



CORRECTED  
CITY OF CORNING  
CITY COUNCIL AGENDA

TUESDAY, DECEMBER 9, 2008  
CITY COUNCIL CHAMBERS  
794 THIRD STREET

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

B. **ROLL CALL:**

Council:	Hill
	Turner
	Parkins
	Leach
Mayor:	Strack

C. **ADJOURN TO CLOSED SESSION:**

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:**  
Agency Negotiator: William May, Labor Relations Consultant  
Public Safety Employees Bargaining Unit  
Dispatch Association Unit

**PERSONNEL EVALUATIONS:**

Manager and Council Team Review of New Public Works Director, Fire Chief,  
Planning Director and Building Official.

D. **RECONVENE AND REPORT ON CLOSED SESSION: 7:30 p.m.**

E. **INVOCATION AND PLEDGE OF ALLEGIANCE:**

F. **PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS:**

G. **NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT:**

H. **BUSINESS FROM THE FLOOR:** If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, give your name and address, and briefly identify the matter you wish to have placed on the Agenda. The Council will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Council from taking formal action on the issue, however, unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

I. **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.

1. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
2. **Waive the Reading and Approve the Minutes of the November 25, 2008 Meeting with any necessary corrections.**
3. **December 3, 2008 Claim Warrant - \$127,522.34.**
4. **Business License Report – December 3, 2008.**

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

CORRECTED

5. Treasurer's Report – November 2008.
  6. Wages and Salaries – November 2008 - \$368,386.24.
  7. December 2008 Building Permit Valuation - \$27,823.56.
  8. November 2008 – Southwest Water Company Wastewater Operation Summary Report.
  9. City Council Appointment of Vice Mayor.
  10. City Mayor's Appointments of City Council Representatives to the Various Commissions/Committees.
  11. Approve Progress Pay Estimate 2 for \$206,353.84 for the Safe Routes to School Cycle 7 Project.
  12. Approve Cancellation of the December 23, 2008 City Council Meeting Due to the Christmas Holiday.
  13. Approve Final Copy and Authorize Work for I-5 Freeway Welcome Signs.
  14. Recommend Reappointment of Mr. Walter Dodd as Trustee of Tehama County Mosquito and Vector Control District.
- J. **ITEMS REMOVED FROM THE CONSENT AGENDA:**
- K. **PUBLIC HEARINGS AND MEETINGS:** Any person may speak on items scheduled for hearing at the time the Mayor declares the Hearing open. **ALL LEGAL NOTICES PUBLISHED IN ACCORDANCE WITH LAW.**
- L. **REGULAR AGENDA:** All items listed below are in the order which we believe are of most interest to the public at this meeting. However, if anyone in the audience wishes to have the order of the Agenda changed, please come to the podium, state your name and address, and explain the reason you are asking for the order of the Agenda to be changed.
15. Rodgers Theatre – Council Reconsideration of USDA Loan vs. other Funding Options, Discussion and Possible Action.
  16. Approve Budget to Implement CDBG First Time Home Buyer Program and Blackburn Avenue Improvements.
  17. Proposed Annual Rate Increase for Corning Disposal Service.
- M. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**
- N. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**
- O. **REPORTS FROM MAYOR AND COUNCIL MEMBERS:**
18. Hill:
  19. Turner:
  20. Parkins:
  21. Leach:
  22. Strack:
- P. **ADJOURNMENT!:**

POSTED: DECEMBER 5, 2008

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER



**CITY OF CORNING  
CITY COUNCIL MINUTES**

**TUESDAY, NOVEMBER 25, 2008  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

**Council:**

**Hill  
Dickison  
Zuniga  
Turner  
Strack**

**Mayor:**

All Council members were present.

**C. ADJOURN TO CLOSED SESSION:**

**CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:  
Agency Negotiator: William May, Labor Relations Consultant;  
Public Safety Employee Unit; and  
Dispatch Employee Unit**

**D. RECONVENE AND REPORT ON CLOSED SESSION: 7:30 P.M.**

Council reconvened the meeting and reported that they had met with the Labor Negotiator and gave him direction relating to the Public Safety Employee Unit and the Dispatch Employee Unit.

**E. INVOCATION AND PLEDGE OF ALLEGIANCE:**

City Manager Stephen Kimbrough led the Pledge of Allegiance.

**F. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS: None**

**G. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT: Not Present.**

**H. BUSINESS FROM THE FLOOR:**

John Leach, Councilor elect thanked the Council and City Staff for the card during his recent surgery.

Dean Cofer, on behalf of his wife and himself thanked City Council, City Staff, the Chamber of Commerce and Hometown Revitalization for all that they do for the City.

Joe DeScala thanked the City Clerk for her assistance with obtaining a copy of the Budget. He also presented the Council with information obtained from the internet on various professional grant writers.

Mr. DeScala asked the following questions:

- Amount of funding in the road fund.
- Is there a line item in the Budget for Deferred Agreements that show the amount of funding under each line item; Public Works Director John Brewer stated that the amount in this fund is the amount he paid, \$2,500.
- The minutes relate to an upcoming Planning Commission Study Session, Mr. DeScala stated that he would like to clarify the process. He stated that he believes the process is flawed and there might be a better process. He confirmed that the Study Session would be scheduled for the third meeting in January, however a letter from him with his request needs to be given to John Stoufer prior to the meeting to be agendaized.

Harry Zemansky addressed the Council regarding the proposed USDA Rural Development Loan for the Theatre. He stated he can't see how we can consider a \$400,000 Loan for the Theatre when he believes there is a 50-50 chance of the economy entering a Depression. He stated he doesn't see the City entering into this loan and paying from the General Fund at this time due to the economy.

- I. **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.
1. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
  2. **Waive the Reading and Approve the Minutes of the November 13, 2008 with any necessary corrections.**
  3. **November 19, 2008 Claim Warrant - \$235,777.80.**
  4. **Business License Report – November 19, 2008.**
  5. **Approve Contract Change Order No. 1 to increase the Safe Routes to School, Cycle 7 Contract by \$6,300.**
  6. **Select Airport Consultant and Approve Agreement for Professional Services with Wadell Engineering Corporation.**
  7. **Authorize Staff to Negotiate Agreement with Rainbow Aviation as Airport Fixed Base Operator (FBO).**

Councilor Turner requested that Consent Item number 6 be pulled for further information.

Without further discussion, Councilor Turner moved to approve Consent Items 1-5 and 7. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

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

6. **Select Airport Consultant and Approve Agreement for Professional Services with Wadell Engineering Corporation.**

Councilor Turner asked if the City had pursued any other Consultant, especially since we are committing this large amount of money stating are we getting the best bang for our buck? City Manager Kimbrough stated that the dollar amount is set by FAA and is pretty much a standard cost. He also stated that Staff recommends Mr. Wadell reasoning that to bring someone new into the mix would ensue a loss of time in bringing someone else up to speed, etc.

With no further discussion, Councilor Turner moved to approve Consent Item 6. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

- K. **PUBLIC HEARINGS AND MEETINGS:** Any person may speak on items scheduled for hearing at the time the Mayor declares the Hearing open. **ALL LEGAL NOTICES PUBLISHED IN ACCORDANCE WITH LAW.** None.

- L. **REGULAR AGENDA:** All items listed below are in the order which we believe are of most interest to the public at this meeting. However, if anyone in the audience wishes to have the order of the Agenda changed, please come to the podium, state your name and address, and explain the reason you are asking for the order of the Agenda to be changed.

**7. Rodgers Theatre: Discussion and Action on Establishing a Non-Profit Corporation and Seeking Tax-Exempt Status.**

Mayor Strack introduced this item by title and City Attorney Michael Fitzpatrick highlighted the information presented to the Council. He outlined the process stating that he does have experience with setting up the non-profit, however he advised the Council to have an accountant handle the tax exemption status. City Manager Kimbrough suggested that the City Accountant Roy Seiler could do this for the City. City Attorney Fitzpatrick stated that although the City would be setting it up, a separate group selected by the Council would oversee it.

Dean Cofer asked who retains the owner of the Theatre? He was informed that whether the City would retain ownership of the Theatre would be decided at a later date.

Councilor Dickison moved to authorize the City Attorney to seek advice from a qualified accountant about which type of tax status would best suit the City's needs and draft the documents needed to establish a Non-Profit Public Benefit Corporation for the Rodgers Theatre on behalf of those persons willing to be part of the sponsoring community group. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

**8. Extension of Workers Compensation and Liability Coverage to Friends of Rodgers Theatre Volunteers.**

Mayor Strack introduced this item by title. City Manager Kimbrough then explained the process that allows coverage under City policies.

Councilor Hill moved to approve the recognition of and extend Workers Compensation and Liability Coverage to Corning "Friends of Rodgers Theatre" Volunteers while actively engaged in Theatre restoration activities at the Rodgers Theatre, including the Public Right of Way both in front of and behind the Theatre. Councilor Dickison, seconded the motion. **Ayes: Strack, Hill, Dickison, Zuniga and Turner. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

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

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

**O. REPORTS FROM MAYOR AND COUNCIL MEMBERS:**

**9. Hill:** Reported on her attendance at the League of CA Cities meeting. She reported on the 2009 League Strategic Goals.

**10. Dickison:** Reported on her attendance at the Tripartite Board stating that her term ends December 31, 2008 and they would like her to continue serving until the end of her term. She also reported on upcoming programs and meeting schedules.

**11. Zuniga:** None.

**12. Turner:** None.

**13. Strack:** Reported on the meeting he and Becky attended today to discuss the City entry Arch Signs stating that it will be Agendized for the December 9<sup>th</sup> City Council meeting. He also announced the addition of the recording of the Council meetings on the City web page. City Clerk Lisa Linnet stated more information on this will be agendized for the December 9<sup>th</sup> meeting.

**P. ADJOURNMENT!: 8:15 p.m**

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Lisa M. Linnet, City Clerk



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** December 3, 2008

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday, December 9, 2008 Council Meeting

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

A.	Cash Disbursements	Ending	11-26-08	\$	18,833.59
B.	Payroll Disbursements	Ending	11-24-08	\$	33,510.78
C.	Cash Disbursements	Ending	12-03-08	\$	37,195.47
D.	Payroll Disbursements	Ending	12-02-08	\$	37,982.50

**GRAND TOTAL** \$ 127,522.34

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information
007559	11/20/08	BRE01	BREWER, JOHN	143.38	.00	143.38	081120	CONF/MTGS-PW ADMIN
007560	11/20/08	COR18	CORNING SENIOR CENTER	429.71	.00	429.71	081119	Senior Center General Cit
007561	11/24/08	WAT02	WATSON, THOMAS J.	201.24	.00	201.24	081121	PoliceServices/ POLICE
007562	11/25/08	ACI01	ACI ENTERPRISES, INC.	276.75	.00	276.75	8264	WorkmensComp. General Cit
007563	11/25/08	ARA03	ARAMARK	130.95	.00	130.95	510007559	SAFETY ITEMS - FIRE
007564	11/25/08	BAS01	BASIC LABORATORY, INC	56.00	.00	56.00	0809875	ProfServices Water Dept
007559	11/20/08	BRE01	BREWER, JOHN	86.00	.00	86.00	0809884	ProfServices Water Dept
Check Total.....:				142.00	.00	142.00		
007565	11/25/08	BEN03	LEXISNEXIS MATTHEW BENDER	717.29	.00	717.29	77822684	PROF SRVCS/CITY CLERK
007566	11/25/08	CAS02	CA SECRETARY OF STATE	20.00	.00	20.00	081126	PROF SRVCS/CITY CLERK
007567	11/25/08	COR12	CORNING FORD MERCURY, INC	167.76	.00	167.76	102108	Veh Opr/Maint - POLICE
007568	11/25/08	DEP12	DEPT OF JUSTICE	350.00	.00	350.00	710476	PROF SRVCS - POLICE
007569	11/25/08	GRA02	GRAINGER, W.W., INC	340.94	.00	340.94	978044373	SAFETY ITEMS - PW ADMIN
007570	11/25/08	HUP00	HUPP NEON LLC	646.54	.00	646.54	9352	MARQUEE/RODGERS THEATRE
007571	11/25/08	LNC01	LN CURTIS & SONS	6195.93	.00	6195.93	115996303	EQUIP REPLIC - FIRE CAP RE
007572	11/25/08	MOO01	MOORES AWARD CENTER	609.18	.00	609.18	081125	M&S - City Council
007573	11/25/08	PAC16	PACIFIC TELEMANAGEMENT	303.00	.00	303.00	78104	COMMUNICATIONS - GEN CITY
007574	11/25/08	PGE2A	PG&E	48.61	.00	48.61	081114	ELECT - BLUE HERON CT
007575	11/25/08	QUI02	QUILL CORPORATION	4.81	.00	4.81	2640209	Office Supplies - FINANCE
				54.04	.00	54.04	2640210	Office Supplies - FINANCE
Check Total.....:				58.85	.00	58.85		
007576	11/25/08	REV01	REVIVAL ANIMAL HEALTH	283.69	.00	283.69	083242530	MAT & SUPPLIES - ACO
007577	11/25/08	REX01	REXEL INC.	115.43	.00	115.43	800474172	MAT & SUPPLIES - AIRPORT
007578	11/25/08	VER04	VERIZON BUSINESS	40.81	.00	40.81	66169296	COMMUNICATIONS -
007579	11/26/08	BAS01	BASIC LABORATORY, INC	56.00	.00	56.00	0809970	ProfServices Water Dept
007580	11/26/08	EXO00	EXOTIC CAR AUDIO OR	763.00	.00	763.00	A38069	VEHOP/MAINT - POLICE

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 11-08 Bank Account.: 1020

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
007581	11/26/08	HIN01	HINDERLIYER, DE LLAMAS &	416.24	.00	416.24	0014743IN	ProfServices - FINANCE
007582	11/26/08	ICC01	INTERNATIONAL CODE COUNCI	60.00	.00	60.00	081126	ASSOC DUES/BLDG SAFETY
007583	11/26/08	LIN01	LINCOLN EQUIPMENT, INC.	466.89	.00	466.89	S105267	MAT & SUPPLIES - PARKS
007584	11/26/08	MAY01	MAY, WILLIAM L.	3246.00	.00	3246.00	200810312	EE RELATIONS/LEGAL SERVCS
007585	11/26/08	PRE06	PRECISION SURVEYING	1300.00	.00	1300.00	081125	PROF SRVCS - ENGINEERING
007586	11/26/08	SEI01	SEILER, ROY R., CPA	1303.40	.00	1303.40	22887	ProfServices Finance Dept

Cash Account Total.....: 18833.59  
 Total Disbursements.....: 18833.59  
 Cash Account Total.....: .00

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
3740	11/24/08	AFL01	AMERICAN FAMILY LIFE	1360.52	.00	1360.52	A81130	AFLAC INS.PRE TAX
3741	11/24/08	BLU02	BLUE SHIELD OF CALIFORNIA	9747.00	.00	9747.00	A81130	MEDICAL INSURANCE
3742	11/24/08	OEU01	OPERATING ENGINEERS #3	16346.00	.00	16346.00	A81130	MEDICAL INSURANCE
3743	11/24/08	OEU02	OPERATING ENG. (DUES)	205.00	.00	205.00	A81130	UNION DUES MGMT
				492.00	.00	492.00	1A81130	UNION DUES POLICE
				342.00	.00	342.00	2A81130	UNION DUES DISPATCH
				608.00	.00	608.00	3A81130	UNION DUES
			Check Total.....:	1647.00	.00	1647.00		
3744	11/24/08	PR104	PRINCIPAL	2730.69	.00	2730.69	A81130	DENTAL INSURANCE
				530.37	.00	530.37	1A81130	VISION INSURANCE
			Check Total.....:	3261.06	.00	3261.06		
3745	11/24/08	TRA03	TRANSAMERICA WORKSITE MKT	1149.20	.00	1149.20	A81130	LIFE INSURANCE
			Cash Account Total.....:	33510.78	.00	33510.78		
			Total Disbursements.....:	33510.78	.00	33510.78		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
007587	12/01/08	\A033	ALLISON REALTY ASSOC.,	1.91	.00	1.91	000A81101	MQ CUSTOMER REFUND FOR AL	
007588	12/01/08	\A034	ALLISON REALTY ASSOC,	38.69	.00	38.69	000A81101	MQ CUSTOMER REFUND FOR AL	
007589	12/01/08	\C043	COOPER, LOIS	7.57	.00	7.57	000A81101	MQ CUSTOMER REFUND FOR CO	
007590	12/01/08	\J009	JOHNSON, TOM	1.69	.00	1.69	000A81101	MQ CUSTOMER REFUND FOR JO	
007591	12/01/08	\M042	MANNING, TARA	22.52	.00	22.52	000A81101	MQ CUSTOMER REFUND FOR MA	
007592	12/01/08	\M043	MANUHU, AUSSY	3.44	.00	3.44	000A81101	MQ CUSTOMER REFUND FOR MA	
007593	12/01/08	\M044	MARBLE, TIM	50.00	.00	50.00	000A81101	MQ CUSTOMER REFUND FOR MA	
007594	12/01/08	\M045	MEEDS, CHRISTINA	9.82	.00	9.82	000A81101	MQ CUSTOMER REFUND FOR ME	
007595	12/01/08	\N013	NIGHT LIGHT VIDEO,	44.68	.00	44.68	000A81101	MQ CUSTOMER REFUND FOR NI	
007596	12/01/08	\P019	PETTIS, HEATHER	50.00	.00	50.00	000A81101	MQ CUSTOMER REFUND FOR PE	
007597	12/01/08	\S056	SOLIZ, RUBEN	50.00	.00	50.00	000A81101	MQ CUSTOMER REFUND FOR SO	
007598	12/01/08	\S057	SPENCER, JULIE	5.71	.00	5.71	000A81101	MQ CUSTOMER REFUND FOR SP	
007599	12/01/08	\W017	WEST COAST REALTY GROUP,	21.71	.00	21.71	000A81101	MQ CUSTOMER REFUND FOR WE	
007600	12/01/08	BRE01	BREWER, JOHN	400.00	.00	400.00	000A812011	VEH OP/MAINT-	
007601	12/01/08	CAR03	CARDENAS, ANTHONY	400.00	.00	400.00	000A812011	ProfServices PoliceServic	
007602	12/01/08	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000A812011	Finance Dept.	
007603	12/01/08	COR09	CORNING CHAMBER OF COMM.	1600.00	.00	1600.00	000A812011	CngChamberComm. Economic	
007604	12/01/08	HAL05	HALL, ROBERT	104.70	.00	104.70	000A812011	ProfServices FireDepartme	
007605	12/01/08	KEN00	KEN VAUGHAN & SONS	904.17	.00	904.17	000A812011	Landscape Maint-Parks	
007606	12/01/08	KEN01	KEN VAUGHAN & SONS	800.00	.00	800.00	000A812011	Janitorial	
007607	12/01/08	PIT01	PITNEY BOWES	241.84	.00	241.84	000A812011	Rents/Leases Finance Dept	
007608	12/01/08	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000A812011	K-9 PROGRAM-POLICE	
007609	12/01/08	TLD01	TEDC	1666.66	.00	1666.66	000A812011	Economic Devel	
007610	12/01/08	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000A812011	Prof. Svcs.-Fire Dept.	
007611	12/01/08	CAR03	CARDENAS, ANTHONY	321.74	.00	321.74	081201	SAFETY ITEMS-POLICE	

