



**SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, OCTOBER 12, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

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

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. Conference with Real Property Negotiations pursuant to Government Code § 54956.8
Property: APN: 071-177-013-000
Agency Negotiator: Kristina Miller, City Manager
Negotiating Parties: Corning Senior Center
Under Negotiation: Terms of Lease

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



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, OCTOBER 12, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

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

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

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. Presentation: Robin Kampmann – Public Work/Engineering Consultant Presentation.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR: If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Commission will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Commission from taking formal action on the issue, however unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

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 September 28, 2021 City Council Closed Session and Regular Council Meeting with any necessary corrections:

4. October 6, 2021 Claim Warrant in the amount of \$483,156.52.

5. October 6, 2021 Business License Report.

6. September 2021 Wages & Salaries: \$367,981.46.

7. September 2021 Treasurer's Report.

8. September 2021 Building Permit Valuation Report in the amount of \$592,104.

9. September 2021 City of Corning Wastewater Operations Summary Report.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

10. Adopt Resolution 10-12-2021-01 authorizing the submittal of a State of California Small Community Drought Relief Grant in the amount of \$22,322,250 to fund 3 new wells and extend water mains and laterals within City Sphere of Influence.

11. Approve Agreement with MBIAH LLC, and Corning Union High School District for Restore Cross-Fit Program Implementation.

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, OCTOBER 8, 2021

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER



**SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, SEPTEMBER 28, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

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: 6:30 p.m. Mayor Snow reported that Staff was given direction in relation to a settlement.



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

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

C. PLEDGE OF ALLEGIANCE: Led by the City Manager

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. PROCLAMATION: October 2021, National Domestic Violence Awareness Month. Maggie Michael, Empower Tehama Domestic Violence Victims Advocate was present to accept the Proclamation.

2. Presentation: Dan Redding – City Building Official Presentation.

City Building Official Dan Redding provided a brief PowerPoint Presentation outlining the duties of his position and the responsibilities of his Department.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Corning Chamber of Commerce Manager Kristina Hale: Invited people to sign up for the Olive Festival Bed Races and provided information on the week-long Festival and the associated events.

Corning Disposal/Waste Management Representative Diana Ramirez: Reminded residents about the quarterly bulky item pickups and encouraged scheduling if needed; and provided information regarding latest recycling legislation and associated requirements.

City Manager Kristina Miller: Encouraged signups for the Olive Festival Bed Races.

She announced and outlined the State Grant available to assist with payment of up to 15 months of delinquent utility payments as a result of lost income due to COVID-19. She stated that although the City is currently working on a program utilizing the City's Community Development Block Grant (CDBG) CV2 & 3 Funds, the City's Program will only fund a three (3) month period with proof of lost income due to COVID-19. She then emphasized that Friday, October 1st is the deadline date for obtaining eviction protection.

She provided an update on COVID-19 within Tehama County stating the number of cases and deaths within the last 14 days and noting that local hospitals are full.

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.**

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

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

- 8. Approve Letter of Support for Paskenta Band of Nomlaki Indians application for the Community Air Grants Program.**

Presented by City Manager Kristina Miller who then introduced Tad Williams, Paskenta Band of Nomlaki Indians Public Works Manager who provided additional information on the grant to fund the proposed real time air monitors, their proposed locations, and confirming that there would be no cost to the City.

Councilor Demo moved to authorize the Mayor to sign a Letter of Support for the Paskenta Band of Nomlaki Tribe's application for the Community Air Grants Program. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Burnett, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

- 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.**

Presented by Public Work/Engineering Consultant Robin Kampmann. With no comments, Councilor Burnett moved authorize payment for invoice 21-216745-02 in the amount of \$46,200.45 under Task Order "B" to Armstrong Consultants, Inc. Councilor Demo seconded the

2. Presentation: Dan Redding – City Building Official Presentation.

City Building Official Dan Redding provided a brief PowerPoint Presentation outlining his daily duties and the responsibilities of his position.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

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She provided an update on COVID-19 within Tehama County stating the number of cases and deaths within the last 14 days and noting that local hospitals are full.

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6. **September 22, 2021, 2021 Business License Report.**
7. **Recommend appointment of Sandra Sehorn to the Corning Library Commission.**

Councilor Valerio moved to approve Consent Items 3-7; Councilor Burnett seconded the motion.

Ayes: Snow, Demo, Valerio, Burnett, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**I. PUBLIC HEARINGS AND MEETINGS: None.****J. REGULAR AGENDA:**

8. **Approve Letter of Support for Paskenta Band of Nomlaki Indians application for the Community Air Grants Program.**

Presented by City Manager Kristina Miller who then introduced Tad Williams, Paskenta Band of Nomlaki Indians Public Works Manager who provided additional information on the grant to fund the proposed real time air monitors, their proposed locations, and confirming that there would be not cost to the City.

Councilor Demo moved to authorize the Mayor to sign a Letter of Support for the Paskenta Band of Nomlaki Tribe's application for the Community Air Grants Program. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Burnett, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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.**

Presented by Public Work/Engineering Consultant Robin Kampmann. With no comments, Councilor Burnett moved authorize payment for invoice 21-216745-02 in the amount of \$46,200.45 under Task Order "B" to Armstrong Consultants, Inc. Councilor Demo seconded the

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

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.

Presented by Public Work/Engineering Consultant Robin Kampmann. With no comments, Councilor Hargens moved authorize payment for invoice 21-216746-01 in the amount of \$12,377.50 under Task Order "C" to Armstrong Consultants, Inc. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Burnett, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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.

Presented by City Manager Kristina Miller who stated that the City received only one response to our Request for Proposals. She stated that the City is eligible to receive up to \$281,839, of which, the City Council at the February 23, 2021 City Council meeting, allocated \$200,000 to the Utility Subsistence Payment Program to fund up to 3 months of delinquent utility bills as a result of COVID related lost income. Of that \$200,000, approximately 13% (\$26,000) is allocated towards grant administration which will include the Consultant's costs for administering the grant. An additional \$20,000 is allocated to program administration. She further stated that the remaining \$81,839 was allocated by the Council to support infrastructure costs for the Homeless Navigation Center in Red Bluff.

Councilor Demo moved to award the Professional Service Agreement for grant and program administration services for the CDBG Fund CV2 & CV3 funds to SILK Consulting Ground in an amount not to exceed \$46,000. Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Valerio, Burnett, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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.

Presented by Public Works/Engineering Consultant Robin Kampmann who updated the Council on the progress of this project more familiarly known as West Street "Safe Routes To School" Project. She stated that actual construction will not take place until spring/summer of 2022.

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

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.

Presented by Public Works/Engineering Consultant Robin Kampmann who stated that this is basically the same as the previous item only it is for the Olive View School Connectivity Project.

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

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None

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

Demo: Reported on the September 27th Tehama County Transportation Commission Meeting.

Burnett: Reported on Tehama County Solid Waste Management Agency Special Meeting at which they reviewed the Landfill Operators Contract. She also reported that the Corning Community Foundation approved a Corning Façade Improvement Program Grant for the Corning Harvest Christian Center

Hargens: None

Valerio: Reported on the Chamber of Commerce upcoming Olive Festival Events.

Snow: None

N. ADJOURNMENT!: 7:15 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: October 6, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday October 12, 2021 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 09-30-21	\$	170,434.37
B.	Payroll Disbursements	Ending 09-30-21	\$	51,221.03
C.	Cash Disbursements	Ending 10-06-21	\$	182,221.08
D.	Payroll Disbursements	Ending 10-06-21	\$	79,280.04

GRAND TOTAL \$ 483,156.52

REPORT.: Sep 30 21 Thursday
 RUN....: Sep 30 21 Time: 11:22
 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 Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031702	09/24/21	BLU01	BLUEGLOBES, LLC.	-63.60	004-31410u	Ck# 031702 Reversed
031795	09/22/21	SAN08	SANDERS, MYKALA	29.00	210922	REFUND-BUSINESS LICENSE FEE
031796	09/27/21	CEN18	CENTRAL VALLEY SALINITY C	770.00	210927	ANNUAL PERMIT-WWTP
031797	09/29/21	AIR00	AIRGAS USA, LLC	213.27	911804280	MAT & SUPPLIES-FIRE
031798	09/29/21	ARM02	ARMSTRONG	46200.45 12377.50	216745-02 216746-01	AIRPORT 21 TASK B-AIRPORT AIRPORT 21 TASK C-AIRPORT
			Check Total.....:	58577.95		
031799	09/29/21	BAS01	BASIC LABORATORY, INC	303.75	2109250	ProfServices Water Dept
031800	09/29/21	COM01	COMPUTER LOGISTICS, INC	3060.00	82775	EQUIP MAINT-
031801	09/29/21	COR11	CORNING SAFE & LOCK	36.64 96.98	9111 9112	MAT & SUPPLIES-PARKS MAT & SUPPLIES-WTR
			Check Total.....:	133.62		
031802	09/29/21	DEP03	DEPT OF TRANS/CAL TRANS	5804.76	22002905	Equip.Maint. St&Trf Light
031803	09/29/21	DOW01	DOWN RANGE	326.39	483970	UNIFORMS/CLOTH-POLICE
031804	09/29/21	ECO05	ECORP CONSULTING, INC.	1862.52	94448	PROF SVCS-PLANNING
031805	09/29/21	GON02	GONZALEZ JUMPERS & PARTY	370.00	211005	MAT & SUPPLIES-COMM EVENTS
031806	09/29/21	GRA02	GRAINGER, W.W., INC	67.75	906411072	MAT & SUPPLIES-PARKS
031807	09/29/21	HIN01	HINDERLITER, DE LLAMAS &	300.00	SIN011817	PROF SVCS-FINANCE
031808	09/29/21	J&J00	J&J PUMPS, INC.	16626.08	12262-1	WELL REPAIRS-WTR CAP IMPROV
031809	09/29/21	LNC01	LN CURTIS & SONS	812.44	INV527225	EQUIP REPLAC-FIRE CAP REPLAC
031810	09/29/21	MUN02	MUNICIPAL CODE CORPORATIO	2695.99	00363653	PROF SVCS-CITY CLERK
031811	09/29/21	NOR03	NCCSIF	42659.45 1208.00	2438 2551	WORKMENS COMP-GEN CITY SAFETY ITEMS-POLICE
			Check Total.....:	43867.45		
031812	09/29/21	PAC27	PACE SUPPLY CORP	339.06 13377.85	870948471 870948472	HYDRANT INSTALL-WTR CAP IMPROV HYDRANT INSTALL-WTR CAP IMPROV
			Check Total.....:	13716.91		
031813	09/29/21	RED12	REDDING FREIGHTLINER,	85.98	X10105353	VEH OP/MAINT-FIRE
031814	09/29/21	REY05	R.E.Y. ENGINEERS, INC.	6252.78 4039.18	22233 22234	PROF SVCS ADMIN-ATP-WEST ST PROF SVCS ADMIN-ATP-OLIVE VIEW
			Check Total.....:	10291.96		
031815	09/29/21	SON03	SONSRAY MACHINERY, LLC	130.63	P16159-06	MAT & SUPPLIES-
031816	09/30/21	CAM02	FERGUSON ENTERPRISES INC.	96.98	1661894	MAT & SUPPLIES-WTR
031817	09/30/21	GAB00	GABBARD, BRYAN	105.00	210930	REC INSTRUCTOR-REC
031818	09/30/21	INL01	INLAND BUSINESS SYSTEMS	159.48	IN2156895	COMMUNICATIONS-
031819	09/30/21	MGT00	MGT OF AMERICA, INC.	550.00	40912	PROF SVCS-GEN CITY
031820	09/30/21	PGE2A	PG&E	95.16	210927	ELECT-CORNING COMMUNITY PARK
031821	09/30/21	PGE2B	PG&E	8670.43	210927	ELECT-WWTP
031822	09/30/21	SCP00	SCP DISTRIBUTORS LLC	1308.27 -240.00 -978.27	SN071292 SN071415C SN064869AC	MAT & SUPPLIES-WTR MAT & SUPPLIES-WTR MAT & SUPPLIES-WTR
			Check Total.....:	90.00		
031823	09/30/21	\A089	MARIA ALVAREZ	24.27	000C10901	MQ CUSTOMER REFUND FOR ALV0019
031824	09/30/21	\E026	ECONOMY INN	414.12	000C10901	MQ CUSTOMER REFUND FOR ECO0002
031825	09/30/21	\F047	ROBERT M. FLETCHER	72.83	000C10901	MQ CUSTOMER REFUND FOR FLE0005
031826	09/30/21	\R091	ANTONIO RODRIGUEZ	66.94	000C10901	MQ CUSTOMER REFUND FOR ROD0056
031827	09/30/21	\S125	AMPARO SANCHEZ CRUZ	18.13	000C10901	MQ CUSTOMER REFUND FOR SAN0149
031828	09/30/21	\T037	EDWIN TORRES	29.13	000C10901	MQ CUSTOMER REFUND FOR TOR0044
031829	09/30/21	\V046	JUAN VALLE	59.05	000C10901	MQ CUSTOMER REFUND FOR VAL0066
			Cash Account Total.....:	170434.37		
			Total Disbursements.....:	170434.37		
			Cash Account Total.....:	.00		

