



**SPECIAL JOINT MEETING
OF THE
CITY COUNCIL and CITY COMMISSIONS
OF THE
CITY OF CORNING**

**TUESDAY, FEBRUARY 28, 2023
LOCATION: City Hall Council Chambers
794 Third Street
Corning, CA**

A. CALL TO ORDER: 5:00 p.m.

B. ROLL CALL:

City Council:

Robert Snow., Mayor
Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli

Recreation Commission:

Christine Fears, Chairperson
Meredith Allen
Delores Smith
Blaine Smith
Vacant

Planning Commission:

Diana Robertson, Chairperson
Frank Barron
Melodie Poisson
Brant Mesker
Cody Lamb

Airport Commission:

Barbara Boot, Chairperson
Louis Davies
Jack Beck
Richard Poisson
Vacant

Library Commission:

Judy Turner, Chairperson
Susan Olson-Higgins
Carol Mueller
Sandy Sehorn
Laura Calkins

C. PUBLIC COMMENTS:

D. INSTRUCTION & PRESENTATION BY CITY ATTORNEY:

1. Information for City Council and Commission Members on the Brown Act, City Council/Commission Meeting Procedures, Rosenberg's Rules of Order, and Conflict of Interest, etc.)

E. ADJOURNMENT!:

POSTED: FRIDAY, FEBRUARY 24, 2023

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER



**CORNING CITY COUNCIL
MEETING AGENDA
TUESDAY, FEBRUARY 28 2023
CITY COUNCIL CHAMBERS IN PERSON
AT 794 THIRD STREET**

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

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

B. ROLL CALL:

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

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

D. INVOCATION: Led by Councilor Hargens.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

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.

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 February 14, 2023 City Council Meeting with any with any necessary corrections:
3. February 22, 2023 Claim Warrant in the amount of \$365,772.02.
4. February 22, 2023 Business License Report.
5. Adopt Resolution 02-28-2023-01 authorizing the City Manager or Designee, and the City Engineer to execute Right-of-Way Certifications for Transportation Projects involving State and/or Federal Funding.
6. Adopt Resolution 02-28-2023-02 accepting the Board of State and Community Corrections' Officer Wellness and Mental Health Grant in the amount of \$15,000.
7. Approve Amendment No. 2 to Agreement with the County of Tehama for Compensation to the City for Janitorial Services at the City Transportation Center Bus waiting area.

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

8. Award Bid for the Jennings Heights Subdivision Road Maintenance and Rehabilitation Project to Pavement Coatings, Inc. in the amount of \$431,680 and authorize Staff to execute the Contract.
9. Review and adopt the proposed City of Corning Electronic LED Message Board Policy.
10. Seek direction from City Council on Department of Alcoholic and Beverage Control, Public Convenience or Necessity.
11. Approve Agreement with T-Mobile West, LLC for Ground Lease Space at the Clark Park Telecommunications Tower site.

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

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

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:

Valerio:

Hargens:

Lomeli:

Snow:

N. ADJOURNMENT:

Lisa M. Linnet, City Clerk

POSTED: FRIDAY, FEBRUARY 24, 2023



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, FEBRUARY 28, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

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

A. CALL TO ORDER: Directly following the Regular City Council Meeting.

B. ROLL CALL:

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

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

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:

Agency Negotiator: Greg Einhorn, Labor Relations Consultant

Bargaining Unit: Public Safety.

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

POSTED: FRIDAY, FEBRUARY 24, 2023

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER



**CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, FEBRUARY 14, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET, CORNING, CA 96021
AND
SPRINGHILL SUITES HOTEL, BUSINESS CENTER
549 SOUTH SAN FERNANDO BLVD.,
BURBANK, CA 91502**

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

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

B. ROLL CALL:

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

Mayor: Robert Snow

All members of the City Council were present, including Councilwoman Lomeli who is present via Zoom from the Springhill Suites Hotel Business Center in Burbank California.

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

D. INVOCATION: Led by Councilor Hargens

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: .

1. Proclamation: February 2023 – Teen Dating violence Awareness and Prevention Month. Present to accept the Proclamation was Melanie Lee, Empower Tehama Outreach Advocate and Camp HOPE Coordinator.

2. Presentation by the Corning Healthcare District.

City Manager Kristina Miller stated that they had emailed her stating that they would be unable to attend the meeting tonight.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Officer Eduardo Curiel: Addressed the City Council regarding the City's Public Safety pay, retention, and staffing. He announced that the Department now stands to possibly lose two Officers to other Departments/Jurisdictions.

Audience Member: Commended the City on the improvements to the City's downtown corridor. He stated that some members of the public would like to see more work done on a Sign Ordinance,

Kara Hood: Stated that the efforts for the improvement of our downtown are very much appreciated. She also stated she would like to see social media used for good, not negative.

Greg Long: Stated that Corning Law Enforcement is one of the best he has dealt with, and he thinks that the City needs to pay fair and competitive wages.

Audience Member: Stated her agreement with Officer Curiel and Mr. Long regarding the City's Police Officers and fair pay and competitive wages. She stated that there is a benefit to having long-term employees. She also asked questions regarding Measure A Funding, specifically what it funds. She stated that she believed when it was presented it was to be used for Public Safety; City Manager Miller responded providing the Measures exact verbiage. City Manager Miller stated that due to the Brown Act, Staff really can't respond further as this is not an agenda subject.

Luke Alexander: Stated that possibly these questions could be placed as an Agenda Item on a future meeting; City Attorney Bogener responded to this stating that until such time as the labor negotiations are complete, it cannot be discussed publicly.

Police Chief Fears: Apologized to the City Manager for raising his voice to her today during a meeting with her, however he does not apologize for his passion in supporting his Staff.

Audience Member: Stated he moved to the community in recent years, and he is all for paying the Police Officers what is needed to keep them here.

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.

3. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
4. **Waive the reading and approve the Minutes of the following meetings with any necessary corrections:**
 - a. **January 24, 2023 City Council Closed Session & Regular Meeting; and**
 - b. **January 30, 2023 City Council Closed Session;**
5. **February 8, 2023 Claim Warrant in the amount of \$536,687.47.**
6. **February 8, 2023 Business License Report.**
7. **January 2023 Wages & Salaries: \$415,560.53.**
8. **January 2023 Treasurer's Report.**
9. **January 2023 Building Permit Valuation Report in the amount of \$373,692.**
10. **January 2023 City of Corning Wastewater Operations Summary Report.**
11. **Authorize final payment to PSOMAS for Construction Management and Inspection Services in the amount of \$69,590.36 for the Solano Street Improvement Project.**
12. **Authorize payment of Invoice #5 to Walberg, Inc. in the amount of \$15,371.22 for the Solano Street Improvement Project.**
13. **Approve Letter of Support for the Tehama County Transportation Commission's Grant Application for the Lake California Drive Reconstruction Project.**
14. **Approve Mayor's Recommendation to appoint Councilwoman Lisa Lomeli to serve as the City's representative on the Tehama County Community Action Agency Commission/Board.**

Councilor Valerio moved to approve Consent Items 3-14; Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

15. **Ratify Memorandum of Understanding (MOU) between the City and the City of Corning Dispatch Bargaining Unit.**

Presented by City Manager Miller who outlined the benefits proposed under this MOU and the associated costs.

With no further discussion, Councilor Demo moved to ratify the MOU between the City and the City of Corning Dispatcher's Bargaining Unit for the period of January 1, 2023 through December 31, 2025. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0.**

16. **Approve Letter responding to the Tehama County Grand Jury relating to discussion of funding split within County Cities for Tehama LAFCO Budget.**

Presented by City Attorney Collin Bogener who stated that the proposed letter is a response to the findings and recommendations of the Tehama County Grand Jury. He specified the findings/recommendation to which the City was required to provide a response as outlined in the proposed letter. It was stated that it is required by State Law to provide a response.

With no further discussion, Councilor Hargens moved to approve the proposed letter to the Tehama County Grand Jury relating to discussion of the Tehama County Funding Split for the LAFCO Budget. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0.**

17. Seek direction relating to the Corning Library Commission recommendation to seek the services of an Interior Design Consultant, funded using Ridell Trust Funds, to advice on interior improvements at the Corning Library.

Presented by City Manager Kristina Miller who announce the current balance of the Ridell Trust (\$221,865.86) as of January 31, 2023, and stated the terms under which these funds can be utilized. She outlined the improvements that the Friends of the Library and Library Commission would like to complete prior to the 50th Anniversary event of the Library at this location. City Manager Miller stated that in order to keep the improvements cohesive, the recommendation was made to hire an Interior Design Consultant.

It was confirmed that all expense for the Consultant would be funded from the Ridell Trust, not City General Funds. Councilor Lomeli asked if we knew what the cost would be for the Consultant; she was informed no, the City would put it out to Bid for these services.

Councilor Demo moved to approve the recommendation by the Library Commission and County Librarian to seek the services of a professional Interior Design Consultation; direct City Staff to prepare associated Bid/Request for Proposal documents; and approve expenditure from Ridell Trust the associated costs. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0.**

18. Select and authorize purchase of Play Playground Equipment to replace the existing Northside Park Kiddie Playground equipment.

Presented by City Recreation Coordinator Christina Meeds who provided information on the Bids received, specifically the equipment provided under each Bid and associated costs. Ms. Meeds stated that two of the Bids would put us over budget and would require an appropriation of additional funding from the General Fund Reserves.

City Manager Miller provided information on the funding source for this equipment, specifically Community Development Block Grant (CDBG) Funds received from past revolving home improvement loans. She stated that qualification for expense of these funds is limited and will require the City to perform a NEPA Study which can take up to six (6) months to complete. That being said, the State is asking that these funds be spent. City Manager Miller stated she is suggesting Council select the equipment Option preferred and authorize Staff to proceed with awarding the Bid at this time, but defer purchasing until the City confirms that CDBG funds can be utilized for this purchase and the associated NEPA Study. If approved, this would allow the funds previously budgeted to be utilized for another project and an allocation from the General Fund would not be necessary.

Councilman Demo stated that Councilors Lomeli and Valerio had addressed Council regarding ADA playground equipment, what is the status. Mayor Snow and Councilor Lomeli stated he would like to hold off on action on this item at this time since there is a possibility of acquiring additional funds following going through the NEPA Process. It was stated that the surface would be wood chips.

Mayor Snow, and Councilors Demo, Lomeli, Hargens and Valerio were in favor of equipment Option 2. Councilor Valerio stated that he did not see access to the equipment; Rec. Coordinator Meeds stated that concrete would need to be placed for access to the ADA playground equipment.

Councilor Hargens moved to:

- Waive the formal bid process as the purchase is exempt according to Section 3.12.082.4 of the Corning Municipal Code
- Select Option 2 (Kompan Playground Equipment) proposal and delay purchase until confirmation that Community Development Block Grant funding could be used towards purchase of equipment and the NEPA Study is completed. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0.**

19. Approve proposed wage rate increase schedule for City Pool Lifeguards I and II, Pool Manager, and Assistant Pool Manager for the 2023 Pool Season.

Presented by Public Works Consultant/City Engineer Robin Kampmann who stated that due to the enactment of Senate Bill (SB) 3, the California minimum wage increased to \$15.50/hr. effective January 1, 2023 necessitating a review of the City's wage schedule for Pool Employees as the current wage for the Lifeguard I position would be noncompliant. Staff also completed a salary survey of surrounding communities for Lifeguard wages and the proposed wages are competitive with these communities.

Councilor Demo moved to approve the attached proposed 2023 Pool Season increased wage rate schedule for the part-time temporary City Pool Lifeguards I & II, Pool Manager, and Assistant Manager. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, Hargens, and Lomeli. Absent/Abstain/Opposed: None. Motion was approved by a 5-0.**

20. Approve Plans and Specifications and authorize Staff to solicit Bids for the Corning Awning Grant Program.

Councilor Lomeli abstained from this voting on this item. This item was presented by City Manager Kristina Miller who stated that City Council approved funding in the amount of \$250,000 for the City's Awning Grant Program from the \$1,844,396 in American Rescue Plan Act 2021 funds the City received. She further stated that the remaining \$1,594,396 of these funds was approved by the City Council to fund a Reimbursement Agreement for a water and sewer crossing of I-5 to the west whereby Developers would fund the cost of the bore with the City reimbursing them for all or a great portion of the work after it is completed.

City Manager Miller announced that Staff has received applications from 17 business for participation in the Awning Program tonight. She stated that Staff recommends City Council approve the Plans and Specifications and authorize Staff to seek Bids. Once bids are received and reviewed by Staff, the successful low bid will be brought back to City Council for the approval and contract award. Should proposals exceed the available amount, grants will be awarded based on the date a completed application was received.

Councilor Hargens moved to approve the Plans and Specifications and authorize Staff to solicit Bids for the Corning Awning Grant Program. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens. Abstain: Lomeli. Absent/Opposed: None. Motion was approved by a 4-0 with Lomeli abstaining.**

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: City Clerk Lisa Linnet reported on receipt of a Thank You Card from local business, Jersey Girls, thanking the City Council and City Staff for the cash payment to those businesses affected by the Solano Street closure.

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 the Tehama County Transportation Commission Meeting announcing that TRAX is planning on reducing service to the Corning area due to lack of riders however, riders can arrange rides by contacting TRAX 24 hours in advance.

Lomeli: Reported on meetings with some of the various City Department Heads. She stated it was very informative. Chief Fears has reached out and a meeting is to be scheduled.

Hargens: Stated her meetings were cancelled.

Valerio: Reported on the Chamber Installation Dinner.

Snow: Reported on the Two-by-Two Meeting with the Schools within the City that he recently attended. He stated how mutually beneficial these meetings are.

N. ADJOURNMENT: 7:35 p.m.

Lisa M. Linnet, City Clerk

**MEMORANDUM**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: February 23, 2023

SUBJECT: Cash Disbursement Detail Report for the
Tuesday February 28, 2023 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 02-23-23	\$	290,747.18
B.	Payroll Disbursements	Ending 02-23-23	\$	75,024.84

