



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, MARCH 10, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Hill
Turner
Parkins
Leach
Strack**

Mayor:

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

C. 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**

D. RECONVENE AND REPORT ON CLOSED SESSION:

E. CALL TO ORDER: 7:30 p.m.

F. INVOCATION AND PLEDGE OF ALLEGIANCE:

G. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS:

1. Proclamation: March 2009 AMVETS White Clover (Remember Me) Month in the City of Corning.

H. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT:

I. BUSINESS FROM THE FLOOR: If there is anyone in the audience wanting to speak on an item not already on tonight's Agenda, if so, please come to the podium, identify yourself and briefly present your information to the Council. **A three minute time limit will apply unless the Council makes an exception due to special circumstances. If your matter will require more time or formal action by the Council, the law requires that it be placed on the printed Agenda for a future meeting so that interested members of the public will have the chance to appear and speak on the subject.**

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

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

3. Waive the Reading and Approve the Minutes of the February 24, 2009 Meeting with any necessary corrections.

4. March 4, 2009 Claim Warrant - \$156,406.46.

5. March 4, 2009 Business License Report.
6. February 2009 Wages and Salaries - \$329,446.67
7. February 2009 Treasurer's Report.
8. February 2009 Building Permit Valuation - \$99,250.
9. City of Corning Wastewater Operation Summary Report – February 2009
10. Recommend Appointment of R.J. "Tony" Miller to the Corning Airport Commission.
11. Resolution No. 3-10-09-01; A Resolution Amending Resolution 01-08-08-02; Vacating that Portion of North Street Between Third and Fourth Streets.

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

- L. **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.**

12. Public Hearing and Action on Request for Disposal Service Rate Increase.

M. **REGULAR AGENDA:**

13. Comfort Inn Appeal of Transient Occupancy Taxes.
14. Authorization to Record Tax Lien for Delinquent Transient Occupancy Taxes.
15. Report on Freeway Welcome Sign Refurbishment Costs.

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

O. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**

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

16. Hill:
17. Turner:
18. Parkins:
19. Leach:
20. Strack:

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

Q. **ADJOURN TO CLOSED SESSION:**

PUBLIC EMPLOYMENT:

Pursuant to Government Code Section 54957:
Continuation of City Manager Evaluation

R. **RECONVENE AND REPORT ON CLOSED SESSION:**

S. **ADJOURNMENT!:**

POSTED: FRIDAY, MARCH 6, 2009

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY EMPLOYER

PROCLAMATION
AMVETS White Clover (Remember Me) Month
in the
City of Corning
MARCH 2009

WHEREAS, on December 9, 1944 a national organization, known as the American Veterans of World War II – or AMVETS, was formed with the aim to:

- Promote world peace;
- Preserve the American way of life; and
- Help the Veteran help himself.

This organization chose the “White Clover” as the official flower because it was not only found in America, but throughout the world and symbolizes the States from which U.S. Armed Forces were drawn and the worldwide battlefields on which they fought; and

WHEREAS, in 1946 AMVETS petitioned Congress for a federal charter and on July 23, 1947 President Harry S. Truman signed the AMVETS Charter; and

WHEREAS, the Charter has been amended at the request of the AMVETS organization three times since it’s beginning, once on September 14 1966 by President Lyndon B. Johnson, on May 7, 1975 by President Gerald R. Ford, and most recently on May 31, 1984 by President Ronald Reagan to open the organization to those who served honorably and actively after May 7, 1975; and

WHEREAS, today, in recognition of the sacrifices made by all veterans and service personnel, AMVETS is open to anyone who is currently serving, or who has honorably served in the Armed Forces of the United States and includes National Guard and Reserve components—at any time after September 15, 1940.

NOW, THEREFORE I, Gary R. Strack, as Mayor of the City of Corning, **DO HEREBY PROCLAIM MARCH 2009** as “**AMVETS WHITE CLOVER MONTH IN THE CITY OF CORNING**”.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 10th day of March 2009.

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MINUTES**

**TUESDAY, FEBRUARY 24, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

**Hill
Turner
Parkins
Leach
Strack**

Mayor:

All Council Members were present.

Council received no public comments were received prior to the Closed Session.

C. ADJOURN TO CLOSED SESSION: 6:02 p.m.

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

D. RECONVENE AND REPORT ON CLOSED SESSION: 6:31 p.m.

Council met and gave City Labor Negotiator direction.

E. ADJOURN TO SPECIAL MEETING: 6:32 p.m.

**CITY OF CORNING
CITY COUNCIL SPECIAL MEETING**

**TUESDAY, FEBRUARY 24, 2009
CITY COUNCIL CHAMBERS
794 THIRD STREET**

F. CALL TO ORDER: 6:32 p.m.

1. Team-Building Workshop for City Council. Facilitated by City Attorney Michael Fitzpatrick.

City Attorney Michael Fitzpatrick stated he had just attended something similar to this in the City of Anderson and it was very helpful in gaining insight into ways to better work together and be more effective and efficient. He acknowledged that we have two new Councilors and have recently incurred many changes in City Staff. Mr. Fitzpatrick confirmed that all members had received and were familiar with the adopted Council Procedures. Following this brief introduction the following topics were discussed:

Time Limits: City Attorney addressed the issue of speaker time limitations, stating that the Council is legally entitled to limit the speaker's time, or move it to later in the meeting. He stated that doing this maintains fairness to those who have agendaized their items for discussion. Councilor Turner asked if the City Attorney was in favor of having a public comment period at the end of the meeting; he stated that he was. Mayor Strack stated that the Council allows the public to speak at the time the item is brought up; Councilor Hill stated that she liked to receive comments at the time agendaized items were discussed stating that possibly we could move

"Business from the Floor" to "Items Placed on the Agenda from the Floor". By consensus It was decided to keep things as they are for now.

Urgency Items: Mr. Fitzpatrick clarified the stipulations and justifications for urgency items.

Closed Sessions: Mr. Fitzpatrick informed Council of what could/could not be discussed in closed session reiterating that following the closed session a report must be made to the public and advised on extent of information released. Mr. Fitzpatrick also spoke on the confidentiality of Closed Sessions.

Minutes: Mr. Fitzpatrick stated that the Council decides what should and should not be included into the minutes.

Not voting on Agendized Items: Mr. Fitzpatrick stated if Council members were not prepared to vote on an agendized item they should inform the Mayor or City Clerk prior to meeting and the item could be agendized for a future meeting. According to City Policy a not voting is considered a yes vote. If you abstain from voting, you must state the reason and leave the room during discussion. It was stated that a Councilor does not need to state reason for a no (against item) vote.

Duties of the Presiding Officer: If making a motion, person making the motion must state the state the entire motion in order to inform the public of what action is being taken.

Vice Mayor: Mayor Strack suggested rotating the selection of Vice Mayor every year for a one-year term with the change occurring during the first meeting in December with the effective date the first meeting in January. This way each member of the Council had the opportunity to serve in this capacity. Council agreed by consensus. Councilor Hill stated that every time you change Vice Mayor the City would be required to change the signature card at the Bank for City accounts.