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description	Payment Information
007612	12/01/08	CRA10	CRAIN, CARL	62.28	.00	62.28	081201	MAT & SUPPLIES-REC	
007613	12/01/08	AND03	ANDERS, JOANN	1530.00	.00	1530.00	08-108	PROF SERV-SALADO HOME GRA	
007614	12/01/08	COP00	COP SHOP INSTALLATION INC	192.36	.00	192.36	1807	VEH REPL-POLICE	
007615	12/01/08	COR12	CORNING FORD MERCURY, INC	38.20	.00	38.20	103120	Veh Opr/Maint-POLICE	
007616	12/01/08	FED01	FEDERAL EXPRESS	49.14	.00	49.14	299830757	SHIPPING CHARGES-	
007617	12/01/08	OFF01	OFFICE DEPOT	303.70	.00	303.70	451418557	Office Supplies Policedis	
				661.36	.00	661.36	453853126	Office Supplies Policedis	
			Check Total.....	965.06	.00	965.06			
007618	12/01/08	PGE2B	PG&E	5421.30	.00	5421.30	081121	ELECTRICITY-MWTP	
007619	12/01/08	UNI02	UNIFORMS, TUXEDOS & MORE	77.11	.00	77.11	85658	UNIFORMS/CLOTH-POLICE	
007620	12/03/08	AND01	ED ANDERSON	3525.00	.00	3525.00	081201	ProfServices-	
007621	12/03/08	AND03	ANDERS, JOANN	135.00	.00	135.00	08-111	PROF SVCS-SALADO GRANT	
007622	12/03/08	ARA02	ARAMARK UNIFORM SRV.INC.	35.52	.00	35.52	4106133	Mat/Supplies-	
				28.75	.00	28.75	4117709	Mat/Supplies-	
			Check Total.....	64.27	.00	64.27			
007623	12/03/08	BAS01	BASIC LABORATORY, INC	84.00	.00	84.00	0810084	ProfServices Water Dept	
007624	12/03/08	BUT05	BUTTE CO PUBLIC HEALTH	100.00	.00	100.00	ADM100807	PROF SVCS-ACO	
007625	12/03/08	CAM02	CAMELLIA VALLEY SUPPLY	85.39	.00	85.39	0699877	MAT & SUPPLIES-WTR	
007626	12/03/08	CHI05	CHICO SHRED	40.00	.00	40.00	25455	Equip.Maint. General City	
007627	12/03/08	CLA01	CLARKS DRUG STORE	6.20	.00	6.20	29612	MAT & SUPPLIES-POLICE	
				22.10	.00	22.10	29640	MAT & SUPPLIES-POLICE	
			Check Total.....	28.30	.00	28.30			
007628	12/03/08	COM01	COMPUTER LOGISTICS, INC	208.35	.00	208.35	43447	MAT & SUPPLIES-CITY COUNC	
				116.67	.00	116.67	43963	COMMUNICATIONS-POLICE	
			Check Total.....	325.02	.00	325.02			
007629	12/03/08	COR01	CORNING VETERINARY	642.00	.00	642.00	18463	ProfServices ACO	
007630	12/03/08	COR03	CORNING RENTALS	90.00	.00	90.00	30769	MAT & SUPPLIES-STR	

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
007630	12/03/08	COR03	CORNING RENTALS	16.00	.00	16.00	30839	EDITH WELL IMPROV-WTR
				10.00	.00	10.00	30865	MAT & SUPPLIES-SWR
			Check Total.....	116.00	.00	116.00		
007631	12/03/08	COR12	CORNING FORD MERCURY, INC	371.00	.00	371.00	101286	Veh Opr/Maint-POLICE
007632	12/03/08	COR20	CORNING ELECTRONICS	6.41	.00	6.41	10077687	MAT & SUPPLIES-COMM EVENT
				9.64	.00	9.64	10077692	MAT & SUPPLIES-WTR
			Check Total.....	16.05	.00	16.05		
007633	12/03/08	DEP03	DEPT OF TRANS/CAL TRANS	125.88	.00	125.88	182747	Equip.Maint. St&Trf Light
007634	12/03/08	FIR00	FIRST BANKCARD	2048.58	.00	2048.58	081126	M & S, TRNG/ED, CONF/MTGS
007635	12/03/08	FIR01	FIRST BANKCARD	410.00	.00	410.00	081126	CONF/MTGS-
007636	12/03/08	FIR02	FIRST BANKCARD	42.40	.00	42.40	081126	OFFICE SUPPLIES-POLICE
007637	12/03/08	FIT01	FITZPATRICK LAW OFFICES	479.61	.00	479.61	081201	City Attny Srvs LegalServ
007638	12/03/08	JMB01	JMB OIL COMPANY	179.02	.00	179.02	172299	MAT & SUPPLIES-
007639	12/03/08	LIN02	LINNETS TIRE SHOP	35.00	.00	35.00	49767	Veh Opr/Maint-
				104.68	.00	104.68	49770	Veh Opr/Maint-POLICE
			Check Total.....	139.68	.00	139.68		
007640	12/03/08	NOR01	NORTH VALLEY BARRICADE	160.88	.00	160.88	11631	SAFETY ITEMS-PW ADMIN
007641	12/03/08	NOR25	NORTHERN LIGHTS ENRGY, INC	2386.22	.00	2386.22	87826	VEH OP/MAINT-
				1366.41	.00	1366.41	87853	MAT & SUPPLIES-
			Check Total.....	3752.63	.00	3752.63		
007642	12/03/08	NOR31	NORM'S PRINTING	609.65	.00	609.65	006077	PRINTING/ADV-POLICE
007643	12/03/08	PGE01	PG&E	255.70	.00	255.70	081124	Electricity-SWR
007644	12/03/08	PRE03	PREMIER WEST BANK	73.03	.00	73.03	081202	MACH/EQUIP-FINANCE
007645	12/03/08	SWR01	SWRCB/AFRS	2130.00	.00	2130.00	0815795	Annual Permit WWTP
				1226.00	.00	1226.00	0818422	Annual Permit WWTP
			Check Total.....	3356.00	.00	3356.00		
007646	12/03/08	USB01	US BANCORP	913.59	.00	913.59	112162862	Rents/Leases-GEN CITY

REPORT.: Dec 03 08 Wednesday  
 RUN....: Dec 03 08 Time: 13:24  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 12-08 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
007647	12/03/08	COR01	CORNING VETERINARY	490.00	.00	490.00	18470	VOUCHER PROGRAM-ACO
007648	12/03/08	INT01	INTERLAND BUSINESS SUPPLY	1163.82	.00	1163.82	081201	Office Supplies-
007649	12/03/08	LNC01	LN CURTIS & SONS	488.31	.00	488.31	116275100	SAFETY ITEMS-FIRE
007650	12/03/08	NEX01	NEXTEL COMMUNICATIONS	531.21	.00	531.21	081129	COMMUNICATIONS-
007651	12/03/08	NOR25	NORTHERN LIGHTS ENRGY, INC	376.73	.00	376.73	87854	VEH OP/MAINT-FIRE
Cash Account Total.....:				37195.47	.00	37195.47		
Total Disbursements.....:				37195.47	.00	37195.47		
Cash Account Total.....:				.00	.00	.00		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
3748	12/02/08	BAN03	POLICE OFFICER ASSOC.	195.00	.00	195.00	A81201	POLICE OFFICER ASSOC
3749	12/02/08	EDD01	EMPLOYMENT DEVELOPMENT	3000.75	.00	3000.75	A81201	STATE INCOME TAX
				727.79	.00	727.79	1A81201	SDI
			Check Total.....:	3728.54	.00	3728.54		
3750	12/02/08	ICM01	ICMA RETIREMENT TRUST-457	2526.23	.00	2526.23	A81201	ICMA DEF. COMP
3751	12/02/08	OEU03	OPERATING ENGINEERS	400.00	.00	400.00	A81201	CREDIT UNION SAVINGS
3752	12/02/08	PERS1	PUBLIC EMPLOYEES RETIRE	24470.48	.00	24470.48	A81201	PERS PAYROLL REMITTANCE
3753	12/02/08	PERS4	Cal Pers 457 Def. Comp	981.50	.00	981.50	A81201	PERS DEF. COMP.
3754	12/02/08	PRE03	PREMIER WEST BANK	3557.00	.00	3557.00	A81201	HSA DEDUCTIBLE
3755	12/02/08	VAL06	VALIC	2123.75	.00	2123.75	A81201	AIG VALIC P TAX

Cash Account Total.....: 37982.50  
 Total Disbursements.....: 37982.50

=====  
 =====

Date.: Dec 3, 2008  
Time.: 1:35 pm  
Run by: LORI

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWB  
Group: WIFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
LIBERTY & JUSTICE FO 1304	SOLANO ST	CORNING, CA 96021	TURNER	JEANNET NON-PROFIT LEGAL SERVICES FOR LOW INCOME	11/25/08	(530) 824-1254

**CITY OF CORNING****NOVEMBER 2008****TREASURERS REPORT**

<b>AGENCY</b>	<b>BALANCE</b>	<b>RATE</b>	<b>MATURES ON</b>
LOCAL AGENCY INVESTMENT FUND	2,588,848.23	3.11	
PREMIER WEST BANK	192,078.34	2.67	03/28/09
PREMIER WEST BANK	172,037.93	2.67	04/20/09
<b>TRUST ACCOUNTS</b>			
PREMIER WEST BANK RIDELL TRUST	201,453.71	4.46	12/13/08

Respectfully Submitted

Pala Cantrell  
City Treasurer

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)

For the Period 11/1/2008 thru 11/30/2008

Owner and Address	Parcel Number	Issued On	Valuation
DON RODGERS 1667 MARGUERITE AVE CORNING CA 96021 <b>Permit Description:</b> CUT OUT & POUR ADA RAMPS	7319046 <b>Site Street Address:</b> 1667 MARGUERITE AVE	11/18/2008	1,000.00
IMMACULATE CONCEPTION CHURC 814 SOLANO ST CORNING CA 96021 <b>Permit Description:</b> REPLACE EXT GAS LINE	7306512 <b>Site Street Address:</b> 814 SOLANO ST	11/19/2008	2,000.00
MANUEL GONZALEZ 1204 LINK ST CORNING CA 96021 <b>Permit Description:</b> ADD 2ND LAYER OF ROOFING	7120113 <b>Site Street Address:</b> 1204 LINK ST	11/24/2008	1,300.00
AL MCKNIGHT 983 HICKORY ST CORNING CA 96021 <b>Permit Description:</b> REMOVE & REPLACE FURNACE	7316306 <b>Site Street Address:</b> 983 HICKORY ST	11/25/2008	750.00
TIM MARBLE 1446 TOOMES AVE CORNING CA 96021 <b>Permit Description:</b> CHANGE OUT 100 AMP SERVICE	7125017 <b>Site Street Address:</b> 1446 TOOMES AVE	11/26/2008	900.00
		11/18/2008	2,000.00
<b>Permit Description:</b>	<b>Site Street Address:</b>		
13 Permits Issued from 11/1/2008 Thru 11/30/2008		OR A TOTAL VALUATION OF \$ 27,823.56	
*** END OF REPORT ***			

CITY OF CORNING  
PERMITS ISSUED (sort by Permit #)  
For the Period 11/1/2008 thru 11/30/2008

Owner and Address	Parcel Number	Issued On	Valuation
J&L FOODS 888 HWY 99W CORNING CA 96021 <b>Permit Description:</b> NEW LUMINATED SIGN	6922017 <b>Site Street Address:</b> 888 HWY 99W	11/4/2008	2,000.00
LUCERO 903 HICKORY ST CORNING CA 96021 <b>Permit Description:</b> VINAL SIDING ON FASCIA & SOFFETS	7316301 <b>Site Street Address:</b> 903 HICKORY ST	11/4/2008	8,023.56
CORNING CA 96021 <b>Permit Description:</b> VOID VOID VOID	<b>Site Street Address:</b>	11/5/2008	0.00
BEN PARRA 304 FOURTH ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7105304 <b>Site Street Address:</b> 304 FOURTH ST	11/13/2008	3,200.00
HECTER RANGEL 1379 FIRST ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7316412 <b>Site Street Address:</b> 1379 FIRST ST	11/17/2008	2,000.00
GERALD MCGEE 620 CHESTNUT ST CORNING CA 96021 <b>Permit Description:</b> STUCCO SOUTH & WEST OF HOUSE	7310408 <b>Site Street Address:</b> 620 CHESTNUT ST	11/17/2008	2,000.00
GARY GRAJEZYK 1600 COLUSA ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7104207 <b>Site Street Address:</b> 1600 COLUSA ST	11/18/2008	2,650.00



**SouthWest  
Water Company**

P.O. Box 230  
25010 Gardiner Ferry Rd.  
Corning, CA 96021  
Phone 530.824.5863  
Fax 530.824.5769  
www.swwc.com

**CITY OF CORNING  
WASTEWATER OPERATION SUMMARY REPORT  
November 2008**

Below is a summary of the Monthly Operations Report that will be available for City review on December 9, 2008.

- 1) Filled out monthly reports.
- 2) Performed monthly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Sent vehicle report to Folsom.
- 5) Wasted to thickener.
- 6) Pumped to beds from thickener and EQ.
- 7) Worked on Maintain it program.
- 8) Vic cleaning storm drains.
- 9) Safety meeting.
- 10) Northern Lights filled generator with diesel, 250 gal.
- 11) Cleaned up shop.
- 12) Inspected eyewash and emergency showers.
- 13) Unloaded chlorine truck.
- 14) Changed chart on analyzer.
- 15) Exercised generator.
- 16) Cleaned So2 pump.

**RECEIVED**

**DEC 01 2008**

**CITY OF CORNING**

- 17) Lost PG&E power for 16 hr's on the 4<sup>th</sup>.
- 18) Cleaned chlorine building.
- 19) Took out trash.
- 20) Tested all chlorine and So2 sensors.
- 21) River samples.
- 22) Checked on getting sign by plant gate changed.
- 23) Mowed lawn.
- 24) Checked all fire extinguishers.
- 25) Cleaned probe at lift station.
- 26) Took south SO2 regulator off leeks under presser.
- 27) Calibrated So3 analyzer.
- 28) Ordered new regulator from Tel-Star.
- 29) Installed new Regulator.
- 30) Ran bioassay test.
- 31) Marked cracks around plant, for cement repair.
- 32) John Brewer and Carl from city here looking at cement work that needs repaired.
- 33) Tested alarms with Fire Dept.
- 34) North State Elc here looked at #1 aerator will order seals for gearbox.
- 35) Lee from city here working on wash water pump.

**RECEIVED**  
DEC 01 2008  
CITY OF CORNING

Total daily plant flow for the month of November 2008 was 633,777 GPD.

Total daily plant flow for the previous month of October 2008 was 679,452GPD

**November 2008**

Industrial Flow = 728,290 GPD  
(Flow into the Bell Carter Ponds)

Domestic Flow = 633,777 GPD

**October 2008**

Industrial Flow = 1.78 MGD

Domestic Flow = 679,452 GPD

RECEIVED  
DEC 01 2008  
CITY OF CORNING

**ITEM NO: I-9  
MAYOR AND COUNCIL APPOINT THE VICE  
MAYOR  
DECEMBER 9, 2008**

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

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER   
LISA M. LINNET, CITY CLERK **

**SUMMARY:**

Based upon the "City Council Procedures for Meetings", the Council shall select a Vice-Mayor from its membership by seniority (time in office) with the position being held for a two-year term. The selection shall be held bi-annually at the regular Council meeting held on the first Tuesday in December. Vacancies in such positions shall be filled by the Council in the same manner for the unexpired portion of the term.

**BACKGROUND:**

Councilor Becky Hill has been appointed and served as the Vice Mayor for the City for the past six years.

**RECOMMENDATION:**

**MAYOR AND COUNCIL DISCUSS AND APPOINT A VICE MAYOR.**

ITEM NO: I-10  
CITY MAYOR'S APPOINTMENT OF CITY  
REPRESENTATIVES TO VARIOUS  
COMMISSIONS/COMMITTEES  
DECEMBER 9, 2008

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
LISA M. LINNET, CITY CLERK

*STEVE*

*LM*

**SUMMARY:**

The Mayor makes unilateral appointments to various local Commissions and Committees subject to Council approval or disapproval.

Former Councilor Darlene Dickison served on two Committees, LAFCO (Tehama County Local Agency Formation Commission), and the Tripartite Board. Former Councilor Yvette Zuniga served as the City's Representative on the Tri-County Economic Development Corporation. New Representatives will now need to be selected to fill these vacancies as well as any necessary changes in the existing committee representatives.

