



**SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, AUGUST 24, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

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

A. CALL TO ORDER: 5:30 p.m.

B. ROLL CALL:

Council:

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

Mayor:

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. Conference with Real Property Negotiations pursuant to Government Code § 54956.8

Property: APN: 071-126-006

Agency Negotiator: Kristina Miller, City Manager

Under Negotiation: Code Enforcement Abatement and Assessment or Receivership.

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



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, AUGUST 24, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PLEDGE OF ALLEGIANCE: Led by the City Manager

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. **September 2021 as Suicide Prevention Month.** Tehama County Health Educator Avery Viche will be present to accept the Proclamation.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

G. CONSENT AGENDA:

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 of August 10, 2021 City Council Meeting with any necessary corrections.
4. August 18, 2021 Claim Warrant in the amount of \$454,622.04.
5. August 18, 2021 Business License Report.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

6. Adopt revised Resolution 06-08-2021-01 for the submittal of a State Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act Grant Application for Utility Payment Assistance.
7. Authorize Payment for Invoice 21-216745-01 in the amount of \$22,109.80 under Task Order "B" to Armstrong Consultants, Inc. for work associated with the Airport Master Plan.
8. Authorize the Public Works Department to surplus and sell the old Loader through BIDCAL.
9. Approve Agreement between the City and Corning Union High School District for School Resource Officer Services.
10. Adopt Resolution 08-24-2021-01 declaring a State One (1) Drought Condition in the City Of Corning.
11. Approve waiver of recreational use fees for a Co-Ed Softball Tournament Fundraiser to benefit Corning High School Cheerleaders.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

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

Demo:

Burnett:

Hargens:

Valerio

Snow:

N. ADJOURNMENT!:

POSTED: FRIDAY, AUGUST 20, 2021

**PROCLAMATION
SEPTEMBER 2021
SUICIDE PREVENTION MONTH**

WHEREAS the month of September 2021 is National Suicide Prevention Month, a time in which individuals, organizations, and communities around the County join their voices to amplify the message that suicide can be prevented; and

WHEREAS the past year has presented our communities with challenges and led to transitions that, expected or unexpected, welcomed or not, can be unsettling, disorienting, and stressful.

WHEREAS the pandemic has changed our fabric of life, and major life changes are environmental risk factors for suicide.

WHEREAS knowing the signs of suicide, finding the words to communicate with someone they are concerned about, and reaching out to local resources, we know that connecting, working with, and supporting one another can help prepare us for the future.

WHEREAS all Californians are urged to play a role in suicide prevention and promote mental health and wellness as we strive towards zero suicides.

WHEREAS September is recognized across the United States as Suicide Prevention Month which provides the opportunity to educate our community about the warning signs for suicide, how to reach out to those experiencing an emotional crisis and assist them to connect to available resources.

NOW, THEREFORE I, ROBERT SNOW, AS MAYOR OF THE CITY OF CORNING DO HEREBY PROCLAIM, SEPTEMBER 2021 AS "SUICIDE PREVENTION MONTH" IN THE CITY OF CORNING.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Corning to be affixed this 24th day of August 2021

**ROBERT SNOW
MAYOR**

**LISA M. LINNET,
CITY CLERK**



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, AUGUST 10, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

B. ROLL CALL:

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

All members of the City Council were present except Councilor Demo.

C. PLEDGE OF ALLEGIANCE: Led by Mayor Snow.

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: None

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR: None

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

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve the Minutes of the July 27, 2021 Regular City Council Meeting with any necessary corrections:
3. August 4, 2021 Claim Warrant in the amount of \$865,637.30.
4. August 4, 2021 Business License Report.
5. July 2021 Wages & Salaries: \$568,251.70.
6. July 2021 Treasurer's Report.
7. July 2021 Building Permit Valuation Report in the amount of \$976,458.
8. July 2021 City of Corning Wastewater Operations Summary Report.

Councilor Valerio moved to approve Consent Items 1-8; Councilor Burnett seconded the motion. **Ayes:** Snow, Burnett, Valerio, and Hargens. **Absent:** Demo. **Opposed/Abstain:** None. Motion was approved by a 4-0 vote.

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None

I. PUBLIC HEARINGS AND MEETINGS: None

J. REGULAR AGENDA:

9. Request City Council direction on the request for a Temporary Occupancy Permit for 3070 Highway 99W.

Lisa Linnet on behalf of City Manager Kristina Miller presented this item. City Attorney Collin Bogener explained that because no City Building Permit has been issued, Council has no authority at this time to issue a Temporary Occupancy Permit.

Applicant's representative stated that Plans were submitted, and applicant is awaiting the fees so that they can be paid. They were informed that they must complete and submit the permit application so that the fees can be assessed.

Mayor Snow made the motion to deny the issuance of a Temporary Permit until a Building Permit has been obtained and all ADA and interior improvements are completed and approved. Councilor Burnett seconded the motion. **Ayes: Snow, Burnett, Valerio, and Hargens. Absent: Demo. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Demo absent.**

10. Authorize payment of financed CalPERS Side Fund debt loan in the amount of \$650,162.67

Presented by City Clerk Lisa Linnet on behalf of City Manager Kristina Miller.

Councilor Burnett stated that if the City can save money, and the City Manager feels that the City is in a good financial position to pay this now, she supports doing so. Mayor Snow stated his concerns in relation to costs associated with possible upcoming needed street improvements. He stated that these payments are already budgeted and by not paying the loan early, it allows the City to maintain funds on hand should they be needed. He does not support this paying the loan early. Councilor Hargens stated that paying it early would provide a savings to the City, however there is a risk of unforeseen needs. Councilor Valerio stated his support of paying the loan in full now.

Councilor Valerio moved to approve the appropriation of \$650,162.67 from the City's General Fund Reserves and authorize payment of the City's Public Finance Revenue – Pension Obligation Bond (PERS Sidefund Loan) in the amount of \$650,162.67. Councilor Hargens seconded the motion **Ayes: Burnett, Valerio, and Hargens. Opposed: Snow. Absent/Abstain: Demo. Motion was approved by a 3-1 vote with Snow opposing and Demo absent.**

11. Discussion and possible action regarding Food Truck Event locations.

Planner 1/Recreation Coordinator Christina Meeds presented this item. Mayor Snow stated that he thinks it should remain where it is currently through this year, and possibly consider moving the event next season for a full season. Councilor Valerio said he likes it where it is. Councilor Hargens stated possibly move it to a Park for the shade during the hot part of the year. Councilor Burnett stated possibly have it in the Spring/Fall on Solano St. but consider moving to a park in the hotter months. Direction to Council was to leave the location where it is for the rest of this season and revisit at a later date for location of event next season.

