



**CORNING CITY COUNCIL
MEETING AGENDA
TUESDAY, AUGUST 23, 2022
CITY COUNCIL CHAMBERS IN PERSON
AT 794 THIRD STREET**

**OR
VIA ZOOM AT:**

<https://us06web.zoom.us/j/9342948553?pwd=WFF2OVdJZnhldTZKRJVjwZ1FSTFFTUT09>

Meeting ID: 934 294 8553, Passcode: 01252022

OR BY PHONE AT (720) 707- 2699

Meeting ID: 934 294 8553, Passcode: 01252022

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 are 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: 6:30 p.m.

B. ROLL CALL:

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

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

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

- 1. Proclamation: September 2022 as Suicide Prevention Month.** Present to accept the Proclamation will be Fernando Villegas, Health Education, Tehama County Behavioral Health.

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

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

- 2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 3. Waive the reading and approve the Minutes with any necessary corrections of the following meetings:**

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

- a. August 9, 2022 City Council Closed Session and Regular meeting; and
 - b. August 18, 2022 Emergency City Council Meeting .
4. August 17, 2022 Claim Warrant in the amount of \$201,929.86.
 5. August 17, 2022 Business License Report.
 6. Authorize payment of Invoice 22-216745-03 in the amount of \$33,960.85 to Armstrong Consultants, Inc. under Task Order "B" of the Airport Engineering Services Agreement 2019-6 to provide Professional Services for the Airport Master Plan.
 7. Authorize payment of Invoice 22-216746-02 in the amount of \$890 to Armstrong Consultants, Inc. under Task Order "C" of the Airport Engineering Services Agreement 2019-6 to provide Professional Services for the Airport Pavement Management Plan.
 8. Authorize payment of Invoice #23537 in the amount of \$1,389.39 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.
 9. Authorize payment of Invoice #23538 in the amount of \$877.77 to R.E.Y. Engineers for the Olive View ATP Connectivity Project Engineering and Environmental Services.
 10. Adopt Ordinance 701, an Ordinance adopting the Initiative Measure relating to amendment of the Hwy. 99W Specific Plan to remove the Initiative Area to allow development of a Grocery Store and Drive-thru-Coffee Shop. (Second Reading and Adoption)
- H. ITEMS REMOVED FROM THE CONSENT AGENDA:**
- I. PUBLIC HEARINGS AND MEETINGS:**
11. Adopt Resolution 08-23-2022-01 declaring intent to levy and collect Annual Assessment for the City of Corning Lighting and Landscape District 1, Zone 1.
 12. Adopt Resolution 08-23-2022-02 declaring intent to levy and collect Annual Assessment for the City of Corning Lighting and Landscape District 1, Zone 2.
 13. Adopt Resolution 08-23-2022-03 declaring intent to levy and collect Annual Assessment for the City of Corning Lighting and Landscape District 1, Zone 3.
 14. Adopt Resolution 08-23-2022-04 declaring intent to levy and collect Annual Assessment for the City of Corning Lighting and Landscape District 1, Zone 4.
- J. REGULAR AGENDA:**
15. Ordinance 699, an Ordinance amending Chapter 5.50 of the Corning Municipal Code pertaining to Street Vending. (Introduction and 1st Reading of revised Ordinance)
 16. Authorization recruitment of second full-time Police Department Community Service Officer (CSO).
 17. Approve proposed Recreation Lease Agreement with Corning Youth Football & Cheer for seasonal use of Clark Park Facilities.
 18. Approve Airport Fixed Base Operator (FBO) Lease Agreement with Tony Cutter dba Cutterbilt Aero Services.
 19. Approve Awning Grant Program Proposal and Administration Agreement with 3CORE.
 20. Authorize 1-Year Extension of Agreement with Housing Tools to provide Grant Administration services for the Prop. 68 Grant in an amount not to exceed \$30,000.
- K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:**

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

Demo:

Burnett:

Hargens:

Valerio:

Snow:

N. ADJOURNMENT:

POSTED: FRIDAY, AUGUST 19, 2022

**PROCLAMATION
SEPTEMBER 2022
SUICIDE PREVENTION MONTH**

WHEREAS the month of September 2022 is National Suicide Prevention Month, a time in which individuals, organizations, and communities around the County join their voices to amplify the message that suicide can be prevented; and

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

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

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

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

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

NOW, THEREFORE I, ROBERT SNOW, AS MAYOR OF THE CITY OF CORNING DO HEREBY PROCLAIM, SEPTEMBER 2022 AS "SUICIDE PREVENTION MONTH" IN THE CITY OF CORNING.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Corning to be affixed this 23rd day of August 2022

**ROBERT SNOW
MAYOR**

**LISA M. LINNET,
CITY CLERK**



**CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, AUGUST 9, 2022
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

A. CALL TO ORDER: 6:00 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: 930 N. Marguerite Avenue

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: Airport Building and Ground Lease

Under Negotiation: Terms of Lease

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

Mayor Snow reported that direction was given to Staff.



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 9, 2022
CITY COUNCIL CHAMBERS
794 THIRD STREET
OR VIA ZOOM**

<https://us06web.zoom.us/j/9342948553?pwd=WFF2OVdJZnhldTZKRvJwZ1FSTFFUT09>

Meeting ID: 934 294 8553, Passcode: 01252022

OR BY PHONE at (720) 707- 2699

Meeting ID: 934 294 8553, Passcode: 01252022

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

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

B. ROLL CALL:

Council:

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

Mayor:

Robert Snow

All members of the City Council were present.

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

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: None.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Councilor Demo stated he is a little disappointed that there is nothing on the Agenda tonight in relation to the Solano Street Project.

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

- 1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 2. Waive the reading and approve the Minutes of the July 26, 2022 Regular City Meeting with any necessary corrections:**
- 3. August 3, 2022 Claim Warrant in the amount of \$1,284,079.61.**
- 4. July 2022 Wages & Salaries: \$424,605.27.**
- 5. August 3, 2022 Business License Report.**
- 6. July 2022 Treasurer's Report.**
- 7. July Building Permit Valuation Report in the amount of \$682,312.**
- 8. July 2022 City of Corning Wastewater Operations Summary Report.**
- 9. Authorize payment of Invoice No. 1 to Walberg, Inc. in the amount of \$298,549.34 for the Solano Street Improvement Project.**

Councilor Valerio moved to approve Consent Items 1-9; Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/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:

- 10. Ordinance 699, an Ordinance amending Chapter 5.50 of the Corning Municipal Code pertaining to Street Vending. (Introduction and 1st Reading)**

Presented by City Manager Kristina Miller who stated that before the Council tonight is the proposed first reading of Ordinance 699 which was previously presented to the Planning Commission on July 19th who approved by a 4-0 vote to recommend approval by the City Council with one revision. The Planning Commissions revision consisted of allowing current licensed Mobile Vendors to be "Grandfathered" and not subject to the required 200' distance from a permanent Food Facility rule. City Attorney Bogener also clarified an item.

City Manager Miller stated some of the requirements to obtain a Permit such as possession of the following: City Business License; Certification through the Tehama County Environmental Health Department and requiring the payment of sales tax. It was also stated that all associated documents would be translated into Spanish.

Mayor Snow stated that every one of the Council Members were present at the Planning Commission Meeting to hear the comments and thoughts.

Councilor Demo stated he would like it clarified within the Ordinance that everyone working in the Food Truck must have a food handler's license. Councilor Hargens stated she believes the \$500 fee is too high. She stated she understands that this helps offset Code Enforcement/Inspections and associated paperwork costs for staff. It was also stated that the same fee in the City of Red Bluff is much higher. Councilor Valerio stated his belief that the fee is too high also.

Mitch Ampri asked about disposal of grease from Food Trucks and monitoring of this disposal.

City Attorney Bogener stated that it does not need to be clarified within the Ordinance that each handler is certified.

Councilor Valerio moved to reduce fee to \$250; following the motion Councilor Demo confirmed that cost above the \$250 would be subsidized by the General Fund. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

11. Ordinance 701, an Ordinance adopting the Initiative Measure relating to amendment of the Hwy. 99W Specific Plan to remove the Initiative Area to allow development of a Grocery Store and Drive-thru Coffee Shop. (Introduction and 1st Reading)

Presented by City Attorney Collin Bogener who clarified a change in the Staff report referring to Section 9214 and 15% to 10%, which is reflected in the presented Ordinance. He explained that this was approved by an Urgency Ordinance which is temporary in nature which is why Staff is bringing this back as an Ordinance tonight for first reading.

Councilor Demo, having received the Certification of Sufficiency of the Initiative Petition on July 12, 2022, and having adopted associated Urgency Ordinance 700 by a unanimous vote, moved to adopt Ordinance 701 adopting the Measure without alteration for introduction and first reading. Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

12. Accept Final Tract Map 2022-01 for the Magnolia Meadows Subdivision.

Presented by City Manager Miller who stated that there are two minor items that need to be completed, and therefore Public Works Consultant Robin Kampmann does not feel it should hold up the map.

Councilor Hargens moved to accept the offers for dedication shown on the final Tract Map 20-1001 for the Magnolia Meadows Subdivision and authorize the City Clerk to certify the acceptance on the final Map; and direct Staff to record final Tract Map 20-1001; Magnolia Meadows Subdivision. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

13. Authorize City Manager and City Attorney to negotiate and execute a Memorandum of Understanding with the County of Tehama to provide staffing for water distribution to residents in unincorporated areas within 5 miles of City Hall.

Presented by City Manager Miller who stated that she has been in conversation with Staff from the County regarding obtaining help from them in monitoring the hydrant where water is being obtained. She stated that they are willing to help with 50% of the staff time which in no way covers the staff time and expense spent by City to help residents of the unincorporated area.

Councilor Hargens asked if Council could be notified ahead of time if the program were to be rescinded; she was assured that she would do that.

Councilor Burnett moved to authorize City Manager and City Attorney to negotiate and execute a Memorandum of Understanding between the City and the County of Tehama to provide water distribution staffing Monday through Friday from 2pm to 4pm beginning August 16th through October 31, 2022. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Abstain/Absent/Opposed: None. Motion was approved by a 5-0 vote.**

14. Provide Staff Direction on exploring Agreement with Corning Union High School District for potential extended pool season.

Presented by City Manager Miller who stated that she had amended the Staff Report which is being presented to the City Council tonight. She explained those amendments based upon various requests she received while she was on vacation, one request she received as late as today (from the City of Red Bluff). She stated that we have, in past, received requests for an extension of the pool season, however this year we will not have a Manager beyond the scheduled pool season and have few, if any, Lifeguards available beyond the scheduled Season. She stated that she has also been in contact with the Corning High School Superintendent and

relayed the information from that conversation. She then informed the Council of the costs to operate the pool, \$29,900 just for chemical cost for this pool season, and the cost per day is \$379.

No Action was taken.

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: Tehama County Transportation Commission Meeting was cancelled. He attended the Tucker Mesker Tournament over the weekend; it was a very successful event, and the Mesker Family was very appreciative. Thanked new County Supervisor elect Matt Hansen for attending the meeting tonight.

Burnett: Attended the Tehama County Sanitary Landfill Executive Board Meeting on Thursday at 5:30pm, the Senior Center Board Meeting is tomorrow, and Thursday, August 18th is Bunko at the Senior Center.

Hargens: Nothing. Loves the new Pickleball Court.

Valerio: Nothing

Snow: Nothing

N. ADJOURNMENT: 7:40 p.m.

Lisa M. Linnet, City Clerk



**EMERGENCY
CITY COUNCIL MINUTES
THURSDAY, AUGUST 18, 2022
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

A. CALL TO ORDER: 4:30 p.m.

B. ROLL CALL:

Council:

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

Mayor:

All members were present except Commissioner Valerio.

C. PUBLIC COMMENTS: None.

D. REGULAR AGENDA:

1. Approve Change Order #2 for the Solano Street Improvement Project for the 5TH and 6TH Street/Solano Street Intersections.

Public Works Consultant Robin Kampmann presented the Staff Report requesting approval of Change Order #2 in the amount of \$178,541.94 for Walberg, Inc. and \$37,027 for Psomas Inspectors for the Solano Street Improvement Project.

She explained that the Change Order for the full depth reclamation at the 5th and 6th Street intersections as reflected in the cost breakdown of Change Order costs attached to the staff report. She further explained that the costs were broken into agreed upon items that are primarily credits for the change in work type or unit costs that were already established. Then there are the items to proceed at "Force Account" not to exceed, these items have higher costs estimated by the Contractor due to their risk and the unknowns that have been established during the construction of the 4th Street intersection.

If we approve a not to exceed cost and then have them bill at "Force Account", it will allow the City to only pay for the time and materials used and not the lump sum price provided by the Contractor but will also provide the Contractor some coverage for the risk and unknown conditions that they may encounter. She explained that since we are proposing to use "Force Account" it will increase the time that Psomas Inspectors will need to be on the site to monitor and record times, equipment, and materials.

Councilor Demo moved to approve Change Order No. 2 in the amount not to exceed \$178,541.94 for Walberg, Inc. and \$37,027 for Psomas for the Solano Street Improvement Project, 5th and 6th Street/Solano Street Improvements. Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, and Hargens. Absent: Valerio. Abstain/Opposed: None. Approved by a 4-0 vote with Valerio absent.**

E. ADJOURNMENT: 4:50 P.M.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: August 17, 2022

SUBJECT: Cash Disbursement Detail Report for the
Tuesday August 23, 2022 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 08-17-22	\$	123,913.10
B.	Payroll Disbursements	Ending 08-11-22	\$	78,016.76

GRAND TOTAL \$ 201,929.86

REPORT.: Aug 17 22 Wednesday
 RUN...: Aug 17 22 Time: 13:45
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-22 thru 08-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
033481	08/04/22	WAR05	WARREN, DANA KARL	256.50	220630A	REC INSTRUCTOR-REC
033482	08/04/22	FIR05	FIRST NATIONAL BANK OMAHA	556.38	220728	MAT & SUPPLIES-
033483	08/04/22	FIR11	FIRST NATIONAL BANK OMAHA	1725.35	220728	MAT & SUPPLIES-
033484	08/04/22	FIR13	FIRST NATIONAL BANK OMAHA	237.01	220728	MAT & SUPPLIES-
033485	08/04/22	FIR16	FIRST NATIONAL BANK OMAHA	694.78	220728	MAT & SUPPLIES-
033486	08/04/22	LEE00	LEE, JACQUELINE PATTON	240.00	220806	REC INSTRUCTOR-REC
033487	08/08/22	FIR17	FIRST NATIONAL BANK OMAHA	927.51	220728	MAT & SUPPLIES-
033488	08/08/22	RAM06	RAMIREZ, ANDY	250.00	220808	SCHOLARSHIP-CITY COUNCIL
033489	08/11/22	3AC00	3A CUSTOMS	150.45	15018572	VEH REPLAC-CAP IMPROV
033490	08/11/22	ACC01	ACCESS	469.00	9593612	MAT & SUPPLIES-FINANCE
033491	08/11/22	ARA02	ARAMARK UNIFORM SERVICES	94.20	045007	MAT & SUPPLIES-BLD MAINT
				94.20	050495	MAT & SUPPLIES-BLD MAINT
				94.20	055997	MAT & SUPPLIES-BLD MAINT
				94.20	061969	MAT & SUPPLIES-BLD MAINT
			Check Total.....	376.80		
033492	08/11/22	ARM02	ARMSTRONG	33960.85	216745-03	AIRPORT 21 TASK B-AIRPORT
033493	08/11/22	ATT17	AT&T	80.25	220731	COMMUNICATIONS-FIRE
033494	08/11/22	BIG02	BIG VALLEY SANITATION, IN	125.00	106090	BLD MAINT-SENIOR CENTER
033495	08/11/22	CAM02	FERGUSON ENTERPRISES INC.	2138.22	1725746	MAT & SUPPLIES-WTR
033496	08/11/22	CYR00	CYRACOM, LLC	25.00	202203859	COMMUNICATIONS-DISPATCH
033497	08/11/22	DEP03	DEPT OF TRANS/CAL TRANS	303.28	SL221298	Equip.Maint. St&Trf Light
033498	08/11/22	ENT02	ENTERPRISE-RECORD, MERCUR	203.75	6687077	PRINT/ADVERT-CITY CLERK
				183.00	6687079	PROF SVCS-PW ADMIN
				139.00	6687669	PRINT/ADVERT-CITY CLERK
				196.00	6687079B	PROF SVCS-PW ADMIN
			Check Total.....	721.75		
033499	08/11/22	ESO00	ESO SOLUTIONS, INC.	2695.82	ESO-85092	COMMUNICATIONS-FIRE
033500	08/11/22	EWI00	EWING	245.31	17475404	LANDSCAPE MAINT-PARKS
				439.95	17507674	MAT & SUPPLIES-STR
			Check Total.....	685.26		
033501	08/11/22	FIR10	FIRST NATIONAL BANK OMAHA	99.90	08082022	COMMUNICATIONS-DISPATCH
033502	08/11/22	FIR14	FIRST NATIONAL BANK OMAHA	2925.89	08092022	MAT & SUPPLIES-
033503	08/11/22	GAB00	GABBARD, BRYAN	270.00	220814	REC INSTRUCTOR-REC
033504	08/11/22	GRA02	GRAINGER, W.W., INC	93.75	940079976	MAT & SUPPLIES-PARKS
033505	08/11/22	LIN01	LINCOLN AQUATICS, INC.	3974.10	SN087118	MAT & SUPPLIES-POOL
033506	08/11/22	PAC29	PACE ANALYTICAL SERVICES,	176.37	220778128	PROF SVCS-WTR DEPT
033507	08/11/22	PAT02	PATTERSON ELECTRIC, INC.	581.30	6238	EQUIP MAINT-SWR
033508	08/11/22	PAY01	PAYGOV.US LLC	2885.80	1023	COVID 19-FINANCE
033509	08/11/22	PGE01	PG&E	513.95	220802	ELECT-
				2280.71	220802A	ELECT-
			Check Total.....	2794.66		
033510	08/11/22	PGE04	PG&E	325.22	220802	TranspFacility-
033511	08/11/22	PGE05	PG&E	1430.32	220802	FIRE-ELECT & GAS
033512	08/11/22	QUI02	QUILL CORPORATION	545.07	26862315	OFFICE SUPPLIES-FINANCE
033513	08/11/22	RED21	RED HAT FIRE PROTECTION	165.00	RH3520	BLD MAINT-SENIOR CENTER
033514	08/11/22	SCP00	SCP DISTRIBUTORS LLC	1967.20	SN087119	MAT & SUPPLIES-WTR
				-22.63	SN087370C	MAT & SUPPLIES-WTR
			Check Total.....	1944.57		
033515	08/11/22	TEH15	TEHAMA CO SHERIFF'S DEPT	49.00	08042022	PROF SVCS-POLICE
033516	08/11/22	TPX00	TPX COMMUNICATIONS	1050.73	159656544	COMMUNICATIONS-
033517	08/11/22	TRI02	TRI-COUNTY NEWSPAPERS	87.31	00281692	PRINT/ADVERT-CITY CLERK

