



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, APRIL 9, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

B. ROLL CALL:

Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Mayor: Robert Snow

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

D. INVOCATION: Led by Councilor Hargens

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. **PROCLAMATION: Public Safety Telecommunicators Week, April 14, 2024 through April 20, 2024.** Present to accept the Proclamation will be Ashley Knight from the Corning Police Dispatch Center and Daymon Schlereth from the Corning Fire Dispatch Center.
2. **PROCLAMATION: Child Abuse Prevention Month.** Present to accept the Proclamation will be Andrea Martin, Child Abuse Prevention Coordinator for Tehama County.
3. **PROCLAMATION: April 2024 Sexual Assault Awareness (SAMM) Month.** Present to accept the Proclamation will be Susan Reyes, Empower Tehama Bilingual Legal Advocate.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

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.

4. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
5. **Waive the reading and approve the Minutes of the March 26, 2024 City Council Regular Meeting with any necessary corrections.**
6. **April 4, 2024 Claim Warrant in the amount of \$896,147.99.**
7. **April 4, 2024 Business License Report.**
8. **March 2024 Wages & Salaries: \$407,112.94.**
9. **March 2024 Treasurer's Report.**
10. **March 2024 Building Permit Valuation Report in the amount of \$1,175.196.**
11. **March 2024 City of Corning Wastewater Operations Summary Report.**
12. **Authorize flying the Children's Memorial Flag at City Hall starting on Friday, April 26th through Monday, April 29th.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

13. **Public Hearing: Adopt Resolution 04-09-2024-01 and approve Tentative Tract Map 24-1001; Shaan Estates, to create 12 single-family residential parcels in an R-1 Zoning District. Approximately 2.74 acres located on the north side of Blackburn Avenue and approximately 140 feet east of Marguerite Avenue. APN: 75-310-42. Applicant: Hirday Singh.**

J. REGULAR AGENDA:

14. **Approve Professional Services Contract with SHN Consulting Engineers and Geologists, Inc. for Professional Planning Services.**
15. **Approve Agreement with T-Mobile West, LLC for ground lease space at the Clark Park Telecommunications Tower Site.**
16. **Adopt Resolution No. 04-09-2024-02 calling for a Ballot Measure changing the offices of the City Clerk and City Treasurer from elected positions to appointed at the election to be held on November 5, 2024.**
17. **Review and provide Staff direction regarding Palm Tree landscape design options for the Corning City Plaza and Recreation Center Project.**

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:

Lomeli:

Hargens:

Valerio:

Snow:

N. ADJOURNMENT:

POSTED: FRIDAY, APRIL 5, 2024

PROCLAMATION
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
APRIL 14, 2024 THROUGH APRIL 20, 2024

WHEREAS emergencies can occur in the City of Corning at any time that require police and fire services; and,

WHEREAS, when these emergencies occur, the prompt response of Law Enforcement Officers and Firefighters is critical to the protection of life and property; and,

WHEREAS the safety of our Law Enforcement Officers and Firefighters is dependent upon the quality and accuracy of the information obtained from citizens using 9-1-1; and,

WHEREAS the City of Corning Dispatchers are the critical first line of contact for citizens who need emergency services; and,

WHEREAS City of Corning Dispatchers are the vital link for Police Officers and Firefighters by monitoring their activities by radio, providing them information, and insuring their safety; and,

WHEREAS, each City of Corning Dispatcher has exhibited compassion, understanding, and professionalism during the performance of their duties in the past year;

NOW, THEREFORE, I, ROBERT SNOW, AS MAYOR OF THE CITY OF CORNING, DECLARE THE WEEK OF APRIL 14, 2024 THROUGH APRIL 20, 2024 AS NATIONAL TELECOMMUNICATORS WEEK IN THE CITY OF CORNING in honor of the men and women whose diligence and professionalism help keep our City and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 9th day of April 2024

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

PROCLAMATION
APRIL 2024
AS
“CHILD ABUSE PREVENTION MONTH”

WHEREAS child abuse is a devastating problem; in 2022 there were 54,515 children with substantiated allegations of abuse or neglect in the State, of those 190 were from Tehama County. Based on data available from the California Department of Social Services and the California Child Welfare Indicators Project, 121 children died due to abuse or neglect in California in 2022.

WHEREAS child abuse and neglect can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of such abuse which create serious problems affecting every segment of our community; finding solutions to this problem requires input and action from everyone.

WHEREAS protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children. Effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, educational and healthcare personnel, the community, faith-based organizations, businesses, law enforcement agencies, and families.

WHEREAS our children are our most valuable resource, they will shape the future of Corning and Tehama County, and as such communities must make every effort to promote programs and activities that create strong, thriving children and families; and

WHEREAS we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS Tehama County 4 Kids (Child Abuse Prevention Council) calls on Tehama County communities to support our families and acknowledge that prevention remains the best defense for our children and families.

NOW, THEREFORE, I, Robert Snow, as Mayor of the City of Corning do hereby proclaim April 2024 as NATIONAL CHILD ABUSE PREVENTION MONTH in the City of Corning. I urge all citizens to recognize this month by dedicating themselves to the task of improving the quality of life for all children and families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 9th day of April 2024.

Robert Snow., Mayor

ATTEST:

Lisa M. Linnet, City Clerk

PROCLAMATION
APRIL 2024
SEXUAL ASSAULT AWARENESS (SAAM) MONTH

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community.

WHEREAS rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women, and one in thirty-three men will be raped at some point in their lives.

WHEREAS child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience sexual assault before age eighteen.

WHEREAS we must work together to build online communities free from sexual harassment, abuse, and assault by practicing digital consent, intervening when we see harmful behaviors, and promoting online communities that value inclusion, safety, and respect.

WHEREAS prevention is possible when everyone gets involved. The first step is increasing education, awareness, and community involvement. It's time for all of us to take action to create a safer environment for all.

NOW, THEREFORE BE IT RESOLVED THAT we join advocates and communities across the Country in taking action to prevent sexual violence, **and that I, ROBERT SNOW, AS MAYOR OF THE CITY OF CORNING, do hereby proclaim April 2024 as "Sexual Assault Awareness Month" in the City of Corning.**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 9TH day of April 2024.

ROBERT SNOW, MAYOR

ATTEST:

LISA M. LINNET, CITY CLERK



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, MARCH 26, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Mayor: Robert Snow

All members of the City Council were present.

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

D. INVOCATION: Led by Councilwoman Shelly Hargens.

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

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

- Planner II/Recreation Coordinator II Christina Meeds reminded everyone that April 2nd is the first Tuesday Night Market from 5pm to 8pm, the theme is Easter.
- Various members of the public spoke in opposition to the removal of the "historic" palm trees on the site of the new Recreation Center and City Plaza, many asking what they can do to prevent the removal of these trees. Mayor Snow stated that no action could be taken tonight as this subject was not agendized for discussion or action. Some asked to have the subject agendized on a future agenda so that possible action could be taken to prevent these trees from being removed. The public was informed that the City Council would take their concerns under advisement.

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 March 12, 2024 City Council Closed Session and Regular meeting with any necessary corrections.**
3. **March 21, 2024 Claim Warrant in the amount of \$109,811.97.**
4. **March 21, 2024 Business License Report.**
5. **Ordinance No. 708, an Ordinance to replace Chapter 5.50 of the Corning Municipal Code relating to permanent and mobile vending in the City of Corning (second reading and adoption).**
6. **Ordinance No. 709, an Ordinance to amend and add to Chapter 12 of the Corning Municipal Code relating to sidewalk vending in the City of Corning (second reading and adoption).**

Councilor Valerio moved to approve Consent Items 1-6; Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None; motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS:

7. **Public Hearing: Approve proposed Disposal Service CPI Rate Increase of 3.19% to become effective April 1, 2024.**

City Manager Mesker presented this item stating that the rate increase proposed is 3.19% and includes a decrease of 0.51% for fuel. The proposed increase will raise the monthly charge for a

96-gallon container by \$0.91, the 32-gallon Senior Citizen roller cart would increase by \$0.45 per month. Residents wishing to reduce from the 96-gallon cart to the 64-gallon cart could save \$2.33 per month. City Manager Mesker stated that staff received two responses from residents protesting the rate increase.

Mayor Snow then opened the Public Hearing at 6:46pm; with no comments the Public Hearing was closed at 6:46pm. Diana Ramirez from Waste Management announced that residents can opt to receive up to two (2) additional recycling containers at no additional cost. She also stated that although no one likes rate increases, the costs of doing business continues to rise...the County Landfill just increased the tipping fees, fuel prices fluctuate, etc. She stated that in comparison to many of the surrounding communities, Corning's rates for services provided remain the lowest, they are lower than rates charged in the City of Red Bluff.

Councilor Demo moved, having conducted the Public Hearing, and received all protests, to approve the proposed disposal service rate increase of 3.19% as shown on the rate schedule Exhibit C to become effective April 1, 2024. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Hargens, and Lomeli. Absent/Abstain: None. Opposed: Valerio; motion was approved by a 4-1 vote with Valerio opposing.**

J. REGULAR AGENDA:

8. Approve Change Order #2 in the amount of \$31,258.70 for Builder Solutions Inc. to remove/repave asphalt at intersection of Hoag and Marin Streets for ADA compliance for the West Street School Connectivity Project.

Public Works Director Eli Stanley presented this item explaining that the requested Change Order will allow the removal and replacement of 2,300 sq. ft. of existing asphalt to obtain the proper ADA slope for the crosswalks at the intersection of Hoag and Marin Streets. This change will bring the crosswalk slopes into compliance with ADA and City Standards. The costs associated with this proposed Change Order are available within the allotted grant funds for this project.

Councilor Lomeli asked how this was missed, especially since it is related to ADA compliance. Mayor Snow and Councilor Demo concurred with Councilor Lomeli. Public Works Director Elijah Stanley responded stating that the grant only allowed the City to remove one foot off of the gutter pan, however the street slope exceeded current ADA Standards requiring this modification.

Councilor Hargens moved to approve Change Order #2 in the amount of \$31,258.70 for Builder Solutions, Inc. to pave extra areas for the West Street School Connectivity Project. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None; motion was approved by a 5-0 vote.**

9. Approve Change Order #3 in the amount of \$6,264.88 for Builder Solutions Inc. to add a curb at the southeast corner of West and Marin Streets for the West Street School Connectivity Project.

Public Works Director Eli Stanley presented this item stating that the Change Order is to cover the cost of installation of a curb at the southeast corner of the intersection of West and Marin Streets to reduce the current tripping hazard. The costs associated with this proposed Change Order are available within the allotted grant funds for this project.

City Manager Mesker explained why the two Change Orders are being presented separately instead of combined.

Councilor Demo moved to approve Change Order #3 in the amount of \$6,264.80 for Builder Solutions, Inc. to add a curb at the southeast corner of West and Marin Streets for the West Street School Connectivity Project. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None; motion was approved by a 5-0 vote.**

10. Approve Contract with Lamb Unlimited for the pulverizing, grading, and compacting of the Clark Park Parking Lot in the amount of \$41,980.

Presented by Public Works Director Eli Stanley who stated that the Clark Park Parking Lot pavement is in bad condition and needs repair. He stated staff proposes to repair the parking lot in phases with the first phase consisting of pulverizing, grading, and compacting the lot to provide

a quick and effective solution for the upcoming sporting events to be held there. In response to a Request for Bids, staff received two responses with Lamb Unlimited providing the lowest bid at \$41,980 for Phase 1 of the Clark Park Parking Lot Reclamation Project; if approved work will commence April 1st. He also stated that within the 2023/2024 Budget, the Council approved \$250,000 for the total resurfacing of this parking lot. The resurfacing of the parking lot will take place within the next phase of the Clark Park Parking Lot Reclamation Project.

Councilor Demo moved to approve the Agreement with Lamb Unlimited as the lowest responsible bidder for Phase 1 of the Clark Park Parking Lot Reclamation Project at a cost not to exceed \$51,980 and authorize the City Manager to sign the Agreement. Councilor Hargens seconded the motion. **Ayes: Snow, Demo. Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None; motion was approved by a 5-0 vote.**

11. Approve contract with Beard's Custom Cabinets, Inc. for the construction and installation of new cabinets/workstations at the Police Department in the amount of \$15,134.64.

Presented by Police Chief Craig Bassett who stated the City's Police Department was awarded \$52,110.01 in unencumbered Cal Cops Grant funding to be utilized to remodel a previous filing/storage room into a new patrol office at the Police Department. Presented tonight for approval is the bid received in the amount of \$15,134.64 from Beard's Custom Cabinets for construction and installation of new cabinets/workstations. Beards was the second lowest bidder, coming in \$1,470.90 higher than the lowest bidder, Andrew's Custom Cabinetry, however Andrew's Custom Cabinetry cannot start construction of the new cabinets/workstations until May and would not meet the required timeline for expenditure of the funds which must be expended in the 23/24 fiscal year. The proposed Resolution requests that the Tehama County Board of Supervisors authorize the County Elections Department to provide election associated services to the City in connection with the Statewide General Election.

Councilor Hargens moved to approve the contract with Beard's Custom Cabinets, Inc. for construction and installation of new cabinets/workstations in the amount of \$15,134.64 and authorize the City Manager to sign the Agreement/Contract. Councilor Valerio seconded the motion. **Ayes: Snow, Demo. Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None; motion was approved by a 5-0 vote.**

12. Adopt Resolution 03-26-2024-01 calling for the Municipal Election and requesting it be consolidated with the County's November 5, 2024 Statewide General Election.

Presented by City Manager Brant Mesker who stated in 1995 the Corning City Council adopted Ordinance No. 428 consolidating our elections with the statewide General Election held on the first Tuesday after the first Monday in November on even number years. The City holds their election for new officers ever two years; this November, the following City elected seats will be up for election: Mayor, two City Council seats, the City Treasurer, and City Clerk.

Councilor Demo moved to adopt Resolution 03-26-2024-01 calling for the Municipal Election and requesting that it be consolidated with the County's Statewide General Election to be held on November 5, 2024; Councilor Valerio seconded the motion. **Ayes: Snow, Demo. Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None; motion was approved by a 5-0 vote.**

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None.

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

Demo: Stated he had no meetings to report on. He invited everyone to attend the Tuesday Night Market and encouraged people to attend the Recreation Ad Hoc Committee meetings.

Valerio: Reported on upcoming Chamber of Commerce Events. Thanked Wendy Van Dam and the Parent-Tacher Club for sponsoring/hosting the Fund Filled Family Event at Woodson School last Wednesday, March 22, 2024.

Hargens: Stated he had no reports.

Lomeli:

Snow: Stated he had no reports.

N. ADJOURNMENT: 7:10pm

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: April 4, 2024

SUBJECT: Cash Disbursement Detail Report for the
Tuesday March 26, 2024 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 03-29-24	\$	453,164.08
B.	Payroll Disbursements	Ending 03-21-24	\$	79,562.67
C.	Cash Disbursements	Ending 04-03-24	\$	274,690.47
D.	Payroll Disbursements	Ending 04-03-24	\$	88,730.77

GRAND TOTAL \$ 896,147.99

REPORT.: Mar 29 24 Friday
 RUN.: Mar 29 24 Time: 14:04
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-24 thru 03-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036664	03/21/24	MGT00	MGT OF AMERICA, INC.	-1000.00	56097u	CK# 036664 Reversed
036797	03/22/24	DOW01	DOWN RANGE	-1229.80	680182u	CK# 036797 Reversed
036818	03/21/24	COR12	CORNING FORD MERCURY, INC	78437.42	232231	VEHICLE REPLACEMENT-
036819	03/21/24	MGT01	MGT OF AMERICA CONSULTING	1000.00	56097	PROF SVCS-GEN CITY
036820	03/22/24	BAR07	BARRIGA, RAFAEL	45.00	240322	TRAINING/ED-FIRE
036821	03/22/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	240184728	PROF SVCS-WTR DEPT
				102.03	240185328	PROF SVCS-WTR DEPT
			Check Total.....	336.59		
036822	03/22/24	RES04	RESERVE ACCOUNT	3000.00	240320	COMMUNICATIONS-
036823	03/22/24	WAR05	WARREN, DANA KARL	404.70	240322	REC INSTRUCTOR-REC
036824	03/25/24	CHI06	CHICO POWER EQUIPMENT	1082.48	456333	MAT & SUPPLIES-
036825	03/25/24	LOM01	LOMELI-BARRERA, LISA	500.00	240322	MAT & SUPPLIES-COMM EVENTS
036826	03/25/24	PUL01	PULSE URGENT CARE	515.00	64703	PROF SVCS-POLICE
036827	03/25/24	THE09	THE COPY SHOP	63.57	2184	PROF SVCS-PLANNING
036828	03/25/24	COR2A	TERESA LAMB	75.00	37436	MAT & SUPPLIES-REC (APRIL 2024 RENT)
036829	03/25/24	LAC01	LACY, CLINT	450.00	240324	REC INSTRUCTOR-REC
036830	03/27/24	AQU00	AQUA-METRIC SALES COMPANY	15157.75	0100638	WTR METER REPLAC-WTR CAP IMPROV
036831	03/27/24	ARA02	ARAMARK UNIFORM SERVICES	88.05	526167	MAT & SUPPLIES-BLD MAINT
				88.05	531584	MAT & SUPPLIES-BLD MAINT
				88.05	537121	MAT & SUPPLIES-BLD MAINT
				88.05	542547	MAT & SUPPLIES-BLD MAINT
			Check Total.....	352.20		
036832	03/27/24	ATT02	AT&T	273.86	21458755	COMMUNICATIONS-
036833	03/27/24	COM01	COMPUTER LOGISTICS, INC	3720.00	84944	EQUIP MAINT-
036834	03/27/24	COR11	CORNING SAFE & LOCK	12.93	9955	MAT & SUPPLIES-BLD MAINT
036835	03/27/24	COR12	CORNING FORD MERCURY, INC	37.69	59097	VEH OP/MAINT-POLICE
036836	03/27/24	DEP12	DEPT OF JUSTICE	304.00	717910	PROF SVCS-POLICE
036837	03/27/24	GAY02	GAYNOR TELESYSTEMS, INC	60.00	000044067	COMMUNICATIONS-FIRE
				68.00	000044074	COMMUNICATIONS-FINANCE
			Check Total.....	128.00		
036838	03/27/24	GRA02	GRAINGER, W.W., INC	138.45	906284730	BLD MAINT-LIBRARY
036839	03/27/24	HOM03	HOME DEPOT	6503.22	H8492-162	PD REMODEL-POLICE
036840	03/27/24	INL01	INLAND BUSINESS SYSTEMS	434.81	IN4067468	COMMUNICATIONS-
036841	03/27/24	MTH00	M.T. HALL & ASSOCIATES, I	1360.00	2875	CONSTRUCTION: ATP OLIVE VIEW PROJECT
				400.00	2876	CONSTRUCTION: ATP WEST STREET PROJECT
			Check Total.....	1760.00		
036842	03/27/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	240219728	PROF SVCS-WTR DEPT
				102.03	240219828	PROF SVCS-WTR DEPT
			Check Total.....	336.59		
036843	03/27/24	PGE01	PG&E	36067.13	240321	Electricity General City-
036844	03/27/24	QUI02	QUILL CORPORATION	679.81	37810138	OFFICE SUPPLIES-FINANCE
036845	03/27/24	RED00	RED BLUFF DAILY NEWS	238.56	006818176	PRINT/ADVERT-CITY CLERK
036846	03/27/24	RED01	RED BLUFF DAILY NEWS	508.63	240308	BOOKS/PERIODICS-LIBRARY
036847	03/27/24	RON03	RON DUPRATT FORD	86.36	471825	VEH OP/MAINT-POLICE
				106.68	474519	VEH OP/MAINT-POLICE
			Check Total.....	193.04		
036848	03/27/24	SCH01	LES SCHWAB TIRE CENTER	65.00	00503435	VEH OP/MAINT-POLICE
				65.00	00503581	VEH OP/MAINT-FIRE
			Check Total.....	130.00		
036849	03/27/24	SHA17	SHASTA COUNTY FIRE DEPART	1000.00	240318	SAFETY ITEMS-FIRE
036850	03/27/24	HOM03	HOME DEPOT	4094.98	H84921624	PD REMODEL-POLICE (BASEBOARDS)