Copies of Documents given to Council: Copies must be made available to the public after the meeting.

Distribution of Materials: Mr. Fitzpatrick stated that the Council receives everything within the 72-hour specifications.

Roberts Rule of Order: Mr. Fitzpatrick stated that occasionally he has noticed members of the audience talking to other audience members or Staff and they should be addressing the Council. He stated that we are sometimes informal which is not a problem, however the Council needs to set the pace. Mayor and Council stated questions/comments should be directed at the Mayor, however the Council can address public members speaking at the podium. Mr. Fitzpatrick stated that another issue is members of the public addressing Staff members; Mayor Strack reiterated that he would like questions, etc. addressed to the Council.

Councilor Turner asked clarification of what types of items required a 4/5th vote and what items only require 2/3rd vote. Mr. Fitzpatrick clarified this. He also discussed Ordinance reading procedures and the fact that if there is no second on a motion...it dies and does not move forward.

Tie Vote: Motion doesn't pass.

Motions: Once a motion is made, public participation ends. Further discussion on an item where a motion was made stays within the Council.

Hearings: Requires 10-days notice usually, they are posted and are published in the paper. Hearings are formally opened for public discussion and closed following public discussion. Mr. Fitzpatrick advised the Council on proper procedures relating to "Quasi-Judicial Matters" (Appeals), especially in regards to Planning Commission items. He also informed the Council on proper procedures relating to Planning Commission items versus City Council items.

Dean Cofer clarified when audience participation will be closed on an agendized item.

Joe DeScala had question relating to Urgency Items, Closed Session Items, and Site visits relating to appealed items; these questions were answered. He then asked the procedure for agendizing an item and was informed that agenda items must be approved by a Council Member, the City Attorney, or through the City Manager.

G. ADJOURN TO REGULAR MEETING: 7:25 p.m.

H. CALL TO ORDER: 7:37 p.m.

I. INVOCATION AND PLEDGE OF ALLEGIANCE:

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

J. PROCLAMATIONS, RECOGNITION'S, APPOINTMENTS: None

K. NOLAN SCHLERETH, CORNING HIGH SCHOOL LIAISON REPORT:

Nolan stated that Homecoming went great. He announced who was Mr. Cardinal and stated they are now thinking of Homecoming themes for next year.

L. BUSINESS FROM THE FLOOR:

Dean Cofer: He produced a letter to the Council regarding the north and southbound entry signs, an item previously addressed by the Council. Mr. Cofer stated his strong objection to the additional costs the City incurred due to the City Manager moving ahead on the signs prior to Council approval. Mayor Strack responded explaining the situation and asking Councils response to the request that it be agendized. Councilor Hill suggested it be discussed during the City Manager evaluation and City Attorney Mike Fitzpatrick stated that it could be done that way and then reported at the end of the closed session.

With no other discussion Mayor Strack moved the meeting to the Consent Agenda.

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

- 2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 3. Waive the Reading and Approve the Minutes of the January 27, 2009 and February 10, 2009 Meetings with any necessary corrections.**
- 4. February 18, 2009 Claim Warrant - \$166,918.93.**
- 5. February 18, 2009 Business License Report.**
- 6. Annual Tehama County State Fair Exhibit Contribution from the City of Corning.**
- 7. Authorization to Record Tax Lien for Delinquent Transient Occupancy Taxes.**
- 8. Accept the Safe Routes to School Cycle 7 Project Notice of Substantial Completion and Approve Release of Contract Retention in the Amount of \$30,604.53.**

Mayor Strack introduced each item by title stating that Item 7 would be removed and agendized for the next meeting. With no discussion, Councilor Turner moved to approve items 2-6 and Item 8. Councilor Hill seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 5-0.**

N. **ITEMS REMOVED FROM THE CONSENT AGENDA:** Item 7 was removed by the Mayor and will be agendaized for the next meeting.

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

P. **REGULAR AGENDA:**

9. Presentation of Recreation Survey by Recreation Supervisor Kim Beck and the Corning High School ROP Leadership Class.

Recreation Supervisor Kimberly Beck introduced this item briefing the Council on the survey. ROP Recreation Leadership Class Councilor Jeff Nelson also addressed the Council acknowledging Kim's positive influence and participation in his class and the resulting survey. Student representatives, Jake Johnson, Jessica Flores and Cheila Madrigal of the Recreation Leadership Class outlined the collaboration efforts for the survey questions through to the completed survey results. They prepared and presented a power point presentation on the survey and survey results.

Councilor Leach thought it was a great presentation and Councilor Hill thanked the students involved for their hard work.

10. Program and Funding Review of Corning Chamber of Commerce and Tehama Economic Development Corp.

Mayor Strack introduced this item by title with a brief explanation stating that at a previous meeting a Council by consensus scheduled to revisit for discussion at mid year budget.

Chamber of Commerce Manager Valanne Cardenas briefed the Council on the number of Chamber yearly Event and attendance numbers. Councilor Turner stated he didn't believe the previous meetings motion only was regarding TEDC.

Bill Moule, President and Claudia Martin, Executive Director of Tehama EDC: Addressed the Council regarding tasks and goals of Tehama Economic Development. Mrs. Martin reported on her attendance last Thursday at a Stimulus Meeting in Sacramento. Mayor Strack asked about the new web page Claudia was working on; Claudia stated that she is still working on it and hope to have something to present at the end of May. Mayor Strack also asked about including the southern end of Tehama County in the Agricultural tours and trade; Claudia stated that she is working hard on this almost to the point being accused of being biased (since she came from Corning).

Councilor Turner asked if Red Bluff or the City of Tehama has reduced their funding to Tehama EDC and what funding have they allocated? Mr. Moule stated that Tehama EDC is listed on the City of Red Bluff's cutting table, as yet they don't know how much.

Mayor Strack made the statement that he would not like to tell either agency that we will reduce their funding. He stated that he believes the City should continue the allocated budget. By Council consensus the Council agreed to they funds for this year as budgeted for both the Chamber of Commerce and Tehama Economic Development.

11. CEQA Mitigated Negative Declaration; Blackburn Avenue Widening Project.

Mayor Strack introduced this item by title and Public Works Director John Brewer further explained the CEQA Mitigated Negative Declaration for the Blackburn Avenue Widening Project. He explained the need for the widening on this street and the terms of the Grant funding. He informed the Council of the seven mitigation measures and the steps to complete the process. Mr. Brewer also informed the Council that they had received no public comments.

Councilor Hill asked if we had any preliminary numbers at this time for the project; Mr. Brewer stated not at this time. He then outlined the various stages from acquiring property for easements, relocation of power lines, etc. Mr. Brewer also informed the Council of the delays in relation to the completion of the Agreement and Agreement terms.