GRAND TOTAL \$ 365,772.02

REPORT.: Feb 23 23 Thursday
RUN....: Feb 23 23 Time: 14:44
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 02-23 thru 02-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034484	02/09/23	FIR17	FIRST NATIONAL BANK OMAHA	1061.23	012723	MAT & SUPPLIES-
034485	02/10/23	GAB00	GABBARD, BRYAN	270.00	230211	REC INSTRUCTOR-REC
034486	02/10/23	JOB01	JOB TRAINING CENTER	48692.53 54144.53	6893 6904	JOB TRAINING CTR-PROP 47 (2) JOB TRAINING CTR-PROP 47 (2)
			Check Total.....	102837.06		
034487	02/13/23	BLA11	BLANCO, ELENA	330.00	230211	REC INSTRUCTOR-REC
034488	02/13/23	GON03	GONZALEZ, ALEXIS MARISOL	240.00	230211	REC INSTRUCTOR-REC
034489	02/13/23	PIN00	PINTOR, ERICK	200.00	230128	REC INSTRUCTOR-REC
034490	02/13/23	OCH02	OCHOA-MENDOZA, OSVALDO	137.50 400.00	230128 230211	REC INSTRUCTOR-REC REC INSTRUCTOR-REC
			Check Total.....	537.50		
034491	02/13/23	JOH11	JOHNSON, BRAYDEN ROBERT	245.00	230211	REC INSTRUCTOR-REC
034492	02/15/23	CAM02	FERGUSON ENTERPRISES INC.	150.28 623.87	1771086 1725746-2	MAT & SUPPLIES-WTR MAT & SUPPLIES-WTR
			Check Total.....	774.15		
034493	02/15/23	COM06	COMCAST	26.45	230209	COMMUNICATIONS-PW ADMIN
034494	02/15/23	COR57	CORNING RURAL HEALTH CLIN	1096.23	147863	PROF SVCS-
034495	02/15/23	DEP03	DEPT OF TRANS/CAL TRANS	712.08	SL230399	Equip.Maint. St&Trf Light
034496	02/15/23	DEP12	DEPT OF JUSTICE	513.00	632664	PROF SVCS-
034497	02/15/23	DUR01	DURHAM PUMP	1880.82	0210169IN	WELL REPAIRS-WTR CAP IMPROV
034498	02/15/23	ECO05	ECORP CONSULTING, INC.	891.25	99047	PROF SVCS-PLANNING
034499	02/15/23	ENT02	ENTERPRISE-RECORD, MERCUR	674.00	006725642	PRINT/ADVERT-CITY CLERK
034500	02/15/23	EVE07	EVERGREEN JANITORIAL SUPP	495.84	61237	MAT & SUPPLIES-PARKS
034501	02/15/23	EXP02	EXPRESS EMPLOYMENT PROFES	1144.56	28630607	TEMP HELP-FINANCE
034502	02/15/23	GAY02	GAYNOR TELESYSTEMS, INC	130.00	000042213	COMMUNICATIONS-PW ADMIN
034503	02/15/23	GRE06	GREG'S HEATING & A/C	525.00	25040	MAT & SUPPLIES-BLD MAINT
034504	02/15/23	KNI00	KNIFE RIVER CONSTRUCTION	850.23	284112	A/C CITYWIDE-STR
034505	02/15/23	LEA02	LEAGUE OF CA CITIES	100.00	5151	ASSOC DUES-CITY ADMIN
034506	02/15/23	LEH03	LEHR AUTO	35.73	SI83684	VEH REPLAC-CAP IMPROV
034507	02/15/23	MOO07	MOORE & BOGENER, INC.	45.00	13740	803 BUTTE ST (LEMKE)-LGL SVCS (RECEIVERSHIP)
034508	02/15/23	PAC29	PACE ANALYTICAL SERVICES,	92.37 220.16	230121228 230121828	PROF SVCS-WTR DEPT PROF SVCS-WTR DEPT
			Check Total.....	312.53		
034509	02/15/23	PES01	PESTMASTER SERVICES, INC.	990.79	376849	TREE/PEST & WEED SPRAY-
034510	02/15/23	PGE01	PG&E	37510.76	230209	Electricity General City-
034511	02/15/23	PGE2B	PG&E	236.52	8163767-0	SOLAR-WWTP
034512	02/15/23	PSO00	PSOMAS	69590.36	192715	SOLANO PROJ-STR PROJ
034513	02/15/23	QUI02	QUILL CORPORATION	565.35 198.79	30680869 30710342	OFFICE SUPPLIES-FINANCE OFFICE SUPPLIES-
			Check Total.....	764.14		
034514	02/15/23	RED15	RED TRUCK ROCK YARD, LLC	155.51	1457	MAT & SUPPLIES-STR
034515	02/15/23	RON03	RON DUPRATT FORD	268.49 95.16	373887 374823	VEH OP/MAINT-POLICE VEH OP/MAINT-POLICE
			Check Total.....	363.65		
034516	02/15/23	SCH01	LES SCHWAB TIRE CENTER	460.42 71.10	00458637 00459117	VEH OP/MAINT-FIRE VEH OP/MAINT-FIRE
			Check Total.....	531.52		
034517	02/15/23	STE09	STEWART SIGNS	33042.03	221943	LED TRANS CENTER-TRANS FAC
034518	02/15/23	SUN16	SUNBEAM SOLAR OPERATIONS	7572.32	189950	ELECT-
034519	02/15/23	VER02	VERIZON WIRELESS	228.06	992664698	PROP 30-MDC

REPORT.: Feb 23 23 Thursday
RUN....: Feb 23 23 Time: 14:44
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 02-23 thru 02-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
034520	02/16/23	ATT13	AT&T	780.47	230211	COMMUNICATIONS-DISPATCH
034521	02/16/23	DOW01	DOWN RANGE	916.26 437.52	601049 601089	SAFETY ITEMS-POLICE UNIFORMS/CLOTH-POLICE
Check Total.....:				1353.78		
034522	02/16/23	FIR05	FIRST NATIONAL BANK OMAHA	581.58	230127	MAT & SUPPLIES-
034523	02/16/23	XER00	XEROX CORPORATION	22.50	018236834	EQUIP MAINT-DISPATCH
034524	02/17/23	BAU01	BAUER COMPRESSORS	1172.77	303671	EQUIP MAINT-FIRE
034525	02/17/23	GAB00	GABBARD, BRYAN	142.50	230225	REC INSTRUCTOR-REC
034526	02/17/23	VAL11	VALLEY PACIFIC PETROLEUM	284.99	23-597093	VEH OP/MAINT-FIRE
034527	02/17/23	WEB02	WEBSTER, WAYNE C.	120.00	230218	REC INSTRUCTOR-REC
034528	02/17/23	PET03	PETTY CASH	183.77	230217	PETTY CASH-
034529	02/17/23	SCH01	LES SCHWAB TIRE CENTER	65.00	00459170	VEH OP/MAINT-POLICE
034530	02/17/23	TEH08	COUNTY OF TEHAMA	6002.29	2023/2-10	ELECTIONS-CITY CLERK
034531	02/17/23	VAL11	VALLEY PACIFIC PETROLEUM	1614.98	23-597092	VEH OP/MAINT-
034532	02/21/23	JAN00	JANDA, ARJAN	75.00	230218	REC INSTRUCTOR-REC
034533	02/21/23	KIN14	KINETICS ACADEMY OF DANCE	630.00	230219	REC INSTRUCTOR-REC
034534	02/21/23	PIN00	PINTOR, ERICK	360.00	230211	REC INSTRUTOR-REC
034535	02/21/23	ZAG00	ZAGAL, STEPHANIE MARIE	375.00	230218	REC INSTRUCTOR-REC
034536	02/22/23	BDI00	BDI	230.15	950295943	MAT & SUPPLIES-
034537	02/22/23	COM01	COMPUTER LOGISTICS, INC	1421.01	83992	COMPUTER REPLAC-POLICE
034538	02/22/23	COP02	COPY CENTER	190.81	21636	OFFICE SUPPLIES-FINANCE
034539	02/22/23	DEP03	DEPT OF TRANS/CAL TRANS	236.39	23007638	Equip.Maint. St&Trf Light
034540	02/22/23	HOM03	HOME DEPOT	129.17	8504571	MAT & SUPPLIES-PARKS
034541	02/22/23	NOR15	NORTHERN CALIFORNIA GLOVE	54.50	01554970B	MAT & SUPPLIES-
034542	02/22/23	PAC29	PACE ANALYTICAL SERVICES,	92.37 92.37 220.16	230140228 230140328 230140628	PROF SVCS-WTR DEPT PROF SVCS-WTR DEPT PROF SVCS-WTR DEPT
Check Total.....:				404.90		
034543	02/22/23	PGE09	PG&E	216.30	230214	ELECT-STONEFOX L&L-Z1, D1
034544	02/22/23	PGE2A	PG&E	47.46	230214	ELECT-BLUE HERON CT
034545	02/22/23	TER00	TERRY HANSEN ELECTRIC	2000.00	J-270-#1	COMM PARK IMPROV-PARK SPEC PROJ
034546	02/22/23	USA01	USA BLUE BOOK	670.11	273420	WELL CHLORINATOR-WTR CAP IMPROV
034547	02/22/23	VAL11	VALLEY PACIFIC PETROLEUM	1910.24	23-597091	MAT & SUPPLIES-
034548	02/23/23	CAM02	FERGUSON ENTERPRISES INC.	150.28	1771116	MAT & SUPPLIES-WTR
034549	02/23/23	EXP02	EXPRESS EMPLOYMENT PROFES	903.60	28662119	TEMP HELP-FINANCE
034550	02/23/23	HAR00	HARGENS, MICHELE MARIE	211.21	230223	CONF/MTGS-CITY COUNCIL
034551	02/23/23	SAN09	SANCHEZ, JACKELYNE	935.58	230223	SWR UNCOLLECTIBLES-FINANCE
034552	02/23/23	VCA01	VCA VALLEY OAK VETERINARY	357.52	547361639	K9 PROGRAM-POLICE
Cash Account Total.....:				290747.18		
Total Disbursements.....:				290747.18		
Cash Account Total.....:				.00		

REPORT.: Feb 23 23 Thursday
RUN....: Feb 23 23 Time: 14:44
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 02-23 thru 02-23 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
13670	02/23/23	BAN03	POLICE OFFICER ASSOC.	275.00	C30222	POLICE OFFICER ASSOC
13671	02/23/23	CAL37	CALIFORNIA STATE DISBURSE	138.46	C30222	WITHHOLDING ORDER
13672	02/23/23	DEP21	US DEPARTMENT OF THE TREA	227.99	C30222	WageAssign#WG2283922
13673	02/23/23	EDD01	EMPLOYMENT DEVELOPMENT	5480.29	C30222	STATE INCOME TAX
				1573.02	1C30222	SDI
				-594.41	2C30222	STATE INCOME TAX
				-63.91	3C30222	SDI
			Check Total.....:	6394.99		
13674	02/23/23	FED00	FEDERAL PAYROLL TAXES (EF	15196.14	C30222	FEDERAL INCOME TAX
				17639.20	1C30222	FICA
				4125.30	2C30222	MEDICARE
				-1486.11	3C30222	FEDERAL INCOME TAX
				-528.28	4C30222	FICA
				-123.54	5C30222	MEDICARE
			Check Total.....:	34822.71		
13675	02/23/23	MIS03	MISSIONSQUARE - PLAN#3020	2344.50	C30222	MISSIONSQUARE 457
				215.00	1C30222	MISSIONSQUARE 457 ER
			Check Total.....:	2559.50		
13676	02/23/23	PERS1	PUBLIC EMPLOYEES RETIRE	25926.99	C30222	PERS PAYROLL REMITTANCE
				-455.26	1C30222	PERS PAYROLL REMITTANCE
			Check Total.....:	25471.73		
13677	02/23/23	PERS4	Cal Pers 457 Def. Comp	2089.41	C30222	PERS DEF. COMP.
				362.50	1C30222	PERS DEF. COMP. ER P
			Check Total.....:	2451.91		
13678	02/23/23	STA04	STATE OF CALIFORNIA	20.23	C30222	WAGEASN CS#571350142
13679	02/23/23	VAL06	VALIC	2429.82	C30222	AIG VALIC P TAX
				232.50	1C30222	AIG VALIC P TAX ER P
			Check Total.....:	2662.32		
			Cash Account Total.....:	75024.84		
			Total Disbursements.....:	75024.84		
			=====			

Date.: Feb 23, 2023
Time.: 3:16 pm
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
ALL-AMERICAN CONSTRU	2048 PASEO ROAD	LIVE OAK, CA 95953	CONTRACTOR - GENERAL & ENGINEERING	02/14/23
IMPERIAL ELECTRIC CO	11282 PYRITES WAY	GOLD RIVER, CA 95670	ELECTRICAL SUB-CONTRACTOR	02/17/23
SPECTRUM INSULATION,	3537 WINONA WAY	NORTH HIGHLANDS, CA 95660	SPECIALTY SUB CONTRACTOR- BUILDING INSUL	02/17/23
TONY'S AUTO MECHANIC	1421 SOLANO ST	CORNING, CA 96021	GENERAL MECHANIC & ELECTRIC SYSTEM	02/15/23

ITEM NO.: G-5

ADOPT RESOLUTION 02-28-2023-01, A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE, AND CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS FOR TRANSPORTATION PROJECTS INVOLVING STATE AND/OR FEDERAL FUNDING

February 28, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS OF THE CITY OF CORNING

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

SUMMARY:

The State of California, Department of Transportation requires local agencies to execute Right of Way Certifications prior to requesting construction funding and advertisement for bids for transportation projects involving State and/or Federal funding. The attached resolution will authorize the City Manager, a City Manager designee or the City Engineer to execute the Right of Way Certifications for State and Federal funded project administered by the City of Corning.

Staff, in conjunction R.E.Y. Consulting, Inc., is wrapping up the Right of Way portions of the West Street School and Olive View School ATP Connectivity Projects and is getting ready to certify the Right of Way. Once the certification is complete a request for allocation of construction funding will follow.

BACKGROUND:

On May 11, 2021 Council authorized City Staff to advertise Requests for Qualifications for a Design Consultant for the West Street School and Olive View School Street Projects ATP Grant. On July 27, 2021 R.E.Y. Engineers, Inc. was awarded the professional engineering and environmental services contracts for both project.

The City of Corning was awarded an ATP grant for the West Street School ATP Connectivity Project providing funding in the amount of \$1,304,000 and an ATP grant for the Olive View Elementary School ATP Connectivity Project providing funding in the amount of \$1,118,000 to prepare plans and construct new sidewalks, curbs, gutters and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the schools.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 02-28-2023-01, A RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE, AND CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS FOR TRANSPORTATION PROJECTS INVOLVING STATE AND/OR FEDERAL FUNDING

RESOLUTION NO.: 02-28-2023-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING THE CITY MANAGER OR DESIGNEE, AND CITY ENGINEER TO
EXECUTE RIGHT-OF-WAY CERTIFICATIONS FOR TRANSPORTATION PROJECTS
INVOLVING STATE AND/OR FEDERAL FUNDING**

WHEREAS, the State of California, Department of Transportation, requires local agencies to execute Right-of-Way Certifications prior to advertising for construction bids on transportation projects involving State and/or Federal funding; and

WHEREAS, the City routinely applies for a variety of funding for transportation improvement projects benefitting the City of Corning and its residents; and

WHEREAS, the execution of Right-of-Way Certification is a prerequisite for receiving State and/or Federal Funds for a project; and

WHEREAS, the State of California, Department of Transportation, allows for the governing body of a local agency to delegate its authority to execute Right-of-Way Certifications to designated staff.

NOW, THEREFORE BE IT RESOLVED that the City Council of City of Corning does hereby authorize the City Manager or designee, and City Engineer to execute Right-of-Way Certifications for State and Federal funded projects administered by the City of Corning.

This Resolution was introduced and adopted by the City Council of the City of Corning on the 28th day of February 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 28th day of February 2023 by the votes listed above.

Lisa M. Linnet, City Clerk

ITEM NO.: G-6
ADOPT RESOLUTION 02-28-2023-02
ACCEPTING THE BOARD OF STATE AND
COMMUNITY CORRECTIONS' OFFICER
WELLNESS AND MENTAL HEALTH GRANT

February 28, 2023

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

SUMMARY:

The City of Corning is to be awarded \$15,000 as part of the Board of State and Community Corrections, (BSCC), Officer Wellness and Mental Health Grant Program. This disbursement is being made in accordance with Assembly Bill 178, Chapter 45, Statutes of 2022, Item 5227-121-0001. The funding is available to all city and county law enforcement agencies employing officers described in Section 830.1 of the Penal Code and may not be used to supplant services already budgeted.

BACKGROUND:

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

Staff proposes that the BSCC Officer Wellness and Mental Health funds be expended from the date of receipt until the final impact and expenditure reporting is due on December 1, 2025, for the purchase of:

- A Rogue Echo Bike;
- Free weights including rack;
- For each staff member to receive a copy of the book: *Emotional Survival for Law Enforcement: A Guide for Officers and Their Families* by Dr. Kevin Gilmartin; and
- A 3-year subscription to CordicoShield, which is an officer wellness app that will be offered to all Corning Police Department personnel. The app supports both physical and mental wellness, along with immediate access to Crisis Alert 24/7. This app can also be tailored specifically for the Corning Police Department's needs and to the needs of its individual employees.

Included below is a current breakdown of funds for the abovementioned items:

Echo Rogue Bike, Free weights, weight rack:	\$1,855.00
Emotional Survival for Law Enforcement Books:	\$600.00
CordicoShield App/3-year Subscription plus prorate:	\$9,500.00
Total:	\$11,955.00

With any remaining funds, the Chief of Police would like to ascertain the future possibility of having Chaplain services available to all personnel and the community as well. This item will be brought before the Council at a later date should it move forward.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 02-28-2023-02 THEREBY ACCEPTING THE FUNDS OFFERED THROUGH THE BSCC OFFICER WELLNESS AND MENTAL HEALTH GRANT, AND APPROVE THE USE OF THESE MONIES TO FUND GYM EQUIPMENT, BOOKS, AND A SUBSCRIPTION TO THE CORDICOSHIELD OFFICER WELLNESS APP.