REPORT.: Mar 29 24 Friday
 RUN...: Mar 29 24 Time: 14:04
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-24 thru 03-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
036851	03/27/24	NOR03	NCCSIF	46554.75	2781	WORKMENS COMP-GEN CITY
036852	03/29/24	CHI06	CHICO POWER EQUIPMENT	757.74	456332	MAT & SUPPLIES-
				74.66	456339	MAT & SUPPLIES-
			Check Total.....:	832.40		
036853	03/29/24	COR08	CORNING LUMBER CO INC	68.73	240325	MAT & SUPPLIES-
036854	03/29/24	NAP01	NAPA AUTO PARTS	574.02	240325	VEH OP/MAINT-
036855	03/29/24	NOR15	NORTHERN CALIFORNIA GLOVE	15.21	01566672	MAT & SUPPLIES-
036856	03/29/24	ORD00	ORDAZ, REINA RUBI	39.93	240328	TRAINING/ED-FINANCE
036857	03/29/24	PAC29	PACE ANALYTICAL SERVICES,	187.96	240237828	PROF SVCS-WTR DEPT
036858	03/29/24	PGE2A	PG&E	69.20	240326	ELECT-CORNING COMMUNITY PARK
036859	03/29/24	PGE2B	PG&E	15899.95	240326	ELECT-WWTP
036860	03/29/24	TEL00	TELSTAR INSTRUMENTS	233017.00	120876	DECHLORINATOR-WWTP
036861	03/29/24	\H085	KARINA HERNANDEZ	36.52	000C40301	MQ CUSTOMER REFUND FOR HER0088
036862	03/29/24	\M165	ERIC MUNOZ	14.06	000C40301	MQ CUSTOMER REFUND FOR MUN0020
036863	03/29/24	\S138	ROBERT SHAW	20.80	000C40301	MQ CUSTOMER REFUND FOR SHA0038
036864	03/29/24	\T042	SEANNA TERRAS	50.00	000C40301	MQ CUSTOMER REFUND FOR TER0003
036865	03/29/24	\Z008	JOHN ZIGAN	31.94	000C40301	MQ CUSTOMER REFUND FOR ZIG0001
			Cash Account Total.....:	453164.08		
			Total Disbursements.....:	453164.08		
			Cash Account Total.....:	.00		

REPORT.: Mar 29 24 Friday
 RUN....: Mar 29 24 Time: 14:04
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 03-24 thru 03-24 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
14323	03/21/24	BAN03	POLICE OFFICER ASSOC.	175.00	C40321	POLICE OFFICER ASSOC
14324	03/21/24	EDD01	EMPLOYMENT DEVELOPMENT	5682.61 1648.86	C40321 1C40321	STATE INCOME TAX SDI
			Check Total.....	7331.47		
14325	03/21/24	FED00	FEDERAL PAYROLL TAXES (EF	15201.17 18449.36 4366.10	C40321 1C40321 2C40321	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	38016.63		
14326	03/21/24	MIS03	MISSIONSQUARE - PLAN#3020	942.99 122.50	C40321 1C40321	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
			Check Total.....	1065.49		
14327	03/21/24	PERS1	PUBLIC EMPLOYEES RETIRE	27563.46	C40321	PERS PAYROLL REMITTANCE
14328	03/21/24	PERS4	Cal Pers 457 Def. Comp	2123.08 430.00	C40321 1C40321	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	2553.08		
14329	03/21/24	VAL06	VALIC	2587.54 270.00	C40321 1C40321	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2857.54		
			Cash Account Total.....	79562.67		
			Total Disbursements.....	79562.67		

REPORT.: Apr 03 24 Wednesday
 RUN....: Apr 03 24 Time: 16:49
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 04-24 thru 04-24 Bank Account.: 1020

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 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036866	04/01/24	COR07	CORBIN WILLITS SYSTEMS, I	813.77	000C404011	EQUIP MAINT-FINANCE
036867	04/01/24	COR09	CORNING CHAMBER OF COMM.	1000.00	000C404011	CngChamberComm. Economic
036868	04/01/24	JAC03	JACKSON, LINDSEY	193.75	240330	REC INSTRUCTOR-REC
036869	04/01/24	LEA07	LEAL, MAGDALENA	250.00	2024/0401	JT LEVY SCHOLARSHIP/CITY COUNCIL
036870	04/01/24	MIL16	MILLENNIUM HEALTH, LLC	300.00	13698661	EMPLOYEE PHYSICALS/POOL
036871	04/01/24	MOO07	MOORE & BOGENER, INC.	5525.00	000C404031	CONSULTING SVCS-LGL SVCS
036872	04/01/24	NEL00	NELSON, JEFFREY NEIL	54.70	000C404011	PROF SVCS-FIRE DEPT
036873	04/01/24	OCH01	OCHOA CLEANING	4655.00	000C404011	JANITORIAL SERVICES-
036874	04/01/24	PIT01	PITNEY BOWES	186.29	000C404011	EQUIPMENT LEASE-FINANCE
036875	04/01/24	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C404011	PROF SVCS-FIRE DEPT
036876	04/01/24	WOO06	WOOTEN, WILLIAM F.	82.00	240329	TRAINING/ED-FIRE
036877	04/02/24	GON02	GONZALEZ JUMPERS & PARTY	169.00	240402	Material/Supplies-Comm Events
036878	04/03/24	AIR00	AIRGAS USA, LLC	95.89	550717709	MAT & SUPPLIES-FIRE
036879	04/03/24	ALP00	ALPHA & OMEGA DRAIN CLEAN	1019.44	013840	BLD MAINT-POLICE
036880	04/03/24	BEN01	BENBOW, W.B.	1186.00	00000567	WELL TELEMETRY-WTR CAP IMPROV
036881	04/03/24	CAL35	CALIFORNIA BUILDING STAND	68.00	2024/0401	SB 1473/BLD & SAFETY
036882	04/03/24	COA06	COAR DESIGN GROUP	116477.90	22199	PROP 68 PRE CONS-CITY PLAZA REC CENTER
036883	04/03/24	DEP09	DEPT OF CONSERVATION	199.89	2024-0401	StrongMotion Bldg & Safety
036884	04/03/24	DM001	DM-TECH	119.90	202404011	COMMUNICATIONS-GEN CITY
036885	04/03/24	DOW01	DOWN RANGE	359.31	683261	UNIFORMS-CLOTH-POLICE
036886	04/03/24	FIR05	FIRST NATIONAL BANK OMAHA	159.90	240327	CREDIT CARD CHARGES-
036887	04/03/24	FIR11	FIRST NATIONAL BANK OMAHA	275.71	240327	CREDIT CARD CHARGES-
036888	04/03/24	FIR13	FIRST NATIONAL BANK OMAHA	3049.95	20240327	CREDIT CARD CHARGES-
036889	04/03/24	FIR16	FIRST NATIONAL BANK OMAHA	1337.20	240327	CREDIT CARD CHARGES-
036890	04/03/24	FIR20	FIRST NATIONAL BANK OMAHA	3133.52	240327	CREDIT CARD CHARGES-
036891	04/03/24	FIR21	FIRST NATIONAL BANK OMAHA	297.75	240327	CREDIT CARD CHARGES-
036892	04/03/24	GRA02	GRAINGER, W.W., INC	62.18 135.51	907210394 907341089	MAT & SUPPLIES-PARKS MAT & SUPPLIES-
			Check Total.....	197.69		
036893	04/03/24	HOL04	HOLIDAY MARKET #32	5.79 3.88	003204565 320456576	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-WTR
			Check Total.....	9.67		
036894	04/03/24	INF00	INFRAMARK, LLC	76241.24	121870	PROF SVCS-WWTP
036895	04/03/24	PAC29	PACE ANALYTICAL SERVICES,	102.03	240246228	PROF SVCS-WTR DEPT
036896	04/03/24	PEN02	PENGUIN MANAGEMENT, INC.	576.00	70227	SAFETY ITEMS-FIRE
036897	04/03/24	PGE04	PG&E	549.63	240329	TranspFacility-
036898	04/03/24	PGE2A	PG&E	243.91 19.98 84.01	240328 240329 240328A	ELECT-MCDONALD,CASSANDRA,SALADO L&L & TOOMES AVE ELECT-CLELAND PROP ELECT-MARTINI PLAZA
			Check Total.....	347.90		
036899	04/03/24	RED00	RED BLUFF DAILY NEWS	107.16 108.66 122.05 120.56	006820255 006820259 006820263 006820412	PRINT ADVERT-CITY CLERK PRINT ADVERT-CITY CLERK PRINT/ADVERT-CITY CLERK PRINT/ADVERT-CITY CLERK
			Check Total.....	458.43		
036900	04/03/24	ROD10	RODRIGUEZ, JESENIA	1200.00 270.00	240331 240331A	REC INSTRUCTOR-REC (COORDINATOR) REC INSTRUCTOR-REC
			Check Total.....	1470.00		
036901	04/03/24	SCH01	LES SCHWAB TIRE CENTER	65.00	00504323	VEH OP/MAINT-
036902	04/03/24	SCH17	SCHLERETH, DAYMON W.	31.30	240403	BLD MAINT-FIRE
036903	04/03/24	SCP00	SCP DISTRIBUTORS LLC	2113.19	SN113417	MAT & SUPPLIES-WTR

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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 04-24 thru 04-24 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036903	04/03/24	SCP00	SCP DISTRIBUTORS LLC	-245.00	SN113594C	MAT & SUPPLIES-WTR
Check Total.....				1868.19		
036904	04/03/24	SOU06	SOUTH AVENUE ACE	1639.82	240327	MAT & SUPPLIES-
036905	04/03/24	TEH13	TEHAMA CO AUDITOR	212.50	240331	PkngCiteToCnty Police Ser
036906	04/03/24	TEH15	TEHAMA CO SHERIFF'S DEPT	24.50	03292024	PROF SVCS-POLICE
036907	04/03/24	VAL07	VALLEY VETERINARY CLINIC,	91.32	776385	PROF SVCS-ACO
036908	04/03/24	VAL11	VALLEY PACIFIC PETROLEUM	1527.60	24-742461	MAT & SUPPLIES-
				1619.72	24-742462	VEH OP/MAINT-
Check Total.....				3147.32		
036909	04/03/24	WOO06	WOOTEN, WILLIAM F.	61.38	240401	EQUIPMENT MAINT-FIRE
036910	04/03/24	BUI01	BUILDER SOLUTIONS, INC.	12885.28	9-O	CONSTRUCTION: ATP-OLIVE VIEW PROJECT
				32796.70	9-W	CONSTRUCTION: ATP-WEST STREET PROJECT
Check Total.....				45681.98		
Cash Account Total.....				274690.47		
Total Disbursements.....				274690.47		
Cash Account Total.....				.00		

REPORT.: Apr 03 24 Wednesday
 RUN...: Apr 03 24 Time: 16:49
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 04-24 thru 04-24 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14344	04/03/24	BAN03	POLICE OFFICER ASSOC.	200.00	C40402	POLICE OFFICER ASSOC
14345	04/03/24	EDD01	EMPLOYMENT DEVELOPMENT	6926.36 526.24 1731.76 171.75	C40402 C40403 1C40402 1C40403	STATE INCOME TAX STATE INCOME TAX SDI SDI
			Check Total.....	9356.11		
14346	04/03/24	FED00	FEDERAL PAYROLL TAXES (EF	17451.68 1379.87 19191.90 1936.00 4539.82 452.80	C40402 C40403 1C40402 1C40403 2C40402 2C40403	FEDERAL INCOME TAX FEDERAL INCOME TAX FICA FICA MEDICARE MEDICARE
			Check Total.....	44952.07		
14347	04/03/24	MIS03	MISSIONSQUARE - PLAN#3020	942.99 122.50	C40402 1C40402	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
			Check Total.....	1065.49		
14348	04/03/24	PERS1	PUBLIC EMPLOYEES RETIRE	27746.48 .00	C40402 C40403	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
			Check Total.....	27746.48		
14349	04/03/24	PERS4	Cal Pers 457 Def. Comp	2123.08 430.00	C40402 1C40402	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	2553.08		
14350	04/03/24	VAL06	VALIC	2587.54 270.00	C40402 1C40402	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2857.54		
			Cash Account Total.....	88730.77		
			Total Disbursements.....	88730.77		

Date.: Apr 3, 2024
Time.: 4:53 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
BEAUTIFUL CREATIONS	2651 HARDEN AVE	CORNING, CA 96021	ART/ ARTISAN CLASSES	03/25/24
BEARD'S CUSTOM CABIN	821 TWIN VIEW BLVD	REDDING, CA 96003	CABINET, MILLWORK & FINISH CARPENTRY	03/29/24
CALDERON CONSTRUCCION	22835 POMONA AVE	GERBER, CA 96035	GENERAL BUILDING	03/28/24
JCB APPLIANCE	23601 HOAG ROAD	CORNING, CA 96021	APPLIANCE REPAIR IN-HOME	04/03/24
MADERA'S LANDSCAPING	1465 FIG LN	CORNING, CA 96021	LANDSCAPING	04/01/24
ROOFING JRB	16435 HARMONY RANCH DR	DELHI, CA 95315	ROOFING	04/03/24
TOP NOTCH JUNK REMOV	2157 BLOSSOM AVE	CORNING, CA 96021	HAULING & JUNK REMOVAL	04/01/24

CITY OF CORNING

**TREASURER'S REPORT
MARCH 2024**

<u>AGENCY</u>	<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$ 13,504,010.01	4.00%

Respectfully submitted:



Laura L. Calkins
City Treasurer



Monthly Permit Report

03/01/2024 - 03/31/2024

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
24062	3/28/2024	Waiting for Info./Plans	071-350-022-000	342 Rio Grande Ct.	Diego, Marlo A & Maria G	342 Rio Grande Ct.	Corning	96021	Roof	\$10,500
24061	3/26/2024	Online Application							Solar	\$49,200
24060	3/26/2024	Waiting for Info./Plans	075-310-011-000	260 Mooney Ct.	Hampton, Michael A SR & Hampton, Teresa M.	260 Mooney Ct.	Corning	96021	Solar	\$29,851
24059	3/25/2024	ISSUED	071-125-002-000	1433 Yolo St.	Barrera, Mayra Dominguez	24690 Eastborough Ct.	Corning	96021	Building	\$4,500
24058	3/22/2024	Waiting for Info./Plans	071-340-029-000	2088 North St.	Lopez, Juan R etal	2088 North St	Corning	96021	Solar	\$27,720
24057	3/22/2024	Waiting for Info./Plans	071-350-022-000	342 Rio Grande Ct.	Diego, Marlo A & Maria G	342 Rio Grande Ct.	Corning	96021	Solar	\$52,099
24056	3/21/2024	Waiting for Info./Plans	071-045-017-000	1420 Tehama St.	Nerey, Juan Carlos etal	5575 Houghton Ave	Corning	96021	HVAC	\$8,489
24055	3/21/2024	ISSUED	071-340-013-000	243 Rio Vista Ct.	Cortez, Sergio	243 Rio Vista Ct.	Corning	96021	Solar	\$42,412
24054	3/20/2024	ISSUED	071-135-011-000	794/774 Third St.	City of Corning	794 Third St.	Corning	96021	ReModel	\$0
24053	3/19/2024	approved " FEES DUE "	071-201-006-000	2046 Donovan Ave	Khalli, Ayman Mohamad	2046 Donovan Ave	Corning	96021	Fence	\$2,000
24052	3/18/2024	Cancelled - Refund Issued	073-101-008-000	1011 East St.	Gerney, Edward & Rita D	1572 East St.	Corning	96021	Plumbing	\$0
24051	3/18/2024	ISSUED	071-193-014-000	1877 Scott Ave.	Prather, Brenda M.	1877 Scott Ave.	Corning	96021	Roof	\$9,995
24050	3/18/2024	approved " FEES DUE "	071-080-008-000	2020 Solano St.	Corning Food LLC	2206 ALAROSE WAY	Riverbank	94530	Tenant Improvement	\$750,000
24049	3/15/2024	Finald	071-244-021-000	1269 4 th Ave.	Mendoza, Bernardo Estevez etal	1269 4th Ave	Corning	96021	Building	\$1,000
24048	3/14/2024	ISSUED	073-120-061-000	271 Solano St.	Singletary, Robert A ETAL TRS Singletary 2014 REVO	271 Solano St.	Corning	96021	Roof	\$27,180
24047	3/12/2024	Duplicate Permit - Cancelled	071-062-044-000	510 Toomes Ave	DEPT OF VETERANS AFFAIRS	510 Toomes Ave	Corning	96021	Solar	\$0

24046	3/11/2024	approved " FEES DUE "	071-125-005-000	1419 YOLO ST	Calderon Erick O etal	1419 Yolo St.	Corning	96021	ReModel	\$25,000
24045	3/7/2024	ISSUED	071-154-005-000	918 Fairview Ave Unit A	Pablo Nerey	3211 Woodson Ave	Corning	96021	ADU	\$25,000
24044	3/4/2024	ISSUED	073-165-005-000	1573 First St.	Smith, Michael A Jr et al	1573 First St	Corning	96021	Solar	\$60,250
24043	3/4/2024	Finaled	087-090-061-000	3375 Sunrise Way	McDonalds Corp, c/o Burington, Mark	2289 Ivy St.	Chico	95928	Building	\$15,000
24042	3/1/2024	approved " FEES DUE "	071-105-017-000	502 Sixth St.	HAFELI, CRAIG & HAFELI, SHANNON	502 Sixth St.	Corning	96021	Solar	\$35,000
										\$1,175,196

Total Records: 21

4/3/2024



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT MARCH 2024

Below is a summary of the monthly operations report that will be available for review in April 2024.