REPORT.: Aug 17 22 Wednesday
 RUN....: Aug 17 22 Time: 13:45
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 08-22 thru 08-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
033517	08/11/22	TRI02	TRI-COUNTY NEWSPAPERS	219.63	00281985	PRINT/ADVERT-CITY CLERK
			Check Total.....	306.94		
033518	08/11/22	TRI07	TRITES BACKFLOW SERVICES	150.00	12687	PROF SVCS-WTR
033519	08/11/22	VER02	VERIZON WIRELESS	228.06	991243535	PROP 30-MDC
033520	08/11/22	WAL02	WALKER PRINTING	95.45	41741	MAT & SUPPLIES-POLICE
033521	08/12/22	CAR12	CARREL'S OFFICE SOLUTIONS	17.76	AR46952	MAT & SUPPLIES-LIBRARY
033522	08/12/22	PES01	PESTMASTER SERVICES, INC.	990.79	351737	TREE/PEST & WEED SPRAY-
033523	08/12/22	SCP00	SCP DISTRIBUTORS LLC	119.00	SN087344	MAT & SUPPLIES-WTR
				1960.74	SN087489	MAT & SUPPLIES-WTR
				-119.00	SN087490C	MAT & SUPPLIES-WTR
				-675.00	SN087691C	MAT & SUPPLIES-WTR
			Check Total.....	1285.74		
033524	08/12/22	WEB02	WEBSTER, WAYNE C.	210.00	220813	REC INSTRUCTOR-REC
033525	08/12/22	BOR00	BORER, NATHANIEL MATTHEW	160.00	220710	MAT & SUPPLIES-POOL
033526	08/12/22	COM06	COMCAST	13.21	220809	COMMUNICATIONS-PW ADMIN
033527	08/12/22	MOO07	MOORE & BOGENER, INC.	330.00	13263	LGL SVCS-
033528	08/12/22	NOR47	NORTHSTAR	83.00	79443	CONSULT LIT-LGL SVCS (SOLANO - PROJECT 18-003)
033529	08/12/22	PAC29	PACE ANALYTICAL SERVICES,	176.37	220814728	PROF SVCS-WTR DEPT
033530	08/12/22	PES01	PESTMASTER SERVICES, INC.	990.79	357109	TREE/PEST & WEED SPRAY-
033531	08/16/22	ARM02	ARMSTRONG	890.00	216746-02	AIRPORT 21 TASK C-AIRPORT
033532	08/16/22	BDI00	BDI	290.26	950264545	MAT & SUPPLIES-
033533	08/16/22	BOR00	BORER, NATHANIEL MATTHEW	140.00	220807	MAT & SUPPLIES-POOL
033534	08/16/22	CCM01	CA CITY MANAGEMENT FOUNDA	400.00	2980	ASSOC DUES-CITY ADMIN
033535	08/16/22	DIV02	DIVISION OF THE STATE ARC	195.60	20220816	PROF SVCS-FINANCE
033536	08/16/22	MCD01	MCDANIEL SIGN COMPANY	53.88	3857	VEH OP/MAINT-PARKS
033537	08/16/22	REY05	R.E.Y. ENGINEERS, INC.	1389.39	23537	PROF SVCS ADMIN-ATP-WEST ST SCHOOL
				877.77	23538	PROF SVCS ADMIN-ATP-OLIVE VIEW SCHOOL
			Check Total.....	2267.16		
033538	08/17/22	EDD02	EMPLOYMENT DEVELOPMENT DE	8487.00	L17804924	UNEMPLOYMENT INS-GEN CITY
033539	08/17/22	EMP03	EMPOWER TEHAMA	3000.00	SART07212	PROF SVCS-POLICE
				1500.00	SART07222	PROF SVCS-POLICE
			Check Total.....	4500.00		
033540	08/17/22	HOU00	HOUSING TOOLS	150.00	2275	PROF SVCS-GEN CITY
				877.50	2429	PROF SVCS-
			Check Total.....	1027.50		
033541	08/17/22	LAU01	LAUREL AG & WATER	374.64	INVLPI018	BLD MAINT-AIRPORT
033542	08/17/22	NOR47	NORTHSTAR	10900.00	79411	PROF SVCS-PW ADMIN
033543	08/17/22	QUI02	QUILL CORPORATION	73.78	26730014	OFFICE SUPPLIES-
				13.08	26961592	OFFICE SUPPLIES-
			Check Total.....	86.86		
033544	08/17/22	RAD02	THE RADAR SHOP	255.50	RS-12391	PROF SVCS-POLICE
033545	08/17/22	S&L00	S & L BREWER ENTERPRISES	300.00	22CORN07	K9 PROGRAM-POLICE
033546	08/17/22	SCP00	SCP DISTRIBUTORS LLC	2137.06	SN087866	MAT & SUPPLIES-POOL
033547	08/17/22	SUN16	SUNBEAM SOLAR OPERATIONS	15171.75	176497	ELECT-
033548	08/17/22	TEH08	COUNTY OF TEHAMA	20.00	220817	PROF SVCS-WTR
033549	08/17/22	USA01	USA BLUE BOOK	114.75	078369	MAT & SUPPLIES-WTR
033550	08/17/22	VAL11	VALLEY PACIFIC PETROLEUM	1410.26	22-530733	MAT & SUPPLIES-
				2393.38	22-530734	VEH OP/MAINT-
				189.90	22-530735	VEH OP/MAINT-FIRE
			Check Total.....	3993.54		
033551	08/17/22	WHI02	WHITE JR, JAMES A.	15.00	08162022	TRAINING/ED-POLICE

REPORT.: Aug 17 22 Wednesday
RUN...: Aug 17 22 Time: 13:45
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 08-22 thru 08-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
033552	08/17/22	XER00	XEROX CORPORATION	23.60	016920293	EQUIP MAINT-DISPATCH
033553	08/17/22	\N003	NORTH STATE GROCERY INC,	1300.00	220812	REFUND SECURITY DEPOSIT-PROP 68 PARK
Cash Account Total.....:				123913.10		
Total Disbursements.....:				123913.10		
Cash Account Total.....:				.00		

REPORT.: Aug 17 22 Wednesday
 RUN...: Aug 17 22 Time: 13:45
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 08-22 thru 08-22 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13316	08/11/22	BAN03	POLICE OFFICER ASSOC.	275.00	C20809	POLICE OFFICER ASSOC
13317	08/11/22	CAL37	CALIFORNIA STATE DISBURSE	138.46	C20809	WITHHOLDING ORDER
13318	08/11/22	EDD01	EMPLOYMENT DEVELOPMENT	5045.76	C20809	STATE INCOME TAX
				1593.48	1C20809	SDI
			Check Total.....:	6639.24		
13319	08/11/22	FED00	FEDERAL PAYROLL TAXES (EF	14431.65	C20809	FEDERAL INCOME TAX
				17895.94	1C20809	FICA
				4185.28	2C20809	MEDICARE
			Check Total.....:	36512.87		
13320	08/11/22	ICM01	ICMA RETIREMENT TRUST-457	3563.00	C20809	ICMA DEF. COMP
				185.00	1C20809	ICMA DEF. COMP ER PD
			Check Total.....:	3748.00		
13321	08/11/22	PERS1	PUBLIC EMPLOYEES RETIRE	24560.31	C20809	PERS PAYROLL REMITTANCE
13322	08/11/22	PERS4	Cal Pers 457 Def. Comp	2636.41	C20809	PERS DEF. COMP.
				460.00	1C20809	PERS DEF. COMP. ER P
			Check Total.....:	3096.41		
13323	08/11/22	STA04	STATE OF CALIFORNIA	459.08	C20809	WAGEASN CS#571350142
13324	08/11/22	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C20809	WageOrder F#20000149
13325	08/11/22	VAL06	VALIC	2334.00	C20809	AIG VALIC P TAX
				142.50	1C20809	AIG VALIC P TAX ER P
			Check Total.....:	2476.50		
			Cash Account Total.....:	78016.76		
			Total Disbursements.....:	78016.76		

Date.: Aug 17, 2022
 Time.: 1:49 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
CLIMATE PROS LLC	55 N BRANDON DR	GLENDALE HEIGHT, IL 60139	GENERAL CONTRACTOR; REFRIGERATION	08/17/22
HUMBLE ESTATES CORPO	1515 HWY 99W	CORNING, CA 96021	APT COMPLEX WITH 11 UNITS	08/08/22
KHANGURA VENTURES LL DBA	MARCOS PIZZA	CORNING, CA 96021	PIZZA RESTAURANT	08/12/22
PRECISION BUILDING	418 STANMAR DR.	CORNING, CA 96021	GENERAL CONTRACTOR	08/04/22
SIERRA CONSTRUCTION	11540 PASKENTA RD	CORNING, CA 96021	GENERAL CONTRACTOR	08/17/22

ITEM NO.: G-6
AUTHORIZE PAYMENT FOR INVOICE
22-216745-03 THE AMOUNT OF
\$33,960.85 UNDER TASK ORDER "B" TO
ARMSTRONG CONSULTANTS, INC
August 23, 2022

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 22-216745-03 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 \$33,960.85; this will be the ninth 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.

BACKGROUND:

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

FUNDING:

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

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE:

- PAYMENT FOR INVOICE 22-216745-03 IN THE AMOUNT OF \$33,960.85 UNDER TASK ORDER "B" TO ARMSTRONG CONSULTANTS, INC. FROM FUND 620-9209-3500, AIRPORT 21 Task B



City of Corning
 794 Third Street
 Corning, CA 96021
 O

DATE: 7/31/2022
 INVOICE NO. 22-216745-03

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	85%	=	\$7,755.40
Element 2 - Inventory Existing Conditions	:\$	20,068.00	X	100%	=	\$20,068.00
Element 3 - Airport Waste Recycling	:\$	4,050.00	X	100%	=	\$4,050.00
Element 4 - Facility Requirements	:\$	29,852.00	X	100%	=	\$29,852.00
Element 5 - Financial Plan	:\$	23,322.00	X	100%	=	\$23,322.00
Element 6 - Airport Layout Plan	:\$	58,575.00	X	90%	=	\$52,717.50
Documentation	:\$	11,942.00	X	90%	=	\$10,747.80
Meetings & Document Production	:\$	14,995.00	X	80%	=	\$11,996.00
Subconsultants	:\$	154,500.00	X	100%	=	<u>\$154,500.00</u>

Total Amount Earned to Date = \$315,008.70
 Less Amount Previously Invoiced = -\$281,047.85

Total Amount Due this Invoice = \$33,960.85



July 31, 2022

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.

- Delivery of a complete draft Airport Layout Plan set and Narrative Report to the City.

The immediate next steps for the project include:

- Revisions to the Airport Layout Plan set and Narrative Report to reflect comments from City staff.
- Submission of draft Airport Layout Plan set and Narrative Report to the Technical Advisory Committee for review.
- Technical Advisory Committee meeting to review draft Narrative Report and Airport Layout Plan sheets.

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: April 2022 Invoice

ITEM NO.: G-7
AUTHORIZE PAYMENT FOR INVOICE
22-216746-02 THE AMOUNT OF \$890.00
UNDER TASK ORDER "C" TO
ARMSTRONG CONSULTANTS, INC
August 23, 2022

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 22-216746-02 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 \$890.00; this will be the seventh 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. 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 \$35,000.00, 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 22-216746-02 IN THE AMOUNT OF \$890.00 UNDER TASK ORDER "C" TO ARMSTRONG CONSULTANTS, 620-9210-3500, AIRPORT 21 TASK C-AI.



City of Corning
794 Third Street
Corning, CA 96021

DATE: 7/31/2022
INVOICE NO. 22-216746-02

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

FOR PROFESSIONAL SERVICES RENDERED:

City of Corning, California
Corning Municipal Airport
Engineering Services
Task Order 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	100%	=	\$17,760.00
Element 1 - Project Closeout	:\$	890.00	X	100%	=	<u>\$890.00</u>

Total Amount Earned to Date	=	\$32,900.00
Less Amount Previously Invoiced	=	<u>-\$32,010.00</u>
Total Amount Due this Invoice	=	\$890.00

ITEM NO.: G-8
AUTHORIZE PAYMENT OF INVOICE
#23537 IN THE AMOUNT OF \$1,389.39 TO
R.E.Y. ENGINEERS FOR THE WEST
STREET SCHOOL ATP CONNECTIVITY
PROJECT ENGINEERING AND
ENVIRONMENTAL SERVICES

August 23, 2022

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 #23537 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$1,389.39. This will be the twelfth payment for this contract.

A summary of work completed between July 1st to July 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 #23537 IN THE AMOUNT OF \$1,389.39 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
(916) 366-3040

City of Corning
794 Third Street
Corning, CA 96021

Invoice number 23537
Date 08/12/2022

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

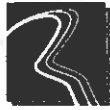
Professional services through July 31, 2022

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	145,000.00	57.96	84,034.90	82,645.51	1,389.39
3 Right of Way	15,000.00	0.00	0.00	0.00	0.00
4 Utility A Letters	0.00	100.00	884.42	884.42	0.00
Total	190,000.00	60.20	114,919.32	113,529.93	1,389.39

Invoice total 1,389.39

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23537	08/12/2022	1,389.39	1,389.39				
	Total	1,389.39	1,389.39	0.00	0.00	0.00	0.00



August 12, 2022

City of Corning
794 Third Street
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: West Street Elementary School Connectivity Project
Period: July 1 – July 31, 2022

Work Performed This Period:

- Project Approval and Environmental Document
 - Complete
- Project Management
 - Status Report
 - Bi weekly check in calls
- Environmental Services
 - No work this month
- Topographic data collection
 - No work this month
 - Extracted additional data
- Preliminary Design
 - No work this month
- PS&E
 - No work this month
- Additional Tasks
 - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Final Design
 - Respond to 60% Comments
 - Prepare specifications

Issues / Concerns:

- Need direction for conveyance of drainage within new gutters. Topography is very flat and ponding is likely within new gutters as there is not an underground system to discharge into. Does the City utilize infiltration inlets? Is the City aware of any subsurface soil layers that can percolate storm drainage?

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	100%	\$30,000.00
2 Plans, Specifications and Estimates	\$145,000.00	57.96%	\$84,034.90
3 Right of Way	\$15,000.00	0	\$0.00
Additional Tasks			
4 Utility A Letters		100%	\$884.42
Total	\$190,000.00	60.20%	\$114,919.32

Submitted By,

Aaron Brusatori, PE

ITEM NO.: G-9
AUTHORIZE PAYMENT OF INVOICE
#23538 IN THE AMOUNT OF \$877.77 TO
R.E.Y. ENGINEERS FOR THE OLIVE
VIEW SCHOOL ATP CONNECTIVITY
PROJECT ENGINEERING AND
ENVIRONMENTAL SERVICES

August 23, 2022

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 #23538 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$877.77. This will be the twelfth payment for this contract.

A summary of work completed between July 1st to July 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 #23538 IN THE AMOUNT OF \$877.77 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
(916) 366-3040

City of Corning
794 Third Street
Corning, CA 96021

Invoice number 23538
Date 08/12/2022

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

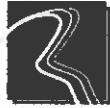
Professional services through July 31, 2022

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	100.00	30,000.00	30,000.00	0.00
2 Plans, Specifications, and Estimates	133,000.00	57.03	75,846.61	74,968.84	877.77
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	60.63	106,490.43	105,612.66	877.77

Invoice total 877.77

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
23538	08/12/2022	877.77	877.77				
	Total	877.77	877.77	0.00	0.00	0.00	0.00



August 12, 2022

City of Corning
794 Third Street
Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: Olive View Elementary School Connectivity Project
Period: July 1 – July 31, 2022

Work Performed This Period:

- Preliminary Engineering
 - Project Management
 - Status Report
 - Bi weekly check in call(s)
 - Environmental Services
 - No work this month
 - Topo / Boundary
 - No work this month
 - Additional topo extraction
 - Preliminary Design
 - No work this month
 - PS&E
 - No work this month
- Additional Tasks
 - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Receive / Respond to 60% comments

Issues / Concerns:

- Direction requested concerning the conveyance of drainage within new gutters. Topography is very flat and ponding is likely within new gutters as there is not an underground system to discharge into. Does the City utilize infiltration inlets? Is the City aware of any subsurface soil layers that can percolate storm drainage?

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	100%	\$30,000.00
2 Plans, Specifications and Estimates	\$133,000.00	57.03%	\$75,846.61
3 Right of Way	\$12,000.00	0%	\$0.00
Additional Tasks			
4 Utility A Letters		100%	\$643.82
Total	\$175,000.00	60.63%	\$106,490.43

Submitted By,

Aaron Brusatori, PE

ITEM NO.: G-10
ORDINANCE 701 ADOPTING THE INITIATIVE
MEASURE RELATING TO AMENDMENT OF
THE HWY. 99W SPECIFIC PLAN TO
REMOVE THE INITIATIVE AREA TO ALLOW
DEVELOPMENT OF A GROCERY STORE
AND DRIVE-THRU COFFEE SHOP
(Second Reading and Adoption)
August 9, 2022

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

BACKGROUND:

On April 21, 2022, a Notice of Intent to Circulate a Petition for the City of Corning for a proposed initiative measure was received by the City Clerk. The initiative seeks to remove the area designated as the Initiative Area from the "Hwy 99-W Specific Plan" and convert it to "Commercial." The purpose is to permit the Initiative Area to be developed into a project that includes an approximately 16,000 square foot grocery store, a 950 square foot drive-thru coffee shop, and associated pylon signage. This would include amendment of the General Plan Land Use Map to reflect the change and also establish an overlay zone for the Initiative Area that includes performance standards that apply to the area. Finally, the initiative included a declaration of public convenience and necessity for the grocery store to serve beer, wine, and distilled spirits.

The proponents filed their proof of publication as required, and circulated petitions. The proponents filed the signed petitions with the City of Corning City Clerk's office, who provided a prima facie review of the petitions.

The petition was then sent to the Tehama County Registrar of Voters for the actual review of the signatures. The petition was certified as sufficient under the provision of Election Code section 9415, signed by not less than 10% of the voters of the City.

An Urgency Ordinance (Ordinance No. 700) was adopted by a unanimous vote of the City Council on July 12, 2022 in order to meet the established time constraints provided by the County Elections Department in order for the Ballot Measure to be on the November Elections Ballot. Under the established time constraint, the Ballot Measure and associated Ordinance must be presented to the County Elections Department no later than Monday, July 18, 2022. If received after that date it would have to be calendared as a stand-alone Ballot Measure greatly increasing the costs to the City and City taxpayers. The Urgency Ordinance became effective immediately upon adoption.

Now that the petition has been certified, Elections Code Section 9215 offered the Council three options:

1. Adopt the measure without alteration at this meeting. The effect of this measure would be to convert the Initiative area from "Hwy 99-W Specific Plan" to Commercial to permit the development of a grocery store and drive-thru coffee shop.
2. Present the measure to the voters at the first available Special City election, or
3. Order a report pursuant to Section 9212 of the Elections Code which allows for a study of its fiscal impact, its effect on various land use matters, such as the general plan, specific plans, infrastructure, or other matters the Council requests. The report must be completed within a 30-day period, at which time the report then returns, and the Council may either adopt the measure or order it to a special election.

At the July 12, 2022 City Council Meeting, the City Council selected option 1 by a unanimous vote. Had Option 2 been chosen, the Registrar of Voters would have set a date between 88 and 103 days of the date that the Council calls for an election. That would result in the election taking place on the first Tuesday after the first Monday in November of 2022 per Elections Code section 1000. Cost of a special election in November would be **\$10,000 - \$15,000**.

As an act of good faith, Staff now is providing Ordinance 701, AN ORDINANCE ADOPTING THE INITIATIVE MEASURE RELATING TO AMENDMENT OF THE HWY. 99W SPECIFIC PLAN TO REMOVE THE INITIATIVE AREA TO ALLOW DEVELOPMENT OF A GROCERY STORE AND DRIVE-THRU COFFEE SHOP for introduction. This proposed Ordinance is basically the same as Urgency Ordinance 700, the only difference is unlike Urgency Ordinance 700 which became effective immediately upon adoption, proposed Ordinance 701 requires two readings at two separate meetings and doesn't become effective until 30 days following adoption.