REPORT.: Sep 30 21 Thursday
 RUN....: Sep 30 21 Time: 11:22
 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: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12760	09/30/21	AFL01	AMERICAN FAMILY LIFE	960.66	C10930	APLAC INS.PRE TAX
				126.28	1C10930	APLAC INS.AFTER TAX
			Check Total.....:	1086.94		
12761	09/30/21	BLU02	BLUE SHIELD OF CALIFORNIA	19359.43	C10930	MEDICAL INSURANCE
12762	09/30/21	OEU01	OPERATING ENGINEERS #3	24905.00	C10930	MEDICAL INSURANCE
12763	09/30/21	OEU02	OPERATING ENG. (DUES)	396.00	C10930	UNION DUES MGMNT
				726.00	1C10930	UNION DUES POLICE
				567.00	2C10930	UNION DUES DISPATCH
				767.00	3C10930	UNION DUES-MISC
			Check Total.....:	2456.00		
12764	09/30/21	PRI04	PRINCIPAL PLIC-SBD GRAND	2275.95	C10930	DENTAL INSURANCE
				327.11	1C10930	VISION INSURANCE
				810.60	2C10930	LIFE INSURANCE
			Check Total.....:	3413.66		
			Cash Account Total.....:	51221.03		
			Total Disbursements.....:	51221.03		

REPORT.: Oct 06 21 Wednesday
 RUN...: Oct 06 21 Time: 14:00
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 10-21 thru 10-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031830	10/01/21	COR07	CORBIN WILLITS SYSTEMS, I	713.43	000C110011	EQUIP MAINT-FINANCE
031831	10/01/21	COR09	CORNING CHAMBER OF COMM.	1000.00	000C110011	CngChamberComm. Economic
031832	10/01/21	DEM02	DEMO, DAVID LEWIS	104.70	000C110011	PROF SVCS-FIRE DEPT
031833	10/01/21	MOO07	MOORE & BOGENER, INC.	525.00	000C110031	CONSULTING SVCS-LGL SVCS
031834	10/01/21	OCH01	OCHOA CLEANING	4520.73	000C110011	JANITORIAL SERVICES-
031835	10/01/21	PIT01	PITNEY BOWES	183.80	000C110011	Rents/Leases Finance Dept
031836	10/01/21	SCH16	SCHLERETH, DAYMON WAYNE	54.70	000C110011	PROF SVCS-FIRE DEPT
031837	10/01/21	WEB02	WEBSTER, WAYNE C.	360.00	211001	REC INSTRUCTOR-REC
031838	10/01/21	COR08	CORNING LUMBER CO INC	235.13	210925	MAT & SUPPLIES-
031839	10/01/21	CRO05	CROSS PETROLEUM	679.08	CL13648	VEH OP/MAINT-FIRE
031840	10/01/21	DM001	DM-TECH	119.90	202110011	COMMUNICATIONS-GEN CITY
031841	10/01/21	JGR00	J GREG LEWIS INVESTIGATIV	1896.00	6543	PROF SVCS-POLICE
031842	10/01/21	LNC01	LN CURTIS & SONS	283.24	INV529848	SAFETY ITEMS-FIRE
031843	10/01/21	MCC07	MCCOY'S HARDWARE & SUPPLY	1862.37	210927	MAT & SUPPLIES-
031844	10/01/21	MIS01	MISSION LINEN SUPPLY	196.11	515467589	MAT & SUPPLIES-PARKS
				378.20	515506847	MAT & SUPPLIES-PARKS
			Check Total.....	574.31		
031845	10/01/21	PAT02	PATTERSON ELECTRIC, INC.	582.66	5971	SAFETY ITEMS-POLICE
031846	10/01/21	RON03	RON DUPRATT FORD	304.89	234156	VEH OP/MAINT-POLICE
				78.00	240335	VEH OP/MAINT-WTR
				61.93	247796	VEH OP/MAINT-POLICE
			Check Total.....	444.82		
031847	10/01/21	SEI01	SEILER, ROY R., CPA	2343.00	30395	PROF SVCS-FINANCE
031848	10/01/21	TEH13	TEHAMA CO AUDITOR	212.50	210930	PkngCiteToCnty Police Ser
031849	10/01/21	BUR08	BURNETT, KAREN S.	120.00	211001	REC INSTRUCTOR-REC
031850	10/04/21	AIR00	AIRGAS USA, LLC	64.80	998329046	MAT & SUPPLIES-FIRE
031851	10/04/21	ARA02	ARAMARK UNIFORM SERVICES	90.76	000214317	MAT & SUPPLIES-BLD MAINT
				90.76	000220169	MAT & SUPPLIES-BLD MAINT
				90.76	000225977	MAT & SUPPLIES-BLD MAINT
				90.76	000231111	MAT & SUPPLIES-BLD MAINT
			Check Total.....	363.04		
031852	10/04/21	ATT02	AT&T	830.26	17088348	COMMUNICATIONS-
031853	10/04/21	BAS01	BASIC LABORATORY, INC	122.40	2109566	ProfServices Water Dept
				162.40	2109567	ProfServices Water Dept
			Check Total.....	284.80		
031854	10/04/21	CRO05	CROSS PETROLEUM	1606.65	CL13269	MAT & SUPPLIES-
				42.95	14701961N	VEH OP/MAINT-FIRE
			Check Total.....	1649.60		
031855	10/04/21	GRA02	GRAINGER, W.W., INC	84.12	906877954	SMALL TOOLS-BLD MAINT
031856	10/04/21	NAP01	NAPA AUTO PARTS	837.57	210925	MAT & SUPPLIES-
031857	10/04/21	PES01	PESTMASTER SERVICES, INC.	990.79	311931	TREE/PEST & WEED SPRAY-
				990.79	315329	TREE/PEST & WEED SPRAY-
			Check Total.....	1981.58		
031858	10/04/21	PGE04	PG&E	448.69	210930	TranspFacility-
031859	10/04/21	PGE2A	PG&E	41.25	210929	ELECT-MARTINI PLAZA
				50.77	210930	ELECT-CLELAND PROP
				190.24	210929A	ELECT-MCDONALD, CASSANDRA, SALADO L&L & TOOMES AVE
			Check Total.....	282.26		
031860	10/05/21	ATT02	AT&T	1530.21	16944957	COMMUNICATIONS-
031861	10/05/21	CAL35	CALIFORNIA BUILDING STAND	52.00	210930	SB 1473-BLD & SAFETY
031862	10/05/21	CEN14	CENTER FOR EVALUATION & R	2810.00	202008	DATA COLL/EVAL-PROP 47 CYCLE 2
031863	10/05/21	DEP09	DEPT OF CONSERVATION	124.06	210930	StrongMotion Bldg & Safety