RESOLUTION NO.: 02-28-2023-02
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING
TO ACCEPT THE FUNDS OFFERED THROUGH THE
BOARD OF STATE AND COMMUNITY CORRECTIONS' (BSCC) OFFICER
WELLNESS AND MENTAL HEALTH GRANT PROGRAM

WHEREAS, as a condition of receiving the BSCC Officer Wellness and Mental Health Grant funds, the City Council must appropriate the anticipated monies exclusively to fund front-line law enforcement services in accordance with a written request submitted by the Chief of Police; and

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

NOW, THEREFORE BE IT RESOLVED that the City of Corning, in order to be eligible for the BSCC Officer Wellness and Mental Health Grant funds has approved the expenditure of funds for a gym equipment, books, and CordicoShield Wellness app, as recommended by the Chief of Police and the City Manager.

~~~~~

This Resolution was introduced and adopted by the City Council of the City of Corning on the 28<sup>th</sup> day of February 2023 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

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

**ATTEST:**

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

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution was duly introduced, approved, and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 28<sup>th</sup> day of February 2023 by the votes listed above.

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



# A Cost-Effective Solution for Public Safety Wellness

Law enforcement officers, firefighters, dispatchers and other public safety personnel are tasked with handling the most high-risk, urgent and dangerous events in our communities. They respond routinely to incidents most people never experience firsthand—suicides, murders, accidents, natural disasters, violence committed against children, sexual offenses, violent individuals, noncompliant suspects, people in the throes of crisis. The job carries the constant potential for injury and risk to safety and security.

Public safety and local government leaders and elected officials have a great opportunity to support the wellness of the first responders we trust to provide the most urgent, critical and high-stakes service to the community. The key lies in delivering confidential, immediately accessible resources that are customized for the issues first responders face.

Fortunately, doing just that is not only possible, it's surprisingly cost-effective.

## Public Safety Wellness Challenges

First responders pay a price for their dedication to their profession. They experience high rates of suicidal ideation, post-traumatic stress and depression; in nationwide surveys, firefighters and officers overwhelmingly report stress on the job has impacted their mental health.<sup>1,2,3</sup>

The effects are physical, too; 70% of firefighters are obese or overweight; 40% of police officers are obese and 80% are overweight.<sup>4,5</sup> Complications from shift work compound the issues: Nearly 40% of firefighters screen positive for sleep disorders,<sup>6</sup> while fatigue has been shown to affect police officer decision making and judgment.<sup>7</sup>

<sup>1</sup>Ushery D, Manny D, Stulberger E. (11/20/18). Nearly 1 in 5 cops has considered suicide amid stigma around mental health issues. <https://www.nbcnewyork.com/news/local/i-team-nearly-1-in-5-cops-has-considered-suicide-amid-stigma-around-mental-health-issues/1817436/>

<sup>2</sup>Wagner E, Bott M, Villarreal M et al. (3/1/18) National data shows firefighters' mental, emotional health not getting enough attention. <https://www.nbcbayarea.com/news/local/national-data-shows-firefighters-mental-emotional-health-not-getting-enough-attention/196910/>

<sup>3</sup>Substance Abuse and Mental Health Services Administration. (May 2018) First Responders: Behavioral Health Concerns, Emergency Response, and Trauma. <https://www.samhsa.gov/sites/default/files/dtac/supplementalresearchbulletin-firstresponders-may2018.pdf>

<sup>4</sup>Wilkinson ML, Brown AL, Poston WS, et al. (2014) Physician Weight Recommendations for Overweight and Obese Firefighters, United States, 2011–2012. *Preventing Chronic Disease*. 11:140091. <http://dx.doi.org/10.5888/pcd11.140091>

<sup>5</sup>Can SH, Hendy H. (May 2014) Behavioral variables associated with obesity in police officers. *Industrial Health*. 52(3):240–247. <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC4209580>

<sup>6</sup>Brigham and Women's Hospital. (11/13/14) Sleep disorders found to be highly prevalent in firefighters. *ScienceDaily*. <https://www.sciencedaily.com/releases/2014/11/141113085220.htm>

<sup>7</sup>James L. (9/21/17) The Stability of Implicit Racial Bias in Police Officers. *Police Quarterly*. 21(1)30–52. <https://doi.org/10.1177/1098611117732974>



While many municipalities and counties offer wellness services through an Employee Assistance Program, these are often inadequate for the unique stressors of a public safety career. First responders overwhelmingly report cultural stigmas that create a barrier to most seeking help for emotional and behavioral issues. And when they do seek help, 60% of officers and firefighters say the wellness resources provided to them through Employee Assistance Programs are not helpful.<sup>1,2</sup>

## Hidden Costs of First Responder Mental Health Issues

Simply knowing that we are taking good care of our personnel—doing the right thing to support them—is motivation enough for most agency and local government leaders. But there also are strong qualitative reasons to proactively address first responder wellness.

In fact, there are five areas where your agency may be spending large sums of money related to first responder mental health without realizing it:

1. **Overtime costs** that rack up when personnel are out on sick leave or disability as a result of untreated mental health issues
2. **Worker's compensation** costs involving post-traumatic stress syndrome (many states now consider PTSD as presumptive for first responders)
3. **High healthcare costs** as a result of the physical impacts of stress, which can include cardiac issues, diabetes, obesity, substance abuse and sleep issues
4. **Costs associated with personnel complaints, lawsuits and settlements** that may be a result of poor decision-making by personnel suffering from lack of sleep, burnout or compassion fatigue
5. **Turnover costs**—including recruiting, training and equipping new personnel—when first responders choose to leave the agency due to chronic stress or feeling unsupported

As noted above, current support mechanisms for first responders are largely insufficient. Municipalities remain at significant financial risk if relying upon existing support resources.



## The Wellness Solution for Public Safety: Cordico

Cordico's mobile wellness app provides a complete range of self-assessments as well as continuously updated videos and guides on more than 60 health and lifestyle management topics. This unique wellness solution meets three critical criteria necessary to overcome the stigma of asking for help and address the cumulative effects of chronic stress on first responders:



**Confidential** – First responders must have trust that they can access resources in a completely confidential manner that will not have an impact on their careers. Cordico's apps work through a generic link and generic password. There is no personal data tied to app (although we can provide aggregate data to help

leaders judge overall use or identify trends in resource usage).



**Customized** – Resources provided to first responders must reflect the realities of their jobs. Cordico's assessments, articles and videos are developed by first responder psychologists and are specifically tailored for public safety personnel. We also help agencies tailor their apps with agency-specific content or training and links to local resources.



**Accessible** – Public safety is a 24/7 business; first responders must be able to access resources quickly, easily and at any time of day. By delivering our content through an app, we provide one place for personnel to access all the wellness content the agency offers, available 24/7. Options include one-touch access to peer support and chaplains, teletherapy and a therapist finder.



**The many benefits of implementing the Cordico app include:**

- Demonstrating strong city/county support for the wellness of their first responders
- Providing in-hand, on-demand, easy access to a multitude of high-quality wellness tools and confidential resources specifically for public safety personnel

- Providing easier access to existing support mechanisms (e.g., peer support, therapists and local healthcare resources)
- Increasing utilization of a wide range of wellness support resources to promote a healthier workforce
- Improving recruitment, retention and morale and reducing absenteeism

Implementation of the Cordico apps has been associated with higher rates of utilization of support resources, the development of stronger wellness support options, and strong positive feedback regarding the program at all organizational levels.

## Cordico Wellness App Investment

First responder wellness requires an investment, but the costs of the Cordico app are projected to be more than offset by savings in the form of improved employee wellness, lower employee stress, improved morale, decreased absenteeism and increased retention.

**The annual subscription covers:**

- App build, design, licensing, maintenance, technical support and ongoing updates (iPhone and Android)
- Unlimited use to all personnel employed by the agency
- Unlimited use at no cost to all spouses and significant others of personnel employed by the agency
- Unlimited use at no cost for all department retirees
- Implementation and support for promoting the app to agency personnel, including posters, QR codes for easy phone installation, and a customized PowerPoint presentation for shift briefings or roll call. These resources have resulted in a 90% app installation rate.



## At the Forefront of Wellness

*"If you do one thing for your agency this year, get this app. It will show that employee wellness is a priority, you truly care, and you want to make the best tools and resources accessible to your officers 24/7."*



**Kimberly A. Miller, Ph.D.**  
Police Psychologist, Consultant,  
Coach & Trainer  
National Sheriffs' Association  
Member & Seminar Presenter

*"The Cordico team provided exceptional customer service and went out of their way to make the development process smooth and fast. The finished product far exceeded my expectations and those of my command staff. We need our emergency responders to be at their peak performance levels, and the Cordico wellness app gives them the tools and resources to do just that."*



**Captain Eric Dayley**  
MA District Commander  
Idaho State Police District Five

*"I was looking for a way to inform our officers about the numerous resources that are available to support their emotional health and well-being. I also wanted to provide them with a roadmap to those resources. The Cordico wellness app is a confidential tool that hosts all of their wellness resources in one location, which allows our officers to have 24/7 access in the palm of their hands."*



**Lynnette Hall-Lewis, Esq., CWPC**  
Health Engagement Manager  
City of Memphis

*"With the Cordico app and the program we have in place, if something ever comes up for any of our members—even in retirement—they'll have immediate access to resources and somewhere to turn."*



**Fire Chief Brian Fennessy**  
Orange County (CA) Fire Authority



**Ready to put your agency at the forefront of wellness? Request a demo today.**

[cordico.com/quote](http://cordico.com/quote)

[sales@cordico.com](mailto:sales@cordico.com)

844-220-4929



# NEW CUSTOMER ROADMAP

## Congratulations, You're a New Cordico Customer!

We are pleased to have your agency as a new customer. Following this document throughout the implementation process will ensure that you have a successful experience with Cordico.

Agencies get to track & chart their own success!

Below are some resources to help you get started. We will be reaching out to you throughout the implementation process to ensure you are successful.

### 1 Set Up Apple Developer Account

In order for us to provide your agency with our app, we will be requesting that you create an Apple Developer Account. If your agency does not already have one:

[Apple Developer Account](#)

### 2

### Icon, Loading Screen, & Home Screen Images

Below are examples and guidelines for setting up images for your app's loading screen and home screen.

[Image Guidelines](#)

[Image Guidelines](#)

### 3 Therapists

Ensuring that your agency has access to high-quality, culturally competent therapists should be a top priority. Below are some examples of how to find and select therapists if your agency does not already have one.

[Finding Therapists](#)

[Finding Therapists](#)

### 4

### Peer Support

Peer support is an important tool for helping our members. Below are some examples of how to find and select peer support resources for your agency.

[Implementing a Peer Support Program](#)

[Peer Support Guidelines](#)

### 5 Chaplains

Chaplaincy is an important role for many of our members. Below are some examples of how to find and select chaplains for your agency.

[Implementing a Chaplain Program](#)

[Chaplain Guidelines](#)

### 6

### EAP

The EAP includes a list of resources for members. Below are some examples of how to find and select EAP resources for your agency.

[EAP Guidelines](#)

### 7 Kick-Off Meeting

Our implementation team will reach out to schedule a kick-off meeting. In this meeting, we will review the implementation process and introduce our support team.

## Questions?

We're here to support you every step of the way!

[info@cordico.com](mailto:info@cordico.com)

844.767.3426

LEXIPOL

# 5 WAYS TO SUPPORT DEPARTMENT MEMBER FAMILIES

Physically and mentally healthy first responders benefit your organization and our communities. Wellness involves ongoing lifestyle choices that begin at home. How a family manages the stressors of daily life and their career will directly impact the health and wellness of your employees. Below are five ways to show your commitment to supporting not only your staff but also their loved ones.

## 1 PROVIDE A WARM WELCOME TO NEW HIRES AND THEIR FAMILIES BY INVITING THEM TO A HOSPITALITY RECEPTION SHORTLY AFTER THEY BEGIN

- Discuss common challenges faced working in public safety and how to overcome
- Provide information on resources your department provides (e.g., Employee Assistance Program, therapists your agency contracts with, login information for Lexipol's Cordico wellness app if your agency is a subscriber)
- Gather family member contact information for future communication

## 2 HOST FAMILY EVENTS AT LEAST ANNUALLY SUCH AS FAMILY NIGHT/DAY, A BBQ OR HOLIDAY PARTY

- Supply light refreshments and name tags
- Allow attendees to tour facilities and explore equipment
- Include equipment demonstrations
- Encourage connections between families through ice-breaker activities

## 3 DEVELOP PROTOCOL ON HOW TO SUPPORT FAMILIES FOLLOWING CRITICAL INCIDENTS THAT INVOLVE THEIR LOVED ONE

- Establish a process for notifying spouses or other emergency contacts
- Offer information on behaviors to watch for and how to monitor
- Determine who (e.g., chaplain, other department liaison) will provide follow-up support

## 4 ESTABLISH A BUDGET TO CELEBRATE AND SUPPORT SIGNIFICANT LIFE EVENTS

- Extend congratulations on events such as the birth of a baby or a new marriage
- Express concern when someone is sick with a serious illness, is in an accident or experiences the death of a loved one
- Send a card, flowers or gift/food basket to show support

## 5 IDENTIFY VETERAN SPOUSES TO FACILITATE REGULAR SUPPORT FOR FAMILIES

- Gather contact information and offer opportunities for spouses to get to know each other
- Deliver information on events or relevant updates from the department
- Provide welcome messages and support to new spouses and family members or those in need





# SOLUTIONS PROPOSAL



**PREPARED FOR:**

Corning Police Department  
Chief Jeremiah Fears  
jfears@corningpd.org  
5308247000

**PREPARED BY:**

Mary James  
mjames@lexipol.com  
(469) 676-8110

2611 Internet Blvd, Ste 100  
Frisco, Texas 75034  