RECOMMENDED ACTION:

MAYOR AND CITY COUNCIL ADOPT ORDINANCE 701, AN ORDINANCE ADOPTING THE INITIATIVE MEASURE RELATING TO AMENDMENT OF THE HWY. 99W SPECIFIC PLAN TO REMOVE THE INITIATIVE AREA TO ALLOW DEVELOPMENT OF A GROCERY STORE AND DRIVE-THRU COFFEE SHOP

ATTACHMENTS:

- **Page 1:** Initiative to Preserve and Enhance the Quality of Life by Providing Opportunities for Present and Future Residents to Enjoy the Variety of the full range of Urban Services, including new Grocery Stores and Drive-Thru Coffee Shops near existing Residential Development (1 pg.);
- **Page 2:** Initiative Measure to be Submitted to Voters; signed by Chetina Austin, Gary Strack, and Terry Barbo (1 pg.);
- **Page 3 - 6:** Notice of Intent to Circulate Petition, signed by Chetina Austin, Gary Strack, and Terry Barbo (with attached AFFIDAVITs for each (4 pgs.);
- **Page 7 - 16:** Initiative Measure to be Submitted Directly to the Voters (10 pgs.);
 - **Exhibit A: Assessors Map showing site location;**
 - **Exhibit B: Initiative Area Legal Description;**
 - **Exhibit C: Amended General Plan Map General Plan Land Use, City of Corning;**
 - **Exhibit D: Amended Specific Plan Area Map, Figure 1–Highway 99W Corridor Specific Plan Study Area; and**
 - **Exhibit E: Amended Zoning Map, City of Corning Zoning Map**
- **Certificate of Tehama County Registrar of Voters**
- **City Council Certification of Petition.**

ORDINANCE NO. 701

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA, ADOPTING THE INITIATIVE MEASURE RELATING TO AMENDMENT OF THE HWY 99W SPECIFIC PLAN TO REMOVE THE INITIATIVE AREA TO ALLOW DEVELOPMENT OF A GROCERY STORE AND DRIVE-THRU COFFEE SHOP

WHEREAS, On April 21, 2022, a Notice of Intent to Circulate a Petition for the City of Corning for a proposed initiative measure was received by the City Clerk. The initiative seeks to remove the area designated as the Initiative Area from the "Hwy 99-W Specific Plan" and convert it to "Commercial." The purpose is to permit the Initiative Area to be developed into a project that includes an approximately 16,000 square foot grocery store, a 950 square foot drive-thru coffee shop, and associated pylon signage. This would include amendment of the General Plan Land Use Map to reflect the change and also establish an overlay zone for the Initiative Area that includes performance standards that apply to the area. Finally, the initiative included a declaration of public convenience and necessity for the grocery store to serve beer, wine, and distilled spirits; and

WHEREAS the proponents filed their proof of publication as required, and circulated petitions. The proponents filed the signed petitions with the City of Corning City Clerk's office, who provided a prima facie review of the petitions; and

WHEREAS the petition was then sent to the Tehama County Registrar of Voters for the actual review of the signatures. The petition was certified as sufficient under the provision of Election Code section 9414, signed by not less than 15% of the voters of the City; and

THE CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. An initiative measure was filed with the Corning City Clerk on April 21, 2022. On July 12, 2022, the City Clerk of the City of Corning presented a certificate of sufficiency to the City Council and the City Council by unanimous vote adopted the Initiative Measure as set forth in Urgency Ordinance 700.

SECTION 2. The City Council now hereby adopts the initiative measure as set forth in Exhibit A of this Ordinance.

SECTION 3. Publication. The City Clerk shall cause this Ordinance to be published in a newspaper of general circulation within the City as required pursuant to Government Code Section 36933, and the Clerk shall attest and certify to the adoption of this Ordinance and cause the Ordinance, together with the City Clerk certification and proof of publication, be entered into the Book of Ordinances of the council of this City.

SECTION 4. Effective Date. This Ordinance will go into effect 30 days after passage and may be amended or repealed only by a majority vote of the voters.

I HEREBY CERTIFY that the foregoing Ordinance was introduced and read by the City Council of the City of Corning at a regular meeting on the 9th day of August, 2022, and was duly read and adopted at a regular meeting on the 23rd day of August, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT SNOW, Mayor

ATTEST:

LISA M. LINNET, City Clerk

SUMMARY ORDINANCE NO. 701

SUMMARY OF ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA, ADOPTING THE INITIATIVE MEASURE RELATING TO AMENDMENT OF THE HWY 99W SPECIFIC PLAN TO REMOVE THE INITIATIVE AREA TO ALLOW DEVELOPMENT OF A GROCERY STORE AND DRIVE-THRU COFFEE SHOP

Pursuant to Government Code Section 36933(c), the following constitutes a summary of Ordinance No. 701 to be introduced by the Corning City Council on August 9, 2022 at a regular meeting and scheduled for consideration of adoption on August 23, 2022 at its meeting held in the City Council Chambers at 794 Third Street, Corning, California.

This Ordinance adopts, pursuant to Elections Code section 9215, an initiative which seeks to remove the area designated as the Initiative Area from the "Hwy 99-W Specific Plan" and convert it to "Commercial." The purpose is to permit the Initiative Area to be developed into a project that includes an approximately 16,000 square foot grocery store, a 950 square foot drive-thru coffee shop, and associated pylon signage.

A certified copy of the full text of the Ordinance is posted and available for review in the City Clerk's Office at 794 Third Street, Corning, California. This Ordinance shall be in full force and effective thirty (30) days after its adoption and shall be published and posted as required by law. This Ordinance was introduced by the City Council of the City of Corning on August 9, 2022 and is scheduled for consideration of adoption on August 23, 2022.

Lisa M. Linnet, Corning City Clerk
Published: Friday, July 29, 2022

Posted at Corning City Hall and Published on or before August 17, 2022.

ITEM NO.: I-11
ADOPT RESOLUTION NO. 08-23-2022-01
A RESOLUTION DECLARING INTENT TO
LEVY AND COLLECT ANNUAL
ASSESSMENT FOR THE CITY OF
CORNING LIGHTING AND LANDSCAPE
DISTRICT 1, ZONE 1

August 23, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Annually the City of Corning must conduct a public hearing declaring its intention to levy assessments for the individual zones within City of Corning Lighting and Landscaping District 1. In compliance with State law, the City publishes a legal notice, and letters are sent to affected property owners informing them of the date and time for the public hearing associated with the assessments. The public hearing is held prior to levying the annual assessments and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 1 includes the "Blackburn Estates" Subdivision, located north of Blackburn Avenue and east of Marguerite Avenue on N. Alex Lane.

The City Engineer has filed the attached Annual Engineer's report for the district assessments. No change is proposed in the current fiscal year assessment of \$63.08 per residential parcel.

The attached Resolution, if adopted, would set the Fiscal Year 2022/2023 assessment rate at \$63.08 per parcel.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owners on August 11th and published on August 13, 2022. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT THAT NO INCREASES ARE RECOMMENDED AND ADOPT RESOLUTION NO 08-23-2022-01 SETTING THE FISCAL YEAR 2022/2023 ASSESSMENT AT \$63.08 PER PARCEL FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 1

RESOLUTION NO.: 08-23-2022-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 1 FOR FISCAL YEAR
2022/2023**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following a Public Hearing on November 22, 2005 in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 07-11-2007-01, adopted on July 11, 2007, designated the "Blackburn Estates" Subdivision located on N. Alex Lane north of Blackburn Avenue and east of Marguerite Avenue as "Zone 1" of the City of Corning Landscape and Lighting District No. 1; and

WHEREAS, the City Council at the time of the November 22, 2005 Public Hearing set the annual assessment for each parcel at \$63.09 for fiscal year 2005-2006 in the "Blackburn Estates"; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2022/2023, dated August 23, 2022 on file with the City Clerk shows that there is no need to increase the Annual Assessment for fiscal year 2022/2023 in Zone 1, the "Blackburn Estates"; and

WHEREAS, each parcel's assessment must be equally divisible by two, the annual assessment for each parcel is set at an amount of \$63.08 for each parcel for fiscal year 2022/2023; and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on August 23, 2022, at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 1, and makes no change in the prior year assessment, finding that **the assessment of \$63.08 per parcel for the following assessor parcels shall be levied** in accordance with the law.

Tax Rate Area	APN #	Tax Amount
001-014	075-310-028-000	\$63.08
001-014	075-310-029-000	\$63.08
001-014	075-310-030-000	\$63.08
001-014	075-310-031-000	\$63.08
001-014	075-310-032-000	\$63.08
001-014	075-310-033-000	\$63.08

Tax Rate Area	APN #	Tax Amount
001-014	075-310-034-000	\$63.08
001-014	075-310-035-000	\$63.08
001-014	075-310-036-000	\$63.08
001-014	075-310-037-000	\$63.08
001-014	075-310-038-000	\$63.08
001-014	075-310-039-000	\$63.08
001-014	075-310-040-000	\$63.08
001-014	075-310-041-000	\$63.08

PASSED, ADOPTED AND APPROVED this 23rd day of **August 2022** 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 No. 08-23-2022-01) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 23rd day of August 2022 by the votes listed above.

Lisa M. Linnet, City Clerk

RECEIVED

AUG 18 2022

CORNING CITY CLERK

**NOTICE OF PUBLIC HEARING FOR ANNUAL ASSESSMENT
FOR
CITY OF CORNING
LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 1**

Lighting and Landscape District 1, Zone 1 consists of the Blackburn Estates Subdivision located on N. Alex Lane north of Blackburn Avenue and east of Marguerite Avenue.

The property owners in the Blackburn Estates subdivision are hereby notified that the City Council of the City of Corning will conduct a public hearing on Tuesday, August 23, 2022 at 6:30 p.m. in the City Council Chambers of the City of Corning 794 Third Street, Corning, CA 96021. The Council Agenda with the staff report and supporting documentation will be posted at www.corning.org Friday afternoon prior to the meeting.

The purpose of the hearing is to consider an annual assessment per residential parcel of sixty-three dollars and eight cents (\$63.08) to support the street lighting and landscape maintenance of Lighting and Landscape District 1, Zone 1. This assessment remains unchanged from the prior year and will be implemented for the fiscal year 2022/2023.

Property owners are invited to review the Engineer's Report and supporting documents at City Hall, 794 Third Street, Corning, CA 96021.

This is a protest hearing in which a majority of the property owners within the zone may file written protest against the assessment. Such written protests can be as simple as returning this notice to the City Clerk at the address stated above with the property owner's signatures, the property's Assessor Parcel Number and the words I oppose the assessment. Written protests ***MUST*** be received by the City Clerk no later than 5pm on the day of the Public Hearing listed above.

PLURITSH: August 13, 2022

Lisa M. Linnet, City Clerk
City of Corning

August 16, 2022

I oppose the assessment

075-310-039-000

189 N. Alex Ln
Baltasar Ventura

ITEM NO.: I-12
ADOPT RESOLUTION NO. 08-23-2022-02
DECLARING INTENT TO LEVY AND
COLLECT ANNUAL ASSESSMENT FOR
THE CITY OF CORNING LIGHTING AND
LANDSCAPE DISTRICT 1, ZONE 2

August 23, 2022

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

SUMMARY:

Annually the City of Corning must declare its intention to levy assessments for the individual zones within City of Corning Lighting and Landscaping District 1. In compliance with State law, the City publishes a legal notice, and letters are sent to affected property owners informing them of the date and time for the public hearing associated with the assessments. The public hearing is held prior to levying the annual assessments and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 2, Stonefox Subdivision is located along the south side of Solano St. and the north side of Carona Avenue directly south of the Solano St./El Paso Avenue intersection; and consists of eighty (80) residential lots of Tract Map 05-1003.

The City Engineer has filed the attached Annual Engineer's report for the District Assessments. No change is proposed in the current fiscal year assessment of \$91.00 per residential parcel. The attached Resolution, if adopted, would set the Fiscal Year 2022/2023 assessments at the rate of \$91.00 per parcel.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owners on August 11th and published on August 13, 2022. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT AND ADOPT RESOLUTION NO. 08-23-2022-02 SETTING THE FISCAL YEAR 2022/2023 ASSESSMENT AT \$91 PER PARCEL FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 2.

RESOLUTION NO.: 08-23-2022-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 2 FOR FISCAL YEAR
2022/2023**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following a Public Hearing on November 22, 2005 in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 05-08-2007-02, adopted on May 8, 2007, initiated annexation of Stonefox Ranch Subdivision Tract Map 05-1003 into Landscaping and Lighting District No. 1, as Zone 2, and

WHEREAS, the City Council, through Resolution No. 10-27-2015-01 ordered on October 27, 2015 the annexation of the 26 lots of Phase 1 and the remaining land parcels of Phases 2 & 3 of Tract Map 05-1003 into Landscaping and Lighting District No. 1, as Zone 2, and

WHEREAS, the City Council at the time of the October 27, 2015 Public Hearing set the annual assessment totaling \$7,280.00 (\$91.00 a parcel) for fiscal year 2016-2017 within Landscape and Lighting District 1, Zone 2; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2022/2023, dated August 23, 2022 on file with the City Clerk shows that there is no need to increase the Annual Assessment of \$91 per lot for fiscal year 2022/2023 in Zone 2, and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on August 23, 2022 at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 2, and find that **the assessment of \$91.00 per parcel for the following assessor parcels shall be levied** in accordance with the law.

Tax Rate Area	APN #	Tax Amount
001-000	073-280-001-000	\$91.00
001-000	073-280-002-000	\$91.00
001-000	073-280-003-000	\$91.00
001-000	073-280-004-000	\$91.00
001-000	073-280-005-000	\$91.00
001-000	073-280-006-000	\$91.00
001-000	073-280-007-000	\$91.00
001-000	073-280-008-000	\$91.00
001-000	073-280-009-000	\$91.00
001-000	073-280-010-000	\$91.00

Tax Rate Area	APN #	Tax Amount
001-000	073-280-011-000	\$91.00
001-000	073-280-012-000	\$91.00
001-000	073-280-013-000	\$91.00
001-000	073-280-014-000	\$91.00
001-000	073-280-015-000	\$91.00
001-000	073-280-016-000	\$91.00
001-000	073-280-017-000	\$91.00
001-000	073-280-018-000	\$91.00
001-000	073-280-019-000	\$91.00
001-000	073-280-020-000	\$91.00
001-000	073-280-021-000	\$91.00
001-000	073-280-022-000	\$91.00
001-000	073-280-023-000	\$91.00
001-000	073-280-024-000	\$91.00
001-000	073-280-025-000	\$91.00
001-000	073-280-026-000	\$91.00
001-000	073-290-006-000	\$91.00
001-000	073-290-007-000	\$91.00
001-000	073-290-008-000	\$91.00
001-000	073-290-009-000	\$91.00
001-000	073-290-010-000	\$91.00
001-000	073-290-011-000	\$91.00
001-000	073-290-012-000	\$91.00
001-000	073-290-013-000	\$91.00
001-000	073-290-014-000	\$91.00
001-000	073-290-015-000	\$91.00
001-000	073-290-016-000	\$91.00
001-000	073-290-017-000	\$91.00
001-000	073-290-018-000	\$91.00
001-000	073-290-019-000	\$91.00
001-000	073-290-020-000	\$91.00
001-000	073-300-001-000	\$91.00
001-000	073-300-002-000	\$91.00
001-000	073-300-003-000	\$91.00
001-000	073-300-004-000	\$91.00
001-000	073-300-005-000	\$91.00
001-000	073-300-006-000	\$91.00
001-000	073-300-007-000	\$91.00
001-000	073-300-008-000	\$91.00
001-000	073-300-009-000	\$91.00
001-000	073-300-010-000	\$91.00
001-000	073-300-011-000	\$91.00
001-000	073-300-012-000	\$91.00
001-000	073-300-013-000	\$91.00
001-000	073-300-014-000	\$91.00
001-000	073-300-015-000	\$91.00
001-000	073-300-016-000	\$91.00
001-000	073-300-017-000	\$91.00
001-000	073-300-018-000	\$91.00
001-000	073-300-019-000	\$91.00
001-000	073-300-020-000	\$91.00

Tax Rate Area	APN #	Tax Amount
001-000	073-300-021-000	\$91.00
001-000	073-300-022-000	\$91.00
001-000	073-300-023-000	\$91.00
001-000	073-300-024-000	\$91.00
001-000	073-300-025-000	\$91.00
001-000	073-300-026-000	\$91.00
001-000	073-300-027-000	\$91.00
001-000	073-300-028-000	\$91.00
001-000	073-300-029-000	\$91.00
001-000	073-300-030-000	\$91.00
001-000	073-300-031-000	\$91.00
001-000	073-300-032-000	\$91.00
001-000	073-300-033-000	\$91.00
001-000	073-300-034-000	\$91.00
001-000	073-300-035-000	\$91.00
001-000	073-300-036-000	\$91.00
001-000	073-300-037-000	\$91.00
001-000	073-300-038-000	\$91.00
001-000	073-300-039-000	\$91.00

PASSED, ADOPTED AND APPROVED this 23rd day of **August 2022** 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 No. 08-23-2022-02) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 23rd day of August, 20212 by the votes listed above.

Lisa M. Linnet, City Clerk

ITEM NO.: I-13
ADOPT RESOLUTION NO. 08-23-2022-03,
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING DECLARING
ITS INTENT TO LEVY AND COLLECT
ANNUAL ASSESSMENT FOR THE CITY
OF CORNING LIGHTING AND
LANDSCAPE DISTRICT 1, ZONE 3
August 23, 2023

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

SUMMARY:

Annually the City of Corning must declare its intention to levy assessments for the individual zones within Lighting and Landscaping District 1 and then, following legal notice, conduct a public hearing prior to levying the annual assessments and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 3 includes 30 parcels within the SHHIP (Self Help Housing Improvement Project) Blossom Avenue Development. The properties are located on either side of Blossom Avenue and west of Toomes Avenue.

The City Engineer has filed the attached Annual Engineer's report for the District assessments. No change is proposed in the previous fiscal year assessment of \$142.10 per residential parcel. The attached Resolution, if adopted, would set the Fiscal Year 2022/2023 assessments at the same rate as the previous year.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owners on August 11th and published on August 13, 2022. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT AND ADOPT RESOLUTION NO 08-23-2022-03 SETTING THE FISCAL YEAR 2022/2023 ASSESSMENT AT \$142.10 PER PARCEL FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 3.

RESOLUTION NO.: 08-23-2022-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 3 FOR FISCAL YEAR
2022/2023**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following Public Hearing on November 22, 2005 in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 07-10-2007-01, adopted on July 10, 2007, designated Phases 2 & 3 of the Blossom Avenue Infill project located along Blossom Avenue and west of Toomes Avenue as "Zone 3" of the City of Corning Landscape and Lighting District No. 1; and

WHEREAS, the City Council at the time of the July 10, 2007 Public Hearing set the annual assessment for each parcel at \$142.10 for fiscal year 2007-2008 within Landscape and Lighting District 1, Zone 3; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2022/2023, dated August 23, 2022 on file with the City Clerk shows that there is no need to increase the Annual Assessment for fiscal year 2022/2023 in Zone 3, and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on August 23, 2023 at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 3, and makes no change in the prior year assessment, finding that **the assessment of \$142.10 per parcel for the following assessor parcels shall be levied** in accordance with the law.