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None.

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

Demo: Absent

Burnett: Meeting was cancelled.

Hargens: None

Valerio: None

Snow: None

N. ADJOURNMENT!: 6:55 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: August 18, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday August 24, 2021 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 08-18-21	\$	374,135.14
B.	Payroll Disbursements	Ending 08-11-21	\$	80,486.90

GRAND TOTAL \$ 454,622.04

REPORT.: Aug 18 21 Wednesday
 RUN....: Aug 18 21 Time: 16:01
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-21 thru 08-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031581	08/05/21	WEB02	WEBSTER, WAYNE C.	150.00	210805	REC INSTRUCTOR-REC
031582	08/05/21	FRE04	FREEDOM FOREVER	432.55	08052021	REFUND ISSUED-BLD & SAFETY
031583	08/05/21	GAB00	GABBARD, BRYAN	210.00	210805	REC INSTRUCTOR-REC
031584	08/06/21	TEH08	COUNTY OF TEHAMA	100.00	210806	ProfServices
031585	08/09/21	CAR18	CARTER, EMMA CLAIRE	380.00	210809	REC INSTRUCTOR-REC
031586	08/09/21	HUM00	HUMPHREY, DEZIREY	195.00	210809	ISSUING REFUND-POOL PARTY
031587	08/09/21	MEJ00	MEJIA, LUISA	100.00	210809	ISSUING REFUND-POOL PARTY
031588	08/09/21	MEN06	MENDOZA, SONYA	100.00	210809	ISSUING REFUND-POOL PARTY
031589	08/09/21	WES20	WEST COAST ARBORISTS, INC	40740.00	173381	TREE PRUNING-STR
031590	08/09/21	WRE00	WREN, LE	100.00	210809	ISSUING REFUND-POOL PARTY
031591	08/10/21	GAB00	GABBARD, BRYAN	52.50	210809	REC INSTRUCTOR-REC
031592	08/11/21	CSP00	CSFEWBC-VFLSA	2100.00	2021-158	FIRE SERVICE AWARDS-FIRE
031593	08/11/21	CYR00	CYRACOM, LLC	25.00	1361200	COMMUNICATIONS-DISPATCH
031594	08/11/21	FLE02	FLEMING, JOHN E.	1956.00	210810	PROF SVCS-BLD & SAFETY
031595	08/11/21	LNC01	LN CURTIS & SONS	330.07	INV514330	EQUIP REPLAC-FIRE CAP REPLAC
031596	08/11/21	MIL11	MILL CREEK VETERINARY	70.00	135218	PERAL CAT PROGRAM-ACO
031597	08/11/21	PET03	PETTY CASH	204.48	210811	PETTY CASH-
031598	08/11/21	PGE05	PG&E	1370.96	210803	FIRE-ELECT & GAS
031599	08/11/21	QUI02	QUILL CORPORATION	597.32	18580674	OFFICE SUPPLIES-FINANCE
031600	08/11/21	SCH01	LES SCHWAB TIRE CENTER	65.00	00397468	VEH OP/MAINT-POLICE
				287.45	00398204	VEH OP/MAINT-POLICE
			Check Total.....:	352.45		
031601	08/12/21	ARA02	ARAMARK UNIFORM SERVICES	90.76	000165120	MAT & SUPPLIES-BLD MAINT
				90.76	000170263	MAT & SUPPLIES-BLD MAINT
				90.76	000175781	MAT & SUPPLIES-BLD MAINT
				90.76	000180926	MAT & SUPPLIES-BLD MAINT
			Check Total.....:	363.04		
031602	08/12/21	BAS01	BASIC LABORATORY, INC	162.40	2107685	ProfServices Water Dept
031603	08/12/21	BDI00	BDI	47.00	950200607	MAT & SUPPLIES-
031604	08/12/21	CAR12	CARREL'S OFFICE SOLUTIONS	15.45	AR37388	MAT & SUPPLIES-LIBRARY
031605	08/12/21	DEP03	DEPT OF TRANS/CAL TRANS	334.56	SL220091	Equip.Maint. St&Trf Light
031606	08/12/21	INF00	INFRAMARK, LLC	63031.78	66172	PROF SVCS-
031607	08/12/21	KNI00	KNIFE RIVER CONSTRUCTION	620.15	256062	A/C CITYWIDE-STR
031608	08/12/21	PGE01	PG&E	466.78	210803	ELECT-
				1000.25	210805	ELECT-
			Check Total.....:	1467.03		
031609	08/12/21	PGE04	PG&E	294.03	210804	TranspFacility-
031610	08/12/21	QUI02	QUILL CORPORATION	43.09	18436133	OFFICE SUPPLIES-FIRE
031611	08/12/21	ROJ00	ROJAS, IVAN	90.00	210714	REC INSTRUCTOR-REC
				180.00	210804	REC INSTRUCTOR-REC
				45.00	210811	REC INSTRUCTOR-REC
			Check Total.....:	315.00		
031612	08/12/21	SCP00	SCP DISTRIBUTORS LLC	1308.27	SN064869	MAT & SUPPLIES-WTR
				-330.00	SN065134C	MAT & SUPPLIES-WTR
			Check Total.....:	978.27		
031613	08/12/21	SON03	SONSRAY MACHINERY, LLC	172818.96	E00178-06	VEHICLE/REPLACE-STR
				311.03	P15907-06	EQUIP MAINT-
				428.89	P15908-06	EQUIP MAINT-
			Check Total.....:	173558.88		
031614	08/12/21	UND01	UNDERGROUND SERVICE ALERT	252.51	21DIG1137	USA SERV ALERTS-STR
031615	08/13/21	BAR05	BARRIGA, LONDON	250.00	LGCLASS09	LGRD CERT & TEST-POOL
031616	08/13/21	BAR06	BARRIGA, LOGAN	250.00	LGCLASS07	LGRD CERT & TEST-POOL