**BACKGROUND:**

The current City Council Representatives to the various Committees/Boards are:

**Tehama County Transportation Commission:** Gary Strack  
**LAFCO - Tehama County Local Agency Formation Commission:** Darlene Dickison  
**Shasta College District:** Gary Strack  
**Tehama County Sanitary Landfill Agency (JPA):** Ross Turner  
**Tri-County Economic Development Corporation:** Yvette Zuniga  
**Tripartite Board:** Darlene Dickison  
**Tehama Economic Development Corporation:** Gary Strack  
**Tehama County Indian Gaming Local Community Benefit Committee:** Ross Turner, Gary Strack and Pala Cantrell

**RECOMMENDATION:**

**CITY MAYOR APPOINT THE NEW CITY REPRESENTATIVE TO THE VARIOUS COMMISSIONS AND COMMITTEES.**

**Tehama County Transportation Commission: Gary Strack**

Attn: Mrs. Barbara O'Keeffe  
9380 San Benito Avenue  
Gerber, CA 96035-9702

**LAFCO (Tehama County Local Agency Formation Commission): Darlene Dickison**

Attn: Mr. George Robson  
444 Oak Street, Room I  
Red Bluff, CA 96080

**Tehama County Sanitary Landfill Agency (JPA): Ross Turner**

Attn: Mr. Alan Abbs  
P.O. Box 8549  
Red Bluff, CA 96080

**Tri-County Economic Development Corporation: Yvette Zuniga**

Attn: Marc Nemanic  
2540 Esplanade, Suite 7  
Chico, CA 95973

**Tripartite Board: Darlene Dickison**

Attn: Mr. George Robson  
P.O. Box 8263  
624 Washington Street  
Red Bluff, CA 96080

**Tehama Local Development Corporation: Gary Strack**

Attn: Dexter Wright  
P.O. Box 1224  
Red Bluff, CA 96080

**Shasta College District: Gary Strack**

Attn: Mary Retterer, President  
P.O. Box 496006  
11555 Old Oregon Trail  
Redding, CA 96049-6006

**Tehama County Indian Gaming Local Community Benefit Committee – Ross Turner/Pala Cantrell/Gary Strack  
Tehama County Administration**

Attn: Julie Sisneros  
P.O. Box 927  
332 Pine Street  
Red Bluff, CA 96080

ITEM NO: I-11  
APPROVE PROGRESS PAY  
ESTIMATE NO. 2 IN THE AMOUNT OF  
\$206,353.84 TO THOMAS WILLIAMS  
CONSTRUCTION FOR THE SAFE  
ROUTE TO SCHOOL, CYCLE 7  
PROJECT.  
DECEMBER 9, 2008

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
JOHN L. BREWER, AICP; DIRECTOR OF PUBLIC WORKS



**SUMMARY:**

Attached for City Council review is a copy of Partial Pay Estimate No. 2 requesting payment of \$206,353.84 for the Safe Route To School, Cycle 7 Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount and current amount due to the Contractor.

**BACKGROUND:**

The Project Engineer and the Director of Public Works have reviewed and approved this request.

Original Construction Contract	\$307,710.00
Contract Change Order No. 1	+ \$6,300.00
Total Adjusted Contract Amount	\$314,010.00
<b>Proposed Partial Payment Estimate No. 2</b>	<b>\$206,353.84</b>
<b>Retention To Be Held (10% contract)</b>	<b>- \$20,635.38</b>
<b>Current Amount Due To Contractor</b>	<b>\$185,718.46</b>
Previously Paid Payments	\$20,550.60
Previous Retention Held (10% per contract)	\$2,283.40

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE PROGRESS PAY ESTIMATE NO. 2 IN THE AMOUNT OF \$206,353.84 TO THOMAS WILLIAMS CONSTRUCTION, INC. FOR THE SAFE ROUTES TO SCHOOL, CYCLE 7 PROJECT.**

**PARTIAL PAYMENT ESTIMATE**

**COPY**

Corning Safe Route to School Project, Cycle 7

Progress Payment Estimate No. 2

OWNER:

City of Corning

CONTRACTOR:

Thomas Williams Construction

PERIOD OF ESTIMATE:

FROM: Nov. 1 to Dec. 2, 2008

**CONTRACT CHANGE ORDER SUMMARY**

**ESTIMATE**

No.	Approval Date	Amount	
		Additions	Deductions
1	11-18-08	\$6,300.00	
	TOTALS	\$6,300.00	
NET CHANGE		+6,300.00	

1. Original Contract.....	\$307,710.00
2. Change Orders.....	\$ 6,300.00
3. Revised Contract (1+2).....	\$314,010.00
4. Work Completed (73%)... ..	\$ 229,187.84
5. Stored Materials .....	0
6. Subtotal (4+5).....	\$ 229,187.84
7. Retainage .....10%.....	\$ 22,918.78
8. Previous Payments.....	\$ 20,550.60
9. Amount Due (6-7-8).....	\$ 185,718.46

**CONTRACT TIME**

Original (days) 120  
 Revised 90  
 Remaining 0

On Schedule     Yes  
                           No

Starting Date: Oct. 20, 2008  
 Projected Completion: Feb. 16, 2009

**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

Contractor Thomas Williams Construction

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED BY OWNER:**

Owner City of Corning

By \_\_\_\_\_

Date \_\_\_\_\_

**ARCHITECT OR ENGINEER'S CERTIFICATION:**

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect or Engineer Ed Anderson

By Ed Anderson

Date: December 3, 2008

**Unit Price Breakdown to Accompany Progress Pay Estimate No. 2**  
**CITY OF CORNING**  
**SAFE ROUTE TO SCHOOL (CYCLE 7) AND MARGUERITE AVENUE OVERLAY**

Item No.	Description	Contract			This Period		Total to Date		% Complete	
		Quantity	Unit	Unit Price	Total	Quantity	Amount	Quantity		Amount
<b>BASE BID (SRTS, Cycle 7)</b>										
1	Excavate for new sidewalk	14,106	SF	\$1.80	\$25,390.80	3,816.00	\$6,868.80	10026.00	\$18,046.80	71%
2	Furnish/Install sidewalk	14,106	SF	\$4.20	\$59,245.20	7,261.00	\$30,496.20	9691.00	\$40,702.20	69%
3	Remove/Replace curb & gutter	638	LF	\$25.00	\$15,950.00	270.00	\$6,750.00	270.00	\$6,750.00	42%
4	Instal new curb & gutter	15	LF	\$30.00	\$450.00	18.00	\$540.00	18.00	\$540.00	120%
5	Remove/Replace sidewalk	1,082	SF	\$6.00	\$6,492.00	457.00	\$2,742.00	457.00	\$2,742.00	42%
6	Install driveway	180	SF	\$7.50	\$1,350.00	180.00	\$1,350.00	180.00	\$1,350.00	100%
7	Remove/Replace Driveway	684	SF	\$7.50	\$5,130.00	0.00	\$0.00	0.00	\$0.00	0%
8	Remove concrete driveway	48	SF	\$3.00	\$144.00	72.00	\$216.00	72.00	\$216.00	150%
9	Remove concrete driveway	740	SF	\$2.50	\$1,850.00	0.00	\$0.00	0.00	\$0.00	0%
10	Remove/Replace water meter	1	EA	\$150.00	\$150.00	1.00	\$150.00	1.00	\$150.00	100%
11	Remove/Replace water valve box	2	EA	\$150.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0%
12	Paint Thermo-Plastic striping crosswalk	17	EA	\$350.00	\$5,950.00	0.00	\$0.00	0.00	\$0.00	0%
13	Paint Thermo-Plastic stop bar	3	EA	\$250.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0%
14	Paint thermo-plastic STOP symbols	11	EA	\$150.00	\$1,650.00	0.00	\$0.00	0.00	\$0.00	0%
15	Remove/Replace existing signs	4	EA	\$300.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0%
16	Remove/Trim Hedge	1	EA	\$500.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0%
17	Remove/Repair fence	1	EA	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0%
18	Remove/Relocate church sign	1	EA	\$500.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0%
19	Remove/Replace roof drain line	1	EA	\$150.00	\$150.00	0.00	\$0.00	0.00	\$0.00	0%
20	Remove/Replace S-6 drop inlet	1	EA	\$3,000.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0%
21	Install pedestiran sign	21	EA	\$300.00	\$6,300.00	0.00	\$0.00	0.00	\$0.00	0%
22	Grind sidewalk joints	13	EA	\$650.00	\$650.00	0.00	\$0.00	0.00	\$0.00	0%
23	Remove/Rplace AC & Agg. Base	750	SF	\$8.00	\$6,000.00	750.00	\$6,000.00	750.00	\$6,000.00	100%
24	Saw cut existing AC	300	LF	\$3.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0%
25	Remove steel posts	2	EA	\$100.00	\$200.00	0.00	\$0.00	2.00	\$200.00	100%
26	Traffic control	1	LS	\$15,000.00	\$15,000.00	0.50	\$7,500.00	0.50	\$7,500.00	50%
<b>TOTAL BASE BID</b>					\$159,452.00		\$62,613.00		\$84,197.00	53%



City Of Corning  
Partial Payment Request

Contractor: Thomas H. Williams		Date: 12/2/08		Purchase Order No.:					
Address:		Project No.:		Application No.: 2					
Project: Corning High School Safe Routes to School		From: 11/1/08		To: 12/2/08					
Item No.	Description	Estimated Contract Quantity	Previous Quantity To Date	Quantity To Date	Unit	Unit Cost	Total To Date	% Complete	Remarks
<b>BASE BID</b>									
1	Excavation for Sidewalk	14,106	6210.00	10026.00	SF	\$ 1.80	\$ 18,046.80	71%	
2	4" Thick Concrete Sidewalk	14,106	2430.00	9691.00	SF	\$ 4.20	\$ 40,702.20	69%	
3	Remove and Replace Curb and Gutter	638	0.00	270.00	LF	\$ 25.00	\$ 6,750.00	42%	
4	Install New Curb and Gutter	15	0.00	18.00	LF	\$ 30.00	\$ 540.00	120%	
5	Remove and Replace Concrete Sidewalk	1,082	0.00	457.00	SF	\$ 6.00	\$ 2,742.00	42%	
6	Install 6" Thick Concrete Driveway	180	0.00	180.00	SF	\$ 7.50	\$ 1,350.00	100%	
7	Remove and Replace 6" Thick Concrete Driveway	684	0.00	0.00	SF	\$ 7.50	\$ 0.00	0%	
8	Remove Concrete Driveway	48	0.00	72.00	SF	\$ 3.00	\$ 216.00	150%	
9	Remove Concrete Sidewalk	740	0.00	0.00	SF	\$ 2.50	\$ 0.00	0%	
10	Remove and Replace Water Meter Box	1	0.00	1.00	EA	\$ 150.00	\$ 150.00	100%	
11	Remove and Replace Water Valve Box	2	0.00	0.00	EA	\$ 150.00	\$ 0.00	0%	
12	Paint 1 foot Thermo-Plastic Strips	17	0.00	0.00	EA	\$ 350.00	\$ 0.00	0%	
13	Paint Thermo-Plastic Stop Bar	3	0.00	0.00	EA	\$ 250.00	\$ 0.00	0%	
14	Paint Thermo-Plastic Stop Symbols	11	0.00	0.00	EA	\$ 150.00	\$ 0.00	0%	
15	Remove and Replace Existing Signs	4	0.00	0.00	EA	\$ 300.00	\$ 0.00	0%	
16	Remove 8-feet of Juniper Hedge	1	0.00	0.00	EA	\$ 500.00	\$ 0.00	0%	
17	Remove and Replace 6 feet of Fence	1	0.00	0.00	EA	\$ 250.00	\$ 0.00	0%	
18	Remove and Relocate Existing Church Sign	1	0.00	0.00	EA	\$ 500.00	\$ 0.00	0%	
19	Remove and Replace 4" Roof Drain Line	1	0.00	0.00	EA	\$ 150.00	\$ 0.00	0%	
20	Remove and Relocate Existing S-6 Drop Inlet	1	0.00	0.00	EA	\$ 3,000.00	\$ 0.00	0%	
21	Install Pedestrian Signs	21	0.00	0.00	EA	\$ 300.00	\$ 0.00	0%	
22	Grind existing Sidewalk Joints	13	0.00	0.00	EA	\$ 50.00	\$ 0.00	0%	
23	Remove/Replace AC and Ab @ Blackburn and Marguerite	750	0.00	750.00	SF	\$ 8.00	\$ 6,000.00	100%	
24	Saw Cut Existing AC at new lipof Gutter at Yost Park	300	0.00	0.00	LF	\$ 3.00	\$ 0.00	0%	
25	Remove Existing Steel Posts	2	2.00	2.00	EA	\$ 100.00	\$ 200.00	100%	
26	Traffic Control And Signage	1	0.00	0.50	LS	\$ 15,000.00	\$ 7,500.00	50%	
<b>ADDITIVE BID, MARGUERITE AVE AC OVERLAY</b>									
A-1	Grind Existing AC	22,300	0.00	24892.00	SF	\$ 0.50	\$ 12,446.00	112%	
A-2	Install 2" AC Overlay	95,400	0.00	96492.00	SF	\$ 1.27	\$ 122,544.84	101%	
A-3	Remove and Replace Valley Gutters	2	0.25	2.00	EA	\$ 2,000.00	\$ 4,000.00	100%	
A-4	Raise Existing Manholes	6	0.00	0.00	EA	\$ 250.00	\$ 0.00	0%	
A-5	Raise Existing Valve Boxes	5	0.00	0.00	EA	\$ 200.00	\$ 0.00	0%	
A-6	Install Skip-Line Thermo-Plastic Strips and Reflectors	2,600	0.00	0.00	LF	\$ 0.75	\$ 0.00	0%	
A-7	Traffic Control And Signage	1	0.10	0.80	LS	\$ 7,500.00	\$ 6,000.00	80%	

Total Amount Earned to Date:	\$ 229,187.84
10% Retention:	\$ 22,918.78
Retention Released:	\$ 0.00
Net Amount Retained:	\$ 22,918.78
Total Less Net Retention:	\$ 206,269.06
Amount Previously Paid:	\$ 20,550.60
Total Amount Payable:	\$ 185,718.46

**RECEIVED**  
**DEC 05 2008**  
**CITY OF CORNING**

**ITEM NO: I-12  
APPROVE CANCELLATION OF THE  
DECEMBER 23, 2008 CITY COUNCIL  
MEETING DUE TO THE CHRISTMAS  
HOLIDAY  
DECEMBER 9, 2008**

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

**FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
LISA M. LINNET, CITY CLERK**

*STEVE*

**SUMMARY:**

Staff seeks Council approval to cancel the December 23, 2008 City Council Meeting due to the Christmas Holidays.

**BACKGROUND:**

City Hall is closed on December 25<sup>th</sup> and 26<sup>th</sup> this year for the Christmas Holidays. Traditionally the second regularly scheduled Council Meeting in December, which falls on December 23<sup>rd</sup> this year, is cancelled due to the Holidays.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE CANCELLATION OF THE DECEMBER 23,  
2008 COUNCIL MEETING DUE TO THE HOLIDAYS.**

ITEM NO. I-13  
APPROVE FINAL COPY AND  
AUTHORIZE WORK FOR I-5  
FREEWAY WELCOME SIGNS.

DECEMBER 9, 2008

TO: CITY COUNCIL OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER *STEVE*  
JOHN L. BREWER, AICP; PUBLIC WORKS DIRECTOR *JB*

**SUMMARY:**

Staff recommends the City Council approve the final copy for the I-5 Freeway Welcome Signs and authorize McDaniel Signs to complete the work represented on the attached drawing.

**BACKGROUND:**

Last summer a wildfire damaged the Sign located on the east side of I-5 and south of Liberal Avenue. At that time the decision was made to refurbish and refresh the messages on not just that sign, but also on it's twin located on the west side of I-5 near the Corning Rd./Solano St. off ramp.

The Chamber of Commerce actually owns the signs. The Chamber has asked the City Council to initially pay for the work and has agreed to reimburse the City. Mayor Gary Strack, Councilmember Becky Hill, and Police Chief Tony Cardenas have coordinated this project with the Chamber of Commerce.

**BANNER ATTACHMENTS:**

Carl Crain is working with the City Manager to ascertain the standard temporary banner size in order to determine the best locations for tie-down hardware.

**RECOMMENDATION:**

That the City Council:

- Approve the refurbishment of the two Freeway Welcome signs as presented on the attached modified photo and authorize McDaniel Signs to complete the work detailed in the "Quote sheet" dated November 18, 2008, except that the labor for lettering and graphics for the separate "website boards" shall not be included, for a total amount of \$1,060.70.



**TASTING & SALES**  
**OLIVES & OLIVE OIL**  
**NEXT 3 EXITS**



P.O. Box 244 Paskenta, Ca 96074  
 Chico Area Ph/Fax 530 -345-1492 OR Ph/Fax 530 - 833-0160  
 e-mail: gretchen@mcdanielsigns.com or dennis@mcdanielsigns.com  
 www.mcdanielsigns.com Contractor's License 759161

NAME/ADDRESS/PHONE/FAX
CITY OF CORNING 794 THIRD ST. CORNING, CA 96021 PH: 824-7034 FAX: 824-2489 GARY STRACK

## QUOTE

DATE
11/18/2008

P.O. NO.		TERMS	JOB DESCRIPTION		
		Due on receipt	SEE ATTACHED		
ITEM	QTY	DESCRIPTION	RATE	AMOUNT	
LABOR	2	HRS. TO APPLY LETTERING AND/OR GRAPHICS	116.00	232.00T	
VINYL	2	SQ. FT. OF PREMIUM VINYL(7 YR.) - CUT & COVERED	378.50	757.00T	
LABOR	3	HRS. TO APPLY LETTERING AND/OR GRAPHICS (websites to customer's 24" x 144" white oil-based topcoat boards)	50.00	150.00T	
		SALES TAX	7.25%	82.58	

You are hereby authorized to furnish all labor and materials to complete the work mentioned in this estimate, for which I/we agree to pay the contract price mentioned in this estimate, and according to the terms thereof.