(844) 312-9500  
www.lexipol.com

## Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

### **THE LEXIPOL ADVANTAGE**

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with Corning Police Department to address your unique challenges.

## Scope of Services

### **Cordico Law Enforcement Wellness Solution**

Law enforcement agencies are increasingly recognizing the need to provide personnel with mental and behavioral health resources. The Cordico law enforcement wellness solution enables agencies to provide customized, confidential, mobile wellness resources. Our law enforcement app includes a complete range of self-assessments as well as continuously updated videos and guides on more than 60 behavioral health topics - all designed specifically for first responders. Also included are online accredited wellness courses covering such topics as managing stress, post-traumatic stress disorder, family and work relationships, and fitness and nutrition.

- Connect your personnel to confidential assessments and counseling resources
- Strengthen your wellness culture and empower your peer support team
- Help officers cope with the effects of critical events and chronic exposure
- Improve officer decision-making, empathy and resiliency, which in turn enhances police/community relations
- Support department retirees and family members (included with agency subscription)

### **Peer & Chaplain Support**

Peer support teams and chaplains provide invaluable assistance to public safety personnel—but personnel don't always know who these members are or how to contact them. Cordico's wellness app allows for the integration of your agency's peer support and/or chaplains, making it easy for members to quickly connect when they need support.

- Include profiles of your peer support team and chaplains in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Enable confidential, one-on-one conversations without the need to go through an agency or city intranet
- Increase usage of peer support and chaplain services

### **CrisisAlert® One-Touch Dialing**

Cordico's CrisisAlert one-touch dialing feature allows personnel who need help to instantly dial all peer support or chaplains with one touch—anonymously. The peer support team member or chaplain who answers first is connected to the employee seeking assistance, and the other team members don't know who called. This creates an easier and more trusted way for personnel to access your peer support and chaplain resources. Your personnel don't have to determine who's on duty, who's available or how to reach them.

### **Therapist Finder**

Individuals in crisis or suffering from depression or anxiety don't need additional roadblocks to getting help. But often, that's exactly what happens when public safety personnel try to access counseling services. Cordico's Therapist Finder simplifies and streamlines the process, making it easy for your personnel to locate therapists near them that are approved through the agency's insurance plan.

- Include profiles of therapists in the app so personnel can see their photos, backgrounds, areas of specialty, etc.
- Connect personnel to therapists your agency has vetted as being experienced with treating public safety personnel
- Show therapist locations on an interactive map
- Enable personnel to instantly contact therapists for in-person visit or teletherapy via a confidential portal

### **Dr. Gilmartin Survival Videos**

Cordico is the only app featuring content from Dr. Kevin Gilmartin, the world-recognized behavioral scientist and educator. Dr. Gilmartin's seminar book, *Emotional Survival for Law Enforcement*, is considered the definitive guide on emotional and mental wellbeing for officers. The Cordico law enforcement app includes exclusive videos from Dr. Gilmartin on topics ranging from hypervigilance to how law enforcement changes people to the characteristics of emotional survivors.

### **Fitness, Nutrition, and Injury Prevention**

Recognizing that wellbeing is not just about mental and emotional health, Cordico's wellness apps include resources to support fitness, nutrition and injury prevention.

- Yoga videos offered through an exclusive partnership with Yoga For First Responders
- Nutrition guides



- Guided meditations
- Sleep sounds
- Ability to add agency-specific fitness videos, workout of the day, training videos, etc.

# Proposal

Prepared By: Mary James  
Phone: (469) 676-8110  
Email: mjames@lexipol.com

Quote #: Q-55135-1  
Date: 2/7/2023  
Valid Through: 3/1/2023

## Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

### Prorated period

| QTY                              | DESCRIPTION                                                                 | UNIT PRICE | DISC | DISC AMT         | EXTENDED          |
|----------------------------------|-----------------------------------------------------------------------------|------------|------|------------------|-------------------|
| 1                                | CordicoShield Law Enforcement Wellness App (Start: 3/1/2023 End: 6/30/2023) | USD 999.67 | 5%   | USD 49.98        | USD 949.69        |
|                                  | <b>Subscription Line Items Total</b>                                        |            |      | <b>USD 49.98</b> | <b>USD 949.69</b> |
|                                  |                                                                             |            |      | <b>USD 49.98</b> | <b>USD 949.69</b> |
| <b>Prorated period Discount:</b> |                                                                             |            |      |                  | USD 49.98         |
| <b>Prorated period TOTAL:</b>    |                                                                             |            |      |                  | USD 949.69        |

### Annual Subscription (Year 1)

| QTY                                           | DESCRIPTION                                                                 | UNIT PRICE   | DISC | DISC AMT          | EXTENDED            |
|-----------------------------------------------|-----------------------------------------------------------------------------|--------------|------|-------------------|---------------------|
| 1                                             | CordicoShield Law Enforcement Wellness App (Start: 7/1/2023 End: 6/30/2024) | USD 2,999.00 | 5%   | USD 149.95        | USD 2,849.05        |
|                                               | <b>Subscription Line Items Total</b>                                        |              |      | <b>USD 149.95</b> | <b>USD 2,849.05</b> |
|                                               |                                                                             |              |      | <b>USD 149.95</b> | <b>USD 2,849.05</b> |
| <b>Annual Subscription (Year 1) Discount:</b> |                                                                             |              |      |                   | USD 149.95          |
| <b>Annual Subscription (Year 1) TOTAL:</b>    |                                                                             |              |      |                   | USD 2,849.05        |

### Annual Subscription (Year 2)

| QTY | DESCRIPTION                                                                 | UNIT PRICE   | DISC | DISC AMT   | EXTENDED     |
|-----|-----------------------------------------------------------------------------|--------------|------|------------|--------------|
| 1   | CordicoShield Law Enforcement Wellness App (Start: 7/1/2024 End: 6/30/2025) | USD 2,999.00 | 5%   | USD 149.95 | USD 2,849.05 |

| QTY                                           | DESCRIPTION                          | UNIT PRICE | DISC | DISC AMT          | EXTENDED            |
|-----------------------------------------------|--------------------------------------|------------|------|-------------------|---------------------|
|                                               | <b>Subscription Line Items Total</b> |            |      | <b>USD 149.95</b> | <b>USD 2,849.05</b> |
|                                               |                                      |            |      | <b>USD 149.95</b> | <b>USD 2,849.05</b> |
| <b>Annual Subscription (Year 2) Discount:</b> |                                      |            |      |                   | USD 149.95          |
| <b>Annual Subscription (Year 2) TOTAL:</b>    |                                      |            |      |                   | USD 2,849.05        |

#### Annual Subscription (Year 3)

| QTY                                           | DESCRIPTION                                                                 | UNIT PRICE   | DISC | DISC AMT          | EXTENDED            |
|-----------------------------------------------|-----------------------------------------------------------------------------|--------------|------|-------------------|---------------------|
| 1                                             | CordicoShield Law Enforcement Wellness App (Start: 7/1/2025 End: 6/30/2026) | USD 2,999.00 | 5%   | USD 149.95        | USD 2,849.05        |
|                                               | <b>Subscription Line Items Total</b>                                        |              |      | <b>USD 149.95</b> | <b>USD 2,849.05</b> |
|                                               |                                                                             |              |      | <b>USD 149.95</b> | <b>USD 2,849.05</b> |
| <b>Annual Subscription (Year 3) Discount:</b> |                                                                             |              |      |                   | USD 149.95          |
| <b>Annual Subscription (Year 3) TOTAL:</b>    |                                                                             |              |      |                   | USD 2,849.05        |

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

**Discount Notes**  
Sourcewell Purchasing Contract

ITEM NO.: G-7

**APPROVE AMENDMENT NO. 2 TO  
AGREEMENT WITH THE COUNTY OF  
TEHAMA FOR COMPENSATION TO THE  
CITY FOR JANITORIAL SERVICES AT  
THE CITY TRANSPORTATION CENTER  
BUS WAITING AREA**

February 28, 2023

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

**SUMMARY:**

The purpose of the proposed amendment (Amendment No. 2) to the original Agreement between the City and the County of Tehama for costs associated with the Janitorial Services at the City's Transportation Center is to:

- Correct the Agreement expiration date; and
- Correct the maximum compensation payable under this Agreement from a not to exceed amount of \$30,000 to \$48,000.

**BACKGROUND:**

City Staff has received a request from the County of Tehama for an Amendment No. 2 to the Agreement between the City and Tehama County for partial reimbursement for janitorial services for the bus waiting area in the City's Transportation Center. The following are being proposed under Agreement Amendment No. 2:

- **Under Section 5 - TERM OF AGREEMENT**, it will state: The term of the Agreement(s) shall expire June 30, 2025. All other terms and conditions of the original Agreement dated July 5, 2017 shall remain in full force and effect. **(Currently it states: This Agreement shall commence on the date of signing and shall terminate June 30, 2022 (5 fiscal years), unless terminated in accordance with section 6 below.)**
- **Under Section 3 – COMPENSATION**, it will state: CITY shall be paid an all-inclusive flat fee of \$500/month not to exceed \$6,000 each year from July 1 to June 30, for a period of three (3) additional years. The maximum compensation payable under this Agreement shall not exceed \$48,000. **(Currently it states: CITY shall be paid an all-inclusive flat fee of \$500/month not to exceed the amount of \$6,000 each year from July 1 to June 30, for a period of five (5) years. The maximum compensation payable under this Agreement shall not exceed \$30,000.)**

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

- 1) **APPROVE AGREEMENT WITH THE COUNTY OF TEHAMA TO COMPENSATE THE CITY OF CORNING IN THE AMOUNT OF \$6,000 ANNUALLY FOR JANITORIAL SERVICES AT THE CITY'S TRANSPORTATION CENTER; AND**
- 2) **AUTHORIZE CITY MANAGER TO SIGN THE AGREEMENT.**

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN  
THE CITY OF CORNING AND THE COUNTY OF TEHAMA**

---

The Agreement dated July 5, 2017, by and between the City of Corning ("City") and the County of Tehama ("County") for the purpose of janitorial services at the Corning Intermodal Transportation Center, including provisions of a safe, lighted, and air-conditioned public waiting room and clean restroom, for patrons of the regional transit system.

**1. Section 5 – TERM OF AGREEMENT**

The terms of this Agreement(s) shall expire June 30, 2025. All other terms and conditions of the original Agreement dated July 5, 2017 shall remain in full force and effect.

**2. Section 3 - COMPENSATION**

CITY shall be paid an all-inclusive flat fee of \$500.00 per month not to exceed the amount of \$6,000 each year from July 1 to June 30, for a period of three (3) additional years. The maximum compensation payable under this Agreement shall not exceed \$48,000. City shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. City shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and City agrees that County has no obligation, whatsoever, to compensate or reimburse City for any expenses, direct or indirect costs, expenditures, or charges of any nature by City that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

In summary:

**Original Agreement:**

Not to exceed amount of \$18,000.00.

Dated: July 5, 2017

**Amendment No. 1:**

Extended term to June 20, 2027

Dated: June 29, 2022

**Amendment No. 2:**

Correction to term to June 20, 2025

Dated: December 5, 2022

New not to exceed amount of \$48,000.00.

All other terms and conditions of the original Agreement dated July 5, 2017, and shall remain in full force and effect.

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

**COUNTY OF TEHAMA**

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

\_\_\_\_\_  
**Purchasing Agent**

**CITY OF CORNING**

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

\_\_\_\_\_  
**Kristina Miller, City Manager**

**AGREEMENT BETWEEN THE CITY OF CORNING  
AND THE COUNTY OF TEHAMA**

This agreement is entered into, pursuant to Government Code sections 6500 et seq., between the County of Tehama (County) and the City of Corning (City) for the purpose of janitorial services at the Corning Intermodal Transportation Center, including provisions of a safe lighted and air conditioned public waiting room and clean restrooms for patrons of the regional transit system.

**1. RESPONSIBILITIES OF THE CITY**

During the term of this agreement, City shall provide janitorial services for the public restrooms and waiting area facilities located in the "Corning Intermodal Transportation Center". The janitorial services will include cleaning of rest rooms and the waiting area only. The city assumes responsibility for the cost of water, sewer and solid waste disposal for the facility and the maintenance and operation of the remainder of the Center

**2. RESPONSIBILITIES OF COUNTY**

During the term of this agreement, County shall compensate City as set forth in Section 3 and 4 of this agreement

**3. COMPENSATION**

CITY shall be paid an all-inclusive flat fee of \$500.00 per month not to exceed the amount of \$6,000 each year from July 1, to June 30, for a period of five (5) years. The maximum compensation payable under this agreement shall not exceed \$30,000. City shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. City shall not be paid any compensation or reimbursement beyond the flat fee amount set forth above, and City agrees that County has no obligation, whatsoever, to compensate or reimburse City for any expenses, direct or indirect costs, expenditures, or charges of any nature by City that exceed the flat fee amount set forth above. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

**4. BILLING AND PAYMENT**

CITY shall submit monthly itemized invoices to County for the prorated portion of the flat fee earned during the preceding month based on a percentage of services completed to the reasonable satisfaction of County up to the date of billing. County shall make payment of all undisputed amounts within 30-days of receipt of City's invoice.

