



**CITY OF CORNING  
CITY COUNCIL AGENDA**

**TUESDAY, JANUARY 13, 2009  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

**B. ROLL CALL:**

<b>Council:</b>	<b>Hill</b>
	<b>Turner</b>
	<b>Parkins</b>
	<b>Leach</b>
<b>Mayor:</b>	<b>Strack</b>

**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**

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

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

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

- 1. Chamber of Commerce Thanks City – Presentation by Yvonne Boles.**
- 2. Proclamation: January 2009, National Mentoring Month in the City of Corning.**  
Melissa Mendonca, Mentoring Coordinator from the Tehama County Department of Education will be present to accept the Proclamation.
- 3. Informational Presentation by Members of the Corning Police Officers Association (Detective Mel Allison, Police Officers James Dodge and Jeremy White).**

**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.

4. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
5. Waive the Reading and Approve the Minutes of the December 9, 2008 Meeting with any necessary corrections.
6. January 7, 2009 Claim Warrant - \$726,917.86.
7. Business License Report – January 7, 2009.
8. Treasurer’s Report –December 2008.
9. Wages and Salaries – December 2008 - \$326,214.75.
10. December 2008 Building Permit Valuation - \$74,401.
11. December 2008 – Southwest Water Company Wastewater Operation Summary Report.
12. Approve Resolution 01-13-09-01 Authorizing the Tehama County Sanitary Landfill Agency to Submit a Regional Tire Recycling Grant Application.
13. Resolution No. 01-13-09-02 Authorizing the Building Official to Establish and Collect SB 1473 State Mandated Building Standards Fees.
14. Approve Resolution No. 01-13-09-03 Affirming that City Pays Employee Retirement Contributions.
15. Approve 25-Year Fixed Base Operator Lease Agreement with Bryan and Carol Carpenter of Rainbow Aviation.
16. Authorize Staff to Investigate Expanding Safe Routes to School Project to Include East Street.
17. Approve Progress Pay Estimate 3 for \$55,964 for the Safe Routes to School Cycle 7 Project.

**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.**

**18. Rezone 2008-2, Ordinance 633 Amending Chapters 17.10, 17.12, 17.14 & 17.16 of the Corning Municipal Code regarding Minimum Height, Bulk and Space Requirements in Residential Zones.**

**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.

**19. Ratify Memorandum of Understanding between City and Operating Engineers Local #3 Representing City of Corning Dispatchers Association Bargaining Unit.**

20. Prioritizing Economic Stimulus List for the City of Corning.

21. Rodgers Theatre: Approve Plan of Action.

22. Setting the Date for the Public Hearing on the 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:

23. Hill:

24. Turner:

25. Parkins:

26. Leach:

27. Strack:

P. ADJOURNMENT!:

POSTED: FRIDAY, JANUARY 9, 2009

**PROCLAMATION**  
**JANUARY 2009**  
**NATIONAL MENTORING MONTH**  
**IN THE CITY OF CORNING**

**WHEREAS**, youth mentoring is recognized as a powerful youth development strategy, offering guidance, support, and encouragement to help a young person become a responsible, productive adult; and

**WHEREAS**, strong mentoring programs can help young people stay in school and improve academically, boost self-esteem and communication skills, and improve chances of going on to higher education; and

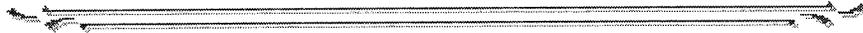
**WHEREAS**, the demand for mentoring far exceeds the current capacity of local mentoring programs and the number of adults who volunteer to become mentors; and

**WHEREAS**, the effects of the nationwide mentoring gap is strongly felt in Tehama County where so many young people want and need the support of an effective mentor; and

**WHEREAS**, the designation of January as National Mentoring Month has focused attention on the essential role mentoring plays in the lives of young people, moving them to fulfill their promise and potential; and

**WHEREAS**, the month-long celebration will encourage more organizations and individuals to become more involved in the mentoring movement; and

**WHEREAS**, the Tehama County Mentoring Program, as a nationally recognized award-winning program, supports and appreciates the many local mentors who are focused on building strong relationships with young people who need positive role models;



**NOW, THEREFORE I, GARY R. STRACK, AS MAYOR OF THE CITY OF CORNING, DO HEREBY PROCLAIM THE MONTH OF JANUARY 2009 AS MENTORING MONTH IN THE CITY OF CORNING.** I encourage Corning residents to honor the individuals who have chosen to become mentors to our youth and the organizations dedicated to making the future brighter for our young people.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 8<sup>th</sup> day of January 2008.

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**GARY R. STRACK, MAYOR**

**ATTEST:**

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**LISA M. LINNET, CITY CLERK**



**CITY OF CORNING  
CITY COUNCIL MINUTES  
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  
Strack**

**Mayor:**

All Council Members present except Mayor Strack.

**C. ADJOURN TO CLOSED SESSION: 6:31p.m.**

Mayor Strack joined the Closed Session at 6:35 p.m.

**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.**

**Q. RECONVENE AND REPORT ON CLOSED SESSION: 7:33 p.m.**

**Conference with Labor Negotiator:** Mayor Strack reported that the Council had met with the City Labor Negotiator Bill May to update the new Council Members on the status of the Labor Negotiations with the Public Safety and Dispatch Units.

**Personnel Evaluations:** Mayor Strack reported that Council would reconvene the Closed Session after the regularly scheduled City City Council Meeting to discuss the personnel evaluations.

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

Councilor Leach led the invocation and City Manager Stephen Kimbrough led the Pledge of Allegiance.

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

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

Nolan Schlereth reported that winter sports started two weeks ago and the canned food drive at the High School.

**H. BUSINESS FROM THE FLOOR:**

Walter Dodd thanked the Public Works Department for the Christmas Trees on Solano Street and the decorations on the Water Tower.

Joe DeScala addressed the Council regarding clarification of the minutes and his request to be agendized for the January 20<sup>th</sup> Planning Commission meeting. He wanted to confirm that he would be agendized. He was informed that he needed to submit a letter outlining the items he had for discussion, and that the City receive it no less than 10 days before the Planning Commission meeting. It was also clarified that it must be in letter form, not via email.

Andrea Molarius addressed the Council regarding Rodger's Theatre, Mayor Strack stated that Rodger's Theatre is Agendized and asked Ms. Molarius if we could discuss this at that time; Ms. Molarius stated that would be fine.

- I. **CONSENT AGENDA:** It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or member 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.**
  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.**

Councilor Hill asked to pull Consent Items 9, 10, and 13 for further discussion.

Councilor Hill moved to approve Consent Items 1-8, 11-12 and 14 with the necessary corrections to the minutes. Councilor Parkins seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

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

**9. City Council Appointment of Vice Mayor.**

Mayor Strack explained that Council leaves selection of the Vice Mayor to the Mayor for appointment with agreement by the Council. He then stated that he would like Councilor Hill to continue as Vice Mayor. Councilor Turner moved to approved the Mayor's selection of Councilor Hill as Vice Mayor. Councilor Leach seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

### 10. City Mayor's Appointments of City Council Representatives to the Various Commissions/Committees.

Mayor Strack introduced this item by title and stated that new representatives would need to be selected for the Commissions/Committees that former Councilors Zuniga and Dickison attended. He proposed the selection of the following Council members as representatives to the various Commissions/Committees:

- Councilor John Leach: Tripartite Board and the Tri-County Economic Development Corporation.
- Councilor Ross Turner: LAFCO and the Indian Gaming Commission.
- Councilor Toni Parkins Tehama County Sanitary Landfill JPA, (Councilor Turner will remain as the representative until term is up in January) and the Indian Gaming Commission.
- Mayor Gary Strack: Tehama County Transportation Commission, Shasta College Building Committee, and Tehama Economic Development Corporation.
- City Treasurer Pala Cantrell: Indian Gaming Commission.

With little discussion Councilor Hill moved to approve the previously mentioned appointments. Councilor Parkins seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

### 13. Approve Final Copy and Authorize Work for I-5 Freeway Welcome Signs.

Councilor Hill wanted to confirm that the new Councilors were aware of the recommendations; this was verified. It was also confirmed that this expense is being paid from the Chamber of Commerce BID money. It was also clarified that the City owns the signs. Councilor Hill moved to approve the final copy and authorize work for the I-5 Freeway "Welcome" signs. Councilor Turner seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

It was also clarified that public works would be putting the signs up.

**K. PUBLIC HEARINGS AND MEETINGS:** 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.

### 15. Rodgers Theatre – Council Reconsideration of USDA Loan vs. other Funding Options, Discussion and Possible Action.

Mayor Strack introduced this item by title briefly reviewing the past discussions.

Former Councilor Darlene Dickison informed the Council of the History of the City's acceptance of Rodgers Theatre from the Rodgers Family. She stated that she believes it was the believe of the Rodgers family and the Council at the time of acceptance of this property the City would keep it open as a Theatre and perform any necessary maintenance.

Andrea Molarius stated her believe that the Community needs this as a Theatre and Community Center. She offered her assistance as a grant writer. Mayor Strack stated that he had voted against borrowing \$400,000. Councilor Leach stated that due to the economy, he would not vote for borrowing \$400,000. He further stated that he would like to get the Theatre open, possibly through a grant and in stages. He asked what it would take to get the Theatre open. Councilor Hill and Councilor Leach both stated that the City should accept Andrea's offer of assistance.

Police Chief and Theatre Committee member Tony Cardenas stated his opinion that the Council needs to decide if they want to open the Theatre as a just a Theatre with future plans of it being a

Community Center and Theatre in order the the City and the Committee members can work together towards one direction.

Councilor Turner stated his belief that the City is way ahead of itself stating the Council should be moving forward with the assistance by the City Attorney and City Accountant in setting up a non-profit corporation and non profit status by the State first. He stated he doesn't believe we should place our children and grandchildren in debt for the next 40 years.

Councilor Hill stated that the City could not move forward with grants, etc. until we had approved Plans.

Darlene Dickison stated her original request was not for a fourty year loan, it was to have the Council prioritize the Parks and Recreation Funds the City currently has for the Theatre. Mayor Strack stated we could utilize City Personnel using force account labor to clear out the Theatre (bathrooms, etc.).

City Manager Kimbrough outlined the Staff Report presented tonight for Council Discussion and the actions needed by the Council at this time to move forward. After much discussion, City Manager Kimbrough asked if Council would consider reviewing the report presented tonight and over the Holidays making notes listing their suggestions and bring back to the City Manager to revise the Staff report for Council consideration and action in January.

City Attorney Mike Fitzpatrick stated he could bring back more information at the January meeting. He also advised the formation of a Theatre Board.

Councilor Leach moved to rescend the pre-application authorization for the USDA Rural Development for Rodgers Theatre. Councilor Parkins seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

Staff was directed to place this item on the January 13<sup>th</sup> City Council Agenda for discussion and possible action. Council also directed City Attorney Mike Fitzpatrick to submit the incorporation papers acknowledging that there will be fees attached.

**16. Approve Budget to Implement CDBG First Time Home Buyer Program and Blackburn Avenue Improvements.**

Mayor Strack introduced this item by title and City Manager Kimbrough briefed the Council on the First Time Home Buyer Program and the Blackburn Avenue Improvements. Mr. Kimbrough stated that should this item be approved, Council would be approving the appropriation and budgeting the funds. Mr. Kimbrough stated that JoAnn Anders, the City Consultant would handle all of the paperwork. He also stated the entire package on the first time homebuyers program would be brought back to Council for their consideration and approval. Councilor Hill moved to 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 Homebuyers Program in order to implement the CDBG Grant. Councilor Leach seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion approved by a 5-0 vote.**

**17. Proposed Annual Rate Increase for Corning Disposal Service.**

Mayor Strack introduced this item and stated that this item was to set the date for the Public Hearing. Walter Dodd stated that this item was agendized wrong, stating that it should have been agendized to state: "to set the Public Hearing". Councilor Leach moved to set February 10, 2009 for a public hearing on the proposed rate increase. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. 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:**

**18. Hill:** Stated that she had presented a letter (Agenda) for the Sacramento Valley Division Meeting January 9 & 10<sup>th</sup> for Council discussion and suggestions. She also reported on the status of the meeting plans.

**19. Turner:** Request we get the heater fixed in the Council Room.

**20. Parkins:** Stated that she believes we should adopt a Code of Ethics for the City. She also stated that it would be nice to have something placed on the walls of the City Council room. Mayor Strack requested the City Manager put together a proposed Code of Ethics.

**21. Leach:** Stated he was looking forward to serving on the Council.

**22. Strack:** Apologized for being out of town and not getting back until 6:30 p.m. tonight.

**P. ADJOURNED BACK TO CLOSED SESSION!: 8:48 P.M.**

**Q. RECONVENE AND REPORT ON CLOSED SESSION: 9:15 p.m.**

Mayor Strack stated that the Council meet in closed session after the meeting to discuss the personnel evaluation.

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**Lisa M. Linnet, City Clerk**



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** January 7, 2009

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday, January 13, 2009 Council Meeting

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

A.	Cash Disbursements	Ending	12-30-08	\$	407,151.10
B.	Payroll Disbursements	Ending	12-22-08	\$	72,545.29
C.	Cash Disbursements	Ending	01-07-09	\$	201,442.33
D.	Payroll Disbursements	Ending	12-31-08	\$	45,779.14

**GRAND TOTAL** \$ 726,917.86

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
007652	12/08/08	TAF00	TATE, STEVEN	70.00	.00	70.00	081202	PROF SVCS-ACO
007653	12/09/08	AIR00	AIRGAS NCN	43.38	.00	43.38	102128812	MAT & SUPPLIES-FIRE
007654	12/09/08	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0810269	ProfServices Water Dept
007655	12/09/08	CAS07	CASE POWER & EQUIPMENT,	3814.41	.00	3814.41	M25030	EQUIP REPLAC-STR
007656	12/09/08	COR08	CORNING LUMBER CO INC	994.87	.00	994.87	081125	Mat/Supplies-
007657	12/09/08	COR11	CORNING SAFE & LOCK	24.45	.00	24.45	2290	VEH OP/MAINT-POLICE
007658	12/09/08	COR33	CORNING VETERAN'S HALL	18.00	.00	18.00	674769	MAT & SUPPLIES-REC
007659	12/09/08	CRI01	CRITICAL REACH	260.00	.00	260.00	9-118	EQUIP MAINT-POLICE
007660	12/09/08	HEN03	HENRY SCHEIN INC.,	89.67	.00	89.67	851573701	SAFETY ITEMS-FIRE
007661	12/09/08	LIN02	LINNETS TIRE SHOP	522.24	.00	522.24	49642	Veh Opr/Maint-POLICE
007662	12/09/08	MCC01	MCCOY'S HARDWARE & SUPPLY	297.02	.00	297.02	081125	MAT & SUPPLIES-
007663	12/09/08	NAP01	NAPA AUTO PARTS	1807.14	.00	1807.14	081125	Veh Opr/Maint-
007664	12/09/08	NOR31	NORM'S PRINTING	27.78	.00	27.78	006069	MAT & SUPPLIES-CITY COUNC
				191.06	.00	191.06	006112	PRINTING/ADV-POLICE
			Check Total.....:	218.84	.00	218.84		
007665	12/09/08	PGE03	PG&E	21.22	.00	21.22	081201	Mat/Supplies PoliceServic
007666	12/09/08	PGE04	PG&E	255.49	.00	255.49	081201	TranspFacility
007667	12/09/08	PGE05	PG&E	1432.37	.00	1432.37	081201	FIRE-ELECT & GAS
007668	12/09/08	PGE2A	PG&E	109.76	.00	109.76	081126	ELECT-MCDONALD, CASSANDRA
				31.74	.00	31.74	081201	ELECT-CLELAND PROP
			Check Total.....:	141.50	.00	141.50		
007669	12/09/08	PHI01	PHIL'S AUTOMOTIVE	45.00	.00	45.00	32818	PROF SVCS-POLICE
				55.00	.00	55.00	32905	Veh Opr/Maint-
				352.00	.00	352.00	081205	Veh Opr/Maint-
			Check Total.....:	452.00	.00	452.00		
007670	12/09/08	PLA04	PLAYGROUNDS BY DESIGN, INC	22205.69	.00	22205.69	1963	WOODSON PLAY EQUIP-PARKS
007671	12/09/08	REY01	REYNOLDS, DONALD C.P.A	300.00	.00	300.00	21710	PROF SVCS-FINANCE

REPORT.: Dec 31 08 Wednesday  
 RUN.....: Dec 31 08 Time: 14:35  
 Run By.: LORI

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

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
007671	12/09/08	REY01	REYNOLDS, DONALD C.P.A	6500.00	.00	6500.00	21763	PROF SVCS-FINANCE
				1500.00	.00	1500.00	21799	PROF SVCS-FINANCE
			Check Total.....:	8300.00	.00	8300.00		
007672	12/09/08	RON01	RON'S BODY SHOP	243.76	.00	243.76	986	VEH OP/MAINT-POLICE
007673	12/09/08	RYA04	RYAN APPRAISALS	5500.00	.00	5500.00	081202	PROF SVCS-SALADO GRANT
007674	12/09/08	SWW00	SMWC SERVICES, INC.	635.80	.00	635.80	16467	PROF SVCS-WWTP
				42828.52	.00	42828.52	16473	PROF SVCS-WWTP
				2561.27	.00	2561.27	16474	PRETREATMENT PROG/SWR
			Check Total.....:	46025.59	.00	46025.59		
007675	12/09/08	TEH03	TEHAMA COUNTY E.A.C.	30.00	.00	30.00	081205	ASSOC DUES-ADMIN
007676	12/09/08	UNI01	UNIGARD INSURANCE COMP.	276.00	.00	276.00	081205	Gen.Insurance General Cit
007677	12/09/08	UNI02	UNIFORMS, TUXEDOS & MORE	997.43	.00	997.43	85888	COMMUNICATIONS-POLICE
007678	12/09/08	UNI07	UNION BANK OF CALIF	2560.00	.00	2560.00	081125	Bond Trustee
007679	12/09/08	USA03	USA MOBILITY WIRELESS, INC	29.88	.00	29.88	R0159912L	COMMUNICATIONS-POLICE
007680	12/09/08	VAL07	VALLEY VETERINARY CLINIC	47.19	.00	47.19	44146	K-9 PROGRAM-POLICE
				138.60	.00	138.60	44147	K-9 PROGRAM-POLICE
			Check Total.....:	185.79	.00	185.79		
007681	12/09/08	XER00	XEROX CORPORATION	150.87	.00	150.87	037163914	EQUIP MAINT-POLICE
007682	12/10/08	WILL10	TOM WILLIAMS CONSTRUCTION	185718.46	.00	185718.46	081210	SRTS/STREET PROJECTS
007683	12/11/08	ALL01	ALLISON, MELVIN	124.45	.00	124.45	081211	COMMUNICATIONS-POLICE
007684	12/11/08	DOD01	JAMES DODGE	46.06	.00	46.06	081210	COMMUNICATIONS-POLICE
007685	12/15/08	ADV01	ADVANCED WINDOW TINTING,	179.00	.00	179.00	9906	VEH OP/MAINT-K-9 PROG
				60.00	.00	60.00	9907	VEH OP/MAINT-POLICE
			Check Total.....:	239.00	.00	239.00		
007686	12/15/08	ARA02	ARAMARK UNIFORM SRV.INC.	28.75	.00	28.75	4114864	Mat/Supplies-
				28.75	.00	28.75	4120526	Mat/Supplies-
			Check Total.....:	57.50	.00	57.50		
007687	12/15/08	ATT01	AT&T	246.33	.00	246.33	081203	Communications-

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
007688	12/15/08	ATT10	AT&T/MCI	1179.94	.00	1179.94	T8820962	COMMUNICATIONS-
007689	12/15/08	ATT13	AT&T/MCI	322.26	.00	322.26	T8817201	COMMUNICATIONS-
007690	12/15/08	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0810465	ProfServices Water Dept
007691	12/15/08	CAM02	CAMELLIA VALLEY SUPPLY	350.99	.00	350.99	0700658	MAT & SUPPLIES-WTR
007692	12/15/08	CAR12	CARREL'S OFFICE MACHINES	3.15	.00	3.15	078591	MAT & SUPPLIES-LIBRARY
				4.38	.00	4.38	079310	MAT & SUPPLIES-LIBRARY
			Check Total.....	7.53	.00	7.53		
007693	12/15/08	COPO0	COP SHOP INSTALLATION INC	162.57	.00	162.57	1824	VEH OP/MAINT-POLICE
007694	12/15/08	COR11	CORNING SAFE & LOCK	64.03	.00	64.03	2300	MAT & SUPPLIES-PARKS
007695	12/15/08	DUR01	DURHAM PUMP	80.98	.00	80.98	0105473IN	Mat/Supplies-WTR
				127.90	.00	127.90	0105626IN	Mat/Supplies-WTR
				1425.00	.00	1425.00	0105627IN	EQUIP MAINT-WTR
			Check Total.....	1633.88	.00	1633.88		
007696	12/15/08	FOR05	FORENSICS SOURCE	853.58	.00	853.58	F0831092I	MAT & SUPPLIES-POLICE
				20.33	.00	20.33	F0831093I	MAT & SUPPLIES-POLICE
			Check Total.....	873.91	.00	873.91		
007697	12/15/08	GRA02	GRAINGER, W.W., INC	636.56	.00	636.56	979038070	MAT & SUPPLIES-BLD MAINT
007698	12/15/08	HAT10	HATFIELD'S	675.69	.00	675.69	081125	Mat/Supplies-
007699	12/15/08	HOL04	HOLIDAY MARKET #32	1.22	.00	1.22	23254	Mat/Supplies BuildingMain
007700	12/15/08	LNCO1	LN CURTIS & SONS	195.89	.00	195.89	116275102	SAFETY ITEMS-FIRE
007701	12/15/08	MILL1	MILL CREEK VETERINARY	70.00	.00	70.00	40059	FOOD & AG PROF SVCS-ACO
007702	12/15/08	NOR10	NORTHERN FIRE PROTECTION	58.26	.00	58.26	1399	VEH OP/MAINT-POLICE
007703	12/15/08	NOR31	NORM'S PRINTING	225.23	.00	225.23	006158	MAT & SUPPLIES-CITY COUNC
007704	12/15/08	OFF01	OFFICE DEPOT	773.13	.00	773.13	455170332	Office Supplies PoliceDis
007705	12/15/08	PAC16	PACIFIC TELEMANAGEMENT	32.73	.00	32.73	81724	COMMUNICATIONS-GEN CITY
007706	12/15/08	PAT02	PATTERSON ELECTRIC,	266.12	.00	266.12	1377	BLD MAINT-TRANS FAC
007707	12/15/08	PGE04	PGE&E	367.09	.00	367.09	081201A	TranspFacility & A. ALEX

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
007708	12/15/08	QUI02	QUILL CORPORATION	546.21	.00	546.21	2991599	Office Supplies-
007709	12/15/08	UNI09	UNITED RENTALS NORTHWEST	719.79	.00	719.79	780846580	RENT/LEASES-COMM EVENTS
007710	12/15/08	WAR03	WARD'S CONCRETE, INC	3389.76	.00	3389.76	081215	CG&S REPLACEMENT-STREETS
007711	12/15/08	CLE04	CLEMENTI, MARK A., PH.D.	585.00	.00	585.00	12-15-08	ProfServices PoliceServic
007712	12/15/08	ENP01	ENPLAN	8825.00	.00	8825.00	110819402	GIS PLNG/FLOOD PLNG
007713	12/15/08	KNI00	KNIFE RIVER CONSTRUCTION	1788.40	.00	1788.40	92609	MAT & SUPPLIES-
007714	12/15/08	ORL00	ORLAND VETERINARY HOSP.	70.00	.00	70.00	081215	FOOD & AG PROF SVCS-ACO
007715	12/15/08	WHI03	WHITE, JEREMY D.	115.98	.00	115.98	081215	COMMUNICATIONS-POLICE
007716	12/17/08	ATT09	AT&T	64.74	.00	64.74	081207	MAT & SUPPLIES-WTR
007717	12/17/08	CAM02	CAMELLIA VALLEY SUPPLY	441.18	.00	441.18	0701641	MAT & SUPPLIES-WTR
007718	12/17/08	COR12	CORNING FORD MERCURY, INC	205.88	.00	205.88	11377	Veh Opr/Maint-POLICE
007719	12/17/08	GAL02	GALL'S INC	374.47	.00	374.47	596718490	MAT & SUPPLIES-POLICE
007720	12/17/08	HOL04	HOLIDAY MARKET #32	214.14	.00	214.14	17184	Mat/Supplies-CITY COUNCIL
007721	12/17/08	JOU00	JOURDAN, JUSTIN BRYANT	111.78	.00	111.78	081217	COMMUNICATIONS-POLICE
007722	12/17/08	LNC01	LN CURTIS & SONS	26.09	.00	26.09	116275101	SAFETY ITEMS-FIRE
			Check Total.....	176.93	.00	176.93		SAFETY ITEMS-FIRE
007723	12/17/08	MCC05	MCCURDY'S TRUCK REPAIR	297.86	.00	297.86	08-12-17	VEH OP/MAINT-
007724	12/17/08	OFF01	OFFICE DEFOT	140.26	.00	140.26	45577499	MAT & SUPPLIES-POLICE
			Check Total.....	139.41	.00	139.41	455934279	Office Supplies Policedis
007725	12/17/08	PGE01	PG&E	22731.12	.00	22731.12	081211	Electricity General City-
007726	12/17/08	REX01	REXEL INC.	33.60	.00	33.60	800493746	MAT & SUPPLIES-COMM EVENT
007727	12/17/08	SWW00	SWWC SERVICES, INC.	13690.00	.00	13690.00	16494	STORM DRAIN CLEANING/STR
007728	12/17/08	UNI02	UNIFORMS, TUXEDOS & MORE	53.52	.00	53.52	86048	UNIFORMS/CLOTH-POLICE
007729	12/19/08	AME16	AMERICAN EMBROIDERY MART	310.88	.00	310.88	081218	MAT & SUPPLIES-PAL

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007730	12/19/08	BLA05	LEE BLAYLOCK	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007731	12/19/08	BRA03	BRASIER, DEL	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007732	12/19/08	BUT04	BUTTE CITY CREDIT BUREAU	12.00	.00	12.00	9998	PROF SVCS-DISPATCH
007733	12/19/08	CON07	CONEXIS	30.00	.00	30.00	11080R348	MEDICAL INS-COBRA
007734	12/19/08	DAW01	TATIA DAWLEY	75.00	.00	75.00	081231	UNIFORMS/CLOTH-POLICE
007735	12/19/08	DEM03	DEMO, CHRIS	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007736	12/19/08	GAL03	GALBRAITH, JOE	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007737	12/19/08	GRO00	GROOTVELD, TROY	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007738	12/19/08	HEN01	ROBERT HENRY	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007739	12/19/08	JOB02	JOB, WAYNE	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007740	12/19/08	KEN02	KEN'S PAINTING SERVICE	5750.00	.00	5750.00	772104	SENIOR CNTR-BLD MAINT
007741	12/19/08	MCG11	MCGEE, FRED	175.00	.00	175.00	081231	SAFETY ITEMS-PW ADMIN
007742	12/19/08	NEX02	NEXTEL	279.75	.00	279.75	086319085	COMMUNICATIONS-POLICE
007743	12/19/08	ROS00	ROSS, DAWN	75.00	.00	75.00	081231	UNIFORMS/CLOTH-POLICE
007744	12/22/08	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0810679	ProfServices Water Dept
007745	12/22/08	BEC00	BECK, KIMBERLY L.	29.43	.00	29.43	081222	VEH OP/MAINT-REC
007746	12/22/08	COP00	COP SHOP INSTALLATION INC	162.51	.00	162.51	1837	VEH OP/MAINT-POLICE
007747	12/22/08	DUR01	DURHAM PUMP	26972.78	.00	26972.78	4500	EDITH WELL IMPROV-WTR CAP
007748	12/22/08	GRA02	GRAINGER, W.W., INC	155.66	.00	155.66	979541804	MAT & SUPPLIES-BLD MAINT
007749	12/22/08	HOL04	HOLIDAY MARKET #32	179.06	.00	179.06	25949	Mat/Supplies-CITY COUNCIL
007750	12/22/08	JON02	JONES INSURANCE	125.00	.00	125.00	081222	PROF SVCS-CITY ADMIN
007751	12/22/08	KOE01	KOEFAN	250.00	.00	250.00	517476	PROF SVCS-ACO
007752	12/22/08	LEA01	LEAGUE OF CALIF CITIES	3953.00	.00	3953.00	83167	ASSOC DUES-CITY COUNCIL
007753	12/22/08	ORL00	ORLAND VETERINARY HOSP.	70.00	.00	70.00	081218	FOOD & AG PROF SVCS-ACO
007754	12/22/08	VER04	VERIZON BUSINESS	65.90	.00	65.90	74695887	COMMUNICATIONS-