ACCEPTED BY \_\_\_\_\_ DATE \_\_\_\_\_

<b>Total</b>	<b>\$1,221.58</b>
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ITEM NO: I-14  
RECOMMEND REAPPOINTMENT OF MR.  
WALTER DODD AS TRUSTEE OF TEHAMA  
COUNTY MOSQUITO AND VECTOR  
CONTROL DISTRICT  
DECEMBER 9, 2008

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

*STEVB*

**SUMMARY:**

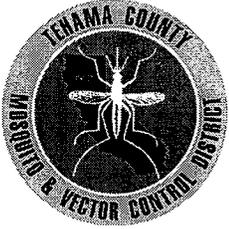
We have received the attached request from Mr. Andrew Cox, Manager of the Tehama County Mosquito and Vector Control District. In his letter, Mr. Cox recommends that Mr. Walter Dodd be reappointed as trustee representing the City of Corning on the Board of the Mosquito and Vector Control District.

**BACKGROUND:**

Mr. Dodd has been an active member of the Board for sixteen years and is very interested in serving another two-year term.

**RECOMMENDATION:**

**MAYOR AND COUNCIL REAPPOINT MR. WALTER DODD AS TRUSTEE REPRESENTING THE CITY OF CORNING ON THE BOARD OF TRUSTEES OF THE TEHAMA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT.**



**TEHAMA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**  
**PO BOX 1005 11861 Highway 99W**  
**RED BLUFF, CALIFORNIA 96080**  
**(530) 527-1676 tcmvcd@clearwire.net**

December 4, 2008

City Council  
City of Corning  
794 Third Street  
Corning, CA 96021

Dear City Council:

This is to remind you that the term of Mr. Walter Dodd as Trustee representing the City of Corning on the Board of trustees of the Tehama County Mosquito and Vector Control District will expire as of December 31, 2008.

Mr. Dodd has indicated that he is willing to serve another two year term if appointed. Mr. Dodd during his last term has had perfect attendance and has been a strong contributing member of the Board for 16 years. It is the recommendation of the District that Mr. Dodd be reappointed for another term beginning January 1, 2009.

If there are any questions please contact me and I will respond promptly.

Sincerely,

D. Andrew Cox  
Manager

ITEM NO.: L-15  
RODGERS THEATRE: CITY COUNCIL  
RECONSIDERATION OF USDA LOAN VS.  
OTHER FUNDING SOURCES  
DECEMBER 6, 2008

TO: CITY COUNCIL OF THE CITY OF CORNING  
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

STEVE

**SUMMARY:**

Both City Councilor John Leach and Mayor Gary Strack asked for the opportunity to review the proposed USDA Loan prior to the City Engineer expending "billable consulting time" on the preparation of the Loan Pre-Application.

At the City Council meeting on November 13, 2008, the Council authorized the preparation of the USDA Pre-Application by the City Engineer. Since then, there has been considerable discussion of alternatives by people interested in the future of the Theatre.

**BACKGROUND:**

At the Council meeting on November 13, 2008, the Council discussed several obstacles that have stalled the re-opening of Rodgers Theatre.

First there is the Architects estimate totaling almost \$900,000 for the total renovation of the Theatre under public bid and prevailing wage laws verses his estimate of \$661,300 for full renovation if the Theatre were a non-publicly owned building.

The second obstacle is the difficulty of integrating public money and work with private volunteer work and money under State prevailing wage laws.

A third obstacle is how to structure the ownership of the Theatre in private hands through a non-profit community foundation.

The City closed the Rodgers Theatre two years ago after a City inspection disclosed deficiencies in the facility. A portion of the ceiling had fallen in a corner of the projection room exposing the attic to the potential of fire. The roof needed repair, the public restrooms were partially inoperable, and the snack bar area needed refurbishing for both appearance and public health considerations.

On October 10, 2006, City Council received the Staff Report (attached) estimating the minimal cost to reopen the Theatre at that time would be \$91,000. As an alternative, the Theatre could remain closed with minimal repairs to the fire sprinkler system and the roof for an estimated cost of \$7,800. Council decided to keep the Theatre closed, make the minimum repairs to the sprinkler system and the temporary repairs to the roof. Council also asked that City Architect, Robert Heaton join with City Staff to make a thorough inspection of the facility and produce a cost estimate of the amount work necessary to fully restore the Theatre. City Council was well aware that any first step in the restoration of the Theatre would lead to full commitment, therefore any such decision would need to have the estimated cost fully disclosed.

Mr. Heaton then responded with a November 27, 2006 narrative report and a December 5, 2006 cost estimate totalling \$892,755 at prevailing wage under public bid.

The October 10, 2006 meeting had already led to the formation of “**Friends of the Rodgers Theatre**” which volunteered to begin fund raising for the Theatre. Over the course of their work during the last two years, they have **raised over \$49,000** from the Community. Hometown Revitalization, our Community non-profit is holding the money for them to apply towards theatre restoration.

In addition, the Volunteers asked the City Council to provide \$5,000 of the Rodgers Theatre Trust to retain a building designer to work with Community Volunteer Tony Cardenas and Volunteer Contractor Richard Rezendes to develop a floor plan for the reuse of the Theatre as both a Theatre and a Community Auditorium/Center. Since that time, City Council has approved the floor plan as an **ultimate Master Plan**, and Mr. Rezendes has produced an estimate of all of the work needed if done with private money. His estimate is also attached; it totalled \$538,493 and is the most current estimate now available as a target for the complete improvements. **If this work were to be done by public contract under prevailing wages, the estimate would be \$726,966.**

#### **WHERE DO WE GO FROM HERE if we do not seek the USDA Loan:**

As presented on November 13<sup>th</sup>, City Staff has tried to identify middle ground that would allow for the Theatre to reopen both as a Movie Theatre and Cultural Center and leave the rest of the work as future objectives. Using the most current estimates prepared by General Contractor Richard Rezendes and adding a public bid and prevailing wage factor of 35% to the project, Staff believes **the essential work can be done for about \$400,000**. Here is a breakdown for the minimum funds necessary to reopen the building:

- **Reroofing**, replacing all dry rotted wood over the steel trusses, including structure to support air conditioning: \$36,000.
- Refrigeration **air conditioning** and heating, including sheet metal work: \$90,800.
- All **electrical**, including lighting: \$145,125.
- **Floor repair** and resurfacing: \$53,970.
- **New seating**: \$42,693.
- **Unanticipated costs**: \$30,577.

**Total: \$400,000.**

The building, walls, and steel trusses are structurally sound. The steel trusses themselves appear to be well capable of supporting the weight of the refrigerated air conditioning and heating system. There is dry rot in the wood overlay on top of the trusses and leaks along the Theatre sidewalls.

The swamp cooler would be completely replaced with the new air conditioning and its associated structures. All electrical would be replaced.

The lobby and snack bar floor covering would all be replaced, any dry-rotted wood floor in the Theatre would be replaced, and the entire area resurfaced.

In Mr. Rezendes' estimate the cost of the new Theatre seats includes shipping a new hot dog boiler, popcorn machine, and used drapes. This does not include the labor to install, which

would be supplied by volunteers. Prior to the commencement of the project, the General Contractor chosen to do the work would sit down with the Volunteer Leadership and determine which work would be done by volunteers, and which work would be done by the General Contractor and Subs, much the same as a General Contractor working with a Homeowner who desires to do some of the work themselves.

### **ADA REQUIREMENTS:**

The City Building Official has confirmed that the proposed initial work including the roof, electrical and air conditioning will not trigger the Code requirement to modify the restrooms to make them more handicapped assessable. The Master Plan adopted by the City Council (building improvement plans) does provide for handicapped restrooms and their construction is still a high priority as funds become available. A wheel chair platform will be constructed on the main floor at part of the initial work.

### **SOURCES OF FUNDS AND ACTION PLAN:**

USDA Rural Development current cost of money is 4.5% for 30 years for \$400,000. This would require an annual debt service of \$30,700 from the General Fund. There will be an additional cost for Bond Council and Financial Advisor to help put the loan package together.

As one alternative for discussion, consider some of the ideas discussed that would utilize the "Corning Community Foundation" that the City Council has asked the City Attorney to create. The presence of a Community Arts Foundation will make the program more competitive for a grant. **Here is a very rough ACTION PLAN** that calls for all funding, both City and Grant, to be in place prior to undertaking any actual construction expenditures.

- City to formally recognize the Theatre as a "Community Arts Center" to qualify the restoration project for grant consideration. (must be identified as more than a movie theater)
- Seek "Joint Use" Resolutions from both the Corning Elementary and Corning High School Districts with NO expectation of any financial commitment from the Districts in order to demonstrate schools support and commitment to joint community action.
- Engage the Corning Union Elementary School Dist. Librarian (the District's very successful grant writer) to write grant application to Cowell Foundation and any other foundations identified.
- Engage local service clubs and Churches who will benefit from availability of a "Venue" for musical performances and obtain written support with NO expectation of financial commitment.
- Seek City Council commitment of \$230,000 in 2002 State Park Bond funds set aside at the State for the City of Corning.
- Prepare Phased Construction Plan integrating Volunteers into the work.
- Prepare the construction and public bid documents for the roof, A/C and electrical.
- Submit the Park Grant Application to the State.
- Following State Approval AND Cowell Foundation Grant Approval, complete the roof, A/C and electrical work in order to make ready for a transfer of the building to the new Community Foundation.
- Consider a long term lease of the Theatre building to the Corning Community Arts Foundation rather than a transfer of title, in order to allow the City to continue insurance coverage and payment of utilities at a cost of about \$10,000 per year.
- Circulate a Request For Proposals for a "Concessionaire" Agreement to operate the Theatre. Former Theatre Manager Phil Bridgeford has indicated that he is interested in submitting a proposal to operate as City Concessionaire or as Foundation Center Manager

**ANNUAL OPERATING COSTS HAVE BEEN CONSIDERED REASONABLE:**

The City has no cost to insure the building for both Liability and Worker's Compensation. The property insurance for fire and damage is part of the City comprehensive policy and not broken out. This cost is already absorbed within the City Budget. The cost of electricity is approximately \$5,000 per year, natural gas is approximately \$3,000, and building maintenance would be approximately \$1,000 per year. There is no cost for refuse service, nor water and sewer because it is a City facility. The expected operating cost of the Theatre is under \$10,000 per year. A copy of the Rodgers Theatre Budget is also attached.

If the City undertakes the work it resolves the prevailing wage laws and any potential challenges, and it resolves the issue of the Community Foundation. Cowell Foundation already has represented that it expects the work done by the Community Foundation to comply with State Prevailing Wage Laws.

**RECOMMENDATION:**

**MAYOR AND COUNCIL CONSIDER ALTERNATIVES TO THE USDA LOAN TO RENOVATE AND REOPEN THE RODGERS THEATRE.**

ITEM NO.: L-16  
APPROVE BUDGET TO IMPLEMENT  
CDBG FIRST TIME HOME BUYER  
PROGRAM AND BLACKBURN AVENUE  
IMPROVEMENTS  
DECEMBER 9, 2008

TO: CITY COUNCIL OF THE CITY OF CORNING  
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

*STEVE*

**SUMMARY:**

City Staff is awaiting the formal Contract from the State for the 1.5 million dollar Community Development Block Grant. The Grant provides \$570,370 for First Time Home Buyer Loan Program, and \$929,630 for the Blackburn Avenue Improvements from Edith Avenue east for approximately 660 feet.

A budget will need to be in place in order to move forward quickly when the Contracts arrive.

**BACKGROUND:**

Anticipating the receipt of Contracts, Staff sought and has received written approval to incur costs to survey and map the Blackburn right-of-way, and to begin design for the project. Staff has also identified a Grant Administrator and Project Manager through a "Request for Proposals".

The Environmental Review is already underway.

Only the City Council can appropriate funds for expenditure, therefore Staff is proposing to establish Fund 322 "CDBG Fiscal Year 2008-2009" with a total appropriation of \$1,500,000. This would allow the creation of Project Department 4600 "Blackburn Improvements" with a total budget of \$929,630 as shown on the attached budget page. The "First Time Home Buyer Program" would be funded through Project Department 4700 with a total budget of \$570,370 as shown on the attached budget page.

Within the First Time Home Buyers Program would be \$75,000 allocated for the general program administration, which is the authorized allocation under the Grant regulations. This administration would cover all phases of both the First Time Home Buyer and the Blackburn Improvements, including monthly, quarterly, annual, and final project reports required by the Federal and State regulations. The Grant Administrator would work closing with the City's Finance Department, City Manager and outside accountant in addition to coordinating the financial aspects of the project with the City Engineer and Public Works Director.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROPRIATE \$1,500,000 FROM THE CDBG PROGRAM GRANT PROCEEDS TO FUND NUMBER 322 "CDBG FY 08-09" AND APPROVE BUDGETS 4600 "BLACKBURN IMPROVEMENTS" AND 4700 "FIRST TIME HOME BUYER" IN ORDER TO IMPLEMENT THE CDBG GRANT.**

Fund #: 322 Name: CDBG FY 08/09

Expenses Description	Actual Fiscal Yr 2008	Actual Fiscal Yr 2009	Working Budget Fiscal Yr 2009
6302 4700 General Prg Adm FIRST TIME	0.00	0.00	75,000.00
6341 4600 Design Engineer BLACKBURN I	0.00	0.00	99,603.00
6352 4700 Loan Delivery FIRST TIME H.	0.00	0.00	36,694.00
8019 4700 FTHB Loans FIRST TIME H.B.	0.00	0.00	458,676.00
9120 4600 Public Improv BLACKBURN IMP	0.00	0.00	830,027.00
Total Expenses ----->	0.00	0.00	1,500,000.00

Fund TOTAL  
 0.00 0.00 1,500,000.00

Dept #: 4600 Name: BLACKBURN IMP.

Expenses Description	Actual		Working Budget	
	Fiscal Yr 2008	Fiscal Yr 2009	Fiscal Yr 2009	Fiscal Yr 2009
322 6341 Design Engineer	0.00	0.00	99,603.00	
322 9120 Public Improv	0.00	0.00	830,027.00	
Total Expenses ----->	0.00	0.00	929,630.00	
-----				
Total (4600) BLACKBURN IMP.	0.00	0.00	929,630.00	
=====				

Dept #: 4700 Name: FIRST TIME H.B.

Expenses Description	Actual Fiscal Yr 2008	Actual Fiscal Yr 2009	Working Budget Fiscal Yr 2009
322 6302 General Prg Adm	0.00	0.00	75,000.00
322 6352 Loan Delivery	0.00	0.00	36,694.00
322 8019 FTHB Loans	0.00	0.00	458,676.00
Total Expenses ----->	0.00	0.00	570,370.00
-----			
Total (4700) FIRST TIME H.B.	0.00	0.00	570,370.00
=====			

ITEM NO. L-17  
PROPOSED ANNUAL RATE INCREASE FOR  
CORNING DISPOSAL SERVICE  
DECEMBER 9, 2008

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

**SUMMARY:**

The City has received the formal request for an annual rate increase from Corning Disposal/Waste Management. The Refuse Collection Agreement between the City of Corning and Corning Disposal provides for an annual rate increase equal to the Consumer Price Index for the year proceeding September 2007. The request indicates that the **Consumer Price Index (CPI) inflation for this period is 4.47%**. The disposal company is also requesting a **“Fuel Cost Adjustment” of an additional 3.19%** for diesel fuel costs that exceed the CPI. The “Fuel Cost Adjustment” is provided for in Section 8.5 on Page 8 of the Refuse Collection Agreement.

**Corning Disposal proposes to increase the rates by a total of 7.66%**. The residential rate, if approved, would rise from \$18.30 to \$19.70, a \$1.40 per month increase.

**BACKGROUND:**

Attached is a copy of the letter of request dated November 24, 2008, along with a proposed rate schedule and the calculations of the Consumer Price Index and Diesel Fuel.

The Consumer Price Index is based on the “shopping cart” concept for the consumer not for business involved heavily in trucking. The factor for diesel fuel in the CPI increase does not reflect the real impact upon transportation related business.

The application the “Fuel Cost Adjustment”, provided for in Section 8.5, appears reasonable this year in light of the extraordinary increases experienced during the past year. The actual rate language from the Agreement is attached for Council reference. Though Fuel cost have decreased, the proposed rate increase is always after the fact and provides for a catch up process.

The City requires a Public Hearing, preceded by a notice to all of the property owners within the City to be mailed at least forty five (45) days in advance. To provide time for this notice, Staff recommends that Council set February 10, 2009 as the date of the Public Hearing.

**RECOMMENDATION:**

**MAYOR AND COUNCIL SET FEBRUARY 10, 2009 FOR A PUBLIC HEARING ON THE PROPOSED RATE INCREASE.**



**CORNING DISPOSAL**  
3281 HIGHWAY 99 W  
CORNING, CA 96021

November 24, 2008

Steven J. Kimbrough  
City Manager  
City of Corning  
994 3<sup>rd</sup> Street  
Corning, CA 96021

Dear Mr. Kimbrough,

This letter is to request a rate increase in accordance with Section 8.4 (Annual Rate Adjustment) and Section 8.5 (Fuel Cost Adjustment) specified in the franchise agreement between the City of Corning and Corning Disposal.

The CPI rate increase has been calculated using the All Urban Consumers, West-C index "for the 12-month period ending on the prior September 30" and is 4.47%. The franchise contract fuel index was used to calculate an additional 3.19% fuel adjustment.

The current decline in 2008 fuel prices occurred after September 30<sup>th</sup> and assuming it remains low through September 2009, rates will be adjusted accordingly for the decline in the fuel index next year.

Thank you for considering this rate request. We hope this will meet with your approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Fryer", with a long horizontal flourish extending to the right.