REPORT.: Aug 18 21 Wednesday
 RUN....: Aug 18 21 Time: 16:01
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-21 thru 08-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031617	08/13/21	COL04	COLEMAN, RYAN	250.00	LGCLASS10	LGRD CERT & TEST-POOL
031618	08/13/21	HEN05	HENDERSON, OLIVIA	250.00	LGCLASS02	LGRD CERT & TEST-POOL
031619	08/13/21	LON02	LONG, BRADY	250.00	LGCLASS03	LGRD CERT & TEST-POOL
031620	08/13/21	LUN01	LUNA, GANNON	250.00	LGCLASS08	LGRD CERT & TEST-POOL
031621	08/13/21	MIL15	MILLER JR, MICHAEL	250.00	LGCLASS11	LGRD CERT & TEST-POOL
031622	08/13/21	PET07	PETERSON, CORA	250.00	LGCLASS06	LGRD CERT & TEST-POOL
031623	08/13/21	RAM04	RAMIREZ, HECTOR	250.00	LGCLASS01	LGRD CERT & TEST-POOL
031624	08/13/21	RAM05	RAMEY, DANNIKA	250.00	LGCLASS04	LGRD CERT & TEST-POOL
031625	08/13/21	SLY00	SLYE, AUTUMN	250.00	LGCLASS05	LGRD CERT & TEST-POOL
031626	08/13/21	VER02	VERIZON WIRELESS	228.06	642178132	PROP 30-MDC
031627	08/16/21	ACI01	ACI SPECIALTY BENEFITS	336.96	AC1124-IN	WORKMENS COMP-GEN CITY
031628	08/16/21	AQU00	AQUA-METRIC SALES COMPANY	871.61	83982	WTR METER REPLAC-WTR CAP IMPROV
031629	08/16/21	BAS01	BASIC LABORATORY, INC	162.40	2107943	ProfServices Water Dept
031630	08/16/21	COM06	COMCAST	6.46	210809	COMMUNICATIONS-PW ADMIN
031631	08/16/21	DEP03	DEPT OF TRANS/CAL TRANS	1323.64 1501.12	22001404 22001405	Equip.Maint. St&Trf Light Equip.Maint. St&Trf Light
			Check Total.....	2824.76		
031632	08/16/21	ECO05	ECORP CONSULTING, INC.	1649.12	94064	PROF SVCS-PLANNING
031633	08/16/21	GOL07	GOLDEN WEST INDUSTRIAL SU	247.92	2110129	SAFETY ITEMS-FIRE
031634	08/16/21	MBI00	MBIAH LLC	3230.56	210813	COUNSELOR-PROP 47 CYCLE 1
031635	08/16/21	MOO07	MOORE & BOGENER, INC.	3410.16	12284	CONSULT LIT-LGL SVCS
031636	08/16/21	SSD02	SSDTTF	714.00	08122021	TRAINING/ED-POLICE
031637	08/16/21	SUN16	SUNBEAM SOLAR OPERATIONS	14914.85	200100149	ELECT-
031638	08/16/21	TPX00	TPX COMMUNICATIONS	705.18	145768464	COMMUNICATIONS-
031639	08/16/21	WAL02	WALKER PRINTING	95.45	40106	PRINT/ADVERT-DISPATCH
031640	08/16/21	CRO05	CROSS PETROLEUM	1323.23	CL11803	MAT & SUPPLIES-
031641	08/16/21	HOL04	HOLIDAY MARKET #32	65.28	003204165	MAT & SUPPLIES-
031642	08/16/21	KNI00	KNIFE RIVER CONSTRUCTION	546.52	256667	A/C CITYWIDE-STR
031643	08/16/21	PGE01	PG&E	35441.39	210812	Electricity General City-
031644	08/16/21	TAN00	T AND S DVBE, INC.	523.03	21-1920	MAT & SUPPLIES-
031645	08/18/21	ATT13	AT&T	764.41	210811	COMMUNICATIONS-DISPATCH
031646	08/18/21	CAM02	FERGUSON ENTERPRISES INC.	1092.59 12.93 -10.00	1646152 1647006 PY1633769C	MAT & SUPPLIES-WTR MAT & SUPPLIES- MAT & SUPPLIES-WTR
			Check Total.....	1095.52		
031647	08/18/21	CRO05	CROSS PETROLEUM	1776.19	CL11804	VEH OP/MAINT-
031648	08/18/21	NOR47	NORTHSTAR	8662.50	77851	PROF SVCS-PW ADMIN
031649	08/18/21	TEH08	COUNTY OF TEHAMA	50.00	210818	MAT & SUPPLIES-PLANNING
031650	08/18/21	CHI06	CHICO POWER EQUIPMENT	323.72	330248	MAT & SUPPLIES-STR
031651	08/18/21	EWI00	EWING	366.34	15000985	LANDSCAPE MAINT-PARKS
			Cash Account Total.....	374135.14		
			Total Disbursements.....	374135.14		
			Cash Account Total.....	.00		

REPORT.: Aug 18 21 Wednesday
 RUN...: Aug 18 21 Time: 16:01
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 08-21 thru 08-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12668	08/11/21	BAN03	POLICE OFFICER ASSOC.	300.00	C10811	POLICE OFFICER ASSOC
12669	08/11/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C10811	WITHHOLDING ORDER
12670	08/11/21	EDD01	EMPLOYMENT DEVELOPMENT	5070.44 1697.95	C10811 1C10811	STATE INCOME TAX SDI
Check Total.....:				6768.39		
12671	08/11/21	FED00	FEDERAL PAYROLL TAXES (EF	13860.32 17492.18 4090.92	C10811 1C10811 2C10811	FEDERAL INCOME TAX FICA MEDICARE
Check Total.....:				35443.42		
12672	08/11/21	ICM01	ICMA RETIREMENT TRUST-457	3612.58 185.00	C10811 1C10811	ICMA DEF. COMP ICMA DEF. COMP ER PD
Check Total.....:				3797.58		
12673	08/11/21	PERS1	PUBLIC EMPLOYEES RETIRE	24311.13	C10811	PERS PAYROLL REMITTANCE
12674	08/11/21	PERS4	Cal Pers 457 Def. Comp	2700.59 527.50	C10811 1C10811	PERS DEF. COMP. PERS DEF. COMP. ER P
Check Total.....:				3228.09		
12675	08/11/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C10811	WageOrder F#20000149
12676	08/11/21	VAL06	VALIC	2476.30 202.50	C10811 1C10811	AIG VALIC P TAX AIG VALIC P TAX ER P
Check Total.....:				2678.80		
12677	08/11/21	\BAN1	BANK OF AMERICA-121000358	100.00	C10811	B OF A SAVINGS
12678	08/11/21	\BAN4	BANNER BANK-323371076	1050.00 590.14	C10811 1C10811	BANNER BANK-SAVINGS HSA DEDUCTIBLE
Check Total.....:				1640.14		
12679	08/11/21	\OECU	OPER ENG FED CU-321176260	220.00	C10811	CREDIT UNION SAVINGS
12680	08/11/21	\WEL1	WELLS FARGO - 121042882	1750.00	C10811	WELLS FARGO
Cash Account Total.....:				80486.90		
Total Disbursements.....:				80486.90		