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



- Completed monthly facility inspection
- Completed pretreatment inspections at several restaurants.
- Completed inspections on collection system trouble spots
- Submitted annual recycled water report.
- Responded to sewer spill at Toomes and Grant Ave.
- Telstar Inc. on site to build concrete pad for new chemical tanks.
- Completed extended chronic toxicity testing as required by NPDES permit
- Notified Regional Board of total coliform limit exceedance. Inframark staff and management are working to determine cause and develop plan to return to compliance.
- Cleaned chlorine contact chamber with jet rodder.

March 2024

Effluent Flow Monthly Average= 633,000 GPD

**ITEM NO.: G-12
AUTHORIZE FLYING CHILDREN'S
MEMORIAL FLAG AT CITY HALL
STARTING ON FRIDAY, APRIL 26TH
THROUGH MONDAY, APRIL 29TH.**

April 9, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: BRANT MESKER, CITY MANAGER 
LISA M. LINNET, CITY CLERK 

BACKGROUND:

On April 1, 2001, the United States Congress passed a concurrent Resolution supporting the National Children's Memorial Day and its regular occurrence on the fourth Friday in April. This is a day of remembrance set aside to recognize the national tragedy of violence against children. In commemoration of this date, Staff has received a request from Michelle Hale from Tehama County's Department of Social Services, Child Protective Services to fly the National Children's Memorial Day Flag at City Hall. If approved, Staff will coordinate the time (tentatively at 10:00am) of the flag raising ceremony with Michelle Hale at Tehama County Child Protective Services.

Staff is now requesting City Council authorization to fly the National Children's Memorial Flag below the American Flag starting on the fourth Friday in April with the flag being removed on the following Monday. According to flag etiquette, other flags can be displayed vertically on the same pole along with the American Flag so long as:

- No other Flag is larger than the American Flag;
- Nor should any other Flag be higher on the flagpole.

RECOMMENDATION:

**MAYOR AND COUNCIL AUTHORIZE FLYING THE NATIONAL CHILDREN'S
MEMORIAL DAY FLAG AT CITY HALL ON THE LAST FRIDAY OF APRIL, WITH THE
FLAG BEING REMOVED ON THE FOLLOWING MONDAY.**

ITEM NO.: I-13

ADOPT RESOLUTION 04-09-2024-01 ADOPTING CEQA ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE SHAAN ESTATES TENTATIVE TRACT MAP 24-1001, AND APPROVE SHAAN ESTATES TENTATIVE TRACT MAP 24-1001 CREATING 14 SINGLE-FAMILY RESIDENTIAL PARCELS ON APPROX. 2.74 ACRES IN AN R-1 ZONING DISTRICT ON THE NORTH SIDE OF BLACKBURN AVE. APPROX. 140 FEET EAST OF MARGUERITE AVE., APN 075-310-042-000; APPLICANT: HIRDAY SINGH

APRIL 9, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BRANT MESKER, CITY MANAGER 
CHRISTINA MEEDS, PLANNER II 

SUMMARY:

This Planning Application seeks to create fourteen (14) parcels for single-family residential use in an R-1 Zoning District. A reduced scale copy of the proposed Tract Map is attached as Exhibit "B". The owner/applicant submitted this application attached as Exhibit "A".

The Tentative Tract Map was adopted by the Corning City Council on September 11, 2007, along with a Mitigated Negative Declaration and was allowed to expire on September 11, 2016. Mr. Singh reached back out to the City in August of 2023 to start discussions regarding the Tentative Tract Map and what it would take to renew it. Mr. Singh hired a new engineering firm to duplicate the map and submitted it to the City. The 14 new residential lots under Tentative Tract Map 24-1001 will be known as "Shaan Estates". It will be a mirror image of North Alex Lane just to the East of the property. A new map requires an addendum to the previously adopted Mitigated Negative Declaration which staff has completed and is attached as "Exhibit C".

This was presented to the Planning Commission on March 19th and by a 3-0 vote the Commission recommended approval by the City Council. Commissioner Lamb suggested the Council might want to consider amending the General Plan as they relate to Conditions 44 & 46, specifically stating that just paving half a road does not work and is not in the best interest of the City.

STAFF RECOMMENDATION:

APPROVE RECOMMENDATION OF THE PLANNING COMMISSION TO APPROVE TENTATIVE TRACT MAP 24-1001 AND:

- ADOPT RESOLUTION 04-09-2024-01 ADOPTING CEQA ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE SHAANN ESTATES TENTATIVE TRACT MAP 24-1001; AND
- ADOPT THE 4 FINDINGS AND 47 RECOMMEND CONDITIONS OF APPROVAL AS PRESENTED.

FINDINGS:

1. The Tentative Tract Map complies with the requirements of Chapter 16.15 of Title 16 (Subdivisions and Planning) of the Corning Municipal Code.
2. The intended use, sizes and dimensions of the proposed parcels is/are consistent with the R-1 zoning designation, shown on the official zoning map of the City of Corning and the Residential General Plan Land Use designation as shown on the Land Use Diagram of the City of Corning.
3. There was a CEQA Initial Study to determine the potential environmental effects of the project, that was completed in 2007. A Negative Declaration was filed and recorded with the State Clearing House #2007072018, it was determined with 12 mitigation measures that this project will not have a significant effect on the environment.
4. Approval of the proposed Tentative Tract Map will not adversely impact Corning's ability to meet regional housing needs.

RECOMMENDED CONDITIONS OF APPROVAL (47):

1. **Subdivision Standards.** Development of Subdivision Map shall be in conformance with the approved tentative map and Subdivision Ordinance of the City of Corning, Title 16 of the Corning Municipal Code. Additionally, development must comply with all Federal, State and Local regulations, especially the City of Corning Fire and Building Departments.
2. **AVIGATION EASMENT. (Mitigation Measure #1)** Prior to recording the final tract map the applicant shall dedicate an avigation easement to the Airport Operator (City of Corning). The easement shall convey the right of flight at any altitude above 150 feet, the right to cause noise and vibration, fumes, dust, and fuel particle emissions, the right of entry to remove, mark, or light any obstructions above 150 feet in height, and the right to prohibit the creation of electrical interference, unusual light sources, and other hazards to aircraft flight.
3. **FUGITIVE DUST. (Mitigation Measure #2)** Prior to commencing grading activities, the applicant shall obtain a Fugitive Dust Control Permit from the Tehama County Air Pollution District and conform to the conditions of that permit.
4. **DRAINAGE ANALYSIS.** A registered Civil Engineer or Certified Hydrologist shall prepare a Drainage Analysis to determine the increased runoff resulting from the project and, if necessary, recommend improvements to public storm drainage facilities in accordance with City Standards.
5. **RAINFALL INTENSITY/DURATION CHART.** Engineer or Hydrologist shall utilize the Rainfall and Intensity Design Chart shown as Public Works Standard S-22 for design purposes.
6. **IMPROVEMENT PLANS.** Complete improvement plans and supporting calculations shall be submitted for approval by the City Engineer.
7. **DEMOLISH EXISTING STRUCTURES.** Prior to recording the final map, the applicant shall obtain the necessary demolition permits from the building department and demolish the existing structures.
8. **OPEN BURNING.** No open burning shall occur on this property unless a land-clearing permit is obtained from the Tehama County Air Pollution Control District.
9. **DEVELOPMENT IMPACT FEES.** Development of the project residences will require payment of City Development Impact Fees in effect at the time of issuance of the individual building permits in order to lessen development impact on City transportation systems and other public facilities and utilities. These fees shall be paid prior to issuance of the Building Permit for each residence.
10. **UNDERGROUND UTILITIES.** All new utilities, including electricity, telephone, gas, and cable television shall be provided to each lot and undergrounded. The existing pole-mounted utility lines within the frontage of Blackburn Avenue shall also be undergrounded. The undergrounding shall include installation of underground wires along the frontage of the adjacent Blackburn Estates Tract, on E Alex Lane. Within the existing conduits and shall be approved by the appropriate utility companies.

11. **WATER SERVICE.** Developer shall install water service and a meter for each lot in accordance with Public Works Standards S-20.
12. **SEWER SERVICE LATERALS.** Developer shall install sewer service lateral lines for each lot in accordance with Public Works Standards S-21.
13. **ABANDON WELL AND SEPTIC SYSTEMS.** Prior to recording any final map, the applicant shall properly abandon any water well or septic systems occurring on the property in accordance with the requirements of the Tehama County Environmental Health Department.
14. **FIRE HYDRANTS.** Fire Hydrants shall be installed in accordance with City standards and the Uniform Fire Code as adopted by the City. The developer shall provide the City of Corning with one hydrant repair kit.
15. **STORMWATER FACILITIES.** Stormwater retention and conveyance facilities shall be constructed in accordance with Public Works standards.
16. **STORMWATER RETENTION.** Project applicant shall provide for on-site retention of the net increase in run-off resulting from the development during a 25-year storm for a duration of 4 hours. If onsite retention is proposed the retention facilities shall be sized to contain the run-off resulting from a 100-year storm event
17. **PARCEL LANDSCAPING.** Front and street-side yards, including that portion of the street right-of-way located behind the sidewalk, shall be landscaped prior to issuance of a Certificate of Occupancy. Landscaping may include any combination of grass, groundcover, shrubs and/or trees and is subject to Planning Department approval. Not fewer than two trees (minimum sizes of 15-gallon) shall be planted within each front yard. Each front and street side yard shall be provided with a permanent method of irrigation for this landscaping. All landscaping and irrigation must comply with the Water Efficient Landscape Regulations as detailed in Section 15.08.055 of the Corning Municipal Code.
18. **CULTURAL RESOURCES. (Mitigation Measures #3)** Should cultural resources be unearthed during excavation all work in the immediate vicinity shall cease and the City of Corning shall be notified. Upon notice, the City or its consultant shall inspect the site to determine what steps, if any, are necessary to address and mitigate the discovery.
19. **COMPACTION TESTS. (Mitigation Measure #4)** Prior to issuing any building permit for filled lots, the developer shall provide: 1) a report confirming that the fill has been sufficiently compacted in accordance with the Uniform Building Code or, 2) engineered foundation plans with a statement that the foundation design complies with building code requirement based on soil conditions on the site.
20. **SWPPP & CONSTRUCTION STORMWATER PERMIT. (Mitigation Measure #5)** Prior to any site disturbance or earthmoving activities on or adjacent to the site a construction period and post construction period Storm Water Pollution Prevention Plan (SWPPP) shall be prepared and presented to the Central Valley Regional Water Quality Control Board and approved by the City of Corning. The objective of the plan shall be no net loss of soil (above an undisturbed natural, stable background state) from the site due to erosion. All requirements of the post construction period SWPPP shall be completed as part of the required improvement plans and shall be maintained in the same manner.
21. **DEWATERING PERMIT. (Mitigation Measure #6)** Obtain the appropriate Dewatering Permit from the Regional Water Quality Control Board or verify that the general waiver is applicable to the project.
22. **GRADING PLANS. (Mitigation Measure #7)** Complete grading plans shall be submitted to the City Engineer for approval. The grading plan shall include measures to limit erosion impacts.
23. **SOILS INVESTIGATION. (Mitigation Measure #8)**. The applicant shall initiate a soils investigation by a registered engineer geologist or civil engineer to determine if expansive soils requiring special structural foundation design is necessary.

- 24. CONSTRUCTION DAYS & HOURS. (Mitigation Measure #9)** Construction work shall occur only between the hours of 7:00 AM to 7:00 PM, Monday through Friday, and between the hours of 8:00 AM to 6:00 PM on weekends and federally observed holidays.
- 25. CONSTRUCTION NOISE. (Mitigation Measure #10)** The primary contractor shall be responsible for ensuring that all construction equipment is properly tuned and maintained. When feasible, existing power sources, such as power poles, or clean fuel generators should be used, rather than temporary power generators. Minimize idle time to 10 minutes.
- 26. LOT GRADING.** Lots must be graded to direct runoff to storm drain facilities within the public right-of-way or facilities within approved drainage easements.
- 27. REDISTRIBUTE TOPSOIL.** Topsoil shall be stockpiled and redistributed over graded surfaces.
- 28. SPRINKLE EXPOSED SOILS. (Mitigation Measure #11)** During construction, unprotected soil shall be sprinkled to minimize wind erosion.
- 29. FINISHED SURFACES.** Upon completion of development, no substantial area shall remain where soils are completely uncovered.
- 30. COVER EXPOSED SOILS. (Mitigation Measure #12)** Areas denuded by construction activities and not scheduled for development for an indefinite period shall be seeded or covered by impervious materials to minimize water and wind erosion.
- 31. RESIDENTIAL FACADE STANDARDS.** In accordance with Corning Municipal Code Section 16.21.135, the developer shall vary building floor plans, facades, trim, siding material, building colors, roof types, etc., to assure that identical homes are not constructed on adjacent lots.
- 32. STREET NAME.** The final street name is subject to approval of City staff and shall appear on the final map.
- 33. STREET DEDICATION.** Offer street right of way for public streets to reach ultimate 60' standard Right of Way width as required.
- 34. STOP SIGNS.** A Stop Sign shall be placed at the street intersections with Blackburn Avenue.
- 35. LANDSCAPE AND LIGHTING DISTRICT.** Prior to recordation of the Final Map, the developer shall establish (or annex to an existing) a landscape and lighting district or other equivalent fund-collecting organization approved by the City of Corning to fund the operation and/or continued maintenance of street lighting, landscape strips in the public right-of-way, stormwater collection and detention facilities. The project engineer shall prepare an estimate of the annual maintenance costs for these facilities that shall be made part of the District formation procedure.
- 36. EXTERIOR ELECTRICAL OUTLETS.** To promote the use of electrical landscape equipment, at least two electrical outlets shall be provided on the exterior walls of each residence.
- 37. PROJECT LIGHTING.** Project lighting shall not exceed an average illumination level of 0.1 foot-candles at the edge of the Blackburn Avenue right-of-way and shall be spaced at intervals of not more than 300 feet. All outdoor lighting shall be shielded and directed inward onto the project site. All outdoor lighting on the project site, including lighting from fixtures installed on the outside of project buildings, shall be shielded so that, at a minimum, no light is emitted above a horizontal line parallel to the ground, to prevent glare from impacting surrounding residences.
- 38. INTERIOR STREET IMPROVEMENTS.** Interior streets shall be improved in accordance with City of Corning standards S-18 (40-foot 2 Lane Street, with a 60-foot Right-of-Way.)
- 39. ACCESS RESTRICTIONS.** No new driveways shall permit direct access onto Blackburn Avenue. The Final Map shall offer "1 foot wide Non-Access" strips along the Blackburn Avenue frontage of Lots 1 & 14.
- 40. GARAGES.** Lot 1 & 14 garages positioned on the north side for lots 1 & 14.

