



**SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, DECEMBER 14, 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 NEGOTIATORS Pursuant to Government Code § 54956.8

Property: APN: 071-131-001-000

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: City and adjacent property owner.

Under Negotiation: Terms of use of the property.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code § 54956.8

Properties: APN: 071-136-001-000, 071-136-002-000, 071-136-003-000, 071-136-004-000, 071-136-005-000, 071-136-006-000, 071-136-007-000, 071-136-008-000, 071-136-009-000, 071-136-010-000, 071-136-011-000

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: City and Felix Bill Family LTD, Hildebrandt Family Trust, and Conway Revocable Trust

Under Negotiation: Price and Terms

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



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 14, 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:

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.

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve the Minutes of the November 23, 2021 City Council Closed Session and Regular Council Meeting with any necessary corrections:
3. December 8, 2021 Claim Warrant in the amount of \$350,337.19.
4. December 8, 2021 Business License Report.
5. November 2021 Wages & Salaries: \$492,717.85
6. November 2021 Treasurer's Report.
7. November 2021 Building Permit Valuation Report in the amount of \$292,342.
8. November 2021 City of Corning Wastewater Operations Summary Report.
9. Authorize payment of invoice #22455 in the amount of \$11,436.12 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.
10. Authorize payment of invoice #22456 in the amount of \$6,204.02 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services.
11. Approve Addendum #3 and hourly rate increase for Agreement Between the City and NorthStar for Public Works Consultant Services.

12. Authorize payment to Armstrong Consultants Inc. in the amount of \$20,179.80 for Invoice 21-216745-05 under Task Order B (Airport Master Plan); and \$5,328 for invoice 21-216746-04 under Task Order C (Airport Pavement Maintenance Management Plan).

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

13. Review Mayor's recommendations and appoint Vice Mayor and City Representatives to various Commissions/Committees.
14. Adopt Resolution 12-14-2021-01 accepting the 2021/22 California Citizen's Options for Public Safety (COPS) Grant in the amount of \$100,000.
15. Adopt Resolution 12-14-2021-02 accepting a portion of the California Citizen's Options for Public Safety (COPS) Grant overage.
16. Adopt Resolution 12-14-2021-03 and authorize the City Clerk to record Tax Liens on 115 properties for delinquent water and/or sewer service accounts in the combined total amount of \$148,921.73
17. Approve Agreement with the Paskenta Band of Nomlaki Indians for the City to Provide Independent Contractor Services for the Implementation of the Corning Recreation Program

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, DECEMBER 10, 2021



**SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, NOVEMBER 23, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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A. CALL TO ORDER: 6:00 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: None.

D. REGULAR AGENDA:

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code § 54956.8**

Property: APN: 071-131-001-000

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: City and adjacent property owner.

Under Negotiation: Terms of use of the property.

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: Meeting convened at 6:30 p.m. at which time Mayor Snow reported that there is no reportable action.



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, NOVEMBER 23, 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:

Police Chief Jeremiah Fears introduced the City's new Police Officer Roy Garcia.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR: None.

G. CONSENT AGENDA:

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve the Minutes of November 9, 2021 Closed Session and Regular City Council Meeting with any necessary corrections.
3. November 17, 2021 Claim Warrant in the amount of \$273,641.87.
4. November 17, 2021, 2021 Business License Report.
5. Authorize payment for Invoice 21-216745-04 in the amount of \$20,732.40 under Task Order "B"; and 21-216746-03 in the amount of \$4,440 under Task Order "C" to Armstrong Consultants, Inc. for professional services for the Airport Master Plan.
6. Approve waiver of Recreational Use Fees for a Co-Ed Softball Tournament Fundraiser February 12-13, 2022 to benefit the Corning High School Softball Team.
7. Adopt Ordinance No. 696, an Ordinance adopting Chapter 8.21 of the Corning Municipal Code for mandatory organic waste disposal reduction. (2nd Reading & Adoption)
8. Approve cancellation of the December 28, 2021 regularly scheduled City Council Meeting due to the Holidays.

Councilor Valerio moved to approve Consent Items 1-8; Councilor Burnett seconded the motion. 5-0 approved. **Ayes:** Snow, Demo, Burnett, Valerio, 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:

9. Request City Council direction on tennis court resurfacing or replacement at Clark Park and Northside Park.

Presented by City Manager Kristina Miller. Rosalie Henderson spoke in favor of installing Pickleball courts.

Following discussion, Councilor Demo Courts moved to repair and install tennis courts on one half of the existing courts, and pickleball courts on the other half at Northside Park; Councilor Hargens seconded the motion. **Ayes:** Snow, Demo, Burnett, Valerio, and Hargens. **Absent/Abstain/Opposed:** None.

Following additional discussion on whether to resurface or remove the tennis courts at Clark Park, Council Demo moved to remove the tennis courts and choose and install cost effective Playground equipment at Clark Park;

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

10. Approve one-year Building Consultant Contract to provide building inspection, code enforcement, and plant review services to the City.

Presented by City Manager Kristina Miller.

Councilor Hargens moved to approve the one-year Contract with John Fleming for Building Consultant Services at a rate of \$50 per hour; Councilor Demo seconded the motion. **Ayes:** Snow, Demo, Burnett, Valerio, and Hargens. **Absent/Abstain/Opposed:** None.

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 attendance at the Tehama County Transportation Commission (TCTC) Meeting yesterday in Red Bluff; he stated that there was presentation on radio communications, and it has been determined that we currently are behind curve in this area City Manager Miller announced that the presentation was also given to the County Board of Supervisors today.

Burnett: None.

Hargens: Announced that the Tehama County Community Action Agency (Tripartite Commission) meeting was canceled.

Valerio: Announced the Chamber of Commerce Hometown Christmas Parade will be held on Saturday, December 4th, and it would be nice if the City had an entry in the parade.

Snow: Announced the December 4th Spaghetti Feed at the Fire Department.

N. ADJOURNMENT!: 7:02 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: December 8, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday December 14, 2021 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 11-30-21	\$	46,206.57
B.	Payroll Disbursements	Ending 11-24-21	\$	51,290.48
C.	Cash Disbursements	Ending 12-08-21	\$	171,980.46
D.	Payroll Disbursements	Ending 12-02-21	\$	80,859.68

GRAND TOTAL \$ 350,337.19

REPORT.: Nov 30 21 Tuesday
RUN....: Nov 30 21 Time: 10:58
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 11-21 thru 11-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032057	11/29/21	TEH08	COUNTY OF TEHAMA	-15.00	211115u	Ck# 032057 Reversed
032086	11/22/21	DIV02	DIVISION OF THE STATE ARC	234.80	20211122	PROF SVCS-FINANCE
032087	11/22/21	TEH08	COUNTY OF TEHAMA	50.00	211122	MAT & SUPPLIES-REC
032088	11/23/21	GAB00	GABBARD, BRYAN	105.00	211123	REC INSTRUCTOR-REC
032089	11/29/21	COM01	COMPUTER LOGISTICS, INC	3060.00	82853	EQUIP MAINT-
032090	11/29/21	COR11	CORNING SAFE & LOCK	10.78	9133	MAT & SUPPLIES-POLICE
032091	11/29/21	CRO05	CROSS PETROLEUM	1048.37	CL15026	VEH OP/MAINT-
032092	11/29/21	DEP03	DEPT OF TRANS/CAL TRANS	529.73	22004443	Equip.Maint. St&Trf Light
032093	11/29/21	DOW01	DOWN RANGE	34.83	495923	UNIFORMS/CLOTH-POLICE
				1045.48	495997	UNIFORMS/CLOTH-POLICE
			Check Total.....	1080.31		
032094	11/29/21	EMP03	EMPOWER TEHAMA	34179.95	10312021	EMPOWER TEHAMA-PROP 47 (2)
032095	11/29/21	HIN01	HINDERLITER, DE LLAMAS &	2963.65	SIN013127	PROF SVCS-FINANCE
032096	11/29/21	HOM03	HOME DEPOT	133.17	1012523	SMALL TOOLS-
				45.12	4182175	MAT & SUPPLIES-BLD MAINT
			Check Total.....	178.29		
032097	11/29/21	IMA01	IMAGE SALES, INC.	22.57	0071472IN	UNIFORMS/CLOTH-POLICE
032098	11/29/21	KIN14	KINETICS ACADEMY OF DANCE	300.00	211129	REC INSTRUCTOR-REC
032099	11/29/21	PAC29	PACE ANALYTICAL SERVICES,	162.40	211144328	PROF SVCS-WTR DEPT
				52.70	211158028	PROF SVCS-WTR DEPT
			Check Total.....	215.10		
032100	11/29/21	PGE2B	PG&E	121.01	80583750	SOLAR-WWTP
032101	11/29/21	QUI02	QUILL CORPORATION	40.78	21106627	OFFICE SUPPLIES-
				236.72	21112613	OFFICE SUPPLIES-PW ADMIN
				11.22	21138520	OFFICE SUPPLIES-PW ADMIN
			Check Total.....	288.72		
032102	11/29/21	RED12	REDDING FREIGHTLINER,	150.11	057605:02	EQUIP MAINT-
032103	11/29/21	SAF05	SAFARILAND, LLC	156.50	I21149330	MAT & SUPPLIES-POLICE
032104	11/29/21	TEH31	TEHAMA COUNTY MOSQUITO &	166.09	210701	GEN INS-GEN CITY
032105	11/29/21	TEH36	TEHAMA COUNTY LOCK & SECU	200.00	44804	MAT & SUPPLIES-POLICE
032106	11/29/21	VER02	VERIZON WIRELESS	227.64	989185341	PROP 30-MDC
032107	11/29/21	WAL02	WALKER PRINTING	844.06	40532	MAT & SUPPLIES-POLICE
032108	11/30/21	\H081	LILIA HUEZO	38.89	000C11101	MQ CUSTOMER REFUND FOR HUE0003
032109	11/30/21	\V047	YOLANDA VILLA	50.00	000C11101	MQ CUSTOMER REFUND FOR VIL0035
			Cash Account Total.....	46206.57		
			Total Disbursements.....	46206.57		
			Cash Account Total.....	.00		

REPORT.: Nov 30 21 Tuesday
RUN....: Nov 30 21 Time: 10:58
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 11-21 thru 11-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12862	11/24/21	AFL01	AMERICAN FAMILY LIFE	960.66 126.28	C11130 1C11130	AFLAC INS.PRE TAX AFLAC INS.AFTER TAX
Check Total.....:				1086.94		
12863	11/24/21	BLU02	BLUE SHIELD OF CALIFORNIA	19442.93	C11130	MEDICAL INSURANCE
12864	11/24/21	OEU01	OPERATING ENGINEERS #3	25049.00	C11130	MEDICAL INSURANCE
12865	11/24/21	OEU02	OPERATING ENG. (DUES)	396.00 726.00 567.00 767.00	C11130 1C11130 2C11130 3C11130	UNION DUES MGMNT UNION DUES POLICE UNION DUES DISPATCH UNION DUES-MISC
Check Total.....:				2456.00		
12866	11/24/21	PRI04	PRINCIPAL PLIC-SBD GRAND	2166.58 297.73 791.30	C11130 1C11130 2C11130	DENTAL INSURANCE VISION INSURANCE LIFE INSURANCE
Check Total.....:				3255.61		
Cash Account Total.....:				51290.48		
Total Disbursements.....:				51290.48		

REPORT.: Dec 08 21 Wednesday
 RUN....: Dec 08 21 Time: 14:36
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 12-21 thru 12-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032110	12/01/21	COR07	CORBIN WILLITS SYSTEMS, I	713.43	000C112011	EQUIP MAINT-FINANCE
032111	12/01/21	COR09	CORNING CHAMBER OF COMM.	1000.00	000C112011	CngChamberComm. Economic
032112	12/01/21	DEM02	DEMO, DAVID LEWIS	104.70	000C112011	PROF SVCS-FIRE DEPT
032113	12/01/21	MOO07	MOORE & BOGENER, INC.	5525.00	000C112031	CONSULTING SVCS-LGL SVCS
032114	12/01/21	OCH01	OCHOA CLEANING	4520.73	000C112011	JANITORIAL SERVICES-
032115	12/01/21	PIT01	PITNEY BOWES	183.80	000C112011	Rents/Leases Finance Dept
032116	12/01/21	SCH16	SCHLERETH, DAYMON WAYNE	54.70	000C112011	PROF SVCS-FIRE DEPT
032117	12/01/21	ATT02	AT&T	1506.84	17376749	COMMUNICATIONS-
032118	12/01/21	COP02	COPY CENTER	180.06	18287	OFFICE SUPPLIES-FINANCE
032119	12/01/21	COR05	CORNING AUTO CENTER	60.75	46306	VEH OP/MAINT-
				50.75	46308	VEH OP/MAINT-PARKS
				50.75	46309	VEH OP/MAINT-POLICE
				50.75	46310	VEH OP/MAINT-POLICE
				50.75	46313	VEH OP/MAINT-
				50.75	46314	VEH OP/MAINT-
				50.75	46316	VEH OP/MAINT-WTR
				50.75	46317	VEH OP/MAINT-BLD & SAFETY
			Check Total.....	416.00		
032120	12/01/21	COR08	CORNING LUMBER CO INC	92.49	211125	MAT & SUPPLIES-
032121	12/01/21	CRO05	CROSS PETROLEUM	705.33	CL15772	VEH OP/MAINT-FIRE
				77.93	CL15773	VEH OP/MAINT-BLD & SAFETY
			Check Total.....	783.26		
032122	12/01/21	DM001	DM-TECH	119.90	202112011	COMMUNICATIONS-GEN CITY
032123	12/01/21	GRA02	GRAINGER, W.W., INC	46.16	913353829	MAT & SUPPLIES-BLD MAINT
032124	12/01/21	INL01	INLAND BUSINESS SYSTEMS	295.16	IN2288459	COMMUNICATIONS-
032125	12/01/21	MBI00	MBIAH LLC	6028.60	211129	M'BIAN LLC-REC DEPT
032126	12/01/21	MCC07	MCCOY'S HARDWARE & SUPPLY	1189.39	211127	MAT & SUPPLIES-
032127	12/01/21	MIS01	MISSION LINEN SUPPLY	173.48	515865215	MAT & SUPPLIES-PARKS
				136.84	515912736	MAT & SUPPLIES-PARKS
			Check Total.....	310.32		
032128	12/01/21	NAP01	NAPA AUTO PARTS	422.42	211124	VEH OP/MAINT-
032129	12/01/21	PAC27	PACE SUPPLY CORP	2558.90	870948473	HYDRANT INSTALL-WTR CAP IMPROV
032130	12/01/21	PAC29	PACE ANALYTICAL SERVICES,	162.40	211170428	PROF SVCS-WTR DEPT
032131	12/01/21	PAT02	PATTERSON ELECTRIC, INC.	340.00	6060	MAT & SUPPLIES-SWR
032132	12/01/21	PGE2A	PG&E	40.53	211124	ELECT-CORNING COMMUNITY PARK
032133	12/01/21	PGE2B	PG&E	7989.29	211124	ELECT-WWTP
032134	12/01/21	QUI02	QUILL CORPORATION	-146.43	1572497C	OFFICE SUPPLIES-
				236.94	21135280	OFFICE SUPPLIES-
				80.76	21195096	OFFICE SUPPLIES-
			Check Total.....	171.27		
032135	12/01/21	REY05	R.E.Y. ENGINEERS, INC.	11436.12	22455	PROF SVCS-ATP-WEST ST SCHOOL
				6294.02	22456	PROF SVCS ADMIN-ATP-OLIVE VIEW SCHOOL
			Check Total.....	17730.14		
032136	12/01/21	RON03	RON DUPRATT FORD	32.12	259136	VEH OP/MAINT-WTR
				110.89	259194	VEH OP/MAINT-WTR
				114.33	261951	VEH OP/MAINT-FIRE
			Check Total.....	257.34		
032137	12/01/21	SAF05	SAFARILAND, LLC	27.50	I21147761	MAT & SUPPLIES-POLICE
032138	12/01/21	SUN16	SUNBEAM SOLAR OPERATIONS	10085.70	200100156	ELECT-
032139	12/01/21	USA01	USA BLUE BOOK	-444.03	677444C	MAT & SUPPLIES-WTR
				1118.88	800849	MAT & SUPPLIES-WTR
			Check Total.....	674.85		
032140	12/01/21	WHI06	WHITE, BRETT	42.98	211130	PANT REIMBURSEMENT-PW ADMIN
032141	12/02/21	CRO05	CROSS PETROLEUM	1528.46	CL15387	MAT & SUPPLIES-

REPORT.: Dec 08 21 Wednesday
RUN....: Dec 08 21 Time: 14:36
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 12-21 thru 12-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032142	12/02/21	GRA02	GRAINGER, W.W., INC	173.64	912909986	MAT & SUPPLIES-PAL
032143	12/02/21	LAU01	LAUREL AG & WATER	245.05	INVLP1013	MAT & SUPPLIES-WTR
032144	12/02/21	LIM00	LIMA, DOUGLAS W.	45.00	211123	SAFETY ITEMS-FIRE
032145	12/02/21	MOR00	MORRIS, TROY	45.00	211123	SAFETY ITEMS-FIRE
032146	12/02/21	PES01	PESTMASTER SERVICES, INC.	990.79 990.79	319540 324129	TREE/PEST & WEED SPRAY- TREE/PEST & WEED SPRAY-
			Check Total.....	1981.58		
032147	12/07/21	AIR00	AIRGAS USA, LLC	64.80	998475730	MAT & SUPPLIES-FIRE
032148	12/07/21	AQU00	AQUA-METRIC SALES COMPANY	10270.26	INV008406	WTR METER REPLAC-WTR CAP IMPROV
032149	12/07/21	ARA02	ARAMARK UNIFORM SERVICES	90.76 90.76 90.76 90.76 90.76	000260913 000266214 000271196 000276741 000282444	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT
			Check Total.....	453.80		
032150	12/07/21	ARM02	ARMSTRONG	20179.80 5328.00	216745-05 216746-04	AIRPORT 21-TASK B AIRPORT (ALP UPDATE) AIRPORT 21-TASK C AIRPORT (PMMP)
			Check Total.....	25507.80		
032151	12/07/21	ATT15	AT&T MOBILITY	777.16	211119	COMMUNICATIONS-
032152	12/07/21	ATT17	AT&T	89.17	211130	COMMUNICATIONS-FIRE
032153	12/07/21	BDI00	BDI	20.06	950220464	MAT & SUPPLIES-
032154	12/07/21	COR01	CORNING VETERINARY CLINIC	113.16	66996	MAT & SUPPLIES-ACO
032155	12/07/21	CRO05	CROSS PETROLEUM	1138.53	CL15388	VEH OP/MAINT-
032156	12/07/21	CYR00	CYRACOM, LLC	25.00	1425667	COMMUNICATIONS-DISPATCH
032157	12/07/21	DOW01	DOWN RANGE	898.94	502046	SAFETY ITEMS-POLICE
032158	12/07/21	FAS02	FASTENAL COMPANY	7.53	126544	MAT & SUPPLIES-WTR
032159	12/07/21	FIR05	FIRST NATIONAL BANK OMAHA	217.46	211129	OFFICE SUPPLIES-
032160	12/07/21	FIR10	FIRST NATIONAL BANK OMAHA	64.95	12072021	COMMUNICATIONS-DISPATCH
032161	12/07/21	FIR11	FIRST NATIONAL BANK OMAHA	170.27	211129	SAFETY ITEMS-FIRE
032162	12/07/21	FIR16	FIRST NATIONAL BANK OMAHA	37.66	211129	MAT & SUPPLIES-WTR
032163	12/07/21	GAY02	GAYNOR TELESYSTEMS, INC	85.00	000040302	COMMUNICATIONS-BLD & SAFETY
032164	12/07/21	LNC01	LN CURTIS & SONS	392.21	INV548963	SAFETY ITEMS-FIRE
032165	12/07/21	NOR47	NORTHSTAR	450.00 7500.00	78290 78292	PROF SVCS-AIRPORT PROF SVCS-PW ADMIN
			Check Total.....	7950.00		
032166	12/07/21	PAC27	PACE SUPPLY CORP	2558.90	870948474	HYDRANT INSTALL-WTR CAP IMPROV
032167	12/07/21	PAC29	PACE ANALYTICAL SERVICES,	162.40	211190228	PROF SVCS-WTR DEPT
032168	12/07/21	PGE01	PG&E	702.54	211203	ELECT-
032169	12/07/21	PGE04	PG&E	433.69 435.78	211201 211203	TranspFacility- TranspFacility-
			Check Total.....	869.47		
032170	12/07/21	PGE05	PG&E	2139.53	211203	FIRE-ELECT & GAS
032171	12/07/21	PGE2A	PG&E	105.12 71.39 190.24	211130 211201 211130A	ELECT-MARTINI PLAZA ELECT-CLELAND PROP ELECT-MCDONALD,CASSANDRA,SALADO L&L & TOOMES AVE
			Check Total.....	366.75		
032172	12/07/21	QUI02	QUILL CORPORATION	10.23 134.68	21229451 21404272	OFFICE SUPPLIES-PW ADMIN OFFICE SUPPLIES-FINANCE
			Check Total.....	144.91		
032173	12/07/21	RIV04	RIVER CITIES COUNSELING,	37336.13	755	COUNSELOR-PROP 47 CYCLE 2
032174	12/07/21	SEI01	SEILER, ROY R., CPA	2300.40	30426	PROF SVCS-FINANCE
032175	12/07/21	TEH15	TEHAMA CO SHERIFF'S DEPT	24.50	12072021	PROF SVCS-POLICE