Councilor Leach motioned to adopt the Subfinding and Finding pursuant to the California Environmental Quality Act (CEQA). Councilor Parkins seconded the motion. **Ayes: Strack, Hill, Turner, Parkins and Leach. Opposed: None. Absent/Abstain: None. Motion was approved by a vote of 5-0.**

12. Informational Item; Dedication of Public Property from HPT PSC Properties Trust; South Avenue Interchange Project.

Mayor Strack introduced this item by title explaining the location of the property and that the City didn't officially accept the deed at the time it was originally presented. **Discussion item only – no action required.**

13. Review of City Public Nuisance Abatement Codes to Identify Needed Changes.

Mayor Strack introduced this item by title stating that the City has the Codes; Council now needs to direct Staff on how hard we want City personnel to enforce the Codes and Fines. Councilor Hill stated that she would like to see the Codes more strictly enforced and monetary fines issued. Councilor Turner stated he believed that this was brought before Council so that Council could decide if too much latitude had been allowed. Councilor Hill stated the public noticing and public hearing process needs to be followed and the public informed that the City is going to strongly enforce these Codes.

Mayor Strack asked Chief Cardenas about enforcement issues; Mr. Cardenas responded with some suggestions requiring a strict plan for enforcement timelines. Councilor Hill verified the paper trail, possibly requesting signature on verbal warning. Chief Cardenas suggested certified mailing; Council members stated that would be fine. City Attorney Michael Fitzpatrick stated this could be policy and doesn't specifically need to be written into the Codes word for word. Chief Cardenas stated his main concern is that the Police Department and Code Enforcement Officers have the backing of the Council; the Council stated that the department had the Council's full support.

Dean Cofer: Addressed the Council stating that they had gone a different direction than what he thought the Council would. He referenced prior complaints by Gene May in regard to his neighbor's property. He stated he doesn't believe that the Codes need to be changed, just enforced.

Councilor Hill suggested clean-up language on page 94, 8.6.100 regarding the solid waste contractor; City Manager Kimbrough stated he would get with the City Attorney and go over this language. Public Works Director John Brewer stated that a fence permit had been issued for the property in question and relating to Mr. May's complaints.

Teresa Smith addressed the Council stating notices should be given to the tenants as well as the owner.

Chief Spannaus stated some items, such as 95-2 might need to be reviewed.

By Consensus of the Council authorized City Staff to enforce the Ordinances/Municipal Codes as they are written with the noted corrections to fit the times.

Allan Turner, brother of Mr. May's neighbor wanted to know why his brother is being singled out. Councilor Parkins stated that the Council wasn't specifically addressing this towards his brother, this is a complaint brought to our attention and regarding a Code Enforcement complaint and review. Don McCallister asked the definition of clean.

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

R. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

City Clerk Lisa Linnet read a card received from the Harvest Church thanking the City Council and Staff.

S. REPORTS FROM MAYOR AND COUNCIL MEMBERS:

- 14. **Hill:** Reported on the Joint Meeting in Red Bluff on Thursday, February 19, 2009.
- 15. **Turner:** Reported on attendance of the Water Board Meeting here last Thursday night, the Indian Gaming Commission Meeting, and the Awards Dinner.
- 16. **Parkins:** None.
- 17. **Leach:** Reported on the Tripartite Board Meeting he attended last Thursday.
- 18. **Strack:** Reported that the Airport Commission will be meeting March 2, Recreation Commission will be meeting on March 3 and will be discussing a skateboard park.

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Bucky Bowen: Addressed the Council regarding rumor heard of statements he made.

T. ADJOURN TO CLOSED SESSION: 9:01 p.m.

PUBLIC EMPLOYMENT:

**Pursuant to Government Code Section 54957:
Continuation of City Manager Evaluation**

U. RECONVENE AND REPORT ON CLOSED SESSION: 10:01 p.m.

Reported that Council wanted to emphasize Code Enforcement and Public Nuisance Abatement. Council scheduled a continuation of the City Manager evaluation to follow the next City Council Meeting on March 10, 2009.

V. ADJOURNMENT!: 10:02 p.m.



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: March 4, 2009

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, March 10, 2009 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending	02-25-09	\$	15,220.23
B.	Payroll Disbursements	Ending	02-27-09	\$	76,568.79
C.	Cash Disbursements	Ending	03-04-09	\$	64,617.44
GRAND TOTAL				\$	<u>156,406.46</u>

REPORT.: Feb 27 09 Friday
 RUN...: Feb 27 09 Time: 16:08
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-09 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
008149	02/19/09	FEA01	FEARS, JEREMIAH	115.29	.00	115.29	090219	K-9 PROGRAM/POLICE
008150	02/23/09	CAL09	CALIF PEACE OFFICERS ASSN	250.00	.00	250.00	090219	Training/Educ.-DISPATCH
008151	02/23/09	SCH03	SCHUTTER, CARLA	73.12	.00	73.12	090220	Training/Educ. Policedispat
008152	02/24/09	DOD01	JAMES DODGE	291.09	.00	291.09	090223	TRAINING/ED-POLICE
008153	02/24/09	PAT03	PATTERSON, JOHN A.	88.15	.00	88.15	090223	TRAINING/ED-FIRE
008154	02/24/09	SPA10	SPANNAUS, MARTIN	236.10	.00	236.10	090223	TRAINING/ED-FIRE
008155	02/24/09	FID00	FIDELITY NATIONAL TITLE	360.00	.00	360.00	952000002	PROF SVCS-FINANCE
008156	02/25/09	ACI01	ACI ENTERPRISES, INC.	276.75	.00	276.75	8596	WorkmensComp. General Cit
008157	02/25/09	ATT13	AT&T/MCI	854.82	.00	854.82	090211	COMMUNICATIONS-
008158	02/25/09	BAS01	BASIC LABORATORY, INC	86.00	.00	86.00	0901635	ProfServices Water Dept
008159	02/25/09	BEC01	BECK, CHUCK	275.00	.00	275.00	090223	REC INSTRUCT-REC
008160	02/25/09	CIT12	CITY OF REDDING	807.84	.00	807.84	090219	OTS-SEMINAR-POLICE
008161	02/25/09	COM01	COMPUTER LOGISTICS, INC	3840.00	.00	3840.00	44726	Equip.Maint.-GEN CITY
008162	02/25/09	COR10	CORNING GLASS & MIRROR	250.15	.00	250.15	28508	VEH OP/MAINT-POLICE
008163	02/25/09	DEM03	DEMO, CHRIS	339.48	.00	339.48	090223	TRAINING/ED-FIRE
008164	02/25/09	DEP01	DEPT OF JUSTICE	52.00	.00	52.00	090223	PROF SVCS-POLICE
008165	02/25/09	DEP12	DEPT OF JUSTICE	385.00	.00	385.00	723930	PROF SVCS-POLICE
008166	02/25/09	FED01	FEDERAL EXPRESS	68.68	.00	68.68	909660654	SHIPPING-
008167	02/25/09	HIN01	HINDERLITER, DE LLAMAS &	410.99	.00	410.99	0014928IN	ProfServices-FINANCE
008168	02/25/09	INT00	INTERSTATE BATTERY SYSTEM	235.46	.00	235.46	612108	COMP EQUIP-FIRE
008169	02/25/09	JKH00	JKH DOOR SERVICE COMPANY	89.00	.00	89.00	902117	BLD MAINT-FIRE
008170	02/25/09	LAN03	LANDS'END, INC.	38.56	.00	38.56	07277619	MAT & SUPPLIES-GEN CITY
008171	02/25/09	LNC01	LN CURTIS & SONS	329.92	.00	329.92	116602501	MAT & SUPPLIES-
				130.62	.00	130.62	116714100	MAT & SUPPLIES-FIRE
			Check Total.....	460.54	.00	460.54		
008172	02/25/09	MAY01	MAY, WILLIAM L.	1507.20	.00	1507.20	200921520	EE RELATIONS-LGL SVCS