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007755	12/22/08	VER05	VERIZON BUSINESS	10.59	.00	10.59	74524766	COMMUNICATIONS-
				.39	.00	.39	74537778	COMMUNICATIONS-GEN CITY
			Check Total.....	10.98	.00	10.98		
007756	12/23/08	AME10	AMERICAN PLANNING ASSN	407.00	.00	407.00	081222	CONF/MTGS-PW ADMIN
007757	12/23/08	ARA02	ARAPARK UNIFORM SRV.INC.	78.75	.00	78.75	4123457	Mat/Supplies-
007758	12/23/08	BAS01	BASIC LABORATORY, INC	40.00	.00	40.00	0810724	ProfServices Water Dept
007759	12/23/08	CAM02	CAMELLIA VALLEY SUPPLY	241.58	.00	241.58	0701644	MAT & SUPPLIES-WTR
				43.68	.00	43.68	0701840	MAT & SUPPLIES-WTR
				136.69	.00	136.69	0701934	MAT & SUPPLIES-WTR
			Check Total.....	421.95	.00	421.95		
007760	12/23/08	CHE02	CHEM QUIP, INC.	725.25	.00	725.25	2049111IN	MAT & SUPPLIES-WTR
007761	12/23/08	COR20	CORNING ELECTRONICS	14.99	.00	14.99	10078332	MAT & SUPPLIES-WTR
007762	12/23/08	DEP12	DEPT OF JUSTICE	140.00	.00	140.00	714960	PROF SVCS-POLICE
007763	12/23/08	JES10	JESSEE HEATING & AIR, INC	75.00	.00	75.00	46910	MAT & SUPPLIES-BLD MAINT
007764	12/23/08	KET11	KETCH-ALL COMPANY	362.36	.00	362.36	28139	Mat/Supplies-ACO
007765	12/23/08	MCD01	MCDANIEL SIGN COMPANY	1060.70	.00	1060.70	2894	MAT & SUPPLIES-COMM EVENT
007766	12/23/08	NOR01	NORTH VALLEY BARRICADE	396.83	.00	396.83	11693	SIGN REPLAC-STR
				51.48	.00	51.48	11736	SAFETY ITEMS-PW ADMIN
				64.35	.00	64.35	11737	MAT & SUPPLIES-PARKS
			Check Total.....	512.66	.00	512.66		
007767	12/23/08	PAC16	PACIFIC TELEMANAGEMENT	303.00	.00	303.00	84989	COMMUNICATIONS-GEN CITY
007768	12/23/08	PGE2A	PG&E	48.62	.00	48.62	081216	ELECT-BLUE HERON CT
007769	12/23/08	WAT02	WATSON, THOMAS J.	112.32	.00	112.32	081222	PROF SVCS-POLICE
007770	12/24/08	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	0810781	ProfServices Water Dept
007771	12/24/08	DEP05	DHS-OCF, DRKING WTR PROG	60.00	.00	60.00	081224	MAT & SUPPLIES-WATER
007772	12/24/08	HILL2	HILL ENTERPRISES TOWING	100.00	.00	100.00	0008311	VEH OP/MAINT-POLICE
007773	12/24/08	KEN02	KEN'S PAINTING SERVICE	3975.00	.00	3975.00	772108	PAINTING REPAIR-LIBRARY

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007774	12/24/08	MAY01	MAY, WILLIAM L.	2161.00	.00	2161.00	200811302	EE RELATIONS-LGL SVCS
007775	12/24/08	MGT00	MGT OF AMERICA, INC.	1500.00	.00	1500.00	17087	PROF SVCS-FINANCE
007776	12/24/08	PET03	PETTY CASH	260.68	.00	260.68	081224	PETTY CASH-
007777	12/24/08	RIN01	RINGSIDE, INC.	222.89	.00	222.89	1033163A	MAT & SUPPLIES-PAL
007778	12/24/08	WES02	WESTERN BUSINESS PRODUCTS	35.76	.00	35.76	015908	Equip.Maint.-FIRE
007779	12/30/08	COR12	CORNING FORD MERCURY, INC	9.95	.00	9.95	103415	Veh Opr/Maint-POLICE
				398.50	.00	398.50	103457	Veh Opr/Maint-POLICE
				106.07	.00	106.07	103875	Veh Opr/Maint-POLICE
			Check Total.....	514.52	.00	514.52		
007780	12/30/08	GAL02	GALL'S INC	227.76	.00	227.76	596718492	MAT & SUPPLIES-POLICE
				132.37	.00	132.37	596921800	SAFETY ITEMS-POLICE
			Check Total.....	360.13	.00	360.13		
007781	12/30/08	GRA02	GRAINGER, W.W., INC	27.85	.00	27.85	980196197	MAT & SUPPLIES-BLD MAINT
007782	12/30/08	HOL04	HOLIDAY MARKET #32	9.91	.00	9.91	25793	Mat/Supplies-PAL
007783	12/30/08	INT13	INTERNATIONAL COUNCIL OF	100.00	.00	100.00	081229	ASSOC DUES-CITY ADMIN
007784	12/30/08	MCC01	MCCOY'S HARDWARE & SUPPLY	182.12	.00	182.12	081225	MAT & SUPPLIES-
007785	12/30/08	NOR31	NORM'S PRINTING	214.29	.00	214.29	006204	OFFICE SUPPLIES-FINANCE
				61.67	.00	61.67	006228	PRINTING/ADV-POLICE
			Check Total.....	275.96	.00	275.96		
007786	12/30/08	PAC16	PACIFIC TELEMANAGEMENT	58.65	.00	58.65	86546	COMMUNICATIONS-GEN CITY
007787	12/30/08	PGE2B	PG&E	5405.83	.00	5405.83	081224	ELECT-WWTP
007788	12/30/08	QUI02	QUILL CORPORATION	3.83	.00	3.83	3382460	Office Supplies-FINANCE
				139.71	.00	139.71	3418961	Office Supplies-FINANCE
			Check Total.....	143.54	.00	143.54		
007789	12/30/08	REX01	REXEL INC.	106.61	.00	106.61	800505880	BLD MAINT-TRANS FAC
				144.04	.00	144.04	800507570	MAT & SUPPLIES-BLD MAINT
			Check Total.....	250.65	.00	250.65		
007790	12/30/08	USB01	US BANCORP	913.59	.00	913.59	114280571	Rents/Leases-GEN CITY
			Cash Account Total.....	407151.10	.00	407151.10		

Total Disbursements.....:	407151.10	.00	407151.10
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Cash Account Total.....:	.00	.00	.00

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3764	12/16/08	BAN03	POLICE OFFICER ASSOC.	195.00	.00	195.00	A81216	POLICE OFFICER ASSOC
3765	12/16/08	EDD01	EMPLOYMENT DEVELOPMENT	3167.57	.00	3167.57	A81216	STATE INCOME TAX
				754.48	.00	754.48	1A81216	SDI
			Check Total.....	3922.05	.00	3922.05		
3766	12/16/08	ICM01	ICWA RETIREMENT TRUST-457	2526.23	.00	2526.23	A81216	ICWA DEF. COMP
3767	12/16/08	OEU03	OPERATING ENGINEERS	400.00	.00	400.00	A81216	CREDIT UNION SAVINGS
3768	12/16/08	PERS1	PUBLIC EMPLOYEES RETIRE	26467.53	.00	26467.53	A81216	PERS PAYROLL REMITTANCE
3769	12/16/08	PERS4	Cal Pers 457 Def. Comp	603.25	.00	603.25	A81216	PERS DEF. COMP.
3770	12/16/08	PRE03	PREMIER WEST BANK	3401.50	.00	3401.50	A81216	HSA DEDUCTIBLE
3771	12/16/08	VAL06	VALIC	2254.00	.00	2254.00	A81216	AIG VALIC P TAX
3772	12/22/08	AFL01	AMERICAN FAMILY LIFE	1360.52	.00	1360.52	A81231	AFLAC INS. PRE TAX
3773	12/22/08	BLU02	BLUE SHIELD OF CALIFORNIA	10457.00	.00	10457.00	A81231	MEDICAL INSURANCE
3774	12/22/08	OEU01	OPERATING ENGINEERS #3	14860.00	.00	14860.00	A81231	MEDICAL INSURANCE
3775	12/22/08	OEU02	OPERATING ENG. (DUES)	205.00	.00	205.00	A81231	UNION DUES MGMT
				492.00	.00	492.00	1A81231	UNION DUES POLICE
				304.00	.00	304.00	2A81231	UNION DUES DISPATCH
				608.00	.00	608.00	3A81231	UNION DUES-MISC
			Check Total.....	1609.00	.00	1609.00		
3776	12/22/08	PRI04	PRINCIPAL	2810.49	.00	2810.49	A81231	DENTAL INSURANCE
				539.92	.00	539.92	1A81231	VISION INSURANCE
			Check Total.....	3350.41	.00	3350.41		
3777	12/22/08	TRA03	TRANSAMERICA WORKSITE MKT	1138.80	.00	1138.80	A81231	LIFE INSURANCE
			Cash Account Total.....	72545.29	.00	72545.29		
			Total Disbursements.....	72545.29	.00	72545.29		

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007801	01/02/09	BRE01	BREWER, JOHN	400.00	.00	400.00	000A901011	VEH OP/MAINT-
007802	01/02/09	CAR03	CARDENAS, ANTHONY	400.00	.00	400.00	000A901011	ProfServices PoliceServic
007803	01/02/09	COR07	CORBIN WILLIITS SYSTEMS	729.72	.00	729.72	000A901011	Finance Dept.
007804	01/02/09	COR09	CORNING CHAMBER OF COMM.	1600.00	.00	1600.00	000A901011	CngChamberComm. Economic
007805	01/02/09	HAL05	HALL, ROBERT	104.70	.00	104.70	000A901011	ProfServices FireDepartme
007806	01/02/09	KEN00	KEN VAUGHAN & SONS	904.17	.00	904.17	000A901011	Landscape Maint-Parks
007807	01/02/09	KEN01	KEN VAUGHAN & SONS	800.00	.00	800.00	000A901011	Janitorial
007808	01/02/09	PIT01	PITNEY BOWES	241.84	.00	241.84	000A901011	Rents/Leases Finance Dept
007809	01/02/09	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000A901011	K-9 PROGRAM-POLICE
007810	01/02/09	TLD01	TEDC	1666.66	.00	1666.66	000A901011	Economic Devel
007811	01/02/09	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000A901011	Prof. Svcs.-Fire Dept.
007812	01/02/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0810864	ProfServices Water Dept
007813	01/02/09	DEP03	DEPT OF TRANS/CAL TRANS	63.72	.00	63.72	183043	Equip.Maint. St&Trf Light
007814	01/02/09	HIL01	BECKY HILL	126.61	.00	126.61	081231	CONF/MTGS-CITY COUNCIL
007815	01/02/09	HYA03	HYATT REGENCY	359.46	.00	359.46	081231	CONF/MTGS-CITY COUNCIL
007816	01/02/09	JES10	JESSEE HEATING & AIR, INC	264.00	.00	264.00	47017	MAT & SUPPLIES-BLD MAINT
007817	01/02/09	LEA05	LEACH, JOHN H.	240.39	.00	240.39	081231	CONF/MTGS-CITY COUNCIL
007818	01/02/09	PGE01	PG&E	249.85	.00	249.85	081226	Electricity-SWR
007819	01/02/09	SCH01	LES SCHWAB TIRE CENTER	15.31	.00	15.31	392811	Veh Opr/Maint-STR
007820	01/02/09	HYA03	HYATT REGENCY	359.46	.00	359.46	081231A	CONF/MTGS-CITY COUNCIL
007821	01/02/09	STR11	STRACK, GARY	240.28	.00	240.28	081231	Conf/Meetings City Council
				-240.28	.00	-240.28	081231u	Ck# 007821 Reversed
			Check Total.....	.00	.00	.00		
007822	01/02/09	HYA03	HYATT REGENCY	359.46	.00	359.46	081231B	CONF/MTGS-CITY COUNCIL
007823	01/02/09	PAR03	TONI PARKINS	241.16	.00	241.16	081231	CONF/MTGS-CITY COUNCIL

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007824	01/05/09	COR12	CORNING FORD MERCURY, INC	24591.64	.00	24591.64	090105	VEH REPL-POLICE	
007825	01/05/09	AND01	ED ANDERSON	8197.50	.00	8197.50	090101	ProfServices-	
007826	01/05/09	ATT07	AT&T	1.40	.00	1.40	081225	COMMUNICATIONS-PW ADMIN	
007827	01/05/09	COM01	COMPUTER LOGISTICS, INC	42.00	.00	42.00	43913	COMMUNICATIONS-	
				24.00	.00	24.00	43914	COMMUNICATIONS-FIRE	
				26.00	.00	26.00	43915	COMMUNICATIONS-POLICE	
				42.00	.00	42.00	44265	COMMUNICATIONS-	
				142.67	.00	142.67	44267	COMMUNICATIONS-POLICE	
Check Total.....				276.67	.00	276.67			
007828	01/05/09	COR10	CORNING GLASS & MIRROR	199.75	.00	199.75	28414	VEH OP/MAINT-POLICE	
007829	01/05/09	COR22	CORNING MEDICAL ASSOC	201.50	.00	201.50	081226	PROF SVCS-POLICE	
007830	01/05/09	FIR01	FIRST BANKCARD	2183.06	.00	2183.06	081229	CONF/MTGS-	
007831	01/05/09	HAT10	HATFIELD'S	326.85	.00	326.85	081225	Mat/Supplies-	
007832	01/05/09	LAN03	LANDS'END, INC.	38.56	.00	38.56	7182615	MAT & SUPPLIES-GEN CITY	
				46.14	.00	46.14	7189540	MAT & SUPPLIES-GEN CITY	
Check Total.....				84.70	.00	84.70			
007833	01/05/09	LNCO1	LN CURTIS & SONS	259.91	.00	259.91	116275103	SAFETY ITEMS-FIRE	
007834	01/05/09	NEX01	NEXTEL COMMUNICATIONS	505.80	.00	505.80	081229	COMMUNICATIONS-	
007835	01/05/09	NOR03	NCCSIF	33692.00	.00	33692.00	2009090	WORKMENS COMP-GEN CITY	
007836	01/05/09	NOR25	NORTHERN LIGHTS ENRGY, INC	1324.08	.00	1324.08	88452	MAT & SUPPLIES-	
007837	01/05/09	PGE04	PGE	1008.39	.00	1008.39	081229	TranspFacility-	
007838	01/05/09	PGE2A	PGE	33.74	.00	33.74	081229	ELECT-MCDONALD & CASSANDR	
007839	01/05/09	QUI02	QUILL CORPORATION	236.03	.00	236.03	3535714	Office Supplies-FINANCE	
007840	01/05/09	SEI01	SEILER, ROY R., CPA	362.60	.00	362.60	22908	ProfServices Finance Dept	
007841	01/05/09	SEN03	SENSUS METERING SYSTEMS	214.50	.00	214.50	ZA9001205	EQUIP MAINT-WTR	
007842	01/05/09	TEH13	TEHAMA CO AUDITOR	26.00	.00	26.00	090101	PkgCiteToCnty PoliceServ	
007843	01/05/09	UNI02	UNIFORMS, TUXEDOS & MORE	595.77	.00	595.77	86509	UNIFORMS/CLOTH-POLICE	

REPORT.: Jan 07 09 Wednesday  
 RUN...: Jan 07 09 Time: 15:17  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 01-09 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
007844	01/05/09	UNI07	UNION BANK OF CALIF	2790.00	.00	2790.00	081224	SWR DEBT SERV/SWR IMPROV
007845	01/05/09	VAL01	VALLEY INDUSTRIAL COMM.	132.48	.00	132.48	95467	COMMUNICATIONS-FIRE
				116.77	.00	116.77	95468	COMMUNICATIONS-FIRE
			Check Total.....:	249.25	.00	249.25		
007846	01/05/09	WAS01	WASTE MANAGEMENT OF	96497.61	.00	96497.61	081231	WASTE MGMT PYMT-SOLID WAS
007847	01/05/09	XER00	XEROX CORPORATION	270.95	.00	270.95	037778707	EQUIP MAINT-POLICE
007848	01/07/09	COM01	COMPUTER LOGISTICS, INC	750.00	.00	750.00	44082	COMMUNICATIONS-GEN CITY
007849	01/07/09	COR01	CORNING VETERINARY	316.82	.00	316.82	18906	MAT & SUPPLIES/PROF SVCS-
007850	01/07/09	COR08	CORNING LUMBER CO INC	469.53	.00	469.53	081225	Mat/Supplies-
007851	01/07/09	FIT01	FITZPATRICK LAW OFFICES	457.71	.00	457.71	090105	City Attny Srvs LegalServ
				84.70	.00	84.70	090105A	BOOKS/PERIODICS-LGL
			Check Total.....:	542.41	.00	542.41		
007852	01/07/09	HOL04	HOLIDAY MARKET #32	14.99	.00	14.99	25797	Mat/Supplies-FINANCE
007853	01/07/09	LIN02	LINNETS TIRE SHOP	10.00	.00	10.00	49764	Veh Opr/Maint-
				426.72	.00	426.72	49788	Veh Opr/Maint-POLICE
			Check Total.....:	436.72	.00	436.72		
007854	01/07/09	NAP01	NAPA AUTO PARTS	2569.95	.00	2569.95	081222	Veh Opr/Maint-
007855	01/07/09	NOR25	NORTHERN LIGHTS ENRGY, INC	1915.72	.00	1915.72	88426	VEH OP/MAINT-POLICE/ACO
				170.86	.00	170.86	88453	VEH OP/MAINT-FIRE
			Check Total.....:	2086.58	.00	2086.58		
007856	01/07/09	PGE05	PG&E	2550.50	.00	2550.50	081229	FIRE-ELECT & GAS
007857	01/07/09	PGE2A	PG&E	110.97	.00	110.97	081230	ELECT-CLELAND & MARTINI
007858	01/07/09	QUI02	QUILL CORPORATION	6.94	.00	6.94	3541158	Office Supplies-FINANCE
				10.61	.00	10.61	3589083	Office Supplies-FINANCE
			Check Total.....:	17.55	.00	17.55		
007859	01/07/09	THO01	THOMES CREEK ROCK CO	903.84	.00	903.84	081231	Mat/Supplies-
007860	01/07/09	VAL07	VALLEY VETERINARY CLINIC	17.00	.00	17.00	45192	K-9 PROGRAM-POLICE

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 01-09 Bank Account : 1020

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Description
007861	01/07/09	AIR00	AIRGAS NCN	44.63	.00	44.63	102195155	MAT & SUPPLIES-FIRE
007862	01/07/09	BEN03	LEXISNEXIS MATTHEW BENDER	1082.52	.00	1082.52	78935490	BOOKS/PERIODICS-LGL SVCS
007863	01/07/09	CLA01	CLARKS DRUG STORE	70.63	.00	70.63	31082	MAT & SUPPLIES-
007864	01/07/09	COR01	CORNING VETERINARY	630.00	.00	630.00	18909	SPAY/NEUTER VOUCHER PROGR
007865	01/07/09	FLO02	FLOORS BY RAY	1972.50	.00	1972.50	13660	BLD MAINT-BLD MAINT
007866	01/07/09	INT00	INTERSTATE BATTERY SYSTEM	97.54	.00	97.54	10418916	VEH OP/MAINT-WTR
007867	01/07/09	PAT02	PATTERSON ELECTRIC,	2159.01	.00	2159.01	1410	MAT & SUPPLIES-WTR
007868	01/07/09	PGE03	PG&E	19.47	.00	19.47	081230	Mat/Supplies PoliceServic
007869	01/07/09	STR11	STRACK, GARY	80.00	.00	80.00	08131A	Conf/Meetings City Council
007870	01/07/09	SUB01	SUBURBAN PROPANE	902.26	.00	902.26	183050	PROPANE-AIRFORT
Cash Account Total.....				201442.33	.00	201442.33		
Total Disbursements.....				201442.33	.00	201442.33		
Cash Account Total.....				.00	.00	.00		

REPORT.: Jan 07 09 Wednesday  
 RUN....: Jan 07 09 Time: 15:17  
 Run By.: LORI

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment (s)  
 Check Listing for 01-09 Bank Account.: 1025

PAGE: 005  
 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
3781	12/31/08	BAN03	POLICE OFFICER ASSOC.	195.00	.00	195.00	A81230	POLICE OFFICER ASSOC
3782	12/31/08	EDD01	EMPLOYMENT DEVELOPMENT	3170.69	.00	3170.69	A81230	STATE INCOME TAX
				1086.86	.00	1086.86	1A81230	SDI
			Check Total.....	4257.55	.00	4257.55		
3783	12/31/08	ICM01	ICMA RETIREMENT TRUST-457	5048.50	.00	5048.50	A81230	ICMA DEF. COMP
3784	12/31/08	OE003	OPERATING ENGINEERS	500.00	.00	500.00	A81230	CREDIT UNION SAVINGS
3785	12/31/08	PERS1	PUBLIC EMPLOYEES RETIRE	26801.61	.00	26801.61	A81230	PERS PAYROLL REMITTANCE
3786	12/31/08	PERS4	Cal Pers 457 Def. Comp	275.00	.00	275.00	A81230	PERS DEF. COMP.
3787	12/31/08	PRE03	PREMIER WEST BANK	7626.48	.00	7626.48	A81230	HSA DEDUCTIBLE
3788	12/31/08	VAL06	VALIC	1075.00	.00	1075.00	A81230	AIG VALIC P TAX

Cash Account Total.....: 45779.14 .00 45779.14

Total Disbursements.....: 45779.14 .00 45779.14

Date.: Jan 7, 2009  
Time.: 3:16 pm  
Run by: PALA CANTRELL

CITY OF CORNING  
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1  
List.: NEWS  
Group: WIFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
WHITLEY PROPERTY MAN	1960 BUTTE ST	CORNING, CA 96021	WHITLEY	HELENA INDEPENDENT PROPERTY MANAGER	12/10/08	(530)230-7180

**CITY OF CORNING****DECEMBER 2008****TREASURERS REPORT**

<b>AGENCY</b>	<b>BALANCE</b>	<b>RATE</b>	<b>MATURES ON</b>
LOCAL AGENCY INVESTMENT FUND	2,308,858.47	2.77	
PREMIER WEST BANK	192,500.31	2.67	03/28/09
PREMIER WEST BANK	172,415.87	2.67	04/20/09
<b>TRUST ACCOUNTS</b>			
PREMIER WEST BANK RIDELL TRUST	202,192.19	2.52	06/13/10

Respectfully Submitted

Pala Cantrell  
City Treasurer

PERMITS ISSUED (sort by Permit #)

Item No.: I-10

For the Period 12/1/2008 thru 12/31/2008

Owner and Address	Parcel Number	Issued On	Valuation
TONY CARDENAS 1417 COLUSA ST CORNING CA 96021 <b>Permit Description:</b> REROOF CARPORT & STUDIO, INCLOSE CARPOI	7110505 <b>Site Street Address:</b> 1417 COLUSA ST	12/5/2008	1,660.00
JAMISON PROPERTIS 1201 FIG LN CORNING CA 96021 <b>Permit Description:</b> CHANGE OUT HEATING UNIT	7129127 <b>Site Street Address:</b> 1201 FIG LN	12/1/2008	5,660.00
RANDY HARDWICK 299 MARGUERITE AVE CORNING CA 96021 <b>Permit Description:</b> NEW METAL GARAGE	7531001 <b>Site Street Address:</b> 299 MARGUERITE AVE	12/1/2008	5,000.00
SAL RAMIREZ 504 MARIN ST CORNING CA 96021 <b>Permit Description:</b> ADD LIVING RM, & MASTER BED & BATH	7308105 <b>Site Street Address:</b> 504 MARIN ST	12/1/2008	20,000.00
LOUIE DAVIES 911 SOLANO ST CORNING CA 96021 <b>Permit Description:</b> METAL CARPORT	7306405 <b>Site Street Address:</b> 911 SOLANO ST	12/2/2008	800.00
MANGUEL GONZALEZ 1204 LINK ST CORNING CA 96021 <b>Permit Description:</b> RESIDE MOST FRONT PORTION OF HOUSE	7123104 <b>Site Street Address:</b> 1204 LINK ST	12/3/2008	700.00
GLORIA LUNA 503 MARIN ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7308204 <b>Site Street Address:</b> 503 MARIN ST	12/5/2008	5,800.00

PERMITS ISSUED (sort by Permit #)

For the Period 12/1/2008 thru 12/31/2008

Owner and Address	Parcel Number	Issued On	Valuation
GERRY HORN 1168 MARGUERITE AVE CORNING CA 96021 <b>Permit Description:</b> COVERED CARPORT	7311612 <b>Site Street Address:</b> 1168 MARGUERITE AVE	12/12/2008	1,500.00
SILVIA CLARK 1991 COLUSA ST CORNING CA 96021 <b>Permit Description:</b> TEAR OFF & REROOF	7107201 <b>Site Street Address:</b> 1991 COLUSA ST	12/10/2008	14,310.00
ANGELINA GRACIANO 340 TOOMES AVE CORNING CA 96021 <b>Permit Description:</b> REPAIR WATER DAMAGE ON PATIO COVER	7132015 <b>Site Street Address:</b> 340 TOOMES AVE	12/12/2008	500.00
ALAN RITTER 1302 TEHAMA ST CORNING CA 96021 <b>Permit Description:</b> REPLACE GAS LINE & WATER SERVICE	7105105 <b>Site Street Address:</b> 1302 TEHAMA ST	12/12/2008	100.00
LOREN & BETTY HAWLEY  <b>Permit Description:</b> CHANGE OUT EXISTING WINDOWS & PAINT TR	 <b>Site Street Address:</b>	12/16/2008	4,100.00
STEVE WAWRZYCZEK 1639 SOUTH ST CORNING CA 96021 <b>Permit Description:</b> CHANGE OUT HVAC ON GROUND	7116209 <b>Site Street Address:</b> 1639 SOUTH ST	12/16/2008	6,671.00
MARK MOSES 1304 WEST ST CORNING CA 96021 <b>Permit Description:</b> UPGRADE TO 200 AMP SERVICE	7122604 <b>Site Street Address:</b> 1304 WEST ST	12/18/2008	800.00
CITY OF CORNING BLACKBURN AVE CORNING CA 96021 <b>Permit Description:</b> 200 AMP ELECT. SERVICE (CHANGE)	0000000 <b>Site Street Address:</b> BLACKBURN AVE	12/22/2008	1,000.00

**CITY OF CORNING**

**PERMITS ISSUED (sort by Permit #)**

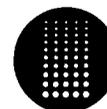
**For the Period 12/1/2008 thru 12/31/2008**

<b>Owner and Address</b>	<b>Parcel Number</b>	<b>Issued On</b>	<b>Valuation</b>
DIANE OSULLIVAN 323 RIO DEL RAY CT CORNING CA 96021	7132011	12/30/2008	5,800.00
<b>Permit Description:</b> TEAR OFF & REROOF	<b>Site Street Address:</b> 323 RIO DEL RAY CT		

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**16 Permits Issued from 12/1/2008 Thru 12/31/2008 OR A TOTAL VALUATION OF \$ 74,401.00**

**\*\*\* END OF REPORT \*\*\***



**RECEIVED**

**JAN 08 2009**

**CITY OF CORNING**

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

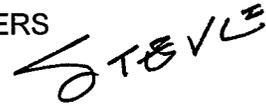
Below is a summary of the Monthly Operations Report that will be available for City review on January 13, 2009.

- 1) Filled out monthly reports.
- 2) Performed monthly Operator 10 maintenance on all plant equipment.
- 3) Changed flow disk.
- 4) Sent vehicle report to Texas.
- 5) Wasted to thickener.
- 6) Pumped to beds from thickener and EQ.
- 7) Worked on Maintain it program.
- 8) Vic finished cleaning storm drains.
- 9) Safety meeting.
- 10) Ordered boiler body for still.
- 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.

- 17) Confine Space Training.
- 18) Cleaned chlorine building.
- 19) Took out trash.
- 20) Tested all chlorine and So<sub>2</sub> sensors.
- 21) River samples.
- 22) Checked on getting sign by plant gate changed.
- 23) Winterized lawn water system.
- 24) Checked all fire extinguishers.
- 25) Cleaned probe at lift station.
- 26) All regulators rebuilt, annual maintains.
- 27) Calibrated So<sub>3</sub> analyzer.
- 28) Received OK for cement work around plant.
- 29) Ran bioassay test.
- 30) Vic DOT training.
- 31) All flow meters Calibrated by Tel-Star.
- 32) Tested alarms with Fire Dept.
- 33) North State Elc here looked at #1 aerator will order wrong seals for gearbox.
- 34) Christmas lunch with city.
- 35) Called by Alarm Company alarm at plant.
- 36) Patterson Elec. here checked on heater in So<sub>2</sub> room, needs new motor.

ITEM NO.: I-12  
APPROVE RESOLUTION NO. 01-13-09-01  
AUTHORIZING THE TEHAMA COUNTY SANITARY  
LANDFILL AGENCY TO SUBMIT A REGIONAL TIRE  
RECYCLING GRANT APPLICATION.  
JANUARY 13, 2009

TO: HONORABLE MAYOR AND COUNCIL MEMBERS  
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER



**SUMMARY:**

The City of Corning is fortunate that the Tehama County Sanitary Landfill Agency acts as our regional partner in coordinating Solid Waste and Recycling issues and programs throughout the County. The Agency receives no direct funding through the City Budget.

The proposed Resolution authorizes the "JPA 1" to act for the City of Corning in applying for a California Integrated Waste Management Board (CIWMB) Tire Recycling Grant and authorizes them to enter into a Grant Agreement with CIWMB for implementation of Grant. Upon approval of the Resolution, the Tehama County Sanitary Landfill Agency will submit a Grant application to the CIWMB for the Fiscal Year 2008/2009 Local Government Waste Tire Cleanup and/or Tire Collection Event Grant.

The Agency proposes three passenger and light truck tires recycling events to be scheduled for late October 2009, January 2010, and early in April of 2010. The amnesty events will be one-day events held at four locations within Tehama County. While locations are yet to be finalized, past events have been held at the Tehama County Landfill, at the Los Molinos transfer station in Los Molinos, Bell Carter Olive Packaging Company parking lot in Corning, and at one of several other sites including Cottonwood, Rancho Tehama, or the mountain communities.

The Tehama County Sanitary Landfill Agency contracts with Waste Tire Products of Orland a CIWMB certified tire hauler and recycler for staging, transport, and recycling of tires collected at these events. In most cases 100% of the collected tires are recycled into new products or crumb rubber. Waste Tire Products charges \$1.25 per passenger tire.

