



**CITY OF CORNING  
CITY COUNCIL AGENDA  
TUESDAY, MAY 27, 2014  
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: 7:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Darlene Dickison  
Dave Linnet  
Tony Cardenas  
Willie Smith  
Gary Strack**

**Mayor:**

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

**D. INVOCATION: Led by City Council Member Tony Cardenas**

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

**1. Presentation: Kopta Slough-Woodson Bridge Flood Damage Reduction and Habitat Restoration Project.**

**Presenters:**

**Introduction:** Jane Dolan, Sacramento River Conservation Area Forum,

**Project Information:** Amy Lyons, Department of Water Resources, Northern Region Office (DWR-NRO)

**Questions:** Aric Lester, DWR-NRO Program Manager

Adam Henderson, DWR-NRO Senior Environmental Scientist

**F. 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 requests separate discussion and/or action.**

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

**3. Waive the reading and approve the Minutes of the May 13, 2014 City Council Meeting with any necessary corrections.**

**4. May 21, 2014 Claim Warrant - \$172,436.99.**

5. May 21, 2014 Business License Report.

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

**I. PUBLIC HEARINGS AND MEETINGS:**

6. Proposed Annual Increase for Sewer Service: Staff requests Council adoption of Resolution No. 05-27-2014-01; A Resolution of the City of Corning setting sewer rate increases to be effective of the first of July in 2014, 2015, 2016 2017 and 2018.

**J. REGULAR AGENDA:**

7. Adopt Resolution 05-27-2014-02, a Resolution of the Corning City Council authorizing the recording of the attached Notice of Liens for Delinquent and Uncollected Water and/or Sewer Fees in the combined amount of \$8,291.19 on Properties that are located within the Sphere of Influence of the City of Corning and listed on Exhibit "A" attached.

8. Approve Land Lease Agreement and submittal of a Use Permit Application with Verizon Wireless for placement of a 120 ft. Monopole with accessory equipment in a 30' x 30' Lease area at Estil Clark Park, APN: 73-260-30, Address: 103 E. Fig Lane.

**K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**

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

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

**Dickison:**

**Linnet:**

**Cardenas:**

**Smith:**

**Strack:**

**N. ADJOURNMENT!:**

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**Lisa M. Linnet, City Clerk**

## **Informational Presentation**

### **Kopta Slough-Woodson Bridge Flood Damage Reduction and Habitat Restoration Project**

**Estimated time of presentation: 10 minutes**

Staff from the Department of Water Resources (DWR), Northern Region Office (NRO) will provide a brief informational report on this project.

**Presenters:**

**Introduction:** Jane Dolan, Sacramento River Conservation Area Forum

**Project information:** Amy Lyons, DWR-NRO Environmental Lead

**Back-up to answer questions:** Aric Lester, DWR-NRO Program Manager and Adam Henderson, DWR-NRO Senior Environmental Scientist

This project began as a Corps of Engineers feasibility study in early 2002 in response to a request from Tehama County to address concerns of erosion to various public facilities in the vicinity of the bridge such as:

1. Protection of the west abutment of the bridge,
2. County boat ramp,
3. State Park; and
4. South Avenue.

The Corps began, but did not complete the feasibility study due to lack of funding. Since 2006 the Northern Region Office of DWR has been working to complete this study when funding has been available.

In July 2013 the NRO received funding to allow the Feasibility Study to be completed, and to complete the environmental compliance, permitting, and engineering design for the project. The multi-benefit project seeks to:

1. Provide bank protection of the west abutment of the Woodson Bridge and the location of the City of Corning sewer outfall,
2. To remove rock revetment upstream of the bridge; and
3. To restore approximately 175 acres of land owned by the State.

The project timeline is approximately two years.

This informational presentation will provide an overview of the project goals and proposed timeline. NRO Staff will be present to answer questions.

Copies of the Power Point presentation will be provided to Council at the meeting.



**CITY OF CORNING  
CITY COUNCIL MINUTES  
TUESDAY, MAY 13, 2014  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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**Council:**

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Willie Smith  
Gary Strack**

**Mayor:**

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**D. INVOCATION: Led by City Council Member Tony Cardenas**

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**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

**1. Proclamation: May 2014 as National Community Action Month.**

Council Representative to the Community Action Agency Darlene Dickison, Tehama County Community Action Agency and Social Service Agency Executive Director Charlene Reid, along with Agency Member John Leach accepted the Proclamation. Councilwoman Dickison informed the Council of the various programs the Community Action Agency provides and Ms. Reid stated that she would be happy to come to a future meeting to inform the Council and Community of the various programs provided by the Tehama County Community Action Agency.

**F. BUSINESS FROM THE FLOOR:**

Tina Saavedra (Youth Soccer League Contact Person) and other members of the Corning Youth Soccer League Board (A Non-Profit Organization) addressed the Council. Mrs. Saavedra stated that they currently have 750 members, 54 teams and they play year round. She stated that they would like to take an active role in soccer planning and field planning. They would like to be included on the next Council Agenda and be involved in the planning of Phase II of the new Park, particularly discussions relating to the soccer field(s). Mrs. Saavedra also stated they would like approval to use the Concession Stand and request that an Ordinance be adopted to keep Street Vendors at a certain distance from the Park. She also requested to place a storage container, nicely painted with the League's logo in the Park to store their soccer equipment. She stated they would like to take an active role in the daily maintenance and responsibilities of the Park. They presented the Council with a letter outlining their ideas relating to the new Park and expressing the need for additional soccer fields. Mayor Strack suggested that they come in to discuss the matter with Public Works Director Patrick Walker. He further suggested that they attend the next Recreation Commission meeting to discuss this matter further.

**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 requests separate discussion and/or action.

2. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
3. **Waive the reading and approve the Minutes of the April 22, 2014 City Council Meeting with any necessary corrections.**
4. **May 7, 2014 Claim Warrant - \$325,092.48.**
5. **May 7, 2014 Business License Report.**
6. **April 2014 Wages and Salaries: \$338,978.19.**
7. **April 2014 Treasurer's Report.**
8. **April 2014 Building Permit Valuation Report - \$132,277.**
9. **April 2014 City of Corning Wastewater Operation Summary Report.**
10. **Authorize Director of Public Works to solicit Bids for an asphalt overlay on Marin Street from Hoag to Sixth Street.**

Councilor Dickison moved to approve Consent Items 2-10. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Opposed/Absent/Abstain: None. Motion was approved by a 5-0 vote.**

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

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

**J. REGULAR AGENDA:**

11. **One-year Comprehensive Economic Development Strategy (CEDS) Update – 1 year CEDS Plan Update. Establish priority projects to be included in the 3CORE Economic Development District's Comprehensive Economic Development Strategy.**

City Manager Brewer stated that this is the annual update that the City does to the 3CORE Economic Development District's Comprehensive Economic Development Strategy List. He further explained that the only change Staff recommends is to elevate Rodgers Theater from the Priority "B" to the Priority "A" Project List. This supports the City's intention to solicit a revolving loan through 3CORE to complete the Theater flooring necessary to open the Theater and recover the retention funds held by the State. Mayor Strack confirmed that the reason for doing this is to remain eligible on the list for any available funding. He then confirmed that the City did get shut down in reference to grant funding for getting water/sewer services to City property located west of the Freeway. He was informed by Mr. Brewer, in terms from the Federal Government; California is not a ripe environment for investment into infrastructure for economic development. Mr. Brewer then explained that we have asked City Community Development Consultant Jo Ann Anders to look into revising our existing Reuse Plan to enable use of existing Reuse Funds for an economic development loan to assist qualifying new businesses constructed within City Limits west of I-5 to extend water/sewer services to their sites.

Councilor Cardenas moved to approve the CEDS Priority Project List as recommended by City Staff. Councilor Linnet seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Opposed/Absent/Abstain: None. Motion was approved by a 5-0 vote.**

12. **2014 City of Corning Long Range Capital Improvement Program and Priorities for Service.**

City Manager Brewer outlined the Plan that encompasses anticipated future needs of the City's Police, Fire and Public Works Departments emphasizing that approval does not assure funding; funding is determined by the City Council when the final budget is approved. Approval of this Capital Improvement Program by the City Council establishes a Policy for the priority of spending the limited City Funds towards major public improvements.

**Public Works:** Mayor Strack asked about savings from PG&E should solar panels be placed at Wastewater Treatment Plant; could this possibly be used to reduce sewer fees. He also asked if the Program provides for additional help in Public Works for Parks Maintenance in light of the additional Parkland. Mr. Brewer and Mr. Walker responded to both questions stating the reduction in sewer fees could be a possibility in the future should the solar panels produce a significant savings, and additional park help has been included within the plan.

**Police Dept.:** Mayor Strack confirmed with Police Chief Atkins that the City is receiving most of the funds from the State for the Dispatch Center upgrades. Chief Atkins stated that the phone system could be delayed. He explained that the existing system serves both the Police Dept. and City Hall (not the 911 System) and because of this, he explained that it might be a good idea to upgrade this before a major breakdown. Mayor Strack then asked about the K-9 Program to which Chief Atkins stated that current K-9 Dog "Oso" probably only has two more years. He also stated that another Officer is interested in becoming a handler. Mr. Atkins outlined the other associated needs related to the K-9 Program. He also briefed the Council on the other priorities listed by the Department such as the Tasers, etc.

**Fire Dept.:** Chief Spannaus outlined his departmental needs listing the security fencing around the new training facility. He explained that some of the building funds for this might be recouped by allowing use of the facility by other agencies for a fee. Mayor Strack also stated that the remaining items are mainly protective gear that is necessary.

Councilor Dickison moved to adopt the 2014 City of Corning Long-Ranger Capital Improvement Program and Priorities for Services. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Opposed/Absent/Abstain: None. Motion was approved by a 5-0 vote.**

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

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

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

**Dickison:** Announced that the LAFCO meeting was cancelled due to lack of Agenda, and that she would be attending the Community Action Agency Meeting on Thursday, May 15<sup>th</sup>.

**Linnet:** Announced that Thursday, May 22nd at 4:30 p.m. the Pay it Forward Committee would be hosting a cleanup around the Skateboard Park. He also announced that the memorial for former City Building Official/Fire Chief Jim Calbreath will be Sunday at 1:00 p.m. at the Corning Fire Hall. Councilman Linnet also invited everyone to the Youth Bowlers Carnival on Saturday at 2:00 p.m. at Northside Park.

**Cardenas:** Reported on his attendance at the May 8<sup>th</sup> Planning Meeting for the Byrne Grant. When everything is put together it will be brought back to the Council and taken to DC in July. Lucero's Spring Bloom went well. He also reported on his attendance at the Chamber of Commerce meeting stating that the Car Show went well and they are now moving forward on the Olive Festival.

**Smith:** Nothing.

**Strack:** Thanked the City's Public Works Department, the Fire Department and Police Department for their assistance and work supporting the Chambers Car Show Event.

**N. ADJOURNMENT!: 8:23 p.m.**

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** May 21, 2014

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday May 27, 2014 Council Meeting

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

A.	Cash Disbursements	Ending 05-15-14	\$ 36,901.48
B.	Payroll Disbursements	Ending 05-13-14	\$ 37,682.39
C.	Cash Disbursements	Ending 05-21-14	\$ 97,853.12
<b>GRAND TOTAL</b>			<b><u>\$172,436.99</u></b>

REPORT.: May 15 14 Thursday  
 RUN...: May 15 14 Time: 12:32  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 05-14 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
018452	05/15/14	AIR00	AIRGAS USA, LLC	58.95	.00	58.95	991816384	MAT & SUPPLIES-FIRE
018453	05/15/14	AUT00	AUTO ZONE	24.11	.00	24.11	409530264	VEH/OP MAINT-SWR
018454	05/15/14	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1404247	ProfServices Water Dept
018455	05/15/14	BAT01	BATTERIES PLUS	38.38	.00	38.38	311196909	MAT & SUPPLIES-POLICE
018456	05/15/14	BUT11	BUTE CO PUBLIC HEALTH	100.00	.00	100.00	10343	PROF SVCS-ACO
018457	05/15/14	CAM02	FERGUSON ENTERPRISES INC.	1447.28	.00	1447.28	0991991	MAT & SUPPLIES-WTR
				106.22	.00	106.22	0992196	MAT & SUPPLIES-SWR
			Check Total.....:	1553.50	.00	1553.50		
018458	05/15/14	CEN14	CENTER FOR EVALUATION & R	23581.68	.00	23581.68	201173	BCJI-PROF SVCS
018459	05/15/14	CLA10	CLASSIC SPORTS	356.16	.00	356.16	141	MAT & SUPPLIES-POOL
018460	05/15/14	COM01	COMPUTER LOGISTICS, INC	329.10	.00	329.10	62586	EQUIP MAINT-GEN CITY
018461	05/15/14	COM06	COMCAST	25.34	.00	25.34	140509	COMMUNICATIONS-PW ADMIN
018462	05/15/14	COR11	CORNING SAFE & LOCK	18.28	.00	18.28	4181	MAT & SUPPLIES-POLICE
018463	05/15/14	DEP03	DEPT OF TRANS/CAL TRANS	1188.89	.00	1188.89	14006823	Equip.Maint. St&Trf Light
018464	05/15/14	DEP12	DEPT OF JUSTICE	125.00	.00	125.00	030557	PROF SVCS-
018465	05/15/14	ENP01	ENPLAN	3638.75	.00	3638.75	0414194/0	COMP/EQUIP/SOFT-BCJI PROG
018466	05/15/14	EWI00	EWING	365.78	.00	365.78	9488563-A	MAT & SUPPLIES-PARKS
018467	05/15/14	FLE01	FLEMING BOOKBINDING CO.	113.38	.00	113.38	21222	BOOKS/PERIODICS-LIBRARY
018468	05/15/14	GRA02	GRAINGER, W.W., INC	41.75	.00	41.75	943257587	VEH/OP MAINT-
				22.28	.00	22.28	943371790	MAT & SUPPLIES-STR
				11.18	.00	11.18	943371792	MAT & SUPPLIES-STR
				56.24	.00	56.24	943409862	MAT & SUPPLIES-PARKS
				179.77	.00	179.77	943585670	MAT & SUPPLIES-
			Check Total.....:	311.22	.00	311.22		
018469	05/15/14	GRE05	GREY HOUSE PUBLISHING	185.35	.00	185.35	319785	BOOKS/PERIODICS-LIBRARY
018470	05/15/14	HIN01	HINDERLITER, DE LLAMAS &	1079.11	.00	1079.11	0022252IN	PROF SVCS-FINANCE
018471	05/15/14	HOL04	HOLIDAY MARKET #32	5.18	.00	5.18	288321305	MAT & SUPPLIES-