REPORT.: Feb 27 09 Friday
 RUN....: Feb 27 09 Time: 16:08
 Run By.: LORI

CITY OF CORNING

Cash Disbursement Detail Report
 Check Listing for 02-09 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
008173	02/25/09	MGT00	MGT OF AMERICA, INC.	750.00	.00	750.00	17323	PROF SVCS-FINANCE
008174	02/25/09	NEX02	NEXTEL	370.29	.00	370.29	086319087	COMMUNICATIONS-POLICE
008175	02/25/09	NOR31	NORM'S PRINTING	72.88	.00	72.88	006495	OFFICE SUPPLIES-BLD & SAF
				119.83	.00	119.83	006496	OFFICE SUPPLIES-FINANCE
			Check Total.....	192.71	.00	192.71		
008176	02/25/09	OFF01	OFFICE DEPOT	85.96	.00	85.96	464856693	Office Supplies PoliceDis
008177	02/25/09	PAC16	PACIFIC TELEMAGEMENT	303.00	.00	303.00	98389	COMMUNICATIONS-GEN CITY
008178	02/25/09	PGE2A	PG&E	48.29	.00	48.29	090217	ELECT-BLUE HERON CT
008179	02/25/09	WES02	WESTERN BUSINESS PRODUCTS	35.76	.00	35.76	016839	Equip.Maint.-FIRE
008180	02/25/09	TEH08	COUNTY OF TEHAMA	2043.00	.00	2043.00	090225	PROF SVCS-BLACKBURN AVE I
Cash Account Total.....				15220.23	.00	15220.23		
Total Disbursements.....				15220.23	.00	15220.23		
Cash Account Total.....				.00	.00	.00		

REPORT.: Feb 27 09 Friday
 RUN.....: Feb 27 09 Time: 16:08
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 02-09 Bank Account.: 1025

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
3856	02/25/09	BAN03	POLICE OFFICER ASSOC.	350.00	.00	350.00	A90224	POLICE OFFICER ASSOC
3857	02/25/09	EDD01	EMPLOYMENT DEVELOPMENT	3522.45	.00	3522.45	A90224	STATE INCOME TAX
				1107.40	.00	1107.40	1A90224	SDI
			Check Total.....:	4629.85	.00	4629.85		
3858	02/25/09	ICM01	ICMA RETIREMENT TRUST-457	275.00	.00	275.00	A90224	ICMA DEF. COMP
3859	02/25/09	OEU03	OPERATING ENGINEERS	800.00	.00	800.00	A90224	CREDIT UNION SAVINGS
3860	02/25/09	PERS1	PUBLIC EMPLOYEES RETIRE	27967.25	.00	27967.25	A90224	PERS PAYROLL REMITTANCE
3861	02/25/09	PERS4	Cal Pers 457 Def. Comp	25.00	.00	25.00	A90224	PERS DEF. COMP.
3862	02/25/09	PRE03	PREMIER WEST BANK	7876.23	.00	7876.23	A90224	HSA DEDUCTIBLE
3863	02/25/09	VAL06	VALIC	925.00	.00	925.00	A90224	AIG VALIC P TAX
3864	02/27/09	AFL01	AMERICAN FAMILY LIFE	1291.76	.00	1291.76	A90228	AFLAC INS.PRE TAX
3865	02/27/09	BLU02	BLUE SHIELD OF CALIFORNIA	10210.00	.00	10210.00	A90228	MEDICAL INSURANCE
3866	02/27/09	OEU01	OPERATING ENGINEERS #3	15780.00	.00	15780.00	A90228	MEDICAL INSURANCE
3867	02/27/09	OEU02	OPERATING ENG. (DUES)	215.00	.00	215.00	A90228	UNION DUES MGMNT
				559.00	.00	559.00	1A90228	UNION DUES POLICE
				240.00	.00	240.00	2A90228	UNION DUES DISPATCH
				600.00	.00	600.00	3A90228	UNION DUES-MISC
			Check Total.....:	1614.00	.00	1614.00		
3868	02/27/09	PRI04	PRINCIPAL	2917.98	.00	2917.98	A90228	DENTAL INSURANCE
				559.92	.00	559.92	1A90228	VISION INSURANCE
			Check Total.....:	3477.90	.00	3477.90		
3869	02/27/09	TRA03	TRANSAMERICA LIFE INS CO.	1346.80	.00	1346.80	A90228	LIFE INSURANCE
			Cash Account Total.....:	76568.79	.00	76568.79		
			Total Disbursements.....:	76568.79	.00	76568.79		

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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-09 Bank Account.: 1020

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 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
008193	03/02/09	BRE01	BREWER, JOHN	400.00	.00	400.00	000A903011	VEH OP/MAINT-
008194	03/02/09	CAR03	CARDENAS, ANTHONY	400.00	.00	400.00	000A903011	ProfServices PoliceService
008195	03/02/09	COR07	CORBIN WILLITS SYSTEMS	729.72	.00	729.72	000A903011	Finance Dept.
008196	03/02/09	COR09	CORNING CHAMBER OF COMM.	1600.00	.00	1600.00	000A903011	CngChamberComm. Economic
008197	03/02/09	HAL05	HALL, ROBERT	104.70	.00	104.70	000A903011	ProfServices FireDepartme
008198	03/02/09	KEN00	KEN VAUGHAN & SONS	904.17	.00	904.17	000A903011	Landscape Maint-Parks
008199	03/02/09	KEN01	KEN VAUGHAN & SONS	800.00	.00	800.00	000A903011	Janitorial
008200	03/02/09	PIT01	PITNEY BOWES	241.84	.00	241.84	000A903011	Rents/Leases Finance Dept
008201	03/02/09	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000A903011	K-9 PROGRAM-POLICE
008202	03/02/09	TLD01	TEDC	1666.66	.00	1666.66	000A903011	Economic Devel
008203	03/02/09	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000A903011	Prof. Svcs.-Fire Dept.
008204	03/02/09	COU03	COURTYARD BY MARRIOTT	382.24	.00	382.24	090302	TRAINING/EDUCATION-POLICE
008205	03/03/09	ARA02	ARAMARK UNIFORM SRV. INC.	48.00	.00	48.00	4150730	Mat/Supplies-FIRE
008206	03/03/09	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	0901771	ProfServices Water Dept
008207	03/03/09	CAM02	CAMELLIA VALLEY SUPPLY	37.75	.00	37.75	0706630	MAT & SUPPLIES-WTR
008208	03/03/09	CAR12	CARREL'S OFFICE MACHINES	2.78	.00	2.78	079965	MAT & SUPPLIES-LIBRARY
				1.93	.00	1.93	080670	MAT & SUPPLIES-LIBRARY
			Check Total.....	4.71	.00	4.71		
008209	03/03/09	CLA01	CLARKS DRUG STORE	7.86	.00	7.86	29451	MAT & SUPPLIES-POLICE
008210	03/03/09	COR01	CORNING VETERINARY	350.00	.00	350.00	19668	SPAY/NEUTER VOUCHER PROGR
008211	03/03/09	COR03	CORNING RENTALS	150.00	.00	150.00	31039	MAT & SUPPLIES-PARKS
008212	03/03/09	COR10	CORNING GLASS & MIRROR	199.75	.00	199.75	28512	VEH OP/MAINT-ACO
008213	03/03/09	COR12	CORNING FORD MERCURY, INC	106.07	.00	106.07	105984	Veh Opr/Maint-FIRE
008214	03/03/09	COR20	CORNING ELECTRONICS	321.74	.00	321.74	10079927	EQUIP REPLAC-POLICE
008215	03/03/09	COR22	CORNING MEDICAL ASSOC	168.00	.00	168.00	090302	PROF SVCS-DISPATCH