REPORT.: Dec 08 21 Wednesday
RUN....: Dec 08 21 Time: 14:36
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 12-21 thru 12-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032176	12/07/21	TEH34	TEHAMA COUNTY PROBATION	783.66	2021-017	MAT & SUPPLIES-REC
032177	12/07/21	VAL01	VALLEY INDUSTRIAL COMM.	165.00	12896	EQUIP MAINT-FIRE
032178	12/07/21	WAL02	WALKER PRINTING	129.77	40636	PRINT/ADVERT-DISPATCH
032179	12/08/21	BEN01	BENBOW, W.B.	956.00	00000508	WELL TELEMETRY-WTR CAP IMPROV
032180	12/08/21	DEP03	DEPT OF TRANS/CAL TRANS	51.46	SL220392A	Equip.Maint. St&Trf Light
032181	12/08/21	EMP03	EMPOWER TEHAMA	1500.00	SART09232	PROF SVCS-POLICE
032182	12/08/21	FIR14	FIRST NATIONAL BANK OMAHA	907.79	12072021A	OFFICE SUPPLIES-
032183	12/08/21	GRA02	GRAINGER, W.W., INC	23.65	914347382	MAT & SUPPLIES-WTR
032184	12/08/21	PAY01	PAYGOV.US LLC	2000.87	865	COVID 19-FINANCE
032185	12/08/21	RED00	RED BLUFF DAILY NEWS	360.00	6623449	PRINT/ADVERT-CITY CLERK
032186	12/08/21	TAN00	T AND S DVBE, INC.	986.67	21-3263	MAT & SUPPLIES-STR
032187	12/08/21	THO01	THOMES CREEK ROCK CO	658.80	211201	MAT & SUPPLIES-
032188	12/08/21	TPX00	TPX COMMUNICATIONS	705.11	150390485	COMMUNICATIONS-
032189	12/08/21	WAR05	WARREN, DANA KARL	269.80	211208	REC INSTRUCTOR-REC
Cash Account Total.....				171980.46		
Total Disbursements.....				171980.46		
				=====		
Cash Account Total.....				.00		

REPORT.: Dec 08 21 Wednesday
 RUN....: Dec 08 21 Time: 14:36
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 12-21 thru 12-21 Bank Account.: 1025

PAGE: 004
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12877	12/02/21	BAN03	POLICE OFFICER ASSOC.	300.00	C11130	POLICE OFFICER ASSOC
12878	12/02/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C11130	WITHHOLDING ORDER
12879	12/02/21	EDD01	EMPLOYMENT DEVELOPMENT	5036.69	C11130	STATE INCOME TAX
				1577.13	1C11130	SDI
			Check Total.....	6613.82		
12880	12/02/21	FED00	FEDERAL PAYROLL TAXES (EF	13962.24	C11130	FEDERAL INCOME TAX
				16933.90	1C11130	FICA
				3960.34	2C11130	MEDICARE
			Check Total.....	34856.48		
12881	12/02/21	ICM01	ICMA RETIREMENT TRUST-457	4035.08	C11130	ICMA DEF. COMP
				185.00	1C11130	ICMA DEF. COMP ER PD
			Check Total.....	4220.08		
12882	12/02/21	PERS1	PUBLIC EMPLOYEES RETIRE	25492.92	C11130	PERS PAYROLL REMITTANCE
12883	12/02/21	PERS4	Cal Pers 457 Def. Comp	3020.59	C11130	PERS DEF. COMP.
				497.50	1C11130	PERS DEF. COMP. ER P
			Check Total.....	3518.09		
12884	12/02/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C11130	WageOrder F#20000149
12885	12/02/21	VAL06	VALIC	1946.30	C11130	AIG VALIC P TAX
				202.50	1C11130	AIG VALIC P TAX ER P
			Check Total.....	2148.80		
12886	12/02/21	\BAN4	BANNER BANK-323371076	1050.00	C11130	BANNER BANK-SAVINGS
				240.14	1C11130	HSA DEDUCTIBLE
			Check Total.....	1290.14		
12887	12/02/21	\CCB1	CORNERSTONE COMMUNITY BAN	50.00	C11130	CORNERSTONE CMTY BNK
				50.00	1C11130	CORNERSTONE CMTY BNK
				100.00	2C11130	CORNERSTONE CMTY BNK
			Check Total.....	200.00		
12888	12/02/21	\OECU	OPER ENG FED CU-321176260	220.00	C11130	CREDIT UNION SAVINGS
12899	12/02/21	\WEL1	WELLS FARGO - 121042882	1750.00	C11130	WELLS FARGO
			Cash Account Total.....	80859.68		
			Total Disbursements.....	80859.68		

Date.: Dec 8, 2021
Time.: 3:04 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
ALTERNATIVE ENERGY S	13620 HWY 99	CHICO, CA 95973	PV SOLAR INSTALLER	12/08/21
DAISY'S ICE CREAM	1309 SOLANO ST.	CORNING, CA 96021	ICE CREAM SHOP, FOOD, AND CANDY SALES	12/08/21
E&M YARD MAINT. & UP	2175 BLOSSOM AVE	CORNING, CA 96021	DEBRI REMOVAL & YARD MAINTENANCE	12/07/21
FAVELA'S BEAUTY SALO	410 SOLANO ST	CORNING, CA 96021	BEAUTY SALON	12/01/21
FAVELA'S ACADEMY	408 SOLANO ST	CORNING, CA 96021	COSMETOLOGY CLASSES UNDER A COSMETOLOGY	12/01/21
THRIVE ON \$5	707 FOURTH ST	CORNING, CA 96021	JEWELRY & ACCESSORIES, RETAIL	12/07/21

CITY OF CORNING
TREASURER'S REPORT
NOVEMBER 2021

<u>AGENCY</u>		<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$	9,082,611.04	0.24%

Respectfully submitted:

Laura L. Calkins
City Treasurer



Monthly Permit Report

11/01/2021 - 11/30/2021

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Description	Project Cost
21316	11/30/2021		073-300-032	976 Snow Peak Street	MORFIN DIOSALINA REYES	250 DIVISIDERO AVE # 34	CORNING	96021			\$0
21315	11/29/2021	approved " FEES DUE "	073-280-006-000	870 Stonefox St.	VELAZQUEZ, ARTEMIO DUARTE	870 Stonefox St.	Corning	96021	Solar	INSTALLING A ROOF MOUNTED 6.545 kW PHOTOVOLTAIC SYSTEM CONSISTING OF 17 MODULES.	\$28,024
21314	11/29/2021	ISSUED	073-052-002-000	454 DEL NORTE AVE	SNIDER, TIMOTHY D ETAL	454 DEL NORTE AVE	CORNING CA 96021		Solar	10.150 kW DC roof mount solar	\$56,130
21313	11/29/2021	Finald	073-153-002-000	417 CHESTNUT ST	MARTIN, LINDA S	P O BOX 194	Corning	96021	Electrical	panel change out 200 amp	\$2,000
21312	11/24/2021	approved " FEES DUE "	073-300-019	926 Sunny Street	Richards Shannon ETAL	1351 West St.	Corning	96021	Solar	Install solar PV 7.1KW 20 panels. install battery LG Chem 1 module	\$13,490
21311	11/24/2021	approved " FEES DUE "	071-156-010-000	920 HOUGHTON AVE	CAIRO, FRANK	920 HOUGHTON AVE	Corning	96021	Solar	Install PV solar 10.075KW (31) Panels	\$19
21310	11/22/2021	Approved	071-300-073-000	1241 PALM AVE	WELLS, WILLIAM D	1241 PALM AVE	CORNING	96021	Plumbing	Sewer Line Repair	\$500
21309	11/18/2021	approved " FEES DUE "	073-300-002	375 CLEAR CREEK STREET	Thomas Amy ETAL	2162 Hartford Dr. #113	CHICO	95928	Solar	7.6 kW PV ROOF MT ON RES	\$22,011
21308	11/17/2021	ISSUED	073-171-002-000	1575 EAST ST	Mei Yu Rong	10554 Rudder Way	Stockton, CA 95209		Demo	SEE CODE CASE # 82 NOTES	\$2,500
21307	11/16/2021								Electrical	City building hit by car on 99 W - Pump House	\$0
21306	11/16/2021	ISSUED	071-045-006-000	1413 NORTH ST	JOYCE A SCOTT TRUST; SCOTT, JOYCE A ETAL TRS	1413 North St.	Corning	96021	Electrical	New Panel 200 amp	\$2,500
21305	11/16/2021	Finald	069-260-048-000	4570 BARHAM AVE	WILLIAMS, KATHERINE F TRUSTEE K F WILLIAMS L/ TRUST	P O BOX 191	CORNING CA 96021		Electrical	New Panel 100 amp	\$2,500
21304	11/16/2021	approved " FEES DUE "	073-280-004-000	460 Clear Creek ST.	Oscar & Alejandra Aava	460 CLEAR CREEK ST.	CORNING	96021	Solar	9.24 kW PV ROOF MT. ON RESIDENCE	\$24,992
21303	11/15/2021	approved " FEES DUE "	073-280-002-000	440 CLEAR CREEK ST.	ROCIO & MAURO HERNANDEZ	440 CLEAR CREEK ST.	CORNING	96021	Solar	Install solar PV 7.300KW 20 Panels.	\$13,870
21302	11/15/2021	Cancelled							HVAC	Install furnace	\$10,000
21301	11/12/2021	approved " FEES DUE "	071-074-002-000	1851 COLUSA ST	PRICE, WARREN C & LORETTA F	1851 COLUSA ST	Corning	96021	Mechanical	CHANGE OUT 4 TON SPLIT SYSTEM LIKE FOR LIKE	\$12,950
21300	11/12/2021	ISSUED	071-172-012-000	1009 SIXTH AVE	NEREY, PABLO ETAL	3211 WOODSON AVENUE	Corning	96021	ReModel	Fire in the kitchen.	\$10,000
21299	11/12/2021	ISSUED	073-300-039	906 SNOW PEAK STREET	Rose Jodi	463 Posada Way #7	CHICO	95973	Solar	6.93 kW PV ROOF MOUNT ON RESIDENCE 18 MODULES	\$18,711
21298	11/10/2021	ISSUED	071-280-037-000	1465 FIG LN	MADERA, MARCELA	1465 FIG LN	Corning	96021	Solar	INSTALL NEW ROOF MOUNT SOLAR PV 4.9KW 14 PANELS WITH NEW 100A MPU	\$17,248
21297	11/9/2021		071-201-008-000	1184 TOOMES AVE	LASHLEY, THOMAS & HEIDI	1184 TOOMES AVE	Corning	96021	Roof	Tear off and reroof w/comp. shingles.	\$8,577

21296	11/9/2021	ISSUED	071-250-051-000	1855 MANZANILLO LN	STONE, HAYLEY M ETAL	1855 MANZANILLO LANE	Corning	96021	Mechanical	C/O GAS SPLIT SYSTEM INSTALL NEW 3.5TON SPLIT SYSTEM HEAT PUMP	\$9,253
21295	11/5/2021	Under Review	069-220-017-000	888 HWY 99W	WONG, JOSEPH TRUSTEE	% J & A FOOD SERVICE INC	400 REDCLIFF DR REDDING CA 96002		Building	FIRE LIFE, SAFETY INSPECTION . FOR BUSINESS LICENSE	\$0
21294	11/4/2021	ISSUED	071-115-009-000	1101 COLUSA ST	SANCHEZ, JAIRO	1101 COLUSA ST	Corning	96021	Solar	Install Solar PV 5.475KW	\$10,403
21293	11/3/2021	ISSUED	073-300-004	395 CLEAR CREEK STREET	Caldera Jose III	710 Vista Way #504	Red Bluff	96080	Solar	6.16 kW PV	\$17,864
21292	11/2/2021	Finald	071-140-040-000	2013 SOLANO ST	99 CENT PLUS GROCERY INC; SAYEGH BROTHERS INC; DBA SOLANO ST LIQUOR & GROCERY	2013 Solano St.	Corning	96021	Electrical	Service Change	\$2,500
21291	11/2/2021	Finald	073-010-018-000	406 SOLANO ST	SOSA, PABLO & SOSA, MARTHA CERVANTES	1184 VERONICA CT	E PALO ALTO CA 94303			INSPECTION FOR BUSINESS LICENSE	\$0
21290	11/2/2021	ISSUED	071-133-005-000	1202 Solano St.	JOHNNY HERNANDEZ	710 FOURTH ST.	CORNING	96021	HVAC	mini split	\$3,800
21289	11/1/2021	Finald	073-134-006-000	826 Chestnut St.	Salvador Magana Living Trust 6/20/20	1268 Chicago Ave.	Corning	96021	Electrical	INSTALL NEW MSP	\$2,500
21288	11/1/2021	Under Review	071-132-007-000	1309 SOLANO ST	BRAVO, EFRAIN ABUNDIZ ETAL; DBA DAISYS ICE CREAM SHOPPE	7931 Highway 99 w	Gerber	96035	Building	THIS IS A CHANGE OF OWNER SHIP/ NEW BUSINESSES LICENSE	\$0
											\$292,342

Total Records: 29

12/2/2021



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT NOVEMBER 2021

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



- IAS on site to conduct ELAP required laboratory inspection
- installed new influent sample refrigerator
- Performed inspections of collection system trouble spots
- Completed annual chronic toxicity testing.
- Completed OSHA required meeting with Corning Fire Department to discuss chemical release response plan.
- Peterson Cat on site to replace cooling system parts on emergency generator
- North State Electric on site to replace seals in #1 aerator. During inspection it was determined that gear box bearings and motor bearings needed to be replaced.

November 2021

Effluent Flow Monthly Average= 661,566 GPD

**ITEM NO.: G-9
AUTHORIZE PAYMENT OF INVOICE
#22455 IN THE AMOUNT OF \$11,436.12
TO R.E.Y. ENGINEERS FOR THE WEST
STREET SCHOOL ATP CONNECTIVITY
PROJECT ENGINEERING AND
ENVIRONMENTAL SERVICES**

December 14, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Staff requests Council authorize payment of invoice #22455 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$11,436.12. This will be the third payment for this contract.

A summary of work completed between October 1st to October 31st is attached to the invoice.

BACKGROUND:

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

FUNDING:

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

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #22455 IN THE AMOUNT OF \$11,436.12 TO R.E.Y. ENGINEERS FOR THE WEST STREET SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES



R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR

905 Sutter Street, Suite 200
Folsom, CA 95630

City of Corning
794 Third Street
Corning, CA 96021

Invoice number 22455
Date 11/17/2021

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

Professional services through October 31, 2021

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	88.78	26,634.81	15,198.69	11,436.12
2 Plans, Specifications, and Estimates	145,000.00	0.00	0.00	0.00	0.00
3 Right of Way	15,000.00	0.00	0.00	0.00	0.00
4 Utility A Letters	0.00	100.00	830.22	830.22	0.00
Total	190,000.00	14.39	27,465.03	16,028.91	11,436.12

Invoice total 11,436.12

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22455	11/17/2021	11,436.12	11,436.12				
	Total	11,436.12	11,436.12	0.00	0.00	0.00	0.00



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

November 16, 2021

City of Corning
794 Third Street
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

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

Work Performed This Period:

- Project Approval and Environmental Document
 - Project Management
 - Bi-Weekly check in and status update(s)
 - Invoice preparation
 - Environmental Services
 - No work this month
 - Topographic data collection
 - Boundary Resolution
 - DIP MH's and DI's
 - Monument location
 - Preliminary Design
 - Prepare preliminary design and alternatives to address constrained right of way
 - Review options with City and receive direction confirming avoidance of right of way acquisition
- Additional Tasks
 - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Preliminary Design
 - Advance design with alternative which avoids right of way acquisition
 - Advance to PS&E Phase (December 2021)

Issues / Concerns:

- None identified at this time

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	88.78	\$26,634.81
2 Plans, Specifications and Estimates	\$145,000.00	0	\$0.00
3 Right of Way	\$15,000.00	0	\$0.00
Additional Tasks			
4 Utility A Letters		100	\$830.22
Total	\$190,000.00	14.39	\$27,465.03

Submitted By,

Aaron Brusatori, PE

**ITEM NO.: G-10
AUTHORIZE PAYMENT OF INVOICE
#22456 IN THE AMOUNT OF \$6,294.02 TO
R.E.Y. ENGINEERS FOR THE OLIVE
VIEW SCHOOL ATP CONNECTIVITY
PROJECT ENGINEERING AND
ENVIRONMENTAL SERVICES**

December 14, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUMMARY:

Staff requests Council authorize payment of invoice #22456 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$6,294.02. This will be the third payment for this contract.

A summary of work completed between October 1st to October 31st is attached to the invoice.

BACKGROUND:

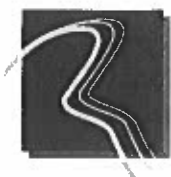
On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the Olive View School Connectivity Project to R.E.Y. Engineers in the amount of \$175,000.00.

FUNDING:

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

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #22456 IN THE AMOUNT OF \$6,294.02 TO R.E.Y. ENGINEERS FOR THE OLIVE VIEW SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES.



R.E.Y. ENGINEERS, INC.
Civil Engineers | Land Surveyors | LiDAR

905 Sutter Street, Suite 200
Folsom, CA 95630

City of Corning
794 Third Street
Corning, CA 96021

Invoice number 22456
Date 11/17/2021

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

Professional services through October 31, 2021

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	50.70	15,210.45	8,916.43	6,294.02
2 Plans, Specifications, and Estimates	133,000.00	0.00	0.00	0.00	0.00
3 Right of Way	12,000.00	0.00	0.00	0.00	0.00
4 Utility A Letters	0.00	100.00	643.82	643.82	0.00
Total	175,000.00	9.03	15,854.27	9,560.25	6,294.02

Invoice total 6,294.02

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22456	11/17/2021	6,294.02	6,294.02				
	Total	6,294.02	6,294.02	0.00	0.00	0.00	0.00



R.E.Y. ENGINEERS, INC.
CIVIL ENGINEERS | LAND SURVEYORS | L.D.A.P.

