



**CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, JULY 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.**

**In compliance with the Americans with Disabilities Act and Title VI. If you need special assistance or translation services to participate in this meeting, please contact the City Clerk's Office at 530/824-7033 or via email at [ljinnet@corning.org](mailto:ljinnet@corning.org). Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.**

**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. INTRODUCTION: Introduction of recent Police Academy graduate and new City Police Officer Trainee, Sarah Herrera.**

**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.**

**2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**

**3. Waive the reading and approve the Minutes of the June 25, 2024 City Council Closed Session & Regular Meeting with any necessary corrections.**

**4. July 3, 2024 Claim Warrant in the amount of \$511,723.25.**

**5. July 3, 2024 Business License Report.**

**6. June 2024 Wages & Salaries: \$451,941.76.**

**7. June 2024 Treasurer's Report.**

**8. June 2024 Building Permit Valuation Report in the amount of \$348,216.**

**9. June 2024 City of Corning Wastewater Operations Summary Report.**

**H. ITEMS REMOVED FROM THE CONSENT AGENDA:**

**I. PUBLIC HEARINGS AND MEETINGS:**

**10. Adopt Resolution 07-09-2024-01 amending the Schedule of Fees and Charges for City Services to be effective September 10, 2024.**

**J. REGULAR AGENDA:**

11. **Approve 5-Year Agreement between the City and Tehama County for Animal Shelter Services from July 1, 2024 through June 30, 2029.**
12. **Informational Update and direction to staff regarding the 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.**
13. **Approve Change Order #2 Telstar Instruments for the Sodium Bisulfite and Sodium Hypochlorite Feed System at the Wastewater Treatment Plan in the amount of \$8,463 and approve appropriation of \$44,775 to fully fund the project.**
14. **Approve proposed Sideletters to the City's four Bargaining Unit Memorandums of Understanding regarding determination of various time and pay rates, and vacation.**

**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, JULY 5, 2024**



**CITY OF CORNING  
SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, JUNE 25, 2024  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

- A. **CALL TO ORDER:** 6:05 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. **PUBLIC COMMENTS:**
- D. **REGULAR AGENDA:**
  - 1. **LIABILITY AND WORKERS' COMPENSATION – REQUEST FOR AUTHORITY:**  
 Pursuant to Government Code § 54956.9. *White vs. City of Corning*
- E. **ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:** 6:20 p.m., Mayor Snow reported that the City Council met in Closed Session and gave staff direction.



**CITY OF CORNING  
CITY COUNCIL MEETING MINUTES  
TUESDAY, JUNE 25, 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 Rajan Zed, President, Universal Society of Hinduism.
- E. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:** None.
- F. **PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:**  
**Luke Alexander:** Thanked the City Council for appointing Martin Spannaus as the City's representative to the Tehama Council Flood Control & Water Conservation District Groundwater Commission.
- 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 June 11, 2024 City Council Regular meeting with any necessary corrections.
  - 3. June 20, 2024 Claim Warrant in the amount of \$274,379.71.

**4. June 20, 2024 Business License Report.**

**5. Following 12 years of service on the City's Library Commission, accept Carol Mueller's resignation from the Commissioner effective immediately.**

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

**H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.**

**I. PUBLIC HEARINGS AND MEETINGS: None.**

**J. REGULAR AGENDA:**

**6. Study Session: PowerPoint presentation and direction to staff regarding possible amendments to the City's Marijuana Ordinance.**

Presented by City Attorney Collin Bogener. He informed the Council of recent changes to the laws as a result of SB 1186 which became effective 1/2024 and stated that the City would need to do an Ordinance to address these changes.

**Luke Alexander:** Suggested that the following should be clarified within the new Ordinance: The number of associated businesses allowed, the licensing criteria, and associated taxes charged on these items.

**Mr. Myhre:** Criteria for deciding who receives a license to operate.

**Brooke Smith:** Crime Stats associated with the store front businesses.

By consensus of the City Council, a workshop will be scheduled to review and discuss this issue.

**7. Adopt Resolution 06-25-2024-01 approving the Fiscal Year 2024-2025 Program of Service and Annual Budget.**

Presented by City Manager Brant Mesker who confirmed that the attached Resolution reflects the 2024/25 Budget numbers previously presented and approved.

Councilor Demo moved to adopt Resolution 06-25-2024-01, a Resolution setting the appropriation and expenditure limits for all City funds to implement the 2024-2025 Program of Service and Annual Budget. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion carried by a 5-0 vote.**

**8. Adopt Resolution 06-25-2024-02 establishing the General Fund Appropriations Limit for the City of Corning for Fiscal Year 2024/2025 at \$18,077,162.**

Presented by City Manager Brant Mesker who stated that the attached is legally required annually and is required to be published in the paper.

Having received the report from the City's consulting Certified Public Accountant, Councilor Demo moved to adopt Resolution 06-25-2024-02 establishing an Appropriations Limit for the City of Corning General Fund for Fiscal Year 2024-2025 in the amount of \$18,077,162. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion carried by a 5-0 vote.**

**9. Adopt Resolution 06-25-2024-03 adopting the Fiscal Year 2024/2025 Street Project List that will utilize SB1 Funding; the Road Repair and Accountability Act of 2017.**

Presented by Public Works Director Elijah Stanley who stated that prior to receiving the estimated City RMRA State SB1 funds next year, each Agency must submit a project list that is to be funded by SB1, the Road Maintenance and Rehabilitation Account (RMRA). These roads are:

- Tehama Street between Houghton Avenue and Third Street;
- Almond Street between Peach Street and Marguerite Avenue (Carry over from 2023/24);
- Almond Street between 2<sup>nd</sup> and Peach Streets (Carry over from 2023/24);
- Fig Street between Almond Street and Fig Lane (Carry over from 2023/24).

Councilor Demo moved to adopt Resolution 06-25-2024-03 adopting the Fiscal Year 2024/2025 Street Project List that will utilize SB1 Funding, the Road Repair and Accountability Act of 2017; Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion carried by a 5-0 vote.**

**10. Approve Task Order "G" to Armstrong Consultants, Inc. for Professional Services for Grant Administration Assistance under the Airport Engineering Services Contract 2019-6.**

Presented by Public Works Director Elijah Stanley who stated that on January 28, 2020 City Council awarded the City Airport Contract 2019-6 to Armstrong Consultants, Inc.; the proposed services fall within this contract and can be sued as a Task Order.

Councilor Demo moved to approve Task Order "G" to Armstrong Consultants, Inc. for professional Services for Grant Administrative Assistance under Airport Engineering Services Contract 2019-6 in the estimated amount of \$ 163,830 and authorize the City Manager to sign the Task Order authorization. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion carried by a 5-0 vote.**

**11. Accept Notice of Completion and authorize release of Retention Funds in the amount of \$31,224.95 to Builders Solutions Inc. for the West Street Elementary School Connectivity Project.**

Presented by Public Works Director Elijah Stanley. Concerns were stated relating to cracking in curbs, etc. within the project area. Mayor Snow confirmed that the retention funds would not be paid until all punch list items were addressed, corrected, and accepted by the City.

Councilor Valerio moved to accept and direct the Public Works Director to sign the Notice of Completion and authorize the City Clerk to record the Notice with the Tehama County Clerk and Records Office and authorize the release of retention funds to Builder Solutions Inc. in the amount of \$31,224.95 25 days following the signed Notice of Completion. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion carried by a 5-0 vote.**

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

**L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None**

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

**Demo:** Reported on attendance at the Tehama County Transportation Commission and Transit Agency Meeting yesterday, it was a lengthy meeting with discussion relating to public transportation pick up/drop off locations in light of recent incidents of pedestrians being hit by trains.

**Valerio:** Announced the upcoming Car Show/Olive Festival on October 10<sup>th</sup> and reported on the recent Corning Around the World Event (he stated that in light of the events success they plan to hold the event again next year).

**Hargens:** Reported on her attendance at the recent Senior Center Breakfast, it was good. She also thanked the City's Public Works Department for the park maintenance, stating she was at Northside Park recently and the entire Park was being utilized and enjoyed by all, from the pool to the playgrounds, and the basketball and pickleball courts.

**Lomeli:** Reported that her Community Action Agency meeting yesterday was cancelled due to lack of a quorum.

**Snow:** Reiterated that the City's Public Works Department is doing a great job, the parks are looking the best that he has seen them in years.

**Julie Johnson:** Stated Red Bluff has uniquely painted horse statues throughout town that look great; a Utah City has dinosaurs also uniquely painted throughout their town. She believes they are purchased by businesses and donated to the City. She suggested doing something similar here with Olives to promote our City. She also noted the bee statues in Glenn County that Caltrans has installed. Art and culture enhance the City. The mural at Northside Park is beautiful.

**N. ADJOURNMENT: 7.27 p.m.**

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Lisa M. Linnet, City Clerk

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER



## MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS & RUBI ORDAZ  
ACCOUNTING TECHNICIAN

**DATE:** July 3, 2024

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday July 9, 2024 Council Meeting

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**PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:**

<b>A.</b>	<b>Cash Disbursements</b>	<b>Ending 07-03-24</b>	<b>\$ 367,667.83</b>
<b>B.</b>	<b>Payroll Disbursements</b>	<b>Ending 06-28-24</b>	<b>\$ 144,055.42</b>

**GRAND TOTAL \$ 511,723.25**



REPORT.: Jul 03 24 Wednesday  
 RUN...: Jul 03 24 Time: 15:25  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-24 thru 07-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
037172	06/24/24	TEH00	TEHAMA COUNTY SOLID WASTE	-26.93	02.15.241u	Ck# 037172 Reversed
037327	06/24/24	DEP03	DEPT OF TRANS/CAL TRANS	6492.77	24007253	Equip.Maint. St&Trf Light
037328	06/24/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	240482228	PROF SVCS-WTR DEPT
037329	06/24/24	PGE2B	PG&E	581.48	8306890-8	SOLAR-WWTP
037330	06/24/24	SON03	SONSRAY MACHINERY, LLC	1392.29	PS0137812	EQUIP MAINT-
037331	06/24/24	TAN00	T AND S DVBE, INC.	535.63	24-1100	SMALL TOOLS-STR
				2334.94	24-1101	SMALL TOOLS-STR
			Check Total.....:	2870.57		
037332	06/24/24	TEH00	TEHAMA COUNTY SOLID WASTE	26.30	0215241A	PROF SVCS-POLICE
037333	06/25/24	BDI00	BDI	91.80	950380099	SMALL TOOLS-
037334	06/25/24	COM01	COMPUTER LOGISTICS, INC	3720.00	85263	EQUIP MAINT-
037335	06/25/24	COR11	CORNING SAFE & LOCK	19.40	9983	MAT & SUPPLIES-BLD MAINT
037336	06/25/24	DEP03	DEPT OF TRANS/CAL TRANS	617.40	24007245	Equip.Maint. St&Trf Light
037337	06/25/24	DEP12	DEPT OF JUSTICE	35.00	743901	PROF SVCS-POLICE
037338	06/25/24	JAC03	JACKSON, LINDSEY	412.50	240623	REC INSTRUCTOR-
037339	06/25/24	PIT03	PITNEY BOWES, INC	143.08	102529681	MAT & SUPPLIES-
				286.16	102529684	MAT & SUPPLIES-
			Check Total.....:	429.24		
037340	06/25/24	SCH01	LES SCHWAB TIRE CENTER	65.00	00512521	VEH OP/MAINT-POLICE
				65.00	00512775	VEH OP/MAINT-POLICE
				395.26	00512805	VEH OP/MAINT-POLICE
			Check Total.....:	525.26		
037341	06/25/24	SHN00	SHN CONSULTING ENGINEERS	631.25	121648	PROF SVCS-PLANNING
037342	06/27/24	ALV00	ALVAREZ, CARLOS	1000.00	240630	REC INSTRUCTOR-REC (FLAG FOOTBALL)
037343	06/27/24	ATT02	AT&T	121.35	21901193	COMMUNICATIONS-
037344	06/27/24	BDI00	BDI	152.12	950380383	SMALL TOOLS-STR
037345	06/27/24	COR23	CORNING CARPET STORE	11234.00	009404	COUNCIL CHAMBERS-BLD MAINT
037346	06/27/24	GOR00	GORDON TRUCK CENTERS, INC	557.67	631017467	VEH OP/MAINT-
037347	06/27/24	HIN01	HINDERLITER, DE LLAMAS &	1439.04	SIN039881	PROF SVCS-FINANCE
				365.18	SIN039958	PROF SVCS-FINANCE
			Check Total.....:	1804.22		
037348	06/27/24	NAP01	NAPA AUTO PARTS	2066.41	240625	SMALL TOOLS-
037349	06/27/24	PGE2A	PG&E	213.38	240625	ELECT-CORNING COMMUNITY PARK
037350	06/27/24	PGE2B	PG&E	14327.20	240625	ELECT-WWTP
037351	06/27/24	QUI02	QUILL CORPORATION	650.80	111213835	COMP/EQUIP/SOFT-FIRE
037352	06/27/24	SCP00	SCP DISTRIBUTORS LLC	2175.94	SN118778	MAT & SUPPLIES-WTR
				-500.00	SN119061C	MAT & SUPPLIES-WTR
			Check Total.....:	1675.94		
037353	06/27/24	USA01	USA BLUE BOOK	1211.01	00404478	MAT & SUPPLIES-WTR
037354	06/27/24	VES00	VESTIS GROUP, INC.	88.05	597024	MAT & SUPPLIES-BLD MAINT
				88.05	602432	MAT & SUPPLIES-BLD MAINT
				89.06	607594	MAT & SUPPLIES-BLD MAINT
				89.06	613543	MAT & SUPPLIES-BLD MAINT
			Check Total.....:	354.22		
037355	06/28/24	WEB02	WEBSTER, WAYNE C.	120.00	240629	Rec Instructor-Rec
037356	06/28/24	COR08	CORNING LUMBER CO INC	483.99	240625	Mat/Supplies-
037357	06/28/24	DUT00	DUTCH BOY GRAPHICS	28.96	340627	Flag Football T Shirts
037358	06/28/24	GAY02	GAYNOR TELESYSTEMS, INC	68.00	44479	Communications-Dispatch
037359	06/28/24	GEO03	GEORGE ROOFING	59998.00	1	Roof-WWTP
037360	06/28/24	INL01	INLAND BUSINESS SYSTEMS	1260.58	IN4246473	Communications-
037361	06/28/24	KNI00	KNIFE RIVER CONSTRUCTION	688.48	304385	A/C Citywide-Streets