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CITY OF CORNING
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
008216	03/03/09	DEP16	DEPT OF PUBLIC HEALTH	233.23	.00	233.23	0950679	REQ PYMTS-STATE-WTR
008217	03/03/09	FIR01	FIRST BANKCARD	78.08	.00	78.08	090225	VEH OP/MAINT-SWR
008218	03/03/09	FIR02	FIRST BANKCARD	22.00	.00	22.00	090225	TRAINING/ED-DISPATCH
008219	03/03/09	KNI00	KNIFE RIVER CONSTRUCTION	703.03	.00	703.03	94283	MAT & SUPPLIES-STR
008220	03/03/09	LAR01	LARRY'S PEST & WEED,	4667.00	.00	4667.00	13879	WEED/TREE SPRAY-STR
008221	03/03/09	LIN01	LINCOLN EQUIPMENT, INC.	1445.87	.00	1445.87	SI109033	MAT & SUPPLIES-PARKS
008222	03/03/09	MCC01	MCCOY'S HARDWARE & SUPPLY	54.39	.00	54.39	090225	MAT & SUPPLIES-
008223	03/03/09	MOO01	MOORES AWARD CENTER	12.69	.00	12.69	74168	MAT & SUPPLIES-CITY COUNC
008224	03/03/09	PAT02	PATTERSON ELECTRIC,	69.55	.00	69.55	1480	BLD MAINT-LIBRARY
				120.00	.00	120.00	1481	MAT & SUPPLIES-SWR
			Check Total.....:	189.55	.00	189.55		
008225	03/03/09	PGE01	PG&E	19570.34	.00	19570.34	090219	Electricity General City
008226	03/03/09	PGE2B	PG&E	4929.78	.00	4929.78	090224	ELECT-WWTP
008227	03/03/09	PHI01	PHIL'S AUTOMOTIVE	55.00	.00	55.00	33401	Veh Opr/Maint-POLICE
008228	03/03/09	SEI01	SEILER, ROY R., CPA	421.40	.00	421.40	23062	ProfServices Finance Dept
008229	03/03/09	USB01	US BANCORP	938.58	.00	938.58	118749084	Rents/Leases-GEN CITY
008230	03/03/09	XER00	XEROX CORPORATION	150.87	.00	150.87	039026279	EQUIP MAINT-POLICE
008231	03/04/09	AND01	ED ANDERSON	5347.50	.00	5347.50	090303	ProfServices
008232	03/04/09	APP01	APPLY-A-LINE INC.	2912.80	.00	2912.80	42379	Thermo Plastic Streets
008233	03/04/09	CHI06	CHICO POWER EQUIPMENT	64.65	.00	64.65	15540	MAT & SUPPLIES-
008234	03/04/09	COM01	COMPUTER LOGISTICS, INC	42.00	.00	42.00	44916	COMMUNICATIONS-
				24.00	.00	24.00	44917	COMMUNICATIONS-FIRE
				26.00	.00	26.00	44918	COMMUNICATIONS-POLICE
				116.67	.00	116.67	44962	COMMUNICATIONS-POLICE
			Check Total.....:	208.67	.00	208.67		
008235	03/04/09	COR01	CORNING VETERINARY	200.54	.00	200.54	19664	ProfServices-
008236	03/04/09	COR08	CORNING LUMBER CO INC	1296.74	.00	1296.74	090225	Mat/Supplies-

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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-09 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
008237	03/04/09	DEP03	DEPT OF TRANS/CAL TRANS	86.76	.00	86.76	183637	Equip.Maint. St&Trf Light
008238	03/04/09	FIR00	FIRST BANKCARD	784.49	.00	784.49	090225	TRAINING/ED-
008239	03/04/09	HAT10	HATFIELD'S	81.31	.00	81.31	090225A	Mat/Supplies-
008240	03/04/09	NAP01	NAPA AUTO PARTS	668.35	.00	668.35	090225	Veh Opr/Maint-
				70.57	.00	70.57	090225A	Veh Opr/Maint-FIRE
			Check Total.....:	738.92	.00	738.92		
008241	03/04/09	NEX01	NEXTEL COMMUNICATIONS	496.15	.00	496.15	090301	COMMUNICATIONS-
008242	03/04/09	NOR25	NORTHERN LIGHTS ENRGY, INC	2345.84	.00	2345.84	89551	VEH OP/MAINT-
				178.62	.00	178.62	89578	VEH OP/MAINT-FIRE
				1293.27	.00	1293.27	98577	MAT & SUPPLIES-
			Check Total.....:	3817.73	.00	3817.73		
008243	03/04/09	OFF01	OFFICE DEPOT	133.71	.00	133.71	465446577	Office Supplies Policedis
008244	03/04/09	PET03	PETTY CASH	296.74	.00	296.74	090303	CONF/MTGS-M&S-PROF SVCS-
008245	03/04/09	PGE01	PG&E	275.25	.00	275.25	090226	Electricity-SWR
008246	03/04/09	RAR01	ROLLS, ANDERSON & ROLLS	2481.20	.00	2481.20	6626	SRTS-STR PROJ
008247	03/04/09	THO01	THOMES CREEK ROCK CO	213.70	.00	213.70	090302	Mat/Supplies-STR
008248	03/04/09	ACC00	ACCESS INFORMATION	334.44	.00	334.44	51068	MAT & SUPPLIES-
008249	03/04/09	FIT01	FITZPATRICK LAW OFFICES	483.40	.00	483.40	090302	City Attny Srvs LegalServ
				86.30	.00	86.30	090303	BOOKS/PERIODICS-LGL SVCS
			Check Total.....:	569.70	.00	569.70		
008250	03/04/09	HAT10	HATFIELD'S	203.48	.00	203.48	090225	Mat/Supplies-
008251	03/04/09	HAW03	HAWTHORNE SUITES	573.96	.00	573.96	090302	TRAINING/ED-POLICE
008252	03/04/09	LNC01	LN CURTIS & SONS	320.92	.00	320.92	116806601	MAT & SUPPLIES-FIRE
008253	03/04/09	OUR00	OUR DESIGNS, INC.	278.95	.00	278.95	1526800A	UNIFORM/CLOTH-FIRE
008254	03/04/09	PAC16	PACIFIC TELEMANAGEMENT	74.95	.00	74.95	101791	COMMUNICATIONS-GEN CITY
008255	03/04/09	QUI02	QUILL CORPORATION	87.03	.00	87.03	3924432	Office Supplies-FIRE
				57.90	.00	57.90	3927576	Office Supplies-FIRE