Date.: Aug 18, 2021
Time.: 4:15 pm
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEMB
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
HILLCREST LANDSCAPIN	4655 BARHAM AVE	CORNING, CA 96021	LANDSCAPING AND GENERAL CONSTRUCTION	08/05/21
PREMIER SOLAR ENERGY	35 JAN CT STE 140	CHICO, CA 95928	SOLAR CONTRACTOR, ELECTRICAL CONTRACTOR,	08/12/21

**ITEM NO.: J-6
ADOPT REVISED RESOLUTION 06-08-2021-01
FOR THE SUBMITTAL OF A STATE COMMUNITY
DEVELOPMENT BLOCK GRANT CORONAVIRUS
AID, RELIEF, AND ECONOMIC SECURITY ACT
GRANT APPLICATION FOR UTILITY PAYMENT
ASSISTANCE.**

August 24, 2021

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



SUMMARY:

On June 8, 2021 City Council adopted Resolution 06-08-2021-01 and directed Staff to prepare an application in response to the release of the Notice of Funding Availability (NOFA) for CDBG-CV2 and CV3 funds for COVID-19 related activities such as utility payment assistance that benefit low and moderate-income residents. The funding amount sought in the application was \$200,000 for utility payment assistance for those financially impacted by the COVID-19 pandemic. The project funding is as follows;

General Administration Utility Payment Assistance:	\$ 26,000
Utility Payment Assistance Program Funding:	\$174,000

The remaining funds will be utilized to support the County Shelter Navigation Center in Red Bluff as follows:

General Administration Navigation Center:	\$ 10,639
Navigation Center Project Funding:	\$ 71,200

The City has since been contacted and informed that there were some deficiencies noted on our submitted Resolution which need to be corrected. Staff was directed to correct the noted deficiencies on the Resolution and return the approved revised Resolution as soon as possible to ensure no delays in funding. The attached revised Resolution addresses these deficiencies and will be attached to our Standard Agreement as Exhibit F.

RECOMMENDATION:

It is recommended as follows:

- 1. ADOPT REVISED RESOLUTION NO. 06-08-2021-01, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM - CORONAVIRUS RESPONSE ROUND 2 and 3 (CDBG-CV2 and CV3) NOFA DATED DECEMBER 18, 2020.**

RESOLUTION NO. 06-08-2021-01

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

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

SECTION 1:

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

List activities and amounts:

General Administration Utility Payment Assistance: \$ 26,000

Utility Payment Assistance Program Funding: \$174,000

SECTION 2:

The City hereby approves the use of Program Income in an amount not to exceed \$200,000 for the CDBG-CV2 and CV3 activities described in Section 1.

SECTION 3:

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

SECTION 4:

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

SECTION 5:

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

SECTION 6:

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

** Important Note: If the designee is signing any application, agreement, or any other document on behalf of the designated official of the City/County, written proof of designee authority to sign on behalf of such designated official must be included with the Resolution, otherwise the Resolution will be deemed deficient and rejected. Additionally, do not add limitations or conditions on the ability of the signatory or signatories to sign documents, or the Resolution may not be accepted. If more than one party's approval is*

required, list them as a signatory. The only exception is for county counsel or city attorney to approve as to form or legality or both, IF such approval is already part of the standard city/county signature block as evidenced by the signed Resolution itself. Inclusions of additional limitations or conditions on the authority of the signer will result in the Resolution being rejected and will require your entity to issue a corrected Resolution prior to the Department issuing a Standard Agreement.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Corning** held on August 24, 2021, by the following vote:

AYES: _
ABSENT: _

NOES: _
ABSTAIN: _

Robert Snow, Mayor

STATE OF CALIFORNIA
City of Corning

I, **Lisa M. Linnet**, **City Clerk** of the **City of Corning**, State of California, hereby certify the above and foregoing to be a full, true, and correct copy of a Resolution adopted by said **City Council** on this **24th** day of **August, 2021**.

Lisa M. Linnet
City Clerk of the **City of**
Corning, State of California

By: _____
Name and Title

ITEM NO.: J-7
AUTHORIZE PAYMENT FOR INVOICE 21-
216745-01 IN THE AMOUNT OF
\$22,109.80 UNDER TASK ORDER "B" TO
ARMSTRONG CONSULTANTS, INC

August 24, 2021

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

SUMMARY:

Staff requests Council authorize payment of invoice 21-216745-01 under Task Order "B" (TO-B) for Armstrong Consultants, Inc., to provide Professional Services for the Airport Master Plan under Airport Engineering Services Agreement 2019-6 in the amount of \$22,109.80. This will be the first payment under Task Order "B".

These services include Airport Narrative Project Report, Aeronautical Survey and Airport Layout Plans Update, Management & Coordination, Inventory Existing Conditions, Airport Waste Recycling, Facility Requirements, Financial Plan & Airport Layout Plan. Invoice is attached for Council review.

BACKGROUND:

On January 28, 2020 Council awarded the City Airport Engineering Services contract 2019-6 to Armstrong Consultants, Inc. The proposed services fall within this contract and can be issued as a Task Order. Council awarded Task Order "B" (TO-B) on June 8, 2021 in the amount of \$328,828 to prepare the ALP update.

