



**CITY OF CORNING
SPECIAL CITY COUNCIL MEETING AGENDA
MONDAY, SEPTEMBER 28, 2020
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

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

A. CALL TO ORDER: 5:30 P.M.

B. ROLL CALL:

Council:

**Robert Snow
Jose "Chuy" Valerio
Dave Demo
Karen Burnett
Douglas Hatley Jr.**

Mayor:

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

- 1. Approve the City of Corning Small Business Grant Program Guidelines, the Professional Services Agreement with 3CORE for administration of the Grant Program, and the associated Agreement Scope of Work.**
- 2. Discuss and select the location for one of the two Prop. 68 Park Development Grant Applications.**

E. ADJOURN:

POSTED: FRIDAY SEPTEMBER 25, 2020

**ITEM NO.: D-1
APPROVE PROFESSIONAL SERVICES
AGREEMENT WITH 3CORE FOR
ADMINISTRATION OF THE CITY'S
SMALL BUSINESS GRANT PROGRAM
AND GUIDELINES**

September 28, 2020

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

BACKGROUND:

At the September 8th City Council meeting, the City Council directed Staff to utilize the City's full allotment of CARES Act Coronavirus Relief Funds in the amount of \$94,085 to develop and administer a Small Business Micro Grant Program for those businesses within the City that have been impacted by COVID-19.

AGREEMENT & PROGRAM GUIDELINES:

3CORE has the ability and has agreed to administer the City of Corning's Small Business Grant Program at a relatively low cost; in total the contract, if approved, is not to exceed \$6,215. 3CORE will need approximately two weeks to develop the website. The City will notify businesses of the grant program through the Corning Chamber of Commerce, City social media and City websites, and through a press release in the Corning Observer. The Butte County SBDC will be able to assist businesses in the submittal of the application. Grant applications will be accepted from tentatively October 12 at 8:00 AM – October 26, 2020 at 5:00 PM. Priority 1 and Priority 2 businesses would be notified by 3CORE on approximately October 29, 2020 of their status and be advised they have two weeks to provide the remaining information. 3CORE will provide the City with a list of all businesses receiving grant funding and the respective dollar amounts. The City will issue checks and IRS form 1099's to the businesses that were selected.

This Program will provide grants to businesses based on a Priority and random lottery basis. Businesses with ten (10) or fewer full time equivalent (FTE) employees are eligible to apply. The fund amounts awarded will be determined according to which of the three Priorities (1 through 3) that the applicant falls within. The Priority criteria is as follows:

- **Priority 1:** Family entertainment businesses where their primary purpose is indoor recreation and have been closed down for 5 or more months are eligible for up to \$20,000.
- **Priority 2:** Any businesses that have been closed down for at least one month or restaurants and hotels with revenue losses of 50% or greater are eligible for up to \$5,000. These businesses include the following industries:
 - Nail salons
 - Hair salons
 - Bars
 - Tattoo and Piercing Parlors
 - Estheticians/Massage Therapy
 - Non-essential Retail (clothing, gift shops, and non-food retail)
 - Non-essential Day Care/Preschools (excluding home-based day care and preschools)
 - Pet Grooming
 - Landscapers
 - Gyms and Fitness Centers
 - Restaurants with revenue losses of 50% or greater
 - Ag-based retail and manufacturing
 - Hotels with revenue losses of 50% or greater

- Priority 3: Businesses with costs associated with the impacts of business closures, costs associated with adherence to local requirements for safe business re-openings, or financial impacts due to loss of sales as a result of COVID-19 are eligible for up to \$1,500. These businesses include the following industries:
 - Auto Repair
 - Delivery Service
 - Contractors
 - Grocery Stores
 - Essential Retail (Hardware stores, Laundromats, and Convenience stores)
 - Medical Offices and Pharmacies
 - Janitorial Services
 - Office-based businesses (excluding home-based office)
 - Auto and Fuel Sales
 - Storage units

A lottery for Priority 1 businesses will be conducted first; any remaining funds after the Priority 1 lottery will be available for the Priority 2 lottery; should there then be any remaining funds after it will be distributed to applicants in the Priority 3 lottery. The total amount for the grant program is \$87,820. This amount will support approximately 15 small business grants (assuming all businesses apply for the maximum amounts allowed) for companies located and operating within the City of Corning.