Tax Rate Area	APN #	Tax Amount
001-000	71-202-025-000	\$142.10
001-000	71-202-026-000	\$142.10
001-000	71-202-027-000	\$142.10
001-000	71-202-028-000	\$142.10
001-000	71-202-029-000	\$142.10
001-000	71-202-030-000	\$142.10
001-000	71-202-031-000	\$142.10
001-000	71-202-032-000	\$142.10
001-000	71-202-033-000	\$142.10
001-000	71-202-034-000	\$142.10
001-000	71-202-035-000	\$142.10

Tax Rate Area	APN #	Tax Amount
001-000	71-203-004-000	\$142.10
001-000	71-203-005-000	\$142.10
001-000	71-203-006-000	\$142.10
001-000	71-203-007-000	\$142.10
001-000	71-203-008-000	\$142.10
001-000	71-203-009-000	\$142.10
001-000	71-203-010-000	\$142.10
001-000	71-203-011-000	\$142.10
001-000	71-203-012-000	\$142.10
001-000	71-203-013-000	\$142.10
001-000	71-203-014-000	\$142.10
001-000	71-205-016-000	\$142.10
001-000	71-205-017-000	\$142.10
001-000	71-205-018-000	\$142.10
001-000	71-205-019-000	\$142.10
001-000	71-205-020-000	\$142.10
001-000	71-205-021-000	\$142.10
001-000	71-205-022-000	\$142.10
001-000	71-205-023-000	\$142.10

PASSED, ADOPTED AND APPROVED this 23rd day of August, 2023 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 No. 08-23-2022-03) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 23rd day of August 2022 by the votes listed above.

Lisa M. Linnet, City Clerk

ITEM NO.: I-14
ADOPT RESOLUTION NO. 08-23-2022-04,
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING DECLARING
ITS INTENT TO LEVY AND COLLECT
ANNUAL ASSESSMENT FOR THE CITY
OF CORNING LIGHTING AND
LANDSCAPE DISTRICT 1, ZONE 4
August 23, 2022

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

SUMMARY:

Annually the City of Corning must conduct a public hearing prior to levying the annual assessments for the individual Zone within Lighting and Landscaping District 1 and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 4 affects one parcel; the property developed and known as the "Salado Orchard Apartment Project", located south of Blackburn Avenue and west of Toomes Avenue.

The City Engineer has filed the attached Annual Engineer's report for the district assessments. No change is proposed in the current fiscal year assessment of \$4,772.90 for the one parcel. The attached Resolution, if adopted, would set the Fiscal Year 2022/2023 assessment at the same rate as the previous year.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owner on August 11th and published on August 13, 2022. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT AND ADOPT RESOLUTION NO 08-23-2022-04 SETTING THE FISCAL YEAR 2022/2023 ASSESSMENT AT \$4,772.90 (PER PARCEL) FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 4.

RESOLUTION NO.: 08-23-2022-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 4
FOR FISCAL YEAR 2022/2023**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following Public Hearing on November 22, 2005, in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 06-24-2008-01, adopted on June 24, 2008, designated the "Salado Orchard Apartments Project" located on Toomes Avenue and south of Blackburn Avenue as "Zone 4" of the City of Corning Landscape and Lighting District No. 1; and

WHEREAS, the City Council at the time of the June 24, 2008 Public Hearing set the annual assessment for the one affected parcel at \$4,772.90 for fiscal year 2008-2009; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2022/2023, dated August 23, 2022 on file with the City Clerk shows that there is no need to increase the Annual Assessment for fiscal year 2022/2023 in Zone 4, and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on August 23, 2022, at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 4, and makes no change in the prior year assessment, finding that **the assessment of \$4,772.90 for the following assessor parcel shall be levied** in accordance with the law.

<u>Tax Rate Area</u>	<u>APN #</u>	<u>Tax Amount</u>
001-000	071-020-075-000	\$4,772.90

PASSED, ADOPTED AND APPROVED this 23rd day of August 2022 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 No. 08-23-2022-04) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 23rd day of August 2022 by the votes listed above.

Lisa M. Linnet, City Clerk

**ITEM NO.: J-15
INTRODUCTION OF STREET
VENDING ORDINANCE NO. 699
August 23, 2022**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
CHRISSE MEEDS, PLANNER 2

SUMMARY:

Staff would like to present to you Ordinance No. 699 amending Chapter 5.50 of the Corning Municipal Code to regulate street vending within the City limits of Corning and to follow recently enacted State Legislature, specifically Government Code Section 51036 et. Seq.

At the request of the Planning Commission and concerned citizens, Ordinance 699 will enact a strict policy that mobile food vendors will need to follow. This Ordinance will require Mobile Vendors to:

- Be located at minimum 200 feet away from an established food facility,
- Yearly inspections to ensure all Health Permits are current and all conditions are being met,
- Establish a new yearly fee to be paid to the city, and
- Require the mobile vendors to possess a valid California Department of Tax and Fee Seller's Permit, and more.

Should the Corning City Council choose to approve Ordinance 699 and amend Chapter 5.50 of the City of Corning Municipal Code, the current Mobile Vendors will be provided 90 days to comply to the new regulations before any violations and/or penalties will be imposed after adoption.

At the August 9th City Council meeting it was discussed and approved by a 5-0 of the City Council that the mobile vending permit fee should be lowered to \$250 a year. Everything else in the presented Ordinance was to remain the same.

BACKGROUND:

Currently to open a mobile/street vending business in the City of Corning the requirements are as follows: You must apply for a City Business License (\$29 yearly), provide proof of a Food Handlers Permit from Tehama County Environmental Health, produce a letter from the owner of the land giving you approval to have a vending business at that location, and show a bathroom facility within one hundred feet.

As a comparison, the requirements for opening a brick-and-mortar restaurant in the City of Corning are as follows: You must apply for a City Business License (\$29 yearly), provide proof of a Health Permit from Tehama County Environmental Health, obtain a permit for, and install a complete Ansel system and grease traps, provide full ADA compliant bathrooms, and provide frontage improvement, i.e., curb, gutter, and sidewalk, as well as rent/own building housing business.

At the February 15, 2022 Planning Commission Meeting, Staff was directed to research Street Vending Ordinances in other cities after receiving requests from community members. At the March 15, 2022 Planning Commission Meeting, Staff gave an update on the research completed. The Planning Commission directed Staff on the new rules they felt would best fit within a new Ordinance. The resulting Ordinance was presented to the Planning Commission for review at the July 19th meeting at which time the Commission, by a 4-0 vote approved the resulting Ordinance for recommendation to City Council with one change

At the July 19th Planning Commission Meeting, Ordinance 699 was introduced. The Commission recommended, by a 4-0 vote, that City Council approve the proposed Ordinance with one change; that change being "Grandfathering" in the current licensed Mobile Vendors from the 200' distance from a permanent Food Facility rule.

RECOMMENDATION:

APPROVE ORDINANCE NO. 699 TO AMEND CHAPTER 5.50 OF THE CORNING MUNICIPAL CODE PERTAINING TO STREET VENDING, AND DIRECT CITY CLERK TO READ ORDINANCE 699 BY TITLE.

ORDINANCE NO. 699

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING AMENDING
CHAPTER 5.50 OF THE CORNING MUNICIPAL CODE PERTAINING TO STREET
VENDING**

WHEREAS, Chapter 5.50 of the Corning Municipal Code regulates street vending within the City limits; and

WHEREAS, the State Legislature recently enacted Government Code section 51036 et seq. changing the regulations that a local agency may impose on sidewalk vendors, but still allowing the Agency some discretion when the activity in question raises a health, safety or welfare concern; and

WHEREAS, after receiving requests from members of the community, the City of Corning has decided to amend Chapter 5.50 to impose some regulations on street or sidewalk vendors, while also updating to ensure compliance with State Law.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORNING DOES ORDAIN
AS FOLLOWS:**

Section 1. Title 5 (Business Taxes, Licenses and Regulations), Chapter 5.50 (Street Vending), is hereby repealed and replaced to read as follows:

5.50.010 Purpose

5.50.020 Definitions

5.50.030 Required Permits and Licenses

5.50.040 Location requirements.

5.50.050 - Operation requirements.

5.50.060- Revocation of Permit

5.50.070- Penalties

Chapter 5.50 - STREET VENDING

5.50.010 Purpose

The City expressly finds that the vending of produce, prepared or prepackaged foods, goods, and/or wares, under certain circumstances, on public streets, sidewalks, or alleys and on private property may pose, unsafe conditions and special dangers to the public health, safety, and welfare of the residents of the City of Corning. It is the purpose of the City, in enacting this chapter, to comply with the requirements of Government Code section 51036 et seq. and to provide those persons who engage in those types of vending operations with clear and concise regulations to prevent safety, traffic and health hazards, as well as to preserve the peace, safety and welfare of the community.

5.50.020 Definitions

"City Manager" is the Corning City Manager.

"Food Vendor Vehicle" is a motorized vehicle or a trailer that can be pulled by motorized vehicle that is used by a mobile food vendor

"Mobile Food Vendor" is any person that operates a vending business that sells food and beverage ready for immediate consumption directly to any consumer from a food vending vehicle, trailer, or pushcart. This definition does not include ice cream trucks, or other moving vendors. The vendor could be the business owner, employee, or property owner.

"Sidewalk Mobile Food Vendor" is any person that operates a vending business that sells food from a pushcart, stand, display, pedal -driven cart, or other non -motorized conveyance.

"Permanent Food Facility" means a food facility operating in a permanently constructed structure, including any room, building, place, or portion thereof, maintained, used, or operated for the purpose of storing, preparing, serving, manufacturing, packaging, or otherwise handling food at the retail level.

"Public Right-of-Way" means and includes all areas legally open to public use as public streets, roadways, highways, parkways, alleys, and any other public right- of-way.

"Pushcart" is a non-motorized stand, display or cart with wheels used by a sidewalk mobile food vendor.

5.50.030 Required Permits and Licenses

- A.** It shall be unlawful for any person to maintain, manage or operate as a mobile food vendor within the City unless such activity is maintained, managed, or operated in strict compliance with all applicable laws, rules, and regulations and with a Health Permit issued by the Tehama County Department of Health, if applicable. A separate Health Permit shall be obtained for each separate vehicle, even when conducted under the same ownership.
- B.** It shall be unlawful for any person to maintain, manage or operate as a mobile food vending within the City unless such activity is maintained, managed, or operated in strict compliance with a valid Business License issued pursuant to Chapter 5 of this Code. No Business Licenses shall be issued for any activity described in this article unless such person has first obtained a valid Health Permit from the Tehama County Health Department, if required.
- C.** No person shall maintain, manage, or operate as a mobile food vendor within the City unless that person first obtains a vendor permit from the City and unless that person first complies with all other provisions of this Chapter. Any person desiring to maintain, manage or operate as a mobile food vendor within the City shall first submit an application for a vendor permit on a form provided by the City, along with all other information required by the City and payment of all applicable fees and charges. No Vendor Permit shall be issued pursuant to this section unless such applicant has first obtained a valid City of Corning Business License and a valid Health Permit from the Tehama County Health Department, if required.
 - 1.** A separate vendor permit shall be obtained by each vendor and for each separate mobile food vending vehicle or pushcart, even when conducted under the same ownership.
 - 2.** The vendor permit application shall be approved, conditionally approved, or denied by the City Manager, or his/her designee in conformity with Government Code section 51038(c).
 - 3.** Any vendor permit issued pursuant to this section, for any activity regulated by this section, shall be personal and shall not be assigned, transferred, sold, or otherwise conveyed or hypothecated by the person to whom such permit has been issued to

any other person and any such assignment, transfer or conveyance shall immediately render such permit void.

4. The term of each vendor permit, unless sooner terminated, suspended, or revoked, shall be for a period of one year. Upon the expiration of such term, and consistent with the other provisions of this Chapter, the holder of such vendor permit may renew the vendor permit for additional one-year terms by submitting a new application, together with any fees that may be required, and by complying with all other relevant terms. All vendor permits issued pursuant to this section shall expire and have no further force and effect upon the date specified in the permit.
 5. Any vendor permit issued pursuant to this section must be prominently displayed on the mobile food vendor vehicle or pushcart.
 6. The vendor permit application shall include a site plan, identifying the property, type, and location of the vending activity.
 7. The written approval of the property owner where such vending will be conducted must be provided with the application if vending is not to occur in the public right-of-way or public park.
 8. The vending permit application shall also include the location of available restrooms to be used by the mobile food vendor. The applicant shall provide rest room facilities as provided for in state law and available within one hundred (100) feet of the mobile food vendor site. If the mobile food vendor is proposing to use non-public restrooms, such as an adjacent business, the mobile food vendor must provide written approval from the business to use the restrooms. A portable restroom cannot be used to meet the requirements of this section.
 9. The application for the vending permit shall include an indemnification requirement whereby the applicant agrees to defend, indemnify, and hold harmless the City for any third-party liability arising from the vending operation by the mobile food vendor. Failure of the application to include this language does not alleviate the mobile food vendor from the obligation, which will still be required to the fullest extent permitted by law.
 10. The Vending Permit fee shall be set forth in the City fee schedule as amended by the City Council.
 11. Vendor shall possess a valid California Department of Tax and Fee Administration seller's permit.
- D. No person shall maintain, manage, or operate any mobile food vendor vehicle within the City unless that person first meets all necessary requirements for the operation of the food vendor vehicle set forth by the California Department of Motor Vehicles. Proof of the necessary license may be required by the City before issuance of the Vending Permit.

5.50.040 Location requirements.

- A. **Public Right-of-Way.** Stationary site street vending is only permitted in the public right-of-way to the extent permitted under this Chapter.

- B. Mobile or stationary site street vending is not permitted to set up or sell on any City property or City Parking Lot, unless expressly authorized by the City Manager or his/her designee. This subsection does not apply to City parks.
- C. Residential Zoning Districts. Stationary site street vending shall not be permitted in a residential zone. Street Vendors in a residential zone must move continuously, unless making a sale, which must not last longer than 10 minutes.
- D. Traffic Safety Visibility. No street vending shall be located where it will obstruct the safe line-of-sight distance at any intersections as determined by the City Manager or his or her designee.
- E. Proximity to Other Items. No vending shall occur within ten feet of a fire hydrant, fire escape, building entrance, bus stop, loading zone, handicapped parking space, access ramp, or any type of driveway entrance. A greater distance or separation may be required in order to preserve line-of-sight, or for other safety reasons. The vending activity shall not damage any landscaped areas.
- F. Permanent Food Facility Proximity. No vending shall occur within two hundred (200) feet of an active, permanent food facility. This distance is measured from the location where food is ordered from the vendor to the front door of the food facility. This prohibition also does not apply to Mobile Food Vendors operating at the time of adoption of this Ordinance. However, once that Mobile Food Vendor sells, gifts, or otherwise transfers their interest in the mobile food vendor business, then the new owner shall be required to comply with this provision.

5.50.050 - Operation requirements.

- A. **Appearance and Storage.** The vendor shall maintain the area within which vending activities occur in a clean, safe, sanitary, and dust-controlled condition. Mobile food vendors operating on a sidewalk or other public right of way must remove all evidence of vending and leave the site in a clean state at the close of each business day. The mobile food vendor shall provide waste removal and shall be responsible for collecting trash/debris and recycling after each stop. "Trash" includes material dispensed by the mobile food vendor as well as items that may be left by customers.
- B. **Obstructions and Hazards.** No vendor shall obstruct vehicular traffic, bicycle traffic, sidewalk pedestrian traffic, or accessibility to vehicles parked adjacent to the curb, and shall not create public health or safety hazards. Vendors must comply with the Americans with Disabilities Act (ADA) and shall not block and ADA path of travel.
- C. **Signs.** No more than one sign is allowed on the parcel in conjunction with the vendor. The sign shall not exceed ten square feet and shall be affixed to the vehicles or devise from which the goods or merchandise are being sold.
- D. **Blight.** The mobile street vendor shall not create blight through its operations. It will be considered blight if (i) it is not being adequately maintained; (ii) has uncorrected Building or Health Code Violations; (iii) has become a place where criminal activity takes place as documented by the Corning Police Department; or (iv) it is determined by the City Building Official that its conditions threaten life or puts the health and/or safety of the citizens at risk.

- E. Cart Removal.** All street vending items, including the cart, trash receptacle, canopy, or condiment table may not be left on the sidewalk or other public right of way after the Vendor's approved closing time.
- F. Time of Operation.** No street vending may occur after 10:00 p.m. or before 7:00 a.m., unless express authorization is provided by the City Manager.
- G. Setback. Other Applicable Regulations.** Each Vendor must comply with other local, State, and Federal regulations pertaining to establishment and operation of a vending business. This includes any setback requirements set forth in this Corning Municipal Code.
- H.** Additional location and operational requirements may be imposed by the City for street vending operations if deemed warranted by City staff.

5.50.060- Revocation of Permit

The City may revoke the vending permit if any of the following occurs:

1. The Mobile Food Vendor fails to pay sales tax.
2. The Mobile Food Vendor performs any act or omission constituting a nuisance as set forth in Chapter 8.08 of the code.
3. The Mobile Food Vendor violates any other provision of this Chapter.

5.50.070- Penalties

A. General Violations- A violation of this Ordinance is punishable by the following:

- 1) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.
- 2) An administrative fine not exceeding two hundred dollars (\$200) for each additional violation within one year of the first violation.
- 3) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

B. Failure to Obtain Permit- If a Vendor fails to obtain a Vending Permit from the City, vending without a Permit may be punishable by the following in lieu of the administrative fines set forth in Section 1 above:

- 1) An administrative fine not exceeding two hundred dollars (\$200) for a first violation.
- 2) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.

C. For all violations pursuant to A and B of this section, each day that a violation occurs constitutes a separate and distinct violation.

D. All vendors will have three (3) months following adoption of this Ordinance to come into compliance with the requirements before any violations and/or penalties will be imposed.

5.50.080- Properties Permitting Vending

A. If a Property Owner rents, leases, or otherwise allows a Mobile Vendor to operate on their property for a two-year period, then that property owner shall be required meet the following requirements:

- 1) To pay for and install curb, gutter, and sidewalk on the property, if not already existing.
- 2) To pay the impact fees that would otherwise be due to the City if the Vendor was a Permanent Food Facility.

B. The two-year time period in this Section is met if a Mobile Vendor operates at least two days a week during the two-year time frame.

Section 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any person or circumstance. The City Council of the City of Corning hereby declares that it would have adopted each section, subsection subdivision paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections subdivisions paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

Section 3. CEQA. The City of Corning finds that this Ordinance is not a "project" according to the definition set forth in the California Environmental Quality Act ("CEQA"), and, pursuant to CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment), the adoption of this Ordinance is therefore not subject to the provisions requiring environmental review.

I HEREBY CERTIFY that the foregoing Ordinance was introduced and read by the City Council of the City of Corning at a regular meeting on the 23rd day of August, 2022, and was duly read and adopted at a regular meeting on the 13th day of September, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT SNOW, Mayor

ATTEST:

LISA M. LINNET, City Clerk

RESOLUTION NO. 07-19-2022-01

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORNING,
CALIFORNIA, RECOMMENDING APPROVAL OF AN ORDINANCE AMENDING CHAPTER
6.60 PERTAINING TO STREET VENDORS**

WHEREAS, The City has determined that there is a need to amend Chapter 5.50 of the Corning Municipal Code to further the regulations on sidewalk vendors, which includes food trucks, trailers or pushcarts; and

WHEREAS, Government Code section 51036 et seq. restricts the City's ability to regulate certain aspects of the sidewalk vending industry, so the City seeks to ensure compliance with that statutory scheme; and

WHEREAS, pursuant to the provisions of Section 15311 of the California Environmental Quality Act, the project qualifies as Categorical Exempt.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CORNING DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Incorporation of Recitals The recitals in this Resolution are true and correct and incorporated herein.