FUNDING:

The grant offer for the ALP update is in the amount of \$ 328,828 therefore resulting in 100% funding for the project including the cost for the IFE.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE PAYMENT FOR INVOICE 21-216745-01 IN THE AMOUNT OF \$22,109.80 UNDER TASK ORDER "B" TO ARMSTRONG CONSULTANTS, INC.



City of Corning
794 Third Street
Corning, CA 96021

DATE: 7/31/2021
INVOICE NO. 21-216745-01

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

FOR PROFESSIONAL SERVICES RENDERED:

City of Corning, California
Corning Municipal Airport
Engineering Services
Task Order B
AIP # 3-06-0053-010-2021

Element - Airport Master Plan

Element 1 - Project Management & Coordination	:\$	9,124.00	X	40%	=	\$3,649.60
Element 2 - Inventory Existing Conditions	:\$	20,068.00	X	15%	=	\$3,010.20
Element 3 - Airport Waste Recycling	:\$	4,050.00	X	0%	=	\$0.00
Element 4 - Facility Requirements	:\$	29,852.00	X	0%	=	\$0.00
Element 5 - Financial Plan	:\$	23,322.00	X	0%	=	\$0.00
Element 6 - Airport Layout Plan	:\$	58,575.00	X	0%	=	\$0.00
Documentation	:\$	11,942.00	X	0%	=	\$0.00
Meetings & Document Production	:\$	14,995.00	X	0%	=	\$0.00
Subconsultants	:\$	154,500.00	X	10%	=	<u>\$15,450.00</u>

Total Amount Earned to Date = \$22,109.80
Less Amount Previously Invoiced = \$0.00

Total Amount Due this Invoice = \$22,109.80

ITEM NO.: J-8
AUTHORIZE THE PUBLIC WORKS
DEPARTMENT TO SURPLUS AND SELL
THE OLD LOADER THROUGH BIDCAL

August 24, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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



SUMMARY:

The Public Works Department seeks authorization to declare the 1996 444G John Deere Wheel Loader as surplus and sell it through BidCal, an online Auction site.

Per the 2021/2022 approved budget, the 1996 loader has been replaced with a new 2021 521G Case Loader which has been received and put into service.

BACKGROUND:

The 1996 loader has become obsolete, and it is very difficult to find any parts for repair. This loader has served its purpose and is no longer needed by the City of Corning.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO SURPLUS AND SELL THE 1996 444G JOHN DEERE WHEEL LOADER THROUGH BIDCAL ONLINE AUCTION.

**ITEM NO: J-9
APPROVE AGREEMENT BETWEEN THE
CITY AND CORNING UNION HIGH
SCHOOL DISTRICT FOR SCHOOL
RESOURCE OFFICER SERVICES**

August 24, 2021

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



BACKGROUND:

For several years, the City has provided an Officer to serve as a School Resource Officer at Corning High School. Funding for this has previously been provided through various grants.

Beginning in Fiscal Year 2018/19 the School Resource Officer (SRO) position cost was shared on a 50/50 basis between the City and the Corning Union High School District. The City's portion was budgeted 100% from the General Fund.

The proposed Agreement between the City of Corning and the Corning Union High School District will allow funding to continue the assignment of a School Resource Officer (SRO) shared between Corning High School and Centennial High School. If approved, the Agreement term shall commence on September 1, 2021 and terminate on June 30, 2022.

FINANCIAL IMPACT:

If approved, under this Agreement, Corning Union High School District agrees to the following:

- Total monies paid to the City if the Agreement is completed with zero (0) SRO absence from the District for critical incidents and/or emergencies would be \$72,941 for a 9-month period (September through May). This equates to 50% of the total SRO salary, inclusive of benefits;
- The rate shall be billed on a 40-hour week and payable to the City at \$8,104.55 per month, which calculates to an hourly rate of \$70.13; and
- SRO removal beyond 1 hour per pay period shall permit District to reduce payment to the City by \$70.13 for every hour, beyond two hours, of SRO absence for the pay period at issue exclusive of vacation, sick leave, or family leave.
- The rate shall increase to reflect any salary increase for all members of the Operating Engineers Local Union No. 3 Public Safety Unit during the contract period.
- District shall pay overtime costs incurred by the SRO where District requests attendance at non-school day and/or non-school hour events beyond the 40-hour work schedule. Costs shall be actual overtime costs paid by the Corning Police Department plus actual administrative costs to process said overtime. The Police Chief has the discretion to limit overtime hours of the SRO and the overtime paid shall be in addition to the compensation set above. All overtime costs are in addition to compensation described in Section II, A.

RECOMMENDATION:

**APPROVE PROPOSED AGREEMENT BETWEEN THE CITY AND CORNING UNION
HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES
BEGINNING SEPTEMBER 1, 2021 AND TERMINATING ON JUNE 30, 2022.**

**AGREEMENT BETWEEN THE CITY OF CORNING AND THE CORNING UNION
HIGH SCHOOL DISTRICT FOR THE PROVISION OF SERVICES AND PLACEMENT
OF A SCHOOL RESOURCE OFFICER**

This Agreement is entered into between the **City of Corning**, a municipality of the State of California ("City") and the **Corning Union High School District** ("District"). Collectively, the City and District shall be referred to as the parties.

**I.
RESPONSIBILITY OF PARTIES**

1. Pursuant to the terms and conditions herein, the City agrees to perform all of the following:
 - A. Under the supervision of the Corning Police Chief or other person so designated by the Police Chief, a sworn Police Officer shall be assigned to the District as a School Resource Officer during regularly scheduled school days as specified on the District's school calendar, which is attached hereto as EXHIBIT "A" and made part of this Agreement by express reference. Notwithstanding the preceding, should any school day be an official Holiday of the City, the School Resource Officer ("SRO") shall not be assigned to work on any such day.
 - B. City, through its Police Department, shall assign the SRO to the District at a 40-hour per week assignment. The City, through its Police Chief or other responsible person of the Department shall have the discretion to remove the SRO from his or her regular 40-hour per week assignment for purpose of responding to any critical incident or emergency. A critical incident or emergency as used herein is intended to mean any act necessitating SRO response as determined by the City, through its Police Department, including but not limited to staffing shortages. City shall inform the District of any SRO removal as provided in this paragraph and further inform the District of when, approximately, the SRO will resume services at the District. *Removal of the SRO as allowed herein shall result in a reduction in the amount of compensation payable by the District to the City pursuant to this Agreement. In such an event, the parties shall establish a per-hour reduction in what the District pays City for the pay-period in which the SRO was absent as provided for critical incidents and/or emergencies. The parties shall consider the total monies paid to the City if the Agreement is completed with zero SRO absence from the District for critical incidents and/or emergencies, which is **\$72,941**. Being 52 weeks in a year, and a 40-hour per week work schedule as mandated by this Agreement, it equates to 2,080 hours or work at **\$70.13** per hour. Any SRO removal beyond 1 hour per pay period shall permit District to reduce payment to the City by **\$70.13** for every hour, beyond two hours, of SRO absence for the pay period at issue exclusive of vacation, sick leave, or family leave.*
 - C. The SRO shall coordinate enforcement details, including truancy, and utilize the resources available to the Corning Police Department in doing so. It is the goal of the Corning Police Department to maintain a low rate of truancy at the District through enforcement and counseling of students and parents. The SRO, among other duties, shall target violence, gangs, and illegal drug activity occurring at the District, and to work with District Staff, Students, and Parents in combatting these problems.