Eligible Uses:

Grant funds may be used for economic support to businesses in order to assist with direct costs incurred as a result of COVID-19 as outlined in the attached guidelines.

Program Eligibility & Process:

- Grants shall be limited to only "Profit Businesses" physically located within the City with a demonstrated economic need as a direct result of COVID-19.
- Limited to only one grant per business entity.
- Businesses must have 10 full time (FTE) equivalent employees or less. Self-employed business owners are eligible. (see attached guidelines for further breakdown.)
- Business applicants who have been approved for or have received disaster relief funding such as Paycheck Protection Program and Small Business Administration (SBA) Economic Injury Disaster Loans are eligible only if the amount received is less than the documented financial need of the business (financial information to be included in the application and verified with follow-up documentation).
- Home-based businesses, banks, multi-family housing, and car transporting businesses are not eligible to apply.
- Sole proprietors who received unemployment or other State assistance are eligible only if the amount received is less than the documented financial need of the business (financial information to be included in the application and verified with follow-up documentation).
- Applicant must have no outstanding local, State, or Federal tax liens nor judgements. If this is applicable, business must upload documentation of their current payment plan.
- Applicants must have no bankruptcies within the last three years; bankruptcies must have a discharge date dating back at least (3) years at time of grant application. Verified through credit check.
- It must be demonstrated and certified that the business applicant has been operating for at least one year prior to March 15, 2020. Accepted documentation includes: 1 year of Federal Business Tax Returns or Fictitious Business Name Statement filed prior to March 15, 2019. **Note: If a business was purchased after March 15, 2019, but the business was operating prior to March 15, 2019, the new business owner is eligible to apply if they can show a need based on impacts from COVID-19.**

- Applicants must provide financial statements and business plan summary to show impact from COVID-19 business closures and/or business modifications, and pro-active planning for the coming year, including how grant funds will be expended by December 30, 2020.
- Applicants must show evidence of a current City of Corning Business License.
- Applicant must attest to the fact that they will adhere to the Federal, State, and Local guidance related to COVID-19.
- Applicants must attest that grant funds will be utilized for expenditures directly related to impacts from COVID-19, and that all grant funds will be fully expended prior to December 30, 2020.
- Applicants will be accepted electronically during a 2-week period of time.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- 1. APPROVE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT WITH 3CORE IN THE AMOUNT NOT TO EXCEED \$6,215.; AND**
- 2. APPROVE THE CITY'S SMALL BUSINESS GRANT PROGRAM AND PROGRAM GUIDELINES**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 28th day of September 2020, 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 Small Business Grant Program. See Attachment "I" entitled Scope of Work and Exhibit "A" entitled "The City of Corning Small Business Grant Program Guidelines".

This Agreement does not obligate the City to utilize Consultant exclusively for these services, and the City reserves the right to select other consultants for these services based on City need. City guarantees no level of work to be directed to Consultant.

2. **City Assistance.** In order to assist Consultant in this work, the City shall provide, if necessary, documents available to the City, and access to any sites as needed for sampling, as related to individual work authorizations.

3. **Term.** The term of the Agreement shall be from September 28, 2020 - December 30, 2020.

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 his/her/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 insures 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-Consultant s.** Consultant shall include all sub-Consultant s as insured under its policies or shall furnish separate certificates and endorsements for each sub-Consultant. All coverages for sub-Consultant s 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**

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 Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") to help protect and provide fast and direct economic assistance for American workers, families, and small businesses. The City of Corning Small Business Grant Program is funded through the CARES Act Coronavirus Relief Fund to support small businesses impacted by COVID-19.

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

CONSULTANT RESPONSIBILITIES:

Consultant shall complete the following tasks:

- **Small Business Grant Program (Program):**
 - **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.
 - **Website Development.** Develop a secure website to receive on-line grant applications. Website shall provide: Program information, downloadable fillable form application, the ability to securely upload supporting documentation, and allow for referrals to other business service providers directly through the website. Consultant shall submit the website to City for approval.
 - **Application Development.** Consultant shall develop the on-line application tool based on the Program Guidelines, Exhibit "A", and submit to the City for approval.
 - **Accept Application.** All applications for the Program shall be routed to the Consultant. Consultant shall accept applications during a widely advertised two-week period.
 - **Determine Potential Grant Awardees.** On a lottery basis, the Consultant shall determine potential grant awardees provided based on the allocation method noted in Program Guidelines Exhibit "A".
 - **Evaluate Applications.** Consultant shall then evaluate the applications and determine final eligibility based on the Program Guidelines Exhibit "A". If any potential awardees are determined ineligible, the Consultant shall choose a replacement awardee from the original lottery pool.
 - **Fund Grants.** Consultant shall prepare and provide information on successful eligible businesses and forward information to the City to fund grants.
 - **Record Keeping.** Consultant shall keep an account of all applications and forward to City for final record keeping.

