn and Tehama counties, 3CORE is focused on building relationships, fostering collaboration, and encouraging business growth in our communities.

A Federally Certified Community Development Financial Institution (CDFI), 3CORE is uniquely positioned to support investment in our region. This year, 3CORE supported local businesses with mentoring and financing needs, monitored and analyzed regional and national disaster impacts, built resiliency planning and coordination capacity, and supported initiatives that lead to business recovery and growth, including utilizing Opportunity Zones. We added staff who are highly motivated and dedicated to economic development and supporting innovative opportunities. 3CORE created an automated referral system to address business financing needs and create linkages between business loan applicants, local banks and vetted business development stakeholder partners through the Partner Lending Referral Network.

3CORE has strong relationships with local, state and federal funding sources and assisted our members with over \$15 million in grant applications in the last year. Our organization was invited to join a statewide network of economic development leaders to collaborate on solutions to our state's most pressing economic issues. This group communicates directly with policymakers who now rely on 3CORE's input when creating equitable policies to help our region thrive.

3CORE, as a connector and convener, will continue to be regionally based and centered on providing support that addresses the short and long-term impacts of the Camp Fire, the COVID-19 pandemic, and other local disasters, while seeking opportunities for future regional growth. As the region's Economic Development District, the overarching goal is to create a region that is prepared, resilient, and investment-ready.

Your Membership gives you direct access to:

- ▲ Regional Economic Development Strategy
- ▲ Statewide Economic Development Networks
- ▲ Legislative Advocacy
- ▲ Discounted consulting fees

As a result of your Membership, Businesses in your jurisdiction are eligible to receive:

- ▲ Start-up and Expansion Financing through our \$6M loan pool
- ▲ Discounted loan fees & interest rates
- ▲ Financial Readiness coaching
- ▲ Expert mentoring

Enclosed is a Membership Renewal Invoice for 2020-2021. Additional services are available on a fee-for-service basis. Your investment ensures continued work in our cities and counties as your local Economic Development District.

Sincerely,



Executive Director, 3CORE, Inc.



3CORE, Inc.
2515 Ceanothus Avenue, Suite 105
Chico, CA 95973

Invoice

Date	Invoice #
4/22/2020	20183

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

Description	Amount
Membership Renewal 2020-21 ***Please note our new address***	7,500.00
Total	
\$7,500.00	

Phone #	Fax #	E-mail	Web Site
530.893.8732 x202	530.893.0820	jwilliams@3coreedc.org	www.3coreedc.org

ITEM NO.: J-10

ADOPT RESOLUTION NO. 05-26-2020-02
ADOPTING THE FISCAL YEAR 2020/2021
STREET PROJECT LIST THAT WILL UTILIZE
SB1 FUNDING; THE ROAD REPAIR AND
ACCOUNTABILITY ACT OF 2017.

May 26, 2020

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUMMARY:

Senate Bill 1 (SB1) – the Road Repair and Accountability Act of 2017 – enables cities and counties to address significant maintenance, rehabilitation and safety needs on the local streets. Eligible Agencies will receive funding allocations over a 10-year period that are meant to accelerate road maintenance projects.

Prior to receiving funds, each Agency must annually submit a project list that is to be funded by SB1 - Road Maintenance and Rehabilitation Account (RMRA). Project lists are typically required to be submitted to the California Transportation Commission (CTC) annually by May 1st but due to COVID-19 the submittal date has been moved to July 15th.

The City of Corning will allocate funding for street projects for the FY 2020/2021 budget. The attached Resolution will further support the responsibility of the City to identify and report committed street projects.

The proposed locations for Fiscal Year 2020/21 projects are as follows:

- **Colusa Street Maintenance/Rehabilitation:**
Cape sealing of Colusa Street between Houghton Avenue and 3rd Street, approximately 0.50 miles, with a useful life of 7-10 years.
- **Toomes Avenue Maintenance/Rehabilitation:**
Cape sealing of Toomes Avenue between Solano Street and Blackburn Avenue, approximately 0.50 miles, with a useful life of 7-10 years.
- **2nd Street Maintenance/Rehabilitation:**
Cape sealing of 2nd Street between Solano Street and Fig Lane, approximately 0.50 miles, with a useful life of 7-10 years.
- **South Street Maintenance/Rehabilitation:**
Cape sealing of South Street between 2nd Street and Marguerite Avenue approximately 0.50 miles, with a useful life of 7-10 years.
- **Hoag Street Reconstruction:**
Reconstruction/overlay of Hoag Street between Solano Street and Tehama Street approximately 0.30 miles, with a useful life of 10-15 years.

The topographic survey and design for the above projects will be completed during Fiscal Year 2019/20. The scope of work for Fiscal Year 2020/21 will be the construction activities associated with the projects. This project list is not 'set in stone', should the Council decide to change the location. The list shall not limit flexible use of funds, provided that funds are only used for eligible projects. It will be at the City's discretion to fund or not fund projects in a given year not on the project list. No action will be required to amend the list with the CTC.

In order to receive the funding, the City must annually expend from its general fund for street and road purposes an amount not less than the annual average of its expenditures from its general fund during fiscal years 2009 through 2012 known as the Maintenance of Effort (MOE). If the City fails to meet the MOE in a fiscal year, it can be made up the following fiscal year. The City of Corning's MOE required to meet State set standards is \$234,447.

The League of Cities estimates the City will receive an additional \$144,730 in RMRA funding. SB1 funding amounts will supplement additional street projects within the City over the course of the next seven years.

RECOMMENDATION:

MAYOR AND CITY COUNCIL ADOPT RESOLUTION NO. 05-26-2020-02 ADOPTING THE FISCAL YEAR 2020/2021 STREET PROJECT LIST THAT WILL UTILIZE SB1 FUNDING; THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

RESOLUTION NO.: 05-26-2020-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
ADOPTING A STREET PROJECT LIST FOR FISCAL YEAR 2020/2021
FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1 by Resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$144,730 in RMRA funding in Fiscal Year 2020/2021 from SB1; and

WHEREAS, this is the third year in which the City is receiving SB1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities for the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB1 will help the City maintain and rehabilitate 5 streets/roads throughout the City this year and dozens of similar projects in the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in at risk condition and this revenue will help us increase the overall quality of our road system, lead to improved connections between local and regional roads, public transit and provide room for bicycling and walking and over the next decade will bring our streets and roads into an excellent condition; and,

WHEREAS, the SB1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Corning, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2020/2021 list of project plans to be funded with Road Maintenance and Rehabilitation Account revenues include:
 - **Colusa Street Maintenance/Rehabilitation:**
Cape sealing of Colusa Street between Houghton Avenue to 3rd Street, approximately 0.50 miles, with a useful life of 7-10 years.
Design Completed: 2019/2020
Estimated Year of Construction: 2020/2021

- **Toomes Avenue Maintenance/Rehabilitation:**
Cape sealing of Toomes Avenue between Solano Street to Blackburn Avenue, approximately 0.50 miles, with a useful life of 7-10 years.
Design Completed: 2019/2020
Estimated Year of Construction: 2020/2021
- **2nd Street Maintenance/Rehabilitation:**
Cape sealing of 2nd Street between Solano Street to Fig Lane, approximately 0.50 miles, with a useful life of 7-10 years.
Design Completed: 2019/2020
Estimated Year of Construction: 2020/2021
- **South Street Maintenance/Rehabilitation:**
Cape sealing of South Street between 2nd Street to Marguerite Avenue approximately 0.50 miles, with a useful life of 7-10 years.
Design Completed: 2019/2020
Estimated Year of Construction: 2020/2021
- **Hoag Street Reconstruction:**
Reconstruction/overlay of Hoag Street between Solano Street to Tehama Street approximately 0.30 miles, with a useful life of 10-15 years.
Design Completed: 2019/2020
Estimated Year of Construction: 2020/2021

The foregoing Resolution was passed and adopted 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:

Douglas Hatley Jr., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning California, DO HEREBY CERTIFY that the foregoing Resolution No. 05-26-2020-02 was introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on May 26, 2020 by the votes listed above.

Lisa M. Linnet, City Clerk

**ITEM NO: J-11
ADOPT RESOLUTION 05-26-2020-03
AUTHORIZING THE CITY MANAGER TO
EXECUTE AND SUBMIT THE CARES ACT
AIRPORT GRANT AGREEMENT, GRANT
NO. 3-06-0053-008-2020 FOR CORNING
MUNICIPAL AIRPORT**

May 26, 2020

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

SUMMARY:

The City of Corning submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Airport Grants Application dated May 11, 2020 for a grant of Federal funds at or associated with the Corning Municipal Airport.

The Grant is provided in accordance with the CARES Act to provide eligible Airports with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. Grant amounts are derived by legislative formula and the City of Corning Municipal Airport has been offered \$20,000.00. The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

Staff is requesting the City Council's authorization for the City Manager to sign all required documents for executing the grant.

BACKGROUND:

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Corning Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

Attached is a copy of the CARES Act Grant Agreement for review. Please note the execution date of May 26, 2020 has been extended to June 2, 2020 to accommodate the City Council meeting. An updated agreement will be submitted to the City with the updated date prior to the City Council meeting.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT ATTACHED RESOLUTION NO. 05-26-2020-03 AND AUTHORIZE THE CITY MANAGER TO SIGN ALL REQUIRED DOCUMENTS FOR EXECUTION OF THE CARES ACT GRANT OFFER, GRANT NO. 3-06-0053-008-2020 FOR CORNING MUNICIPAL AIRPORT.

RESOLUTION 05-26-2020-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING KRISTINA MILLER, THE CITY MANAGER, TO EXECUTE
AND SUBMIT THE CARES ACT GRANT OFFER, GRANT NO. 3-06-0053-008-2020
FOR THE CORNING MUNICIPAL AIRPORT ON BEHALF OF THE CORNING CITY
COUNCIL**

WHEREAS, the City of Corning desires to participate in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Grant administered by the U.S. Department of Transportation Federal Aviation Administration hereafter referred to as the FAA; and

WHEREAS, the grant funds received hereunder shall be used to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency.

WHEREAS, the City of Corning agrees to abide by the terms and conditions of the Grant Agreement as set forth by the FAA.

BE IT FURTHER RESOLVED, Kristina Miller, the City Manager, is authorized on behalf of the Corning City Council to submit the grant proposal for this funding and sign the Grant Agreement with the California Board of State and Community Corrections, including any amendments thereof.

The forgoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on May 26, 2020 by the following vote:

AYES:

OPPOSED:

ABSENT:

ABSTAIN:

Douglas Hatley Jr., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution 05-26-2020-03) 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 26th 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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

3-06-0053-008-2020
FAA SFO ADO
1000 Marina Blvd
Suite 220
Brisbane, CA 94005

CARES Act Grant Transmittal Letter

Ms. Kristina Miller
City Manager
City of Corning
794 Third Street
Corning, CA 96021

Dear Ms. Miller:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-06-0053-008-2020 for Corning Municipal. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than May 26, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Barry Franklin by email that the grant is administratively and financially closed. Barry Franklin is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Laurie J. Suttmeier
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area Corning Municipal

CARES Grant Number 3-06-0053-008-2020

Unique Entity Identifier 091589742

TO: City of Corning
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated May 11, 2020, for a grant of Federal funds at or associated with the Corning Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Corning Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Corning Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$20,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 26, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi Invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either —
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

City of Corning

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. 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.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

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

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 Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. 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).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. 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 Opportunity
- 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 Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

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.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 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.
- h. 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).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 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.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 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.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 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.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

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 grant; that an official decision has been made by 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 Grant 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. Good Title.