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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-09 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
Check Total.....:				144.93	.00	144.93		
008256	03/04/09	VAL07	VALLEY VETERINARY CLINIC	75.53	.00	75.53	47430	K-9 PROGRAM-POLICE
008257	03/04/09	WHI03	WHITE, JEREMY D.	140.00	.00	140.00	090217	TRAINING/ED-POLICE
Cash Account Total.....:				64617.44	.00	64617.44		
Total Disbursements.....:				64617.44	.00	64617.44		

Date... Mar 4, 2009
 Time... 3:53 pm
 Run by: LORI

CITY OF CORNING
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
 List.: NEWB
 Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Telephone
JKH LANDSCAPING	4371 HALL RD	CORNING, CA 96021	TOMAS	JOHN & GENERAL LANDSCAPING MAINTENANCE	03/03/09	(530) 592-5445
OILAR'S AUTO TRANSP	821 PRUNE ST	CORNING, CA 96021	OILAR	DOUG AUTO TRANSPORT	03/03/09	(530) 824-3945
THIS AND THAT UNIQUE	1204 MARGUERITE AVE	CORNING, CA 96021	HANMORE	SUSAN SELLING OF GENERAL MERCHANDISE VIA INTER	02/25/09	(530) 824-0775
VALLEY PET & FEED	1251 HIGHWAY 99W	CORNING, CA 96021	WOOTEN	CRYSTAL PET & FEED SUPPLY	03/03/09	(530) 824-4100

CITY OF CORNING**FEBRUARY 2009****TREASURERS REPORT**

AGENCY	BALANCE	RATE	MATURES ON
LOCAL AGENCY INVESTMENT FUND	2,325,079.77	2.54	
PREMIER WEST BANK	193,375.32	2.67	03/28/09
PREMIER WEST BANK	173,199.58	2.67	04/20/09
TRUST ACCOUNTS			
PREMIER WEST BANK RIDELL TRUST	203,058.61	2.52	06/13/10

Respectfully Submitted

Pala Cantrell
City Treasurer

For the Period 2/1/2009 thru 2/28/2009

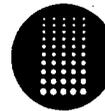
Owner and Address	Parcel Number	Issued On	Valuation				
DONNA AUTO 1517 YOLO ST CORNING CA 96021 Permit Description: REPLACE 100 AMP SERVICE	7112302 Site Street Address: 1517 YOLO ST	2/17/2009	500.00				
JOHN MURRAY 2151 SOUTH AVE CORNING CA 96021 Permit Description: INSTALL NEW & REPACE EXISTING SIGN	8710066 Site Street Address: 2151 SOUTH AVE	2/25/2009	8,500.00				
TBS PETROLEUM 2176 SOLANO ST CORNING CA 96021 Permit Description: HEALY EVR UPGRADE	7133007 Site Street Address: 2176 SOLANO ST	2/26/2009	10,000.00				
AL MCKNIGHT 983 HICKORY ST CORNING CA 96021 Permit Description: ADD ELECTRIC FOR KITCHEN RANGE HOOD	7316306 Site Street Address: 983 HICKORY ST	2/26/2009	100.00				
AL MCKNIGHT 983 HICKORY ST CORNING CA 96021 Permit Description: METAL CARPORT/INT. BACK YARD FENCE	7316306 Site Street Address: 983 HICKORY ST	2/26/2009	400.00				
JAIME CEA 263 EDITH AVE CORNING CA 96021 Permit Description: INCLOSE GARAGE/ ADD COVERED PATIO	7134041 Site Street Address: 263 EDITH AVE	2/26/2009	1,500.00				
13 Permits Issued from		2/1/2009	Thru	2/28/2009	OR A TOTAL VALUATION OF	\$	99,250.00

*** END OF REPORT ***

PERMITS ISSUED (sort by Permit #)

For the Period 2/1/2009 thru 2/28/2009

Owner and Address	Parcel Number	Issued On	Valuation
FLYING J 2120 SOUTH AVE CORNING CA 96021 Permit Description: E.V.R. PHASE 2 UPGRADE	8705038 Site Street Address: 2120 SOUTH AVE	2/2/2009	30,400.00
IVAN HILL 1411 FOURTH AVE CORNING CA 96021 Permit Description: REPLACE 100 AMP SERVICE	7127305 Site Street Address: 1411 FOURTH AVE	2/2/2009	650.00
STEVE TURNER 1618 MARIN ST CORNING CA 96021 Permit Description: BACK YARD FENCE	7112210 Site Street Address: 1618 MARIN ST	2/2/2009	200.00
MARTY HOYT 362 RIO VISTA CT CORNING CA 96021 Permit Description: REPLACE 100 AMP ELECT. SERVICE	7135036 Site Street Address: 362 RIO VISTA CT	2/3/2009	1,800.00
YVONNE BENNETT 1165 TOOMES AVE CORNING CA 96021 Permit Description: REMODEL-KITCHEN/BATH & 200 AMP SERVICE	7121108 Site Street Address: 1165 TOOMES AVE	2/6/2009	34,000.00
AAA TRUCK WASH 3525 HWY 99W CORNING CA 96021 Permit Description: CHANGE FACE OF SIGN	8710060 Site Street Address: 3525 HWY 99W	2/17/2009	10,000.00
ROSIE MARTINEZ 220 MARTY CT CORNING CA 96021 Permit Description: CHANGE OUT HEATING UNIT	7324015 Site Street Address: 220 MARTY CT	2/13/2009	1,200.00



CITY OF CORNING
WASTEWATER OPERATION SUMMARY REPORT
February 2009

Below is a summary of the Monthly Operations Report that will be available for City review on March 10, 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) North State Elect repaired #1 aerator.
- 9) Safety meeting.
- 10) North State Elect pulled #3 aerator to repair seal in gearbox.
- 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) Replaced fan on control panel in back room.
- 18) Cleaned chlorine building.
- 19) Took out trash.
- 20) Tested all chlorine and So₂ sensors.
- 21) River samples.
- 22) Working on why such a difference between influent and effluent flows.
- 23) Patterson Elect installed new motor in heating unit of SO₂ room.
- 24) Checked all fire extinguishers.
- 25) Cleaned probe at lift station.
- 26) Tel-Star here to install PH meter and analog recorder.
- 27) Calibrated So₃ analyzer.
- 28) Inspected truck washes in city limits and took samples.
- 29) Had over 3MG go thru plant on 16-17th do to heavy rain, plant had no problems.
- 30) Training for plant staff, when high water hits.
- 31) Put weed&feed on lawn.
- 32) Tested alarms with Fire Dept.
- 33) Mowed lawn.
- 34) Repaired pull rope on mower.
- 35) Received Mkey book for ¾ ton truck.
- 36) Sprayed weeds around plant.
- 37) Ordered bags for Hellsieve unit.
- 38) Pick up fish for Bioassay testing.
- 39) Tel-Star here to look at motor in chart recorder.