REPORT.: Oct 06 21 Wednesday
 RUN...: Oct 06 21 Time: 14:00
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 10-21 thru 10-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031864	10/05/21	DUR01	DURHAM PUMP	4687.50	0201785IN	WELL REPAIRS-WTR CAP IMPROV
031865	10/05/21	ENG00	ENGINEERED FIRE SYSTEMS,	250.00	17913	PROF SVCS-BLD & SAFETY
031866	10/05/21	FIR11	FIRST NATIONAL BANK OMAHA	770.50	210928	SAFETY ITEMS-FIRE
031867	10/05/21	FIR16	FIRST NATIONAL BANK OMAHA	342.03	210928	MAT & SUPPLIES-
031868	10/05/21	INF00	INFRAMARK, LLC	63031.78	68293	PROF SVCS-
031869	10/05/21	PEN02	PENGUIN MANAGEMENT, INC.	564.00	67025	SAFETY ITEMS-FIRE
031870	10/05/21	PRE07	PRECISION WIRELESS SERVIC	1735.60	38668	EQUIP REPLAC-FIRE CAP REPLAC
031871	10/05/21	RIV04	RIVER CITIES COUNSELING,	36190.01	753	COUNSELOR-PROP 47 CYCLE 2
031872	10/05/21	KIN14	KINETICS ACADEMY OF DANCE	654.50	211005	REC INSTRUCTOR-
031873	10/06/21	ATT15	AT&T MOBILITY	691.50	210919	COMMUNICATIONS-
031874	10/06/21	ATT17	AT&T	69.55	210930	COMMUNICATIONS-FIRE
031875	10/06/21	EMP03	EMPOWER TEHAMA	31032.50	08312021	EMPOWER TEHAMA-PROP 47 (2)
031876	10/06/21	FIR05	FIRST NATIONAL BANK OMAHA	88.07	210928	MAT & SUPPLIES-
031877	10/06/21	GRA02	GRAINGER, W.W., INC	40.32	907611409	MAT & SUPPLIES-PARKS
031878	10/06/21	PGE01	PG&E	499.06	211004	ELECT-
031879	10/06/21	PGE04	PG&E	304.82	211004	TranspFacility-
031880	10/06/21	PGE05	PG&E	997.13	211004	FIRE-ELECT & GAS
031881	10/06/21	REV02	REVENUE & COST SPECIALIST	6270.00	8996	PROF SVCS-PW ADMIN
031882	10/06/21	TH001	THOMES CREEK ROCK CO	138.67	211001	MAT & SUPPLIES-
031883	10/06/21	TPX00	TPX COMMUNICATIONS	705.18	148072840	COMMUNICATIONS-
Cash Account Total.....:				182221.08		
Total Disbursements.....:				182221.08		
Cash Account Total.....:				.00		

REPORT.: Oct 06 21 Wednesday
 RUN....: Oct 06 21 Time: 14:00
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 10-21 thru 10-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12772	10/06/21	AIR01	AIRMEDCARE NETWORK	393.00	C11006	AIRMEDCARE NETWORK
12773	10/06/21	BAN03	POLICE OFFICER ASSOC.	300.00	C11006	POLICE OFFICER ASSOC
12774	10/06/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C11006	WITHHOLDING ORDER
12775	10/06/21	EDD01	EMPLOYMENT DEVELOPMENT	4880.17 1585.14	C11006 1C11006	STATE INCOME TAX SDI
			Check Total.....:	6465.31		
12776	10/06/21	ENL01	ENLOE MEDICAL CENTER	450.00	C11006	ENLOE FLIGHTCARE
12777	10/06/21	FED00	FEDERAL PAYROLL TAXES (EF	13350.69 16326.58 3818.32	C11006 1C11006 2C11006	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....:	33495.59		
12778	10/06/21	ICM01	ICMA RETIREMENT TRUST-457	4035.08 185.00	C11006 1C11006	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....:	4220.08		
12779	10/06/21	PERS1	PUBLIC EMPLOYEES RETIRE	24049.68	C11006	PERS PAYROLL REMITTANCE
12780	10/06/21	PERS4	Cal Pers 457 Def. Comp	2670.59 497.50	C11006 1C11006	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....:	3168.09		
12781	10/06/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C11006	WageOrder F#20000149
12782	10/06/21	VAL06	VALIC	2476.30 202.50	C11006 1C11006	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....:	2678.80		
12783	10/06/21	\BAN4	BANNER BANK-323371076	1050.00 590.14	C11006 1C11006	BANNER BANK-SAVINGS HSA DEDUCTIBLE
			Check Total.....:	1640.14		
12784	10/06/21	\CCB1	CORNERSTONE COMMUNITY BAN	50.00 50.00 100.00	C11006 1C11006 2C11006	CORNERSTONE CMTY BNK CORNERSTONE CMTY BNK CORNERSTONE CMTY BNK
			Check Total.....:	200.00		
12785	10/06/21	\OECU	OPER ENG FED CU-321176260	220.00	C11006	CREDIT UNION SAVINGS
12786	10/06/21	\WEL1	WELLS FARGO - 121042882	1750.00	C11006	WELLS FARGO
			Cash Account Total.....:	79280.04		
			Total Disbursements.....:	79280.04		

Date.: Oct 6, 2021
Time.: 2:27 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
ANA DID MY LASHES	1706 SOLANO ST	CORNING, CA 96021	CERTIFIED LASH TECH.	09/28/21
CRYSTAL RICO RAMOS	3426 KIRKWOOD RD	CORNING, CA 96021	RENTAL SERVICE: TABLES, CHAIRS, AND TENT	10/01/21
ECONOMY INN	945 HIGHWAY 99W	CORNING, CA 96021	MOTEL WITH 18 ROOMS	09/27/21
ROCIO'S HOUSEKEEPING	19805 TIMBERCOVE DR	CORNING, CA 96021	RESIDENTIAL HOUSEKEEPING	09/28/21

CITY OF CORNING
TREASURER'S REPORT
SEPTEMBER 2021

<u>AGENCY</u>		<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$	9,077,083.76	0.33%

Respectfully submitted:

Laura L. Calkins
City Treasurer



Monthly Permit Report

09/01/2021 - 09/30/2021

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Description	Project Cost
21265	9/29/2021	Under Review	071-124-004-000	1503 SOLANO ST	US BANK OF CALIFORNIA ATTN: R/E TAX DEPT	2800 EAST LAKE ST	MINNEAPOLIS	55406	Mechanical	Replace (3) 5 ton split system HVAC units with (3) new fan coil units and (2) twinned 7.5 ton VRF condensing units. The location for the new equipment will be the same location as the existing systems. C/U's will be on the equipment pad just outside of the mechanical room where the new FCU's will be installed. The existing duct work is to remain and will not be altered.	\$43,572
21264	9/29/2021	ISSUED	071-191-013-000	1846 TAFT AVE	GERFEN, PERRY RICHARD & SHARON K	1846 TAFT	Corning	96021	Roof	Tear off, comp roof, reroof w/ cool roof shingles. 26sqsq	\$13,000
21263	9/29/2021	ISSUED	073-214-006-000	599 STANMAR DR	BOWEN, WILBUR L & GENEVIEVE L	599 STANMAR DR	CORNING CA 96021		Building	Roof mounted PV solar system 12.75 KW with energy storage 13.5 KWh	\$25,870
21262	9/27/2021	ISSUED	071-330-007-000	2176 SOLANO ST	OLIVE PIT ETAL	2156 SOLANO STREET	Corning	96021	Electrical	EMERGENCY BACKUP GENERATOR INSTALL, GAS	\$50,000
21261	9/27/2021	ISSUED	073-120-083-000	104 E FIG LN	DOYLE, MATTHEW & MYERS-DOYLE, AMY	104 E FIG LN	CORNING CA 96021		Mechanical	CHANGE OUT 30K BTU MINI SPLIT	\$12,994
21260	9/26/2021	Online Application							ReModel	Renew walls and roof	\$5,000
21259	9/23/2021										\$0
21258	9/23/2021	ISSUED	071-153-003-000	814 Fairview ave	Valentin Hidalgo and Eloise Birrueta	814 FAIRVIEW AVE	CORNING	96021	ReModel	1-replacement of all windows. MUST PROVIDE EMERGENCY ESCAPE AND RESCUE WINDOWS IN ALL SLEEPING AREAS. 2- REPAIR ALL WATER DAMAGE TO EXTERIOR AND INTERIOR WALLS.NEW DRYWALL, WOOD AT EXT. 3-STUCO EXTERIOR OF HOUSE. 4-NEW FLOORING	\$18,000

											5- NEW HVAC SYSTEM WITH DUCTS. 6-REPLACE OLD AND INSTALL NEW FENCES. 4 FOOT HIGH AT FRONT AND 6 FOOT ON SIDES MAX.	
21257	9/23/2021	ISSUED	073-115-007-000	320 WALNUT ST	ACEVEDO, JUSTO SANABIA ETAL	320 WALNUT ST	CORNING CA 96021		Electrical	Provide and install 200A main service panel for overhead service and relocate	\$4,600	
21256	9/23/2021	ISSUED	071-212-002-000	1963 ELIZABETH AVE	WALTERS, CARY & TRACY	1963 ELIZABETH AVENUE	Corning 96021		Electrical	Provide and install 200A main service panel for overhead service	\$3,600	
21255	9/23/2021	Finald	071-164-010-000	1418 SOUTH ST	SOSA, JESUS & ELVIRA	1024 JONES CT	REDWOOD CITY 94063		Solar	Roof mounted 9.66kW solar system on church building	\$28,000	
21254	9/20/2021	ISSUED	071-111-009-000	1306 BUTTE ST	PACE, EMMA L	6488 COUNTY RD 23	ORLAND 95963		Building	Repair Fire Damage/ Whole house electrical upgrade to code, Drywall removal on exterior walls and 1/2 of all interior walls	\$117,000	
21253	9/16/2021	Finald	071-164-010-000	1418 SOUTH ST	SOSA, JESUS & ELVIRA	1024 JONES CT	REDWOOD CITY 94063		Roof	Metal tear off over shake w/ new OSB sheeting and cool roof comp shingles. TWO STRUCTURES	\$30,000	
21252	9/16/2021	ISSUED	073-043-005-000	902 BUTTE ST	EANDI, STEPHEN F TR ETAL	797 E 5TH ST	CHICO CA 95928		Demo	DEMO / REMOVE FRONT DECK AND REAR 2 STORY DECK.	\$1,500	
21251	9/16/2021	ISSUED	087-100-081-000	2151 SOUTH AVE	HPT PSC PROPERTIES TRUST	% TA OPERATING LLC	24601 CENTER RIDGE RD STE 200 WESTLAKE OH 441455634		Electrical	New Transition Sump & Solenoid Valve on Used Oil Drain Line to UST	\$45,500	
21250	9/16/2021	Finald	071-062-008-000	2119 COLUSA ST	STANDRIDGE, NOLAN S & STANDRIDGE, GEORGIA M	2119 COLUSA ST	Corning 96021		Roof	Tear off & reroof w/comp. shingles	\$9,500	
21249	9/13/2021	ISSUED	071-273-005-000	1411 FOURTH AVE	Phan Dung ETAL	33 Pleasant Ridge Ave	San Jose 95127		Building	REMOVE CODE ENFORCEMENT CASE. #106 PROVIDE THE FOLLOWING #1- SIDING PER ENGINEER REPORT.#2REMOVE LOWER ROOF AT REAR PER ENGINEER REPORT.#3- PROVIDE 4 X 4 POST WITH FOOTING PER ENGINEERREPORT. #4RAFTERS AND CEILING JOISTS SHALL BE BRACED PER ENGINEER RPORT 5-	\$20,000	