Matt Fryer  
District Manager

Enclosures

*Notices  
must be  
mailed by  
Fri Dec 19<sup>th</sup>*

**CITY OF CORNING  
RATE SCHEDULE  
2009 CPI AND FUEL**

**RESIDENTIAL RATES**

	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>Fuel Adjustment</u>	<u>New Rate</u>
Roller Carts (96-Gallon)	\$ 18.30	\$ 0.82	\$ 0.58	\$ 19.70
Senior Citizen Roller Cart (32-Gallon)	\$ 9.15			\$ 9.85 ***

**COMMERCIAL RATES**

<u>Container Size</u>	<u>Frequency</u>	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>CPI Adjustment</u>	<u>New Rate</u>
1 96-Gallon Roller	1X Week	\$ 18.30	\$ 0.82	\$ 0.58	\$ 19.70
1 Yard	1X Week	\$ 58.91	\$ 2.63	\$ 1.88	\$ 63.42
1 Yard	Extra Pickup	\$ 12.88	\$ 0.58	\$ 0.41	\$ 13.87
1.5 Yard	1X Week	\$ 82.29	\$ 3.68	\$ 2.63	\$ 88.60
1.5 Yard	2X Week	\$ 150.39	\$ 6.72	\$ 4.80	\$ 161.91
1.5 Yard	Extra Pickup	\$ 18.00	\$ 0.80	\$ 0.57	\$ 19.37
2 Yard	1X Week	\$ 105.77	\$ 4.73	\$ 3.38	\$ 113.88
2 Yard	2X Week	\$ 208.11	\$ 9.30	\$ 6.64	\$ 224.05
2 Yard	3X Week	\$ 264.92	\$ 11.84	\$ 8.46	\$ 285.22
2 Yard	Extra Pickup	\$ 23.13	\$ 1.03	\$ 0.74	\$ 24.90
3 Yard	1X Week	\$ 150.39	\$ 6.72	\$ 4.80	\$ 161.91
3 Yard	2X Week	\$ 268.66	\$ 12.01	\$ 8.58	\$ 289.25
3 Yard	3X Week	\$ 347.07	\$ 15.52	\$ 11.08	\$ 373.67
3 Yard	Extra Pickup	\$ 32.90	\$ 1.47	\$ 1.05	\$ 35.42
4 Yard	1X Week	\$ 197.27	\$ 8.82	\$ 6.30	\$ 212.39
4 Yard	2X Week	\$ 336.04	\$ 15.02	\$ 10.73	\$ 361.79
4 Yard	3X Week	\$ 453.61	\$ 20.28	\$ 14.48	\$ 488.37
4 Yard	4X Week	\$ 614.78	\$ 27.48	\$ 19.62	\$ 661.88
4 Yard	Extra Pickup	\$ 43.16	\$ 1.93	\$ 1.38	\$ 46.47
6 Yard	1X Week	\$ 268.66	\$ 12.01	\$ 8.58	\$ 289.25
6 Yard	2X Week	\$ 453.63	\$ 20.28	\$ 14.48	\$ 488.39
6 Yard	3X Week	\$ 638.49	\$ 28.54	\$ 20.38	\$ 687.41
6 Yard	4X Week	\$ 803.57	\$ 35.92	\$ 25.65	\$ 865.14
6 Yard	Extra Pickup	\$ 58.78	\$ 2.63	\$ 1.88	\$ 63.29

**BIN RATES**

	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>CPI Adjustment</u>	<u>New Rate</u>
<b>4 Yard "BIN-A-DAY" 3 DAY RENTAL</b>	\$ 82.95	\$ 3.71	\$ 2.65	\$ 89.31
<b>Basic rate for Temporary Drop Box Service</b>				
20 Yard	\$ 393.25	\$ 17.58	\$ 12.55	\$ 423.38
30 Yard	\$ 437.86	\$ 19.58	\$ 13.98	\$ 471.42

\*\*\* Seniors get a 50% discount from the base rate.

On call curbside Bulky Waste Pick up are \$65.

**CITY OF CORNING  
CPI CALCULATION**

Current CPI Sep-08 134.834  
 Prior Year CPI Sep-07 129.064  
 Change 5.77  
 % Change 4.47%

**Consumer Price Index - All Urban Consumers**

Series Id: CUURX400SA0, CUUSX400SA0

Not Seasonally Adjusted

Area: West - Size Class B/C

Item: All items

Base Period: DECEMBER 1996=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1998	102.3	102.3	102.3	102.2	102.4	102.3	102.3	102.5	102.7	103	103.5	103.4	102.6	102.3	102.9
1999	103.6	103.8	104.1	105.1	104.8	104.5	104.9	105.2	105.2	105.5	105.5	105.7	104.8	104.3	105.3
2000	105.7	106.2	107.1	107.2	107.3	107.7	108.1	108.3	108.8	109	109.2	108.9	107.8	106.9	108.7
2001	109.8	110.1	110.7	110.6	111.1	111.2	111.4	111.2	111.7	112.1	112	111.6	111.1	110.6	111.7
2002	111.9	112.4	112.8	113.7	112.5	112.2	112.5	113	113.1	113.3	113.1	113.1	112.8	112.6	113
2003	113.8	114.5	115.4	114.9	114.7	114.4	115.1	115.5	115.6	115.5	114.9	115.2	115	114.6	115.3
2004	116	117	117.9	117.8	118.2	117.9	117.9	118.1	118.4	119.2	119.3	119	118.1	117.5	118.7
2005	119.5	119.6	120.4	121.4	121.3	121.1	121.3	122	123.1	123.6	122.8	121.8	121.5	120.6	122.4
2006	122.9	123.7	124.2	124.9	125.7	125.6	125.6	126.2	125.9	125.5	125.1	125	125	124.5	125.6
2007	126.244	126.805	127.848	128.843	129.129	129.262	129.067	128.939	129.064	129.866	130.581	130.481	128.844	128.022	129.666
2008	131.328	131.538	132.896	133.694	134.023	135.283	136.021	135.207	134.834					133.127	

**CITY OF CORNING  
FUEL COST ADJUSTMENT CALCULATION**

<u>Adjustment Calculation:</u>	
Diesel % Change	39.19%
CPI % Change	4.47%
Net % Change	34.72%
Fuel as a % of Operating Revenue	9.19%
Adjustment Factor	<b>3.19%</b>

Information for Basis of Calculation:

Diesel (cents per gallon)	
Oct-07 - Sep-08	406.45
Oct-06 - Sep-07	292.02
Change	114.43
% Change	39.19%

CPI	
Sep-08	134.834
Sep-07	129.064
Change	5.77
% Change	4.47%

Entire BU

Fuel Cost	\$ 349,574
Operating Revenue	\$ 3,801,792
Fuel as a % of Revenue	9.19%

Date	East Coast No 2		New England (PADD 1A) No 2		Central Atlantic (PADD 1B) No 2		Lower Atlantic (PADD 1C) No 2		Midwest No 2		Gulf Coast No 2		Rocky Mountain No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		West Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		California No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	
	U.S. No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)
Mar-1994	110.65	111.7							108.8	106.45	110.25	106.45	110.25	121.45	121.45			
Apr-1994	110.7	111.8							108.7	106.375	111.125	106.375	111.125	121.45	121.45			
May-1994	110.02	110.96							108.16	105.38	112.32	105.38	112.32	120.18	120.18			
Jun-1994	110.25	111.025							108.55	106.2	111.9	106.2	111.9	119.7	119.7			
Jul-1994	111	111.72							109.4	107.64	112.04	107.64	112.04	119.64	119.64			
Aug-1994	112.32	112.38							111.02	109.22	114.28	109.22	114.28	120.48	120.48			
Sep-1994	112.5	111.725							110.225	108.925	119.975	108.925	119.975	123.7	123.7			
Oct-1994	112.18	111.54							109.44	108.1	119.9	108.1	119.9	125.38	125.38			
Nov-1994	113.1	112.65							110.125	109.175	119.975	109.175	119.975	126.6	126.6			
Dec-1994	111.3	111.7							108.65	107.35	115.175	107.35	115.175	123.75	123.75			
Jan-1995	109.82	111.26							107.4	105.9	111.28	105.9	111.28	120.1	120.1			
Feb-1995	108.775	110.175							106.525	105	109.25	105	109.25	118.975	118.975			
Mar-1995	108.75	109.325							106.75	104.55	110.8	104.55	110.8	119.925	119.925			
Apr-1995	110.4	109.775							108.425	106.6	112.4	106.6	112.4	123.1	123.1			
May-1995	112.583	112.2							110.133	108.566	115.933	108.566	115.933	125.983	125.983			
Jun-1995	111.98	111.86							109.66	108.02	116.32	108.02	116.32	123.9	123.9			
Jul-1995	109.98	110.3							107.5	105.98	114.64	105.98	114.64	121.58	121.58			
Aug-1995	110.5	110.025							108.525	106.325	115.325	106.325	115.325	122.1	122.1			
Sep-1995	111.925	110.675							109.9	108.35	118.55	108.35	118.55	123.55	123.55			
Oct-1995	111.5	110.16							108.84	107.2	121	107.2	121	125.36	125.36		126.62	
Nov-1995	111.975	110.025							109.8	107.275	122.45	107.275	122.45	127.15	127.15		127.125	
Dec-1995	112.95	111.525							110.975	108.475	121.3	108.475	121.3	125.75	125.75		129.375	
Jan-1996	114.52	115							111.94	110.6	119.22	110.6	119.22	125.7	125.7		130.66	
Feb-1996	114.475	115.825							112.325	110.525	117.725	110.525	117.725	123.35	123.35		132.18	
Mar-1996	118.25	119.6							117.15	115.05	119.6	115.05	119.6	123.425	123.425		127.65	
Apr-1996	127.533	127.133							125.95	122.733	130.6	122.733	130.6	123.583	123.583		152.883	
May-1996	127.335	124.8							124.692	120.05	138.121	120.05	138.121	147.585	147.585		161.471	
Jun-1996	120.1	118.541							116.366	114.066	129.925	114.066	129.925	140.325	140.325		152.85	
Jul-1996	117.557	116.971							114.542	111.857	123.857	111.857	123.857	134.642	134.642		147.057	
Aug-1996	120.075	118.9							118.6	114.875	123.5	114.875	123.5	133.825	133.825		143.95	
Sep-1996	126.46	124.26							124.94	121.5	131.46	121.5	131.46	141.32	141.32		146.68	
Oct-1996	132.3	131.65							130.7	128.75	136.575	128.75	136.575	142.5	142.5		148.625	
Nov-1996	132.25	131.575							131.375	128.075	137.725	128.075	137.725	140.5	140.5		147.05	
Dec-1996	130.9	131.92							129.8	127.12	135	127.12	135	136.62	136.62		143.326	
Jan-1997	129.075	131.225							126.725	125.5	130.3	125.5	130.3	136.325	136.325		142.665	
Feb-1997	128.575	128.575							125.7	122.975	130.3	122.975	130.3	141.05	141.05		150.885	
Mar-1997	122.94	122.12							120.44	117.56	128.48	117.56	128.48	138.56	138.56		147.52	
Apr-1997	121.225	119.625							118.825	115.9	127.525	115.9	127.525	137.775	137.775		148.605	
May-1997	119.575	118.45							118.85	115.575	127	115.575	127	127.525	127.525		137.585	
Jun-1997	117.28	116.32							116.72	114.48	124.5	114.48	124.5	122.78	122.78		130.44	
Jul-1997	115.075	115.075							114.125	111.6	120.525	111.6	120.525	119.9	119.9		126.675	

Aug-1997	116.475	116.4	122.1	123.3	112.925	114.75	113.9	120.475	124.8	133.7
Sep-1997	115.96	115.34	121.98	121.88	111.92	113.22	112.98	123.06	128.06	135.7
Oct-1997	118.25	118.275	122.25	126.875	114.35	116.05	115.675	123.475	127.525	134.675
Nov-1997	119.15	118.175	122.525	126.875	114.125	116.675	116.15	127.25	130.8	139.025
Dec-1997	116.6	116.04	122.78	124.54	111.84	114	114.1	126.06	126.16	133.96
Jan-1998	111.95	112.875	120.975	121.275	108.475	108.575	110.175	116.45	121.8	128.575
Feb-1998	108.425	110.4	118.425	118.2	106.35	106	106.45	108.8	114.65	122.625
Mar-1998	106.28	107.72	114.38	115.26	103.88	104.88	104.06	108.44	110.2	117.4
Apr-1998	106.675	107.325	112.725	114.675	103.7	104.85	104.475	110.1	113.125	121.65
May-1998	106.9	107.3	112.175	114.75	103.725	104.8	104.4	112.65	114.3	122.175
Jun-1998	104.1	104.96	110.7	112.82	101.08	102.18	101.72	109.72	109.64	116.26
Jul-1998	102.85	103.775	109.625	111.475	99.925	100.925	100.65	107.45	109	115.725
Aug-1998	100.74	100.86	107.76	108.88	96.78	98.46	98.52	107.28	108.98	115.84
Sep-1998	102.425	102.125	107.55	109.375	98.5	100.85	99.825	108.55	110.05	116.675
Oct-1998	103.85	103.875	108.175	111.225	100.25	102.025	101.675	109.975	110.525	117.15
Nov-1998	102.22	102.38	109.22	110.32	98.36	100.32	99.66	108.26	109.76	116.86
Dec-1998	97.3	98.1	107.7	106.75	93.55	94.95	94.5	100.725	106.4	112.25
Jan-1999	96.65	97.575	107.1	106.675	92.85	94.425	94	98.675	105.25	110.95
Feb-1999	95.9	96.55	106.175	105	92.05	93.925	93.375	98.55	103.8	110.425
Mar-1999	99.68	99.26	106.04	107.44	95.16	97.34	96.36	102.82	112.74	123.7
Apr-1999	107.925	105.275	110	113.05	101.55	104.65	104.3	114.275	128.55	140.35
May-1999	107.34	105.54	110.78	113.58	101.66	104.72	103.6	115.18	123.1	131.36
Jun-1999	107.4	105.2	110.875	112.9	101.375	104.275	102.75	113.9	128.2	139.15
Jul-1999	112.15	110.125	114.425	118.025	106.375	109.075	108.2	118.575	130.925	141.475
Aug-1999	117.2	114.7	119.1	121.54	111.38	114.6	113.18	125.66	134.76	146.84
Sep-1999	121.475	119.675	123.175	126.2	116.6	120.4	118.05	129.575	131.275	140.125
Oct-1999	122.8	121.55	128.375	129	117.725	122	119.025	128.825	131.875	139.325
Nov-1999	126.34	124.6	130.36	132.74	120.62	126.02	121.84	130.62	137.24	146.6
Dec-1999	129.175	128.4	135.85	136.975	124.075	128.65	125.65	133.525	136.8	144.675
Jan-2000	135.6	139.72	159.78	153.7	131.86	132.4	132.06	134.28	142.56	150.5
Feb-2000	146.075	155.325	185.85	176.225	143.575	142.925	139.4	140.6	147.175	153.625
Mar-2000	147.9	148.775	156.3	157.325	144.425	146.3	142.55	149.375	159.275	162.875
Apr-2000	142.175	141.875	147.55	149.6	138.05	141.35	136.925	148.475	151.525	156.95
May-2000	141.96	142.12	149.54	151.58	137.38	142.56	136.86	144.78	146.58	152.36
Jun-2000	142.125	142.55	151.375	151.8	137.8	142.775	136.825	146.325	145.575	150.875
Jul-2000	143.38	144.04	152.18	152.24	139.82	142.04	139	147.18	151.6	158
Aug-2000	146.6	147.325	153.375	154.8	143.6	143.6	142.825	149.05	160	171.3
Sep-2000	163.7	161.95	166.975	168.975	158.5	161	158.55	167.7	183.725	194.025
Oct-2000	163.72	161.82	170.14	169.48	157.82	160.1	158.02	175.3	184.66	190.36
Nov-2000	162.125	162.85	172.8	170.95	158.45	157.975	157.35	169.925	178.375	188.2
Dec-2000	156.475	158.7	174.075	170.525	152.25	151.475	149.6	161.2	176.675	181.6
Jan-2001	152.36	155.8	167.38	165.42	150.66	150.12	145.72	153.26	162.04	165.88
Feb-2001	149.225	151.675	160.9	158.875	147.725	147.4	144.1	151.775	156.3	161.825
Mar-2001	139.925	140.725	153.35	149.3	135.9	137.45	133.925	147.425	152.825	159.3
Apr-2001	142.2	143.06	153.36	152.44	138.1	140.16	135.8	148.8	154.56	160.98
May-2001	149.6	144.725	153.3	152.325	140.675	153.675	141.975	158.95	156.25	160.875
Jun-2001	148.175	143.775	152.475	152.35	139.3	149.45	143.325	159.6	157.375	161.175
Jul-2001	137.48	137.36	148.42	145.5	132.9	134.96	134.46	141.38	149.4	156.12
Aug-2001	138.95	137.2	145.775	144.125	133.45	140.875	133.125	139.05	146.05	151.375
Sep-2001	149.5	142.15	147.5	150.5	138.125	155.45	141.4	155.125	158.675	165.05
Oct-2001	134.84	131.46	142.96	140.2	126.66	136.7	128.44	144.14	143.38	147.52
Nov-2001	125.875	124.525	136.15	133.75	119.45	126.625	119.85	130	138.39	136.375
Dec-2001	116.66	118.36	130.22	126.88	113.64	115.96	112.3	114.72	123.12	127.04