Total daily plant flow for the month of February 2009 was 820,357 GPD.

Total daily plant flow for the previous month of January 2009 was 667,871 GPD

February 2009

Industrial Flow = 838,934 GPD
(Flow into the Bell Carter Ponds)

Domestic Flow = 820,357 GPD

January 2009

Industrial Flow = 566,851 GPD

Domestic Flow = 667,871 GPD

**ITEM NO: J-10
RECOMMEND APPOINTMENT OF
R.J. "TONY" MILLER TO THE
CORNING AIRPORT COMMISSION
MARCH 10, 2009**

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

FROM: GARY R. STRACK, MAYOR

SUMMARY:

Mayor Strack recommends the appointment of R.J. "Tony" Miller to the City of Corning Airport Commission.

BACKGROUND:

The City has received the attached application from R.J. "Tony" Miller for appointment to the Corning Airport Commission. Mr. Miller is retired from the Air Force and is a rancher. He is a pilot and aircraft owner and previously served on the Riverside, CA Airport Commission. Mr. Miller also previously served as a military representative to the Clovis Airport Commission and participated on several advisory committees.

RECOMMENDATION:

**MAYOR AND COUNCIL REVIEW THE ATTACHED APPLICATION AND
APPOINT R.J. "TONY" MILLER TO THE CITY OF CORNING AIRPORT
COMMISSION EFFECTIVE IMMEDIATELY.**



APPLICATION FOR COMMISSION APPOINTMENT CORNING CITY CLERK

Date: 1-6-2009

- Commission:
- Planning Commission
 - Recreation Commission
 - Library Commission
 - Airport Commission

M

Name: R.I. "TONY" MILLER

Home Address: 3160 WISCONSIN AVE
CORNING, CA 96021

Phone No.: 530/517-0215

Business Address: _____

Phone No.: _____

Occupation: RETIRED USAF & RANCHER

Do you reside within the City of Corning? Yes _____ No X

What qualifications do you have that will assist the Commission of your choice in fulfilling its functions? PILOT, AIRCRAFT OWNER, AIRCRAFT RELATED BUSINESS ACTIVITIES. WAS MILITARY REP TO AIRPORT COMMISSION - COVIS, DM HAVE SAT ON SEVERAL "ADVISORY" COMMITTEES

Have you served on other Boards, Committees, or Commissions? Yes X No _____

If so, please list them:

AIRPORT COMMISSION - RIVERSIDE, CA MID 1970'S

Have you researched the time and travel commitments associated with serving on this Commission? Yes X No _____

Can you meet those commitments? Yes X No _____

Please comment on your reasons for seeking this appointment.

TO ASSIST IN FURTHER DEVELOPMENT OF CORNING AIRPORT

R.I. Miller
Signature

STATE LAW REQUIRES THAT APPOINTMENTS TO BOARDS AND COMMISSIONS BE CONSIDERED BY THE CITY COUNCIL IN OPEN SESSION AND YOU MAY BE ASKED TO BE PRESENT FOR AN INTERVIEW.

**ITEM NO. J-11
RESOLUTION NO. 3-10-09-01; A
RESOLUTION AMENDING RESOLUTION 1-
08-08-02; VACATING THAT PORTION OF
NORTH STREET BETWEEN THIRD AND
FOURTH STREETS.**

MARCH 10, 2009

TO: CITY COUNCIL OF THE CITY OF CORNING

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



PROJECT SUMMARY:

The City Council adopted Resolution No. 1-08-08-02 on January 8, 2008. The resolution officially abandoned North Street between Third and Fourth Streets as requested by Bell Carter Foods. The resolution was subsequently recorded in the Tehama County Clerk's Office.

While reviewing the recorded property documents, Tehama County Assessor's Office staff noted a mistake in the legal description that accompanied Resolution 1-08-08-02. The purpose of tonight's staff report is to adopt a resolution that corrects the errant legal description within Resolution 1-08-08-02.

Staff recommends adopting Resolution 3-10-09-01 for that purpose.

Note that Bell Carter has recently completed the physical closure of the street and installed the required curb and gutter, fencing, signage, barricades and landscaping that are referenced in the recommended approval conditions.

STAFF RECOMMENDATION:

That the City Council:

- **ADOPT RESOLUTION NO. 3-10-09-01, A RESOLUTION AMENDING RESOLUTION 1-08-08-02 AND VACATING THAT PORTION OF NORTH STREET LYING BETWEEN THIRD AND FOURTH STREETS WITH OF INTENT TO VACATE THAT PORTION OF NORTH STREET BETWEEN THIRD AND FOURTH STREETS WITH THE RECOMMENDED CONDITIONS OF APPROVAL.**

CITY OF CORNING RESOLUTION NO. 3-10-09-01
A RESOLUTION OF THE CITY OF CORNING AMENDING RESOLUTION 1-08-08-02
AND VACATING THAT PORTION OF NORTH STREET LYING BETWEEN THIRD
AND FOURTH STREETS

WHEREAS, Resolution No. 12-11-07-01, a Resolution of Intention to vacate that portions of North Street lying between Third and Fourth Streets was adopted by action of the Corning City Council on December 11, 2007, and

WHEREAS, Bell Carter Foods, Inc. currently owns the properties on both sides of the subject segment of North Street, and

WHEREAS, Bell Carter Foods, Inc. operates olive processing facilities on either side of the subject street segment, and

WHEREAS, the positions of the two facilities necessitates frequent street crossing by Bell Carter employees, and

WHEREAS, this condition poses public safety risk to both motorists and Bell Carter employees, and

WHEREAS, vacating the street would facilitate improved security for Bell Carter, Inc., and

WHEREAS, in the letter dated October 25, 2007 from Randick, O'Dea & Tooliatos, LLP, attorneys representing Bell carter, Inc., the company offers to dedicate additional right of way for Blackburn Avenue in exchange for the vacation of this one block segment of North Street, and

WHEREAS, the Corning City Council has adopted the findings recommended by staff in the staff report dated January 8, 2008, and

WHEREAS, the Corning City Council adopted Resolution No. 1-08-08-02 on January 8, 2008, and the Resolution was subsequently recorded by the Tehama County Clerk and Recorder as document No. 2008015359 of the Official Records of Tehama County, and

WHEREAS, staff noted an error in the legal description included in Resolution No. 1-08-08-02, that must be corrected.