November 16, 2021

City of Corning
794 Third Street
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

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

Work Performed This Period:

- Preliminary Engineering
 - Project Management
 - Bi-Weekly check in and status update(s)
 - Invoice preparation
 - Environmental Services
 - No work this month
 - Topo / Boundary
 - Tie Monuments
 - DIP Manholes and Di's
 - Boundary Resolution
- Additional Tasks
 - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Preliminary Design
 - Topographic and Base Map preparation
 - Horizontal design and review with City

Issues / Concerns:

- None identified at this time

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	50.70	\$15,210.45
2 Plans, Specifications and Estimates	\$133,000.00	0	\$0.00
3 Right of Way	\$12,000.00	0	\$0.00
Additional Tasks			
4 Utility A Letters		100	\$643.82
Total	\$175,000.00	9.03	\$15,854.27

Submitted By,

Aaron Brusatori, PE

**ITEM NO.: G-11
APPROVE ADDENDUM #3 FOR
AGREEMENT BETWEEN THE CITY AND
NORTHSTAR FOR PUBLIC WORKS
CONSULTANT SERVICES AT \$165 PER
HOUR.**

December 14, 2021

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

SUMMARY:

Staff is requesting Council approve Addendum #3 for the current Agreement to provide Public Works Consultant Services to the City for an additional year, the time period of September 22, 2021 through September 21, 2022 with an increase in fees from \$150 per hour to \$165 per hour. This Agreement will serve as an Addendum to our previous Agreement dated September 21, 2018 (approved by the City Council on September 25th), Addendum No. 1 (September 11, 2019), and Addendum No. 2 (September 22, 2020). Work under this Agreement will be subject to the terms and conditions of the previous Agreement and stated in Exhibit "A" Scope of Services and Exhibit "B" Cost Proposal (attached to Addendum). Addendum #3 is attached for Council review.

BACKGROUND:

Robin Kampmann, NorthStar, currently serves as the City Engineer and began serving as the Public Works Consultant October 1, 2018. Under this Agreement, Mrs. Kampmann provides Public Works Consultant Services to the City. Her regular hours will be Mondays and Wednesdays from 8:15 a.m. to 5:00 p.m., she will attend City Council Meetings on the 2nd and 4th Tuesdays of every month, and additional hours at the City Managers request. Since Mrs. Kampmann also serves as the City Engineer, she will, at the approval of the City Manager, coordinate with NorthStar Staff when needed to ensure that City needs are being met. This arrangement provides time-savings by also having her serve as the Public Works Consultant.

FINANCIAL:

The cost for Mrs. Kampmann's services is currently \$150 per hour, she is requesting an increase of \$15 per hour. If approved, her hourly rate will be \$165 per hour for services provided two days per week and attendance at City Council meetings when needed. It is anticipated that the services under this Agreement should not exceed \$150,000 annually. This cost has been incorporated into the Budget for FY 2021/2022 – Professional Services/PWAdmin: 610-6300-3800 & 630-6300-3800.

RECOMMENDATION:

MAYOR AND COUNCIL:

- 1. APPROVE \$15 HOURLY RATE INCREASE ADDENDUM #3 FOR THE AGREEMENT BETWEEN THE CITY AND NORTHSTAR FOR PUBLIC WORKS CONSULTANT SERVICES; and,**
- 2. AUTHORIZE THE CITY MANAGER TO EXECUTE AND SIGN THE ADDENDUM**



ADDENDUM NO. #3
TO AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CONSULTANT AND CLIENT

DATE: September 25, 2021

CLIENT: City of Corning
794 Third Street
Corning, CA 96021
Attn: Kristina Miller

CONSULTANT: NorthStar
111 Mission Ranch Blvd., Suite 100
Chico, CA 95926
(530) 893-1600

PROJECT: Contract Engineering Service

NS#: 18-087

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

1. This agreement will serve as an addendum to our previous Agreement, dated September 21, 2018, Addendum 1, dated September 11, 2019, and Addendum 2, dated September 16, 2020. Work under this Agreement will be subject to the terms and conditions of our previous Agreement, except as noted below.
2. Consultant agrees to perform the additional services as set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Additional Scope of Services").
3. Client agrees (unless otherwise stated herein) to compensate Consultant for its Services according to the cost proposal attached hereto as Exhibit "B" and incorporated herein by this reference ("Cost Proposal for Additional Work").

B. GENERAL PROVISIONS:

1. **Timeline for Offer to Contract / Termination of Agreement.** This offer to contract for additional services is good for 14 days after the date shown below in the Consultant's signature block. If Client fails to sign this contract within 14 days, the offer for additional services shall be withdrawn making it null and void. Client may terminate this contract by giving notice to Consultant in writing and bringing all outstanding charges current prior to termination of Agreement.
2. **Liability Limits.** Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and all contractors and subcontractors is limited to three times the contract amount for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorneys' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Client further agrees to notify all contractors and sub-contractors of this limitation of Consultant's liability to them and require them to abide by this limitation of damages suffered by any contractor or subcontractor arising from Consultant's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Consultant's actions or inactions.

3. **Preparation of Agreement.** By signing the Agreement, both parties consent that the Agreement has been prepared and negotiated equally by Client and Consultant.

Addendum to Agreement

NS#: 18-087

Page 1 of 5

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

4.

5.

CLIENT:

BY: _____

TITLE: _____

SIGNED: _____

DATE: _____

CONSULTANT:

BY: Robin Kampmann

TITLE: Senior Engineer

LICENSE NO. PCE 73943

SIGNED: [Signature]

DATE: 12/6/2021

CONSULTANT:

BY: _____

TITLE: _____

LICENSE NO. _____

SIGNED: _____

DATE: _____

ATTACHMENTS included and made a part of this agreement:

X	EXHIBIT "A"	ADDITIONAL SCOPE OF SERVICES
X	EXHIBIT "B"	COST PROPOSAL & STANDARD RATE SCHEDULE
	EXHIBIT "C"	
	EXHIBIT "D"	



EXHIBIT "A"
SCOPE OF SERVICES

Consultant agrees to perform the following services:

As requested, NorthStar will continue to provide the Public Works Director Consultant services described below for an additional one (1) year from the expiration date of the Addendum No. 2 of September 25, 2021. At such time the contract may be extended with terms agreed upon by both the City of Corning and NorthStar.

The services include:

Provide Public Works Director Consultant services as requested by the City of Corning City Manager. The general duties of the Public Works Director Consultant may include those as described in the Public Works Director Job Description dated July 18, 2018.

Robin Kampmann, PE will be the acting Public Works Director Consultant and will be in charge of the day-to-day work effort for the City and will be the primary point of contact for the City. Robin will attend the following regular hours at the City of Corning:

Mondays – 8:15am to 5:00pm

Wednesdays – 8:15am to 5:00pm

City Council Meetings – 2nd and 4th Tuesday of every month

Additional hours will be requested by the City Manager. Robin will identify the need for additional NorthStar staff with consultation and approval of the City Manager to ensure that the City's needs are being met. Additional staff may include, but is not limited to, land surveying, engineering services, architectural services and planning services.



EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: This is a Time & Material project with standard hourly rates:

Robin Kampmann, Senior Engineer	\$165.00
---------------------------------	----------

If additional staff is requested, they will be billed on a Time & Material basis at the current hourly rate. Standard Hourly Rate sheets will be provided as needed.



EXHIBIT "B"
STANDARD HOURLY RATES
Effective July 1, 2021 through June 30, 2022*

Engineering/Surveying

	<u>Hourly Rate</u>
Principal Engineer/Surveyor	\$220.00
Senior Managing Engineer/Surveyor	\$200.00
Senior Engineer/Surveyor	\$180.00
Associate Engineer/Surveyor	\$160.00
Assistant Engineer/Surveyor	\$140.00
Junior Engineer	\$120.00
Senior Designer/Technician	\$130.00
Associate Designer/Technician	\$110.00
Assistant Designer/Technician	\$ 90.00
Party Chief	\$180.00
Two-Person Survey Crew	\$245.00
Three-Person Survey Crew	\$310.00
Party Chief (Prevailing Wage)	\$200.00
Two-Person Survey Crew (Prevailing Wage)	\$325.00

Architecture

	<u>Hourly Rate</u>
Senior Architect	\$175.00
Project Architect	\$160.00
Assistant Architect	\$145.00
Architectural Job Captain	\$130.00
Architectural Drafter	\$110.00

Planning/Environmental/GIS

	<u>Hourly Rate</u>
Principal Planner	\$170.00
Senior Planner/Enviro Scientist/Planner/GIS Analyst	\$145.00
Associate Planner/Enviro Scientist/Planner/GIS Technician	\$120.00
Assistant Planner/Enviro Scientist/Planner	\$100.00

Administrative

	<u>Hourly Rate</u>
Project Management	\$160.00
Administrative	\$ 95.00

Other

	<u>Rate</u>
Litigation Support – Expert Witness Testimony	\$500.00 per hour
Mileage	Current Federal Rate
Reproduction, Materials, Fees, Special Mail, etc.	Cost + 15%
Subcontractors	Cost + 15%

*Rates typically increase 4-5% per year

DIRECTOR OF PUBLIC WORKS

DEFINITION

Under the administrative direction of the City Manager, to plan, organize and direct a comprehensive public works program, including engineering, design and construction, streets, parks, water and sewer, airport, and building / grounds / equipment maintenance functions, review of private sector development; to serve as public works plan and map checker and public works inspector as necessary; and to perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Director of Public Works is a single-position classification responsible for the overall administration of the Public Works Department. The incumbent supervises management, field and office support staff, and acts as the technical advisor to the City Manager and City Council in matters pertaining to public works and engineering programs and projects.

EXAMPLES OF DUTIES – Duties may include, but are not limited to the following:

- ❖ Plans, organizes, directs and evaluates the programs and activities of the Public Works Department, including engineering, streets, parks, water and sewer, airport, building/grounds/equipment maintenance; ensures the provision of effective and efficient services to meet community needs.
- ❖ Advises the City Manager and City Council in all public works and engineering matters.
- ❖ Develops and directs the implementation of goals, objectives, policies, procedures and work standards for the department and municipal infrastructure; formulates a ten-year Capital Improvement Plan and other plans related to municipal infrastructure for public works projects.
- ❖ Develop, interpret and ensure department compliance with all City and Department policies and procedures, standards of quality and safety, and all applicable local, state and federal laws and regulations.
- ❖ Prepares and administers the department's annual budget; monitors and approves expenditures.
- Selects, supervises, motivates and evaluates the performance of assigned staff. Provides for appropriate professional / technical development for staff and implements disciplinary action as appropriate.
- Ensures employees are trained and training is documented to meet CalOSHA required safe work practices.
- Directs and reviews the work of contract consultants providing assistance to the department; reviews or prepares related requests for proposals and contracts.
- Inspects City buildings, grounds and equipment for proper condition, safety and compliance with codes and regulations.
- Identifies City needs and priorities for specific public works projects.
- Performs professional-level work in areas of responsibility, including building / construction inspection, plan review, and the review and approval of specifications, estimates, contracts and reports.
- Prepares and directs the preparation of periodic and special reports regarding departmental activities.
- Monitors legislation and trends in areas of responsibility; evaluates their impact on City operations and recommends and implements policy and procedural improvements.
- Coordinates department activities and services with other departments and agencies as appropriate.

- Makes presentations before City Council; represents the City in meetings with representatives of various councils and commissions, governmental agencies, professional / business / community organizations, and the public.
- Receives and responds to difficult and sensitive inquiries, concerns and complaints regarding department programs, activities and personnel.
- Attends meetings, training, conferences, etc., as appropriate to enhance job knowledge and skills.

MINIMUM QUALIFICATIONS

Knowledge of:

- ❖ All federal, state, county and city laws, codes, rules, regulations and standards affecting municipal public works programs and projects.
- ❖ Administrative principles and methods, including goal setting, planning, program and budget development and implementation.
- ❖ Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- ❖ Principles of supervision, training and performance evaluation.
- ❖ Civil engineering principles and practices as applied to the field of municipal public works.
- ❖ Technical, legal, financial and public relations issues related to the conduct of a public works program.
- ❖ Methods of preparing designs, plans, specifications, estimates, reports and recommendations related to public works / utilities facilities.
- ❖ Methods, materials, tools and equipment used in the maintenance and repair of streets, curbs, gutters, parks, water / sewer lines and mains, and other public works facilities and systems.
- ❖ Modern office practices and technology, including the use of computers for data and word processing and records management.
- ❖ Proper English usage, spelling, grammar and punctuation.
- ❖ Business letter and report writing.
- ❖ Business and engineering mathematics.

Ability to:

- Interpret, analyze and apply federal, state and local laws, rules and regulations, policies and procedures pertaining to department administration and operations.
- Develop, implement and interpret goals, objectives, policies and procedures, and work standards.
- Analyze complex problems, evaluate alternatives and make sound recommendations in support of goals.
- Determine work priorities and effectively coordinate and schedule resources and staff to perform activities and projects within time limits.
- Prepare and administer a budget.
- Select, train, supervise and evaluate the performance of assigned staff.
- Exercise sound independent judgment within general policy guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Represent the City effectively in meetings with others and make presentations to various groups.
- Interpret complex departmental projects and programs to the public.
- Prepare, verify, analyze and reconcile complex records, reports and recommendations.
- Communicate clearly and concisely, both orally and in writing.
- Perform required mathematical computations with accuracy.

- Use and direct the use of computers for word and data processing and records management.
- Read and interpret construction plans and specifications.
- Apply civil engineering principles to the solution of engineering problems in the field of public works.

Education and Experience:

Any combination of education and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Applicant must possess a Bachelor's degree from an accredited college or university in civil engineering or a closely related field.

Experience:

Seven years of increasingly responsible city government experience including long range planning, public works construction, operations, engineering and maintenance experience, including at least four years in a management or supervisory capacity.

Other Requirements:

Must possess a California driver's license and have a satisfactory driving record.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Tasks involve the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of weight (up to 40 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles. The employee occasionally works near moving mechanical parts and equipment and in high, precarious places and is exposed to wet and hot and/or humid conditions.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

ITEM NO.: G-12

AUTHORIZE PAYMENTS FOR INVOICE 21-216745-05 IN THE AMOUNT OF \$20,179.80 UNDER TASK ORDER "B" AND INVOICE 21-216746-04 IN THE AMOUNT OF \$5,328 UNDER TASK ORDER "C" TO ARMSTRONG CONSULTANTS, INC

December 14, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

SUMMARY:

Staff requests Council authorize payment of invoice 21-216745-05 under Task Order "B" (TO-B) for Armstrong Consultants, Inc., to provide Professional Services for the Airport Master Plan under Airport Engineering Services Agreement 2019-6 in the amount of \$20,179.80; this will be the fifth payment under Task Order "B". Services provided under Task Order "B" include Airport Narrative Project Report, Aeronautical Survey and Airport Layout Plans Update, Management & Coordination, Inventory Existing Conditions, Airport Waste Recycling, Facility Requirements, Financial Plan & Airport Layout Plan.

Staff requests Council authorize payment of invoice 21-216746-04 under Task Order "C" (TO-C) for Armstrong Consultants, Inc., to develop a Pavement Maintenance Management Plan under Airport Engineering Services Agreement 2019-6 in the amount of \$5,328; this will be the fourth payment under Task Order "C". Services provided under Task Order "C" include Project Development; Records Review & Conceptual Plan Development; Field Data Collection; Data Analysis & PMMP Report; and Project Closeout.

BACKGROUND:

On January 28, 2020 Council awarded the City Airport Engineering Services contract 2019-6 to Armstrong Consultants, Inc. The proposed services fall within this contract and can be issued as a Task Order. Council awarded Task Order "B" (TO-B) on June 8, 2021 in the amount of \$328,828 to prepare the ALP update. On June 8, 2021 Council awarded Task Order "C" (TO-C) to Armstrong Consultants, Inc. in the total amount of \$32,900 to develop a Pavement Maintenance Management Plan.

FUNDING:

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

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

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE:

- **PAYMENT FOR INVOICE 21-216745-05 IN THE AMOUNT OF \$20,179.80 UNDER TASK ORDER "B" TO ARMSTRONG CONSULTANTS, INC. FROM FUND 620-9209-3500, AIRPORT 21 Task B-AI; AND**
- **PAYMENT FOR INVOICE 21-216746-04 IN THE AMOUNT OF \$5,328 UNDER TASK ORDER "C" TO ARMSTRONG CONSULTANTS, INC., FROM FUND 620-9210-3500, AIRPORT 21 TASK C-AI.**



City of Corning
794 Third Street
Corning, CA 96021

DATE: 11/30/2021
INVOICE NO. 21-216745-05

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

FOR PROFESSIONAL SERVICES RENDERED:

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

Element - Airport Master Plan

Element 1 - Project Management & Coordination	:\$	9,124.00	X	50%	=	\$4,562.00
Element 2 - Inventory Existing Conditions	:\$	20,068.00	X	85%	=	\$17,057.80
Element 3 - Airport Waste Recycling	:\$	4,050.00	X	80%	=	\$3,240.00
Element 4 - Facility Requirements	:\$	29,852.00	X	50%	=	\$14,926.00
Element 5 - Financial Plan	:\$	23,322.00	X	0%	=	\$0.00
Element 6 - Airport Layout Plan	:\$	58,575.00	X	0%	=	\$0.00
Documentation	:\$	11,942.00	X	20%	=	\$2,388.40
Meetings & Document Production	:\$	14,995.00	X	35%	=	\$5,248.25
Subconsultants	:\$	154,500.00	X	85%	=	<u>\$131,325.00</u>
Total Amount Earned to Date =						\$178,747.45
Less Amount Previously Invoiced =						<u>-\$158,567.65</u>
Total Amount Due this Invoice =						\$20,179.80



November 30, 2021

ACI # 216745

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

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

Ms. Kampmann,

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

- Held meeting with Technical Advisory Committee to gather information for the inventory and review airfield alternatives.
- Submission of Sections 1 -8 of the draft Narrative Report for City and Technical Advisory Committee Review.
- Received orthophoto and photogrammetry files from the AGIS subconsultant.
- Progress on the AGIS survey includes submission of AGIS reports to FAA and NGS
- Field work for the RSA and property surveys have been completed.

The immediate next steps for the project include:

- Completion of AutoCAD base map from AGIS orthophoto.
- Addition of pavement condition information to inventory section of Narrative Report.
- Submission of recommended apron layouts to City and Technical Advisory Committee for review.

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

Sincerely,

ARMSTRONG CONSULTANTS, INC.