Jan-2002	115.275	118.425	129.35	113.625	112.8	112.075	112.6	112.6	122.325	126.9
Feb-2002	115.175	118	128.825	113.275	112.625	112.15	113.4	113.4	122.6	128.85
Mar-2002	123.025	124.15	131.475	120.325	120.775	119.975	122.275	122.275	133.25	139.375
Apr-2002	130.88	131.02	137.88	126.92	129.36	127.26	134.72	134.72	139.74	144.42
May-2002	130.525	131.15	139.625	126.775	128.65	127.2	135.675	135.675	138.4	141.075
Jun-2002	128.55	129.075	138.8	124.5	126.425	124.725	132.85	132.85	138.675	142.7
Jul-2002	129.94	130.18	138.94	125.78	128.68	126.24	132.7	132.7	138.42	142.76
Aug-2002	132.75	132.45	141.175	127.95	131.275	129	135.225	135.225	143.275	148.4
Sep-2002	141.06	139.32	144.82	135.74	140.04	136.88	145.24	145.24	153.62	159.7
Oct-2002	146.15	144.825	148.75	141.975	146.125	142.95	150.45	150.45	152.775	155.675
Nov-2002	141.975	141.1	149.4	136.75	142.1	136.275	147.75	147.75	150.675	153.15
Dec-2002	142.88	143.3	151.2	138.98	142.96	137.66	144.16	144.16	149.64	152.4
Jan-2003	148.775	151.4	159	147.3	147.325	145.9	145.1	145.1	153.425	157.85
Feb-2003	165.425	169.925	181.25	164.9	163.85	162.125	159.5	159.5	167.9	172.5
Mar-2003	170.8	176.96	193.22	169.94	166.06	163.7	173.98	173.98	181.58	181.78
Apr-2003	153.25	159.95	169.6	154.95	149.5	144.325	158	158	161.325	165.025
May-2003	145.125	149.65	160.1	140.075	143.55	137.5	148.925	150.05	150.05	154.25
Jun-2003	142.4	143.66	156.3	137.7	140.86	136.68	144.74	144.74	152.72	158.14
Jul-2003	143.5	144.15	156.325	138.875	140.775	138.275	146.5	146.5	158.275	163.475
Aug-2003	148.65	147.425	157.275	142.5	146.425	143.5	151.45	151.45	166.6	172.525
Sep-2003	146.66	145.8	156.44	140.34	144.96	140.72	153.12	153.12	161.16	165.58
Oct-2003	148.125	147.425	157.7	142.1	148.175	142.75	151.575	151.575	156.75	162.2
Nov-2003	148.225	147.925	158.675	142.35	146.975	143.075	154.05	154.05	159.075	163.9
Dec-2003	148.98	149.88	162.78	144.06	144.96	144.18	152.88	152.88	162.88	168.06
Jan-2004	155.1	158.4	172.5	152.65	152.025	151.55	163.925	163.5	163.5	167.65
Feb-2004	158.2	160.875	177.275	154.05	154.375	153.025	160.9	160.9	174.275	180.9
Mar-2004	162.94	163.46	176.04	158.04	159.6	156.84	164.16	164.16	182.18	189.66
Apr-2004	169.225	164.9	175.375	160.5	164.75	161.6	178.9	178.9	203.15	217.075
May-2004	174.64	168.86	178.94	164.06	167.66	165.36	193.32	193.32	219.08	228.44
Jun-2004	171.125	169	180.925	164	165.85	163.425	186.25	186.25	199.725	205.625
Jul-2004	173.85	172	181.8	167.15	169.3	166.925	179.7	179.7	202.85	209.8
Aug-2004	183.28	181.96	191.12	177.42	180.12	178	186.9	186.9	204.14	212.84
Sep-2004	191.675	191.225	199.825	187.4	188.9	187.1	194.325	194.325	208.375	216.375
Oct-2004	213.425	213.75	224.65	208.8	210.5	207.3	217.35	217.35	230.775	236.075
Nov-2004	214.66	216.74	228.2	211.28	211.2	208	221.6	221.6	228.86	234.78
Dec-2004	200.925	206.775	220.875	200.525	197.225	193.875	203.05	203.05	209.125	213.675
Jan-2005	195.88	201.9	218.32	194.92	193	190.6	190.36	190.36	201.94	205.88
Feb-2005	202.675	204.55	221.45	197.525	197.25	195.775	205.975	205.975	224.375	224.375
Mar-2005	221.375	221.325	233.425	222.825	223.625	222.55	228.2	228.2	246.15	245.5
Apr-2005	229.175	228.8	242.3	239.75	216.3	214.8	245.5	245.5	255.725	258.95
May-2005	219.88	221.48	236.74	215.6	213.76	215.04	226.52	226.52	241.28	245.02
Jun-2005	228.975	232.175	241.75	227.4	226.35	225.55	233.125	233.125	238.175	246.9
Jul-2005	237.25	239.35	251.525	233.725	234.125	231.35	239.275	239.275	251.325	257.75
Aug-2005	250	248.28	257.78	243.34	244.48	242.06	258.54	258.54	282.06	294.48
Sep-2005	281.875	282.65	289	278.4	275.3	276.575	294.325	294.325	305.125	312.475
Oct-2005	309.5	306.18	291.58	312.04	309.84	310.72	314.22	314.22	316	316
Nov-2005	257.3	254.5	267.85	248.125	254.125	255.275	272.95	272.95	270.7	266.8
Dec-2005	244.275	246.65	261.975	240.025	241.55	242.4	251.65	251.65	250.375	250.375
Jan-2006	246.74	250.88	266.26	245.2	242.5	243.38	242.66	242.66	258.18	262.98
Feb-2006	247.525	250.625	261.55	245.8	241.975	244.5	250.225	250.225	262.075	270.25
Mar-2006	255.85	258.25	268.625	252.925	251.175	251.9	258	258	271.25	273.775
Apr-2006	272.8	274.775	283.15	270.2	269.35	268.05	274.2	274.2	286.8	293.225
May-2006	289.66	288.66	298.04	283.3	284.48	281.48	304.16	304.16	316.12	322.2

Jun-2006	289.025	296.5	298.375	284.35	285.075	283.35	301.55	312.325	319.225
Jul-2006	291	296.56	298.76	287.18	293.44	287.98	298.46	305.6	310.38
Aug-2006	298.775	305.55	309.65	293.5	305.05	295.2	300.35	319.925	319.275
Sep-2006	275.9	288.15	289.5	268.95	271.35	270.1	310.825	306.05	305.3
Oct-2006	253.76	264.3	265.62	247.76	247.54	246.72	258.84	267.42	272.06
Nov-2006	252.4	262.2	264.025	246.525	254.075	246.95	263.175	269.075	267.85
Dec-2006	260.15	273.3	271.975	253.9	266.15	252.75	271.5	288.35	290.625
Jan-2007	246.98	263.12	258.12	240.74	242.9	241.16	262.92	276.16	280.3
Feb-2007	247.575	262.6	256.75	242.25	244.325	241.725	253.125	276.775	288.55
Mar-2007	266.7	271.45	270.425	261.8	265	262.85	273.475	280.55	288.5
Apr-2007	283.38	284.26	286.14	279.32	281.7	280.12	295.64	293.34	298.46
May-2007	279.625	287.8	286.625	274.425	276.25	274.5	299.15	292.85	296.4
Jun-2007	280.375	289.025	288.175	276.25	277.425	275.6	293.45	295.375	301.875
Jul-2007	286.84	294.54	293.38	280.88	285.44	279.9	297.18	302.18	312.28
Aug-2007	286.9	292.475	291.225	280.225	286.4	280.25	297.9	301.425	304.9
Sep-2007	294.425	300.2	302.575	290.4	297.25	289.375	297.35	300.15	302.4
Oct-2007	306.64	315.88	316.8	301.44	306.06	298.36	318.36	324.06	326.66
Nov-2007	339.125	348.425	350.05	333.625	337.325	331.25	349.425	357.225	360.775
Dec-2007	338.6	358.6	352.22	330.9	330.36	327.88	334.8	344.98	347.46
Jan-2008	337.425	361.05	349.2	330.15	326.975	325.6	325.05	338.05	342.275
Feb-2008	337.7	360.15	351.725	337.475	334.55	334.075	333.675	343.375	348.825
Mar-2008	393.28	402.84	406.74	386.66	385.48	383.12	382.44	394.88	401.44
Apr-2008	413.975	426.3	428.85	406.55	404.025	402.1	406.625	419.875	426.475
May-2008	447.35	456.325	461.4	440.6	438.225	436.7	438.175	456.25	467.325
Jun-2008	473.38	483.76	486.26	466.9	460.42	463.68	467.06	484.74	496.76
Jul-2008	476.2	485.675	486	471.125	462.975	467.625	469.025	485.15	496.5
Aug-2008	436.125	453.075	450.225	428.55	422.225	425.075	440.6	445.425	454.225
Sep-2008	407.84	422.08	417.46	402.42	398.42	398.94	404.76	406.88	408.68
Oct-2008	364.675	380.75	372.85	359.675	354.75	353.65	362.825	353.375	356.775

**IMPORTANT NOTICE:** As of April 1, 2008, subscribers will no longer receive paper copies of the Pacific Cities CPI Summary in the mail. The Pacific Cities CPI summary will continue to be available on the internet at <http://www.bls.gov/ro9/pachist.htm>.

**CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE  
OCTOBER 2008**

**ALL ITEMS INDEXES**

(1982-84=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)										Urban Wage Earners and Clerical Workers (CPI-W)							
	Indexes					Percent Change Year ending			1 Month ending		Indexes			Percent Change Year ending			1 Month ending	
	Oct. 2007	Sept. 2008	Oct. 2008	Sept. 2008	Oct. 2008	Sept. 2008	Oct. 2008	Oct. 2008	Oct. 2008	Oct. 2008	Oct. 2007	Sept. 2008	Oct. 2008	Sept. 2008	Oct. 2008	Sept. 2008	Oct. 2008	Oct. 2008
U. S. City Average.....	208.936	218.783	216.573	4.9	3.7	-1.0	204.338	214.935	212.182	5.4	3.8	-1.3	608.662	640.226	632.025	-	-	-
(1967=100).....	625.879	655.376	648.758	-	-	-	211.259	220.285	218.726	5.0	3.5	-0.7	624.336	651.009	646.403	-	-	-
Los Angeles-Riverside-Orange Co.....	218.696	227.449	226.159	4.5	3.4	-0.6	208.304	217.028	215.499	4.8	3.5	-0.7	335.150	349.187	346.727	-	-	-
(1967=100).....	646.124	671.986	668.175	-	-	-	339.990	354.792	352.437	4.9	3.7	-0.7	129.419	134.873	133.694	-	-	-
West.....	213.917	222.132	221.034	4.3	3.3	-0.5	210.025	219.169	217.714	4.9	3.7	-0.7	-	-	-	-	-	-
(Dec. 1977 = 100).....	345.785	359.064	357.290	-	-	-	339.990	354.792	352.437	4.9	3.7	-0.7	-	-	-	-	-	-
West - A*.....	217.314	225.910	224.947	4.4	3.5	-0.4	129.419	134.873	133.694	4.8	3.3	-0.9	-	-	-	-	-	-
(Dec. 1977 = 100).....	354.360	368.378	366.841	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
West - B/C** (Dec. 1996=100).....	129.866	134.834	133.795	4.5	3.0	-0.8	-	-	-	4.8	3.3	-0.9	-	-	-	-	-	-

BI-MONTHLY DATA	All Urban Consumers (CPI-U)										Urban Wage Earners and Clerical Workers (CPI-W)							
	Indexes					Percent Change Year ending			2 Months ending		Indexes			Percent Change Year ending			2 Months ending	
	Oct. 2007	August 2008	Oct. 2008	August 2008	Oct. 2008	August 2008	Oct. 2008	Oct. 2007	August 2008	Oct. 2008	August 2008	Oct. 2008	August 2008	Oct. 2008	August 2008	Oct. 2008	August 2008	Oct. 2008
San Francisco-Oakland-San Jose.....	217.949	225.411	225.824	4.2	3.6	0.2	213.133	221.385	221.192	4.6	3.8	-0.1	649.008	674.136	673.547	-	-	-
(1967=100).....	670.036	692.975	694.247	-	-	-	213.107	223.273	220.687	6.2	3.6	-1.2	632.077	662.228	654.557	-	-	-
Seattle-Tacoma-Bremerton.....	218.427	227.745	225.915	5.4	3.4	-0.8	-	-	-	-	-	-	-	-	-	-	-	-
(1967=100).....	665.850	694.255	688.676	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Dash (-) = Not Available.

\* A = 1,500,000 population and over  
\*\* B/C = less than 1,500,000 population

Release date November 19, 2008. The next monthly releases are scheduled to be published on December 16, 2008 and the next bi-monthly releases are scheduled to be issued on January 16, 2009. The next semi-annual releases are scheduled to be issued February 20, 2009.

Anchorage (907) 271-2770	Los Angeles (310) 235-6884	Portland (503) 326-5818	San Francisco (415) 625-2270
Honolulu (808) 541-2808	Phoenix (480) 503-9075	San Diego (619) 557-6538	Seattle (206) 553-0645

**This card is available on the day of release by electronic distribution. Just go to [www.bls.gov/bis/list.htm](http://www.bls.gov/bis/list.htm) and sign up for the free on-line delivery service. For questions, please contact us at [BLInfoSF@BLS.GOV](mailto:BLInfoSF@BLS.GOV) or (415) 625-2270.**

**AMENDED AND RESTATED  
REFUSE COLLECTION AGREEMENT  
BETWEEN THE  
CITY OF CORNING AND USA WASTE OF CALIFORNIA, INC.,  
DBA CORNING DISPOSAL**

THIS AMENDED AND RESTATED AGREEMENT is entered into as of the latest date executed as set forth on the signature page hereto, by and between THE CITY OF CORNING, a Municipal corporation ("CITY") and USA WASTE OF CALIFORNIA, INC. dba Corning Disposal (successor to Corning Disposal, Inc.) ("CONTRACTOR"). CITY and CONTRACTOR may be referred to herein collectively as the "Parties" or individually as a "Party."

**WITNESSETH**

WHEREAS the CITY and CONTRACTOR are parties to that certain Refuse Collection Agreement executed March 30, 1998 (the "Original Agreement"), and the parties desire to supersede, amend and restate the Original Agreement on the terms and conditions provided herein,

WHEREAS the CITY desires to provide for mandatory garbage collection services and to implement curbside recycling and green waste collection services in accordance with the authority granted to the CITY by Public Resources Code Section 49300 and Chapter 8.06 of the Corning Municipal Code, and

WHEREAS the CONTRACTOR possesses the equipment, skill and expertise to provide the necessary services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the covenants contained herein, the parties mutually agree to the following terms and conditions.

**1. Definitions.**

"**AB 939**" means the California Integrated Waste Management Act of 1989, (Public Resources Code, Section 40,000 *et. seq.* AB 939 mandates that, by the year 2000, California cities and counties must divert fifty percent (50%) of their solid waste stream from landfill disposal through source reduction, recycling, and composting activities. The State Integrated Waste Management Board may, with justification, grant exemptions or extensions to this mandate.

"**Bulky Goods**" means discarded large and small household appliances and discarded furniture, not to exceed in aggregate 4 cubic yards per load and limited to three large appliances (such as refrigerators, washers, dryers, dishwashers, water heaters) per year for each customer.

"**Force Majeure**" means acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public

riots, breakage, explosions, accident to machinery, pipelines or materials, governmental restraint or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of CONTRACTOR.

**“Green Waste”** means grass clippings, leaves, hedge trimmings, small branches and similar vegetative waste generated from residential property or landscaping activities, but does not include stumps or similar bulky wood materials.

**“Hazardous Waste”** means (i) all waste defined or characterized as hazardous by the federal Solid Waste Disposal Act (42 U.S.C. §§ 3251 et seq.), as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§ 6901 et seq.) and all future amendments thereto, or regulations promulgated thereunder and (ii) all waste defined or characterized as hazardous by the principal agencies of the State of California having jurisdiction (including without limitation the Department of Health Services, the Regional Water Quality Control Board and the Integrated Waste Management Board.

**“Recyclable”** or **“Recyclable Material”** means a material or group of materials that can be processed into a form suitable for reuse through reprocessing or remanufacture consistent with the requirements of AB 939.

**“Refuse”** means any and all putrescible and non-putrescible solid and semi-solid waste, including garbage, refuse or rubbish resulting from industrial, commercial, residential or community activities, any other waste that is “solid waste” as defined in 23 California Code of Regulations (“CCR”), Section 2523 and 14 CCR, Section 17225.69. The term “Refuse” as used herein does not include: Hazardous Waste; designated waste or contaminants which may be injurious to personnel engaged in solid waste handling, including but not limited to infectious waste, acids, explosives, radioactive material and septic tank pumping; dead animals; large mechanical devices; nor any materials that are, or in the future become, prohibited from receipt, handling or disposal by state, federal or local law, regulation, rule, code, ordinance, order, permit or permit condition. If the Parties agree, the term Refuse may include waste or other materials which may require special handling at a disposal facility, including but not be limited to, clean soil, non-hazardous contaminated soil, construction, demolition and land-clearing debris, and non-friable asbestos provided that CONTRACTOR, either itself or through a subcontractor, has the capability of handling such special waste or materials.

**“Senior Citizen”** shall mean an individual aged sixty-two (62) years or older; provided, however, that all individuals aged sixty (60) or older as of the date of this Agreement who received discounted senior citizen rates under the Original Agreement, shall continue to be Senior Citizens for purposes of this Agreement.

**2. Exclusive Right.** The CITY does hereby grant to CONTRACTOR and CONTRACTOR shall have the exclusive duty, right and privilege to collect and dispose or otherwise handle all Refuse, Recyclable Materials, Bulky Goods and Green Waste generated, deposited or otherwise coming to exist in the incorporated area of the CITY. All commercial and residential premises within the incorporated area of the CITY shall be required by CITY to utilize the collection services of

CONTRACTOR provided hereunder. In return for the exclusive rights set forth herein and other consideration provided for herein, CONTRACTOR shall provide services in accordance with the terms of this Agreement. Nothing in this Agreement shall prevent any owner, occupant or tenant of premises from handling, hauling, or transporting Solid Waste or Recyclables generated by or from his/her own residence or business operations for purposes of disposing of the same at an authorized disposal area or transfer station in accordance with Corning Municipal Code Section 8.06.130; provided, however, that such handling, hauling, or transporting shall be performed: (i) personally by the resident, (ii) as an incidental part of a gardening, landscaping, tree trimming, cleaning, maintenance, construction or similar service offered by a company performing such service rather than as a waste hauling service, or (iii) as otherwise expressly permitted by Code Section 8.06.130 as in effect on the date hereof or as such exception in the Code may be narrowed by amendment hereafter.