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.

4. 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. 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 this Grant Agreement.
- c. 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 and conditions of this Grant Agreement.

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

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. 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 Grant 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.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended 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(s) subject to this agreement and all applicable addendums.

8. 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. 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.

9. 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 Part 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.

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

"The City of Corning, 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 for 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."

d. 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, grant, 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, grant, or program.
- e. 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.
- f. 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.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that 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.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**ITEM NO.: J-12
REQUEST APPROVAL OF THE
PROPOSED EASEMENT AGREEMENT
AND EASEMENT PURCHASE AND
SALE AGREEMENT WITH MTBEMAC,
LLC FOR THE 30-FT. EASEMENT TO
ENABLE FUTURE EXPANSION OF
WATER & SEWER SERVICES ON THE
WEST SIDE OF INTERSTATE 5 (I-5)**

May 26, 2020

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

SUMMARY:

The two proposed Agreements, the Easement Agreement and Easement Purchase and Sale Agreement, both between the City and MTBEMAC, LLC, would provide a full 30-foot width of property to accommodate a construction, utilities and access easement on the Dudley Property. If approved, these documents will enable future expansion of water and sewer services to the west side of Interstate 5 where development has been constrained by the lack of these services.

The Easement Purchase and Sale Agreement was negotiated based upon the appraisal provided by Lester Fox who established the appraised value at \$38,000. As stipulated by law, the City cannot pay more than the appraised value.

The City Attorney has reviewed and approved both Agreements for consideration by the Council.

FINANCIAL:

The Easement Purchase and Sale Agreement cost of \$38,000 is proposed to be funded from fund 077-8031-4010.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- **APPROVE PROPOSED EASEMENT AGREEMENT WITH MTBEMAC, LLC;**
- **APPROVE 30-FT. EASEMENT PURCHASE & SALE AGREEMENT WITH MTBEMAC, LLC AT A COST OF \$38,000 FROM FUND 077-8031-4010; AND**
- **AUTHORIZE THE CITY'S MAYOR TO SIGN ALL ASSOCIATED DOCUMENTS ON BEHALF OF THE CITY.**

Recording requested by:

City of Corning
794 Third Street
Corning, CA 96021

When recorded, mail to:

Kristina Miller
City of Corning
794 Third Street
Corning, CA 96021

Space above this line for recorder's use

EASEMENT AGREEMENT

(Water, Sewer, and Utility Easement)

THIS WATER, SEWER, AND UTILITY EASEMENT AGREEMENT (this "Agreement"), is dated, for reference purposes only, April __, 2020, and is entered into by and between MTBEMAC, LLC, a California limited liability company, and any successors in interest ("Grantor"), and the CITY OF CORNING, County of Tehama, State of California (the "City" or "Grantee").

RECITALS

A. WHEREAS, Grantor is the fee owner of that certain parcel of real property in the City of Corning, County of Tehama, State of California, having the APN 069-210-057, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Servient Tenement").

B. WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor a non-exclusive, irrevocable, and permanent easement on and about that portion of the Servient Tenement as described and/or depicted in Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area") for the construction, maintenance, and operation of underground water, sewer, and other utility lines and conduits within the Easement Area, including power, gas, and cable lines, as necessary, to service the development and buildout of real property within the City of Corning, County of Tehama, State of California and to establish utility rights, pursuant to the terms and conditions of this Agreement.

C. WHEREAS, Grantor and Grantor's Servient Tenement and Grantor's adjacent real property will benefit from the construction and placement of water, sewer, and other utility lines and conduits placed within the Easement Area, as Grantor is dependent on such water, sewer, and other utility lines and conduits to develop and buildout of Servient Tenement and adjacent real property to which Grantor holds title.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference as though set forth in full.

2. Grant of Easement.

A. Construction Easement. Pursuant to the terms herein, upon recordation, Grantor hereby grants to Grantee a non-exclusive (co-existent with Grantor's rights) easement over the Servient Tenement and Easement Area for the purposes of constructing any water, sewer, power, gas, cable, and other utility lines and conduits within the Easement Area (hereinafter referred to as the "**Construction Easement**").

B. Water, Sewer, and Utility Easement. Grantor hereby grants to Grantee the right to install, maintain, inspect, repair, service, or remove and replace water, sewer, power, gas, cable and other utility lines and conduits beneath and above the surface of the ground, within the Easement Area, to deliver to the public water, sewer, and other utility services through the Easement Area ("**Water, Sewer, and Utility Easement**").

C. Access Easement. Grantor hereby grants to Grantee an access easement, which shall allow for the following upon the Servient Tenement and within the Easement Area: (i) temporary vehicular parking, (ii) pedestrian, vehicular, and construction equipment ingress and egress; (iii) construction, maintenance, monitoring, testing, and related operational purposes as needed in connection with the water, sewer, and other utility lines and conduits; and (iv) all activities of Grantee incidental to the foregoing ("**Access Easement**") (Construction Easement and Water, Sewer, and Utility Easement, and Access Easement are hereinafter collectively referred to as the "**Easement**").

D. No Permanent Construction. Grantor agrees for itself, its successors and assigns, not to permit the erection, placement, or maintenance of any buildings, earthfill, large trees, large shrubs, block walls, structures and/or similar improvements that would unreasonably interfere with the ability of Grantee to obtain access to the Easement for the purposes of repair, replacement, or installation of the water, sewer, power, gas, cable, and/or other utility lines.

E. Inspection, Maintenance, and Repair Costs. Grantee acknowledges and agrees that Grantee shall exclusively be responsible for the ordinary costs of inspections, maintenance, and repair of the Easement Area.

F. Indemnity. Grantee shall be exclusively responsible for any damage caused by or from its agents', employees', contractors', or affiliates' use of the Servient Tenement or use of the Easement Area.

G. Restoration. Upon the completion of construction activities within the Easement Area, Grantee shall remove all construction debris and repair or replacement of any pavement that is damaged as a result of Grantee's construction. Grantee shall at all times safely operate and maintain any water, sewer, or other utility lines and conduits and shall promptly repair and restore to its prior condition any portion of the Easement Area or Servient Tenement, which is disturbed by use of the Easement Area by Grantee, or Grantee's agents, employees, contractors, or affiliates.

H. Interference with Grantor's Use of Servient Tenement. Grantee shall not, in the exercise of its rights under the Easement, unreasonably interfere or obstruct Grantor's or Grantor's agents', employees', contractors', or affiliates' use of the Servient Tenement.

3. Standards; Liens. Any work done by Grantee or its agents, employees, contractors, and/or affiliates shall be performed in a good, workmanlike manner in compliance with all applicable laws and any applicable requirements of governmental agencies. Grantee shall not permit any mechanic's or materialmen's liens arising out of its work to be recorded against the Easement Area or Servient Tenement, and if any such liens arising out of its work are recorded against the Easement Area or the Servient Tenement, Grantee shall promptly cause the same to be released of record, whether through payment by recording a bond pursuant to applicable California law or otherwise, unless Grantor provides its consent, which shall not be unreasonably withheld, conditioned, or delayed.

4. **Covenant to Run with the Land.** The Easement is a covenant running with the land, i.e., the Servient Tenement, and it inures, to the benefit of, and is binding upon the successors in interest to Grantee and Grantor.

5. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

6. **Attorneys' Fees.** If either party commences legal proceedings against the other to interpret or enforce any of the terms of this Agreement or because of the breach by the other of any of the terms thereof, the losing party shall pay to the substantially prevailing party reasonable attorneys' fees, costs and expenses and court costs and other costs of action incurred in connection with the prosecution of defense of such legal proceedings, whether or not the legal proceedings are prosecuted to the final judgment.

7. **Duration.** Unless otherwise canceled, merged or terminated, the Easement granted in this Agreement shall continue in perpetuity.

8. **Successor's and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor. Grantee shall have the right to assign all, or any portion, of the rights, interests, and obligations set forth under this Agreement, to any party it determines, in its sole and absolute discretion.

9. **Entire Agreement.** This Agreement (including all Exhibits attached hereto) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect hereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties to this Agreement.

10. **Recording.** This Agreement shall be recorded in the Official Records of Tehama County, State of California promptly upon the execution of this Agreement.

11. **Amendment.** This Easement may only be amended by a written instrument executed by Grantor and Grantee or the then owners of the Servient Parcel and the Easement Area.

12. Further Assurances. Grantor and Grantee shall cooperate, take such actions, and execute and deliver such further instruments and documents as the other shall reasonably request in order to consummate the transactions contemplated by this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute a single document.

[The remainder of this page is intentionally blank. Signatures to follow on next page.]

IN WITNESS WHEREOF, Grantor and Grantee have agreed to execute this Agreement as of the dates set forth below.

GRANTEE

CITY OF CORNING

By: _____

Name: _____

Its: _____

GRANTOR

MTBEMAC, LLC, a California limited liability company

By: _____

Name: Mike Dudley

Its: OWNER

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA

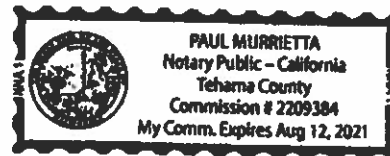
County of Tehama

On 5-13-2020, before me, PAUL MURRIETTA,
a notary public, personally appeared Mike Dudley, who proved
to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to
the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~
authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or
the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Paul Murietta



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

ACKNOWLEDGMENTS

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

County of _____

On _____, before me, _____,
a notary public, personally appeared _____, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
SERVIENT TENEMENT

PARCEL 2:

ALL THAT PORTION OF LOT 8 IN BLOCK 118 OF MAYWOOD COLONY NO. 16, AS THE SAME IS SHOWN ON THE MAP FILED IN THE TEHAMA COUNTY RECORDER'S OFFICE, MARCH 20, 1899 IN BOOK B OF MAPS, AT PAGE 38, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 8, FROM WHICH POINT THE NORTHEAST CORNER OF SAID LOT 8 BEARS NORTH 0 DEGREES 06' 30" EAST, 300 FEET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PARCEL OF LAND CONVEYED TO NICHOLAS J. DOUKAS, ET UX, BY DEED RECORDED DECEMBER 1, 1970 IN BOOK 558, PAGE 650, OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 0 DEGREES 06' 30" WEST, 30 FEET; THENCE NORTH 88 DEGREES 46' 30" WEST TO THE WEST LINE OF SAID LOT 8; THENCE ON AND ALONG THE WEST LINE, NORTH 0 DEGREES 06' 30" EAST, 30 FEET; THENCE SOUTH 88 DEGREES 46' 30" EAST ALONG THE SOUTH LINE OF SAID DOUKAS PARCEL TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PROPERTY CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 15, 1964 IN BOOK 455, PAGE 568, OFFICIAL RECORDS.

