



**CITY OF CORNING
CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, SEPTEMBER 26, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

A. **CALL TO ORDER:** 5:30 p.m.

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 people 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. **Public Employment (Pursuant to Government Code § 54957)**
Title: Public Works Director Position.

E. **ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:** 6:30 p.m.



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, SEPTEMBER 26, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

B. **ROLL CALL:**

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

Mayor: Robert Snow

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

D. **INVOCATION:** Led by Councilwoman Shelly Hargens.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. **Proclamation: October 2023 as National Domestic Violence Awareness Month.** Present to accept the Proclamation will be Enlida Ocampo, Empower Tehama South County Coordinator.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

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

2. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
3. **Waive the reading and approve Minutes of the following meetings with any necessary corrections:**
 - a. **September 8, 2023 Special City Council Closed Session; and**
 - b. **September 12, 2023 City Council Closed Session & Regular Meetings with any necessary corrections.**
4. **September 21, 2023 Claim Warrant in the amount of \$407,787.82**
5. **September 21, 2023 Business License Report.**
6. **Authorize payment to COAR Design Group for Invoice No. 21880 in the amount of \$58,325 for the Corning City Plaza and Recreation Project.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

7. **Approve City Manager Employment Agreement between the City of Corning and Brant Mesker.**
8. **Adopt Resolution 09-26-2023-01 authorizing the City Clerk to record Tax Liens on 16 properties for delinquent water and/or sewer service accounts in the combined total amount of \$16,263.09.**
9. **Adopt Resolution No. 09-26-2023-02 approving a Rural Fire Capacity Assistance (RFC) Agreement in the amount of \$8,870.92 with CALFIRE and authorize the City Manager to sign the Agreement.**
10. **Request City Council direction to donate or sell used Playground Equipment from Northside Kiddie Park as one lot on an "As Is" basis.**
11. **Approve Development Reimbursement Agreement for a Water and Sewer crossing across Interstate 5 at Corning Road to Galleli Real Estate.**

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:

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

Demo:

Valerio:

Hargens:

Lomeli:

Snow:

N. ADJOURNMENT:

POSTED: FRIDAY, SEPTEMBER 23, 2023

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

**PROCLAMATION
NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH
OCTOBER 2023**

WHEREAS October is annually recognized as National Domestic Violence Awareness Month.

WHEREAS domestic violence programs in California provide essential, lifesaving services for survivors, their children, and communities;

WHEREAS there is a need to provide education, awareness and understanding of domestic violence and its causes;

WHEREAS domestic violence affects people of all genders, sexual orientations, ages, racial, ethnic, cultural, social, religious, and economic groups in the United States and here in California;


WHEREAS approximately 35% of California women and 31% of California men experience intimate partner physical violence, intimate partner sexual violence and/or intimate partner stalking in their lifetimes;

WHEREAS the presence of a gun in a domestic violence situation increases the risk of homicide by 500%;

WHEREAS domestic violence is the third leading cause of homelessness among families in the United States;

WHEREAS children exposed to domestic violence can experience long-term consequences including difficulty at school, substance abuse, behavioral problems in adolescence, and serious adult health problems;

WHEREAS all survivors deserve access to culturally responsive programs and services to increase their safety and self-sufficiency;



NOW, THEREFORE BE IT RESOLVED that I, Robert Snow, as Mayor of the City of Corning, do hereby proclaim the month of **OCTOBER 2023** as “**NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**” in the City of Corning and urge all citizens to join me in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 26th day of September 2023.

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
FRIDAY, SEPTEMBER 8, 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 is encouraged and appreciated.

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

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

A. CALL TO ORDER: 8:30 a.m.

B. ROLL CALL:

Council:

**Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Robert Snow**

Mayor:

All members of the City Council were present.

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: None.

D. REGULAR AGENDA:

1. PUBLIC EMPLOYMENT:

Pursuant to Section 54957(b)(1) of the California Government Code:

Public Employment - Recruitment for the following position: City Manager

- **Evaluation and Selection of Candidates as process of appointment of City Manager.**

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

The City Council met in Closed Session for the purpose of selecting a new City Manager. In a 5-0 vote, a selection was made, and an offer was extended to a candidate. If the offer is accepted, the Agreement will be on the September 26th City Council Agenda for approval.

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, SEPTEMBER 12, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

A. CALL TO ORDER: 6:00 p.m.

B. ROLL CALL:

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

All members of the City Council were present except Council Lomeli.

The **Brown Act** requires that the Council provide the opportunity for people 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: None

D. REGULAR AGENDA:

- 1. Conference with Legal Counsel – Anticipated Litigation (Pursuant to Government Code § 54956.9(c). One Case)**

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 6:30 p.m., Mayor Snow reported that there was no reportable action.



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, SEPTEMBER 12, 2023
CITY COUNCIL CHAMBERS
794 THIRD STREET**

This is an Equal Opportunity Program; Federal Law prohibits discrimination. 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 except Council Lomeli.

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

D. INVOCATION: Led by Councilor Hargens.

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

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Delores May: Asked about the Theater Marquee and asked who was in charge of the Rodgers Theater Marquee; she was informed the City is responsible.

Shawn Reese: Presented information relating to the Construction Union.

Kate English: Upstate California Film Commission provided information from their quarterly report.

Brant Mesker (Corning Little League President): Thanked the City Council and City Staff for the upkeep at Clark Park. He announced that Corning Little League had applied for and was awarded a Grant in the amount of \$19,900 and they would like to use these funds for improvements at Clark Park, specifically for:

- Portable fencing in the amount of \$7,800;
- Safety bases in the amount of \$2,000; and
- Metal mesh benches/tables in the amount of \$10,000.

Mayor Snow requested that Mr. Mesker meet with the City's Public Works Director and Assistant Director to discuss site locations to ensure no interference with existing infrastructures such as sprinklers, etc.

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. **Approve the Minutes of the August 22, 2023 City Council Closed Session and Regular Meetings with any necessary corrections.**
3. **September 6, 2023 Claim Warrant in the amount of \$638,357.36.**
4. **September 6, 2023 Business License Report.**
5. **August 2023 Wages & Salaries: \$412,428.34.**
6. **August 2023 Treasurer's Report.**
7. **August 2023 Building Permit Valuation Report in the amount of \$767,792.**
8. **August 2023 City of Corning Wastewater Operations Summary Report.**
9. **Authorize Payment to Armstrong Consultants, Inc. for Invoice #23-236975-01 in the amount of \$33,000 under Task Order "D", for the Airport 2023 Pavement Maintenance Project.**
10. **Authorize payment of Invoice #2 to Builder Solutions, Inc. in the amount of \$138,975.10 for the West Street School Connectivity Project.**
11. **Authorize payment of Invoice #2 to Builder Solutions, Inc. in the amount of \$48,763.14 for the Olive View School Connectivity Project.**

City Clerk Lisa Linnet announced a correction to Consent Items 10 & 11, the invoices on both should read as Invoice #2. Councilor Valerio moved to approve Consent Items 1-11; Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens. Absent: Lomeli. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Lomeli absent.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS:

12. **Parcel Split 2023-02, Tentative Parcel Map 2023-1002 Mark Engstrom; Lot Split of an approximately 4.45-acre parcel to create a 3.66-acre lot and a 0.79-acre lot; both are zoned C-3-CBDZ. (This item should have been listed under Public Hearings; it was moved from Regular Agenda. It was properly noticed)**

This item was presented by City Planner II/Recreation Coordinator Chrissy Meeds. She stated that this is a Parcel Split 2023-02, Tentative Parcel Map 2023- 1002, proposed to subdivide an approximately 4.45-acre lot, zoned C-3-CBDZ (General Business District CBDZ), into two (2) separate parcels: Lot 1 – 3.66 acres and Lot 2 – 0.79 acres; with a common paved parking lot in the eastern portion of Lot 1 and western portion of Lot 2. The project is located on the east side of Edith Avenue just north of the Solano Street/Highway 99 West intersection and directly east of the Safeway grocery store and is currently under development as a future Grocery Outlet store (Lot 1) and a Dutch Brother's Coffee Shop (Lot 2). APN: 071-080-021

The Public Hearing was opened at 6:43pm; having no comments, the Public Hearing was closed at 6:43pm. Councilor Demo moved to approve and adopt the 7 Factual Subfindings and Legal Findings and approve Tentative Parcel Map 2023-02 subject to the 12 Conditions of Approval as presented in the Staff Report. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens. Absent: Lomeli. Abstain/Opposed: None. Motion was approved by a 4-0 vote with Lomeli absent.**

FACTUAL SUBFINDINGS & LEGAL FINDINGS:

Factual Sub Finding #1

Staff has reviewed the project to determine the required level of review under the California Environmental Quality Act (CEQA) and has determined that the proposed Tentative Parcel Map 23-1001 be categorically exempt pursuant to CEQA Guidelines Section 15315 (Minor Land Division, Class 15).

Class 15 consists of the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning. No variances or exceptions are required, all services and access to the proposed parcels to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent. A Notice of Exemption was filed with the Tehama County Clerk & Recorder.

Legal Finding #1

For Tentative Parcel Map 2023-02, the City of Corning Planning Commission is acting as an advisory body to the Corning City Council. The Planning Commission finds that the environmental impacts associated with the project have undergone the required level of review under the California Environmental Quality Act (CEQA). Tentative Parcel Map 2023-1002 proposes to create two (2) separate parcels and there is no substantial evidence in the light of the whole record of any changes in the project that would require additional environmental analysis, therefore Tentative Parcel Map 23-1002 is exempt from CEQA pursuant to Section 15315 (Minor Land Division, Class 15) and Section 15061(b)(3) (the "Common Sense" exemption).

Factual Sub Finding #2

Tentative Parcel Map 2023-02 proposes to subdivide the approximately 4.45 acres of land into two (2) separate parcels: Lot1 – 3.66 acres and Lot2 – 0.79 acres. This would create a density of approximately 0.45 parcels per acre.

Legal Finding #2

Subdividing the approximately 4.45 acres, as proposed by Tentative Parcel Map 2023-02, into two (2) separate parcels does not exceed the maximum densities of parcels per acre as depicted in the Land Use Element of the General Plan, the project is consistent with the General Plan.

Factual Sub Finding #3

Tentative Parcel Map 2023-02 is subject to mitigation measures from previous environmental analysis of this site and Conditions of Approval that direct the design and improvements of the project to meet the requirements of adopted mitigation measures and applicable municipal codes adopted by the City of Corning.

Legal Finding #3

That the design and improvements associated with the creation of two (2) separate parcels are consistent with the Land Use Element of the 2014-2034 Corning General Plan.

Factual Sub Finding #4

The site and location of Tentative Parcel Map 2023-02 is in an area that is relatively flat and where the construction of roads and building pads will not present any physical difficulties for development.

Legal Finding #4

The site of Tentative Parcel Map 2023-02 is located adjacent to Edith Avenue and has terrain that is physically suitable for the establishment of commercial development.

Factual Sub Finding #5

The Subdivider will be required to either extend City water and sewer to serve the parcels or validate that the extension actions have previously occurred and will be required to either dedicate or validate that dedication has occurred for the full half-width of Edith Avenue along with all necessary improvements (curb, gutter, sidewalk).

