



**SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, SEPTEMBER 28, 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 LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.

One Case:

**1) Name of Case: City of Corning v. Trent Construction, et al. Case No.:
CV24394**

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



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, SEPTEMBER 28, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

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. PROCLAMATION: October 2021, National Domestic Violence Awareness Month.
2. Presentation: Dan Redding – City Building Official Presentation.

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

G. **CONSENT AGENDA:**

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 of September 14, 2021 City Council Meeting with any necessary corrections.
5. September 22, 2021 Claim Warrant in the amount of \$187,911.84.
6. September 22, 2021, 2021 Business License Report.
7. Recommend appointment of Sandra Sehorn to the Corning Library Commission.

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

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

J. **REGULAR AGENDA:**

8. Approve Letter of Support for Paskenta Band of Nomlaki Indians application for the Community Air Grants Program.
9. Authorize payment for Invoice 21-216745-02 in the amount of \$46,200.45 under Task Order "B" to Armstrong Consultants, Inc. for professional services for the Airport Master Plan.
10. Authorize payment for Invoice 21-216746-01 in the amount of \$12,377.50 under Task Order "C" to Armstrong Consultants, Inc. for professional services for the Airport Master Plan.
11. Award Professional Service Agreement for Grant & Program Administration Services for the Community Development Block Grant Fund CV2 & CV3 to Silk Consulting Group in an amount of \$95/hour, not to exceed \$46,000.
12. Authorize payment of Invoice #22233 in the amount of \$6,252.78 to R.E.Y. Engineers for the West Street School Connectivity Project Engineering and Environmental Services.
13. Authorize payment of Invoice #22234 in the amount of \$4,039.18 to R.E.Y. Engineers for the Olive View School Connectivity Project Engineering and Environmental Services.

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, SEPTEMBER 24, 2021

**PROCLAMATION
NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2021**

WHEREAS October is annually recognized as National Domestic Violence Awareness Month.

WHEREAS the COVID-19 Pandemic and accompanying lockdowns, social distancing, and other mitigation measures have exacerbated domestic violence.

WHEREAS domestic violence affects people of all genders, sexual orientations, ages, cultural, social, religious, and economic groups in the United States, and undocumented individuals, transgender individuals, and people living with disabilities can experience more vulnerability to domestic violence.

WHEREAS an estimated 8 million days of paid work is lost each year as the result of intimate partner violence and domestic violence costs \$8.3 billion in expenses annually.

WHEREAS children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence and serious adult health problems.

WHEREAS in 2017, California law enforcement agencies received 169,362 domestic violence related calls and 8% percent of all homicides were domestic violence related.

WHEREAS domestic violence programs provide essential, lifesaving services for survivors, their children, and communities. Education, awareness and understanding of domestic violence and its causes, and a need to focus on the individualized needs of domestic violence survivors continues to be needed. Although progress has been made towards prevention and providing support to survivors and their families, important work remains to be done.

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**NOW, THEREFORE BE IT RESOLVED** that I, Robert Snow, as Vice Mayor of the City of Corning, do hereby proclaim the month of **OCTOBER 2021** as “**NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**” in the City of Corning and urge all citizens to join me in this special observance.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 28<sup>th</sup> day of September 2021.

\_\_\_\_\_  
**Robert Snow, Vice Mayor**

**ATTEST:**

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



**CITY OF CORNING  
CITY COUNCIL MEETING MINUTES  
TUESDAY, SEPTEMBER 14, 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 Hargens.

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

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

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

**1. Presentation: Mary Brimm – City Accounting Manager Department Presentation.**  
Mary Brimm was introduced by City Manager Kristina Miller who stated that Mary has been with the City since 2005 and is a very dedicated employee. Mrs. Brimm then presented a PowerPoint Presentation on all of the responsibilities of the Finance Department which covered duties related to accounts receivable, payables, payroll, business licensing, and the contributions both she and Accounting Assistant Rubi Ordaz, along Tom Watson (Police Department Administrative Services Manager) have made in the development of the City's new website. Ms. Miller also mentioned and commended Mrs. Brimm for her extensive work associated with various City grants.

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

**Jerry Lequia:** Thanked the Mayor, City Council Members, City Staff, and the City Fire Department for assisting in getting the word out regarding the necessary improvements at the Corning Veterans Memorial Hall.

**City Manager Miller:** Thanked Public Safety (Fire and Police Department) for their assistance and professionalism when responding to an incident today. She also announced that upon recommendation by Public Health, and for safety reasons, masks and temperature taking will be required at meetings until the capacity of our local hospitals are reduced, currently they are full primarily as a result of rising COVID cases.

**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 of the August 24, 2021 City Council Closed Session and Regular Council Meeting with any necessary corrections:**
- 4. September 8, 2021 Claim Warrant in the amount of \$449,881.31.**
- 5. September 8, 2021 Business License Report.**
- 6. August 2021 Wages & Salaries: \$401,168.62.**
- 7. August 2021 Treasurer's Report.**
- 8. August 2021 Building Permit Valuation Report in the amount of \$649,344.**

**9. August 2021 City of Corning Wastewater Operations Summary Report.**

Councilor Valerio moved to approve Consent Items 2-9; Councilor Burnett seconded the motion.

**Ayes: Snow, Demo, Burnett, and Valerio. Absent: Hargens. Abstain/Opposed: None.**

**Motion was approved by a 4-0 vote with Hargens absent.**

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

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

**J. REGULAR AGENDA:**

**10. Adopt Resolution No. 09-14-2021-01 approving a Volunteer Fire Assistance (VFA) Agreement in the amount of \$2,495 with CALFIRE and authorize the City Manager to sign the Agreement.**

Presented by Fire Chief Tom Tomlinson who explained that an adopted Resolution was required in order to execute this grant. Chief Tomlinson informed the Council that a 50% grant match in the amount of \$2495 and that these funds would be utilized to purchase various fire equipment. Chief Tomlinson then explained the lifespan of the equipment.

Councilor Demo moved to adopt Resolution No. 09-14-2021-01 approving Agreement No. 7FG21031 between the City of Corning and the California Department of Forestry and Fire Protection, authorize the City Manager to sign and execute the Agreement and any amendments on behalf of the City of Corning; and approve the expenditure of the budgeted \$2,495 from fund 001-6552-2300 for the grant matching fund criteria. Councilor Burnett seconded the motion.

**Ayes: Snow, Demo, Burnett, and Valerio. Absent: Hargens. Abstain/Opposed: None.**

**Motion was approved by a 4-0 vote with Hargens absent.**

**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: None.**

**Burnett:** Announced that on Monday there was an emergency Landfill Meeting that last 12 minutes.

**Hargens:** Absent.

**Valerio:** Reported on the Rolling Hills Golf Tournament last held last Saturday and announced the upcoming Olive Festival.

**Snow:** Stated that he attended the Golf Tournament.

**N. ADJOURNMENT: 6:59 p.m.**

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**Lisa M. Linnet, City Clerk**

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** September 22, 2021

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday September 28, 2021 Council Meeting

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

|           |                              |                        |           |                   |
|-----------|------------------------------|------------------------|-----------|-------------------|
| <b>A.</b> | <b>Cash Disbursements</b>    | <b>Ending 09-22-21</b> | <b>\$</b> | <b>109,254.34</b> |
| <b>B.</b> | <b>Payroll Disbursements</b> | <b>Ending 09-23-21</b> | <b>\$</b> | <b>78,657.50</b>  |

**GRAND TOTAL \$ 187,911.84**

REPORT.: Sep 22 21 Wednesday  
RUN....: Sep 22 21 Time: 14:09  
Run By.: LORI SIMS

CITY OF CORNING  
Cash Disbursement Detail Report  
Check Listing for 09-21 thru 09-21 Bank Account.: 1020