EXHIBIT B
THE CORNING CROSSROADS PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORNING, COUNTY OF TEHAMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

All that portion of Lot 3 in Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38, lying South and East of the following described line:

Commencing at that certain monument identified as "A" 466+17.858 P.O.T., as shown on the map filed in the Tehama County Recorder's Office, January 25, 1962, in Book N of Maps, at page 38, thence, along said Control Line, North 863.62 feet, thence leaving said Control Line, North 89° 42' 19" West, 465.00 feet, thence South 00° 17' 41" West, 40.00 feet to a point herein below referred to as Point "A", thence North 89° 42' 19" West, 85 feet to a point on the East line of said Lot 3, being the true point of beginning of this description, thence, continuing North 89° 42' 19" West, 150 feet, more or less, to a point for a total distance of 235.00 feet from said Point "A", thence, South 46° 44' 14" West, 35.57 feet, thence parallel with said Control Line South 360.64 feet to a point hereinbelow referred to as Point "B", thence along a curve to the left with a radius of 770.00 feet, a distance of 236 feet to the South line of said Lot 3.

Excepting therefrom all the portion of Lot 3 in Block 118 of Maywood Colony No. 16, situate in Section 21, Township 24 North, Range 3 West, Mount Diablo Base and Meridian, Tehama County, California, filed in the office of the County Recorder of the County of Tehama, State of California, March 20, 1899, in Book B of Maps, at page 38, and more particularly described as follows:

Commencing at the corner common to Sections 15, 16, 21 and 22, Township 24 North, Range 3 West, Mount Diablo Base and Meridian, thence, along the Section line common to Sections 16 and 21 North 86° 56' 00" West, 1455.79 feet, said Section line lies within Corning Road right of way. Thence, South 40.00 feet, to a point referenced with a 3/4 inch iron pipe survey monument marked RCE 14359, said point being on the Southerly right of way line of Corning Road, said point also being the true point of beginning of this description, thence, along a frontage road right of way South 46° 44' 14" West, 35.57 feet, to a point reference with a 3/4 inch iron pipe survey marked RCE 14359, thence continuing along frontage road right of way South, 153.12 feet, thence leaving said right of way East, 160.00 feet, to a point referenced with a 3/4 inch iron pipe monument marked RCE 14359, thence North 175.00 feet, to a point referenced with a 3/4 inch pipe survey monument marked RCE 14359, said point lying on the Southerly right of way line of Corning Road, thence, along said Southerly right of way line, North 88° 56' 00" West, 134.12 feet, to the true point of beginning of the herein described parcel.

Parcel Two:

The West half of Lot 2 of Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38.

Excepting therefrom that portion thereof conveyed to the State of California by Deed dated May 9, 1962 and recorded June 29, 1962 in Book 414, page 357, Official Records of Tehama County, described as follows:

That portion of the West half of Lot 2 in Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38, as conveyed to Ralph F. Rader, et ux, by Deed recorded January 6, 1960, in Book 362, page 343, Official Records of Tehama County, lying North of a line described as follows:

Commencing at that certain monument identified as "A" 466+17.858 P.O.T., as shown on the map filed in the Tehama County Recorder's Office, January 25, 1962, in Book N of Maps, at page 38, thence along said Control Line North 752.14 feet, thence leaving said Control Line West 120.00 feet to a point hereinafter referred to as Point "A", thence North 70° 37' 46" West, 123 feet, more or less, to the point of intersection with the East line of said West half of Lot 2, last said point being the true point of beginning of this line, thence continuing North 70° 37' 46" West, 16 feet, more or less, for a total distance along this course of 139.14 feet from said Point "A", thence North 80° 59' 24" West 217.08 feet, thence North 83° 56' 00" West 15 feet, thence continuing North 88° 56' 00" West, 70 feet, more or less, (hereinafter referred to as Course "A") to the point of termination of this line on the West line of said Lot 2.

Parcel Three:

That portion of Lot 7 and the East half of Lot 2 in Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38, described as follows:

Commencing at the certain monument identified as "A" 478+24.739 P.O.T., as shown on the map entitled "Survey of a Control Line for State Highway Purposes" recorded January 25, 1962 in Book N of Maps at page 38, Tehama County Records, thence along said Control Line, South 00° 00' 00" West, 343.26 feet, thence, leaving said Control Line, North 88° 56' 00" West, 250.00 feet, thence South 01° 04' 00" West, 70.00 feet, thence South 70° 37' 46" East, 23 feet, more or less, to the point of intersection with the West line of the East half of said Lot 2, last said point being the true point of beginning of this parcel, thence continuing South 70° 37' 46" East, 116 feet, more or less, (hereinafter referred to as Course "A") for a total distance along this course of 139.14 feet, thence South 00° 00' 00" West, 570.00 feet, thence, South 01° 25' 56" East, 235.13 feet to the Northeasterly line of the land conveyed to John B. Wilson, et ux, by Deed recorded

October 5, 1964, in Book 459, at page 333, Official Records of Tehama County, thence, along said Northeasterly line, North $56^{\circ} 23' 09''$ West, 500 feet to the North line of Lot 7, thence, along said North line Easterly 285 feet, more or less, to the Southwest corner of the East half of said Lot 2, thence, along the West line of said East half, Northerly, 577 feet, more or less, to the true point of beginning.

The bearings and distances used in the above description are on the California Coordinate System, Zone 1. Divide distances shown by 1.00000780 to obtain ground level distances.

EXHIBIT C
EASEMENT AREA- ON FOLLOWING PAGE

EASEMENT PURCHASE AND SALE AGREEMENT

THIS EASEMENT PURCHASE AND SALE AGREEMENT ("Agreement") is entered into by and between MTBEMAC, LLC, a California limited liability company ("SELLER"), and the CITY OF CORNING, a municipal corporation ("BUYER"), to be effective as of the date signed by the parties below. BUYER and SELLER may collectively be referred to herein as the parties

The parties agree as follows:

1. **Easement.** Under the terms and conditions of the UTILITY EASEMENT AGREEMENT, attached hereto as **Exhibit 1** and incorporated herein, SELLER is granting BUYER a permanent, construction, and access easement for the property described therein ("Easement").
2. **Purchase Price.** The consideration for SELLER's granting of the Easement shall be a purchase price ("Purchase Price") in the amount of Thirty- eight thousand Dollars (\$38,000.00). BUYER shall deliver the Purchase Price to the SELLER within ten (10) days of the execution of this Agreement.
3. **Recordation.** SELLER agrees that, within ten (10) days of the date this Agreement is executed, it will provide a signed copy of the UTILITY EASEMENT AGREEMENT to BUYER, and BUYER will deliver the same to the Tehama County Recorder's Office for recordation. All documentary transfer tax, if any, shall be borne by BUYER.
4. **Representation and Warranty as to Authority.** The parties represent and warrant that the execution and delivery of this Agreement and any performance hereof contemplated have been duly authorized pursuant to California law, and the persons signatory to this Agreement have full power and authority to execute same.
5. **No Obligations to Third Parties.** Except as expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to the Agreement to any third person or entity.
6. **Nonwaiver.** Unless otherwise expressly provided in this Agreement, no waiver by a party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such party. No delay or omission in the exercise of any right or remedy or be construed as a waiver of any such right or remedy, whether theretofore or thereafter arising or

occurring. The waiver by a party of any term, covenant or condition herein stated shall not be deemed a waiver of any other term, covenant or condition.

7. Applicable Law. This Agreement shall be deemed to be made in and construed in accordance with the laws of the State of California. In the event suit is brought by either party hereunder, the parties agreed that venue for such action shall be vested in the state courts of California in the County of Tehama.

8. Existing Agreement. This Agreement, including the UTILITY EASEMENT AGREEMENT, supersedes any prior oral or written understandings or agreements and contains the entire agreement between SELLER and BUYER regarding the conveyance of the Easement. The terms of this Agreement may not be modified or amended, except as in writing, and no subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of either party hereto, or by or to an employee, officer, agent, or representative of either party shall be of any effect unless it is in writing and executed by the party to be bound thereby.

9. Binding on Successors. This Agreement inures to the benefit of and is binding on, the parties, their respective heirs, personal representatives, successors and assigns.

10. Counterparts. This Agreement may be executed in counterparts.

11. Construction. The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

12. Headings. The headings of the several paragraphs and sections of this Agreement are inserted only as a matter of convenience and for reference; shall in no way define, limit or describe the scope or intent of any provision of this Agreement; and shall not be construed to affect, in any manner, the terms and provisions hereof or the interpretation or constructions thereof.

[The remainder of this page is intentionally blank. Signatures to follow on next page.]

IN WITNESS WHEREOF, SELLER and BUYER have agreed to execute this Agreement as of the dates set forth below.

BUYER

CITY OF CORNING

By: _____

Name: - - - - -

Its: _____

SELLER

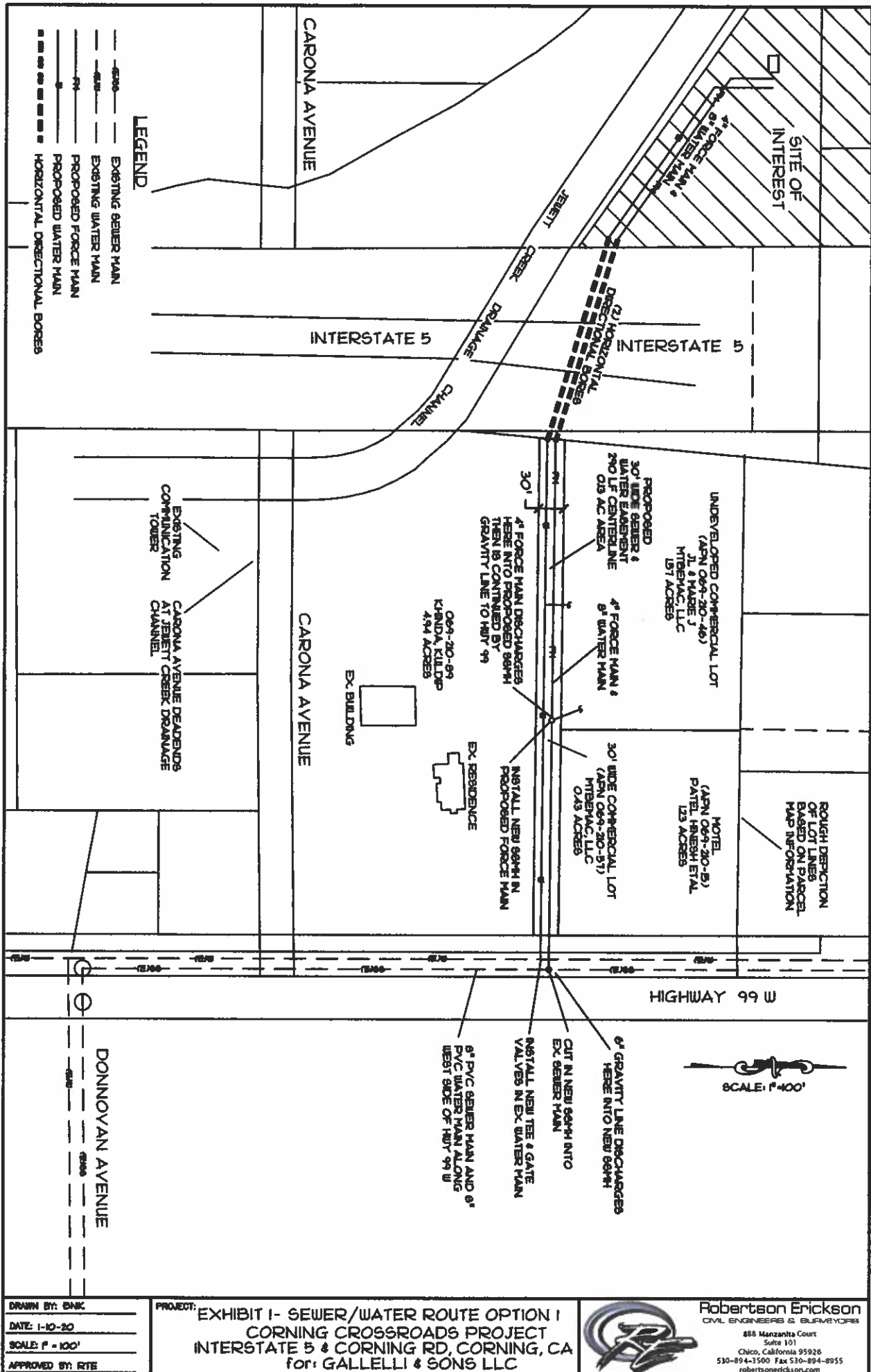
MTBEMAC, LLC, a California limited liability company