REPORT.: Jul 03 24 Wednesday  
 RUN....: Jul 03 24 Time: 15:25  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-24 thru 07-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
037362	06/28/24	MEN07	MENDOZA, BENTLEY	93.75 187.50 150.00 225.00	240504 240518 240615 240629	Rec Instructor-Rec Rec Instructor-Rec Rec Instructor-Rec Rec Instructor-Rec
Check Total.....				656.25		
037363	06/28/24	MEN08	MENDES SUPPLY COMPANY	652.14	R072768	Material/Supplies-Parks
037364	06/28/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	282404974	ProfServices Water Dept
037365	06/28/24	ROD10	RODRIGUEZ, JESENIA	1350.00	240630	Rec Coordinator
037366	06/28/24	SIE06	SIERRA-SACRAMENTO VALLEY	82.00	240627	Training/Ed-Fire
037367	06/28/24	\B085	MARIA BETANCOURT	100.00	000C40601	MQ CUSTOMER REFUND FOR BET0006
037380	06/30/24	AIR00	AIRGAS USA, LLC	87.32	509310297	Mat/Supplies-Fire
037381	06/30/24	ATT15	AT&T MOBILITY	750.73	240619	Communications-
037382	06/30/24	BDI00	BDI	331.33	503812049	Mat/Supplies-
037383	06/30/24	COA06	COAR DESIGN GROUP	16639.70	22333	Prop 68 Pre Cons-City Plaza Rec Center
037384	06/30/24	GRA02	GRAINGER, W.W., INC	7.27	167393637	Small Tools-
037385	06/30/24	HUN03	HUNTERS SERVICES INC.	645.75	352112	Pest & Weed/Tree Spraying-
037386	06/30/24	INF00	INFRAMARK, LLC	45319.72	125933	Prof Svcs-WWTP
037387	06/30/24	JOH12	JOHNSON'S TURBO CLEAN	300.00	000021	Bldg Maint-Theater
037388	06/30/24	LAC01	LACY, CLINT	450.00	240629	Rec Instructor-Rec
037389	06/30/24	MIL16	MILLENNIUM HEALTH, LLC	60.00	14343569	Emp. Physical-Pool
037390	06/30/24	MUN05	MUNOZ, SHEILA	229.00	240618	Equip Maint-Water (Reimb. work done on city line)
037391	06/30/24	NIC02	NICHOLS, EMBER V.	100.00	240630	Rec Instructor-Rec
037392	06/30/24	PGE04	PG&E	354.98 177.97	240628 240628A	TranspFacility TranspFacility
Check Total.....				532.95		
037393	06/30/24	PGE2A	PG&E	244.98 136.37 7.53	240627 240627A 240627B	Electric- Elect-Martini Plaza Electric-Cleland Prop
Check Total.....				388.88		
037394	06/30/24	PRE07	PRECISION WIRELESS SERVIC	2250.00	41536	Prof Svcs-Police
037395	06/30/24	QUI02	QUILL CORPORATION	50.82 630.29	39231700 178317678	Office Supplies- Office Supplies-Fire
Check Total.....				681.11		
037396	06/30/24	SCH01	LES SCHWAB TIRE CENTER	1412.08	100513373	Veh Opr/Maint-Police
037397	06/30/24	SCP00	SCP DISTRIBUTORS LLC	4455.26 -790.00	SN119117 SN119320C	Mat/Supplies-Water Material/Supplies-Water
Check Total.....				3665.26		
037398	06/30/24	SOU06	SOUTH AVENUE ACE	1884.67	240627	Material/Supplies-
037399	06/30/24	VAL07	VALLEY VETERINARY CLINIC,	98.23	780420	Prof Svcs-ACO
037400	06/30/24	VAL11	VALLEY PACIFIC PETROLEUM	2026.71 323.53	24-771960 24-771962	Material/Supplies- Veh Op/Maint-Fire
Check Total.....				2350.24		
037401	06/30/24	DEP09	DEPT OF CONSERVATION	201.18	240630	StrongMotion Bldg & Safet
037402	06/30/24	GAY02	GAYNOR TELESYSTEMS, INC	3899.33	44497	Communications-
037403	06/30/24	NOR47	NORTHSTAR	31953.60 6487.50	82599 82600	Almond/Prune-Street Projects Prof Services-Eng
Check Total.....				38441.10		
037404	06/30/24	PAY01	PAYGOV.US LLC	3136.89	1428	Bankg/Fees/Chrg-Finance
037405	06/30/24	RED00	RED BLUFF DAILY NEWS	172.00	6837737	Print/Adv-City Clerk
037406	06/30/24	THO01	THOMES CREEK ROCK CO	403.27	240701	Mat/Supplies-
037368	07/01/24	COR07	CORBIN WILLITS SYSTEMS, I	876.55	000C407011	EQUIP MAINT-FINANCE
037369	07/01/24	COR09	CORNING CHAMBER OF COMM.	1000.00	000C407011	CngChamberComm. Economic



REPORT.: Jul 03 24 Wednesday  
 RUN...: Jul 03 24 Time: 15:25  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 06-24 thru 07-24 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
037370	07/01/24	COR18	CORNING SENIOR CENTER	2700.00	07012024A	SENIOR CENTER-GEN CITY
037371	07/01/24	MOO07	MOORE & BOGENER, INC.	5525.00	000C407031	CONSULTING SVCS-LGL SVCS
037372	07/01/24	NEL00	NELSON, JEFFREY NEIL	54.70	000C407011	PROF SVCS-FIRE DEPT
037373	07/01/24	OCH01	OCHOA CLEANING	4655.00	000C407011	JANITORIAL SERVICES-
037374	07/01/24	PIT01	PITNEY BOWES	186.29	000C407011	Rents/Leases Finance Dept
037375	07/01/24	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C407011	PROF SVCS-FIRE DEPT
037376	07/01/24	3CO00	3CORE, INC.	7500.00	20244	3CORE/Economic Development
037377	07/01/24	COR2A	TERESA LAMB	75.00	38361	Mat & Supplies - Rec
037378	07/01/24	TEH03	TEHAMA COUNTY E.A.C.	175.00	20240711	Conf. Mtgs-City Admin
037379	07/01/24	TIM04	TIMECLOCK PLUS	4777.19	00345716	Prof Svcs - Finance
037407	07/03/24	ACI01	ACI ENTERPRISES, INC.	1214.64	ACI100688	WorkmensComp. General Cit
037408	07/03/24	AXO00	AXON ENTERPRISE, INC.	15418.20	NUS260716	Taser lease-Police
037409	07/03/24	DM001	DM-TECH	119.90	20240701	Communications General Ci
037410	07/03/24	GRA02	GRAINGER, W.W., INC	25.44	171100861	Material/Supplies-Streets
037411	07/03/24	HOL04	HOLIDAY MARKET #32	436.80	204602915	Mat/Supplies-
037412	07/03/24	INF00	INFRAMARK, LLC	76241.24	127448	Prof Svcs-WWTP
037413	07/03/24	RES04	RESERVE ACCOUNT	3000.00	240702	Communications-
Cash Account Total.....:				367667.83		
Total Disbursements.....:				367667.83		
Cash Account Total.....:				.00		

REPORT.: Jul 03 24 Wednesday  
 RUN....: Jul 03 24 Time: 15:25  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 06-24 thru 07-24 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14496	06/27/24	BAN03	POLICE OFFICER ASSOC.	225.00	C40627	POLICE OFFICER ASSOC
14497	06/27/24	CAL37	CALIFORNIA STATE DISBURSE	486.23	C40627	WITHHOLDING ORDER
14498	06/27/24	EDD01	EMPLOYMENT DEVELOPMENT	6456.92 1845.50 154.18 80.70	C40627 1C40627 2C40627 3C40627	STATE INCOME TAX SDI STATE INCOME TAX SDI
Check Total.....:				8537.30		
14499	06/27/24	FED00	FEDERAL PAYROLL TAXES (EF	17285.31 20885.98 4884.66 365.34 909.74 212.76	C40627 1C40627 2C40627 3C40627 4C40627 5C40627	FEDERAL INCOME TAX FICA MEDICARE FEDERAL INCOME TAX FICA MEDICARE
Check Total.....:				44543.79		
14500	06/27/24	MIS03	MISSIONSQUARE - PLAN#3020	592.99 122.50	C40627 1C40627	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
Check Total.....:				715.49		
14501	06/27/24	PERS1	PUBLIC EMPLOYEES RETIRE	28293.41 .00	C40627 1C40627	PERS PAYROLL REMITTANCE PERS PAYROLL REMITTANCE
Check Total.....:				28293.41		
14502	06/27/24	PERS4	Cal Pers 457 Def. Comp	2558.08 467.50	C40627 1C40627	PERS DEF. COMP. PERS DEF. COMP. ER P
Check Total.....:				3025.58		
14503	06/27/24	STA04	STATE OF CALIFORNIA	455.68	C40627	WAGEASN CS#533907289
14504	06/27/24	VAL06	VALIC	2837.54 270.00	C40627 1C40627	AIG VALIC P TAX AIG VALIC P TAX ER P
Check Total.....:				3107.54		
14505	06/28/24	APL01	AFLAC	805.56 96.56	C40628 1C40628	AFLAC INS.PRE TAX AFLAC INS.AFTER TAX
Check Total.....:				902.12		
14506	06/28/24	BLU02	BLUE SHIELD OF CALIFORNIA	20579.38	C40628	MEDICAL INSURANCE
14507	06/28/24	OEU01	OPERATING ENGINEERS #3	26947.00	C40628	MEDICAL INSURANCE
14508	06/28/24	OEU02	OPERATING ENG. (DUES)	483.00 621.00 594.00 1273.00	C40628 1C40628 2C40628 3C40628	UNION DUES MGMT UNION DUES POLICE UNION DUES DISPATCH UNION DUES-MISC
Check Total.....:				2971.00		
14509	06/28/24	PRI04	PRINCIPAL LIFE INSURANCE	1974.49 293.01 998.40	C40628 1C40628 2C40628	DENTAL INSURANCE VISION INSURANCE LIFE INSURANCE
Check Total.....:				3265.90		
Cash Account Total.....:				144055.42		
Total Disbursements.....:				144055.42		