The Agency proposes to hold a coupon redemption program for agricultural and equipment tires. Coupons are good for the disposal of two large-sized tires and will be made available through the Agricultural Commissioner's office, the Tehama/Red Bluff Landfill, the Tehama County Farm Bureau Office, Tehama County Farm Services Agency Office, and at Corning City Hall. A limit of three coupons per address, for a total disposal of six tires per address is proposed for each event. Tractor, Grader, Loader, Backhoe, and farm tires will be collected. Earthmover tires will not be accepted. The agricultural tire event is proposed for a two week period in late winter in order to allow ranchers time to finish harvest, roundups, and other seasonal activities. The event is most likely to occur during the first two weeks of February 2010. Coupons and tires are surrendered at the Landfill and Waste Tire Products collects the tires for processing at the end of the period.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE:**

1. **RESOLUTION NO. 01-13-09-01, A RESOLUTION OF THE CITY OF CORNING AUTHORIZING THE TEHAMA COUNTY SANITARY LANDFILL AGENCY TO SUBMIT A REGIONAL GRANT APPLICATION TO THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD TIRE RECYCLING GRANT PROGRAM.**

**RESOLUTION NO. 01-13-09-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
AUTHORIZING THE TEHAMA COUNTY SANITARY LANDFILL AGENCY  
TO SUBMIT A REGIONAL GRANT APPLICATION  
TO THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD  
TIRE RECYCLING GRANT PROGRAM**

**WHEREAS**, Public Resources Code (PRC) sections 42800 et seq. established the waste tire program for the State of California and assigns responsibility for its implementation to the California Integrated Waste Management Board (CIWMB); and

**WHEREAS**, PRC Section 42889(e) allows the CIWMB to expend available money in the California Tire Recycling Management Fund to pay the costs of cleanup, abatement, or other remedial action related to the disposal of used whole tires; and

**WHEREAS**, the CIWMB allocated two million dollars (\$2,000,000) for the Fiscal Year 2008/2009 Local Government Waste Tire Cleanup Grant Program and the Tire Collection Event Program; and

**WHEREAS**, procedures established by the CIWMB require the jurisdiction-applicant to certify by Resolution the approval of the jurisdiction's governing authority for submittal of a grant application before submission of said application to the CIWMB; and

**WHEREAS**, if successful, the Tehama County Sanitary Landfill Agency will enter into a Grant Agreement with the CIWMB for implementation of said Grant(s).

**NOW, THEREFORE, BE IT RESOLVED** that the City of Corning authorizes the Tehama County Sanitary Landfill Agency to submit an application to the CIWMB for the Fiscal Year 2008/2009 Local Government Waste Tire Cleanup and/or Tire Collection Event Grant; and

**BE IT FURTHER RESOLVED** that the Solid Waste Director of the Tehama County Sanitary Landfill Agency, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Corning all necessary applications, contracts, agreements and amendments hereto for the purposes of securing grant funds to implement and carry out the purpose specified in the grant application.

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The foregoing Resolution was passed and adopted by the City Council of the City of Corning this 13<sup>h</sup> day of January 2009 by the votes listed below.

**AYES:**  
**OPPOSED:**  
**ABSENT:**  
**ABSTAIN:**

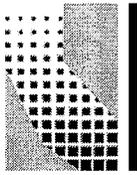
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**Gary R. Strack, Mayor**

**ATTEST:**

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**Lisa M. Linnet, City Clerk**

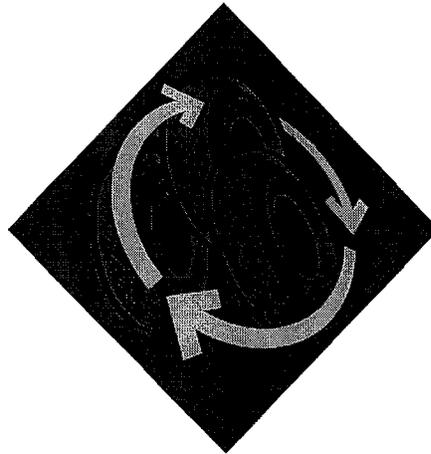


November 2008

**CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY**  
*Integrated Waste Management Board (CIWMB)*

**LOCAL GOVERNMENT WASTE TIRE CLEANUP AND  
AMNESTY EVENT GRANT PROGRAMS  
APPLICATION**

TCA4 Cycle – FISCAL YEAR (FY) 2008/09



	<i>page</i>
Grant Application Form .....	2
Environmental Justice Certification .....	2
Resolution Requirement .....	3
Certification of Completion of General Checklist of Business Permits, Licenses and Filings .....	3
Environmentally Preferable Purchases and Practices Policy Requirement .....	3
Acceptance of Grant Provisions .....	3
Application Certification .....	3
Waste Tire Cleanup Project(s) Description .....	4
Waste Tire Amnesty Event(s) Description .....	4
Work Plan (Waste Tire Cleanup Projects) .....	5
Work Plan (Waste Tire Amnesty Events) .....	6
Budget (Waste Tire Cleanup Projects) .....	7
Budget (Waste Tire Amnesty Events) .....	8
Application Checklist .....	9

Mailed applications must be postmarked no later than **January 9, 2009**. Hand delivered applications must be received and date stamped by CIWMB Staff no later than 3:00 p.m. on **January 9, 2009**. Late applications will be disqualified. Emailed or faxed applications will not be accepted.

*Please follow instructions in the Application Guidelines and Instructions when completing this application. The Application Guidelines and Instructions are critical to properly completing and submitting this application.*

*Applications become the property of the CIWMB and are subject to disclosure under the Public Records Act. Do not submit confidential information.*

*Applications sent by U.S. Postal Service or a commercial delivery service should be sent in a manner that allows for tracking by the sender and that provides an addressed and dated receipt. Failure to do so is at the risk of the applicant and if delivery is delayed or the application is lost by the Post Office or delivery service, the burden is on the applicant to demonstrate timely mailing or delivery of the application.*

**LOCAL GOVERNMENT WASTE TIRE CLEANUP AND AMNESTY EVENT  
 GRANT PROGRAMS – TCA4 (FY 2008/09)**

Complete and submit all sections.

APPLICANT / ORGANIZATION INFORMATION			
APPLICANT / ORGANIZATION NAME: TEHAMA COUNTY SANITARY LANDFILL AGENCY		CLEANUP PROJECTS AMOUNT:	
PARTICIPATING JURISDICTIONS (FOR REGIONAL PROGRAMS ONLY): <b>County of Tehama</b> <b>City of Tehama</b> <b>City of Red Bluff</b> <b>City of Corning</b>		AMNESTY EVENTS AMOUNT:	
		REQUESTED TOTAL AMOUNT: <small>(ROUND AMOUNTS TO THE NEAREST WHOLE DOLLAR)</small>	
MAILING ADDRESS: <b>19995 Plymire Rd</b>		PROJECT ADDRESS: <b>19995 Plymire Rd</b>	
CITY: <b>Red Bluff</b>		CITY: <b>Red Bluff</b>	
COUNTY: <b>Tehama</b>	ZIP CODE: <b>96080</b>	COUNTY: <b>Tehama</b>	ZIP CODE: <b>96080</b>
PRIMARY CONTACT NAME: <b>Kristina Miller</b>	SIGNATURE AUTHORITY NAME: <small>(AS AUTHORIZED IN RESOLUTION)</small> <b>Alan Abbs</b>	AUTHORIZED DESIGNEE NAME: <small>(IF APPLICABLE, AS AUTHORIZED IN LETTER OF DELEGATION-LOD, SEE APPENDIX A FOR MORE INFO.)</small>	
TITLE: <b>Solid Waste Program Manager</b>	TITLE: <b>Solid Waste Director</b>	TITLE:	
TELEPHONE NUMBER: <b>(530) 528.1103</b>	TELEPHONE NUMBER: <b>(530) 527.3717</b>	TELEPHONE NUMBER:	
FAX NUMBER: <b>(530) 528.9304</b>	FAX NUMBER: <b>(530) 528.9304</b>	FAX NUMBER:	
EMAIL ADDRESS: <b>recycle@clearwire.net</b>	EMAIL ADDRESS: <b>aabbs@tehcoapcd.net</b>	EMAIL ADDRESS:	
INDICATE WHICH TYPE OF ENTITY YOU ARE (CHECK ONLY ONE):			
<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> CITY & COUNTY <input type="checkbox"/> QUALIFYING INDIAN TRIBE <input checked="" type="checkbox"/> OTHER (LIST TYPE) <b>Regional Agency (Joint Powers Authority)</b>			
LEGISLATIVE DISTRICT NUMBERS (TO FIND YOUR DISTRICT, USE MAILING ADDRESS ABOVE AND GO TO <a href="http://www.ciwmb.ca.gov/Profiles/Juris/">www.ciwmb.ca.gov/Profiles/Juris/</a> ) ASSEMBLY:                      SENATE: <b>2</b> <b>4</b>		FEDERAL TAX IDENTIFICATION NUMBER: <b>94-6000543</b>	

ENVIRONMENTAL JUSTICE CERTIFICATION	
<i>CIWMB Grantees must in the performance of the Grant Agreement conduct their programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State. (Govt. Code §65040.12(e) and Public Resources Code §71110(a))</i>	
<b>Must check box</b>	
<input checked="" type="checkbox"/>	We acknowledge that our organization will comply with these principles of Environmental Justice.

<b>RESOLUTION or (LETTER OF COMMITMENT) REQUIREMENT</b>	
<p><b>Submit either an approved Resolution, valid up to 5 years, with your application or the following acknowledgement</b>                      (If applicable, submit a current Letter of Delegation (LOD) for signature designee)                      Note: See Application Guidelines &amp; Instructions for Resolution and Letter of Authorization (LOA) information and examples</p>	
<b>Must check one</b>	
<input type="checkbox"/>	We acknowledge that an approved Resolution and, if applicable, LOD designating additional signature authority is enclosed in the application.
<input checked="" type="checkbox"/>	We acknowledge that our approved Resolution must be received by the CIWMB no later than <b>February 9, 2009</b> . We further acknowledge that if our Resolution is received after this date, our application will be disqualified.
<b>CERTIFICATION OF COMPLETION OF GENERAL CHECKLIST OF BUSINESS PERMITS, LICENSES AND FILINGS (CIWMB 669)</b>	
<input checked="" type="checkbox"/>	CIWMB 669 form submitted with application.
<b>ENVIRONMENTALLY PREFERABLE PURCHASES AND PRACTICES POLICY</b>	
<p><b>Acknowledgement that your organization has an Environmentally Preferable Purchases &amp; Practices Policy</b>                      Note: See Application Guidelines &amp; Instructions for Environmentally Preferable Purchases and Practices Policy example and Notification Form</p>	
<b>Must check one</b>	
<input checked="" type="checkbox"/>	Yes, our organization has an Environmentally Preferable Purchases and Practices Policy. Date adopted: <u>01/15/2002</u>
<input type="checkbox"/>	No, our organization does not have an Environmentally Preferable Purchases and Practices Policy. We acknowledge that our organization must adopt one by <b>February 9, 2009</b> and send notification (see Application Guidelines & Instructions for Notification Form) to the CIWMB of such adoption by <b>February 9, 2009</b> or our application will be disqualified.
<b>ACCEPTANCE OF GRANT PROVISIONS</b>	
<input checked="" type="checkbox"/>	By checking this box, Applicant acknowledges that submittal of this application constitutes acceptance of all Grant Agreement provisions as contained in the Terms and Conditions and Procedures and Requirements. To download these documents see: (insert grant program link here)
<b>APPLICATION CERTIFICATION</b>	
<p><b>Certification: I declare, under penalty of perjury under the laws of the State of California, that all information submitted for CIWMB's consideration for award of grant funds is true and accurate to the best of my knowledge.</b></p>	
<b>X</b>	
<p><i>Signature Authority - as authorized in Resolution; or Authorized Designee - as authorized in submitted Letter of Delegation</i></p>	
<i>Date</i>	
<b>Alan Abbs</b>	<b>Solid Waste Director</b>
<i>Print Name</i>	<i>Print Title</i>

### WASTE TIRE CLEANUP PROJECT(S) DESCRIPTION

Provide the location, parcel number and a description of each site, which includes proximity to populated areas or sensitive environments, number of tires, proposed method of remediation, and end use. Photographs should also be included. If there are more than 500 tires on private property and the owner is not responsible for the illegal disposal of the tires, then an affidavit for each site must be included with the application. *See Application Guidelines and Instructions for the affidavit form.*

The Agency does not propose to complete a waste tire cleanup project.

### WASTE TIRE AMNESTY EVENT(S) DESCRIPTION

Provide a description of the amnesty event(s), including the estimated cost per tire for each event (grant amount divided by number of tires to be collected). Please include a quote from a registered waste tire hauler to justify the estimated cost per tire.

**The Tehama County Sanitary Landfill Agency plans a total of four collection events upon receipt of a Notice to Proceed.**

The Tehama County Sanitary Landfill Agency (Agency) proposes three passenger and light truck tires amnesty events to be scheduled for late October 2009, January 2010, and early April of 2010. The amnesty events will be one day events held at four locations within Tehama County. While locations are yet to be finalized, past events have been held at the Tehama County Landfill, at the Los Molinos transfer station in Los Molinos, Bell Carter Olive Packaging Company parking lot in Corning, and at one of several other sites including Cottonwood, Rancho Tehama, or the mountain communities.

The Tehama County Sanitary Landfill Agency contracts with Waste Tire Products of Orland for staging, transport, and recycling of tires collected at these events. Waste Tire Products is a CIWMB certified tire hauler and recycler. In most cases 100% of the collected tires are recycled into new products or crumb rubber. Waste Tire Products charges \$1.25 per passenger tire. The Agency is billed after the tires are collected and returned to their facility for processing. An estimate of costs for Waste Tire Products services is attached (please see Attachment 1). During the event Agency staff maintains a participant sign-in sheet, which includes the number of tires they report to be collecting for backup purposes. Agency staff develop and distribute educational materials, manage traffic, and collect data prior to and during the event.

Tehama County is a rural County with over 1,000,000 harvested acres. Like many rural counties, Tehama County is also below the state average in per capita income. For this reason, the Agency feels strongly about the need to provide at least one tire event dedicated to the agricultural community, although this negatively affects our overall cost per tire.

**GRANT APPLICATION FORM**

CIWMB 243-TCA (11/08)

The Agency proposes to hold a coupon redemption program for agricultural and equipment tires. Coupons are good for the disposal of two large-sized tires and will be made available through the Agricultural Commissioner's office, the Tehama County/Red Bluff Landfill, the Tehama County Farm Bureau office, Tehama County Farm Services Agency office, and at Corning City Hall. A limit of three coupons per address, for a total disposal of six tires per address is proposed for each event. Tractor, grader, loader, backhoe, and farm tires will be collected. Earthmover tires will not be accepted. The agricultural tire event is proposed for a two week period in late winter in order to allow ranchers time to finish harvest, roundups, and other seasonal activities. The event is most likely to occur during the first two weeks of February 2010. Coupons and tires are surrendered at the Landfill and Waste Tire Products collects the tires for processing at the end of the period.

Waste Tire Products charges by weight for large-sized tires. Their invoice is supported by surrendered coupons and scale tickets from the landfill. During the Agricultural Tire Collection held in 2008 the cost averaged \$23.00 per tire. An estimate of cost from Waste Tire Products is attached.

Is there a current Waste Tire Enforcement Grant awarded that covers applicant's jurisdiction?  Yes  No

**Work Plan**

**2008/09 LOCAL GOVERNMENT WASTE TIRE AMNESTY EVENT(S)**

GRANT APPLICANT NAME: Tehama County Sanitary Landfill Agency	PROPOSED PROJECT NAME(S): Tehama County Waste Tire Amnesty Collection Events
---	---

Task #	Description of Task(s)	Budget	Product/Results	Staff/Contractor	Time Period (Dates)
1	Schedule date, time, and locations	\$245.76	Advertisable dates and Agreement with Hauler/Recycler	Solid Waste Program Manager 8 hours @ \$30.72	Upon receipt of Notice to Proceed
2	Prepare press releases and advertising materials; determine ad schedule and sizes; place ads	\$245.76 \$3,627.40	Daily News and Coming Observer Publish event	Solid Waste Program Manager 8 hours @ \$30.72	September 15, 20089 January 1, 2010 February 5, 2010 April 1, 2010
3	Contact Waste Tire Products of Orland, CA	\$122.88	Schedule trucks, crew, and pricing	Solid Waste Program Manager 4 hours @ \$30.72 per hour	September 16, 2009 January 2, 2010 February 1, 2010 March 25, 2010
4	Hold event	\$9,375.00 \$614.40 \$418.40	Collect 2,500 tires per event @ \$1.25 per tire Data Collection, outreach, and traffic control	Waste Tire Products SW Program Manager 5 hours @ \$30.72 per hour/ event Recycling Coordinator 5 hours @ \$20.92 per hour/ event	October 17, 2009 January 16, 2010 Feb. 15-Mar. 1, 2010 Ag April 10, 2010
5	Analyze data; Prepare grant reports	\$245.76 \$136.00	Grant deliverables are documented for payment	Solid Waste Program Manager 8 hours @ \$30.72 per hour SW Director 2 hours @ \$68.00 per hour	April 20, 2010
6	Edit Ag Tire Vouchers to new dates; print, number, and sign coupons,	\$92.16	250 Original coupons available to farm and	SW Program Manager 3 hours@	January 11, 2010

STATE OF CALIFORNIA  
**GRANT APPLICATION FORM**  
 CIWMB 243-TCA (11/08)

7	distribute to remote offices  Prepare press release for Farm Bureau newsletter and other local publications; advertise event	\$60.00 \$61.44 \$25.00 \$2,293.20 \$375.20	ranch customers at several locations Office Supplies  Event is published in Farm Bureau newsletter prior to each event	\$30.72 per hour per event  SW Program Manager 2 hours @ \$30.72  Office supplies Daily News Corning Observer	January 25, 2010
8	Begin event; collect vouchers, match with scale ticket, document number of tires redeemed  Close event; pay WTP invoice	\$122.88 \$8,625.00 \$30.72	Number and weight of tires redeemed; validate documentation  Based on 75% redemption of vouchers @ 2 tires each with avg. price of \$23/ tire per event (2008 avg. price)	Scale attendant SW Program Manager 4 hours @ \$30.72/hour SW Program Manager 1hour @ \$30.72 per hour	Feb. 15-Mar. 1, 2010 Ag  March 1, 2009
9	Prepare final grant report	\$245.76 \$136.00	Document that grant objectives are satisfied; submit payment request	SW Program Manager 8 hours @ \$30.72 SW Director 2 hrs @ \$68.00 per hour	

**Budget**  
**2008/09 LOCAL GOVERNMENT WASTE TIRE AMNESTY EVENT(S)**

GRANT APPLICANT NAME:							
Line Item	Title/Classification	No. Of Hours	Salary Rate	Benefit %	Match \$	Grant \$	Total \$
Personnel (project/grant oversight)*	Solid Waste Director SW Program Manager Recycling Coordinator	4	\$68.00/hour	0%		\$272.00	\$272.00
		66	\$30.72/hour	51%		\$2,027.52	\$2,027.52
Labor (handling tires)		20	\$20.92/hour	51%		\$418.40	\$418.40
							\$0
Contracts (removal, transportation, disposal) 3 Passenger Tire Collection Events and 1 Agricultural Tire Collection Events Waste Tire Products 3820 Highway 99W Orland, CA						\$9,375.00	\$9,375.00
						\$8,625.00	\$8,625.00
Equipment Rental none							\$0
Materials & Supplies Office supplies, printer services, copy charges, internet fees, postage					\$85.00		\$85.00

**GRANT APPLICATION FORM**

CIWMB 243-TCA (11/08)

Education & Advertising* Red Bluff Daily News Corning Observer	Description: Ads running in the Daily News and Corning Observer twice per event	\$2,239.04	\$4,056.76	\$6295.80
Totals:		\$2,324.04	\$24,774.68	\$27,098.72
<b>Grant Amount</b> \$27,098.72	/	<b>Estimated Number of Tires to be Collected</b> 7,875	=	<b>Cost Per Tire</b> \$3.44

\* Project oversight, education, and advertising expenses, combined, are only reimbursable up to 25% of the total amnesty events grant amount.

## APPLICATION CHECKLIST

This application checklist is provided for your convenience and is not intended to be all inclusive. You are responsible for completing and submitting all required documentation.

Grant Application Form	
<input type="checkbox"/>	All applicable information and documents are provided; applicable boxes are checked.
<input type="checkbox"/>	Application Certification is signed by the: 1) Signature Authority as authorized in Resolution, or 2) Authorized Designee. <i>Authorized Designee may sign only if the Letter of Delegation has been submitted to the CIWMB.</i>
<input type="checkbox"/>	A registered waste tire hauler quote is included
<input type="checkbox"/>	If applicable, Property Access Authorization and Responsibility Affidavit For Private Property is included. <i>See Application Guidelines &amp; Instructions for more information.</i>
Environmental Justice Certification	
<input type="checkbox"/>	Box is checked.
Resolution or Requirement— <i>See Application Guidelines &amp; Instructions for Resolution, and Letter of Delegation (LOD) information and examples</i>	
<input type="checkbox"/>	Approved Resolution is included with Application; box is checked, or
<input type="checkbox"/>	If applicable, approved Resolution not submitted with Application but will be submitted to the CIWMB for receipt by <b>February 9, 2009</b> ; box is checked. If applicable, Letter of Delegation (LOD) is included with Application.
<input type="checkbox"/>	<i>A LOD is not required to be submitted with the Application; however, it must be submitted prior to Designee's exercise of his/her authority.</i>
Environmentally Preferable Purchases and Practices Policy— <i>See Application Guidelines &amp; Instructions for example &amp; notification</i>	
<input type="checkbox"/>	Signature Authority has certified that Applicant has an Environmentally Preferable Purchases and Practices Policy (EPPP Policy); box is checked, or
<input type="checkbox"/>	Applicant does not have an EPPP Policy but will adopt one by <b>February 9, 2009</b> and submit a Notification Form to the CIWMB for receipt by <b>February 9, 2009</b> ; box is checked.
Certification of Completion of General Checklist of Business Permits, Licenses and Filings (CIWMB669)	
<input type="checkbox"/>	CIWMB 669 form is submitted with application.
Acceptance of Grant Provisions	
<input type="checkbox"/>	Box is checked.
Application Format & Submittal	
<input type="checkbox"/>	Copies: One application with <b>original</b> signature (blue ink preferred), and <b>two copies</b>
<input type="checkbox"/>	Paper: 8½ X 11, printed double-sided, single spaced, on 100% post consumer fiber, and numbered consecutively
<input type="checkbox"/>	Stapled, not bound: upper left-hand corner
<input type="checkbox"/>	Font: Comparable to 12 pt. Times New Roman
<input type="checkbox"/>	Addressed to the appropriate mailing address of the CIWMB

ITEM NO.: I-13  
RESOLUTION 01-13-09-02 AUTHORIZING  
THE BUILDING OFFICIAL TO ESTABLISH  
AND COLLECT SB 1473 STATE  
MANDATED BUILDING STANDARDS  
FEES  
JANUARY 13, 2009

TO: CITY COUNCIL OF THE CITY OF CORNING *Steve*

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
TERRY HOOFARD, BUILDING OFFICIAL *J.H.*

**SUMMARY:**

Staff seeks to establish and collect SB1473 State mandated building standards fees from building permit applicants in the amount of \$4 per every \$100,000 in building valuation, with a minimum of fee of \$1.

**BACKGROUND:**

Effective January 1, 2009, under SB 1473, Cities and Counties must collect, on behalf of the California Building Standards Commission, a fee from building permit applicants based on building valuation to fund development of statewide building standards.

SB 1473 added Health and Safety Code Sections 18930.5, 18931.6, 18931.7 and 18938.3 to mandate the collection of the fees to fund development of statewide building standards, with emphasis on green building standards.

This new State mandate will require applicants for a building permit to pay a fee of four dollars (\$4.00) per every hundred thousand dollars (\$100,000) in building valuation, as determined by the local building official, with a minimum fee of one dollar (\$1.00). The Commission may ultimately reduce the fee upon a determination that a lesser amount is necessary to maintain the building standards development program.

Cities and Counties may retain up to ten percent (10%) of the fee to cover related administrative costs and for code enforcement education. The remaining funds must be transmitted to the Commission for deposit into the Building Standards Administration Special Revolving Fund. Prior to appropriation of the funds, the Commission and the Department of Housing and Community Development must submit a joint expenditure plan identifying the proposed uses for the funds. SB 1473 is silent on the frequency (monthly, yearly, or other) that cities and counties must transmit the fees collected to the Commission.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL APPROVE RESOLUTION NO. 01-13-09-02 TO ESTABLISH THE NEW SB 1473 MANDATED STATE BUILDING PERMIT FEES IN THE AMOUNT OF \$4 PER EVERY \$100,000 IN BUILDING VALUATION, WITH A MINIMUM FEE OF \$1; AND**

**INSTRUCT FINANCE TO SET UP A REVENUE ACCOUNT IN THE GENERAL FUND FOR TRACKING SB 1473 FEES COLLECTED.**



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## Resources | PUBLICATIONS

**Title:** MN Legal Alert: Cities and Counties Must Collect Fees to Fund Development of State Building Standards

**Author(s):** Krysten Hicks

**Date:** 2008-12-12

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### SB 1473: CITIES AND COUNTIES MUST COLLECT FEES TO FUND DEVELOPMENT OF STATE BUILDING STANDARDS

Effective January 1, 2009, cities and counties must collect, on behalf of the California Building Standards Commission ("Commission"), a fee from building permit applicants based on building valuation to fund development of statewide building standards. SB 1473 (Calderon) added Health and Safety Code Sections 18930.5, 18931.6, 18931.7 and 18938.3 to mandate the collection of the fees to fund development of statewide building standards, with emphasis on green building standards.

An applicant for a building permit must pay a fee of four dollars (\$4.00) per every hundred thousand dollars (\$100,000) in building valuation, as determined by the local building official, with a minimum fee of one dollar (\$1.00). The Commission may ultimately reduce the fee upon a determination that a lesser amount is necessary to maintain the building standards development program.

Cities and counties may retain up to ten percent (10percent) of the fee to cover related administrative costs and for code enforcement education. The remaining funds must be transmitted to the Commission for deposit into the Building Standards Administration Special Revolving Fund. Prior to appropriation of the funds, the Commission and the Department of Housing and Community Development must submit a joint expenditure plan identifying the proposed uses for the funds. SB 1473 is silent on the frequency (monthly, yearly, or other) that cities and counties must transmit the fees collected to the Commission.

Cities and counties may need to update fee schedules or city publications to incorporate this additional fee, even though the fee is required by the State.



**RESOLUTION NO. 01-13-09-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
ESTABLISHING NEW STATE SB 1473 BUILDING STANDARDS FEES**

**WHEREAS**, the Municipal Code of the City of Corning provides that the City Council may establish Building Permit Fees to be paid prior to issuance of building permits for construction within the City of Corning; and

**WHEREAS**, the Municipal Code allows such fees to be established by Resolution duly adopted by the action of the City Council; and

**WHEREAS**, effective January 1, 2009 the State of California adopted SB 1473 which adds Health and Safety Code Sections 18930.5, 18931.6, 18931.7 and 18938.3 to mandate the collection of the fees in the amount of \$4 per every \$100,000 in building valuation, as determined by the local bulding official, with a minimum fee of \$1 to fund development of statewide building standards, with emphasis on green building standards.

**WHEREAS**, SB 1473 allows Cities and Counties to retain up to 10% of the fee to cover related administrative costs and for code enforcement education, remaining funds collected must be transmitted to the Commission for deposit into the Building Standards Administration Special Revolving Fund.

---

**NOW, THEREFORE, BE IT RESOLVED** that the new SB 1473 Fees are hereby adopted and become effective on January 1, 2009 as required by the State, and shall remain in effect until amended by Resolution of the Corning City Council.

**PASSED AND ADOPTED** by the City Council of the City of Corning on this **13<sup>th</sup>** day of **January 2009** by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Gary R. Strack, Mayor**

**ATTEST:**

---

**Lisa M. Linnet, City Clerk**

ITEM NO.: I-14  
APPROVE RESOLUTION NO. 01-13-09-03  
AFFIRMING THAT CITY PAYS  
EMPLOYEE RETIREMENT  
CONTRIBUTIONS  
JANUARY 13, 2009

TO: CITY COUNCIL OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER *STEVE*

**SUMMARY:**

The California Public Employee Retirement System has informed the City of Corning and other member Cities, of the United States Internal Revenue Service (IRS) requirement for Cities and other CALPERS members to confirm that formal action was taken to "Pick-up" the employee contribution to the retirement system. The attached Resolution affirms the action taken by the City in 1989-1990.

**BACKGROUND:**

A large number of Cities and Counties "Pick-up" the Employees share of the retirement contribution. This was done by mutual agreement between the Employees and Cities through the bargaining process.

The "Pick-up" of employee contributions benefited both the Employee and the City because it increased the Employee's income without increasing the normal costs associated with a salary increase, which included increased Social Security contribution by the City and Employee, increased payroll taxes paid by the Employee, and increased retirement contribution paid by both the Employee and the Employer.

The employee contribution for Public Safety Employees, including Police Officers, the Detective, Sergeants, the Police Chief and Fire Chief is 9% of "Safety" payroll. All other employees are classified as "Miscellaneous" and their employee contribution is 7% of pay.

The IRS ruling arises from the need to ensure that State and Federal Income Taxes are paid on the retirement benefit when paid to the retiree.

When the City first contracted with the California Public Employee Retirement System, PERS was notified that the employee bargaining agreements called for the City to pay the employee's share. That decision had been ratified each time the City Council and the Employees reached agreement on new "Memorandums of Understanding" (Labor Contract).

This Resolution is a formal follow-up to documentation already forwarded by City Staff to CALPERS. The Resolution makes **no** new commitments by the City or the City Council, and no new costs are incurred.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE RESOLUTION NO. 01-13-09-03 CONFIRMING EMPLOYER PAID RETIREMENT CONTRIBUTIONS.**

**RESOLUTION NO. 01-13-09-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING  
CONFIRMING EMPLOYER PAID RETIREMENT CONTRIBUTIONS**

**WHEREAS**, the City Council of the City of Corning has authority to implement Government Code Section 20691 authorizing member paid employee contributions; and

**WHEREAS**, the City Council of the City of Corning has entered into written Memorandums of Understanding with each of the Employee Bargaining Units providing for the normal member contributions to be paid by the employer; and

**WHEREAS**, the United States Internal Revenue Service now requires that the City provide documentation confirming the Employer Paid Member Contributions (EPMC); and

**WHEREAS**, the City Council of the City of Corning has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees covered by the Safety Plan for the City of Corning (Employer No. 1178) consisting of the full member contribution of 9%.
- This benefit shall apply to all employees covered of the Miscellaneous Plan of the City of Corning (Employer No. 1178) consisting of the full member contribution of 7%.
- The payment of normal member contributions by the City can be documented in Memorandums of Understanding between the City and the Employee Bargaining Units to at least 1990, further documentation is unavailable due to normal record purging.

---

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Corning does hereby affirm its long-standing decision to pay EPMC.