- 41. WOOD BURNING STOVES.** Wood Burning stoves shall meet the Only U.S. EPA Phase II certified wood-burning devices shall be installed in the subdivision. Total emissions shall not exceed 7.5 grams per hour from each dwelling.
- 42. ROOF MOUNTED HVAC EQUIPMENT PROHIBITION.** No heating, ventilation, or air conditioning equipment shall be installed on the roof of any structure.
- 43. POSTAL BOXES.** Provide one or more "Cluster Box Units (CBUs) for postal service at locations approved by the Corning Postmaster. CBU positions shall appear on the improvement plans for the subdivision.
- 44. BLACKBURN AVENUE PARKWAY.** A four foot, six-inch-wide planter strip shall be provided between the sidewalk and the southern property lines of Lots 1 and 14. Plant species, groundcover, and irrigation methods shall be drought tolerant and shall be subject to approval by the City of Corning. Maintenance costs shall be the responsibility of the lot owners within the development through the annual payments to a Landscape and Lighting District, Homeowners Association or other such organization approved by the City of Corning.
- 45. BLACKBURN AVENUE RIGHT-OF-WAY.** The final map shall dedicate property to the City of Corning necessary to achieve a 30-foot half width (Collector Standard) for Blackburn Avenue.
- 46. BLACKBURN AVENUE ONSITE IMPROVEMENTS.** Construct the northern half width of Blackburn Avenue, including one 12-foot travel lane; one 8-foot parking lane; curb, gutter, and sidewalk; and complete as asphaltic concrete overlay for one lane width (12 feet) on the southern half-width, in accordance with Corning Municipal Code Section 16.21.040.B.6.c. and Standard Drawings S-1 & S-2.
- 47. FENCING.** Solid 6'-0" tall fencing shall be installed around and between parcels prior to issuance of a Certificate of Occupancy for any residence constructed within the subdivision. All fencing shall meet the City Code.

RESOLUTON NO. 04-09-2024-01

**A RESOLUTION OF THE CITY OF CORNING CITY COUNCIL ADOPTING CEQA
ADDENDUM TO THE MITIGATED NEGATIVE DECLARATION FOR THE SHAANN
ESTATES TENTATIVE MAP**

WHEREAS, ON September 11, 2007, the City Council of the City of Corning adopted a Mitigated Negative Declaration ("MND") pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 et seq.) and the California Code of Regulations, title 14, section 15000 et seq. (State CEQA Guidelines) addressing the potential environmental impacts associated with the Shaan Estates Tentative Map, creating 14 single-family residential parcels in a R-1 zoning ("Project"); and

WHEREAS, the tentative map for the Project expired and the applicant is seeking to renew the map, but the CEQA requirements have changed since the original approval; and

WHEREAS, the modifications to the MND are minor technical changes which include a change in transportation impact measurement and a new greenhouse gas emission analysis, among other minor items; and

WHEREAS, the City of Corning, as lead agency, has prepared an Addendum ("Addendum") to the MND for the project to evaluate the potential environmental impacts that could result from modifying the Project; the Addendum is attached hereto as **Exhibit A**; and

WHEREAS, the Addendum to the MND was prepared pursuant to the requirements of State CEQA Guidelines Section 15164; and

WHEREAS, the Corning City Council has carefully reviewed the Addendum, as well as all other information contained in the record for the Project, and all other legal requirements to the adoption of this Resolution; and

WHEREAS, Section 15164 of the State CEQA Guidelines requires the Corning City Council to make one or more findings prior to approval and adoption of the Addendum. Those findings are as follows:

Finding 1. Minor technical changes or additions to the original Project are necessary;

Finding 2. None of the conditions described in Section 15162 of the State CEQA Guidelines calling for preparation of a subsequent negative declaration have occurred. Those conditions requiring a subsequent negative declaration are set forth as follows:

A. Substantial changes are proposed in the Project requiring major revisions of a previous Mitigated Negative Declaration due to the identification of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

B. Substantial changes occur with respect to the circumstances under which the Project is undertaken which will require major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

C. New Information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous Mitigated Negative Declaration was adopted, showing any of the following:

- a. The Project will have one or more significant effects not discussed in the previous Mitigated Negative Declaration;
- b. Significant effects previously examined will be substantially more severe than shown in the previous Mitigated Negative Declaration;
- c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the Project, but the Project proponents decline to adopt the mitigation measure or alternative; or

- d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous Mitigated Negative Declaration would substantially reduce one or more significant effects on the environment, but the Project proponents decline to adopt the mitigation measure or alternative.

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

1. The Recitals set forth above are incorporated herein and made part of this Resolution.
2. As the decision-making body for the Project, the City Council of the City of Corning has reviewed and considered the information contained in the Addendum and the related administrative record. The City Council finds that the Addendum contains a complete and accurate reporting of the environmental impacts associated with the proposed changes to the Project. The City Council further finds that the Addendum has been completed in compliance with CEQA and the State CEQA Guidelines.
3. The City Council of the City of Corning finds that only minor technical changes or additions to the Project are necessary and that none of the conditions set forth in State CEQA Guidelines Section 15162 requiring a subsequent mitigated negative declaration have occurred.
4. The Addendum prepared for the Project reflects the independent judgment and analysis of the City of Corning.
5. On the basis of the whole record before it, the City Council of the City of Corning finds that all environmental impacts of the Project with mitigation measures incorporated are found to be below a level of significance. There is no substantial evidence in the record as a whole supporting a fair argument that the Project will have a potentially significant impact on the environment.
6. The City Council of the City of Corning hereby approves and adopts the Addendum to the MND prepared for the Project.
7. The City Council of the City of Corning directs staff to file a Notice of Determination within five (5) working days after adoption of this Resolution.
8. A copy of the Addendum, the MND, and all other materials constituting the record of proceedings are located at: 794 Third Street, Corning, California 96021.
9. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED on the 9th day of April, 2024, at a regularly scheduled meeting of the City of Corning City Council, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



City of Corning

PLANNING DEPARTMENT

794 Third Street, Corning CA 96021

www.corning.org

Christina Meeds
Planner II

Date: February 20, 2024
To: Planning Commission
From: Christina Meeds, Planner II

Re: CEQA Guidelines, Section 15164(a) Addendum to a previously adopted Mitigated Negative Declaration Report for the City of Corning.

Location: The project is located on the north side of Blackburn Ave. about 140 feet east of Marguerite Ave.

Background: On September 11, 2007, the City of Corning, City Council adopted a tentative map, Shaan Estates, to create 14 single-family residential parcels in an R-1 zoning district on a 2.74-acre parcel # 075-310-042, City Council also adopted a CEQA Mitigated Negative Declaration. Discussion has been added to address environmental impact areas that are now required under CEQA. It is not necessary to file a new EIR, Mitigated Negative Declaration as the project has not changed under the CEQA guidelines section 15162 (a). Section 15164 (a) states the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in section 15162 call for the preparation of a subsequent EIR have occurred. The only reason for this addendum is due to the state's additions of the CEQA checklist.

The changes are as follows.

VEHICLE MILES TRAVELED

SB 743 was signed into law on September 27, 2013, and changes the way that public agencies evaluate transportation impacts under CEQA guidelines and recommended that Vehicle Miles Traveled (VMT) be the primary metric for evaluation. The SB 743 requirements went into effect July 1, 2020, after the Corning City Council approved the Shaan Estates project. The County of Tehama nor the City of Corning have developed a VMT model. According to the City of Corning's General Plan adopted in 2014 the Circulation Section 4.13. Blackburn Ave. is an arterial and Marguerite is a collector, within the general plan Daily Capacity Thresholds Table C-2, to remain at a stable flow of traffic with a level of service C, Blackburn LOC is 14,500 and Marguerite, LOC is 9,000. The California Bureau of Transportation vehicle trips map per day for Tehama County shows 4 to 5 trips per day.

Shaan Estates proposes establishing 14 new homes, total trips per day would be approximately 70 putting this project well below the threshold levels of the City of Corning's General Plan. The City of Corning finds this to be a less than significant effect.

ENERGY

The City of Corning, as the lead agency, found this to be less than a significant effect as, the project will comply with Title 24 requirements for energy efficiency. The project will be all electric and all appliances will be Energy Star rated. The buildings will be intentionally designed to meet the standards for healthy energy and resource efficient buildings.

GREENHOUSE GAS EMISSIONS

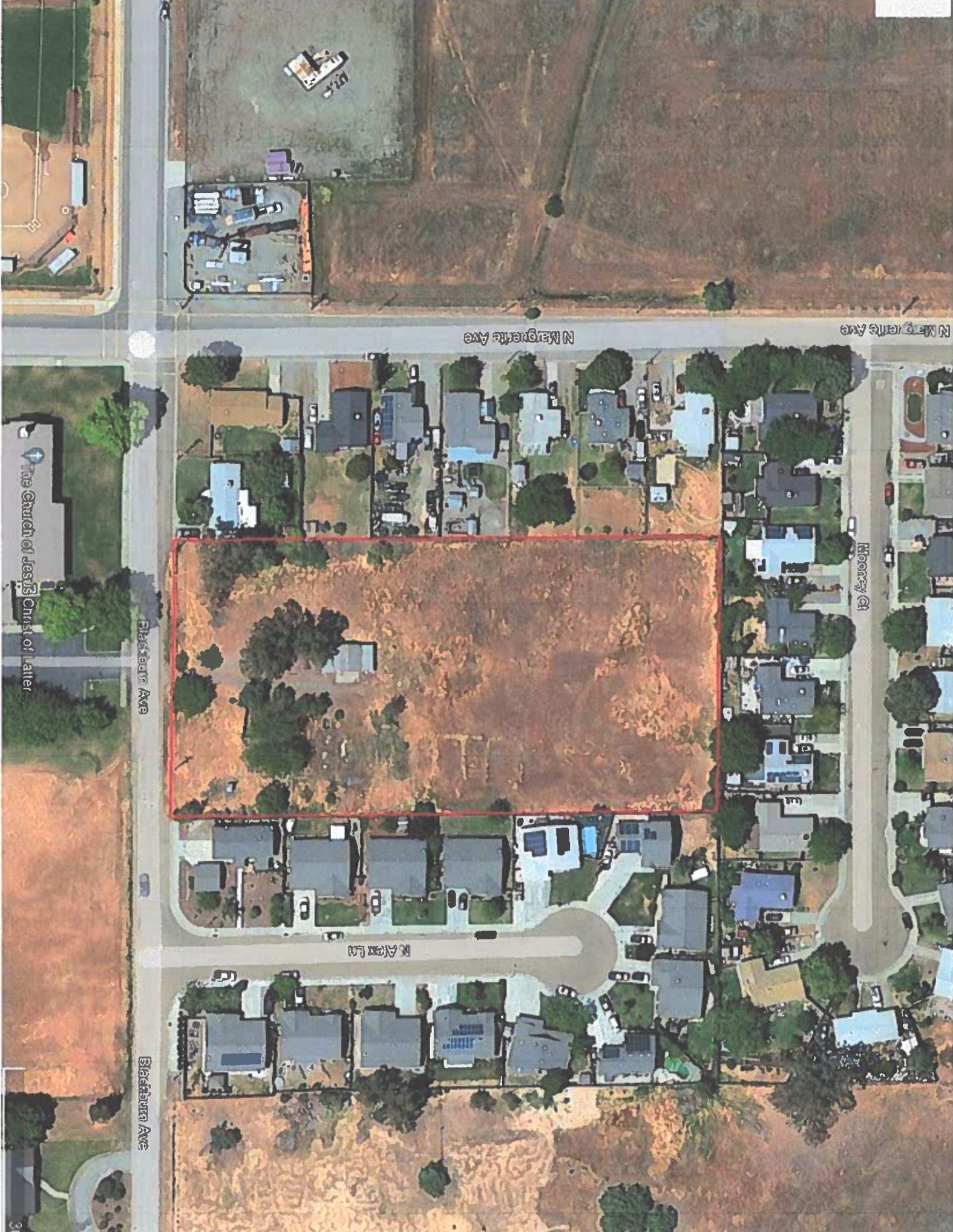
Greenhouse Gas Emissions was not a requirement when the negative declaration was adopted. While the approved project would introduce operational emissions during the construction process the emissions that would be emitted are very low. The City of Corning does not have a Green House Gas Emission Reduction Plan, the project has been run through the California Emission Estimator Model (CalEEMod) and is well below the state threshold for Emission Standards

TRIBAL CULTURAL RESOURCES

No known Tribal Resources are believed to be at the project site. The site is not identified as a site, feature, place, cultural landscape, sacred place, or object with cultural value, however if an accidental discovery California Native American tribal culture resources during project implementation, especially during excavation, mitigation measure #15 has been included to lessen the potential for any impact.

WILDFIRE

With the project being within the City limits of Corning, the entire city of Corning is located in a Cal Fire Local Responsibility Area (LRA) this is where local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties and by Cal Fire. Due to the City being in the LRA there are no wildfire CEQA impacts from this project.



N Marguerite Ave

N Marguerite Ave

Hooney Ct

Blackbair Ave

The Church of Jesus Christ of Latter

Blackburn Ave

Blackburn Ave

ITEM NO.: J-14
APPROVE PLANNING PROFESSIONAL
SERVICES CONTRACT WITH SHN
CONSULTING ENGINEERS AND
GEOLOGISTS, INC.

April 9, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER 
CHRISTINA MEEDS, PLANNER II 

BACKGROUND:

The City's Planning Department currently consists of one employee, Christina Meeds, whose daily duties are split between two departments, Planning and Recreation. As the City's only Planner, she is also one of the City's Code Enforcement Officers.

SHN Consulting Engineers & Geologists, Inc., an independent contractor, has provided the attached "as-needed" Planning Services Contract with the City of Corning for consideration. The general Scope of Services (Exhibit A) provided under this contract would be at the direction of City staff. SHN will provide additional onsite services related to project-specific meetings, application intakes, and participation at Planning Commission and City Council Meeting hearings. The list of services may include but are not limited to the following:

- Coordinate and manage tasks necessary to process active and future development applications;
- Provide initial environmental screenings and ensure submitted development applications are complete and contain all relevant information;
- Provide Conditional Use Permit (CUP) reviews and preliminary environmental determinations;
- Provide project coordination and reimbursed CEQA environmental reviews for land development and public works projects;
- Work with staff to resolve project issues and coordinate comments among City, agency staff, and applicants;
- Review and update City ordinances as directed by staff; and
- Assist in the preparation of staff reports, resolutions, and public notices for Planning Commission and City Council meeting hearings as required.

FINANCIAL:

Within the Fiscal Year 2023/2024 budget, the City Council approved a total of \$41,800 for planning and engineering Professional Services in support of the Planning Department. The proposed contract with SHN would be on an "as needed" basis and compensation for services would on a time and expenses basis subject to the Fee Schedule (Exhibit B in attached contract). The proposed month-to-month contract amount is not to exceed fifty thousand dollars (\$50,000.00) annually.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- APPROVE THE PLANNING SERVICES CONTRACT WITH SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.; AND
- AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.

Service Agreement

This Agreement is made this 18th day of March, 2024 between City of Corning subsequently referred to as "CLIENT," and SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Avenue, Eureka, California, a California Corporation, subsequently referred to as "SHN." SHN's professional work is conducted by or under the direction of licensed engineers and geologists. The work under this contract will be under the direction of Bruce R. Grove Jr., located at SHN Consulting Engineers & Geologists, Inc., 350 Hartnell Avenue, Suite B, Redding, California 96002. SHN may assign another appropriately licensed person to direct such work by providing reasonable notice of such to CLIENT.

1. Project

- A. By joining in this Agreement, CLIENT retains SHN to provide as needed on-call environmental and planning consulting services.
- B. CLIENT is aware that no work will begin until both CLIENT and SHN sign this Agreement.
 CLIENT is aware that work on Project has begun in good faith, and that remaining work will follow execution of this Agreement by both CLIENT and SHN. CLIENT's request to begin work prior to execution of this Agreement constitutes CLIENT's acceptance of this Agreement and all of its provisions with respect to work performed both prior to and after execution of this Agreement, unless such work was performed pursuant to separate written agreement or as otherwise expressly set forth to the contrary herein.

2. Scope of Services

- A. By this Agreement, the scope of SHN's services is limited to:
See attached Scope of Services and Fee Schedule, dated February 19, 2024.
- B. SHN will not be responsible for any services not specifically listed under 2(A) above.
- C. Except as expressly provided for in Sections 3(C) and 5(B) hereof, there will be no addition or deletion to the scope of services, schedule for performance, or the fees charged for such services without the written consent of both parties. Such written consent addressing the scope of services, schedule for performance, and fees charged for such services shall be required prior to any additional work being provided except as otherwise provided for in Sections 3(C) and 5(B) hereof.

3. Work Schedule

- A. SHN will perform the services described in the scope of services for a period to be determined and agreed upon by CLIENT and SHN.
- B. Reasonable schedule extensions will be allowed for any delay that is beyond the control of SHN. Matters beyond the control of SHN that may give rise to schedule extensions include, but are not limited to inclement weather, unanticipated Project conditions, delays in obtaining necessary third party approvals regarding the Project, illness or death of key Project personnel, and delays caused by third parties working on the Project. In the event of delay allowed for herein, the parties agree to work together in good faith to make appropriate modifications to the schedule described in Section 3(A) above. SHN shall not be liable for damages arising out of any such delay and shall not be deemed to be in breach of this agreement as a result thereof.
- C. In the event there is a change to the scope of services that is agreed to in writing by the parties, but the parties fail to agree upon a change to the above described schedule for performance of the services, a reasonable extension to the schedule will be allowed to accommodate the change to the scope of services.