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

| Check<br>Number | Check<br>Date | Vendor<br>Number | Name                      | Net<br>Amount                             | Invoice #                                      | Description                                                                            |
|-----------------|---------------|------------------|---------------------------|-------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------|
| 031559          | 09/15/21      | CRO05            | CROSS PETROLEUM           | -1272.42<br>-422.78                       | CL11099u<br>CL11490u                           | Ck# 031559 Reversed<br>Ck# 031559 Reversed                                             |
|                 |               |                  | Check Total.....          | -1695.20                                  |                                                |                                                                                        |
| 031756          | 09/15/21      | CRO05            | CROSS PETROLEUM           | 1272.42<br>422.78                         | CL11099A<br>CL11490A                           | MAT & SUPPLIES-<br>VEH OP/MAINT-FIRE                                                   |
|                 |               |                  | Check Total.....          | 1695.20                                   |                                                |                                                                                        |
| 031757          | 09/16/21      | BAS01            | BASIC LABORATORY, INC     | 574.35<br>162.40                          | 2108590<br>2108892                             | ProfServices Water Dept<br>ProfServices Water Dept                                     |
|                 |               |                  | Check Total.....          | 736.75                                    |                                                |                                                                                        |
| 031758          | 09/16/21      | BIG02            | BIG VALLEY SANITATION, IN | .01<br>125.00                             | 2258<br>91506                                  | MAT & SUPPLIES-FINANCE<br>BLD MAINT-SENIOR CENTER                                      |
|                 |               |                  | Check Total.....          | 125.01                                    |                                                |                                                                                        |
| 031759          | 09/16/21      | COM06            | COMCAST                   | 13.19                                     | 210909                                         | COMMUNICATIONS-PW ADMIN                                                                |
| 031760          | 09/16/21      | DEP12            | DEPT OF JUSTICE           | 665.00                                    | 529517                                         | PROF SVCS-                                                                             |
| 031761          | 09/16/21      | GRA02            | GRAINGER, W.W., INC       | 81.59                                     | 905285929                                      | MAT & SUPPLIES-PARKS                                                                   |
| 031762          | 09/16/21      | INT15            | INTERWEST CONSULTING GROU | 790.00<br>558.75<br>230.00                | 70461<br>71177<br>72041                        | SB2-PROF SVCS SB2-PLANNING<br>SB2-PROF SVCS SB2-PLANNING<br>SB2-PROF SVCS SB2-PLANNING |
|                 |               |                  | Check Total.....          | 1578.75                                   |                                                |                                                                                        |
| 031763          | 09/16/21      | LEH03            | LEHR AUTO ELECTRIC        | 2458.20                                   | S165176                                        | K9 PROGRAM-POLICE                                                                      |
| 031764          | 09/16/21      | NOR47            | NORTHSTAR                 | 9637.50                                   | 77939                                          | PROF SVCS-PW ADMIN                                                                     |
| 031765          | 09/16/21      | PAT02            | PATTERSON ELECTRIC, INC.  | 142.50                                    | 5898                                           | EQUIP MAINT-SWR                                                                        |
| 031766          | 09/16/21      | PGE01            | PG&E                      | 35817.30                                  | 210913                                         | Electricity General City-                                                              |
| 031767          | 09/16/21      | QUI02            | QUILL CORPORATION         | 51.36                                     | 19395200                                       | MAT & SUPPLIES-                                                                        |
| 031768          | 09/16/21      | ROO02            | ROOD & ASSOCIATES         | 2400.00<br>1600.00                        | 004-002<br>004-003                             | AIRPORT 21 TASK B-AIRPORT<br>AIRPORT 21 TASK C-AIRPORT                                 |
|                 |               |                  | Check Total.....          | 4000.00                                   |                                                |                                                                                        |
| 031769          | 09/16/21      | SCH01            | LES SCHWAB TIRE CENTER    | 609.03<br>1227.82                         | 00405003<br>00405289                           | VEH OP/MAINT-POLICE<br>VEH OP/MAINT-FIRE                                               |
|                 |               |                  | Check Total.....          | 1836.85                                   |                                                |                                                                                        |
| 031770          | 09/16/21      | SCP00            | SCP DISTRIBUTORS LLC      | 1308.27<br>-1308.27<br>1308.27<br>-277.50 | SN070246<br>SN070413C<br>SN070417<br>SN070476C | MAT & SUPPLIES-WTR<br>MAT & SUPPLIES-WTR<br>MAT & SUPPLIES-WTR<br>MAT & SUPPLIES-WTR   |
|                 |               |                  | Check Total.....          | 1030.77                                   |                                                |                                                                                        |
| 031771          | 09/16/21      | SUN16            | SUNBEAM SOLAR OPERATIONS  | 12382.67                                  | 200100151                                      | ELECT-                                                                                 |
| 031772          | 09/16/21      | TAN00            | T AND S DVBE, INC.        | 28747.70                                  | 21-2302                                        | TRAFFIC CONTROL IMPROV-STR                                                             |
| 031773          | 09/16/21      | TEH15            | TEHAMA CO SHERIFF'S DEPT  | 122.50                                    | 09132021                                       | PROF SVCS-POLICE                                                                       |
| 031774          | 09/16/21      | TRI02            | TRI-COUNTY NEWSPAPERS     | 103.44                                    | 00270920                                       | Print/Advert. City Clerk                                                               |
| 031775          | 09/16/21      | VER02            | VERIZON WIRELESS          | 228.06                                    | 988746986                                      | PROP 30-MDC                                                                            |
| 031776          | 09/17/21      | HUD01            | HUDSON, LACEY             | 278.62                                    | 09152021                                       | TRAINING/ED-DISPATCH                                                                   |
| 031777          | 09/17/21      | MOO07            | MOORE & BOGENER, INC.     | 2291.00                                   | 12372                                          | CONSULT LIT-LGL SVCS                                                                   |
| 031778          | 09/17/21      | OFF01            | OFFICE DEPOT, INC.        | 575.95                                    | 193319491                                      | OFFICE SUPPLIES-DISPATCH                                                               |
| 031779          | 09/17/21      | PGE01            | PG&E                      | 1749.22                                   | 210908                                         | ELECT-                                                                                 |
| 031780          | 09/17/21      | QUI02            | QUILL CORPORATION         | -15.61<br>95.83<br>62.45                  | 1491725C<br>18983660<br>19425862               | OFFICE SUPPLIES-<br>OFFICE SUPPLIES-<br>OFFICE SUPPLIES-                               |
|                 |               |                  | Check Total.....          | 142.67                                    |                                                |                                                                                        |
| 031781          | 09/20/21      | ATT13            | AT&T                      | 764.41                                    | 210911                                         | COMMUNICATIONS-DIAPATCH                                                                |
| 031782          | 09/20/21      | BAS01            | BASIC LABORATORY, INC     | 162.40                                    | 2109129                                        | ProfServices Water Dept                                                                |
| 031783          | 09/20/21      | COR11            | CORNING SAFE & LOCK       | 32.33                                     | 0906                                           | MAT & SUPPLIES-PARKS                                                                   |
| 031784          | 09/20/21      | CRO05            | CROSS PETROLEUM           | 606.53<br>1083.79                         | CL12887<br>CL12888                             | MAT & SUPPLIES-<br>VEH OP/MAINT-                                                       |
|                 |               |                  | Check Total.....          | 1690.32                                   |                                                |                                                                                        |
| 031785          | 09/20/21      | DEP12            | DEPT OF JUSTICE           | 35.00                                     | 534734                                         | PROF SVCS-POLICE                                                                       |



REPORT.: Sep 22 21 Wednesday  
RUN...: Sep 22 21 Time: 14:09  
Run By.: LORI SIMS

CITY OF CORNING  
Cash Disbursement Detail Report  
Check Listing for 09-21 thru 09-21 Bank Account.: 1020

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

| Check<br>Number           | Check<br>Date | Vendor<br>Number | Name                  | Net<br>Amount             | Invoice #                     | Description                                                |
|---------------------------|---------------|------------------|-----------------------|---------------------------|-------------------------------|------------------------------------------------------------|
| 031786                    | 09/20/21      | GRA02            | GRAINGER, W.W., INC   | 25.71                     | 905634838                     | SMALL TOOLS-BLD MAINT                                      |
| 031787                    | 09/20/21      | RED12            | REDDING FREIGHTLINER, | 38.00                     | X10105286                     | VEH OP/MAINT-                                              |
| 031788                    | 09/20/21      | ROS01            | ROSS, DANNETTE        | 341.44                    | 092021                        | TRAINING/ED-DISPATCH                                       |
| 031789                    | 09/22/21      | BDI00            | BDI                   | 147.81                    | 950207596                     | MAT & SUPPLIES-                                            |
| 031790                    | 09/22/21      | COP02            | COPY CENTER           | 34.40                     | 18070                         | OFFICE SUPPLIES-WTR                                        |
| 031791                    | 09/22/21      | HOM03            | HOME DEPOT            | 50.64<br>180.79<br>156.89 | 3181915<br>6181871<br>9181930 | MAT & SUPPLIES-<br>MAT & SUPPLIES-<br>MAT & SUPPLIES-PARKS |
| Check Total.....:         |               |                  |                       | 388.32                    |                               |                                                            |
| 031792                    | 09/22/21      | PGE09            | PG&E                  | 205.88                    | 210916                        | ELECT-STONEFOX L&L-Z1, D2                                  |
| 031793                    | 09/22/21      | PGE2A            | PG&E                  | 43.03                     | 210916                        | ELECT-BLUE HERON CT                                        |
| 031794                    | 09/22/21      | PGE2B            | PG&E                  | 548.69                    | 8042770-1                     | SOLAR-WWTP                                                 |
| Cash Account Total.....:  |               |                  |                       | 109254.34                 |                               |                                                            |
| Total Disbursements.....: |               |                  |                       | 109254.34                 |                               |                                                            |
| Cash Account Total.....:  |               |                  |                       | .00                       |                               |                                                            |

REPORT.: Sep 22 21 Wednesday  
 RUN....: Sep 22 21 Time: 14:09  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 09-21 thru 09-21 Bank Account.: 1025