**PASSED AND ADOPTED** by the City Council of the City of Corning on this 13<sup>th</sup> day of January 2009 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Gary R. Strack, Mayor**

**ATTEST:**

---

**Lisa M. Linnet, City Clerk**

ITEM NO.: I-15  
APPROVE AIRPORT FIXED BASE  
OPERATOR (FBO) LEASE AGREEMENT  
WITH BRYAN AND CAROL CARPENTER  
OF RAINBOW AVIATION  
JANUARY 13, 2009

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

*STEVE*

**SUMMARY:**

At the November 25, 2008 Council authorized City Staff to negotiate a renewed Fixed Base Operator Lease Agreement with Bryan and Carol Carpenter of Rainbow Aviation, and Council approved the proposed terms included in this new Agreement.

The Agreement was also presented to the Airport Commission at their January 5, 2009 meeting and they approved it for recommendation to the City Council for approval.

**BACKGROUND:**

During the years that they have served as the Fixed Base Operators, it has been a win-win situation for both the City and the Carpenters.

The benefit to the City is through the pro-active and vested presence of a knowledgeable and respected team that is well known and familiar to those utilizing the airport. Rainbow Aviation, through their FAA Approved Training Classes have been bringing more people to the Airport; these people travel from all over the United States, and even from different Countries and stay in local Hotels and occasionally in an RV at the Airport.

The Carpenter's are seeking a 25-year Lease instead of the previous 5-year Lease. This will allow them to make additional improvements to the buildings they use increasing their vested interest in the successful operation of the City's Airport. Twenty-five years is the normal Lease time for a Hangar, and there are sufficient Standards in the lease terms to protect the City in the event of their failure to perform.

The current rent charged to the FBO for use of the Administration Building, which is open to the aviation public, and to the City's large, but very old Hangar is \$50 per month. This is a token amount of rent; the real value to the City is having an active FBO who brings activity to the Airport and oversees safety and maintenance issues on the 70-acres of Airport property dedicated to primary Airport use. The remaining City owned 90 acres is under Grazing Lease and held as open space or future Airport expansion. Staff recommends no change to the rent charge under the proposed Agreement.

Currently Rainbow Aviation receives all of the rental income from the Ground Leases of the Hangars. This was a modification made seven years ago by the City Council to make it possible for Rainbow Aviation to stay at the Airport and remain open. Since that time, their business has developed and Staff has reached agreement with Rainbow Aviation to revert to the original FBO terms. These terms allow the first two-years rent on a new Hangar Lease to go to the FBO, after which the rental income comes back to the City and is dedicated to the Airport Operating Fund. The FBO is the primary point of contact for anyone interested in developing a Hangar at the Airport.

**FINANCIAL:**

The Municipal Airport receives \$10,000 per year from State of California Aviation Fuel Tax; this combined with the rental income from the residents on Airport property across from the High School, is sufficient to operate the Airport and create a small reserve. The Airport operating income and expense will be covered in more detail during the presentation of the annual audit. The important point is that the Airport operation does not cost the City General Fund any money.

Attached is a copy of the proposed Lease Agreement, which is automatically extended after its expiration. Attached also is the letter requesting the 25-year term from Carol Carpenter of Rainbow Aviation.

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE THE FIXED BASE OPERATORS LEASE AGREEMENT FOR BRYAN AND CAROL CARPENTER OF RAINBOW AVIATION.**



N 930 Marguerite Ave., Corning, Ca. 96021, Tel: 530-824-0644 Fax: 530-824-0250  
[www.rainbowaviation.com](http://www.rainbowaviation.com)

RECEIVED

NOV 19 2008

CORNING CITY CLERK

Nov 18, 2008

Steve Kimbrough  
794 Third Street  
Corning, CA 96021

Dear Steve,

The purpose of this letter is to request that the Rainbow Aviation Services' lease be reinstated for a period of 25 years rather than the previous 5 year lease. As we discussed in our meeting, there is a great deal of deferred maintenance that needs to be address in both the hangar and terminal buildings and the 5 year lease does not provide us with enough security to invest the money needed to improve and update the buildings.

Currently, the main hangar can not be used for business during the summer or winter months. Therefore, we plan our classes in the Spring and Fall and have been traveling during the summer and winter months.

With a 25 year lease we will be in position to plan long term.

Sincerely,

Carol Carpenter  
N 930 Marguerite Ave  
Corning, CA 96021  
Email: [carol@rainbowaviation.com](mailto:carol@rainbowaviation.com)  
530-824-0644  
1-877-7 FLY LSA

## LEASE

**THIS LEASE** is made by and between the **CITY OF CORNING**, a municipal corporation, hereinafter called "**Lesser**", and **BRIAN J. CARPENTER** and **CAROL CECCONI-CARPENTER**, doing business as **RAINBOW AVIATION SERVICES**, and hereinafter called "**Lessee/Operator**", upon the following terms and conditions:

1. Lessor leases to Lessee/Operator and Lessee/Operator leases from the Lessor that portion of the property describe in exhibit "A" which is identified thereon as "Administration Building", and "North and South" City Owned Hangars.
2. This Lease shall be in effect for twenty-five (25) years commencing **January 1, 2009** and terminating except as may be hereinafter provided on January 1, 2034. Lessee/Operator has the option to renew this lease for an additional five (5) years if he is not in default during the initial contract period and provided he gives Lessee at least one hundred and twenty (120) days advance written notice of his intent to exercise this renewal option. If this option is exercised, all of the terms and conditions of the original lease shall continue in full force and effect except for the amount of the rental, which amount shall be renegotiated between Lessor and Lessee.

**A. Payments to Lessee/Operator. During the term of this Agreement, Lessee/Operator shall receive and retain the following fees, payments, and charges:**

- (1) **Tie-down fees:** All tie-down fees with the rates to be established in writing by City. Lessee/Operator shall have the authority to move aircraft or order aircraft removed for non-payment of tie-down fees provided such is done in a legal manner and is non-injurious to aircraft.
  - (2) **Fuel Sales:** Shall continue until the City installs a cardlock system and assumes responsibility.
  - (3) **Hangar Rents:** All privately owned hangar lease payments shall be collected and retained by Lessee/Operator during the first two years of this Lease Agreement as a commission. Upon completion of the first two years of Lease Agreement, Lessee/Operator will continue to collect fees and submit them to the Lessor to be placed in the Airport Fund.
3. Lessee/Operator shall pay to Lessor the sum of **\$50 per month** as a fee for rent. Lessor shall pay for electricity only insofar as it relates to the airfield landing lights, beacons, and power for furnishing the water. Lessor shall furnish heating oil for heating the administration building for the term of this lease. Lessee/Operator shall pay the cost of all electrical power used by him in his commercial venture, as well as any telephone service which he may desire to obtain. **Lessee/Operator shall be entitled to receive and retain tie-down fees, and to retain the proceeds from City-owned Hangar-Land Leases for the first two years as provided for in A-3 above.**
  4. Lessee/Operator shall have the right to conduct or permit others to conduct within the Lessee's leased buildings, commercial enterprises, including but not limited to, chartering of aircraft, student instruction, operation of agricultural spraying, dusting and seeding operations, maintenance and storage of aircraft, sale of aviation petroleum products, engine repairs, radio maintenance, ultralight activities, sport aviation activities, parachuting activities or any other similar activities. All commercial business activities

conducted at the airport shall have liability insurance in the amount of \$1,000,000 naming the City of Corning as additional insured, shall have a City of Corning Business License, and shall have Worker's Compensation Insurance if applicable. Some activities may require FAA approval. Lessee/Operator will provide Lessor with all necessary documents that may be required to conduct the above-stated activities.

5. Lessee/Operator agrees to abide by all applicable laws and regulations of the United States, the State of California, the County of Tehama, and the CITY OF CORNING, and to permit no illegal or improper use of said premises. Lessee/Operator agrees that any chemicals or other toxic substances used by him or others to whom he has granted permission to conduct activities will be so stored as not to be dangerous to the public and will be handled and disposed of in accordance with all applicable environmental standards, laws and regulations.

**A. Operating Standards:** In providing any of the required and/or authorized services or activities specified in this Agreement, Operator shall operate for the use and benefit of the public and shall meet or exceed the following standards:

1. Lessee/Operator shall furnish services on a fair, reasonable and non-discriminating basis to all users of the airport. Lessee/Operator shall furnish good, prompt and efficient services adequate to meet all reasonable demands for its services at the airport. Lessee/Operator shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service; provided, however, that Lessee/Operator may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
2. Lessee/Operator shall provide at his sole expense a sufficient number of employees to provide effectively and efficiently the services required or authorized in the Agreement.
3. Lessee/Operator shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the Premises or property at any time situated therein and thereon. Operator may, however, at his/her sole expense and cost, contest any tax, fee or assessment as long as the contest does not jeopardize the continued airport operation.
4. Lessee/Operator shall comply with all Federal, State, and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by the City, and the Operator shall keep in effect and post in a prominent place all necessary and/or required licenses or permits.
5. Lessee/Operator shall provide the following services at no charge to Lessor or others as part of the consideration this Lease Agreement:
  - a. Cleaning and servicing of public restrooms located at the airport.  
**[Lessor will supply restroom supplies at its expense.]**
  - b. Landscaping, maintenance and upkeep of existing lawn, mowing, raking leaves, fertilizing, watering and general care for the areas around the buildings. Maintenance of trees, trimming and cleanup both behind the main building and on the front lawn. **[Lessor provides weed abatement on runways, taxiways, ramp areas and around the Lessor-owned hangar and administration building and sprays**

**annually. Lessor to maintain and grade the ramp area to keep clean from rocks and mud.]**

- c. Maintenance of the tie-down facilities including all necessary replacement of tie-down ropes, providing an adequate supply of chocks, repainting of tie-down spaces [**Lessor supplies paint**], as required to meet demands.
  - d. Servicing and minor repairs to runways, taxiways and airport beacon lighting. [**Lessor to pay cost of materials if consent first obtained from Lessor prior to purchasing.**]
  - e. Servicing of and repairs to facilities including but not limited to the heating and air conditioning systems, electrical portion of the buildings and minor structural repairs to buildings [**Labor only, not materials**].
  - f. Maintenance and upkeep of required signage on runways, taxiways, and on the FBO building to Lessor and FAA requirements [**Lessor to supply materials**].
  - g. Maintenance and upkeep of parking lot and driveway around the administration building. Remove weeds, trash and garbage.
6. Lessee/Operator agrees that so far as facilities for tie-downs shall be available, he shall provide such when requested at rates to be fixed by Lessor.
  7. Lessee/Operator shall have the duty of maintaining or repairing the structures upon the leased premises in as good a condition as they are at the inception of the Lease, normal wear and tear excepted, so far as the foundations, exteriors and roofs are concerned. Any interior alterations to the premises shall be made by Lessee/Operator at the expense of Lessee/Operator and only upon receiving prior approval by Lessor. The water well supplying water to the premises shall be kept operational at the expense of the Lessor.
  8. The failure of Lessee/Operator to pay any utility bills incurred by him, taxes on the personal property, license fees which may be due, or any other obligations incurred in connection with the operation of his activities at said airport shall be grounds for immediate cancellation of this Lease. In the event that Lessee/Operator shall do any work upon said airport, he/she agrees to give the CITY OF CORNING notice of such work at least twenty (20) days before commencement thereof in order that a Notice of Non-Responsibility may be posted. No alterations or improvements shall be made to the leased premises without the prior written approval of Lessor.
  9. Lessee/Operator agrees to permit Lessor to make any capital improvements to the leased premises deemed advisable by Lessor. This paragraph shall relate to improvement of the premises and replacement or repair of airport facilities. All improvements to the property shall become fixtures on the property. This provision does not require Lessor to make any such improvements.
  10. Lessor will provide no insurance upon the personal effects of Lessee/Operator. Lessee/Operator shall have and pay for a liability insurance policy satisfactory to Lessor pertaining to the premises which shall insure not only Lessee/Operator but shall also name Lessor as an additional insured. Lessee/Operator shall furnish Lessor with a copy of such policy. Minimum insurance coverage shall be in the amount of \$1,000,000. Lessee/Operator shall also name Lessor as a co-

insured on a fire or damage policy on the facilities in a form and amount acceptable to Lessor with a company approved by Lessor.

11. In the event that the structures upon the leased premises shall be destroyed from any cause, either totally or partially, so that the structures are not usable, Lessee/Operator may cancel this lease. Lessee/Operator shall be obligated to apply any insurance proceeds on the damaged or destroyed buildings to the repair or reconstruction thereof.
12. In the event that Lessee/Operator shall be adjudged a bankrupt, or shall make any assignment for the benefit of creditors, or go into receivership, this lease shall be forthwith and immediately declared terminated.
13. In the event of an assignment or subletting in whole or in part of the leased premises, such assignment or subletting shall be by an instrument in writing and shall be subject to prior approval by the CITY OF CORNING. No such approval is required for providing tie-down space for aircraft or for storage of aircraft, or for any aircraft maintenance repair business. Lessee/Operator is to reimburse Lessor all expenses incurred in order to determine approval.
14. **Personal Property Taxes:** Lessor has disclosed to Lessee/Operator in accordance with California Revenue and Taxation Code Section 107.6 that this lease may result in the creation of a possessory interest subject to property taxation on the interest of the Lessee/Operator. Lessee/Operator shall pay all such taxes, assessments or other charges levied by City or Tehama County on the due date thereof.
15. **Operator as Independent Contractor:** In conducting its business hereunder, Lessee/Operator acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction and payment of Lessee/Operator's employees shall be the sole responsibility of Lessee/Operator and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee/Operator's employees.
16. **Lessor's Right to Entry:** Operator shall permit Lessor and the agents and employees of Lessor to enter into and upon the property at all reasonable times for the purpose of inspecting the same, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to Operator for any loss of occupation or quiet enjoyment of the premises thereby occasioned.
17. **Removal of Property:** All buildings, improvements and fixtures placed upon the Premises by Lessee/Operator shall be and remain the property of Lessee/Operator so long as this Agreement shall remain in effect. Upon termination of this Agreement, unless modified by prior provisions of this Agreement, by expiration of time, by agreement, or for default of Lessee/Operator, all improvements and fixtures on the premises and all building equipment, alterations, changes and additions to and upon the Premises shall be left in place, and shall become the property of Lessor. To make these provisions self-executing, Lessee/Operator covenants and agrees that, upon termination of this Agreement, title to all improvements and fixtures, including all building equipment, alterations, changes and additions to and upon the Premises shall pass to Lessor forthwith and without the necessity of any further conveyance or assignment. Lessee/Operator agrees to execute any conveyance or assignment, if necessary, to complete such transfer if requested by Lessor to do so.

18. This Lease may be immediately canceled by the Lessor upon the occurrence of any of the following:
- A. Failure to provide what Lessor considers to be adequate service to owners and operators of itinerant aircraft during daylight hours. [Such service shall consist of the availability of aviation gasoline and normal aviation fuel supplies for the aircraft with a qualified person present to deliver the same. Aviation gasoline shall be dispensed in a method approved by FAA and County of Tehama Department of Weights and Measures. The same service shall also be available to aircraft based at the airport.]
  - B. Any consistent, habitual, or lengthy absence from the airport by the Lessee/Operator which interferes with the efficient provision of service to aircraft owners and operators, or any willful failure to service aircraft either itinerant or stationed at the airport, unless such failure to service the aircraft is for good cause, such as the inability or failure of the aircraft operator or owner to pay for the services to be rendered or expected to be rendered.
  - C. Any action, conduct, or acts on the part of Lessee/Operator which are detrimental to the best interests of Lessor and/or persons entitled to use the Corning Municipal Airport.

**[Note: It is understood that the Lessee is engaged in a flight training program and that he will, from time to time, be taking students on flights away from the Airport and will not be in constant attendance. Should he be gone from the Airport for extensive periods of time, such as for more than 24 hours at one time, he shall make arrangements to have another qualified person or persons provide reasonable service to itinerant and locally based aircraft in his absence.]**

19. **Waiver:** The waiver by Lessor of, or the failure of Lessor to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee/Operator of any term, covenant or condition of this Agreement, other than the failure of Lessee/Operator to pay the rental agreed upon herein, regardless of City's knowledge of such preceding breach at the time of acceptance of such rent.
20. In the event of any default on the part of the Lessee/Operator, and as a result of this default, a suit is brought against the Lessor, the Lessee/Operator agrees to pay such reasonable attorney fees as may be ordered paid by the Court.
21. **Effect of Lessee/Operator's Holding Over:** Any holding over after the expiration of the term of this Agreement with consent of Lessor shall be construed to be a tenancy from month to month at the same monthly rent as required to be paid by Lessee/Operators for the period immediately prior to the expiration of the term hereof, and shall otherwise be on the terms and conditions herein specified, so far as applicable.
22. **Remedies Cumulative:** All remedies herein before conferred on Lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.
23. **Parties Bound:** The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind heirs,

legal representative successors, and assigns all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

24. **Time of the Essence:** Time is of the essence of this Agreement, and of each and every covenant, term, condition and provision hereof.

**25. Miscellaneous Provisions:**

A. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties, and as of its effective date superseded all prior or independent Agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing, signed by both parties.

B. **Severability:** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of parties.

C. **Notice:** Any notice given one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepared as follows:

1. **If to Operator,** addressed to: **Brian and Carol Carpenter, c/o Rainbow Aviation Services, N. 930 Marguerite Avenue, Corning, CA 96021.**
2. **If to City,** addressed to: **City of Corning, 794 Third Street, Corning, CA 96021.**

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. **Governing Law:** This Agreement is to be construed in accordance with the laws of the State of California.

**IN WITNESS THEREOF,** the parties have executed this Agreement as of the day and year first above written.

**CITY OF CORNING, LESSOR:**

**RAINBOW AVIATION SERVICES,  
LESSEE/OPERATOR:**

By: \_\_\_\_\_  
**Gary R. Strack, Mayor  
City of Corning**

By: \_\_\_\_\_  
**Bryan J. Carpenter, Lessee**

By: \_\_\_\_\_  
**Carol Ceccone-Carpenter**

**ATTEST:**

**APPROVED AS TO FORM:**

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

By: \_\_\_\_\_  
**Michael C. Fitzpatrick, City Attorney**

ITEM NO: I-16  
AUTHORIZE STAFF TO INVESTIGATE  
EXPANDING SAFE ROUTES TO SCHOOL  
PROJECT TO INCLUDE EAST STREET.

JANUARY 13, 2009

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

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

JB STEVE

**SUMMARY:**

Through our contractor, Tom Williams Construction, we are currently completing a Safe Routes to School (SR2S) project that includes the installation of sidewalks, curb returns, handicapped ramps, and crosswalks in the vicinity of Corning High School. The SR2S grant program is a state grant program administered by Caltrans. A map showing the current project area and the extent of improvements is attached.

As the project nears completion we are better able to project overall costs and have found that nearly \$130,000 remains unexpended and available to the City in the SR2S grant. If the funds aren't expended they must be returned to the state.

Staff recommends utilizing those remaining grant funds and seeks Council authorization to investigate expanding the current Safe Routes to School Project to include curb, gutter, sidewalk and accessory facilities along the east side of East Avenue. This recommendation is solely for the investigative work at this time. If approved by the Council and subsequently by Caltrans, staff will complete field surveys and prepare cost estimates for the expanded project. If the expanded project is found to be within the range of the remaining SR2S budget, staff will prepare another staff report recommending the additional facilities.

**BACKGROUND:**

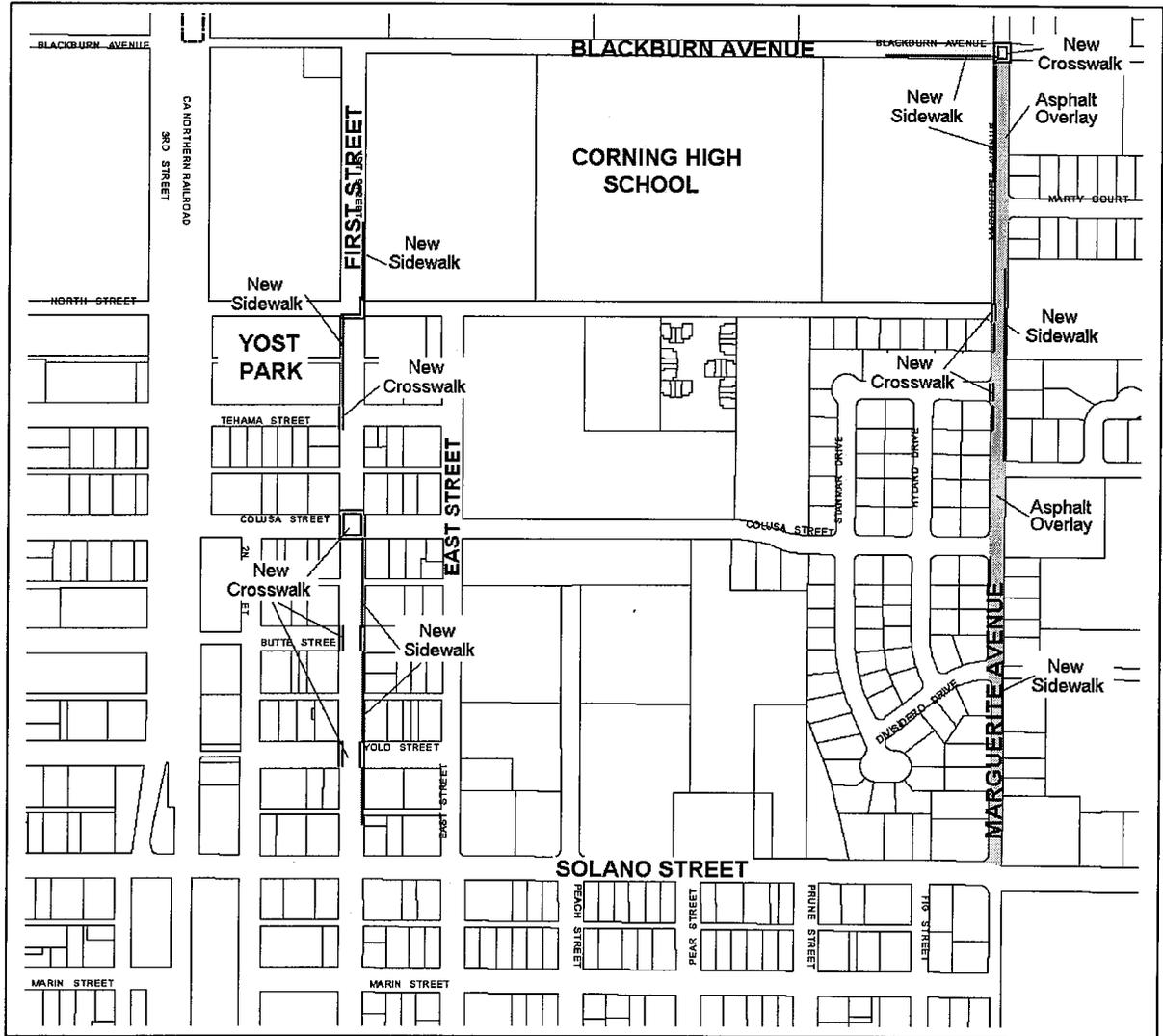
State Funds in the amount of \$281,340 were allocated to the City of Corning on September 23, 2008 for the SR2S project. The 2008/09 City Budget reflects the 10% City match required by the California Department of Transportation guidelines in the amount of \$31,600. The overall budget for the SR2S project is \$316,000. At this point there's \$130,000 remaining in the SR2S grant.

According to Superintendent Bruce Cole and others, students regularly use East Street for pedestrian access to the high school. There is currently no sidewalk, curb or gutter on much of the east side of East Street. Ed Anderson has done some preliminary cost estimates and believes we can complete those facilities for around \$130,000, about what's left in the grant.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE STAFF TO INVESTIGATE EXPANDING THE SAFE ROUTES TO SCHOOL PROJECT TO INCLUDE FACILITIES ALONG EAST STREET.**

**SAFE ROUTES TO SCHOOL PROJECT-2008-2009**  
**Project Summary Map-August 12, 2008**



ITEM NO: I-17  
APPROVE PROGRESS PAY  
ESTIMATE NO. 2 IN THE AMOUNT OF  
\$55,964 TO THOMAS WILLIAMS  
CONSTRUCTION FOR THE SAFE  
ROUTE TO SCHOOL, CYCLE 7  
PROJECT.  
JANUARY 13, 2009

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

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

*JB* *STEVE*

**SUMMARY:**

Attached for City Council review is a copy of Partial Pay Estimate No. 3 requesting payment of \$55,964 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
Proposed Partial Payment Estimate No. 3	\$55,964.00
Retention To Be Held (10% contract)	- \$ 5,596.40
Current Amount Due To Contractor	\$50,367.60
Previously Paid Payments	\$256,636.66
Previous Retention Held (10% per contract)	\$ 22,918.78

**RECOMMENDATION:**

**MAYOR AND COUNCIL APPROVE PROGRESS PAY ESTIMATE NO. 3 IN THE AMOUNT OF \$55,964 TO THOMAS WILLIAMS CONSTRUCTION, INC. FOR THE SAFE ROUTES TO SCHOOL, CYCLE 7 PROJECT.**

**PARTIAL PAYMENT ESTIMATE**

Corning Safe Route to School Project, Cycle 7

Progress Payment Estimate No. 3

OWNER:

City of Corning

CONTRACTOR:

Thomas Williams Construction

PERIOD OF ESTIMATE:

FROM: Dec 2, 2008 to Jan 8, 2009

**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 (90%)... ..	\$ 285,151.84
5. Stored Materials .....	0
6. Subtotal (4+5).....	\$ 285,151.84
7. Retainage .....10%.....	\$ 28,515.18
8. Previous Payments.....	\$ 206,269.06
9. Amount Due (6-7-8).....	\$ 50,367.60

**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 9, 2009

**City Of Corning**  
**Partial Payment Request**

Contractor: Thomas H. Williams		Date: 12/2/08		Purchase Order No.:					
Address:		Project No.:		Application No.: 3					
Project: Corning High School Safe Routes to School		From: 12/2/08		To: 12/31/09					
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	10026.00	13560.00	SF	\$ 1.80	\$ 24,408.00	96%	
2	4" Thick Concrete Sidewalk	14,106	9691.00	13560.00	SF	\$ 4.20	\$ 56,952.00	96%	
3	Remove and Replace Curb and Gutter	638	270.00	540.00	LF	\$ 25.00	\$ 13,500.00	85%	
4	Install New Curb and Gutter	15	18.00	18.00	LF	\$ 30.00	\$ 540.00	120%	
5	Remove and Replace Concrete Sidewalk	1,082	457.00	840.00	SF	\$ 6.00	\$ 5,040.00	78%	
6	Install 6" Thick Concrete Driveway	180	180.00	180.00	SF	\$ 7.50	\$ 1,350.00	100%	
7	Remove and Replace 6" Thick Concrete Driveway	684	0.00	684.00	SF	\$ 7.50	\$ 5,130.00	100%	
8	Remove Concrete Driveway	48	72.00	72.00	SF	\$ 3.00	\$ 216.00	150%	
9	Remove Concrete Sidewalk	740	0.00	680.00	SF	\$ 2.50	\$ 1,700.00	92%	
10	Remove and Replace Water Meter Box	1	1.00	1.00	EA	\$ 150.00	\$ 150.00	100%	
11	Remove and Replace Water Valve Box	2	0.00	2.00	EA	\$ 150.00	\$ 300.00	100%	
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	1.00	EA	\$ 500.00	\$ 500.00	100%	
17	Remove and Replace 6 feet of Fence	1	0.00	0.50	EA	\$ 250.00	\$ 125.00	50%	
18	Remove and Relocate Existing Church Sign	1	0.00	1.00	EA	\$ 500.00	\$ 500.00	100%	
19	Remove and Replace 4" Roof Drain Line	1	0.00	1.00	EA	\$ 150.00	\$ 150.00	100%	
20	Remove and Relocate Existing S-6 Drop Inlet	1	0.00	1.00	EA	\$ 3,000.00	\$ 3,000.00	100%	
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	750.00	750.00	SF	\$ 8.00	\$ 6,000.00	100%	
24	Saw Cut Existing AC at new lipof Gutter at Yost Park	300	0.00	300.00	LF	\$ 3.00	\$ 900.00	100%	
25	Remove Existing Steel Posts	2	2.00	2.00	EA	\$ 100.00	\$ 200.00	100%	
26	Traffic Control And Signage	1	0.50	0.80	LS	\$ 15,000.00	\$ 12,000.00	80%	
<b>ADDITIVE BID, MARGUERITE AVE AC OVERLAY</b>									
A-1	Grind Existing AC	22,300	24892.00	24892.00	SF	\$ 0.50	\$ 12,446.00	112%	
A-2	Install 2" AC Overlay	95,400	96492.00	96492.00	SF	\$ 1.27	\$ 122,544.84	101%	
A-3	Remove and Replace Valley Gutters	2	2.00	2.00	EA	\$ 2,000.00	\$ 4,000.00	100%	
A-4	Raise Existing Manholes	6	0.00	6.00	EA	\$ 250.00	\$ 1,500.00	100%	
A-5	Raise Existing Valve Boxes	5	0.00	5.00	EA	\$ 200.00	\$ 1,000.00	100%	
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	0.80	1.00	LS	\$ 7,500.00	\$ 7,500.00	100%	
CCO 1	Truncated Domes	18	0.00	10.00	EA	\$ 350.00	\$ 3,500.00	56%	

Total Amount Earned to Date: \$ 285,151.84  
 10% Retention: \$ 28,515.18  
 Retention Released: \$ 0.00  
 Net Amount Retained: \$ 28,515.18  
 Total Less Net Retention: \$ 256,636.66  
 Amount Previously Paid: \$ 206,269.06  
 Total Amount Payable: \$ 50,367.60

**RECEIVED**

**JAN 08 2009**

**CITY OF CORNING**

**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	3,534.00	\$6,361.20	13560.00	\$24,408.00	96%	
2	Furnish/Install sidewalk	14,106	SF	\$4.20	\$59,245.20	3,869.00	\$16,249.80	13560.00	\$56,952.00	96%	
3	Remove/Replace curb & gutter	638	LF	\$25.00	\$15,950.00	270.00	\$6,750.00	540.00	\$13,500.00	85%	
4	Instal new curb & gutter	15	LF	\$30.00	\$450.00	0.00	\$0.00	18.00	\$540.00	120%	
5	Remove/Replace sidewalk	1,082	SF	\$6.00	\$6,492.00	383.00	\$2,298.00	840.00	\$5,040.00	78%	
6	Install driveway	180	SF	\$7.50	\$1,350.00	0.00	\$0.00	180.00	\$1,350.00	100%	
7	Remove/Replace Driveway	684	SF	\$7.50	\$5,130.00	684.00	\$5,130.00	684.00	\$5,130.00	100%	
8	Remove concrete driveway	48	SF	\$3.00	\$144.00	0.00	\$0.00	72.00	\$216.00	150%	
9	Remove concrete driveway	740	SF	\$2.50	\$1,850.00	680.00	\$1,700.00	680.00	\$1,700.00	92%	
10	Remove/Replace water meter	1	EA	\$150.00	\$150.00	0.00	\$0.00	1.00	\$150.00	100%	
11	Remove/Replace water valve box	2	EA	\$150.00	\$300.00	2.00	\$300.00	2.00	\$300.00	100%	
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	1.00	\$500.00	1.00	\$500.00	100%	
17	Remove/Repair fence	1	EA	\$250.00	\$250.00	0.50	\$125.00	0.50	\$125.00	50%	
18	Remove/Relocate church sign	1	EA	\$500.00	\$500.00	1.00	\$500.00	1.00	\$500.00	100%	
19	Remove/Replace roof drain line	1	EA	\$150.00	\$150.00	1.00	\$150.00	1.00	\$150.00	100%	
20	Remove/Replace S-6 drop inlet	1	EA	\$3,000.00	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	100%	
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	\$50.00	\$650.00	0.00	\$0.00	0.00	\$0.00	0%	
23	Remove/Rplace AC & Agg. Base	750	SF	\$8.00	\$6,000.00	0.00	\$0.00	750.00	\$6,000.00	100%	
24	Saw cut existing AC	300	LF	\$3.00	\$900.00	300.00	\$900.00	300.00	\$900.00	100%	
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	0.30	\$4,500.00	0.80	\$12,000.00	80%	
<b>TOTAL BASE BID</b>					<b>\$159,452.00</b>		<b>\$48,464.00</b>		<b>\$132,661.00</b>	<b>83%</b>	



**ITEM NO. K-18  
REZONE NO. 2008-2; ORDINANCE NO. 633;  
AN ORDINANCE OF THE CITY OF CORNING  
AMENDING THE MINIMUM HEIGHT BULK AND  
SPACE REQUIREMENTS FOR RESIDENTIAL  
ZONED PARCELS.**

**JANUARY 13, 2009**

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

**FROM: JOHN STOUFER, PLANNING DIRECTOR**

**BACKGROUND:**

On July 15, 2008 staff discussed, and sought direction from the Planning Commission, through Study Matter 2008-1, on amending Section 17.50.060 of the Corning Municipal Code (CMC) regarding the residential development of 25' wide parcels created by 13 different subdivisions recorded in the late 1800's and early 1900's. The lots created by these antedated subdivisions are separate, conveyable and buildable parcels pursuant to State Law and existing regulations set forth in the CMC.