Date.: Jul 3, 2024  
 Time.: 3:41 pm  
 Run by: RUBI ORDAZ

CITY OF CORNING  
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
 List.: NEWB  
 Group: WTFMFM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
ACCELERATED ENVIRONM		SERVICES, INC BAKERSFIELD, CA 93308	SOLAR, GENERAL CONSTRUCTION	06/07/24
CORONBL SOLAR	2605	CEANOTHUS AVE. CHICO, CA 95973	INSTALLATION & SERVICES OF RESIDENTIAL S	06/11/24
NAILS BY T.	1608	SOLANO ST CORNING, CA 96021	MANICURIST	06/19/24
R&R HORN CONTRACTORS	13504	SKYPARK INDUSTRIAL CHICO, CA 95973	DEMOLITION & CONSTRUCTION OF PARKING LOT	06/10/24
X3 CONSTRUCTION	19499	LAKE CALIFORNIA DRIVE COTTONWOOD, CA 96022	SELF PERFORMED STEEL BUILDING INSTALLATI	06/07/24

**CITY OF CORNING  
TREASURER'S REPORT  
JUNE 2024**

<b><u>AGENCY</u></b>	<b><u>BALANCE</u></b>	<b><u>RATE</u></b>
Local Agency Investment Fund	\$ 15,633,889.04	4.30%

Respectfully submitted:



Laura L. Calkins  
City Treasurer



## Monthly Permit Report

06/01/2024 - 06/30/2024

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
24156	6/29/2024	Online Application	071-192-040-000	1914 Scott Ave.	Quigley, Kandace Maria	1914 Scott Ave.	Corning	96021	Solar	\$26,370
24155	6/27/2024	Cancelled	091-340-052-000	25175 Pennsylvania Ave.	Nowicki, Matthew F. & Nowicki, Tracy E	25175 Pennsylvania Ave.	Corning	96021	Mechanical	\$0
24154	6/26/2024	Online Application	071-080-007-000	1936 Solano St.	Williams, Ann Elizabeth ETAL	P O BOX 677	Corning	96021	HVAC	\$30,000
24153	6/26/2024	Online Application	087-050-069-000	2120 South Ave.	Loves Country Stores of CA, c/o Ryan LLC	Bank of America Center 15 W 6 <sup>th</sup> St., STE 2400	Roseville	95678	Roof	\$24,300
24152	6/25/2024	approved " FEES DUE "	073-052-010-000	418 Del Norte Ave.	Wallen, Carol ETAL	418 Del Norte Ave.	Corning	96021	Roof	\$24,200
24151	6/24/2024	Waiting for Information/ Plans	087-040-058-000	3090 Hwy. 99W	Kumar, Sarita	5090 Monetta Lane	Sacramento	95835	Electrical	\$2,000
24150	6/20/2024	ISSUED	071-074-012-000	512 Houghton Ave.	Reyes, Luisa A & Rosa	512 Houghton Ave.	Corning	96021	Solar	\$28,775
24149	6/19/2024	ISSUED	073-182-008-000	1585 Fig St.	Brito, Rogello & Gutierrez, Petra	1585 Fig St.	Corning	96021	Fence	\$1,000
24148	6/19/2024	ISSUED	075-310-034-000	286 N Alex Ln.	Smith, Benjamin D & Smith, Marsha G	286 N. Alex Ln.	Corning	96021	Roof	\$13,850
24147	6/19/2024	ISSUED	075-300-002-000	25010 Gardiner Ferry Rd	City of Corning WWTP	794 Third St	Corning	96021	Public Works	\$0
24146	6/17/2024	ISSUED	073-153-005-000	402 Almond St.	Martin, Cynthia M	402 Almond St.	Corning	96021	Mechanical	\$5,200
24145	6/17/2024	approved " FEES DUE "	071-072-003-000	1963 Colusa St.	Lucero Family 2013 Trust	1963 Colusa St	Corning	96021	Solar	\$43,800
24144	6/14/2024	ISSUED	071140040	2013 Solano St.	99 Cent Grocery, Inc.	2013 Solano St.	Corning	96021	Roof	\$24,000
24143	6/14/2024	ISSUED	073-083-003-000	405 Solano St.	Snow, Kelly & Robt	405 Solano St.	Corning	96021	Mechanical	\$12,805
24142	6/13/2024	approved " FEES DUE "	071-175-003-000	1111 Marin St.	Garcia, Veronica	1111 Marin St.	Corning	96021	Building	\$6,000
24141	6/12/2024	Cancelled							Mechanical	\$21,635
24140	6/11/2024	ISSUED	071-140-027-000	965 Hwy 99w Suite 131	Victor Szanto	P.O. Box 11274	Zephyr Cove	89448	Electrical	\$800
24139	6/10/2024	ISSUED	073-312-016	550 Sturmgarten Dr.-Lot 52	CHIP-Lot 52	1001 Willow St.	Chico	95973	Solar	\$9,600
24138	6/10/2024	ISSUED	071-191-017-000	1820 Taft Ave	Vaughn, Tyler et al	1820 Taft Ave	Corning	96021	Mechanical	\$3,981

24137	6/10/2024	ISSUED	071-241-016-000	1184 5 <sup>th</sup> St.	RET RENTALS LLC	859 Washington St PMB 198	Red Bluff	96080	Roof	\$17,500
24136	6/7/2024	ISSUED	069-220-018-000	908 Hwy. 99W	Shaw, Richard ETAL TRS Shaw Family Trust 12/12/98	1006 Ambassador PL	Vacaville	95687	Plumbing	\$3,000
24135	6/7/2024	Cancelled	079-220-004-000	25503 South Ave.	Baker, Gwendolyn	25503 South Ave.	Corning	96021	Roof	\$0
24134	6/7/2024	Cancelled	073-053-005-000	549 Del Norte	Lea, Dagoberto Bobadilla & Bobadilla, Agustina	549 Del Norte	Corning	96021	Electrical	\$0
24133	6/6/2024	Finaled	073-043-004-000	500 First St.	Medina, Martha P & Ismael	500 First St.	Corning	96021	Building	\$3,800
24132	6/5/2024	approved " FEES DUE "	071-056-009-000	1124 Colusa St.	Figueroa, Macario	P O Box 267	Proberta	96078	Building	\$1,000
24131	6/4/2024	approved " FEES DUE "	071-140-013-000	812 Toomes Ave.	Cernas Marco A ETAL	4536 County Rd. FF	Orland	95963	ReModel	\$15,000
24130	6/4/2024	Cancelled	073-052-011-000	587 El Verano Ave.	Hansen, Douglas & Hansen Sandra	587 El Verano Ave.	Corning	96021	Building	\$0
24129	6/3/2024	ISSUED	073-312-017	560 Sturmgarten Dr.-Lot 53	CHIP-Lot 53	1001 Willow St	Chico	95973	Solar	\$9,600
24128	6/3/2024	HOLD (see note)	073-094-011-000	816 South St.	Godoy, Fidencia Perez	P O Box 531	Hamilton City	95951	Solar	\$20,000
										\$348,216

Total Records: 29

7/



# **CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT JUNE 2024**

Below is a summary of the monthly operations report that will be available for review in July 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.
- new roof and rain gutters installed on administration building.
- Completed inspections on collection system trouble spots.
- Mowed lawns.
- Changed gear oil in screw pumps, helisieve and aerators.
- Sprayed weeds on facility grounds.

June 2024

Effluent Flow Monthly Average= 618,000 GPD

**ITEM NO.: I-10  
ADOPT RESOLUTION NO. 07-09-2024-01  
AMENDING THE SCHEDULE OF FEES  
AND CHARGES FOR CITY SERVICES TO  
BE EFFECTIVE SEPTEMBER 10, 2024**

**July 9, 2024**

**TO: CITY COUNCIL OF THE CITY OF CORNING**  
**FROM: BRANT MESKER, CITY MANAGER** 

**SUMMARY:**

On February 28, 2024, staff presented the Revenue Costs Specialists completed Comprehensive User Fee Study (User Fee Study). Upon approval of the Resolution fees should go into effect at least sixty (60) days after approval. At the February 28, 2024 presentation, direction from the Council was to adopt fees as presented in Exhibit A of the Resolution with the exception of the fees that have an increase greater than \$2,500. Fees that have an increase greater than \$2,500 were to be implemented over 2 years, 50% increase in year 1, and the remaining 50% increase in year two. Staff would recommend the Council consider an annual Consumer Price Index (CPI)/cost of living adjustment so that future increases will be less significant.

Imposing fees on new development and personal choice services that benefit an individual rather than the community at large recognizes current residents and businesses in Corning should not be responsible for the cost of expanding infrastructure to accommodate new development for personal and/or financial benefit. In other words, general fund dollars should not subsidize or fully subsidize a service that benefits an individual because doing so prevents those same funds from supporting community supported services that only taxes can pay for, such as Police, Fire, Parks, and Streets.

Ultimately, the Council can decide to adopt fee(s) lower than the actual cost of providing public services. The risk of such being the standard of infrastructure and General Fund service levels will decline over time and historically costs continue to increase.

**BACKGROUND:**

At the July 13, 2021 City Council meeting, the City Council approved an agreement with Revenue Cost Specialists to provide a Comprehensive User and Development Impact Fee Study. In July 2022 the Comprehensive User Fee Study was completed and on November 22, 2022 it was presented to City Council for the first time.

Planning fees were last approved in March 2005. Building Permit and Plan Check fees were last reviewed in May 2008. Periodically the City should review and evaluate fees and document the methodology supporting such fees to determine if they fairly reflect the cost of fees charged for each service and reflect on future infrastructure needs as a result of growth. By not doing so, more and more personal choice fees are subsidized by the General Fund leaving less money for Police, Fire, Streets, and other general fund expenses.

This link: <https://www.corning.org/cost-of-services-study/> will take you to the 270-page document that is located on the City of Corning Website that is supplemental information to the staff report.

Exhibit A of the Resolution is the current proposed fee table.

**RECOMMENDATION:**

**MAYOR AND COUNCIL ADOPT RESOLUTION NO. 07-09-02024-01 AMENDING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES TO BE EFFECTIVE SEPTEMBER 10, 2024.**

**RESOLUTION NO. 07-09-2024-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA, AMENDING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES**

**WHEREAS**, the City of Corning has conducted an analysis of certain services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and,

**WHEREAS**, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and,

**WHEREAS**, the City has a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and,

**WHEREAS**, pursuant to Government Code Section 66016 the various fees to be charged for services must be adopted by the City Council by Ordinance or Resolution, after providing notice and holding a public hearing; and,

**WHEREAS**, Government Code section 66018 applies to the adoption or increase of fees to which a specific statutory notice requirement does not apply; and,

**WHEREAS**, on July 9, 2024, the City Council conducted a legally noticed public hearing on the proposed amendment to the schedule of fees and charges for city services, and considered public testimony both oral and written and materials in the staff report and accompanying documents and exhibits; and,

**WHEREAS**, pursuant to Government Code sections 66016 and 66019, the data required to be made available to the public prior to increasing the amount of the fees by this Resolution was made available for public review at least 10 days prior to the date of this meeting; and,

**WHEREAS**, additions to the schedule of fees and charges to be paid by those requesting such special services need to be adopted so that the City might carry into effect its policies; and,

**WHEREAS**, the City Council finds that the user fees detailed in **Exhibit A**, attached hereto, are consistent with the City of Corning General Plan; and,

**WHEREAS**, it is the intention of the City Council to amend the current schedule of fees and charges beginning September 10, 2024; and,

**WHEREAS**, pursuant to California Government Code Section 66016, a general explanation of the hereinafter contained schedule of fees and charges has been published as required; and,

**WHEREAS**, all requirements of California Government Code Section 66016 are hereby found to have been complied with.

**WHEREAS**, pursuant to Government Code sections 66016 and 66019, fees adopted pursuant to those sections shall not take effect until at least sixty (60) days have passed since the final action on the adoption or increase of the fee.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA, RESOLVES AS FOLLOWS:**

**Section 1.** Fee Schedule Adoption. The following additions to the schedule of fees and charges are hereby directed to be computed by and applied by the various City departments, and to be collected by the City Finance Department for the herein listed special services when provided by the City or its designated contractors.