By: _____

Name: - - - - -

Its: _____

Exhibit 1



DRAWN BY: ENK
 DATE: 1-10-20
 SCALE: 1" = 100'
 APPROVED BY: RTE

PROJECT: EXHIBIT 1- SEWER/WATER ROUTE OPTION I
 CORNING CROSSROADS PROJECT
 INTERSTATE 5 & CORNING RD, CORNING, CA
 for: GALLELLI & SONS LLC



Robertson Erickson
 CIVIL ENGINEERS & SURVEYORS
 288 Manzanita Court
 Suite 101
 Chico, California 95926
 530-894-3500 Fax 530-894-8955
 robertsonerickson.com

ITEM NO.: J-13
CITY OF CORNING CAPITAL
IMPROVEMENT PROGRAM
AND MEASURE A FUNDING
PRIORITIES FOR SERVICE

May 26, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: KRISTINA MILLER, CITY MANAGER

SUMMARY:

City staff are pleased to present the Council with the FY 2020/2021 Capital Improvement Plan. This document is the combination of three departments (Fire, Police, and Public Works) Capital Improvement Proposals.

The Capital Improvement Plan of the City is the long-range plan of action for funding public improvements in support of existing residents, users and businesses and to accommodate future development. The adoption of the Capital Improvement Program by the City Council establishes a Policy for priority spending. **Approval of priorities does not assure funding; funding is determined by the City Council when the Final Budget is approved.**

UPCOMING BUDGET

The Fiscal Year 2020/2021 budget is currently being drafted and finalized for Council consideration. As a result of the COVID-19 Pandemic, the City will experience significant decreases in sales tax, transactions and use tax (Measure A), and transient occupancy taxes. The City will significantly dip into its General Fund Reserves to balance the budget in FY 2020/2021.

Measure A revenue may be spent as indicated below.

FY 2020/21 Measure A Funding Priorities

Dispatch General Fund Contribution	200,000
Fire Reserve Fund	340,336
Police Reserve Fund	300,998
Public Works Reserve Fund	102,253
Street Projects to offset fuel tax losses	96,413
Total Measure A Funding	\$1,040,000

The dollar amounts in the above table may need to be adjusted at Final Budget approval depending on revenue and expenditure projections that are currently being finalized.

Measure A funding is proposed to fund \$96,413 of street repairs to assist the City in reaching its Maintenance of Effort requirement (in the amount of \$234,447) in order to receive Senate Bill 1 funding for FY 2020/21. IT is anticipated the City will experience a significant reduction in street taxes due to a reduction in fuel sales. Senate Bill 1 will result in the City receiving approximately \$130,000 in FY 2020/21 for additional street improvements.

DEPARTMENT PLANS

The three primary City Departments participated in the CIP's preparation. The document specifically addresses Public Works, Fire, and Police Department services and equipment that are anticipated to maintain and/or improve our service standards. Exhibit A indicates the most urgent department needs, as well and their projected needs for the future. Department needs changes every year based on the needs of the Department, new technologies, new regulations, etc. For this reason, there are occasions where changes in regulations necessitate the funding of capital that could not have reasonably been anticipated and thus not been budgeted for. In these instances, you can expect the short-term contribution to capital replacement to increase to cover this unanticipated cost. Please also note, while the calculation methodology is based on the equipment being replaced after a certain number of years or at a certain mileage threshold, in reality the equipment will be replaced when the cost to maintain the equipment warrants its replacement.

As a result of inadequate City revenue in previous years, the City has not adequately funded its capital replacement (as is indicated in the column titled Required Replacement Reserves). There is quite a bit of catch up to be done. Our current year Annual Reserves Contributions are higher than they would have been, if depreciation expense were adequately funded in previous years.

As a result of Measure A funding, General Fund dollars, and Enterprise Fund dollars, the City will be able to complete with City Council approval the proposed projects below. Please note, all anticipated expenditures (those that were previously included in Exhibit A) are proposed for approval. As a result of recent fiscal uncertainty, newly proposed equipment, unless required by law or for safety reasons is not proposed for approval this year. Those pieces of equipment were included in the CIP (Exhibit A), so that in future years the funding will be there to make the purchase.

Capital Improvement Proposed Funding

	Dollar Amount	Funding Mechanism	
Mini-Attack/Chief's Truck	80,000	Financed	Fire Capital Replacement funded through Measure A
6 Replacement SCBA Bottles	9,000	Measure A	
Truck 3 LED Light Conversion	12,000	Measure A	
Engine 14 Light Conversion	13,000	Measure A	
PPE	3,100	Measure A	Grant-Funded
2 Patrol Vehicles*	107,434		Police Capital Replacement funded through Measure A
2 Additional Patrol Vehicles	125,351		
Utility Dump Trailer	15,000		Public Works Capital Replacement Funded through Measure A
Ride-On Lawn Mower	24,000		
Airport Fencing	182,000		Grant-Funded
ADA Improvements to City Buildings	5,000		General Fund
Total	\$575,885		

To complete this, \$340,336 will be contributed to the Fire Reserve Fund (076-1020-9999), \$300,998 will be contributed to the Police Reserve Fund (071-1020-9999), and \$102,253 to the Public Works Fund (078-1020-9999) utilizing Measure A dollars. Amounts over and above what is being purchased this year will remain in the reserve fund for equipment needs in the future. The ultimate goal being that funds will be in the reserve fund, when the equipment needs replacing.

RECOMMENDATION:

MAYOR AND COUNCIL REVIEW AND DISCUSS THE PROPOSED MEASURE A FUNDING ALLOCATIONS AND APPROVE THE FISCAL YEAR 2020/2021 CAPITAL IMPROVEMENT PRIORITIES.

**CORNING VOLUNTEER FIRE DEPARTMENT
CVFD
CAPITAL IMPROVEMENT PROGRAM
2020/2021**

INTRODUCTION:

The Corning Fire Department is manned 24 hours a day, seven days a week, and is staffed with 4 dispatchers, working 12-hour shifts and a Fire Chief that works 8-5, five days a week. The Volunteer Department consists of a First and Second Assistant Chief, three Captains and 28 Firefighters. The Department currently has an ISO rating of four.

DEPARTMENT ACTIVITY 2019:

The Fire Department provides fire and medical services to the commercial and residential areas located within the City Limits of Corning. CVFD also responds to traffic accidents, public service requests and HAZMAT incidents. The Department also responds to these incidents in South Tehama County via a mutual-aid agreement with CALFIRE and Tehama County.

The Department responded to 1,048 calls for service in 2019. The total man-hours for response was 3,248, training and class hours totaled 1,320 for a grand total of 4,568 hours of service by The Volunteers.

CAPITAL IMPROVEMENT PRIORITIES:

- 6-Replacement SCBA bottles
- Purchase new Chief's Truck/mini-attack type vehicle.
- LED Light Conversion to Engine 14
- LED Light Conversion to Truck 3
- Personal Protective Equipment

The above equipment is either past their service time, in need of upgrade to become compliant or are an ongoing need for wear and tear.

6-Replacement SCBA Bottles:

SCBA bottles are essential for Fire response. Replacement bottles are approximately \$1,500 each. Once used, the bottles must be taken to Orland to be filled before they can be used again. By having full replacement bottles available, it allows the equipment to still function before the used bottles have been refilled, assuring compliance and safety. The cost is estimated at \$9,000.00.

Mini-Attack/Chief's Truck:

The current Chief's truck is a 1995 model that was originally used for Public Works. Originally the plan was to convert the old Squad 7 to be used by the Chief once the new Squad was received. Upon further assessment, it was determined that the old Squad had

too many issues and would cost significantly more to convert than what would be beneficial. Estimated cost is \$80,000

LED light conversion to Engine 14:

The emergency and scene lights need to be upgraded to LED's to conform with current standards and be compliant with NFPA regulations. The approximate cost for the light conversion is \$13,000.00.

LED light conversion to Truck 3:

The emergency lighting on Truck 3 needs to be upgraded to LED's to conform to current standards. One light bank on the cab is currently inoperable. The estimated cost for this upgrade is \$12,000.00.

Personal Protective Equipment (PPE):

Turnouts and wild land gear require continual replacement. This is an on-going item that the Department has been able to keep up through grant funding. A complete set of structural turnouts is approximately \$2,500.00 and a set of wildland gear is approximately \$600.00.

NON-PRIORITY ITEMS:

Standby Generator:

The standby Generator was purchased in 2002. It is estimated the generator has a remaining service life of four (4) years.

Engine 14 Replacement:

Engine 14 was bought by the City in 1997 and has approximately six (6) years of service remaining. The cost to replace Engine 14 is approximately \$500,000.00.

Engine 9 Brush Truck:

Engine 9 was acquired by the City in 1997 and has approximately six (6) years of service life remaining with a current replacement cost of \$160,000.00.

Ladder Truck #3:

Ladder Truck #3 was purchased used in 2005 by the City and The Nomlaki Tribe. It was manufactured in 2000.

2019/2020 PURCHASES:

New Rescue Squad 7 which was delivered March 23, 2020
16~New SCBA's which replaced the Department's outdated equipment.

New concrete Apron replacing the old, cracked surface.
Continue to replace PPE for the Department.

Corning Volunteer Fire Department would like to thank The City for these purchases.