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CITY OF CORNING  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
018472	05/15/14	JAC02	JACOBUS, BOB	87.61	.00	87.61	050814137	SMALL TOOLS-MECH MAINT
018473	05/15/14	KNI00	KNIFE RIVER CONSTRUCTION	198.97	.00	198.97	148189	A/C CITYWIDE-STR
018474	05/15/14	MIL13	MILLER PLASTERING	2200.00	.00	2200.00	3562	FIRE DAMAGE-TRANS FAC
018475	05/15/14	MUN02	MUNICIPAL CODE CORPORATIO	331.00	.00	331.00	00242216	PROF SVCS-CITY CLERK
018476	05/15/14	QUI02	QUILL CORPORATION	14.49	.00	14.49	2603160	OFFICE SUPPLIES-FINANCE
				336.59	.00	336.59	2606910	OFFICE SUPPLIES-FINANCE
				31.92	.00	31.92	2667633	OFFICE SUPPLIES-PLANNING
				34.80	.00	34.80	2675310	OFFICE SUPPLIES-
Check Total.....:				417.80	.00	417.80		
018477	05/15/14	SCH01	LES SCHWAB TIRE CENTER	152.29	.00	152.29	611001135	VEH/OP MAINT-
018478	05/15/14	SEN03	SENSUS USA	218.75	.00	218.75	ZA1500128	EQUIP MAINT-WTR
018479	05/15/14	UNI02	UNIFORMS, TUXEDOS & MORE	70.90	.00	70.90	129319	UNIFORMS/CLOTH-POLICE
Cash Account Total.....:				36901.48	.00	36901.48		
Total Disbursements.....:				36901.48	.00	36901.48		
Cash Account Total.....:				.00	.00	.00		

REPORT.: May 15 14 Thursday  
 RUN...: May 15 14 Time: 12:32  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 05-14 Bank Account.: 1025

PAGE: 003  
 ID #: PY-DP  
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
6346	05/13/14	AME20	AMERICAN WEST BANK	4239.96	.00	4239.96	B40513	HSA DEDUCTIBLE
6347	05/13/14	BAN03	POLICE OFFICER ASSOC.	250.00	.00	250.00	B40513	POLICE OFFICER ASSOC
6348	05/13/14	CAL37	CALIFORNIA STATE DISBURSE	430.61	.00	430.61	B40513	WITHHOLDING ORDER
6349	05/13/14	EDD01	EMPLOYMENT DEVELOPMENT	3822.29	.00	3822.29	B40513	STATE INCOME TAX
				1080.56	.00	1080.56	1B40513	SDI
Check Total.....:				4902.85	.00	4902.85		
6350	05/13/14	ICM01	ICMA RETIREMENT TRUST-457	2356.51	.00	2356.51	B40513	ICMA DEF. COMP
6351	05/13/14	PERS1	PUBLIC EMPLOYEES RETIRE	23045.53	.00	23045.53	B40513	PERS PAYROLL REMITTANCE
6352	05/13/14	PERS4	Cal Pers 457 Def. Comp	1299.33	.00	1299.33	B40513	PERS DEF. COMP.
6353	05/13/14	VAL06	VALIC	1157.60	.00	1157.60	B40513	AIG VALIC P TAX
Cash Account Total.....:				37682.39	.00	37682.39		
Total Disbursements.....:				37682.39	.00	37682.39		

REPORT.: May 21 14 Wednesday  
 RUN...: May 21 14 Time: 15:10  
 Run By.: LORI

CITY OF CORNING  
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018460	05/20/14	COM01	COMPUTER LOGISTICS, INC	-329.10	.00	-329.10	62586u	Ck# 018460 Reversed
018480	05/21/14	ACC00	ACCESS INFORMATION MANAGE	104.37	.00	104.37	0623059	EQUIP MAINT-GEN CITY
018481	05/21/14	ACI01	ACI SPECIALTY BENEFITS	336.96	.00	336.96	15635	WORKMENS COMP-GEN CITY
018482	05/21/14	ATT13	AT&T	725.55	.00	725.55	140511	COMMUNICATIONS-DISPATCH
018483	05/21/14	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1404516	ProfServices Water Dept
018484	05/21/14	BAT01	BATTERIES PLUS	459.99	.00	459.99	311197175	EQUIP MAINT-DISPATCH
018485	05/21/14	CAM02	FERGUSON ENTERPRISES INC.	2743.76	.00	2743.76	0993252	MAT & SUPPLIES-WTR
018486	05/21/14	COM01	COMPUTER LOGISTICS, INC	25.00	.00	25.00	62612	PROP 30 MDC PROJECT-POLIC
				329.10	.00	329.10	62586A	EQUIP MAINT-POLICE
			Check Total.....	354.10	.00	354.10		
018487	05/21/14	CON07	CONEXIS	30.00	.00	30.00	04140R348	MEDICAL INS-COBRA
018488	05/21/14	COR11	CORNING SAFE & LOCK	19.35	.00	19.35	4187	VEH OP/MAINT-POLICE
018489	05/21/14	DEP12	DEPT OF JUSTICE	105.00	.00	105.00	035248	PROF SVCS-POLICE
018490	05/21/14	EMP02	EMPIRE ENSIGNIAS	81.00	.00	81.00	646971	UNIFORMS/CLOTH-POLICE
018491	05/21/14	FED01	FEDERAL EXPRESS	72.88	.00	72.88	265698420	MAT & SUPPLIES-
018492	05/21/14	GRA02	GRAINGER, W.W., INC	475.15	.00	475.15	943974949	MAT & SUPPLIES-SWR
				29.24	.00	29.24	944156458	SAFETY ITEMS-PW ADMIN
				87.72	.00	87.72	944162523	SAFETY ITEMS-PW ADMIN
				19.80	.00	19.80	944164600	MAT & SUPPLIES-POOL
				45.21	.00	45.21	944236362	BLD MAINT-TRANS FAC
				337.25	.00	337.25	944260495	MAT & SUPPLIES-ACO
			Check Total.....	994.37	.00	994.37		
018493	05/21/14	HOL04	HOLIDAY MARKET #32	19.52	.00	19.52	245321305	MAT & SUPPLIES-
				9.76	.00	9.76	291321305	MAT & SUPPLIES-
			Check Total.....	29.28	.00	29.28		
018494	05/21/14	HUN03	HUNTERS SERVICES INC.	1336.50	.00	1336.50	113231	WEED SPRAY-
018495	05/21/14	LNC01	LN CURTIS & SONS	1797.06	.00	1797.06	131297200	EQUIP REPLACEMENT-FIRE
018496	05/21/14	NOR10	NICOLINO CLEMENTE	5.00	.00	5.00	4149	CERT OF EXTNG-BLD MAINT

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018496	05/21/14	NOR10	NICOLINO CLEMENTE	50.00	.00	50.00	4150	CERT OF EXTNG-BLD MAINT
				35.00	.00	35.00	4151	CERT OF EXTNG-BLD MAINT
				70.00	.00	70.00	04115	BLD MAINT-FIRE
				184.34	.00	184.34	04119	EQUIP MAINT-POLICE
			Check Total.....:	344.34	.00	344.34		
018497	05/21/14	PGE01	PG&E	25559.61	.00	25559.61	140513	Electricity General City-
018498	05/21/14	PRO11	PROFORCE LAW ENFORCEMENT	1091.07	.00	1091.07	204897	SAFETY ITEMS-POLICE
018499	05/21/14	PUR02	PURCHASE POWER	5000.00	.00	5000.00	140507	COMMUNICATIONS-GEN CITY
018500	05/21/14	RED07	REDDING OIL COMPANY	752.66	.00	752.66	35131	VEH OP/MAINT-
018501	05/21/14	SEV00	SEVERN TRENT ENVIRONMENTA	1492.00	.00	1492.00	2072945	PROF SVCS-WWTP
				51507.69	.00	51507.69	2073282	PROF SVCS-
				2651.20	.00	2651.20	2073331	PROF SVCS-WWTP
			Check Total.....:	55650.89	.00	55650.89		
018502	05/21/14	TRI02	TRI-COUNTY NEWSPAPERS	90.00	.00	90.00	109623	WEED ABATEMENT-FIRE
018503	05/21/14	WAR05	WARREN, DANA KARL	337.73	.00	337.73	140515	REC INSTRUCTOR-REC
018504	05/21/14	WOO04	WOODSON ELEMENTARY SCHOOL	39.75	.00	39.75	14-0515	MAT & SUPPLIES-PARKS
			Cash Account Total.....:	97853.12	.00	97853.12		
			Total Disbursements.....:	97853.12	.00	97853.12		

=====

Date.: May 21, 2014  
Time.: 3:30 pm  
Run by: LORI

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
ELOTES GERARDO	MOBILE CART	CORNING, CA 96021	CUEVAS	RUBEN STREET FOOD VENDING CART - MOBILE	05/12/14	(530) 838-0225
SHAFFER, CHRISTIAN	1015 LAKESIDE DR #1	RED BLUFF, CA 96080	SHAFFER	CHRISTI AUTO TRANSPORTING - CORNING FORD	05/12/14	(530) 921-1855

**ITEM NO. : I-6  
RESOLUTION NO. 05-27-2014-01; A  
RESOLUTION OF THE CORNING CITY  
COUNCIL SETTING SEWER RATES  
EFFECTIVE JULY 1, 2014, JULY 1, 2015,  
JULY 1, 2016, JULY 1, 2017 AND JULY 1,  
2018.**

**MAY 27, 2014**

**TO: MAYOR AND CITYCOUNCILMEMBERS, CORNING CALIFORNIA**

**FROM: JOHN L. BREWER, AICP; CITY MANAGER   
PATRICK WALKER, PUBLIC WORKS DIRECTOR   
ED ANDERSON, CITY ENGINEER**

**SUMMARY:**

Staff recommends the City Council adopt resolution No. 05-27-2014-01. If adopted, the resolution will implement five separate 3.5% annual increases in the sewer rates charged to City customers.

**BACKGROUND:**

On April 8, 2014 the City Council directed staff to make the appropriate 45 day notice and schedule a Public Hearing to consider implementing five separate 3.5% annual increases to the sewer rates. Staff published the notice in the newspaper and mailed notices to customers in accordance with state law. This is the Public Hearing for that purpose.

The City last adopted an ordinance to increase sewer rates in 2004. That resolution; No. 04-13-04-07, implemented ten (10) annual increases. The last annual increase imposed by that resolution occurred in April of 2013. It is imperative that the City Sewer Enterprise Fund remain "solvent". In this case, "solvent" means to with sufficient capital to pay maintenance and equipment replacement costs, and debt service costs while providing reserve funds to account for unforeseen emergencies and increases due to inflation, labor costs, and fuel and energy costs.

**SPREADSHEETS WITH VARYING INCREASE RATES:**

Staff maintains a spreadsheet titled "Sewer Enterprise System". Using that spreadsheet, we're better able to make projections regarding revenues, maintenance costs, inflation, and debt repayment in order to determine the performance of the Enterprise System. Without rate increases, the Annual Net Income of the Sewer Enterprise Fund quickly becomes in deficit.

Staff tested several rate increase options on the spreadsheet. The objective is to generate just enough revenue to keep the fund "revenue neutral" in order to generate just enough "Annual Net Income" to maintain the Net Operating Reserve at or just above the current balance. Copies of three separate spreadsheet scenarios are attached.

We found that a 3% annual rate increase was not sufficient, but that a 4% increase generated extra revenue beyond the needs of the system. We then tested 3.5% and found that the increases would closely mirror the system's revenue needs. See the attached draft Sewer Enterprise System spreadsheet that shows the potential 3.5% annual increases for the next five years. While the bottom line (Annual Net Income) would initially show a loss of \$7,708 in the first year. That changes to a small surplus in year 2 (FY 15-16), and increases in subsequent years.

**RATES:**

Please see the spreadsheet marked "Proposed Sewer Rates" that is attached to the resolution. If approved, the 3.5% rate increase will mean an increase of \$1.14/month for the typical homeowner; increasing the monthly bill from \$32.50 to \$33.64 beginning July 1, 2014, with similar increases for the subsequent four years.

**POTENTIAL ENERGY COST SAVINGS DUE TO SOLAR ARRAY INSTALLATION:**

Staff is currently working with Ecoplexus, a Solar Power Company, to compile a solar power purchase agreement that could generate substantial energy costs savings for the Wastewater Treatment Plant, where the arrays would be located, as well as other City facilities and buildings. Of course, any such agreement must be approved by the City Council. It's too early to tell precisely what the cost savings would be, but the earliest projections are about \$10,000 in savings for the WWTP energy costs in the first full year of operation.