**Section 2.** Separate Fee for Each Process. All fees set forth by this Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per unit of measurement basis the fee is for each identified unit or portion thereof within the indicated ranges of such units.

**Section 3.** Listing of Fees. The fees as set forth in Exhibit "A" attached hereto and incorporated herein by reference shall be charged and collected for the enumerated services beginning on the effective date of September 10, 2024.

**Section 4.** The adoption of this Resolution is not subject to CEQA review pursuant to CEQA Guideline 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project are not projects subject to CEQA review.

**Section 5.** Interpretations. This Resolution may be interpreted by several City department heads in consultation with the City Manager and, should there be a conflict between two fees then the lower in dollar amount of the two shall be applied. It is the intention of the City Council to review the fees and charges as determined and set out herein based on the City's next Annual Budget and all the City's costs reasonably borne as established at that time and, and if warranted, to revise such fees and charges based thereon.

**Section 6.** Constitutionality. If any portion of this Resolution is declared invalid or unconstitutional then it is the intention of the City Council to have passed the entire Resolution and all its component parts, and all other sections of this Resolution shall remain in full force and effect.

**Section 7.** All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

**Section 8.** Effective Date. This Resolution and Exhibit "A" attached hereto and incorporated herein by reference, shall go into full force and effect on September 10, 2024.

**PASSED, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of July, 2024 by the City Council of the City of Corning in the State of California by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTENTIONS:**

By: \_\_\_\_\_  
**Robert Snow, Mayor**

**ATTEST:**

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

Exhibit "A"

CITY OF CORNING  
UNIT RESERVES, COSTS, UNIT AND POSSIBLE NEW REVENUES  
FISCAL YEAR 2024/2025

REF #	SERVICE	CURRENT FEE	CITY SUGGESTED FEE YEAR 1	CITY SUGGESTED FEE YEAR 2
<b>PROPOSED NEW FEE - YELLOW HIGHLIGHT</b>				
<b>COMMUNITY/DEVELOPMENT SERVICES</b>				
S-001	CONDITIONAL USE PERMIT - MINOR	\$500 per application	\$2,320 per application	\$2,320 per application
S-002	CONDITIONAL USE PERMIT - MAJOR	One Duplex or On-Site Sign - \$350 per application	\$3,845 per application	\$7,185 per application
S-003	CONDITIONAL USE PERMIT REVISION	\$500 per application	\$1,140 per application	\$1,140 per application
S-004	CONDITIONAL USE PERMIT EXTENSION	\$175 per application	This fee should be removed as the service is no longer provided.	This fee should be removed as the service is no longer provided.
S-005	VARIANCE REVIEW	\$100 per application	\$1,945 per application	\$1,945 per application
S-006	TELECOM/CELLULAR/WIRELESS PERMIT	None	\$2,160 per site	\$2,160 per site
S-007	PRE-APPLICATION REVIEW	None	\$740 per meeting	\$740 per meeting
S-008	TENTATIVE MAP (PARCEL/TRACT)	Preliminary Map - \$200		
S-009	TENTATIVE MAP AMENDMENT	Parcel Map - \$480 per map plus \$50 per lot Tract Map - \$580 per map plus \$50 per lot	\$2,475 per map	\$4,370 per map
S-010	FINAL MAP	None	\$1,500 per application	\$1,500 per application
S-011	LOT LINE ADJUSTMENT	\$200 per map plus \$25 per lot	\$2,590 per map	\$2,590 per map
S-012	LOT MERGER	\$350 per application	\$2,605 per application	\$2,605 per application
S-013	SITE & DESIGN REVIEW	Planned Development - \$500 per application plus \$25 per unit	\$2,605 per application	\$2,605 per application
S-014	CATEGORICAL EXEMPTION	\$60 per application	\$2,085 per application	\$3,570 per application
S-015	ENVIRONMENTAL REVIEW	Initial Study/Negative Declaration - \$150 per application Mitigated Negative Declaration - \$350 per application Environmental Impact Report Review - 5% of contract costs	\$940 per application	\$940 per application
S-016	GENERAL PLAN AMENDMENT	County Administration Fee - \$50	10% of contract costs plus any County or State fees	10% of contract costs plus any County or State fees
S-017	ZONE CHANGE	\$800 per application	\$5,000 minimum deposit \$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	\$5,000 minimum deposit \$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
S-018	ANNEXATION	\$750 per application	\$3,405 per application	\$6,055 per application
S-019	DEVELOPER AGREEMENT	Prezone - \$750 per application	\$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	\$5,000 deposit with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
S-020	SIGN REVIEW	None	\$755 per application	\$755 per application
S-021	STREET/MOBILE VENDOR PERMIT	On-Site Sign - \$350 per application	New - \$335 per application Renewal - \$225 per permit	New - \$335 per application Renewal - \$225 per permit
S-022	MAP EXTENSION	None	\$1,875 per application	\$1,875 per application



**PROPOSED NEW FEE - YELLOW HIGHLIGHT**

REF #	SERVICE	CURRENT FEE	CITY SUGGESTED FEE YEAR 1	CITY SUGGESTED FEE YEAR 2
S-023	ZONING VERIFICATION LETTER	None	\$110 per letter	\$110 per letter
S-024	BUILDING RE-ADDRESS PROCESSING	None	\$265 per application	\$265 per application
S-025	APPEAL PROCESSING	\$200 per appeal	\$1,890 per appeal	\$1,890 per appeal
S-026	PLANNING - EXTRA PLAN REVIEW	\$47 per hour	\$115 per hour	\$115 per hour
S-027	PLANNING EXTRA MEETING/PUB. HEARING	None	\$915 per meeting	\$915 per meeting
S-028	BUILDING PLAN CHECK/INSPECTION	See detail in Appendix C of this Report	See detail in Appendix C of this Report	See detail in Appendix C of this Report
S-029	VACANT BUILDING MONITORING	None	\$25 per building per month	\$25 per building per month
S-030	CODE ENFORCEMENT APPEAL TO COUNCIL	None	\$280 per appeal	\$280 per appeal
S-031	CODE ENFORCEMENT ABATEMENT	Actual Costs	Charge the fully allocated hourly rates for all personnel involved plus any outside materials and costs.	Charge the fully allocated hourly rates for all personnel involved plus any outside materials and costs.
S-032	TEMP ENCROACHMENT PERMIT	\$15 per permit	\$190 per permit	\$190 per permit
S-033	CONCRETE ENCROACHMENT INSPECTION	\$15 per permit	\$355 per permit	\$355 per permit
S-034	UTILITY ENCROACHMENT PERMIT	\$15 per permit	\$230 per permit	\$230 per permit
S-035	PERMANENT ENCROACHMENT PERMIT	\$15 per permit	\$305 per permit	\$305 per permit
S-036	IMPROVEMENT PLAN REVIEW	3% of the Engineer's Estimate for Plan Check and Inspection	\$0-\$50,000 - 2% of the Engineer's Estimate (\$500 minimum) \$50,001+ - \$1,000 plus 0.4% of the Engineer's Estimate over \$50,000	\$0-\$50,000 - 2% of the Engineer's Estimate (\$500 minimum) \$50,001+ - \$1,000 plus 0.4% of the Engineer's Estimate over \$50,000
S-037	IMPROVEMENT INSPECTION	3% of the Engineer's Estimate for Plan Check and Inspection	\$0-\$50,000 - 1.5% of the Engineer's Estimate (\$375 minimum) \$50,001+ - \$750 plus 0.5% of the Engineer's Estimate over \$50,000	\$0-\$50,000 - 1.5% of the Engineer's Estimate (\$375 minimum) \$50,001+ - \$750 plus 0.5% of the Engineer's Estimate over \$50,000
S-038	GRADING PLAN REVIEW	None	50-1,000 CY - \$250 plus \$88 per 100 CY over 100 CY 1,001-10,000 CY - \$1,042 plus \$115 per 1,000 CY over 1,000 CY 10,001-50,000 CY - \$2,077 plus \$24 per 1,000 CY over 10,000 CY 50,001+ CY - \$3,037 plus \$16 per 1,000 CY over 50,000 CY	50-1,000 CY - \$250 plus \$88 per 100 CY over 100 CY 1,001-10,000 CY - \$1,042 plus \$115 per 1,000 CY over 1,000 CY 10,001-50,000 CY - \$2,077 plus \$24 per 1,000 CY over 10,000 CY 50,001+ CY - \$3,037 plus \$16 per 1,000 CY over 50,000 CY
S-039	GRADING INSPECTION	None	50-1,000 CY - \$250 plus \$31 per 100 CY over 100 CY 1,001-10,000 CY - \$529 plus \$127 per 1,000 CY over 1,000 CY 10,001-50,000 CY - \$1,672 plus \$22 per 1,000 CY over 10,000 CY 50,001+ CY - \$2,552 plus \$15 per 1,000 CY over 50,000 CY	50-1,000 CY - \$250 plus \$31 per 100 CY over 100 CY 1,001-10,000 CY - \$529 plus \$127 per 1,000 CY over 1,000 CY 10,001-50,000 CY - \$1,672 plus \$22 per 1,000 CY over 10,000 CY 50,001+ CY - \$2,552 plus \$15 per 1,000 CY over 50,000 CY
S-040	FINAL MAP AMENDMENT	None	\$365 per application	\$365 per application
S-041	CERTIFICATE OF COMPLIANCE	None	\$885 per certificate	\$885 per certificate
S-042	REVERSION TO ACREAGE	None	\$1,090 per application	\$1,090 per application
S-043	STREET / R-O-W ABANDONMENT	None	\$1,175 per application plus actual costs for Surveyor time over 4 hours	\$1,175 per application plus actual costs for Surveyor time over 4 hours
S-044	STREET RE-NAME PROCESSING	None	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.

**PROPOSED NEW FEE - YELLOW HIGHLIGHT**

REF #	SERVICE	CURRENT FEE	CITY SUGGESTED FEE YEAR 1	CPI NEEDS TO BE ADDED TO THESE FEES CITY SUGGESTED FEE YEAR 2
S-045	BOND REDUCTION	None	\$705 per application	\$705 per application
S-046	ENGINEERING STUDY/PEER REVIEW	None	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
S-047	MISC ENGINEERING REVIEW	\$47 per hour	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
S-048	PW - ADDITIONAL PLAN REVIEW	\$47 per hour	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
S-049	PW - ADDITIONAL INSPECTION	\$47 per hour	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.	Deposit determined by staff with charges at the fully allocated hourly rates for all personnel involved plus any outside costs.
S-050	HAUL ROUTE PERMIT	None	\$515 per application	\$515 per application
			Fees are set by the State:	Fees are set by the State:
S-051	WIDE LOAD PERMIT	None	Single Load Permit - \$16	Single Load Permit - \$16
S-052	PARADE & ASSEMBLIES PERMIT	None	Annual Permit - \$90	Annual Permit - \$90
S-053	SPECIAL EVENT PERMIT	None	\$235 per permit	\$235 per permit
			\$235 per application	\$235 per application
S-054	SPECIAL EVENT STAFFING	None	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.