										KITCHEN REMODLE COMPLETE.#6-BATH ROOM REMODEL #7-ELECTRICAL WORK, GFI OUTLETS, CHECK OUT ALL WIRING AND PANELS.#8-DRYWALL , INSULATION IN ATTIC.9- HEATING SYSTEM ??	
21248	9/13/2021	ISSUED	073-120-032-000	225 E CORONA AVE	TONEY, DAVID F ETAL	225 E CORONA AVE	CORNING CA 96021		Solar	Installing a residential ground mounted solar system	\$42,772
21247	9/10/2021	Finald	071-271-016-000	1535 SIXTH AVE	NAVA, EVANGELINA	1535 SIXTH AVE	Corning	96021	Solar	INSTALL NEW ROOF MOUNT SOLAR PV 2.8KW 8 PANELS	\$10,511
21246	9/10/2021	ISSUED	071-244-021-000	1269 4TH AVE	GUTIERREZ, ARNULFO & ELISENDA	1269 FOURTH AVE	Corning	96021	Solar	Installation of roof mount PV panels 5.95W 17 Panels	\$18,183
21245	9/9/2021	Finald	071-350-023-000	362 RIO GRANDE CT	LOMELI, JORGE & PEBBLES	362 RIO GRANDE CT	Corning	96021	Solar	Installation of roof mount PV panels 4.2W 12 Panels	\$14,501
21244	9/8/2021		073-102-007-000	712 CHESTNUT ST	CARDOSO, RICHARD & AMY	4816 LOBINGER AVE	CORNING CA 96021		Plumbing	Replacing existing water & sewer line for just the one unit (Main House).	\$2,000
21243	9/8/2021	ISSUED	073-214-003-000	553 STANMAR DR	PENDERGRAFT, JAMES TRUSTEE A PENDERGRAFT TRUST 12/	553 STANMAR DR	CORNING CA 96021		Solar	Installation of roof mount PV panels 7.7W 22 Panels	\$23,416
21242	9/8/2021	approved " FEES DUE "	071-106-012-000	1422 YOLO ST	OLSEN, MARK W & TAMI J; DBA BUBBA Q	1422 Yolo St.	Corning	96021	Solar	Installation of roof mount PV panels 6.75W 19 Panels	\$21,645
21241	9/7/2021	ISSUED	071-171-004-000	902 FIFTH ST	FORREST, STEPHEN E JR & FORREST, AMBER A	P O BOX 67	Corning	96021	Electrical	Service Upgrade from existing 100 amp res panel to 200 amp commercial panel.	\$4,000
21240	9/3/2021	ISSUED	071-134-010-000	811 fifth st.	NORRIED JEFF & Melissa	22855 Gallagher ave	corning	96021	Building	metal storage building 18' x 28' (No electrical or plumbing)	\$17,000
21239	9/1/2021	approved " FEES DUE "	071-280-032-000	1581 FIG LN	FLORES, HECTOR GUZMAN ETAL	1581 FIG LN	Corning	96021	Solar	Installation of roof mount PV panels 2.8W 8 Panels	\$9,940
											\$592,104

Total Records: 27

10/8/2021



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT SEPTEMBER 2021

Below is a summary of the monthly operations report that will be available for review on October 2021.

- Completed monthly reports
- Attended weekly Covid-19 awareness meeting
- Held staff meeting to discuss facility operations and issues
- Held daily safety tailgate meetings
- Inspected eyewash stations and emergency showers
- Completed testing of chemical release sensors
- Calibrated SO3 analyzer
- Inspected all fire extinguishers
- Calibrated gas detector
- Exercised emergency generator
- Submitted ESMR/DMR report to Regional Board
- Completed monthly receiving water sampling and analysis.
- Completed monthly facility inspection




- Installed new sensor in SO3 analyzer
- Notified Public Works of water leak in wash water line.
- Performed inspections of collection system trouble spots
- Inframark staff responded to sewer main line blockage on Fripp
- Replaced sample pump and motor on SO3 analyzer
- Cleaned drying beds
- Replaced air pump on SO3 analyzer
- Northstate Aggregate on site to haul dry sludge to Ostrom Road landfill
- Patterson Electric on site to install new time clock on screw pump alternator

September 2021

Effluent Flow Monthly Average= 698,516 GPD

ITEM NO.: J-10
ADOPT RESOLUTION 10-12-2021-01
AUTHORIZING THE SUBMITTAL OF A
STATE OF CALIFORNIA SMALL
COMMUNITY DROUGHT RELIEF GRANT

August 24, 2021

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

SUMMARY:

The Small Community Drought Relief Program (Program) was authorized by the Legislature pursuant to the Budget Act of 2021 (Stats. 2021, ch. 69, §112) and its Trailer Bill, Assembly Bill 148 (Stats. 2021, ch. 115, § 97 to make grants and direct expenditures for interim or immediate relief in response to conditions arising from a drought scenario to address immediate impacts on human health and safety and on fish and wildlife resources and to provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies. Communities are strongly encouraged to apply.

Staff submitted a \$22,322,250 application (attached) on behalf of the City to install three new municipal wells and extend water mains and laterals within the City's sphere of influence to Viola Road west across Interstate 5 north to Finnell Avenue, and east across Interstate 5 to create a looped system. One well will be constructed to replace an existing well that was taken offline due to impacts from the drought. Two additional wells will be constructed to provide a sustainable water supply for residential users in the unincorporated County whose wells have gone dry. An 8" water main will need to be bored across Interstate 5 near Viola and Finnell Avenues to create the looped system. A looped system is necessary to prevent pockets of low and high pressure. Easements will need to be obtained from private landowners and from County right-of-way. Water mains and laterals will be extended to the following areas providing water to approximately 100 residential users:

- Houghton Avenue from Blackburn Avenue to Kraft Avenue;
- Kraft Avenue from Houghton Avenue to Edith Avenue;
- Edith Avenue from Kraft Avenue to Finnell Avenue;
- Finnell Avenue from Edith Avenue west across Interstate 5 to Rawson Rd. and Burton Avenue;
- Barham Avenue from Finnell Avenue to Viola Avenue;
- Viola Avenue from Orchard Avenue east across Interstate 5 to Houghton Avenue;
- South Avenue from Houghton Ave to Kirkwood and Columbia connecting at Viola Avenue; and
- Toomes Avenue to Fig Lane to South Avenue.

There will be no requirement for residents to tie into the system. Tying into the water system will be voluntary.

FINANCIAL: There is no fiscal impact to the City as a grant match is not required.

RECOMMENDATION:

It is recommended as follows:

ADOPT REVISED RESOLUTION NO. 10-12-2021-01, A RESOLUTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE CITY OF CORNING DROUGHT- CAUSED MUNICIPAL WATER WELL AND SYSTEM EXPANSION.

RESOLUTION NO. 10-12-2021-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR
THE CITY OF CORNING DROUGHT- CAUSED MUNICIPAL WATER WELL AND
SYSTEM EXPANSION**

WHEREAS, the City of Corning proposes to implement City of Corning Drought- Caused Municipal Water Well and System Expansion;

WHEREAS, City of Corning Drought- Caused Municipal Water Well and System Expansion is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies;

WHEREAS, the City of Corning has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Corning intends to apply for grant funding from the California Department of Water Resources for the City of Corning Drought- Caused Municipal Water Well and System Expansion;

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 69, § 112), the City of Corning City Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.
2. The City of Corning City Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The City of Corning City Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Corning at the meeting held on October 12, 2021 motion by [member name] and seconded by [member name], motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**Robert Snow, Mayor
City of Corning**

Attest:

**Lisa M. Linnet, City Clerk
City of Corning**

Attachment 1, Part I – Application Cover Sheet

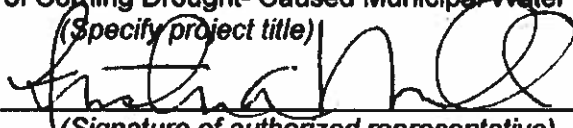
Application for Small Community Drought Relief Program pursuant to Budget Act of 2021

The City of Corning (*Exact legal name of local entity applying for the grant*) Of_794 Third St. Corning, CA

96021 of the County of_Tehama, State of California, does hereby apply to theCalifornia Department of Water Resources for a grant in the amount of \$10,000,000. For the following project under the Small Community Drought Relief Program:

City of Corning Drought- Caused Municipal Water Well and System Expansion

(Specify project title)

By 
(Signature of authorized representative)

Date 10/5/21

Kristina Miller, City Manager

(Print or type name of authorized representative)

(Title)

Telephone (530)824-7033

E-mail kmiller@corning.org

Brief Proposal Description:

The City of Corning will install three new municipal wells and extend water mains and laterals within the City's sphere of influence to Viola Road west across Interstate 5 north to Finnell Avenue and east across Interstate 5 to provide a sustainable water supply to City of Corning residents and those with dry wells in proximity to the City of Corning.

Attachment 1, Part II – Applicant's Representatives

Project Name: City of Corning Drought- Caused Municipal Water System Expansion

Primary Project Contact

Name Robin Kampmann Title Public Works Consultant

Address 794 Third St. Corning, CA 96021

Telephone (530__) 824-7025 FAX (530__) 824-2489

E-mail rkampmann@corning.org

Alternate Project Contact

Name Kristina Miller Title City Manager

Address 794 Third St. Corning, CA 96021

Telephone (530__) 824-7033 FAX (530) 824-2489

E-mail kmiller@corning.org

Alternate Project Contact (If Applicable)

Name Lisa Linnet Title Administrative Services Manager

Address 794 Third St. Corning, CA 96021

Telephone (530__) 824-7033 FAX (530) 824-2489

E-mail llinnet@corning.org

Type of Organization: City
(city, county, water district, non-profit, etc.)

Attach a copy of the applicant's charter and the names and titles of its officers.

Attachment I, Part III – Summary of Project Costs

Provide a summary of the financing information about the proposed project, including cost share (if applicable).