We do know that a 3.5% increase in sewer rates amount to about \$57,500 in additional revenue in year 1. So, the energy savings of \$10,000/year are less than a fifth of additional annual revenue needs of the Sewer Enterprise System.

However, assuming the power purchase agreement occurs and the solar equipment is installed, we will be able to track the savings with the monthly energy bills and apply them to the spreadsheet. The accumulated energy costs savings over the course of several years could make implementation of one of the future rate increases un-necessary. If that occurs, the Council could forego one or more increases by adoption of a subsequent resolution.

**STAFF RECOMMENDATION:**

**That the City Council:**

- **CONDUCT THE PUBLIC HEARING AND CONSIDER ALL PUBLIC INPUT AND CONCERNS, AND**
- **APPROVE THE SCHEDULE OF SEWER RATE INCREASES BY ADOPTION OF RESOLUTION NO. 05-27-2014-01.**

**RESOLUTION NO.: 05-27-2104-01**

**A RESOLUTION OF THE CORNING CITY COUNCIL  
SETTING SEWER RATES EFFECTIVE JULY 1, 2014, JULY 1, 2015,  
JULY 1, 2016, JULY 1, 2017 AND JULY 1, 2018.**

**WHEREAS**, The City Council of the City of Corning has met and discussed the need for Sewer Rate increases, with public discussion at a Public hearing on May 27, 2014 and,

**WHEREAS**, THE City Council established the setting of Sewer Rates by Resolution, through adoption of Ordinance 555 pertaining to Section 13.04.320 of Chapter 13.04 (Sewer Service Regulations) of the Corning Municipal Code.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby set Sewer rates effective July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017 and July 1, 2018, which rates are shown on the attached document titled Proposed Sewer Rates-Res. 05-27-2014-01 and incorporated herein by reference.

---

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on May, 27, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

PROPOSED SEWER RATES  
RES. 05-27-2014-01

USER GROUP	UNITS	CURRENT	3.5%	3.5%	3.5%	3.5%	3.5%
		AS OF 4/1/2013	INCREASE 7/1/2014	INCREASE 7/1/2015	INCREASE 7/1/2016	INCREASE 7/1/2017	INCREASE 7/1/2018
SINGLE FAMILY RESIDENCE	\$/USER	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
MULTIPLE FAMILY RESIDENCE	\$/USER	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
MOBILE HOMES	\$/USER	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
ELEMENTARY SCHOOLS	\$/STUDENT	\$1.14	\$1.18	\$1.22	\$1.26	\$1.31	\$1.35
HIGH SCHOOL	\$/STUDENT	\$2.22	\$2.30	\$2.38	\$2.46	\$2.55	\$2.64
HOSPITALS	\$/PER USER	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
	\$/PER BED	\$27.47	\$28.43	\$29.42	\$30.45	\$31.52	\$32.62
REST HOMES	\$/GUEST ROOM	\$12.90	\$13.35	\$13.82	\$14.30	\$14.80	\$15.32
RESTAURANTS	\$/1000 GALLONS	\$6.19	\$6.41	\$6.63	\$6.86	\$7.10	\$7.35
BAKERIES & DELI'S	\$/1000 GALLONS	\$8.01	\$8.29	\$8.58	\$8.88	\$9.19	\$9.51
TRUCK STOPS	\$/1000 GALLONS	\$5.55	\$5.74	\$5.94	\$6.15	\$6.37	\$6.59
MOTEL WITHOUT KITCHENS	\$/ROOM	\$7.73	\$8.01	\$8.29	\$8.58	\$8.88	\$9.19
MOTELS WITH KITCHENS	\$/ROOM	\$11.74	\$12.15	\$12.58	\$13.02	\$13.47	\$13.94
GASOLINE STATIONS	\$/USER	\$54.18	\$56.08	\$58.04	\$60.07	\$62.17	\$64.35
MARKET/GAS	\$/USER	\$65.79	\$68.09	\$70.48	\$72.94	\$75.50	\$78.14
BEAUTY/BARBER SHOP	\$/TO 3 CHAIRS	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
	EA. ADD. CHAIR	\$10.82	\$11.20	\$11.59	\$12.00	\$12.42	\$12.85
THEATER	\$/USER	\$100.60	\$104.13	\$107.77	\$111.54	\$115.45	\$119.49
BOWLING ALLEY	\$/USER	\$78.03	\$80.76	\$83.58	\$86.51	\$89.54	\$92.67
SHOPS/OFFICES	\$/USER	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
DRY CLEANERS	\$/1000 GALLONS	\$7.09	\$7.34	\$7.60	\$7.86	\$8.14	\$8.42
LAUNDROMATS	\$/MACHINE	\$14.20	\$14.70	\$15.21	\$15.75	\$16.30	\$16.87
MORTUARY	\$/USER	\$184.71	\$191.18	\$197.87	\$204.79	\$211.96	\$219.38
BARS	\$/USER	\$78.69	\$81.44	\$84.29	\$87.24	\$90.30	\$93.46
FLORISTS	\$/1000 GALLONS	\$4.39	\$4.54	\$4.70	\$4.87	\$5.04	\$5.22
NURSERY (PLANT)	\$/USER	\$121.26	\$125.50	\$129.89	\$134.44	\$139.14	\$144.01
MARKETS	\$/1000 GALLONS	\$5.55	\$5.74	\$5.94	\$6.15	\$6.37	\$6.59
CHURCHES	\$/USER	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
VETERAN'S HALL	\$/USER	\$57.39	\$59.40	\$61.48	\$63.63	\$65.86	\$68.17
CIVIC BUILDINGS	\$/USER	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
VETERINARY CLINIC	\$/USER	\$86.44	\$89.47	\$92.60	\$95.84	\$99.19	\$102.66
RV PARKS	\$/USR	\$32.50	\$33.64	\$34.81	\$36.03	\$37.29	\$38.60
	\$/PER SPACE	\$7.73	\$8.01	\$8.29	\$8.58	\$8.88	\$9.19
INDUSTRY	\$/USER	\$26,067.76	\$26,980.13	\$27,924.43	\$28,901.79	\$29,913.35	\$30,960.32
	\$/1000,000.	\$928.70	\$961.21	\$994.85	\$1,029.67	\$1,065.71	\$1,103.01
	GALLONS OF FLOW						
	\$/1,000. POUNDS						
	B.O.D.	\$155.06	\$160.49	\$166.10	\$171.92	\$177.93	\$184.16
	\$/1,000. POUNDS						
	SUSPENDED SOLIDS	\$10.84	\$11.22	\$11.61	\$12.02	\$12.44	\$12.87

**SEWER ENTERPRISE SYSTEM  
WITH 3% ANNUAL RATE INCREASE**

Amended 03-31-2014 (Fund 610)

A Nominal 4% inflation rate is built into Expenditures and a Revenue rate as stated of the Sewer Enterprise System.

	ACTUAL CURRENT PROJECTED												
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
<b>Sewer System Revenues</b>													
Service Charges (1)	1,257,948	1,385,313	1,449,335	1,487,404	1,548,352	1,567,615	1,642,650	1,691,930	1,742,687	1,794,968	1,848,817	1,904,282	1,961,410
Annual Rate Change	9%	9%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Connection Fees	1,952	2,620	0	655	0	0	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Interest Income	0	0	85	966	681	667	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Other Revenues	0	20,555	18,043	7,380	8,608	7,593	3,600	3,600	3,600	3,600	3,600	3,600	3,600
<b>Total Revenues</b>	<b>1,259,900</b>	<b>1,408,488</b>	<b>1,467,463</b>	<b>1,496,405</b>	<b>1,557,641</b>	<b>1,575,875</b>	<b>1,650,250</b>	<b>1,699,530</b>	<b>1,750,287</b>	<b>1,802,568</b>	<b>1,856,417</b>	<b>1,911,882</b>	<b>1,969,010</b>
<b>Sewer System Operation and Maintenance Expenses (2) (Exclusive of Capital Expenditures and Depreciation)</b>	<b>1,105,433</b>	<b>1,018,652 (7)</b>	<b>1,119,064</b>	<b>1,089,686</b>	<b>1,163,816</b>	<b>1,120,833</b>	<b>1,204,201</b>	<b>1,252,369</b>	<b>1,302,464</b>	<b>1,354,562</b>	<b>1,408,745</b>	<b>1,465,095</b>	<b>1,523,698</b>
<b>Net Revenues from Sewer Enterprise System (Total Net Revenues Available for Installment Payments)</b>	<b>154,467</b>	<b>389,836</b>	<b>348,399</b>	<b>406,719</b>	<b>406,096</b>	<b>455,042</b>	<b>446,049</b>	<b>447,160</b>	<b>447,824</b>	<b>448,006</b>	<b>447,672</b>	<b>446,787</b>	<b>445,312</b>
<b>1997 COP (3)</b>													
<b>1999 COP - USDA (4)</b>	99,220	98,644	99,211	99,220	99,195	99,211	99,211	99,211	99,211	99,211	99,211	99,211	99,211
<b>2005 COP- SERIES A (&amp;) Wedbush Estimated Installment Payments</b>	37,435	37,994	38,482	37,922	37,322	37,653	37,653	37,653	37,653	37,653	37,653	37,653	37,653
<b>2005 COP Series B, USDA (WWTP Exp Ln)</b>					120,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000
<b>Sewer &amp; Equip Replacement Trnsfr (5)</b>	17,300	18,300	18,300	18,800	19,400	20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
<b>WWTP Repl. Fund Transfer</b>	45,000	50,000	50,000	55,000	55,000	55,000	60,000	65,000	65,000	70,000	70,000	75,000	75,000
<b>Annual Net Income *</b>	<b>(44,488)</b>	<b>184,898</b>	<b>142,406</b>	<b>195,777</b>	<b>75,179</b>	<b>3,178</b>	<b>(11,415)</b>	<b>(15,921)</b>	<b>(15,895)</b>	<b>(21,368)</b>	<b>(22,377)</b>	<b>(28,958)</b>	<b>(31,150)</b>
<b>Required Adjustments (6)</b>	42,537	<19,378>	(6,831)	(14,361)	(36,752)	318							
<b>Net Operating Reserve **</b>	<b>(159,592)</b>	<b>5,928</b>	<b>155,165</b>	<b>336,581</b>	<b>375,008</b>	<b>378,504</b>	<b>367,089</b>	<b>351,167</b>	<b>335,273</b>	<b>313,904</b>	<b>291,527</b>	<b>262,569</b>	<b>231,419</b>
<b>Sewer Stabilization Fund Reserve</b>													
<b>Sewer Capital Improvement (347)</b>	185,647	207,420	(15,636)	(13,926)	(4,003)								
<b>Sewer Capital Replacement (381)</b>	53,447	67,972	86,459	103,478	104,656								
<b>WWTP Expansion Fund (Net of Loan)(348)</b>	194,020	90,443	77,253	189,010	(3,053)								
<b>WWTP Capital Replacement Fund (380)</b>	364,142	352,053	347,567	171,709	204,774								

3%

**SEWER ENTERPRISE SYSTEM  
WITRH 3.5% ANNUAL RATE INCREASE**

Amended 02-18-14 (Fund 610)

**A 4% inflation rate in Expenditures and a 3.5% increase in revenues is shown.**

	ACTUAL							CURRENT					PROJECTED				
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2014-15	2015-16	2016-17	2017-18	2018-19
<b>Sewer System Revenues</b>																	
Service Charges	1,257,948	1,385,313	1,449,335	1,487,404	1,548,352	1,567,615	1,642,650	1,700,143	1,759,648	1,821,235	1,884,979	1,950,953	1,700,143	1,759,648	1,821,235	1,884,979	1,950,953
Annual Rate Change	9%	9%	3%	3%	3%	3%	3%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
Connection Fees	1,952	2,620	0	655	0	0	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Interest Income	0	0	85	966	681	667	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Other Revenues	0	20,555	18,043	7,380	8,608	7,593	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600
<b>Total Revenues</b>	<b>1,259,900</b>	<b>1,408,488</b>	<b>1,467,463</b>	<b>1,496,405</b>	<b>1,557,641</b>	<b>1,575,875</b>	<b>1,650,250</b>	<b>1,707,743</b>	<b>1,767,248</b>	<b>1,828,835</b>	<b>1,892,579</b>	<b>1,958,553</b>	<b>1,707,743</b>	<b>1,767,248</b>	<b>1,828,835</b>	<b>1,892,579</b>	<b>1,958,553</b>
<b>Sewer System Operation and Maintenance Expenses (Exclusive of Capital Expenditures and Depreciation)</b>	<b>1,105,433</b>	<b>1,018,652 (7)</b>	<b>1,119,064</b>	<b>1,089,686</b>	<b>1,163,816</b>	<b>1,120,833</b>	<b>1,204,201</b>	<b>1,252,369</b>	<b>1,302,464</b>	<b>1,354,562</b>	<b>1,408,745</b>	<b>1,465,095</b>	<b>1,252,369</b>	<b>1,302,464</b>	<b>1,354,562</b>	<b>1,408,745</b>	<b>1,465,095</b>
<b>Net Revenues from Sewer Enterprise System (Total Net Revenues Available for Installment Payments)</b>	<b>154,467</b>	<b>389,836</b>	<b>348,399</b>	<b>406,719</b>	<b>406,096</b>	<b>455,042</b>	<b>446,049</b>	<b>455,374</b>	<b>464,784</b>	<b>474,273</b>	<b>483,834</b>	<b>493,458</b>	<b>455,374</b>	<b>464,784</b>	<b>474,273</b>	<b>483,834</b>	<b>493,458</b>
<b>1997 COP</b>																	
1999 COP - USDA	99,220	98,644	99,211	99,220	99,195	99,211	99,211	99,211	99,211	99,211	99,211	99,211	99,211	99,211	99,211	99,211	99,211
2005 COP- SERIES A (&) Wedbush Estimated Installment Payments	37,435	37,994	38,482	37,922	37,322	37,653	37,653	37,653	37,653	37,653	37,653	37,653	37,653	37,653	37,653	37,653	37,653
2005 COP Series B, USDA (WWTP Exp Ln)					120,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000
Sewer & Equip Replacement Trnsfr	17,300	18,300	18,300	18,800	19,400	20,000	20,600	21,218	21,855	22,510	23,185	23,881	21,218	21,855	22,510	23,185	23,881
WWTP Repl. Fund Transfer	45,000	50,000	50,000	55,000	55,000	55,000	60,000	65,000	65,000	70,000	70,000	75,000	65,000	65,000	70,000	70,000	75,000
<b>Annual Net Income *</b>	<b>(44,488)</b>	<b>184,898</b>	<b>142,406</b>	<b>195,777</b>	<b>75,179</b>	<b>3,178</b>	<b>(11,415)</b>	<b>(7,708)</b>	<b>1,066</b>	<b>4,899</b>	<b>13,784</b>	<b>17,713</b>	<b>(7,708)</b>	<b>1,066</b>	<b>4,899</b>	<b>13,784</b>	<b>17,713</b>
Required Adjustments	42,537	<19,378>	(6,831)	(14,361)	(36,752)	318											
<b>Net Operating Reserve **</b>	<b>(159,592)</b>	<b>5,928</b>	<b>155,165</b>	<b>336,581</b>	<b>375,008</b>	<b>378,504</b>	<b>367,089</b>	<b>359,381</b>	<b>360,446</b>	<b>365,345</b>	<b>379,130</b>	<b>396,843</b>	<b>359,381</b>	<b>360,446</b>	<b>365,345</b>	<b>379,130</b>	<b>396,843</b>
Sewer Capital Improvement (347)	185,647	207,420	(15,636)	(13,926)	(4,003)	(3,125)											
Sewer Capital Replacement (381)	53,447	67,972	86,459	103,478	104,656	121,125											
WWTP Expansion Fund (Net of Loan)(348)	194,020	90,443	77,253	189,010	(3,053)	(36,940)											
WWTP Capital Replacement Fund (380)	364,142	352,053	347,567	171,709	204,774	256,933											