**PUBLIC SAFETY SERVICES**

S-055	POLICE FALSE ALARM RESPONSE	None	First three responses in a calendar year - No Charge	First three responses in a calendar year - No Charge
S-056	POLICE ALARM PERMIT	None	Fourth Response - \$145 Fifth Response - \$290 Sixth and Subsequent Responses - \$435 \$15 per permit annually	Fourth Response - \$145 Fifth Response - \$290 Sixth and Subsequent Responses - \$435 \$15 per permit annually
S-057	PUBLIC DISTURBANCE RESPONSE	None	First Response in a 24 hour period - No Charge Each subsequent response - Charge the fully allocated hourly rates for all responding personnel	First Response in a 24 hour period - No Charge Each subsequent response - Charge the fully allocated hourly rates for all responding personnel
S-058	DUI COLLISION REPORT	None	Charge the fully allocated hourly rate for all responding personnel up to a maximum of \$12,000 by State law.	Charge the fully allocated hourly rate for all responding personnel up to a maximum of \$12,000 by State law.
S-059	DUI ARREST	None	\$240 per arrest	\$240 per arrest
S-060	BOOKING PROCESSING	None	\$120 per booking	\$120 per booking
S-061	VEHICLE RELEASE	\$19 per release	\$45 per release	\$45 per release
			Fees are limited by State law:	Fees are limited by State law:
S-062	VEHICLE REPOSSESSION	None	\$15 per vehicle	\$15 per vehicle
S-063	CITATION SIGN-OFF (NON CPD CIT.)	None	\$20 per citation	\$20 per citation
S-064	LOCAL BACKGROUND CHECK	\$10 per check	\$55 per check	\$55 per check



**PROPOSED NEW FEE - YELLOW HIGHLIGHT**

REF #	SERVICE	CURRENT FEE	CITY SUGGESTED FEE YEAR 1	CPI NEEDS TO BE ADDED TO THESE FEES CITY SUGGESTED FEE YEAR 2
S-065	POLICE BUSINESS BACKGROUND CHECK	None	\$45 per application plus DOJ fees	\$45 per application plus DOJ fees
S-066	TAXI BUSINESS PERMIT	None	\$190 per application plus DOJ fees	\$190 per application plus DOJ fees
S-067	AMPLIFIED SOUND PERMIT	None	\$45 per application	\$45 per application
S-068	FINGERPRINTING ON REQUEST	\$3 per card	\$45 per card	\$45 per card
			Per State Vehicle Code, Section 39004:	Per State Vehicle Code, Section 39004:
S-069	BICYCLE LICENSE	\$3 per license	New - \$4 Transfer - \$2 Replacement - \$2 Renewal - \$2	New - \$4 Transfer - \$2 Replacement - \$2 Renewal - \$2
S-070	POLICE SPECIAL SERVICES	None	Charge the fully allocated hourly for all personnel used plus any outside costs. Fees are limited by the State Public Records Act	Charge the fully allocated hourly for all personnel used plus any outside costs. Fees are limited by the State Public Records Act
S-071	POLICE REPORT REPRODUCTION	\$0.20 per copy	\$0.20 per copy	\$0.20 per copy
S-072	POLICE ELECTRONIC FILE COPY	None	\$5 per device	\$5 per device
S-073	BUSINESS LICENSE FIRE REVIEW	None	\$65 per inspection	\$65 per inspection
S-074	ADDITIONAL FIRE PLAN REVIEW	None	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.
S-075	ADDITIONAL FIRE INSPECTION	None	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.	Charge the fully allocated hourly rates for all personnel involved plus any outside costs.
S-076	WEED ABATEMENT	Actual cost of abatement	Actual cost of abatement plus 20%	Actual cost of abatement plus 20%

**LEISURE & CULTURAL SERVICES**

REF #	SERVICE	CURRENT FEE	CITY SUGGESTED FEE YEAR 1	CPI NEEDS TO BE ADDED TO THESE FEES CITY SUGGESTED FEE YEAR 2
S-077	PARK RESERVATION	None	\$20 per reservation	\$20 per reservation
S-078	AQUATICS PROGRAM	Family Season Pass - \$75 Daycare Provider Season Pass - \$130 Individual Season Pass - \$50 Lap Swim Season Pass - \$55 Daily Fee: Child - \$2 Adult - \$3 Adult Lap Swim - \$3 Swim Lessons - \$30 per two week session Pool Parties: 0-50 people - \$55 per hour 51-100 people - \$65 per hour 101-160 people - \$75 per hour	This program is recovering 27.5% of its direct costs.  See Appendix D of this Report for more detail This program is recovering 106.4% of its direct costs due to grant funding.	This program is recovering 27.5% of its direct costs.  See Appendix D of this Report for more detail This program is recovering 106.4% of its direct costs due to grant funding.
S-079	RECREATION CLASSES	Various fees depending on the class	See Appendix D of this Report for more detail	See Appendix D of this Report for more detail
S-080	RECREATION PROGRAM SUPPORT	Grant funding - \$90,000	See Appendix D of this Report for more detail	See Appendix D of this Report for more detail

**MAINTENANCE & ENTERPRISE SERVICES**

**PROPOSED NEW FEE - YELLOW HIGHLIGHT**

REF #	SERVICE	CURRENT FEE	CITY SUGGESTED FEE YEAR 1	CITY SUGGESTED FEE YEAR 2	CPI NEEDS TO BE ADDED TO THESE FEES
S-081	METER INSTALLATION	None	3/4" - 1" - \$160 plus cost of meter and materials 1 1/2" - 2" - \$1,080 plus cost of meter and materials 4" + - Charge the fully allocated hourly rates for all personnel involved plus cost of meter and materials	3/4" - 1" - \$160 plus cost of meter and materials 1 1/2" - 2" - \$1,080 plus cost of meter and materials 4" + - Charge the fully allocated hourly rates for all personnel involved plus cost of meter and materials	
S-082	SERVICE/METER INSTALLATION	None	3/4" - 1" - \$4,040 plus cost of service/meter and materials 1 1/2" - 2" - \$4,710 plus cost of service/meter and materials 4" + - Charge the fully allocated hourly rates for all personnel involved plus cost of service/meter and materials	3/4" - 1" - \$4,040 plus cost of service/meter and materials 1 1/2" - 2" - \$4,710 plus cost of service/meter and materials 4" + - Charge the fully allocated hourly rates for all personnel involved plus cost of service/meter and materials	
S-083	SEWER LATERAL INSTALLATION	\$655 per lateral			\$3,075 per lateral plus cost of materials and supplies
S-084	SEWER LATERAL INSPECTION	None			\$235 per permit (includes 2 inspections)
S-085	WATER FLOW TEST	None			\$205 per test
S-086	HYDRANT METER RENTAL SERVICE	\$500 deposit and actual water usage			\$290 per meter plus \$500 deposit and actual water usage
S-087	HYDRANT METER RENTAL MOVE	None			\$60 per move
S-088	TREE REMOVAL IN RIGHT-OF-WAY	Actual Costs			Charge the fully allocated hourly rates for all personnel involved plus any outside costs.
S-089	SEWAGE/HAZ MAT SPILL RESPONSE	Actual Costs			Charge the fully allocated hourly rates for all personnel involved plus any outside costs.
S-090	DAMAGE TO CITY PROPERTY	Actual Costs			Charge the fully allocated hourly rates for all personnel involved plus any outside costs.

**ADMINISTRATIVE SERVICES**

S-091	NEW BUSINESS LICENSE PROCESSING	None			\$60 per application plus State fees
S-092	BUSINESS LICENSE - ANNUAL RENEWAL	None			\$7 per renewal
S-093	BUSINESS LICENSE DUPLICATE	None			\$5 per duplicate Fees are limited by SB 998:
S-094	DELINQUENT WATER BILLING	\$25 per delinquent turn-off/on After Hours Turn-On - \$65			\$50 per delinquent turn-off/on After Hours Turn-On - \$150
S-095	NSF CHECK PROCESSING	\$25 per NSF check			\$25 per check
S-096	DOCUMENT COPYING/SCANNING	Documents - \$0.20 per copy Maps - \$3 per map Standard Specifications - \$20 per set			Documents - \$0.20 per copy FPPC-related copies - \$0.10 per copy
S-097	ELECTRONIC RECORD DUPLICATION	Land Division Standards - \$20 per set \$5 per disk			\$5 per device \$15 per document
S-098	DOCUMENT CERTIFICATION	None			\$15 per document

**PROPOSED NEW FEE - YELLOW HIGHLIGHT**

REF #	SERVICE	CURRENT FEE	CITY SUGGESTED FEE YEAR 1	CPI NEEDS TO BE ADDED TO THESE FEES CITY SUGGESTED FEE YEAR 2
S-099	LIEN SET-UP/RELEASE	County fees	\$30 plus County fees and postage Fee is limited by State law:	\$30 plus County fees and postage Fee is limited by State law:
S-100	ELECTION CANDIDATE FILING PROCESS.	None	\$25 per candidate	\$25 per candidate
S-101	LOCAL INITIATIVE PROCESSING	\$200 per initiative	Fee is limited by State law: \$200 per initiative Fee is refundable to the filer, if within one year of filing the notice of intent, the elections official certifies the sufficiency of the petition.	Fee is limited by State law: \$200 per initiative Fee is refundable to the filer, if within one year of filing the notice of intent, the elections official certifies the sufficiency of the petition.

- (a) Insufficient data to determine financial impact
- (b) Deposit based service/fee
- (c) Fee restricted by Law
- (d) Fees are market sensitive

[S-001 to S-054] COMMUNITY DEVELOPMENT
[S-055 to S-076] PUBLIC SAFETY
[S-077 to S-080] LEISURE & CULTURAL
[S-081 to S-090] MAINTENANCE & ENTERPRISE
[S-091 to S-101] ADMINISTRATIVE

## NOTICE OF PUBLIC MEETING

Notice is hereby given that the City of Corning will conduct a public meeting on Tuesday, July 9, 2024 at 6:30 p.m., at the Corning City Hall City Council Chambers, located at 794 Third Street, Corning, CA 96021, for the following purposes:

- Discuss the proposed Resolution to amend the schedule of fees and charges for city services;
- Solicit citizen input and consider public testimony, both oral and written;
- Review materials in the staff report and attached documents and exhibits.

The purpose of this public meeting will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing you may direct written comments to Lisa Linnet, City Clerk, Corning City Hall, 794 Third Street, Corning, California 96021. The entire staff report associated with the proposed Resolution and Fee Schedule will be available for viewing on the City's website at [www.corning.org](http://www.corning.org) after 3:00 p .m. the Friday before the July 9<sup>th</sup> meeting or available at City Hall on that date.

If you plan to attend the public hearing and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact Lisa Linnet at 530-824-7033 72 hours in advance of the meeting to arrange for those accommodations to be made.

Lisa M. Linnet  
City Clerk

Publish: Saturday, June 29, 2024



**ITEM NO.: J-11  
APPROVE AGREEMENT BETWEEN  
THE CITY OF CORNING AND  
TEHAMA COUNTY FOR ANIMAL  
SHELTER SERVICES**

**July 9, 2024**

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

**BACKGROUND:**

In July of 2019, the City and County of Tehama entered into an Agreement whereby the County would provide animal shelter services to the City of Corning for the term of October 1, 2019 through June 30, 2024. This was followed by adoption of two (2) subsequent amendments to the original Agreement which were:

- **Amendment 1** (approved September 30, 2019) amend sections F and J of the original Agreement to require the County of Tehama to assess fees at the rates indicated in Exhibit "A" attached to the Amendment for the period of October 1, 2019 to September 30, 2020. Beginning October 1, 2020, the County shall assess City of Corning resident's animal impound, daily care, pickup, licensing, and other similar fees as set forth in the County's adopted fee schedule.
- **Amendment 2** (approved April 11, 2023) amended the original Agreement at a cost based upon a formula utilizing the County's average annual net expenses for the animal shelter for the three preceding fiscal years divided by the combined human population of the unincorporated area of Tehama County and the Cities of Corning, Red Bluff, and Tehama as reported by the California Department of Finance multiplied by the population of the City of Corning less \$5,000. This request from the County was the result of the County assuming animal shelter services for the County of Glenn. The anticipated result of this Amendment was reducing City expenditure by an estimated \$15,000 to \$17,000 annually dependent on the three-year average net income.
- The previous Agreement term was from October 1, 2019 through June 30, 2024. Below are some of the terms of the proposed Agreement, changes have been bolded:
  - The City will be responsible for transport of animals to the County;
  - County is only obligated to accept animals within the structural/humane operating capacity of the shelter, should Shelter be at full capacity the City will be responsible to make alternate arrangements for animal housing. The County will make reasonable and good faith efforts to notify City should the Shelter be at capacity;
  - County can limit acceptance of animals from City residents (confirmed by photo identification showing a City address) to hours the Animal Shelter is open to the public, County determines those hours;
  - County will accept dead dogs and small animals not weighing more than **40 pounds** from City officers/employees;
  - County shall not accept cats from City at this time (there is an option to do so should the City so desire);
  - County shall provide shelter, food, water; and have discretion to determine need and obtain Veterinary care for City animals at the Shelter at City expense. County will make reasonable effort to contact City in advance of providing emergency veterinary care.
  - In accordance with Food & Agricultural Code Section 17006, County can immediately euthanize animals received from City that are, in County's sole judgement, irremediably suffering from a serious illness or severe injury, or are newborn without their mothers.