CONSULTANT REPORTS:

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

- **Program Summary.** Summary shall include: (1) Number of businesses receiving grants and value of grants provided, and (2) Number of outside referrals to business service partners.
- **Program Detail.** Detail shall include a list of all businesses receiving funding including: Business location, contact information, type of business, number of employees, and amount of grant.

CONSULTANT COMPENSATION:

Consultant shall submit two invoices as follows:

- 1) At the completion of the website development, an invoice for \$1,815.00.
- 2) At the completion of the 2-week application period, an invoice for \$4,400.00.

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

Contract maximum shall not exceed a fixed price of \$6,215.00.

CITY RESPONSIBILITY:

City shall have the following responsibilities:

- Assist with the review of the draft website.
- Assist with the review of the draft application.
- Develop press release(s) and/or related marketing material for the Program.
- Distribute press release(s) and/or related marketing material for the Program.
- City shall execute grant agreements and fund eligible businesses per the City approved Program Guidelines Exhibit "A" with the list of successful grant applicants provided by Consultant.
- City shall maintain an account of all funds, applications, and disbursements made under this program.

Exhibit A

The City of Corning Small Business Grant Program Guidelines

Program Summary:

The City of Corning Small Business Grant Program is funded through the CARES Act Coronavirus Relief Funds to support small businesses impacted by COVID-19. The City of Corning Small Business Grant Program will provide grants to businesses based on a Priority and lottery basis. Businesses with ten (10) or fewer full time equivalent (FTE) employees are eligible to apply. Businesses will be chosen to receive the grant funds on a lottery basis, within the following prioritization:

- **Priority 1: Family entertainment businesses where their primary purpose is indoor recreation and have been closed down for 5 or more months are eligible for up to \$20,000.**
- **Priority 2: Any businesses that have been closed down for at least one month or restaurants and hotels with revenue losses of 50% or greater are eligible for up to \$5,000. These businesses include the following industries:**
 - Nail salons
 - Hair salons
 - Bars
 - Tattoo and Piercing Parlors
 - Estheticians/Massage Therapy
 - Non-essential Retail (clothing, gift shops, and non-food retail)
 - Non-essential Day Care/Preschools (excluding home-based day care and preschools)
 - Pet Grooming
 - Landscapers
 - Gyms and Fitness Centers
 - Restaurants with revenue losses of 50% or greater
 - Ag-based retail and manufacturing
 - Hotels with revenue losses of 50% or greater
- **Priority 3: Businesses with costs associated with the impacts of business closures, costs associated with adherence to local requirements for safe business re-openings, or financial impacts due to loss of sales as a result of COVID-19 are eligible for up to \$1,500. These businesses include the following industries:**
 - Auto Repair
 - Delivery Service
 - Contractors
 - Grocery Stores
 - Essential Retail (Hardware stores, Laundromats, and Convenience stores)
 - Medical Offices and Pharmacies
 - Janitorial Services
 - Office-based businesses (excluding home-based office)
 - Auto and Fuel Sales
 - Storage units

A lottery for Priority 1 businesses will be conducted first. Any remaining funds after the Priority 1 lottery will be available for the Priority 2 lottery. Any remaining funds after the Priority 2 lottery will be available for the Priority 3 lottery. The total amount for the grant program is \$87,820. This amount will support approximately 15 small business grants for companies located and operating within the City of Corning.

Eligible Uses:

Grant funds may be used for economic support to businesses in order to assist with direct costs incurred as a result of COVID-19 including:

- Costs associated with the impacts of business closures,
- Costs associated with adherence to local requirements for safe business re-openings, and
- Financial impacts due to loss of sales as a result of COVID-19.