Justin Pietz
Planning Manager, Principal

Enclosure: November 2021 Invoice

S:\California\Corning\Project Files\Active Projects\216745 Corning - ALP Update\Invoice & Grant Offers\Corning Progress Report 5.docx

Grand Junction | Denver | Phoenix | Albuquerque | Reno

751 Horizon Court, Suite 255
Grand Junction, CO 81506
970.242.0101 | armstrongconsultants.com



City of Corning
794 Third Street
Corning, CA 96021

DATE: 11/30/2021
INVOICE NO. 21-216746-04

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

FOR PROFESSIONAL SERVICES RENDERED:

City of Corning, California
Corning Municipal Airport
Engineering Services
Task Order C
AIP # 3-06-0053-009-2021

Element 1 - Develop Pavement Maintenance Management Plan

Element 1 - Project Development	:\$	1,860.00	X	100%	=	\$1,860.00
Element 1 - Records Review and Conceptual Plan Development	:\$	4,900.00	X	100%	=	\$4,900.00
Element 1 - Field Data Collection	:\$	7,490.00	X	100%	=	\$7,490.00
Element 1 - Data Analysis and PMMP Report	:\$	17,760.00	X	80%	=	\$14,208.00
Element 1 - Project Closeout	:\$	890.00	X	0%	=	<u>\$0.00</u>

Total Amount Earned to Date	=	\$28,458.00
Less Amount Previously Invoiced	=	<u>-\$23,130.00</u>

Total Amount Due this Invoice	=	\$5,328.00
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Grand Junction | Denver | Phoenix | Albuquerque | Reno

751 Horizon Court, Suite 255
Grand Junction, CO 81506
970.242.0101 | armstrongconsultants.com

ITEM NO: J-13
REVIEW MAYOR'S RECOMMENDATIONS
AND APPOINT VICE MAYOR AND CITY
REPRESENTATIVES TO VARIOUS
COMMISSIONS/COMMITTEES

December 14, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: ROBERT SNOW, MAYOR
LISA M. LINNET, CITY CLERK

SUMMARY:

Vice Mayor:

Based upon the "City Council Procedures for Meetings", the Council shall select a Vice-Mayor from its membership with the position being held for a one-year term. The selection shall be held annually at the first regular City Council Meeting in December. Vacancies in the Vice-Mayor position shall be filled in the same manner for the unexpired portion of any term. Mayor Snow is recommending that Councilor Dave Demo remain as Vice Mayor.

Commission/Committee Representatives:

The Mayor makes unilateral appointments to various local Commissions and Committees subject to Council approval or disapproval. The Mayor offers the below listed recommended Committee/Commission or Board appointments for City Council review, discussion, and action.

Vice Mayor: Dave Demo.

Tehama County Transportation Commission: Dave Demo

Tehama County Indian Gaming Local Community Benefit Committee: Robert Snow & Lisa M. Linnet.

Wayfinding Signs Adhoc Committee: Karen Burnett & Shelly Hargens

LAFCO (Tehama County Local Agency Formation Commission): Dave Demo

Tehama County Community Action Agency: Shelly Hargens

Tehama County Solid Waste Management Agency (JPA): Karen Burnett, Alternate: Dave Demo

3CORE: Kristina Miller & Robert Snow

Corning Chamber of Commerce Non-Voting Representative: Jose "Chuy" Valerio

Everett Freeman Promise Program Grant Steering Committee: Tony Cardenas & Jeremiah Fears

Corning Community Foundation: Karen Burnett

Senior Center Representative: Dave Demo

Tehama Vehicle Abatement Authority: Ron Robbins

NCCSIF: Kristina Miller & Tom Watson

Airport Land Use Commission: Barbara Boot

Mosquito Abatement Authority: Ross Turner

Tehama County Flood Control & Water Conservation District Groundwater Commission:
Kristina Miller

AB3030 TAC: Steve Lindeman

Tehama County Integrated Waste Management Task Force (AB939): Steve Lindeman

BACKGROUND:

Mayor:

By a unanimous vote of the Council, the "General Procedures of the Council" portion of the City Council Procedures for meetings was amended on March 24, 2009. The amended section now states the following:

The Council shall select a Vice-Mayor from its membership with the position being held for a one-year term. Although the same person may be selected to serve more than once, the

Council's preference is each time to attempt to select one of its members who has not previously served in that capacity. The selection shall be held annually at the regular Council meeting held on the first Tuesday in December. Vacancies in the Vice-Mayor position shall be filled in the same manner for the unexpired portion of any term.

Current Commission/Committee Representatives:

Vice Mayor: Dave Demo.

Tehama County Transportation Commission: Dave Demo

Tehama County Indian Gaming Local Community Benefit Committee: Robert Snow & Lisa M. Linnet.

Wayfinding Signs Adhoc Committee: Karen Burnett & Shelly Hargens

LAFCO (Tehama County Local Agency Formation Commission): Dave Demo

Tehama County Community Action Agency: Shelly Hargens

Tehama County Solid Waste Management Agency (JPA): Karen Burnett, Alternate: Dave Demo

3CORE: Kristina Miller & Robert Snow

Corning Chamber of Commerce Non-Voting Representative: Jose "Chuy" Valerio

Everett Freeman Promise Program Grant Steering Committee: Tony Cardenas & Jeremiah Fears

Corning Community Foundation: Karen Burnett

Senior Center Representative: Dave Demo

Tehama Vehicle Abatement Authority: Ron Robbins

NCCSIF: Kristina Miller & Tom Watson

Airport Land Use Commission: Barbara Boot, City Airport Commissioner

Mosquito Abatement Authority: Ross Turner

Tehama County Flood Control & Water Conservation District Groundwater Commission: Kristina Miller

RECOMMENDATION:

- ❖ **MAYOR AND COUNCIL DISCUSS AND SELECT VICE MAYOR; AND**
- ❖ **REVIEW, DISCUSS AND APPROVE THE MAYOR'S RECOMMENDED APPOINTMENT OF VICE MAYOR AND REPRESENTATIVES TO THE BELOW LISTED COMMITTEES, COMMISSIONS AND BOARDS:**

Vice Mayor: Councilman Dave Demo.

Tehama County Transportation Commission: Dave Demo

Tehama County Indian Gaming Local Community Benefit Committee: Robert Snow & Lisa M. Linnet.

Wayfinding Signs Adhoc Committee: Karen Burnett & Shelly Hargens

LAFCO (Tehama County Local Agency Formation Commission): Dave Demo

Tehama County Community Action Agency: Shelly Hargens

Tehama County Solid Waste Management Agency (JPA): Karen Burnett, Alternate: Dave Demo

3CORE: Kristina Miller & Robert Snow

Corning Chamber of Commerce Non-Voting Representative: Jose "Chuy" Valerio

Everett Freeman Promise Program Grant Steering Committee: Tony Cardenas & Jeremiah Fears

Corning Community Foundation: Karen Burnett

Senior Center Representative: Dave Demo

Tehama Vehicle Abatement Authority: Ron Robbins

NCCSIF: Kristina Miller & Tom Watson

Airport Land Use Commission: Barbara Boot

Mosquito Abatement Authority: Ross Turner

Tehama County Flood Control & Water Conservation District Groundwater Commission: Kristina Miller

AB3030 TAC: Steve Lindeman

Tehama County Integrated Waste Management Task Force (AB939): Steve Lindeman

CITY COUNCIL PROCEDURES FOR MEETINGS

Meeting Schedule

Regular meetings are held in the Council Chambers of City Hall, 794 Third Street, Corning, California. Regular Council Meetings are scheduled for the second and fourth Tuesday evenings of each month or as otherwise established by resolution of the City Council in January of each calendar year. The public sessions of meetings begin at 7:30 p.m. with closed sessions generally being convened earlier as needed. No Council meeting will be held in the event that a regular meeting of the Council falls on a legal holiday or the day prior to a holiday.

Annual resolution may set dates of Council meetings.

Special Meetings

Special meetings may only be called by the Mayor or by three members of the City Council. Written notice, unless waived, must be given to the City Council and to the media 24 hours prior to a special meeting (Cal Govt Code Section 54956). The call and notice of the meeting must be posted at least 24 hours prior to the meeting in a location freely accessible to members of the public. No business other than that announced may be discussed.

The Mayor or three Council members may call a special meeting.

24 hours advance notice required.

Adjourned Meetings/Continued Hearings

Meetings of the City Council may be adjourned from time to time. A copy of the notice of adjournment shall be posted on or near the door to the Council Chambers within 24 hours after the time of the adjournment.

Meetings may be adjourned and continued to a later date if posted.

Any hearing may be continued to any subsequent meeting of the City Council but if it is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance shall be posted immediately following the meeting at which the hearing was continued.

Workshop or Study Sessions

The City Council may convene its own workshop or study sessions which are not designed to make decisions for the City but are designed to train Council and staff, study various issues and facilitate the exchange of information. Such workshops or study sessions may include the Planning Commission, staff members, consultants, and others and shall comply with all of the requirements of the Ralph M. Brown Act.

Study sessions are permitted as are joint meetings with Planning Commission.

Public Participation

At all regular and special meetings, public comments must be permitted before or during consideration of any agenda item. Public comment is appropriate on any matter within the jurisdiction of the City Council. A three minute time limit shall apply unless the Council makes an exception due to special circumstances.

Public must be allowed to participate.

Notice/Minutes

Notice requirements of the Brown Act shall be complied with for all meetings (72 hours for regular meetings); minutes of the meeting shall be taken by the City Clerk or designee and shall be available for public inspection.

72 hours posted notice required for regular meetings

Placing Items on Agenda

City Council: A Council member may request an item be considered on a future agenda and staff will prepare a staff report if formal Council action is required. Council members may make this request during the "Council Reports" portion of a meeting or between Council meetings with the Council Clerk prior to the adopted agenda deadline.

Council members, City Manager, City Attorney, or members of the Public may place items on the agenda.

City Manager/City Attorney: Either the City Manager or the City Attorney may place matters on the agenda without special permission from the City Council.

Members of the public: A member of the public may request an item be placed on a future agenda during the public comment period of a meeting or through other communication with Council members or with staff. If the City Council or City Manager consent, such item will be agenda item. To be placed on the agenda, such an item will have to be submitted by the adopted agenda deadline with sufficient details to alert the public what will be discussed or requested.

Emergency items: Emergency and non-agenda items may be added to an agenda only in accordance with state law. Emergency items are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare.

Urgency items: On occasion, after the agenda is posted an item arises on which the Council would like to act. Non-agenda items may be added to the agenda only if the Council makes findings that (1) the need to consider the item arose after the posting of the agenda and (2) that there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a 4/5 vote; if less than four members of Council are present, the findings require a unanimous

Urgency items may be added in certain limited situations following posting of the agenda.

vote of those present.

Order of Business

The City Council establishes the general order of meetings. This section summarizes each meeting component.

1. Closed sessions (closed to the public):

The ability of a City Council to conduct sessions not open to the public is restricted by State Law to ensure open proceedings. Certain defined circumstances exist wherein a City Council may meet without the public in attendance. Such circumstances include:

a. Real Property: Closed sessions to discuss the purchase, sale, exchange or lease of real property may be conducted. The location of the real property and the identities of the City's negotiator; and the person(s) with whom the City may negotiate must be announced in open session prior to the closed session (Cal Govt Code Section 54956.8).

b. Litigation: Closed sessions may be conducted to discuss pending litigation or a significant exposure to litigation, or the decision to initiate litigation. The litigation or title must be identified in open session prior to the closed session unless the Council states that to do so would jeopardize its ability to conclude existing settlement negotiations or serve legal documents (Cal Govt Code Section 54956.9).

c. Compensation (salaries and benefits) of employees: Closed sessions may be held to discuss employee compensation; to review the City's position and instruct designated representatives (Cal Govt Code Section 54957.6).

d. Personnel: Closed sessions are allowed to discuss the appointment, employment, evaluation of performance, or dismissal of a public employee, or to hear complaints against the employee unless the employee requests a public hearing (Cal Govt Code Section 54957).

e. Confidentiality: Members of the Council, employees of the City, or anyone else present shall not disclose to any person the content or substance of any discussion which takes place in a closed session unless authorized to do so by the Council or required by court order or provisions of law.

f. Scheduling: Typically closed sessions will be scheduled prior to the public portions of the meeting. This is done so that public portions of the meeting are not interrupted by closed sessions. In addition, such sessions may require the attendance of special legal counsel and consultants. In an attempt to manage the costs of these professionals, it is beneficial to conduct

Closed sessions may be conducted only for subjects specified in the Brown Act.

Real Property Negotiations

Litigation

Personnel

Labor Negotiations (Meet and Confer)

Contents of discussion within closed sessions shall not be disclosed.

Closed Session Scheduling.

closed sessions at a set time.

g. Announcements: Prior to each closed session, the purpose of the closed session shall either be announced from the dais or by reference to the published agenda.

Immediately after each closed session an announcement shall be made from the dais either (1) summarizing any reportable action taken in closed session or (2) stating that no reportable action was taken. When no reportable action was taken, it is advisable to announce the general nature of the business conducted in closed session to enhance public confidence in the process.

2. Proclamations, Appointments, Recognitions, Presentations.

This is the time for Council proclamations, presentations, and for special recognition of persons, organizations, activities, and events. Unless any Council member objects, in which case a vote is required, proclamations will be read aloud and considered adopted by consensus of the entire Council.

3. Public Participation.

a. Scheduled Citizens: Persons who have, by the deadline set for the agenda, requested to address the Council are usually given the opportunity to do so at this time. The subject they wish to discuss is identified on the agenda and any supporting materials are usually sent out with the agenda packets to the Council members.

b. Public Comment on Non-Agendized Items: This is the time for members of the public to address the Council on non-agendized matters. If the matter is expected to take more than five minutes, it should be moved to the end of the regular agenda. The purpose for this is to avoid inconveniencing those who have planned ahead and taken the necessary steps to have their issues properly agendized. Persons who wish to raise non-agendized items should be cautioned that in most cases the Brown Act prohibits the Council from taking formal action on the item but that they will be heard and then the matter will be referred to staff for appropriate follow-up and usually agendized for the next meeting if formal Council action is necessary.

c. Public Comment on Agendized Items: The Brown Act requires that the public be given the opportunity to address the Council on all matters on the agenda (matters to be discussed in either open or closed session, but not the right to enter the closed sessions) before action is taken on those items. At the beginning of each meeting, the Mayor should inform persons in the audience that they are welcome to come forward to the

Closed session announcements are required both before and following each closed session.

Proclamations do not require voting unless there is an objection raised.

The public should be invited to comment on all items, even if no public hearings are scheduled.

Lengthy non-agendized items should be considered at the end of the agenda.

podium and wait to be recognized if they wish to address the Council on any items under discussion.

d. General Rules for Public Participation:

No member of the public may be required to provide an address as a precondition to participation but they may be invited to do so voluntarily so that the Clerk will be able to get in touch with them if necessary. Reasonable time limits may be placed on each speaker and limits may be placed on the number of times each person is allowed to speak.

Speakers are limited to three minutes unless the Council makes an exception due to special circumstances. Speakers may be directed not to use profanity or make personal attacks on Council members or staff, but speakers cannot be restricted from being critical of Council, staff or other public officials. They may not be prohibited from "criticizing the policies, procedures, programs or services of the City or the acts or omissions" of City officials.

Time limits may be placed on speakers, but criticism of the City and its officials may not be restricted.

4. Approval/Correction of Minutes.

Minutes of the City Council meetings shall be submitted to the Council for approval and/or correction in draft form at a subsequent regular meeting. It is the policy of the City Council that only members of the Council and the City Clerk have the authority to make revisions to the minutes subject to a majority vote of the City Council. Council members having only typographical corrections to minutes are encouraged to provide such corrections to the City Clerk directly and need not wait to submit such corrections at a meeting.

5. Consent Calendar.

Those items on the Council agenda which are considered to be of a routine and non-controversial nature by the City Manager are placed on the "Consent Calendar". These items shall be approved, adopted, accepted, etc., by one motion of the Council. For example, final reading and adoption of ordinances, various resolutions approving agreements, minor budgetary items, status reports, and routine city operations are usually on the consent agenda.

Council members or members of the public may request that any item listed under "Consent Calendar" be removed from the Consent Calendar, and Council will then take action separately on this item. Items which are removed ("pulled") by members of the Council for discussion will typically be heard immediately following adoption of the Consent Calendar unless the Council chooses to move such items to a later place in the agenda.

Council members or members of the public may remove items from the consent calendar for discussion.

The order of the agenda may be changed.

Minor questions: A Council member may ask questions on any item on the Consent Calendar. When a Council member has a minor question for clarification concerning a consent item which will not involve extended discussion, the question will be addressed before adoption of the Consent Calendar. Council members are encouraged to seek clarifications prior to the meeting, if possible.

No vote: When a Council member wishes to pull an item simply to register a dissenting vote, the Council member shall inform the presiding officer that he or she wishes to register a dissenting vote without discussion. This item will be handled along with the rest of the Consent Calendar, and the City Clerk will register this member's "no" vote in the minutes on this particular item even though such member then votes to approve the Consent Calendar.

An item does not have to be pulled from the consent calendar to register a dissenting vote.

6. Public Hearings.

The City Council schedules "public hearings" from time to time on various issues, usually because of legal requirements that special opportunities to be given to the public, or to certain segments of the public specially affected by the matter, to listen to the discussion and to provide input to the Council before a decision is made.

When a public hearing is scheduled, staff should be asked to present a staff report first; then the public hearing should be opened and the public should be invited to speak; then the public hearing should be closed and the matter returned to the Council for discussion and action.

Once the public hearing has been closed, persons from the audience should not be allowed to participate in the Council discussions unless in response to a specific question posed by a member of the Council to someone in the audience.

Although it is proper to do so, there is no legal requirement to structure the public hearing so that proponents of the measure or project speak first followed by those in opposition with a conclusion [or rebuttal] by the proponents. However, if the Mayor or Council prefers to conduct the hearing in this manner it may prove useful to do so when there are several different speakers and extended debate.

A standard procedure should ordinarily be followed when conducting public hearings.

7. Regular Business Items.

Regular items are shown on the agenda in the order they will be considered unless, before discussion of regular agenda items begins, a motion is made and passes which will change the order of the agenda to accommodate a request and to change the order of the agenda.

8. Staff and Council Reports.

This time on the agenda provides members of the Council an opportunity to briefly discuss matters not specifically agendized including brief announcements, questions of staff and requests for items to be placed on the agenda at a future meeting. Examples of appropriate communications would be sharing of information of general interest received from outside agencies, sharing comments or inquiries received from individuals or from the public, raising requests to agendize future items, making reports of his or her own activities or making announcements of general interest to the public.

State law provides that Council can take action only on such matters which have been noticed at least three days in advance of the meeting unless special circumstances are found to exist (as mentioned above). Formal action or approval on non-agendized items is not allowed and such items should normally be placed on the agenda of the next regular meeting if formal Council action is required.

General Procedures of the Council

1. Vice-Mayor: Rotation.

"The Council shall select a Vice-Mayor from its membership with the position being held for a one year term. Although the same person may be selected to serve more than once, the Council's preference is each time to attempt to select one of its members who has not previously served in that capacity. The selection shall be held annually at the regular Council meeting held on the first Tuesday in December. Vacancies in the Vice-Mayor position shall be filled in the same manner for the unexpired portion of any term."

2. Duties of Presiding Officer.

The Mayor is the presiding officer and acts as the Chair at all Council meetings. In the absence of the Mayor, the Vice-Mayor serves as the presiding officer. The Mayor states every question coming before the Council before it takes action, announces the decision of the Council on each vote, maintains order during the meetings, conducts any public hearings, explains the purpose and order of the proceedings to the public in attendance, greets and thanks all participants and, with the assistance of the City Attorney, decides questions of order. The Mayor also makes any legally required announcements including, but not limited to, the announcements required by the Brown Act.

The Mayor appears at public functions to represent the City unless the Council designates another person to do so with regard to a specific event.

Staff and Council reports should be brief and no formal action should be requested in such reports.

The Vice-Mayor shall be selected from its membership with the position being held for a one year term. (*Revised on March 24, 2009 by a 5-0 vote of the City Council.*)

The Mayor directs the meetings. Direct questioning of staff from members of the public should be avoided.

The Mayor has authority to unilaterally make appointments to committees, commissions and boards subject to Council approval or disapproval. Council member appointments to committees, commissions and boards do not require Council action.

The Mayor makes unilateral appointments subject to Council approval or disapproval.

3. Signing of City Documents.

The Mayor, unless unavailable, shall sign all ordinances, resolutions, contracts and other documents which have been adopted by the City Council and require an official signature except in those cases where the City Manager or another individual has been specifically authorized by Council action to sign particular documents. In the event the Mayor is unavailable, the Vice-Mayor is authorized to sign on behalf of the City in his or her place.

The Mayor signs all official documents unless the Council designates someone else to do so.