- In accordance with Food & Agricultural Code Section 17006, County can immediately euthanize animals received from City that are, in County's sole judgement, irremediably suffering from a serious illness or severe injury, or are newborn without their mothers.
- County shall charge City residents the impound, daily care, pick-up, and similar fees as set forth in the County's adoption fee schedule (Section 2, F-1). Except as provided in Section 2, F-3, City impound, boarding, pick-up, and similar fees collected by County shall be the property of the City and shall be accounted for and separately remitted to City each quarter.
- County shall not be responsible for animal control, collection, or impoundment of animals off-site from the animal shelter, animal regulation, enforcement of licensing, dispatch, investigation of cases of neglect, abuse, nuisance animals, vicious animals, or similar services within City Limits.
- The County will perform all pet licensing for the City (Section 2, K & O-2). Residents will be able to receive their license via the mail. County shall be the custodian of all licensing records for County and City and provide authorized City employees with City animal licensing records.
- Section 2, O-4 Spay and Neuter Program. Because the County will retain all fines and penalties for impoundment of unspayed and unneutered City animals, and all forfeited spaying and neutering deposits collected from city residents, County shall allow participation by City residents in the various spay/neuter programs, periodic low-cost vaccination clinics offered by the County.

#### **FINANCIAL:**

Although the City did realize a savings as a result of Amendment 2 to the previous Agreement, costs have increased for the 2024/2025 Fiscal Year. As a result, the cost for the proposed Agreement in Fiscal Year 2024/25 is \$40,778.35 based upon the formula outlined in Section 2 (Compensation), Section A-1 of the Agreement. The annual Agreement fee could fluctuate from year to year based upon County Shelter expenses/expenditures as outlined in Section 3, A-1. Funding for this Agreement is provided by the General Fund in Professional Services/Animal Control-Community Services Division of the Police Department's budget line item 001-6300-2200.

#### **RECOMMENDATION:**

##### **MAYOR AND CITY COUNCIL:**

1. **APPROVE PROPOSED AGREEMENT BETWEEN THE CITY OF CORNING AND TEHAMA COUNTY FOR ANIMAL SHELTER SERVICES FOR THE TERM OF 5 YEAR (JULY 1, 2024 – JUNE 30, 2029); AND**
2. **AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.**

**AGREEMENT**  
**BETWEEN THE COUNTY OF TEHAMA AND THE CITY OF CORNING**  
**FOR ANIMAL SHELTER SERVICES**

**THIS AGREEMENT** is dated July 1, 2024 and made between the **COUNTY OF TEHAMA** ("County") and the **CITY OF CORNING** ("City"). This Agreement is made in reference to the following facts:

**RECITALS:**

- (a) City desires for County to provide animal shelter services for City; and
- (b) The County of Tehama is agreeable to rendering such services on the terms and conditions as hereinafter set forth.
- (c) Such contracts are authorized and provided for by California Constitution, article XI, section 8, subdivision (a) and Government Code sections 6500 et seq. and 51300 et seq.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. Incorporation. The above recitals are hereby incorporated into this Agreement.
- 2. Scope of Services.
  - A. Commencement of Services. Services under this Agreement shall commence July 1, 2024.
  - B. Acceptance of Animals from City.
    - (1) County shall accept at its Animal Care Center ("animal shelter") all dogs and other animals delivered to said shelter by City police officers and other employees assigned animal control duties and by City residents; provided, however, that County is only obligated to accept such animals within the structural and humane operating capacity of the shelter. In the event the animal shelter may not accommodate a large number of confiscated animals at one time, City may need to make alternate arrangement for housing of such animals. County will make reasonable and good faith efforts to notify City should the shelter be at capacity so as to preclude the acceptance of additional animals from City.
    - (2) County may limit acceptance of animals from City residents to those hours the animal shelter is open to the public.



- (3) County shall accept dead dogs, and other small animals weighing not more than 40 pounds from City officers and employees.

C. Delivery and Processing of Animals by City Officers (Intake).

- (1) City police officers and employees assigned animal control duties may deliver seized or injured animals to County's animal shelter 24 hours per day, seven days per week, and City shall comply with all County intake protocols as such protocols may be modified by County from time-to-time. To facilitate delivery of animals outside of the shelter's business hours when County shelter employees are unavailable, City's police chief, or their designee, shall be provided with a security code to the shelter, which shall not be given out without the consent of the County. City shall be responsible to maintain the security code confidentially and shall be responsible for any damages or other liabilities directly arising from the disclosure of the security code, or from any entry into the shelter by City employees, in accordance with Section 11.
- (2) City police officers and employees assigned animal control duties may deliver stray or running at large animals to County's animal shelter if a reasonably diligent effort to ascertain the name and address of the owner has been made. For the purposes of this Agreement, a "reasonably diligent effort" shall mean scanning the animal for a microchip, contacting the microchip company and/or microchip implant facility to obtain owner information, as well as utilizing animal history, license or tag information.
- (3) Animals with ownership information may be impounded at the County's animal shelter only after notification has been provided to the owner of the animal either personally or by overnight service with return receipt requested. Such notice shall state the following: that the animal has been impounded, the date and place of impoundment, a description of the animals, where the animal is being held, the name, address and telephone number of the agency to be contacted regarding release of the animals, and an indication of the ultimate disposition of the animal if no action to regain it is taken by the owner within three business days, not including the day of impoundment.

D. Hours of Operation. County, in its sole discretion, shall determine the days and hours the shelter is open to the public. County shall provide advance notice to City as soon as practicable in the event County determines to change the hours the shelter is open to the public. The County shall post the hours of public operation of the shelter conspicuously at or near the

public entrance to the shelter. No amendments are necessary to this Agreement in order to change the hours of operation for the animal shelter.

E. Care of Animals.

- (1) General Care. County shall maintain its Animal Care Center in a humane manner and keep said premises in a sanitary condition at all times and that all services furnished by it hereunder shall be in accordance with the laws of the State of California. County shall provide shelter, food, water and veterinary care for animals received hereunder in accordance with generally recognized standards for the humane treatment of animals in the same manner as if the animals were received from the unincorporated areas of the County.
- (2) Emergency Veterinary Care. Emergency veterinary care, except as provided in this paragraph is excluded from the scope of this Agreement (see Exclusions, below). Provided however, in the event County determines that animals found within City limits or delivered by City employees to County's animal shelter are in need of emergency veterinary care or are in need of ongoing critical care from previously treated emergency needs, as determined in County's sole discretion, County may, in its sole discretion, have such animals treated at City's expense by County's contracted veterinarians. County will make all reasonable attempts to contact the City in advance of providing the emergency veterinary care, given the circumstances. City shall provide County appropriate contact e-mails and phone numbers for City employees on weekends, weekdays and after hours for this purpose.
- (3) Immediate Euthanasia for Irremediable Suffering. In accordance with Food and Agricultural Code Section 17006, County may immediately euthanize animals received from City that are, in County's sole judgment, irremediably suffering from a serious illness or severe injury or are newborn without their mothers.

F. City Impound Fees.

- (1) County shall charge City residents the impound, daily care, pick-up, and similar fees as set forth in County's adopted fee schedule.
- (2) Except as provided in Section 2.F.3, City impound, boarding, pick-up, and similar fees collected or received by County shall be the

property of City and shall be accounted for and separately remitted to City each quarter.

- (3) Notwithstanding Sections 2.F.1 and 2.F.2, County shall charge and collect from City residents the same fines and civil penalties for impoundment of unspayed or unneutered animals, and the same spaying and neutering deposits, as residents of the unincorporated area. Such funds (including without limitation forfeited spaying and neutering deposits) shall be retained and used by County for any purpose permitted under the Food and Agricultural Code, in County's sole discretion. City shall adopt whatever ordinances or resolutions that may be required to allow County to charge, collect, retain, and use such fines, penalties, and deposits as set forth herein.

G. Redemption and Fee Waiver. County shall provide for the redemption of animals by owners and shall issue all appropriate notices relating to animals received and the disposal of such animals in the same manner as if the animals were received from within the unincorporated area of County. County shall have discretion to waive City's impound, boarding, pick-up, and similar fees based on hardship. Hardship is a proven inability to meet ongoing family expenses for the necessities of living, that is, food, clothing and shelter. Fees waived by County may not be billed subsequently to City or to the owner. Neither party hereto shall be liable to the other party for any revenue lost as a result of such discretionary fee waivers.

H. Control of Animals.

- (1) Control. Upon proper completion of intake processing of animals delivered by City, control of the animals, excepting animals subject to legal holds, shall belong to County in the same manner as if the animals were received from within the unincorporated area of County, and City shall no longer exercise control of the animals.
- (2) Legal Holds. County shall control and care for animals delivered by City subject to legal holds in the same manner as if the animals were received from within the unincorporated area of County. For purposes of this Agreement, "legal holds" means those animals that are confiscated for neglect, cruelty, bite quarantine, vicious, dangerous or similar circumstances. Access and control by City of such animals for purposes of evidence/prosecution shall be available during the hours that County's animal shelter is open to the public or upon advance coordination by City with County for access during other hours. Access to such animals by other

persons (e.g., owners, public) shall be restricted in accordance with the practices of the County for animals in like situations received from within the unincorporated area of County. Upon completion of the legal holds as evidenced by a certified copy of the order of disposition of the animal and a written letter signed by City's Chief of Police, or designee, confirming the circumstances leading to the order and advising that the order is final and no longer subject to appeal or further litigation, County shall carry-out the terms of the order, excluding any exercise of services in the field.

- (3) Stray Animals. Upon completion of the required hold periods for each stray animal received hereunder, County may euthanize, redeem, adopt, transfer or otherwise dispose of such animals as County deems appropriate in County's sole discretion in the same manner as if the animals were received from within the unincorporated area of County.

I. Licensing.

- (1) County will license animals for City residents. All licenses processed by County for City residents shall be reported to City on a quarterly basis. County shall utilize County's license fee schedules for fees to be charged to City residents.
- (2) City license fees collected or received by County shall be the property of City and shall be accounted for and separately remitted to City each quarter. County shall retain \$5.50 per license of City licensing fees collected that represents County's cost to perform such services.
- (3) Other than as provided above, County shall process all new and renewal licenses and shall be responsible for distribution of renewal notices.

- J. Enforcement of Certain City Ordinances. Any County employee duly authorized to act as an animal control officer pursuant to Penal Code section 830.9 or otherwise authorized by law may, in their discretion, issue citations and otherwise enforce the provisions of Chapter 6.16 of the Corning Municipal Code or related provisions pertaining to licensing of dogs, with regard to any dogs impounded at the animal shelter. Upon request of either party at any time, County and City shall meet and confer in good faith regarding the policies and procedures for issuance of such citations, the number of citations issued, and/or the attendant workload for

County's employees.

K. Access to City License Records.

- (1) Prior to the implementation of this agreement, City shall transfer to County all animal licensing records in City's possession necessary to implement the provisions of this agreement. Records shall be transferred in a format mutually agreed upon by City and County.
- (2) Upon implementation of this agreement, County shall be the custodian of records and responsible for maintaining the animal licensing records for County and City.
- (3) For the purpose of processing city animal licenses under section 2.J, and enforcement of city ordinances under Chapter 6.16, County shall provide authorized City employees with City animal licensing records.

L. Employment Status. All persons employed in the performance of animal shelter services and functions under this agreement shall be County employees, not City employees, and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service or any status or right. County shall have control over the means, methods, techniques, sequences, procedures, and results for performing and coordinating the services required by this Agreement. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging or any other terms of employment shall be determined by County, and City shall have no right or authority or responsibility over County's employees or the terms of their employment with County. City shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County employee performing services hereunder for said County.