Legal Finding #5

The City of Corning Municipal water and sewer service has sufficient capacity to serve the proposed commercial development along the east side of Edith Avenue. Road improvements to Edith Avenue, and the construction of interior parking areas to serve the parcels will provide adequate upgrades to the existing transportation system for additional traffic generated by the project.

Factual Sub Finding #6

Tentative Parcel Map 2023-02 proposes to create two (2) separate parcels in an area of the City designated for commercial development and which has accessibility to City water and sewer.

Legal Finding #6

The requirement to improve existing roads and construct new roads as well as provide City water and sewer to the parcels will not cause any serious public health problems to the existing and future residences of the City.

Factual Sub Finding #7

Access to the site and commercial parcels will be by Edith Ave. and interior drive aisles constructed by the developer. Public easements for access to the parcels will be created by recording a Final Map.

Legal Finding #7

That the design of Tentative Parcel Map 2023-02, or type of improvements associated with the commercial development of the parcels, will not conflict with easements acquired by the public at large, for access through, or use of, property within the subdivision.

CONDITIONS OF APPROVAL:

1. **SUBDIVISION STANDARDS.** Development of Tentative Parcel Map shall be in conformance with the approved Tentative Map and Subdivision Ordinance of the City of Corning, Title 16 of the Corning Municipal Code. Additionally, development must comply with all Federal, State and Local regulations, especially the City of Corning Fire and Building Departments.
2. **UNDERGROUND UTILITIES.** All new utilities, including electricity, telephone, gas, and cable television shall be provided to each lot and undergrounded.
3. **PARCEL LANDSCAPING.** Parcel landscaping, including that portion of the street right-of-way located behind the sidewalk, shall be landscaped prior to issuance of a Certificate of Occupancy. Landscaping may include any combination of grass, groundcover, shrubs and/or trees and is subject to Planning Department approval. A permanent method of irrigation for this landscaping shall be installed. All landscaping and irrigation must comply with the Water Efficient Landscape Regulations as detailed in Section 15.08.055 of the Corning Municipal Code.
4. **CULTURAL RESOURCES.** Should cultural resources be unearthed during excavation, all work in the immediate vicinity shall cease and the City of Corning shall be notified. Upon notice, the City or its Consultant shall inspect the site to determine what steps, if any, are necessary to address and mitigate the discovery.
5. **FUGITIVE DUST.** Prior to commencing Grading the applicant shall obtain a Fugitive Dust Control Permit from the Tehama County Air Pollution District.
6. **SPRINKLE EXPOSED SOILS.** During construction, unprotected soils shall be sprinkled to minimize wind erosion.
7. **COVER EXPOSED SOILS.** Areas denuded by construction activities and not scheduled for development for an indefinite period shall be seeded or covered by impervious materials

to minimize water and wind erosion.

8. **FINISHED SURFACES.** Upon completion of development, no substantial area shall remain where soils are completely uncovered.
9. **STORMWATER FACILITIES.** Stormwater retention and conveyance facilities shall be constructed in accordance with Public Works Standards.
10. **DRIVEWAY APPROACHES AND FRONTAGE IMPROVEMENTS.** Prior to recordation of the Final Mapp, all driveway approaches and frontage improvements along Edith Avenue must be completed.
11. **CROSS ACCESS AGREEMENT.** Prior to the recordation of the Final Map, the Subdivider shall provide the City with a signed copy of a Cross-Access Agreement between the owners of parcels 1 and 2 allowing for the joint-use of parking and the joint-use of drive access points for both of the involved parcels.
12. **OPEN BURNING.** No open burning shall occur on this property unless a Land-Clearing Permit is obtained from the Tehama County Air Pollution Control District.

J. REGULAR AGENDA:

13. **Parcel Split 2023-02, Tentative Parcel Map 2023-1002 Mark Engstrom; Lot Split of an approximately 4.45-acre parcel to create a 3.66-acre lot and a 0.79-acre lot; both are zoned C-3-CBDZ. (Moved to I-12 Public Hearings)**

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:

City Clerk Lisa Linnet: City received a card from Monica Tishner thanking the City for paving the road she lives on and repairing the damage on McClain Avenue. She also stated that the City looks so nice, "it has been a long time since the shops got a face lift". She loves the new look of the shops by the Theater and can't wait to see the new Park come in. This "will all really make Corning inviting".

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: Nothing

Valerio: Announced that Johnny Boys had their Grand Opening this past Friday; September 16th -17th will be the Grand Prix event at the Corning Airport. September 14th the Chamber of Commerce's "Coming in the Evening" will be at Los Hermanos Cocina in Los Molinos.

Hargens: She stated she had attended the September 7th Tehama County Landfill Meeting, reported that the new Fire Hall floor looks nice, and reported on attendance at the September Tuesday Market.

Lomeli: Absent.

Snow: Nothing.

N. ADJOURNMENT: 6:53pm

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: September 20, 2023

SUBJECT: Cash Disbursement Detail Report for the
Tuesday September 26, 2023 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 09-20-23	\$	255,775.35
B.	Payroll Disbursements	Ending 09-20-23	\$	152,012.47

GRAND TOTAL \$ 407,787.82

REPORT.: Sep 20 23 Wednesday
 RUN....: Sep 20 23 Time: 14:40
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 09-23 thru 09-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
035712	09/08/23	HEW01	HEWITT, MATTHEW	16.00	08172023	TRAINING/ED-POLICE
035713	09/08/23	ROJ00	ROJAS, IVAN	90.00 90.00 90.00	230423 230507 230521	REC INSTRUCTOR-REC REC INSTRUCTOR-REC REC INSTRUCTOR-REC
			Check Total.....	270.00		
035714	09/11/23	CIT03	CITY OF CORNING	81.22	230831	CDBG CV2&3-ASST-EMERGENCY RESP (LUZ GALICIA)
035715	09/11/23	KOE01	KOEFRAN	250.00	563605	Professional Services-ACO
035716	09/11/23	THA00	THAYER, ROBERT	1050.00	230831	CDBG CV2&3-ASST-EMERGENCY RESP (J.FRIAS & L.GALICIA)
035717	09/11/23	LAC01	LACY, CLINT	450.00	230911	REC INSTRUCTOR-REC
035718	09/11/23	COR09	CORNING CHAMBER OF COMM.	25.00	091123	MAT & SUPPLIES-REC (BOOTH AT THE OLIVE FESTIVAL)
035719	09/14/23	ARA02	ARAMARK UNIFORM SERVICES	88.05	378172	MAT & SUPPLIES-BLD MAINT
035720	09/14/23	EXP02	EXPRESS EMPLOYMENT PROFES	873.48	29629335	TEMP HELP-FINANCE
035721	09/14/23	KIN14	KINETICS ACADEMY OF DANCE	368.00	230903	REC INSTRUCTOR-REC
035722	09/14/23	QUI02	QUILL CORPORATION	17.23 61.93	34296862 34316184	OFFICE SUPPLIES- OFFICE SUPPLIES-
			Check Total.....	79.16		
035723	09/14/23	ATT17	AT&T	96.30	230911	COMMUNICATIONS-FIRE
035724	09/14/23	CAR12	CARREL'S OFFICE SOLUTIONS	18.31	AR57631	MAT & SUPPLIES-LIBRARY
035725	09/14/23	COA06	COAR DESIGN GROUP	58325.00	21880	PRECONSTRUCTION-PROP 68 PARK
035726	09/14/23	ECO05	ECORP CONSULTING, INC.	968.75	101032	PROF SVCS-PLANNING
035727	09/14/23	EMP03	EMPOWER TEHAMA	63346.97	08312023	EMPOWER TEHAMA-PROP 47 (2)
035728	09/14/23	FMR01	FM RICHELIEU ENGINEERING	2475.00	230911	PROF SVCS-BLD & SAFETY
035729	09/14/23	GRA02	GRAINGER, W.W., INC	50.72	982964236	BLD MAINT-LIBRARY
035730	09/14/23	HOL04	HOLIDAY MARKET #32	450.16 20.78	003202395 003204483	MAT & SUPPLIES- CONF/MTGS-CITY ADMIN
			Check Total.....	470.94		
035731	09/14/23	MOO07	MOORE & BOGENER, INC.	6135.14	14318	LGL SVCS-
035732	09/14/23	NOR47	NORTHSTAR	9880.00	81353	PROF SVCS-PW ADMIN
035733	09/14/23	PAC29	PACE ANALYTICAL SERVICES,	220.16	230787828	PROF SVCS-WTR DEPT
035734	09/14/23	PAP00	PAPE MACHINERY INC.	79.40 256.75	14760478 14760516	MAT & SUPPLIES-PARKS MAT & SUPPLIES-PARKS
			Check Total.....	336.15		
035735	09/14/23	PAY01	PAYGOV.US LLC	3289.60	1254	BANKG/FEES/CHRG-FINANCE (AUGUST 2023)
035736	09/14/23	PGE00	PG&E	406.36	230914	CDBG CV2&3-ASST-EMERGENCY RESP (J.FRIAS& L.GALICIA)
035737	09/14/23	PGE01	PG&E	1847.49 321.42	230922 230922A	ELECT- ELECT-
			Check Total.....	2168.91		
035738	09/14/23	PGE04	PG&E	638.75	230911	TranspFacility-
035739	09/14/23	PGE05	PG&E	1469.99	230922	FIRE-ELECT & GAS
035740	09/14/23	SCH01	LES SCHWAB TIRE CENTER	66.16	00479103	VEH OP/MAINT-WTR
035741	09/14/23	SEI01	SEILER, ROY R., CPA	2592.00	30564	ProfServices Finance Dept
035742	09/14/23	SUN16	SUNBEAM SOLAR OPERATIONS	15303.19	204577	ELECT-
035743	09/14/23	TAN00	T AND S DVBE, INC.	545.32	23-2134	MAT & SUPPLIES-
035744	09/14/23	TPX00	TPX COMMUNICATIONS	1132.55	173985425	COMMUNICATIONS-
035745	09/14/23	UBE00	UBEO WEST LLC	27.96	4238165	EQUIP MAINT-DISPATCH
035746	09/14/23	VER02	VERIZON WIRELESS	228.06	994335691	PROP 30-MDC
035747	09/14/23	WAL02	WALKER PRINTING	97.60	43573	PRINT/ADVERT-DISPATCH
035748	09/15/23	DEP12	DEPT OF JUSTICE	780.00 35.00	677677 683610	PROF SVCS- PROF SVCS-POLICE
			Check Total.....	815.00		
035749	09/15/23	OLI00	OLIVEIRA PROPERTIES	750.00	230915	CDBG CV2&3-ASST-EMERGENCY RESP (ALAINA ROBINSON)