**3.5%**

\* Net income per General Ledger less principal loan payments  
 \*\* Net Operating Reserve will not equal Fund Balance. Consists of Operating Fund (610) Cash and Accounts Receivable Less Accounts Payable, Interest Payable and interfund loan payable only. All other Assets and Liabilities not included.

A 4% inflation rate in Expenditures and a 3.5% increase in revenues is shown.

**SEWER ENTERPRISE SYSTEM  
WITH 4% ANNUAL RATE INCREASE**

Amended 03-31-14 (Fund 610)

A Nominal 4% inflation rate is built into Expenditures and a Revenue rate as stated of the Sewer Enterprise System.

	ACTUAL CURRENT PROJECTED											
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
<b>Sewer System Revenues</b>												
Service Charges (1)	1,257,948	1,385,313	1,449,335	1,487,404	1,548,352	1,567,615	1,642,650	1,708,356	1,776,690	1,847,758	1,921,668	1,998,535
Annual Rate Change	9%	9%	3%	3%	3%	3%	3%	4%	4%	4%	4%	4%
Connection Fees	1,952	2,620	0	655	0	0	3,000	3,000	3,000	3,000	3,000	3,000
Interest Income	0	0	85	966	681	667	1,000	1,000	1,000	1,000	1,000	1,000
Other Revenues	0	20,555	18,043	7,380	8,608	7,593	3,600	3,600	3,600	3,600	3,600	3,600
<b>Total Revenues</b>	<b>1,259,900</b>	<b>1,408,488</b>	<b>1,467,463</b>	<b>1,496,405</b>	<b>1,557,641</b>	<b>1,575,875</b>	<b>1,650,250</b>	<b>1,715,956</b>	<b>1,784,290</b>	<b>1,855,358</b>	<b>1,929,268</b>	<b>2,006,135</b>
<b>Sewer System Operation and Maintenance Expenses (2) (Exclusive of Capital Expenditures and Depreciation)</b>	<b>1,105,433</b>	<b>1,018,652 (7)</b>	<b>1,119,064</b>	<b>1,089,686</b>	<b>1,163,816</b>	<b>1,120,833</b>	<b>1,204,201</b>	<b>1,252,369</b>	<b>1,302,464</b>	<b>1,354,562</b>	<b>1,408,745</b>	<b>1,465,095</b>
<b>Net Revenues from Sewer Enterprise System (Total Net Revenues Available for Installment Payments)</b>	<b>154,467</b>	<b>389,836</b>	<b>348,399</b>	<b>406,719</b>	<b>406,096</b>	<b>455,042</b>	<b>446,049</b>	<b>463,587</b>	<b>481,826</b>	<b>500,795</b>	<b>520,523</b>	<b>541,040</b>
<b>1997 COP (3)</b>												
1999 COP - USDA (4)	99,220	98,644	99,211	99,220	99,195	99,211	99,211	99,211	99,211	99,211	99,211	99,211
2005 COP- SERIES A (&) Wedbush Estimated Installment Payments	37,435	37,994	38,482	37,922	37,322	37,653	37,653	37,653	37,653	37,653	37,653	37,653
2005 COP Series B, USDA (WWTP Exp Ln)					120,000	240,000	240,000	240,000	240,000	240,000	240,000	240,000
Sewer & Equip Replacement Trnsfr (5)	17,300	18,300	18,300	18,800	19,400	20,000	20,600	21,218	21,855	22,510	23,185	23,881
WWTP Repl. Fund Transfer	45,000	50,000	50,000	55,000	55,000	55,000	60,000	65,000	65,000	70,000	70,000	75,000
<b>Annual Net Income *</b>	<b>(44,488)</b>	<b>184,898</b>	<b>142,406</b>	<b>195,777</b>	<b>75,179</b>	<b>3,178</b>	<b>(11,415)</b>	<b>505</b>	<b>18,108</b>	<b>31,421</b>	<b>50,474</b>	<b>65,295</b>
<b>Required Adjustments (6)</b>	<b>42,537</b>	<b>&lt;19,378&gt;</b>	<b>(6,831)</b>	<b>(14,361)</b>	<b>(36,752)</b>	<b>318</b>						
<b>Net Operating Reserve **</b>	<b>(159,592)</b>	<b>5,928</b>	<b>155,165</b>	<b>336,581</b>	<b>375,008</b>	<b>378,504</b>	<b>367,089</b>	<b>367,594</b>	<b>385,702</b>	<b>417,123</b>	<b>467,597</b>	<b>532,893</b>
<b>Sewer Stabilization Fund Reserve</b>												
Sewer Capital Improvement (347)	185,647	207,420	(15,636)	(13,926)	(4,003)							
Sewer Capital Replacement (381)	53,447	67,972	86,459	103,478	104,656							
WWTP Expansion Fund (Net of Loan)(348)	194,020	90,443	77,253	189,010	(3,053)							
WWTP Capital Replacement Fund (380)	364,142	352,053	347,567	171,709	204,774							

4%

ITEM NO: J-7

**ADOPT RESOLUTION 05-27-2014-02  
AND AUTHORIZE THE CITY CLERK  
TO RECORD TAX LIENS FOR  
DELINQUENT WATER AND/OR  
SEWER SERVICE IN THE AMOUNT  
OF \$8,291.19**

**MAY 27, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING**

**FROM: JOHN L. BREWER, CITY MANAGER  
LISA M. LINNET, CITY CLERK**

*JL*  
*LML*

**SUMMARY:**

Authorization is being requested from the City Council to record liens on various properties in Corning to secure payment of delinquent water and/or sewer fees. To date the combined total unpaid balance on the 10 individual properties is \$8,291.19.

**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).**

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

**RECOMMENDATION:**

**MAYOR AND COUNCIL ADOPT RESOLUTION 05-27-2014-02 AND AUTHORIZE THE CITY CLERK TO RECORD LIENS IN THE COMBINED AMOUNT OF \$8,291.19 FOR DELINQUENT WATER AND/OR SEWER SERVICE ON THE PROPERTIES LISTED ON ATTACHED EXHIBIT "A".**

**RESOLUTION 05-27-2014-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
AUTHORIZING THE RECORDING OF RESOLUTION 05-27-2014-02 AND  
ATTACHED NOTICE OF LIENS FOR DELINQUENT AND UNCOLLECTED WATER  
AND/OR SEWER FEES IN THE COMBINED AMOUNT OF \$8,291.19 ON PROPERTIES  
THAT ARE LOCATED WITHIN THE SPHERE OF INFLUENCE OF THE CITY OF  
CORNING AND LISTED ON EXHIBIT "A" ATTACHED**

**WHEREAS**, the ten (10) properties listed on the attached Exhibit "A" are delinquent on their water and/or sewer accounts in the combined amount of \$8,291.19 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) and 13.08.150 (Water), 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 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 \$8,291.19 are hereby confirmed and adopted as a lien against the property 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 May 27, 2014 by the following vote:

**AYES:**

**OPPOSED:**

**ABSENT:**

**ABSTAIN:**

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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

Updated May 8, 2014

LIENABLE PROPERTIES

APN No.'s	Service Address	Balance	Acct. No.	Owner/Responsible Party	APN Mailing Address	Alternate Mailing Address	Name on Acct.
73-046-05*	803 Butte St. (S)	\$1,307.59	LEM0001	Arendale, Dolores ETAL Decd c/o Lemke, Angela	3101 N. Ellis St. Chandler, AZ. 85224	same	Angela Lemke
71-074-04	1791 Colusa St. (W/S)	\$1,388.27	PAR0009	Parker, Jim Decd & Joan Decd	P.O. Box 531 Corning, CA. 96021	same	James Parker
71-062-31	2077 Dolla Ct. (S)	\$1,495.80	JOH0067	Johnson, Marlo	2077 Dolla Ct. Corning, CA. 96021	1644 Kaufman Ave. Corning, CA. 96021	Marlo Johnson
71-262-20	1456 Fig Ln. (S)	\$178.23	AME0009	American Home Mortgage Homeward Residential	538 Broadhollow Rd. Melville, NY. 11747	same	American Home Mortgage
71-136-10*	813 Fourth St. (S)	\$1,347.10	HIL0029	Wilfred Hildebrandt Family Trust ETAL	3665 Illinois Ave. Corning, CA. 96021	same	Wilfred Hildebrandt
91-020-02	24537 Gardiner Ferry Rd. (S)	\$414.60	ALE0010	Alexander, Ronald L. & Cynthia L.	24537 Gardiner Ferry Rd. Corning, CA. 96021	same	Ron Alexander
71-231-03*	1186 Link St. (S) Previously Liened	\$357.50	DEN0008	Dennis, Aija D.	788 Willborough Rd. Burlingame, CA. 94010	same	Aija D. & James M. Dennis
73-073-03	613 Solano St. (S)	\$260.00	BIL0005	Bills, Barbara	1920 Solano St., Sulte A Corning, CA. 96021	same	Barbara Bills
71-132-03	1317 Solano St. (S)	\$227.50	KIL0004	Kilmer, Phillip Corey ETAL	21850 South Ave. Corning, CA. 96021	same	Phillip Corey Kilmer
71-175-13*	1120 South St. (S) Deceased & previously liened	\$1,314.60	OLI0073	Oliveria, Leroy A. Decd & Leora P. Decd	1120 South St. Corning, CA. 96021	same	Leroy & Leora Oliveria
	<b>Total:</b>	<b>\$8,291.19</b>					

EXHIBIT "A"

\* previously liened

**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 May 27, 2014 have assessed the combined amount of \$8,291.19 as the delinquent uncollected Water and/or Sewer Fees for the ten (10) 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.: 05-27-2014-02**

**Reference: Delinquent and Uncollected Water and Sewer Fees**

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**Lisa M. Linnet, City Clerk**

(Acknowledgment is not required pursuant to GC §27282)

**ITEM NO.: J-8  
APPROVE LAND LEASE AGREEMENT AND  
SUBMITTAL OF A USE PERMIT  
APPLICATION WITH VERIZON WIRELESS  
FOR THE PLACEMENT OF A 120 FT.  
MONOPOLE AND ACCESSORY EQUIPMENT  
IN A 30' X 30' LEASE AREA AT ESTIL  
CLARK PARK. APN: 73-260-30; ADDRESS:  
103 E. FIG LANE**

**MAY 27, 2014**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: JOHN L. BREWER, AICP; CITY MANAGER** *JL*  
**PATRICK WALKER, PUBLIC WORKS DIRECTOR** *PW*  
**JOHN STOUFER, PLANNING DIRECTOR CONSULTANT** *JS*

**SUMMARY:**

Staff recommends the City Council approve a Land Lease to authorize the installation of a cell phone tower and accessory equipment at Estil Clark Park. The tower would be 120' tall and would accommodate the existing baseball field lighting equipment along the right field line.

**BACKGROUND:**

Sacramento-Valley Limited Partnership, DBA Verizon Wireless, is seeking a Land Lease Agreement with the City for an approximately 30' X 30' area at Estil Clark Park for an unmanned telecommunications facility and a 120' monopole that will replace an existing light pole at the southwest baseball field. The existing light standard will be remounted on the monopole. Attached are exhibits submitted by Verizon detailing the location, layout, and height of the unmanned facilities.