SECTION 2. Recommended Approval of Ordinance Based on the entire record before the Planning Commission, all written and oral evidence presented to the Planning Commission, and the findings made in the staff reports and this Resolution, the Planning Commission of the City of Corning hereby recommends that the City Council adopt the attached Ordinance entitled: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORNING AMENDING SECTION 5.50 OF THE CORNING MUNICIPAL CODE PERTAINING TO STREET VENDING**

SECTION 3. The Planning Commission further recommends that the City Council set a fee for each vendor permit in an amount of \$500.00.

APPROVED AND ADOPTED by the members of the Planning Commission of Corning this 19th day of July, 2022.



Diana Robertson, Chairman
Corning Planning Commission


ATTEST:



Lisa M. Linnet, City Clerk

**ITEM NO.: J-16
AUTHORIZE RECRUITMENT OF SECOND
FULL TIME POLICE DEPARTMENT
COMMUNITY SERVICE OFFICER (CSO)**

August 23, 2022

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

BACKGROUND:

The Corning Police Department Community Service Officer Program has been in existence since September 1996. The Program has current approved staffing levels for one full-time Community Service Officer (CSO). Since its inception in 1996, the Community Service Officer Program has been responsible for animal control, parking enforcement, private property abatement, evidence processing and custody, prisoner transports, and vehicle abatement.

SUMMARY:

As a result of the departure of the former Administrative Services Manager, those duties have been dispersed creating an increased workload on the Department. Instead of recruiting for an Administrative Services Manager, the Department is now requesting authorization to pursue recruitment and appointment of one additional full-time Community Service Officer. This second CSO position will allow the Department to be more effective by providing seven (7) day CSO coverage and reduce some of the additional workload currently being experienced due to the reduction in staffing.

Staff asks that the City Council reevaluate the current staffing levels to maintain our "Committed to Superior Service" motto.

FINANCIAL:

Funding for the proposed additional full time CSO position is suggested to be taken from the FY 2022/2023 remaining Administrative Services Manager Position funds. The cost of salary and benefits for the Administrative Services Manager position is approximately \$105,000. The cost of one-time payouts for unused Administrative Leave, floating holiday, and vacation leave along with one payroll period of salary is \$14,077.00, resulting in \$90,923 available to support the cost of the Community Service Officer, additional Information Technology (IT) services costs through Computer Logistics, and the possible promotion of a detective. The costs associated with the proposed additional CSO position at a Step A are as follows:

Base Pay: \$43,000 annually (approximately)
Benefits: \$34,500 annually (includes insurance cost forecasted at highest rate)
Total Annual Cost: \$77,500 (Step A) to \$89,000 (Step E)

Miscellaneous Unit	STEP A	STEP B	STEP C	STEP D	STEP E
Community Serv. Officer	3542	3729	3925	4132	4349

Staff will suggest in a future meeting to consider utilizing any remaining funds from the former Police Department Administrative Services Manager position towards funding outsourced Information technology (IT) and, if feasible, the promotion of a detective. The costs of IT services will amount to \$7,920 for additional MDT users plus other project specific IT related costs (yet to be determined).

RECOMMENDATION:

AUTHORIZE THE RECRUITMENT OF ONE ADDITIONAL FULL-TIME COMMUNITY SERVICE OFFICER POSITION UTILIZING REMAINING BUDGETED FUNDS RESULTING FROM THE VACATED ADMINISTRATIVE SERVICES MANAGER POSITION AND REMOVE THE POLICE ADMINSTRATIVE SERVICES MANAGER FROM THE PERSONNEL ALLOCATION LIST (PAL).

ITEM NO.: J-1 ⁷

APPROVE PROPOSED RECREATION LEASE AGREEMENT BETWEEN THE CITY AND CORNING YOUTH FOOTBALL & CHEER FOR USE OF CLARK PARK FACILITIES

August 23, 2022

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: KRISTINA MILLER, CITY MANAGER 
CHRISTINA MEEDS, RECREATION COORDINATOR
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER 

SUMMARY:

Staff requests approval of the proposed Recreation Lease Agreement (attached) between the City (Landlord) and the Corning Youth Football & Cheer (Tenant) for use of the Clark Park fields, snack bar, and restroom facilities. Below are listed some of the Lease Agreement terms:

- Tenant shall provide Landlord with a \$400.00 deposit. Tenant accepts Premises "AS IS" subject to all applicable Municipal, State, and Federal laws, and policies regulating the use of the Premises. Landlord will mow the fields.
- Initial Term is (1) year beginning September 1, 2022 and expiring June 1, 2023 with (5) automatic 1- year Lease extensions; at the beginning of each year of Lease,
- Premises shall be used for youth recreational activities only, during dates/times when youth football and cheer are scheduled. **Tenant to provide Landlord with a copy of the football schedule at beginning of each season.**
- Comply with all Federal, State, and local laws, and agrees they will not engage in, or allow any unlawful use of Premises, unallow use shall constitute an immediate breach of this Lease.
- Tenant may only use any storage facility, including dug out or snack bar during time when Tenant's season is occurring as stated in schedule provided to the Landlord; at season end, **Tenant must remove all items from the storage facilities so that other parties may access and use.**
- Tenant is required to maintain all facilities remaining locked when the Premises are not in use, including the bathrooms and equipment storage facilities. Tenant is **NOT** responsible for maintaining facilities remaining unlocked and open to the public.
- Tenant is responsible for eradicating any rodent (including gofer and squirrels) issues connected to the Premises.
- At Tenants sole cost, maintain compliance with ADA and provide indemnification holding Landlord, its officials, officers, employees, agents, and volunteers harmless, and provide and maintain \$2,000,000 per occurrence insurance coverage for the Premises naming City as additional insured

BACKGROUND:

In 2016 Corning Little League Board and Volunteers assisted with the demolition of the existing concession/restroom building and construction of the new concession/restroom building. Corning Youth Football & Cheer have utilized the fields, restroom facilities, and snack bar at Clark Park on an annual basis at no cost for many years without an Agreement.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO:

- **APPROVE PROPOSED RECREATION LEASE AGREEMENT WITH CORNING YOUTH FOOTBALL AND CHEER FOR USE OF THE FIELDS, SNACK BAR, AND RESTROOM FACILITIES AT CLARK PARK DURING DATES/TIMES SCHEDULED AT THE BEGINNING OF EACH SEASON; AND AUTHORIZE THE CITY MANAGER TO SIGN AGREEMENT.**

RECREATIONAL LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") entered into this 1st day of **September, 2022** ("Execution Date") by and between the **City of Corning**, a Municipal Corporation ("Landlord" or "City") and **Corning Youth Football and Cheer** ("Tenant"), for the lease of the fields, snack bar, and restroom facilities at Clark Park. Landlord and Tenant may collectively be referred to as "Parties."

RECITALS

- A. Landlord is a Municipal Corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is not being conducted under the statutes of the State of California and its governing Municipal Code.
- B. Landlord is the owner of the fields, snack bar, and restroom facilities at Clark Park, with a common address of 103 Fig Lane, Corning, California 96021 hereinafter described as the "Premises."
- C. Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

AGREEMENT

Section 1. Recitals

The above recitals are true and correct and are hereby incorporated as a term and condition of this Lease.

Section 2. Premises.

2.1. Location. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises.

2.2. Condition of the Premises. Tenant accepts the Premises "AS IS," subject to all applicable Municipal, State, and Federal laws, ordinances, regulations, and policies governing and regulating the use of the Premises, and any covenants or restrictions of record. Tenant acknowledges that neither the Landlord nor Landlord's agents have made any representation or warranty as to the physical state of the Premises, or any present or future suitability of the Premises. Landlord will mow the fields.

2.3. Scope of Lease. Tenant shall use the Premises as for youth recreational activities only during those dates and times when youth football and cheer is scheduled by the Tenant and the Tenant shall not be responsible for obligations under this Lease during times when youth football events are not scheduled. Tenant will provide Landlord with a copy of the football schedule at the beginning of each season and will only use the Premises during those designated times, along with a reasonable set up period before the scheduled event and a reasonable clean up period after the scheduled event. Each football schedule will be incorporated by reference into the terms of this Agreement.

2.4. Compliance with Laws, Ordinances and Regulations. Tenant covenants and agrees that it shall not engage in any unlawful use of the Premises. Tenant further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees, or invitees to engage in any unlawful use of the Premises and Tenant immediately shall remove from the Premises any person engaging in such unlawful activities. Unlawful use of the Premises by Tenant itself shall constitute an immediate breach of this Lease.

Tenant agrees to comply with all Federal, State, and local laws; all ordinances, rules and regulations, and minimum standards of Landlord; all rules and regulations and minimum

standards established by the City; and all rules and regulations and minimum standards adopted by the City Council pertaining to the conduct required at the Premises.

2.5. Storage Facilities. Tenant may only use any storage facility, including any dug out or snack bar, during the period of time that Tenant's season is occurring as set forth in the schedule provided to the Landlord. At the end of the season, Tenant must remove all items from the storage facilities so that other parties may access and use the facility.

Section 3. Term of Lease

3.1. Term. The initial term of this Lease shall commence on September 1, 2022 at 12:00 a.m., and expire at 11:59 p.m. on June 1, 2023, unless terminated earlier as provided herein. There will be five (5) one year lease extensions that will automatically renew unless one party provides notice of the intent to end the Lease at least thirty (30) days before the Lease expiration date.

3.2. Holdover. If Tenant holds over after the expiration of the initial term or any renewal term, this action will create a month-to-month tenancy. In this event, for and during the holdover period, Tenant agrees to continue to fulfill all obligations under this Lease and any amendments thereto.

Section 4. Consideration.

4.1. Deposit. At the beginning of each year governed by this Lease, Tenant shall provide Landlord with a \$400.00 deposit. Throughout the year, amounts will be deducted from the deposit amount, if necessary, due to damages caused to the Premises as a result of Tenant's use of the Premises. Any amounts not used will be returned to Tenant at the end of the year. If the Lease is extended, then Tenant will be responsible for providing a \$400.00 deposit at the beginning of each renewal year.

4.2. Facilities Maintenance. Tenant, as additional consideration, shall be required to maintain all facilities which remain locked when the Premises are not in use, including but not limited to the bathrooms and equipment storage facilities. Tenant is not responsible for maintaining facilities which remain unlocked and open to the public at all times. Tenant must collect and recycle cans and bottles or use the recycling dumpsters provided.

4.3. Rodents. Tenant shall be responsible for eradicating any rodent issues connected to the Premises, including but not limited to hiring a pest control company through the recreational season. For purposes of this section, rodent includes gophers and squirrels.

Section 5. Construction and Improvements.

5.1. Discretionary Improvements. Tenant may, at its sole discretion, perform modifications, renovations, improvements, or other construction work on or to the Premises (collectively, "Improvements") so long as it first submits all plans, specifications and estimates for the costs of the proposed work in writing and also requests and receives in writing approval from the Landlord. Landlord agrees to respond in writing to Tenant's requests for approval within thirty (30) calendar days of receipt of such requests. Any trade fixtures shall remain the property of Tenant and may be removed so long as Tenant repairs any damage caused thereby.

5.2. Requirements for Improvements. Any and all improvements made by Tenant to the Premises shall comply with all Federal, State, and local laws.

Section 6. American with Disabilities Act

6.1. Compliance with ADA. Tenant, at its sole cost and expense, agrees to keep and maintain the Premises in full compliance at all times with the Americans with Disabilities Act of 1990, as amended ("ADA."). In addition, Tenant agrees that all improvements it makes to the Premises shall comply with the ADA requirements.

6.2. Inspections. Landlord shall have the right and privilege, through its officers, agents, servants, or employees, to inspect the Premises.

Section 7. Insurance.

9.1. Coverage. Tenant shall procure and maintain, at all times, in full force and effect, a policy or policies of insurance as specified herein, naming the City as an additional insured, and covering all public risks related to the leasing, use, occupying, maintenance, existence or location of the Premises. The insurance coverage for the Premises shall be no less than \$2 million (\$2,000,000.00) dollars on a per occurrence basis.

9.2. Certificates. As a condition precedent to the effectiveness of this Lease, Tenant shall furnish Landlord with appropriate certificates of insurance signed by the respective insurance companies as proof that it has obtained the type and amount of insurance coverage required herein. Tenant hereby covenants and agrees that prior to the expiration of any insurance policy required hereunder, it shall provide Landlord with a new or renewal certificate of insurance.

Section 8. Indemnification.

Tenant shall defend, indemnify, and hold Landlord and its officials, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, injuries, expense (including reasonable attorney’s fees), or claims for injury or damages arising from out of the performance of this Lease. This provision shall not apply to the intentional conduct or sole negligence of the Landlord.

Section 9. Termination.

9.1. For Cause. Upon any material breach of this Lease, the Lease will immediately be terminated.

9.2. Power Costs. If the utility costs incurred by the City increase 10% or more above the previous year’s cost, Landlord may terminate this Lease with 20 days’ notice.

Section 10. Notices.

Notices required pursuant to the provisions of this Lease shall be conclusively determined to have been delivered (i) when hand-delivered to the other party at such addresses listed below, or at such other addresses as the receiving party designates by proper notice to the sending party, or (ii) three (3) days after being deposited in the United States Mail, postage prepaid, addressed as follows:

To: **TENANT:**
Corning Youth Football & Cheer
Mallory Brown, President

To: **LANDLORD:**
City of Corning
Kristina Miller, City Manager
794 Third Street
Corning, CA 96021

Section 11. Assignment and Subleasing.

Tenant shall not assign or sublease the Premises without written approval of Landlord. If written approval is provided by Landlord for such assignment or sublease, the terms and conditions of this Lease will remain in full force and effect on the successor.

Section 12. Encumbering the Premises.

Tenant shall not take any action which will result in a lien or other encumbrance on the Premises. If such a lien or other encumbrance is recorded on the Premises, Tenant at its sole cost shall have the lien removed either through agreement, judicial action, or the purchasing of a bond.

Section 13. Taxes.

Any tax obligations pertaining to the Premises will be paid by Landlord.

Section 14. Licenses and Permits.

Tenant shall, at its sole expense, obtain and keep in effect all licenses and permits and licenses necessary for its use of the Premises.

Section 15. No Waiver.

The failure of Landlord to exercise the performance of any term or provision of this Lease or to exercise any right granted herein shall not constitute a waiver of Landlord's right to demand performance or to assert any right on a future occasion.

Section 16. Venue and Jurisdiction.

If any action arises in law or equity on the basis of any provision of this Lease, or of Tenant's use of the Premises, venue for such an action shall lie in Tehama County, State of California. This Lease shall be construed in accordance with the laws of the State of California.

Section 17. Attorney's Fees.

Should any action be filed based upon an alleged breach of this Lease, the prevailing party in such an action shall be entitled to attorney's fees and costs incurred in such litigation.

Section 18. Severability.

If any provision of this Lease shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Lease shall remain in full force and effect.

Section 19. Signature Authority.

The person signing this agreement hereby warrants that he/she has the legal authority to execute this agreement on behalf of the respective party, and that such binding authority has been granted by proper Order, Resolution, Ordinance, or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations in entering into this Agreement or any amendment hereto.

Section 20. Entirety of Agreement.

This written instrument, including any documents attached hereto or incorporated herein by reference, contains the entire understanding and agreement between Landlord and Tenant, its assigns, and successors in interest, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provisions of this Lease. The terms and conditions of this Lease shall not be amended unless agreed to in writing by both parties and approved by the City Council of Landlord.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the date and year first above written.

**TENANT, Corning Youth Football & Cheer
(President)**

**LANDLORD, City of Corning:
(A Municipal Corporation):**

By: _____

By: **Kristina Miller, City Manager**

APPROVED AS TO FORM:

By: **Collin Bogener, City Attorney**

ATTEST:

By: **Lisa M. Linnet, City Clerk**

ITEM NO.: J-18
APPROVE AIRPORT FIXED BASE
OPERATOR (FBO) LEASE AGREEMENT
WITH TONY CUTTER dba CUTTERBILT
AERO SERVICES

August 23, 2022

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

SUMMARY:

Staff seeks City Council approval of a 5-year Fixed Base Operator Lease Agreement with Tony Cutter of Cutterbilt Aero Services. The proposed attached Agreement offers the option of three (3) additional five (5) year extensions with prior written notice of intent to renew 60-days prior to expiration of the initial term. Currently there is no Fixed Base Operator at the Corning Municipal Airport.

Some of the terms of the proposed Agreement are as follows:

- **Improvements:** Tenant agrees to perform improvements to the Premises in the amount of \$20,000 annually during the initial term and any additional term extensions. If improvements totaling more than \$20,000 are made during a single year, the overage will be counted towards the next year. Receipts for all improvements are required and failure to make the payments (improvements) are grounds for termination of Agreement.
- **Permitted Use:** Premises shall, during the term and any extensions, be used for an administrative office building and hangar space and uses, Tenant shall not do or permit anything to be done in or about the Premises or use or allow the Premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on, or about the Premises or commit any waste in or upon the Premises.
- **Operation of Business:** Tenant shall during the term of this Lease conduct Fixed Based Operator business activities of the nature specified in Section 4.02 of this Lease.
- **Compliance with Law:** Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way violate any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force.
- **Maintenance by Tenant:** Tenant shall, at Tenant's sole expense, maintain the Premises, including the electrical, plumbing and water systems, and keep glass, windows, and doors in operable and safe condition.
- **Indemnification and Hold Harmless Clause:** Tenant agrees to indemnify and hold Landlord and any officials, employees, representatives, agents, and contractors (collectively "Landlord Indemnitees") and Landlord's property, including said Premises, free and harmless from all claims, liability, loss, damage, or expenses resulting from Tenant's occupation, use and/or alterations of said Premises.
- **Liability Insurance:** Tenant shall carry Liability Insurance of not less than \$2,000,000 on a per occurrence basis. Tenant's Liability Insurance shall name Landlord as an additional insured.

RECOMMENDATION:

**MAYOR AND COUNCIL APPROVE THE FIXED BASE OPERATOR LEASE
AGREEMENT WITH TONY CUTTER dba CUTTERBILT AERO SERVICES.**

AIRPORT FIXED BASED OPERATOR AND FACILITY LEASE AGREEMENT

This LEASE (hereinafter "Lease") is made by and between the City of Corning, a Municipal Corporation ("Landlord") and Tony Cutter dba Cutterbilt Aero Services ("Tenant") upon the following terms and conditions. Landlord and Tenant may collectively be referred to as the "Parties."

RECITALS

1. Landlord is the owner of real property located at the Corning Airport, identified in Exhibit "A" to this Lease and commonly referred to as the Airport Administration Building and the North and South City owned hangers (the "Premises").
2. Tenant seeks to lease the Premises from Landlord to operate the property for commercial purposes in connection with the Corning Airport, which includes fuel sales, aviation sales, aircraft maintenance and inspection, as well as community events.
3. Tenant desires to be the Fixed Based Operator of the Corning Airport.
4. Landlord agrees to lease the Premises to Tenant pursuant to the provisions included below.

NOW, THEREFORE, for sufficient consideration acknowledged, the Parties agree to the following:

TERMS AND CONDITIONS

ARTICLE 1. PREMISES

1.01. Premises: Landlord leases to Tenant and Tenant leases from Landlord for the Term, and upon the covenants and conditions set forth in this Lease, the Premises.