		<u>% of Total Cost</u>
Total Cost of Project:	\$ <u>22,322,250</u>	<u>100%</u>
	\$ _____	_____
Amount of Cost Share ⁽¹⁾ :	\$ <u>0</u>	_____
Amount of Federal Contribution:	\$ <u>0</u>	_____
In-kind Contributions:	\$ <u>0</u>	_____
Amount to be Funded by Other Sources: (Describe below in table.)	\$ <u>0</u>	_____

Sources of funds from partner agencies for this project, if applicable:

Amount	Name of Source	Status of Funds ⁽²⁾
\$ 0		
\$ 0		
\$ 0		
\$ 0		
Total: \$ 0		

Is the project entirely benefiting a Disadvantaged Community (DAC) or Severely Disadvantaged Community (SDAC)? (Y/N): Y

If the project is partially benefiting DAC or SDAC, provide percentage of grant funds to directly benefit a DAC or SDAC: 100%

Additional explanation, if necessary:

Notes:

- ⁽¹⁾ No cost share is required; however, grantees are required to show cost share (e.g., federal, local, or other funds) if an awarded project costs more than the grant amount.
- ⁽²⁾ Identify the current status of funds: available, planned/budgeted, awarded or pending.

A resolution authorizing the grant application, acceptance, and execution for the City of Corning Drought-Caused Municipal Well and Water System Expansion (Resolution) will be considered for adoption on October 12, 2021. The City Clerk will immediately submit the Resolution to the Department of Water Resources upon adoption.

]

Project Manager: Robin Kampmann, City Engineer and Public Works Consultant. The Project Manager will be responsible for Day-to-day contact from the applicant, agency, or organization.

Education

B.S., Civil Engineering, California State University, Chico, 2005

Licenses/Registration

CA PE 73943

LEED Accredited Professional

Professional Affiliations

ASCE

Skill Summary

- Caltrans Resident Engineers Academy
- Auto CAD – Civil 3D
- Auto CAD – Land Development
- HEC-RAS – Hydraulic modeling
- HydraulCAD – Water Modeling Software
- Auto Turn – Vehicle Maneuvering
- Storm Water Prevention Pollution Plans – 24 Hour SWPPP Training

Roles and Responsibilities

Ms. Kampmann has been working at NorthStar for over 16 years and serves as key staff engineer on a variety of municipal and private development projects. Through multiple projects, Robin has familiarized herself with the current local assistance procedures for implementing Federal and State Funded Local Agency Transportation Projects. She has prepared Project Study Reports, updated scope, funding, and schedule documents and has processed allocation documents for STIP funding along with Authorization Requests for Federal funding. In addition to project specific documents, she has prepared DBE Annual Submittal Forms, ADA Annual Certification Forms and Quality Assurance Documents. Robin's experience includes parks and recreation facility design, commercial and residential subdivision design, and utility and infrastructure design as well as construction management.

Select Project Experience

City of Red Bluff On-Call Engineering Services
Red Bluff, CA

- As part of her responsibilities for the position, Robin manages the City water department, sewer department, engineering department and street department. Tasks associated with these departments include compliance with State and Federal regulations, preparation of RFQ's/RFP's, plan and bid document preparation, project oversight, budget preparation and attending City Council meetings. Robin facilitates funding and project scopes with the State Water Resources Control Board, Caltrans, the FAA an multiple grant funding sources.

Thermality Water and Sewer District, East Trunk Line
Thermalito, CA

- Design and preparation of plans, specification and bid documents for a new 2.25-mile-long sewer collection system to replace the existing undersized system. The design included the analysis of flows into the collection system for the current population and for the ultimate future build out per the Butte County General Plan. Alternative routes, other than the existing path of travel, were explored along with alternative installation methods, such as pipe bursting, were reviewed to avoid significant environmental impacts.

Durham Irrigation District On-Call Engineering Services
Durham, CA

- Consulting engineer for the Durham Irrigation District recently assisting with the review of the existing water system and preparing a hydraulic model of the system. Once the model was created different capital improvement scenarios were created to

help identify and prioritize capital improvements to the system. Using the information obtained from the model Robin is assisting in the preparation of an analysis, reports and recommendation to be used by the district in the Prop 218 rate increase public hearings.

Other Cooperators:

Engineering Services
NorthStar Engineering
111 Mission Ranch Blvd. Ste. 100
Chico, CA 95926

Discussion and Evidence of Institutional Capacity to Successfully Complete the Project

Corning Community Park Project -Corning Community Park 1485 Toomes Ave, Corning, CA 96021 and Lennox Fields 1624 Houghton Ave, Corning, CA 96021

Start Date: December 2010

Completion Date: December 2014

Total Project Cost: \$4,350,136, of which \$4,276,800 grant-funded

The City of Corning received a State of California Department of Parks and Recreation 2008 Statewide Park Development and Community Revitalization grant to fund the Corning Community Park and Lennox Fields. The scope of work consisted of acquisition of 17.45 acres of land from three property owners, California Environmental Quality Act compliance, General Plan amendment, site grading, demolition of a structure, design and construction of a 24,000 square foot skate park, design and construction of two playgrounds, design and construction of a basketball court and two soccer fields with lighting, grassy park open space, native Creekside vegetation and a walking path, design and construction of two bathrooms and a snack bar, design and construction of a footbridge, design and construction of two picnic table areas, and a barbeque area with a large covered gazebo. The project was completed on time and on budget. The City utilizes its Public Works Department and City General Funds to maintain the Corning Community Park and Lennox Fields. The Park is in tip-top shape.

Rodgers Theatre Renovation Project 1217 Solano St. Corning, CA 96021

Start Date: mid 2009

Completion Date: mid 2015

Total Project Cost: \$480,278 of which \$220,000 was funded by a California State Park Bond Grant awarded in 2009

The City of Corning received \$220,000 as part of the California State Park Bond grant funds to fund the renovation of a previously privately owned and dilapidated movie theatre into a community theatre, whereby community events, movies, and theatre can be performed. The project scope consisted of: design and construction of a stage, electrical upgrades to current Building standards, re-roof, new flooring, design and construction of two new bathrooms, design and construction of a concessions stand area, installation of lighting equipment and a sound system, and Americans with Disabilities Act (ADA) compliance upgrades. Many funding sources both public and private were utilized including funds from the Paskenta Band of Nomlaki Indians, City of Corning, Corning Community Foundation, Friends of the Theatre, California Energy Efficiency grant, Northern CA Self Insurance Fund grant,

*Small Community Drought Relief Program Guidelines, 2021
Department of Water Resources*

Rotary grant, California State Park Bond grant funds, Deseret Farms/Beberian Nut Company, Tehama County Arts Council, Dignity Health, Corning Veterans of Foreign Wars, and many private undisclosed donors. The project was completed on time and on budget. The City utilizes its Public Works Department and City General Funds to maintain Rodgers Theatre. The Theatre is in excellent condition.

Solano Streetscape Project Solano Street between 3rd and 6th Streets

Start Date: April 2016

Completion Date: January 2017

Total Project Cost: \$1,730,082

As part of the City's downtown revitalization efforts the City of Corning received \$1,661,000 of California Department of Transportation State Transportation Improvement (STIP) Funds and \$534,555 of United States Department of Transportation Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ) funds to install new sidewalk, curb and gutter, City street trees and drought tolerant landscaping improvements, bulb-outs to increase pedestrian safety and downtown walkability, stamped concrete crosswalks, reconstruction of intersections, an asphalt overlay, and other beautification elements. To minimize economic impacts to existing downtown businesses, the Streetscape Project required extensive coordination and communication. The project was completed on time and under budget. The City utilizes its Public Works Department and City General Funds to maintain the Streetscape.

3. Scope of Work and Project Description

The City of Corning will install three new municipal wells and extend water mains and laterals within the City's sphere of influence to Viola Road west across Interstate 5 north to Finnell Avenue and east across Interstate 5 to create a looped system. One wells will be constructed to replace an existing well that was taken offline due to impacts from the drought. Two additional wells will be constructed to provide a sustainable water supply for residential users in the unincorporated County whose wells have gone dry. An 8" water main will need to be bored across Interstate 5 near Viola and Finnell Avenues to create the looped system. A looped system is necessary to prevent pockets of low and high pressure. Easements will need to be obtained from private landowners and from County right-of-way. Water mains and laterals will be extended to the following areas providing water to approximately 100 residential users:

- Houghton Avenue from Blackburn Avenue to Kraft Avenue
- Kraft Avenue from Houghton Avenue to Edith Avenue
- Edith Avenue from Kraft Avenue to Finnell Avenue
- Finnell Avenue from Edith Avenue west across Interstate 5 to Rawson Rd. and Burton Ave.
- Barham Avenue from Finnell Avenue to Viola Avenue
- Viola Avenue from Orchard Avenue east across Interstate 5 to Houghton Ave.
- South Avenue from Houghton Ave to Kirkwood and Columbia connecting at Viola Avenue.
- Toomes Avenue from Fig Lane to South Avenue

A map of the proposed extension is provided attached.

4. Project Goals and Objectives

The goals of the project are:

- To provide municipal water service to areas in close proximity to the City of Corning that are currently experiencing a significant number of dry wells by June 2024.
- To install one well to replace an existing well that was taken offline due to impacts from the drought.
- To install two additional wells to provide a sustainable water supply for residential users in the unincorporated County whose wells have gone dry.

The project meets program objectives because it constructs new wells and installs permanent lines and connections adjacent to the existing City of Corning water system to provide potable water supplies to severely disadvantaged communities that have been significantly impacted by the drought.

5. Task Breakdown

- Task 1 - Develop and Issue RFQ for Engineering and Environmental Services
- Task 2 - Award Contract for Engineering and Environmental Services
- Task 3 - Develop Plans and Specifications
- Task 4 - Develop Request for Proposals for Construction of Waterline
- Task 5 - Issue RFP for Construction of Waterline
- Task 6 - Develop and Issue Request for Proposals for CQA services
- Task 7 - Award Contract for CQA Services
- Task 8 - Award Contract for Construction Services
- Task 9 - Complete Phase 1 of Construction
- Task 10 - Complete Phase 2 of Construction
- Task 11 - Complete all Reporting

Please see the attached spreadsheet for a description of the tasks, subtasks, deliverables,

funding sources, and the budget.

6. Schedule

Provide a schedule for implementation of the project showing the sequence of tasks and timing. The schedule should be detailed and specific. The schedule must show the start and end dates as well as milestones for each task and should be formatted in a horizontal bar or Gantt chart. The schedule should also illustrate dependencies on preceding tasks by showing appropriate linkages. The schedule must be consistent with the task breakdown and the budget. Assume a realistic start date for your proposed project, and anticipate a 2-year performance period. The schedule must indicate readiness to start the project when funding becomes available.