The terms of the Lease Agreement shall be effective for an initial five (5) year term with options to extend the term for four (4) additional five (5) year terms. The City will receive \$16,200 dollars per year to be paid in equal monthly installments (\$1,350 per month) with an annual increase of 2 percent of the previous year's annual rental. The City does have the option to terminate the Lease Agreement after the first five (5) years by giving Verizon a written notice of intent to terminate at least six (6) months prior to the end of the then current term. City Attorney Jody Burgess has reviewed and approved the proposed Land Lease Agreement.

The site is zoned PQ, Public/Quasi Public which requires a Use Permit for the establishment of these type of facilities. The applicants have submitted a Use Permit application and a public hearing will be scheduled before the Planning Commission to consider the application on June 17, 2014. Since the City owns the property, Staff is requesting that the Council approves submittal of a Use Permit application and authorize the City Manager to sign the application on behalf of the City.

**RECOMMENDATION:**

- **MAYOR AND COUNCIL AUTHORIZE THE CITY MANAGER TO SIGN THE USE PERMIT APPLICATION SUBMITTED BY VERIZON AND, IF THE USE PERMIT IS APPROVED,**
- **AUTHORIZE THE MAYOR TO SIGN THE LAND LEASE AGREEMENT WITH VERIZON FOR THE ESTABLISHMENT OF A 30' X 30' UNMANNED TELECOMMUNICATIONS FACILITY AND 120 FT. HIGH MONOPOLE ON CITY OWNED PROPERTY AT ESTIL CLARK PARK.**

cc: Verizon Wireless

## OPTION AND LAND LEASE AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between The City of Corning, a municipal corporation, with its principal offices located at 794 Third Street, Corning, California, hereinafter designated LESSOR and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

LESSOR is the owner of that certain real property located at 103 East Fig Lane, Corning, Tehama County, California, as shown on the Tax Map of the County of Tehama as Assessor's Parcel Number 073-260-30-1 (the entirety of LESSOR's property is referred to hereinafter as the "Property"). LESSEE desires to obtain an option to lease a portion of said Property, being described as a 30' by 30' parcel containing 900 square feet (the "Land Space"), together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof.

NOW THEREFORE, in consideration of the sum of One Thousand Dollars (\$1,000.00), to be paid by LESSEE to the LESSOR, the LESSOR hereby grants to LESSEE the right and option to lease said Premises, for the term and in accordance with the covenants and conditions set forth herein. The foregoing payment shall be made by LESSEE within forty five (45) days of execution of this Agreement or of receipt by LESSEE from LESSOR of the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below, whichever occurs later. The providing by LESSOR of Rental Documentation to LESSEE shall be a prerequisite for the payment of the foregoing amount or any other option or rental payment, if applicable, by LESSEE, and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any payment(s) until Rental Documentation has been supplied to LESSEE.

The option may be exercised at any time on or prior to twelve (12) months after the date of this Agreement. If the option has not been so exercised, it shall be automatically extended for one additional period of twelve (12) months, unless LESSEE gives written notice to the LESSOR of the intent not to extend prior to the end of the initial option period. If the option is extended, LESSEE shall make an additional payment of One Thousand Dollars (\$1,000.00) to LESSOR within thirty (30) days of the option being extended, provided LESSOR has supplied to LESSEE the Rental Documentation, as defined in and in accordance with Paragraph 3 of the Agreement below. The time during which the option may be exercised may be further extended by mutual agreement in writing. If during said option period, or during the term of the lease, if the option is exercised, the LESSOR decides to subdivide, sell or change the status of the Property or his property contiguous thereto he shall immediately notify LESSEE in writing so that LESSEE can take steps necessary to protect LESSEE's interest in the Premises.

This option may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal; to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; or to any entity which acquires or receives an interest in the majority of communication towers of the LESSEE in the market defined by the Federal Communications Commission in which the Property is located. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

Should LESSEE fail to exercise this option or any extension thereof within the time herein limited, all rights and privileges granted hereunder shall be deemed completely surrendered, this option terminated, and LESSOR shall retain all money paid for the option, and no additional money shall be payable by either Party to the other.

LESSOR shall cooperate with LESSEE in its effort to obtain all certificates, permits and other approvals that may be required by any Federal, State or Local authorities which will permit LESSEE use of the Premises. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use by LESSEE. Notwithstanding anything to contrary contained in this grammatical paragraph, nothing in this Agreement shall be construed to remove or lessen any obligation of LESSEE as relating to the use, occupation, or development of the Premises and/or any application or approval process required to obtain the desired use, occupation, or development of the Premises.

The LESSOR shall permit LESSEE, during the option period, free ingress and egress to the Premises to conduct such surveys, inspections, structural strength analysis, subsurface soil tests, and other activities of a similar nature as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE shall be responsible for all costs and fees incurred in the performance of any such survey, inspection, testing, or analysis. LESSEE shall also indemnify and hold LESSOR harmless pursuant to the terms of paragraph 9, Indemnification, of the Agreement in connection with LESSEE's presence, use, testing, investigation, or surveying of the Premises as set forth herein during the Option period.

LESSOR agrees to execute a Memorandum of this Option and Land Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Option to Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

Notice of the exercise of the option shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested. Notice shall be deemed effective on the date it is posted and thereupon the following agreement shall take effect:

#### LAND LEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between The City of

Corning, a municipal corporation, with its principal offices located at 794 Third Street, Corning, California, hereinafter designated LESSOR and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 103 East Fig Lane, Corning, Tehama County, California, and being described as a 30' by 30' parcel containing 900 square feet (the "Land Space"), together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a right of way extending from the nearest public right of way to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the County of Tehama as Assessor's Parcel Number 073-260-30-1.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right of way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A." Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Sixteen Thousand Two Hundred Dollars (\$16,200.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. The Commencement Date shall be the first day of the month in which notice of the exercise of the option, as set forth above, is effective. However, LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the exercise of the option is effective.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in

LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s) or transferee(s) of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s) or transferee(s) of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s) or transferee(s) of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. ANNUAL RENTAL INCREASE. The annual rental shall increase annually on each anniversary of the Commencement Date by an amount equal to two percent (2%) of the previous year's annual rental.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term."

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the

LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely

manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. No Party shall be liable to the other, or any of their respective agents, representatives, employees for any punitive damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. Nothing in this paragraph shall be construed to remove any rights otherwise available to either Party under California law and not expressly released herein.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the

same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: The City of Corning  
794 Third Street  
Corning, California 96021

LESSEE: Sacramento-Valley Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way;

provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor in interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor in interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then existing LESSOR defaults under the Agreement. Such Non Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days

in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

(a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, except to the extent such conditions or concerns are caused by the specific activities, use, occupation, action, or inaction of LESSEE in or at the Premises.

(b) LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, except to the extent such environmental conditions are caused by the specific activities, use, occupation, action, or inaction of LESSEE in or at the Premises.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to

the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

The City of Corning, a municipal corporation

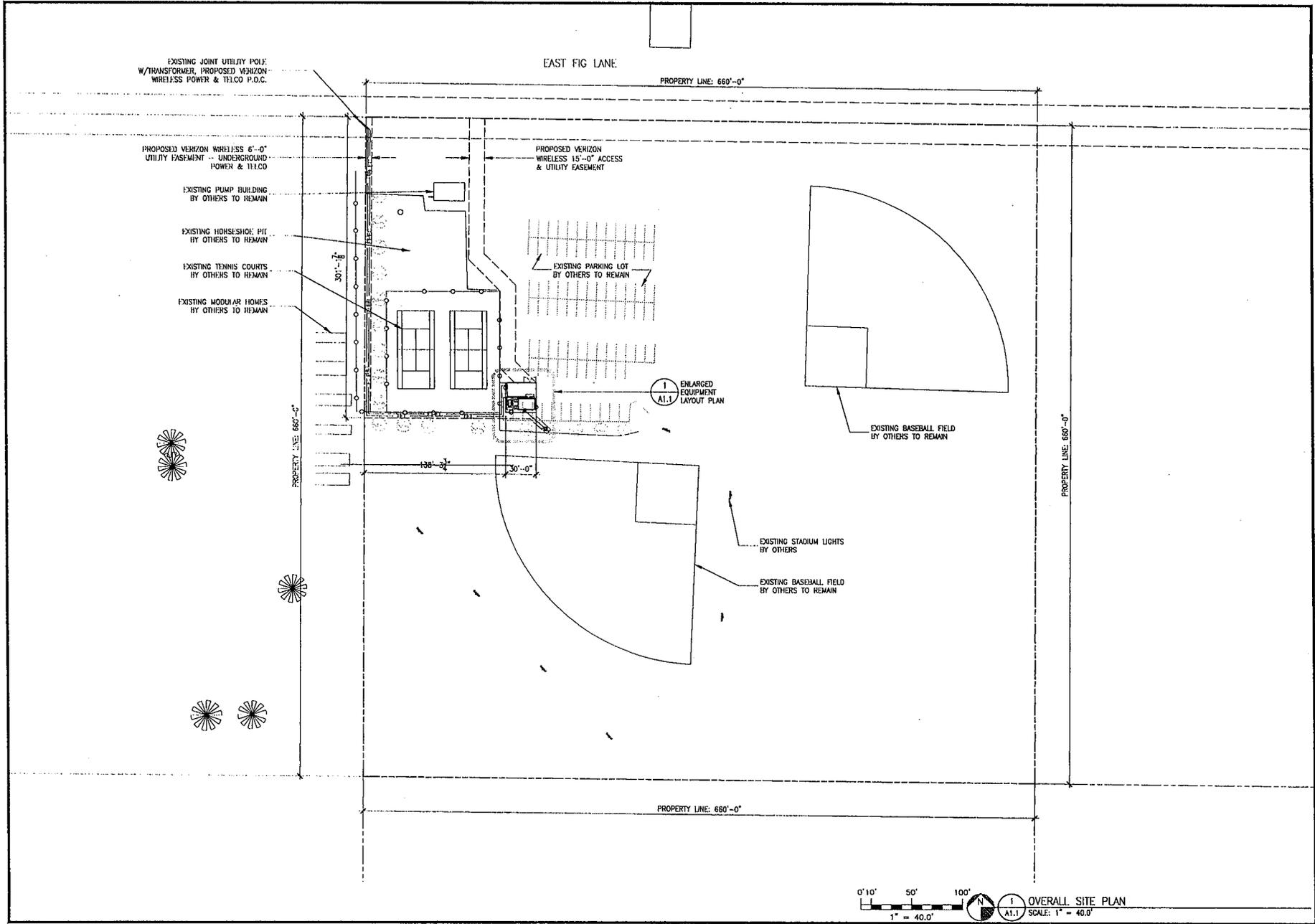
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

LESSEE:

Sacramento-Valley Limited Partnership  
d/b/a Verizon Wireless  
By AirTouch Cellular, Its General Partner

By: \_\_\_\_\_  
Name: Brian Mecum  
Title: Area Vice President Network  
Date: \_\_\_\_\_

# Exhibit "A"



**MST ARCHITECTS**  
 103 E. FIG LANE  
 CORONA, CA 92621  
 (949) 233-1111  
 www.mstarchitects.com

**COMPLETE**

**verizon WIRELESS**

OREN'S CORONA  
 103 E. FIG LANE  
 CORONA, CA 92621

SHEET TITLE: **OVERALL SITE PLAN**

Not valid unless signed by the architect.

Revisions:

△	---
△	---
△	---
△	---
△	---

File: 103\_EFIG\_A11.dwg  
 Drawn By: JST  
 Checked By: JST  
 Scale: AS SHOWN  
 Date: 01/17/14

Job No. 102833

**A1.1**



Z/D DRAWING SIGN-OFF

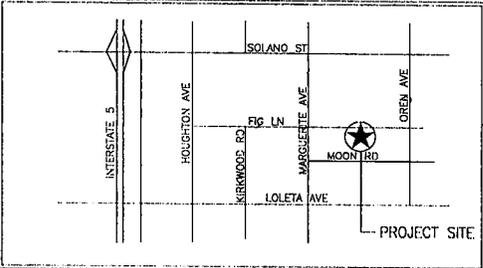
DATE:	TIME:	%	CWC-PLEASE RETURN BY:
			
SITE ACQUISITION:	SIGNATURE:	DATE:	
PLANNING:			
CONSTRUCTION:			
MANAGEMENT:			
			
CONSTRUCTION:	SIGNATURE:	DATE:	
REAL ESTATE:			
RF ENGINEER:			
EQUIPMENT ENGINEER:			
MW ENG./TRANSPORT:			
OTHER (IF APPLICABLE):	SIGNATURE:	DATE:	



255 Parkshore Drive, Folsom, CA 95630

### OREN'S CORONA

103 E. FIG LANE  
CORNING, CA 96021  
APN: 073-260-30-1  
LOCATION #: 278752



CORNING, CA LOCATION PLAN 

**DIRECTIONS**

FROM VERIZON OFFICE @ 255, PARKSHORE DRIVE, FOLSOM, CA 95630:

1. HEAD NORTHEAST ON PARKSHORE DR TOWARD COOLIDGE DR.
2. MAKE A U-TURN AT COOLIDGE DR.
3. TURN LEFT ONTO FOLSOM BLVD.
4. MERGE ONTO US-50 W VIA THE RAMP TO SACRAMENTO
5. CONTINUE ONTO I-305 W/I-805 W/US-50 W.
6. TAKE THE INTERSTATE 5 N/INTERSTATE 5 S/STATE ROUTE 99 NORTH EXIT TOWARD REDDING/LOS ANGELES
7. KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR I-5 N/REDDING AND MERGE ONTO I-5 N.
8. KEEP LEFT TO STAY ON I-5 N, FOLLOW SIGNS FOR INTERSTATE 5/WOODLAND/REDDING 9 TAKE THE SOUTH AVE EXIT.
10. TURN RIGHT ONTO SOUTH AVE.
11. TURN LEFT ONTO MARGUERITE AVE.
12. TURN RIGHT ONTO E FIG LN.