REPORT.: Sep 20 23 Wednesday
 RUN....: Sep 20 23 Time: 14:40
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 09-23 thru 09-23 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
035750	09/15/23	PGE00	PG&E	181.42	230915	CDBG CV2&3-ASST-EMERGENCY RESP (ALAINA ROBINSON)
035751	09/15/23	ROD10	RODRIGUEZ, JESENIA	1200.00	230915	REC INSTRUCTOR-REC
035752	09/18/23	KIN14	KINETICS ACADEMY OF DANCE	368.00	230917	REC INSTRUCTOR-REC
035753	09/18/23	BDI00	BDI	158.52 13.64	503319478 503324527	Material/Supplies- Material/Supplies-
			Check Total.....:	172.16		
035754	09/18/23	CEN14	CENTER FOR EVALUATION & R	8842.50	201954	Data Coll/Eval-Prop 47 Cycle 2
035755	09/18/23	CHI06	CHICO POWER EQUIPMENT	153.74	432464	Material/Supplies-Parks
035756	09/18/23	DEP03	DEPT OF TRANS/CAL TRANS	2532.64	24001450	Equip Maint.-Str & Trf Lights
035757	09/18/23	GAY02	GAYNOR TELESYSTEMS, INC	58.00	43166	Bld Maint-Bld Maint
035758	09/18/23	GRA02	GRAINGER, W.W., INC	23.05	838623099	Bld Maint-Library
035759	09/18/23	JON02	ROBERT C. JONES INSURANCE	141.00	230914	Gen.Insurance General Cit
035760	09/18/23	PAC29	PACE ANALYTICAL SERVICES,	220.16	230807028	Prof Svcs-Water Dept
035761	09/18/23	PGE01	PG&E	47023.10	230911	Electricity General City
035762	09/18/23	PGE09	PG&E	222.27	230914	Elect-Stonefox L&L - Z1, D2
035763	09/18/23	PGE2A	PG&E	50.08	230914A	Elect- Blue Heron Ct
035764	09/18/23	QUI02	QUILL CORPORATION	197.29	34470672	Office Supplies-
035765	09/18/23	SCP00	SCP DISTRIBUTORS LLC	2112.29 -375.00	SN106352 SN106613C	Mat/Supplies- Material/Supplies-Wtr
			Check Total.....:	1737.29		
035766	09/18/23	TAN00	T AND S DVBE, INC.	90.71	23-2277	Material/Supplies-Streets
035767	09/18/23	TUP00	TUPES, KEVIN	4940.00	230905	Telemetry-Wtr Cap Improv
035768	09/20/23	QUI02	QUILL CORPORATION	126.14	34442022	OFFICE SUPPLIES-FIRE
035769	09/20/23	CIT03	CITY OF CORNING	442.39 212.58	230919 230919A	CDBG CV2&3-ASST-EMERGENCY RESP (KHAMLA SINGTHAVILAY CDBG CV2&3-ASST-EMERGENCY RESP (RICHARD HUNNICUTT)
			Check Total.....:	654.97		
035770	09/20/23	EXP02	EXPRESS EMPLOYMENT PROFES	1204.80	29663760	TEMP HELP-FINANCE
035771	09/20/23	NOR46	NOR CAL GARAGE DOOR	333.18	22280	BLD MAINT-FIRE
035772	09/20/23	QUI02	QUILL CORPORATION	250.50 82.95	34579736 34609823	OFFICE SUPPLIES-FINANCE MAT & SUPPLIES-BLD MAINT
			Check Total.....:	333.45		
035773	09/20/23	USA01	USA BLUE BOOK	95.03	00135890	MAT & SUPPLIES-WTR
035774	09/20/23	VAL11	VALLEY PACIFIC PETROLEUM	1710.10 1462.98 370.65	23-681359 23-681360 23-681361	MAT & SUPPLIES- VEH OP/MAINT- VEH OP/MAINT-FIRE
			Check Total.....:	3543.73		
035775	09/20/23	XER00	XEROX CORPORATION	27.83	019722889	EQUIP MAINT-DISPATCH
035776	09/20/23	ATT13	AT&T	720.67	230911	COMMUNICATIONS-DISPATCH
035777	09/20/23	QUI02	QUILL CORPORATION	88.34	34550570	OFFICE SUPPLIES-DISPATCH
035778	09/20/23	MTH00	M.T. HALL & ASSOCIATES, I	5055.00	2623	CONSTRUCTION-ATP-OLIVE VIEW PROJECT
035779	09/20/23	TEH08	COUNTY OF TEHAMA	33.00	230920	PROF SVCS-PW ADMIN (RECORDING FEES)
			Cash Account Total.....:	255775.35		
			Total Disbursements.....:	255775.35		
			Cash Account Total.....:	.00		

REPORT.: Sep 20 23 Wednesday
 RUN....: Sep 20 23 Time: 14:40
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 09-23 thru 09-23 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14019	09/07/23	BAN03	POLICE OFFICER ASSOC.	225.00	C30906	POLICE OFFICER ASSOC
14020	09/07/23	EDD01	EMPLOYMENT DEVELOPMENT	5469.92 1268.73	C30906 1C30906	STATE INCOME TAX SDI
			Check Total.....	6738.65		
14021	09/07/23	FED00	FEDERAL PAYROLL TAXES (EF	15004.76 17457.54 4082.70	C30906 1C30906 2C30906	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	36545.00		
14022	09/07/23	MIS03	MISSIONSQUARE - PLAN#3020	1680.49 160.00	C30906 1C30906	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
			Check Total.....	1840.49		
14023	09/07/23	PERS1	PUBLIC EMPLOYEES RETIRE	24816.33	C30906	PERS PAYROLL REMITTANCE
14024	09/07/23	PERS4	Cal Pers 457 Def. Comp	2035.08 355.00	C30906 1C30906	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	2390.08		
14025	09/07/23	VAL06	VALIC	2686.54 202.50	C30906 1C30906	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2889.04		
14038	09/20/23	BAN03	POLICE OFFICER ASSOC.	225.00	C30920	POLICE OFFICER ASSOC
14039	09/20/23	EDD01	EMPLOYMENT DEVELOPMENT	5748.06 1273.46	C30920 1C30920	STATE INCOME TAX SDI
			Check Total.....	7021.52		
14040	09/20/23	FED00	FEDERAL PAYROLL TAXES (EF	15686.91 17714.78 4142.96	C30920 1C30920 2C30920	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	37544.65		
14041	09/20/23	MIS03	MISSIONSQUARE - PLAN#3020	1336.49 160.00	C30920 1C30920	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
			Check Total.....	1496.49		
14042	09/20/23	PERS1	PUBLIC EMPLOYEES RETIRE	25001.10	C30920	PERS PAYROLL REMITTANCE
14043	09/20/23	PERS4	Cal Pers 457 Def. Comp	2035.08 355.00	C30920 1C30920	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	2390.08		
14044	09/20/23	VAL06	VALIC	2686.54 202.50	C30920 1C30920	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2889.04		
			Cash Account Total.....	152012.47		
			Total Disbursements.....	152012.47		

Date.: Sep 20, 2023
 Time.: 3:03 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
AMERISUN	1079 SUNRISE AVE #343	ROSEVILLE, CA 95661	GENERAL CONTRACTOR	09/14/23
BIRDSEYE	19795 DAIRYLAND DR	REDDING, CA 96002	ELECTRIC CONTRACTOR	09/14/23
BRASHEAR CONST. & CO	6010 SURL WAY	ORANGEVALE, CA 95662	CONCRETE WORK & GENERAL CONTRACTOR	09/14/23
ERIN'S TAX SERVICE	1403 SOLANO ST	CORNING, CA 96021	TAX PREPERATION & PAYROLL	09/20/23
GOLD STAR INSULATION	210 NORTH 10TH ST	SACRAMENTO, CA 95811	GENERAL BUILDING CONTRACTOR	09/14/23
LEO'S TIRE & ALIGNME	1723 SOLANO ST	CORNING, CA 96021	TIRE SHOP	09/20/23
NORTH STATE HRM	11705 PAREY AVE #7	RED BLUFF, CA 96080	GENERAL BUILDING CONTRACTOR	09/11/23
PLACER ROOFING, INC	6701 32ND ST UNIT K	NORTH HIGHLANDS, CA 95660	COMMERCIAL ROOFING	09/12/23
SAL'S MOBILE AUTO GL	1418 MEADOWBROOK LN	CORNING, CA 96021	MOBILE AUTO GLASS REPLACEMENT/REPAIR	09/18/23

ITEM NO.: G-6
AUTHORIZE PAYMENT TO COAR
DESIGN GROUP FOR INVOICE NO.
21880 FOR THE CORNING CITY
PLAZA AND RECREATION CENTER
PROJECT

September 26, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: TIM POTANOVIC, CITY MANAGER
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT 

SUMMARY:

Staff requests the City Council authorize payment of invoice #21880 in the amount of \$58,325.00 to COAR Design Group for work done on the Corning City Plaza and Recreation Center Project. This will be the fourth payment for this contract.

BACKGROUND:

On March 14, 2023 the City Council awarded the Corning City Plaza and Recreation Center Request for Proposals (RFP) Project to COAR Design Group in the amount of \$898,000 for Architectural and Engineering Design Services for the development, design and construction of the Corning City Plaza and Recreation Center.

Staff are continuing to work with the design team to complete the site assessment and conceptual design. All proposed features, including the proposed design style, listed in the grant application will be included in the project, but due to the anticipated cost of the project, Staff continues working with the design team to potentially reconfigure the layout to be more cost effective.

FINANCIAL:

This project is funded by the Department of Parks and Recreation Statewide Park Development and Community Revitalization Program of 2018 Grant for the Downtown Recreation Center and Plaza Project.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE PAYMENT OF INVOICE #21880 IN THE AMOUNT OF \$58,325.00 TO COAR DESIGN GROUP INC. FOR THE CORNING CITY PLAZA AND RECREATION CENTER PROJECT FROM FUND 360-7395-6140, PRE-CONSTRUCTION/PROP 68 PARK.



9640 Granite Ridge Dr # 130
San Diego, CA 92123

Invoice

Date	Invoice #
8/31/2023	21880

Bill To
Robin Kampmann, PE City Engineer/Public Works Consultant City of Corning 794 3rd Street Corning, CA 96021

Project
City Plaza & Recreation Center

Description	Contract Amt	Prev. Billed	Terms		Project #		
			Due Upon Receipt		230302		
			Prior %	Curr %	Total %	Subtotal Amt.	Amount
Site Assessment & Conceptual Design	81,262.00	81,262.00	100%	0%	100%		-
Schematic Design (35% Completed)	116,650.00	58,325.00	50%	50%	100%		58,325.00
Design Development (65% Completed)	164,472.00	-	0%	0%	0%		-
Construction Documents (Pre-final 95%; Final 100%)	332,794.00	-	0%	0%	0%		-
Bid & Award Support	32,100.00	-	0%	0%	0%		-
Construction Support	155,828.00	-	0%	0%	0%		-
Close-Out	14,894.00	-	0%	0%	0%		-
Total	898,000.00	139,587.00					58,325.00
Reimbursables							
Total					\$		58,325.00
Payments/Credits							0.00
Balance Due					\$		58,325.00

ITEM NO.: J-7
APPROVE CITY MANAGER EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF
CORNING AND BRANT MESKER

September 26, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: TIM PATONOVIC, INTERIM CITY MANAGER
COLLIN BOGENER, CITY ATTORNEY

BACKGROUND

Following the resignation of former City Manager Kristina Miller, the City hired the firm of Peckham and McKenney to perform recruitment services in filling the City Manager role. Numerous applications were submitted, and on September 8, 2023, the City Council conducted interviews of some potential applicants in closed session. At the conclusion of those interviews, the City Council authorized Carl Cahill, the representative from Peckham and McKenney, to extend a condition offer of employment to Brant Mesker for the City Manager position. Mr. Mesker accepted the offer and the Council directed legal counsel to prepare an employment agreement.