**5. TERM OF AGREEMENT**

This agreement shall commence on the date of signing and shall terminate June 30, 2022 (5 fiscal years), unless terminated in accordance with section 6 below.



6. **TERMINATION OF AGREEMENT**

If City fails to perform its duties to the satisfaction of County, or if City fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if City violates any of the terms of provisions of this agreement, then the County shall have the right to terminate its agreement effective immediately upon the County giving written notice thereof to the City. Either party may terminate this agreement on 30 days written notice. County shall pay City for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year. Either party may terminate this agreement for convenience on 30-days written notice.

The County's right to terminate this agreement may be exercised by Gary Antone, Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. City shall be entitled to no other benefits other than those specified herein. No changes amendments or alterations shall be effective unless in writing and signed by both parties. City specifically acknowledges that in entering into and executing this agreement, City relies solely upon the provisions contained in this agreement and no others.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of City, City may not assign, transfer, delegate or sublet any interest herein without the prior written consent of County.

9. **PREVAILING WAGE**

City certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, City agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. City shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the City or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, City specifically acknowledges that County has not affirmatively represented to City in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract

was not a "public work." To the fullest extent permitted by law, City hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

City acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Codes section 1771.1(a)).

City acknowledges that no contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, City acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

10. EMPLOYMENT STATUS

City shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which City performs the services which are the subject matter of this agreement. The sole interest of County is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. City shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if City were a County employee. County shall not be liable for deductions for any amount for any purpose from City's compensation. City shall not be eligible for coverage under County's Workers' Compensation Insurance Plan nor shall City be eligible for any other County benefit.

11. INDEMNIFICATION

City shall hold harmless, defend, and indemnify Tehama County, its elected and appointed officials, officers, and employees (collectively the "County affiliates"), against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any persons or persons' bodily injury, including death, or property being damaged by City or by any person employed by City in any capacity during the progress of the work, whether by negligence or otherwise. Without limiting the generality of the foregoing, City shall hold harmless, defend, and indemnify the County affiliates against any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees arising from or relating to or founded upon (1) any claim of premises liability of any nature; (2) any claim that the Transportation Center does not comply with any federal, state, or local statute, regulation, rule, ordinance, guideline, or enactment of any nature pertaining to accessibility of public accommodations or public services (including, but not limited to, the Americans

with Disabilities Act and California Civil Code sections 51 et seq.); or (3) any claim that the Transportation Center or the operation or maintenance thereof, does not comply with any other any federal, state, or local statute, regulation, rule, ordinance, guideline, or enactment of any nature.. City shall also indemnify the County affiliates against any adverse determination made by the Internal Revenue Service, the State Franchise Tax Board, or any other governmental authority against the County affiliates with respect to City's "independent contractor" status that would establish a liability for failure to make social security withholding, income tax withholding, or any other wage withholding of any nature.

**12. INSURANCE**

City shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements" attached hereto and incorporated by reference.

**13. NON DISCRIMINATION**

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

**14. NOTICES**

Any notice required to be given pursuant to the terms and provisions of this contract shall be in writing and shall be sent first class mail to the following addresses:

If to County:

**TEHAMA COUNTY PUBLIC WORKS**

Gary Antone, Director of Public Works  
9380 San Benito Ave.  
Gerber, California 96035  
530-385-1462

If to City:

**CITY OF CORNING**

Kristina Miller, City Manager  
794 Third St.  
Corning, California 96021  
530-824-7033

Notice shall be deemed to be effective two days after mailing

**15. COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by City pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or

ability to perform activities within the Scope of Work must be reported to the County immediately.

**16. 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.

**17. 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.

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

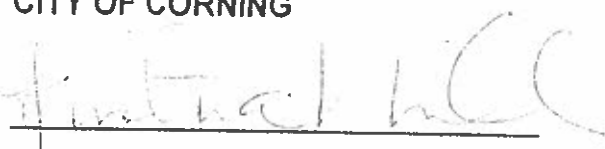
**TEHAMA COUNTY PUBLIC WORKS**

Date: 7-5-17

  
\_\_\_\_\_  
Gary Antone, Director of Public Works

**CITY OF CORNING**

Date: 6/27/17

  
\_\_\_\_\_  
Kristina Miller, City Manager

Tax Identification Number 94-6000317

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN  
THE CITY OF CORNING AND THE COUNTY OF TEHAMA**

---

The Agreement dated July 5, 2017, by and between the City of Corning("City") and The County of Tehama. ("County") for the purpose of janitorial services at the corning Intermodal Transportation Center, including provisions of a safe, lighted, and air conditioned, public waiting room and clean restroom, for patrons of the regional transit system.

**1. Section 5 – TERM OF AGREEMENT**

The terms of this agreement(s) shall be extended to June 30, 2027. All other terms and conditions of the original Agreement dated July 5, 2017, and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the City and County have executed this agreement on the day and year set forth below by signature of the Director of Public Works.

**TEHAMA COUNTY PUBLIC WORKS**

Date: 6-29-22

  
James N. Simon, Director

Date: 7/10/2022

**CITY OF CORNING**  
  
Kristina Miller, City Manager

ITEM NO.: J-8  
AWARD BID FOR THE JENNINGS  
HEIGHTS SUBDIVISION ROAD  
MAINTENANCE AND REHABILITATION  
PROJECT TO PAVEMENT COATINGS,  
INC. IN THE AMOUNT OF \$431,680.00  
AND AUTHORIZE STAFF TO EXECUTE  
CONTRACT

February 28, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

**SUMMARY:**

On Monday, February 13, 2023, the City received and opened four (4) Formal Bids for the Solano Street Improvement Project.

| Company                   | Bid Amount   |
|---------------------------|--------------|
| Pavement Coating Co.      | \$431,680.00 |
| Northwest Paving, Inc.    | \$432,945.00 |
| VSS International         | \$529,660.00 |
| American Pavement Systems | \$531,428.90 |

The project consists of placing a combination of chip seal and fiberized microsurfacing on McLane Avenue, Divisadero Avenue, Fripp Avenue, El Verano Avenue and El Paso Avenue withing the Jennings Heights Subdivision area.

Staff is seeking authorization to award the project to Pavement Coatings Co. who has been determined to be the lowest responsible bidder.

**FUNDING:**

The following funds were allocated in the approved FY22/23 budget for the roadway maintenance projects:

|               |           |
|---------------|-----------|
| 002-9296-3001 | \$195,000 |
| 106-9296-3001 | \$95,000  |
| 108-9296-3001 | \$45,000  |
| 114-9296-3001 | \$95,000  |
| 002-9298-3001 | \$1,680   |

**RECOMMENDATION:**

THAT MAYOR AND COUNCIL AWARD THE BID FOR THE JENNINGS HEIGHTS SUBDIVISION ROAD MAINTENANCE AND REHABILITATION PROJECT TO PAVEMENT COATINGS, INC. IN THE AMOUNT OF \$431,680.00 AND AUTHORIZE STAFF TO EXECUTE CONTRACT.



|              | Contractor:                                                  |  |                    | Pavement Coating Co. |                      | American Pavement Systems, Inc. |                                 | Northwest Paving, Inc. |                        | VSS International, Inc. |                         |              |
|--------------|--------------------------------------------------------------|--|--------------------|----------------------|----------------------|---------------------------------|---------------------------------|------------------------|------------------------|-------------------------|-------------------------|--------------|
|              | Item                                                         |  | Estimated Quantity | Unit of Measure      | Pavement Coating Co. |                                 | American Pavement Systems, Inc. |                        | Northwest Paving, Inc. |                         | VSS International, Inc. |              |
| Bid Item No. | Description                                                  |  |                    |                      | Unit Price           | Bid Value                       | Unit Price                      | Bid Value              | Unit Price             | Bid Value               | Unit Price              | Bid Value    |
| 1            | Mobilization                                                 |  | 1                  | LS                   | \$34,000.00          | \$34,000.00                     | \$79,000.00                     | \$79,000.00            | \$18,352.00            | \$18,352.00             | \$34,091.90             | \$34,091.90  |
| 2            | NOT INCLUDED IN BID                                          |  | 0                  | N/A                  | \$0.00               | \$0.00                          | \$0.00                          | \$0.00                 | \$0.00                 | \$0.00                  | \$0.00                  | \$0.00       |
| 3            | Temporary Traffic Control                                    |  | 1                  | LS                   | \$12,500.00          | \$12,500.00                     | \$65,240.00                     | \$65,240.00            | \$28,000.00            | \$28,000.00             | \$101,600.00            | \$101,600.00 |
| 4            | Water Pollution Control Program                              |  | 1                  | LS                   | \$1,200.00           | \$1,200.00                      | \$7,500.00                      | \$7,500.00             | \$1,500.00             | \$1,500.00              | \$3,500.00              | \$3,500.00   |
| 5            | Clearing, Grubbing, & Demolition                             |  | 1                  | LS                   | \$4,000.00           | \$4,000.00                      | \$23,900.00                     | \$23,900.00            | \$15,000.00            | \$15,000.00             | \$16,772.00             | \$16,772.00  |
| 6            | Rubberized Chip Seal w/Double Layer Fiberized Microsurfacing |  | 11,804             | SY                   | \$13.00              | \$153,452.00                    | \$12.72                         | \$150,146.88           | \$17.00                | \$200,668.00            | \$18.75                 | \$221,325.00 |
| 7            | Double Layer Fiberized Microsurfacing                        |  | 12,316             | SY                   | \$5.00               | \$61,580.00                     | \$7.72                          | \$95,079.52            | \$7.25                 | \$89,291.00             | \$6.65                  | \$81,901.40  |
| 8            | Asphalt Concrete                                             |  | 75                 | TONS                 | \$800.00             | \$60,000.00                     | \$406.00                        | \$30,450.00            | \$300.00               | \$22,500.00             | \$351.00                | \$26,325.00  |
| 9            | Aggregate Base                                               |  | 72                 | CY                   | \$100.00             | \$7,200.00                      | \$343.00                        | \$24,696.00            | \$60.00                | \$4,320.00              | \$162.00                | \$11,664.00  |
| 10           | Curb and Gutter                                              |  | 200                | LF                   | \$256.79             | \$51,358.00                     | \$127.00                        | \$25,400.00            | \$140.00               | \$28,000.00             | \$70.20                 | \$14,040.00  |
| 11           | Valley Gutter                                                |  | 110                | LF                   | \$400.00             | \$44,000.00                     | \$234.00                        | \$25,740.00            | \$210.00               | \$23,100.00             | \$147.27                | \$16,199.70  |
| 12           | Thermoplastic Striping *STOP* Marking (Caltrans Std. A24D)   |  | 4                  | EA                   | \$305.00             | \$1,220.00                      | \$567.00                        | \$2,268.00             | \$300.00               | \$1,200.00              | \$297.00                | \$1,188.00   |
| 13           | Thermoplastic Striping Limit Line (Caltrans Std. A24G)       |  | 78                 | LF                   | \$15.00              | \$1,170.00                      | \$25.75                         | \$2,008.50             | \$13.00                | \$1,014.00              | \$13.50                 | \$1,053.00   |
|              | PROJECT TOTAL:                                               |  |                    |                      |                      | \$431,680.00                    |                                 | \$531,428.90           |                        | \$432,945.00            |                         | \$529,660.00 |

ITEM NO.: J-9  
REVIEW AND ADOPT THE  
PROPOSED CITY OF CORNING  
ELECTRONIC LED MESSAGE  
BOARD POLICY

February 28, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA, CITY MANAGER   
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER 

**BACKGROUND:**

Attached for City Council review and approval is the proposed LED Message Board Policy for the new electronic LED Message Board located at the City's Transportation Center. This Board is intended to display public notices and to inform citizens of upcoming community events. Staff is proposing that the Message Board be used to promote "Qualifying Community Events" on a first come, first serve basis with priority to City events and notices. Messages must be received two weeks in advance and will be posted for a maximum of fourteen (14) days. Staff has defined "Qualifying Community Events" as:

- Any educational, cultural, or recreational event taking place in the City of Corning that is sponsored by a local school or local nonprofit organization.

Under this Policy, Staff has suggested that the following uses of the Message Board be prohibited:

- Solicitation of funds or promoting the sale of products;
- Unauthorized use of copyrighted information or telemarketing;
- Messages that are illegal, sexually explicit, offensive, or in violation of the City's equal opportunity or anti-discrimination/harassment policies;
- Advertising or promoting businesses, group fundraisers, or events that do not serve a cultural, social, or educational purpose, or promote the general health and welfare of the community;
- Commercial postings;
- Political notices/petitions except for those required by law; and
- Personal notices.

At this time staff are proposing this service be provided free of charge. Staff will propose a fee at a later date should the number of requests consume a significant amount of staff time or maintenance of the message board become significant.