7. Budget

Below please find the proposed budget for the City of Corning Drought-Caused Municipal Water Well and System Expansion. A more detailed budget is attached.

Budget		
City of Corning Drought- Caused Municipal Water Well and System Expansion		
Feet of waterline	Cost per foot	Amount (\$)
64,489.00	\$250	\$16,122,250.00
Number of wells	Cost per each	Amount (\$)
3	\$1,000,000	\$3,000,000
Number of borings	Cost per boring (excluding pipe)	Amount (\$)
4	\$800,000	\$3,200,000
Total Cost*		\$22,322,250.00

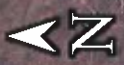
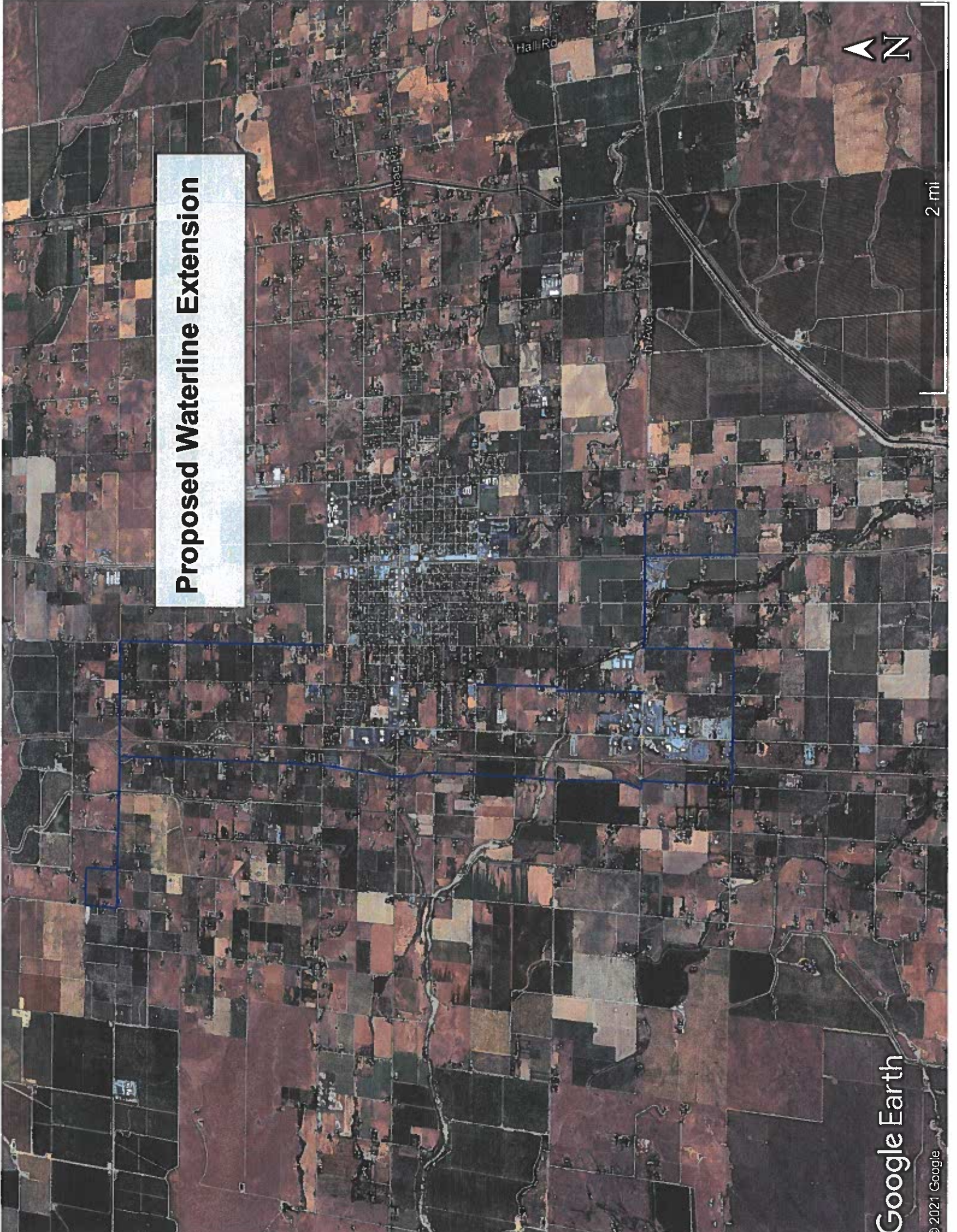
* All costs include design and engineering, permits, and environmental review

8. Deliverables

Please find proposed deliverables attached.

Task #	Description	Budget	Deliverable	Timeline	Funding Source
Task 1	Develop and Issue RFQ for Engineering and Environmental Services				
Subtask 1.1	Staff draft RFQ and Proposed Contract for Engineering Services	\$ 3,000	RFQ and Proposed Contract for Engineering Services	1/1/2022- 01/31/2022	
Subtask 1.2	Staff draft staff item for presentation to the City Council	\$ 1,000	Staff Item	2/1/2022- 2/28/2022	
Subtask 1.3	Issue RFQ	\$ 1,000	Emails of RFQ sent to interested entities	Feb-22	
Subtask 1.4	Evaluate RFQ	\$ 2,000	RFQ Evaluation Forms Completed by Evaluation Team	Mar-22	
Task 2	Award Contract for Engineering and Environmental Services				
Subtask 2.1	Negotiate compensation rate for Engineering and Environmental Services	\$ 1,000	Compensation Rate	Mar-22	
Subtask 2.2	Staff draft staff item for presentation to the City Council	\$ 1,000	Staff Item	Mar-22	
Subtask 2.3	Award contract for Engineering and Environmental Services	\$ 1,000	Signed Contract for Engineering Services	Mar-22	
Task 3	Develop Plans and Specifications				
Subtask 3.1	Environmental Review, CEQA, Easements, and Permitting	\$ 300,000			
Subtask 3.2	Develop 30% Plans	\$ 1,338,668	30% Plans	Jun-22	
Subtask 3.3	Develop 50% Plans	\$ 1,338,668	50% Plans	Aug-22	
Subtask 3.4	Develop 75% Plans	\$ 1,338,668	75% Plans	Sep-22	
Subtask 3.5	Develop Final Plans	\$ 335,688	Final Plans	Nov-22	
Subtask 3.6	Review of 30%, 50%, 75%, and Final Plans	\$ 143,867	Final Plans	Continuously through November 2022	
Task 4	Develop Request for Proposals for Construction of Waterline				
Subtask 4.1	Staff Draft RFP and Proposed Contract for Construction of Waterline	\$ 5,000	RFP and Construction Contract	Dec-22	
Subtask 4.2	Staff draft staff item for presentation to the City Council	\$ 1,000	Staff Item	Jan-23	
Task 5	Issue RFP for Construction of Waterline				
Subtask 5.1	Issue RFP	\$ 1,000	RFP sent to interested entities	Jan-23	
Subtask 5.2	Evaluate RFP	\$ 3,000	RFP Evaluation Form Completed by Evaluation Team	Mar-23	
Task 6	Develop and Issue Request for Proposals for CQA Services				
Subtask 6.1	Staff Draft RFP and Proposed Contract for CQA Services	\$ 7,000	RFP and Contract	Jan-23	
Subtask 6.2	Staff draft staff item for presentation to the City Council	\$ 1,000	Staff Item	Feb-23	
Subtask 6.3	Issue RFP	\$ 1,000	RFP sent to interested entities	Feb-23	
Subtask 6.4	Evaluate RFP	\$ 1,000	RFP Evaluation Form Completed by Evaluation Team	Mar-23	
Task 7	Award Contract for CQA Services				
Subtask 7.1	Staff draft staff item for presentation to the City Council	\$ 1,000	Staff Item	Mar-23	
Subtask 7.2	Award contract for CQA Services	\$ 2,000	Signed Contract for CQA Services	Mar-23	
Task 8	Award Contract for Construction Services				
Subtask 8.1	Staff draft staff item for presentation to the City Council	\$ 1,000	Staff Item	Mar-23	
Subtask 8.2	Award Contract for Construction of Waterline	\$ 8,370,844	Signed Contract for Construction of Waterline	Mar-23	
Task 9	Complete Phase 1 of Construction				
Subtask 9.1	CQA Services	\$ 250,000	Phase 1 Construction Complete	Dec-23	
Task 10	Complete Phase 2 of Construction				
Subtask 10.1	CQA Services	\$ 8,370,844	Phase 2 Construction Complete	Dec-23	
Task 11	Complete all Reporting				
Subtask 11.1	Complete Quarterly Reports	\$ 75,000	Quarterly Report	Quarterly from 1/1/2022- 09/30/24	
Subtask 11.2	Submit Invoices	\$ 75,000	Invoices Submitted	Monthly	
Subtask 11.3	Submit Final Report	\$ 50,000	Final Report	Jun-24	
Subtask 11.4	Submit Post Completion Report	\$ 50,000	Post Completion Report	Sep-24	
Total		\$ 22,322,260			All Department of Water Resources Grant-Funded

Proposed Waterline Extension



2 mi

**ITEM NO: J-11
APPROVE AGREEMENT WITH
MBIAH LLC, AND CORNING
UNION HIGH SCHOOL DISTRICT
FOR RESTORE CROSS-FIT
PROGRAM IMPLEMENTATION**

October 12, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: KRISTINA MILLER, CITY MANAGER



SUMMARY:

The City has approximately \$30,000 of Promise Neighborhood Grant funds that will not be expended by the end of the grant term. As a result, City staff received approval from the grant manager to expand the Corning Recreation Program to allow the extension of the Restore Cross-Fit program through December 31, 2021. If the following agreements are not approved, the City will leave about \$30,000 on the table.

Agreement with MBIAH LLC

The Cross-Fit Restore Program will allow MBIAH LLC to continue to provide case coordination and advocacy utilizing cross-fit as a means to connect with youth. The program proposed is as follows along with a summary of the scope of work.