CORNING POLICE DEPARTMENT

**PROGRAM AND PROJECT
BUDGET SUMMARY**

#	PROJECT	FY 20/21	FY 21/22	FY 22/23	FY 23/24
1	VEHICLE (2)	125,351	127,858	130,415	133,023
2	DRONE (2)	13,500	0	1350	0
3	SERVER UPGRADE & MIRGRATION	9,120	585	585	585
4	SPEED PLATE (13)	13,000	0	0	0
5	PATROL RIFLE (13)	10,410	0	0	0
6	SUSTEEN	2,390	995	995	995

Priority Ranking 1

Annual Cost:	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
	\$ 125,351	\$ 127,858	\$ 130,415	\$ 133,023

Name: **VEHICLE REPLACEMENT**

Objective: To purchase two (2) patrol vehicles based upon the Vehicle Replacement Program.

Narrative: The Vehicle Replacement Program allows for the minimum replacement of police vehicles as identified each fiscal year.

The Department currently has 11 vehicles in two classifications: Patrol and Service/Support. Patrol currently has seven (7) vehicles (which include three (3) dual-purpose vehicles: Supervisor's vehicle; K-9 vehicle (inactive); School Resource vehicle; and patrol (3) patrol vehicles). Service and Support vehicles these vehicles are generally driven until they have exceeded their effective service life. (See tables below). Please note that prior understanding between the City and the Police Department was to replace patrol vehicles when the vehicles attain 85,000 miles. However, due to funding restrictions, the mileage cap was extended to 100,000 miles. Currently, patrol vehicles are driven in excess of 100,000 miles, provided the vehicles are safe, dependable, and the maintenance/repair costs do not exceed the useful life value of the vehicle.

Since 2013, the Department enacted an Assigned Vehicle Program wherein two patrol officers generally share one patrol vehicle. This means that an assigned patrol vehicle is being used continuously for 24 hours (two 12-hour shifts). This program has resulted in better upkeep of vehicles, and timely notification of vehicle maintenance needs.

For the 2020/21 fiscal year, the Department is recommending the purchase of two (2) new patrol vehicles as part of its Capital Replacement Program. The Department is also recommending to surplus (5) vehicles and change assignments of one vehicle.

The Police department is also recommending the rollover of this fiscal year 2019/2020 CIP funds of \$107, 434 from vehicle replacement. The two vehicles, that had previously been approved, were ordered in August of 2019 have not been built because of the backlog of ordering this type of vehicle from the factory now, due to the recent Covid-19 pandemic some factories and vendors have decreased operation which have put the build time out until after the 2019/20 fiscal year.

Patrol Vehicles:

VEHICLE	DESCRIPTION	CURRENT ASSIGNED	CHANGED ASSIGNED	MILEAGE
223	2009 Ford Crown Vic	K-9 Vehicle (Inactive)	Surplus	111,417
226	2011 Ford Crown Vic	Patrol	Surplus	85,481
227	2013 Ford Taurus Interceptor	Patrol	Surplus	69,814
230	2014 Ford Explorer	Patrol	Surplus	117,899
231	2015 Ford Explorer	Supervisor	SRO	84,567
232	2016 Ford Explorer	Patrol		93,577
233	2019 Ford Explorer	Patrol	Supervisor	12,840

Service/Support Vehicles:

VEHICLE	DESCRIPTION	CURRENT ASSIGNED	CHANGED ASSIGNED	MILEAGE
224	2009 Ford Crown Vic	Chief	Training	102,244
225	2009 Ford Crown Vic	Volunteer/Training	Surplus	147,000
228	2013 Ford F-150 P/U	ACO		64,187
229	2013 Ford Fusion	TIDE/Training		73,458

Cost Detail: The information used to determine the cost of a new police patrol vehicle, including required after-market emergency equipment and taxes, is based upon current pricing for the (2) 2021 Ford Police Explorer Vehicle. Prior to actual purchase, the Department will confirm which vehicle manufacturer has been awarded the State contract for 2020/21, and compare prices with our local car dealerships.

Please note, the costs listed for fiscal years 2020/2021 through 2023/2024 incorporate a 2% cost increase per year.

In addition to the base cost and after-market emergency equipment, the Department would like to add to both new vehicles; one (1) Mobile Data Computer; and one (1) in-vehicle radar unit, for an estimated added cost of \$18,704.

Price Breakdown		
	Patrol	Patrol
Base	\$39,253.50	\$39,253.50
Outfitted	\$8,570.00	\$8,570.00
Installed	\$5,000.00	\$5,000.00
Computer	\$6,352.00	\$6,352.00
Radar	\$3,000.00	\$3,000.00
Striped	\$500.00	\$500.00
Total	\$62,675.50	\$62,675.50
Total for Both	\$125,351.00	

Priority Ranking 2

Annual Cost: FY 20/21 FY 21/22 FY 22/23 FY 23/24
 \$ 13,500 0 1,350 0

Name: **DRONES (2)**

Narrative: The Police Department would have (3) trained Officers, with two (2) drones.

We currently do not have drones. Drones are very helpful to Police Departments in assisting them in locating suspects, crime scene investigations, accidents, search and rescue, and to help support both the Fire Department and Public Works.

Cost Detail: One-time cost of \$13,500 with additional cost every two years of \$450 per pilot license.

Priority Ranking 3

Annual Cost: FY 20/21 FY 21/22 FY 22/23 FY 23/24
 \$ 9,120 \$585.99 \$585.99 \$585.99

Name: **SERVER UPGRADE & MIRGRATION**

Narrative: The Police Department's operating system is no longer supported by Microsoft.

We currently have servers that are still running Windows Server 2008. As of January 2020, this operating system is no longer supported by Microsoft, and is therefore subject to vulnerability.

Cost Detail: One-time cost of \$9,120 with a yearly cost of \$585.99

City Manager Note: After discussion with Computer Logistics who provides IT services for the City only replacement parts are necessary at a cost of \$3,000.

Priority Ranking 4

Annual Cost:	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
	\$ 13,000	0	0	0

Name: ***SPEED PLATE (13)***

Narrative: The Police Department would provide a Speed Plate to each of our thirteen (13) Officers.

Speed plates are the ultimate in lightweight armor protection against special threat rounds. Designed to be worn in the chest pocket of vests. Speed plates are ultra-thin and weigh only two pounds or less.

Cost Detail: One-time cost of \$13,000

City Manager Note: Each speed plate is not over \$5,000 and should not be included in Capital Replacement. Speed plates should be budgeted for within the regular City Budget and purchased this year to provide further safety to our officers.

Priority Ranking 5

Annual Cost:	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
	\$ 10,406	0	0	0

Name: ***PATROL RIFLES (6)***

Narrative: The Police Department would like to update our patrol rifles.

These six (6) new patrol rifles would be fully outfitted with all accessories. Our current Patrol rifles are 20 plus years old with outdated accessories. At this point our rifles are not serviceable.

Cost Detail: One-time cost of \$10,406

City Manager Note: Each patrol rifle is not over \$5,000 and should not be included in Capital Replacement. Patrol rifles should be budgeted for within the regular City Budget and purchased, as funding allows.

Priority Ranking 6

Annual Cost:	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
	\$ 2,390	995	995	995

Name: **SUSTEEN**

Narrative: The Police Department does not currently have mobile forensic tool.

Susteen is designed for rugged use in the field. It fits in the palm of your hand and has 5 powerful acquisition apps. This device can acquire contacts, call history, messages, images, calendar, files, app data, deleted data and more.

Cost Detail: One-time cost of \$2,390 with a yearly cost of \$995.

City Manager Note: The cost of a susteen is not over \$5,000 and should not be included in Capital Replacement. The susteen should be budgeted for within the regular City Budget and purchased, as funding allows.

TO: MAYOR AND CITY COUNCILMEMBERS

FROM: ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

I am pleased to submit the 2020/2021 Department of Public Works Capital Improvement Program (CIP). The CIP has proven to be a valuable tool to the City Council when establishing replacement and funding priorities. The Plan describes some recent Public Works accomplishments and recommended Public Works Capital Improvements for both near and long terms in narrative form.

In all, this document recommends ongoing "expenditures," "Near-Term" expenditures and "Long-Term" expenditures exceeding \$30 million dollars.

The cost estimates provided within this document have been adjusted by a 2.5% annual inflation factor utilizing 2010 as a base year. Any Capital Improvements not using 2010 as a base year are identified.

RESPONSIBILITIES:

The Public Works Department is responsible for the management, operations and maintenance of a number of municipal facilities and services. For organizational (and budgeting) purposes, the department segregates these responsibilities into Divisions; provided below:

1. Streets
2. Water
3. Sewer, Drainage & Wastewater Treatment Plant (WWTP)
4. Parks
5. Airport
6. Building Maintenance
7. Fleet Maintenance & Replacement Schedule

The Public Works Capital Improvement Program is presented individually by Division. Each Division includes a narrative describing duties as well as lists of Ongoing, Near-Term and Long-Term projects along with estimated Capital Improvement cost for replacement, reconstruction, or construction.

1. STREETS: (Budget Funds 3000, 3001)

The Public Works Department is responsible for maintaining the City's **41.23** miles of public streets.

While there are 7 Divisions discussed throughout this Plan, it's important to note that City budget allocations for street maintenance are costly and a primary concern of the City and its residents.

It's also useful to point out the costs associated with maintaining our street system. California Cities and Counties regularly deal with limited budgets that make it difficult and expensive to construct and maintain streets. Please consider the following illustration.

The effective life of pavement surfacing is based on several factors including substructure, traffic type and volume, pavement thickness, age of paving, etc. In general terms, if we assume the effective life of the average asphalt street is about 10 to 15 years, then to adequately maintain our streets, we should be providing maintenance/repairs on that schedule. Following that logic, 1/12th of our streets, or about 3.43 miles (18,141 feet) should be maintained or repaired each

year. Based on recent project costs, the cost to complete such a maintenance program schedule would require asphalt overlay budget commitment of about \$3.7 million per year. Our current street maintenance/project budget averages much less than that.

Senate Bill 1:

The Road Repair and Accountability Act of 2017 will allow the City to increase the amount of road projects in the City significantly. The City will receive approximately \$1.5 million dollars in tax revenues over a ten-year period of time (beginning in FY 2017/2018) for road maintenance/repair. The League of Cities provided "Local Streets and Roads" projected revenues (based on State Department of Finance statewide revenue projections) to the City of Corning each year. Allocation amounts are budgeted each fiscal year.

STREET PROJECTS:

1.a. ONGOING STREET OVERLAY & RECONSTRUCTION PROJECTS:

Major projects are contemplated in the future to accommodate development or to otherwise improve infrastructure conditions or operations. These projects have been included in previous Capital Improvement Plans, the General Plan, the Tehama County Regional Transportation Plan and/or the Development Impact Fee Infrastructure Plan. Before constructing, plans for these projects will be presented for Council consideration and action. These projects are presented as either Near-Term; those expected to occur within the next 5 to 10 years, or Long-Term; those expected beyond the 10-year projection.