3. **Franchise Fee.** To reimburse the CITY for its cost of monitoring CONTRACTOR compliance and administering the solid waste collection system, CONTRACTOR shall pay to the CITY Three Thousand Dollars and No/100 (\$3,000.00) per month during the initial ten-year term of this Agreement. Such fee shall be paid by CONTRACTOR to the CITY on or before the tenth (10th) day of each month during the term of this Agreement. The CITY shall have the right to re-negotiate such fee prior to approving any extension option under this Agreement.

4. **Contractor Services.**

4.1. **Refuse Collection; Old Transfer Station.**

4.1.1 CONTRACTOR shall furnish all labor, materials and equipment required to collect and dispose of all Refuse and shall collect all Refuse within the present or future incorporated limits of the CITY and dispose of the same. CONTRACTOR shall dispose of all Refuse only at a place or sites where such disposal is lawful and the CITY shall not be liable for the disposal of same or to provide sites or places for the disposal of same. CONTRACTOR shall dispose of all Refuse and Green Waste collected from within the City of Corning only at the Tehama County Landfill, unless another location is approved by the CITY Council. If the tipping fees or the fees charged CONTRACTOR at such landfill increase, CONTRACTOR may request a rate adjustment in accordance with the procedures set forth in paragraph 8.5 of this Agreement.

4.1.2 CONTRACTOR may use the CITY's old transfer station site for disposal of Green Waste, including for Green Waste collected within the City by large commercial generators of Green Waste. CONTRACTOR may take appropriate measures to restrict or eliminate public access to the site, and CITY will cooperate with CONTRACTOR in implementing and enforcing such measures. CONTRACTOR may discontinue use of the site if it determines that it is impractical to control public access or the site is otherwise undesirable for CONTRACTOR's purposes; provided, however, that the site will remain available for the CITY's Public Works Department. CONTRACTOR shall pay for grinding of Green Waste.

**4.2 Containers.** CONTRACTOR shall make best efforts to provide each residential customer in the CITY with one (1) 96-gallon roller cart or, for each Senior Citizen customer only and in lieu of a 96-gallon roller cart, one (1) 32-gallon roller cart, in which to discard Refuse and, commencing April 1, 2008, one (1) 64-gallon container (containing a sticker or molded-in instructions for acceptable Recyclable Materials) for each customer for placement of Recyclable Materials. CONTRACTOR shall provide up to one (1) additional 64-gallon Recyclable Materials container at no additional charge upon the request of any residential customer that produces a high volume of Recyclables.

**4.3 Discontinuing Service Upon Vacancy.** The owner, tenant or occupant of any premises required to subscribe to CONTRACTOR's refuse collection service under Corning Municipal Code Section 8.06.030 may discontinue service for one or more months when such premises are vacant or the occupant is traveling out of town. The owner, tenant or occupant shall submit written notice of such vacancy to CONTRACTOR. The rates charged under Section 8.1 shall continue to accrue until such time as notice is received by CONTRACTOR. In the event of a dispute arising under this Section, such dispute shall be reviewed as set forth in Section 8.3 of this Agreement.

**4.4 Other Collection and Drop-Off Services.**

4.4.1 CONTRACTOR shall furnish all labor, materials and equipment to collect and shall collect Recyclables from the curbside of residences in the CITY in accordance with the schedule set forth herein.

4.4.2 CONTRACTOR shall maintain a drop-off site for Bulky Goods at CONTRACTOR's business located at 3281 Highway 99W, Corning CA 96021. Each residential customer may drop-off Bulky Goods at CONTRACTOR's drop-off site, provided a residential customer's Bulky Goods load may not exceed 4 cubic yards and no residential household may, in combination with Bulky Goods curbside pickups, dispose of more than 3 large appliances (such as refrigerators, washers, dryers, dishwashers, water heaters) per year. Each residential household will be allowed to make one drop-off trip to the site each month on a day to be designated by CONTRACTOR (provided that no day will be scheduled for drop-offs in months in which CONTRACTOR provides curbside pickup) and will be requested to provide proof of residency such as a water bill, power bill or phone bill or otherwise be confirmed to be a resident by the City of Corning. CONTRACTOR shall conduct four (4) curbside pickup events per year, on days scheduled by Contractor, of Bulky Goods for residential customers living in single family homes or multi-family residences consisting of four units or less, provided such customer notifies

CONTRACTOR's call center at least one week in advance of the pickup. Such customer's Bulky Goods may not exceed 4 cubic yards per pick-up or, in combination with Bulky Goods drop-offs at CONTRACTOR's drop-off site, exceed more than 3 large appliances (such as refrigerators, washers, dryers, dishwashers, water heaters) per year. CONTRACTOR will provide additional on-call Bulky Goods pick-up at a residential customer's house for an additional charge as specified in Exhibit C, subject to adjustment as provided in Section 8.

4.4.3 Recyclable Material placed at the curbside for collection shall be deemed the property of CONTRACTOR.

4.4.4 CONTRACTOR shall furnish all labor, materials and equipment to collect and shall collect Green Waste from the curbside of residences in the CITY in accordance with the schedule set forth herein. Without limiting the generality of the foregoing, CONTRACTOR shall provide each residential customer in the CITY with one (1) 96-gallon roller cart in which to discard Green Waste.

**4.5 Collection Schedule.** Refuse shall be collected at least once each week from residences. Recyclable Materials and waste oil and oil filters shall be collected every other week from residences. Upon commencement of the service, Green Waste shall be collected every other week (on alternating weeks with Recyclables collection) from residences. All Refuse and Recyclables collections shall be on weekdays (i.e., Monday through Friday, inclusive) and shall be on the same day of the week. All residential collection shall be between the hours of 6:00 a.m. and 5:00 p.m. No residential collection shall be made on Saturday or Sunday, except as may be necessary for holiday collection as provided herein. The schedule for residential collection may be changed by CONTRACTOR upon providing at least ten (10) days' notice to the CITY and seven (7) days' notice to the affected residential customers. Notwithstanding the foregoing, collections may be made at any time in response to complaints or emergency situations. The frequency of commercial and industrial collection will be in accordance with the agreement between the commercial or industrial customer and the CONTRACTOR based on volume needs and in compliance with the Corning Municipal Code. When a normal collection day falls on January 1st, Memorial Day, 4th of July holiday, Labor Day, Thanksgiving Day or December 25, collection shall be provided as follows: (a) on the holiday, (b) one day prior to the holiday, or (c) one day after the holiday, in which case collection may be made one day later than the regularly scheduled day during the remainder of the week. CONTRACTOR shall notify the CITY two weeks in advance of any changes in collection schedules occasioned by holidays.

**4.6 Publication of Schedule.** CONTRACTOR shall print and distribute to all customers, at least once annually, a schedule of collection and street sweeping days for all service.

#### **4.7 Contractor Services to City.**

4.71 Street Sweeping. At no additional cost to CITY, CONTRACTOR shall provide to the CITY street sweeping services to the CITY's reasonable satisfaction twice per month in residential areas and once per week in commercial areas. CONTRACTOR reserves the right in its discretion to perform such street sweeping services itself or through a subcontractor. Exhibit A sets forth the required street sweeping schedule for residential and commercial areas. Exhibit B sets forth the required street sweeping service standards and equipment standards.

4.7.2 Bulky Items. At no cost to CITY, CONTRACTOR shall provide to the CITY:

(i) at CONTRACTOR's facility a drop box in which the CITY may discard Bulky Goods and other large items collected by CITY along CITY streets and

(ii) a location for the disposal of Green Waste, which currently is CITY's old transfer station.

4.7.3 CITY Refuse. At no cost to CITY, CONTRACTOR shall pick up and remove from each CITY site all Refuse generated at CITY premises, excluding schools within CITY limits.

**4.8 AB 939 Requirements.** CONTRACTOR shall guarantee CITY's compliance with the AB 939 diversion requirements. In order to encourage participation in the curbside recycling program provided to residents hereunder, CONTRACTOR shall transmit educational materials to residents summarizing the recycling program, as well as the residents' respective collection dates. CITY and CONTRACTOR recognize that attaining AB 939 goals requires the mutual cooperation of CONTRACTOR, CITY and its citizens. CITY agrees to consider the implementation of such changes to the recycling or solid waste program as may be reasonably requested by CONTRACTOR as necessary to achieve the waste diversion requirements of AB 939.

**5. Failure-To-Serve Tag.** It is understood that the CONTRACTOR is not required to and is not authorized to collect and transport Hazardous Waste, restricted or other waste that is not acceptable or permitted for disposal at a transfer station or disposal site. CONTRACTOR shall not take title to any Hazardous Waste collected in the course of its performance of its obligations under this Agreement. Regardless of the reason, when any Refuse or other material is not collected by CONTRACTOR, CONTRACTOR shall leave a tag on the Refuse or other material stating the reasons for CONTRACTOR's refusal to collect the same. Adequate records of the tags shall be maintained by CONTRACTOR and shall be available to the CITY for inspection upon reasonable notice during business hours. CONTRACTOR shall immediately notify the County Environmental Health Department and report suspected Hazardous Waste. CONTRACTOR shall notify the

Corning Police Department Animal Control and report dead animals and the location of the container, if any.

6. **Failure to Collect.** Except in the event of Force Majeure, should CONTRACTOR fail to collect and dispose of Refuse as provided herein, and fail to correct the situation within three (3) business days after receiving written notice thereof from the CITY, the CITY may collect and dispose of the same and CONTRACTOR shall be liable for the expenses incurred by the CITY therefor.

7. **Standards for Collection and Operation.**

7.1. **Compliance with Law.** CONTRACTOR shall comply with all laws and regulations applicable to CONTRACTOR's operations, including laws, ordinance, rules and regulations of the United States, the State of California, the County of Tehama, the City of Corning and the City and County of the location at which Refuse may be transported or disposed of hereunder.

7.2. **Equipment.** CONTRACTOR shall possess or demonstrate to the CITY's reasonable satisfaction that it has available to it adequate equipment and vehicles, including reserve or replacement vehicles and equipment, sufficient to perform the services required of CONTRACTOR herein. CONTRACTOR shall maintain all trucks and equipment used within the CITY in good mechanical condition and the same shall be clean, numbered and uniformly painted. Each vehicle used by CONTRACTOR shall carry at all times a broom and shovel or other item appropriate for use in the prompt removal of any spilled material. All vehicles used by CONTRACTOR shall have adequate coverage at all times to prevent the spillage of Refuse.

7.3. **Vehicle Storage.** If CONTRACTOR wishes to store and service its vehicles within the CITY, these vehicles shall be stored in accordance with laws and requirements of the CITY and the Fire Department.

7.4. **Collection Operations.** CONTRACTOR shall make all collections of Refuse, Recyclables and Green Waste from the curb along the street in front of each resident's premises. CONTRACTOR shall return emptied refuse containers to the sidewalk or, where no sidewalk exists, CONTRACTOR shall ensure that the container is so placed at the edge of the roadway as to not interfere with vehicular traffic. CONTRACTOR shall conduct its operation so as to minimize as practicable any obstruction and inconvenience to public traffic or disruption of the peace and quiet of the area within which collection occurs. CONTRACTOR shall replace at its cost CONTRACTOR-owned containers damaged by the negligent acts or willful misconduct of its employees and through ordinary wear and tear of use, but shall not be responsible for free replacement of containers which become damaged or unusable as a result of the negligent acts or willful misconduct of other parties. CONTRACTOR shall have the right to bill the parties whose negligence or misconduct causes damage for the replacement costs of the damaged containers.

7.5. **Business Office.** CONTRACTOR shall maintain a business phone that can be called by customers without paying a toll charge. The phone shall be answered during normal working hours. CONTRACTOR shall also maintain a log of service complaints, including the time of complaint and manner of disposition. A copy of the log shall be available to the CITY upon reasonable advance notice.

**8. Rates and Rate Adjustments.**

**8.1. Rates.** Effective April 1, 2008, CONTRACTOR shall charge and collect from residential and commercial customers the rates set forth on Exhibit C attached hereto.

**8.2. Billing for Services.** In 2004, the CITY assumed responsibility for the billing of residential customers in all single family dwellings and apartment units up to four (4) units on a property. The CITY initiates and terminates residential service as part of the CITY water and sewer utility billing process in accordance with City Code and adopted "Administrative Policy For Utility Billing". The CITY prepares a list of all billed residential properties and shares such list with CONTRACTOR as changes occur. The City pays the CONTRACTOR at the end of each calendar quarter for all residential customers listed on such list, even if such customers are delinquent. The foregoing procedures will continue to be followed. CONTRACTOR shall be responsible for billing all other Refuse collection subscribers. In the event Code Section 25831. Subject to dispute resolution in accordance with Section 8.3, CONTRACTOR shall not cease to provide service for properties that have delinquent accounts.

**8.3. Rate and Service Dispute Resolution.** Because the rates are based upon volume collected and the level of service must be determined through agreement between the CONTRACTOR and the customer, disagreements may from time to time occur between these parties. Therefore, the customer or CONTRACTOR may present a dispute about level of service or payment of rates, including delinquent accounts, to the CITY Director of Public Works for resolution. The circumstances of the dispute shall be presented in letter form, clearly stating the issues disagreed upon and the solution sought. The Director of Public Works shall review the disputed issue and make a determination which shall be final. The authority of the Director of Public Works to administratively resolve disputes in the foregoing manner does not include authority to approve adjustments in the rates themselves which are charged for differing service levels and types of service.

**8.4. Annual CPI Rate Adjustment.** Commencing on April 1, 2009, and on April 1 annually thereafter, the residential and commercial rates set forth on Exhibit C may, subject to CITY Council review and approval, which approval shall not be unreasonably withheld, be adjusted by a percentage equal to one hundred percent (100%) of the increase in the Consumer Price Index ("CPI"), All Urban Consumers, West-C, for the 12-month period ending on the prior September 30. Not later than November 30 of each year, CONTRACTOR shall notify the CITY of its intent to increase the rate and provide the rate computations and a proposed new schedule. The CITY Manager shall promptly schedule the request for a rate adjustment on the next CITY Council agenda at which action could be taken in accordance with all applicable laws and regulations.

**8.5. Fuel Cost Adjustment.** In addition to the CPI and other rate adjustments provided by this Section 8, the rates in Schedule C may be further adjusted for changes in fuel costs associated with performance of the services hereunder in the manner provided below.

8.5.1 Not later than November 30 of each year, CONTRACTOR shall notify the CITY of any intent to seek a fuel cost adjustment. CITY may also by such date each year notify CONTRACTOR of its intent to seek a fuel cost adjustment. CONTRACTOR, on its own initiative or at the request of the CITY, shall then submit to CITY a written proposal for a fuel cost rate adjustment, including a report detailing the calculations in accordance with the formula agreed to below. Within thirty (30) days after CONTRACTOR provides the CITY with such proposal and report, the CITY shall notify the CONTRACTOR in writing as to whether the CITY accepts such information as complete or specifying any respect in which the CITY deems such information incomplete or deficient. CITY shall attempt in good faith to review such information and complete all its deliberations in connection therewith within ninety (90) days from the date of submittal of the proposal and report to the CITY. The effective date for any such increase, if approved, shall be April 1.

8.5.2 The fuel cost adjustment shall be calculated by the following formula:

$$(1 + [(Fuel\ Cost\ Change - CPI\ Change) \times Fuel\ Percentage]) \times Old\ Rate = New\ Rate$$

The terms used in the preceding formula shall have the following meanings:

“Fuel Cost Change” means, for No. 2 diesel fuel, the average price for California No. 2 diesel fuel for the twelve (12) month period immediately preceding the submission of a proposal and report by the Contractor divided by such average price for the immediately preceding 12 month period average price for the calendar year preceding the most recent calendar year. The price used to compute the Fuel Cost Change shall be the price reported by the United States Department of Energy, Energy Information Administration. In the event that price is no longer reported, the parties will designate a new methodology for determining the price based on comparable data. For fuels other than No. 2 diesel, the Contractor shall calculate the change in fuel cost using the same time periods and a reasonably comparable fuel price index.

“CPI Change” means the average Consumer Price Index, All Urban Consumers, West-C for the most recently completed calendar year divided by such average price for the calendar year preceding the most recent calendar year.

“Fuel Percentage” means the CONTRACTOR’s total cost for diesel fuel (or such other fuel as is employed by CONTRACTOR) incurred during the most recent calendar year divided by CONTRACTOR’s total operating revenue for such calendar year, in both cases calculated for CONTRACTOR’s operations district that includes the CITY.

“Old Rate” means each of the rates on Exhibit B, as they may have been previously adjusted or amended.

"New Rate" means the new rate calculated pursuant to the preceding formula that will replace the Old Rate.

8.5.3 This rate adjustment for fuel costs shall be in addition to, and not in lieu of, any other rate increase to which CONTRACTOR may be entitled under this Agreement. Under no circumstances may an adjustment for fuel costs reduce a rate below the base rates as specified in Exhibit C, as increased for changes pursuant to this Section 8. Adjustments for fuel costs shall only be made to increase or reduce (but not below zero) prior adjustments for fuel costs. In addition to the preceding limitations on fuel cost adjustments, the percentage increase or decrease in the New Rate from the Old Rate in any single adjustment for fuel costs shall not exceed 2%.

8.6. **Uncontrollable Circumstances Adjustment.** In addition to the above, at any time during the term of this Agreement, CONTRACTOR may request in writing to the CITY Manager a rate increase in an amount sufficient to compensate CONTRACTOR for increases in costs that are beyond the control of CONTRACTOR. Such changes would include, but not be limited to, changes in federal, state or local laws regulating the work performed by CONTRACTOR (including without limitation changes in law regarding air quality, waste handling and hazardous waste issues with respect to street sweeping), changes in the tipping fees, processing fees or handling fees charged to CONTRACTOR for the disposal of Refuse, or recycling or handling of Green Waste and Recyclable Materials and percentage increases in subcontractor charges for street sweeping that exceed the percentage increase from the annual rate adjustment. The CITY Manager shall promptly schedule any request for a rate increase on the next CITY Council agenda at which action can be taken in accordance with all applicable laws and regulations. Any proposed rate increase shall be conditioned upon CITY Council approval, which shall not be unreasonably withheld. Any such rate increase, if approved, would take effect within three (3) months after CONTRACTOR's written request for such increase.