Attached to this staff report is an employment agreement between the City of Corning and Mr. Mesker. The document was prepared by the City Attorney and approved by Mr. Mesker.

The Agreement is for three years, beginning on October 1, 2023 and expiring on September 30, 2026, unless extended by the parties. Mr. Mesker can be terminated for any reason under the terms of the Agreement. However, if he is terminated without cause, then he will be provided with 6 months severance pay as set forth in Chapter 2.44 of the Corning Municipal Code.

The annual salary will be \$128,532.60, which is Step B of the City Manager salary schedule. All other benefits will be provided consistent with the management MOU and/or the City's Personnel Rules and Regulations.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **BY MOTION, APPROVE THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CORNING AND BRANT MESKER**

ATTACHMENTS:

Exhibit "A" is the Employment Agreement

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into on September 26, 2023, by and between the City of Corning (the "City"), and Brant Mesker ("Mesker"). The above-named parties hereby mutually agree and promise as follows:

Section 1: Duties

1.1 City hereby employs Mesker as City Manager of the City to perform the functions and duties specified in Chapter 2.44.060 of the City's Municipal Code and to perform other legally permissible and proper duties and functions as the City Council from time-to-time assigns, consistent with the City's Municipal Code and other applicable law.

Section 2: Term of Agreement – Renewal and Termination

2.1 Term: The City hereby employs Mesker as City Manager for a term of three (3) years, commencing on October 1, 2023, and continuing through September 30, 2026, subject to renewal and termination as provided in sections 2.2 and 3 below ("the term").

2.2 Renewal: At least 90 days prior to the expiration of the term of the Agreement, either party can provide the other with 90 days advance written notice of non-renewal of the Agreement. This written notice need not specify a reason for non-renewal. In the event either party desires not to renew the Agreement, no reason need be provided. In the event written notice is not given by either party to this Agreement to the other no later than 90 days prior to the termination date (and provided neither party has exercised the right to terminate as provided under Section 3), this Agreement shall be automatically renewed on the same terms and conditions for an additional period of one (1) year. Said Agreement shall continue thereafter for successive one-year periods unless either party gives no less than 90 days advance written notice of non-renewal to the other party.

2.3 At-Will Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mesker to resign from his position with City.

2.4 At-Will Termination. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Mesker at any time, subject only to the provisions set forth in Section 3 of this Agreement.

Section 3: Termination and Severance Pay

3.1 Termination by the City.

3.1.1 At-Will / Without Cause. If Mesker is terminated by the Council before expiration of the term of employment and if Mesker is willing and able to perform his duties under this Agreement, then the City will pay Mesker a lump-sum cash payment equal to six months aggregate salary (provided at least six months are remaining in the term of employment). If less than six months are remaining in the term of employment, then the City will pay Mesker a lump-sum cash payment equal to the number of months remaining in the term. The City will also pay to continue Mesker's health benefits for the number of months paid in severance – either by continuing Mesker's coverage on the City's health plans under the same terms and conditions as if Mesker were actively at work (i.e., subject to any contributions Mesker is required to make for his own or his eligible dependents' coverage) or by paying for COBRA coverage for him and his eligible dependents. In the event this Agreement is terminated under this provision, Mesker shall also be compensated

for all earned but unused vacation, holidays, compensatory time (if any), and other accrued benefits to date. In no event will Mesker be paid any severance benefits that exceed those allowed by statute. In order to receive any and all of these severance benefits, Mesker is required to execute a general waiver and release of all claims against the City arising out of his employment relationship.

3.1.2 Termination for Cause. Notwithstanding the foregoing language, this Agreement may be terminated by City due to Mesker's willful misconduct, which the parties agree includes fraud, misuse or misappropriation of the City's assets, embezzlement, and/or any acts of dishonesty or moral turpitude. If the City terminates Mesker for willful misconduct, no severance pay shall be due or owing. Upon termination, Mesker will be paid wages earned to date, including vacation, holidays, and compensatory time (if any).

3.1.3 Process for Termination. If the City terminates this Agreement (whether with or without cause), the City will do so in accordance with the process set forth in the City's Municipal Code and the California Government Code. Mesker will be provided with a written notice stating the Council's intention to remove him and the reason therefore with the opportunity to be heard on the reason provided.

3.1.4 Statutory Obligations; Abuse of Office or Position. Pursuant to Government Code Section 53243 which became effective on January 2, 2012, if Employee is convicted of a crime involving an abuse of his/her office or position, all of the following shall apply: (1) if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse such amounts paid; (2) if the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City shall be fully reimbursed to the City. For purposes of this section, "abuse of office or position" means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

3.2 Termination by Mesker – Resignation. Mesker can terminate this Agreement at any time for any reason. Mesker is required to provide the City with sixty (60) days' advance written notice of termination of the Agreement unless the parties agree otherwise.

Section 4: Compensation

4.1 Salary: Mesker's salary shall be \$128,532.60 gross per year, which is equivalent to \$10,711.05 gross per month, subject to all appropriate deductions and withholdings and payable in bi-weekly installments at the same time and by the same methods as other City employees are regularly paid.

Section 5: Performance Evaluation

5.1 On an annual basis, or more frequently if requested by the Council or Mesker, the Council shall (with Mesker's input) define goals and performance objectives deemed necessary for the proper operation of the City. The Council shall review and evaluate the performance of Mesker at least once annually in written form. The content of the review

and the criteria used shall be at the sole discretion of the Council, provided that Mesker can request that the Council provide input on certain areas or aspects of his performance. The Council shall provide an adequate opportunity for Mesker to discuss his evaluation with the Council.

Section 6: Vacation and Sick Leave

6.1 Mesker shall be entitled to 75 hours of management leave on the effective date of this agreement and thereafter, Mesker shall accrue vacation, management leave, and sick leave at the same rate as other management employees of the city. The City providing the 75-hours of management leave on the effective date of this Agreement is a one-time occurrence and will not repeat in subsequent years. Accrual, use, and pay-out of these leaves are subject to the same terms and conditions as provided in the City's Personnel Rules and Regulations for other management employees.

Section 7: Disability, Health, and Life Insurance

7.1 City agrees to provide medical, vision, life, disability, and dental insurance for Mesker and his eligible dependents and to pay a portion of the premiums thereon equal to that which is provided to all other management employees of City.

Section 8: Retirement

8.1 Mesker shall participate in the Public Employees Retirement System (PERS) and Social Security Retirement systems on the same terms and conditions as all other City employees.

Section 9: Dues and Subscriptions

9.1 Subject to the Council's discretion to adopt and amend the budget, the City agrees to pay for professional dues and subscriptions necessary for Mesker's full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the City.

Section 10: Professional Development

10.1 Subject to the Council's discretion to adopt and amend the budget, the City agrees to pay for travel and subsistence expenses related to professional and official travel, meetings, and occasions adequate to continue the professional development of Mesker and to adequately pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, League of California Cities periodic and annual conferences, and such other national, regional, state, and local governmental groups and committees thereof which Mesker serves as a member. The City also agrees to budget for and to pay for travel and subsistence expenses of Mesker for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

Section 11: General Expenses

11.1 Mesker shall receive a monthly cell phone/technology allowance on the same terms and conditions as all other City management employees. Mesker will receive motor vehicle reimbursement for use of his personal vehicle at the applicable IRS rate. In the event Mesker incurs other City-related expenses in the course of performing his duties, he can submit requests for reimbursement (provided he submits accompanying receipts

or statements).

Section 12: Civic Club Membership

12.1 City recognizes the desirability of representation in and before local civic and other organizations, and Mesker is authorized to become a member of such civic clubs or organizations. During the term of this Agreement, City, at its sole discretion, may elect to pay some or all of Mesker civic club membership expenses. City Council approval must be obtained before any membership expenses are paid or reimbursed.

Section 13: Indemnification

13.1 City shall defend, hold harmless, and indemnify Mesker against any claim, demand, or other legal action as required by applicable law.

Section 14: Other Terms and Conditions of Employment

14.1 Pursuant to the authority provided in Section 2.44 of the Municipal Code, the Council shall not require Mesker to become or remain a resident of the City. However, the City expects Mesker to become and remain active in community events and activities and to travel to the City immediately in the event of an emergency requiring City Manager attention.

Section 15: Notices

15.1 Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) **CITY:** Mayor, City of Corning, 794 Third Street, Corning, California 96021

(2) **MESKER:** Brant Mesker, at the permanent address on record with the City of Corning.

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16: General Provisions

16.1 The text herein shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Mesker. This Agreement shall become effective commencing September 26, 2023. If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid, or otherwise unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 17: Amendment

17.1 Any amendment of this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the City Council of the City of Corning has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Council Clerk, and Mesker has signed and executed this Agreement, both in duplicate, the day and year first above written.

Robert Snow,
Mayor

Brant Mesker,
Employee

ATTEST:

APPROVED AS TO FORM:

Lisa M. Linnet,
City Clerk

Collin Bogener,
City Attorney

ITEM NO: J-8

ADOPT RESOLUTION 09-26-2023-01 AND
AUTHORIZE THE CITY CLERK TO RECORD
TAX LIENS ON 16 PROPERTIES FOR
DELINQUENT WATER AND/OR SEWER
SERVICE ACCOUNTS IN THE COMBINED
TOTAL AMOUNT OF \$16,263.09.

September 26, 2023

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: TIM POTANOVIC, INTERIM CITY MANAGER 
LISA M. LINNET, CITY CLERK 

SUMMARY:

The City Clerk is requesting City Council authorization to record liens on 16 individual properties in Corning to secure payment of delinquent water and/or sewer fees as allowed in the City's Municipal Code. The combined total owed for all properties as of September 18, 2023 is \$16,263.09.

BACKGROUND:

The Corning Municipal Code provides in Section 13, Section 13.04.430 (Sewer) and Section 13.08.150 (Water) that:

Section 13.04.430 (Sewer): Nonpayment of charges and fees shall result in disconnection of service. Any charge or rental levied by the City pursuant to this Chapter on any premises within the corporate limits of the City having a connection to the City sewerage System is made a lien upon the premises. The Director is authorized, and it shall be his duty, to disconnect any industrial sewer connection or domestic sewer connection on premises located either within the corporate limits of the City or outside the corporate limits of the City, upon failure of the person to whom such charge or rental is billed to pay such charge or rental prior to delinquency. (Ord. 541 (part), 1993); and

Section 13.08.150 (Water): Charges as lien-Nonpayment-disconnection. Any charge levied by the City by or pursuant to this Chapter or the Resolutions made pursuant to the authority hereof on any premises within the corporate limits of the City having a connection to the City Water Distribution System is made a lien upon premises. The water superintendent is authorized, and it shall be his duty to disconnect the water upon failure of the person to whom such charge or rental is billed to pay the charges as set forth in this Chapter. (Ord. 111 §20, 1953 and Ord. 685).