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

| Check Number | Check Date | Vendor Number | Name                      | Net Amount                      | Invoice #                    | Description                                                          |
|--------------|------------|---------------|---------------------------|---------------------------------|------------------------------|----------------------------------------------------------------------|
| 12747        | 09/23/21   | BAN03         | POLICE OFFICER ASSOC.     | 300.00                          | C10922                       | POLICE OFFICER ASSOC                                                 |
| 12748        | 09/23/21   | CAL37         | CALIFORNIA STATE DISBURSE | 138.46                          | C10922                       | WITHHOLDING ORDER                                                    |
| 12749        | 09/23/21   | EDD01         | EMPLOYMENT DEVELOPMENT    | 4917.51<br>1561.38              | C10922<br>1C10922            | STATE INCOME TAX<br>SDI                                              |
|              |            |               | Check Total.....:         | 6478.89                         |                              |                                                                      |
| 12750        | 09/23/21   | FED00         | FEDERAL PAYROLL TAXES (EF | 13068.86<br>16272.98<br>3805.84 | C10922<br>1C10922<br>2C10922 | FEDERAL INCOME TAX<br>FICA<br>MEDICARE                               |
|              |            |               | Check Total.....:         | 33147.68                        |                              |                                                                      |
| 12751        | 09/23/21   | ICM01         | ICMA RETIREMENT TRUST-457 | 4385.08<br>185.00               | C10922<br>1C10922            | ICMA DEF. COMP<br>ICMA DEF. COMP ER PD                               |
|              |            |               | Check Total.....:         | 4570.08                         |                              |                                                                      |
| 12752        | 09/23/21   | PERS1         | PUBLIC EMPLOYEES RETIRE   | 24254.47                        | C10922                       | PERS PAYROLL REMITTANCE                                              |
| 12753        | 09/23/21   | PERS4         | Cal Pers 457 Def. Comp    | 2670.59<br>497.50               | C10922<br>1C10922            | PERS DEF. COMP.<br>PERS DEF. COMP. ER P                              |
|              |            |               | Check Total.....:         | 3168.09                         |                              |                                                                      |
| 12754        | 09/23/21   | TEH16         | TEHAMA COUNTY SHERIFF'S O | 110.89                          | C10922                       | WageOrder F#20000149                                                 |
| 12755        | 09/23/21   | VAL06         | VALIC                     | 2476.30<br>202.50               | C10922<br>1C10922            | AIG VALIC P TAX<br>AIG VALIC P TAX ER P                              |
|              |            |               | Check Total.....:         | 2678.80                         |                              |                                                                      |
| 12756        | 09/23/21   | \BAN4         | BANNER BANK-323371076     | 1050.00<br>590.14               | C10922<br>1C10922            | BANNER BANK-SAVINGS<br>HSA DEDUCTIBLE                                |
|              |            |               | Check Total.....:         | 1640.14                         |                              |                                                                      |
| 12757        | 09/23/21   | \CCB1         | CORNERSTONE COMMUNITY BAN | 50.00<br>50.00<br>100.00        | C10922<br>1C10922<br>2C10922 | CORNERSTONE CMTY BNK<br>CORNERSTONE CMTY BNK<br>CORNERSTONE CMTY BNK |
|              |            |               | Check Total.....:         | 200.00                          |                              |                                                                      |
| 12758        | 09/23/21   | \OECU         | OPER ENG FED CU-321176260 | 220.00                          | C10922                       | CREDIT UNION SAVINGS                                                 |
| 12759        | 09/23/21   | \WEL1         | WELLS FARGO - 121042882   | 1750.00                         | C10922                       | WELLS FARGO                                                          |
|              |            |               | Cash Account Total.....:  | 78657.50                        |                              |                                                                      |
|              |            |               | Total Disbursements.....: | 78657.50                        |                              |                                                                      |
|              |            |               | =====                     |                                 |                              |                                                                      |

Date.: Sep 22, 2021  
Time.: 2:40 pm  
Run by: LORI SIMS

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMBM

| Business Name     | Address            | CITY/STATE/ZIP    | Business Desc                            | Bus Start Date |
|-------------------|--------------------|-------------------|------------------------------------------|----------------|
| LASHES BY MARIANA | 1703 SOLANO ST     | CORNING, CA 96021 | LASH ARTIST: EYE LASH EXTENSION & APPLIC | 09/15/21       |
| RYAN DAY HANDYMAN | 23915 RICHFIELD RD | CORNING, CA 96021 | GENERAL HANDYMAN-NO REPAIRS OVER \$500   | 09/15/21       |

**ITEM NO: G-7  
RECOMMEND APPOINTMENT  
OF SANDRA SEHORN TO THE  
CORNING LIBRARY  
COMMISSION**

**September 28, 2021**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING**

**FROM: ROBERT SNOW, MAYOR   
LISA M. LINNET, CITY CLERK**

**SUMMARY:**

Mayor Snow recommends the appointment of Sandra Sehorn to the vacant position on the City of Corning Library Commission.

**BACKGROUND:**

The City has one vacancy on the Library Commission resulting from the resignation of former Commissioner Dean Blankenship. This term is to expire on June 30, 2023.

Commissioners are appointed by the City Council to a non-paid four-year term position (unless fulfilling a vacant existing term). Meetings are held quarterly on the first Wednesday of the month in January, April, July, and October.

The City has received one application for appointment to the vacant position on the Library Commission. The applicants name and qualifications are listed below.

**Sandy Sehorn:** Ms. Sehorn is retired with a background in Human Resources. She is a current member of the Corning Friends of the Library, has a love of books, and wishes to help improve and maintain the Corning Library.

**RECOMMENDATION:**

**MAYOR AND COUNCIL REVIEW THE ATTACHED APPLICATION AND  
APPOINT SANDRA SEHORN TO THE CITY OF CORNING LIBRARY COMMISSION  
EFFECTIVE IMMEDIATELY WITH THE TERM TO EXPIRE ON JUNE 30, 2023.**



**ITEM NO: G-8  
APPROVE LETTER OF  
SUPPORT FOR PASKENTA  
BAND OF NOMLAKI INDIANS  
APPLICATION FOR THE  
COMMUNITY AIR GRANTS  
PROGRAM**

**September 28, 2021**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING**

**FROM: ROBERT SNOW, MAYOR  
LISA M. LINNET, CITY CLERK**

**SUMMARY:**

The Paskenta Band of Nomlaki Indians have requested a letter of support from the City of Corning for their application for the Community Air Grants Program.

**BACKGROUND:**

The Tribe plans to submit an application for a grant from the Community Air Grants Program for a community-scale air monitoring project. If successful, they plan to install air quality monitors at the Tribal Clinics in Corning and Red Bluff, and the new Tribal Community Center. These monitors will provide real-time air quality data that can be utilized to inform community members when harmful airborne particulate matter including those from wildfire smoke is present. There will be no cost to the City or County for this project.

**RECOMMENDATION:**

**MAYOR AND COUNCIL CONSIDER AND AUTHORIZE THE MAYOR TO SIGN  
A LETTER OF SUPPORT FOR THE PASKENTA BAND OF NOMLAKI TRIBE'S  
APPLICATION FOR THE COMMUNITY AIR GRANTS PROGRAM.**



# City of Corning

794 Third St. Corning, CA 96021 (530) 824-7029

September 23, 2021

Dear Community Air Grants Review Committee,

The City of Corning is pleased to support the application for the Paskenta Band of Nomlaki Indians (Tribe) in their application for the Community Air Grants Program. The Tribe is proposing to develop a monitoring network that can inform the community of when air quality is harmful. With climate change contributing to increased wildfire intensity and prevalence, the air quality in the City of Corning and the surrounding Tehama County has been dramatically impaired. This is dangerous to the health of our community, especially children, the elderly, and those with preexisting conditions.

A Tribal community-scale air monitoring project will be a beneficial tool for improving public health on the Reservation and our surrounding area. Providing real-time air quality data will empower community members to reduce their exposure during times of harmful air quality. Airborne particulate matter including those from wildfire smoke are known to cause cardiovascular and respiratory damage. As a City of Corning leader, we encourage these types of prevention measures as they are a front-line in combating heart and lung diseases.

We support the project to have a monitor located at the Tribal Clinics within the City limits of Corning, CA. This will provide for more widespread monitoring in the communities where many of the Tribal members reside in addition to other residents that live in, or near Corning. Having monitors at the health clinics will also emphasize the connection between air quality and health management. This project is needed to help protect our community from the harmful effects of air pollution. Thank you for your consideration.

Sincerely,

Robert Snow, Mayor  
City of Corning

ITEM NO.: J- 9.  
AUTHORIZE PAYMENT FOR INVOICE 21-  
216745-02 IN THE AMOUNT OF  
\$46,200.45 UNDER TASK ORDER "B" TO  
ARMSTRONG CONSULTANTS, INC

September 28, 2021

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

**SUMMARY:**

Staff requests Council authorize payment of invoice 21-216745-02 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 \$46,200.45. 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 21-216745-02 IN THE AMOUNT OF \$46,200.45 UNDER TASK ORDER "B" TO ARMSTRONG CONSULTANTS, INC.





City of Corning  
794 Third Street  
Corning, CA 96021

DATE: 8/31/2021  
INVOICE NO. 21-216745-02

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

RECEIVED  
SEP 15 2021  
CITY OF CORNING

**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 | 55% | = | \$11,037.40        |
| Element 3 - Airport Waste Recycling           | :\$ | 4,050.00   | X | 50% | = | \$2,025.00         |
| 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 | 35% | = | \$5,248.25         |
| Subconsultants                                | :\$ | 154,500.00 | X | 30% | = | <u>\$46,350.00</u> |

Total Amount Earned to Date = \$68,310.25  
Less Amount Previously Invoiced = -\$22,109.80

Total Amount Due this Invoice = \$46,200.45



August 31<sup>st</sup>, 2021

ACI # 216745

Robin Kampmann, PE  
Public Works Director/City Engineer  
City of Corning  
794 Third Street  
Corning, CA 96021

RE: Narrative Report, Aeronautical Survey and Airport Layout Plan Corning Municipal Airport

Ms. Kampmann,

Please see the information below which describes the current project status of the Corning Municipal Airport Layout Plan Update.

- A kick-off meeting was held to the present the Airport Planning Process.
- The airport was inventoried for the existing conditions.
- Working Paper No. 1 is in process.