4. General Conditions

The following general conditions are incorporated into and made part of this Agreement:

- A. SHN is an independent contractor and will maintain complete control of and responsibility for its employees, subconsultants, subcontractors, and agents.
- B. CLIENT will provide SHN with all available information concerning this Project, including electronic copies, as necessary. SHN shall be entitled to rely, without liability, on the accuracy and completeness of any and all information and services provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- C. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.
- D. While SHN will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless otherwise noted. In the execution of work, SHN will take all reasonable precautions to avoid damage to surface and subsurface structures and/or utilities. CLIENT agrees to hold SHN harmless for any damages to subsurface structures and/or utilities that are not called to SHN's attention and are not currently shown on the plans furnished or otherwise identified by CLIENT. In the course of performing the Scope of Services as outlined in this Agreement, previously unknown or unidentified hazardous materials or substances may be encountered. In such event, SHN will not be considered the Owner, in control of, or responsible for said materials. SHN's sole responsibility will be to notify CLIENT of said hazardous materials and possible courses of action for CLIENT to pursue. All work on the Scope of Services outlined in this Agreement will cease until hazardous conditions have been resolved. Any additional work with regard to the hazardous material mitigation measures will be subject to negotiation of a new Agreement. CLIENT agrees to indemnify, defend, and hold SHN, its agents, employees, officers, directors, and independent contractors harmless from any liability relating to or arising from the breach of CLIENT's duties hereunder.

In addition, if cross-contamination of aquifers or other hydrous bodies were to occur, in connection with the Scope of Services provided hereunder, CLIENT waives any and all claims against SHN and agrees to defend, indemnify, and hold SHN harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination. CLIENT further agrees to compensate SHN for any time spent or expenses incurred by SHN in defense of any such claim, in accordance with SHN's prevailing fee schedule and expense reimbursement policy.

- E. SHN will take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by SHN, SHN will have no responsibility for any Project safety program or the safety of any entity or person other than SHN and its employees.
- F. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with applicable laws, rules, and regulations.
- G. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.



- H. CLIENT recognizes that subsurface conditions at various locations on the Project property may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.
- I. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.
- J. Unless express provisions to the contrary are provided herein, SHN shall retain ownership and all copyrights to any plans, specifications, reports, and any other documents it creates for CLIENT, its agents, or assigns. Upon payment to SHN as set forth herein, CLIENT is merely granted a license to use such documents for the Project described herein.
- K. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:
- (i) the modifications or misuse by CLIENT or third parties, of such electronic data;
 - (ii) decline of accuracy of readability of electronic data due to inappropriate storage conditions or duration; or
 - (iii) any use by CLIENT or third parties of such electronic data, for additions to this project, for the completion of this project by others for generation of record drawings, or for any other project by SHN.
- Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT, by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.
- L. Neither CLIENT nor SHN may delegate, assign, or transfer their duties or interest in this Agreement without the written consent of the other party except as expressly allowed for herein. SHN may use third parties it engages to perform the services provided hereunder, and SHN may assign the right to collect any amounts due for work performed pursuant to this Agreement to third parties, without the consent of CLIENT having first been obtained.
- M. CLIENT shall review and approve SHN-prepared project documents conforming to the Scope of Services at each phase of the Project.
- N. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of CLIENT. Because SHN has no control over the cost of labor, material, or equipment, or over the competitive bidding or market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to CLIENT.
- O. If SHN assists CLIENT in the process of selecting other consultants, contractors, or services, CLIENT shall perform its own due diligence in making a final decision. SHN makes no warranty or guarantee on the performance of the selected consultant, contractor, or service.
- P. If CLIENT proposes and goes forward with an objectionable project decision or feature, construction activity, or operational procedure, SHN shall notify CLIENT of its objection and the reasons for the objection. If CLIENT moves forward with the objectionable action, SHN shall be held harmless from liability and negative results related to the action.
- Q. SHN and CLIENT agree that any dispute arising under this Agreement and the performance thereof with an amount in controversy exceeding \$10,000.00 shall be subject to non-binding mediation as a prerequisite to further legal proceedings. The



cost of such mediation shall be borne equally by the parties. Any party making a demand for mediation shall do so in writing to the other party, and such demand shall suggest not less than five (5) licensed attorneys with offices located within Humboldt County, California, as disinterested mediators to assist with resolution of the dispute. The parties shall cooperate to arrange mediation with a mediator from such list selected by the non-demanding party to be conducted not less than 60 days after the demand having been made. Failure by a party to cooperate with the foregoing shall enable the other party to proceed to further legal proceedings without completing mediation and the party so failing shall be liable for any damages caused by such. Any pertinent statute of limitations shall be tolled pending the conduct of the above described mediation process.

This Agreement shall be governed by the laws of the State of California, and any litigation or other legal proceedings shall be conducted in the Superior Court of California. The parties agree that this Agreement was negotiated and executed in Humboldt County, California, and as such, agree that the proper venue for adjudication of any disputes arising hereunder shall be the Superior Court of California located in Humboldt County, California. SHN and CLIENT waive any right to a trial by jury.

- R. To the fullest extent permitted by law, the total liability, in the aggregate, of SHN and its agents and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or relating to the Project shall not exceed the total compensation received by SHN. CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by SHN.

To the extent damages are covered by insurance of CLIENT, CLIENT waives all rights against the contractors, consultants, agents, and employees of SHN for damages, except such rights as CLIENT may have to the proceeds of such insurance. CLIENT shall require its contractors, subcontractors, consultants, subconsultants, agents, and such parties' employees to execute similar waivers in a form and substance that is acceptable to SHN, in its reasonable discretion. SHN may further require any insurer capable of providing coverage described herein to expressly waive subrogation of claims against SHN, but failure of any such insurer to expressly waive subrogation shall in no way create a right of subrogation inconsistent with the terms hereof.

- S. SHN and CLIENT waive all consequential damages and any similar damages in tort, including, but not limited to, damages for loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement, regardless of whether such claim or dispute is based upon breach of contract, or the negligent act, or omission of SHN or its employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.
- T. Unless noted otherwise in Section 5 of this Agreement, CLIENT warrants and represents all work to be performed by SHN pursuant to this Agreement is not subject to State or Federal prevailing wages. If it is subsequently determined that work performed is subject to prevailing wages, CLIENT shall compensate SHN 1.3 times the difference between actual wage paid and prevailing rate required, plus any penalties. CLIENT shall also indemnify, defend, and hold SHN harmless for any other liabilities arising from or related to the breach of CLIENT's representation and warranty regarding prevailing wages.
- U. This Agreement shall be terminated as follows:
 - (i) Upon completion of the Scope of Services and receipt of all compensation due to SHN; or



- (ii) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

V. Insurance

- (i) SHN shall procure and maintain insurance as set forth in Exhibit A. SHN shall cause CLIENT to be listed as an additional insured on any applicable general liability insurance policy carried by SHN.
- (ii) CLIENT shall procure and maintain insurance as set forth in Exhibit A. CLIENT shall cause SHN and its Consultants to be listed as additional insureds on any general liability policies carried by CLIENT, which are applicable to the Project.
- (iii) CLIENT and SHN shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit A. Such certificates shall be furnished prior to commencement of SHN's services and at renewals thereafter during the life of the Agreement.
- (iv) All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

W. Indemnification

Indemnification by SHN: To the fullest extent permitted by Laws and Regulations, SHN shall indemnify and hold harmless CLIENT and CLIENT's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of SHN or SHN's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, agreed to by CLIENT and SHN in Paragraph "R".**

Indemnification by CLIENT: CLIENT shall indemnify and hold harmless SHN and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent required in Paragraph "R".**

No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of CLIENT, SHN, and all other negligent entities and individuals.



5. Fee

- A. SHN will be compensated for these services on a time and expenses not to exceed basis. Fees are estimated as FIFTY THOUSAND DOLLARS (\$50,000). Fees DO NOT include Prevailing Wage Rates.
- B. If Project requirements indicate that the scope of services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement will be entered into to cover the revised scope and fee. In the event a change to the scope of services is agreed to in writing as provided for herein, but the parties fail to agree in writing to a revised method or figure for fees concerning the changed scope of services, the fees for the changed scope of services shall be determined on the basis of time and expense in accordance with SHN's current schedule of fees.
- C. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. CLIENT shall notify SHN within two (2) weeks of receipt of invoice of any dispute with the invoice. CLIENT and SHN will act in good faith to resolve any disputed items promptly. Payment on invoice amounts is due upon receipt of invoice by CLIENT and is past due fifteen (15) days from the date of the invoice. Thereafter, SHN will charge, and CLIENT agrees to pay, a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices. The retainer will be held until Project completion, and will be applied to the final invoice.

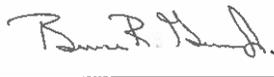
In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

SHN Consulting Engineers & Geologists, Inc.

Address: 350 Hartnell Avenue, Suite B
Redding, CA 96002

By: Bruce R. Grove Jr.

Title: Regional Principal

Signature: 

Date: March 18, 2024

CLIENT: City of Corning

Address: 794 Third Street
Corning, CA 96021

By: _____

Title: _____

Signature: _____

Date: _____



Exhibit A

Insurance

A. The limits of liability for the insurance required by Paragraph V of the Agreement are as follows:

Workers' Compensation:	Statutory
Employer's Liability --	
Bodily injury, each accident:	\$1,000,000
Bodily injury by disease, each employee:	\$1,000,000
Bodily injury/disease, aggregate:	\$1,000,000
General Liability --	
General Aggregate:	\$2,000,000
Products Comp/Op Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any 1 person)	\$5,000
Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):	
	\$1,000,000
Professional Liability -	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000

During the term of this Agreement SHN shall notify CLIENT of any other Consultant to be listed as an additional insured on CLIENT's general liability policies of insurance.





February 19, 2024

Mr. Brant Mesker
City Manager
City of Corning
794 Third Street
Corning, CA 96021

Subject: Scope of Services and Fee Schedule – Planning Department General Support Services

Dear Mr. Mesker:

SHN Consulting Engineers and Geologists, Inc. (SHN) is pleased to provide you with the attached scope of services related to planning staff general support services. As summarized below, SHN will provide the City of Corning Planning Department as-needed planning services to supplement existing staff resources. Given the unknown level of effort that may be required to process the applications and development reviews through the approval process, SHN proposes to assist the City on an as-needed basis related to, but not limited to, application of the City's General Plan, policies, and development laws and coordination of environmental reviews and documentation with City staff and applicant consultants, as necessary.

We appreciate the opportunity to work with you and successfully supporting development reviews in the City of Corning. Please do not hesitate to contact me directly at 530-221-5424 or at bgrove@shn-engr.com.

Respectfully,

SHN

A handwritten signature in black ink, appearing to read 'Bruce R. Grove Jr.', is positioned above the typed name.

Bruce R. Grove Jr.
Regional Principal

cc: Lisa Lozier, AICP

BRG:brg

Enclosures: Exhibit 'A' – Scope of Services
Exhibit 'B' – Fee Schedule



Exhibit 'A'

SCOPE OF SERVICES Planning Department General Support Services

SHN will provide the City of Corning with general staff support services related to project application review and processing, project management, environmental review under the California Environmental Quality Act (CEQA), and staff report assistance. Projects will include, but not be limited to, subdivision application reviews and processing, rezone applications, Use Permit processing, and the review and updating of City ordinances, as needed.

General Scope of Services

SHN's general staff support services will be completed on an as-needed time and materials basis based on the following general tasks. Working under direction of City staff SHN will:

- As needed, SHN will provide additional onsite services related to project-specific meetings, application intakes, and participation at Planning Commission and City Council hearings.
- Coordinate and manage tasks necessary to process active and future development applications.
- Provide completeness and initial environmental screenings of development applications.
- Provide CUP completeness reviews and preliminary environmental determinations.
- Provide project coordination and *reimbursed* CEQA environmental reviews for land development and public works projects.
- Work with staff to resolve project issues and coordinate comments among City and agency staff and applicants.
- Review and update City ordinances as directed by staff.
- Assist in the preparation of staff reports, resolutions, and public notices for Planning Commission and City Council hearings, as required.

TASK 1.0 – APPLICATION REVIEW AND INITIAL ENVIRONMENTAL SCREENING

SHN will review applicant submitted application materials for adequacy and completeness and provided a preliminary determination if the proposed use is conditionally permitted in the subject zoning district.

Based on readily available information on-file with the City, including information provided by the applicant, SHN will highlight potential critical environmental issues that may affect project approval, scheduling, or site design considerations. As part of this initial review, SHN will provide the City with an initial environmental determination or identify potential issues that may require further detailed study. Task 1 will culminate with a preliminary completeness memo for use in communicating with the applicant the following: 1) the necessary additional information required to move the application forward; or 2) that the application has been deemed complete and a target date for public hearing; and 3) the anticipated level of CEQA review and preliminary costs necessary to complete the process.



TASK 2.0 – CEQA COMPLIANCE

Task 2.1 – Categorical Exemption

Based upon review of the applicant’s application materials (see Task 1) SHN will identify the appropriate Categorical Exemption (CE) class for the proposed project in conformance with CEQA Guidelines Section 15300. SHN will prepare the Notice of Exemption (NOE) for posting at the California Office of Planning and Research, State Clearinghouse, and will work with the City to post the NOE at the Office of the Tehama County Clerk.

Task 2.2 – Mitigated Negative Declaration

If requested by staff, and subject to cost recovery provided by the applicant, SHN will prepare an Initial Study (IS) in conformance with CEQA and the regulations requirements and procedures of any other responsible Public Agency with jurisdiction by law. Based on our current project understanding, this Task assumes preparation of an IS leading to a Mitigated Negative Declaration (MND), or in certain cases where applicable a Categorical Exemption (CE). Should the initial environmental screening, noted above under Task 1, determine that the preparation of an Environmental Impact Report (EIR) is required, a separate scope of services and budget can be prepared for the alternative environmental documentation.

TASK 3.0 – STAFF REPORT PREPARATION

SHN will prepare written staff reports related to each development application or other City sponsored projects. Each staff report will serve as the basis for a proper and appropriate land use decision and provide the City decision-making body and applicants with concise and easy-to-understand information related to the project, impacts, conditions, and mitigation measures (if necessary).

TASK 4.0 – PUBLIC HEARING ATTENDANCE

As needed, SHN will participate in Planning Commission and/or City Council meetings.

TASK 5.0 – MANAGEMENT AND COORDINATION

The SHN project manager will be responsible for the facilitation and management of staff planning support services. Responsibilities will include, but are not limited to, preparing correspondence, letters, notices, and other documents as necessary; coordinating with applicants (with City involvement); and other duties associated with representing the City as a planner.

The City will have ongoing access to our project manager through regular face-to-face meetings (as described below), as well as through telephone and email contacts that are monitored constantly to provide quick response. If requested, SHN can also attend and participate in regularly scheduled weekly staff meetings with City staff. These meetings will discuss individual project applications, review schedule and work progress to date, resolve critical issues promptly, and discuss any other related items.



Exhibit 'B'

FEE SCHEDULE
Planning Department General Support Services

Monthly expenditures can and will fluctuate on a month-to-month basis depending on level of effort required; however, overall labor costs will be closely monitored to ensure actual effort is commensurate with direction and assumptions established between SHN and the City.

SHN 2024 Fee Schedule	
Position	Hourly Rate
Principal	\$ 195
Senior Planner	\$ 130 - \$ 190
Associate Planner	\$ 90 - \$ 130
Staff Planner	\$ 80 - \$ 120
GIS Specialist	\$ 80 - \$ 135
Expert Witness	\$ 275.00

SHN will receive payment based on monthly billing. Time and materials billings will be linked to each project or assignment reference code. The SHN Manager reserves the right to make adjustments to staff allocations as necessary.

Notes and Assumptions:

1. Applicant will provide fees necessary to cover CEQA documentation and processing (MND, EIR), including application processing fees.



ITEM NO.: J-15
APPROVE AGREEMENT WITH T-MOBILE
WEST, LLC FOR GROUND LEASE
SPACE AT THE CLARK PARK
TELECOMMUNICATIONS TOWER SITE
February 28, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER
COLLIN BOGENER, CITY ATTORNEY

BACKGROUND:

Staff negotiated a Ground Lease Agreement with T-Mobile West, LLC to lease premises at 103 Fig Lane (Clark Park) for its equipment, personal property and improvements associated with tenant's wireless communications service business. On February 28, 2023, staff presented an agreement that was approved by the City Council. Since that time, the contract was never fully executed and there has been changes to the contract. Due to the changes and in the interest of transparency it is imperative that the agreement comes before the Council for review and approval.

This agreement allows T-Mobile to place antennas on the existing telecommunications tower located at this site and construct a structure of approximately 400 square feet to house their generator, electronics, and other equipment. The proposed Agreement terms allow premises to be used for the construction, installation, operation, maintenance, repair, additions, modification expansion, enhancement, upgrading, removal, relation, or replacement of any and all antenna facilities with City Council approval.

A summary of the Agreement is provided below:

- Rent of \$1,200 per month and with each successive renewal term increase by three (3%) percent each year. Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question.
- Initial Term of the Lease shall be ten (10) years commencing on the date of Tenant's exercise of the Option (the Commencement Date) and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (Initial Term). The Initial Term shall automatically renew for three (3) successive renewal terms of five (5) years provided that Tenant may elect not to renew by providing notice in writing prior to the expiration of the then current term.
- Tenant shall maintain Commercial General Liability Insurance in amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

Upon City Council approval the project would go before the Planning Commission to issue a Use Permit for the lease and use of the City owned property per the City Municipal Code. This would also serve as an opportunity for the City to reasonably condition the project.

FINANCIAL:

The proposed Agreement would provide the City \$14,400 annually, and with each successive renewal term increase by three (3%) percent each year. Additional equipment is subject to negotiation and shall be reasonable and consistent with industry standards for similar installations in the same geographic area.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- **APPROVE THE PROPOSED AGREEMENT WITH T-MOBILE LLC, AND**
AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between **The City of Corning, a municipal corporation** ("Landlord") and **T-Mobile West LLC, a Delaware limited liability company** ("Tenant").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 103 Fig Lane, Corning, CA 96021, as further described on **Exhibit A** (the "Property"). The Property includes 400 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities, as generally described on **Exhibit B** (the "Premises"). In addition to the square footage specified above, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) and the installation of power, telephone and other utility service cables. However, it is expressly agreed that the exact and precise location of the Tenant's Antenna Facilities (as defined below) are subject to review and approval by the planning and/or zoning boards having jurisdiction over the Property. The specific locations, number and type of equipment described in **Exhibit B** is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, relocate or upgrade.