SITE WILL BE LOCATED ON THE RIGHT

**INDEX OF DRAWINGS**

1. T1.1	TITLE SHEET, LOCATION PLAN, PROJECT DATA
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**PROJECT DIRECTORY**

<b>APPLICANT:</b> VERIZON WIRELESS 255 PARKSHORE DRIVE FOLSOM, CA 95630	<b>PROPERTY OWNER:</b> CITY OF CORNING 784 3RD STREET CORNING, CA 96021 PATRICK WALKER 530-624-9305
<b>ARCHITECT:</b> MANUEL S. TSHILAS MST ARCHITECTS, INC. 801 ALHAMBRA BLVD., SUITE 2 SACRAMENTO, CA 95816 916-341-0405 manuel@mstarchitects.com	<b>CONSTRUCTION MANAGER:</b> BOB SCHROEDER COMPLETE WIRELESS CONSULTING, INC. 2009 W STREET SACRAMENTO, CA 95818 916-217-7512 bschroeder@completewireless.net

**PROJECT SUMMARY**

**PROPERTY INFORMATION**  
 LATITUDE: N39° 55' 11.14" NAD 83  
 LONGITUDE: W122° 09' 58.14" NAD 83  
 LATITUDE: N39° 55' 11.57" NAD 27  
 LONGITUDE: W122° 09' 55.21" NAD 27  
 ASSESSOR'S PARCEL NUMBER: 073-260-30-1

**JURISDICTION:** TEHAMA COUNTY  
**OCCUPANCY:** S-2 (UNMANNED TELECOMMUNICATIONS FACILITY) U (TOWER)  
**TYPE OF CONSTRUCTION:** V-B  
**ZONING:** P/OP (PUBLIC / QUASI-PUBLIC)

**CODE COMPLIANCE**

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

1. 2013 CALIFORNIA ADMINISTRATIVE CODE (CAC) (INCL. TITLE 24 & 25)
2. 2013 CALIFORNIA BUILDING CODE (CBC)
3. 2013 CALIFORNIA RESIDENTIAL BUILDING CODE
4. 2013 CALIFORNIA ELECTRICAL CODE (CEC)
5. 2013 CALIFORNIA MECHANICAL CODE (CMC)
6. 2013 CALIFORNIA PLUMBING CODE (CPC)
7. 2013 CALIFORNIA ENERGY CODE (CEC)
8. 2013 CALIFORNIA HISTORICAL BUILDING CODE
9. 2013 CALIFORNIA FIRE CODE (CFC)
10. 2013 CALIFORNIA EXISTING BUILDING CODE
11. 2013 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGreen CODE)
12. 2013 CALIFORNIA REFERENCE STANDARDS CODE
13. LOCAL COUNTY OR CITY ORDINANCES
14. PRE-FABRICATED EQUIPMENT SHELTER IS STATE OF CALIFORNIA INSPECTED AND APPROVED. NOT FOR LOCAL INSPECTION.

ACCESSIBILITY REQUIREMENTS: THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. ACCESSIBILITY NOT REQUIRED IN ACCORDANCE WITH THE 2013 CBC 11B-203.5, AND 11B-202.4 EXCEPTION 7.

**PROJECT DESCRIPTION**

PROPOSED VERIZON WIRELESS UNMANNED TELECOMMUNICATIONS FACILITY INCLUDING:

- A 30'-0"x30'-0" LEASE AREA.
- A 6'-0" TALL CHAIN LINK FENCE W/BARBED WIRE & 12'-0" ACCESS GATE @ LEASE AREA PERIMETER.
- AN 11'-6"x16'-10 1/2" PRE-FABRICATED EQUIPMENT SHELTER TO MATCH EXISTING PUMP BUILDING "E".
- UNDERGROUND POWER & TELCO UTILITIES.
- A UL22000 CERTIFIED 30KW STANDBY DIESEL GENERATOR W/UL 142 CERTIFIED 132 GALLON FUEL TANK ON A NEW 6'-0"x13'-0" CONCRETE SLAB.
- (9) 6" DIAMETER UNDERGROUND CONDUIT W/(18) 7/8" COAXIAL CABLES, (1) 1-5/8" HYBRID CABLE & (1) RET CABLE.
- REMOVE (1) EXISTING STADIUM LIGHT STANDARD & REPLACE WITH A NEW 120'-0" TALL VERIZON WIRELESS MONOPOLE WITH RELOCATED LIGHT STANDARD.
- (4) ANTENNA SECTORS W/(2) ANTENNAS PER SECTOR MOUNTED ON A PROPOSED 120'-0" TALL MONOPOLE.
- (5) RRH UNITS (2 PER SECTOR) MOUNTED BEHIND NEW ANTENNAS.
- (2) RAYCAP SURGE PROTECTORS (1 @ EQUIPMENT SHELTER & 1 @ ANTENNAS)

**PROJECT MILESTONES**

02/04/2014	90% ZONING DOCUMENTS
03/17/2014	100% ZONING DOCUMENTS
XX/XX/XXXX	90% CONSTRUCTION DOCUMENTS
XX/XX/XXXX	100% CONSTRUCTION DOCUMENTS



**MST ARCHITECTS**  
 801 ALHAMBRA BLVD., SUITE 2  
 SACRAMENTO, CA 95816  
 916-341-0405  
 manuel@mstarchitects.com

OREN'S CORONA  
 103 E. FIG LANE  
 CORNING, CA 96021

 **COMPLETE WIRELESS CONSULTING, INC.**

SHEET TITLE: TITLE SHEET, LOCATION PLAN, PROJECT DATA

File: 162833\_T11.dwg  
 Drawn By: xxx  
 Checked By: ast  
 Scale: AS SHOWN  
 Date: 03/17/14

Job No. 162833

# T1.1

DATE OF SURVEY: 01-29-14  
 SURVEYED BY OR UNDER DIRECTION OF: KENNETH D. GEL,  
 E.C.C. 14463  
 LOCATED IN THE COUNTY OF TEHAMA, STATE OF CALIFORNIA  
 BEARINGS SHOWN ARE BASED UPON MONUMENTS FOUND AND  
 RECORD INFORMATION. THIS IS NOT A BOUNDARY SURVEY.  
 ELEVATIONS SHOWN ON THIS PLAN ARE BASED UPON U.S.O.S.  
 N.A.V.D. 88 DATUM ABOVE MEAN SEA LEVEL UNLESS  
 OTHERWISE NOTED.

N.G.V.D. 1929 CORRECTION: SUBTRACT 2.4" FROM ELEVATIONS  
 SHOWN.  
 CONTOUR INTERVAL: n.c.

ASSESSOR'S PARCEL NUMBER: 073-260-30-1

LANDLORD(S): PATRICK WALKER  
 CITY OF CORNING  
 784 3RD STREET  
 CORNING, CA 96021  
 530-624-9305

SITE CONTACT: BOB SCHROEDER  
 916-217-7512

Project Name: Oren's Corona  
 Project Site Location: 103 E. Fig Lane  
 Corning, CA 96021  
 Tehama County

Date of Observation: 01-29-14

Equipment/Procedure Used to Obtain Coordinates: Trimble  
 R1060000 GNSS with Polaris Office software.  
 Type of Antenna Mount: Proposed Steel Monopole

Coordinates (Centering Tower)  
 Latitude: N 39°51'11.4" (NAD83) N 39°51'11.57" (NAD27)  
 Longitude: W 122°09'53.14" (NAD83) W 122°09'53.21" (NAD27)  
 ELEVATION OF GROUND AT STRUCTURE (NAVD88) 787' AMSL.

VERIZON WIRELESS  
 OREN'S CORONA LEASE AREA

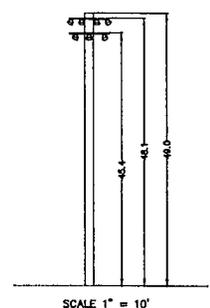
ALL THAT CERTAIN LEASE AREA BEING A PORTION OF LOT 3  
 BLOCK 31 AS DELINEATED ON THE PLAT OF MAYWOOD COLONY NO.  
 1 AS RECORDED IN BOOK 8 OF RECORD MAPS, PAGE 1, TEHAMA  
 COUNTY, CALIFORNIA RECORDS AND BEING MORE PARTICULARLY  
 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE  
 AFORESAID LOT 3; THENCE SOUTH 00°08'24" WEST 287.79  
 FEET ALONG THE WEST BOUNDARY THEREOF; THENCE LEAVING  
 54.00 WEST BOUNDARY SOUTH 89°51'10" EAST 146.03 FEET TO THE  
 TRUE POINT OF BEGINNING; THENCE FROM SAID POINT OF  
 BEGINNING NORTH 00°08'50" EAST 30.00 FEET; THENCE SOUTH  
 89°51'10" EAST 30.00 FEET; THENCE SOUTH 00°08'50" WEST 30.00  
 FEET; THENCE NORTH 89°51'10" WEST 30.00 FEET TO THE POINT  
 OF BEGINNING.

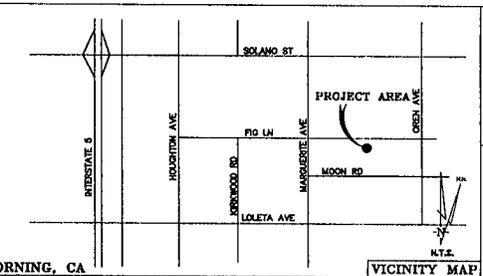
TOGETHER WITH AN EASEMENT FOR BUSINESS, LEGAL AND UTILITY  
 PURPOSES, FIFTEEN FEET IN WIDTH, THE CENTERLINE OF WHICH IS  
 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH  
 BOUNDARY OF THE ABOVE DESCRIBED LEASE AREA WHICH BEARS  
 NORTH 89°51'10" WEST 10.5 FEET FROM THE NORTHEAST CORNER  
 THEREOF; THENCE FROM SAID POINT OF BEGINNING NORTH  
 44°28'03" WEST 24.34 FEET; THENCE NORTH 00°08'50" EAST 76.80  
 FEET; THENCE NORTH 44°28'03" WEST 44.28 FEET; THENCE NORTH  
 00°31'52" EAST 130.87 FEET MORE OR LESS TO THE PUBLIC RIGHT  
 OF WAY.

ALSO TOGETHER WITH AN EASEMENT FOR UTILITY PURPOSES, SIX  
 FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS  
 FOLLOWS: BEGINNING AT A POINT WHICH BEARS NORTH 89°51'10"  
 WEST 3.00 FEET FROM THE SOUTHEAST CORNER OF THE ABOVE  
 DESCRIBED LEASE AREA; THENCE FROM SAID POINT OF BEGINNING  
 NORTH 89°51'10" WEST 17.3 FEET; THENCE NORTH 00°08'50"  
 EAST 280.04 FEET TO THE PUBLIC RIGHT OF WAY.

ALSO TOGETHER WITH AN EASEMENT FOR THE PLACEMENT OF  
 CELLULAR TOWER, FOOTING, COAXIAL CABLE AND APPURTENANCES,  
 SIX FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS  
 FOLLOWS: BEGINNING AT A POINT WHICH BEARS NORTH 89°51'10"  
 WEST 3.23 FEET FROM THE SOUTHEAST CORNER OF THE ABOVE  
 DESCRIBED LEASE AREA; THENCE FROM SAID POINT OF BEGINNING  
 SOUTH 47°15'04" WEST 28.00 FEET.



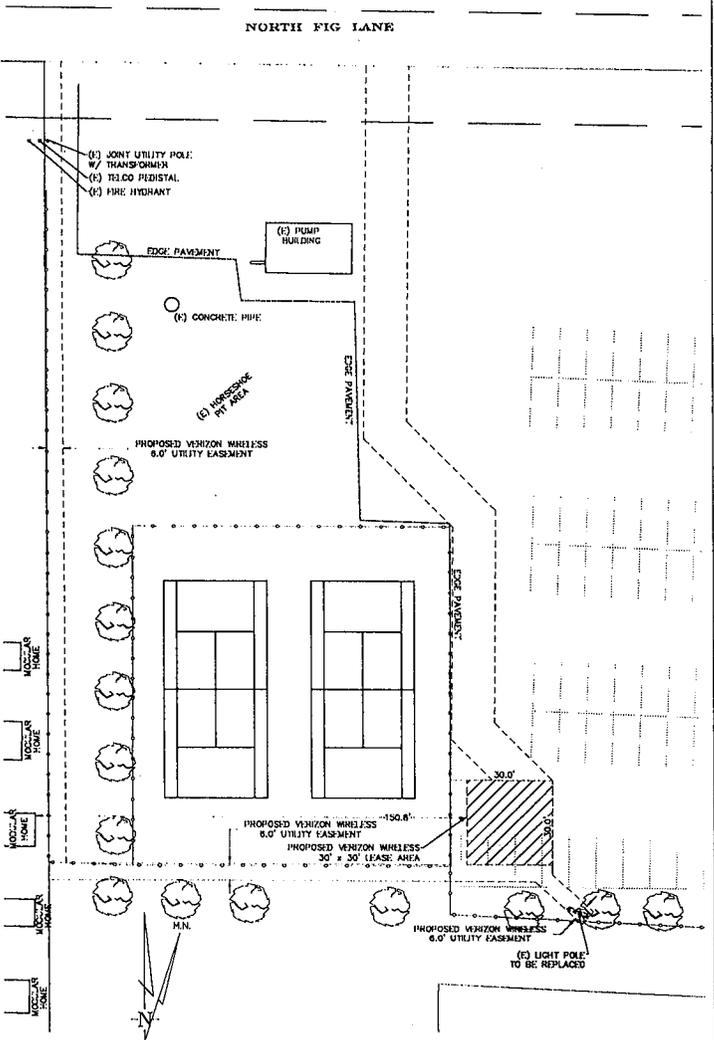
SCALE 1" = 10'