4. Quorum.

Three-fifths of the Council members constitute a quorum for the transaction of business.

3/5 is a quorum.

5. Distribution of Agenda and Written Materials.

At least 72 hours prior to regular meetings of the Council (and 24 hours prior to any special meetings), an agenda must be posted which contains a brief general description of each item to be transacted or discussed at the Council meeting. Copies of that agenda will be mailed before each meeting to each Council member and to members of the public and the press who have requested to receive copies.

Agendas must be posted at least 72 hours before each Council meeting.

Writings which are public records distributed during Council meetings shall be made available to the public in attendance at that same meeting if such documents were prepared by City staff or City officials. If prepared by some other person, copies of such documents will be made available following the meeting. A reasonable fee may be charged to offset the actual cost of making such copies.

6. Closed Session Procedures and Announcements.

Prior to any closed session, the Mayor or his or her designee shall generally describe the subjects to be discussed in such session or shall refer the public to the numbered item on the agenda which describes the subject.

Closed session announcements are legally required.

At the conclusion of each closed session, the Council shall reconvene and the Mayor shall announce any final decisions made on subjects required to be reported or, if there are no such subjects, shall generally describe what the Council did in closed session without compromising the integrity and confidentiality of what was discussed.

Council members, outside of closed session, shall not inform others about the content of any closed session discussions or decisions unless authorized to do so by the Council or required to do so by court order or provisions of law.

Closed sessions are confidential.

7. Discussion and Voting Rules.

Discussion:

a. Obtaining the floor: A member of the City Council or staff shall first address the Mayor and gain recognition. Comments and questions should be limited to the issue before the Council. Members of the public should not be allowed to directly question staff members in attendance, but all such questions should be addressed through the Mayor for response.

b. Questions of staff: The Mayor, or any member of the Council upon being recognized by the Mayor, may direct questions to any member of the staff who is in attendance.

c. Interruptions: Once recognized, a Council member should not be interrupted while speaking except to make a point of order or personal privilege. If a Council member is called to order while speaking, the individual should cease speaking until the question of order is determined.

d. Tabling procedures: A motion to table immediately stops discussion and causes a vote to postpone the matter indefinitely or to a date and time certain.

Voting:

e. Procedures used for motions: The Council follows a simplified version of Robert's Rules of Order. Those rules are summarized in a chart attached hereto and are hereby adopted as governing the precedence and administration of motions.

f. Requirement to vote: All Council members present who are not abstaining are required to vote. It shall be the duty of the recording clerk to ensure that a vote is taken on every matter requiring formal action and that each and every non-abstaining member actually casts a vote which such clerk then records in the minutes of the meeting. Silence when a vote is called for shall be interpreted as an Ayes vote.

g. Requirement of a second: A second is required on all matters before they can proceed to a vote. If no second is received, the motion dies for lack of a second. Seconding a motion does not indicate or imply that the member doing so will vote in favor of the motion. It simply allows the matter to be discussed and proceed

Most actions require a vote on a motion, resolution, or ordinance.

Robert's Rules have been simplified--See attached chart.

All Council members not abstaining must vote.

Silence is an "Ayes" vote.

Motions die without being seconded.

A member seconding a motion isn't indicating he or she

to a vote.

h. Motions and votes by presiding officer: The presiding officer, whether it be the Mayor or Vice-Mayor or any other member of the Council, is allowed to make and second motions and to cast votes in the same manner as any other member of the Council.

i. Roll call votes: Any member of the Council may request that a matter being voted on be handled by roll call vote. Upon such a request being made, the Clerk shall poll the Council and record the votes being cast.

j. Right of protest: A Council member is never required to state the reason for a dissenting vote.

k. Disqualification and abstention from voting: Members of the Council are required to vote on all matters coming before the entire Council for a vote unless an individual member is disqualified due to a conflict of interest as defined in the City's "Conflict of Interest Code". If a member has a question whether or not he or she has a conflict, he or she should discuss that issue with the City Attorney or seek advice from the Fair Political Practices Commission before the meeting whenever time permits. If a member abstains due to a conflict, he or she shall state the general nature of the conflict so that the audience is aware of what is occurring and then he or she shall leave the Council Chambers until the matter then before the Council has been resolved.

l. Tie votes: A tie vote is equivalent to a vote which has failed. A tie vote to grant or approve something doesn't represent consent nor does it represent denial of permission to act. It leaves the status unchanged and, if the proponent of the action requires permission to move forward, he or she has simply failed to obtain it.

On the other hand, a tie vote to deny or disapprove something does not represent either approval or denial. It also leaves the situation unchanged and, if the proponent of the action requires permission to move forward, he or she has again failed to obtain it.

If a tie vote occurs on an appeal of an action coming up from the Planning Commission, the appeal has neither been granted nor denied. Since the status quo is unchanged, the end result is the equivalent of a denial of the appeal since the appellant in order to overturn the action taken by the Planning Commission must obtain some action at Council level. A tie vote is the equivalent of no action, except insofar as it satisfies the legal requirement that the matter be presented to the Council for consideration.

favors such motion.

The Mayor may make or second motions.

If a member abstains, he or she should explain why and then leave the Chambers.

Tie votes on appeals are the equivalent of a denial of the appeal.

Tie votes leave the status unchanged.

If a tie vote occurs with the fifth member of the Council absent from the meeting and not due to the abstention of such member, the matter will automatically be continued until the next Council meeting when such member can be present to cast a vote unless there is a time limit imposed by law which precludes such a continuance.

m. Public participation following a motion:

Public participation in the discussion should be avoided in most cases after a motion has been made unless it is specifically invited by a member of the Council.

8. Consensus, Motions, Resolutions and Ordinances.

a. Consensus: Occasionally it is appropriate for the Mayor to simply request a "consensus" of the Council on routine issues such as referring matters to staff without taking a formal vote. Proclamations are considered to be adopted by consensus without a vote unless any member of the Council requests a vote be conducted.

Some actions may be taken by consensus.

b. Motions: Most actions of the City Council may be taken by motion on a voice vote. With some exceptions, motions pass upon the affirmative vote of a majority of the members voting. For example, if two members are absent or abstain from voting, a 2-1 vote is sufficient to adopt most motions.

c. Resolutions: Resolutions are a more formal way of memorializing actions of the City Council. A resolution, rather than a motion, is only necessary when required by law and requires at least three votes for approval. Condemnation resolutions require the affirmative vote of at least four members.

Resolutions require at least 3 votes in favor of adoption.

d. Ordinances: With the exception of urgency matters, ordinances cannot be adopted until at least five days following their introduction and can only be adopted at a regular City Council meeting. Changes to an ordinance once introduced, except for minor clerical changes, require the ordinance to be reintroduced and at least five more days to pass before adoption. Ordinances require the affirmative vote of at least three Council members. Ordinances do not have to be read in full at the time of introduction or adoption (they may be read by "short title" only) if the Council votes to read only the title. The Council usually votes to do so as one of the items on its "Consent Calendar." Ordinances become effective 30 days after their adoption except for urgency ordinances, ordinances calling elections, improvement proceeding ordinances and certain other ordinances which take

Ordinances require at least 3 votes in favor of adoption.

effect immediately:

10. Rules for Hearings.

a. Legislative Matters: When the Council has a "legislative" matter before it, the individual Council members may investigate the issue before the meeting, discuss the matter with whomever they wish and, if they consider it politically expedient, even announce their "position" on the issue before the meeting of the entire Council. They, of course, cannot seek a consensus on the issue before the meeting by contacting a majority of the other members of the Council [either personally or by contacting one and, in turn, having that one contact another ("seriatim meetings")].

Proper to take positions on legislative matters at any time.

b. Quasi-Judicial Matters: When the matter coming before the Council is of a "quasi-judicial" nature (i.e. appeals from Planning Commission matters such as use permits; consideration of tentative parcel maps; etc.), the individual members of the Council must scrupulously avoid discussing such matters with proponents, opponents or others before the meeting. If any Council member happens to receive information outside of the meeting which such member will take into account in making a decision, he or she must report that information to the rest of the Council in public during the discussion period.

If FINDINGS are required to be made, Council members should be careful to declare precisely what evidence they have considered which allows them to make the required findings. In doing so, they can refer to information in the staff report and adopt that information as a part of their motion. However, they should keep in mind that the staff report was prepared prior to the public hearing and that new information not previously known to staff may come out during the hearing. Council may rely on staff to outline what findings are required to be made to support a particular motion, but the Council itself is responsible to state on the record what facts it has considered which supports each of the required findings.

Findings are usually required to be made to support quasi-judicial decisions.

ITEM NO.: J-14
ADOPT RESOLUTION 12-14-2021-01
ACCEPTING THE 2021/22
CALIFORNIA CITIZEN'S OPTIONS
FOR PUBLIC SAFETY GRANT
December 14, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: JEREMIAH J. FEARS, POLICE CHIEF
KRISTINA MILLER, CITY MANAGER



SUMMARY:

The City of Corning is to be awarded \$100,000 as part of the California Citizens' Option for Public Safety Front-Line Law Enforcement Allocation Program. The funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

BACKGROUND:

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The most recent State Budget funded another year of the California Citizens' Option for Public Safety (COPS) Program. The City of Corning will receive \$100,000 of the total program allotment, which must be expended by June 30, 2023.

Staff proposes that the 2021 COPS funds be expended during the 2022/2023 fiscal year to fund a police officer position. Excluding overtime, the current estimated salary and benefits for a police officer position is expected to exceed \$100,000. The balance of funds needed to fund the position will come from the City's General Fund.

RECOMMENDATION:

MAYOR AND COUNCIL:

- ADOPT RESOLUTION 12-14-2021-01 THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT AND APPROVE THE USE OF THESE MONIES TO FUND A POLICE OFFICER POSITION.

RESOLUTION NO 12-14-2021-01
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
TO ACCEPT THE FUNDS OFFERED THROUGH THE
CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW
ENFORCEMENT GRANT PROGRAM

WHEREAS, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

WHEREAS, the City Council, at a public hearing, must approve appropriation of these funds;