1.02. Reservation: Landlord reserves the right to use exterior walls, floor, roof, and plenum in, above and below the Premises for the installation, maintenance, use and replacement of pipes, ducts, conduits, wires, alarm lines, heating, ventilation, gas lines and systems, electric power, telephone and communication lines, sanitary sewer lines and systems, water lines and systems, and structural elements serving the Premises and for such other purposes Landlord deems necessary.

ARTICLE 2. TERM OF LEASE

Section 2.01. Commencement and Term: The initial term shall be for a period of five (5) years starting on _____, 2022 and ending on _____, 2027 ("Initial Term").

Section 2.02. Extensions or Renewal: Tenant shall have three (3) five (5) year options, for a total of fifteen (15) years, to extend the term of the Lease for the Premises provided that Tenant gives Landlord prior written notice of intent to renew this lease by certified mail not less than sixty (60) days prior to expiration of the Initial Term or any subsequent terms and Tenant is compliant with the improvement requirements set forth in Article 3. If any of these options are exercised, all of the terms and conditions of this Lease shall continue in full force and effect.

ARTICLE 3. IMPROVEMENT OBLIGATIONS

Section 3.01. Improvements: As consideration for use and possession of the Premises, Tenant agrees to perform improvements to the Premises in the amount of \$20,000.00 per year during the Initial Term and any additional extensions. If more than \$20,000.00 in improvements are made during a single year, the overage will be counted towards the next year. The Parties agree that these improvement costs constitute consideration under this Lease and the failure to make the payments are grounds for termination. The improvements include, but are not limited to, the items listed in Exhibit "B" to this Lease.

Tenant will provide Landlord with all invoices, bills, estimates, and/or check copies showing the payments made pursuant to this Section 3.01 to calculate the annual amount. If there are any disputes regarding the amount spent on improvements under this section, then the parties shall resolve the dispute as set forth in Section 9.06 below. Tenant will also be required to provide Landlord with an annual report detailing the work performed that year, including the work being performed at the time of the report.

ARTICLE 4. POSSESSION; USE OF PREMISES; CONDITION

Section 4.01. Possession: Tenant will have the right to possession of the Premises following execution of this Lease.

Section 4.02. Permitted Use: The Premises shall, during the term of this Lease and any extensions thereof, be used for an administrative office building and hangar space and uses normally incident thereto. Tenant shall not use, nor permit said Premises, or any part thereof, to be used for any purpose or purposes other than that for which the said Premises are Leased. Tenant shall have the right to conduct within the Tenant's leased building, commercial enterprised and fixed based operator services, including but not limited to, air taxi and chartering of aircraft, sale of aviation fuel, line services, pilot training, aircraft rental and sightseeing, aircraft service and sales, aircraft storage (tie-down), aerial photography, sale of aircraft parts, crop dusting and aerial applications, and aerial survey services. Tenant shall not do or permit anything to be done in or about the Premises or use or allow the Premises to be used for any unlawful or objectionable purpose, nor shall Tenant cause, maintain, or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

Section 4.03. Operation of Business: Tenant shall during the term of this Lease and any extensions thereof, unless prevented by conditions beyond Tenant's control, conduct Fixed Based Operator business activities of the nature specified in Section 4.02 of this Lease on said Premises in an efficient and diligent manner and keep said Premises open for the conduct of business at such reasonable times as to promote the conduct of the business.

Section 4.04. Compliance with Law: Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way violate any law, statute, ordinance or governmental rule or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated. Tenant shall at its sole cost and expense determine whether it is in compliance with the foregoing, shall obtain all necessary governmental approvals and permits and shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with any requirements of Landlord's insurer, relating to or affecting the condition, use or occupancy of the Premises including, but not limited to, laws or regulations relating to the accessibility or usability of the Premises by disabled persons. Tenant's obligation under this Section 4.04 shall be deemed to include, without limitation, the covenant to make, at Tenant's cost set forth in Section 3.01, all alterations, additions, modifications, and improvements to the Premises as may be required under or pursuant to any of the aforementioned laws, statutes, ordinances, rules, regulations, or requirements. Tenant acknowledges that Landlord makes no representation or warranty in this Lease that the Premises or any portion thereof complies with any governmental statutes, ordinances, rules, or regulations relating to the accessibility or usability of the Premises or any portion thereof by disabled persons. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance, or governmental rule, regulation, or requirement, shall be conclusive of the fact between Landlord and Tenant.

Section 4.05. Signs: Any exterior signs for the Premises shall conform to the governing ordinances, rules and regulations of the City of Corning and the County of Tehama. Any installation or changes to any signs shall be installed at Tenant's sole cost and expense. Tenant is responsible for keeping all

signs in good maintenance and repair during the Lease term. All signs shall be returned to their original condition at the end of the Lease term at Tenant's sole cost and expense.

Section 4.06. Insurance Hazards: Tenant shall not commit nor permit the commission of any acts on said Premises nor use or permit the use of said Premises in any manner that will increase the existing rates for, or cause the cancellation of, any fire, liability, or other insurance policy insuring said Premises or the improvements thereon. Tenant shall, at its own cost and expense, comply with all requirements of insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on said Premises and the improvements thereon.

Section 4.07. Hazardous Substances: Tenant will not, at any time during the Term, cause or permit any hazardous substances to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed, or used on, under, or about the Premises for any purpose, except those hazardous substances that are necessary in connection with Tenant's Permitted Use of the Premises or as specifically approved in writing by Landlord. This includes the sale of airplane fuel on the Premises. Any hazardous substance activities of Tenant permitted by Landlord shall at all times be in compliance, at Tenant's sole cost and expense, with all applicable regulations and Tenant shall use all necessary and appropriate precautions. Landlord shall not be liable to Tenant for any hazardous substances activities by Tenant, Tenant's employees, agents, contractors, licensees or invitees, regardless of whether or not Landlord has approved Tenant's hazardous substances activities. Tenant agrees, at Landlord's option, to defend Landlord, its agents, servants and employees against any, all and every demand, claim, assertion of liability, or action arising or alleged to have arisen out of the contamination of the surface or subsurface soil and/or water of the Premises and/or for surrounding areas by "Hazardous Substances" as a result of Tenant's possession of the Premises or the operation of its business therein, whether such demand, claim, assertion of liability or action be for damages, injury to person or property, including the property of Landlord, or death of any person, made by any person, group, organization, whether employed by Landlord or otherwise. Tenant further agrees to assume legal liability for, indemnify and hold free and harmless Landlord, its agents, servants and employees from any and all loss, damages, liability, costs or expenses (including, but not limited to attorneys' fees, reasonable investigative and discovery costs, and court costs) and all other sums which Landlord, its agents, servants and employees may reasonably pay or become obligated to pay on account of any, all and every demand, claim, assertion or liability or action arising or alleged to have arisen out of the contamination of the surface or subsurface soil and/or water of the Premises and for surrounding areas by "Hazardous Substances" as a result of Tenant's possession of the Premises. The Parties intend that the term "Hazardous Substances" shall include, but is not limited to, substances that are flammable, explosive, corrosive, radioactive, toxic, or any substances defined as hazardous substances, hazardous materials, toxic substances, hazardous wastes, or the like in any applicable statutes, ordinances, rules, regulations or orders of the federal, state or local governments, or any agencies thereof, and shall include, but not be limited to, any of the statutes noted below or any successor statutes thereto: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§9601 et seq.); the Superfund Amendment of the Reauthorization Act of 1986 (42 U.S.C. §§ 9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.); the Clean Water Act (33 U.S.C. §§ 1251 et seq.); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§ 1251 et seq.); the Hazardous Waste Control Law (Health and Safety Code §§ 25100 et seq.); the Porter-Cologne Water Quality Control Act (Water Code §§ 1300 et seq.); and Chapter 6.7 of the Health and Safety Code (Health and Safety Code §§ 25280 et seq.); and the Hazardous Materials Transportation Act (49 U.S.C. § 1802). Landlord and Tenant hereby acknowledge and agree that the obligations of Tenant set forth in this Section 4.07 shall survive the expiration or early termination of this Lease and shall be enforceable by Landlord at any time thereafter. Tenant shall also comply with the requirements of the California Health and Safety Code Chapter 6.95.

4.08. Condition of Premises: Tenant acknowledges that the Premises, and every part thereof, and all window glass or other glazing, plumbing, heating, and lighting fixtures, locks, bolts, interior walls,

and other fixtures in and about the Premises are, as of the date of execution of this Lease, complete and in good order, condition, and repair. Tenant agrees that on the last day of the term of this Lease, or upon earlier termination thereof, Tenant shall peaceably and quietly leave, surrender, and yield up to Landlord all and singular use of the Premises, with any said appurtenances and fixtures in good order, condition and repair, reasonable wear and tear excepted.

ARTICLE 5. TAXES AND UTILITIES

Section 5.01. Definition: As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Landlord in the Premises, Landlord's right to other income therefrom, and/or Landlord's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises address. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Landlord to Tenant pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

Section 5.02. Payment of Real Property Taxes: Landlord shall pay the Real Property Taxes applicable to the Premises.

Section 5.03. Payment of Other Taxes: Tenant shall pay, before they become delinquent, all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Tenant in, on or about said Premises including, without limiting the generality of the other terms used in this section, any shelves, counters, vaults, vault doors, wall or floor safes, partitions, fixtures, machinery, office equipment, exercise equipment, television or radio antennas, or communication equipment brought on said Premises by Tenant. In the event any or all of Tenant's fixtures or other personal property shall be assessed and taxed with the Landlord's real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to such property of Tenant. Additionally, Tenant shall pay to Landlord all applicable excise taxes.

Section 5.04. Payment of Utility Charges: Tenant shall be responsible for arranging for and paying all charges for the furnishing of electricity, telephone, internet, gas, and garbage for the Premises.

ARTICLE 6. MAINTENANCE, ALTERATIONS AND REPAIRS

Section 6.01. Maintenance by Landlord: It is intended by the Parties that Tenant shall maintain the surface and structural elements of the roof, foundations and bearing walls, and the exterior grounds (not including landscaping), parking, fixtures, walls (interior and exterior), ceilings, floors, air conditioning and heating units, and signs located in, on, or adjacent to the Premises through the improvement payments set forth in Section 1. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

Section 6.02. Maintenance by Tenant: Tenant shall, at Tenant's sole expense, maintain the Premises, including the electrical, plumbing and water systems, and keep glass, windows, and doors in operable and safe condition. Overall, Tenant shall keep the Premises and Alterations in good order and condition (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such

repairs occurs as a result of Tenant's use, any prior use, the elements, or the ages of such portion of the Premises). Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant is responsible for maintenance of the landscaping area for the Premises and shall have a professional service agreement in effect with a professional landscaper during the Term of this Lease. Should Tenant fail to maintain an ongoing service agreement with a professional landscaper during the Term, or should Landlord determine that the landscape work being performed is not being done in a professional, workmanlike manner, then Landlord may contract with a landscaper of Landlord's choosing, with the expense for the service added to the rent obligations under this Lease. Landlord will give Tenant 30 days' notice prior to contracting a landscaper so that Tenant can cancel their own service. The landscaping areas between the runways shall be maintained by the Landlord.

Section 6.03. Alterations, Additions and Fixtures: Landlord agrees that Tenant may, after giving Landlord notice in writing of its intention to do so and a written description of the work to be performed, make alterations, additions and changes in and to the interior of the Premises as it may find necessary or convenient for its purposes, provided the value of the Premises is not thereby diminished, and provided, however, that no alterations, additions or changes costing in excess of Two Thousand Five Hundred Dollars (\$2,500.00) may be made without first procuring the approval in writing of Landlord unless already included in Exhibit B of this Lease; provided, however, Landlord shall not withhold its consent to any Tenant requested alternations, additions or improvements required to be made by Tenant to enable Tenant to comply with any governmental statutes, ordinances, rules or regulations relating to the accessibility or usability of the Premises by disabled persons (provided, however, Tenant shall otherwise be required to comply with the provisions of this Section 6.03 in making such alterations, additions or improvements). These alterations, additions, and fixtures shall be credited towards the improvement costs discussed in Section 3.01 of this Lease. Tenant's Contractor shall maintain all insurance reasonably required by Landlord, including Commercial General Liability, Workers' Compensation, Builders' Risk and Course of Construction Insurance. Any Contractor used by Tenant shall be licensed in the State of California to perform the work. In no event shall Tenant make or cause to be made any penetration through the roof of the Premises without the prior written approval of Landlord. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Article. All alterations, additions, or changes to be made to the Premises which require the approval of Landlord shall be under the supervision of a competent Architect or competent licensed Structural Engineer and made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work, where such approval is required pursuant to the provisions of this Article. All work with respect to any alterations, additions and changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of such work, Tenant shall file for record in the office of the County Recorder where the Premises is located a Notice of Completion as permitted by law. Any such changes, alterations and improvements shall be performed and done strictly in accordance with the laws and ordinances relating thereto.

Section 6.04. Damage and Removal: Tenant assumes the risk of damage to any of Tenant's Alterations. Tenant will repair all damage to the Premises caused by the installation or removal of these items. Upon the termination of this Lease, Tenant shall not remove any Alterations made or installed by Tenant.

Section 6.05. Mechanics' Liens: Tenant shall keep the Premises free and clear from all liens, claims, and demands for work performed, materials furnished, or operations conducted on said Premises at the instance or request of Tenant. Tenant shall have the right to contest the correction or the validity of any such lien if, immediately upon demand by Landlord, Tenant procures and records a lien release Bond issued by a Corporation authorized to issue surety bonds in California in an amount equal to one and one-half (1 1/2) times the amount of the claim of the lien. The Bond shall meet the

requirements of Civil Code Section 3143 and shall provide for the payment of any sum that the claimant may recover on the claim (together with costs of suit if it recovers in the action).

Section 6.06. Inspection by Landlord: Tenant shall permit Landlord or Landlord's agents, representatives, or employees to enter said Premises at all reasonable times for the purpose of inspecting said Premises to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Landlord's interest or to perform Landlord's duties under this Lease.

ARTICLE 7. INDEMNITY AND INSURANCE

Section 7.01. Indemnification and Hold Harmless Clause: Tenant agrees to indemnify and hold Landlord and any officials, employees, representatives, agents, and contractors (collectively "Landlord Indemnitees") and Landlord's property, including said Premises, free and harmless from all claims, liability, loss, damage, or expenses resulting from Tenant's occupation, use ad/or alterations of said Premises. This does not extend to the sole negligence or willful misconduct of Landlord. The Parties agree that this indemnification provision shall apply to the full extent allowed by law and shall survive the expiration and/or termination of this Lease and shall not be restricted to insurance proceeds. Tenant further agrees to defend, indemnify and hold harmless Landlord for any claim or liability arising out of a determination that work performed in connection with this Lease violates any portion of the Labor Code, including the prevailing wage laws, set forth under Labor Code sections 1720 et seq. and 1770 et seq.

Section 7.02. Liability Insurance: Tenant shall, at its own cost and expense, secure and maintain during the entire term of this Lease, a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Landlord against loss or liability caused by or connected with Tenant's occupation and use of said Premises under this Lease. Tenant shall carry Liability Insurance of not less than \$2,000,000.00 on a per occurrence basis. Tenant's Liability Insurance shall name Landlord as an additional insured.

Section 7.03. Worker's Compensation: As required by law, Tenant shall, at its own cost and expense, maintain California Workers' Compensation and Employer's Liability Insurance throughout the duration of this Lease.

Section 7.04. Property Insurance: Landlord shall obtain and keep in force a policy or policies of insurance in the name of Landlord, with loss payable to Landlord, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Tenant Owned Alterations and Utility Installations, Trade Fixtures, and Tenant's personal property shall be insured by Tenant not by Landlord. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction, or replacement of any portion of the Premises as the result of a covered loss. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000.00 per occurrence.

Section 7.05. Sudden Accidental Coverage: Should Tenant sell, transfer, keep or otherwise store airplane fuel or other hazardous substance on the Premises, then they will be required to obtain Sudden Accidental Insurance Coverage of not less than \$5,000,000 per occurrence.

Section 7.06. Proof of Insurance and Proceeds: Tenant shall deliver to Landlord a certificate evidencing the policy listed above in section 7.02 within twenty (20) days of the commencement of this Lease, and on renewal each subsequent year. Landlord and any property management company of Landlord shall be named as additional insureds under the policy and the policy shall include a

stipulation that coverage will not be canceled or diminished without a minimum of twenty (20) days' notice to Landlord. Any insurance proceeds received because of the total or partial destruction of said Premises or the building on said Premises shall be the sole property of Landlord, free from any claims of Tenant, and may be used by Landlord for whatever purpose Landlord may desire.

ARTICLE 8. DEFAULT, SUBLET /ASSIGNMENT, AND TERMINATION

Section 8.01. Acts of Default: Each of the following shall be deemed a default by the Tenant and a breach of this Lease, permitting immediate termination of the Lease:

- A. Failure to perform the improvements required under Section 3.01.
- B. Failure by the Tenant to observe, keep and perform any of the terms and conditions, agreements and provisions contained in this Lease.
- C. The abandonment of the Premises by the Tenant.
- D. Failure to comply with any applicable Federal, State, or local law, rule or regulation governing the use, occupation and/or alteration of the Premises or operation of the business.

Section 8.02. Subleasing or Assigning: Tenant may not transfer or assign this Lease without first obtained written consent from Landlord, which may not be unreasonably withheld.

Section 8.03. Surrender of Premises: On expiration of this Lease or within ten (10) days after termination, Tenant shall surrender to Landlord the Premises and all Tenant's improvements and alterations in good condition, except for ordinary wear and tear occurring after the last necessary maintenance made by Tenant and destruction to the Premises. Tenant shall remove all its personal property within the above stated time. Tenant shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property within the time periods stated in this paragraph.

Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the term as allowed or required by this Lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of the ten-day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing, and disposing of any alterations or Tenant's personal property.

If Tenant fails to surrender the Premises to Landlord on expiration or ten (10) days after termination of the Lease as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding Tenant resulting from Tenant's failure to surrender the Premises.

Section 8.04. Waiver of Breach: The waiver by Landlord of any breach of this Lease by Tenant shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Lease.

ARTICLE 9. MISCELLANEOUS PROVISIONS

Section 9.01. Reimbursement of Funds Expended by Landlord: Whenever under the terms of this Lease the Landlord shall exercise its option to, or be compelled to pay any sum of money or do any act which shall require the expenditure or payment of any sum by reason of the failure of the Tenant after such notice to Tenant as provided herein, to perform any one or more of the terms, covenants, conditions or agreements contained in this Lease, the Tenant shall immediately repay the same to Landlord upon demand, and in default thereof the sum or sums so paid by Landlord, together with all interest, costs, and damages, may at Landlord's option be added as a portion of the improvement costs set forth in Section 3.01. However, it is expressly agreed between Landlord and

Tenant that any payment by the Landlord pursuant to the provisions of this or any other paragraph of this Lease shall not be deemed to waive or release the default thereof by the Tenant.

Section 9.02. Covenant of Quiet Enjoyment: The Tenant upon payment of all other sums above reserved and improvements made and upon the due performance of all the terms, covenants, conditions, and agreements contained herein, shall always during the term granted, peaceably and quietly enjoy the Premises, subject, however, to the terms of this Lease.

Section 9.03. Zoning: Tenant hereby accepts the Premises subject to all applicable Zoning, Municipal, County, and State laws, ordinances, regulations, and any changes thereto, governing and regulating the use and occupancy of the Premises.