CORNING, CA VICINITY MAP

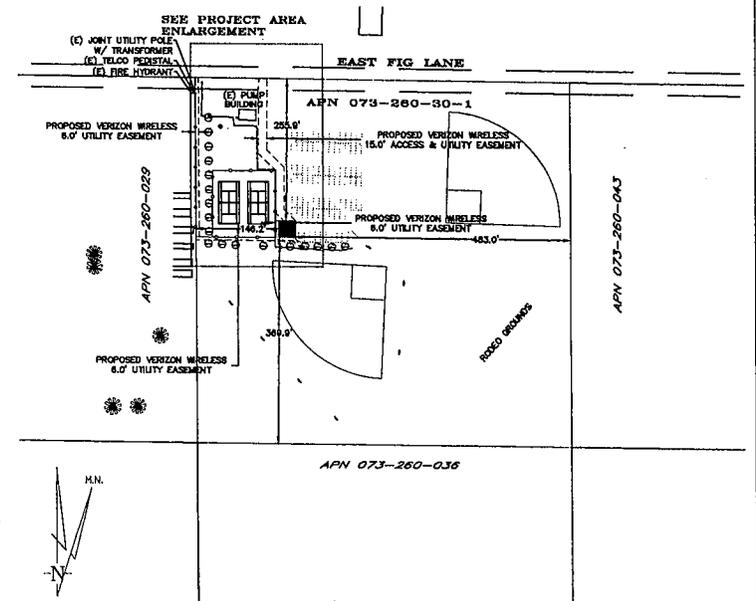
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 EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

BOUNDARY SHOWN IS BASED ON MONUMENTATION FOUND AND RECORD INFORMATION. THIS IS NOT A  
 BOUNDARY SURVEY. THIS IS A SPECIALIZED TOPOGRAPHIC MAP WITH PROPERTY LINES AND EASEMENTS  
 BEING A GRAPHIC DEPICTION BASED ON INFORMATION GATHERED FROM VARIOUS SOURCES OF RECORD  
 AND AVAILABLE MONUMENTATION FOUND DURING THE FIELD SURVEY. NO EASEMENTS WERE RESEARCHED  
 OR PLOTTED. PROPERTY LINES AND LINES OF TITLE WERE NOT INVESTIGATED NOR SURVEYED. NO  
 PROPERTY MONUMENTS WERE SET.



SCALE 1" = 20'

PROJECT AREA ENLARGEMENT



SCALE 1" = 100'

OVERALL PROJECT AREA

DATE	APPROVED	DATE

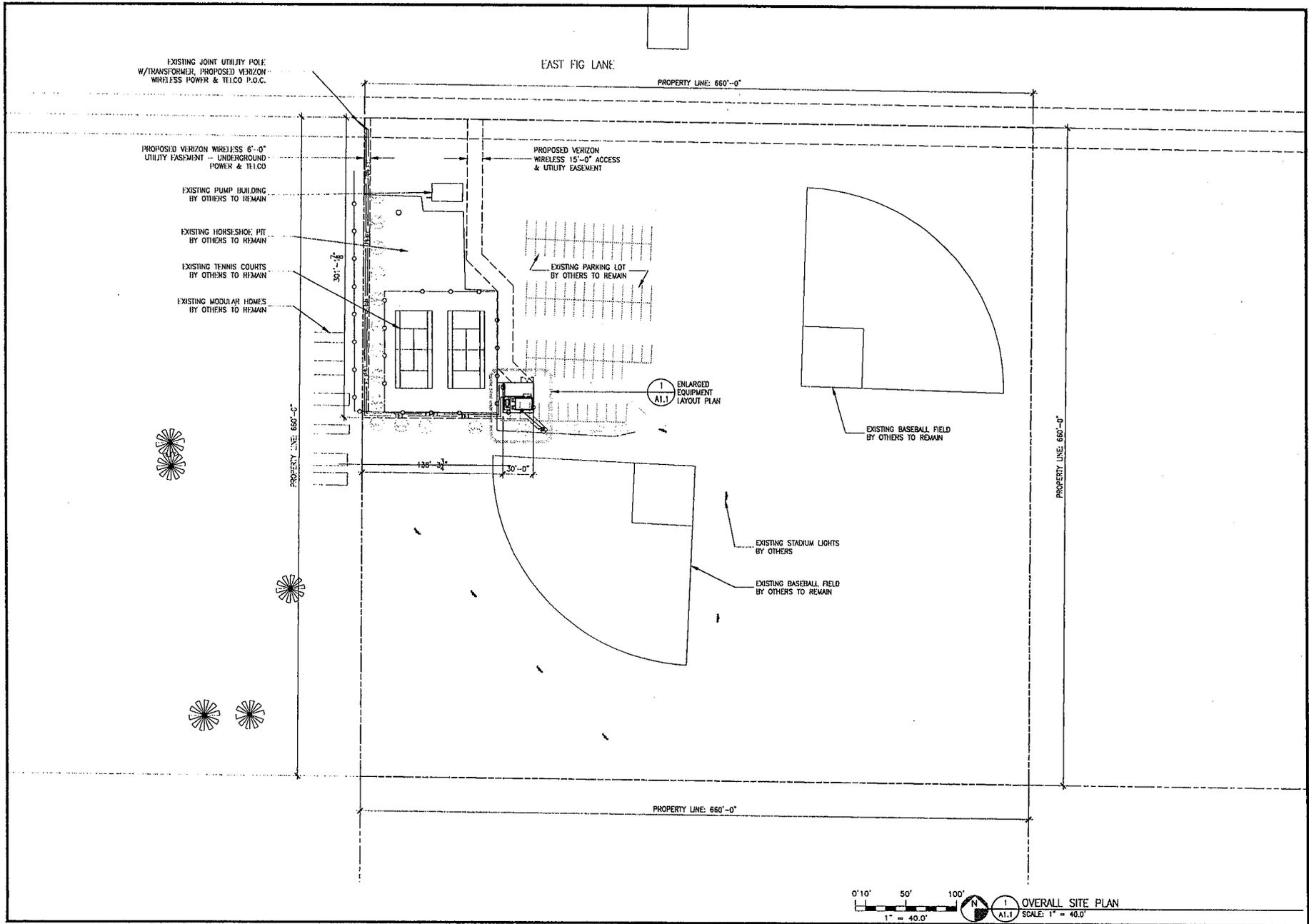
GEL ENGINEERING  
 103 E. Fig Lane  
 Corning, CA 96021  
 530-624-9305  
 www.gel-engineering.com



Oren's Corona  
 103 E. Fig Lane  
 Corning, CA 96021

REV	DATE	DESCRIPTION

C-1



EXISTING JOINT UTILITY POLE  
W/TRANSFORMER, PROPOSED VERIZON  
WIRELESS POWER & TELCO P.O.C.

EAST FIG LANE

PROPERTY LINE: 660'-0"

PROPOSED VERIZON WIRELESS 6'-0"  
UTILITY EASEMENT - UNDERGROUND  
POWER & TELCO

PROPOSED VERIZON  
WIRELESS 15'-0" ACCESS  
& UTILITY EASEMENT

EXISTING PUMP BUILDING  
BY OTHERS TO REMAIN

EXISTING HORSESHOE PIT  
BY OTHERS TO REMAIN

EXISTING TENNIS COURTS  
BY OTHERS TO REMAIN

EXISTING MODULAR HOMES  
BY OTHERS TO REMAIN

EXISTING PARKING LOT  
BY OTHERS TO REMAIN

1  
A1.1 ENLARGED  
EQUIPMENT  
LAYOUT PLAN

EXISTING BASEBALL FIELD  
BY OTHERS TO REMAIN

EXISTING STADIUM LIGHTS  
BY OTHERS

EXISTING BASEBALL FIELD  
BY OTHERS TO REMAIN

PROPERTY LINE: 660'-0"

PROPERTY LINE: 660'-0"

PROPERTY LINE: 660'-0"

0' 10' 50' 100'  
1" = 40.0'  
N  
1  
A1.1 OVERALL SITE PLAN  
SCALE: 1" = 40.0'

**COMPLETE**  
ARCHITECTS

**MST ARCHITECTS**  
1000 S. MAIN ST., SUITE 200  
CORONA, CA 92621  
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OREN'S CORONA  
703 E. FIG LANE  
CORONA, CA 92621

**verizon** WIRELESS

SHEET TITLE: OVERALL SITE PLAN

Not valid unless signed by the architect.

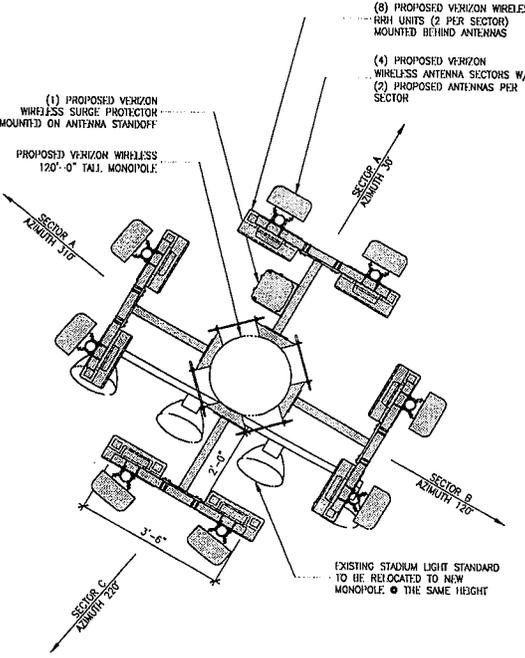
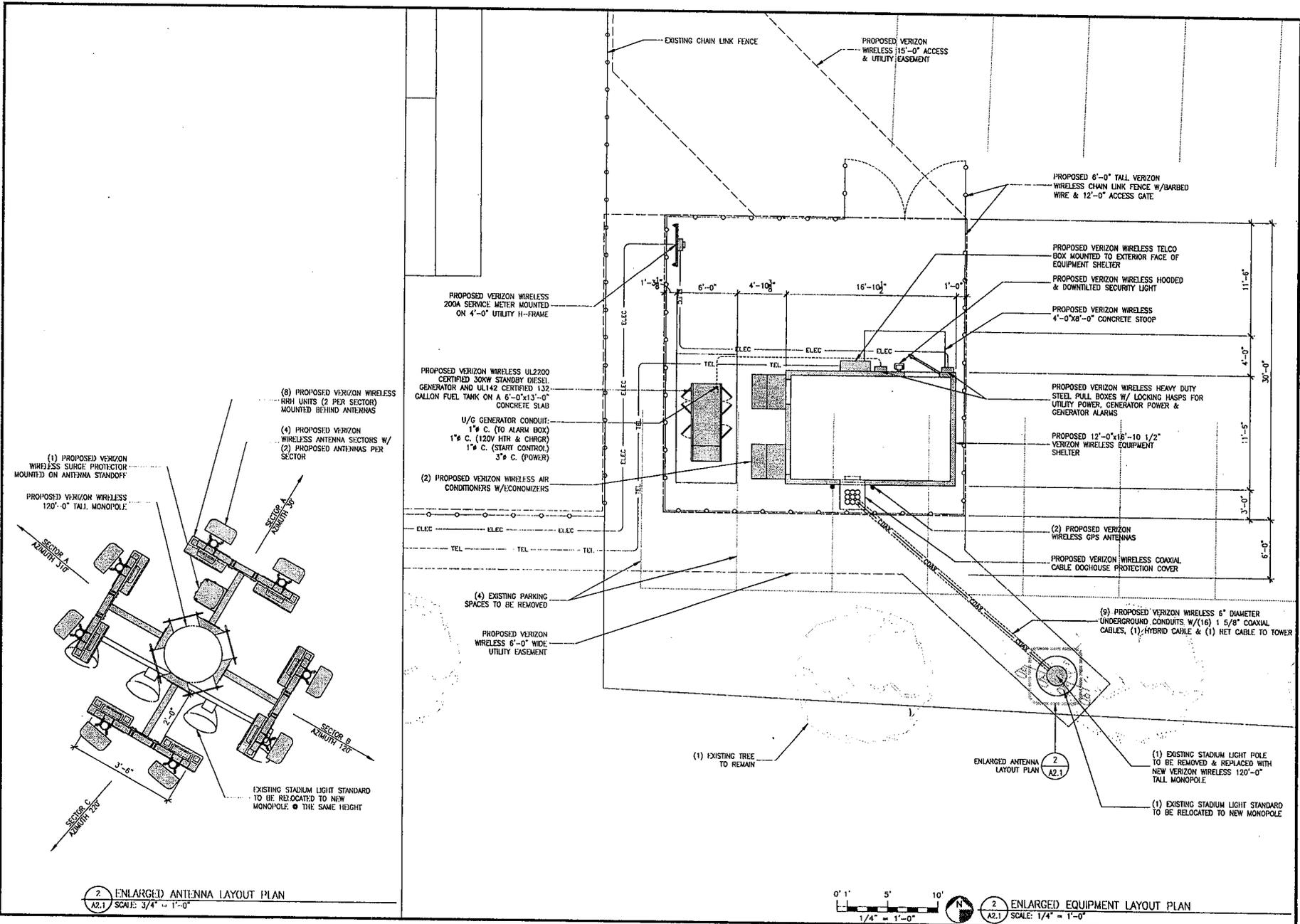
Revisions:

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Checked By: MST  
Scale: AS NOTED  
Date: 03/17/14