These parcels are subject to sideyard setbacks of 6 feet from the property lines which restricts the width of a residence to 13 feet. With the length of these parcels ranging from 115 to 140 feet front and rear yard setbacks are typically not a problem. Residential development of these parcels results in long narrow residences as depicted on the attached photos marked as "Exhibit A".

The General Plan for the City of Corning has established goals for the development of the community. Goal #6 is to "*Conserve and improve aesthetic, historic, neighborhood, open space and environmental land resources of the community.*" To implement this goal of the General Plan the Commission directed staff to prepare an ordinance that would prohibit residential development on individual 25' wide parcels that exist throughout the City.

Staff worked with City Attorney Mike Fitzpatrick on the preparation of an ordinance that would prevent residential development of these 25 foot wide lots and at the same time protect the City from possible litigation in relation to property rights. At the October 21, 2008 Planning Commission meeting staff presented a draft ordinance, prepared by Mr. Fitzpatrick that would amend Sections 17.10.040, 17.12.040, 17.14.040 & 17.16.030 of the CMC. The Commission was generally in favor of the draft ordinance but expressed a desire to have language in the ordinance be more explicit towards residential structures.

Staff has made modifications to the draft ordinance that would establish a minimum width for residential structures and a maximum building coverage for the entire parcel. The current language for the referenced sections of the CMC proposed for change are attached as "Exhibit B".

**PROPOSED ORDINANCE :**

**ORDINANCE NO. 633**

**AN ORDINANCE OF THE CITY OF CORNING  
AMENDING CHAPTERS 17.10, 17.12, 17.14 & 17.16  
OF THE CORNING MUNICIPAL CODE REGARDING THE  
MINIMUM HEIGHT BULK AND SPACE REQUIREMENTS**

The City Council of the City of Corning, having conducted a public hearing in accordance with state law, on \_\_\_\_\_, and having approved the findings recommended by the Planning Commission, does hereby ordain as follows:

To amend Sections 17.10.040 (C), 17.12.040 (C), 17.14. 040 (C), and 17.16.030 (C) of the Zoning Code of the City of Corning to read as follows:

**Section 1.** Section 17.10.040 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, forty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

**Section 2.** Section 17.12.040 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, fifty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

**Section 3.** Section 17.14.040 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, sixty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

**Section 4.** Section 17.16.030 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, sixty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

\* \* \* \* \*

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Corning, held on \_\_\_\_\_ and adopted at a regular meeting of the City Council of the City of Corning, held \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

Abstain:

It shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of Council persons voting for and against the same, in a newspaper of general circulation in the County of Tehama.

\_\_\_\_\_  
Gary R. Strack, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

PUBLISH: \_\_\_\_\_

**ENVIRONMENTAL:**

The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15305, Minor Alterations to Land Use Limitations.

Class 5 consists of minor alterations in land use limitations in areas with an average slope of less than 20% which do not result in any changes in land use or density.

This ordinance will establish minimum widths for residential structures and maximum building coverage that will be relevant to the issuance of a building permit, a ministerial act under CEQA which is also classified as an exempt project.

**NOTICE:**

Notice of this hearing was published in the newspaper and mailed to property owners who have individually assessed 25' wide parcels within the City. Attached as "Exhibits C, D & E" are the Legal Notice, the Assessor's Map showing the individually assessed lots with a list of the APN's including a description of their current use and an additional letter sent to these property owners explaining the impacts the ordinance would have on their parcel.

Planning Director John Stoufer attended the weekly luncheon of the Realtors Association and presented a packet of information, discussed the proposed ordinance and invited the realtors to attend the Planning Commission meeting to express any concerns they may have with the proposed ordinance.

**STAFF RECOMMENDATION:**

Staff recommends the following Subfindings, Findings and Action for consideration by the Council:

**Subfinding #1**

Ordinance Number 633 will establish minimum widths for residential structures and maximum building coverage for parcels zoned residential within the City of Corning. Adoption of this ordinance will not result in any changes in land use or density.

**Finding #1**

Residential lands within the City of Corning are on land with an average slope of less than 20%. Approval of Rezone 2008-2 and adoption of Ordinance 633 are categorically exempt from CEQA pursuant to Section 15305, Minor Alterations to Land Use Limitations.

**Subfinding #2**

There are 13 different Subdivision Maps, recorded in the Tehama County Clerk & Recorder's Office after 1893 that created 25' wide parcels throughout the City.

**Finding #2**

The parcels created by the 13 different subdivisions are separate, conveyable, and buildable parcels.

**Subfinding #3**

Existing setbacks established in the Corning Municipal Code for residential structures from side property lines is a minimum of 6 feet for single story structures and 9 feet for two story structures.

**Finding #3**

Existing sideyard setbacks would limit the width of a residence on a 25' wide lot to 13 feet for single story and 7 feet for two story.

**Subfinding #4**

The General Plan for the City of Corning has established goals for the development of the community. Goal #6 is to "Conserve and improve aesthetic, historic, neighborhood, open space and environmental land resources of the community."

**Finding #4**

Residential development on 25' wide parcels will create long narrow structures that will be aesthetically detrimental and reduce the value of existing and future residential structures. Development of these lots does not comply with established goals of the Corning General Plan.

**Subfinding #5**

On December 16, 2008 the City of Corning Planning Commission held a Public Hearing on Rezone 2008-2 and Ordinance 633.

**Finding #5**

The City of Corning Planning Commission voted 4:0:1, with Commissioner Hatley absent, to recommend that the City Council adopt the subfindings & findings as presented in the staff report and adopt Ordinance 633, the ordinance to implement Rezone No. 2008-2.

**ACTION**

**1. MAKE A MOTION TO ADOPT THE SUBFINDINGS AND FINDINGS AS PRESENTED IN THE STAFF REPORT FOR REZONE 2008-2 AND ORDINANCE 633.**

**(PLEASE NOTE : PRIOR TO ADOPTING THE RECOMMENDED SUBFINDINGS & FINDINGS THE COUNCIL HAS THE ABILITY TO MODIFY OR REMOVE ANY OF THE SUBFINDINGS AND FINDINGS IF DEEMED APPROPRIATE BY A MAJORITY OF THE COUNCIL)**

**VOTE OF THE COUNCIL**

**2. MAKE A MOTION TO WAIVE THE FIRST READING OF ORDINANCE #633, THE ORDINANCE TO IMPLEMENT REZONE NO. 2008-2.**

**VOTE OF THE COUNCIL**

**OR:**

**3. MAKE A MOTION TO RECOMMEND THAT THE CORNING CITY COUNCIL DENY REZONE 2008-2, AND DENY THE ADOPTION OF ORDINANCE 633.**

## **ATTACHMENTS:**

- Exhibit "A" Photos of residences built on 25' wide lots in Gerber, CA.
- Exhibit "B" Existing language of Sections 17.10.040 (C), 17.12.040 (C), 17.14. 040 (C), and 17.16.030 (C) of the Zoning Code.
- Exhibit "C" Legal Notice.
- Exhibit "D" Assessor's Maps with APN's and existing uses of identified parcels.
- Exhibit "E" Letter sent to property owners with legal notice.

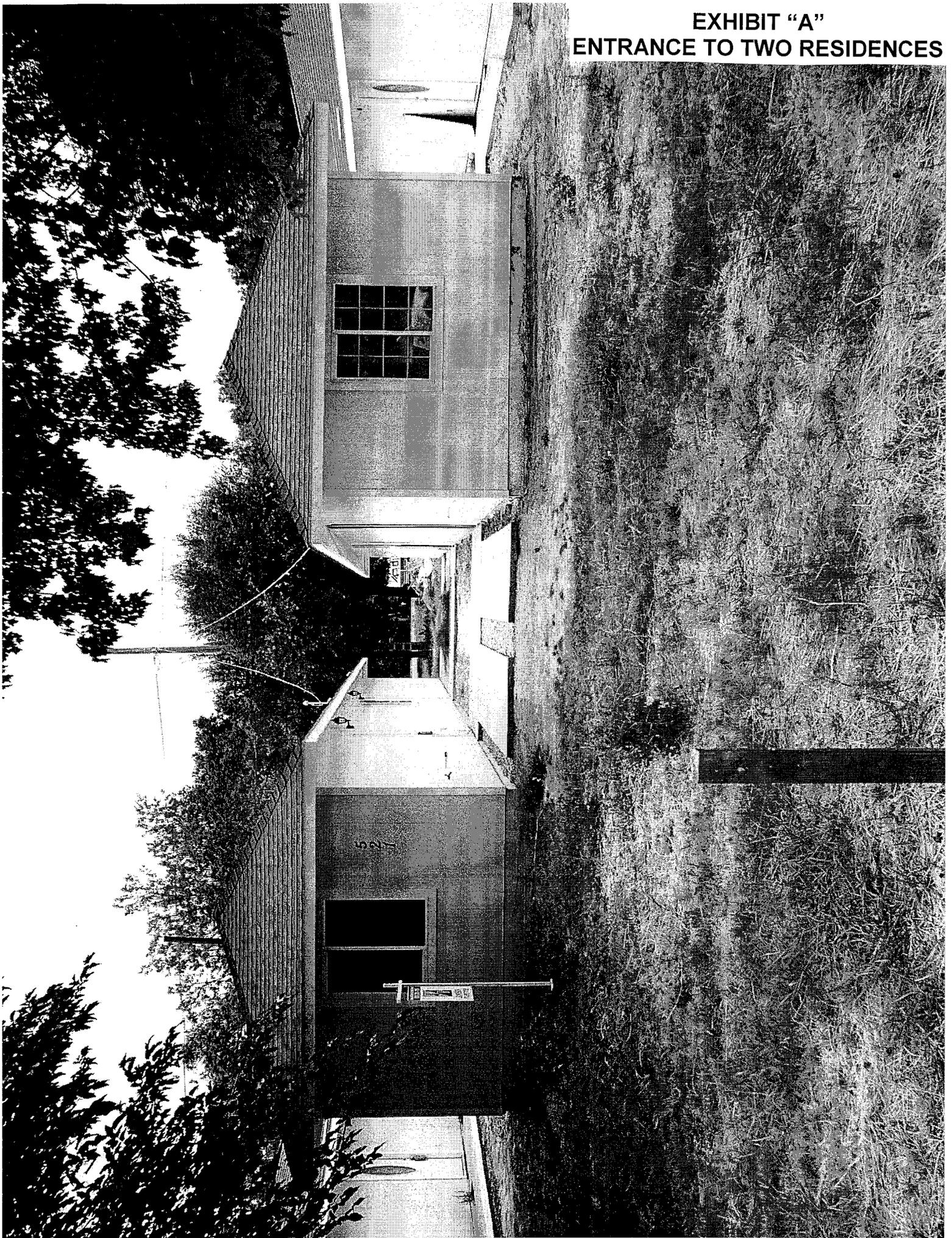
**EXHIBIT "A"**  
**12' WIDE RESIDENCE**  
**CONSTRUCTED ON 25' WIDE PARCEL**



**EXHIBIT "A"**  
**12' WIDE RESIDENCE**  
**CONSTRUCTED ON 25' WIDE PARCEL**  
**4 WERE CONSTRUCTED SIDE BY SIDE**  
**ON A 100' WIDE PARCEL THAT HAD**  
**PREVIOUSLY BEEN DEVELOPED WITH A MH**



EXHIBIT "A"  
ENTRANCE TO TWO RESIDENCES



**EXHIBIT "A"**  
**REAR VIEW**  
**LENGTH OF EACH RESIDENCE**  
**IS APPROXIMATELY 75'**



**EXHIBIT "A"**  
**SIDEYARD SETBACK 6'**  
**DISTANCE BETWEEN EACH**  
**RESIDENCE IS 12'**



**EXISTING LANGUAGE  
R-1 ZONING DISTRICT**

F. Home occupations, permit to be approved by the planning department. (Ord. 524 §6, 1992; Ord. 153 §5.03, 1959).

17.10.035 Large lot designations. In areas designated R-1-8,000 or R-1-10,000 on the city zoning map, minimum lot size shall be eight thousand and ten thousand square feet respectively. All other height, bulk and space requirements are as set forth in Section 17.10.040(B) through (H). (Ord. 547 §2(part), 1994)

17.10.040 Minimum height, bulk and space requirements. In R-1 districts, the following minimum height, bulk and space requirements shall apply:

A. Minimum lot area, six thousand square feet for interior lots and seven thousand square feet for corner lots;

B. Minimum lot width, sixty feet for interior lots, seventy-five feet for corner lots;

C. Maximum main building coverage, thirty-five percent of lot area;

D. Minimum front yard setback shall be twenty feet;

E. Side yard shall not be less than six feet for each side yard. Three feet shall be added to each required side yard for each story above the first story of any building. The side yard on the street side of each corner lot shall not be less than ten feet. A twenty foot minimum side yard shall be required where a two-story residential structure will be located on a lot which abuts the rear yard of a single-family lot;

F. Rear yard shall not be less than ten feet;

G. Building height limit, two and one-half stories, but not exceeding thirty-five feet;

H. Main building area, the main building shall have a minimum floor area of eight hundred square feet, living space. The definition of "main building" includes a mobile home. (Ord. 558 (part), 1996; Ord. 547 §2(part), 1994; Ord. 524 §7, 1992; Ord. 497 §1(part), 1989; Ord. 368 §2, 1981; Ord. 180 §1, 1963; Ord. 153 §§5.10--5.18, 1959).

17.10.042 Determination of compatibility. It shall be the responsibility of the planning commission to determine if a proposed mobile home installation in an R-1 or R-1-2 district will be compatible with the neighborhood. Upon applying for a building permit for the installation of a mobile home, the applicant shall furnish the building official with a site plan, a description of the roof and siding materials, and roof pitch, and pictures of the mobile home from all four sides. This data shall be submitted to the planning commission, who shall determine compatibility of the proposed installation with the neighborhood, and who shall, within forty days of submission to it of the

**EXHIBIT "B"**  
**EXISTING LANGUAGE**  
**R-2 ZONING DISTRICT**

17.12.020--17.12.040

dential development of single-family homes or apartments is or is intended to be the dominant use. (Ord. 493 §1(part), 1989; Ord. 153 §6.01, 1959).

17.12.020 Permitted uses. In R-2 districts, the following are permitted uses:

A. Uses as permitted in R-1 district as set forth in Section 17.10.020 of this title;

B. One two-family dwelling (duplex) shall be permitted on a lot with a minimum size of six thousand square feet;

C. A triplex shall be allowed on a lot with a minimum size of nine thousand square feet of lot area. For each additional three thousand square feet of lot area, an additional dwelling unit shall be allowed, with building type limited to either a duplex or triplex construction. (Ord. 558 (part), 1996; Ord. 493 §1(part), 1989; Ord. 153 §6.02, 1959).

17.12.030 Uses requiring permits. In R-2 districts uses requiring permits shall be the same as uses permitted in R-1 districts, as set forth in Section 17.10.030 of this title. (Ord. 493 §1(part), 1989; Ord. 153 §6.03, 1959).

17.12.040 Minimum height, bulk and space requirements. In R-2 districts, the minimum height, bulk and space requirements shall be as follows:

A. Lot area shall be six thousand square feet for an interior lot and seven thousand square feet for a corner lot;

B. Lot width, sixty feet for an interior lot and seventy-five feet for a corner lot;

C. Maximum main building coverage forty percent of lot area;

D. Front yard, twenty feet;

E. Side yard shall not be less than six feet for each side yard. Three feet shall be added to each required side yard for each story above the first story of any building. The side yard on the street side of each corner lot shall not be less than ten feet. A twenty foot minimum side yard shall be required where a two-story residential structure will be located on a lot which abuts the rear yard of a single-family lot;

F. Rear yard shall not be less than ten feet. An additional five feet shall be added to the required rear yard for each story over the first story of any building;

G. Building height limit, two and one-half stories, but not to exceed thirty-five feet. (Ord. 558 (part), 1996; Ord. 524 §8, 1992; Ord. 497 §1(part), 1989; Ord. 493 §1(part), 1989; Ord. 180 §2(part), 1962; Ord. 153 §§6.10--6.18, 1959).

EXHIBIT "B"  
EXISTING LANGUAGE  
R-3 ZONING DISTRICT

17.14.010--17.14.040

Chapter 17.14

R-3 NEIGHBORHOOD APARTMENT DISTRICT

Sections:

- 17.14.010 Generally.
- 17.14.020 Permitted uses.
- 17.14.030 Uses requiring use permits.
- 17.14.040 Minimum height, bulk and space requirements.

17.14.010 Generally. The following specific regulations and the general rules set forth in Sections 17.04.060 and 17.04.070 and Chapter 17.50 of this title shall apply in all R-3 districts. It is intended that this district classification be applied in areas where high density development of homes and apartments is the desirable use. (Ord. 493 §2(part), 1989; Ord. 153 §7.01, 1959).

17.14.020 Permitted uses. In R-3 districts, permitted uses shall be:

- A. Those uses permitted in the R-1 and R-2 districts;
- B. Multiple-family residential units, either attached or detached, with a density not exceeding either seventy bedrooms or twenty-eight units per acre, with a minimum lot size of one acre. (Ord. 558 (part), 1996; Ord. 493 §2(part), 1989; Ord. 153 §7.02, 1959).

17.14.030 Uses requiring use permits. In R-3 districts, uses requiring use permits shall be:

Those uses permitted in R-1 and R-2 districts, as set forth in Section 17.10.030 of this title. (Ord. 558 (part), 1996; Ord. 493 §2(part), 1989; Ord. 153 §7.03, 1959).

17.14.040 Minimum height, bulk and space requirements. In R-3 districts, the minimum height, bulk and space requirements shall be as follows:

- A. Lot area, one acre;
- B. Lot width, one hundred feet;
- C. Maximum main building coverage, sixty percent of lot area;
- D. Front yard, twenty feet;
- E. Side yard shall not be less than six feet for each side yard. Three feet shall be added to each required side yard for each story above the first story of any building. The side yard on the street side of each corner lot shall not be less than ten feet. A twenty foot minimum side yard shall be required where a two-story residential structure

**EXHIBIT "B"**  
**EXISTING LANGUAGE**  
**R-4 ZONING DISTRICT**

17.16.030

F. Incidental and accessory buildings and uses on the same lot with and necessary for the operation of any permitted use;

G. Advertising signs pertaining directly to a permitted nonresidential use on the property, and not to exceed one sign of a maximum area of six square feet for any such use, or as specified in the use permit. (Ord. 558 (part), 1996; Ord. 153 §8.02, 1959).

17.16.030 Minimum height, bulk and space requirements. In R-4 districts, the minimum height, bulk and space requirements shall be as follows:

- A. Lot area, one acre;
- B. Lot width, one hundred feet;
- C. Maximum main building coverage, sixty percent of lot area;
- D. Front yard, twenty feet;
- E. Side yard shall not be less than six feet for each side yard. Three feet shall be added to each required side yard for each story above the first story of any building. The side yard on the street side of each corner lot shall not be less than ten feet. A twenty foot minimum side yard shall be required where a two-story residential structure will be located on a lot which abuts the rear yard of a single-family lot;
- F. Rear yard shall not be less than ten feet. An additional five feet shall be added to the required rear yard for each story over the first story of any building;
- G. Sec. 8.17 Distances between main buildings on same lot, ten feet,
  - 1. Group dwellings in a single row "side-to-side" series facing a side lot line; side yards to the rear of buildings, eight feet; side yards in front of buildings, fourteen feet,
  - 2. Group dwellings in a row "side-to-side" series facing a central court; side yards to the rear of buildings, eight feet; width of central court, twenty-four feet. Distance between buildings, ten feet,
  - 3. The rear yard on a lot on which a dwelling group is constructed may be reduced to not less than twelve feet. No building in a group dwelling development shall have a rear thereof abutting upon a street;
- H. Loading areas, as specified in use permit;
- I. Building height limit, two and one-half stories, maximum height thirty-five feet. (Ord. 558 (part), 1996; Ord. 524 §10, 1992; Ord. 497 §1(part), 1989; Ord. 180 §1 (2), 1962; Ord. 153 §§8.10--8.20, 1959).

**EXHIBIT "C"**  
**LEGAL NOTICE**

**PUBLIC NOTICE-PUBLIC HEARING**  
**AN ORDINANCE OF THE CITY OF CORNING AMENDING THE**  
**MINIMUM HEIGHT BULK AND SPACE REQUIREMENTS**  
**REZONE NO. 2008-2; ORDINANCE NO. 633**

**WHAT IS BEING PLANNED:**

The City of Corning is considering adopting an ordinance that would amend Chapters 17.10, 17.12, 17.14 & 17.16 of the Corning Municipal Code regarding Minimum Height, Bulk and Space Requirements in residential zones as follows:

**Section 1.** Section 17.10.040 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, forty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

**Section 2.** Section 17.12.040 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, fifty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

**Section 3.** Section 17.14.040 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, sixty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

**Section 4.** Section 17.16.030 (C) of the Corning Municipal Code would be amended to read as follows; Maximum building coverage, sixty-five percent of lot area. Minimum width of any residential structures shall be twenty feet.

The City of Corning Planning Commission, at a Public Hearing held on Tuesday, December 16, 2008, voted 4:0:1 to recommend that the Corning City Council adopt Ordinance 633 and amend Chapters 17.10, 17.12, 17.14 & 17.16 of the Corning Municipal Code.

**WHY THIS NOTICE:**

The City wants you to be aware that information on Ordinance 633 is available for your review at City Hall, 794 Third Street in Corning. A Public Hearing will be held by the Corning City Council in the City Council Chambers in City Hall at 794 Third Street. The meeting will begin at **7:30 p.m. on Tuesday, January 13, 2009**. You are welcome to attend the Public Hearing to ask questions or to comment. Your written comments may be given to the City Council at the Hearing. If mailed, comments must be received by the City Clerk prior to the meeting. We are sorry but City staff cannot forward your verbal comments or questions to the City Council. Verbal comments or questions must come from you during the Public Hearing. Please note if this project is challenged in court, you may be limited to raising only those issues that were raised at the Public Hearing or in writing delivered to the City Council at or prior to the Public Hearing.

**FOR MORE INFORMATION REGARDING THIS PROJECT PLEASE CONTACT:**

John Stoufer, Planning Director  
794 Third Street  
Corning, CA 96021

(530) 824-7036

EXHIBIT "D"



SUBDIVIDED LAND II

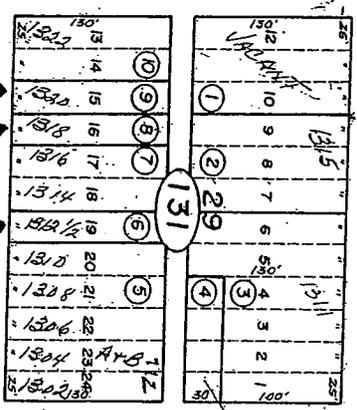
C. 15, BANE 1/4, SEC. 22, T. 24N., R. 3W., M. D. B. 8.M.

Tax Area Code 1-00

71-13

80' YOLO

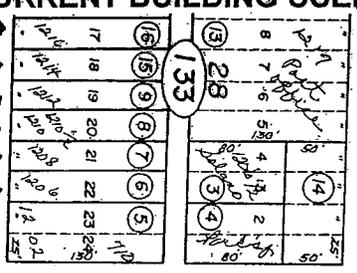
80' ST.



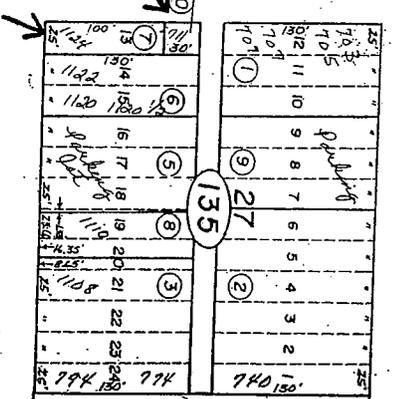
APN: 71-131-04

ONLY PARCEL ON THIS PAGE ZONED RESIDENTIAL, CURRENT ZONING R-4 HAS CURRENT BUILDING USED AS A GYM

80' ST.



80' ST.

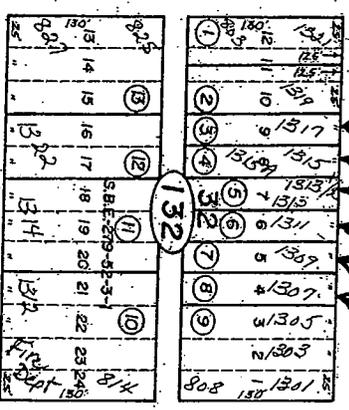


80' ST.

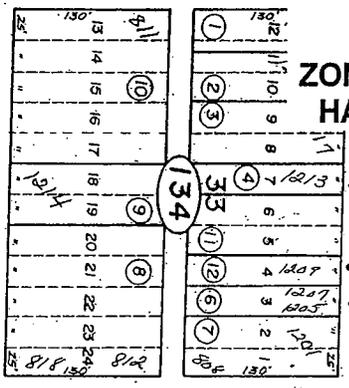
80' ST.

80' 6th

80' MARIN

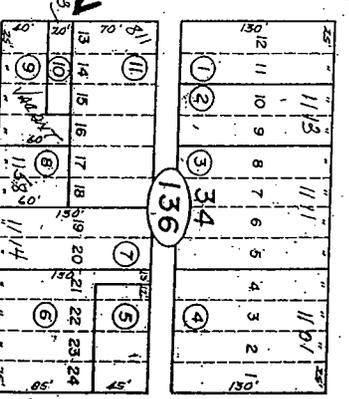


80' 5th

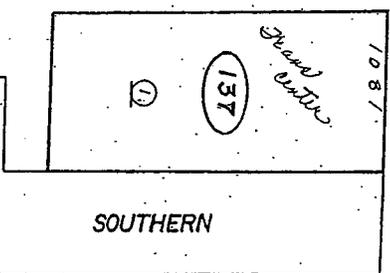


80' 4th

Lot B & 9 = 7500 sq ft



80' 3rd



SOUTHERN

PACIFIC

R.R.

YOLO ST.



NOTE - Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 71 - Pg. 13, County of Tehama, Calif.





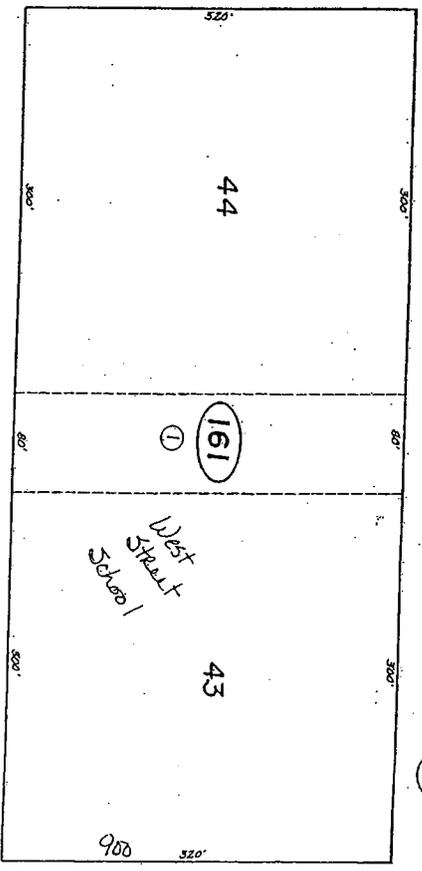
McKINLEY AVE.

MARIN AVE.