M. Official Powers. Pursuant to Government Code section 51303, for the purpose of performing animal shelter services and functions under this agreement, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to have the powers of an officer or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

N. City Ordinances.

- (1) City will adopt whatever ordinances or resolutions that may be required to allow County officers and employees performing animal shelter functions under this Agreement to act with complete authority in such matters in the same manner as would a regular employee animal control officer of the City.
- (2) City will further adopt whatever ordinances or resolutions that may be required to allow County to perform animal licensing services in the City and to issue citations for violations of those provisions of the Corning Municipal Code described in Title 6 within the corporate limits of City, and to act with complete authority in such matters in the same manner as would a regularly employee animal control officer of the City.
- (3) If the City approves any animal-related ordinances which substantially differ from those in force upon the effective date of this Agreement, such that it requires enforcement of differing conditions that may impact this Agreement, a written amendment to this Agreement may be required to include such services and provide compensation to County for such services. Failure of City to comply with this requirement to maintain substantially similar ordinances may be cause for termination of this Agreement by County.
- (4) City shall be responsible for the validity of its rules, regulations, fee schedules, code and ordinances (collectively "enactments") including but not limited to, any ordinances or codes incorporated by reference in City's enactments. Without limiting the generality of Section 11, City shall defend, hold harmless, and indemnify County, its officers, agents and employees with respect to any claim or action challenging the validity of any City enactment, or with respect to any claim or action that any action was taken under an invalid City enactment, including without limitation any challenge to any fee charged by County to City residents hereunder.

O. Limitations / Exclusions. Limitations and/or exclusions from the provision of services hereunder are the following:

- (1) Field Services and Dispatch. County shall not be responsible for the provision of any animal control, animal regulation, dispatch, or similar services within city limits. For example, but not by way of limitation, County shall not be responsible for collection or impoundment of animals off-site from the animal shelter; County shall not canvass for nor provide enforcement of licensing of City animals off-site from County's animal shelter; County shall not

investigate City cases of neglect, abuse, nuisance animals, vicious animals, etc.

- (2) License Renewal Notices. County shall be responsible for distribution of animal license renewal notices to City residents.
- (3) Emergency Veterinary Care. City shall have animals in need of emergency veterinary care treated by City's contracted veterinarians prior to City's delivery of such animals to County's animal shelter. Such animals shall not be delivered to County's animal shelter until such animals are stable and no longer in need of critical care. Failure of City to follow this process may result in extra charges for service as provided in Section 2.E.2, above.
- (4) Large Dead Animal Disposal. County shall not accept for disposal from either City residents or City officers or employees, any dead animals over 40 pounds (e.g., various livestock and horses).
- (5) Spay-Neuter Program. Because the County will retain all fines and penalties for impoundment of unspayed and unneutered City animals, and all forfeited spaying and neutering deposits collected from City residents, County shall allow participation by City residents in the various spay/neuter programs offered by County in the same manner as residents of the unincorporated area of County.
- (6) Vaccination Clinics. County shall allow participation by City residents in the various, periodic low-cost vaccination and spay/neuter clinics held at the animal shelter and at other locations as may be determined by County in County's sole discretion at no additional expense to City, in the same manner as residents of residents of the unincorporated area of County.
- (7) Hearings. County shall not be responsible for coordinating or conducting hearings for City, e.g., hearings concerning neglect, cruelty, nuisance animals, vicious animals, etc.
- (8) Special Supplies. City shall be responsible for supplying to County any supplies, stationary, notices, forms or similar items that City may require be issued with the City logo. All such items shall be provided at City's sole cost and expense.

### 3. Compensation.



- A. Compensation for Shelter Services. Except as provided in Section 2.J.2, for and in consideration of the animal shelter services performed by County under this agreement, City shall pay to County an annual amount each fiscal year (July 1 – June 30) determined using the following formula:

County's average annual net expenses for the animal shelter for the three preceding fiscal years divided by the combined population of the unincorporated area of Tehama County and the Cities of Corning, Red Bluff, and Tehama, and the entire County of Glenn as reported by the California Department of Finance equals the "per capita" cost; the "per capita" cost multiplied by the population of the City of Corning, as reported by the California Department of Finance equals the annual compensation amount payable by the City to the County.

The following criteria shall apply for purposes of this formula:

- (1) "County's average annual net expenses for the animal shelter for the three preceding fiscal years" shall consist of the average actual expenditures for each of the preceding three fiscal years for all expense line items in Tehama County Budget Unit 2078. This amount shall be offset by the average actual receipts for each of the preceding three fiscal years for the following revenue line items in Tehama County Budget Unit 2078:
- "Humane Services" excluding that portion attributable to County impoundment and boarding fees.
  - "Other Fees"
  - "Miscellaneous Revenue"
  - "Spay & Neuter Revenue"
  - "Medical Donations"
  - "Donations Revenue"
  - "Microchipping"
  - "Miscellaneous Grants"
  - "Sale of Fixed Assets"

For purposes of this calculation, the "three preceding fiscal years" shall lag one year. (For example, when calculating the payment for Fiscal Year 2019/20, the actual revenues and expenses from Fiscal Years 2015/16, 2016/17, and 2017/18 shall be used.)

- (2) The population figures shall be the most current available from the Department of Finance website on January 1<sup>st</sup> immediately preceding the start of the fiscal year.

- B. Government Code section 51350. County and City hereby acknowledge and agree that determination of the precise actual cost incurred by the County in providing animal shelter services hereunder excluding any "general overhead costs" as defined in Government Code section 51350, for each year during the term of this agreement, is impracticable. County and City further agree that the amounts set forth in Section 3.A and 3.B above represent a reasonable estimate of County's actual costs incurred in providing animal shelter services under this agreement excluding any costs not recoverable under Government Code section 51350.
4. Invoicing. County shall submit an invoice to City each calendar quarter for one-fourth (1/4) of the annual amount determined in accordance with Section 3, and any other amounts due under this Agreement for the preceding quarter. City shall remit payment of the full amount due within thirty (30) days after receiving such invoice.
5. Cooperation. To facilitate the performance of said functions, it is hereby agreed that County shall have full cooperation and assistance from City, its officers, agents and employees.
6. No Mandatory Duty/No Third Party Beneficiaries. Nothing in this Agreement shall be construed to impose upon County any mandatory duty not otherwise imposed by State law, nor to restrict, diminish, or interfere with any discretion otherwise possessed by County. Without limiting the generality of the foregoing, this Agreement shall not be construed impose a mandatory duty upon County with respect to the operation of the animal shelter or the performance of other services as set forth herein, nor to affect County's immunities under any provision of law. There are no third party beneficiaries of this Agreement.  
  
Nothing in this Agreement shall be construed to impose upon City any mandatory duty not otherwise imposed by State law, nor to restrict, diminish, or interfere with any discretion otherwise possessed by City. Without limiting the generality of the foregoing, this Agreement shall not be construed impose a mandatory duty upon City with respect to the operation of the animal shelter or the performance of other services as set forth herein, nor to affect City's immunities under any provision of law. There are no third party beneficiaries of this Agreement.
7. Term. This Agreement shall become effective as of July 1, 2024 and shall remain in effect until June 30, 2029, unless terminated due to the conditions set forth herein.

8. Termination.
- A. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.
  - B. Either party may terminate or amend this Agreement immediately upon giving written notice to the other party if funds in either party's yearly proposed and/or final budget are not appropriated for this Agreement or any portion thereof, or if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated as a result of mid-year budget reductions.
  - C. In the event that this agreement is terminated during any fiscal year, City shall pay County the prorated portion of the annual compensation amount earned prior to the effective date of termination.
9. Subcontracts/Assignment.
- A. County may subcontract any of the services delivered under this Agreement as County deems appropriate, with the written consent of City, which shall not be unreasonably withheld. County shall remain legally responsible for the performance of all contract terms including work performed by third parties under subcontracts.
  - B. This Agreement is not assignable by either party in whole or in part, without the prior written consent of the other party.
10. Independent Contractor/Methods of Performance. County shall, during the entire term of this MOU, be construed to be an independent contractor and nothing in this contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow City to exercise discretion or control over the professional manner in which County performs the services which are the subject matter of this contract. All issues pertaining to the methods of performance of animal shelter services or functions are administrative policy issues which shall be resolved by the Tehama County Agricultural Commissioner.
11. Mutual Indemnification. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties hereto pursuant to Government Code section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the parties agree, pursuant to Government Code section 895.4, as follows:

County shall hold harmless, defend, and indemnify City, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees,

litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of City) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City.

City shall hold harmless, defend, and indemnify County, its agents, officers, and employees, against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees, expert fees, litigation costs, and investigation costs), damages, judgments or decrees by reason of any person's or persons' bodily injury, including death, or property (including property of County) being damaged by the negligent acts, willful acts, or errors or omissions of City, or any person employed by or under City in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County.

12. **Insurance.** City and County shall each secure and maintain in full force and effect during the full term of this agreement commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.
13. **Authority.** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
14. **Compliance with Laws.** All services to be performed pursuant to this MOU shall be performed in accordance with all applicable federal, state, county, district, and municipal laws, ordinances, regulations, and rules.
15. **Entire Agreement/Modification.** This Agreement constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes all prior agreements, representations, and understandings of the parties, either oral or written. This Agreement shall not be amended, except in a writing that is executed by authorized representatives of both parties.
16. Any notice required to be given pursuant to the terms and conditions of this Agreement shall be in writing and shall be sent first-class mail to the following addresses:

City: Brant Mesker  
City Manager  
City of Corning  
794 3<sup>rd</sup> Street  
Corning, California 96021

County: Gabriel Hydrick  
Chief Administrator  
County of Tehama  
727 Oak St.  
Red Bluff CA 96080

17. Governing Law and Venue. This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

**IN WITNESS WHEREOF**, County and City have executed this Agreement on the day and year set forth below.

**Date: CITY OF CORNING**

By \_\_\_\_\_  
**ROBERT SNOW, Mayor, City of Corning**

**Date: COUNTY OF TEHAMA**

By \_\_\_\_\_  
**JOHN LEACH, Chairperson, Tehama County Board of Supervisors**

APPROVED AS TO FORM:

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Margaret Long  
County Counsel  
County of Tehama

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Collin Bogener  
City Attorney  
City of Corning

**ITEM NO.: J-12  
INFORMATIONAL UPDATE AND  
DIRECTION TO STAFF REGARDING  
THE 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.**

**July 9, 2024**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: BRANT MESKER, CITY MANAGER** 

**SUMMARY:**

On April 9, 2024, Council adopted a 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.

The item before you is to provide staff direction in regards to the educational component to the public regarding the ballot measure.

**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 of 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 previously approved 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 elected office is 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 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.

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:**

**INFORMATIONAL UPDATE AND DIRECTION TO STAFF REGARDING THE 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.**

ITEM NO.: J-13

APPROVE CHANGE ORDER #2 TO TELSTAR INSTRUMENTS FOR THE SODIUM BISULFITE AND SODIUM HYPOCHLORITE FEED SYSTEM AT THE WASTEWATER TREATMENT PLANT (WWTP) IN THE AMOUNT OF \$8,463 AND APPROVE THE APPROPRIATION OF \$44,775 TO FULLY FUND THE PROJECT.

July 9, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRANT MESKER, CITY MANAGER   
ELIJAH STANLEY, PUBLIC WORKS DIRECTOR 

**SUMMARY:**

Staff was presented with Change Order #2 from Inframark regarding the installation of the Sodium Bisulfite and Sodium Hypochlorite Feed System (Gas to Liquid Conversion). The request is to increase the load capacity due to the existing power supply being not sufficient to power the tank heaters and pumps. The Contractor is to install a 30-amp breaker and increase the wire size and transformer to account for the load. The cost for Change Order #2 is \$8,463 and is attached for Council review.

**BACKGROUND:**

On June 13, 2023, Council approved the 2023/2024 fiscal year budget which included \$290,000 budgeted for the installation of the Sodium Bisulfite and Sodium Hypochlorite Feed System (Gas to Liquid Conversion) at the WWTP.

On July 26, 2023, Staff received and approved Purchase Order #520040001 in the amount of \$285,227 for the purchase and installation of the Sodium Bisulfite and Sodium Hypochlorite systems.

On September 6, 2023, Staff received and approved Change Order #1 in the amount of \$41,085 to add a reverse float level indicator to the Sodium Bisulfite Storage Tank and change the size of the storage tanks from (1) 4,500 gal. tank to (2) 3,000 gal. storage tanks.