**RECOMMENDATION:**

MAYOR AND COUNCIL HAVING REVIEWED THE PROPOSED CITY OF CORNING LED MESSAGE BOARD POLICY, APPROVE THE POLICY AND AUTHORIZE POSTING OF THE POLICY AND PROCEDURE FOR USE ON THE CITY'S WEBSITE.





## **CITY OF CORNING LED MESSAGE BOARD POLICY**

The City of Corning's Community Access Message Board is intended to display public notices and to inform citizens of upcoming community events. As space allows, the City will use the Message Board to promote "Qualifying Community Events" on a first come, first serve basis. However, priority will be given to City events and notices. **A qualifying community event is defined as:**

- Any educational, cultural, or recreational event taking place in the City of Corning that is sponsored by a local school or local nonprofit organization.

Contact City Hall at 530/824-7029 for more information on how to request approval for placement of message on the Message Board.

### **Procedure:**

- Each message will be viewed by the City of Corning for conformance with eligibility and content guidelines.
- Priority is given first to City events and information.
- Messages must be submitted by email in text format only.
- Messages must be submitted at least two (2) weeks prior to the scheduled event.
- All messages are subject to editing and condensation.
- Messages may not be posted for more than fourteen (14) consecutive days.

### **Prohibited:**

- Solicitation of funds or promoting the sale of products.
- Unauthorized use of copyrighted information or trademarking.
- Messages that are illegal, sexually explicit, offensive, or in violation of the City's equal opportunity or anti-discrimination/harassment policies.
- Advertising or promoting businesses, group fundraisers, or events that do not serve a cultural, social, or educational purpose, or promote the general health and welfare of the community.
- Commercial postings.
- Political notices/petitions except for those required by law.
- Personal notices.

### **Disclaimer:**

The Community Access Message Board is provided as a free public service. Therefore, while the City shall endeavor to ensure messages are transmitted accurately and in a timely manner, the City assumes no liability in connection with non-City message board material and makes no warranties or representations that any message will in fact be transmitted accurately or at any particular time. The responsibility for the factual accuracy of the information as submitted rests with the originator of the information.

ITEM NO: J-10

**SEEK DIRECTION FROM CITY COUNCIL ON  
DEPARTMENT OF ALCOHOLIC AND  
BEVERAGE CONTROL, PUBLIC  
CONVENIENCE OR NECESSITY**

February 28, 2023

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: CHRISSY MEEDS, PLANNER II  
KRISTINA MILLER, CITY MANAGER**



**SUMMARY:**

Staff received a letter from the Alcoholic and Beverage Control (ABC), requesting that the local governing body complete the applicable section of the attached form. This completed form will allow ABC to assist their customers with the Public Convenience or Necessity (PCN) process. There are three (3) choices:

- 1.) The City Council of the City of Corning will make the determination of PCN.
- 2.) The City Council of the City of Corning has designated the City Manager or designee to make the determination of PCN.
- 3.) The City Council of the City of Corning has declined to make the determination of PCN and will revert the determination back to the ABC.

Most of the requests are for restaurants to serve alcohol or beer and wine, which is common in the restaurant industry. There are currently no bars operating within the City limits. To expedite processes and reduce administrative burden, staff recommend option 2. Should the City receive an inordinate number of requests, staff will bring the item back to the City Council for consideration.

**BACKGROUND:**

Section 23958 of the California Business and Professions Code (BPC) the ABC shall deny an application for a license, if issuance would result in or add to an undue concentration of licenses. Section 23958.4 further states, with respect to certain licenses, the department may issue said licenses if the local governing body, or its designated subordinate officer determines that issuance of the license would serve a public convenience or necessity (PCN).

**RECOMMENDATION:**

**MAYOR AND COUNCIL:**

**APPROVE OPTION #2, CITY COUNCIL OF THE CITY OF CORNING TO DIRECT THE CITY MANAGER OR DESIGNEE OF THE CITY OF CORNING TO MAKE THE DETERMINATION OF PCN ON FUTRURE ABC LICENSES.**

**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**

3927 Lennane Drive, Suite 100  
Sacramento, CA 95834  
(916) 419-2500



February 9, 2023

Corning City Council  
794 Third St  
Corning, CA 96021

RE: Public Convenience or Necessity  
23958.4 CA Business & Professions Code  
Designation of Subordinate Officer or Body

To Whom It May Concern:

Pursuant to Section 23958 of the California Business and Professions Code (BPC), the Department of Alcoholic Beverage Control (ABC) shall deny an application for a license if issuance would result in or add to an undue concentration of licenses. Section 23958.4 BPC defines what constitutes an "undue concentration" of ABC licenses.

Section 23958.4 further states, with respect to certain license types, e.g., off-sale (types 20,21), public premises (types 42,48), and certain club-type licenses (types 50,51,57), the Department may issue said licenses if the local governing body, or its designated subordinate officer or body, determines that issuance of the license would serve a public convenience or necessity (PCN).

In accordance with the above, the Department of Alcoholic Beverage Control (ABC) is requesting that the local governing body for each jurisdiction complete the applicable section below. With this information the Department will be able to assist our customers with the Public Convenience or Necessity (PCN) process, including but not limited to, which entity to contact for a PCN determination. Please complete one of the below sections and return to the Department of Alcoholic Beverage Control (ABC) so our records may be updated with current information.

- ☐ The City Council or Board of Supervisors of the City/County of \_\_\_\_\_ will make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.
  - ☐ The City Council or Board of Supervisors of the City/County of \_\_\_\_\_ has designated the following subordinate officer or body to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license.
-

- ☐ The City/County of \_\_\_\_\_ has declined to make determinations of Public Convenience or Necessity (PCN) for persons/premises applying for an ABC license. Under this circumstance, determinations for Public Convenience or Necessity (PCN) will revert to the Department of Alcoholic Beverage Control (ABC).

Pursuant to Section 23958.4 BPC, if the local governing body, or its designated subordinate officer or body, does not make a determination of Public Convenience or Necessity (PCN) within a period of 90 days, then the authority to make the determination will revert to the Department of Alcoholic Beverage Control (ABC).

Please contact us if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alison Newkirk", is written over the printed name.

ALISON NEWKIRK  
Licensing Manager

Enclosure: 23958 & 23958.4 B.P.

## **Business & Profession Code § 23958**

Upon receipt of an application for a license or for a transfer of a license and the applicable fee, the department shall make a thorough investigation to determine whether the applicant and the premises for which a license is applied qualify for a license and whether the provisions of this division have been complied with, and shall investigate all matters connected therewith which may affect the public welfare and morals. The department shall deny an application for a license or for a transfer of a license if either the applicant or the premises for which a license is applied do not qualify for a license under this division.

The department further shall deny an application for a license if issuance of that license would tend to create a law enforcement problem, or if issuance would result in or add to an undue concentration of licenses, except as provided in Section 23958.4.

### **Business & Profession Code § 23958.4**

(a) For purposes of Section 23958, "undue concentration" means the case in which the applicant premises for an original or premises-to-premises transfer of any retail license are located in an area where any of the following conditions exist:

(1) The applicant premises are located in a crime reporting district that has a 20 percent greater number of reported crimes, as defined in subdivision (c), than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency.

(2) As to on-sale retail license applications, the ratio of on-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of on-sale retail licenses to population in the county in which the applicant premises are located.

(3) As to off-sale retail license applications, the ratio of off-sale retail licenses to population in the census tract or census division in which the applicant premises are located exceeds the ratio of off-sale retail licenses to population in the county in which the applicant premises are located.

(b) Notwithstanding Section 23958, the department may issue a license as follows:

(1) With respect to a nonretail license, a retail on-sale bona fide eating place license, a retail license issued for a hotel, motel, or other lodging establishment, as defined in subdivision (b) of Section 25503.16, a retail license issued in conjunction with a beer manufacturer's license, or a winegrower's license, if the applicant shows that public convenience or necessity would be served by the issuance.

(2) With respect to any other license, if the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance. The 90-day period shall commence upon receipt by the local governing body of (A) notification by the department of an application for licensure, or (B) a completed application according to local requirements, if any, whichever is later.

If the local governing body, or its designated subordinate officer or body, does not make a determination within the 90-day period, then the department may issue a license if the applicant shows the department that public convenience or necessity would be served by the issuance. In making its determination, the department shall not attribute any weight to the failure of the local governing body, or its designated

subordinate officer or body, to make a determination regarding public convenience or necessity within the 90-day period.

(c) For purposes of this section, the following definitions shall apply:

(1) "Reporting districts" means geographical areas within the boundaries of a single governmental entity (city or the unincorporated area of a county) that are identified by the local law enforcement agency in the compilation and maintenance of statistical information on reported crimes and arrests.

(2) "Reported crimes" means the most recent yearly compilation by the local law enforcement agency of reported offenses of criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, theft, and motor vehicle theft, combined with all arrests for other crimes, both felonies and misdemeanors, except traffic citations.

(3) "Population within the census tract or census division" means the population as determined by the most recent United States decennial or special census. The population determination shall not operate to prevent an applicant from establishing that an increase of resident population has occurred within the census tract or census division.

(4) "Population in the county" shall be determined by the annual population estimate for California counties published by the Population Research Unit of the Department of Finance.

(5) "Retail licenses" shall include the following:

(A) Off-sale retail licenses: Type 20 (off-sale beer and wine) and Type 21 (off-sale general).

(B) On-sale retail licenses: All retail on-sale licenses, except Type 43 (on-sale beer and wine for train), Type 44 (on-sale beer and wine for fishing party boat), Type 45 (on-sale beer and wine for boat), Type 46 (on-sale beer and wine for airplane), Type 53 (on-sale general for train and sleeping car), Type 54 (on-sale general for boat), Type 55 (on-sale general for airplane), Type 56 (on-sale general for vessels of more than 1,000 tons burden), and Type 62 (on-sale general bona fide public eating place intermittent dockside license for vessels of more than 15,000 tons displacement).

(6) A "premises-to-premises transfer" refers to each license being separate and distinct, and transferable upon approval of the department.

(d) For purposes of this section, the number of retail licenses in the county shall be established by the department on an annual basis.

(e) The enactment of this section shall not affect any existing rights of any holder of a retail license issued before April 29, 1992, whose premises were destroyed or rendered unusable as a result of the civil disturbances occurring in Los Angeles from April 29 to May 2, 1992, to reopen and operate those licensed premises.

(f) This section shall not apply if the premises have been licensed and operated with the same type license within 90 days of the application.



ITEM NO.: J- 11  
APPROVE AGREEMENT WITH T-MOBILE  
WEST, LLC FOR GROUND LEASE  
SPACE AT THE CLARK PARK  
TELECOMMUNICATIONS TOWER SITE

February 28, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: KRISTINA MILLER, CITY MANAGER  
COLLIN BOGENER, CITY ATTORNEY

**BACKGROUND:**

City Staff has negotiated an Agreement with T-Mobile West, LLC to lease premises at 103 Fig Lane (Clark Park) for its equipment, personal property and improvements associated with Tenants wireless communications business. If approved, this Agreement will allow T-Mobile to place six (6) antennas on the existing telecommunications tower located at this site and construct a structure of approximately 400 square feet to house their generator, electronics and other equipment. The proposed Agreement terms allow premises to be used for the construction, installation, operation, maintenance, repair, additions, modification expansion, enhancement, upgrading, removal, relation, or replacement of any and all Antenna Facilities with City Council approval.

A summary of the Agreement is provided below:

- Rent of \$2,000 per month and with each successive renewal term increase by five (5%) percent each year. Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question.
- Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the Commencement Date), and ending on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Commencement Date (Initial Term). The Initial Term shall automatically renew for three (3) successive renewal terms of five (5) years provided that Tenant may elect not to renew by providing notice in writing prior to the expiration of the then current term.
- Tenant shall maintain Commercial General Liability Insurance in amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- The City may condition its approval of additional equipment on an increase in rent provided that any requested increase shall be reasonable and consistent with industry standards for similar installations in the same geographic area.

**FINANCIAL:**

The proposed Agreement would provide the City \$24,000 annually, and with each successive renewal term increase by five (5%) percent each year. Additional equipment is subject to negotiation and shall be reasonable and consistent with industry standards for similar installations in the same geographic area.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

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

## SITE LEASE AGREEMENT

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

Landlord and Tenant agree to the following:

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

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

**3. Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation, or replacement of any and all Antenna Facilities (the "**Permitted Uses**") with City Council approval. The City may negotiate additional compensation for any additional equipment installed on the Premises. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property,

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