UNDIVIDED LAND IN NE 1/4 SEC. 22, 1.24N., R. 3W., M.D.B. & M.

71-16

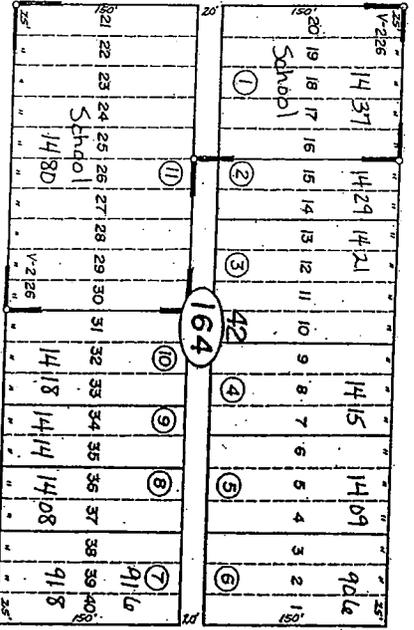
AVE. 8



(12)

AVE. 80°

W.A. O.A. H.A.



ST. 8

ST. 8

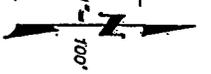
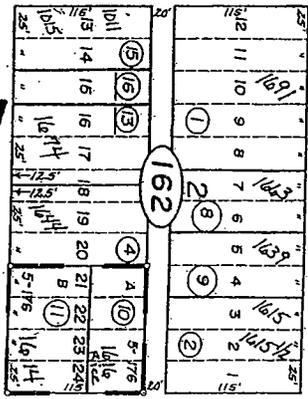


EXHIBIT "D"

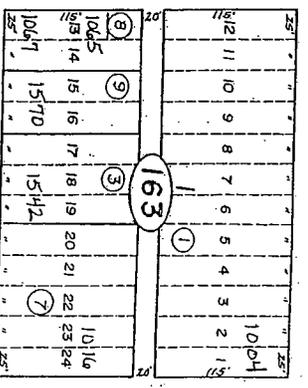
TAFT AVE.

HOUGHTON

SOUTH

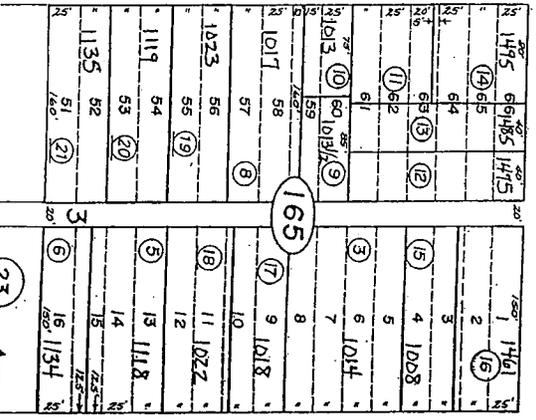


HOAG ST.



AVE. 105

WEST



AVE. 90°

AVE. 90°

ST. 8

(17)

R. R. R. R. R. R. P. I.

APN: 71-162-16  
ZONED R-1-2

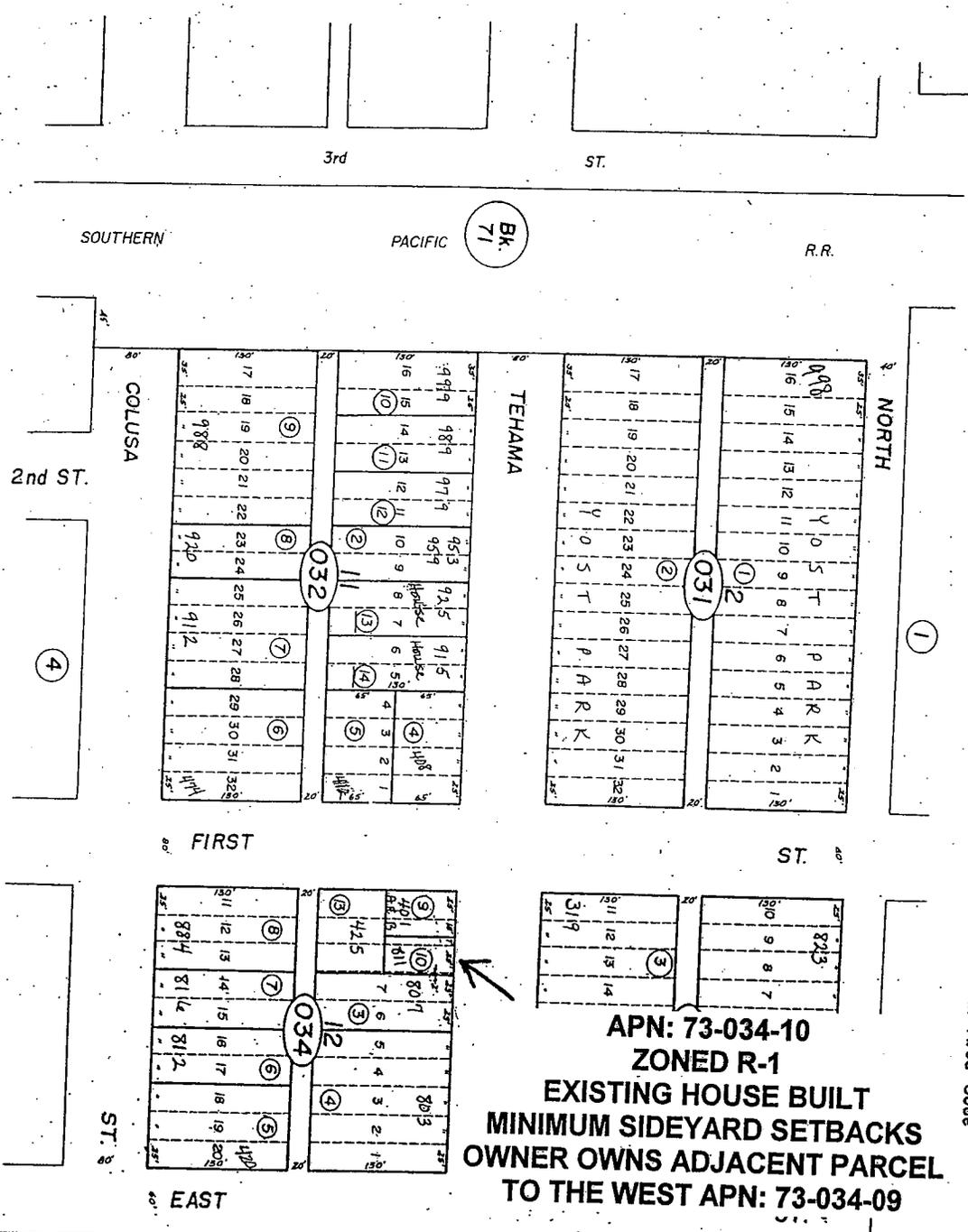
BACKYARD OF ADJACENT PARCEL IS FENCED IN  
OWNER OWNS ADJACENT PARCEL TO THE WEST. APN: 71-162-15

Home Addition  
Western Addition  
Olive Addition  
6-P.M. No. 78-157

NOTE-Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 71 -Pg. 16  
County of Tehama, Calif.

EXHIBIT "D"



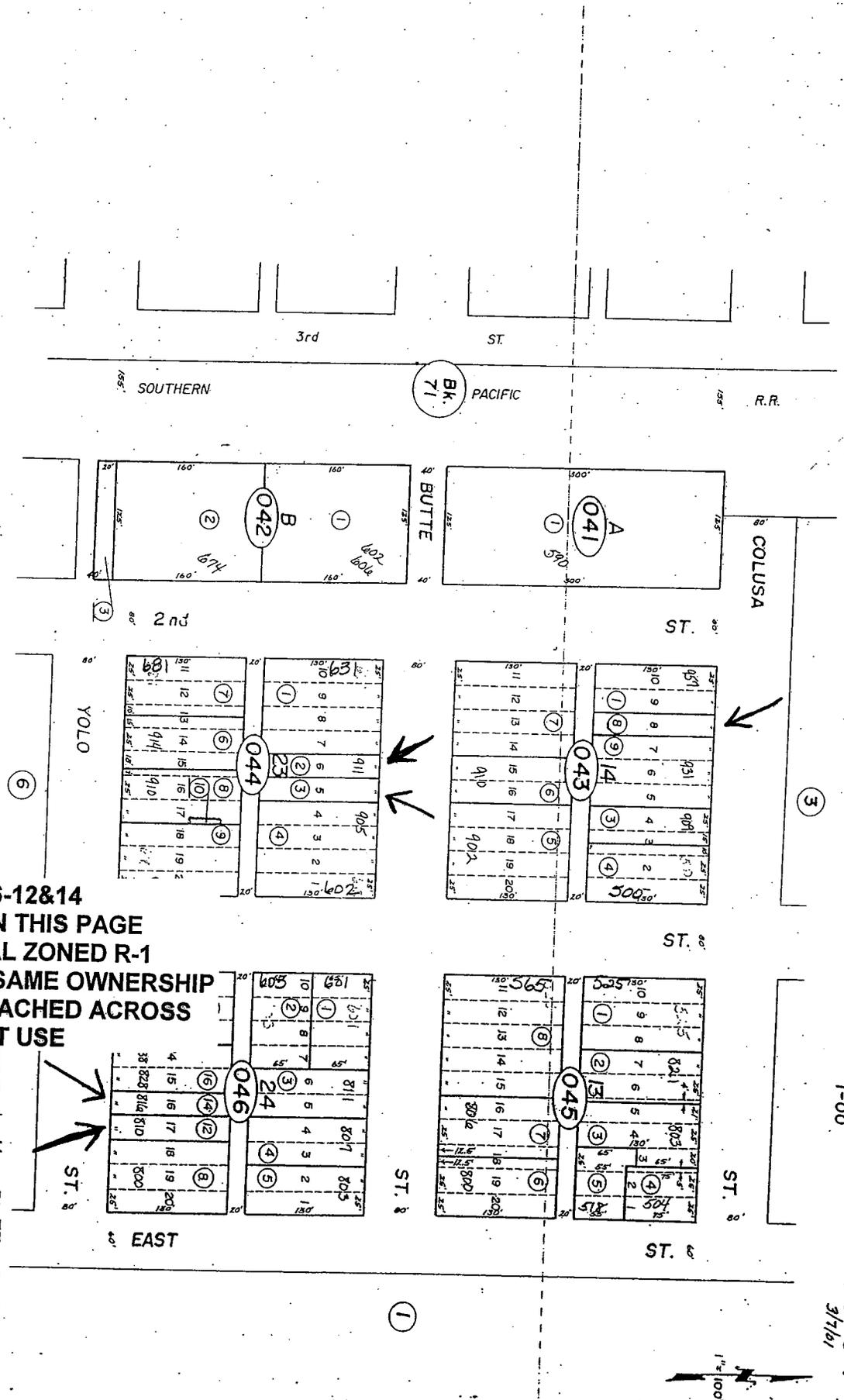
NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 73 - Pg. 03  
County of Tehama, Calif.

Tax Area Code

73-03

EXHIBIT "D"



NOTE - Assessor's Block Numbers  
Assessor's Parcel Numbers

APN'S: 73-046-12&14  
ONLY PARCELS ON THIS PAGE  
ZONED RESIDENTIAL ZONED R-1  
BOTH PARCELS UNDER SAME OWNERSHIP  
DUPLEX BUILDING ATTACHED ACROSS  
P/L CURRENT USE

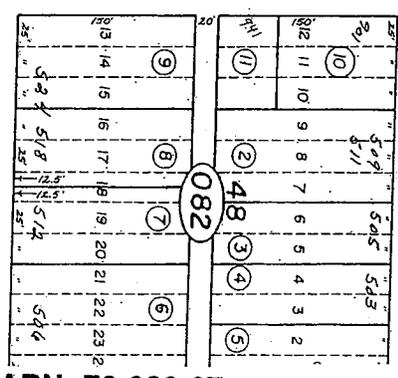
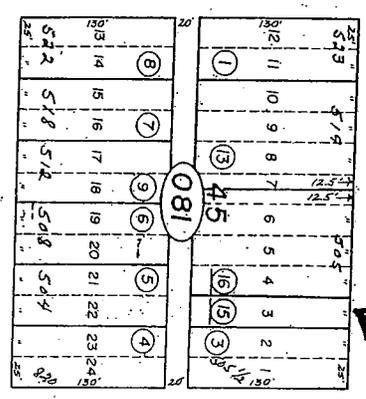
Assessor's Map Bk. 73 - Pg. 04  
County of Tehama, Calif.

tax Area Code  
1-00

13-U4  
3/7/01

SEC. 14  
SEC. 23

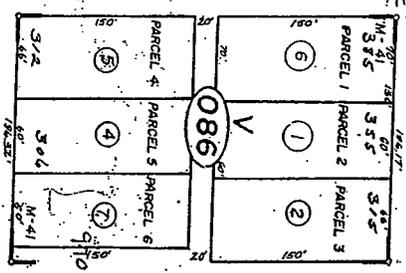
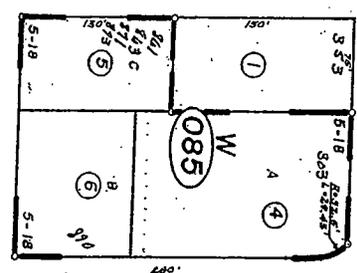
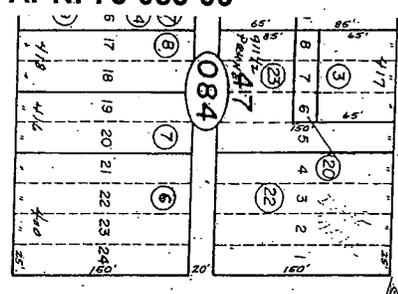
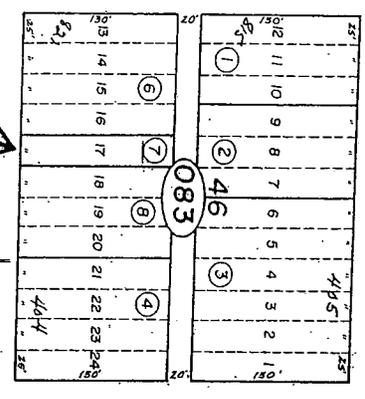
SOLANO



APN: 73-083-07

**ONLY PARCEL ON THIS PAGE  
ZONED RESIDENTIAL ZONED R-1-2  
SIDEYARD FOR EXISTING HOUSE TO  
THE WEST UNDER SAME OWNERSHIP**

APN: 73-083-06



Assessor's Map Bk. 73 - Pg. 08  
County of Tehama, Calif.

NOTE - Assessor's Black Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.



EXHIBIT "D"

SUBDIVIDED LAND IN NW1/4, SEC. 23, T.24N, R.3W., M.D.B.&M.

Area Code

73-11

SOUTH

ST. 80

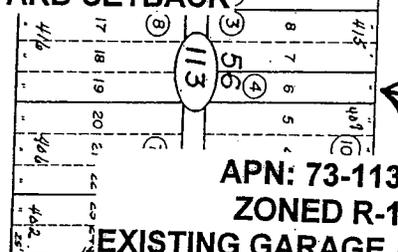
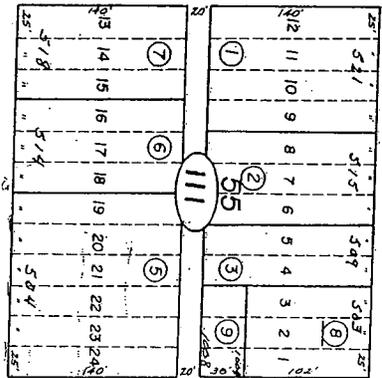
ST. 80

ST. 8

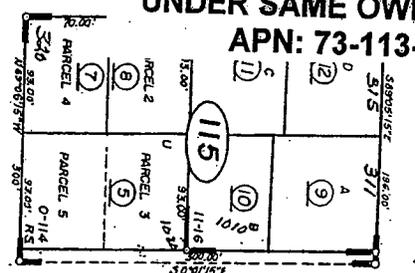
ST. 8

10

WALNUT



APN: 73-113-04  
ZONED R-1-2  
EXISTING GARAGE ATTACHED  
TO RESIDENCE TO THE WEST  
UNDER SAME OWNERSHIP

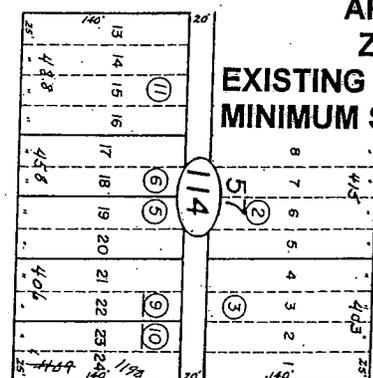


APN: 73-113-03

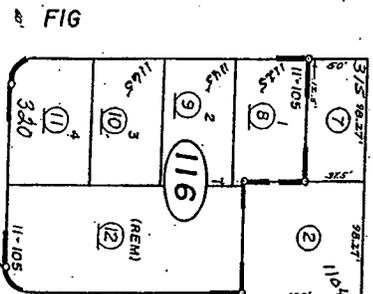
PEAR

CHESTNUT

PRUNE



APN: 73-111-09  
ZONED R-1-2  
EXISTING DUPLEX BUILT WITH  
MINIMUM SIDEYARD SETBACK

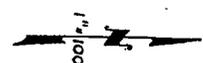


MARGUERITE

R.M. Bk. B, Pg. 5-Maywood Addition  
R.S. Bk. O, Pg. 114 - Lot U, Maywood Addition  
P.M. Bk. II, Pg. 16 - P.M. No. 94-13  
P.M. Bk. II, Pg. 105 - P.M. No. 95-38

NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 73 - Pg. 11  
County of Tehama, Calif.



73-11

EXHIBIT "D"

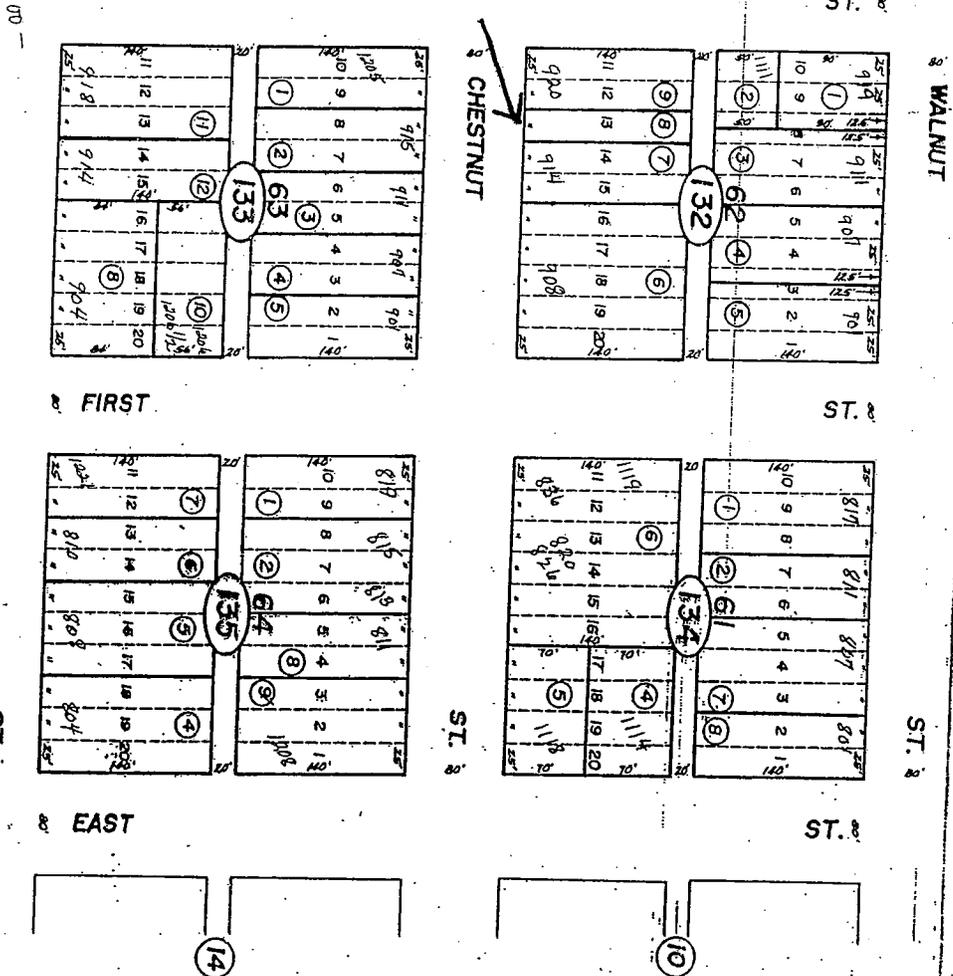
SUBDIVIDED LAND IN NW/4, SEC 23, T 24N, R 3W, M.D.B.G.M.

R.S. Bk. S, Pg. 233  
R.M. Bk. B, Pg. 5 - Maywood Addition

SOUTHERN

Bk. 71 PACIFIC

APN: 73-132-08  
ZONED R-1-2  
DRIVEWAY FOR EXISTING RESIDENCE  
TO THE EAST UNDER SAME OWNERSHIP  
APN 73-132-07



NOTE - Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 73 - Pg. 13  
County of Tehama, Calif.





# City of Corning

794 Third St. Corning, CA 96021 (530) 824-7020 Fax (530) 824-2489

## EXHIBIT "E" LETTER MAILED WITH LEGAL NOTICE

January 5, 2009

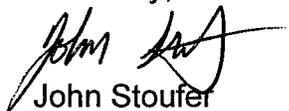
TO: Property Owners that own assessed 25' wide parcels within the City of Corning.

You are being sent this letter, with the attached Public Hearing Notice, because the Assessor's Parcel Maps indicate that you own a single assessed 25' wide parcel within the City of Corning, that is zoned residential, and to inform you that the City is considering adopting Ordinance No.633.

**This ordinance would prohibit residential development on the 25' wide lots that were created in the late 1800's and early 1900's and are currently zoned for single or multi family residential use. It would also establish a maximum building coverage in the R-1 through R-4 Zoning Districts.**

If you have any questions or would like any additional information regarding this ordinance or the public hearing please give me a call at 530-824-7036.

Sincerely;

  
John Stoufer  
Planning Director

*mailed 1/5/9*

ITEM NO. L-19  
RATIFY MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY AND OPERATING ENGINEERS  
LOCAL #3 REPRESENTING CITY OF CORNING  
DISPATCHERS ASSOCIATION BARGAINING UNIT  
JANUARY 13, 2009

TO: HONORABLE MAYOR AND COUNCIL MEMBERS   
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

**SUMMARY:**

A three year Agreement, dated December 17, 2008, has been reached between the City of "Corning Dispatchers Association" bargaining unit and the City of Corning. This Unit represents the Police and Fire Dispatchers. It is ready for City Council ratification. The term of the agreement is January 1, 2009 through December 31, 2011.

The total **Annual increased cost for this "total compensation" package is \$30,524** for the first year and approximately \$19,000 more for each of the remaining two years of the contract.

**BACKGROUND:**

The key elements of the new Agreement provide for the following:

- **Salary increase** of 6% in Fiscal Year 2008-09 followed by a 4% salary increase in each of the two following years. The first year added cost totals \$27,216 and includes all salary and benefits. Second and third year costs are approximately \$19,000 more for each year.
- **Sick Leave Conversion Upon Retirement increase** of the percentage value of employee's accrued Sick Leave to 70% for 16 through 20 years of service with City (increased from previous 60%), and 80% (increased from previous 70%) for 20 plus years of service with the City.
- **Longevity Pay:** 2.5% after 13 years (was 15 years); 5% after 18 years (20 years) and not compounded with the 2.5%. Both become effective the first pay-period after anniversary date.
- **Life Insurance:** Increase in City paid Life Insurance from a \$20,000 policy per employee to **\$70,000** group term life policy at an increased cost of \$2,808, annually (included in total above).
- **Vacation:** Effective January 1, 2009, employees shall earn vacation with pay at the rate of 200 hours per year after fifteen years of City employment (adds one additional week of vacation) with a maximum carryover of 120 hours at the start of each new calendar year. All hours in excess of the 120-hour carryover will be paid off at the close of each calendar year.
- **Uniform Allowance Increase:** Police Dispatchers will receive \$625 per year (**increase of \$50**); Fire Dispatchers will receive \$525 per year (**increase of \$50**) at an increased cost of \$500, for the first year (included in total above).
- **Holiday in Lieu Pay:** Changes payment date from December 1<sup>st</sup> to last pay-period in November.
- **Shift Differential:** The City does not pay a shift differential for hours other than day shift but agreed on the addition of this New Clause providing that if any other bargaining unit within the City of Corning receives any Shift Differential compensation, this bargaining unit shall receive the same compensation and parity will be achieved either by flat rate or percentage of salary based on the actual salary of bargaining unit members.

- **Training Officer Pay:** New Clause: Members will receive 2.5% Training Officer Pay when assigned in writing by the Fire Chief or Police Chief.
- **P.O.S.T. Dispatcher Certification Pay:** New Clause: Effective the pay-period closest to the date the City ratifies the Memorandum of Understanding: Additional 2.5% of base pay for employees possessing a California Peace Officers Standards and Training Commission "Intermediate Certificate"; and 5% of base pay for employees possessing a P.O.S.T. "Advanced Certificate". The maximum P.O.S.T. Certificate pay that employees can earn is 5%.
- **Bi-lingual Pay:** Grants additional 2.5% to employees certified as bi-lingual and able to demonstrate the ability to converse in Spanish sufficient to serve the needs of the City. Bi-lingual Pay can be terminated by City Manager if the ongoing use of the bi-lingual skills are no longer required and/or employee fails to perform the duties at a skill level which meets established standards.
- **Compensatory Time (CT):** CT is time off (leave) given in lieu of paid overtime for public employees according to the Federal "Fair Labor Standards Act". Members of the Bargaining Unit are allowed to accrue up to a maximum of 100 hours annually upon the Fire or Police Chief's discretionary authority, CTO time may be carried into the following year, but at no time can it exceed the 100 hours. The intent is to limit the amount of CT on the books for each employee.

The City also agreed to maintain the current policy on Health Insurance, which provides for increases in Health Insurance costs to be divided and shared equally between the City and the individual employee. The Employee currently pays as much as \$550.50 per month for the most expensive of the three Insurance Plans offered by the City and the City contributes \$1,027.50 per month.

#### **FINANCIAL IMPACT:**

**The Adopted Annual Budget includes the funding for this increase. The additional \$500 annual cost for uniforms and the additional \$2,808 for life insurance is not budgeted but will be absorbed in the Police and Fire budgets.**

#### **RECOMMENDATION:**

**MAYOR AND COUNCIL RATIFY THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORNING AND THE CITY OF CORNING DISPATCH ASSOCIATION REPRESENTED BY OPERATING ENGINEERS LOCAL #3 AT AN ANNUAL INCREASED COST OF \$30,524 PLUS AN AVERAGE \$19,000 MORE IN YEARS 2 AND 3 OF THE AGREEMENT.**



## **MEMORANDUM OF UNDERSTANDING**

Between

**CITY OF CORNING**

And the

**CITY OF CORNING DISPATCHERS  
ASSOCIATION**

For

**DISPATCHER UNIT**

Effective: January 1, 2009 - December 31, 2011  
(3-year term)

Ratified January 13, 2009

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into between **CITY OF CORNING DISPATCHERS ASSOCIATION**, hereinafter referred to as "Association", and the designated representatives of the **CITY OF CORNING**, hereinafter referred to as the "City", pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Sections 3500, et seq.).

## **ARTICLE 1 DEFINITIONS**

### **1.1 DEFINITIONS:**

A. City: The term "City", as used herein, shall refer to the City of Corning.

B. Association: The term "Association", as used herein, shall refer to the City of Corning Dispatchers Association.

C. Employee: The term "Employee", as used herein, shall mean an employee filling a regularly budgeted position in a City classification which has been designated to the Dispatchers Unit under the Employee Relations Policy of the City of Corning.

D. Employee Anniversary Date: The term "employment anniversary date", as used herein, shall mean the anniversary date of the employee's most recent employment with the City.

E. Step Anniversary Date: The term "step anniversary date", as used herein, shall mean the date upon which an employee has finished serving the requisite amount of time in order to be eligible for a salary step increase. A new time period for such requisite service shall commence upon the occurrence of any of the following events: promotion; reclassification; implementation of a Memorandum of Understanding provision or Side Letter of Understanding specifying a movement into a new step or an increase in the rate paid for the step currently held by the employee.

## **ARTICLE 2 RECOGNITION**

2.1 The City hereby recognizes the Association as the bargaining representative for the purpose of meeting and conferring on matters within the scope of representation.

## **ARTICLE 3 NON-DISCRIMINATION**

3.1 No Employee covered by this Memorandum of Understanding shall be discriminated against by the City, or by the Association, by reason of race, color, religion, sex, age or national origin.

3.2 The City shall not discharge, or otherwise discriminate against any Employee by reason of Association activities not interfering with the proper performance of his/her work.

**ARTICLE 4  
PAY ROLL DEDUCTIONS**

4.1 The City agrees to deduct from the wages of its Employees Association fees and dues and to transmit the monies so deducted to the responsible financial representative designated by the Association. An Employee desiring such deduction or deductions shall sign a proper assignment form authorizing the deductions and present the completed form to the City Payroll Office. The Association shall hold harmless the City in all transaction associated with such deductions.

4.2 The City agrees to deduct from the wages of its Employees Credit Union deductions and to transmit the monies so deducted to the Credit Union. An Employee desiring to have such a deduction or deductions made shall sign a proper assignment form authorizing such deduction.

4.3 Such deductions shall not be made more often than once per month.

**ARTICLE 5  
MANAGEMENT RIGHTS**

5.1 The City retains the exclusive right to manage the City. All the rights, powers, functions and authority of the City which it had prior to the time the Association became certified as representative of the Employees of the City and which are not limited or modified by specific provisions of the Memorandum are retained by the City. The City specifically retains the right to manage and supervise its Employees as follows:

(A) To hire, promote, transfer, assign, classify positions, retain employees, and to suspend, demote, discharge or take other disciplinary action against employees.

(B) To lay-off or demote Employees from duties because of lack of work, lack of funds, in the interest of economy, or other legitimate reasons.

(C) To determine the policies, standards, procedures, methods, means and personnel by which City operations are to be conducted.