Section 9.04. Delays: Whenever a period of time is provided in this Lease or in any exhibit hereto for Landlord to do or perform any act or thing, Landlord shall not be liable or responsible for nor shall Tenant be excused from performing any obligation hereunder as a result of any delay due to strikes, lockouts, casualties, acts of God, or governmental regulations or control or other causes beyond the reasonable control of Landlord, and the time for performance specified herein shall be extended for the amount of time Landlord is so delayed.

Section 9.05. Environmental Representations: Landlord represents and warrants to Tenant that to the best of Landlord's actual knowledge, and without any independent investigation having been made by Landlord, no toxic waste or hazardous materials are located on or under the property; that there has been no release, storage, treatment, generation, or disposal of any toxic waste or hazardous materials on, under, or from the property; and that no toxic waste or hazardous materials have been transported from the property.

Section 9.06. Disputes: If any dispute should arise in relation to this Lease and the Landlord and Tenant shall first negotiate amongst themselves in "good faith". If the dispute is not resolved informally then the Landlord and Tenant shall attempt mediation by selecting a retired Judge or Attorney with 5 years' experience in real estate law. If the Parties are unable to agree on a mediator, then Landlord will provide Tenant with a list of 3 potential mediators, and Tenant will select a name from the list. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in such an action.

If the parties cannot resolve the dispute in mediation, then Tenant and Landlord agree that any dispute or claim in Law or Equity arising between them out of this Lease, which is not settled through mediation shall be settled by a neutral binding arbitration. The arbitrator shall be a retired Judge or Justice, or an Attorney with at least 5 years' experience in real estate law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of an arbitrator may be entered in any court having jurisdiction. The Parties shall have the right to discovery pursuant to Code of Civil Procedure section 1283.06.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN SECTION 9.06 DECIDED BY A NEUTRAL ARBITRATION AS PROVIDED UNDER CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MAY POSSESS TO HAVE THE INSTANT DISPUTE LITIGATED IN A COURT OR JURY TRIAL

Landlord's Initials (_____)

Tenant's Initials (_____)

Section 9.07. Notices: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when

personally delivered to the party to whom they are directed, or in lieu of such personal service when deposited in the United States Mail, first-class, postage prepaid, addressed as follows:

Tenant: Cutterbilt Aero Services
930 N. Marguerite Drive
Corning, CA 96021

Landlord: City of Corning
794 Third Street
Corning, CA 96021

Either party, Tenant or Landlord, may change their address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

Section 9.08. Binding on Heirs and Successors: This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto. Landlord and Tenant hereby agree that nothing contained in this section shall be construed as a consent by Landlord to any assignment of this Lease or any interest therein by Tenant.

Section 9.09. Authority: If any party is a Corporation, Partnership, or other legal entity, that party shall deliver to the other party on request evidence of authority to execute this Lease.

Section 9.10. No Warranties: Tenant acknowledges that it has made its own inspection and investigation of the Premises and that neither Landlord nor its agent has made any representations or warranties that the Premises are now, or in the future will be, suitable for Tenant's use or the conduct of its business, or has Landlord agreed to undertake any modification, alteration or improvement to the Premises except as expressly set forth in this Lease.

Section 9.11. Americans with Disabilities Act: Tenant does hereby agree to conform with those specific requirements for accessibility and compliance mandated by the Americans with Disabilities Act. Any modification or improvement to the Premises that needs to be performed to be in compliance with the above Act shall be Tenant's sole responsibility with those costs included as an improvement cost set forth in Section 3.01.

The following disclosure is hereby made pursuant to applicable California law:

"The Premises have been inspected by a Certified Access Specialist (CASp) and Tenant acknowledges receipt of that certain report titled "CalCasp ADA Review of City Building FY 2018-19 (the "CASp Report"). To the Landlord's knowledge, there have been no significant modifications or alterations completed or commenced between the date of the inspection and the date of this Lease."

Section 9.12. Joint and Several Liability: All the terms, covenants, and conditions contained in this Lease to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several.

Section 9.13. Specific Performance: Landlord shall have the right, in addition to its other remedies and means of redress provided by this Lease and by law, to obtain specific performance of any and all covenants or obligations of Tenant to be kept and performed under this Lease.

Section 9.14. Prohibition Against Recording Lease; Recordable Memorandum of Lease: This Lease shall not be recorded, except that if either party requests the other party to do so, the Parties shall execute a Memorandum of Lease in record able form, reasonably acceptable to both Parties.

Section 9.15. Landlord's Access; Showing Premises; Repairs: Landlord and Landlord's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises so long as there is no material adverse effect to Tenant's use of the Premises. All such activities shall be without abatement of rent or liability to Tenant.

Section 9.16. Waiver: No covenant, term or condition, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition. Acceptance by Landlord of any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

Section 9.17. Independent Contractor: In performing the obligations set forth in this Lease, the Parties agree that Tenant is an Independent Contractor and not an Agent or Representative of the Landlord. Landlord shall not exercise any control over the day-to-day operation of the Premises or the employees working for Tenant.

Section 9.18. Partial Invalidity: Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

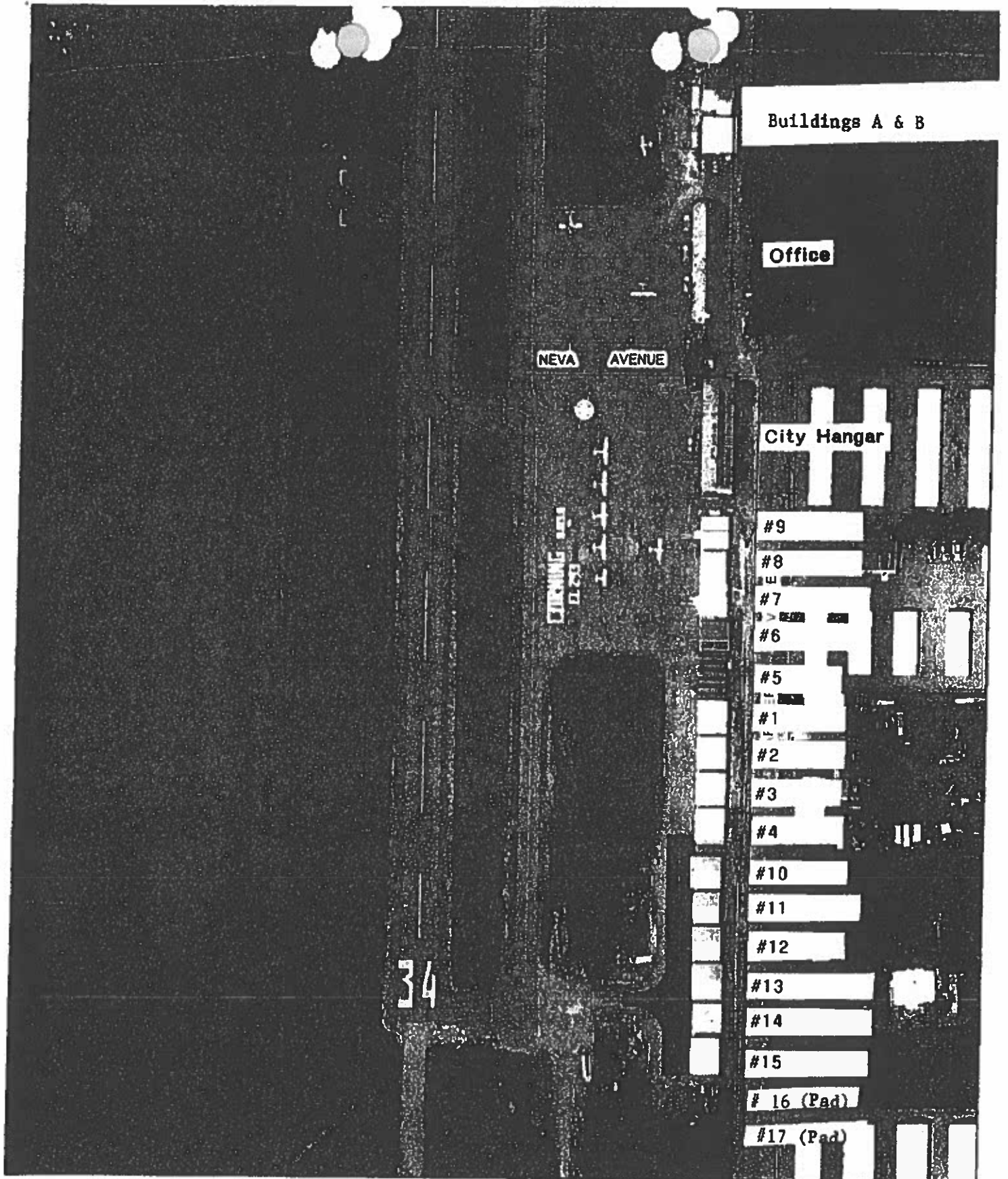
Section 9.19. No Party Deemed Drafter: In the event of a dispute between any of the Parties hereto over the meaning of this Lease, no party shall be deemed to have been the drafter hereof, and the principle of law that contracts are construed against the drafter does not and shall not apply.

Section 9.20. Sole and Only Agreement; Amendments: This instrument along with any exhibits and attachments hereto constitutes the sole and only agreement between Landlord and Tenant respecting said Premises, the leasing of said Premises to Tenant, or the Lease term herein specified, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting said Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void, including but not limited to the Initial Agreement and the First Amendment. The provisions of this Lease may be waived, altered, amended, or repealed, in whole or in part, only on the written consent of all Parties to this Lease.

Section 9.21. Headings: The titles and headings of the various sections of this Lease are intended solely for convenience of reference and are not intended to explain, modify, or place any construction on any of the provisions of this Lease.

Section 9.22. Time of Essence: The Parties hereto agree that time is of the essence for the performance of every covenant and the satisfaction of each and every condition contained in this Lease.

SIGNATURES ON FOLLOWING PAGE



Buildings A & B

Office

NEVA AVENUE

City Hangar

#9

#8

#7

#6

#5

#1

#2

#3

#4

#10

#11

#12

#13

#14

#15

16 (Pad)

#17 (Pad)

34

EXHIBIT "A"
CITY OF CORNING
AIRPORT HANGARS

Executed on this ____ day of _____, 2022 at _____,
California.

LANDLORD:

TENANT:

By:

By:

Kristina Miller, City Manager
City of Corning

Tony Cutter, dba Cutterbilt Aero
Services

Date:

Date:

Approved as To Form:

Collin Bogener, City Attorney

Date: _____

Attest:

Lisa M. Linnet, City Clerk

Date:

EXHIBIT B

- 1) Paint Interior and Exterior of Main Building**
- 2) Paint Exterior of Hangar**
- 3) Complete Roof Repair on Hangar**
- 4) Pour cement containment area for the fuel truck**
- 5) Complete ADA ramps**
- 6) Replace broken windows**
- 7) Upgrade bathrooms**
- 8) Replace flooring**

**ITEM NO.: J-19
APPROVE AWNING GRANT
PROGRAM GUIDELINES AND
ASSOCIATED AGREEMENT WITH
3CORE TO IMPLEMENT THE GRANT
AT A COST NOT TO EXCEED
\$12,340.**

August 23, 2022

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
CHRISSE MEEDS, PLANNER II/RECREATION COORDINATOR**

SUMMARY:

\$250,000 of American Rescue Plan Act of 2021 funds are proposed to be utilized to create a City of Corning Awning Grant Program to benefit Corning businesses on Solano Street from 3rd to 6th streets and businesses located on 3rd, 4th, 5th, and 6th from Solano Street to the alleyways. The program is proposed to be limited to this confined area as it is the most distressed area of the City and also to result in the most visual impact. Should not all funds be expended, the City could consider extending the geographic boundaries or offering a signage grant. Quarter round and traditional canvas awnings will be permitted in blue, navy blue, black, grey, beige/tan, or forest green. Light colored and red awnings are not provided as an option due to fading that occurs in these colors. Attached are the proposed grant program guidelines and a draft application. The application itself is very simple. The application and program guidelines will be translated into Spanish once it is finalized. We anticipate receipt of approximately 25 applications with 20 being funded.

Also attached is the proposed agreement with 3CORE to administer the grant at a cost not to exceed \$12,340. 3CORE will develop the application based on the program guidelines, develop marketing materials, market the program, receive, answer applicant questions, and evaluate applications, recommend awards to the City, execute grant agreements with businesses, and provide a final report to the City. Once 3CORE provides a list of businesses to the City with business name, location, awning type and color, the City will issue a Request for Proposals for the work. The RFP will include engineering and installation of the awnings. Applications will be funded on a first-come first-served basis. Meaning if more applications are received than funds available, grants will be funded based on the date of receipt of a completed application. Grant awards will not be announced to businesses until after the RFP is awarded to an awning company.

BACKGROUND:

At the March 22, 2022 City Council meeting the City Council directed staff to work with 3CORE to develop and administer an Awning Grant Program.

The American Rescue Plan Act of 2021 (Act) appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with populations under 50,000 (referred to as non-entitlement units of local government). Award amounts are based on each entity's share of the population within each group. The City of Corning is being

allocated \$1,844,396. Based on US Treasury guidance issued on May 24, 2021, the state is required to allocate the funds in two tranches (half in June 2021 and half in June 2022). City staff already completed the application process in order to receive the funds. The funds may be used for the following purposes:

(a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

(c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(d) To make necessary investments in water, sewer, or broadband infrastructure.

The funds cannot be used to pay interest or principal on outstanding debt, replenishing rainy day or other reserve funds.

The City has been working on two crossings to expand water and sewer infrastructure to the westside of Interstate 5 for years. Staff recommendation is to utilize \$1,594,396 of ARPA funding to fund reimbursement agreements for two crossings: one at Solano St./Corning Rd. and the other at South Avenue. The City Attorney is currently drafting a proposed reimbursement agreement, whereby the developers would fund the cost of the bore with the City reimbursing them for all or a great portion of the work after it is completed.

FINANCIAL:

The total cost of the Awning Grant Program will be \$250,000 funded through ARPA funds received. Of that \$12,340 is proposed to be utilized for grant administration services with the remaining \$237,660 available for awning grants directly to businesses.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- Approve the Program Guidelines; and
- Approve the Agreement between the City and 3CORE for implementation of the City of Corning Awning Grant Program at a cost not to exceed \$12,340.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 23rd day of August 2022, between the CITY OF CORNING, a municipal corporation (City) and 3CORE, Inc. ("Consultant").

RECITALS:

1. Consultant is qualified and experienced in performing the types of work specified in this Agreement.
2. City finds it necessary and advisable to have the Consultant available to provide project specific services as described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services.** Consultant shall provide the following scope of work for the City as requested by the City for project specific work: City of Corning Awning Grant Program. See Attachment "I" entitled Scope of Work and Exhibit "A" entitled "The City of Corning Awning Grant Program Guidelines".
2. **City Assistance.** In order to assist Consultant in this work, the City shall provide, if necessary, documents available to the City.
3. **Term.** The term of the Agreement shall be from August 23, 2022 - December 31, 2023.
4. **Compensation.** For the project specific services to be rendered, City shall pay Consultant on a time and materials basis on the rate schedule per Attachment "I" which is attached to and incorporated into this Agreement. Payment shall be made as outlined in the Attachment and upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed approved proposal fees unless parties agree pursuant to Section 8.
 - a. Invoices submitted to City must reference the individual work authorization and contain a brief description of all work performed. Payment shall be made within thirty (30) days of receipt of Consultant's invoice.
 - b. Upon completion of work, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work set forth is completed and accepted by the City.
5. **Sufficiency of Consultant's Work.** By executing this Agreement, Consultant warrants that all services will be performed in a competent, professional, and satisfactory manner.

Should Consultant discover any latent or unknown conditions in the performance of its work that presents a possibility of material change to the scope of any work authorization or presents a potential concern over the aspects of work being performed and/or correctness of the project as governed under any applicable condition, specification or regulation pertinent to the work, the Consultant shall immediately inform City and proceed only at its own risk until instructed by the City on the matter raised. The City may refuse payment on any work if a material change is discovered, and no notice is provided to City.

6. Ownership of Work. All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by the Consultant in the performance of this Agreement ("materials") shall become the property of City. All materials shall be delivered to the City upon completion or termination of any work under this Agreement. If any materials are lost, damaged, or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant shall keep materials confidential and shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services unless the City provides prior written consent.

7. Changes. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. Consultant's Status. In performing the obligations set forth in this Agreement, the Consultant shall have the status of an Independent Consultant and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of the Consultant are its agents and employees and are not agents or employees of City.

9. Labor Code/Prevailing Wages. To the extent applicable, Consultant shall comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and payment of prevailing wages as determined by Director of the California Department of Industrial Relations. If applicable, the Consultant shall post, at each job site, a copy of the prevailing rate of per diem wages. Consultant shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any Subcontractor.

10. Termination of Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to the Consultant. The Agreement shall then be deemed terminated, and no further work shall be performed by the Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

11. Non-Assignability. This Agreement is not assignable or transferable without the prior written consent of the City, which consent may be withheld at the City's sole and absolute discretion. It is not permitted for Consultant to retain Subcontractors to perform the essential work of the Consultant as a means to affect a transfer of the Consultants work in violation of this Section of the Agreement, and where subcontractors are retained to handle aspects of the Consultant's work for City, the Consultant shall be solely responsible for paying and reimbursing Subcontractors.

13. Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury, fine, penalty or liability for damages. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

14. Insurance. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A:VII:

a. **General Liability and Bodily Injury Insurance.** Commercial general liability insurance with limits of at least \$1,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees, and agents are named additional insureds under the policy. The policy shall state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Consultant and its Sub-Consultants, and that no other insurance effected by the City or other named insured will be called on to cover a loss.

b. **Automobile Liability Insurance.** Automobile liability insurance with limits not less than \$1,000,000 per person/per occurrence.

c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Consultant's employees, in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

d. **Professional Liability Insurance.** Professional liability insurance in the amount of \$1,000,000.

e. **Certificate of Insurance.** Consultant shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing thirty (30) days prior written notice by certified mail, return receipt requested, given to the City. In addition, the insured shall provide thirty (30) days prior written notice to the City of any suspension, cancellation, reduction of coverage or in limits, or voiding of the insurance coverage required by this Agreement. The City reserves the right to require complete certified copies of policies.

f. **Waiver of Subrogation.** The insurer agrees to waive all rights of subrogation against the City, its officers, employees, and agents.

g. **Defense Costs.** Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.

h. **Sub-Consultants.** Consultant shall include all sub-Consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-Consultant. All coverages for sub-Consultants shall be subject to all of the requirements stated in this Agreement, including but not limited naming additional insureds.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: Executive Director
3CORE, Inc.
2515 Ceanothus Avenue; STE 105
Chico, CA 95973

To City: City Manager
City of Corning
794 Third St.
Corning, CA 96021

16. Conformance to Applicable Laws. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex, or religion of such person.

17. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, the Consultant shall obtain a City of Corning business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

18. Records and Audits. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. Confidentiality. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information, or conclusions.

20. Conflicts of Interest. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. If such an interest occurs, Consultant will immediately notify the City.

21. Waiver. In the event either the City or the Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Tehama County.

23. Attorney's Fees. The prevailing party in any action brought to enforce or construe the terms of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

24. No Personal Liability. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

25. Scope of Agreement. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF CORNING

CONSULTANT: 3CORE, Inc.