1.b STREET REPAIR/MAINTENANCE EQUIPMENT:

Utility Trailer:

With the purchase of the new Ride On Roller it has been requested to purchase a new Utility Dump Trailer that is adequate in size and weight to haul the Ride On Roller. Currently when the roller is needed at a project site it is being hauled in a smaller trailer that is not adequate to haul the weight and other equipment, such as the parks mowers, are having to be unloaded to be able to use a trailer. It is requested to purchase a Utility Dump Trailer that can be used to haul the roller making utilization more efficient and effective and when not being used for the roller the Dump Trailer can be used to pick up leaves during the fall. The requested Budget is **\$15,000**.

1.c. NEAR-TERM CAPITAL IMPROVEMENT STREET PROJECTS:

These street improvement projects are scheduled for completion in the Near-Term (next 5-10 years):

Street Maintenance:

The street maintenance projects include chip sealing, microsurfacing, crack sealing and slurry sealing. The maintenance projects focus on roads in need of minor repairs with the intention of extending the life of the roadways, at a less significant cost, that are not beyond the point of minor repairs. The proposed street maintenance projects are not listed in any order, each project will be reviewed and prioritized prior to seeking Council approval.

Street Name/Location	Project Parameters	Estimated Cost
Colusa Street	Houghton Avenue to 3 rd Street	\$154,000
Toomes Avenue	Solano Street to Blackburn Avenue	\$154,000
2 nd Street	Solano Street to Fig Lane	\$180,000
Marguerite Avenue	Solano Street to Fig Lane	\$180,000
South Street	2 nd Street to Marguerite Avenue	\$154,000

The above streets were surveyed, and construction plans will be finalized for rehabilitation/maintenance by the close of FY 2019/2020. It is proposed to complete the construction portion of these projects in FY 2020/2021.

Street Repair/Reconstruction:

The street repair/reconstruction projects include either a grind and overlay or a full removal and reconstruction. The damage on these streets is beyond what can be repaired with typical maintenance. Street repairs/reconstruction is more costly resulting in a fewer number of projects being completed each fiscal year. The proposed street repair/reconstruction projects are not listed in any order, each project will be reviewed and prioritized prior to seeking Council approval.

Street Name/Location	Project Parameters	Estimated Cost
Hoag Street	Solano Street to Tehama Street	\$360,000
Tehama Street	Third Street to Houghton Ave	\$513,000
Almond Street	Peach Street to Marguerite Ave	\$385,000
Fig Street	Almond Street to Fig Lane	
Chicago Avenue	South Street to Fig Lane	\$308,000
El Verano	McLane Avenue to Divisidero Avenue	\$308,000
Divisidero Avenue	Fripp Avenue to El Paso Avenue	\$333,000
First Street	Solano Street to Fig Lane	\$462,000
McLane Avenue	McLane Circle to El Paso Avenue	\$360,000
Almond Street	Second Street through Prune Street	\$385,000
Loleta Avenue	Toomes Avenue to HWY 99W	\$282,000
Toomes Avenue	Fig Lane to south City Limits	\$769,000
Oren Avenue	Solano Street to Carona Avenue	\$513,000
Carona Avenue	Oren Avenue to Stonefox Subdivision	

Total Near-Term Capital Improvement Street Projects: \$5,815,000

1.d. LONG-TERM CAPITAL IMPROVEMENT STREET PROJECTS:

These projects are anticipated to occur in the long term-beyond the 10-year horizon.

Third Street Widening:

Third Street from the Northern City Limits to Solano Street is currently included in the Development Impact Fee Infrastructure Plan. The ultimate design for this street will likely require additional Right-of-Way (ROW) acquisition to obtain the proper road width for two traffic lanes with a continuous left turn pocket. Our estimate of this widening cost is about **\$512,500**.

Third Street-Solano Street Intersection Signalization Project:

This is one of nine signals included in the Development Impact Fee program. This will be a complicated signalization project due to the offset intersection and the adjacent railroad. The cost is estimated to be approximately **\$385,000**.

Highway 99-W Widening & Bridges from Solano Street to the South City Limits:

Highway 99-W is designated an "Arterial" street in the City's Circulation Element and the Highway 99-W Specific Plan. This project would include the widening of the roadway including the Jewett and Burch Creek bridges. This project is included in the Development Impact Fee Infrastructure Plan.

The street has a 100' wide Right-of-Way (ROW). In 2006, staff determined the cost to widen the street in accordance with the Highway 99-W Specific Plan was prohibitive, due largely to the cost to underground the overhead electrical lines. That cost was then \$300/linear foot. Staff presented a revised cross-section and conceptual design that avoided undergrounding the overhead electrical lines on the east side of the highway and shifted the centerline of the roadway seven feet west. The "shifting" of the centerline also reduces the cost of bridge widening as the widening will occur only on one side (west) of the structures.

In 2007, the City Council adopted the revised cross section for this important arterial street. The revised cross section includes three lanes; one in each direction with a median left turn lane as well as acceleration/deceleration lanes and street side parkways (planter strips).

Since these improvements are included in the Development Impact Fee (DIF) Program, the City is collecting Development Impact Fees that will ultimately fund the project. Developers who front the old highway will be credited for the frontage improvements they complete as part of their respective projects. The most recent estimated cost to complete the street and bridge widening is about **\$8.3 million**.

The phone lines located on the west side of the highway will have to be undergrounded as development occurs. Instead of completing that work as individual undergrounding projects, in 2007, staff sought and received Council support to collect fees and complete the undergrounding as one comprehensive project. Toward that end, undergrounding estimates were provided by AT&T. However, in 2011, we discovered the cost estimate was very low.

Fig Lane Extension and new Jewett Creek Bridge:

The City has long desired the extension of Fig Lane from Toomes Avenue to Houghton Avenue to provide another east-west collector street. The project is included in both the Circulation Element of the General Plan and the Development Impact Fee Infrastructure Plan. The City acquired the property through the Proposition 84 Park Grant that was awarded in 2013. The proposed street extensions and new bridge are estimated to cost about **\$1.95 million**.

Kirkwood Road/Fig Lane to south City Limits Relocation:

This project would shift the Fig Lane-Kirkwood Road intersection to the east so that Kirkwood Road will align with Second Street. Participation, both in terms of a real property exchange, and relocation of employee parking by Bell Carter Foods would be required. Estimated Cost: **\$205,000**

Colusa Street Extension:

This project would extend the unconstructed portion of Colusa Street between East Street and the isolated eastern segment. Estimated cost: **\$641,000**.

Signalization of Additional Intersections:

The Development Impact Fee Infrastructure Plan projects the need for nine additional signaled intersections within the City limits. The date those signals will be required is dependent on how much and where growth occurs, and what the proposed traffic warrants. Since the plan's adoption, two of the nine signalization projects have been completed: South Avenue at Old 99-W, and Solano at Marguerite.

Each signalized intersection is projected to cost approximately **\$385,000**. The remaining six intersections that will eventually need to be signalized are:

1. Oren Avenue at Solano Street (Hoag Rd.)
2. Marguerite Avenue at Blackburn Avenue
3. Third Street at Blackburn Avenue
4. Solano Street at Houghton Avenue
5. Fig Lane at Highway 99-W
6. Fig Lane at Marguerite Avenue

Total projected cost is **\$2,310,000**.

Total Long-Term Capital Improvement Street Projects: \$14,303,500

2. WATER: (Budget Funds 7100 & 7420)

The City owns, operates and maintains a municipal water system. The system pumps water from eight groundwater wells. In 2019 the City pumped over 701 million gallons of water for delivery to its customers and City use.

The current (2019/2020) annual budget for the Water division of the Public Works Department totals \$1,082,341. The Water Division operates as an Enterprise account, meaning the ratepayers fund the operation and maintenance of the system.

Those funds pay salaries, overtime and benefits for the Public Works staff, as well as materials for water repairs, vehicle and equipment costs, electricity costs to power the pumps and equipment, water testing and chlorination costs, annual permits required to operate the system, incidental expenses, and water system improvements. That total also includes an annual debt loan for previous water system improvements

The City also owns three other water wells that are currently inactive; two adjacent to the Petro truck stop and one at Houghton Avenue, near South Street. The City has investigated re-activating one of the Petro wells. The Petro wells were taken off-line due to groundwater contamination in the vicinity. It now appears that the contamination has diminished in terms of both area and concentration. Due to concerns for reoccurring contamination, well activation is not recommended. The study investigation files will remain on file at City Hall.

City wells are monitored continuously and are checked on a daily basis with cleaning and inspections occurring monthly. Water samples are taken weekly as per State standards at twelve approved water sample sites in different locations throughout the City. At least three samples are taken weekly and delivered to a State Certified Laboratory for testing. Every year raw water samples are taken at each well site and tested for mineral content and any source of possible contamination. What testing occurs is regulated by the State Drinking Water Dept. and varies annually.

The Public Works Department provides an annual Consumer Confidence Report (CCR) to each service customer. The report provides information about the City's Water system and summarizes water quality information as required by guidelines set by the State Department of Health Services, Division of Drinking Water. The annual reports can be found at the City Website: www.corning.org as well as the State Waterboard Website under the City of Corning.

The following are major projects that are contemplated in the future to accommodate development or to otherwise improve infrastructure conditions or operations. Some of these projects have been included in previous Capital Improvement Plans, and the Development Impact Fee Infrastructure Plan. Before constructing, plans for these projects will be presented for Council consideration and action. These projects are presented as either Near-Term; those expected to occur within the next 5 to 10 years, or Long-Term.

COMPLETED WATER PROJECTS:

Most recently, (within the current fiscal year) the City has made the following improvements to the municipal water system:

ONGOING WATER SYSTEM MAINTENANCE PROJECTS:

Water Meter Replacement Program:

In addition to the ongoing water system maintenance and repairs the City continues its water meter replacement program. Because the new "touch read" meters are more accurate than the older manual read meters. The proposed level of funding will replace about 125 meters annually. Recommended annual expenditure: **\$23,500.**

Fire Hydrant Replacement Program:

There are approximately 300 fire hydrants within the Corning City limits and many are in need of repairs due to normal wear and deterioration. Clow Wet Barrel fire hydrant plus valves are the Cities preferred hydrant and are estimated to be \$3,000 each. Recommended annual expenditure: **\$18,000**

2.a. NEAR-TERM CAPITAL IMPROVEMENT WATER PROJECTS:

These water system improvement projects (listed by well) are scheduled for completion in the Near-Term (next 5-10 years):

SCADA System:

Due to the age and the inability to obtain tech support for the current SCADA system, it is important to replace this system with a more reliable, updated version. The SCADA system is a very important tool in the security and information needed to maintain and monitor the City water system. This requires an entire system replacement which includes: the server, PLC's, radios, modem and software. Estimated cost: **\$40,000**

Well No. 002

PLC Replacement	Included in SCADA estimate
Pump House Cooling (AC)	\$12,500
Flow Meter Replacement	\$7,700
Replace Pump house	\$88,000
Install Backup Generator	\$205,000
Total	\$313,200

Well No. 003

Motor/Valve Controls Replacement	\$8,800
Total	\$8,800

Well No. 005

Flow Meter Replacement	\$7,700
PLC Replacement	Included in SCADA estimate
Replace Pump House	\$88,000
Total	\$95,700

Well No. 008

Pump House Cooling (AC)	\$12,300
Total	\$12,300

Well No. 009

Flow Meter Replacement	\$7,700
Total	\$7,700

Well No. 010

Flow Meter Replacement	\$7,700
PLC Replacement	Included in SCADA estimate
Pump House Cooling (AC)	\$12,300
Total	\$20,000

Total Near-Term Capital Improvement Water Projects: \$497,700

2.b. LONG-TERM WATER CAPITAL IMPROVEMENT PROJECTS:

A number of the City's long-term water projects are summarized in the Development Impact Fee Infrastructure Plan. Those projects include six new municipal water wells positioned throughout the City and the Sphere of Influence as growth occurs, with an average expected cost of up to **\$1,160,000** each for a total of **\$6,960,000**.