The immediate next steps for the project include:

- Working Paper No. 1, including the Inventory of Airport Assets, will be released.

Enclosed is your invoice for services rendered for the project to date. If you have any questions, please feel free to contact us at your convenience.

Sincerely,

ARMSTRONG CONSULTANTS, INC.

Justin Pietz  
Planning Manager, Principal

Enclosure: August 2021 Invoice

ITEM NO.: J 10

**AUTHORIZE PAYMENT FOR INVOICE 21-216746-01 IN THE AMOUNT OF \$12,377.50 UNDER TASK ORDER "C" TO ARMSTRONG CONSULTANTS, INC**

**September 28, 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 21-216746-01 under Task Order "C" (TO-C) for Armstrong Consultants, Inc., to develop a Pavement Maintenance Management Plan under Airport Engineering Services Agreement 2019-6 in the amount of \$12,377.50. This will be the first payment under Task Order "C".

Under Element 1 – Develop Airport Pavement Maintenance Management Plan, these services include: Project Development; Records Review & Conceptual Plan Development; Field Data Collection; Data Analysis & PMMP Report; and Project Closeout. Invoice is attached for Council review.

**BACKGROUND:**

On January 28, 2020 Council awarded the City Airport Engineering Services contract 2019-6 to Armstrong Consultants, Inc. The proposed services fall within this contract and can be issued as a Task Order. On June 8, 2021 Council awarded Task Order "C" (TO-C) to Armstrong Consultants, Inc. in the total amount of \$32,900 to develop at Pavement Maintenance Management Plan.

**FUNDING:**

The grant offer for the Pavement Maintenance Management Plan is in the amount of \$35,000.00 therefore resulting in 100% funding for the project including the cost for the Independent Fee Analysis.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE PAYMENT FOR INVOICE 21-216746-01 IN THE AMOUNT OF \$12,377.50 UNDER TASK ORDER "C" TO ARMSTRONG CONSULTANTS, INC.**



City of Corning  
794 Third Street  
Corning, CA 96021

DATE: 8/31/2021  
INVOICE NO. 21-216746-01

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 C  
AIP # 3-06-0053-009-2021

**Element 1 - Develop Pavement Maintenance Management Plan**

|                                                            |     |           |   |      |   |               |
|------------------------------------------------------------|-----|-----------|---|------|---|---------------|
| Element 1 - Project Development                            | :\$ | 1,860.00  | X | 100% | = | \$1,860.00    |
| Element 1 - Records Review and Conceptual Plan Development | :\$ | 4,900.00  | X | 100% | = | \$4,900.00    |
| Element 1 - Field Data Collection                          | :\$ | 7,490.00  | X | 75%  | = | \$5,617.50    |
| Element 1 - Data Analysis and PMMP Report                  | :\$ | 17,760.00 | X | 0%   | = | \$0.00        |
| Element 1 - Project Closeout                               | :\$ | 890.00    | X | 0%   | = | <u>\$0.00</u> |

|                                 |   |               |
|---------------------------------|---|---------------|
| Total Amount Earned to Date     | = | \$12,377.50   |
| Less Amount Previously Invoiced | = | <u>\$0.00</u> |

|                               |   |             |
|-------------------------------|---|-------------|
| Total Amount Due this Invoice | = | \$12,377.50 |
|-------------------------------|---|-------------|

**ROOD & ASSOCIATES**

12818 W. 84<sup>th</sup> Drive  
Arvada, CO 80005  
Phone (303) 818-8560  
Email: [nrood@q.com](mailto:nrood@q.com)

INVOICE #004-003

Date: April 29, 2021

**TO:**

Ms. Robin Kampmann, P.E.  
Public Works Director/City Engineer  
City of Corning  
794 Third St.  
Corning, CA 96021  
Phone: (530) 824-7029  
Email: [rkampmann@corning.org](mailto:rkampmann@corning.org)

**FOR:**

Corning Municipal Airport (004)  
Corning, CA  
Develop Pavement Maintenance Management Plan  
Independent Fee Estimate

| DESCRIPTION              | UNIT     | RATE       | AMOUNT     |
|--------------------------|----------|------------|------------|
| Independent Fee Estimate | Lump Sum | \$1,600.00 | \$1,600.00 |
| TOTAL                    |          |            | \$1,600.00 |

Make all checks payable to: **ROOD & ASSOCIATES**

**Thank you for your business!**

## INVOICE SUMMARY

| <table border="0"> <tr> <td>Sponsor Name</td> <td>City of Corning</td> </tr> <tr> <td>Airport Name</td> <td>Corning Municipal Airport</td> </tr> <tr> <td>Address</td> <td>794 Third Street</td> </tr> <tr> <td>City, State, Zip</td> <td>Corning, CA 96021</td> </tr> <tr> <td>Employer Identification Number</td> <td>94-6000317</td> </tr> <tr> <td>AIP Number (From Grant, e.g. 3-04-0555-001-2005)</td> <td>3-06-0053-009-2021</td> </tr> <tr> <td>AIP Contract Number (From Grant, e.g. DTF408-06-C-31999)</td> <td>NA</td> </tr> </table>                                                                                                                                                                                                                                                |                                                     |                   |   |              |              |          |                |                    |                         | Sponsor Name          | City of Corning                                     | Airport Name | Corning Municipal Airport | Address | 794 Third Street | City, State, Zip | Corning, CA 96021 | Employer Identification Number | 94-6000317 | AIP Number (From Grant, e.g. 3-04-0555-001-2005)            | 3-06-0053-009-2021 | AIP Contract Number (From Grant, e.g. DTF408-06-C-31999) | NA |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------|---|--------------|--------------|----------|----------------|--------------------|-------------------------|-----------------------|-----------------------------------------------------|--------------|---------------------------|---------|------------------|------------------|-------------------|--------------------------------|------------|-------------------------------------------------------------|--------------------|----------------------------------------------------------|----|--|--|--|--|--|--|-----------------------------------|----------|--|--|--|--|--|--|--|--|------------------|-------------|--|--|--|--|--|--|--|--|--------------------|---|--|--|--|--|--|--|--|--|------------------------------------------------|-----------------------|--|--|--|--|--|--|--|--|------------------------------------------------|----------|--|--|--|--|--|--|--|--|----------------------------------------------|----------|--|--|--|--|--|--|--|--|
| Sponsor Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | City of Corning                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Airport Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Corning Municipal Airport                           |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 794 Third Street                                    |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| City, State, Zip                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Corning, CA 96021                                   |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Employer Identification Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 94-6000317                                          |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| AIP Number (From Grant, e.g. 3-04-0555-001-2005)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 3-06-0053-009-2021                                  |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| AIP Contract Number (From Grant, e.g. DTF408-06-C-31999)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | NA                                                  |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| <table border="0"> <tr> <td>Project Description</td> <td colspan="9">Airport Pavement Maintenance Management Plan (PMMP)</td> </tr> <tr> <td>Percent Federal Participation Rate (From Grant, e.g. .8059)</td> <td colspan="9">100.00%</td> </tr> <tr> <td>Maximum Grant Amount (From Grant)</td> <td colspan="9">\$35,000</td> </tr> <tr> <td>Delphi Invoice #</td> <td colspan="9">004-009-001</td> </tr> <tr> <td>Pay Request Number</td> <td colspan="9">1</td> </tr> <tr> <td>Is the AIP project financially complete? (Y/N)</td> <td colspan="9">N Partial Pay Request</td> </tr> <tr> <td>Period covered by this report from: (mm/dd/yy)</td> <td colspan="9">06/14/21</td> </tr> <tr> <td>Period covered by this report to: (mm/dd/yy)</td> <td colspan="9">08/31/21</td> </tr> </table> |                                                     |                   |   |              |              |          |                |                    |                         | Project Description   | Airport Pavement Maintenance Management Plan (PMMP) |              |                           |         |                  |                  |                   |                                |            | Percent Federal Participation Rate (From Grant, e.g. .8059) | 100.00%            |                                                          |    |  |  |  |  |  |  | Maximum Grant Amount (From Grant) | \$35,000 |  |  |  |  |  |  |  |  | Delphi Invoice # | 004-009-001 |  |  |  |  |  |  |  |  | Pay Request Number | 1 |  |  |  |  |  |  |  |  | Is the AIP project financially complete? (Y/N) | N Partial Pay Request |  |  |  |  |  |  |  |  | Period covered by this report from: (mm/dd/yy) | 06/14/21 |  |  |  |  |  |  |  |  | Period covered by this report to: (mm/dd/yy) | 08/31/21 |  |  |  |  |  |  |  |  |
| Project Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Airport Pavement Maintenance Management Plan (PMMP) |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Percent Federal Participation Rate (From Grant, e.g. .8059)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 100.00%                                             |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Maximum Grant Amount (From Grant)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$35,000                                            |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Delphi Invoice #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 004-009-001                                         |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Pay Request Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1                                                   |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Is the AIP project financially complete? (Y/N)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | N Partial Pay Request                               |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Period covered by this report from: (mm/dd/yy)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 06/14/21                                            |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Period covered by this report to: (mm/dd/yy)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 08/31/21                                            |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Vendor/Class/Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Contract                                            | Previous Payments | X | Invoice #    | Invoice Date | Due Date | Invoice Amount | AIP Eligible Costs | Non-Participating Costs | AIP Share             |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Administrative expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$500.00                                            |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Road and Associates (IFE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$1,600.00                                          |                   | X | 004-003      | 04/29/21     | 05/29/21 | \$1,600.00     | \$1,600.00         |                         | \$1,600.00            |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Engineering - Design & Planning Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Armstrong Consultants, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$32,900.00                                         |                   | X | 21-216746-01 | 08/31/21     | 09/30/21 | \$12,377.50    | \$12,377.50        |                         | \$12,377.50           |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Construction Phase Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Construction                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Total cumulative to date (sum of lines a through m)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$35,000.00                                         |                   |   |              |              |          | \$13,977.50    | \$13,977.50        |                         | \$13,977.50           |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| AIP payments previously requested                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                     |                   |   |              |              |          |                |                    |                         | \$13,977.50           |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Amount requested for reimbursement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                     |                   |   |              |              |          |                |                    |                         | 40%                   |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Percentage of financial completion of project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| X = Current Invoice Submittal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Certification                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                     |                   |   |              |              |          |                |                    |                         |                       |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Signature of Authorized Certifying Official                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     |                   |   |              |              |          |                |                    |                         | Date Report Submitted |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |                   |   |              |              |          |                |                    |                         | 08/31/21              |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Typed or Printed Name and Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                     |                   |   |              |              |          |                |                    |                         | Telephone             |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |
| Robin Kampmann, P.E., Public Works Director / City Engineer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                     |                   |   |              |              |          |                |                    |                         | 530-824-7029          |                                                     |              |                           |         |                  |                  |                   |                                |            |                                                             |                    |                                                          |    |  |  |  |  |  |  |                                   |          |  |  |  |  |  |  |  |  |                  |             |  |  |  |  |  |  |  |  |                    |   |  |  |  |  |  |  |  |  |                                                |                       |  |  |  |  |  |  |  |  |                                                |          |  |  |  |  |  |  |  |  |                                              |          |  |  |  |  |  |  |  |  |