(D) To take whatever actions may be necessary to carry out the City in situations of emergency.

(E) To limit or prohibit the right of Employees in certain positions or classes of positions from forming, joining, or participating in employee organizations as provided in the California Government Code, and designating such employees in the current Schedule of Department and Authorized Positions adopted by resolution.

(F) Nothing in this policy shall be construed to interfere with the City's right to manage its operations in the most economical and efficient manner consistent with the best interests of citizens, taxpayers, and employees of the City.

## **ARTICLE 6 ASSOCIATION RIGHTS**

6.1 The Association recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of the City of Corning consistent with its obligations to the Employees it represents.

6.2 City and Association affirm the principle that harmonious City-employee relations are to be promoted and furthered. When a person is hired in any of the covered job classifications, the City shall notify that person that the Association is the certified representative for the Employees and shall notify the Association of such hiring.

6.3 The City shall provide the Association space to erect a bulletin board in each area where Employees covered by this Memorandum are assigned.

6.4 The City Manager shall be notified in advance by the Association President of the name of any official representative designated by the Association. Such representative shall have reasonable access to Employees within the Unit to insure compliance with the provisions of this Memorandum of Understanding, provided such access does not interfere with City business. Solicitation for membership shall not be conducted during working time.

6.5 The officially designated representative of the Association shall have access to any Unit Employee or Employees presenting a grievance, and Employees have the right to have the representative represent them at all formal stages of disciplinary action.

6.6 The Association may designate one (1) employee as Association Steward. The Association President shall notify the City Manager of such designation.

6.7 In addition to regularly assigned work, the Association Steward shall be permitted reasonable time during working hours to notify the Association President, or any official representative designated by the Association of any violations of this Memorandum. Employees are authorized to contact their Association Steward during working hours to report a grievance or violation of this Memorandum.

## **ARTICLE 7 PEACEFUL PERFORMANCE**

7.1 The parties to this Memorandum of Understanding recognize and acknowledge that the services performed by the City Employees covered by this Memorandum of Understanding are essential to the public health, safety and general welfare of the residents of the City of Corning. The Association agrees that under no circumstances will the Association recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, sick-out, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office or department of the City, nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any member of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said work stoppage has ceased.

7.2 In the event of any work stoppage during the term of this Memorandum of Understanding, whether by the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such action is illegal and unauthorized, and further direct its members in writing to cease the said conduct and resume work. Copies of such written notice shall be served upon the City. If in the event of any work stoppage, the Association promptly and in good faith, performs the obligations of this paragraph, and providing the Association has not otherwise authorized, permitted or encouraged such work stoppage, the Association shall not be liable for any damages caused by the violation of this provision. However, the City shall have the right to discipline, including discharge, any employee who instigates, participates in, or gives leadership to, any work stop-page activity herein prohibited, and the City shall also have the right to seek full legal redress including damages, as against any such employee.

## **ARTICLE 8 PAYMENTS**

8.1 This Memorandum is intended to cover all aspects of wages, hours, and working conditions for Employees covered herein; therefore, nothing in this Memorandum shall prevent the City from modifying any employee benefits or benefit plans not specifically provided for in this Memorandum such as retirement plans, salary continuation plans, etc., subject to meet and confer.

8.2 If an Employee covered by this Memorandum is permanently assigned work of a substantially new or different nature so as to constitute a new job classification, the City and the Association shall consult to determine the wage rate through the established procedures.

8.3 Employees will be paid bi-weekly, no later than five (5) days following the end of the preceding payroll period. If the fifth day is a holiday, Employees will be paid on the preceding day.

## **ARTICLE 9 PREVAILING RIGHTS**

9.1 This Memorandum of Understanding contains all of the covenants, stipulations and provisions agreed upon by the parties. It is understood that all items relating to Employees' wages, hours, and other terms and conditions of employment not covered in this Memorandum of Understanding shall remain the same, except as specifically mentioned in this Memorandum of Understanding; therefore, for the life of this Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issues, whether specifically bargained about prior to the execution of this Memorandum of Understanding or which may have been omitted in the bargaining which led up to the execution of this Memorandum of Understanding, except by mutual agreement of the parties or as specifically mentioned in this Memorandum of Understanding.

**ARTICLE 10  
CLASSIFICATIONS AND WAGES**

10.1 For the period of this agreement, Association Members will be paid in accordance with the monthly salary schedule and effective dates as shown in Exhibit "A". Employees will be eligible for step increases on their step anniversary dates. Employees may advance to the next step in the pay schedule upon satisfactory completion of the required time in the lower step. The time required between step A and B and B to C shall be (6) six months. For advancement from step C to D and step D to E shall be (12) twelve months.

(A) **Effective January 1, 2009** the monthly salary schedule for Association Members shall be increased by six percent (6%) for all members of the bargaining unit provided the City Council ratifies the Memorandum of Understanding (MOU) on January 13, 2009.

(B) **Effective January 1, 2010**, the monthly salary schedule for the Association Members shall be increased by four percent (4%) for all members of the bargaining unit existing on January 1, 2010.

(C) **Effective January 1, 2011**, the monthly salary schedule for the Association Members shall be increased by four percent (4%) for all members of the bargaining unit existing on January 1, 2011

10.2 Employees may be appointed to a classification at any step, A through E, as determined by the City Manager.

10.3 **Longevity Pay:** Employees will be eligible for longevity performance incentive pay under the following conditions:

(A) Annual satisfactory performance evaluations will be required to receive and maintain annual pay increase.

(B) A performance evaluation will be made 30 days before the employee's anniversary date.

(C) Qualifying employees will receive a longevity performance incentive pay increase to be added to their base rate as follows:

1. Two and one half (2.5%) percent after thirteen (13) years, effective the first pay period after anniversary date.
2. Five (5%) percent after 18 years, effective the first pay period after anniversary date, (not compounded with the 2.5%).

(D) In the event the employee is denied a longevity performance incentive pay increase, the employee may request the City Manager for review and to make final determination. The matter may not be filed under any other grievance procedure.

(E) This plan will be implemented for all eligible employees effective January 1, 2009. The initial performance increase will be effective the first pay period following a satisfactory performance evaluation. The initial evaluation is to be made in the month of

January 2009. Such increase will remain in effect to the employee's next anniversary date prior to which time a reevaluation is required.

**10.4 Bi-lingual Pay:** Effective the pay-period closes to the date the City Council ratifies the MOU, the City agrees to provide an additional two and one-half (2.5%) base pay to qualified employees for the incidental duties related to the assignment under the following conditions:

(A) An employee must be certified as bi-lingual.

(B) The City Manager will establish standards for qualifying employees and for an ongoing review of skills. The City Manager will require that employees demonstrate the ability to converse in Spanish sufficient to serve the needs of the City.

(C) The City Manager shall terminate the assignment if the ongoing use of the bi-lingual skills are no longer required and/or the employee fails to perform the duties at a skill level which meets the established standards.

**10.5 P.O.S.T. Dispatcher Certification Pay:** Effective the pay period closest to the date the City Council ratifies the Memorandum of Understanding (MOU):

(A) Employees who possess a P.O.S.T. Intermediate Certificate will receive an additional two and one-half (2.5%) percent of base pay.

(B) Employees who possess a P.O.S.T. Advanced Certificate will receive an additional five (5%) percent of base pay.

(C) The maximum P.O.S.T. Certificate pay that employees can earn is five (5%) percent.

**10.6 Shift Differential:** If any other bargaining unit within the City of Corning receives any SHIFT DIFFERENTIAL compensation, this bargaining unit shall receive the same compensation as the other bargaining unit. It is the intent of this language that parity will be achieved either by flat rate, or percentage of salary based on the actual salary of bargaining unit members.

**10.7 Training Officer Pay:** Effective the pay period closest to the date the City Council ratifies the Memorandum of Understanding (MOU) that Fire and Police Dispatchers, when assigned in writing by the Fire Chief or Police Chief shall receive, in addition to regular pay, a two and one-half (2.5%) percent premium for serving as Training Officers for the period so assigned.

## **ARTICLE 11 OUT OF CLASSIFICATION PAY**

11.1 Any Employee who works out of classification shall be paid at the higher wage rate if the Employee works out of classification for four (4) hours or more and the City shall pay for the entire day.

**ARTICLE 12**  
**HEALTH AND WELFARE INSURANCE**

12.1 Currently the City offers a choice of four (4) Health and Safety Insurance Policies; (1) Operating Engineers Public Employees' Health and Welfare Plan; and (3) different tier Blue Shield Health Savings Account Plans. All Employees and their eligible dependents may participate in the Operating Engineers Public Employees' Health and Welfare Plan, with a composite rate of (\$1,578) fifteen hundred and seventy eight dollars per month which is the rate in effect at the time of implementation of this MOU. The City will contribute to the cost of such plan up to (1,027.50) one thousand twenty-seven dollars and fifty cents per month towards the composite rate. The employee shall pay (\$550.50) five hundred fifty dollars and fifty cents per month. Future increases shall be divided equally between the City and the employee.

12.2 The City shall pay the fee for Employees who are not members of the Operating Engineers Local Number 3 Union in order to participate in the Union's Health and Welfare Plan.

12.3 The City shall increase the life insurance from twenty thousand dollars (\$20,000) to seventy thousand dollars (\$70,000) as soon as administratively feasible and continue to pay the life and disability insurance premiums. Life insurance for Employee shall be seventy thousand dollars (\$70,000).

12.4 The City shall have the option of replacing the Operating Engineers Public Employees Health and Welfare Plan with a plan of the City's choosing. If the City exercises this option, the City shall maintain coverage that is comparable and substantially equivalent to that provided currently under the present plan.

12.5 A Health Plan Review Committee, consisting of one employee from each bargaining unit, has been established and coordinated by the City Manager to review alternate health plans. This committee will study both the health plan and the short-term disability plan.

**ARTICLE 13**  
**WORKDAY AND WORKWEEK**

13.1 The regular workday for Association Members shall be either eight (8) hours, or twelve (12) hours, inclusive of mealtime. The regular work period consists of eighty (80) hours in any two-week pay period on duty except in an emergency or when the normal scheduled rotation requires a different duty arrangement.

13.2 Shifts, schedules, rotations and assignments, including weekends and holidays shall be the sole prerogative of the City. The City will give fifteen (15) day written notice of change to the affected employees.

13.3 The City may institute an optional work schedule to the (5-8, 3-12, or 4-12) shift by giving the Association and the affected employees a (30) thirty days written notice. Should optional work schedule hours be different than a regular eight hours per day (example: 9, 10 or 12 hour days) the optional hours shall constitute a "regular workday", for the purpose of daily overtime pay as defined in section 14.1.

## **ARTICLE 14 OVERTIME**

14.1 All time worked in excess of the "regular workday" either over 8 hours, or over 12 hours, depending on the schedule, or over (80) eighty hours per two-week pay period shall be considered over-time. Overtime shall be compensated therefore at the rate of time and one-half the Employee's regular pay rate, which will be paid in the same manner as other wages.

14.2 The Employee shall, on termination of employment, be entitled to be paid all accumulated overtime, together with the Employee's normal wage.

14.3 All payments for overtime worked will be made with the regular salary check for the pay period in which it was earned.

14.4 **Compensatory Time in lieu of overtime (CTO):** Association Members of the Bargaining Unit may accrue up to a maximum of one hundred (100) hours annually upon the Fire or Police Chief's discretionary authority. CTO time may be carried into the following year, but at no time can it exceed the one hundred (100) hours. Management shall approve when employees can take time off taking into consideration the desire of the employees and the operational needs of the department. The Fire Chief or Police Chief and employees may mutually agree to pay out any or all CTO time. All unused CTO shall be paid upon termination. All CTO in excess of one hundred (100) hours shall be paid.

## **ARTICLE 15 STAND-BY COMPENSATION**

15.1 When the City requires an Employee to remain available for call back at any time, the Employee shall receive stand-by pay.

15.2 When an Employee is required to stand-by, such employee shall be compensated for such stand-by time at the rate of two (2) hours of straight-time compensation for each accumulated eight (8) hours of stand-by.

15.3 The City reserves the right to close any facility if the City determines, in its sole discretion, that the facility needs not be open. The Association acknowledges that Employees do not have the right or privilege to stand-by at non-public City facilities without the express consent of the City.

## **ARTICLE 16 CALLBACK COMPENSATION**

16.1 When the City requires an Employee to return to work other than his regularly scheduled workday, the Employee shall be entitled to call-back compensation.

16.2 The City shall compensate the Employee a minimum of two (2) hours of overtime compensation irrespective of the actual time worked when an Employee is called back to perform an emergency task. In the event the task exceeds two (2) hours duration, the total overtime compensation shall be for the hours actually worked.

## **ARTICLE 17 SICK LEAVE**

17.1 Sick leave is available to an employee to use in case of illness, bodily injury, exposure to a contagious disease, medical or dental appointment or attendance upon seriously ill member of employee's immediate family, as defined by these rules. An employee may take paid sick leave after the first month of employment. Every effort by the employee shall be made to schedule appointments during non-work hours.

(A) Sick leave with pay shall be granted to all Employees. Sick leave shall be earned at the rate of (8) eight hours per calendar month of service, not to exceed a total maximum accumulation of (1920) nineteen hundred twenty hours. No sick leave shall be earned once the maximum accrual is reached.

17.2 The City agrees to pay fifty percent (50%) of Employee's unused accumulated sick leave upon retirement or death. Upon reduction in force, the City shall pay twenty-five percent (25%) of Employee's unused accumulated sick leave.

17.3 **Family Leave:** Employees with approval of the Department Head may use up to three (3) days accumulated sick leave per year for purpose of attending to immediate family during difficult or extended illness. Alternatives for care of family members should be pursued prior to requesting leave under this provision, and the Supervisor that stipulates to the necessity for such care and attendance may request copy of a written confirmation from the attending physician.

17.4 **Bereavement Leave:** In the event of a death in the immediate family, the Employee may take off up to four (4) days. The immediate family shall be defined as husband, wife, child, mother, father, brother, sister, grandparents and grandchildren. Such leave shall be charged to sick leave.

17.5 When an employee is off work as a result of a valid on-the-job injury sustained in the service of the City, the employee is entitled to use their accrued Sick Leave during the period of disability to make up the difference between their regular pay and the Workers Compensation Temporary Disability Payments. The City shall pay only that amount necessary to make up the difference between the employee's monthly rate and the amount payable to the employee as temporary disability payments from the Worker's Compensation Insurance Plan of the City. To take advantage of this benefit, the employee must forward their Temporary disability check to the City.

17.6 The City may require verification of the necessity for sick leave. Such verification may be in the form of a written statement from a doctor or a personal affidavit from the Employee. The City reserves the right to specify which of the two verification procedures will be required in any particular situation. If the City requires verification from a physician, the City shall pay for the cost of such verification to the extent such cost is not reimbursed by the Employee's health insurance.

17.7 If the City determines that an Employee has abused the provisions of the sick leave policy, the Employee shall be subject to disciplinary action.

17.9 **Sick Leave Conversion Upon Retirement:** In lieu of a cash out of sick leave, an employee, upon retirement under PERS, may choose as an option to convert a

percentage of the dollar value of the sick leave at the employee's current hourly base rate of pay as of the date of retirement, to pay the pre-paid health insurance premium up for a period of time up to age 65 according to the following conversion plan.

<u>Employee's years of Service with City:</u>	<u>Percentage value of employee's accrued Sick Leave:</u>
Through 15 years	50%
16 through 19 years	70%
20 or more years	80%

(A) Following is the procedure to account for the percentage value of converted sick leave. At the written request of the retiring employee, the City Staff will compute the dollar value of the accrued sick leave according to the percentages shown above and maintain an accounting in the employee's name deducting the amount of monthly City health insurance premium from the "balance".

(B) The value of sick leave does not accrue in a cash fund for each employee, therefore no actual funds are held in trust. The City simply agrees to pay the retiree's premium for a period of time until the balance value of the conversion is depleted.

(C) Should a retired employee want to stop their insurance premium payments under the Section, the employee must notify the City Manager in writing, giving the date payments should end, and City Staff will do an accounting of the actual dollar amount already paid out. Should this amount still be less than the fifty percent (50%) value provided for in the sick leave payoff provisions of this MOU Section 17.2, the balance will be paid to the employee.

(D) Should a retired employee die prior to fully using this benefit, any dependents covered under the health insurance may, if permitted to continue insurance coverage by the insurance carrier, receive the continuation of this benefit until fully expended. The benefit shall have no cash value to the employee's estate nor can the City accept any claim for payoff by heirs.

## **ARTICLE 18 UNIFORM ALLOWANCE**

18.1 The City agrees to furnish, at no cost to the Employees, necessary safety items required and determined by the City.

18.2 The City agrees to provide Fire and Police Dispatchers one summer and one winter uniform upon completion of the initial training period.

18.3 In addition:

(A) Police Dispatchers will receive \$625 per year Uniform Allowance effective January 1, 2009; and

(B) Fire Dispatchers will receive \$525 per year Uniform Allowance effective January 1, 2009.

**ARTICLE 19  
HOLIDAYS AND HOLIDAY PAY**

19.1 Association members shall receive "Holiday in Lieu Pay". The amount shall annually be equal to (126) one hundred twenty-six hours pay. The annual payment is to be made on the last pay period in November. This Holiday in Lieu Pay provision for Association Members replaces all previous policies and resolves any and all previous Holiday Pay issues.

**ARTICLE 20  
RETIREMENT**

20.1 The City provides retirement benefits under a contract with the Public Employees' Retirement System (PERS). The City shall pay the employee share of (7%) seven percent in addition to the City share for employees subject to the term of this MOU.

**ARTICLE 21  
VACATION**

21.1 Employees shall earn vacation according to the following:

(A) Employees shall earn vacation with pay at the rate of eighty (80) hours per year after one (1) year of City employment.

(B) Employees shall earn vacation with pay at the rate of one hundred twenty (120) hours per year after five (5) years of City employment.

(C) Employees shall earn vacation with pay at the rate of one hundred sixty (160) hours per year after ten (10) years of City employment.

(D) Effective January 1, 2009, employees shall earn vacation with pay at the rate of two hundred (200) hours per year after fifteen (15) years of City employment.

(E) The maximum number of vacation hours employees may carry over or have in a vacation account at the start of each new calendar year is one hundred twenty (120) hours.

**(F) Employees who have more than one hundred twenty (120) hours in their vacation account will have the excess vacation time paid off at the close of each calendar year.**

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

**ARTICLE 22  
PROBATION PERIOD AND EVALUATION**

22.1 All Employee evaluations will be made by the Employee's immediate Supervisor or the Employee's Department Head annually prior to the employee's anniversary date. In the event the immediate supervisor or Department Head is unable to complete the

evaluation, the City Manager may complete the evaluation. The City reserves the right to conduct formal evaluation summaries every six (6) months. Nothing contained herein should be construed to limit the right of the City to continually monitor and assess Employee performance and provide feedback to the Employee regarding the Employee's performance.

22.2 All new, promoted, and reclassified Employees are on probation for twelve (12) months. Current City Employees accepting a promotion to a higher classification retain the right to return to their former classification if the City determines during the probation period that they are unable to satisfy the requirements of the new classification.

### **ARTICLE 23 LAY-OFF POLICY**

23.1 The City may lay off Employees whenever it becomes necessary because of lack of work or funds, or whenever it is deemed advisable in the interests of economy to reduce the force in a department or office.

23.2 Persons shall be laid off in the following order:

(A) All extra help, temporary and provisional Employees in the same department and within the same job classification shall be laid off before any regular Employee is laid off.

(B) When it becomes necessary to reduce the force in any department or office by lay-off of regular Employees, seniority shall be the determining factor. In the case where seniority is equal, ability shall govern. The determination of ability shall be the exclusive responsibility of the Department Head, provided that in making such determination, consideration shall be given to skill, efficiency, knowledge, physical fitness, training and attitude toward fellow Employees.

23.3 Seniority shall be measured from the Employee's most recent initial appointment to City service, but shall not include any period during which such Employee was on leave without pay, or not actually in City employment because of the Employee's voluntary termination, lay-off or other cause; provided that, for any Employee who is re-employed after being discharged, seniority shall be measured from the date of the Employee's most recent appointment.

23.4 The City shall send written notice by certified mail, postage prepaid, return receipt requested, and correctly addressed to the last known mailing address of the Employee as found in the Employee's personnel file. In lieu of the above, the City may serve notice by personal service. Notice of lay-off shall be made at least thirty (30) days prior to the effective date of the action.

23.5 In lieu of being laid off, a regular Employee may elect demotion and displacement in the same department to a classification previously held by said Employee with substantially the same or lower salary step and/or to a classification in which said Employee meets the minimum qualifications. Demotion and displacement rights to specific classifications shall be applicable only within the department and subject to lay-off list provisions in this Article based on seniority and ability. Employees wishing demotion and displacement in lieu of lay-off must notify the City Manager in

writing of this election no later than seven (7) calendar days after receiving notice of layoff.

**ARTICLE 24  
SAVINGS CLAUSE**

24.1 If any Article section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of the Memorandum, it being expressly provided that this Memorandum and each Article section, subsection, paragraph, sentence, clause or phrase hereof would have been adopted irrespective of the fact that any one or more Articles, sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

**ARTICLE 25  
SAVINGS CLAUSE**

25.1 If any Article section, subsection, paragraph, sentence, clause or phrase of this Memorandum of Understanding shall, for any reason, be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portion of the Memorandum, it being expressly provided that this Memorandum and each Article section, subsection, paragraph, sentence, clause or phrase hereof would have been adopted irrespective of the fact that any one or more Articles, sections, subsections, paragraphs, sentences, clauses or phrases shall be declared invalid or unconstitutional.

**ARTICLE 26  
FULL UNDERSTANDING, MODIFICATION AND WAIVER**

26.1 This Memorandum sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved by the City Council.

The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

**ARTICLE 27  
TERM OF AGREEMENT**

27.1 This Memorandum of Understanding shall be effective January 1, 2009, upon adoption by the City Council of the City of Corning and shall remain in effect until the 31st day of December 2011.

27.2 This Memorandum of Understanding may be extended by mutual agreement of the parties if additional time is required to consummate a new Memorandum.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding this 13th day of January 2009.

**CITY OF CORNING**

**CITY OF CORNING  
DISPATCHERS ASSOCIATION**

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**Stephen J. Kimbrough  
City Manager**

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**Michele Wiginton  
Association Representative**

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**William "Bill" May,  
Chief Negotiator**

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**Art Frolli,  
Chief Negotiator**

Ratified By the Corning City Council January 13, 2009

## EXHIBIT A

### Dispatch Employees 6% Increase Effective January 2009

	<u>CLASSIFICATIONS</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
1	POLICE COMMUNICATIONS SUPER	3381	3559	3746	3943	4151
4	FIRE DISPATCH	2651	2790	2937	3092	3255
5	POLICE DISPATCH	2651	2790	2937	3092	3255

### Dispatch Employees 4% Increase Effective January 2010

	<u>CLASSIFICATIONS</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
1	POLICE COMMUNICATIONS SUPER	3516	3701	3896	4101	4317
4	FIRE DISPATCH	2757	2902	3055	3216	3385
5	POLICE DISPATCH	2757	2902	3055	3216	3385

### Dispatch Employees 4% Increase Effective January 2011

	<u>CLASSIFICATIONS</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
1	POLICE COMMUNICATIONS SUPER	3658	3850	4053	4266	4490
4	FIRE DISPATCH	2867	3018	3177	3344	3520
5	POLICE DISPATCH	2867	3018	3177	3344	3520

ITEM NO. L-20  
PRIORITIZING ECONOMIC STIMULUS LIST  
FOR THE CITY OF CORNING

JANUARY 13, 2009

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA  
FROM: STEPHEN J. KIMBROUGH, CITY MANAGER  
JOHN L. BREWER, AICP; PUBLIC WORKS DIRECTOR

JB STEVE

**BACKGROUND AND SUMMARY:**

On Monday, January 5<sup>th</sup> we received an urgent request from Claudia Martin of Tehama Local Development Corporation (TEDC) seeking a list of "ready to go" public projects that might be incorporated in to a Federal "Economic Stimulus Package". The list was being assembled by the US Department of Commerce, and we were asked to respond by Wednesday, January 7<sup>th</sup>.

We quickly compiled the attached project list. The sum of the cost of all the projects on the list is \$36,795,000. Many of the projects are from various City Plans like the Airport Master Plan, Capital Improvement Plan, etc. However, in light of the urgent nature of the request, we didn't have time to present the list for Council concurrence or prioritization.

Neither Claudia nor the Dept. of Commerce asked us to prioritize the project list. However, prioritizing will be valuable if the approved Economic Stimulus Package funds are limited. So, the purpose of tonight's meeting is to gather Council concurrence regarding the priority of the various projects on the list.

After providing the list to TEDC, I added a "Priority" Column to the spreadsheet, and assigned lettered "rankings" to assist you in your discussion. Please note that these lettered values are solely a starting point; the City Council may assign priority as it sees fit.

**OTHER SUCH "LISTS":**

This is actually the third such "Economic Stimulus List" we've been asked to provide over the last month. The previous two have also been on "urgent" time lines. One, also from TEDC, targeted "General" Public Works projects, the second, from Caltrans, targeted transportation projects. I've attached both of those other lists for your information as well.

**RECOMMENDATION:**

**That the City Council:**

- **Develop consensus and assign numerical priority to the various projects included on the attached "Economic Stimulus List".**

**City of Corning  
Economic Stimulus Project List**

Priority	Alt.	Project Name	Estimated Cost	Jurisdiction	Contact Person
	a	South Avenue Interchange Project-Phase 1	\$ 7,500,000	City of Corning	Director of Public Works
	b	Storm Sewer Trunkline-Edith Ave. & Hwy. 99-W to Jewitt Creek	\$ 750,000	City of Corning	Director of Public Works
	c	Rodgers Theater Rehabilitation	\$ 800,000	City of Corning	Director of Public Works
	d	Corning Airport Runway Relocation & Extension	\$ 4,500,000	City of Corning	Director of Public Works
	e	Solano Street Streetscape Improvement	\$ 1,500,000	City of Corning	Director of Public Works
	f	West I-5 Water & Sewer Extensions at South Ave. & Solano St.	\$ 400,000	City of Corning	Director of Public Works
	g	Solano Street Repave Downtown	\$ 120,000	City of Corning	Director of Public Works
	h	Marguerite Avenue Reconstruction & Utility Ext.	\$ 250,000	City of Corning	Director of Public Works
	i	South Avenue Interchange Imp. Project-Phase 2	\$ 17,425,000	City of Corning	Director of Public Works
	j	South Ave. Water & Sewer Extensions to Railroad	\$ 550,000	City of Corning	Director of Public Works
	k	Natural Gas Line Extension-Hwy. 99-W	\$ 200,000	City of Corning	Director of Public Works
	l	Airport Self serve Fuel Island	\$ 200,000	City of Corning	Director of Public Works
	m	Airport Nested 12-unit T Hangars & taxiway	\$ 600,000	City of Corning	Director of Public Works
	n	Relocate City Corporation Yard	\$ 1,000,000	City of Corning	Director of Public Works
	o	Blackburn Ave. "At-Grade" RR Xing and Extension	\$ 1,000,000	City of Corning	Director of Public Works
		<b>Total</b>	<b>\$ 36,795,000</b>		



Upstate California Public Works Infrastructure Projects-City of Corning

Project Name	Jurisdiction	Total Cost	Federal Funding Commitment	Required for Completion	Project Contact
Solano Street-Streetscape TEA Project	City of Corning	\$ 1,500,000	\$ -	\$ 1,500,000	John Brewer, Director of Public Works
Solano Street Repaving	City of Corning	\$ 120,000	\$ -	\$ 120,000	John Brewer, Director of Public Works
Rodgers Theater Rehabilitation	City of Corning	\$ 800,000	\$ -	\$ 800,000	John Brewer, Director of Public Works
South Ave. Water & Sewer Extensions to Railroad	City of Corning	\$ 550,000	\$ -	\$ 500,000	John Brewer, Director of Public Works
West I-5 Water & Sewer Extensions at South Ave. & Solano St.	City of Corning	\$ 400,000	\$ -	\$ 400,000	John Brewer, Director of Public Works
Natural Gas Line Extension-Hwy. 99-W	City of Corning	\$ 200,000	\$ -	\$ 200,000	John Brewer, Director of Public Works
Storm Sewer Trunkline-Edith Ave. & Hwy. 99-W to Jewitt Creek	City of Corning	\$ 750,000	\$ -	\$ 750,000	John Brewer, Director of Public Works
Runway Extension-Corning Muni Airport	City of Corning	\$ 4,500,000	\$ 300,000	\$ 4,200,000	John Brewer, Director of Public Works
Blackburn Ave. "at Grade" RR Crossing & Extension	City of Corning	\$ 1,000,000	\$ -	\$ 1,200,000	John Brewer, Director of Public Works

"General" PW Projects List

ITEM NO.: L-21  
RODGERS THEATRE: APPROVE PLAN  
OF ACTION  
JANUARY 13, 2009

TO: CITY COUNCIL OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER



**SUMMARY:**

*This report contains considerable new or revised information. It is by necessity very long and detailed, but should be studied carefully.*

The City Council and Community discussion of the future for the City owned Rodgers Theatre has led from the formation of a City recognized citizen volunteer organization called "Friends of the Rodgers Theatre" to a successful fund raising campaign with \$50,000 in community donations in the bank.

The City Council authorized the use of Rodgers Theatre "trust" funds to refurbish and repair the theater marquee and restore the neon lighting.

Then, at the request of the volunteers, the City Council authorized \$5,000 for design and structural engineering services to create a master plan of improvements to make the theater a multi-use Community auditorium. The City Council adopted that Rodgers Theatre Master Plan.

The City Council directed the City Attorney to prepare and file the Incorporation of the "Corning Community Foundation" with the specific purpose:

"To provide facilities and services especially designed to meet the physical, social, recreational, educational, cultural and other needs of the Corning community and to promote the quality of life for persons of all ages living, working and spending time within the community being served."

The Incorporation was filed last Friday January 9, 2009.

The City Council reviewed and discussed the proposed "Action Plan for the Rodgers Theater" (covered later in this Report) at their meeting last meeting on December 9, 2008, The Council concluded that the City should not pursue a USDA loan to refurbish the theater; the long term debt and annual debt service was not a practical solution. USDA Rural Development cost of money was 4.5% for 30 years for \$400,000. This would have required an annual debt service of \$30,700 from the General Fund.