#### **4. Lease Term.**

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

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

#### **5. Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of two thousand dollars (\$2,000) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) The Rent for each successive Renewal Term shall be increased by five (5%) percent each year.

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

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

**7. Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove or replace existing utility related equipment and/or construct and install new utility related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "**Utility Facilities**") with approval by the City. The City may negotiate additional compensation for any additional equipment installed on the Premises at the

time of approval. The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "**Utility Fees**") shall be payable, by the following method:

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

**8. Access and Easements.**

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

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

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

**9. Termination.** Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice, Tenant or Landlord may terminate this Lease for any or no reason.

**10. Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to casualty, condemnation, or damages, Tenant

shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

**11. Default and Right to Cure.**

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

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

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

**13. Insurance and Subrogation and Indemnification.**

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

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

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

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

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

INTENTIONALLY LEFT BLNK

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

**If to Tenant, to:**

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

**If to Landlord, to:**

The City of Corning  
794 3<sup>rd</sup> Street  
Corning, CA 96021  
Email address: \_\_\_\_\_

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

The City of Corning  
794 3<sup>rd</sup> Street  
Corning, CA 96021

**15. Quiet Enjoyment, Title, and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws,



ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

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

**17. Assignment.**

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

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

**18. Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance, or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities, unless the work is in response to an emergency. In the case of an emergency, Landlord will provide reasonable notice to Tenant before performing the work. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work and impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary

communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iv) (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section.

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

**20. Miscellaneous.**

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

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

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

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

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

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

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

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

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

**INTENTIONALLY LEFT BLANK**

**LANDLORD: The City of Corning**

**TENANT: T-Mobile West, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
City Attorney Approval

\_\_\_\_\_  
T-Mobile Legal Approval

**EXHIBIT A**  
**Legal Description**

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

**The Property is legally described as follows:**

Property located in Tehama County, California

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

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

Tax Parcel No. 073-260-030

## **EXHIBIT B**

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

**(Plan Set dated May 24, 2022 created by Peek Site-Com)**

**EXHIBIT C**  
**Memorandum of Lease**

After Recording, Mail To:  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Lease Compliance  
Site Number: SC60573A

APN: 073-260-030  
Loan No.

---

**MEMORANDUM OF LEASE**

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

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

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

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



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

**LANDLORD: The City of Corning**

**TENANT: T-Mobile West, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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

**[Notary block for Landlord]** [Substitute State-Specific Acknowledgement Form if Content Differs]

**[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, [title]  
\_\_\_\_\_ of \_\_\_\_\_ a  
\_\_\_\_\_ [type of entity], on behalf of said  
\_\_\_\_\_ [name of entity].

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

**[Landlord Notary block for an Individual]**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, an individual.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

**[Notary block for Tenant]**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of **<Market Entity Name>**, a Delaware <T-Mobile Type of Entity>, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

**Dated:** \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

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

**The Property is legally described as follows:**

Property located in Tehama County, California

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

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

Tax Parcel No. 073-260-030

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO PEK SILE-CUM IS STRICTLY PROHIBITED.

T-MOBILE WEST LLC  
NSD

**T-Mobile.**  
T-MOBILE WEST LLC  
1910 Overland Park Drive, Suite 100 • Overland Park, KS 66210

PROJECT INFORMATION:

EAST CORNING  
103 L INE LANE  
CORNING, CA 96021

| BY: _____ |         | DESCRIPTION: _____ |  | DATE: _____ |  |
|-----------|---------|--------------------|--|-------------|--|
| 1         | 5-19-22 | 90% ZPS            |  | WT          |  |
| 2         | 5-24-23 | 100% ZPS           |  | WT          |  |
| 3         | 6-14-22 | 100% ZPS           |  | AMP         |  |
| 4         | 6-22-22 | 90% ZPS            |  | WT          |  |

CORNING, CA

R.F. FLETCHER  
 1-MOBILE WEST LLC  
 1755 CRENSHAW DRIVE, SUITE 190  
 SACRAMENTO, CALIFORNIA 95833

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PREVENT WORK NOT CONFORMING TO THESE CODES.

- 1. 2010 CALIFORNIA BUILDING CODE
- 2. 2010 CALIFORNIA FIRE CODE
- 3. 2010 CALIFORNIA ELECTRICAL CODE
- 4. 2010 CALIFORNIA MECHANICAL CODE
- 5. 2010 CALIFORNIA PLUMBING CODE
- 6. 2010 CALIFORNIA SAFETY CODE

ACCESSIBILITY REQUIREMENTS. MENA HABITATION HANDBOOKS THIS FACILITY IS UNMANNED AND NOT FOR ACCESS. ACCESS REQUIREMENTS ARE NOT REQUIRED IN ACCORDANCE WITH THE 2016 AMERICAN WITH THE CHAPTER 118 EXEMPTION SECTION 118-203.5.

T-MOBILE PROPOSES TO CONSTRUCT A WIRELESS COMMUNICATION SITE INSIDE A NEW ONY EQUIP ENCLOSURE. T-MOBILE'S INSTALLATION WILL

- (1) NEW RADIO CABINET
  - (2) NEW BATTERY CABINET
  - (3) NEW ZOOM METER & WAX BREAKER SET UNDER NEW BUSS CUTTER
  - (4) NEW ANTENNAS ON NEW ANTENNA MOUNTS
  - (5) NEW HYDRO CABLES
  - (6) NEW BRUS AT ANTENNAS
- NEW 10'x14'-8" CHU EQUIP. ENCLOSURE  
NEW 10'x14'-8" CHU EQUIP. ENCLOSURE TO BE PAINTED TO MATCH (C)  
PUBLIC WORKS BUILDING  
NEW STAND-BY GENERATOR  
NEW CHURN LUM FENCE  
NEW 400A LANDING SECTION AND BUSS CUTTER  
NEW 400A VACUUM TUBE TO BE RELOCATED UNDER NEW BUSS CUTTER

## PROJECT SUMMARY

| ITEM NO. | DESCRIPTION                 | QUANTITY | UNIT | PRICE | TOTAL |
|----------|-----------------------------|----------|------|-------|-------|
| 1        | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 2        | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 3        | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 4        | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 5        | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 6        | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 7        | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 8        | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 9        | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 10       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 11       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 12       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 13       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 14       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 15       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 16       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 17       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 18       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 19       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 20       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 21       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 22       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 23       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 24       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 25       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 26       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 27       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 28       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 29       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 30       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 31       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 32       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 33       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 34       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 35       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 36       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 37       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 38       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 39       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 40       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 41       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 42       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 43       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 44       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 45       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 46       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 47       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 48       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 49       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 50       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 51       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 52       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 53       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 54       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 55       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 56       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 57       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 58       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 59       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 60       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 61       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 62       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 63       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 64       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 65       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 66       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 67       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 68       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 69       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 70       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 71       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 72       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 73       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 74       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 75       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 76       | GROUND RING (BUNDLED)       | 1        |      |       |       |
| 77       | POWER SERVICE (BUNDLED)     | 1        |      |       |       |
| 78       | TELEPHONE SERVICE (BUNDLED) | 1        |      |       |       |
| 79       | ANTENNA CABLE (BUNDLED)     | 1        |      |       |       |
| 80       | GROUND RING (BUNDLED)       | 1        |      |       |       |

**SHEET INDEX**

| <i>T</i> | TITLE SHEET          |
|----------|----------------------|
| C-1      | SURVEY               |
| A-1      | SITE PLAN            |
| A-1.1    | ENLARGED SITE PLAN   |
| A-2      | ELEVATION            |
| A-3      | DETAILS              |
| A-3.1    | DETAILS              |
| A-3.2    | DETAILS              |
| A-3.3    | DETAILS              |
| A-3.2    | DETAILS              |
| S-1      | STRUCTURAL SHEET     |
| S-2      | STRUCTURAL SHEET     |
| E-1      | ELECTRICAL SHEET     |
| R-1.1    | ELECTRICAL SHEET     |
| R-2      | GROUNDING SHEET      |
| G-2.1    | GROUNDING SHEET      |
| D-1      | T-MOBILE CONST. REQ. |

Peek Site-Com

12852 EARTHOT AVE. SUITE 101  
AUBURN, CALIFORNIA 95602  
PHONE (530) 885-6160  
E-MAIL [info@oeeisileton.com](mailto:info@oeeisileton.com)

SITE # \_\_\_\_\_ O.K. \_\_\_\_\_ DRAWN BY: \_\_\_\_\_  
\_\_\_\_\_ 2003/07/16 \_\_\_\_\_ ID# \_\_\_\_\_

TITFE SHEET

800-877-6633



PROPRIETARY INFORMATION  
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO T-Mobile. ANY USE, REPRODUCTION, OR DISCLOSURE OF THIS INFORMATION TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF T-Mobile IS STRICTLY PROHIBITED.

**T-Mobile**  
T-MOBILE WEST LLC  
1700 California Street, Suite 1000  
San Francisco, CA 94109

PROJECT INFORMATION

**EAST CORNING**  
SITE IN LANE  
CORNING, CA 95021

| REV | DATE    | DESCRIPTION | BY  |
|-----|---------|-------------|-----|
| 1   | 5-19-22 | 90% ZIS     | WAT |
| 2   | 5-24-22 | 100% ZIS    | WAT |
| 3   | 6-14-22 | 100% ZIS    | AMP |
| 4   | 6-22-22 | 90% ZIS     | WAT |

COORDINATING ENGINEER

**Peek Site-Com**  
12850 Easton Ave, Suite 101  
Dublin, California 95002  
Phone (530) 885-6160  
E-Mail: info@peeksite.com

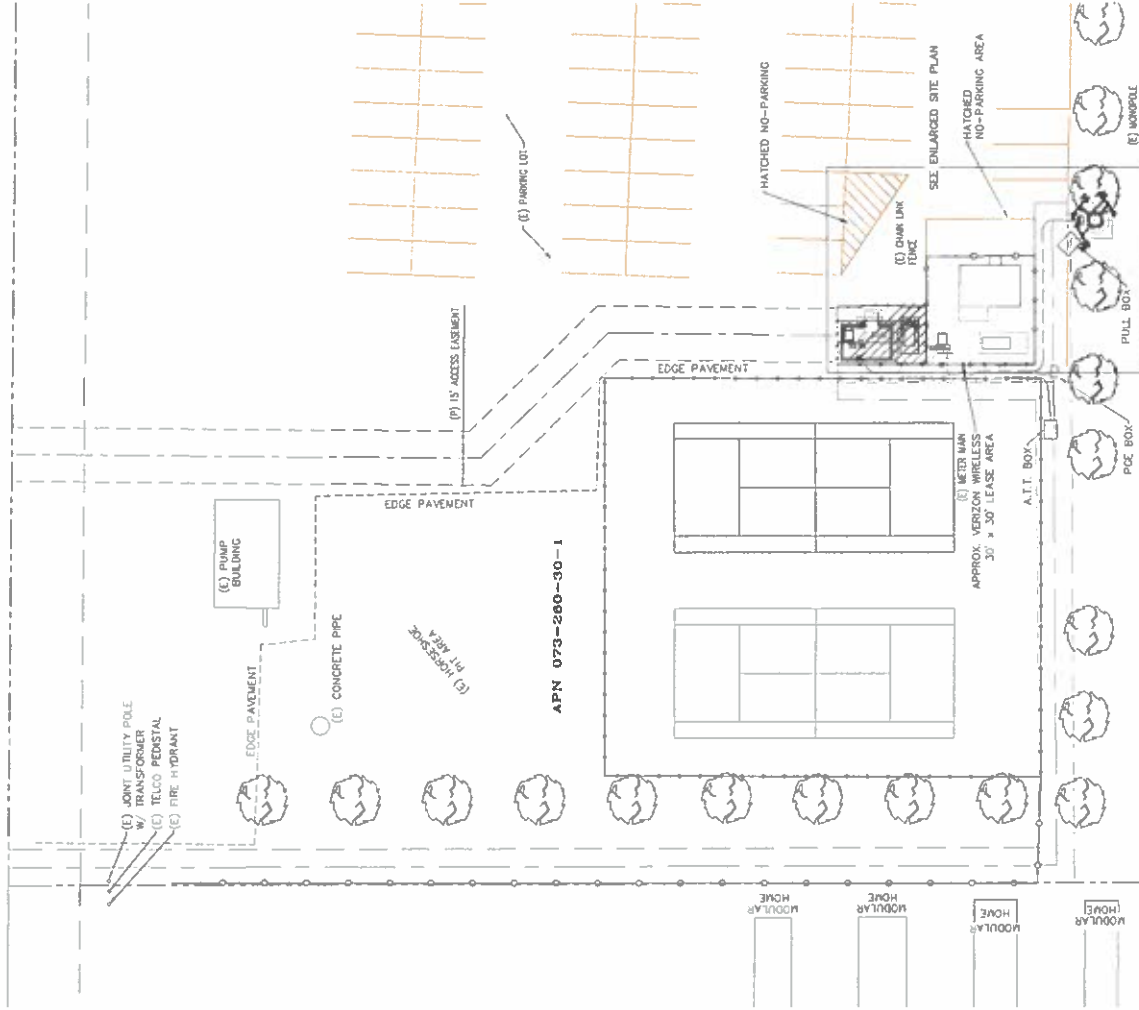


SITE # 5F60872A  
DATE 5/19/22  
BY WAT

**SITE PLAN**

94411 INVOICE  
REVISION

**A-1 | 0**



**SITE PLAN**



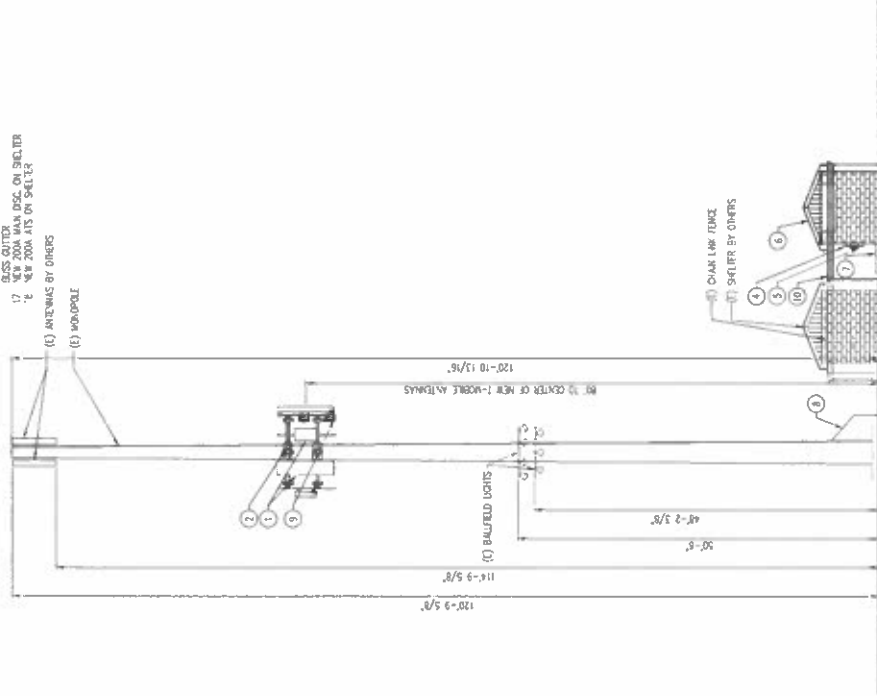
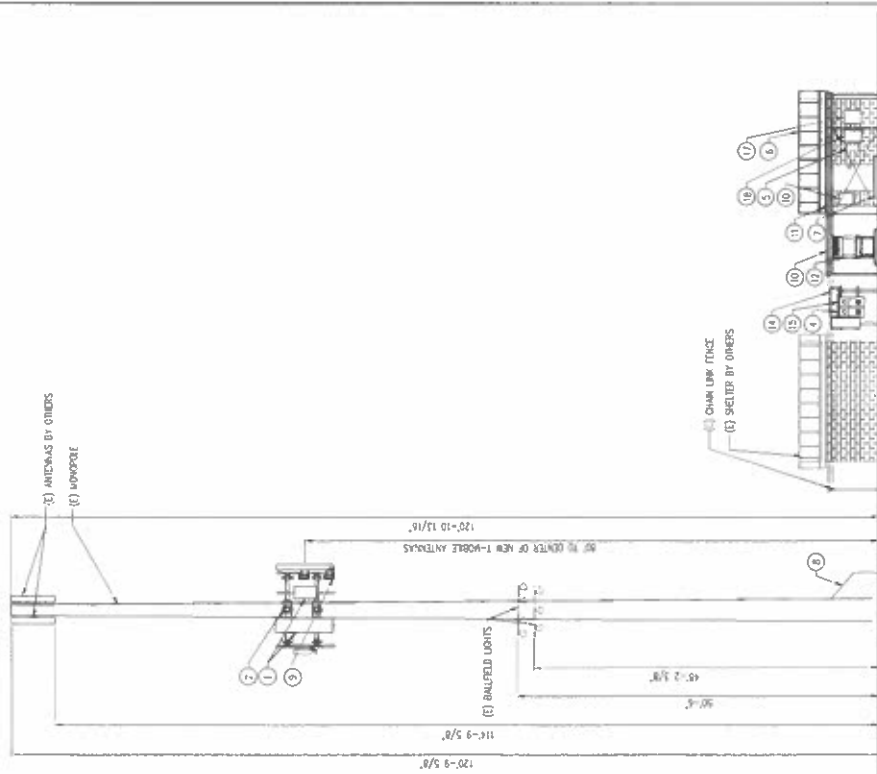


NOTE:  
INSTALLER TO VERIFY CURRENT REFS SECTION SHEET PRIOR TO INSTALLATION. AIRWEDA  
LAYOUT IS FROM BACK OF THE SECTION LEFT TO RIGHT

| 3-CDR | 840 CDR | ADMB/BI | EXISTING ANTENNA MODEL | NEW AIR TANK MODEL    | INT. STAINES | TDR-1/12/12/12/12     | SSU                                   | IMPLEX/1/1/1/1/1/1 | COAX CABLE LENGTH ± |
|-------|---------|---------|------------------------|-----------------------|--------------|-----------------------|---------------------------------------|--------------------|---------------------|
| A/1   | ± 80°   | 45°     | APR14/12/12_45-U-HAZD  | APR14/12/12_45-U-HAZD | N            | 1405/1405/12/12/12/12 | (1) (N) 8805-1440 ± (1) (N) 8805-1440 | (1) (N) 1624-MS    |                     |
| A/2   | ± 80°   | 45°     | APR14/12/12_45-U-HAZD  | APR14/12/12_45-U-HAZD | N            | 1405/1405/12/12/12/12 | (1) (N) 8805-1440 ± (1) (N) 8805-1440 | (1) (N) 1624-MS    |                     |