NOW, THEREFORE BE IT RESOLVED that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds has approved the expenditure of funds for a police officer position, as recommended by the Chief of Police and the City Manager.

~~~~~

This Resolution was introduced and adopted by the City Council of the City of Corning on the 14<sup>th</sup> day of December 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

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

**ATTEST:**

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

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 14<sup>th</sup> day of December, 2021 by the votes listed above.

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

# **TEHAMA COUNTY SUPPLEMENTAL LAW ENFORCEMENT OVERSIGHT COMMITTEE**

## **Minutes**

**November 1, 2021 @ 11:00 a.m.**

## **Virtual Meeting**

<https://global.gotomeeting.com/join/736396573>

### **Voting Members in Attendance:**

Tehama County Chief Administrator Bill Goodwin  
Tehama Deputy County Sheriff David Hencratt  
Corning Police Chief Jeremiah Fears  
Tehama County District Attorney Matt Rogers  
Manager, City of Tehama Carolyn Steffan

### **Others Present:**

Red Bluff Police Captain Quintan Ortega  
Tehama County Auditor-Controller LeRoy Anderson  
Tehama County Administrative Fiscal Manager Trish Briel

The meeting was called to order at 11:00 a.m. and Chief Administrator Bill Goodwin welcomed the participants.

Auditor LeRoy Anderson prefaced his Supplemental Law Enforcement Annual Report review with information about the COPS funding.

- COPS Funds are to be used to supplement, not supplant, agency budgets;
- Cities receive \$100,000 plus accumulated interest, less Administration fees;
- Red Bluff and Corning may use excess funds for purchase of items related to public safety;
- The Tehama County Sheriff / City of Tehama receive reimbursements and/or transfers for purchases;
- Funds are to be spent within two years of receipt;
- Remaining funds are encumbered;
- Supplemental requests or changes to funding requests that arise after the annual meeting should be submitted in a letter to the Tehama County Chief Administrator at 727 Oak Street, Suite 202, Red Bluff CA 96080 and the Tehama County Auditor-Controller at 444 Oak Street Suite J, Red Bluff, CA 96080;
- Pursuant to Government Code §30064, the Tehama County Board of Supervisors Resolution 95-1996 established the following five members of the Tehama County Supplemental Law Enforcement Oversight Committee:
  - Municipal Police Chief
  - County Sheriff
  - District Attorney
  - Executive Officer
  - City Manager

Mr. Anderson reported the annual administrative fee will remain at \$97.00 per year per agency.

## **FY 2021-2022 FUNDING REQUESTS**

### **City of Corning:**

The City of Corning proposes to expend the current appropriation of \$100,000 to continue funding one police officer position, as in previous years. The current estimated salary and benefits for the officer are expected to exceed the \$100,000 appropriation and the balance of funds required will come from the City of Corning General Fund.

The Auditor reported the fund balance held in the treasury at FY 2020-21 Year End for the City of Corning was \$82,313.43. The City is contemplating the purchase of a CCTV Security Camera System at approximately \$3,327. A supplemental request will be submitted.

### **City of Red Bluff:**

The City of Red Bluff proposes to use the current \$100,000 allocation for the following:

|                     |                                                       |
|---------------------|-------------------------------------------------------|
| \$ 70,833.00        | Salaries/Benefits for two Community Service Officers; |
| \$ 5,280.00         | Radio maintenance agreement                           |
| \$ 2,000.00         | Volunteer programs                                    |
| \$ 1,885.00         | PLANIT Schedule Software                              |
| \$ 6,000.00         | SWAT Equipment                                        |
| \$ 1,050.00         | SHIELD Training Center Agreement                      |
| \$ 12,885.00        | Law Enforcement Equipment                             |
| \$ 97.00            | Tehama County Administrative Fee                      |
| <u>\$100,000.00</u> |                                                       |

The Auditor reported the fund balance held in the treasury at FY 2020-21 Year End for the City of Red Bluff was \$74,172.63, and the City has made the following request:

|                     |                        |
|---------------------|------------------------|
| \$ 32,172.63        | Handheld Radios        |
| \$ 10,000.00        | Radio Repeater         |
| \$ 10,000.00        | Team building workshop |
| \$ 10,000.00        | Building updates       |
| \$ 8,000.00         | Handgun transition     |
| \$ 4,000.00         | Drone licensing        |
| <u>\$ 74,172.63</u> |                        |

These expenditures would fully expend the prior year fund balance.

### **Tehama County Sheriff:**

The Auditor reported the fund balance held in the treasury at FY 2020-21 Year End for the Tehama County Sheriff was \$67,524.63 and the current allocation is \$100,000. The Sheriff requests to make the following expenditures:

|                     |                                          |
|---------------------|------------------------------------------|
| <u>\$ 92,612.00</u> | Fully fund one Deputy Sheriff allocation |
|---------------------|------------------------------------------|

This would leave a remaining balance of \$74,912.63.

**Tehama County Sheriff – Jail:**

The Auditor reported the fund balance held in the treasury at FY 2020-21 Year End for the Tehama County Jail was \$70,525.49, and the current allocation is estimated at \$18,267. The Sheriff requests to make the following expenditures:

\$ 14,000.00 Partially fund one Correctional Officer

This would leave a remaining balance of \$74,792.49.

**Tehama County Sheriff – City of Tehama:**

The Auditor reported the fund balance held in the treasury at FY 2020-21 Year End for the City of Tehama was \$131,301.56 and the current allocation is \$100,000. The Sheriff requests make the following expenditures:

\$ 92,612.00 Fully fund one Deputy Sheriff allocation

The City of Tehama also requests reimbursement from the current allocations noted above for the following items:

\$ 20,000.00 Purchase of a generator for City Hall

\$ 256.40 Radar sign batteries/controller

\$ 327.82 Current City alert phone contract

\$ 20,584.22

The total request is \$113,196.22, and would leave a remaining balance of \$118,105.34.

**Tehama County District Attorney:**

The Auditor reported the fund balance held in the treasury at FY 2020-21 Year End for the Tehama County District Attorney was \$52,876.36, and the current allocation is estimated at \$18,267. The District Attorney made a request of \$35,000 for FY 2021-22 to fund salaries, benefits, services/supplies and fixed assets for various budget units within the DA's office. Transfer of funds date will be determined at a later time. This would leave a remaining balance of \$36,143.36.

A motion was made to approve all requests, seconded, and unanimously approved by the voting members present:

CAO Bill Goodwin Yes

Chief Jeremiah Fears Yes

Sheriff David Hencratt Yes

District Attorney Matt Rogers Yes

City Manager Carolyn Steffan Yes

There being no further business the meeting adjourned at 11:20 a.m.

ITEM NO.: J-15  
ADOPT RESOLUTION 12-14-2021-02  
ACCEPTING A PORTION OF THE  
CALIFORNIA CITIZEN'S OPTIONS  
FOR PUBLIC SAFETY (COPS) GRANT  
OVERAGE

December 14, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS  
FROM: JEREMIAH J. FEARS, POLICE CHIEF  
KRISTINA MILLER, CITY MANAGER

**SUMMARY:**

The City of Corning Police Department has been notified by the Tehama County Auditor-Controller that there is an unencumbered overage in the COPS fund in the amount of \$82,313.43. These funds are restricted to front-line law enforcement and may not be used to supplant services already budgeted.

**BACKGROUND:**

State law establishes in each County Treasury a Supplemental Law Enforcement Services Fund that receives an annual allocation from the State. These funds cannot be transferred to the City until the Supplemental Law Enforcement Oversight Committee certifies receipt of an approved expenditure plan, by Resolution, from the City Council. The City Council, at a public hearing, must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police.

The Corning Police Department has requested, and received approval from, the Tehama County Auditor-Controller and the Tehama County Chief Administrator on November 1, 2021, that a portion of these funds (approximately \$3,326.18) can be spent on the purchase of new interrogation room equipment at an approximate cost of \$3,326.18.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**


- ADOPT RESOLUTION 12-14-2021-02, THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW ENFORCEMENT ALLOCATION GRANT OVERAGE MONIES IN THE AMOUNT OF APPROXIMATELY \$3,326.18 TO BE SPENT TOWARD THE PURCHASE OF NEW INTERROGATION ROOM EQUIPMENT.

**RESOLUTION NO.: 12-14-2021-02**  
**A RESOLUTION OF THE CITY COUNCIL**  
**OF THE CITY OF CORNING**  
**TO ACCEPT A PORTION OF THE UNENCUMBERED OVERAGE FUNDS OFFERED**  
**THROUGH THE**  
**CITIZENS' OPTION FOR PUBLIC SAFETY (COPS) FRONT-LINE LAW**  
**ENFORCEMENT GRANT PROGRAM**

**WHEREAS**, as a condition of receiving the Citizens' Option for Public Safety Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

**WHEREAS**, the City Council, at a public hearing, must approve appropriation of these funds;

**NOW, THEREFORE BE IT RESOLVED** that the City of Corning, in order to be eligible for the California Citizens' Option for Public Safety Grant funds, has approved the expenditure of a portion of these funds for the purchase of new interrogation room equipment and they may utilize said equipment at an approximate cost of \$3,326.18 by the Chief of Police and the City Manager.



This Resolution was introduced and adopted by the City Council of the City of Corning on the 14<sup>th</sup> day of December 2021 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

---

**Robert Snow, Jr., Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 14<sup>th</sup> day of December 2021 by the votes listed above.

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**Lisa M. Linnet, City Clerk**

CORPORATE HEADQUARTERS

10000 Lakeside Blvd.  
Suite 100  
Corning, CA 91301  
Tel: (909) 436-1111  
Fax: (909) 436-1112  
Gaynor Telesystems, Inc.



Authorized Dealer of these  
products and more



City of Corning  
Corning Police Department  
Corning, CA

October 1, 2021

SCHEDULE "A"



**CCTV SECURITY CAMERA SYSTEM PROPOSAL**

**1 EA** 8 Channel 1U NVR with 1TB of storage - Integrated 8 Port POE Switch - Supports 8MP Resolution - 128Mbps throughput - H.264 - up to 12TB  
The NVR-MX08POE-1U4K1 is a sleek, compact, 8 channel NVR with an 8 port built-in PoE. This NVR supports both H.264 and H.265 encoding as well as 4K HDMI output. It is capable of up to 8 cameras at 1080P or 2 cameras at 4K resolution. Up to 2 8TB HDDs can be installed for maximum storage. The NVR also supports IVS and iMD equipped IC Realtime cameras. It features an open architecture that supports for multi-user access and is compatible with ONVIF 2.4 protocol

**2 EA** Urban Security Group 5MP HD IP PoE Hidden Spy Covert Security Camera: 2.8mm Wide Angle Lens, 48x 940nm Invisible IR LEDs, IR Cut Filter, PIR Motion Detector Sensor

200' CAT 6 Cabling

- **THREE YEAR LIMITED IC REALTIME HARDWARE WARRANTY**
- **THREE YEAR IC REALTIME HARD DRIVE WARRANTY**
- **ONE YEAR GAYNOR TELESYSTEMS LABOR WARRANTY**
- **LIFE OF THE SYSTEM FOR HELP DESK FEATURE QUESTIONS**

CORPORATE HEADQUARTERS  
9550 Tandyway Court  
Ponding, LA 70003



O. 530 223 2979  
F. 530 224 9260  
GaynorTelesys.com

CITY OF CORNING

CORNING POLICE DEPARTMENT

OCT 1, 2021

**Gaynor responsibility:**

- Install IC Realtime NVR and IP Cameras
- Run CAT 6 Cable for IP Cameras
- Installation and Configuration of desktop Client. Up to two workstations
- Show Tom Watson how to install Client software onto workstations
- Configuration of cameras
- Point and Focus cameras with Customer
- Provide best effort to reconnect buttons outside Interview Rooms
- On-Site end user training for camera review
- On-Site Admin training on System Administration

**Customer responsibility:**

- Provide one network port for NVR recorder on Customer's network
- Point and Focus cameras with Gaynor Technician
- Provide UPS / Battery backup for NVR Recorder

|                           |                    |
|---------------------------|--------------------|
| IC Real Time Equipment    | \$ 1,173.52        |
| Sales Tax 7.75%           | \$ 90.95           |
| Cabling Project           | \$ 861.71          |
| Installation and Warranty | \$ 1,200.00        |
| <b>Total Project</b>      | <b>\$ 3,326.18</b> |

Gaynor Telesystems has put forth best efforts to determine video storage times utilizing environmental conditions & instructions provided by customer. Gaynor Telesystems utilizes IC Real times Storage Calculator as a tool. [https://www.icrealtime.com/calculator\\_storage](https://www.icrealtime.com/calculator_storage). Your storage time could vary. Factors that can negatively affect your storage times include motion recording parameters, continuous recording, Image per Second (IPS) settings, adding cameras and changes in your workplace activity. Gaynor may connect your equipment to a third-party dial tone, internet service provider and/or network within your business. The installation or monthly charges from your third-party providers is not included in the pricing above. Gaynor Telesystems has no control over the reliability of the third-party service providers. It is the customer's responsibility to provide a stable service provider for integration to our equipment. Gaynor is always willing to work with your other service providers but there may be additional labor charges. There is a potential for additional charges to be incurred if connection problems or network diagnostics arise, before, during or after installation. An example of these is choppy video, playback delays, and network integration issues. When we troubleshoot, and discover the problem is with the carrier or customer's network we will bill for our diagnostic time at our normal rates. Gaynor Telesystems recommends a UPS / Surge protection on all equipment. Problems or hardware failure due to electrical loses (power outages / surges / brownouts) are not covered under warranty or support agreements.

Unforeseen circumstances may require additional hardware and/or software to be purchased and installed during the installation of your new system. This quote doesn't include upgrading your existing cable infrastructure, which would be a separate quote if needed. Examples of existing infrastructure: includes cables, jacks, routers, patch panels, network switches, POE switches, racks, 66 or 110 blocks, patch cords, network equipment, virtual private network equipment, and network configuration.

**Proposal is good for 30 days. This proposal contains proprietary and confidential information and is for the sole use of Corning PD. It should not be shared outside your organization.**



**Prices do not include applicable taxes.**

**If you have any questions, please contact Maureen Gaynor 530-223-2979 Ext 125 [mqaynor@gaynortelesys.com](mailto:mqaynor@gaynortelesys.com) or Richard Brush Ext 140 [rbrush@gaynortelesys.com](mailto:rbrush@gaynortelesys.com)**

ITEM NO: J-16

ADOPT RESOLUTION 12-14-2021-03 AND  
AUTHORIZE THE CITY CLERK TO RECORD  
TAX LIENS ON 118 PROPERTIES FOR  
DELINQUENT WATER AND/OR SEWER  
SERVICE ACCOUNTS IN THE COMBINED  
TOTAL AMOUNT OF \$138,665.47.

December 14, 2021

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

**SUMMARY:**

The City Clerk is requesting City Council authorization to record liens on 118 individual properties in Corning to secure payment of delinquent water and/or sewer fees as allowed in the City's Municipal Code. The combined total owed for all properties as of November 30, 2021 is \$138,665.47.

**BACKGROUND:**

The Corning Municipal Code provides in Section 13, Section 13.04.430 (Sewer) and Section 13.08.150 (Water) that:

**Section 13.04.430 (Sewer):** Nonpayment of charges and fees shall result in disconnection of service. Any charge or rental levied by the City pursuant to this Chapter on any premises within the corporate limits of the City having a connection to the City sewerage System is made a lien upon the premises. The Director is authorized, and it shall be his duty, to disconnect any industrial sewer connection or domestic sewer connection on premises located either within the corporate limits of the City or outside the corporate limits of the City, upon failure of the person to whom such charge or rental is billed to pay such charge or rental prior to delinquency. (Ord. 541 (part), 1993); and

**Section 13.08.150 (Water):** Charges as lien-Nonpayment-disconnection. Any charge levied by the City by or pursuant to this Chapter or the Resolutions made pursuant to the authority hereof on any premises within the corporate limits of the City having a connection to the City Water Distribution System is made a lien upon premises. The water superintendent is authorized, and it shall be his duty to disconnect the water upon failure of the person to whom such charge or rental is billed to pay the charges as set forth in this Chapter. (Ord. 111 §20, 1953 and Ord. 685).

Some of these properties are in foreclosure or abandoned, and others are just repeatedly delinquent in their payments for City water and/or sewer services. To avoid additional loss of revenues through fees from Collection Agencies, Staff seeks Council authority to lien the individual properties.

**RECOMMENDATION:**

MAYOR AND COUNCIL ADOPT RESOLUTION 12-14-2021-03 AND AUTHORIZE THE CITY CLERK TO RECORD LIENS IN THE COMBINED AMOUNT OF \$138,665.47 FOR DELINQUENT WATER AND/OR SEWER SERVICE ON THE 118 PROPERTIES.

**WHEN RECORDED MAIL TO:**

**City of Corning  
Attn: Lisa M. Linnet, City Clerk  
794 Third Street  
Corning, CA 96021**

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**DELINQUENT AND UNCOLLECTED  
WATER AND/OR SEWER PROPERTY LIENS**

City of Corning Resolution No. 12-14-2020-03, A Resolution of the City of Corning Imposing Liens on Parcels listed on the attached Exhibit "A" for Delinquent and Uncollected Water and Sewer Fees.

**RESOLUTION 12-14-2021-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
AUTHORIZING RECORDING OF RESOLUTION 12-14-2021-03 AND  
ATTACHED NOTICE OF LIENS FOR DELINQUENT AND UNCOLLECTED WATER  
AND/OR SEWER FEES IN THE COMBINED AMOUNT OF \$138,665.47 ON 118  
PROPERTIES THAT ARE LOCATED WITHIN THE SPHERE OF INFLUENCE OF THE  
CITY OF CORNING AND LISTED ON EXHIBIT "A" ATTACHED**

**WHEREAS** the 118 properties listed on the attached Exhibit "A" are delinquent on their water and/or sewer accounts in the combined amount of \$138,665.47 due to either foreclosure, abandonment, or non-payment; and

**WHEREAS** due notice has been given to the person or persons having an interest in said properties and no appeal was timely filed from the determination made of the amount of delinquent water and sewer fees;

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

1. The City of Corning, pursuant to the authority granted under the City of Corning Municipal Code, Section 13.04.430 (Sewer), does hereby impose liens on the real properties described in Exhibit "A", attached hereto, and incorporated herein by reference, for further delinquent and uncollected Water and/or Sewer Fees; and
2. The matter having now come before the Mayor and Council for confirmation of the amount of the liens to be imposed, the following fees are found to have been delinquent after proper notification to the property/business owners pursuant to proceedings under the above referenced provisions of the Corning Municipal Code; and
3. The statements of additional fees on file with the City Clerk in the amount of \$138,665.47 are hereby confirmed and adopted as a lien against the 118 properties identified in Exhibit "A" hereto; and
4. The Notice of Lien attached hereto as Exhibit "B" is hereby approved and the City Clerk is hereby directed to record a certified copy of this Resolution and the attached Notice of Lien with the Tehama County Clerk and Recorder.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on December 14, 2021 by the following vote:

**AYES:**

**OPPOSED:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

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

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution 12-14-2021-03) was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 14<sup>th</sup> day of December, 2021 by the votes listed above.

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

**EXHIBIT "A"**  
**Delinquent Water and/or Sewer Lienable Properties**  
**(All located within the City of Corning, CA)**

| APN #           | Service Address      | Balance Due | APN Listed Owner            | APN or (*) Billing Mailing Address        | Name on Account   |
|-----------------|----------------------|-------------|-----------------------------|-------------------------------------------|-------------------|
| 087-100-080-000 | 3525 Highway 99W     | \$7,222.56  | TA Truck Wash               | 3525 Hwy. 99W<br>Corning, CA 96021        | TA Truck Wash     |
| 071-350-046-000 | 2067 North St.       | \$288.96    | Jessica Rosario Abreu       | 2067 North St.<br>Corning, CA 96021       | Jessica Abreu     |
| 073-083-004-000 | 404 Marin St.        | \$381.18    | Ricardo Acevedo             | 404 Marin St.<br>Corning, CA 96021        | Ricardo Acevedo   |
| 073-074-002-000 | 619 Marin St.        | \$948.30    | Andrew P. Alejandro         | 636 Fripp St.<br>Corning, CA 96021        | Andrew Alejandro  |
| 071-042-004-000 | 1609 Tehama St.      | \$192.16    | Anurag Ambadekar ETAL       | 1609 Tehama St.<br>Corning, CA 96021      | Anurag Ambadekar  |
| 073-240-013-000 | 240 Marty Ct.        | \$190.98    | Maria Rebecca Anderson      | 240 Marty Ct.<br>Corning, CA 96021        | Maria Anderson    |
| 071-044-002-000 | 1517 Tehama St.      | \$982.27    | Douglas A. Andrews          | 1517 Tehama St.<br>Corning, CA 96021      | Douglas Andrews   |
| 071-202-032-000 | 2152 Blossom Ave.    | \$357.40    | Evette M. Arrellano         | 2152 Blossom Ave.<br>Corning, CA 96021    | Evette Arrellano  |
| 071-073-004-000 | 1780 Colusa St.      | \$764.18    | Nancy L. White              | 1780 Colusa St.<br>Corning, CA 96021      | Nancy Barry       |
| 073-230-004-000 | 1061 Marguerite Ave. | \$159.11    | Robin L. Bavier             | 1061 Marguerite Ave.<br>Corning, CA 96021 | Robin Bavier      |
| 073-143-004-000 | 1460 Peach St.       | \$506.42    | Darrell & Ann Bofferding    | 1460 Peach St.<br>Corning, CA 96021       | Darell Bofferding |
| 071-061-015-000 | 2008 Colusa St.      | \$483.64    | Dena & Randall Bott         | 2008 Colusa St.<br>Corning, CA 96021      | Dena Bott         |
| 073-063-005-000 | 715 Second St.       | \$1,274.67  | Kenneth Romaine<br>Brown II | 3838 Mary Ave..<br>Corning, CA 96021      | Kenny Brown       |
| 071-153-005-000 | 822 Fairview Ave.    | \$390.50    | Mark & Kelly Brunello       | 822 Fairview Ave.<br>Corning, CA 96021    | Kelly Brunello    |
| 073-135-009-000 | 1208 East St.        | \$245.93    | Ashleigh Button             | 1208 East St.<br>Corning, CA 96021        | Asheigh Button    |

|                 |                        |            |                                                                                     |                                                           |                            |
|-----------------|------------------------|------------|-------------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------|
| 073-084-002-000 | 911 Prune St.          | \$979.53   | Guadalupe Campos-Bautista                                                           | 911 Prune St.<br>Corning, CA 96021                        | Guadalupe Campos B.        |
| 073-164-006-000 | 852 Hickory St.        | \$1,233.08 | Danny L. Chisum                                                                     | 852 Hickory St.<br>Corning, CA 96021                      | Danny Chisum               |
| 073-072-001-000 | 707 Marin St.          | \$337.74   | Irrev. Choy Family Trust<br>Robt. A. Singletary<br>ETAL TRS Singletary<br>2014 REVO | 6643 Cutting Blvd.<br>El Cerrito, CA 94530                | Chuck Choy                 |
| 073-200-006-000 | 721 Fig Lane           | \$1,365.54 |                                                                                     | P.O. Box 557<br>Corning, CA 96021                         | Corning Olive Oil          |
| 071-263-006-000 | 1486 Sixth Ave.        | \$623.19   | Julio A. Cordova ETAL                                                               | 1486 Sixth Ave.<br>Corning, CA 96021                      | Julio Cordova              |
| 071-231-011-000 | 1195 West St.          | \$536.70   | Cash Cowger                                                                         | 1195 West St.<br>Corning, CA 96021                        | Cash Cowger                |
| 071-124-005-000 | 800/880 West St.       | \$837.06   | Deanna Arlene Crosby                                                                | 800/880 West St.<br>Corning, CA 96021                     | Deanna Crosby              |