Some of these properties are in foreclosure or abandoned, and others are just repeatedly delinquent in their payments for City water and/or sewer services. To avoid additional loss of revenues through fees from Collection Agencies, Staff seeks Council authority to lien the individual properties.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 09-26-2023-01 AND AUTHORIZE THE CITY CLERK TO RECORD LIENS IN THE COMBINED AMOUNT OF \$16,263.09 FOR DELINQUENT WATER AND/OR SEWER SERVICE ON THE 16 PROPERTIES.

WHEN RECORDED MAIL TO:

**City of Corning
Attn: Lisa M. Linnet, City Clerk
794 Third Street
Corning, CA 96021**



**DELINQUENT AND UNCOLLECTED
WATER AND/OR SEWER PROPERTY LIENS**

City of Corning Resolution No. 09-26-2022-01, A Resolution of the City of Corning Imposing Liens on Parcels listed on the attached Exhibit "A" for Delinquent and Uncollected Water and Sewer Fees for the total combined amount of \$16,263.09.

RESOLUTION 09-26-2023-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
AUTHORIZING RECORDING OF RESOLUTION 09-06-2023-01 AND
ATTACHED NOTICE OF LIENS FOR DELINQUENT AND UNCOLLECTED WATER
AND/OR SEWER FEES IN THE COMBINED AMOUNT OF \$16,263.09 ON 16
PROPERTIES THAT ARE LOCATED WITHIN THE SPHERE OF INFLUENCE OF THE
CITY OF CORNING AND LISTED ON EXHIBIT "A" ATTACHED**

WHEREAS the 16 properties listed on the attached Exhibit "A" are delinquent on their water and/or sewer accounts in the combined amount of \$16,263.09 due to either foreclosure, abandonment, or non-payment; and

WHEREAS due notice has been given to the person or persons having an interest in said properties and no appeal was timely filed from the determination made of the amount of delinquent water and sewer fees;

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORNING DOES HEREBY DIRECT AND FIND AS FOLLOWS:

1. The City of Corning, pursuant to the authority granted under the City of Corning Municipal Code, Section 13.04.430 (Sewer), does hereby impose liens on the real properties described in Exhibit "A", attached hereto, and incorporated herein by reference, for further delinquent and uncollected Water and/or Sewer Fees; and
2. The matter having now come before the Mayor and Council for confirmation of the amount of the liens to be imposed, the following fees are found to have been delinquent after proper notification to the property/business owners pursuant to proceedings under the above referenced provisions of the Corning Municipal Code; and
3. The statements of additional fees on file with the City Clerk in the amount of \$16,263.09 are hereby confirmed and adopted as a lien against the 16 properties identified in Exhibit "A" hereto; and
4. The Notice of Lien attached hereto as Exhibit "B" is hereby approved and the City Clerk is hereby directed to record a certified copy of this Resolution and the attached Notice of Lien with the Tehama County Clerk and Recorder.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on September 26, 2023 by the following vote:

AYES:

OPPOSED:

ABSENT:

ABSTAIN:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution 09-26-2023-01) 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 26th day of September 2023 by the votes listed above.

Lisa M. Linnet, City Clerk

EXHIBIT "A"
16 Delinquent Water and/or Sewer Lienable Properties
(City of Corning)

APN #	Service Address	Balance Due	APN Listed Owner	APN or (*) Billing Mailing Address	Name on Account
071-131-005-000	714 Fifth St.	\$885.79	Mohammed Habeeb	1631 Peregrino Way, San Jose, CA 95125	Mohammed Habeeb
071-131-005-000	1302 Solano St., Ste. A	\$985.79	Ahmed & Hajera A. Ali	1631 Peregrino Way, San Jose, CA 95125	Ahmed & Hajera A. Ali
071-131-005-000	1304 Solano St., Ste. A & B	\$1,936.56	Mohammed Habeeb	1631 Peregrino Way, San Jose, CA 95125	Mohammed Habeeb
071-131-005-000	1306 Solano St.	\$985.79	Ahmed & Hajera A. Ali	1631 Peregrino Way, San Jose, CA 95125	Ahmed & Hajera A. Ali
071-131-005-000	1308 Solano St.	\$985.79	Mohammed Habeeb	1631 Peregrino Way, San Jose, CA 95125	Mohammed Habeeb
071-131-005-000	1310 Solano St.	\$1,162.72	Ahmed & Hajera A. Ali	1631 Peregrino Way, San Jose, CA 95125	Ahmed & Hajera A. Ali
071-340-012-000	233 Rio Verde Ct.	\$1,162.72	Barbara Burrell	233 Rio Verde Ct., Corning, CA 96021	Barbara Burrell
071-243-019-000	1212 Center St.	\$1,695.72	Calderon Javier Fuentes	1816 Anamor St., Redwood City, CA 94601	Calderon Javier Fuentes
071-124-008-000	1518 Marin St.	\$1,087.88	Chandler, James	48371 Sawleaf St., Fremont, CA 94539	Chandler, James
071-173-008-000	1216 South St.	\$885.66	Jolley, Keith A. & Patricia K.	3513 Beacon Dr., Anderson, CA 96007	Jolley, Keith A. & Patricia K.
071-134-004-000	1213 Solano St.	\$985.79	Lince, Mauro	24201 Loleta Ave., Corning, CA 96021	Lince, Mauro
071-172-005-000	1020 Fifth Ave.	\$637.03	Reynolds, Robt D. ETAL	1020 Fifth Ave., Corning, CA 96021	Reynolds, Robt D. ETAL
071-175-004-000	1105 Marin St.	\$851.35	Torres, Jorge	1109 Marin St., Corning, CA 96021	Torres, Jorge
071-106-004-000	1423 Butte St.	\$666.30	White, Winofred	1423 Butte St., Corning, CA 96021	White, Winofred
091-290-043-000	24689 Gardiner Ferry Rd.	\$866.43	Duenas, Carmen	24689 Gardiner Ferry Rd., Corning, CA 96021	Duenas, Carmen
087-040-058-000	3090 Hwy. 99W	\$481.77	Judge Gurpreet Singh	3090 Hwy. 99W, Corning, CA 96021	Judge Gurpreet Singh
	Total:	\$16,263.09			

EXHIBIT "B"

RETURN TO:

**CITY OF CORNING
794 THIRD STREET
CORNING, CA 96021**

**NOTICE OF LIEN
(Delinquent Uncollected Water and Sewer Fees)**

The City of Corning, a Municipal Corporation, (hereafter "City") with offices at City Hall, 794 Third Street, Corning, California, 96021, gives notice that it claims liens for the costs of delinquent uncollected Water and/or Sewer Fees upon the real properties listed on the attached Exhibit "A". These liens are claimed under the provisions of the City of Corning Municipal Code Sections 13.04.430 (Sewer, Ordinance 541 (part), 1993), and 13.08.150 (Water, Ordinance 111 §20, 1953).

Take notice that the City and its Mayor and Council, by action recorded in their official minutes of September 26, 2023 have assessed the combined amount of \$16,263.09 as the delinquent uncollected Water and/or Sewer Fees for the 16 properties identified on the attached Exhibit "A". The specified sums shall be liens upon said real property until it has been paid in full and discharged of record. The Finance Director has complied with all provisions of the Corning Municipal Code in determining the amount required to be paid.

The real properties upon which these liens are claimed are located within the "Sphere of Influence" of the City of Corning, County of Tehama, State of California and are described on the attached Exhibit "A".

Resolution No.: 09-26-2023-01

Reference: Delinquent and Uncollected Water and/or Sewer Fees

Lisa M. Linnet, City Clerk

(Acknowledgment is not required pursuant to GC §27282)

ITEM NO.: J- 9
ADOPT RESOLUTION NO. 9-26-2023-02
APPROVING A RURAL FIRE CAPACITY
ASSISTANCE (RFC) AGREEMENT IN
THE AMOUNT OF \$8,870.92 WITH
CALFIRE, AND AUTHORIZE THE CITY
MANAGER TO SIGN THE AGREEMENT

September 26, 2023

TO: HONORABLE MAYOR AND COUNCIL

FROM: TIM PATONOVIC, CITY MANAGER
TOM TOMLINSON, FIRE CHIEF

SUMMARY:

Chief Tomlinson has received notification that the City of Corning Fire Department's 2023 RFC Application was selected for funding from the Department of Forestry and Fire Protection in the amount of \$8,870.92. As stated in the Grant Application, these funds will be utilized to aid the Corning Volunteer Fire Department in the purchase of:

<u>Item & Quantity</u>	<u>Cost Each</u>	<u>Total Cost</u>
❖ 1 BKR5000 6 Radio Wildland Pack	\$17,741.84	\$ 17,741.84

Grant terms require a grant match in the amount of \$8,870.92 and adoption of the attached Resolution approving a Volunteer Fire Assistance Program Agreement between the City of Corning and the California Department of Forestry and Fire Protection. The attached Resolution will also require Council authorization for the City Manager to execute the Agreement and any amendments thereto. All Grant Awarding Package documents must be completed and returned by December 1, 2023.

FUNDING:

Staff incorporated in the 2022/2023 Budget, \$8,870.92 from the Safety Item/Fire Fund (001-6552-2300) as the City's 50% grant fund match. This line item is used specifically to fund the purchase of various types of safety equipment.

RECOMMENDATION:

MAYOR AND COUNCIL:

1. ADOPT RESOLUTION NO. 09-26-2023-02 APPROVING AGREEMENT NO. 7GF23305 BETWEEN THE CITY OF CORNING AND THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION; AND,
2. AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE THE AGREEMENT AND ANY AMENDMENTS ON BEHALF OF THE CITY OF CORNING; AND,
3. APPROVE THE EXPENDITURE OF THE BUDGETED \$8,870.92 FROM FUND 001-6552-2300 FOR THE GRANT MATCHING FUND CRITERIA.

RESOLUTION NO.: 9-26-2023-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
APPROVING AGREEMENT NO. 7GF23305 BETWEEN
THE CITY OF CORNING AND THE
CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

WHEREAS the City Council of the City of Corning approves the **California Department of Forestry and Fire Protection Agreement No. 7GF23305** for services from the date of last signatory on page 1 of the Agreement to June 30, 2024 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Corning that said Council does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date of page 6 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023/2024 up to and no more than the amount of **\$8,870.92**.

BE IT FURTHER RESOLVED that **Tim Potanovic, City Manager** is hereby authorized to sign and execute said Agreement and any amendments on behalf of the **City of Corning**.

The foregoing Resolution was duly passed and adopted by the **City Council of the City of Corning** at a regular meeting held on this **26th** day of **September 2023** by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I **Lisa M. Linnet**, City Clerk of the **City of Corning**, County of **Tehama**, California do hereby certify that this is a true and correct copy of the original Resolution Number **09-26-2023-02**.