| B/1   | ± 80°   | 115°    | APR14/12/12_45-U-HAZD  | APR14/12/12_45-U-HAZD | N            | 1405/1405/12/12/12/12 | (1) (N) 8805-1440 ± (1) (N) 8805-1440 | (1) (N) 1624-MS    |                     |
| B/2   | ± 80°   | 115°    | APR14/12/12_45-U-HAZD  | APR14/12/12_45-U-HAZD | N            | 1405/1405/12/12/12/12 | (1) (N) 8805-1440 ± (1) (N) 8805-1440 | (1) (N) 1624-MS    |                     |
| C/1   | ± 80°   | 33°     | APR14/12/12_45-U-HAZD  | APR14/12/12_45-U-HAZD | N            | 1405/1405/12/12/12/12 | (1) (N) 8805-1440 ± (1) (N) 8805-1440 | (1) (N) 1624-MS    |                     |
| C/2   | ± 80°   | 33°     | APR14/12/12_45-U-HAZD  | APR14/12/12_45-U-HAZD | N            | 1405/1405/12/12/12/12 | (1) (N) 8805-1440 ± (1) (N) 8805-1440 | (1) (N) 1624-MS    |                     |

## CONCLUSION

- [illegible]



EAST ELEVATION

NORTH ELEVATION

PROPRIETARY INFORMATION

1931

**T-Mobile.**  
T-MOBILE WEST LLC  
1700 O'Connell Plaza, Suite 100, San Francisco, CA 94102

PROJECT ACQUISITION:

EAST CORNING  
103 E. PG LANE  
CORNING, CA 96029

[illegible]

COORDINATING INSTRUCTOR

**Peek Site-Com**  
12852 Lorhart Ave. Suite 101  
Auburn, California 95602  
Phone (530) 885-6160  
E-Mail [info@peeksitecom.com](mailto:info@peeksitecom.com)

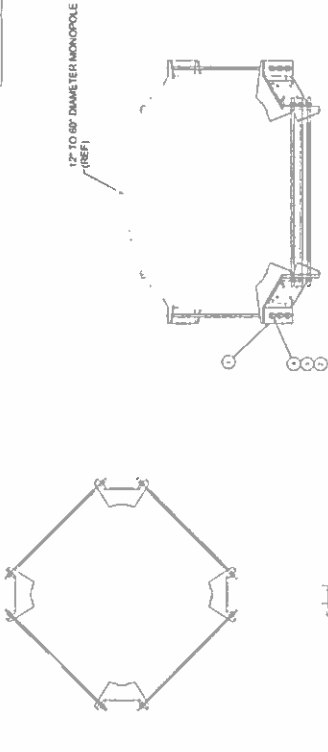
$$M_1 =$$


SITE # \_\_\_\_\_ CHK: \_\_\_\_\_ DRAWN BY: \_\_\_\_\_  
SC60573A \_\_\_\_\_ VRT

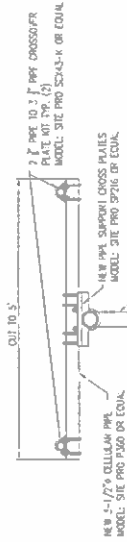
## ELEVATION

A-20

| PARTS LIST  |          |                                 |        |         |
|-------------|----------|---------------------------------|--------|---------|
| QTY         | PART NO. | PART DESCRIPTION                | LENGTH | NET WT. |
| 1           | 4        | 2-TEZRO                         | 54.48  | 217.81  |
| 2           | 24       | 5/8" HDG A325 FLATWASHER        | 0.03   | 0.87    |
| 3           | 24       | 5/8" HDG LOCKWASHER             | 0.03   | 0.63    |
| 4           | 24       | ASBUT                           | 0.13   | 3.12    |
| 5           | 12       | 5/8" x 60" THREADED ROD (ROD-1) | 0.35   | 4.27    |
| TOTAL WT. # |          |                                 |        | 265.20  |



SITE PRO - QUAD UNIVERSAL RING MOUNT  
FOR POLES 12" TO 60"



NEW 3-1/2" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW PPL SUPPORT CROSS PLATES  
MODEL: SITE PRO S210 OR EQUIV.

NEW ANTENNA SUPPORT ARM  
MODEL: SITE PRO S107-K OR EQUIV.

NEW 2-1/8" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW PPL SUPPORT CROSS PLATES  
MODEL: SITE PRO S210 OR EQUIV.

NEW 3-1/2" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW QUAD BRACKET MOUNT

NEW ANTENNA SUPPORT ARM  
MODEL: SITE PRO S107-K OR EQUIV.

NEW QUAD BRACKET MOUNT

NEW 3-1/2" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW PPL SUPPORT CROSS PLATES  
MODEL: SITE PRO S210 OR EQUIV.

NEW 2-1/8" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW ANTENNA SUPPORT ARM  
MODEL: SITE PRO S107-K OR EQUIV.

NEW 3-1/2" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW PPL SUPPORT CROSS PLATES  
MODEL: SITE PRO S210 OR EQUIV.

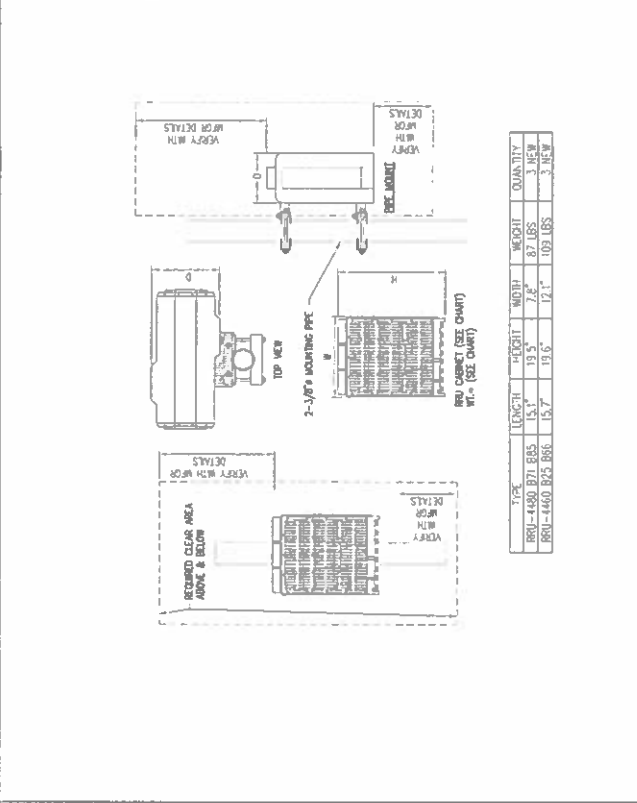
NEW 2-1/8" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW ANTENNA SUPPORT ARM  
MODEL: SITE PRO S107-K OR EQUIV.

NEW 3-1/2" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.

NEW PPL SUPPORT CROSS PLATES  
MODEL: SITE PRO S210 OR EQUIV.

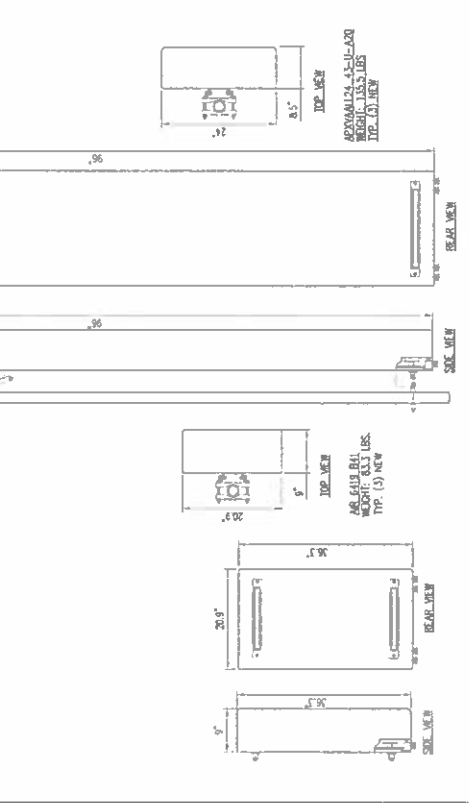
NEW 2-1/8" CELLULAR PPL  
MODEL: SITE PRO P200 OR EQUIV.



TYP. RRU UNIT DETAIL

SCALE: N.T.S.

1



TYP. ANTENNA DETAIL

SCALE: N.T.S.

2

PROPRIETARY INFORMATION  
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO T-Mobile. ANY USE OR REPRODUCTION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF T-Mobile IS STRICTLY PROHIBITED.

**T-Mobile**  
T-Mobile WEST LLC  
1700 CENTRAL EXP. BLVD. SUITE 100  
IRVINE, CA 92614

**EAST CORNING**  
100 E. PEAK BLVD.  
CORNING, CA 96001

REV. DATE DESCRIPTION  
1 5-19-22 90% D25  
2 5-24-22 100% D25  
3 6-14-22 100% D25  
4 6-22-22 90% D25

**Peek Site-Com**  
Suite 101  
1700 Central Exp. Blvd.  
Irvine, CA 92614  
Phone: (949) 885-6160  
E-Mail: info@peeksite.com

REGISTERED PROFESSIONAL ENGINEER  
NO. C 13407  
PEAK SITE-COM, INC.  
IRVINE, CA

SHEET # 30  
SHEET TITLE: DETAILS  
SHEET NUMBER: A-30



A-3.20

10

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE AND ANY DISCLOSURE OTHER THAN THAT WHICH RELATES TO PECK SITE-COM IS STRICTLY PROHIBITED.

— 163 —

T-Mobile.

**T-MOBILE WEST LLC**  
1700 Overland ~~Circle~~ **Dr.**, Suite 100 • Irvine, CA 92614

PROJEKT KONSTRUKCJI

## EAST CORNING

THE J. C. LANE  
LIBRARY

| REF = DATE |         | 10/26/2024 |     | W1 |  |
|------------|---------|------------|-----|----|--|
| 1          | 5-19-22 | 90% DIS    | W1  |    |  |
| 2          | 5-24-22 | 100% DIS   | W1  |    |  |
| 3          | 6-14-22 | 100% DIS   | AMP |    |  |
| 4          | 6-22-22 | 90% DIS    | W1  |    |  |
| 1          |         |            |     |    |  |
| 2          |         |            |     |    |  |
| 3          |         |            |     |    |  |
| 4          |         |            |     |    |  |
| 1          |         |            |     |    |  |
| 2          |         |            |     |    |  |
| 3          |         |            |     |    |  |
| 4          |         |            |     |    |  |

— **PROCESO DE LA REV. TECNOLÓGICA**

Peek Site-Com

2852 Fortoul Ave., Suite 101

Auburn, California 95602  
Phone (510) 885-6560

Fuller is the author of *Unleashing the Power of Positive Psychology*.

E-Mail: [nico@peas.lecoml.com](mailto:nico@peas.lecoml.com)[illegible]

= SITE # \_\_\_\_\_ DATE \_\_\_\_\_ DRAWN BY: \_\_\_\_\_

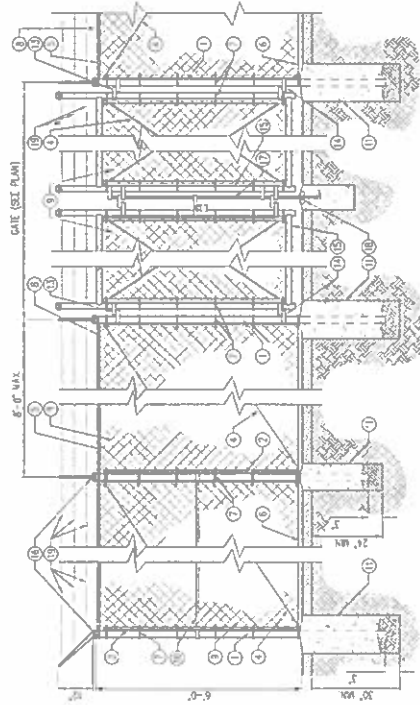
SC60573A

-941111-

## DETAILS

— 5411 NUMBER — 11-15-11 —

A-3.30



CONSTRUCTION NOTE 5:

- ① GATE 100 IN CONTROL 15', 150, 40 (100) PIPE
- ② BULG 200 IN CONTROL 150, 150 (100) PIPE
- ③ 100 IN CONTROL 150, 150 (100) PIPE
- ④ 100 IN CONTROL 150, 150 (100) PIPE
- ⑤ 100 IN CONTROL 150, 150 (100) PIPE
- ⑥ 100 IN CONTROL 150, 150 (100) PIPE
- ⑦ 100 IN CONTROL 150, 150 (100) PIPE
- ⑧ 100 IN CONTROL 150, 150 (100) PIPE
- ⑨ 100 IN CONTROL 150, 150 (100) PIPE
- ⑩ 100 IN CONTROL 150, 150 (100) PIPE
- ⑪ 100 IN CONTROL 150, 150 (100) PIPE
- ⑫ 100 IN CONTROL 150, 150 (100) PIPE
- ⑬ 100 IN CONTROL 150, 150 (100) PIPE
- ⑭ 100 IN CONTROL 150, 150 (100) PIPE
- ⑮ 100 IN CONTROL 150, 150 (100) PIPE
- ⑯ 100 IN CONTROL 150, 150 (100) PIPE
- ⑰ 100 IN CONTROL 150, 150 (100) PIPE
- ⑱ 100 IN CONTROL 150, 150 (100) PIPE
- ⑲ 100 IN CONTROL 150, 150 (100) PIPE
- ⑳ 100 IN CONTROL 150, 150 (100) PIPE
- ㉑ 100 IN CONTROL 150, 150 (100) PIPE
- ㉒ 100 IN CONTROL 150, 150 (100) PIPE
- ㉓ 100 IN CONTROL 150, 150 (100) PIPE
- ㉔ 100 IN CONTROL 150, 150 (100) PIPE
- ㉕ 100 IN CONTROL 150, 150 (100) PIPE
- ㉖ 100 IN CONTROL 150, 150 (100) PIPE
- ㉗ 100 IN CONTROL 150, 150 (100) PIPE
- ㉘ 100 IN CONTROL 150, 150 (100) PIPE
- ㉙ 100 IN CONTROL 150, 150 (100) PIPE
- ㉚ 100 IN CONTROL 150, 150 (100) PIPE
- ㉛ 100 IN CONTROL 150, 150 (100) PIPE
- ㉜ 100 IN CONTROL 150, 150 (100) PIPE
- ㉝ 100 IN CONTROL 150, 150 (100) PIPE
- ㉞ 100 IN CONTROL 150, 150 (100) PIPE
- ㉟ 100 IN CONTROL 150, 150 (100) PIPE
- ㊱ 100 IN CONTROL 150, 150 (100) PIPE
- ㊲ 100 IN CONTROL 150, 150 (100) PIPE
- ㊳ 100 IN CONTROL 150, 150 (100) PIPE
- ㊴ 100 IN CONTROL 150, 150 (100) PIPE
- ㊵ 100 IN CONTROL 150, 150 (100) PIPE
- ㊶ 100 IN CONTROL 150, 150 (100) PIPE
- ㊷ 100 IN CONTROL 150, 150 (100) PIPE
- ㊸ 100 IN CONTROL 150, 150 (100) PIPE
- ㊹ 100 IN CONTROL 150, 150 (100) PIPE
- ㊺ 100 IN CONTROL 150, 150 (100) PIPE
- ㊻ 100 IN CONTROL 150, 150 (100) PIPE
- ㊼ 100 IN CONTROL 150, 150 (100) PIPE
- ㊽ 100 IN CONTROL 150, 150 (100) PIPE
- ㊾ 100 IN CONTROL 150, 150 (100) PIPE
- ㊿ 100 IN CONTROL 150, 150 (100) PIPE

NCTE

1. PROVIDE MIN. (2 SACK) CONC. FOR POST FOOTING.

NEW FENCE DETAIL

SCALE, N.T.S.

1

CONCRETE MASONRY BLOCK: SPECIAL INSPECTIONS:

- (IN ACCORDANCE WITH UBC CHAPTER 17)
1. STRUCTURAL MASSPORTY
  2. RE-BAR TRACMENT
  3. ALL FIELD WELDING
  4. SUE COMPACTION
- ### MISCELLANEOUS STEEL:
1. ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE ASTM A36 UNLESS OTHERWISE NOTED.
  2. ALL BOLTS SHALL BE ASTM A307 MACHINE BOLTS UNLESS OTHERWISE NOTED.
  3. ALL WELDING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE U.S.C. AND THE STRUCTURAL WELDING CODE AND ITS LATEST EDITION.
  4. FABRICATION AND ECTION OF STRUCTURAL AND MISCELLANEOUS STEEL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST EDITION OF THE AISC SPECIFICATION FOR STRUCTURAL STEEL AND THE LATEST EDITION OF THE AISC SPECIFICATION FOR MISCELLANEOUS STEEL.
  5. FINE ALL STEEL SURFACES WITH AN APPROVED PRIMER, EXCEPT SURFACES EXPOSED TO WEATHER. ALL WELDED JOINTS SHALL BE PROTECTED WITH AN ANTI-WEATHER CORROSIONS AND SURFACES TO RECEIVE FIELD WELD. TOUCH-UP FIELD WELDS AND OTHER EXPOSED STEEL SURFACES AFTER DECOR.
  6. SUBMIT SHOP DRAWINGS FOR ALL STRUCTURAL AND MISCELLANEOUS STEEL TO THE ENGINEER FOR APPROVAL PRIOR TO BEGINNING FABRICATION.
  7. ALL WELDING SHALL BE DONE WITH E70 RODS UNLESS OTHERWISE NOTED.
  8. PIPE COLUMNS ARE STANDARD UNLESS OTHERWISE NOTED.

## DESIGN CRITERIA:

- [illegible]

MISCELLANEOUS STEEL:

1. ALL STRUCTURAL STEEL SHALL BE ASTM A572 GRADE 50. ALL STRUCTURAL STEEL SHALL BE ASTM A572 GRADE 50 UNLESS OTHERWISE NOTED.
2. ALL BOLTS SHALL BE ASTM A325 MACHINE BOLTS UNLESS OTHERWISE NOTED.
3. ALL WELDING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN WELDING SOCIETY (AWS) D1.1 WELDING CODE, PART III FOR STRUCTURAL STEEL.
4. FABRICATION AND Erection OF STRUCTURAL AND MECHANICAL STEEL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE LATEST EDITION OF THE SPECIFICATION FOR THE DESIGN, FABRICATION AND Erection OF STRUCTURAL STEEL FOR BUILDINGS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION.
5. FINISH ALL SURFACES WITH AN APPROVED BRUSH. EXPOSED SURFACES TO BE TAMPED IN CONSISTENT CONTACT AREAS OF HIGH STRESS BOLTED CONNECTIONS AND SURFACES TO RECEIVE FIELD WELDS. TOUCH-UP FIELD WELDS AND OTHER EXPOSED STEEL SURFACES AFTER TOUCH-UP.
6. SUBMIT SHOP DRAWINGS FOR ALL STRUCTURAL AND MECHANICAL STEEL TO THE OWNER FOR APPROVAL, PRIOR TO BEGINNING FABRICATION.
7. ALL WELDING SHALL BE DONE WITH E70 RODS UNLESS OTHERWISE NOTED.
8. PIPE COLUMNS ARE STANDARD WEIGHT UNLESS OTHERWISE NOTED.

## TYP. CORNER REINFORCEMENT

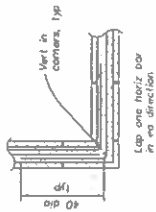
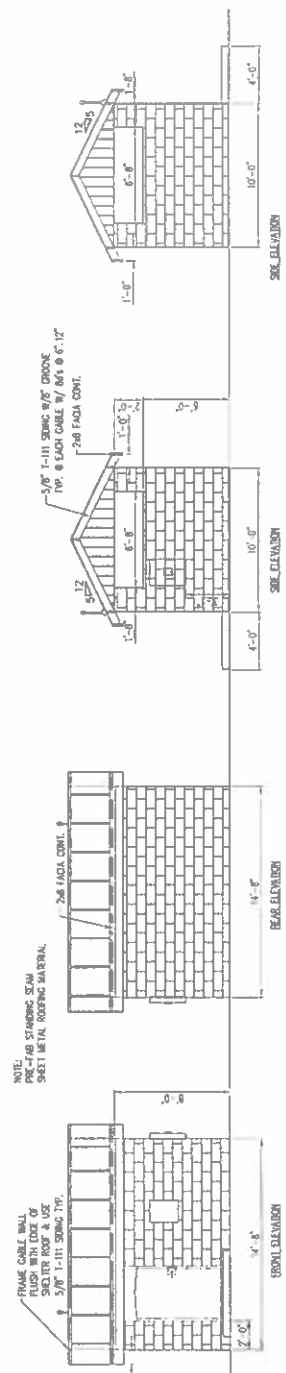


Table 3 — Minimum Verification Requirements

| Minimum Verification                                                                                                                                                                              | Required for Quality Assurance <sup>a</sup> | Reference for Criteria |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------|
|                                                                                                                                                                                                   | I Level 1 Level 2 Level 3                   | TMS 905                |
| Prior to construction, verification of compliance of materials.                                                                                                                                   | R R R                                       | Art. 1-5               |
| Prior to construction, verification of $f_{cr}$ and $f_{ac}$ , except where specifically exempted by the Code.                                                                                    | NR R R                                      | Art. 1-2 B             |
| During construction, verification of Slump flow and Visual Stability Index.                                                                                                                       | NR R R                                      | Art. 1-3 A, 1-4, 1-3   |
| (1) When self-consolidating grout is delivered to the project site.<br>During construction, verification of $f_{cm}$ and $f_{cs}$ for every 5,000 m <sup>3</sup> (1645 m <sup>3</sup> ) or less.  | NR NR R                                     | Art. 1-4 R             |
| During construction, verification of proportions of materials as delivered to the project site for precast or preblended mortar, precasting grade, and grout other than self-consolidating grout. | NR NR R                                     | Art. 1-4 D             |

R = Required; NR = Not Required

THE SHELTER ROOF IS A STANDING SEAM METAL ROOF THE COLOR SHALL MATCH THE (E) STRUCTURES



### TYP. SHELTER ELEVATIONS

|               |   |
|---------------|---|
| SCALE: N.T.S. | 7 |
|---------------|---|

PROPRIETARY INFORMATION

**T-Mobile**  
T-MOBILE WEST LLC  
1756 Camino del Rio N., Suite 100 + San Diego, CA 92108

**EAST CORNING**  
 103 E. FIVE LANE  
 CORNING, CA 96021

**Peek Site-Com**  
12852 E 91st Ave, Suite 101  
Auburn, California 95602  
Phone (530) 885-6160  
E-Mail: info@peeksite.com



PROFESSIONAL ENGINEER  
STATE OF TEXAS  
NO. 65,125  
EXPIRATION DATE 12/31/2010

|           |     |          |
|-----------|-----|----------|
| SITE #    | QIR | DRAWN BY |
| SC60573A  |     | VR1      |
| SHEET NO: |     |          |

|   |    |
|---|----|
| 0 | 15 |
|---|----|







A hand-drawn diagram of a cell. At the top is an oval nucleus. Below it is a large, irregular vacuole. The cell is bounded by a simple line representing the cell membrane.



SCALE: N.T.S. 1



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

**T-Mobile**  
T-MOBILE WEST LLC  
1700, Creditvale, Suite 2000, South, 100 & Normandie, CA 95070

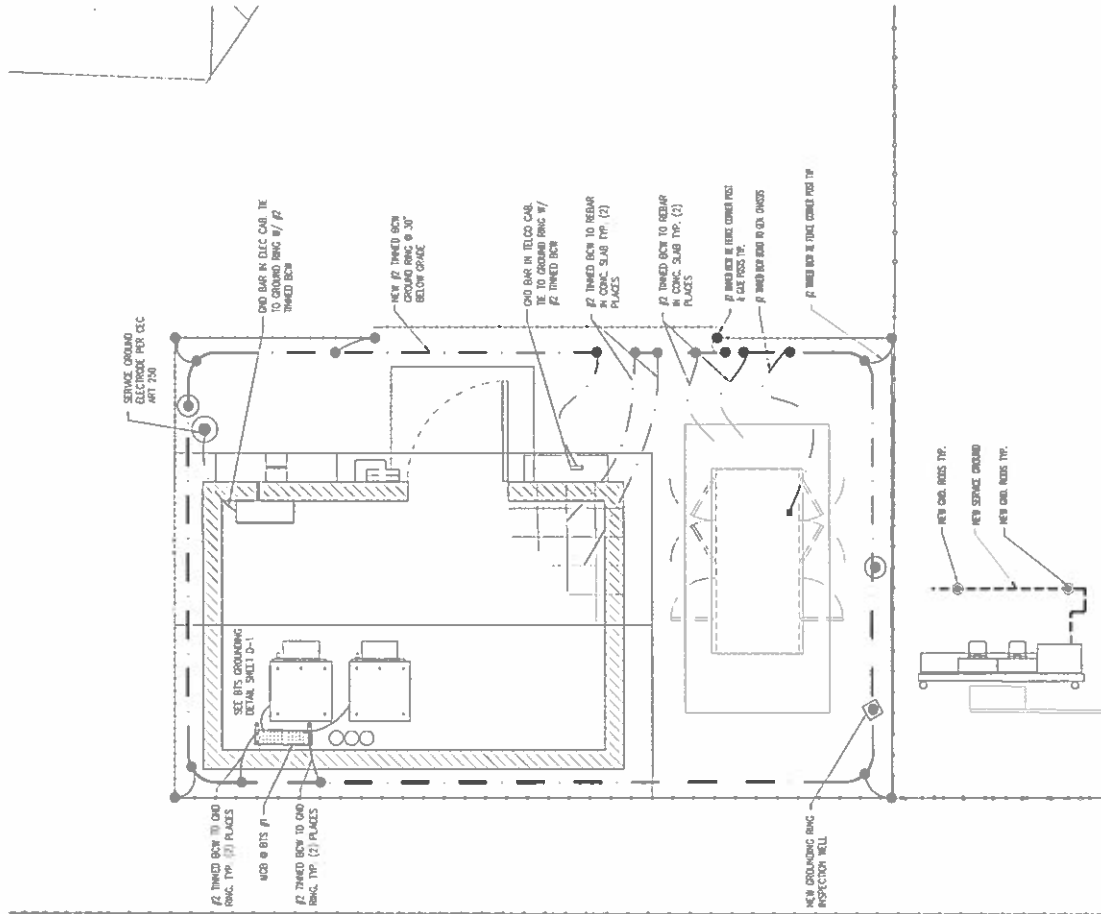
EAST CORNING  
185 E. FIVE LANE  
CORNING, CA 96029

[illegible]

**Peek Sile-Com**  
12852 Ecorse Ave., Suite 101  
Austin, California 95602  
Phone (530) 885-6160  
E-Mail: info@peek.silecom.com



|                 |        |          |
|-----------------|--------|----------|
| SITE #          | DATE   | DRAWN BY |
| SC0000776       | 1/1/01 |          |
| PROJECT NAME    |        | REVISION |
| GROUNDING SHEET |        | E-2.10   |

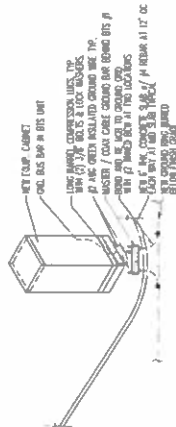


### GROUNDING PLAN DIAGRAM

SCALE 4 T.5. 1

1. ALL REQ. SOFTWARE PROVIDED BY & INSTALLED BY GENERAL CONTRACTOR

1. CEMEX CONTRACTOR SHALL PLACE REDUCTIVE AGENT/ADDS SUPPLIED BY CEMEX ON UNDERFLOOR W/ TIME ON AN ANTIFORMS POP COLOR COATING SCHEDULE.



| SECTION | COLOR | NUMBER OF BOYS PER ANTENNA # |                |                |                |
|---------|-------|------------------------------|----------------|----------------|----------------|
|         |       | f <sub>1</sub>               | f <sub>2</sub> | f <sub>3</sub> | f <sub>4</sub> |
| ALPHA   | RED   | 1                            | 2              | 3              | 4              |
| BETA    | GREEN | 1                            | 3              |                | 4              |
| GAMMA   | BLUE  | 1                            | 1              | 3              | 4              |

## Ref: M15

ALL COAX CONNECTIONS & JUNCTIONS SHALL HAVE ANDREW  
WEATHER SHIELD CONNECTION PROTECTION ENCLOSURE'S (CJAMP9101)

## BTS GROUND LEAD TAPE SCHEDULE

| BITS | BITS BUS   | BITS BASE (2-HOUR LUG) |
|------|------------|------------------------|
| 8    | 8/8        | 8                      |
| 12   | 12/8/8     | 12/8                   |
| 16   | 16/8/8/8   | 16/8/8                 |
| 24   | 24/8/8/8/8 | 24/8/8/8               |

## CAULK / ADHESIVE SEALANT

1. ALL CARBON ACRYLIC SEALANT SHALL USE DOW CORNING 832  
MR. B-SURFACE ACRYLIC SEALANT AS SPECIFIED BY T-MOBILE U.S.A.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 07-10-2001 BY 60322 UCBAW/SJS/STP

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

2017

**T-Mobile.**  
T-MOBILE WEST LLC

— HILL & KNOWLTON 30' 12 3 1994

## EAST CORNING

103 L. P. G. LAM  
 CORVALLIS, OR 97331

| REV = DATE |         | DESCRIPTION |     | BY |
|------------|---------|-------------|-----|----|
| 1          | 5-10-77 | SOL 705     | W1  |    |
| 2          | 5-24-77 | LOCK 705    | W1  |    |
| 3          | 6-14-77 | LOCK 705    | AMP |    |
| 4          | 6-27-77 | SOL 025     | W1  |    |

ЗІТ-БЕЧНІ? ЗНАУ ВІСНОВОД

Peek Site-Com

12852 Eastart Ave. Suite 101  
Auburn, California 95602  
Phone (530) 885-6160  
E-Mail [info@newstec.com](mailto:info@newstec.com)

11.11.2015



215

5C60573A

**POSTAGE WILL BE PAID BY ADDRESSEE**

T-MOBILE CONST. REQ.

Country: India