| 073-182-005-000 | 1534 Marguerite Ave.   | \$303.40   | Jason E. & Brittani L.<br>Dalton                                                    | 1534 Marguerite Ave.<br>Corning, CA 96021                 | Brittani Dalton            |
| 071-202-027-000 | 2122 Blossom Ave.      | \$863.84   | Candace C. Demo                                                                     | 2122 Blossom Ave.<br>Corning, CA 96021                    | Candace Demo               |
| 071-042-005-000 | 406 Hoag St.           | \$182.29   | Stephen Diaz                                                                        | 406 Hoag St.<br>Corning, CA 96021                         | Stephen & Ana Diaz         |
| 073-073-002-000 | 617 & 617.5 Solano St. | \$422.08   | Duncan Joel ETAL<br>Trustees Duncan Family<br>Trus 6/1                              | 1111 North 2000 West,<br>Unit #70,<br>Farr West, UT 84404 | Joel Duncan                |
| 071-271-008-000 | 1518 Fifth Ave.        | \$229.06   | Esteban & Elidia Flores                                                             | 1518 Fifth Ave.<br>Corning, CA 96021                      | Esteban & Elidia<br>Flores |
| 071-171-009-000 | 1320 South St.         | \$100.14   | Marshall Thomas A. &<br>Lanie M. Fultz ETAL                                         | 1320 South St.<br>Corning, CA 96021                       | Lanie Fultz                |
| 071-175-003-000 | 1111 Marin St.         | \$284.90   | Veronica Garcia                                                                     | 1111 Marin St.<br>Corning, CA 96021                       | Veronica Garcia            |
| 071-051-008-000 | 311 Sixth St.          | \$415.72   | Alberto Garcia Diaz &<br>Miriam L. Garcia                                           | 311 Sixth St.<br>Corning, CA 96021                        | Miriam Garcia              |
| 071-272-029-000 | 1410 Fourth Ave.       | \$896.81   | Eduardo Gonzalez                                                                    | 1410 Fourth Ave.<br>Corning, CA 96021                     | Eduardo Gonzalez           |
| 071-250-058-000 | 1715 Manzanillo Lane   | \$272.06   | Gonzalez Reyes Rubio<br>& Maria Rubio ETAL                                          | 1715 Manzanillo Lane<br>Corning, CA 96021                 | Reyes & Maria<br>Gonzalez  |

|                 |                      |            |                                                                           |                                                            |                                                |
|-----------------|----------------------|------------|---------------------------------------------------------------------------|------------------------------------------------------------|------------------------------------------------|
| 071-272-023-000 | 1586 Fourth Av.      | \$554.13   | Griffith Monte D. ETAL                                                    | 1586 Fourth Ave.<br>Corning, CA 96021                      | Monte Griffith                                 |
| 073-051-003-000 | 420 El Verano Ave.   | \$687.49   | Hammer Carl ETAL                                                          | 420 El Verano Ave.<br>Corning, CA 96021                    | Carl Hammer &<br>Georgina Ramirez              |
| 071-151-014-000 | 1928 McKinley Ave.   | \$241.60   | Harding Melissa C.<br>Church Harvest<br>Christian Center<br>Church of God | 1928 McKinley Ave.<br>1004 Sixth Ave.<br>Corning, CA 96021 | Melissa Harding<br>Harvest Christian<br>Center |
| 071-166-005-000 | 1004 Sixth Ave.      | \$216.33   |                                                                           | 1004 Sixth Ave.<br>Corning, CA 96021                       |                                                |
| 071-165-003-000 | 1014 Link St.        | \$1,276.77 | Avila Reynaldo Haro<br>Herfi David Lee &<br>Cynthia Louise                | 1204 Link St.<br>Corning, CA 96021                         | Reynaldo Haro                                  |
| 073-051-008-000 | 552 El Verano Ave.   | \$661.53   |                                                                           | 552 El Verano Ave.<br>Corning, CA 96021                    | Cyndy Herfi                                    |
| 073-135-004-000 | 804 Almond St.       | \$188.04   | Herrera Jaisette Anita                                                    | 804 Almond St.<br>Corning, CA 96021                        | Jaisette Herrera                               |
| 071-310-015-000 | 1504 Meadowbrook Ln. | \$1,158.43 | Hill Dustin Wade ETAL                                                     | 1504 Meadowbrook Ln.<br>Corning, CA 96021                  | Dustin & Sara Hill                             |
| 071-056-002-000 | 409 Fourth St.       | \$305.86   | Hogan Casey                                                               | 409 Fourth St.<br>Corning, CA 96021                        | Casey Hogan                                    |
| 071-174-004-000 | 1026 Fourth Ave.     | \$1,102.46 | Lucu Jeannine Helene                                                      | P.O. Box 420<br>Corning, CA 96021                          | Jeannine Holtzinger                            |
| 071-244-028-000 | 1129 Fourth Ave.     | \$1,028.84 | Holtzinger Michael D.<br>Hooper Brandon<br>Houston ETAL                   | 5350 Edith Ave.<br>Corning, CA 96021                       | Michael D. Holtzinger                          |
| 073-214-001-000 | 537 Stanmar Dr.      | \$382.70   |                                                                           | 537 Stanmar Dr.<br>Corning, CA 96021                       | Brandon Hooper                                 |
| 073-220-022-000 | 693 Del Norte Ave.   | \$938.37   | Peterson Marcella                                                         | 693 Del Norte Ave.<br>Corning, CA 96021                    | Marcella Humphrey                              |
| 073-280-003-000 | 450 Clear Creek St.  | \$529.65   | Jimenez Raemo ETAL                                                        | 450 Clear Creek St.<br>Corning, CA 96021                   | Raemo Jimenez                                  |
| 071-172-006-000 | 1108 Fifth Ave.      | \$693.06   | Johnson Ronnie &<br>Sharon L.                                             | 1108 Fifth Ave.<br>Corning, CA 96021                       | Ronnie & Sharon<br>Johnson                     |
| 073-034-013-000 | 425 First St.        | \$209.80   | Jones Larry C. & Linda A                                                  | 425 First St.<br>Corning, CA 96021                         | Larry & Linda Jones                            |
| 071-250-045-000 | 1860 Manzanillo Ln.  | \$405.44   | Kelley Christie L.                                                        | 1860 Manzanillo Ln.<br>Corning, CA 96021                   | Christie Kelley                                |
| 071-201-006-000 | 2046 Donnovan Ave.   | \$463.76   | Khalil Ayman Mohamad                                                      | 2046 Donnovan Ave.<br>Corning, CA 96021                    | Ayman Mohamad<br>Khalil                        |

|                 |                      |            |                                          |                                           |                                 |
|-----------------|----------------------|------------|------------------------------------------|-------------------------------------------|---------------------------------|
| 071-135-006-000 | 1120.5 Solano St.    | \$556.96   | Lince Mauro                              | 24201 Loleta Ave.<br>Corning, CA 96021    | Mauro Lince                     |
| 071-204-025-000 | 2075 Donnovan Ave.   | \$1,008.91 | Adolfo & Ramona Lopez                    | 2075 Donnovan Ave.<br>Corning, CA 96021   | Adolfo Lopez                    |
| 087-050-050-000 | 3808 Houghton Ave.   | \$410.44   | Lopez Pedro & Nadine                     | 3808 Houghton Ave.<br>Corning, CA 96021   | Pedro & Nadine<br>Lopez         |
| 071-203-013-000 | 2163 Blossom Ave.    | \$785.13   | Lopez Fernando ETAL                      | 2163 Blossom Ave.<br>Corning, CA 96021    | Fernando & Alma<br>Lopez        |
| 071-291-012-000 | 1765 Sixth Ave.      | \$339.38   | Maloney Ryan                             | 1765 Sixth Ave.<br>Corning, CA 96021      | Ryan Maloney                    |
| 073-280-025-000 | 445 Clear Creek St.  | \$609.64   | Arellano Eleazar Marin                   | 243 Rio Bravo Ct.<br>Corning, CA 96021    | Elia Marin                      |
| 073-120-042-000 | 266 E. Fig Ln.       | \$406.08   | Mattos Nancy J.                          | 266 Fig Ln.<br>Corning, CA 96021          | Nancy Mattos &<br>Thomas Mattos |
| 073-154-003-000 | 1214 Marguerite Ave. | \$474.78   | Mathisen Kendall &<br>Nicole             | 1214 Marguerite Ave.<br>Corning, CA 96021 | Nicole Mathisen                 |
| 073-163-007-000 | 1557 Second St.      | \$401.27   | Mattos Thomas M.                         | 216 E. Fig Ln.<br>Corning, CA 96021       | Thomas Mattos                   |
| 071-350-018-000 | 323 La Mesa Ct.      | \$316.36   | Guadalupe T. May REV<br>TRUST 12/8/16    | 323 La Mesa Ct.<br>Corning, CA 96021      | Guadalupe May                   |
| 071-250-060-000 | 1486 Houghton Ave.   | \$1,273.43 | Mendez Guadalupe E.<br>ETAL              | 1486 Houghton Ave.<br>Corning, CA 96021   | Andrea & Emanuel<br>Mendez      |
| 071-340-024-000 | 243 Rio Bravo Ct.    | \$255.09   | Meras Laura                              | 243 Rio Bravo Ct.<br>Corning, CA 96021    | Laura Meras                     |
| 73-211-001-000  | 590 Marguerite Ave.  | \$683.69   | Miraglia Patricia A.                     | P.O. Box 99<br>Corning, CA 96021          | Trish Miraglia                  |
| 073-104-007-007 | 612 Chestnut St.     | \$418.89   | Magan E. Molina & Ortiz<br>Ariel D. ETAL | 612 Chestnut St.<br>Corning, CA 96021     | Megan Molina                    |
| 071-273-028-000 | 1431 Fourth Ave.     | \$503.80   | Morales Omar Arce<br>ETAL                | 1431 Fourth Ave.<br>Corning, CA 96021     | Omar Morales Arce               |
| 073-154-005-000 | 1233 Fig St.         | \$269.96   | Oldfield Mark W. & Kelly                 | P.O. Box 34<br>Corning, CA 96021          | Mark Oldfield                   |
| 071-262-001-000 | 1392 Link St.        | \$1,023.20 | Olivera Marcelo Castillo                 | 3392 Barham Ave.<br>Corning, CA 96021     | Marcelo Olivera                 |
| 071-192-032-000 | 1089 Toomes Ave.     | \$587.69   | Perez Bricia Yarenni<br>Quezada          | 1089 Toomes Ave.<br>Corning, CA 96021     | Bricia Perez                    |

|                 |                     |             |                                                        |                                          |                                                    |
|-----------------|---------------------|-------------|--------------------------------------------------------|------------------------------------------|----------------------------------------------------|
| 071-165-014-000 | 1495 South St.      | \$159.99    | PUC Wilson Perez                                       | 1495 South St.<br>Corning, CA 96021      | Wilson & Maria<br>Perez PUC                        |
| 073-102-009-000 | 1115 East St.       | \$293.70    | Pigmon Samantha ETAL                                   | 1115 East St.<br>Corning, CA 96021       | Samantha Pigmon                                    |
| 071-212-017-000 | 1975 Elizabeth Ave. | \$163.78    | Pinheiro Bradford ETAL                                 | 1975 Elizabeth Ave.<br>Corning, CA 96021 | Michelle Pinheiro                                  |
| 071-310-021-000 | 1262 Fig Ln.        | \$68.32     | Pitkin Brent A & Helen M                               | 1262 Fig Ln.<br>Corning, CA 96021        | Brent Pitkin                                       |
| 073-230-037-000 | 1185 McDonald Ct.   | \$131.55    | Preciado Oscar                                         | 1185 McDonald Ct.<br>Corning, CA 96021   | Oscar Preciado                                     |
| 073-071-008-000 | 718 Marin St.       | \$75.44     | Ramos Angelica M.                                      | 718 Marin St.<br>Corning, CA 96021       | Angelica Ramos                                     |
| 071-074-018-000 | 512 Fairview Ave.   | \$551.65    | Raygoza Norma A.                                       | 512 Fairview Ave.<br>Corning, CA 96021   | Norma Raygoza                                      |
| 071-191-016-000 | 1896 Taft Ave.      | \$399.44    | Rodriguez Guadalupe<br>ETAL                            | 1896 Taft Ave.<br>Corning, CA 96021      | Guadalupe<br>Rodriguez                             |
| 071-223-003-000 | 1698 Alger Ave.     | \$669.51    | Rogers Drew W.                                         | 1698 Alger Ave.<br>Corning, CA 96021     | Drew Rogers                                        |
| 071-135-006-000 | 1122 Solano St.     | \$799.84    | Lince Mauro                                            | 24201 Loleta Ave.<br>Corning, CA 96021   | Erika Ramo & Mauro<br>Lince                        |
| 071-204-035-000 | 2084 Blossom Ave.   | \$1,431.01  | Rosas Jose G.                                          | 2084 Blossom Ave.<br>Corning, CA 96021   | Jose Rosas c/o Julia<br>Sanchez                    |
| 071-093-004-000 | 608 Houghton Ave.   | \$1,131.50  | Rubio Diana                                            | 608 Houghton Ave.<br>Corning, CA 96021   | Diana Rubio                                        |
| 073-141-001-000 | 1207 East St.       | \$1,234.38  | Servin Arturo ETAL                                     | 1207 East St.<br>Corning, CA 96021       | Arturo Servin                                      |
| 069-220-018-000 | 908 Hwy. 99W        | \$11,918.00 | Shaw Richard ETAL<br>TRS Shaw Family Trust<br>12/12/98 | 640 Alamo Dr.,<br>Vacaville CA 95688     | Richard & Li Ling<br>Shaw c/o Shaw<br>Family Trust |
| 073-032-013-000 | 925 Tehama St.      | \$1,485.57  | Short Laurence A.                                      | 925 Tehama St.<br>Corning, CA 96021      | Laurence Short                                     |
| 073-220-012-000 | 631 El Verano Ave.  | \$289.33    | Shults Stephen L. &<br>Summer M.                       | 631 El Verano Ave.<br>Corning, CA 96021  | Summer Shults                                      |
| 069-260-030-000 |                     |             |                                                        | 8251 Alpine Ave.                         |                                                    |
| 069-260-031-000 | 240 Edith Ave.      | \$25,410.71 | Spring Time LLC                                        | Sacramento, CA 95826                     | Spring Mtn. Apts.                                  |

|                 |                                   |  |            |                             |                                          |                                      |
|-----------------|-----------------------------------|--|------------|-----------------------------|------------------------------------------|--------------------------------------|
| 069-260-030-000 | 240 Edith Ave.                    |  | \$2,701.03 | Spring Time LLC             | 8251 Alpine Ave.<br>Sacramento, CA 95826 | Spring Mtn. Apts.                    |
| 069-260-031-000 |                                   |  |            |                             | 8251 Alpine Ave.                         |                                      |
| 069-260-030-000 | 240 Edith Ave.                    |  | \$2,269.75 | Spring Time LLC             | Sacramento, CA 95826                     | Spring Mtn. Apts.                    |
| 069-260-031-000 |                                   |  |            |                             | 8251 Alpine Ave.                         |                                      |
| 069-260-030-000 | 240 Edith Ave.                    |  | \$2,598.61 | Spring Time LLC             | Sacramento, CA 95826                     | Spring Mtn. Apts.                    |
| 069-260-031-000 |                                   |  |            | Taylor Daniel L & Nancy R.  | 406 Walnut St.<br>Corning, CA 96021      | Dan Taylor                           |
| 073-113-007-000 | 406 Walnut St.                    |  | \$1,461.39 |                             | 1109 Marin St.                           | Jorge Torres                         |
| 073-055-004-000 | 265, 271, 275, 281<br>McLane Cir. |  | \$4,950.13 | Torres Jorge P.             | 1109 Marin St.                           | Jorge Torres                         |
| 073-055-003-000 | 245, 251, 255, 261<br>McLane Cir. |  | \$5,011.56 | Torres Jorge                | 1109 Marin St.                           | Jorge Torres                         |
| 071-175-004-000 | 1109 Marin St.                    |  | \$1,617.26 | Torres Jorge                | 1109 Marin St.                           | Jorge Torres                         |
| 071-175-004-000 | 1109.5 Marin St.                  |  | \$915.98   | Torres Jorge                | 1109.5 Marin St.                         | Jorge Pedraza<br>Torres              |
| 071-320-006-000 | 2008 North St.                    |  | \$282.90   | Tubbs Shashawna             | 2008 North St.                           | Shashawna Tubbs                      |
| 071-221-011-000 | 1635 Rice Ave                     |  | \$144.12   | Vallejo Maria L.            | 1635 Rice Ave.                           | Marie & Jaime Vallejo                |
| 071-173-006-000 | 918 Fourth St.                    |  | \$942.94   | Valenzuela Jorge C.<br>ETAL | 918 Fourth St.                           | Chavez Valenzuela<br>& Brenda Torres |
| 073-230-035-000 | 1111 McDonald Ct.                 |  | \$605.12   | Villazana Perla J.          | 1111 McDonald Ct.                        | Perla Villazana                      |
| 071-300-073-000 | 1241 Palm Ave.                    |  | \$446.94   | Wells William D.            | 1241 Palm Ave.                           | William Wells                        |
| 071-272-028-000 | 1403 Meadowbrook Ln.              |  | \$63.34    | White Thomas D.             | 1403 Meadowbrook Ln.                     | Tom White                            |
| 073-043-006-000 | 910 Butte St.                     |  | \$286.56   | Whipple Loleta              | 910 Butte St. Corning,<br>CA 96021       | Loleta Whipple                       |
| 071-202-016-000 | 2133 Donnovan Ave.                |  | \$2,218.35 | Whitten David A ETAL        | 2133 Donnovan Ave.                       | David Whitten                        |
| 073-220-007-000 | 795 El Verano Ave.                |  | \$764.41   | Williams Crystal            | 795 El Verano Ave.                       | Crystal Williams                     |
| 073-220-020-000 | 761 Del Norte Ave.                |  | \$1,079.91 | Young Sandra Lee            | 761 Del Norte Ave.<br>Corning, CA 96021  | Sandra Young                         |

|                 |                                |  |            |                                          |                                          |                                             |
|-----------------|--------------------------------|--|------------|------------------------------------------|------------------------------------------|---------------------------------------------|
| 071-292-004-000 | 1666 Chicago Ave.              |  | \$808.56   | Zuppan Norman<br>Lawrence & Deb Jo       | 22048 Chase Ave.<br>Corning, CA 96021    | Norman Zuppan                               |
| 073-250-001-000 | 561 North St.                  |  | \$168.72   | Acevedo Diana ETAL                       | 1700 Palm Ave.<br>Corning, CA 96021      | Diana Acevedo                               |
| 071-131-005-000 | 714 Fifth St.                  |  | \$1,524.43 | Mohammed Habeeb<br>Ahmed & Hajera A. Ali | 1631 Peregrino Way<br>San Jose, CA 95125 | Mohammed Habeeb<br>Ahmed & Hajera A.<br>Ali |
| 071-131-005-000 | 1302 Solano St., Ste. A        |  | \$1,524.43 | Mohammed Habeeb<br>Ahmed & Hajera A. Ali | 1631 Peregrino Way<br>San Jose, CA 95125 | Mohammed Habeeb<br>Ahmed & Hajera A.<br>Ali |
| 071-131-005-000 | 1304 Solano St., Ste. A<br>& B |  | \$3,048.86 | Mohammed Habeeb<br>Ahmed & Hajera A. Ali | 1631 Peregrino Way<br>San Jose, CA 95125 | Mohammed Habeeb<br>Ahmed & Hajera A.<br>Ali |
| 071-131-005-000 | 1306 Solano St.                |  | \$1,524.43 | Mohammed Habeeb<br>Ahmed & Hajera A. Ali | 1631 Peregrino Way<br>San Jose, CA 95125 | Mohammed Habeeb<br>Ahmed & Hajera A.<br>Ali |
| 071-131-005-000 | 1308 Solano St.                |  | \$1,485.83 | Mohammed Habeeb<br>Ahmed & Hajera A. Ali | 1631 Peregrino Way<br>San Jose, CA 95125 | Mohammed Habeeb<br>Ahmed & Hajera A.<br>Ali |
| 071-131-005-000 | 1310 Solano St.                |  | \$1,524.43 | Mohammed Habeeb<br>Ahmed & Hajera A. Ali | 1631 Peregrino Way<br>San Jose, CA 95125 | Mohammed Habeeb<br>Ahmed & Hajera A.<br>Ali |
| 071-125-005-000 | 1419 Yolo St.                  |  | \$701.07   | Carrick Harold L. Jr.                    | 1419 Yolo St.<br>Corning, CA 96021       | Harold Carrick Jr.                          |
| 071-124-008-000 | 1518 Marin St.                 |  | \$730.49   | Chandler James                           | 48371 Sawleaf St.<br>Corning, CA 96021   | James Chandler                              |
| 071-124-008-000 | 1518 Marin St.                 |  | \$137.09   | Chandler James                           | 48371 Sawleaf St.<br>Corning, CA 96021   | James Chandler                              |
| 071-136-010-000 | 813 Fourth St.                 |  | \$1,524.43 | Hildebrandt Family<br>Trust 5/13/09      | 3665 Illinois Ave.<br>Corning, CA 96021  | Wifred Hildebrandt                          |
| 071-173-008-000 | 1216 South St.                 |  | \$578.20   | Jolley Keith A. &<br>Patricia K.         | 3513 Beacon Dr.<br>Anderson, CA 96007    | Patricia Jolley                             |
| 073-046-005-000 | 803 Butte St.                  |  | \$1,522.08 | Arendale Dolores ETAL                    | 3101 N. Ellis St.<br>Chandler, AZ 85224  | Angela Lemke                                |
| 071-134-004-000 | 1213 Solano St.                |  | \$617.98   | Lince Mauro                              | 24201 Loleta Ave.<br>Corning, CA 96021   | Mauro Lince                                 |

|                 |                    |              |                   |                                             |                     |
|-----------------|--------------------|--------------|-------------------|---------------------------------------------|---------------------|
| 073-270-017-000 | 1220 Cassadra Cir. |              | Story Cally Janae | 1220 E. Cassandra Cir.<br>Corning, CA 96021 | Cally & Lucas Story |
|                 | Total:             | \$1,030.06   |                   |                                             |                     |
|                 |                    | \$138,665.47 |                   |                                             |                     |

**EXHIBIT "B"**

**RETURN TO:**

**CITY OF CORNING  
794 THIRD STREET  
CORNING, CA 96021**

**NOTICE OF LIEN  
(Delinquent Uncollected Water and Sewer Fees)**

The City of Corning, a Municipal Corporation, (hereafter "City") with offices at City Hall, 794 Third Street, Corning, California, 96021, gives notice that it claims liens for the costs of delinquent uncollected Water and/or Sewer Fees upon the real properties listed on the attached Exhibit "A". These liens are claimed under the provisions of the City of Corning Municipal Code Sections 13.04.430 (Sewer, Ordinance 541 (part), 1993), and 13.08.150 (Water, Ordinance 111 §20, 1953).

Take notice that the City and its Mayor and Council, by action recorded in their official minutes of December 14, 2021 have assessed the combined amount of \$138,665.47 as the delinquent uncollected Water and/or Sewer Fees for the 118 properties identified on the attached Exhibit "A". The specified sums shall be liens upon said real property until it has been paid in full and discharged of record. The Finance Director has complied with all provisions of the Corning Municipal Code in determining the amount required to be paid.

The real properties upon which these liens are claimed are located within the "Sphere of Influence" of the City of Corning, County of Tehama, State of California and are described on the attached Exhibit "A".

**Resolution No.: 12-14-2021-03**

**Reference: Delinquent and Uncollected Water and/or Sewer Fees**


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**Lisa M. Linnet, City Clerk**

(Acknowledgment is not required pursuant to GC §27282)

**ITEM NO.: J-17  
APPROVE AGREEMENT WITH THE PASKENTA  
BAND OF NOMLAKI INDIANS FOR THE CITY  
TO PROVIDE INDEPENDENT CONTRACTOR  
SERVICES TO THE TRIBE FOR THE  
IMPLEMENTATION OF THE CORNING  
RECREATION PROGRAM**

**December 14, 2021**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: KRISTINA MILLER; CITY MANAGER**   
**CHRISSY MEEDS, RECREATION COORDINATOR**

**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. Assuming available Federal funding, it is anticipated the Agreement will again be extended through June 30, 2022 year 2021 at \$60,000. 100% of program costs will be covered through the grant. Beginning July 1, 2022, the City will be responsible for 100% of program costs. The City exceeded all programmatic goals of the grant since its inception, except for in CY 2020 where program participation was significantly impacted due to the COVID-19 pandemic.

**CONTRACTUAL TERM/RESPONSIBILITIES:**

**Term:** January 1, 2022 through June 30, 2022.

**Responsibilities:**

**CC.Y3-1.O.2 Youth Recreation & Enrichment Program (1/22 – 6/30/22, not to exceed \$60,000):**

- a) Continues funding for the Corning Youth Recreation and Enrichment Program with a goal that at least 250 children/youth must participate in the program by June 30, 2022. The Paskenta Band of Nomlaki Indians understands reaching these goals could be impacted by the COVID-19 pandemic.