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The option period shall commence on the Effective Date and shall continue for one (1) year (the "Option Period"). For the Option Period, Tenant shall pay Landlord Two Thousand and no/100 dollars (\$2,000.00). If the Option is not exercised within the Option Period, then this Lease will terminate.

3. **Landlord Cooperation.** After the Effective Date Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation or replacement of any and all Antenna Facilities (the "Permitted Uses") with Landlord approval which shall not be unreasonably withheld, conditioned or delayed. The Landlord may negotiate additional compensation for any additional equipment that results in the expansion of the Premises. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have

the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property, at a location agreed upon by Landlord and Tenant, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location. The temporary antenna facility shall only remain on the Premises for the period of time that the permanent Antenna Facilities are not functioning, but in no case longer than twenty (20) days. The temporary antenna facility shall not interfere with the Landlord's reasonable use of the Premises.

5. **Lease Term.**

a) The Initial Term of the Lease shall be ten (10) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for three (3) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

6. **Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of one thousand two hundred dollars (\$1,200) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive year shall be increased on the anniversary of the Commencement Date by three (3%) percent of the Rent for the immediately preceding year.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

8. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove or replace existing utility related equipment and/or construct and install new utility related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "**Utility Facilities**") with approval by the Landlord. The Landlord may negotiate additional compensation for any additional equipment installed outside the Premises at the time of approval. Landlord grants to Tenant the right to receive utility services including, but not limited to electric facilities, appurtenances and associated equipment, and the right for the utility service supplier to excavate

for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use said Utility Facilities to serve the Premises, together with the right for the utility service supplier to ingress and egress from said utility facilities across the Property. Landlord grants the right for the utility service supplier to trim or cut down any trees or brush within five (5) feet for under grounded utilities and fifteen (15) feet for overhead utilities on each side of the centerline of said utility facilities. In addition, Landlord shall not erect or construct any building or other structure, or drill or operate any well within five (5) feet for under grounded utilities and fifteen (15) feet for overhead utilities in each side of the centerline of said utility facilities. The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "Utility Fees") shall be payable, by the following method:

a) **Separate Meter.** Tenant shall install a separate meter and will remit payment directly to the utility provider.

9. Access and Easements.

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises including the Utility Facilities on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. In the event that Landlord does not provide Tenant with access as described, Rent will be abated for the time period where Tenant was denied access to the Antenna Facilities. Tenant will make its best efforts to enter the Premises and perform work between the hours of 7:00 a.m. and 10:00 p.m., and only enter the property outside that timeframe in an emergency. Tenant shall not disturb or impede park activities or users.

b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, installation, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements") as depicted in Exhibit B. Landlord shall not modify, interrupt or interfere with any access, communications, electricity, or other utility equipment and Easements serving the Property, except with the prior written approval of Tenant.

c) Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default.

10. Termination. Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice, Tenant may terminate this Lease for any or no reason. Upon one (1) year prior written notice, Tenant or Landlord may terminate this Lease at any Renewal Term. Upon the expiration, cancellation or termination of this Lease, Tenant shall (a) promptly surrender the Premises in its condition as of the Effective Date, less ordinary wear and tear, with all Antenna Facilities removed.

11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If

the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to casualty, condemnation, or damages, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. Default and Right to Cure.

(a) The following will be deemed a default by Tenant and a breach of this Lease (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

13. Taxes. Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide notice of any tax or assessment within fifteen (15) days for which Tenant is liable in whole or in part. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge. In the event that Landlord fails to pay any taxes or other fees and assessments for the Property, including the Premises, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Landlord shall provide Tenant with written notice of any taxes due that Landlord fails to pay.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant shall maintain Commercial General Liability Insurance in amounts of Two Million and no/100 Dollars (\$2,000,000.00) per occurrence and Four Million and no/100 Dollars (\$4,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or

the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages.

c) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

d) The provisions of subsections (b) above shall survive the expiration or termination of this Lease.

15. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ SC60573A

If to Landlord, to:

The City of Corning
794 3rd Street
Corning, CA 96021
Email address: rkampmann@corning.org

Per the W-9 Form Rent is to be paid to:

The City of Corning
794 3rd Street
Corning, CA 96021

16. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition

and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. **Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to and approval by Landlord. Tenant shall also have the right to provide access and easement rights existing under this Lease, for the purposes of bringing in Utility Facilities, including fiber equipment. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. If Tenant consents to a transfer of this Lease separate from an ownership of the Property ("Severance Transaction"), Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. **Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities, unless the work is in response to an emergency. In the case of an emergency, Landlord will provide reasonable notice to Tenant before performing the work. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work and impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany

Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Tenant; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section.

20. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

**LANDLORD: The City of Corning,
a municipal corporation**

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

Title: _____

Date: _____



T-Mobile Legal Approval

EXHIBIT A
Legal Description

Property address of 103 Fig Lane, Corning, CA 96021
Assessor's tax parcel number of 073-260-030

The Property is legally described as follows:

Property located in Tehama County, California

Lot 3 in Block 31 of Maywood Colony, as the same is shown on the Map entitled: "Map of Maywood Colony Subdivided into 10 acre Tracts", filed in the Office of the County recorder of the County of Tehama, State of California, May 23, 1891, in Book "A" of Maps at Page 33.

AND BEING the same property conveyed to The City of Corning, a municipal corporation from Roy L. Hendrickson by Grant Deed dated March 7, 1947 and recorded March 14, 1947 in Liber 180, Page 397.

Tax Parcel No. 073-260-030

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

(Plan Set dated August 29, 2022 created by Peek Site-Com)

PROPRIETARY INFORMATION
 THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO T-MOBILE WEST LLC. NO DISCLOSURE OTHER THAN THAT WHICH RELATES TO PEAK SITE.COM IS STRICTLY PROHIBITED

T-Mobile
 T-MOBILE WEST LLC
 1700 Chabot Ave. Suite 101 • Roseville, CA 95678

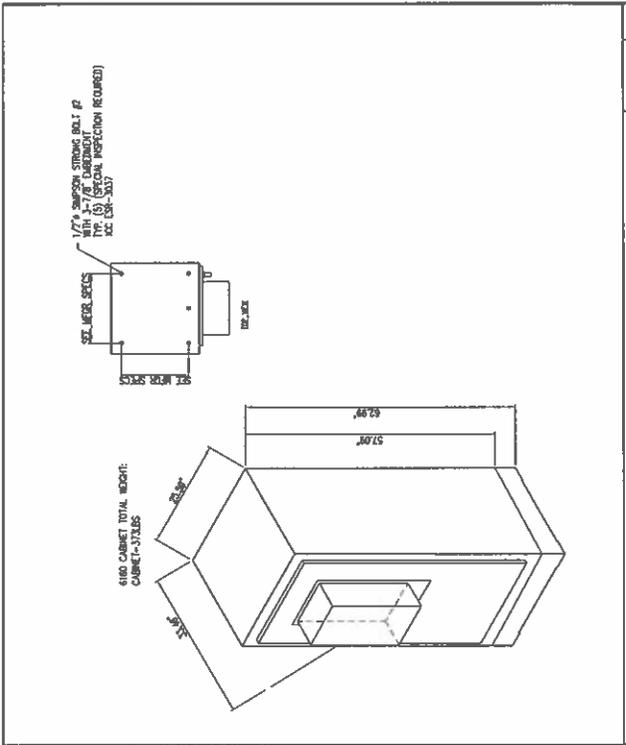
PROJECT INFORMATION:
VZW EAST CORNING
 401 E. 9th Ave
 Corning, CA 96026

REV.	DATE	DESCRIPTION	BY
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2	5-24-12	ISSUE FOR PERMITS	WT
3	6-14-12	ISSUE FOR PERMITS	WT
4	6-22-12	ISSUE FOR PERMITS	WT
5	6-30-12	ISSUE FOR PERMITS	WT
6	6-29-12	ISSUE FOR PERMITS	WT

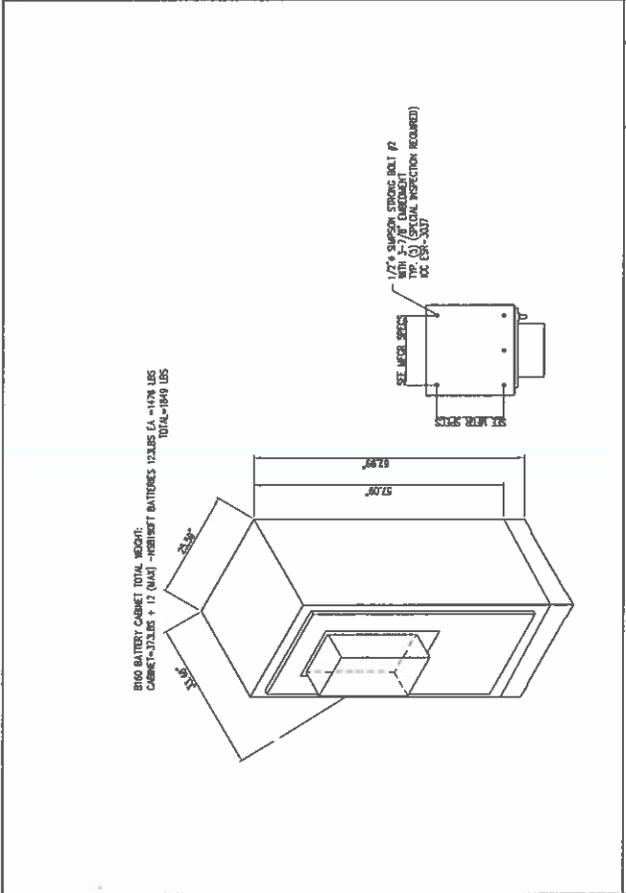
COORDINATING ENGINEER:
Peek Site-Corn
 17852 Eastport Ave. Suite 101
 Roseville, CA 95678
 Phone: (916) 885-6169
 E-Mail: info@peeksite.com



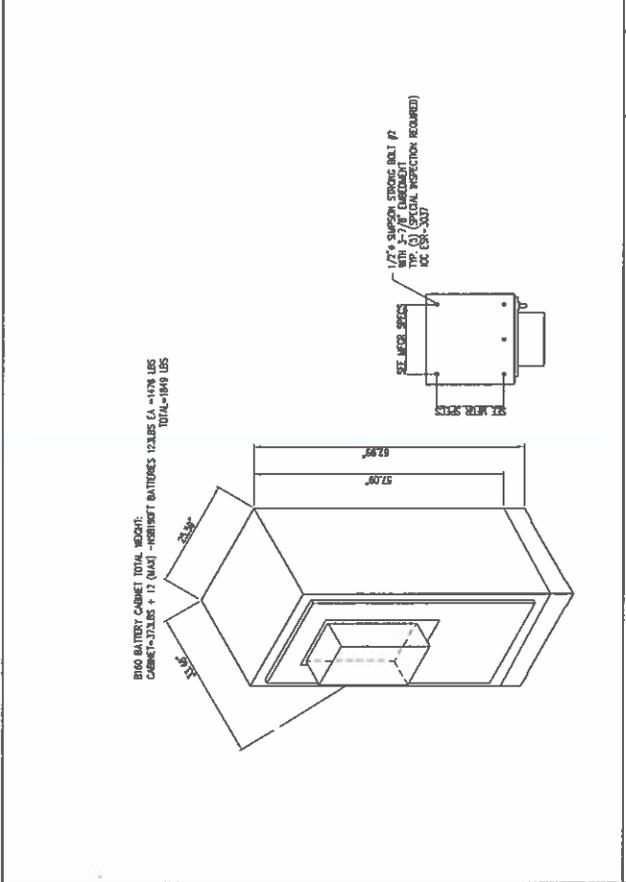
SCALE: N.T.S.
 SHEET NO.: 6160-3.10
 SHEET TOTAL: 3



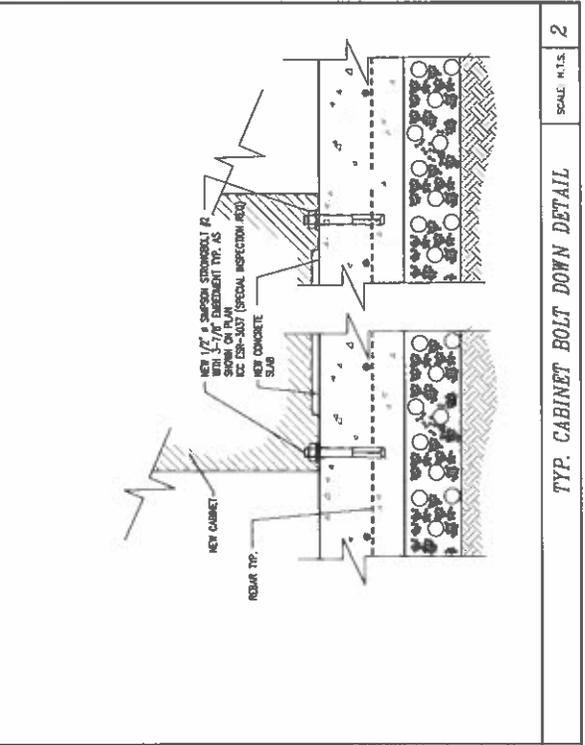
TYP. 6160 BATTERY CABINET DETAIL SCALE: N.T.S. 1



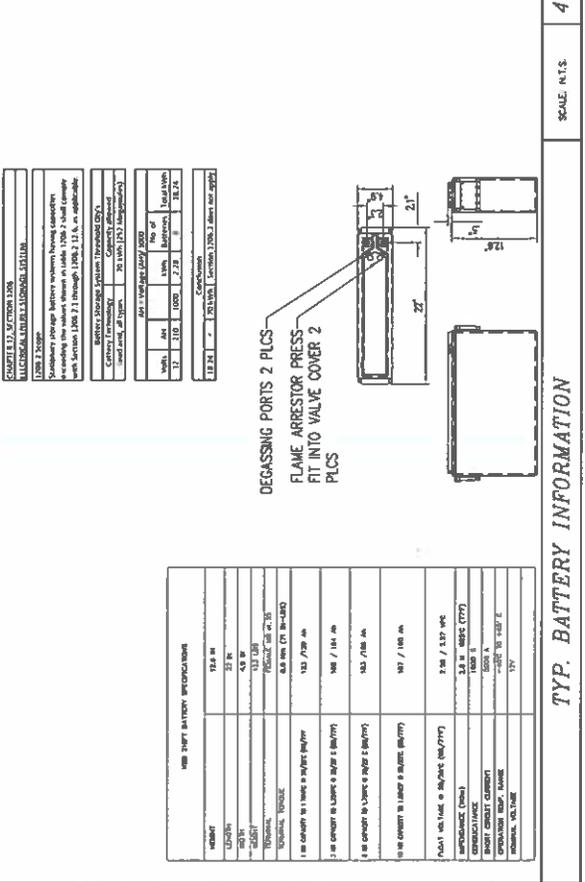
TYP. CABINET BOLT DOWN DETAIL SCALE: N.T.S. 2



TYP. 6160 BATTERY CABINET DETAIL SCALE: N.T.S. 3



TYP. 6160 BATTERY CABINET DETAIL SCALE: N.T.S. 4



TYP. BATTERY INFORMATION SCALE: N.T.S.

ITEM	DESCRIPTION	QTY	UNIT
1	6160 BATTERY CABINET	1	EA
2	6160 BATTERY CABINET	1	EA
3	6160 BATTERY CABINET	1	EA
4	6160 BATTERY CABINET	1	EA
5	6160 BATTERY CABINET	1	EA
6	6160 BATTERY CABINET	1	EA
7	6160 BATTERY CABINET	1	EA
8	6160 BATTERY CABINET	1	EA
9	6160 BATTERY CABINET	1	EA
10	6160 BATTERY CABINET	1	EA
11	6160 BATTERY CABINET	1	EA
12	6160 BATTERY CABINET	1	EA
13	6160 BATTERY CABINET	1	EA
14	6160 BATTERY CABINET	1	EA
15	6160 BATTERY CABINET	1	EA
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44	6160 BATTERY CABINET	1	EA
45	6160 BATTERY CABINET	1	EA
46	6160 BATTERY CABINET	1	EA
47	6160 BATTERY CABINET	1	EA
48	6160 BATTERY CABINET	1	EA
49	6160 BATTERY CABINET	1	EA
50	6160 BATTERY CABINET	1	EA

6160 BATTERY CABINET TOTAL WEIGHT:
 CABINET-37LBS + 12 (MAX) -HEAVY BATTERIES 12LBS EA -144LBS
 TOTAL=180LBS

6160 CABINET TOTAL WEIGHT:
 CABINET-37LBS

1/2" SUSPENSION STRONG BOLT #2
 SEE MECH SPECS
 TYP. (3) (SPECIAL INSPECTION REQUIRED)
 CC ESN-3037

NEW 1/2" SUSPENSION STRONG BOLT #2
 NEW CONCRETE
 NEW CABINET
 REAR TP.

DEGASSING PORTS 2 PLCS
 FLAME ARRESTOR PRESS-
 FIT INTO VALVE COVER 2
 PLCS

6160 BATTERY CABINET TOTAL WEIGHT:
 CABINET-37LBS + 12 (MAX) -HEAVY BATTERIES 12LBS EA -144LBS
 TOTAL=180LBS

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO T-MOBILE WEST LLC. ANY DISCLOSURE OTHER THAN THAT WHICH RELATES TO PEAK SITE CDH 13 IS STRICTLY PROHIBITED.