Program Eligibility and Process:

- Applicants shall be for-profit businesses physically located and operating in the City of Corning with a demonstrated economic need as a direct result of COVID-19.
- Grants will be limited to one grant per business entity.
- Businesses must have 10 full time equivalent employees (FTE) or less. Self-employed business owners are eligible (40 hour per week equals 1.0 FTE; a part-time employee working 20 hours per week equals 0.5 FTE).
- Business applicants who have been approved for or have received disaster relief funding such as Paycheck Protection Program and Small Business Administration (SBA) Economic Injury Disaster Loans are eligible only if the amount received is less than the documented financial need of the business (financial information to be included in the application and verified with follow-up documentation).
- Home-based businesses, banks, multi-family housing, and car transporting businesses are not eligible to apply.
- Sole proprietors who received unemployment or other State assistance are eligible only if the amount received is less than the documented financial need of the business (financial information to be included in the application and verified with follow-up documentation).
- Business applicant must have no outstanding local, state, federal tax liens nor judgements. If this is applicable, business must upload documentation of their current payment plan.
- Applicants must have no bankruptcies within the last three years; bankruptcies must have a discharge date dating back at least (3) years at time of grant application. Verified through credit check. No minimum credit score required.
- It must be demonstrated and certified that the business applicant has been operating for at least one year prior to March 15, 2020. Accepted documentation includes: 1 year of Federal Business Tax Returns or Fictitious Business Name Statement filed prior to March 15, 2019.

Note: If a business was purchased after March 15, 2019, but the business was operating prior to March 15, 2019, the new business owner is eligible to apply if they can show a need based on impacts from COVID-19.

- Applicants must provide financial statements and business plan summary to show impact from COVID-19 business closures and/or business modifications, and pro-active planning for the coming year, including how grant funds will be expended by December 30, 2020.
- Applicants must show evidence of a current City of Corning Business License.
- Applicants must attest to the fact that they will adhere to the Federal, State, and Local guidance related to COVID-19.
- Applicants must attest that grant funds will be utilized for expenditures directly related to impacts from COVID-19, and that all grant funds will be fully expended prior to December 30, 2020,
- Applications will be accepted electronically during a 2-week period of time.

**ITEM NO.: D-2
CHOOSE A PARK FOR THE
PROPOSITION 68 STATEWIDE PARK
DEVELOPMENT AND COMMUNITY
REVITALIZATION GRANT, AND
ADOPT RESOLUTION 09-29-2020
AUTHORIZING SUBMITAL OF THE
GRANT APPLICATION**

September 28, 2020

**TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
CHRISTINA MEEDS, PLANNER /RECREATION COORDINATOR**

BACKGROUND:

City Staff is seeking Council's authorization to apply for the Round 4 Prop 68 Statewide Park Development and Community Revitalization Program Grant Funds. This is a competitive grant awarded through the California Department of Parks and Recreation. The minimum award amount is \$200,000 and the maximum award amount is up to 8.5 million dollars with no required grant match. The Grant by itself may fund the entire Project. This grant can be awarded for the creation of new parks, the expansion of an existing park, or the revitalization/ renovation of an existing Park. The creation of a new park or renovation of an existing park must also include a recreation feature(s). These can include a community recreation center (only if it will be in or adjacent to a park), city plaza, splash pad, outdoor exercise stations, playground, adaptive play structures, pump track, dog park, etc. The grant application is due December 14, 2020. If funded, projects must be completed by March 2025, with final payment requests submitted by June 30, 2025.

This Program will award grants on a competitive basis for the creation of new parks and new recreation opportunities in proximity to the most critically underserved communities across California. The creation of new parks in neighborhoods will be given priority. These projects will benefit the health of families, youth, senior citizens, and other population groups by meeting their recreational, cultural, social, educational, and environmental needs. More than one application can be submitted in each jurisdiction. City staff propose to submit two applications. While I foresee, the recreation features within each application being similar (recreation center, splash pad), there likely would also be differences.

In 2008, the City of Corning applied for and was funded under a similar grant to build Corning Community Park and Skate Park.

To be competitive the City must hold at least five public meetings for the public to choose recreational features to be included and their respective location within the Park. To start the discussion, the City must choose a Park. For a project site to be eligible, the site can have no more than three (3) acres of park space per 1,000 residents or the community cannot have a median household income greater than \$56,982. To be competitive:

1. The lower the ratio of park acreage per 1,000 residents the more competitive the application will be as compared with all applications; up to 15 points;
2. The lower the median household income, the more competitive the application will be as compared with all applications; up to 11 points;
3. The highest number of people living in poverty as compared with all applications; up to 5 points. (Since we are not a densely populated community, we likely will not score high in this category); and

4. New Parks receive 10 points, expansion of an existing park receives 8 points, the renovation of an existing park receives 7 or 6 points.