**FUNDING:**

During the fiscal year 2023/2024 budgeting process, Staff recognized the need for the Sodium Bisulfite and Sodium Hypochlorite Feed System (Gas to Liquid Conversion) and budgeted \$290,000 for the purchase and installation of the system. The original Purchase Order was \$285,227, Change Order #1 was for the amount of \$41,085; and Change Order #2 was for the amount of \$8,463. The overall total cost of the project is \$334,775. This exceeds the original budgeted amount of \$290,000 by \$44,775.

Staff is now requesting Council approval of an appropriation of funds in the amount of \$44,775 from the WWTP Capital Replacement Fund account 380-9264-5200 to fully fund the project.

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- APPROVE CHANGE ORDER #1 TO TELSTAR INSTRUMENTS FOR THE SODIUM BISULFITE AND SODIUM HYPOCHLORITE FEED SYSTEM IN THE AMOUNT OF \$8,463 AND APPROPRIATE \$44,775 FROM THE WWTP CAPITAL REPLACEMENT FUND ACCOUNT 380-9264-5200 TO FULLY FUND THE PROJECT.



**ITEM NO.: J- 14  
APPROVE PROPOSED SIDELETTERS  
TO THE CITY'S FOUR BARGAINING UNIT  
MEMORANDUMS OF UNDERSTANDING  
(MOU'S) REGARDING DETERMINATION  
OF VARIOUS TIME, PAY RATES, AND  
VACATION.**

**July 9, 2024**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: BRANT MESKER, CITY MANAGER** 

**SUMMARY:**

The City of Corning has four (4) bargaining units: Dispatch, Management, Miscellaneous and Public Safety. In the City's transition to streamline and automate payroll it was recognized the payrates for cashouts and overtime pay were being calculated incorrectly dating many years back. Generally, pay for one-time expenses or payments, including but not limited to: Uniform pay, Medical in Lieu pay, and Medical overages are not included in cashout and overtime payrates. In an attempt to correct this, Administration Staff met with the Union Representative from Operating Engineers Local 3.

Both parties have met and agreed to the proposed Sideletters amending the individual MOUs in specific sections as described in the Sideletters attached. It should be noted that there was language that was inadvertently not updated correctly within the Dispatch Unit's MOU in regard to vacation time. We have utilized this opportunity to correct that language in the that Unit's Sideletter.

Specifically, the Sideletters amend the following determination of compensatory time in lieu of overtime and vacation time for the units:

- **Dispatch Unit:** Overtime and Vacation Time
- **Management Unit:** Administrative Leave and Vacation Time
- **Miscellaneous Unit:** Overtime and Vacation Time
- **Public Safety Unit:** Overtime and Vacation Time

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE:**

- **THE CITY OF CORNING DISPATCH UNIT SIDELETTER AGREEMENT REGARDING DETERMINATION OF OVERTIME AND VACATION PAY RATES AND VACATION EARNED;**
- **THE CITY OF CORNING MANAGEMENT UNIT SIDELETTER AGREEMENT REGARDING DETERMINATION OF ADMINISTRATIVE LEAVE AND VACATION PAY RATES;**
- **THE CITY OF CORNING MISCELLANEOUS UNIT SIDELETTER AGREEMENT REGARDING DETERMINATION OF OVERTIME AND VACATION PAY RATES; AND**
- **THE CITY OF CORNING PUBLIC SAFETY UNIT SIDELETTER AGREEMENT REGARDING DETERMINATION OF OVERTIME AND VACATION PAY RATES.**

**CITY OF CORNING AND  
OPERATING ENGINEERS UNION LOCAL NO. 3 OF THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS AFL-CIO  
SIDELETTER AGREEMENT FOR DISPATCHER UNIT EMPLOYEES REGARDING  
DETERMINATION OF COMPENSATORY TIME IN LIEU OF OVERTIME AND  
VACATION TIME**

The Memorandum of Understanding ("MOU") between the City of Corning ("City") and Operating Engineers Union Local No. 3 of the International Union of Operating Engineers AFL-CIO ("Union") for Dispatcher Unit Employees effective from January 1, 2023 through December 31, 2025 shall include the addition of a section clarifying the calculation of compensatory time in lieu of overtime, and vacation time. This amendment supersedes the MOU where is conflict as follows:

**SECTION 14.4- ARTICLE 14- OVERTIME** Article 14.4 shall be amended as follows:

"Compensatory Time in Lieu of Overtime (CTO): Members of the bargaining unit may accrue up to a maximum of two hundred (200) hours annually upon the Department Head's discretionary authority. CTO time may be carried into the following year, but at no time can it exceed two hundred (200) hours. Management shall approve when employees can take time off, taking into consideration the desire of the employees and the operational needs of the department. The Department Head and employees may mutually agree to pay out any or all CTO time. All unused CTO shall be paid upon termination. All CTO in excess of two hundred (200) hours shall be paid to the employees as part of their normal pay cycle.

CTO is calculated as compensation at the rate of time and one-half. Overtime pay and CTO Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 10 of this MOU. Overtime pay and CTO Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

**ARTICLE 22- VACATION TIME** Article 22.1(A) shall be amended as follows:

- (A) Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after one (1) year and during the first seven (7) years of City employment.
- (B) Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after completion of seven (7) years of City employment.
- (C) Employees shall earn vacation with pay at the rate of two hundred (200) hours per year after completion of fifteen (15) years of City employment.
- (D) The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is two hundred (200) hours.
- (E) Employees who have more than two hundred (200) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.

22.2 The Employee shall have the option of converting up to fifty percent (50%) of unpaid accumulated vacation to cash payment in lieu of taking vacation. Employees may exercise the payoff option only one (1) time per fiscal year with five (5) working days' notice to payroll.

Article 22.3 shall be added to the MOU as follows:

Vacation Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 10 of this MOU. Vacation Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

All other provisions of the Memorandum of Understanding between the City of Corning and the Union shall remain in full force and effect unless specifically modified or amended.

This Agreement shall go into effect retroactively on July 7, 2024.

The parties hereto have caused this Side Letter Agreement to be executed this 9<sup>th</sup> day of July, 2024.

**CITY OF CORNING**

**UNION**

\_\_\_\_\_  
**Brant Mesker, City Manager**

\_\_\_\_\_  
**Art Frolli, Union Representative**

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

\_\_\_\_\_  
**Employee Representative**

\_\_\_\_\_  
**Employee Representative**

**CITY OF CORNING AND  
OPERATING ENGINEERS UNION LOCAL NO. 3 OF THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS AFL-CIO  
SIDELETTER AGREEMENT FOR MANAGEMENT EMPLOYEES REGARDING  
DETERMINATION OF COMPENSATORY TIME IN LIEU OF OVERTIME AND  
VACATION TIME**

The Memorandum of Understanding ("MOU") between the City of Corning ("City") and Operating Engineers Union Local No. 3 of the International Union of Operating Engineers AFL-CIO ("Union") for Management Employees effective from January 1, 2023 through December 31, 2025 shall include the addition of a section clarifying the calculation of vacation time and administrative leave time. This amendment supersedes the MOU where is conflict as follows:

**SECTION 11.7- ARTICLE 11- ADMINISTRATIVE LEAVE** Article 11.7 shall be added to the MOU as follows:

"Administrative Leave Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 9 and 18 of this MOU. Administrative Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

**SECTION 17.3- ARTICLE 22- VACATION TIME** Article 17.3 shall be added to the MOU as follows:

Vacation Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 9 and 18 of this MOU. Vacation Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

All other provisions of the Memorandum of Understanding between the City of Corning and the Union shall remain in full force and effect unless specifically modified or amended.

The Side Letter Agreement shall go into effect retroactively on July 7, 2024.

The parties hereto have caused this Side Letter Agreement to be executed this 9th day of July, 2024.

**CITY OF CORNING**

**UNION**

\_\_\_\_\_  
**Brant Mesker, City Manager**

\_\_\_\_\_  
**Art Frolli, Union Representative**

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

\_\_\_\_\_  
**Employee Representative**

\_\_\_\_\_  
**Employee Representative**



**CITY OF CORNING AND  
OPERATING ENGINEERS UNION LOCAL NO. 3 OF THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS AFL-CIO FOR MISCELLANEOUS UNIT EMPLOYEES  
SIDELETTER AGREEMENT REGARDING DETERMINATION OF COMPENSATORY  
TIME IN LIEU OF OVERTIME AND VACATION TIME**

The Memorandum of Understanding ("MOU") between the City of Corning ("City") and Operating Engineers Union Local No. 3 of the International Union of Operating Engineers AFL-CIO ("Union") for Miscellaneous Unit Employees effective from January 1, 2023 through December 31, 2025 shall include the addition of a section clarifying the calculation of compensatory time in lieu of overtime, and vacation time. This amendment supersedes the MOU where is conflict as follows:

**SECTION 14.4- ARTICLE 14- OVERTIME** Article 14.4 shall be amended as follows:

"Compensatory Time in Lieu of Overtime (CTO): Effective January 1, 2020, members of the bargaining unit may accrue up to a maximum of two hundred (200) hours annually upon the Department Head's discretionary authority. CTO time may be carried into the following year, but at no time can it exceed two hundred (200) hours. Management shall approve when employees can take time off, taking into consideration the desire of the employees and the operational needs of the department. The Department Head and employees may mutually agree to pay out any or all CTO time. All unused CTO shall be paid upon termination. All CTO in excess of two hundred (200) hours shall be paid to the employees as part of their normal pay cycle.

CTO is calculated as compensation at the rate of time and one-half. Overtime pay and CTO Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 10 and 11 of this MOU. Overtime pay and CTO Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

**SECTION 22.3- ARTICLE 22- VACATION TIME** Article 22.3 shall be added to the MOU as follows:

Vacation Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 10 and 11 of this MOU. Vacation Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

All other provisions of the Memorandum of Understanding between the City of Corning and the Union shall remain in full force and effect unless specifically modified or amended.

This Agreement shall go into effect retroactively on July 7, 2024.

The parties hereto have caused this Side Letter Agreement to be executed this 9<sup>th</sup> day of July, 2024.

**CITY OF CORNING**

**UNION**

\_\_\_\_\_  
**Brant Mesker, City Manager**

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**Art Frolli, Union Representative**

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**Lisa M. Linnet, City Clerk**

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**Employee Representative**

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**Employee Representative**

**CITY OF CORNING AND  
OPERATING ENGINEERS UNION LOCAL NO. 3 OF THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS AFL-CIO  
SIDELETTER AGREEMENT FOR PUBLIC SAFETY EMPLOYEES REGARDING  
DETERMINATION OF COMPENSATORY TIME IN LIEU OF OVERTIME AND  
VACATION TIME**

The Memorandum of Understanding ("MOU") between the City of Corning ("City") and Operating Engineers Union Local No. 3 of the International Union of Operating Engineers AFL-CIO ("Union") for Public Safety Employees effective from January 1, 2023 through December 31, 2025 shall include the addition of a section clarifying the calculation of compensatory time in lieu of overtime, and vacation time. This amendment supersedes the MOU where is conflict as follows:

**SECTION 13.5- ARTICLE 13- OVERTIME** Article 13.5 shall be amended as follows:

"Compensatory Time in Lieu of Overtime (CTO): Members of the bargaining unit may accrue up to a maximum of two hundred (200) hours annually upon the Department Head's discretionary authority. CTO time may be carried into the following year, but at no time can it exceed two hundred (200) hours. Management shall approve when employees can take time off, taking into consideration the desire of the employees and the operational needs of the department. The Department Head and employees may mutually agree to pay out any or all CTO time. All unused CTO shall be paid upon termination. All CTO in excess of two hundred (200) hours shall be paid to the employees as part of their normal pay cycle.

Members of this bargaining unit shall not log CTO for hours worked responding to mutual aid.

CTO is calculated as compensation at the rate of time and one-half. Overtime pay and CTO Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 10, 21, and 23 of this MOU. Overtime pay and CTO Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

**SECTION 22.3- ARTICLE 22- VACATION TIME** Article 22.3 shall be added to the MOU as follows:

Vacation Cash Outs which includes increases for SPECIALTY PAY i.e. Educational incentives, Longevity, Bilingual, etc., set forth in ARTICLE 10, 21, and 23 of this MOU. Vacation Cash Out does not include pay for one-time expenses or payments, including but not limited to uniform pay, medical in lieu pay, medical overages, etc."

All other provisions of the Memorandum of Understanding between the City of Corning and the Union shall remain in full force and effect unless specifically modified or amended.

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