WITNESS MY HAND OR THE SEAL OF THE City of Corning, on this **26th** day of **September 2023**.

ATTEST:

**Lisa M. Linnet, City Clerk
City of Corning**

**ITEM NO.: J-10
REQUEST CITY COUNCIL
DIRECTION TO DONATE OR SELL
USED PLAYGROUND EQUIPMENT
FROM NORTHSIDE KIDDIE PARK
AS ONE LOT ON AN AS-IS BASIS.**

September 26, 2023

TO: HONORABLE COUNCILMEMBERS

**FROM: CHRISSY MEEDS, PLANNER II/RECREATION COORDINATOR
TIM POTANOVIC, INTERIM CITY MANAGER**

BACKGROUND:

The City Public Works crew removed the playground equipment with the exception of the dinosaur, from Northside Kiddie Park. During the removal Staff was approached by James Turnes, Pastor of New Life Assembly Church in Corning, regarding the possible donation of the used equipment to the church. The City had planned to dispose of the equipment as it has no value.

Staff are now seeking City Council direction regarding the disposal of the equipment. Staff provides the following options for consideration:

1. Disposal of the equipment;
2. Put it out to bid as one lot as was done previously with the Yost Park playground equipment replaced in 2020; or
3. Donate it to The New Life Assembly Church as one unit on an as-is basis.

If option 2 is chosen, Staff can advertise the equipment on Craigs List, Facebook Marketplace, and the City's website with bids due no later than October 5th at 5:00pm.

RECOMMENDATION:

MAYOR AND CITY COUNCIL DIRECT STAFF TO DONATE OR DISPOSE OF USED PLAYGROUND EQUIPMENT REMOVED FROM NORTHSIDE PARK BY:

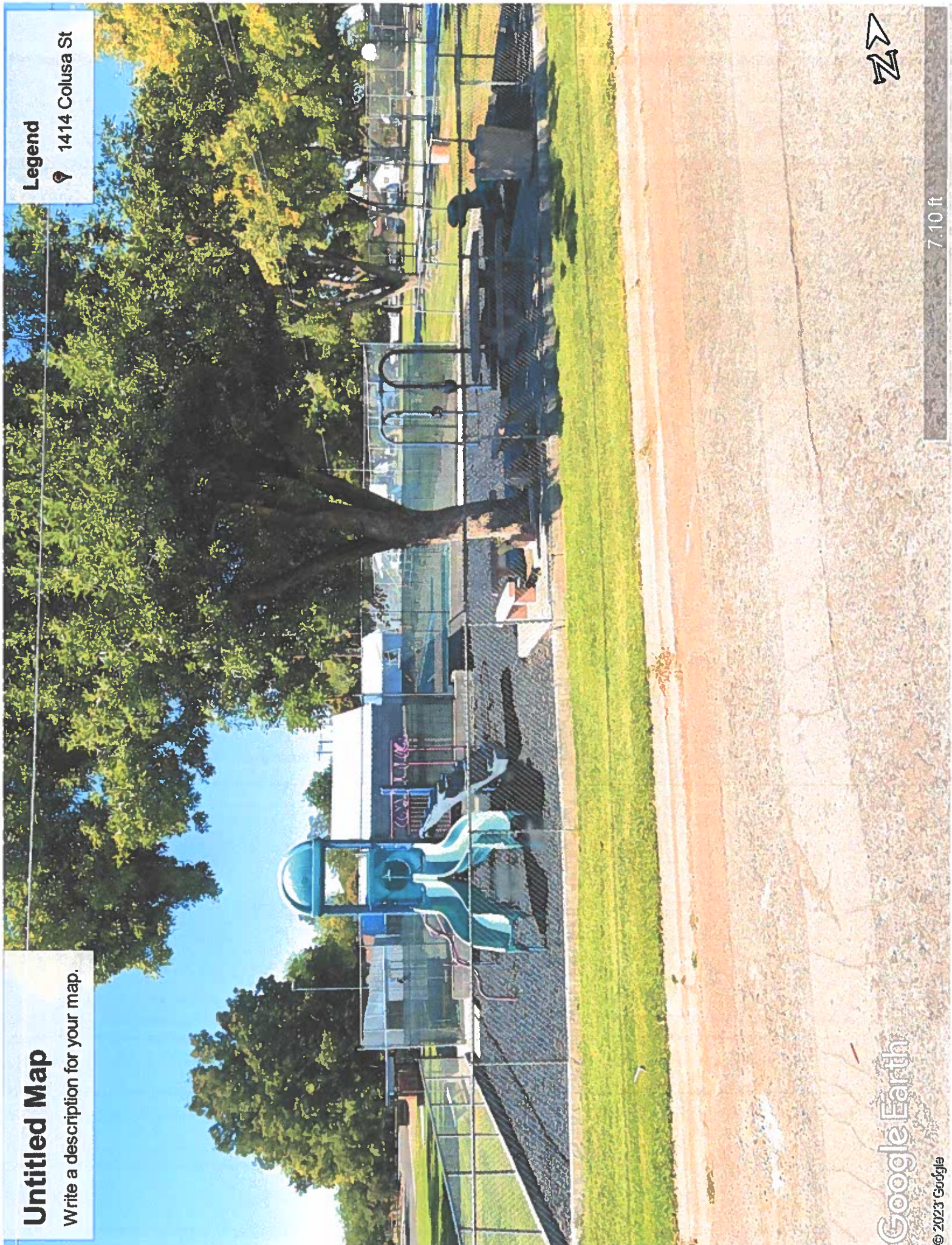
1. DISPOSAL OF THE EQUIPMENT; OR
2. PLACE THE EQUIPMENT OUT TO BID AS ONE LOT AS DONE PREVIOUSLY WITH THE YOST PARK PLAYGROUND EQUIPMENT WITH A CLOSING DATE OF THURSDAY, OCTOBER 5, 2023 AT 5:00pm; OR
3. DONATE THE USED PLAYGROUND EQUIPMENT TO THE NEW LIFE ASSEMBLY CHURCH AS ONE LOT ON AN "AS IS" BASIS.

Untitled Map

Write a description for your map.

Legend

📍 1414 Colusa St



Google Earth

© 2023 Google

7.10 ft

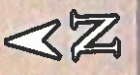
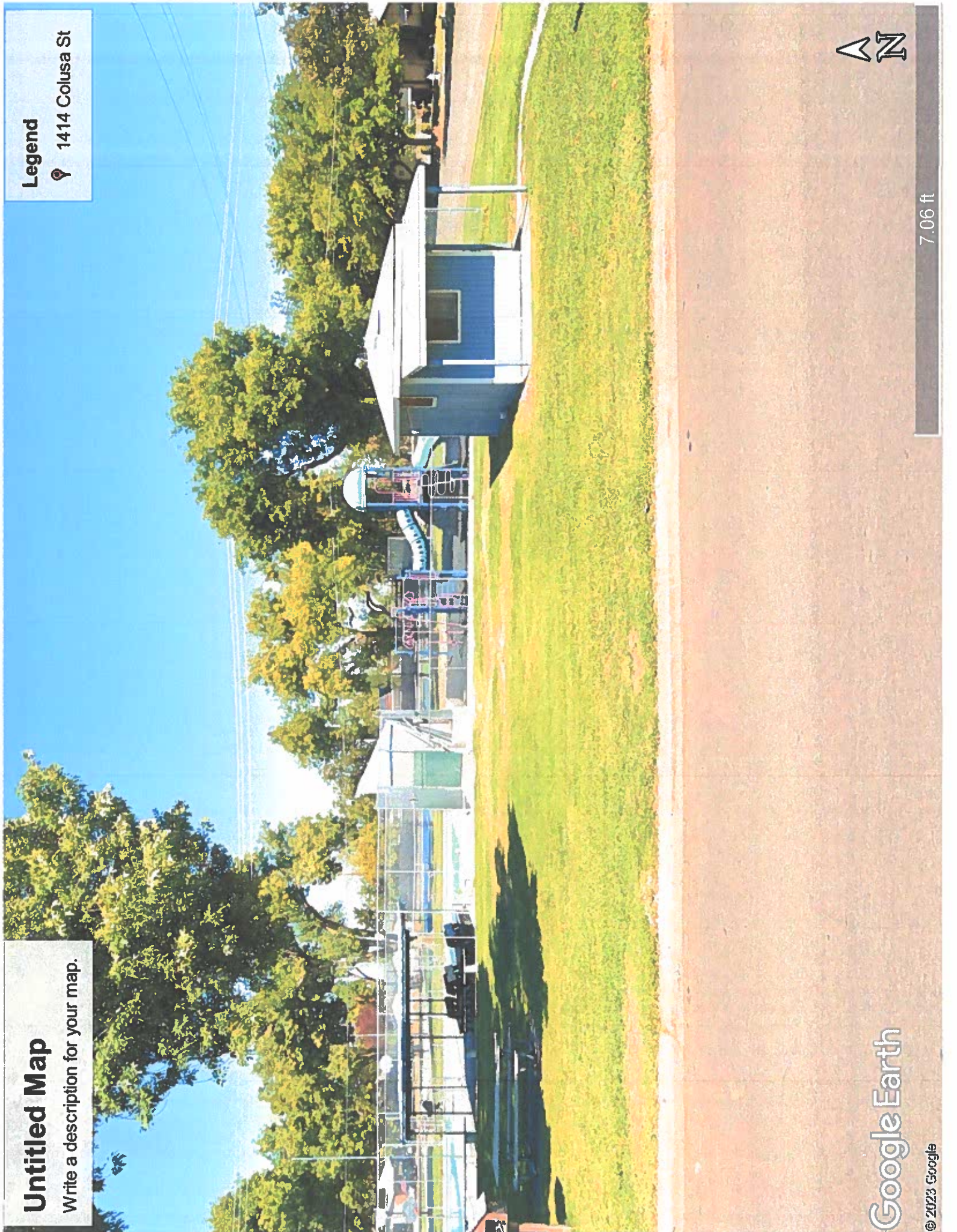


Untitled Map

Write a description for your map.

Legend

📍 1414 Colusa St



**ITEM NO.: J-11
APPROVE DEVELOPMENT REIMBURSEMENT
AGREEMENT FOR A WATER AND SEWER
CROSSING ACROSS INTERSTATE 5 AT
CORNING ROAD TO GALLELI REAL ESTATE**

September 26, 2023

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: LISA LINNET, ADMINISTRATIVE SERVICES MANAGER
COLLIN BOGENER, CITY ATTORNEY**

SUMMARY:

American Rescue Plan Act of 2021 funds were approved by the City Council to fund a Reimbursement Agreement for a water and sewer crossing, 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. The Request for Proposals was authorized by the City Council for issuance at the March 14, 2023 City Council meeting. Proposals were received from Galleli Real Estate and Takhar Properties. The proposals were evaluated by staff. The proposal from Takhar Properties was deemed non-responsive by all staff evaluators because it did not provide a required pro-forma. The Galleli Real Estate proposal included all required items. Further, the Galleli Real Estate proposal scored higher than the Takhar Properties proposal in total.