Other criterion will allow the City to be more competitive. These criterion are within our control, such as environmental design, employment or volunteer opportunities, drought tolerant landscaping, community-based planning, partnerships and committed funding, need, environmentally friendly design, and public use fees, community economic challenges, project readiness, project benefits, and hours of operation.

There are three locations where the City would be competitive as indicated in the table below:

| Proposed Location | Size of Park | Median Household Income | Number of People in Poverty | Ratio of Park Acreage Per 1,000 residents |
|--|--------------|-------------------------|-----------------------------|---|
| Edith Ave & Blackburn | 4.790 | \$45,322.00 | 813 | 0.33 |
| Between Divisadero and McLane (next to Corning Garden Apts.) | 5.98 | \$37,785 | 559 | 0.55 |
| South eastside of Toomes and Blackburn | 10.17 | \$44,477 | 778 | 1.08 |

Each location has benefits and drawbacks. A non-exhaustive list for each location is provided below:

EDITH & BLACKBURN:

Benefits:

- Expansion of an Existing Park
- Close to Woodson School, Spring Mountain and Salado Orchards;
- Proximity to low-income housing would be appealing to grant funders
- Renovation of Children's Park would be appealing to grant funders as it is currently in poor condition
- Would fill-in a vacant lot.
- Lowest ratio of park acreage per 1,000 residents;
- Highest Number of People in Poverty

Drawbacks:

- Some recreation features included in the prior application may be less than desirable in a residential neighborhood (e.g. City Plaza).
- Not centrally located.

TOOMES & BLACKBURN:

Benefits:

- New Park
- Close to Woodson School & Salado Orchard Apartments.
- Adequate acreage for multiple recreation features.

Drawbacks:

- May be purchased for development prior to City having the opportunity to purchase. Staff are aware of a lot of interest in this parcel.
- Some recreation features included in the prior application may be less than desirable in a residential neighborhood (e.g. City Plaza).
- Not centrally located.

- Of the three locations, has the highest park acreage per 1,000 residents making it less competitive.

WEST OF CORNING GARDEN APARTMENTS

BENEFITS:

- New Park.
- Adequate acreage for multiple recreation features.
- Median household income the lowest of the three sites.
- Park acreage per 1,000 resident low.
- Close to Corning High School.
- Walking distance from Maywood Middle School and Olive View Elementary School.

Drawbacks:

- Some recreation features included in the prior application may be less than desirable in a residential neighborhood (e.g. City Plaza).
- Not centrally located.
Would likely need to pave Divisadero between Marguerite and Fripp Avenues.

Staff will present maps of each location during the City Council meeting.

FINANCIAL:

City Staff will internally develop the application with reviewal by Housing Tools, the City's grant writing Consultant. The City will experience additional costs for Housing Tools to review the application and for the City Engineer to produce an engineer's estimate. It is estimated these costs will be less than \$10,000.00. If the City chose not to apply, it would lose out on an opportunity to significantly improve or create new recreational features within the City that would otherwise go unfunded.

RECOMMENDATION:

MAYOR AND COUNCIL:

- A. CHOOSE A PARK FOR THE PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION GRANT APPICATION**
- B. ADOPT RESOLUTION 09-28-2020-01, A RESOLUTION AUTHORIZING THE SUBMITAL OF THE PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION GRANT APPLICATION**

RESOLUTION 09-28-2020-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by Resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Corning hereby: **APPROVES THE FILING OF AN APPLICATION FOR THE PROPOSITION 68 STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION GRANT; AND**

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable Federal, State, and local laws, ordinances, rules, regulations, and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Approved and adopted the **28th** day of **September 2020**. I, the undersigned, hereby certify that the foregoing Resolution Number **09-28-2020-01** was duly adopted by the **City Council of the City of Corning** following a roll call vote:

AYES:

OPPOSED:

ABSENT:

ABSTAIN:

Doug Hatley Jr., Mayor

ATTEST:

Lisa M. Linnet, City Clerk