In addition to those well projects, that will occur as development demands, the following water system improvement projects are anticipated in the long-term. While these projects are included in the post10-year time horizon, changing conditions may warrant earlier delivery.

Well No. 001

Flow Meter Replacement	\$6,200
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Pump House Cooling (AC)	\$12,300
PLC Replacement	Included in SCADA estimate
Replace pump house	\$82,200
Total	\$100,700

Well No. 003

PLC Replacement	Included in SCADA estimate
Replace Pump House	\$89,000
Total	\$89,000

Well No. 005

Water Lube Retrofit	\$22,600
Total	\$22,600

Well No. 008

Replace Pump House	\$88,000
Install Backup Generator	\$205,000
Total	\$293,000

Well No. 009

Water Lube Retrofit	\$25,600
Pump House Cooling (AC)	\$15,400
PLC Replacement	Included in SCADA estimate
Total	\$41,000

Well No. 010

HMI Replacement	\$7,200
Water Lube Replacement	\$25,600
Total	\$32,800

Well No. 019

PLC Replacement	Included in SCADA estimate
Total	

Total Long-Term Capital Improvement Water Projects: \$7,539,100

3. SEWER, DRAINAGE & WASTEWATER TREATMENT PLANT: (Budget Funds 5000, 5200 & 5250)

The City owns, operates and maintains both municipal sanitary sewer and storm sewer (drainage) systems. The sanitary sewer system collects sewage effluent in underground sewer pipes and delivers it for treatment at the City's Wastewater Treatment Plant (WWTP), located on a 46-acre site located about 4 miles east of the City on Gardiner Ferry Road. Note that the site is also utilized by Bell Carter Foods for their separate treatment facilities.

At the WWTP, the effluent is treated, dewatered and air dried. The dried residuals are disposed of at an out of County landfill facility located near Marysville. The treated liquids are discharged to the Sacramento River, just downstream of Woodson Bridge, from an outfall fixture the City shares with Bell Carter Foods treatment facility. In 2015 we renewed our Waste Discharge Permit for the outfall; as did Bell Carter Foods. Our permit will expire in July 2021. Those permits are issued and closely monitored by the State Regional Water Quality Control Board.

The storm sewer system collects runoff from throughout the City and delivers it via above and below ground facilities to the three primary drainages that affect Corning; Blackburn Moon Drain, Jewett Creek and Burch Creek. The City does not currently treat storm runoff prior to discharging

into those streams. Note that some larger communities are required to pre-treat those waters before discharging as part of their overall Waste Discharge Permits.

Ongoing Sewer, WWTP and Storm Sewer System Maintenance Projects:

The 2019/2020 budget for the sewer system, including the Wastewater Treatment Plant, collection system, and improvements are \$1,870,268. The Sewer Division operates as an Enterprise fund, meaning the ratepayers fund the operation and maintenance of the system.

The total budget funds salaries, benefits, supplies, tools, electricity, pre-treatment program, vehicle operations and maintenance, electricity, sewer line replacement, and WWTP operations under contract. There is also the annual sewer debt service payment for prior Sewer Capital Improvements.

Each year the storm drain lines are cleaned by contract with Inframark. California Department of Forestry and Fire Protection (Cal Fire) inmates from Salt Creek Camp clean the creek drainage channels in the City every year. Employees from Public Works clean the remaining drainage courses.

To assure that our facility is properly maintained and updated, we typically budget \$75,000/year for Capital Improvements/repairs at the WWTP.

NEAR-TERM SEWER, DRAINAGE & WWTP CAPITAL IMPROVEMENT PROJECTS:

Repair deteriorating asphalt in the EQ Basin	TBD
Replace roof and soffits for WWTP office and shop	\$60,000
Paint chemical room and doors @ WWTP	\$5,200
Paint all metal parts on Secondary Clarifier @ WWTP	\$6,700
Future improvements to sewer lift station.	\$12,600
Televiser Sewer Lines every eight years.	\$52,000
Connect Marguerite Ave. and 1 st Street w/10" sewer line on Blackburn Ave.	\$260,000
Total	\$396,500

LONG-TERM SEWER, DRAINAGE & WWTP CAPITAL IMPROVEMENT PROJECTS:

Southeast drainage study	\$52,000
Edith Ave./Hwy. 99-W Storm drain	\$333,000
Highway 99-W Drainage Engineering	\$36,000
Extend Sewer main line on South Ave from Houghton Avenue to 99-W	\$512,500
Extend Sewer main line from South Avenue north on Toomes to Loleta	\$933,000
Extend Sewer main line on Toomes Ave from Loleta Avenue to Fig Lane.	\$307,500
Extend Sewer main line on Marguerite Avenue to the Airport w/lift Station.	\$333,000
Extend Sewer main line on Marguerite Avenue, Chestnut to Fig Lane.	\$102,500
Total	\$2,609,500

Multi-Jurisdictional Hazard Mitigation Plan; 2017 Plan Update:

During 2017, Tehama County Public Works teamed up with the Cities of Corning, Red Bluff and Tehama to perform a 5-year plan update. Within the Plan, areas are listed throughout the City identified for flood mitigation measures. The below listed storm drain improvements are provided from the Hazard Mitigation Plan.

1. Construct storm drain improvements on Toomes Avenue between Blackburn Avenue to Jewett Creek.

2. Construct storm drain improvements on Edith Avenue from Blackburn Avenue to Jewett Creek.
3. Construct storm drain improvements to reduce localized flooding on Fig Lane & Chicago between the RR tracks and West Street.
4. Upgrade/Reconstruct portions of storm drain system to include Blackburn and Third Street culverts.
5. Conduct a study of solution options and regulatory studies for increasing drain capacity under the RR bridges at Burch Creek & Jewett Creek
6. Conduct a feasibility study to mitigate drainage and flood hazards through development/construction of a retention basin.
7. Upgrade/replace or construct new drainage infrastructure for undersized dry wells across the City.
8. Develop a hazard tree replacement and care program.
9. Develop alternative sources/additional wells for water supply for residents.
10. Continue to enforce the Burning Regulations and Weed Abatement Program.
11. Upgrade City Council Chambers electrical and communications systems to accommodate an Emergency Response Center (EOC)

The City would be eligible to apply for the Pre-Disaster Mitigation Grant Program (PDM) to mitigate these local areas of flooding concerns. FEMA solicits for grant applications annually, traditionally in July. The costs associated with these improvements are unknown at this time.

4. PARKS: (Budget Fund 6100)

The City owns and maintains nine separate park properties totaling 36.67 acres. The parks provide an assortment of recreational, open space, picnic and leisure facilities, including tennis and basketball courts, softball and baseball fields, a swimming pool, playground equipment, a rodeo arena, a skateboard/bike park and two soccer fields.

The City's parks and their respective acreages are:

Clark Park	10 acres
Yost Park	2.57 acres
Northside Park	2.46 acres
Woodson Park	2.06 acres
Flournoy Park and Senior Center	0.70 acres
Martini Plaza	0.16 acres
Children's Park	0.16 acres
Corning Community Park	8.52 acres
Lennox Fields	10.04 acres

The latest projection from the California Department of Finance (DoF) Demographics Division estimated our population at 7,660 on January 1, 2016. Recreation Planners regularly describe the relationship between parkland to citizens in terms of acres per thousand residents. Here in Corning, that current ratio (acreage/population/1000) is about 5.25 acres/1000 residents.

In the Development Impact Fee (DIF) Infrastructure Plan, the City adopted an objective of 5 acres/1000 residents. To accomplish this, the City collects Development Impact Fees on new residences and businesses that will fund parkland property acquisition and development and fund the development of a Community Center facility.

The City of Corning's pool is located at Northside Park. The facility houses two swimming pools.

4.a PARK REPAIR/MAINTENANCE EQUIPMENT:

Ride on Lawn Mower:

A new Ride on Lawn Mower is proposed to be purchased to replace the existing John Deere Lawn Mower that was purchased in 2008. The maintenance costs for the existing mower are significantly increasing due to the age of mower. The requested Budget is **\$24,000**

PROJECTS:

4.b. NEAR-TERM PARKS CAPITAL IMPROVEMENT PROJECTS:

Demo/Replace Restrooms at Woodson Park	\$169,000
Replace playground equipment in Edith Park	\$41,000
Install playground equipment in Clark Park	\$41,000
Reconstruct tennis courts at North side Park	\$38,000
Repave and stripe parking lot at Clark Park	\$94,000
Replace picnic tables at Woodson Park	\$25,600
Refurbish restrooms at Yost Park	\$50,200
New lighting for Clark Park Little League field	\$462,000
New lighting for Yost Park ball field	\$236,000
Replace playground equipment at North side Park	\$41,000

Total Near-Term Parks Capital Improvement Projects: \$1,197,800

4.c. LONG-TERM PARKS CAPITAL IMPROVEMENT PROJECTS:

Clark Park Expansion:

Expansion of Clark Park could be accomplished through the purchase of the ten acres of bare ground located immediately east of the Park. This would double the size of Clark Park. Should this property be purchased it would allow for the construction of additional playing fields that could include a soccer field and a field for Youth Football practice and games. A Corning Junior Rodeo Association member has suggested that should this happen, they could move the rodeo arena to the far east corner of the property and away from the athletic fields. This would require help from the Public Works Department to help them relocate. Property costs have varied considerably over the last few years. Estimated purchase cost is between **\$300,000-\$600,000**.

Total Long-Term Parks Capital Improvement Projects: \$600,000

5. AIRPORT: (Budget Fund 3500)

The City owns and operates Corning Municipal Airport.

Ongoing building and grounds maintenance:

The proposed budget for the Airport is **\$22,500**.

Airport Master Plan:

The overall plan for the Corning Municipal Airport is detailed in the Airport Master Plan that was last updated in 2010. A significant amount of the proposed projects as shown in the Airport Master Plan have been completed. It may be proposed in the near-term that the airport consultant review the master plan and update accordingly.

5.a. NEAR-TERM AIRPORT CAPITAL IMPROVEMENT PROJECTS:

Annually the City of Corning submits upcoming projects to the FAA as part of the Airport Capital Improvement Plan (ACIP) for Federal funding. The City of Corning receives \$150,000 in entitlement funds annually to complete Capital Improvement Projects.

Runway Marking and Pavement Maintenance and Rehabilitation Project.