On May 23, 2023, the City Council awarded the reimbursement to Galleli Real Estate and directed the City Attorney to negotiate the Reimbursement Agreement with Galleli and bring that Agreement back for City Council approval. After some back and forth with Galleli on this issue, the terms of the Reimbursement Agreement were reached, which staff recommends is approved by Council.

BACKGROUND:

Development of the westside of Interstate 5 is hindered by a lack of water and sewer infrastructure. Major development projects have pulled out after realizing there is no infrastructure, resulting in lost revenue for the City. As the State transitions to electric vehicles the City is at risk of losing a major revenue source for the City, sales tax from fuel. The City must diversify its revenue sources to provide long-term fiscal stability to the City.

The City has been working on two crossings to expand water and sewer infrastructure to the westside of Interstate 5 for years. Approximately \$1,594,396 of Act funding was approved by the City Council to fund a Reimbursement Agreement for a water and sewer crossing, whereby the developers would fund the cost of the bore with the City reimbursing them for all or a great portion of the work after it is completed.

The American Rescue Plan Act of 2021 (Act) appropriated Coronavirus State and Local Fiscal Recovery Funds for allocation by the U.S. Department of the Treasury to states, counties, metropolitan cities, and small cities with populations under 50,000 (referred to as non-entitlement units of local government). Award amounts are based on each entity's share of the population within each group. The City of Corning received \$1,844,396.

FINANCIAL:

No General Fund Impact. Funding is allocated from the Act.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

**APPROVE DEVELOPMENT REIMBURSEMENT AGREEMENT FOR A WATER AND
SEWER CROSSING ACROSS INTERSTATE 5 AT CORNING ROAD TO GALLELI REAL
ESTATE**

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement for Public Improvements (the "Agreement") is made this **26TH** day of **September, 2023** by and between the City of Corning, a California municipal corporation ("City"), and Gallelli & Sons, LLC ("Developer").

RECITALS

A. Developer is the owner and developer of certain real property in the City of Corning, County of Tehama (the "Developer Property"). A legal description of the Developer Property is attached hereto as **Exhibit "A"** and incorporated herein by reference. Developer intends to design and construct a commercial development, which includes retail, restaurants, gas stations, community service uses and a hotel, called "Corning Crossroads" ("the "Project.")

B. As a condition of regulatory approval by the City for the Project, the Developer is required to design, construct and install, among other things, off-site improvements consisting of the extension of water and sewer services from Developer's Property to the eastside of Interstate 5, where it can connect to existing water and sewer services (the "Public Improvements"). The Public Improvements, and engineering cost estimate, are more specifically described in **Exhibit "B"** attached hereto and incorporated herein by reference.

C. For the Public Improvements, the City will reimburse the Developer in an amount not to exceed one million five hundred ninety thousand dollars (\$1,590,000.00), subject to certain terms and conditions as set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by City and Developer as follows:

TERMS

- 1. Incorporation of Recitals.** The parties hereby agree that the above recitals are true and correct and are therefore incorporated herein by reference.
- 2. Design of Public Improvements.** Subject to reimbursement as set forth herein, Developer shall be solely responsible for the design of the Public Improvements plans in accordance with all local, state, and federal laws and regulations, including all costs and expenses therefor. Prior to initiation of construction and installation, Developer shall submit the plans and specifications for approval by the City for the review and ultimate acceptance of legal title to the Public Improvements. Developer shall be solely responsible for obtaining all required federal, state, and local permits and approvals. The plans and specifications for the Public Improvements shall be approved by the Engineer of the City, subject to his/her sole and absolute discretion.
- 3. Construction and Installation of the Public Improvements.** Subject to reimbursement as set forth herein, Developer shall be solely responsible for construction and installation of the Public Improvements in accordance with all local, state, and federal laws and regulations, as well as coordinating with the staff of the City to arrange the required inspection of the Public Improvements including all costs and expenses therefor. The City may, but shall not be legally obligated to, monitor the contracting process.

of time following execution of this Agreement. Developer shall be solely responsible for securing appropriate bids and awarding contracts for construction and installation of the Public Improvements in compliance with applicable federal, state, and local laws, rules and regulation.

5. **Bonds.** Prior to the commencement of construction of the Public Improvements, Developer shall cause the contractor to provide the Developer with a faithful performance bond and a payment bond (and accompanying multiple obligee rider) in an amount equal to no less than 100% of the total cost of the Public Improvements. The bonds must be provided by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business in the State of California and reasonably satisfactory to the City. The faithful performance and payment bonds must also expressly list the Developer and City as dual-obligees thereunder.
6. **Billings; Records.** Developer shall be responsible for paying all charges within the time required by state law. Developer shall maintain complete and accurate records with respect to all costs and expenses pursuant to this Agreement. All such records shall be clearly identifiable. Developer shall allow a representative of the City, during normal business hours to examine, to audit and make transcripts or copies of such records and any other documents, proceedings, and activities related to the Agreement for a period of three (3) years from the termination of this Agreement.
7. **Inspection and Transfer of Public Improvements.** Without modifying or limiting Developer's obligations under this Agreement, the City shall inspect and test the Public Improvements. The City shall have access to the Public Improvements site at all times to conduct any tests or inspections. Any deficiencies in the Public Improvements shall be corrected by Developer at its sole cost and expense. Upon completion of the Public Improvements to the satisfaction of the City, the Public Improvements shall be presented to the City for acceptance. The City shall accept the Public Improvements ("Public Improvements Acceptance") if it determines that it was constructed in accordance with approved plans, specifications and contract documents, that it operates satisfactorily, all unconditional waivers and releases of mechanics' liens have been provided, and that all other requirements of this Agreement have been satisfied. Upon acceptance of the Public Improvements, Developer shall assign to the City all of Developer's rights and remedies, including warranties, as set forth in the approved contract documents.
8. **Liability for Public Improvements Prior to Public Improvements Acceptance.** Until the Public Improvements Acceptance, Developer shall be solely responsible for all damage to the Public Improvements, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the sole or active negligence or willful misconduct of the City, its agents or employees.
9. **Guarantee.** Developer shall guarantee all work and materials for the Public Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of the Public Improvements Acceptance. Developer shall repair or remove and replace any and all such work, together with any other work which may be displaced in so doing, that is found to be defective in workmanship or materials within the one-year period, without any expense whatsoever to the City. In the event Developer fails to comply with the above-mentioned provisions within thirty (30) days after being notified in writing (or in cases

of emergency, immediately), the City shall be authorized to proceed to have the defects remedied and made good at the sole cost and expense of Developer, who is hereby contractually bound to pay the costs and charges therefor immediately upon demand. Such action by the City will not relieve Developer of the guarantee required by this section. This section shall not, in any way, limit the liability of Developer or any other party for any latent and patent design or construction defects in the work subsequently discovered by the City.

10. **Terms of Reimbursement.** The City shall reimburse the Developer for the design and construction costs of the Public Improvements in amount not to exceed one million five hundred ninety thousand dollars (\$1,590,000.00) (the "Reimbursement Amount"). Any design or construction costs above the Reimbursement Amount shall be the responsibility of Developer. The design costs shall include the design, and permitting, of the Public Improvements only and shall not include any such costs for Developer improvements. The City agrees that it will be responsible for engaging the California Department of Transportation for the permitting required through that agency for the Public Improvements, but Developer remains responsible for completing the permit application process and otherwise ensuring compliance for that permit. Upon Public Improvements Acceptance and completion of all grading work on Developer's Property necessary for the Project, the Developer shall submit a written request for the Reimbursement Amount to the City for review and approval. The request shall include any document, requirement, evidence or information in the Developer's possession or under the Developer's control that City may reasonably request with regard to the Public Improvements and Public Improvements Acceptance. This includes without limitation, if the City requests, copies of the notice to proceed with the Public Improvements, notice of completion of the Public Improvements, any and all contracts and change orders entered into to complete the design and construction of the Public Improvements, invoices and checks for payment of the design and construction of the Public Improvements, and any and all other documents required by this Agreement. The City will promptly review and approve, if acceptable, the reimbursement requests within thirty (30) calendar days following the date of submittal.

If the reimbursement request is approved and in compliance with the provisions of this Agreement, City will remit payment to the Developer for the Reimbursement Amount within the said thirty (30) calendar days following the reimbursement request being approved. The City shall not be responsible for any Developer improvements.

11. **Term.** Unless otherwise terminated as provided herein, the term of this Agreement shall be five (5) years or full payment of the Reimbursement Amount, whichever comes first. If the Public Improvements are not complete at the end of the 5-year period, the City shall have no obligation to reimburse Developer. However, the indemnification and insurance provisions contained herein shall survive termination of the Agreement and continue to govern the parties. Developer waives any right to reimbursement for the installation of the Public Improvements except as contained in this Agreement.
12. **Requirement to Obtain Easements.** Developer shall be responsible for acquiring any and all easements required to complete the Public Improvements. The costs in obtaining these easements will also be reimbursed by the City pursuant to the terms of paragraph 10 above.

13. **Standard of Care; Safety.** Developer shall ensure that all work is performed in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals and contractors in the same discipline in the State of California. Developer shall procure the services of professionals and contractors skilled in the professional calling necessary to design and construct the Public Improvements. All employees and subcontractors working on the Public Improvements shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform such work on the Public Improvements, and all such licenses and approvals shall be maintained throughout the term of their work on the Public Improvements. Developer shall ensure that it and its consultants and contractors execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out their work, they shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Public Improvements, a threat to the safety of persons or property, or any employee who fails or refuses to perform his or her work in a manner acceptable to the City, shall be promptly removed from the Public Improvements.
14. **Indemnification.** Developer shall defend (with counsel of City's choice), indemnify and hold the City, its officials, officers, consultants employees and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages or injuries to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Developer, its members, officials, officers, employees, agents, consultants and contractors arising out of or in connection with this Agreement or the design, construction or installation of the Public Improvements, including without limitation, the payment of all attorneys' fees and other related costs and expenses however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the City or its officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the City or its officials, officers, employees, or authorized volunteers.. At a minimum, this indemnification provision shall apply to the fullest extent of any warranty or guarantee implied by law or fact, or otherwise given to Developer by Developer's design consultant(s) or contractor(s) for the Public Improvements. In addition, this indemnity provision and any such warranties or guarantees shall not limit any liability under law of such consultants or contractors. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents. With respect to Liabilities resulting from any patent deficiency, this indemnification shall terminate four years after City's acceptance of the Projects; and, with respect to Liabilities resulting from any latent deficiency; this indemnification shall terminate ten years after City's acceptance of the Projects. The term "patent deficiency" shall have the meaning ascribed to such term in Code of Civil Procedure section 337.1. The term "latent deficiency" shall have the meaning ascribed to such term in Code of Civil Procedure section 337.15.

15. Insurance.

(a) Requirement. Developer shall require all persons performing work on the Public Improvements, including its consultants, contractors, and subcontractors, to procure and maintain, at their expense, until full and adequate completion of the Public Improvements, insurance against claims for injuries to persons or damages to property which may arise out of or in connection with the performance of their work or that of their agents, representatives, employees, or subcontractors.