- D. The SRO, through use of its Police Department resources and any applicable youth violence prevention program, to educate parents of students attending the District of gang member recognition, early warning signs of illegal drug use, and other issues relating to the health and safety of the students attending the District. The SRO will also attempt to contact parents of any student believed to be involved with gangs, violence, illegal drugs, or other matters of concern to request parental involvement to aid in re-directing the student's behavior.
 - E. The SRO shall work with District Staff and Administrators to seek the safest learning environment for the District students, which can include, but is not limited to, communication enhancement, prevention, planning and in school safety training to prevent criminal conduct within the District.
 - F. The City, through its Police Department, will complete quarterly reports of the SRO activity, including total time spent at the District, statistical tracking of crimes reported, and arrests made at the District as the SRO, citations issued by the SRO, the number of truancy contacts, and counseling sessions had through SRO contact and/or diversion efforts. The quarterly reports will be provided to the District Superintendent.
 - G. The person assigned to the SRO position may change during the term of the Agreement. Notwithstanding, the City recognizes the benefit in maintaining assigned consistency in the position and will attempt, in good faith, to allow the person designated SRO to maintain the position for the duration of the Agreement unless circumstances require a change as determined by the Police Chief in his or her absolute discretion.
2. Pursuant to the terms of this Agreement, and during the term thereof, the District agrees to perform all of the following:
- A. Compensate the City as provided in Section II entitled "Compensation" of this Agreement.
 - B. Provide to the City Police Chief a schedule of the calendared school days for the school year and any planned events of which the District desires the SRO to attend that are not regularly scheduled school days and/or within the regularly scheduled school hours. This information is to be provided in writing upon execution of the Agreement for a period of one month. Thereafter, this information is to be provided to the Police Chief every month for the following month's calendar to allow for proper planning and scheduling by the Police Department. Additionally, the City Police Chief may adjust the SRO schedule to allow his or her presence at the non-scheduled school day and/or non-school hour events, which District acknowledges will prevent the SRO from being at the District for 40-hours for the given week in which the non-school day and/or non-school hour events occur.

II. COMPENSATION

- A. District shall pay **\$72,941** to the City for the SRO services described in this Agreement. This amount is calculated at the hourly rate of **\$70.13**, which shall be billed on a 40-hour week and payable to the City at **\$8,104.55** per month for the 9-month school year term (September through May). The parties recognize that the hours may differ each month with Holidays and scheduling, and that at the end of the term the parties will reconcile as needed to ensure payments made for services performed are met; however, for convenience, the parties elect to pay as agreed. This rate shall increase to reflect any salary increase for all

members of the Operating Engineers Local Union No. 3 of the International Union for Operating Engineers AFL-CIO for Public Safety Employees of the City of Corning during the contract term.

- B. District shall pay City of a net-30 basis, and this provision shall survive the term of this Agreement.
- C. District shall pay overtime costs incurred by the SRO where District requests attendance at non-school day and/or non-school hour events beyond the 40-hour work schedule. This cost shall be the actual overtime costs paid by the Corning Police Department plus the actual administrative costs to process the overtime. The Police Chief has the discretion to limit overtime hours of the SRO. The overtime paid shall be in addition to the compensation set above. All overtime costs are in addition to compensation described in Section II, A.

III.

TERM

This Agreement shall commence on September 1, 2021 and shall thereafter terminate on June 30, 2022. This Agreement can be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this Agreement as an addendum.

IV.

TERMINATION

- A. If District and/or City materially fail to perform its responsibilities as established in this Agreement, the non-breaching party shall have the right to terminate the Agreement for cause effective immediately. Upon termination, the District shall pay the City for services rendered through the date of termination. There is no limitation on damages, type, or amount that either party can pursue against the other following an allegation of breach or other warranted basis.

V.

ENTIRE AGREEMENT, AMENDMENTS, HEADINGS, EXHIBITS/APPENDICES

- A. This Agreement supersedes all previous MOUs relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. City and District specifically acknowledge that in entering into and executing this Agreement, each are relying solely upon the provisions contained in this Agreement and no others, whether oral or written.
- B. No changes, amendments, or alterations to this Agreement shall be effective unless in writing and signed by both City and District.
- C. The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this Agreement, such ambiguity, conflict, or inconsistency shall not be construed against one party over the other.

VI.

NO ASSIGNMENT AND NON-WAIVER

This Agreement is not assignable. The waiver by either party of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

VII.
INDEPENDENT CONTRACTOR

The parties are construed as independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow one party over the other to exercise discretion or control over the professional manner in which they perform their work or services that are the subject matter of this Agreement.