CLIENT:
T-Mobile
T-MOBILE WEST LLC
1700 California Street, Suite 100, San Francisco, CA 94109

PROJECT INFORMATION:
VZW EAST CORNING
1611 FULMER
CORNING, CA 95026

REV.	DATE	DESCRIPTION	BY
1	5-19-12	900 DCS	WRT
2	5-24-12	1000 DCS	WRT
3	6-11-12	1000 DCS	WRT
4	6-22-12	1000 DCS	WRT
5	6-29-12	1000 DCS	WRT
6	6-29-12	1000 DCS	WRT

COORDINATING ENGINEER:
Peek Site-Com
12852 Ecorhart Ave. Suite 101
Alhambra, California 91802
Phone (626) 855-0160
E-Mail info@peaksitecom.com

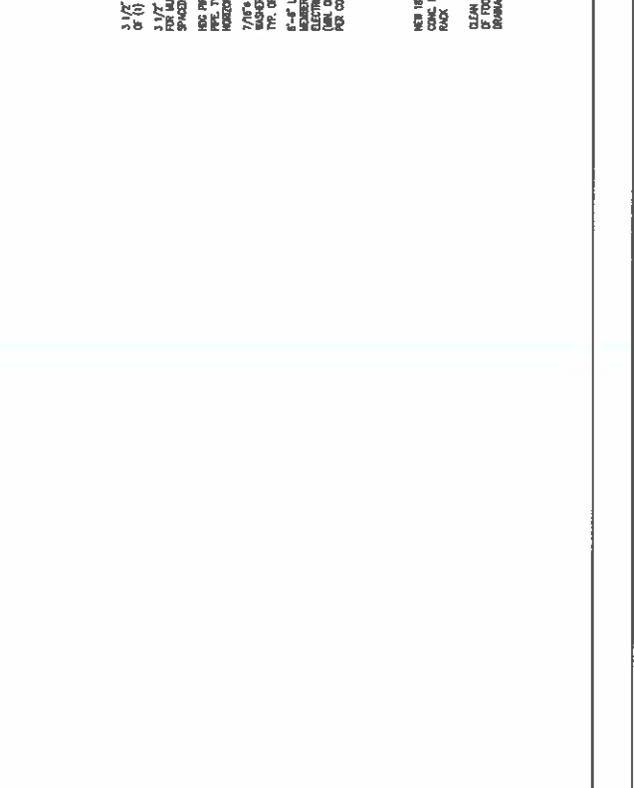
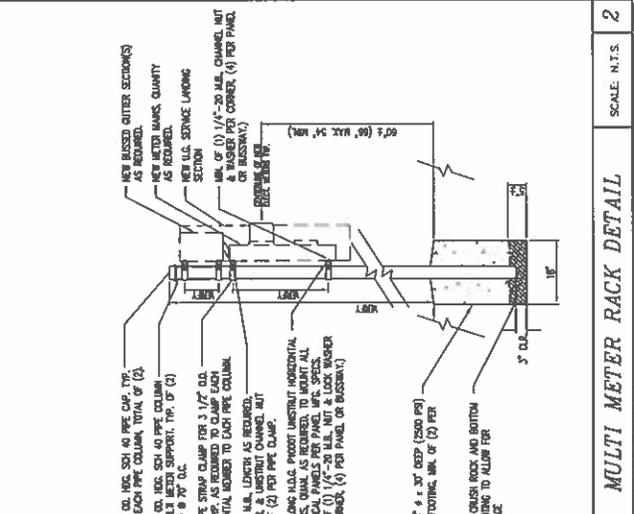
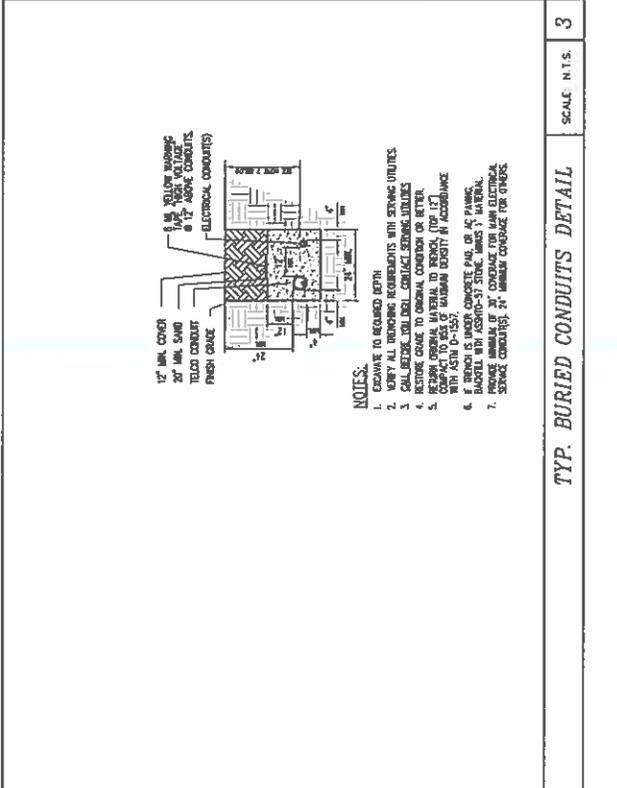
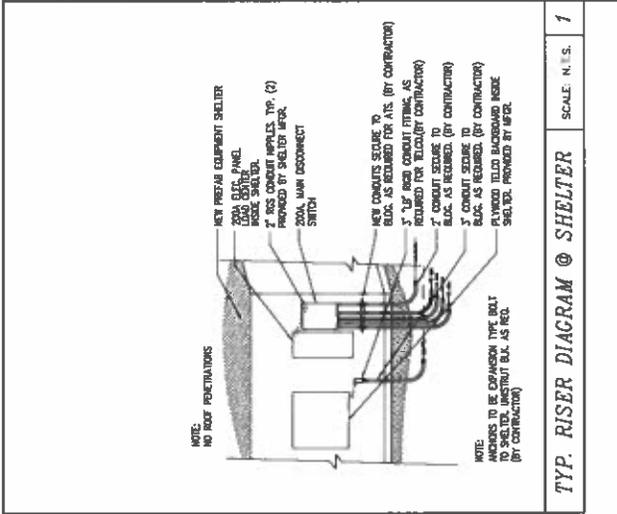
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SITE: 1/8" = 1'-0"
DRAWING BY: WRT
CHECKED BY: WRT
DATE: 5/19/12
SHEET TITLE: 5000572A
SHEET NUMBER: 10 OF 10

ELECTRICAL SHEET
SHEET NUMBER: E-10

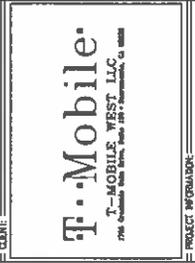
ELECTRICAL LEGEND

KEY	EXISTING	NEW
[Symbol]	PANEL BOARD, SURFACE MOUNTED	[Symbol]
[Symbol]	DRY TYPE TRANSFORMER	[Symbol]
[Symbol]	METER	[Symbol]
[Symbol]	CIRCUIT BREAKER	[Symbol]
[Symbol]	NON-REMOVABLE DISCONNECT SWITCH, MOUNTED 5'-6" A.F.F.	[Symbol]
[Symbol]	FUSIBLE DISCONNECT SWITCH, MOUNTED 5'-6" A.F.F.	[Symbol]
[Symbol]	TRANSIENT VOLTAGE SURGE SUPPRESSOR WITH BUILT-IN FUSES, SURFACE MOUNTED	[Symbol]
[Symbol]	DUPLIX OUTLET, SURFACE MOUNTED	[Symbol]
[Symbol]	20 AMP, 125 VOLTS, SINGLE PHASE	[Symbol]
[Symbol]	JUNCTION BOX, SURFACE MOUNTED 18" A.F.F.	[Symbol]
[Symbol]	KEYED SWITCH, SURFACE MOUNTED	[Symbol]
[Symbol]	WALL MOUNTED, ENCLOSED, AND GASKETED INDUSTRIAL INCANDESCENT FITTING WITH ONE 100 WATT LAMP BURNING 72" A.F.F.	[Symbol]
[Symbol]	EXPOSED WIRING	[Symbol]
[Symbol]	HOME RUNS, MINIMUM 2" DIA. x 1" DIA. IN 3/4" CONDUIT @ 1/2"	[Symbol]
[Symbol]	ABOVE FINISHED FLOOR	[Symbol]
[Symbol]	UNLESS OTHERWISE NOTED	[Symbol]
[Symbol]	WEATHERPROOF	[Symbol]
[Symbol]	GROUND FAULT INTERRUPTER	[Symbol]

- ELECTRICAL NOTES**
- ALL ELECTRICAL WORK SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN THE NATIONAL ELECTRICAL CODE (NEC) AS WELL AS ALL OTHER APPLICABLE STATE UTILITY RULES & SPECIFICATIONS.
 - ALL ELECTRICAL WORK SHALL BE APPROVED OR USED AND INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.
 - THE ELECTRICAL WORK INCLUDES ALL LABOR AND MATERIAL NECESSARY TO PROVIDE COMPLETE, OPERATING AND MAINTENANCE WORK.
 - CONTRACTOR SHALL PAY FEES FOR PERMITS AND BE RESPONSIBLE FOR OBTAINING SAID PERMITS AND COORDINATION OF INSPECTIONS.
 - ELECTRICAL AND SIGNAL WIRING TO BE RUN IN CONDUIT TO BE INSTALLED IN CONDUIT SHALL BE IN WATERPROOF CALUMET RIBBON STEEL CONDUIT (WPC) UNLESS OTHERWISE SPECIFIED. ALL WIRING SHALL BE INSTALLED IN CONDUIT UNLESS OTHERWISE SPECIFIED. ALL WIRING SHALL BE INSTALLED IN CONDUIT UNLESS OTHERWISE SPECIFIED. ALL WIRING SHALL BE INSTALLED IN CONDUIT UNLESS OTHERWISE SPECIFIED.
 - CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS OTHERWISE SPECIFIED.
 - ELECTRICAL WORK SHALL BE COVERED WITH THE WORK, THINK, OR WITH INSULATION, (PER PLAN).
 - NON-ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL OTHER APPLICABLE STATE UTILITY RULES & SPECIFICATIONS.
 - ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL OTHER APPLICABLE STATE UTILITY RULES & SPECIFICATIONS.
 - ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL OTHER APPLICABLE STATE UTILITY RULES & SPECIFICATIONS.
 - ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL OTHER APPLICABLE STATE UTILITY RULES & SPECIFICATIONS.
 - CALL USA 1-800-727-2800 2 DAYS PRIOR TO COMMENCING ELECTRICAL OR TOLLO WORK.
 - CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR FINAL AND EXACT WORK LOCATIONS AND COORDINATION TO UTILITY COMPANIES.
 - CONTRACTOR SHALL FURNISH AND INSTALL ALL CONDUIT, ALL WIRING, CABLE, FILLERS, CONIC ENCLOSURE OF CONDUIT (IF BOLL), TRANSFORMER PAD, BUNDLES, POLE BODIES, ENCLOSURES, MOUNTING AND PROVIDE ALL UTILITY COMPANY FEES IN WRIT OF WORK.



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OF ANY INFORMATION RELATES TO PECK SITE-COM IS STRICTLY PROHIBITED.



PROJECT INFORMATION

VZW EAST CORNING
12852 Eberhart Ave., Suite 101
Auburn, California 95602
Phone (530) 885-6160
E-Mail: info@eastatcom.com

REV.	DATE	DESCRIPTION	BY
1	5-11-02	ISSUE DSS	WRT
2	5-14-02	ISSUE DSS	WRT
3	8-14-02	ISSUE DSS	WRT
4	8-14-02	ISSUE DSS	WRT
5	8-30-02	ISSUE DSS	WRT
6	8-30-02	ISSUE DSS	WRT

COORDINATING ENGINEER:
Peek Site-Com
12852 Eberhart Ave., Suite 101
Auburn, California 95602
Phone (530) 885-6160
E-Mail: info@eastatcom.com



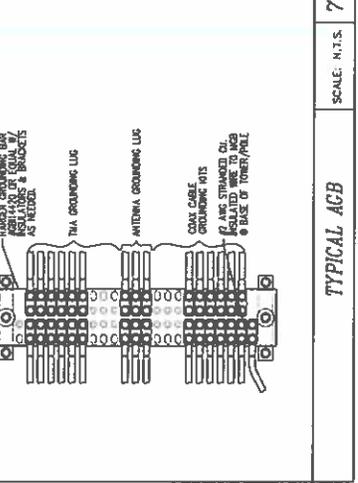
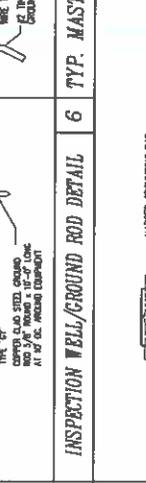
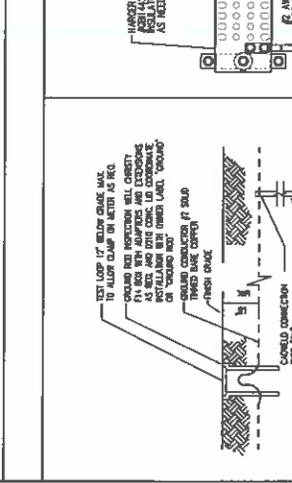
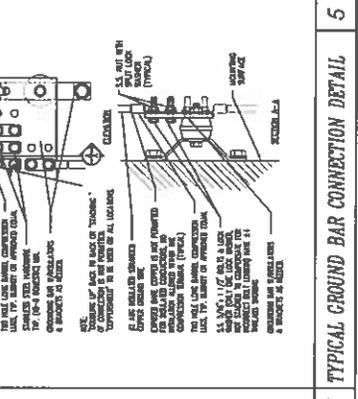
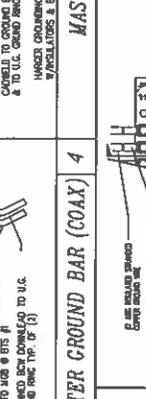
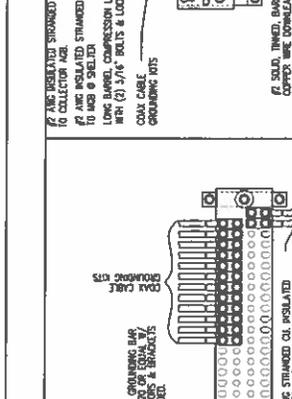
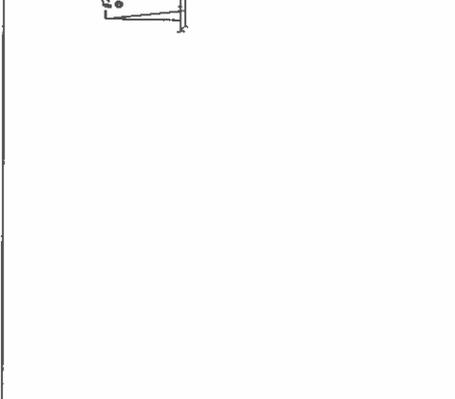
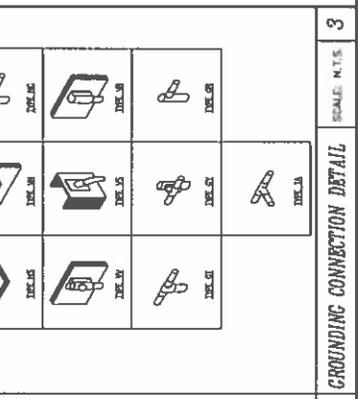
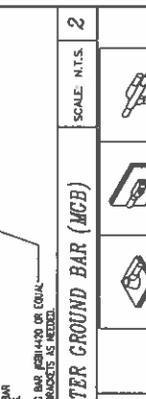
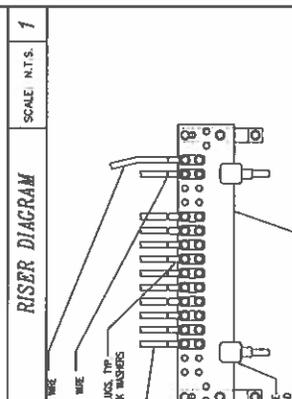
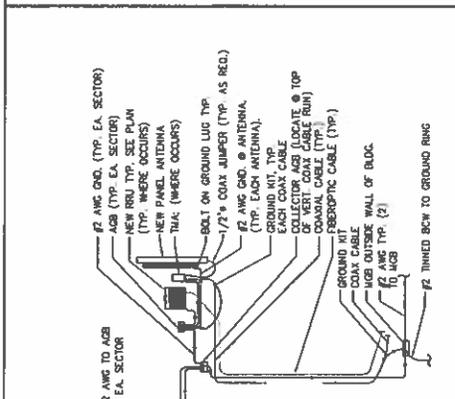
SHEET TITLE: **GROUNDING SHEET**
SHEET NUMBER: **E-20**

GROUNDING LEGEND

	1/2 AWG. DND. (TYP. EA. SECTOR)
	1/2 AWG. DND. (TYP. EA. SECTOR)
	NEW RRU TYP. SEE PLAN (TYP. WHERE OCCURS)
	NEW PANEL ANTENNA (TYP. WHERE OCCURS)
	BOLT ON GROUND LUG TYP. (TYP. AS REQ.)
	1/2 AWG. DND. @ ANTENNA (TYP. EACH ANTENNA)
	GROUND KIT, TYP. (TYP. AS REQ.)
	EACH COAX CABLE COLLECTOR LUG (LOCATE @ TOP OF EACH COAX CABLE)
	COAXIAL CABLE (TYP.)
	FIBEROPTIC CABLE (TYP.)
	GROUND KIT (TYP.)
	1/2 AWG. DND. @ ANTENNA (TYP. EACH ANTENNA)
	1/2 AWG. DND. @ ANTENNA (TYP. EACH ANTENNA)
	1/2 AWG. DND. @ ANTENNA (TYP. EACH ANTENNA)

GROUNDING NOTES

- GROUNDING SHALL COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS.
- ALL ELECTRICAL SYSTEMS SHALL BE GROUNDED TO THE SAME POINT OF GROUND.
- ALL ELECTRICAL SYSTEMS SHALL BE GROUNDED TO THE SAME POINT OF GROUND.
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- ALL ELECTRICAL SYSTEMS SHALL BE GROUNDED TO THE SAME POINT OF GROUND.