Job No. 102.033

**A1.1**



2 ENLARGED ANTENNA LAYOUT PLAN  
A2.1 SCALE: 3/4" = 1'-0"

2 ENLARGED EQUIPMENT LAYOUT PLAN  
A2.1 SCALE: 1/4" = 1'-0"

**MST ARCHITECTS**  
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**COMPLETE**  
 WIRELESS CONSULTING, INC.

OREN'S CORONA  
 103 E. FIG LANE  
 CORONA, CA 92621

**verizon** WIRELESS

SHEET TITLE: ENLARGED EQUIPMENT PLAN, ANTENNA PLAN

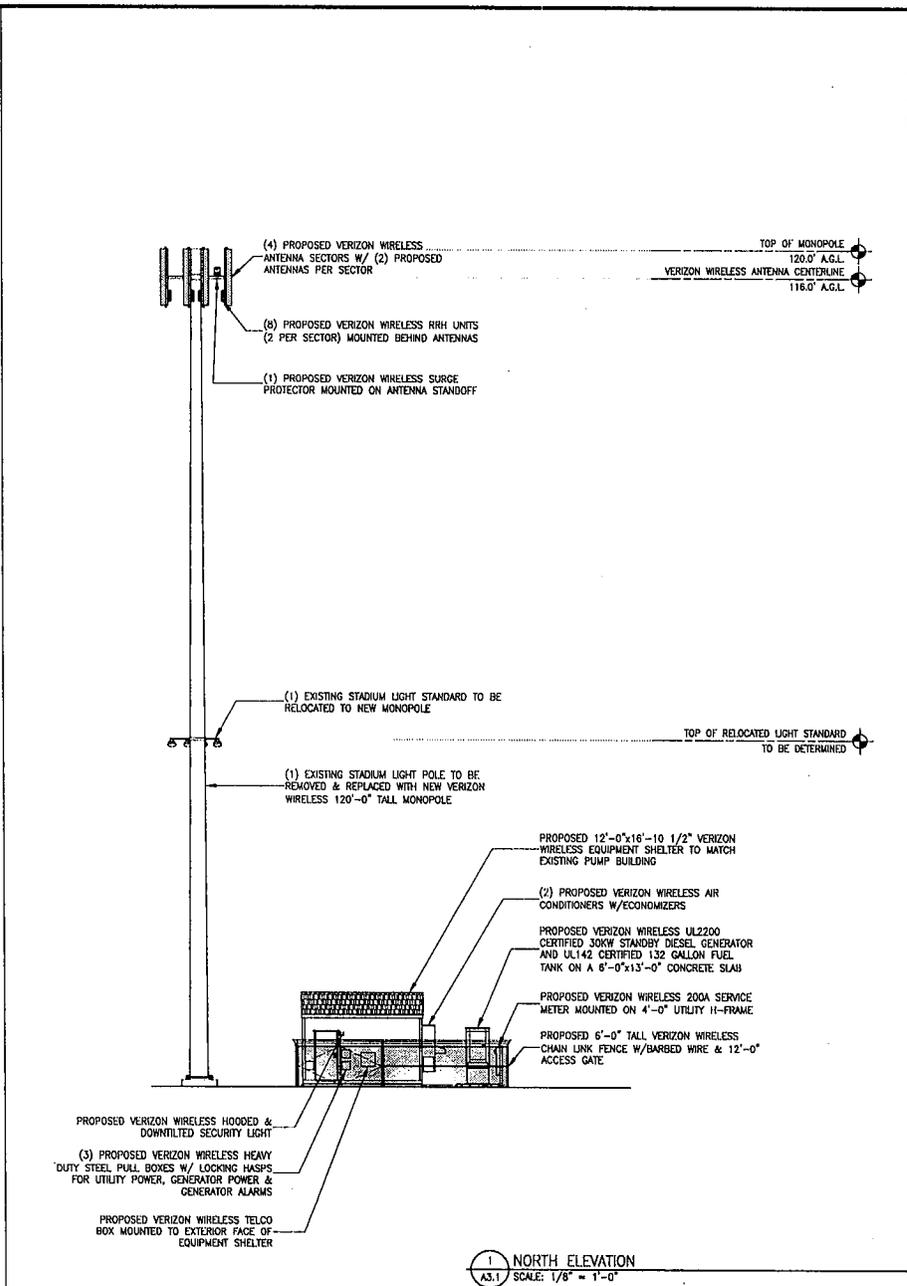
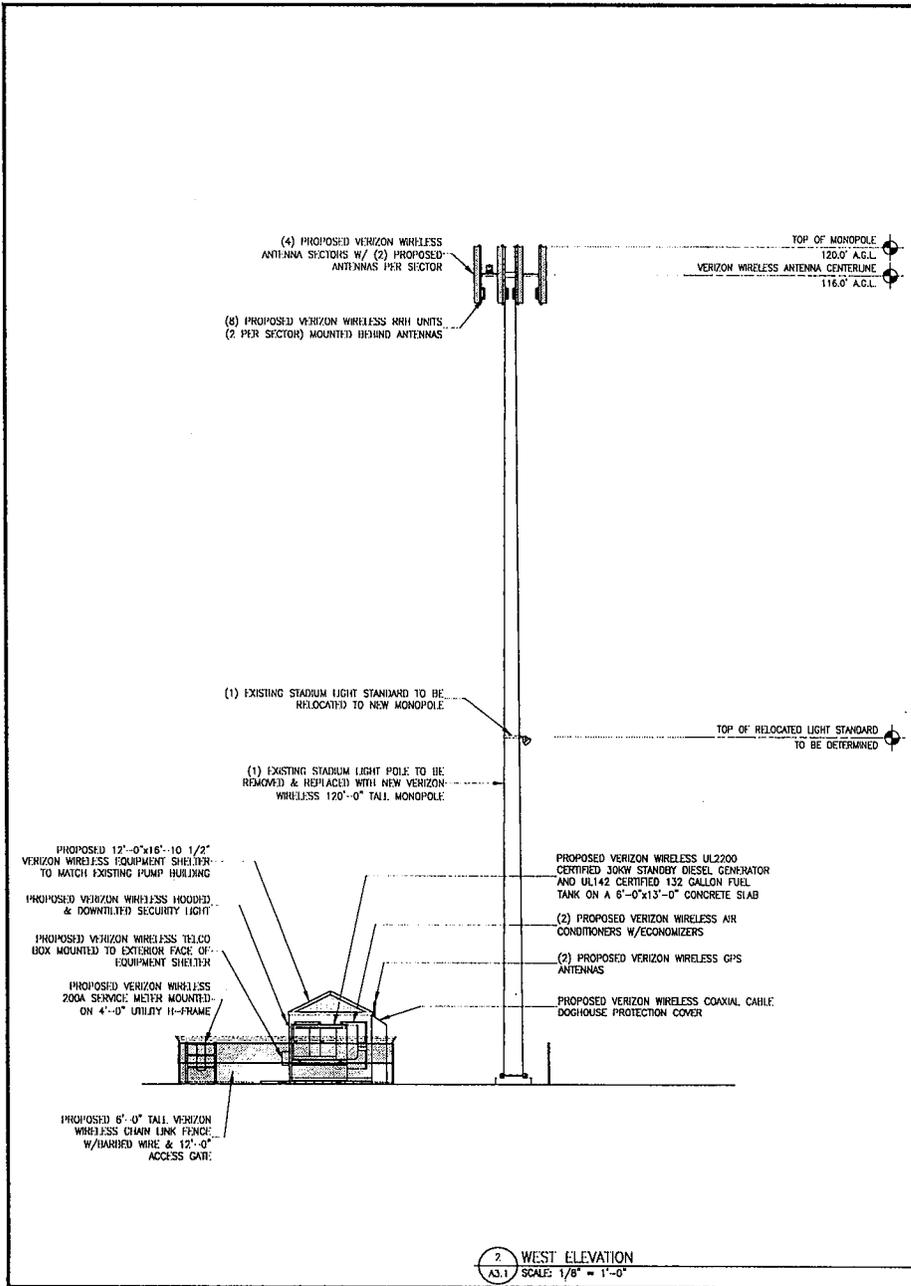
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 Checked By: MCB  
 Scale: AS NOTED  
 Date: 03/17/14

Revisions:

1	
2	
3	
4	
5	

Job No. 102433

**A2.1**



**MST ARCHITECTS**  
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TEL: 530.291.1111  
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**COMPLETE**  
ARCHITECTURAL  
DRAWINGS

OREN'S CORONA  
103 E. FIG LANE  
CORNING, CA 96021

verizon WIRELESS

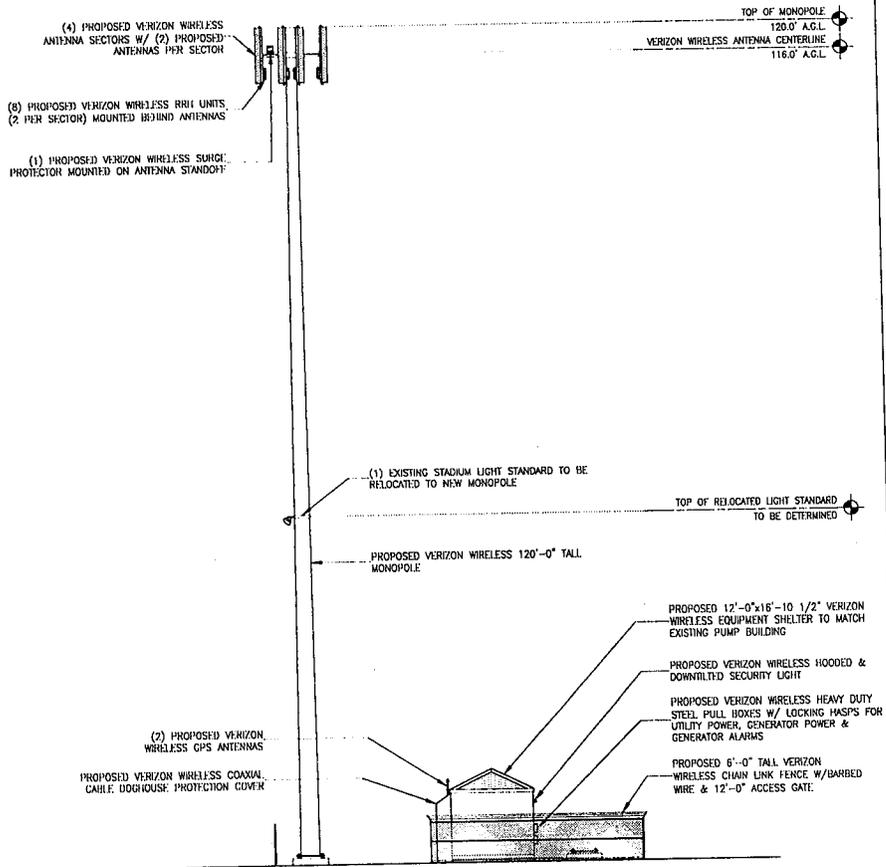
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Revisions:

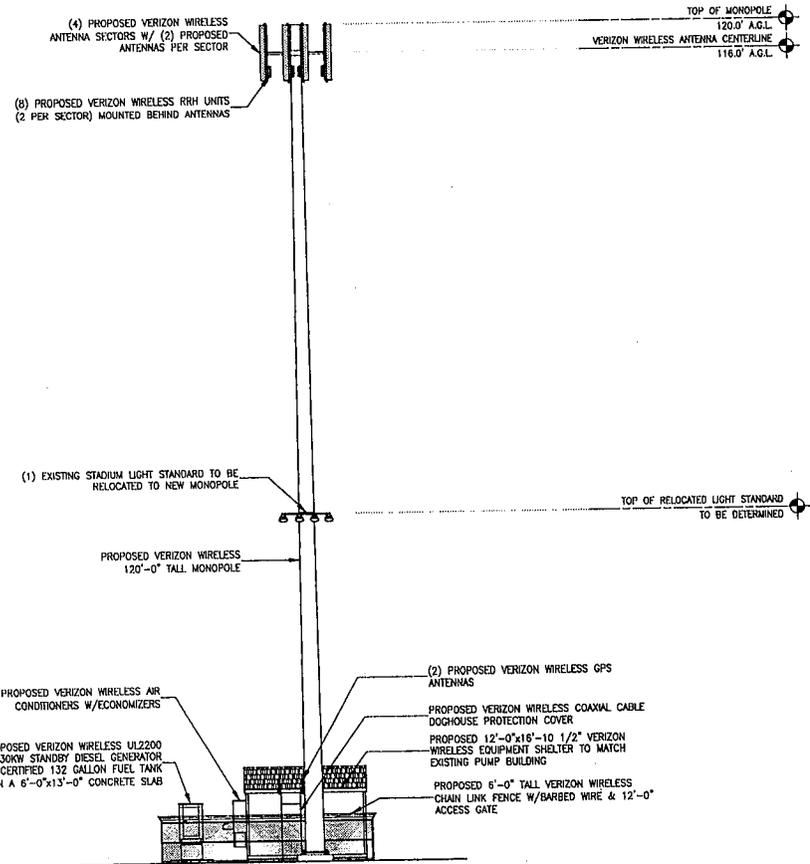

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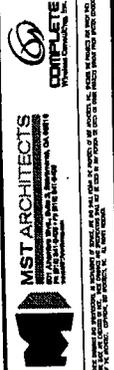
**A3.1**



2 EAST ELEVATION  
A3.1 SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION  
A3.1 SCALE: 1/8" = 1'-0"



OREN'S CORONA  
103 E. FIG LANE  
CORNING, CA 98021

PROJECT ELEVATIONS

Revisions:

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Date: 03/17/14

Job No. 182833

A3.2