**OUTLAY REPORT AND REQUEST FOR  
REIMBURSEMENT FOR  
CONSTRUCTION PROGRAMS**

**1. TYPE OF REQUEST**

☐ FINAL  
☒ PARTIAL

**2. BASIS OF REQUEST**

☐ CASH  
☒ ACCRUAL

**3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL  
ELEMENT TO WHICH THIS REPORT IS SUBMITTED**

FAA - DOT

**4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER  
ASSIGNED BY FEDERAL AGENCY**

3-06-0053-009-2021

**5. PARTIAL PAYMENT REQUEST  
NUMBER FOR THIS REQUEST**

1

**6. EMPLOYER IDENTIFICATION  
NUMBER**

94-6000317

**7. FINANCIAL ASSISTANCE  
IDENTIFICATION NUMBER**

**8. PERIOD COVERED BY THIS REQUEST**

From: 06/14/2021 To: 08/31/2021

**9. RECIPIENT ORGANIZATION**

Name: City of Corning

Street1: 794 Third Street

Street2:

City: Corning

County:

State: CA: California

Province:

Country: USA: UNITED STATES

ZIP / Postal Code: 96021

**10. PAYEE (Where check is to be sent if different than item 9)**

Name:

Street1:

Street2:

City:

County:

State:

Province:

Country:

ZIP / Postal Code:

11.

## STATUS OF FUNDS

| CLASSIFICATION                                       | PROGRAMS     | FUNCTIONS | ACTIVITIES | TOTAL        |
|------------------------------------------------------|--------------|-----------|------------|--------------|
|                                                      | (a)          | (b)       | (c)        |              |
| a. Administrative expense                            | \$ 1,600.00  | \$        | \$         | \$ 1,600.00  |
| b. Preliminary expense                               |              |           |            |              |
| c. Land, structures, right-of-way                    |              |           |            |              |
| d. Architectural engineering basic fees              | 12,377.50    |           |            | 12,377.50    |
| e. Other architectural engineering fees              |              |           |            |              |
| f. Project inspection fees                           |              |           |            |              |
| g. Land development                                  |              |           |            |              |
| h. Relocation expense                                |              |           |            |              |
| i. Relocation payments to individuals and businesses |              |           |            |              |
| j. Demolition and removal                            |              |           |            |              |
| k. Construction and project improvement cost         |              |           |            |              |
| l. Equipment                                         |              |           |            |              |
| m. Miscellaneous cost                                |              |           |            |              |
| n. Total cumulative to date (sum of lines a thru m)  | 13,977.50    |           |            | 13,977.50    |
| o. Deductions for program income                     |              |           |            |              |
| p. Net cumulative to date (line n minus line o)      | 13,977.50    |           |            | 13,977.50    |
| q. Federal share to date                             | 13,977.50    |           |            | 13,977.50    |
| r. Rehabilitation grants (100% reimbursement)        |              |           |            |              |
| s. Total Federal share (sum of lines q and r)        | 13,977.50    |           |            | 13,977.50    |
| t. Federal payments previously requested             |              |           |            |              |
| u. Amount requested for reimbursement                | \$ 13,977.50 | \$        | \$         | \$ 13,977.50 |
| v. Percentage of physical completion of project      | 40.00 %      | %         | %          | 40.00 %      |



12. CERTIFICATION

I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.

a. RECIPIENT

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

[Redacted Signature]

DATE REPORT SUBMITTED

08/31/2021

TYPED OR PRINTED NAME AND TITLE

Prefix: Ms. First Name: Robin Middle Name: Last Name: Kampmann Suffix: Title: Public Works Director/City Engineer

TELEPHONE (Area code, number, and extension)

530-824-7029

b. REPRESENTATIVE CERTIFYING TO LINE 11V

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

[Redacted Signature]

DATE SIGNED

[Redacted Date]

TYPED OR PRINTED NAME AND TITLE

Prefix: First Name: Middle Name: Last Name: Suffix: Title:

TELEPHONE (Area code, number, and extension)

[Redacted Telephone Number]

ITEM NO.: J-11

**AWARD PROFESSIONAL SERVICE  
AGREEMENT FOR GRANT & PROGRAM  
ADMINISTRATION SERVICES FOR THE  
COMMUNITY DEVELOPMENT BLOCK GRANT  
FUND CV2 AND CV3 FUNDS TO SILK  
CONSULTING GROUP**

September 28, 2021

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER**  
**LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER**

**BACKGROUND:**

On July 27, 2021 City Council authorized City Staff to seek a "Request for Proposals" (RFP) for a contract Grant and Program Administrator to administer the Community Development Block Grant (CDBG) CV-2 and CV-3 funds. These funds are incredibly onerous to manage, and a Consultant experienced in managing and implementing CDBG Programs will ensure the grant is administered following all compliance protocols and reporting requirements. The City received one response to the RFP from Silk Consulting Group in the amount of \$46,000. Staff evaluated SiLK Consulting Group's proposal and recommend the City enter into the attached agreement with SiLK Consulting Group to provide grant and program administration services as further described in the Scope of Work.

**HISTORY:**

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for CDBG Coronavirus Aid, Relief, and Economic Security (CDBG-CV1) funds on June 5, 2020 for \$18.7 million in funds. Additional funding has been made available to the Department and will be allocated to the Cities and Counties. The NOFA was released in late December. The State has received a total \$113,263,490 in CV2, and \$18,031,478 in CV3 funding. The City of Corning has been allocated \$281,839.

On January 26, 2021 a Public Hearing was held to gather information regarding the needs of the community and business community. During the Public Hearing, Staff made suggestions based on eligible activities. At the February 23, 2021 City Council meeting the City Council chose to spend the funds as follows:

1. \$200,000 for utility payment assistance for those financially impacted by the COVID-19 pandemic, and
2. \$81,839 to support infrastructure costs for the Homeless Navigation Center.

The City was awarded funding in the amount of \$200,000 for a Utility Payment Assistance Program.

**COST ANALYSIS:**

The City is eligible to receive up to \$281,839 based on a formula provided by HCD, of which \$200,000 is allocated to the Utility Subsistence Payment Program. Of that amount, approximately 13% (\$26,000) is allocated towards grant administration, which will include the Consultant's cost for administering the grant. An additional \$20,000 is allocated to program administration for a total grant and program administration cost of \$46,000.

There is no impact to the General Fund.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AWARD PROFESSIONAL SERVICE AGREEMENT FOR GRANT & PROGRAM ADMINISTRATION SERVICES FOR THE CDBG FUND CV2 & CV3 FUNDS TO SILK CONSULTING GROUP IN AN AMOUNT OF \$95/HOUR, NOT TO EXCEED \$46,000.**

## **AGREEMENT BETWEEN THE CITY OF CORNING AND SILK CONSULTING GROUP**

---

This Agreement is entered into this 13<sup>th</sup> day of September 2021 by and between the **City of Corning ("City/Grantee")** and **SILK Consulting Group ("Subrecipient")**.

WHEREAS, the Grantee has applied for and received funds from the State of California under the Community Development Block Grant (CDBG) CV 2/3 program pursuant to the December 2020 CDBG-CV 2/3 Notice of Funding Availability (NOFA); and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**1. SUBRECIPIENT SCOPE OF SERVICE:**

During the term of this Agreement, Subrecipient shall perform the services identified in Exhibit A "Scope of Service" of this Agreement upon direction of the City Manager.

**2. RESPONSIBILITIES OF THE GRANTEE:**

Grantee shall compensate Subrecipient for said services pursuant to the "Scope of Service" identified in Exhibit A of this Agreement.