The City Council wanted to continue the discussion for refine the Plan and take possible action at this meeting on January 13, 2009.

**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**

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 Public Works Department and 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.

### **OWNERSHIP OF THE THEATER**

**The City needs to retain title to the theater building and land.** This is important in order to provide the no direct cost City Liability and Workers' Compensation Insurance coverage available only to the city owned properties and activities. Additionally the city has budgeted between \$10,000 and \$12,000 per year (current budget \$8,600) to cover electric and gas and maintenance and property insurance. The City does not charge City owned facilities for water and sewer service and Waste Management does not charge the theater for refuse service.

In discussions with the volunteer leadership of Red Bluff's "State Theater", they noted that the cost of insurance for the privately owned theater was very high. The City Self Insurance Fund does not increase "premiums" based on use. Maintaining the city coverage of the theater does not cost the City more, except for the Property (fire) Insurance currently in the City budget

**A long term operating agreement would be created between the City and the Foundation which would spell out the responsibilities of both parties.**

**The theater is too important of a community asset to release complete City control.** In the future if the theater no longer was a viable use, a lack of control could allow it to become a land use detrimental to the efforts to restore the downtown. One community found its old theater in the hands of the "Pussy Cat" theater chain! Another community watched as new owners converted the theater to a flea market in the downtown!

## **ADA REQUIREMENTS:**

The City Building Official has confirmed that the **proposed initial work** including the roof, electrical and air conditioning **will not trigger the “ADA” type Code requirements** 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.

## **ACTION PLAN:**

As one alternative for discussion, consider some of the ideas discussed that would utilize the “Corning Community Foundation”. The presence of a Community Arts Foundation will make the program more competitive for a grant.

**Pinning down any unexpected State 2002 Park Bond grant conditions is extremely important.** The State requirements may affect construction plans and costs. For this reason, City Staff should insure that the state application for funds can be made for the theater and withdrawn if the conditions are unacceptable to the City.

**Here is an ACTION PLAN** that calls for all funding, both City and Grant, to be in place prior to undertaking any actual construction expenditures. Following this is an “**ALTERNATIVE ACTION PLAN**” if a grant is not available.

- 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.
- Make the City Council commitment of \$230,000 in 2002 State Park Bond funds set aside at the State for the City of Corning. (commitment only if the Grant is approved)
- Prepare Phased Construction Plan integrating Volunteers into the work.
- Prepare the construction and public bid documents for the roof, A/C and electrical to be paid by the Park Bond funds.
- 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 management to the new Corning Community Foundation.
- Develop a long term lease and operating agreement for the Theatre building with the Corning Community 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.
- The Community Foundation would circulate a Request For Proposals for a “Concessionaire” Agreement to operate the Theatre. Former Theatre Manager Phil Bridgford has indicated that he is interested in submitting a proposal to operate as City Concessionaire or as Foundation Center Manager.

## THE ALTERNATIVE ACTION PLAN

We need to be prepared to be turned down for a foundation grant. The original objective of protecting the struggling downtown from the blight caused by an abandoned or poorly utilized theater (that flea market) still exists.

Tony Cardenas suggested a "Plan B alternative" which would complete only the work necessary to reopen the doors as a movie theater and work toward the future community uses.

The **original commitment of the park bond money** by the City Council **only applies to** using it to obtain a **matching foundation grant as part of the original Action Plan**, and the City Council has made it clear that it wants to retain its ability to allocate the state bond for any important priority of which the theater is only one.

Here is the Alternative Action Plan which would fund the new roof, the AC heating unit, and only the essential electrical necessary to support the AC and fix any remaining safety issues. All would be competitive bid together as a "public project" to insure coordination and control of the work by the Public Works Department and "bid additives" would be included to provide for additional work which would consume the entire park grant.

- Make the City Council commitment of \$230,000 in 2002 State Park Bond funds set aside at the State for the City of Corning.
- Submit the Park Grant Application to the State.
- Prepare Phased Construction Plan integrating Volunteers into the work.
- Working with the already allocated annual City Budget for the Rodgers Theatre, the City Public Works crew, during the winter months, would complete the restoration of the existing restrooms which remain legal under State and Federal ADA requirements (see the State Theater as an example) and remove any unnecessary structures within the building.
- Prepare the construction and public bid documents for the roof, A/C and electrical to be paid by the Park Bond funds.
- Following State Approval, complete the roof, A/C and electrical work in order to make ready for a transfer of the building management to the new Corning Community Foundation.
- Develop a long term lease and operating agreement for the Theatre building with the Corning Community 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.
- The Community Foundation would assume responsibility for the \$50,000 in community donations currently held by "Hometown Revitalization".
- The Community Foundation would 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.
- The Community Foundation, working with its new Concessionaire and the City would prepare and execute a plan to utilize the community donations to continue the refurbishment of the theater.

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

The City has no additional cost for Liability and Worker's Compensation. The property insurance for fire and damage is part of the City comprehensive policy and is budgeted in "General City" 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.

If the City undertakes the work, by state Law it is defined as a "Project" and is subject to prevailing wages. Cowell Foundation already has represented that it expects the work funded by it and done by the Community Foundation to comply with State Prevailing Wage Laws.

**RECOMMENDATION:**

**MAYOR AND COUNCIL**

- 1. APPROVE *THE "ACTION PLAN"* TO RENOVATE AND REOPEN THE RODGERS THEATRE;**
- 2. DIRECT CITY MANAGER TO RETURN FOR COUNCIL CONSIDERATION WITH A PROPOSAL FOR GRANT WRITING SERVICES FROM THE ELEMENTARY SCHOOL DISTRICT LIBRARIAN.**
- 3. COMMIT THE STATE 2002 PARK BOND ACT FUNDS OF \$220,000 AS FOUNDATION GRANT MATCH IN THE GRANT APPLICATION.**
- 4. AUTHORIZE THE CITY MANAGER TO SUBMIT THE APPLICATION FOR THE STATE PARK BOND MONEY IN ORDER TO COMMIT THE STATE TO THE PROJECT AND DEFINE ANY STATE CONDITIONS OF GRANT WHICH MAY ADD TO THE PROJECT COST WITH THE CONDITION THAT THE CITY COUNCIL CAN REALLOCATE AND MODIFY THE STATE GRANT APPLICATION SHOULD PRIVATE FOUNDATION FUNDS NOT BE AVAILABLE.**
- 5. CITY COUNCIL MAKES NO COMMITMENT TO THE *"ALTERNATIVE PLAN OF ACTION"* NOR CITY FUNDING UNTIL THE PRIVATE FOUNDATION OPPORTUNITY IS EXHAUSTED.**

**ARTICLES OF INCORPORATION**  
**OF**  
**CORNING COMMUNITY FOUNDATION**  
**A CALIFORNIA PUBLIC BENEFIT CORPORATION**

**ONE:** The name of this corporation is CORNING COMMUNITY FOUNDATION.

**TWO:** This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes. The specific purpose for which this corporation is organized is:

To provide facilities and services especially designed to meet the physical, social, recreational, educational, cultural and other needs of the Corning community and to promote the quality of life for persons of all ages living, working and spending time within the community being served.

**THREE:** The name and address in the State of California of this corporation's initial agent for service of process is Michael C. Fitzpatrick, Attorney at Law, 1135 Pine Street, Suite 107, Redding, California 96001.

**FOUR:** (a) This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code.

(b) Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code or (2) by corporate contributions which are deductible under Section 170 (c) (2) of the Internal Revenue Code.

(c) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

**FIVE:** The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person.

On the dissolution or winding up of the corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of this corporation, shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established its tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code.

Date: January 6, 2009

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MICHAEL C. FITZPATRICK  
Incorporator

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

MICHAEL C. FITZPATRICK  
Incorporator

ITEM NO. L-22  
SET PUBLIC HEARING FOR PROPOSED  
ANNUAL RATE INCREASE FOR CORNING  
DISPOSAL SERVICE  
JANUARY 13, 2009

TO: HONORABLE MAYOR AND COUNCILMEMBERS  
OF THE CITY OF CORNING

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER



**SUMMARY:**

A Public Hearing date in February was set by the City Council at its meeting on December 9, 2008. By late December, Corning Disposal management had compiled the first information on the increased cost of collecting Green Waste every other week from Corning Residents. In November, the City had notified Corning Disposal that the green waste could no longer be dumped and stored at the City property on Carona Ave at Rawson Road near City Animal Control.

Corning Disposal Management asked the City Staff to delay the publication of the Public Hearing to allow them to assess the impact of the new cost of disposal which averages about \$500 more per month to haul the green waste to the Tehama County Landfill Compost Facility in Red Bluff. The Landfill charges "Tipping Fees" for green waste.

The Disposal Company has decided not to ask for an additional increase this year but to continue to evaluate the cost for future consideration. They are aware that the City practice is to only consider increases once a year.

A new Public hearing date of March 10, 2009 must now be set to hear public comment on the proposed disposal rate.

**BACKGROUND:**

The City 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 2008. 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 residential rates by a total of 7.66%. **The single family residential rate, if approved, would rise from \$18.30 to \$19.70**, a \$1.40 per month increase.

**The senior citizen rate (age 65 and older) would increase from \$9.15 per month to \$9.85 per month**, an increase of 70 cents.

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 March 10, 2009 as the date of the Public Hearing.

**RECOMMENDATION:**

**MAYOR AND COUNCIL SET MARCH 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", written over a horizontal line.

Matt Fryer  
District Manager

Enclosures

**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  
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	3.19%

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	U.S. No 2 Diesel		East Coast No 2		New England		Central Atlantic		Lower Atlantic		Midwest No 2		Gulf Coast No 2		Rocky Mountain		West Coast No 2		California No 2		
	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)	Diesel Retail Sales by All Sellers (Cents per Gallon)	Diesel Retail Sales by All Sellers (Cents per Gallon)	
Mar-1994	110.65	111.7	111.7	111.7	111.7	111.7	108.8	106.45	110.25	110.25	108.8	106.45	110.25	110.25	110.25	110.25	110.25	110.25	110.25	121.45	
Apr-1994	110.7	111.8	111.8	111.8	111.8	111.8	108.7	106.375	111.125	111.125	108.7	106.375	111.125	111.125	111.125	111.125	111.125	111.125	111.125	121.45	
May-1994	110.02	110.96	110.96	110.96	110.96	110.96	108.16	105.38	112.32	112.32	108.16	105.38	112.32	112.32	112.32	112.32	112.32	112.32	112.32	120.18	
Jun-1994	110.25	111.025	111.025	111.025	111.025	111.025	108.55	106.2	111.9	111.9	108.55	106.2	111.9	111.9	111.9	111.9	111.9	111.9	111.9	119.7	
Jul-1994	111	111.72	111.72	111.72	111.72	111.72	109.4	107.64	112.04	112.04	109.4	107.64	112.04	112.04	112.04	112.04	112.04	112.04	112.04	119.64	
Aug-1994	112.32	112.38	112.38	112.38	112.38	112.38	111.02	109.22	114.28	114.28	111.02	109.22	114.28	114.28	114.28	114.28	114.28	114.28	114.28	120.48	
Sep-1994	112.5	111.725	111.725	111.725	111.725	111.725	110.225	108.925	119.975	119.975	110.225	108.925	119.975	119.975	119.975	119.975	119.975	119.975	119.975	123.7	
Oct-1994	112.18	111.54	111.54	111.54	111.54	111.54	109.44	108.1	119.9	119.9	109.44	108.1	119.9	119.9	119.9	119.9	119.9	119.9	119.9	125.38	
Nov-1994	113.1	112.65	112.65	112.65	112.65	112.65	110.125	109.175	119.975	119.975	110.125	109.175	119.975	119.975	119.975	119.975	119.975	119.975	119.975	126.6	
Dec-1994	111.3	111.7	111.7	111.7	111.7	111.7	108.65	107.35	115.175	115.175	108.65	107.35	115.175	115.175	115.175	115.175	115.175	115.175	115.175	123.75	
Jan-1995	109.82	111.26	111.26	111.26	111.26	111.26	107.4	105.9	111.28	111.28	107.4	105.9	111.28	111.28	111.28	111.28	111.28	111.28	111.28	120.1	
Feb-1995	108.775	110.175	110.175	110.175	110.175	110.175	106.525	105	109.25	109.25	106.525	105	109.25	109.25	109.25	109.25	109.25	109.25	109.25	118.975	
Mar-1995	108.75	109.325	109.325	109.325	109.325	109.325	106.75	104.55	110.8	110.8	106.75	104.55	110.8	110.8	110.8	110.8	110.8	110.8	110.8	119.925	
Apr-1995	110.4	109.775	109.775	109.775	109.775	109.775	108.425	106.6	112.4	112.4	108.425	106.6	112.4	112.4	112.4	112.4	112.4	112.4	112.4	123.1	
May-1995	112.583	112.2	112.2	112.2	112.2	112.2	110.133	108.566	115.933	115.933	110.133	108.566	115.933	115.933	115.933	115.933	115.933	115.933	115.933	125.983	
Jun-1995	111.98	111.86	111.86	111.86	111.86	111.86	109.66	108.02	116.32	116.32	109.66	108.02	116.32	116.32	116.32	116.32	116.32	116.32	116.32	123.9	
Jul-1995	109.98	110.3	110.3	110.3	110.3	110.3	107.5	105.98	114.64	114.64	107.5	105.98	114.64	114.64	114.64	114.64	114.64	114.64	114.64	121.58	
Aug-1995	110.5	110.025	110.025	110.025	110.025	110.025	108.525	106.325	115.325	115.325	108.525	106.325	115.325	115.325	115.325	115.325	115.325	115.325	115.325	122.1	
Sep-1995	111.925	110.675	110.675	110.675	110.675	110.675	109.9	108.35	118.55	118.55	109.9	108.35	118.55	118.55	118.55	118.55	118.55	118.55	118.55	123.55	
Oct-1995	111.5	110.16	110.16	110.16	110.16	110.16	108.84	107.2	121	121	108.84	107.2	121	121	121	121	121	121	121	125.36	
Nov-1995	111.975	110.025	110.025	110.025	110.025	110.025	109.8	107.275	122.45	122.45	109.8	107.275	122.45	122.45	122.45	122.45	122.45	122.45	122.45	125.675	
Dec-1995	112.95	111.525	111.525	111.525	111.525	111.525	110.975	108.475	121.3	121.3	110.975	108.475	121.3	121.3	121.3	121.3	121.3	121.3	121.3	125.75	
Jan-1996	114.52	115	115	115	115	115	111.94	110.6	119.22	119.22	111.94	110.6	119.22	119.22	119.22	119.22	119.22	119.22	119.22	125.7	
Feb-1996	114.475	115.825	115.825	115.825	115.825	115.825	112.325	110.525	117.725	117.725	112.325	110.525	117.725	117.725	117.725	117.725	117.725	117.725	117.725	123.35	
Mar-1996	118.25	119.6	119.6	119.6	119.6	119.6	117.15	115.05	119.6	119.6	117.15	115.05	119.6	119.6	119.6	119.6	119.6	119.6	119.6	123.425	
Apr-1996	127.533	127.333	127.333	127.333	127.333	127.333	125.95	122.733	130.6	130.6	125.95	122.733	130.6	130.6	130.6	130.6	130.6	130.6	130.6	139.583	
May-1996	127.335	124.8	124.8	124.8	124.8	124.8	124.692	120.05	138.121	138.121	124.692	120.05	138.121	138.121	138.121	138.121	138.121	138.121	138.121	147.585	
Jun-1996	120.1	118.541	118.541	118.541	118.541	118.541	116.366	114.066	129.925	129.925	116.366	114.066	129.925	129.925	129.925	129.925	129.925	129.925	129.925	140.325	
Jul-1996	117.557	116.971	116.971	116.971	116.971	116.971	114.542	111.857	123.857	123.857	114.542	111.857	123.857	123.857	123.857	123.857	123.857	123.857	123.857	134.642	
Aug-1996	120.075	118.9	118.9	118.9	118.9	118.9	118.6	114.875	123.5	123.5	118.6	114.875	123.5	123.5	123.5	123.5	123.5	123.5	123.5	133.825	
Sep-1996	126.46	124.26	124.26	124.26	124.26	124.26	124.94	121.5	131.46	131.46	124.94	121.5	131.46	131.46	131.46	131.46	131.46	131.46	131.46	141.32	
Oct-1996	132.3	131.65	131.65	131.65	131.65	131.65	130.7	128.75	136.575	136.575	130.7	128.75	136.575	136.575	136.575	136.575	136.575	136.575	136.575	146.68	
Nov-1996	132.25	131.575	131.575	131.575	131.575	131.575	131.375	128.075	140.5	140.5	131.375	128.075	140.5	140.5	140.5	140.5	140.5	140.5	140.5	148.625	
Dec-1996	130.9	131.92	131.92	131.92	131.92	131.92	129.8	127.12	135	135	129.8	127.12	135	135	135	135	135	135	135	147.05	
Jan-1997	129.075	131.225	131.225	131.225	131.225	131.225	126.725	125.5	132.175	132.175	126.725	125.5	132.175	132.175	132.175	132.175	132.175	132.175	132.175	143.326	
Feb-1997	128	128.575	128.575	128.575	128.575	128.575	125.7	122.975	130.3	130.3	125.7	122.975	130.3	130.3	130.3	130.3	130.3	130.3	130.3	142.665	
Mar-1997	122.94	122.12	122.12	122.12	122.12	122.12	120.44	117.56	128.48	128.48	120.44	117.56	128.48	128.48	128.48	128.48	128.48	128.48	128.48	150.885	
Apr-1997	121.225	119.625	119.625	119.625	119.625	119.625	118.825	115.9	127.525	127.525	118.825	115.9	127.525	127.525	127.525	127.525	127.525	127.525	127.525	147.52	
May-1997	119.575	118.45	118.45	118.45	118.45	118.45	118.85	115.575	127	127	118.85	115.575	127	127	127	127	127	127	127	148.605	
Jun-1997	117.28	116.32	116.32	116.32	116.32	116.32	116.72	114.48	124.5	124.5	116.72	114.48	124.5	124.5	124.5	124.5	124.5	124.5	124.5	137.585	
Jul-1997	115.075	115.05	115.05	115.05	115.05	115.05	114.125	112.6	120.525	120.525	114.125	112.6	120.525	120.525	120.525	120.525	120.525	120.525	120.525	130.44	
																					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	121.38	111.92	113.22	112.98	123.06	128.06	135.7
Oct-1997	118.25	118.275	122.25	126.675	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	116.04	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	109.175	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	144.675	150.5
Jan-2000	135.6	139.72	159.78	153.7	131.86	132.4	132.06	134.28	142.56	158.5
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	186.2
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	168.875	147.25	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	166.25	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	136.95	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	134.9	138.375
Dec-2001	116.66	118.36	130.22	126.88	113.64	115.96	112.3	114.72	123.12	127.04

Jan-2002	118.425	129.35	127.35	113.625	112.8	112.075	112.6	122.325	126.9
Feb-2002	115.275	128.825	126.6	113.275	112.625	112.15	113.4	122.6	128.85
Mar-2002	123.025	131.475	131.575	120.325	120.775	119.975	122.275	133.25	139.375
Apr-2002	130.88	137.88	139.12	126.92	129.36	127.26	134.72	139.74	144.42
May-2002	130.525	139.625	139.525	126.775	128.65	127.2	135.675	138.4	141.075
Jun-2002	128.55	138.8	137.65	124.5	126.425	124.725	132.85	138.675	142.7
Jul-2002	129.94	138.94	138.58	125.78	128.68	126.24	132.7	138.42	142.76
Aug-2002	132.75	141.175	141.175	127.95	131.275	129	135.225	143.275	148.4
Sep-2002	141.06	144.82	146.6	135.74	140.04	136.88	145.24	153.62	159.7
Oct-2002	146.15	148.75	150.65	141.975	146.125	142.95	150.45	152.775	155.675
Nov-2002	141.975	149.4	149.6	136.75	142.1	136.275	147.75	150.675	153.15
Dec-2002	142.88	151.2	151.76	138.98	142.96	137.66	144.16	149.64	152.4
Jan-2003	148.775	151.4	159.375	147.3	147.325	162.125	145.1	153.425	157.85
Feb-2003	165.425	181.25	179.3	164.9	163.85	163.7	159.5	167.9	172.5
Mar-2003	170.8	193.22	189.86	169.94	166.06	163.7	173.98	181.58	181.78
Apr-2003	153.25	169.6	169.65	154.95	149.5	144.325	158	161.325	165.025
May-2003	145.125	149.65	154.88	144.075	143.55	137.5	148.925	150.05	154.25
Jun-2003	142.4	156.3	154.88	137.7	140.86	136.68	144.74	152.72	158.14
Jul-2003	143.5	156.325	153.95	138.875	140.775	138.275	146.5	158.275	163.475
Aug-2003	148.65	157.275	156.7	142.5	146.425	143.5	151.45	166.6	172.525
Sep-2003	146.66	156.44	156.28	140.34	144.96	140.72	161.16	161.16	165.58
Oct-2003	148.125	157.7	157.75	142.1	148.175	142.75	151.575	156.75	162.2
Nov-2003	148.225	158.675	158.55	142.35	146.975	143.075	154.05	159.075	163.9
Dec-2003	148.98	162.78	160.66	144.06	145.96	144.18	152.88	162.88	168.06
Jan-2004	155.1	172.5	168.825	152.65	152.025	151.55	153.925	163.5	167.65
Feb-2004	158.2	177.275	173.375	154.05	154.375	153.025	155.275	174.375	180.9
Mar-2004	162.94	176.04	173.44	158.04	159.6	156.84	164.16	182.18	189.66
Apr-2004	169.225	175.375	172.975	160.5	164.75	161.6	178.9	203.15	207.05
May-2004	174.64	178.94	177.94	164.06	167.66	165.36	193.32	219.08	228.44
Jun-2004	171.125	180.925	179.1	164	165.85	163.425	186.25	199.725	205.625
Jul-2004	173.85	181.8	181.2	167.15	169.3	166.925	179.7	202.85	209.8
Aug-2004	183.28	191.12	190.62	177.42	180.12	178	186.9	204.14	212.84
Sep-2004	191.675	199.825	198.4	187.4	188.9	187.1	194.325	208.375	216.375
Oct-2004	213.425	224.65	223	208.8	210.5	207.3	217.35	230.775	236.075
Nov-2004	214.66	228.2	227	211.28	211.2	208	209.125	228.86	234.78
Dec-2004	200.925	220.875	218.4	200.525	197.225	193.875	203.05	209.125	213.675
Jan-2005	195.88	218.32	214.7	194.92	193	190.6	190.36	201.94	205.88
Feb-2005	202.675	221.45	217.4	197.525	197.25	195.775	205.975	225.9	224.375
Mar-2005	221.375	233.425	232.675	215.35	216.3	214.8	228.2	246.15	245.5
Apr-2005	229.175	242.3	239.75	222.825	223.625	222.55	237.75	255.725	258.95
May-2005	219.88	236.74	231.98	215.6	213.76	215.04	226.52	241.28	245.02
Jun-2005	228.975	241.75	241.35	227.4	226.35	225.55	223.125	238.175	246.9
Jul-2005	237.25	251.525	250.025	233.725	234.125	231.35	239.275	251.325	257.75
Aug-2005	250	257.78	257.8	243.34	244.48	242.06	258.54	282.06	294.48
Sep-2005	281.875	289	291.225	278.4	275.3	276.575	294.325	305.125	312.475
Oct-2005	309.5	291.58	295.68	312.04	309.84	310.72	314.22	312.24	316
Nov-2005	257.3	267.85	266.575	248.125	254.125	255.275	272.95	270.7	266.8
Dec-2005	244.275	261.975	258.85	240.025	241.55	242.4	251.65	250.375	250.375
Jan-2006	246.74	266.26	260.98	245.2	242.5	243.38	242.66	258.18	262.98
Feb-2006	247.525	261.55	259.55	245.8	241.975	244.5	260.225	262.075	270.25
Mar-2006	255.85	268.625	268.525	252.925	251.175	251.9	258	271.25	273.775
Apr-2006	272.8	283.15	283.7	270.2	269.35	268.05	274.2	286.8	293.225
May-2006	289.66	298.04	299.16	283.3	284.48	281.48	304.16	316.12	322.2

Jun-2006	289.75	289.025	296.5	298.375	284.35	285.075	283.35	301.55	312.325	319.225
Jul-2006	293.36	291	296.56	298.76	287.18	293.44	287.98	298.46	305.6	310.38
Aug-2006	304.5	298.775	305.55	309.65	293.5	305.05	295.2	330.35	319.925	319.275
Sep-2006	278.3	275.9	288.15	289.5	268.95	271.35	270.1	310.825	306.05	305.3
Oct-2006	251.92	253.76	264.3	265.62	247.76	247.54	246.72	258.84	267.42	272.06
Nov-2006	254.45	252.4	262.2	264.025	246.525	254.075	246.95	263.175	269.075	267.85
Dec-2006	261.025	260.15	273.3	271.975	253.9	256.15	252.75	271.5	288.35	290.625
Jan-2007	248.46	246.98	263.12	258.12	240.74	242.9	241.16	262.92	276.16	280.3
Feb-2007	248.825	247.575	262.6	256.75	242.25	244.325	241.725	253.125	276.775	288.55
Mar-2007	266.7	264.775	271.45	270.425	261.8	265	262.85	273.475	280.55	288.5
Apr-2007	283.38	281.52	284.26	286.14	279.32	281.7	280.12	295.64	293.34	298.46
May-2007	279.625	278.7	287.8	286.625	274.425	276.25	274.5	299.15	292.85	296.4
Jun-2007	280.775	280.375	289.025	288.175	276.25	277.425	275.6	293.45	295.375	301.875
Jul-2007	286.84	285.22	294.54	293.38	280.88	285.44	279.9	297.18	302.18	312.28
Aug-2007	286.9	284.05	292.475	291.225	280.225	286.4	280.25	297.35	301.425	304.9
Sep-2007	295.325	294.425	300.2	302.575	290.4	297.25	289.375	297.35	300.15	302.4
Oct-2007	307.46	306.64	315.88	316.8	301.44	306.06	299.36	318.36	324.06	326.66
Nov-2007	339.55	339.125	348.425	350.05	333.625	337.325	331.25	349.425	357.225	360.775
Dec-2007	334.06	338.6	358.6	352.22	330.9	330.36	327.88	334.8	344.98	347.46
Jan-2008	330.775	337.425	361.05	349.2	330.15	326.975	325.6	325.05	338.05	342.275
Feb-2008	337.7	342.85	360.15	351.725	337.475	334.55	334.075	333.675	343.375	348.825
Mar-2008	388.08	393.28	402.84	406.74	386.66	385.48	383.12	382.44	394.88	401.44
Apr-2008	408.35	413.975	426.3	428.85	406.55	404.025	402.1	406.625	419.875	426.475
May-2008	442.5	447.35	456.325	461.4	440.6	438.225	436.7	438.175	456.25	467.325
Jun-2008	467.68	473.38	483.76	486.26	466.9	480.42	463.68	467.06	484.74	496.76
Jul-2008	470.3	476.2	485.675	486	471.125	462.975	467.625	469.025	485.15	496.5
Aug-2008	430.175	436.125	453.075	450.225	428.55	422.225	425.075	440.6	445.425	454.225
Sep-2008	402.4	407.84	422.08	417.46	402.42	398.42	398.94	404.76	406.88	408.68
Oct-2008	357.6	364.675	380.75	372.85	359.675	354.75	353.65	362.825	353.375	366.775

**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	Oct. 2008	Sept. 2008	Oct. 2008	Oct. 2008	Oct. 2007	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				
(1967=100).....	625.879	655.376	648.758	-	-	-	608.662	640.226	632.025	-	-	-				
Los Angeles-Riverside-Orange Co.....	218.696	227.449	226.159	4.5	3.4	-0.6	211.259	220.285	218.726	5.0	3.5	-0.7				
(1967=100).....	646.124	671.986	668.175	-	-	-	624.336	651.009	646.403	-	-	-				
West.....	213.917	222.132	221.034	4.3	3.3	-0.5	208.304	217.028	215.499	4.8	3.5	-0.7				
(Dec. 1977 = 100) .....	345.785	359.064	357.290	-	-	-	335.150	349.187	346.727	-	-	-				
West - A*.....	217.314	225.910	224.947	4.4	3.5	-0.4	210.025	219.169	217.714	4.9	3.7	-0.7				
(Dec. 1977 = 100) .....	354.360	368.378	366.841	-	-	-	339.990	354.792	352.437	-	-	-				
West - B/C**(Dec. 1996=100).....	129.866	134.834	133.795	4.5	3.0	-0.8	129.419	134.873	133.694	4.8	3.3	-0.9				

**All Urban Consumers (CPI-U)**

**Urban Wage Earners and Clerical Workers (CPI-W)**

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	Oct. 2008	August 2008	Oct. 2008	Oct. 2008	Oct. 2007	August 2008	Oct. 2008	August 2008	Oct. 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				
(1967=100).....	670.036	692.975	694.247	-	-	-	649.008	674.136	673.547	-	-	-				
Seattle-Tacoma-Bremerton.....	218.427	227.745	225.915	5.4	3.4	-0.8	213.107	223.273	220.687	6.2	3.6	-1.2				
(1967=100).....	665.850	694.255	688.676	-	-	-	632.077	662.228	654.557	-	-	-				

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

Dash (-) = Not Available.

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.

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**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.

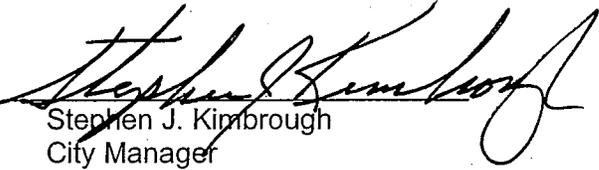
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California.

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:

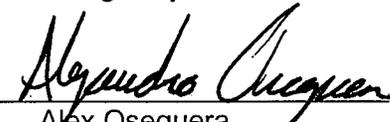
  
Lisa M. Linnet  
City Clerk

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>2.51%</u>	<u>2.47%</u>	
	<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>
4 Yard "BIN-A-DAY" 3 DAY RENTAL	\$ 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