- b) City will provide quarterly reports to Promise Neighborhood.

**FINANCIAL:**

- Contract is not to exceed \$60,000 for the term of January 1, 2022 – June 30, 2022.
- Funding contingent upon congressional appropriation and evidence of successful implementation, executing and fulfillment of local objectives.
- The funding breakdown is as follows:

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

1. **APPROVE AGREEMENT FOR CITY TO PROVIDE INDEPENDENT CONTRACTOR SERVICES TO THE PASKENTA BAND OF NOMLAKI INDIANS AS IT RELATES TO THE AWARDED UNITED STATES DEPARTMENT OF EDUCATION GRANT, PR/AWARD NO. U215B160003-16B IN THE AMOUNT OF \$60,000; AND**
2. **AUTHORIZE THE CITY MANAGER TO SIGN ALL ASSOCIATED DOCUMENTS.**

## **INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") is made and entered into as of the first day of **January 01, 2022**, by and between the Paskenta Band of Nomlaki Indians (the "Tribe"), a federally recognized Indian tribe, and the **City of Corning** ("Contractor").

WHEREAS, the United States Department of Education awarded PR/Award Number U215B160003 to the Tribe for the Everett Freeman Promise Neighborhood Initiative:

WHEREAS, the Tribe and certain organizations with which it collaborates provide various services to Tribe members and the surrounding community, including education in Tehama County, California, that depend on grant funds from federal and state agencies and foundations;

WHEREAS, the United States Department of Education awarded a grant for calendar year **2021** (the "Grant Funds") to the Tribe supporting a continuum of solutions to improve the academic and development outcomes of children, youth and young adults residing within the Corning Union Elementary School District attendance area and to students currently enrolled in the Corning Union High School District;

WHEREAS, the Tribe has determined that successful administration of the Grant requires partnerships with local entities such as Contractor to achieve cradle-to-college and career outcomes and desires to engage and contract for the services of Contractor to perform certain tasks as set forth herein;

WHEREAS, the Tribe is required under federal law to conduct background investigations to ensure certain minimum standards of character for individuals whose job requires contact with and/or control over children and the Tribe has enacted a background investigation policy (the "Policy") that requires that employees of entities who partner with the Band in connection with the Grant be subject to background investigations to the satisfaction of the Band before any Contractor Personnel (as defined below) may be permitted to work in connection with the Grant; and

WHEREAS, Contractor desires to enter into this Agreement and perform as an independent contractor for and on behalf of the Tribe and is willing to do so on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the promises, covenants, and the terms and conditions contained herein, the parties hereby mutually agree:

1. **Engagement.** The Tribe hereby engages Contractor as an independent contractor only, and Contractor hereby accepts such engagement with the Tribe upon the terms and conditions set forth in this Agreement.

**2. Relationship of Parties/Independent Contractor Status.** Contractor shall provide services related to managing the Grant Funds, as more particularly described in **Exhibit A** attached to this Agreement (the "Scope of Work"), to and on behalf of the Tribe hereunder as an independent contractor, and nothing contained in this Agreement shall be construed to create the relation of employer and employee between the Tribe and Contractor.

*(a) Status as Independent Contractor.* This Agreement does not constitute a hiring by either party. It is the parties' intention that Contractor shall have an independent contractor status and that neither Contractor nor any of its members, managers, employees, contractors or agents (any such person, "Contractor Personnel") shall be an employee of the Tribe for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, and California and tribal unemployment, workers' compensation, and wage and hour laws. Contractor represents and warrants that Contractor and each Contractor Personnel shall perform the services set forth in the Scope of Work as an independent contractor for whom no federal or state income tax will be withheld by the Tribe and that Contractor and all Contractor Personnel will be responsible for paying any income taxes, occupational taxes and other taxes, if any, to the appropriate governmental entities in accordance with all provisions of federal and state law. Contractor hereby promises and agrees to indemnify the Tribe for any damages or expenses, including taxes, penalties, costs, expenses and fees and attorneys' fees, incurred by the Tribe resulting from Contractor's failure to pay any such taxes.

*(b) Withholding of Taxes.* Contractor recognizes and understands that the Tribe shall not be responsible for withholding taxes with respect to compensation paid for services performed under this Agreement. If the Tribe is at any time required to pay or withhold any taxes or make any other payment with respect to fees payable to Contractor under this Agreement, Contractor authorizes the Tribe to make corresponding deductions from any sum due to Contractor under this Agreement. At the Tribe's request, Contractor shall provide proof of required tax payments.

*(c) Benefits.* No Contractor Personnel shall be entitled to any of the benefits that may be provided to the employees of the Tribe, including without limitation any group life insurance, hospitalization, retirement or pension benefits, sick leave, vacation leave, worker's compensation or other benefits afforded to the Tribe's employees. Contractor acknowledges that no Contractor Personnel shall have any claim against the Tribe hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. In the event that any Contractor Personnel is subsequently reclassified as an employee, such reclassification will not be done on a retroactive basis to require the payment of such benefits.

*(d) Equipment.* Use of equipment and/or supplies purchased with Promise Neighborhood federal funds shall be governed by the Office of Management and Budget (OMB) Guidance (2 CFR 200.313 and 200.315) and any applicable successor guidance

from the OMB. Contractor acknowledges Contractor has reviewed such guidance and shall comply with all current and any future OMB requirements set forth therein.

*(e) Location/Schedule.* Neither Contractor nor any Contractor Personnel will be required to follow or establish a regular or daily work schedule or work out of a particular location; provided, that Contractor and/or Contractor Personnel shall be available to meet regularly with the Promise Neighborhood Director to discuss strategy and progress of the allocation of Grant Funds.

*(f) Contractor's Authority to Determine Manner and Means of the Carrying out the Work.* Within the Scope of Work, as defined herein, Contractor shall retain discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement; provided, that Contractor and all Contractor Personnel shall adhere to instructions from the Tribe regarding final decisions for how to allocate and expend the Grant Funds and shall not knowingly or recklessly enter into any binding commitments or contracts regarding how to allocate and expend the Grant Funds on behalf of the Tribe with any third party without prior written authorization from the Tribe.

*(g) Limited Agency Relationship.* The Tribe shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. Contractor shall not act as an agent of the Tribe, ostensibly or otherwise, nor bind the Tribe in any manner, nor represent that it has authority to so act unless Contractor has first received authority in writing from the Tribe that specifically sets forth the terms of such authority and the scope of the action authorized to be taken by Contractor on behalf of the Tribe.

3. **Term.** The term of this Agreement shall commence on **January 01, 2022**, and unless sooner terminated in accordance with the terms of this Agreement, and shall end on **June 30, 2022**.

4. **Scope of Engagement.** Contractor and Contractor Personnel shall (i) use diligent efforts and professional skills and judgment; (ii) perform all services in accordance with any applicable specifications provided herein and by the Tribe, and (iii) perform all services in accordance with recognized standards of the applicable industry and profession and consistent with past practice. Services under this Agreement will be provided by Contractor Personnel. Subject to the confidentiality provisions set forth in Section 9 hereof and applicable law, Contractor is expressly free to perform services for other persons and entities while performing services in accordance with this Agreement.

5. **Compensation.** The parties agree that Contractor will be compensated for services performed pursuant to this Agreement, payable with approval of the Promise Neighborhood Project Director. Contractor is solely responsible for any travel or other costs or expenses incurred by Contractor or any Contractor Personnel in connection with the performance of the services pursuant to this Agreement.

**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;
- (c) by either party with sixty (60) days prior written notice; or
- (d) by the Tribe upon at least fourteen (14) days' prior written notice in the event that the Grant Funds do not receive congressional appropriation for the full term of this Agreement.

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

- (a) deliver to the Tribe all Deliverables (as set forth in the Scope of Work, whether complete or incomplete);
- (b) deliver to the Tribe 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 Contractor's computer or other device systems; and
- (d) certify in writing to the Tribe that Contractor has complied with the requirements of this clause.
- (e) Return equipment and supplies to the Tribe as required by OMB Guidance, including 2 CFR 200.313 and 200.315 and all applicable successor guidance.

**7. Contractor's Compliance with Law.** Contractor represents that it and all Contractor Personnel will perform such services in conformance with all tribal, state and federal laws, rules, regulations and codes of ethics of any kind that may be required by or applicable to the Scope of Work.

Contractor shall comply with all regulations and requirements applicable to the Grant Funds and shall maintain complete records evidencing such compliance. Contractor shall promptly provide the Tribe copies of such records as requested by the Tribe. Notwithstanding the foregoing, or anything to the contrary contained herein: (a) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations must be reported to the Department of Education and the Regional Office of the Environmental Protection Agency. (b) Contractor certifies that it is not listed on the government-wide exclusions in the System for Award Management ("SAM") in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." Contractor shall promptly notify the Tribe if it becomes listed in SAM and shall immediately forfeit all rights hereunder. (c) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor certifies that it has disclosed and will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. (d) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines. (e) Contractor acknowledges that the Grant Funds have been awarded pursuant to Catalog of Federal Domestic Assistance Fund for the Improvement of Education Number 84.215 ("CFDA 84.215"). Contractor shall abide by all requirements of CFDA 84.215, including but not limited to reporting, audit and recordkeeping requirements. Contractor shall provide reports, undergo audit(s) and maintain records as required under CFDA 84.215 in the forms and formats specified therein.

**8. Compliance with Tribe Policy on Background Investigations.**

*(a) Background Investigations.*

- (i) In compliance with the Policy and federal law, Contractor agrees to subject all Contractor Personnel to a fingerprint check through the Criminal Justice Information Services Division of the Federal Bureau of Investigation.
- (ii) Contractor will ensure that background investigations are conducted at no cost to the Tribe; however, Contractor may expend Grant funds to comply with the Policy's background investigations requirements.
- (iii) No Contractor Personnel will be permitted to perform work in connection with the Grant unless the Tribe is satisfied that the individual has the necessary overall character and fitness to care for the safety and well-being of a child, as determined in accordance with Section 11 of the Policy.

- (iv) Contractor shall maintain in its internal records copies of the results of all investigations performed under this Agreement, which must detail each step taken during the investigation.
- (v) Contractor will certify to the Tribe in writing that there is nothing in the background investigation of each Contractor Personnel performing services in connection with the Grant indicating that Contractor Personnel may perform work for the Tribe without being in conflict with the Policy, federal law, or this Agreement. Contractor's certification to the Tribe shall be in the form attached hereto as **Exhibit B** (the "Certification") as a way to ensure compliance with the Policy, Contractor shall promptly deliver all required Certifications to the Tribe.
- (vi) All background investigations conducted by Contractor shall comply in all respects with the Fair Credit Reporting Act. In doing so, Contractor shall take all steps to maintain the confidentiality of the investigation process and to ensure that the Tribe is only notified of final determinations of Contractor via delivery of the Certifications.
- (vii) The Tribe, at its sole discretion, retains the right to approve or disapprove all Contractor Personnel providing services in connection with the Grant at any time.

*(b) Confirmation of Certifications.* The Tribe may at its sole discretion confirm Contractor's performance of background checks to ensure compliance with this Agreement. When requested, Contractor shall provide the Tribe with evidence of Contractor's background investigation, as is required to be maintained by Contractor pursuant to this Agreement.

*(c) Liaison.* Contractor shall designate a liaison who shall be available to answer any questions or to address any concerns that may arise during the performance of this Agreement.

#### **9. Proprietary Information.**

(a) Contractor hereby acknowledges that the Tribe has made, or may make, available to Contractor certain confidential financial information, membership information, and other confidential and/or proprietary information of, or licensed to, the Tribe (the "Confidential Material"). Contractor and all Contractor Personnel shall treat as confidential and proprietary any Confidential Information belonging to the Tribe or any third party that is disclosed to Contractor or any Contractor Personnel, or that Contractor or any Contractor Personnel otherwise becomes aware of, in the course of Contractor's services under this Agreement. The Confidential Material is the exclusive property of the Tribe. Contractor shall not, without the prior written consent of the Tribe, disclose or reveal any of said Confidential Material to any third party or use such information for any purposes other than to provide the services required under this

Agreement. Contractor further agrees to comply with all reasonable rules established from time to time by the Tribe for the protection of the confidentiality of the Confidential Material. Notwithstanding the foregoing, Contractor may disclose Confidential Material to the extent so required by law or order of court or government agency; provided, that Contractor uses best efforts to give reasonable prior notice of any such disclosure to the Tribe.

(b) Contractor also agrees that, immediately upon request from the Tribe, Contractor shall return to the Tribe all Confidential Material or proprietary property or documents obtained by Contractor in the performance of services under this Agreement. Contractor shall notify each person to whom any authorized disclosure is made that such disclosure is made in confidence and that the Confidential Material shall be kept in confidence by such persons.

10. **Assignment.** This Agreement may not be assigned by either party unless agreed to in writing by the Tribe and Contractor.

11. **Hold Harmless/Indemnification.** Contractor hereby releases and agrees to hold the Tribe harmless of any and all claims Contractor or any Contractor Personnel might have against the Tribe as a result of personal injuries sustained during the term of this Agreement, except to the extent resulting from the Tribe's negligence. Each of the parties to this Agreement shall defend, indemnify, and hold harmless the other from any and all damages expenses or liability resulting from or arising out of, any representations, acts, omissions, negligence or misconduct on the part of the indemnifying party, violation of law or from any breach or default of this Agreement which is caused or occasioned by the acts of the indemnifying party, or its owners, members, principals, employees or associates. The Tribe may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Contractor.

12. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Tribe and the laws of the State of California. In the event of any conflict between the laws of the Tribe and the laws of the State of California, the laws of the Tribe shall control in all respects.

13. **Modification.** This Agreement cannot be amended or modified in any respect, unless such amendment or modification is evidenced by a written instrument executed by both Contractor and the Tribe.

14. **Obligations Beyond Terms of Agreement.** The obligations of Contractor and the Tribe set forth in Sections 9 and 11 shall survive the termination or expiration of this Agreement.

15. **Severability.** If any term or provision of this Agreement or its application to any party or circumstances shall be declared invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Tribe and Contractor with respect to the subject matter hereof and supersedes and cancels any prior understanding or Agreement, written or oral, express or implied, between the Tribe and Contractor relating to the subject matter hereof.

17. **Counterparts.** This Agreement may be executed in two counterparts (including via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

18. **Insurance.** Throughout the term of this Agreement and any extensions or renewals thereof, Contractor shall maintain at Contractor's sole expense general liability insurance in such amounts as the Tribe shall reasonably require and approve, listing the Tribe as an additional insured. Upon execution of this Agreement, and at any time thereafter upon five (5) days of a request from the Tribe, Contractor shall provide the Tribe with written evidence satisfactory to the Tribe of Contractor's compliance with the insurance requirements under this Agreement.

[Signature page follows.]

**IN WITNESS WHEREOF**, the Tribe and Contractor have caused this Independent Contractor Agreement to be executed by their duly authorized representatives as of the date first written above.

**PASKENTA BAND OF NOMLAKI INDIANS**

By:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF CORNING**

By:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**  
**CITY OF CORNING**

**I. SERVICES**

**COMPONENT 1: CC.Y6.N.1.**

**Program Name: Youth Recreation and Enrichment Program**

**Jan 2022 – Jun 2022: \$60,000**

Contribute to Promise Neighborhood Results: # and % who demonstrate age-appropriate functioning at three-years-old and at the start of kindergarten (GPRA 2); # and % of students at or above grade level on the state English Language Arts assessment and math (GPRA 4); # and % of students who are physically active (GPRA 8); # of students who feel safe (GPRA 10); and, # and % of parents who read to their children (GRPA 12).

Description: The City of Corning will continue to facilitate and manage the Youth Recreation and Enrichment Program. The Program will provide a range of diverse recreation, enrichment, and educational programs in support of improving the mental, physical well-being, and learning outcomes of children and youth living in the southern Tehama region.

The City of Corning will be reimbursed up to \$60,000 for staffing, materials, and other services incurred in the implementation of the Youth Recreation and Enrichment Program between January 01, 2022, and June 30, 2022. All activities not previously approved will require prior written approval by the Corning Promise Director before implementation to ensure compliance with federal grant regulations.

The City of Corning will:

- Engage community partnerships to strengthen services and outreach.
- Provide programs that serve all ages, all abilities, and cultural and language backgrounds.
- Take necessary precautions to ensure the safety of participants.
- Implement strategies to increase program access while meeting the goal of sustainability.
- Assess the needs and desires expressed by target populations in the region and offer recreation activities to meet the demographic and community trends.

The City of Corning will keep an inventory of all supplies and devices purchased using Promise Neighborhood grant funds. All equipment and supplies will be governed by the Office of Management and Budget (OMB) Guidance (2 CFR 300.313 and 200.314) and all applicable successor guidance from the OMB. Promise Neighborhood funds can only be used to supplement, not supplant, current programs and resources.

Indicators: Promise Neighborhood has developed the following specific outcomes to assess the program's success and to determine the ongoing allotment of grant funds:

- By June 30, 2022, more than 250 children and youth will participate in the City of Corning Youth Recreation and Enrichment Program.
- The number of participants served by program activities will be reported on the quarterly report by type of activity.

## II. PAYMENT SCHEDULE

Payment on this Contract will not exceed **\$60,000** for the term **January 01, 2022 – June 30, 2022**. Funds for this term are contingent upon approval of funds by the Appropriations Committee and evidence of successful implementation, execution, and fulfillment of local objectives.

| TASK | SERVICES                                | TOTAL           |
|------|-----------------------------------------|-----------------|
| 1    | Youth Recreation and Enrichment Program | \$60,000        |
|      | <b>TOTAL</b>                            | <b>\$60,000</b> |

Invoice(s), requested **monthly and no later than quarterly**, will include an accounting of time spent on services by tasks.

Limitations on use of Promise Neighborhood Grant funds: PN funds *cannot* be used to purchase or reimburse for food, beverages, supplies, and property for personal use, and any items not approved by the code of federal regulations. Prior written approval is required for any items and/or activities not explicitly outlined in the Scope of Work.

## III. MATCHING CONTRIBUTION

Partnering contractors will provide matching contributions or in-kind contributions as part of the Contract.

Contractor will maintain necessary documentation of matching (in-kind) funds and provide monthly or semi-annual reports on matching funds with guidance, as needed, provided by the Promise Neighborhood Project Director. The contribution must be supported by detailed records, compliant with federal requirements.

## IV. PROGRESS MONITORING

Contractor will provide a summary of their project and progress in achieving tasks in a report and/or meet with the Project Director.

Report submissions due:

- *July 15* for January 1 – June 30 activities; and,
- *January 15* for July 1 – December 31 activities.

## V. PRODUCTS AND PUBLICATIONS

All products and publications services funded under this contract use the following statement:

*“Funding for these services is in part through a U.S. Department of Education Promise Neighborhood Grant Program (CFDA 84.215N) administered by the Paskenta Band of Nomlaki Indians”.*

The Corning Promise logo will be used on all published material, including flyers, posters, social media, and webpage postings.

**EXHIBIT B**

**INDEPENDENT CONTRACTOR CERTIFICATION  
TO THE  
PASKENTA BAND OF NOMLAKI INDIANS**



We, the undersigned Independent Contractor, hereby certify, to the Paskenta Band of Nomlaki Indians ("Tribe") that **City of Corning** ("Independent Contractor") has determined in accordance with the Independent Contractor Agreement ("Agreement") between the Tribe and **City of Corning**, dated July 2018, and the Tribe's Public Law 101-630 Background Investigation Policy ("Policy") that \_\_\_\_\_ ("Employee"):

- ☐ has passed a background investigation and has the necessary overall character and fitness to care for the safety and well-being of a child;

OR

- ☐ will be employed and/or retained by Independent Contractor in a capacity for which Employee will NOT be in regular contract with or have control over children at any time.

The Independent Contractor further certifies that employment of the above named contractor employee would not otherwise conflict with the Policy, Federal law, or the Agreement.

Independent Contractor: **City of Corning.**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_