8.7. **Records.** CONTRACTOR shall make available to CITY for review monthly and annual reports regarding the number of customers. The CITY shall have the right, during normal business hours and upon reasonable advance notice given to CONTRACTOR by the CITY, to inspect the books of CONTRACTOR for purposes of determining the number of customers served by CONTRACTOR or for purposes of verifying increased costs warranting a rate increase as provided in Section 8.5.

9. **Term of Agreement.** The Original Agreement commenced on April 1, 1998. This Amended and Restated Agreement shall commence on April 1, 2008. The initial term shall expire at midnight on March 31, 2018. Prior to the expiration of the initial term, CONTRACTOR shall have the right to request a renewal of this Agreement for an additional five (5) year term commencing on the expiration of the initial term. Thereafter, the CITY may grant additional extensions at five (5) year intervals. The decision whether to grant any extension in the term of this Agreement shall be in the sole discretion of the CITY Council then in office.

**10. Hold Harmless.** The CITY shall not, nor shall any officer, employee or agent of the CITY, be liable or responsible for any accident, loss, or damage caused as a result of CONTRACTOR's negligent performance of services under this Agreement and CONTRACTOR shall defend, indemnify and hold CITY, its officers, employees and agents, free and harmless from any and all liability from any accident, loss or damage arising out of the negligent performance of services by CONTRACTOR pursuant to this Agreement. Notwithstanding the foregoing, CONTRACTOR shall not be responsible for and shall have no obligation to indemnify hereunder for claims or liability resulting from acts or omissions of the CITY or its officers, employees or agents.

**11. Insurance.**

**11.1. Coverage.** CONTRACTOR shall secure and maintain continuously in full force and effect during the term of this Agreement, and any extensions hereof, insurance policies from companies and in forms acceptable to CITY which will protect CONTRACTOR, CITY and CITY's officers and employees from claims from bodily injury, death or property damage which may arise from CONTRACTOR's activities or operations under this Agreement. Said policies shall be for not less than the amounts listed below:

Workers' Compensation: Statutory

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage.

Vehicle Liability: \$1,000,000 per accident for bodily injury and property damage.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY.

Other Insurance Provisions: The CITY, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of vehicles owned, leased, hired or borrowed by or on behalf of CONTRACTOR, and with respect to work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connection with any such work or operations.

Primary Coverage: For any claims arising out of CONTRACTOR's activities hereunder, the CONTRACTOR's insurance shall be primary and not secondary to any coverage available through CITY.

Non-Cancellation: Each insurance policy provided to CITY by CONTRACTOR shall be endorsed to state that coverage shall not be canceled by either party, except after a thirty (30) day prior written notice provided to the CITY.

Waiver of Subrogation: CONTRACTOR agrees to waive subrogation which any insurer may require of CONTRACTOR by virtue of payment of any loss. CONTRACTOR agrees to obtain any endorsement which may be needed by CITY to effect this waiver. The Worker's Compensation policy shall also be endorsed with a waiver of subrogation in favor of CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to CITY. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage: CONTRACTOR shall provide verification of coverage as described herein prior to commencement of the extended term of this agreement.

Subcontractors: CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements set forth above. Proof thereof shall be provided to CITY prior to commencement of any work by subcontractors.

**11.2. Additional Insured; Certificate.** The liability insurance policies shall name the CITY and its officers and employees, and the authorized agents of any of them, as additional insureds. CONTRACTOR shall provide the CITY with a Certificate of Insurance duly executed by CONTRACTOR's insurance carrier which shall serve as evidence of the continued existence of CONTRACTOR's insurance policies required hereunder and which shall contain a provision that the coverage thereunder will not be canceled or materially changed without thirty (30) days prior written notice given CITY.

**11.3. Subcontractor Insurance.** Before permitting any subcontractors to perform work under this Agreement, CONTRACTOR shall require subcontractors to furnish satisfactory proof that insurance has been taken out and is maintained meeting all of the foregoing insurance **requirements in respect to subcontractor's work.**

**11.4. Workers' Compensation.** In all operations connected with the services herein specified, CONTRACTOR shall observe the provisions of the Workers' Compensation Laws of the State of California and shall use all of the accepted and best safety practices for the public and CONTRACTOR's employees.

**12. Performance Bond.** CONTRACTOR shall secure a surety bond in the penalty sum of \$50,000.00 conditioned upon the faithful performance of this Agreement, which bond in a form and with an company acceptable to CITY shall be delivered to the CITY and kept in full force at all times during the term of this Agreement.

**13. Default, Termination.**

**13.1. Default.** In the event of any material failure or refusal of CONTRACTOR to comply with any obligation or duty imposed on CONTRACTOR under this Agreement, the CITY and CONTRACTOR shall meet and confer in good faith in an effort to agree on a resolution and cure of the breach. If the Parties are unable to agree on the informal resolution or cure of the breach, the CITY shall have the right to terminate this Agreement if:

13.1.1 the CITY shall have given prior written notice to CONTRACTOR specifying that a particular default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of CONTRACTOR, and that CONTRACTOR has delinquent accounts for its services hereunder, it may submit those accounts to the CITY for the purposes of collection. The CITY shall then, pursuant to the authority contained in Government Code Section 38790.1, use its best efforts to collect such delinquent fees in the manner described in Government

13.1.2 CONTRACTOR has not corrected such default or has not taken reasonable steps to commence to correct the same within thirty (30) days from the date of the notice given by CITY or thereafter does not diligently continue to take reasonable steps to correct such default.

13.1.3 CONTRACTOR (without any 30 day correction period) has not immediately corrected any such default that adversely affects the public's health and safety.

13.2. Termination. Upon the occurrence of a material breach, failure to cure and the declaration of termination of this Agreement by the CITY as provided above, CONTRACTOR shall have no further right to perform the services described in the Agreement, unless the CITY elects to terminate only a portion of the services set forth herein and maintain the remainder of the Agreement.

13.3. Force Majeure. The performance of this Agreement may be discontinued or temporarily suspended and CONTRACTOR shall not be deemed to be in default hereunder if performance under this Agreement is prevented or delayed by Force Majeure.

13.4. Proposition 218. If, at any time, a majority protest under Proposition 218 procedures precludes any rate adjustment determined to be necessary by both CITY (which determination shall not be unreasonably withheld) and CONTRACTOR to compensate CONTRACTOR for increases in costs as described in paragraph 8 of this Agreement, CONTRACTOR shall be entitled to terminate this Agreement upon three (3) months' advance written notice provided to CITY. Termination by CONTRACTOR as provided in the preceding sentence shall not be deemed a default by CONTRACTOR and the full value of the bond required under Section 12 of this Agreement shall be returned to CONTRACTOR.

14. Attorneys' Fees. In the event of any litigation to interpret or enforce the terms of this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney fees and costs, both at trial and on appeal.

15. Independent Contractor. CONTRACTOR is an independent contractor and shall not be deemed an employee of the CITY.

16. Assignment. Neither this Agreement nor any portion thereof may be assigned or subcontracted without the written consent of the City Manager upon the express authority of the City Council. Notwithstanding the foregoing, CONTRACTOR shall have the right, without seeking or obtaining approval or authority from the CITY, to subcontract for street sweeping services under this Agreement.

17. Taxes. CONTRACTOR shall pay all real and personal property taxes and possessory interest taxes as may be applicable to its performance of services under this Agreement.

18. Waiver. Failure of the CITY or CONTRACTOR to insist upon strict performance of any or all of the terms of this Agreement in any given instance, shall not be considered to be a waiver of the right to assert such term or condition of this Agreement at a later time in respect to future events.

19. Sale of Recyclable Material. This Agreement is not intended to and shall not affect or limit the right of any person to sell any Recyclable Material to any person lawfully

engaged in business in the CITY or to donate Recyclable Material to any bona fide charity, provided that all such Recyclable Material is separated at the source by the generator.

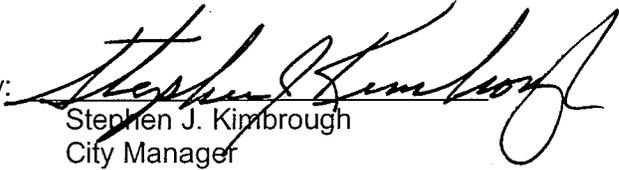
**20. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California.

**21. Complete Agreement.** This writing constitutes the full and complete Agreement and understanding between the CONTRACTOR and the CITY. All previous agreements, including without limitation the Original Agreement, are hereby superseded.

IN WITNESS WHEREOF, this Agreement is effective as of the latest date set forth below.

Date: 4-24-2008

**THE CITY OF CORNING, CALIFORNIA**

By:   
Stephen J. Kimbrough  
City Manager

Attest:

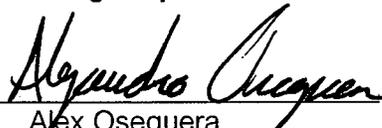
  
Lisa M. Linnet  
City Clerk

APPROVED AS TO FORM:

By:   
Michael C. Fitzpatrick  
City Attorney

**USA WASTE OF CALIFORNIA, INC.  
dba Corning Disposal**

Date: May 13, 2008

By:   
Alex Oseguera  
Market Area Vice President

**EXHIBIT A**  
**STREET SWEEPING SCHEDULE**

1. CONTRACTOR, or its subcontractor, shall provide Residential street sweeping twice per month, Monday through Friday, 6:00 a.m. to 5:00 p.m.
2. CONTRACTOR shall provide Commercial street sweeping once per week, Monday through Friday, 3:00 a.m. to 7:00 a.m.
3. Commercial areas defined are:
  - a. Solano Street from Eastern City limits, to west side of Barham Road , Edith Avenue intersection, and each block North and South of Solano Street from Third Street to Houghton Avenue, and Yolo and Marin Streets from Third Street to Houghton Avenue.
  - b. Third Street from North City limits, to Solano Street.
  - c. Edith Avenue from Solano Street to Colusa Street, and Short Drive cul-de-sac, West of Edith Avenue.
  - d. Highway 99-W from Solano Street to Southern City limits, and Sunrise Way Cul-de-sac west of Highway 99-W.
  - e. South Avenue from Eastern City limits, to west side of South Avenue and the Barham Ave. intersection.
4. Sweeping Contractor shall have free use of City water for sweeping operations, and all sweepers shall be equipped with the proper spanner wrench for the opening and closing of all Hydrants.
5. Sweeping debris shall be dumped in areas designated by the Public Works Department, and all debris will be picked up and disposed of by the City Public Works Department. Leaves picked up during the Fall leaf season, by the City shall be disposed of at the Corning Disposal Yard.
6. Fall leaf Season times and dates, shall be coordinated between the City of Corning, and CONTRACTOR. It is estimated that sweeping for leaves will require 2 1/2 times more sweeping hours, over and above the normal sweeping schedule. During the Fall leaf season the entire paved section of the street shall be swept, if needed, by direction of the Public Works Director, to insure complete removal of all fallen leaves, and debris.
7. When a normal collection day falls on January 1st, Memorial Day, 4th of July holiday, Labor Day, Thanksgiving Day or December 25, sweeping shall be provided as follows: (a) on the holiday, (b) one day prior to the holiday, or (c) one day after the holiday, in which case sweeping may be made one day later than the regularly scheduled day during the remainder of the week. Contractor shall

notify the City two weeks in advance of any changes in sweeping schedules occasioned by holidays.

8. All City residents, and Commercial businesses shall receive a street sweeping schedule from CONTRACTOR that shows the dates and times their area will be swept, and also to request that vehicles be removed from the curb and gutter area, so that the frontage of their home or business may be properly cleaned.

EXHIBIT B  
STREET SWEEPING SERVICE  
AND  
EQUIPMENT REQUIREMENTS

1. CONTRACTOR shall provide street sweeping services, including all necessary labor, materials and equipment, for all City streets with or without curb and gutter. All employees assigned to street sweeping operations shall be fully capable, experienced and trained in the work they are to perform. All street sweeping services shall be conducted in a workmanlike manner and in accordance with recognized industry standards, and to the reasonable satisfaction of the Public Works Director.
2. Street sweeping of private streets is not included in this franchise. However, nothing in this franchise shall prevent CONTRACTOR from entering into contracts with the owners of private drives, and parking lots.
3. CONTRACTOR, or its subcontractor, shall perform all street sweeping services in accordance with the schedule set forth in Exhibit A.
4. All street sweeping equipment shall meet each of the following standards:
  - a. Equipment shall be heavy duty, vacuum, or broom type sweeping equipment, equipped with dual gutter brooms and designed to clean the streets of paper, dirt, rocks, leaves and other debris.
  - b. It shall be equipped with an efficient water spray system for dust control.
  - c. It shall be capable of sweeping a minimum one-pass width of eight feet.
  - d. It shall conform to all applicable safety standards.
  - e. It shall be properly registered in the State of California, and insured in accordance with the laws of the State of California.
  - f. It shall have the name and local telephone number of CONTRACTOR displayed thereon in letters no smaller than two and one half inches in height. The name of the City or City logo shall not be displayed on the sweeping equipment.
  - g. The sweeping equipment shall be kept clean and well-maintained, and in proper adjustment to ensure proper sweeping operations and that the equipment is without oil leaks. CONTRACTOR shall make sure that the sweeping contractor maintains a sufficient supply of spare tires, brooms and other parts, to ensure the timely and continuous provision of services. The equipment shall be subject to inspection and approval of the CITY's Public Works Director, or his Assistant.

Before the effective date of the Franchise agreement, CONTRACTOR shall furnish the City with Liability, and Worker Compensation Insurance Certificates from the Sub-Contractor, under the Insurance requirements Item Eleven, Page Seven of the Franchise Agreement.

5. Sweeping Contractor shall immediately clean-up and/or report to the City any and all conditions related to street sweeping which may tend to create unsafe or hazardous conditions.
6. Sweeping Contractor shall submit such reports as may be requested by the City concerning street sweeping schedules, frequency of service and the collection and disposal of debris. And to notify the Public, and the City at least once a year or prior to any changes in the sweeping schedule.

**EXHIBIT C**  
**CITY OF CORNING RATE SCHEDULE FOR CORNING DISPOSAL**  
**Effective April 1, 2008**

**RESIDENTIAL RATES**

	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>Fuel Adjustment</u>	<u>New Rate</u>
Roller Carts (96-Gallon)	\$ 17.43	\$ 0.44	\$ 0.43	\$ 18.30
Senior Citizen Roller Cart (32-Gallon)	\$ 7.70			\$ 9.15

**COMMERCIAL RATES**

<u>Container Size</u>	<u>Frequency</u>	<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>CPI Adjustment</u>	<u>New Rate</u>
1 96-Gallon Roller Cart	1X Week	\$ 17.43	\$ 0.44	\$ 0.43	\$ 18.30
1 Yard	1X Week	\$ 56.11	\$ 1.41	\$ 1.39	\$ 58.91
1 Yard	Extra Pickup	\$ 12.27	\$ 0.31	\$ 0.30	\$ 12.88
1.5 Yard	1X Week	\$ 78.38	\$ 1.97	\$ 1.94	\$ 82.29
1.5 Yard	2X Week	\$ 143.25	\$ 3.60	\$ 3.54	\$ 150.39
1.5 Yard	Extra Pickup	\$ 17.15	\$ 0.43	\$ 0.42	\$ 18.00
2 Yard	1X Week	\$ 100.75	\$ 2.53	\$ 2.49	\$ 105.77
2 Yard	2X Week	\$ 198.23	\$ 4.98	\$ 4.90	\$ 208.11
2 Yard	3X Week	\$ 252.35	\$ 6.34	\$ 6.23	\$ 264.92
2 Yard	Extra Pickup	\$ 22.04	\$ 0.55	\$ 0.54	\$ 23.13
3 Yard	1X Week	\$ 143.25	\$ 3.60	\$ 3.54	\$ 150.39
3 Yard	2X Week	\$ 255.91	\$ 6.43	\$ 6.32	\$ 268.66
3 Yard	3X Week	\$ 330.59	\$ 8.31	\$ 8.17	\$ 347.07
3 Yard	Extra Pickup	\$ 31.34	\$ 0.79	\$ 0.77	\$ 32.90
4 Yard	1X Week	\$ 187.91	\$ 4.72	\$ 4.64	\$ 197.27
4 Yard	2X Week	\$ 320.09	\$ 8.04	\$ 7.91	\$ 336.04
4 Yard	3X Week	\$ 432.08	\$ 10.86	\$ 10.67	\$ 453.61
4 Yard	4X Week	\$ 585.60	\$ 14.72	\$ 14.46	\$ 614.78
4 Yard	Extra Pickup	\$ 41.11	\$ 1.03	\$ 1.02	\$ 43.16
6 Yard	1X Week	\$ 255.91	\$ 6.43	\$ 6.32	\$ 268.66
6 Yard	2X Week	\$ 432.10	\$ 10.86	\$ 10.67	\$ 453.63
6 Yard	3X Week	\$ 608.19	\$ 15.28	\$ 15.02	\$ 638.49
6 Yard	4X Week	\$ 765.42	\$ 19.24	\$ 18.91	\$ 803.57
6 Yard	Extra Pickup	\$ 55.99	\$ 1.41	\$ 1.38	\$ 58.78

**BIN RATES**

	<u>608.19</u>	<u>CPI Adjustment</u>	<u>CPI Adjustment</u>	<u>New Rate</u>
<b>4 Yard "BIN-A-DAY" 3 DAY RENTAL</b>	\$ 79.01	\$ 1.99	\$ 1.95	\$ 82.95
<b>Basic rate for Temporary Drop Box Service</b>				
20 Yard	\$ 374.59	\$ 9.41	\$ 9.25	\$ 393.25
30 Yard	\$ 417.08	\$ 10.48	\$ 10.30	\$ 437.86

\*\*\* Seniors get a \$9 discount from the base rate.

On-call curbside Bulky Waste Pick up \$65.00