**3. COMPENSATION:**

Subrecipient shall be paid in accordance with the rates set forth in the Fee Schedule, attached hereto as Exhibit "B" after satisfactorily completing the duties described in this Agreement. The rates set forth in the Fee Schedule are inclusive of all other expenses. Reimbursement for actual travel expenses will not exceed the currently authorized rates and per diem for Grantee employees. The **Maximum Compensation** (including expense reimbursement) payable under this Agreement **shall not exceed \$26,000 for grant administration services and \$20,000 for program administration services**. Subrecipient shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Subrecipient shall have no claim against Grantee for payment of any compensation or reimbursement of any kind whatsoever, for any service provided by Subrecipient after the expiration or other termination of this Agreement. Subrecipient shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Subrecipient agrees that the Grantee has no obligation, whatsoever, to compensate or reimburse Subrecipient for any expenses, direct or indirect costs, expenditures, or charges of any nature by Subrecipient that exceed the Maximum Compensation amount set forth above. Should Subrecipient receive any such payment it shall immediately notify Grantee and shall immediately repay all such funds to Grantee. This provision shall survive the expiration or other termination of this Agreement.

**4. BILLING AND PAYMENT:**

On or before the 15<sup>th</sup> of each month, Subrecipient shall submit to Grantee an itemized invoice for all services rendered with sufficient detail to validate expenditures, as well as expense reimbursement requested, during the preceding calendar month. Grantee shall make payment of all undisputed amounts within 30-days of receipt of

Subrecipient's invoice. Grantee shall be obligated to pay only for services properly invoiced in accordance with this section.

The Subrecipient shall submit to the Grantee requests for payments of activities under this Agreement and consistent with the approved budget. Each Request for Payment shall be broken down into requested draws against the budget line items specified in the Agreement between the Grantee and HCD.

The Grantee shall pay to the Subrecipient CDBG-CV 2/3 funds available under this Agreement based upon information submitted by the Subrecipient for allowable costs permitted under this Agreement and consistent with the approved budget.

**5. TERM OF AGREEMENT:**

This Agreement shall commence on the date of signing and shall terminate two (2) years from the date of signing, unless terminated in accordance with section 6 below. Upon mutual agreement of the parties, this Agreement may be extended for two (2) one-year periods of time.

**6. TERMINATION OF AGREEMENT:**

If Subrecipient fails to perform his/her duties to the satisfaction of the Grantee, or if Subrecipient fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Subrecipient violates any of the terms or provisions of this Agreement, then the Grantee shall have the right to terminate this Agreement effective immediately upon the Grantee giving written notice thereof to the Subrecipient. Either party may terminate this Agreement on 30-days' written notice. Grantee may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased; or should the Corning City Council fail to appropriate sufficient funds for this Agreement in any fiscal year.

The Grantee's right to terminate this Agreement may be exercised by the City Manager.

**7. ENTIRE AGREEMENT: MODIFICATION:**

This Agreement for the services specified herein supersedes all previous Agreements for these services and constitutes the entire understanding between the parties hereto. Subrecipient shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Subrecipient specifically acknowledges that in entering into and executing this Agreement, Subrecipient relies solely upon the provisions contained in this Agreement and no other oral or written representation.

**8. NONASSIGNMENT OF AGREEMENT:**

Inasmuch as this Agreement is intended to secure the specialized services of Subrecipient, Subrecipient may not assign, transfer, delegate or sublet any interest herein without prior written consent of the Grantee.

**9. EMPLOYMENT STATUS:**

Subrecipient shall, during the entire term of this Agreement, be construed to be an Independent Subrecipient and nothing in this Agreement is intended or shall be construed to create an employer – employee relationship, a joint venture relationship, or to allow Grantee to exercise discretion or control over the professional manner in which Subrecipient performs the services which are the subject matter of this

Agreement; provided always, however, that the services to be provided by Subrecipient shall be provide din a manner consistent with the professional standards applicable to such services. The sole interest of the Grantee is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subrecipient shall be fully responsible for payment of all taxes due to the State of California or the Federal Government, which would be withheld from compensation of Subrecipient, if Subrecipient were a Grantee Employee. Grantee shall not be liable for deductions for any amount for any purpose from Subrecipient's compensation. Subrecipient shall not be eligible for coverage under Grantee's Workers Compensation Insurance Plan, nor shall Subrecipient be eligible for any other Grantee benefit.

**10. INDEMNIFICATION:**

Subrecipient shall defend, hold harmless, and indemnify the Grantee of Corning, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of Grantee), damages, judgements, or decrees by reason of any person's or persons' injury, including death, or property (including property of Grantee) being damaged, arising out of Subrecipient's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, whether by negligence or otherwise. Subrecipient shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Subrecipient shall also defend any indemnify Grantee against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the Grantee with respect to Subrecipient's "Independent Subrecipient" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

**11. INSURANCE:**

Subrecipient shall procure and maintain insurance pursuant to Exhibit "C", "Insurance Requirements for Subrecipient" attached hereto and incorporated by reference.

**12. PREVAILING WAGE:**

Subrecipient certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Subrecipient agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to that extent that such laws apply. If applicable, Grantee will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code Section 1773 at its principal office and will make this information available to any interested part upon request. Subrecipient shall defend, indemnify, and hold the Grantee, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Subrecipient or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Subrecipient specifically

acknowledges that Grantee has not affirmatively represented to Subrecipient in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Subrecipient hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code Section 1781.

**13. NON-DISCRIMINATION:**

Subrecipient shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religion, color, national origin, ancestry, disability, , familial status, medical condition, marital status, sex, age, source of income, or gender identity and gender expression.

**14. GREEN PROCUREMENT POLICY:**

The Grantee supports recycling and waste reduction and promotes the purchase of products made with recycled materials when product fitness and quality are equal, and they are available at no more than the total cost of non-recycled products. Subrecipient is encouraged to conform to this policy.

**15. COMPLIANCE WITH LAWS AND REGULATIONS:**

All services to be performed by Subrecipient under this Agreement shall be performed in accordance with all applicable Federal, State, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the Grantee immediately.

**16. LAW AND VENUE:**

This Agreement shall be deemed to be made in, and shall be governed by, and construed in accordance with the law of the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). Venue for any action arising from this Agreement shall be in Corning, California.

**17. AUTHORITY:**

Each party executing this Agreement, and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

**18. NOTICES:**

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

**IF TO GRANTEE:**

City of Corning  
Attn: City Manager  
794 Third Street  
Corning, CA 96021

**IF TO SUBRECIPIENT:**

SiLK Consulting Group  
Attn: Suzi Kochems  
105 Shasta Street  
Orland, CA 95963

Notice shall be deemed to be effective two days after mailing.

**19. NON-EXCLUSIVE AGREEMENT:**

Subrecipient understands that this is not an exclusive Agreement, and the Grantee shall have the right to negotiate with and enter into Agreements with others providing the same or similar services to those provided by Subrecipient, or to perform such services with Grantee's own forces, as Grantee desires.

**20. OWNERSHIP OF DOCUMENTS:**

All documents, notes, reports, electronic storage media, plans or any other materials produced by Subrecipient during the term of this Agreement for any purpose related to the Agreement shall become the property of the Grantee. Subrecipient shall deliver, upon full payment by the Grantee for services rendered hereunder, all such materials to Grantee.

**21. DOCUMENTS AND RETENTION:**

- A. Subrecipient and Grantee agree to retain all financial records, supporting documents, statistical records and all other Subrecipient records pertinent to this Agreement for the longer of 3 years after the expiration or termination of this Agreement, or 3 years after the submission of the Grantee's annual performance and evaluation report in which the specific activity is reported on for the final time. Upon request, Subrecipient shall make available these records to the Grantee, State, or Federal Government Representatives.
- B. Subrecipient shall provide Grantee all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Subrecipient pursuant to this Agreement, should this Agreement be terminated.
- C. Subrecipient shall develop and maintain records concerning the services provided pursuant to this Agreement. Subrecipient shall also provide all information necessary for quarterly reports or other reports required by Grantee, State, or the Federal Government. Subrecipient shall fully cooperate with the Grantee in providing any information needed by any governmental entity concerning this Agreement.

**22. SEXUAL HARASSMENT:**

Subrecipient shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**23. CONFLICT OF INTEREST:**

Subrecipient and Subrecipient's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

**24. PERFORMANCE MONITORING & REPORTING:**

**A. Monitoring**

The Grantee shall monitor the performance of the Subrecipient as necessary and in accordance with regulations on Subrecipient Monitoring and Management, 2 CFR 200.330-2 CFR 200.332, to ensure Subrecipient compliance with all of the requirements of this Agreement including the timeframes and performance goals

associated with the activities. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within 30 days after being notified by the Grantee, the Grantee may impose additional conditions on the Subrecipient and its use of CDBG-CV funds consistent with 2 CFR 200.207, suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted under 2 CFR 200.338.

**B. Reporting**

The Subrecipient shall submit quarterly and annual progress and financial reports the California Department of Housing and Community Development (HCD) per the Agreement between HCD and the Grantee.

**25. OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND THE TERMS AND CONDITIONS OF THE FEDERAL AWARD:**

The CDBG CV 2/3 funds available to the Subrecipient through this Agreement constitutes a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This Agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

**A. General Compliance**

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 194, as amended, and the regulations at 24 CFR, part 570, as modified by the Federal Register notices that govern the use of CDBG-CV 2/3 funds available under this Agreement. Notwithstanding the foregoing, (1) the subrecipient does not assume any of the Grantee's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-CV 2/3 funds in complying with its obligations under this Agreement, regardless of whether CDBG-CV 2/3 funds are made available to the Subrecipient on an advance or reimbursement basis.