VIII.
**INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AND INSURANCE
COVERAGE**

- A.** To the fullest extent permitted by law, City shall indemnify, defend, and hold harmless District, its Elected Officials, Officers, Employees, Agents, and Volunteers against all liability, claims, suits, actions, costs, expenses, damages, judgements, or decrees arising from the provision of services undertaken by the SRO pursuant to this Agreement. City shall also, at City's own expense, defend the District, its Elected Officials, Officers, Employees, Agents, and Volunteers against any liability, claim, suit, action or proceeding brought against District, its Elected Officials, Officers, Employees, Agents, and Volunteers, arising from the actual work performed by the SRO. The obligations of this paragraph survive the termination of this Agreement.
- B.** District shall, at District's own expense, defend the City, its Officers, Employees, Police Department and its Officers, Board Members, Agents, and Volunteers against any liability, claim, suit, action or proceeding brought against City and/or any of its Police Department members or the Department itself, its Elected Officials, Officers, Employees, Agents, and Volunteers, arising from the District's performance, or non-performance, of any obligation set forth in this Agreement and/or for performance of non-obligations beyond the Agreement that create liability, loss, damage, or harm of any kind in which the City and/or any of its paid Staff are made a party to the litigation as a result of such actions or non-actions of the District. The obligations of this paragraph survive the termination of this Agreement.
- C.** District shall secure and maintain, at all times during the term of this Agreement, Commercial General Liability Insurance, or participation in a Self-Insurance Program with minimum limits of one million combined single limit bodily injury and property damage. On request by City, District shall provide a Certificate of Insurance or other evidence demonstrating compliance with this provision of the Agreement.
- D.** Each party has the absolute discretion to determine whether a settlement of any claim, liability, lawsuit, demand, or litigation, as to that party, is acceptable or should otherwise be had; however, where the claim, liability, lawsuit, demand, or litigation is the sole obligation of the other party as established in Section VIII (A) or (B), the party responsible for indemnification, defense and/or hold harmless obligations shall have the right to take control of the matter through their retained counsel so long as the obligations of this Section are being met and are thereafter satisfied, including but not limited to any indemnification and/or defense obligation.

IX.
MISCELLANEOUS

- A.** Each party shall promptly notify the other of any claim being threatened or advanced that arises from the terms of this Agreement. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.

- B. Any dispute between the parties, or any claim for declaratory relief seeking an interpretation of this Agreement, shall be governed by the laws of the State of California, and shall be filed and prosecuted through dismissal or judgement in the Tehama County Superior Court.
- C. Neither party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- D. District represents that it is in compliance with and agrees that District and City shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines pursuant thereto and actually and legally applicable to the City.
- E. If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal or State statute or regulation or County and/or City Ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

X.
NOTICES

- A. Any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to District: Corning Union High School District
Attn: Jared Caylor, Superintendent
643 Blackburn Avenue
Corning, CA 96021
(530) 824-8000

If to City: City of Corning
Attn: Kristina Miller, City Manager
794 Third Street
Corning, CA 96021
Phone: (530) 824-7034

- B. Any oral notice authorized by this Agreement shall be given to the persons specified in Section X and shall be deemed to be effective immediately.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this MOU and to bind the Party on whose behalf his/her execution is made.

DISTRICT:

CITY OF CORNING, CALIFORNIA:

Jared Caylor, Superintendent

Kristina Miller, City Manager

Date

Date

LEGAL COUNSEL:

LEGAL COUNSEL:

Collin Bogener, City Attorney

ATTEST:

Lisa M. Linnet, City Clerk

ITEM NO.: J- 10
CITY COUNCIL ADOPT
RESOLUTION 08-24-2021-01
DECLARING A STAGE ONE (1)
DROUGHT CONDITION IN THE
CITY OF CORNING

August 24, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

In observance of State Executive Order N-10-21, Staff is requesting City Council declare the City of Corning in a Stage I – Volunteer Conservation program – Fifteen percent reduction in normal usage status effective immediately.

13.14.020 - Stage I—Volunteer conservation program—Fifteen percent reduction in normal usage. The following represent the elements of Stage I of the proposed water conservation program:

- A. Notification to customers by direct mailing, newsletters, press releases, public meetings, educational materials (handouts) and/or meetings in the local schools explaining that a drought condition exists, and that the City must reduce its water consumption. Local grade schools may be encouraged to hold water conservation poster contests. The posters could be displayed by local merchants in their windows for a period of time;
- B. Provide educational literature for conservation practices regarding waste, over watering, leaks, etc. Provide information and assistance to customers on reading their water meters and monitoring water usage;
- C. Encourage the use of native plants or other water conserving vegetation;
- D. Encourage the use of efficient landscaping systems (drip, timed sprinkler, etc.). Encourage evening and early morning watering to reduce evaporation;
- E. Discourage the emptying and refilling of swimming pools, ponds, etc.;
- F. Informational/educational warnings for waste, overwatering and leaks;
- G. Encourage water-reducing methods in household use (full loads for dishwasher and clothes washer, low-flow showerhead, patio sweeping, use shut-off valve on hose for car washing and watering, patio cleaning, etc.).

BACKGROUND:

On July 8, 2021, issued Executive Order N-10-21 calling on all Californians to voluntarily reduce their water use by 15% from their 2020 levels in order to preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions, and to join existing efforts by agricultural water users, public water systems, and governmental agencies to respond to water shortages. City Code 13.14.020 Stage I – Volunteer conservation program - fifteen percent reduction in normal usage can be read in its entirety in the City Municipal Code located on the City's website: www.corning.org.

RECOMMENDATION:

Mayor and Council Adopt Resolution 08-24-2021-01, a Resolution of the City of Corning Declaring a Stage One Drought Condition in the City of Corning

RESOLUTION NO.: 08-24-2021-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL
OF THE CITY OF CORNING
DECLARING THE CITY OF CORNING A STAGE I DROUGHT CONDITION**

WHEREAS, on July 8, 2021 the Governor issued Executive Order N-10-21 calling on all Californians to voluntarily reduce their water use by 15% from their 2020 levels in order to preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions, and to join existing efforts by agricultural water users, public water systems, and governmental agencies to respond to water shortages.

WHEREAS, per State Executive Order N-10-21, the State Water Resources Control Board (Water Board) shall track and report monthly on the State's progress towards achieving a 15-percent reduction in statewide urban water use as compared to 2020 use; and

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Corning as follows:

1. Effective immediately, the City Council declares a Stage I – Volunteer Conservation Program- Fifteen Percent Reduction in Normal Usage.

This Resolution was introduced and adopted by the City Council of the City of Corning on the 24TH day of August, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution 08-24-2021-01 was duly adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 24th day of August, 2021 by the votes listed above.