Kristina Miller, City Manager

Patty Hess, Executive Director

Date

Date

ATTEST:

Lisa Linnet, City Clerk

Date

Approved as to Form:

Collin Bogener, City Attorney

Date

Approved per Collin: 4/6/18

Attachment "I"
SCOPE OF WORK

SCOPE OF WORK

Unless indicated otherwise herein, the Consultant shall furnish all labor, materials, transportation, supervision and management, and pay all taxes required to complete the project described below:

Due to COVID-19, the federal government enacted the American Rescue Plan Act ("ARPA Act") to help protect and provide fast and direct economic assistance for American workers, families and small businesses. The City of Corning Awning Grant Program (Awning Grant Program) is funded through the ARPA Act and is intended to support small businesses impacted by COVID-19.

CONSULTANT RESPONSIBILITY

Consultant shall provide for the full operation of the City of Corning Awning Grant Program, in accordance with the Program Guidelines, incorporated and attached herein as Exhibit 1.

Consultant Duties and Obligations:

Consultant shall complete the following tasks:

Awning Grant Program (Program):

- o **Kick-off Meeting.** Consultant shall facilitate a kick-off meeting with City staff to discuss the tasks below and finalize the timeline associated with each task.
- o **Application Development.** Consultant shall develop the application based on the Program Guidelines, Exhibit 1, and submit to City for approval.
- o **Market the Program.** Consultant shall develop marketing materials and market the program in collaboration with the City during a two-week period.
- o **Accept Application.** All applications for the Program shall be routed to Consultant. Consultant shall accept applications during a widely advertised month long period.
- o **Evaluate Applications.** Consultant shall then evaluate the applications and determine final eligibility based on the Program Guidelines.
- o **Determine Potential Grant Awardees.** Consultant shall determine potential grant awardees on a first-come first-served basis of a complete application based on the total amount of funds available.
- o **Fund Grants.** Based on the results of the Request for Proposals for installation of awnings and the total amount of funds available, Consultant shall execute grant agreements to eligible businesses per the Program Guidelines.
- o **Record Keeping.** Consultant shall keep an account of all funds, applications and agreements for future potential audits by City or by City's outside auditors.

Consultant Reports:

Consultant shall provide City a final written report on the Program including:

Program Summary. Summary shall include: (1) number of businesses receiving grants.

Program Detail. Detail shall include a list of all businesses receiving an awning including business location, contact information, type of business, number of employees, style of awning, color of awning, installation date, and amount of grant.

Consultant Compensation:

Milestone #1 At the completion of the program and application development, Consultant shall submit to City a fully delineated invoice in the amount of \$2,000.00. This shall represent the cost to develop the program and application, to bring in the DocuSign program, and internal staff required to oversee these steps.

Milestone #2 Following the two-week long period in which the program will be marketed and the month long period applications for the program will be accepted and reviewed for eligibility, Consultant shall submit to City a fully delineated invoice in the amount of \$7,000.00. This represents the internal costs associated with developing marketing materials, marketing the program, application submission, review, and the provision of dedicated staffing to answer applicant questions.

Milestone #3 At the award of grant funds, Consultant shall submit to City an invoice in the maximum amount of \$2,440 representing applicant awards; invoice shall include awardee names and total award amounts per awardee.

Milestone #4 Upon receipt of final reports to the City, Consultant shall submit to City, a fully delineated invoice in the amount of \$900.00 representing the costs associated with issuing grantee checks, awardee postage and reporting, both to the Internal Revenue Service (IRS) and the City.

Upon receipt, review and approval of invoices, City shall submit to Auditor for payment within 30 days.

CITY RESPONSIBILITY

City shall have the following responsibilities:

Assist with the review of the updated website. Assist with the review of the draft application.

Distribute press release and/or related marketing material for the Program via social media.

Issue Request for Proposals for Awning Engineering Installation based on potential awardees.

Notify Consultant of RFP Results and initiate contract with Awning Contractor based on available funds

Review engineering and inspect awnings

Manage work of Awning Contractor.

END SCOPE OF WORK

EXHIBIT A
CITY OF CORNING
AWNING GRANT PROGRAM GUIDELINES

Program Overview

The City of Corning Awning Grant Program is funded through the American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Fund for the purpose of providing support to businesses impacted by COVID-19. Impacts may include: reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship.

Due to the impacts of the pandemic, many business owners had little opportunity or incentive to invest in the ongoing beautification of their business, resulting in many businesses in need of upgrades to their general appearance. The City of Corning Awning Grant Program will provide a new awning to business owners impacted by COVID-19, thereby enhancing the attractiveness and appeal of the business to potential patrons in downtown Corning on Solano Street between 3rd and 6th Streets and 4th, 5th, and 6th Streets from Solano Street to the alleyways. The program will provide and install a canvas awning to for-profit and non-profit businesses to upgrade and generally improve the appearance of commercial business fronts. Grants will be limited to one grant per business location. Grants are on a first-come first-serve basis. \$250,000 total will be available for the entire Awning Grant program. Grants are considered taxable income and a 1099-MISC will be issued for tax filing purposes. Grantees will be able to choose the color and style of the awning from a select number of choices.

Eligible Uses include but are not limited to the following:

- Fire-Treated and waterproof/resistant Canvas Awnings and canopies
- Color choices: blue, navy blue, black grey, beige/tan, green
- Style choices: Traditional and Quarter round
- Any associated City of Corning permit costs
- Design and Engineering of the awning or canopy

Ineligible Uses include the following activities:

- Light-colored and red awnings are not eligible due to fading that occurs in these colors.
- Any expense that would not be considered an eligible business expense by the IRS rules
- Reimbursement for awnings installed directly by business.
- Any expense incurred prior to March 3, 2021

Eligible business applicants must meet the following criteria:

- For-profit or non-profit 501(c)3 business physically located and operating downtown Corning on Solano Street between 3rd and West Streets and 4th Street between Solano and Yolo streets.
- Demonstrated economic need as a direct result of COVID-19.
- No outstanding local, state, federal tax liens or judgements. This will be verified through a credit check; no minimum credit score required.
- Evidence of a current business license and, if applicable, a Fictitious Business Name Statement.
- Property owners or business owners who own property or who lease property.
- If an applicant is a tenant, a Landlord's Consent must be provided confirming the property owner's approval of the project. A copy of the lease will also be required.
- Not currently debarred by the Federal Government.
- A signed Maintenance and Indemnification Agreement

CITY OF CORNING AWNING GRANT PROGRAM

GRANT APPLICATION

Application Checklist:

The Application is in a “fillable PDF” format which is available offline. Complete, print, sign and scan the original signed application and check the action items below before emailing the documents:

- Application – Signed with Style and Color Choice indicated on Last Page of Application
- Credit Authorization Form – Signed and Returned with Copies of Identification as Noted on Form
- Copy of City of Corning Business License
- Copy of Fictitious Business Name Statement (if applicable)
- Copy of Landlord Consent (if applicable) - signed
- Copy of Lease (if applicable)
- Picture of Location Before Enhancement(s)

Submittal Information:

All requested information **must be received electronically by 5:00 p.m. on September 30, 2022.**

- Applicants must complete the entire application. Incomplete applications will be rejected.
- To ensure that your complete response appears on the printed application, please limit your responses in all fields to the visible space provided. **Do not change font type or size; do not cut and paste your response in the text boxes.** Save this application on your desktop and work off that saved document rather than off the web application version.
- Scan and email the application, including all required attachments, as outlined above to: rrenteria@3coreedc.org. The receipt of your application will be confirmed via email.

CITY OF CORNING AWNING GRANT PROGRAM

GRANT APPLICATION

Business Information

Legal Business Name:

Business Federal Tax ID Number:

Business Trade Name (if different):

Business Street Address:

Business Mailing Address (if different):

Business Phone Number:

Business Email Address:

Primary Business Owner Name:

Primary Business Owner Mailing Address:

Primary Business Owner Email Address:

Date Business Established:

Do you own or lease the location in which your business is located? Own Lease

Is the building considered to have historic value? Yes No

List names and ownership interest of all other business owners with 20% or more ownership (attach additional sheet if necessary):

Name	Ownership %

Type of Business Entity

Corporation Limited Liability Partnership Sole Proprietorship

Industry and Primary Business Activity (please select one)

Restaurant/Food Service

Automobile/Equipment Vehicle

Retail Sales/Entertainment

Bar

Healthcare Services

Personal Care Services (body art, salon, etc.)

Professional Services

Other:

CITY OF CORNING AWNING GRANT PROGRAM

GRANT APPLICATION

Please provide a narrative statement demonstrating economic need as a direct result of COVID-19 (i.e., Due to the impacts of the pandemic building/business owner had little opportunity or incentive to invest in the ongoing beautification of their business, resulting in the inability to invest in exterior building enhancement such as is proposed under this funding opportunity):

By signing your name below:

You understand that reimbursement for awnings installed directly by a business is ineligible.

You certify that you are authorized to sign on behalf of all owners listed in this application.

You are declaring under penalty of perjury, that the foregoing is true and correct.

You acknowledge that a review of all publicly available information will be made to determine if this grant would constitute a duplication of benefits under Federal guidelines. Any grant funds received under the program that are later determined to be a duplication of benefits may require re-payment of the grant to the City of Corning. The City of Corning and its program operator understand and support the public's right to access public records. Certain information submitted through this application is public record and may be subject to disclosure under the California Public Records Act (PRA). In addition, the City of Corning and its program operator may determine in their sole discretion whether information submitted through this application is subject to disclosure under the PRA or through another legal process.

Applicant's Name (Printed):

Applicant's Signature:

Date:

If you have any questions regarding this application please contact 3CORE associate Rosalia Renteria at: 2515 Ceanothus Avenue; Suite 105, Chico, CA 95926 - 530-893-8732 x210 or rrenteria@3coreedc.org

CITY OF CORNING AWNING GRANT PROGRAM

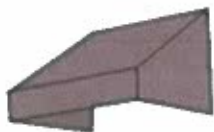
GRANT APPLICATION

Proposed Awning Enhancement:

Fire-treated and waterproof/resistant canvas awnings are available in the following colors and styles. Check the desired color and style:

Style:

Traditional/Standard



Standard

Quarter round



Quarter Round

Color choices:

Blue

Navy blue

Black

Grey,

Beige/tan

Forest green

Light-colored and red awnings are not eligible due to fading that occurs in these colors.

CITY OF CORNING AWNING PROGRAM

GRANT AGREEMENT

Grant Agreement

The City of Corning Awning Grant Program ("the Program"), is funded through the American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Fund received by the City of Corning for the purpose of providing support to businesses impacted by COVID-19. This Agreement is between 3CORE ("Program Operator") and _____ ("the Grantee"), owner of (insert name of business) located at (insert business location). The Program Operator has reviewed the application Grantee submitted for funding and has determined that Grantee is eligible for funding based upon the eligibility criteria and the information provided by Grantee. The Program Operator is authorized to reserve the grant amount stated below for a period of time of up to six months from the date of execution of this Agreement.

Terms.

Subject to the terms and conditions of the Program, the City of Corning agrees to pay to authorized vendor of exterior awning the sum of \$ _____ subject to the following:

Certification. *(must initial statement)*

Grantee certifies that 1) they are applying for a small business grant through the Program; 2) they understand there is only one grant allowable per business location; 3) they understand that any grant award received may be considered taxable income, and as a result, a 1099-MISC will be issued for tax filing purposes, and they understand that it is their responsibility to determine any final tax applicability; 4) they are a for-profit or 501 (c)(3) business physically located and operating in the City of Corning with a demonstrated economic need as a direct result of COVID-19; 5) they are authorized to sign on behalf of all owners listed in this application; 6) they are a property owner or business owner who owns property or leases property within the City of Corning; and 7) they meet all of the Program requirements.

Acknowledgements. *(must initial each statement)*

Grantee acknowledges that once grants are awarded and Grantee is notified, all funding decisions are final.

Grantee acknowledges that the City of Corning and Program Operator understand and support the public's right to access public records. Certain information submitted through this application is a public record and may be subject to disclosure under the California Public Records Act (PRA).

Attestations. *(must initial each statement)*

CITY OF CORNING AWNING PROGRAM

GRANT AGREEMENT

Grantee hereby attests that no other support, either public or private, has or will be received to cover any of the expenses presented in the Program application.

Grantee hereby attests that they are not subject to backup withholding.

Grantee hereby attests that (insert name of business) has been impacted by COVID-19. Impacts may include: reduction in revenues, increase in operating costs related to implementing COVID-19 prevention or mitigation tactics or due to other operating cost increases experienced during the pandemic, business disruption or closure, event cancellation, and/or other similar circumstances during the pandemic that created a financial hardship.

Grantee hereby attests that they have no outstanding local, state, federal tax liens nor judgements.

Grantee hereby attests that there has been no duplication of benefits with other Federal programs intended to reimburse for the same costs/losses including business interruption insurance.

Grantee hereby attests that their small business or 501 (c)(3) organization is in good standing and operates within the City of Corning.

Grantee declares under penalty of perjury that the information provided with this application is true and correct.

Grantee:

Signature:

Date:

Program Operator:

Signature:

Date:

CITY OF CORNING AWNING PROGRAM

GRANT AGREEMENT

INDEMNIFICATION AND MAINTENANCE AGREEMENT

City of Corning Awning Grant Program

THIS INDEMNIFICATION AND MAINTENANCE AGREEMENT (this "Agreement") is made as of this ____ day of August 2022, ("Effective Date") by and between the City of Corning, a municipal corporation ("City") and _____ ("Owner") with reference to the following facts. City and Owner may collectively be referred to as the "Parties."

RECITALS

- A. Owner is the business owner operating out of the property located at _____ ("Property"), which is within the city limits of City.
- B. City has created the City of Corning Awning Grant Program ("Program") with funds received through the American Plan Act of 2021 Coronavirus Local Fiscal Recovery Fund, which is intended to provide support for businesses impacted by COVID-19.
- C. The Program is being operated by 3CORE, the Program Operator. The Program Operator has determined that Owner is eligible for funding from the Program and, through a separate agreement, have outlined the terms of receiving the grant funds.
- D. In addition to the terms set forth in the grant agreement between Owner and 3CORE, Owner agrees to maintain the exterior awning purchased with the grant funds and indemnify the City for any liability arising in connection with the awning installation and/or maintenance, as well as the other provisions included with this Agreement.

AGREEMENT

NOW, THEREFORE, Owner and City, for good and valuable consideration agree as follows:

1. Owner agrees that they will maintain the awning obtained through the Program and keep it in good repair during the period of time that Owner remains in possession and control of the Property. This includes, but is not limited to, periodic cleanings of the awning with appropriate materials, and repairs made by a licensed contractor. In no event, will Owner permit the exterior awning to be deemed a public nuisance as set forth in Chapter 8.08 of the Corning Municipal Code.
2. To the fullest extent permitted by law, Owner agrees to indemnify, defend (with counsel approved by City) and hold City, its council members, officers, officials, employees and agents, harmless from any and all claims made against City or any liability, loss or damage suffered by City of any kind or nature, including but not limited to, attorneys' fees, arising from or relating to the funds received from the Program except to the extent caused by the sole negligence or willful misconduct of City. The Parties agree that this is not considered a public works project triggering the prevailing wage requirement. However, in the case that the work contemplated under this

CITY OF CORNING AWNING PROGRAM

GRANT AGREEMENT

Agreement is later determined to be prevailing wage, Owner agrees to fully indemnify and hold City harmless from any and all liability resulting from that determination as set forth in this section.

3. Owner agrees that the obligations under this Agreement shall be continuing and irrevocable. No modification or waiver of any provision of this Agreement shall be binding upon the City unless such modification or waiver shall be in writing and signed by an authorized officer of the City.

4. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

5. If either party is required to utilize the services of an attorney in order to enforce this Agreement, the non-prevailing party will pay any attorney's fees and costs incurred by the prevailing party.

6. Any costs or attorney's fees incurred by the City as prevailing party pursuant to this Agreement shall become a lien and a special assessment against the Property.

7. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as the first date written above.

OWNER:

[NAME]

By: _____

[Name, Title]

CITY:

CITY OF CORNING

By: _____

Kristina Miller, City Manager

ATTEST:

By: _____

Lisa Linnet, City Clerk

CITY OF CORNING AWNING PROGRAM

GRANT AGREEMENT

Supplemental Information Required:

- Grant Agreement – Signed
- Indemnification and Maintenance Agreement -Signed
- W-9 - Signed
- Picture of Location After Enhancement(s)
- Copies of Receipt(s) from the City for any Permit Related Expenses

Submittal Information:

All requested information **must be received electronically prior to a Building Enhancement Grant being funded.**

- Scan and email the Grant Agreement, including all required attachments, as outlined above to: rrenteria@3coreedc.org. The receipt of your submittal will be confirmed via email.

**ITEM NO.: J-20
AWARD GRANT
ADMINISTRATION SERVICES
AGREEMENT EXTENSION TO
HOUSINGTOOLS**

August 23, 2022

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER**

BACKGROUND:

The current agreement between the City of Corning and Housing Tools for Grant Writing and Administration Services allows for two one-year extensions by mutual agreement of the parties. Housing Tools agreed to a one-year extension at the current contracted rate of services. The proposed First Amendment to the Agreement between the City of Corning allows for a one-year extension and an additional one-year extension by agreement of Housing Tools and the City Manager. If the extension to the existing agreement is approved by the City Council, City staff will authorize a scope of work with Housing Tools for Proposition 68 Park Development and Community Revitalization grant administration services for a cost not to exceed \$30,000.

The City issued a Request for Proposals for grant writing and administration services in 2019, whereby Housing Tools was awarded the bid.

FINANCIAL:

As part of the FY 2022-2023 budget process the City Council authorized \$30,000 in grant consulting services due to the number of COVID-related and competitive grants received and FEMA reporting requirements.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **APPROVE THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF CORNING AND HOUSING TOOLS;**
- **AUTHORIZE THE CITY MANAGER TO INITIATE A SCOPE OF WORK FOR PROPOSITION 68 GRANT ADMINISTRATION SERVICES NOT TO EXCEED \$30,000;**
- **ALLOCATE \$30,000 FROM GENERAL FUND RESERVES; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE ALL ASSOCIATED AGREEMENTS.**

FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF CORNING AND HOUSING TOOLS

This First Amendment to the Agreement for Grant Writing Consulting Services dated January 4, 2019 ("First Amendment") is entered into on August 23, 2022 by and between the City of Corning, a municipal corporation ("City"), and Housing Tools ("Contractor"). City and Contractor may collectively be referred to as the "Parties."

RECITALS

- A. On January 4, 2022, City and Contractor entered into an agreement for Contractor to provide grant writing consulting services to City (the "Original Contract"). This First Amendment and the Original Contract may collectively be referred to as the "Agreement."
- B. The term of the Original Contract was three years, from January 4, 2019 through January 3, 2022.
- C. The Parties seek to amend the Original Contract through this First Amendment to extend the term of the Agreement an additional two years as permitted pursuant to Section 5 of the Original Contract.

AGREEMENT

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

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. The Parties seek to amend the terms set forth in Section 5 of the Original Contract to repeal the current language and replace it with the following:
"This Agreement shall be extended an additional one (1) year, beginning with the date of signing of the First Amendment, unless terminated in accordance with Section 6 below. Upon mutual agreement of the parties, this Agreement may be extended for an additional (1), one-year period of time with City Manager approval."
- 3. Confirmation of Other Terms. All of the terms and conditions from the Original Contract not specifically modified or amended by this First Amendment shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereby have executed this Second Amendment effective on August 23, 2022.

CITY OF CORNING

HOUSINGTOOLS

Kristina Miller, City Manager
Housing Tools

James Cole, Principal,

ATTEST

Lisa M. Linnet, City Clerk
City of Corning