Case coordinator, MBIAH LLC, will provide case coordination to a cohort of Centennial students utilizing cross fit as a means to reach and connect with the youth. MBIAH LLC will also train and coordinate cross-fit trainers and other volunteers as advocates to mentor youth utilizing the Michigan State model as a guide. The scope of work for MBIAH LLC is as follows in an amount not to exceed \$21,886.00:

- Manage the implementation of the RESTORE Cross- Fit Grant Program.
- Provide Case Coordination to implement an Adolescent Diversion Program based on the Michigan State Model.
- Maintain detailed budget information and invoice for services in accordance with BSCC and report to the City such information on a quarterly basis, or sooner intervals.
- Training of advocates responsible in implementing the Adolescent Diversion Program.
- Linking youth and their families to mental health treatment, substance use treatment, and other human services as needed.
- Manage the cross-fit services to connect youth with advocates and the development and completion of SMART goals.
- Collecting and completing appropriate consent forms.
- Collecting and submitting program service records to the City of Corning and the Center for Evaluation and Research, LLC.
- Make at minimum one contact a month with the City of Corning City Manager who is serving as Project Director
- Coordinate with the Tehama County Health Services Agency for each youth to be assessed by a licensed Drug and Alcohol Counselor to determine the presence and severity of substance use disorders.

Agreement with the Corning Union High School District

In order to facilitate usage of the Cross Fit program, two groups of seven youth each will be transported to North Rim Cross Fit two days per week, for a total of fourteen students. While it would be ideal to transport the students via a bus all at one time, the School District only has a seven-passenger van available. The City would also need to compensate the teacher 1.5 hours per day for working beyond their normal working hours. The total cost to transport the students would be \$5,126.

The program will provide services to up to fourteen (14) Centennial High School Students through December 17, 2021.

Data evaluation and mental health counseling services will be covered by the existing Promise Neighborhood Grant and not from the City.

BACKGROUND:

The City was awarded \$200,000 in 2018, \$130,000 in CY 2019, \$75,000 in 2020, and \$100,000 in 2021 to implement a Youth Recreation and Enrichment Program through the Promise Neighborhood Grant administered by the Paskenta Band of Nomlaki Indians. The funding allowed the City to develop a new recreation, youth enrichment, and educational program, known as Corning Recreation. Funding can be used for the salary of a Recreation Coordinator, course/program Instructors, volunteer stipends, materials/supplies, and online reservation software.

The City expanded the California Board of State & Community Corrections Proposition 47 Cohort 1 grant to allow a partnership between Centennial High School and the City for the Cross-Fit Restore program utilizing remaining funds. The funds have since been expended and the grant term has ended. Without this extension of funds, the Restore Cross-Fit program would terminate.

The Tehama County Restore Program has been successful in reducing recidivism from 25% to 5%.

FINANCIAL IMPACT:

There is no General Fund impact to the City.

RECOMMENDATION:

- A. Approve Agreement between the City of Corning and MBIAH LLC for RESTORE Cross-fit Program Case Coordination in an amount not to exceed \$21,886.00;**
- B. Approve Agreement between the City of Corning and the Corning Union High School District for an amount not to exceed \$5,126.00; and**
- C. Authorize the City Manager to make non-substantial changes to the Agreement with City Attorney approval that do not exceed grant funding limitations or grant program requirements.**

AGREEMENT BETWEEN THE CITY OF CORNING AND MBIAH LLC FOR RESTORE CROSSFIT PROGRAM COORDINATION

PARTIES

This Agreement is by and between CITY (City of Corning) and MBIAH LLC, (hereinafter "MBIAH LLC"), whereby the parties agree, and contract as more fully set forth below.

RECITALS

WHEREAS, the City of Corning, California (hereinafter "CITY") is the subrecipient of grant funding approved by the United States Department of Education awarded PR/Award Number U215B160003-16B to the Paskenta Band of Nomlaki Indians (hereinafter "TRIBE") for the Everett Freeman Promise Neighborhood Initiative (hereinafter PROMISE NEIGHBORHOOD GRANT);

WHEREAS, the grant funding received by the CITY to implement the Corning Youth Recreation and Enrichment Program for calendar year 2021 was originally \$75,000 and was subsequently increased to \$100,000;

WHEREAS, the existing subrecipient agreement between the CITY and the TRIBE ends December 31, 2021; and

WHEREAS, the CITY desires to enter into this Agreement with MBIAH LLC and MBIAH LLC is willing to do so on the terms and conditions set forth herein.

AGREEMENT

1. Incorporation of Recitals:

The parties incorporate the recitals as though part of this Agreement and fully set forth herein.

2. Services:

MBIAH LLC will extend the current RESTORE Adolescent Diversion Program to target approximately 14 juvenile offenders (ages 12-18) from Centennial High School in Corning, California. Services include:

- A. Manage the implementation of the RESTORE Cross-Fit Grant Program, and all requirements set forth by the PROMISE NEIGHBORHOOD GRANT which is incorporated herein as though fully set forth in this paragraph of the Agreement.
- B. Provide Case Coordination to implement an Adolescent Diversion Program based on the Michigan State Model.
- C. Maintain detailed budget information and invoice for services in accordance with BSCC and report to the City such information on a quarterly basis, or sooner intervals. Expenditures must be in accordance with the PROMISE NEIGHBORHOOD GRANT guidelines. Any and all Budget or Grant Program Amendments must be approved by the City Representative and TRIBE prior to being enacted.
- D. Training of advocates responsible in implementing the Adolescent Diversion Program.
- E. Linking youth and their families to mental health treatment, substance use treatment, and other human services, as needed.
- F. Manage the cross-fit services to connect youth with advocates and the development and completion of SMART goals.
- G. Collecting and completing appropriate consent forms.
- H. Collecting and submitting program service records to the City of Corning and the Center for Evaluation and Research, LLC.
- I. Make at minimum one contact a month with the City of Corning City Manager who is serving as Project Director. The purpose of this meeting is to keep the City Manager informed of the Program as a whole, including its success and areas where further effort or attention is required.

3. Deliverables:

The following is the deliverable and timeframe to be produced by MBIAH LLC:

- A. MBIAH LLC will submit required reports of all services provided. The required report will

include at minimum: (i) a running total of the number of youth served in each program activity (ADP, mental health, drug treatment, employment, housing, and other pertinent human services) during the grant term; (ii) number of adult mentors recruited, approved, trained, and serving youth during the grant term; (iii) number of adult member-youth contacts during the grant term; and (iv) a summary of program challenges and successes.

4. Payment Schedule:

MBIAH LLC will invoice for Services related to the contracted position as the organization overseeing the Cross Fit RESTORE Program as indicated in the Grant Budget. MBIAH LLC will bill monthly for services based on the actual cost of services provided for the month. The invoice will include an accounting of time spent on Services and supporting documentation to substantiate expenditures as allowed within the Cross-Fit Restore Grant Budget found in Exhibit "A". The total amount of this contract will not exceed \$21,886.00. for the period of October 1, 2021 through December 17, 2021. All final invoicing for services must be received by January 1, 2022.

5. Term:

The term of this Agreement shall commence on October 1, 2021, and unless sooner terminated in accordance with the terms of this Agreement and shall end on December 17, 2021. The term may be extended upon the mutual written agreement of the parties.

6. Termination:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated: (a) by the mutual agreement of both parties; (b) by either party if one party commits a material breach of any of the terms or provisions of this Agreement and does not cure such breach within ten (10) days after receipt of written notice given by the other party; or (c) by either party with 60 days prior written notice.

Upon expiration or termination of this Agreement for any reason, or at any other time upon the Tribe's written request, Contractor shall WITHIN 30 days after such expiration or termination:

- (a) Deliver to the City all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);
- (b) Deliver to the City all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Confidential Material;
- (c) Permanently erase all of the Confidential Material from RESTORE's serve, computers or other device systems; and
- (d) Certify in writing to the City that you have complied with the requirements of this clause.

7. MBIAH LLC's Compliance with Law and Relationship of Parties/Independent Contractor Status:

MBIAH LLC represents that he will perform such services in conformance with all State and Federal Laws, Rules, Regulations and Codes of Ethics of any kind that may be applicable to the Scope of Work. MBIAH LLC shall comply with all regulations and requirements applicable to the Grant Funds and shall maintain complete records evidencing such compliance as more fully set forth herein.

MBIAH LLC shall provide services related to managing the Grant Funds, as more particularly described in Sections 1 and 2 of this Agreement (collectively the "Scope of Work"). Nothing contained in this Agreement shall be construed to create the relation of employer and employee between the City and MBIAH LLC, including but not limited to any case coordinator or advocate. A copy of any contract between MBIAH LLC and any Case Coordinator shall be shown, before signature, to the City of Corning for review and comment. The Case Coordinator Agreements shall expressly refer to the separation between City and Case Coordinator and that City is not part of a joint venture or employment relationship with MBIAH LLC or the Case Coordinator.

8. Indemnity, Defense, and Hold Harmless:

MBIAH LLC shall indemnify, defend, and hold CITY harmless from any and all matters, claims, losses, fees, award, injury, liability, judgments, harm, or any other matter arising under the performance of this Contract, the actions, or inaction, of MBIAH LLC, his agents, employees, and any Case Coordinator, Mentor, or other person that is made part of the Cohort 2 RESTORE Program through any action or inaction of MBIAH LLC. This indemnity, defense, and hold harmless provision is intended to be all encompassing for the protection of CITY and shall relate back to the date work first commenced by MBIAH LLC, his agents, or employees, which the parties believe began on September 1, 2021.

9. Insurance:

A. MBIAH LLC shall secure and maintain, through the term of this Agreement, the following policies of insurance at the minimum amounts stated:

- i. Insurance Services Office form number CG-0001, Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury, and property damage;
- ii. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence;
- iii. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned, and hired vehicles;
- iv. Errors and Omissions Coverage at amounts that are competitive to businesses similarly situated to the industry.

B. As to the General Liability and Automobile Liability policies are to contain or be endorsed to contain the following provisions:

- i. City, its elected officials, officers, employees, agents, and volunteers are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of MBIAH LLC; premises owned, leased, or used by MBIAH LLC; or automobiles owned, leased, hired, or borrowed by MBIAH LLC. The coverage shall contain no special limitations on the scope of protection afforded to City its elected officials, officers, employees, agents, and volunteers.
- ii. The insurance coverage of MBIAH LLC shall be primary insurance as respects City, its elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its elected officials, officers, employees, agents, and volunteers shall be in excess of MBIAH LLC's insurance and shall not contribute with it.
- iii. Coverage shall state that the insurance of MBIAH LLC shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
- iv. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice has been given to City. In addition, MBIAH LLC agrees that he shall not reduce its coverage or limits on any such policy except after thirty (30) days' prior written notice has been given to City.