Recording Requested By
& After Recording, Mail To:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: SC60573A

APN: 073-260-030

(Space Above This Line For Recorder's Use Only)

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between **The City of Corning, a municipal corporation**, ("Landlord") and **T-Mobile West LLC**, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an Initial Term of one (1) year commencing on the effective date of the Lease.
3. Provided that the Option has been exercised by Tenant, the Initial Term of the Lease shall be for ten (10) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for three (3) additional and successive five (5)-year terms.
5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD: The City of Corning,
a municipal corporation**

By: _____

Printed Name: _____

Title: _____

Date: _____

**TENANT: T-Mobile West LLC, a Delaware
limited liability company**

By: _____

Printed Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

Property located in Tehama County, California

Lot 3 in Block 31 of Maywood Colony, as the same is shown on the Map entitled: "Map of Maywood Colony Subdivided into 10 acre Tracts", filed in the Office of the County recorder of the County of Tehama, State of California, May 23, 1891, in Book "A" of Maps at Page 33.

AND BEING the same property conveyed to The City of Corning, a municipal corporation from Roy L. Hendrickson by Grant Deed dated March 7, 1947 and recorded March 14, 1947 in Liber 180, Page 397.

Tax Parcel No. 073-260-030

**ITEM NO.: J-16
ADOPT RESOLUTION NO. 04-09-2021-02
CALLING FOR A BALLOT MEASURE
CHANGING THE OFFICES OF THE CITY
CLERK AND CITY TREASURER FROM
ELECTED POSITIONS TO APPOINTED
POSITIONS AT THE ELECTION TO BE
HELD NOVEMBER 5, 2024.**

April 9, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER 
COLLIN BOGENER, CITY ATTORNEY

SUMMARY:

Request City Council to consider adopting the Resolution calling for a Ballot Measure changing the offices of the City Clerk and the City Treasurer from elected positions to appointed positions. This is the first step allowing this to appear on the November 5, 2024 Ballot to be voted on by the citizens of Corning. If approved by the voters, the positions of City Clerk and City Treasurer would become appointed positions. If not approved by the voters, the positions would remain elective.

The Measure gives voters an opportunity to establish the professional requirements for certain city officials – City Clerk and City Treasurer.

The responsibilities of these positions of trust have become increasingly technical in recent years. State law does not allow qualifications for elected positions other than being a registered voter in the City. By making these appointed positions, gives the City the ability to establish skill and training requirements and select the best qualified people from a pool of applicants. The City may appoint qualified people who are already city employees, thus avoiding the cost of additional appointed employees.

It is difficult for voters to know if elected Clerks and Treasurers are doing a good job serving the City, and even more difficult to hold them accountable. The City is in a good position to observe appointed officials' performance and hold them accountable.

In recent years, most cities have transitioned to the appointed model and citizens voted in favor of making these positions appointed instead of being elected.

BACKGROUND:

The statutory duties of a City Clerk are expressed in Government Code sections 40801 through 40814 and the statutory duties of a City Treasurer are expressed in Government Code sections 41001 through 41007, inclusive. The duties for both offices have become more technical over the years since these government code sections were adopted.

The statutory qualifications for the office for a City Clerk and City Treasurer are easily satisfied. Government Code section 3502(a) provides generally that a person is not eligible to hold office as a City Clerk or City Treasurer unless he or she is, at the time of assuming office, eighteen (18) years of age or older, registered to vote, and residing within the limits of the City of Corning. These are the sole requirements.

Notwithstanding, the duties of a City Clerk and City Treasurer have, as stated previously, become more technical over the years. One advantage of making both offices appointive is that the City Council or City Manager, in the case of a delegation by the City Council, can establish professional standards and eligibility criteria appropriate for each position above and beyond the minimum qualifications for office of being eighteen (18) years of age or older, registered to vote, and a resident.

The office of City Clerk has evolved significantly over the years. The City Clerk must possess a number of very specific skills and have knowledge and understanding of the law in order to fully perform the responsibilities of the position. The City Clerk serves as an elections official in the context of administering Federal, State, and local procedures through which government representatives are selected. The City Clerk is responsible for assisting candidates for office in meeting their legal responsibilities before, during, and after an election. The City Clerk also takes a lead role in agenda preparation, posting of notices and agendas, and records the decisions of the City Council. This includes the preparation of minutes, ordinances, proclamations, and resolutions. The City Clerk also acts as Records Manager in the oversight of the preservation and protection of public records. This requires knowledge of the California Public Records Act and records retention laws.

As it relates to the City Treasurer, the duties have evolved over time as well. While the statutory duties can be described as fairly comprehensive, effective financial management requires professional skills and expertise in areas such as electronic banking, municipal fund accounting, government reporting requirements, investment regulations, and debt management.

From a historical perspective, the City Clerk and City Treasurer have always been elective offices in the City of Corning. Presently, the elected office and the administrator position in the City Clerk's office is held by Lisa Linnet.

State law requires that general law cities maintain the positions of City Clerk and City Treasurer. The positions may be appointed or elected. The City Clerk and City Treasurer are currently elected. Notwithstanding, Government Code section 36508 states that the City Council may submit the question of whether the elective officers shall be appointed by the City Council. Pursuant to Government Code section 36509, the question shall be printed on the ballots used at the election substantially in one of the following forms:

- (a) "Shall the offices of City Clerk and City Treasurer be appointive?"; or
- (b) "Shall the office of City Clerk be appointive?"; or
- (c) "Shall the office of City Treasurer be appointive?"

The words "yes" and "no" shall be printed on the ballots so that the voters may express their choice.

Changing the City Clerk and City Treasurer positions from elective to appointive requires placing a ballot measure in the form of (a) or (b) or (c), above, before the electorate. This is accomplished by adopting a resolution that submits the proposed ballot measure wording to the Tehama County Clerk/Registrar of Voters and directs the City Attorney to prepare an impartial analysis of the measure. The Resolution attached hereto advances Option (a), above.

If the ballot measure is adopted by a majority of the votes cast in favor, the default position expressed by Government Code section 36510 is that the City Clerk and City Treasurer would be appointed by the City Council itself with the first opportunity for such an appointment to occur at the expiration of the term of office for each officer or upon any vacancy in such an office. Put another way, the change from elected office to appointive office is prospective.

The City Clerk and City Treasurer elected offices are on the ballot for the statewide election occurring on November 5, 2024. If the measure is successful, it would nullify the results of the election of the City Clerk and City Treasurer.

One important matter to emphasize is that Government Code section 36510 permits the City Council, by Ordinance, to vest in the City Manager its authority to appoint the City Clerk and the City Treasurer. Whether this occurs or not is a question to be resolved after the election in the sole discretion of the City Council. Because the question to be put on the ballot used at the election is dictated with precise language, as set forth in Government Code section 36509, the City Council may not deviate from the language set forth in that section. The issue of whether the power to appoint shall be delegated to the City Manager, either with or without Council authority to ratify any such appointment, can be resolved after the election. Notwithstanding, the possibility of a delegation will be placed in the text of the measure (see Section 2 of the attached Resolution) and expressed as a post-election possibility in the City Attorney's impartial analysis.

In the event that the offices of City Clerk and City Treasurer are made appointive, Government Code section 36510 provides that these officers would no longer be required to be residents or electors residing within the jurisdictional limits of the City. One advantage to this is that this will widen the pool of applicants because non-residents (i.e., County residents) could be appointed.

Lastly, and only if the City Council desires to put the measure on the ballot, the Council should consider whether there is interest in authoring an argument in favor of the ballot measure to convert the City Clerk and City Treasurer to appointive positions. Pursuant to Elections Code section 9282(b), the City Council, or any member of the City Council authorized by the City Council, may file a written argument for or against any city measure. Arguments of not more than three hundred (300) words each for and against any ballot measure will then be included in the voter information guide. Pursuant to Elections Code 9285, a qualified rebuttal argument may not exceed two hundred fifty (250) words.

Although an argument can be authored by a maximum of five (5) eligible voters, the Elections Code requires that only one argument for and one against each ballot measure will be accepted by the elections official (City Clerk) and provides for an orderly process in determining who is eligible to submit a statement. If more than one argument for or more than one argument against the measure is received by the deadline, the elections official (City Clerk) must select only one argument for and against, giving preference and priority pursuant to Elections Code section 9287 in the following order to:

1. The legislative body, or member or members of the legislative body authorized by that body.
2. The individual voter, or bona fide association of citizens, or combination of voters and associations, who are the bona fide sponsors or proponents of the measure.

3. Bona fide associations of citizens.
4. Individual voters who are eligible to vote on the measure.

The City Council has several options regarding the preparation of ballot arguments. In the event the City Council decides to author an argument as a whole body, this could be accomplished in several ways in compliance with the Brown Act. The Council could write the argument in open session or delegate up to two (2) Council members to prepare the argument and present the draft to the whole Council for approval in an open session. Alternately, the City Council could authorize up to two (2) Council Members to author and sign the argument either with the Council's consent to include the name and title of the non-authoring members of the City Council or without any such inclusion. If this last option is adopted, the Council should be fully aware that it is delegating the authorship of the argument entirely and there would be no opportunity to amend the argument once delegated.

RECOMMENDATION:

ADOPT RESOLUTION NO. 04-09-2024-02 CALLING FOR A BALLOT MEASURE CHANGING THE OFFICES OF THE CITY CLERK AND CITY TREASURER FROM ELECTED POSITIONS TO APPOINTED POSITIONS AT THE ELECTION TO BE HELD NOVEMBER 5, 2024 AND AUTHORIZE THE CITY MANAGER TO COORDINATE THE MEASURE PROCESS WITH LEGAL COUNSEL.

RESOLUTION NO. 04-09-2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING SEEKING VOTER APPROVAL TO CONVERT THE OFFICES OF THE CITY CLERK AND CITY TREASURER TO APPOINTED OFFICES, SETTING DATES FOR SUBMISSION OF ARGUMENTS IN FAVOR OR AGAINST THE BALLOT MEASURE, AND REQUESTING THE ASSISTANCE OF THE COUNTY OF TEHAMA IN CONNECTION WITH THAT ELECTION

WHEREAS, the City Council desires to submit to the voters of the City of Corning at a General Municipal Election to be consolidated with the Statewide General Election on November 5, 2024, a question relating to the City Clerk and City Treasurer positions, and

WHEREAS, State statute provides that the City Clerk and City Treasurer positions shall be elective; and

WHEREAS, Government Code section 36508 also provides that the City Council may submit a measure to the voters asking if the City Clerk and City Treasurer positions should be appointive;

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

Section 1. That the City Council, pursuant to its right and authority, does call a General Municipal Election and orders submitted to the voters at the General Municipal Election to be held and consolidated with the Statewide General Election scheduled for Tuesday, November 5, 2024, the following question:

Shall the offices of City Clerk and City Treasurer be appointive	Yes
	No

A “yes” vote shall be counted in favor for having the positions become appointive. A “No” vote shall be counted against having the positions be appointive.

Section 2. That the proposed measure submitted to the voters shall read:

The City Clerk and City Treasurer shall no longer be elective officials in the City of Corning. From and after January 1, 2025 for both City Clerk and City Treasurer, or upon an earlier vacancy in the office of City Clerk or City Treasurer, the City Clerk and City Treasurer shall be appointed by the City Council. The City Clerk and City Treasurer so appointed shall hold office at the pleasure of the City Council and, notwithstanding California Government Code Section 36502 to the contrary, are not required to be a resident or elector in the City. The City Council may by Ordinance vest in the City Manager its authority to appoint the City Clerk and City Treasurer.

Section 3. Pursuant to Elections Code section 10403, the City Council requests the Board of Supervisors of the County of Tehama to consolidate this City measure with the General Statewide Election to be held on November 5, 2024.

Section 4. The City Council authorizes any and all members of the City Council (or anyone assigned by the City Council) to file a written argument in favor or against the City measure, accompanied by the printed name(s) and signature(s) of the person(s) submitting it, or if submitted on behalf of an organization the name of the organization,

and the printed name and signature of at least one of its principal officers, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and to change the argument until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.

Section 5. Pursuant to Elections Code section 9286, the City Clerk has established Monday, July 15, 2024, 5:00 p.m. as the deadline for the submission of arguments in favor or arguments against the question. If more than one argument for or more than one argument against the questions is submitted, the priorities set forth in Elections Code section 9287 shall control.

Section 6. Pursuant to Elections Code section 9285(b) the City Council hereby adopts the provisions of Elections Code section 9285(a) allowing the filing of rebuttal arguments. The deadline for filing rebuttal arguments shall be Friday, July 26, 2024, 5:00 p.m.

Section 7. Pursuant to Elections Code section 9280, the City Clerk is instructed to transmit a copy of the Ballot Measure to the City Attorney along with a request that an impartial analysis be prepared for the Ballot Measure. The City Attorney shall submit such impartial analysis to the City Clerk by 5:00 p.m., Monday, July 15, 2024.

Section 8. Pursuant to the requirements of the laws of the State of California relating to general law cities, there is called and ordered a general municipal election to be consolidated with the Statewide General Election held in the City of Corning on Tuesday, November 5, 2024, for the purpose of placing a measure to the voters of Corning relating to the elective nature of the City Clerk and City Treasurer positions.

Section 9. The City Clerk is authorized, instructed, and directed to work with the Tehama County Clerk and Registrar of Voters as needed in order to properly and lawfully conduct the election. The ballots to be used in the election shall be in a form and content as required by law. The County is authorized to canvass the returns of the general municipal election.

Section 10. The Board of Supervisors is requested to instruct the Tehama County Clerk and Registrar of Voters to provide such services as may be necessary for the holding of the consolidated election. The election shall be held in all respects as if there were only one election. The City of Corning recognizes that the County will incur additional costs because of this consolidation and agrees to reimburse the County for those costs.

Section 11. The polls for the election shall be open at seven o'clock a.m. on the day of the election and shall remain open continuously from that time until eight o'clock p.m. that same day, when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California. The notice of the time and place of holding the election is hereby given, and the City Clerk is authorized to give further notice of the election, as required by law.

Section 12. The in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 13. The City Clerk is directed to file a certified copy of this Resolution with the Tehama County Board of Supervisors and the Tehama County Clerk and Registrar of Voters.

Section 14. This Resolution shall become effective immediately upon passage and adoption.

IT IS HEREBY CERTIFIED that the City Council of the City of Corning duly introduced and regularly adopted the foregoing Resolution at a regular meeting held on April 9, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Snow, Mayor

ATTEST:

Lisa Linnet, City Clerk

**ITEM NO.: J-17
REVIEW AND PROVIDE STAFF
DIRECTION REGARDING PALM TREE
LANDSCAPE DESIGN OPTIONS FOR
THE CORNING CITY PLAZA AND
RECREATION CENTER PROJECT**

April 9, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER 
ELIJAH STANLEY, PUBLIC WORKS DIRECTOR
CHRISTINA MEEDS, PLANNER II/RECREATION COORDINATOR

SUMMARY:

City Council requests to revisit the direction previously provided regarding the landscape design, specifically relating to the palm trees. As part of the design, the City Council appointed an ad hoc committee to provide input and suggestions. The ad hoc committee has met three times during the design phase; on January 10, 2024, October 4, 2023, and August 29, 2023. Discussion regarding the removal of the palm trees occurred in two of the three meetings and the input provided by public in attendance and by the ad hoc committee was to remove the palm trees. On October 10, 2023, an item was brought to the City Council to review and adopt the conceptual design for the Corning City Plaza and Recreation Center Project.

Based on the direction provided, all palm trees, on 3rd Street and Solano Street adjacent to the project are to be removed and replaced with broad leaf European Beech trees and irrigation to be installed. The plan currently is to reuse as much of the sidewalk as possible on 3rd Street and Solano Street, leaving the red brick stamped concrete in place.

The current plans also call out for storm drain modifications at the corner of 3rd Street and Solano Street. The storm drain modifications in conjunction with Americans with Disabilities Act requirements would require the first two palm trees on 3rd Street and the first palm tree on Solano Street to be removed should the decision be made to leave the palm trees in place. This modification would assist in the stormwater drainage at this location/intersection.

Staff are sensitive to the age, heritage, and historical presence of the palm trees. There are also some concerns about the palm trees remaining in place. Therefore, staff are sensitive to the potential risks and concerns in regards to hazards, the increased maintenance, and the negative affect on the operation of the splashpad if the palm trees are left in place.

FINANCIAL:

This project is funded by the Department of Parks and Recreation Statewide Park Development and Community Revitalization Program of 2018 Grant for the Corning Recreation Center and Plaza Project. These funds must be spent on the development of the Recreation Center and City Plaza.

RECOMMENDATION:

PROVIDE STAFF DIRECTION ON THE LANDSCAPE DESIGN SPECIFICALLY REGARDING THE PALM TREES ON 3RD STREET AND SOLANO STREET ADJACENT TO THE PROJECT SITE