**B. Duplication of Benefits**

The Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Act and described in the Appropriations Act. The Subrecipient shall carry out the activities under this Agreement in compliance with the Grantee's procedures to prevent duplication of benefits.



**26. DRUG-FREE WORKPLACE:**

The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.

**27. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS UNDER FEDERAL AWARDS:**

The Subrecipient shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

**A. Financial & Program Management:**

The Subrecipient shall expend and account for all CDBG-CV funds received under this Agreement in accordance with 2 CFR part 200, including subpart D.

**B. Cost Principles:**

Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this Agreement, except for the following:

- (i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.
- (ii) Fines penalties, damages, and other settlements are unallowable costs to the CDBG program.
- (iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);
- (iv) Organization costs (2 CFR 200.455); and
- (v) Pre-Award Costs, as limited by this agreement.

**C. Close-out:**

The Subrecipient shall closeout its use of the CDBG-CV 2/3 funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds.

**28. LOBBYING CERTIFICATION**

The Subrecipient hereby certifies that:

- (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee

of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (iii) It shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **29. RELIGIOUS ACTIVITIES:**

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship religious instruction or proselytization.

## **30. ENVIRONMENTAL CONDITIONS:**

### **A. Prohibition on Choice Limiting Activities Prior to Environmental Review:**

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

### **B. Air and Water:**

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308

of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

**C. Flood Disaster Protection:**

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-CV award.

**D. Lead-Based Paint:**

The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this Agreement.

**E. Historic Preservation:**

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**IN WITNESS WHEREOF**, City and Subrecipient have executed this Agreement on the day and year set forth below.

**Grantee/City of Corning:**

**Subrecipient:**

\_\_\_\_\_  
**Kristina Miler, City Manager**

\_\_\_\_\_  
**Suzi Kochems, CEO/Principal**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**Approved as to form:**

**ATTEST:**

\_\_\_\_\_  
**Collin Bogener, City Attorney**

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

## **Exhibit A**

### **SCOPE OF SERVICE**

#### **I. SCOPE OF SERVICE:**

##### **A. Activities:**

The Subrecipient shall be responsible for administering a CDBG-CV 2/3 Subsistence Payment Relief Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such Program will include the following activities eligible under the Community Development Block Grant program:

##### **Grantee Program Delivery & General Administration Activities include:**

**Task 1:** Program Administrator Draft Application Guidelines

Deliverable: Draft Application Guidelines.

Date of Completion: November 15, 2021

**Task 2:** Program Administrator Draft Application utilizing the HCD template and makes modifications where needed.

Deliverable: Draft Application.

Date of Completion: December 15, 2021

**Task 3:** Grant and Program Administrator analysis of Application and Application Guidelines to ensure equity in access to service, quality of service provision and desired outcomes in programs for protected classes that have been historically marginalized and disproportionately impacted by poverty, homelessness, and COVID-19.

Deliverable: Draft Final Application and Guidelines.

Date of Completion: December 31, 2021

**Task 4:** Grant Administrator Review Draft Application Guidelines for compliance with CV-2 and CV3 requirements.

Deliverable: Final Application Guidelines.

Date of Completion: January 7, 2022

**Task 5:** Grant Administrator Review Draft Application for compliance with CV-2 and CV3 requirements.

Deliverable: Final Application.

Date of Completion: January 7, 2022

**Task 6:** Translate Application and Application Guidelines into Spanish.

Deliverable: Translated Final Application and Application Guidelines.

Date of Completion: January 14, 2022

**Task 7:** Develop website for application to be submitted online that can be accessed via a mobile phone. Applications will also be available to be submitted by hard copy to the Grantee

Deliverable: Website.

Date of Completion: February 15, 2022

**Task 8:** Program Administrator develops Marketing Plan that identifies how the program will be marketed and made accessible to race and ethnic minorities, persons with limited English proficiency, persons with a disability, seniors, large families, single parent households, and any other groups that may have accessibility or availability challenges. Marketing plans should clearly state how the jurisdiction will prevent discrimination in the implementation of the program.

Deliverable: Marketing Plan.

Date of Completion: January 7, 2022

**Task 9:** Implementation of Marketing Plan.

Deliverable: Advertisements and outreach.

Date of Completion: January 10, 2022

**Task 10:** Open Application Period.

Deliverable: Applications being accessed.

Date of Completion: January 14, 2022

**Task 11:** Operate 6 days of bilingual technical assistance available to assist residents in completing application at the local Library using library computers and internet access. At least 2 days will be offered in the evening and 2 days on the weekend.

Deliverable: Sign in sheets of those that utilized technical assistance available at Library.

Date of Completion: February 13, 2022- October 1, 2022

**Task 12:** Close Application Period.

Deliverable: All applications received.

Date of Completion: November 1, 2022

**Task 13:** Review of applications to meet minimum guidelines.

Deliverable: All eligible applications in hand.

Date of Completion: November 1, 2022

**Task 14:** Complete lottery of all applications that meet minimum guidelines, if more applications are received than funding allows.

Deliverable: All awarded applicants.

Date of Completion: December 8, 2022

**Task 15:** Program Administrator to receive background documentation from applicants, where required to support initial application.

Deliverable: Full Applications with all supporting documentation in hand.

Date of Completion: January 8, 2023

**Task 16:** Program Administrator provides final grant award information to Grantee to make payments directly to utility providers on behalf of the applicant.

Deliverable: Final Grant Award information provided to Grantee.

Date of Completion: March 1, 2023

**Task 17:** Grantee Finance Department makes payment directly to utility providers on behalf of the applicant.

Deliverable: Grantee issues payments to utility providers.

Date of Completion: May 1, 2023

**Task 18:** Grant Administrator Completes all required reporting to close out CDBG CV2 and 3 and requests final reimbursement.

Deliverable: Final Report and Final Payment Request.

Date of Completion: August 1, 2023

**B. National Objectives:**

All activities funded with CDBG- CV 2/3 funds must meet the criteria for one of the CDBG Program's National Objectives.

The Subrecipient certifies that the activities carried out under this agreement shall meet the following national objectives and satisfy the following criteria:

1. LMI Area (LMA)
2. LMI Limited Clientele

**C. Levels of Accomplishment-Performance Goals and Timelines:**

The Subrecipient shall complete the activities required under this Agreement in accordance with the following timeframes and performance goals associated with the activity:

| Activity           | Performance Goal | Timeframe for Completion of Performance Goal |
|--------------------|------------------|----------------------------------------------|
| Utility Assistance | 230 persons      | March 1, 2023                                |

## **Exhibit B**

### **FEE SCHEDULE**

Subrecipient shall invoice the Grantee based on time and materials at an hourly rate of \$95 per hour. The Maximum Compensation (including expense reimbursement) payable under this Agreement shall not exceed \$26,000 for grant administration services and \$20,000 for program administration services.

## **Exhibit C**

### **INSURANCE REQUIREMENTS FOR SUBRECIPIENT**

Subrecipient shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Subrecipient, his/her agents, representatives, employees, or subcontractors. At a minimum, Subrecipient shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described below.

#### **Commercial General Liability (Including operations, products, and completed operations):**

- \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

#### **Automobile Liability:**

- Automobile liability insurance is required with minimum limits of \$300,000 per accident for bodily injury and \$50,000 for property damage per accident, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this Agreement.

#### **Workers' Compensation:**

- If Subrecipient has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Subrecipient and Subrecipient's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

#### **Professional Liability (Subrecipient/Professional services standard agreement only):**

- If Subrecipient is a State-licensed Architect, Engineer, Subrecipient, Counselor, Attorney, Accountant, Medical Provider, and/or other professional licensed by the State of California to practice a profession, Subrecipient shall provide and maintain in full force and effect while providing services pursuant to this Contract a Professional Liability Policy (also known as Errors and Omissions or Malpractice Liability Insurance) with simple limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the Policy shall be endorsed to provide coverage for at least three years from termination of Agreement.

If Subrecipient maintains higher limits than the minimums shown above, Grantee shall be entitled to coverage for the higher limits maintained by Subrecipient.

All such insurance coverage, except Professional Liability Insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.



**Endorsements: Additional Insureds:**

- The commercial General Liability and Automobile Liability Policies shall include, or be endorsed to include "Grantee of Corning, its elected officials, officers, employees and volunteers" as an additional insured. The certificate holder shall be "Grantee of Corning."

**Deductibles and Self-Insured Retention:**

- Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the Grantee. The deductible and/or self-insured retentions will not limit or apply to Subrecipient's liability to Grantee and will be the sole responsibility of Subrecipient.

**Primary Insurance Coverage:**

- For any claims related to this project, Subrecipient's insurance coverage shall be primary insurance as respects the Grantee, its Officers, Officials, Employees, and Volunteers. Any insurance or self-insurance maintained by the Grantee, its Officers, Officials, Employees, or Volunteers shall be excess of Subrecipient's insurance and shall not contribute with it.

**Coverage Cancellation:**

- Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the Grantee".

**Acceptability of Insurers:**

- Subrecipient's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A: VII unless otherwise acceptable to the Grantee. The Grantee reserves the right to require rating verification. Subrecipient shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

**Subcontractors:**

- Subrecipient shall require and verify that all Subcontractors maintain insurance that meets all the requirements stated herein.