C. Insurance is to be placed with insurers with a current AM Best's rating of no less than A-VII.

D. MBIAH LLC shall designate the City of Corning as a Certificate Holder of the insurance and shall furnish City with Certificates of Insurance and original Endorsements affecting the coverage required by this clause. Certificates and Endorsements shall be furnished

to the City Clerk at 794 Third Street, Corning, CA 96021. The Certificates and Endorsements for each Insurance Policy are to be signed by a person authorized by the Insurer to bind coverage on its behalf. All Endorsements are to be received and approved by the City's Risk Manager (presently designed the City Manager unless otherwise specified in writing) prior to the commencement of contracted services.

- E. The requirements as to the types and limits of insurance coverage to be maintained by MBIAH LLC as required by this Contract and any approval of said insurance by City are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by MBIAH LLC pursuant to this Contract, including without limitation provisions concerning indemnification.

10. California Law:

Any action arising under the terms of this Agreement shall be interpreted, construed, and governed under California law. Any lawsuit arising under the terms of this Agreement shall be filed and completed through judgment, settlement and/or dismissal in the Superior Court for the County of Tehama.

11. Non-Assignment Clause:

MBIAH LLC cannot assign, delegate, or otherwise transfer this Contract or the rights or duties contained herein to any individual, person, or legal entity otherwise without the written consent of the CITY.

12. Amendment:

This Agreement may be modified and amended at any time during its term or any extension thereof by written mutual agreement of the parties. The CITY and the MBIAH LLC understand and agree that this Agreement may not be altered, amended, modified, or otherwise changed in any respect or any particular whatsoever, except in writing, duly executed by the authorized representatives of the CITY and MBIAH LLC.

13. MBIAH LLC Independent Contractor:

Nothing in this Agreement shall be deemed or construed to create or constitute a partnership or joint venture or an agency relationship between the parties hereto. Further, MBIAH LLC is, with respect to CITY, its officers, agents, and employees, an independent contractor and not an officer, agent, or employee of the CITY or any of its officers, agents, or employees.

14. Terminations:

In the event that MBIAH LLC or CITY violates the provisions of this Agreement for any reason other than the occurrence of circumstances over which it can exercise no effective control, and such violation is not cured or remedied within fifteen (15) days after notice thereof by MBIAH LLC or the City, in addition to any other remedies provided for in the Agreement, MBIAH LLC or the City shall have the right to terminate this Agreement for cause by written notice duly served upon MBIAH LLC or the City. All provisions of this contract shall be considered material.

15. Advice of Counsel:

The CITY and MBIAH LLC each warrants, represents, and agrees that in executing this Agreement, the same is done with full knowledge of any and all rights which such party has or may have, with respect to the terms of this Agreement, and that such party has received independent legal advice from disinterested attorneys at law with respect to the matters set forth herein, and with respect to all the rights and claims arising out of or in connection with this Agreement.

16. Provisions Severable:

The provisions of this Agreement are contractual, not mere recitals, and shall be considered severable such that if any provision or part thereof shall at any time be held under any law or ruling to be invalid, such provision or part thereof shall remain in force to the extent allowed by law, and all other provisions shall remain in full force and effect and enforceable.

17. Fees and Costs:

If either the CITY or the MBI AH LLC commences any action or other proceeding to enforce or interpret this Agreement, including any action to reform, rescind, or in any manner affect the provisions of this Agreement, or in the event a dispute arises out of the duties and obligations set forth herein, the prevailing party shall be entitled to all costs incurred in connection therewith including, but not limited to, reasonable attorney's fees.

18. Time of the Essence:

Time is of the essence in the performance of each and every term and condition of this Agreement.

19. Captions:

The captions and headings of this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

20. Authority:

The undersigned hereby represent and warrant to each other that they have the legal capacity and authority to enter into this Agreement, and that the undersigned have the sole right and exclusive authority to execute this Agreement.

21. Entire Agreement:

This Agreement contains the entire Agreement between the CITY and MBI AH LLC and supersedes any and all prior oral and/or written Agreements and/or drafts of Agreements. It is expressly agreed between the CITY and MBI AH LLC that no inference of any kind may be made or drawn, nor evidence introduced, in any subsequent proceeding to enforce any provision hereof from any prior oral or written agreements or drafts of agreements.

22. Binding Agreement:

This Agreement and all of its terms and conditions shall inure to the benefit of, and be binding upon, all of the parties hereto their successors and/or assignees.

23. CEQA:

The City has determined that this matter is not subject to the provisions of the California Environmental Quality Act.

24. Date of Agreement:

The date of this Agreement is the date that the CITY signs; however, its effective date for purposes of Section 8 of this Agreement shall be October 1, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Dated:

CITY OF CORNING

MBIAH LLC

By: _____
Kristina Miller, City Manager

By _____
Ric Schoon, MBI AH LLC

Taxpayer ID No: (on file with Finance)

APPROVED AS TO FORM:

ATTEST:

Collin Bogener
City Attorney

Lisa M. Linnet
City Clerk

Exhibit A

Cross Fit Restore Proposition 47 Grant Budget

Description	\$ Amount
Operations, Materials and Facility Costs	\$ 6,720
Advocates	\$ 3,166
Case Coordination	\$ 12,000
Total	\$ 21,886
* Incentives are not allowed within the grant	

**AGREEMENT BETWEEN THE CITY OF CORNING AND THE CORNING UNION
HIGH SCHOOL DISTRICT FOR THE PROVISION OF TRANSPORTATION
SERVICES AND SUPERVISION OF STUDENTS PARTICIPATING IN THE CROSS
FIT RESTORE PROGRAM**

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

I.
RECITALS

WHEREAS, the City of Corning, California (hereinafter "CITY") is the subrecipient of grant funding approved by the United States Department of Education awarded PR/Award Number U215B160003-16B to the Paskenta Band of Nomlaki Indians (hereinafter "TRIBE") for the Everett Freeman Promise Neighborhood Initiative (hereinafter PROMISE NEIGHBORHOOD GRANT);

WHEREAS, the grant funding received by the CITY to implement the Corning Youth Recreation and Enrichment Program for calendar year 2021 was originally \$75,000 and was subsequently increased to \$100,000;

WHEREAS, the existing subrecipient agreement between the City and the TRIBE ends December 31, 2021; and

WHEREAS, the City and the District desire to enter into this Agreement.

II.
RESPONSIBILITY OF PARTIES

1. Pursuant to the terms of this Agreement, and during the term thereof, the District agrees to perform all of the following:
 - A. Provide round-trip transportation from Centennial High School to North Rim Cross Fit located at 2954 CA 32 Suite # 900 Chico, CA 95973 for up to fourteen student four times per week; and
 - B. Provide supervision of students during the Restore Cross Fit program.
2. Pursuant to the terms of this Agreement, and during the term thereof, the City agrees to perform all of the following:
 - A. Compensate the District as provided in Section II entitled "Compensation" of this Agreement.

III.
COMPENSATION

- A. City shall pay District the costs of mileage at a rate of \$0.56 per mile for a total not to exceed amount of \$1,392.
- B. City shall pay District for the hourly cost of supervising the students beyond the normal teacher work day at a rate of \$51.86 per hour for a total not to exceed amount of \$3,734.
- C. The total maximum compensation paid to the District shall not exceed \$5,126.00.
- D. City shall pay District on a net-30 basis, and this provision shall survive the term of this Agreement.

IV.
TERM

This Agreement shall commence on October 1, 2021 and shall thereafter terminate on December 17, 2021. This Agreement can be extended for a greater duration upon the mutual and written assent of the parties to be affixed to this Agreement as an addendum.

V.
TERMINATION

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

VI.
ENTIRE AGREEMENT, AMENDMENTS, HEADINGS, EXHIBITS/APPENDICES

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

VII.
NO ASSIGNMENT AND NON-WAIVER

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

VIII.
INDEPENDENT CONTRACTOR

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

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

- A. District shall, at District's own expense, defend the City, its Officers, Employees, Police Department and its Officers, Board Members, Agents, and Volunteers against any liability,

claim, suit, action or proceeding brought against City and/or any of its Police Department members or the Department itself, its Elected Officials, Officers, Employees, Agents, and Volunteers, arising from the District's performance, or non-performance, of any obligation set forth in this Agreement and/or for performance of non-obligations beyond the Agreement that create liability, loss, damage, or harm of any kind in which the City and/or any of its paid Staff are made a party to the litigation as a result of such actions or non-actions of the District. The obligations of this paragraph survive the termination of this Agreement.

- B.** District shall secure and maintain, at all times during the term of this Agreement, Commercial General Liability Insurance, or participation in a Self-Insurance Program with minimum limits of one million combined single limit bodily injury and property damage. On request by City, District shall provide a Certificate of Insurance or other evidence demonstrating compliance with this provision of the Agreement.
- C.** Each party has the absolute discretion to determine whether a settlement of any claim, liability, lawsuit, demand, or litigation, as to that party, is acceptable or should otherwise be had; however, where the claim, liability, lawsuit, demand, or litigation is the sole obligation of the other party as established in Section VIII (A) or (B), the party responsible for indemnification, defense and/or hold harmless obligations shall have the right to take control of the matter through their retained counsel so long as the obligations of this Section are being met and are thereafter satisfied, including but not limited to any indemnification and/or defense obligation.

X.

MISCELLANEOUS

- A.** Each party shall promptly notify the other of any claim being threatened or advanced that arises from the terms of this Agreement. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this Agreement.
- B.** Any dispute between the parties, or any claim for declaratory relief seeking an interpretation of this Agreement, shall be governed by the laws of the State of California, and shall be filed and prosecuted through dismissal or judgement in the Tehama County Superior Court.
- C.** Neither party shall discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- D.** District represents that it is in compliance with and agrees that District and City shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et seq.), the Fair Employment and Housing Act (Government Code sections 12900, et seq.), and regulations and guidelines pursuant thereto and actually and legally applicable to the City.
- E.** If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal or State statute or regulation or County and/or City Ordinance, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

XI.

NOTICES

- A.** Any notices required or permitted pursuant to the terms and provisions of this Agreement shall be given to the appropriate Party at the address specified below or at such other address as

the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

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

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

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

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

DISTRICT:

CITY OF CORNING, CALIFORNIA:

Jared Caylor, Superintendent

Kristina Miller, City Manager

Date

Date

LEGAL COUNSEL:

LEGAL COUNSEL:

Collin Bogener, City Attorney

ATTEST:

Lisa M. Linnet, City Clerk