Lisa M. Linnet, City Clerk

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-10-21

WHEREAS communities across California are experiencing more frequent, prolonged, and severe impacts of climate change including catastrophic wildfires, extreme heat and unprecedentedly dry conditions that threaten the health of our people, habitat for species and our economy; and

WHEREAS severe drought afflicts the American West and increasingly warming temperatures driven by climate change exacerbate harmful drought effects including disruption of drinking water and irrigation supplies, degradation of fish and wildlife habitat, and heightened flammability of wildland vegetation; and

WHEREAS on April 21 and May 10, 2021, I issued proclamations that a state of emergency exists in a total of 41 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment; and

WHEREAS today, I issued a further proclamation of a state of emergency due to drought conditions in nine additional counties (Inyo, Marin, Mono, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, and Santa Cruz), and directed state agencies to take further actions to bolster drought resilience and prepare for impacts on communities, businesses, and ecosystems; and

WHEREAS drought conditions present urgent challenges, including the risk of drinking water shortages in communities, greatly increased wildfire activity, diminished water for agricultural production, adverse impacts on fisheries, and additional water scarcity if drought conditions continue into next year; and

WHEREAS agriculture is an important economic driver in California that has made significant investments in irrigation efficiencies such that nearly 70 percent of the nation's farmland using drip and micro-irrigation is located in California, and despite that investment, many agricultural producers are experiencing severe reductions in water supplies and are fallowing land in response to current dry conditions; and

WHEREAS action by Californians now to conserve water and to extend local groundwater and surface water supplies will provide greater resilience if the drought continues in future years; and

WHEREAS during the 2012-2016 drought, Californians did their part to conserve water, with many taking permanent actions that continue to yield benefits; per capita residential water use statewide declined 21 percent between the years 2013 and 2016, and has remained on average 16 percent below 2013 levels as of 2020; and

WHEREAS local water suppliers and communities have made strategic and forward-looking investments in water recycling, stormwater capture and reuse, groundwater storage and other strategies to improve drought resilience; and

WHEREAS there is now a need to augment ongoing water conservation and drought resilience investments with additional action to extend available supplies, protect water reserves in case drought conditions extend to a third year and maintain critical flows for fish and wildlife.

NOW THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, do hereby issue the following order to become effective immediately.

IT IS HEREBY ORDERED THAT:

- 1) To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year, and to join existing efforts by agricultural water users, public water systems, and governmental agencies to respond to water shortages, I call on all Californians to voluntarily reduce their water use by 15 percent from their 2020 levels. Commonsense measures Californians can undertake to save water and money include:
 - a. Irrigating landscapes more efficiently. As much as 50 percent of residential water use goes to outdoor irrigation, and much of that is wasted due to evaporation, wind, or runoff caused by inefficient irrigation methods and systems. Watering one day less per week, not watering during or immediately after rainfall, watering during the cooler parts of the day and using a weather-based irrigation controller can reduce irrigation water use, saving nearly 8,800 gallons of water per year.
 - b. Running dishwashers and washing machines only when full. Full laundry loads can save 15–45 gallons per load. Full dishwasher cycles can save 5–15 gallons per load.
 - c. Finding and fixing leaks. A leaky faucet that drips at the rate of one drip per second can waste nearly 3,200 gallons per year.
 - d. Installing water-efficient showerheads and taking shorter showers. Keeping showers under five minutes can save 12.5 gallons per shower when using a water-efficient showerhead.
 - e. Using a shut-off nozzle on hoses and taking cars to commercial car washes that use recycled water.

The State Water Resources Control Board (Water Board) shall track and report monthly on the State's progress toward achieving a 15-percent reduction in statewide urban water use as compared to 2020 use.

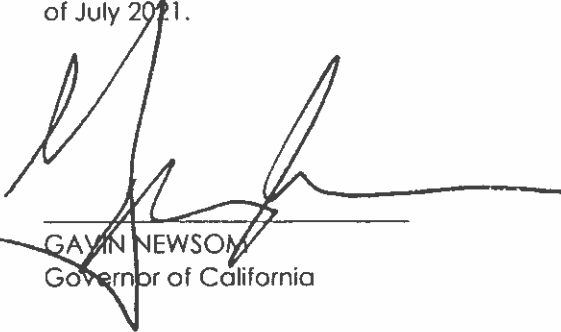
- 2) State agencies, led by the Department of Water Resources and in coordination with local agencies, shall encourage actions by all Californians, whether in their residential, industrial, commercial, agricultural, or institutional use, to reduce water usage, including through the statewide Save Our Water conservation campaign at SaveOurWater.com, which provides simple ways for Californians to reduce water use in their everyday lives.
- 3) The Department of Water Resources shall monitor hydrologic conditions such as cumulative precipitation, reservoir storage levels, soil moisture and other metrics, and the Water Board shall monitor progress on voluntary

conservation as ongoing indicators of water supply risk that may inform future drought response actions.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

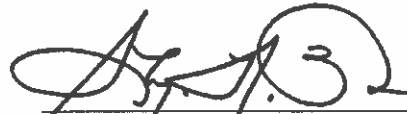
IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 8th day of July 2021.



GAVIN NEWSOM
Governor of California



ATTEST:



SHIRLEY N. WEBER, PH.D.
Secretary of State

**ITEM NO: J-11 .
APPROVE WAIVER OF
RECREATIONAL USE FEES FOR A
CO-ED SOFTBALL TOURNAMENT
FUNDRAISER TO BENEFIT CORNING
HIGH SCHOOL CHEERLEADERS.**

August 24, 2021

TO: HONORABLE MAJOR AND COUCILMEMBERS

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

SUMMARY:

Jasmine Gravitt submitted a request to City Council to waive the Recreational Use Fee for the use of Yost Park for a Co-Ed Softball Tournament Fundraiser to benefit the Corning Union High School Cheerleaders. The tournament is scheduled for October 16, 2021, from 6:00 AM to 11:00 PM. This is a community based, event.

BACKGROUND:

Staff requests Council approval to waive all recreational fees normally charged (\$100 refundable fees) for the Co-Ed Softball Tournament to benefit the Corning High School Cheerleaders Fundraiser.

\$75 Cleanup deposit
\$25. Light Use
\$100. Refundable

RECOMMENDATION:

**MAYOR AND COUNCIL APPROVE WAIVER OF RECREATIONAL USE FEES
FOR THE CO-ED SOFTBALL TOURNAMENT FUNDRAISER TO BE HELD
OCTOBER 16, 2021.**