(b) Minimum Scope and Limits of Coverage. Such insurance shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability; (2) Automobile Liability: Insurance Services Office Business Auto Coverage (any auto); and (3) Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Such insurance shall have limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage (if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Public Improvements/location or the general aggregate limit shall be twice the required occurrence limit); (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

16. Control and Payment of Subordinates; Independent Contractor. All work on the Public Improvements shall be performed by Developer or under its supervision. Developer and its consultants will determine the means, methods, and details of performing the work subject to the requirements of this Agreement. City retains Developer on an independent contractor basis and not as an employee. Developer retains the right to perform similar or different work for others during the term of this Agreement. Any additional personnel performing the work under this Agreement on behalf of Developer shall also not be employees of City, and shall at all times be under the exclusive direction and control of Developer or its consultants. All wages, salaries and other amounts due such personnel in connection with their performance of work under this Agreement and as required by law shall be paid by Developer or its consultants and contractors. Such entities shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

17. Termination. In the event either party defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement upon thirty (30) days prior written notice to the defaulting party.

18. Labor/Prevailing Wages. Developer is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., and the implementing regulations promulgated thereunder (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements if it is determined that the Developer's contract(s) with its contractor(s) to construct the

Public Improvements are "public works" contracts under the Prevailing Wage Laws. It is the responsibility of the Developer to ensure that each contractor and subcontractor hired to construct the Public Improvements comply with all applicable requirements of the Prevailing Wage Laws. Developer agrees to defend, indemnify and hold the City and its officials, officers, employees and agents free and harmless from any claim or liability including, without limitation, damages, penalties, attorneys' fees and court costs, arising from any failure or alleged failure to comply with these provisions of the Labor Code, including the Prevailing Wage Laws.

19. **Attorneys' Fees.** In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to its reasonable attorneys' fees, expert fees and other reasonable costs of defense.
20. **Developer Assignment.** In no event shall the Developer assign or transfer any portion of this Agreement without the prior express written consent of City, which consent may be given or withheld in City's sole discretion; provided, however, Developer shall be permitted to absolutely or collaterally assign its right to receive payments hereunder to any person or entity who acquires all or any part of the Property or who makes a loan secured by all or any part of the Property.
21. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
22. **Invalidity and Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
23. **Cooperation; Further Acts.** The parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
24. **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Tehama County.
25. **Labor Certification.** By its signature hereunder, Developer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. Developer agrees to comply with such provisions and to require its consultants to comply with such provisions before commencing any work on the Plans.
26. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.
27. **No Third Party Beneficiaries.** There are no intended third-party beneficiaries of any right or obligation assumed by the parties.
28. **Construction; Captions.** Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various articles and paragraphs are for convenience and ease of

reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

29. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.
30. **Notices.** All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other addresses as the respective parties may provide in writing for this purpose:

CITY OF CORNING
City Manager Kristina Miller
794 Third Street
Corning, CA 96021

GALLELLI & SONS, LLC
Gary Gallelli, Jr., Member
3005 Douglas Blvd #200
Roseville, CA 95661

Such notice shall be deemed made when personally delivered, upon fax confirmation of the sender, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, certified mail, return receipt requested, to the party at its applicable address.

31. **Authority to Enter into Agreement.** City and Developer warrant that they have all requisite power and authority to execute and perform this Agreement. Each person executing this Agreement on behalf of their party warrants that he or she has the legal power, right, and authority to make this Agreement and bind his or her respective party.
32. **Integration.** This Agreement represents the entire understanding of City and Developer as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This integrated Agreement may not be modified or altered except in writing signed by both parties hereto.
33. **Severability and Waiver.** The unenforceability, invalidity, illegality, or unconstitutionality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, illegal, or unconstitutional. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as the dates set forth above.

CITY OF CORNING

GALLELLI & SONS, LLC

By: _____
Robert Snow, Mayor
City of Corning

By: _____
Gary Gallelli, Jr., Member

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 069-210-043, 069-210-049, 069-220-001 and 069-220-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CORNING, COUNTY OF TEHAMA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel One:

All that portion of Lot 3 in Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38, lying South and East of the following described line:

Commencing at that certain monument identified as "A" 466+17.858 P.O.T., as shown on the map filed in the Tehama County Recorder's Office, January 25, 1962, in Book N of Maps, at page 38, thence, along said Control Line, North 863.62 feet, thence leaving said Control Line, North 89° 42' 19" West, 465.00 feet, thence South 00° 17' 41" West, 40.00 feet to a point herein below referred to as Point "A", thence North 89° 42' 19" West, 85 feet to a point on the East line of said Lot 3, being the true point of beginning of this description, thence, continuing North 89° 42' 19" West, 150 feet, more or less, to a point for a total distance of 235.00 feet from said Point "A", thence, South 46° 44' 14" West, 35.57 feet, thence parallel with said Control Line South 360.64 feet to a point hereinbelow referred to as Point "B", thence along a curve to the left with a radius of 770.00 feet, a distance of 236 feet to the South line of said Lot 3.

Excepting therefrom all the portion of Lot 3 in Block 118 of Maywood Colony No. 16, situate in Section 21, Township 24 North, Range 3 West, Mount Diablo Base and Meridian, Tehama County, California, filed in the office of the County Recorder of the County of Tehama, State of California, March 20, 1899, in Book B of Maps, at page 38, and more particularly described as follows:

Commencing at the corner common to Sections 15, 16, 21 and 22, Township 24 North, Range 3 West, Mount Diablo Base and Meridian, thence, along the Section line common to Sections 16 and 21 North 86° 56' 00" West, 1455.79 feet, said Section line lies within Corning Road right of way. Thence, South 40.00 feet, to a point referenced with a 3/4 inch iron pipe survey monument marked RCE 14359, said point being on the Southerly right of way line of Corning Road, said point also being the true point of beginning of this description, thence, along a frontage road right of way South 46° 44' 14" West, 35.57 feet, to a point reference with a 3/4 inch iron pipe survey monument marked RCE 14359, thence continuing along frontage road right of way South, 153.12 feet, thence leaving said right of way East, 160.00 feet, to a point referenced with a 3/4 inch iron pipe monument marked RCE 14359, thence North 175.00 feet, to a point referenced with a 3/4 inch pipe survey monument marked RCE 14359, said point lying on the Southerly right of way line of Corning Road, thence, along said Southerly right of way line, North 88° 56' 00" West, 134.12 feet, to the true point of beginning of the herein described parcel.

Parcel Two:

The West half of Lot 2 of Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38.

Excepting therefrom that portion thereof conveyed to the State of California by Deed dated May 9, 1962 and recorded June 29, 1962 in Book 414, page 357, Official Records of Tehama County, described as follows:

That portion of the West half of Lot 2 in Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38, as conveyed to Ralph F. Rader, et ux, by Deed recorded January 6, 1960, in Book 362, page 343, Official Records of Tehama County, lying North of a line described as follows:

Commencing at that certain monument identified as "A" 466+17.858 P.O.T., as shown on the map filed in the Tehama County Recorder's Office, January 25, 1962, in Book N of Maps, at page 38, thence along said Control Line North 752.14 feet, thence leaving said Control Line West 120.00 feet to a point hereinafter referred to as Point "A", thence North 70° 37' 46" West, 123 feet, more or less, to the point of intersection with the East line of

EXHIBIT "A"
Legal Description
(continued)

said West half of Lot 2, last said point being the true point of beginning of this line, thence continuing North 70° 37' 46" West, 16 feet, more or less, for a total distance along this course of 139.14 feet from said Point "A", thence North 80° 59' 24" West 217.08 feet, thence North 83° 56' 00" West 15 feet, thence continuing North 88° 56' 00" West, 70 feet, more or less, (hereinafter referred to as Course "A") to the point of termination of this line on the West line of said Lot 2.

Parcel Three:

That portion of Lot 7 and the East half of Lot 2 in Block 118 of Maywood Colony No. 16, as the same is shown on the map filed in the Tehama County Recorder's Office, March 20, 1899, in Book B of Maps, at page 38, described as follows:

Commencing at the certain monument identified as "A" 478+24.739 P.O.T., as shown on the map entitled "Survey of a Control Line for State Highway Purposes" recorded January 25, 1962 in Book N of Maps at page 38, Tehama County Records, thence along said Control Line, South 00° 00' 00" West, 343.26 feet, thence, leaving said Control Line, North 88° 56' 00" West, 250.00 feet, thence South 01° 04' 00" West, 70.00 feet, thence South 70° 37' 46" East, 23 feet, more or less, to the point of intersection with the West line of the East half of said Lot 2, last said point being the true point of beginning of this parcel, thence continuing South 70° 37' 46" East, 116 feet, more or less, (hereinafter referred to as Course "A") for a total distance along this course of 139.14 feet, thence South 00° 00' 00" West, 570.00 feet, thence, South 01° 25' 56" East, 235.13 feet to the Northeasterly line of the land conveyed to John B. Wilson, et ux, by Deed recorded October 5, 1964, in Book 459, at page 333, Official Records of Tehama County, thence, along said Northeasterly line, North 56° 23' 09" West, 500 feet to the North line of Lot 7, thence, along said North line Easterly 285 feet, more or less, to the Southwest corner of the East half of said Lot 2, thence, along the West line of said East half, Northerly, 577 feet, more or less, to the true point of beginning.

The bearings and distances used in the above description are on the California Coordinate System, Zone 1. Divide distances shown by 1.00000780 to obtain ground level distances.

EXHIBIT "B"

Corning Sewer/Water Extension Engineer's Preliminary Opinion of Costs				
for Gallelli & Sons, Inc				
				April 2023
Option 1 (Commercial Lot Route)				
Item	Quantity	Unit	Unit Cost	Item Total
Clearing/Roadway Work				
Demo, Clear, and Grub	1.0	acre	\$20,000.00	\$20,000
& pavement replacement			Lot & Roadway Total	\$20,000
Water				
8" Water Main	932	lf	\$140.00	\$130,480
12" Casing / 8" Water Main	251	lf	\$600.00	\$150,600
Jack & Bore Pits	2	ea	\$20,000.00	\$40,000
8" Tee or Cross	3	ea	\$3,200.00	\$9,600
8" Gate Valve	6	ea	\$6,000.00	\$36,000
8" Tie In to Existing Main	1	ea	\$20,000.00	\$20,000
1" Water Service Connection	1	ea	\$2,000.00	\$2,000
			Water Total	\$388,680
Sewer				
Sanitation Sewer Manhole	2	ea	\$6,700.00	\$13,400
4" Force Main	619	lf	\$86.50	\$53,544
6" Gravity Line	292	lf	\$90.00	\$26,280
8" Dir Drilling Casing / 4" FM	251	lf	\$380.00	\$95,380
4" Lateral	30	lf	\$80.00	\$2,400
Sewer Lift Station w/ emerg gen	1	lump	\$400,000.00	\$400,000
			Sewer Total	\$591,004
			Subtotal	\$999,684
			Contingencies (20%)	\$199,937
			Engineering, Permitting, Inspection (5%)	\$49,984
			Total	\$1,249,604
Note: Items based on prevailing wages				



4/21/2023