**Material Breach:**

- If for any reason, Subrecipient fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. Grantee, in its sole option, may terminate the Contract and obtain damages from Subrecipient resulting from breach. Alternatively, Grantee may purchase such required insurance coverage, and without further notice to Subrecipient, Grantee may deduct from sums due to Subrecipient any premium costs advanced by Grantee for such insurance.

**Policy Obligations:**

- Subrecipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**Verification of Coverage:**

- Subrecipient shall furnish Grantee with original Certificates and Endorsements effecting coverage required herein. All Certificates and Endorsements shall be

received and approved by the Grantee prior to Grantee signing the Agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The Grantee reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

ITEM NO.: J-12

**AUTHORIZE PAYMENT OF INVOICE  
#22233 IN THE AMOUNT OF \$6,252.78 TO  
R.E.Y. ENGINEERS FOR THE WEST  
STREET SCHOOL CONNECTIVITY  
PROJECT ENGINEERING AND  
ENVIRONMENTAL SERVICES**

**September 28, 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 #22233 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$6,252.78. This will be the first payment for this contract.

A summary of work completed between August 1<sup>st</sup> to August 30<sup>th</sup> is attached to the invoice.

**BACKGROUND:**

On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the West Street School Connectivity Project to R.E.Y. Engineers in the amount of \$190,000.00.

**FUNDING:**

The City of Corning was awarded an ATP Grant for the West Street School Connectivity Project in the amount of \$1,304,000.00 to prepare plans, and to construct new sidewalks, curbs, gutters, and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #22233 IN THE AMOUNT  
OF \$6,252.78 TO R.E.Y. ENGINEERS FOR THE WEST STREET SCHOOL CONNECTIVITY  
PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES**



R.E.Y. ENGINEERS, INC.

Civil Engineers | Land Surveyors | LiDAR

905 Sutter Street, Suite 200  
Folsom, CA 95630

City of Corning  
794 Third Street  
Corning, CA 96021

Invoice number 22233  
Date 09/20/2021

Project: 1804.001 West Street School Connectivity  
Scope of Work: Project No. 118-77727-9007 / ATPSBIL-5161(017)

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Professional services through August 31, 2021

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| Description                                   | Contract Amount | Percent Compl | Total Billed | Prior Billed | Current Billed |
|-----------------------------------------------|-----------------|---------------|--------------|--------------|----------------|
| 1 Project Approval and Environmental Document | 30,000.00       | 18.08         | 5,422.56     | 0.00         | 5,422.56       |
| 2 Plans, Specifications, and Estimates        | 145,000.00      | 0.00          | 0.00         | 0.00         | 0.00           |
| 3 Right of Way                                | 15,000.00       | 0.00          | 0.00         | 0.00         | 0.00           |
| 4 Utility A Letters                           | 0.00            | 100.00        | 830.22       | 0.00         | 830.22         |
| Total                                         | 190,000.00      | 3.28          | 6,252.78     | 0.00         | 6,252.78       |

Invoice total 6,252.78

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current  | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|----------|---------|---------|---------|----------|
| 22233          | 09/20/2021   | 6,252.78    | 6,252.78 |         |         |         |          |
|                | Total        | 6,252.78    | 6,252.78 | 0.00    | 0.00    | 0.00    | 0.00     |



REY ENGINEERS, INC.  
CIVIL ENGINEERS | LAND SURVEYORS | LIDAR

September 17, 2021

City of Corning  
794 Third Street  
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: West Street Elementary School Connectivity Project  
Period: August 1 – August 31, 2021

Work Performed This Period:

- Project Approval and Environmental Document
  - Project Management
    - Contracting
    - Kick-off meeting and minutes
  - Environmental Services
    - Project description
    - Prepare Notice of Exemption
  - Prepare CTC allocation request
  - Plan sheet setup
  - Correspondence with in-road pedestrian lighting suppliers
  - Correspondence with PG&E regarding electric service for in-road lights (inconclusive)
  - Schedule update to reflect October CTC hearing for PS&E
- Additional Tasks
  - Utility A Letters - Prepared and sent out Utility A Letters (\$830)

Work Anticipated for Next Period and Beyond:

- Preliminary Design
  - Topographic Survey and Base Mapping
  - Procure record maps from County Surveyor
  - Horizontal design

Issues / Concerns:

- None identified at this time

Budget Status:

- Project is operating within budget.

Budget Summary:

| Description                                   | Contract Amount     | Percent Complete | Total Billed      |
|-----------------------------------------------|---------------------|------------------|-------------------|
| 1 Project Approval and Environmental Document | \$30,000.00         | 18.08%           | \$5,422.56        |
| 2 Plans, Specifications and Estimates         | \$145,000.00        | 0%               | \$0.00            |
| 3 Right of Way                                | \$15,000.00         | 0%               | \$0.00            |
| <b>Additional Tasks</b>                       |                     |                  |                   |
| 4 Utility A Letters                           |                     | 100%             | \$830.22          |
| <b>Total</b>                                  | <b>\$190,000.00</b> | <b>3.28%</b>     | <b>\$6,252.78</b> |

Submitted By,

Aaron Brusatori, PE

**ITEM NO.: J-13  
AUTHORIZE PAYMENT OF INVOICE  
#22234 IN THE AMOUNT OF \$4,039.18 TO  
R.E.Y. ENGINEERS FOR THE OLIVE  
VIEW SCHOOL CONNECTIVITY  
PROJECT ENGINEERING AND  
ENVIRONMENTAL SERVICES**

**September 28, 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 #22234 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$4,039.18. This will be the first payment for this contract.

A summary of work completed between August 1<sup>st</sup> to August 30<sup>th</sup> is attached to the invoice.

**BACKGROUND:**

On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the Olive View School Connectivity Project to R.E.Y. Engineers in the amount of \$175,000.00.

**FUNDING:**

The City of Corning was awarded an ATP Grant for the Olive Street School Connectivity Project in the amount of \$1,118,000.00 to prepare plans, and to construct new sidewalks, curbs, gutters, and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #22234 IN THE AMOUNT OF \$4,039.18 TO R.E.Y. ENGINEERS FOR THE OLIVE VIEW SCHOOL CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES**



**R.E.Y. ENGINEERS, INC.**

Civil Engineers | Land Surveyors | LiDAR

905 Sutter Street, Suite 200  
Folsom, CA 95630

City of Corning  
794 Third Street  
Corning, CA 96021

Invoice number 22234  
Date 09/20/2021

Project: 1804.002 Olive View School Connectivity  
Scope of Work: Project No. 118-77727-9006 / ATPSBIL-5161(018)

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Professional services through August 31, 2021

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| Description                                   | Contract Amount | Percent Compl | Total Billed | Prior Billed | Current Billed |
|-----------------------------------------------|-----------------|---------------|--------------|--------------|----------------|
| 1 Project Approval and Environmental Document | 30,000.00       | 11.32         | 3,395.36     | 0.00         | 3,395.36       |
| 2 Plans, Specifications, and Estimates        | 133,000.00      | 0.00          | 0.00         | 0.00         | 0.00           |
| 3 Right of Way                                | 12,000.00       | 0.00          | 0.00         | 0.00         | 0.00           |
| 4 Utility A Letters                           | 0.00            | 100.00        | 643.82       | 0.00         | 643.82         |
| Total                                         | 175,000.00      | 2.30          | 4,039.18     | 0.00         | 4,039.18       |

Invoice total 4,039.18

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current  | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|----------|---------|---------|---------|----------|
| 22234          | 09/20/2021   | 4,039.18    | 4,039.18 |         |         |         |          |
|                | Total        | 4,039.18    | 4,039.18 | 0.00    | 0.00    | 0.00    | 0.00     |



R.E.Y. ENGINEERS, INC.  
CIVIL ENGINEERS | LAND SURVEYORS | LIDAR

September 17, 2021

City of Corning  
794 Third Street  
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: Olive View Elementary School Connectivity Project  
Period: August 1 – August 31, 2021

**Work Performed This Period:**

- Preliminary Engineering
  - Project Management
    - Contracting
    - Kick-off meeting and minutes
  - Environmental Services
    - Project description
    - Prepare Notice of Exemption
  - Prepare CTC allocation request
  - Plan sheet setup
  - Schedule update to reflect October CTC hearing for PS&E
- Additional Tasks
  - Utility A Letters – Prepared and sent out Utility A Letters (\$645)

**Work Anticipated for Next Period and Beyond:**

- Preliminary Design
  - Topographic Survey and Base Mapping
  - Procure record maps from County Surveyor
  - Horizontal design

**Issues / Concerns:**

- None identified at this time

**Budget Status:**

- Project is operating within budget.

**Budget Summary:**

| Description                                   | Contract Amount     | Percent Complete | Total Billed      |
|-----------------------------------------------|---------------------|------------------|-------------------|
| 1 Project Approval and Environmental Document | \$30,000.00         | 11.32%           | \$3,395.36        |
| 2 Plans, Specifications and Estimates         | \$133,000.00        | 0%               | \$0.00            |
| 3 Right of Way                                | \$12,000.00         | 0%               | \$0.00            |
| <b>Additional Tasks</b>                       |                     |                  |                   |
| 4 Utility A Letters                           |                     | 100%             | \$643.82          |
| <b>Total</b>                                  | <b>\$175,000.00</b> | <b>2.30%</b>     | <b>\$4,039.18</b> |

Submitted By,

Aaron Brusatori, PE