This project would repair the existing cracking in the runway and aprons, replace the markings on the runway and apron and reconstruction the shoulders to prevent erosion. The estimate to complete this work is **\$580,000**.

Airport Security Fencing Project:

It is proposed to construct a security fence along the Blackburn, Marguerite and Neva Avenue frontages of the airport. **The plans and specifications for the proposed Airport Security Fencing Project have been completed and the project is currently out for construction bids.** It is anticipated this project will be completed in the FY 2019/2020. A grant application for entitlement funds has been applied for and preliminarily approved. The cost estimate for this project (including engineering costs) is **\$182,000**. It is anticipated that the City will only be responsible for their match of 5%.

Total Near-Term Airport Capital Improvement Projects: \$762,000

5.b. LONG-TERM AIRPORT CAPITAL IMPROVEMENT PROJECTS:

The current Airport Improvement Plan envisions development of a small industrial park around the south and east sides of the new apron. That development is hampered by the absence of sewer and water services. Extending those services will be expensive, particularly for the sewer line, which will require a lift station. Recommended cost estimate; **\$512,500**.

6. BUILDING MAINTENANCE: (Various Budget Funds)

Building Maintenance provides for Capital Improvement and significant repairs to City buildings. These buildings are City Hall, Police Department, Fire Department, Corporation Yard, Senior Center, Transportation Center, Blackburn House, Airport Buildings and Library. The formal bid process is utilized for all Capital Improvement Projects.

The City recently completed an ADA Site Accessibility Evaluation of all City Buildings. City Staff is currently reviewing the provided evaluation and will prioritize ADA accessibility improvements at each of the City owned buildings. City Staff is anticipated to make the smaller improvements, but larger projects will be considered Capital Projects. Recommended annual expenditure: **\$25,000**.

6.a. NEAR-TERM BUILDING MAINTENANCE AND EXPANSION:

The following projects are recommended for completion in the Near-Term; i.e. the next 10 years.

Install new electrical service panels for City Hall	\$15,500
Total of Near-Term Building Maintenance/Improvements	\$15,500

6.b. LONG-TERM BUILDING MAINTENANCE AND EXPANSION CAPITAL IMPROVEMENT COSTS:

Building/Facility Expansion:

As the City grows, there will be a need for additional personnel, equipment and office space to serve the citizens of the City. The floor space of the current buildings is limited. Additional building and office area will need to be provided.

The City Development Impact Fee (DIF) Program collects fees to provide for the needs of expanded water, sewer, parks and transportation facilities to accommodate the City's growth.

However, the program does not account for expanded office needs at City Hall, or for the expansion of the Police or Fire Departments. There have been some preliminary discussions about relocating the Police Department to another building.

642 Blackburn Avenue (APN: 075-080-29):

The property is currently improved with a single-family dwelling that is used as a rental home. In past years, Staff discussed the idea of relocating the Public Works Corporation Yard to this location. The idea has recently been tabled due to the close proximity of the High School which could present inconvenient accessibility issues during school hours/days.

The following projects are recommended for completion under Long-Term Building Maintenance/Improvements.

Relocation of Police Department	\$1,025,000
Relocation of Corporation Yard	\$1,025,000
Total of Long-Term Building Maintenance/Improvements	\$2,050,000

7. FLEET MAINTENANCE:

Public Works Vehicle Replacement:

As they age and deteriorate, all vehicles and equipment must be replaced. This report will address only the replacement of Public Works vehicles and equipment. Other Department vehicles will be addressed in their Department CIP's. Please refer to the Capital Improvement Equipment Replacement Spreadsheet (Exhibit A). The spreadsheet is a replacement schedule that shows the current inventory of Public Works vehicles and motorized equipment and the respective replacement costs. Vehicles requested to be replaced in each fiscal year are highlighted in yellow. To address inflation, the replacement costs are incrementally increased based on the Consumer Price Index for the Urban West. These are the amounts the City should allocate to achieve replacement.

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
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FIRE DEPARTMENT

Item Identification	Per MS 05/03/17 Antique; Does not need to be replaced									
1914 Brock Away Engine 5 1960 1 ton pick up with pump	Unknown	1960								
Engine 14	1997	23,750	20	8	500,000	15,000	620,123	300,000	84,331	66,974
Engine 12	2017	6,171	20	19	496,597	10,000	866,470	24,830	64,500	64,500
Engine 9 1997 Brush Truck	1997	12,200	20	8	160,000	0	203,239	96,000	42,446	20,099
Squad 7	2020	2,200	20	20	107,154	1,500	193,362	0	0	9,668
Truck 1	1995	86,000	20	0	80,000	1,500	78,500	80,000	0	78,500
Heat Sensor aka Thermal Imaging Camera to ID hotspots	2018		15	14	7,500	0	11,399	500	783	758
Standby Generator	2002		20	4	30,000	200	33,612	24,000	13,788	4,956
Jaws of Life	2018		20	17	30,000	0	49,875	4,500	5,487	2,611
Ladder Truck #3	2000/2005	55,200	20	14	550,000	10,000	825,922	165,000	109,722	51,157
911 System	2005		funded through an allocation from State/Feds. It does not				0	0	0	0
Self Cont Breathe Aparatus	2008		20	20	126,000	0	229,134	0	0	11,457
Radio Positron	2017		15	13	39,898	0	58,853	5,320	8,199	3,896
Eng. 14 LED Light Conversion			8	1	13,000	0	13,395	11,375	0	13,395
Truck 3 LED Light Conversion			14	1	12,000	0	12,364	11,143	0	12,364
Subtotal								722,667	329,256	
FY 2020/2021 CIP Expense										340,336

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
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EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement		
								Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
POLICE DEPARTMENT Vehicles										
Vehicle 223- K-9	2009 Ford Crown Vic	111,417	125,000	0	47,000	2,200	44,800	47,000	46,227	-1,427
Vehicle 224-Chief	2009 Ford Crown Vic	102,568	125,000	2	47,000	2,200	47,696	39,101	25,004	11,346
Vehicle 225-Patrol	2009 Ford Crown Vic	147,000	125,000	1	72,000	2,200	71,985	65,950	9,500	62,486
Vehicle 226- Patrol	2011 Ford Crown Vic*	85,751	125,000	0	72,000	2,200	69,800	72,000	40,982	28,818
Vehicle 227- Patrol	2013 Ford Taurus Interceptor	67,191	125,000	0	72,000	5,000	67,000	72,000	24,126	42,874
Vehicle 228- ACO	2013 Ford F-150 P/U	65,343	125,000	6	50,000	2,200	57,625	24,790	14,638	7,165
Vehicle 229- Admin	2013 Ford Fusion	73,458	125,000	5	47,000	2,200	52,379	27,252	15,884	7,299
Vehicle 230- Patrol	2014 Ford Explorer	117,899	125,000	0	72,000	2,200	69,800	72,000	38,381	31,419
Vehicle 231- Supervisors	2015 Ford Explorer	90,125	125,000	3	72,000	2,200	76,557	53,849	28,081	16,159
Vehicle 232- Patrol	2016 Ford Explorer	94,724	125,000	2	72,000	2,200	74,237	59,899	21,952	26,143
Vehicle 233- Patrol	2019 Ford Explorer	13,563	125,000	8	55,000	2,200	67,663	18,025	6,412	7,656

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement		
								Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
EQUIPMENT										
Radar Trailer	2017		20	18	7,250	1,500	10,919	725	1,148	543
Grant-funded										
T-1 Router/Rack										
SBC Positron 911 System										
(retire when radio cards are purchased)										
2018 N/A			15	13	67,100	1,000	97,978	8,947	13,656	6,486
Computer Server	2017		5	2	15,000	0	15,924	9,000	15,378	273
Grant-funded										
MDT Server	2014						0			0
In vehicle Radar Equipment	2018		10	9	6,000	0	7,853	600	809	783
2 Drones			5	1	13,500	0	13,910	10,800	0	13,910
License Plate Reader	2018		10	9	15,000	0	19,632	1,500	1,875	1,973
6 Dell Tough Book Laptops			5	1	36,000	0	37,093	28,800	0	37,093
Subtotal							583,437	304,053		
FY 2020/2021 CIP Expense										300,998

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
PUBLIC WORKS										
Sullair Compressor	unknown		17	1	30,000	3,500	27,411	28,235	21,586	5,825
Paving Trailer	unknown		17	1	15,000	1,200	14,255	14,118	14,255	0
Puckett Bros. Paving Machine	unknown		17	2	will not replace	30,000	0	0	0	0
John Deere 444G6- Loader	1996		15	0	100,000	5,000	95,000	100,000	95,000	0
Target Concrete Saw	unknown		10	1	9,500	0	9,788	8,550	7,667	2,121

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)		
								Actual Reserves	Actual Replacement Reserves	Annual Contribution
1998 CHE Model 2909-T 6"	1998		15	10	50,000	5,000	62,426	16,667	17,313	4,511
Portable Trash Pump	2002		25	7	35,000	15,000	28,149	25,200	14,182	1,995
PD Backup Generator	2013		10	7	11,000	0	13,561	3,300	4,300	1,323
Water Trailer	1995		20	0	9,548	0	9,548	9,548	9,548	0
F250 #5 Utility Bed	2016		20	16	5,635	0	9,092	1,127	1,520	473
F350 # 16 Utility Bed										

Item Identification	Required Replacement Reserves										
	Acquisition Date		Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Reserves (using straight line method)	Actual Replacement Reserves	Annual Contribution
VEHICLE & EQUIPMENT:											
2002 Ford F150 #1		2002 Broken		20	2	40,000	1,500	40,965	36,000	27,197	6,884
1995 Ford F150- #2		1995	68,044	15	1	40,000	1,500	39,714	37,333	38,534	1,181
2008 Ford Ranger #3		2008	64,774	20	6	25,000	1,500	28,413	17,500	5,603	3,802
2008 Ford Ranger #4		2008	94,870	15	5	25,000	1,500	27,532	16,667	16,095	2,287
2019 Ford F350 #5		2019	4,291	20	19	60,282	1,500	104,895	3,014	0	5,521
2001 Ford F350 #6		2001	72,091	20	1	60,282	1,500	60,612	57,268	55,913	4,699

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement		
								Reserves (using straight line method)	Actual Reserves	Annual Reserves Contribution
Case 580M Backhoe	2006	4,292	20	6	107,326	20,000	108,416	75,128	26,565	7,190
2004 S40 Genie Boomlift	2004	2,302	10	2	16,939	2,000	15,983	13,551	8,458	2,762
2012 Grasshopper Mower	2012	1,497	8	0	30,389	2,000	28,389	30,389	25,389	0
2008 John Deere 460										
Tractor	2008	1,641	10	1	30,000	1,500	29,411	27,000	18,523	10,888
Skip Loader	2019	68	20	19	80,347	1,500	140,309	4,017	4,017	7,173
Subtotal							774,560	646,758		102,253
FY 2020/2021 CIP Expense										
GENERAL City										
City Server	2019	N/A	5	4	15,000	0	16,906	3,000	0	4,226
Subtotal								3,000	0	
FY 2020/2021 CIP Expense										
Grand Total								2,083,665	1,280,066	747,813