NOW THEREFORE, BE IT RESOLVED THAT:

The segment of North Street lying between Third and Fourth Streets and identified in Attachment "A" (legal description) and "B" (diagram) is hereby vacated, except that the City shall retain a public utility easement within the existing 40 foot-wide right of way of North Street, and,

BE IT FURTHERED RESOLVED THAT:

Bell Carter, Inc. shall complete improvements to satisfy the following conditions of approval and as directed by the Corning Director of Public Works and City Engineer:

1. FOURTH STREET INTERSECTION IMPROVEMENTS. Grind out the asphalt and install approximately 50 linear feet of vertical curb and gutter (with a 50' radius) commencing at the southeast corner of North Street and Fourth Street, and curving to the left. Replace asphalt to fit new curb and gutter.
2. BARRICADE. Install Street Barricade and signage, behind the new curb and gutter, in accordance with Corning Standard S-8 and painted bright white.
3. SIGNAGE. Install signage and pavement marking to identify closed portion of the street as directed by the City Engineer and Public Works Director. Remove North Street sign at Third Street.

This street vacation shall be effective only upon recordation of an instrument from Bell Carter Foods, Inc. to the City of Corning dedicating additional Blackburn Avenue right of way sufficient to provide 40 feet of half width on the south side of the centerline from the property identified as Assessor's Parcel 71-030-15.

This resolution is offered to correct the errant legal description contained within Resolution No. 1-08-08-02 and was adopted at a regular meeting of the City Council of the City of Corning held on March 10, 2009, by the following vote:

AYES:

NOES: None

ABSENT OR NOT VOTING:

MAYOR

ATTEST:

LISA M. LINNET, CITY CLERK

**CITY OF CORNING RESOLUTION NO. 3-10-09-01
A RESOLUTION AMENDING RESOLUTION NO. 1-08-08-02 AND VACATING A
PORTION OF NORTH STREET
ATTACHMENT "A"**

Legal Description for the
Abandonment of North Street
Between
Fourth Street and Third Street (Old Hwy. 99W.)
City of Corning

All that certain real property situate, in the City of Corning, County of Tehama, State of California, being the 40-foot right-of-way of North Street between Fourth Street and Third Street, and more particularly described as follows:

BEGINNING at the northwest corner of Lot 16, Block 3, of the Town of Corning, which map thereof was recorded in Book A, Page 47, August 3, 1888 in the Tehama County Recorder's Office, said point also being the southeast corner of North Street and Fourth Street rights-of way;

THENCE, easterly along the southerly line of North Street, a distance of 400 feet to the northeast corner of Lot 1, in said Block 3, said point also being the southwest corner of Third Street and North Street rights-of-way;

THENCE, northerly, along the westerly right-of-way line of Third Street, a distance of 40 feet to the easterly prolongation of the northerly right-of-way line of North Street;

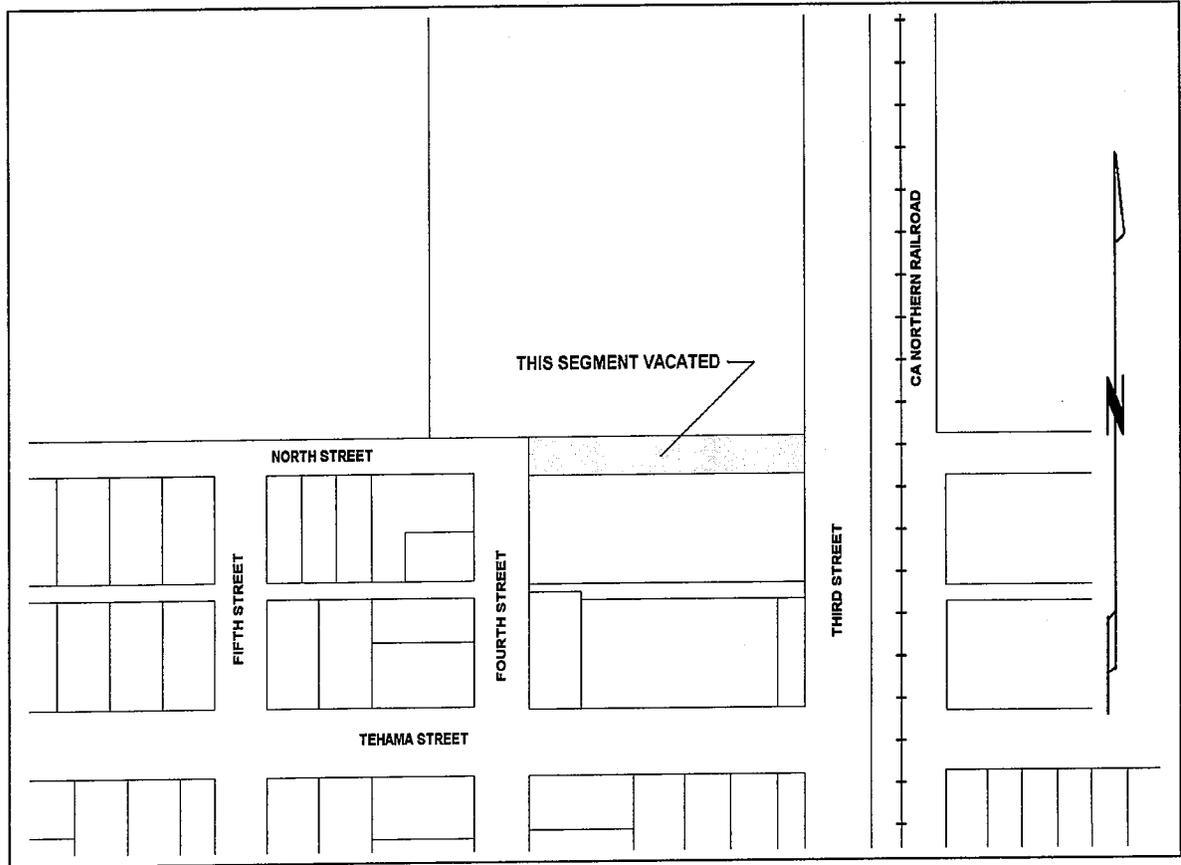
THENCE, westerly along the northerly right-of-way line of North Street, a distance of 400 feet, to a point lying on the northerly prolongation of the easterly right-of-way line of Fourth Street;

THENCE, southerly, a distance of 40 feet, along said northerly prolongation of the easterly right-of-way line of Fourth Street, to the POINT OF BEGINNING;

Containing; 0.37 acres, more or less.

J. E. (Ed) Anderson
J.E. (Ed) Anderson, City Engineer
RCE 18151, Exp. 6/30/09

**RESOLUTION NO. 3-10-09-01; A RESOLUTION AMENDING RESOLUTION
1-08-08-01 AND VACATING A PORTION OF NORTH STREET
ATTACHMENT "2"**



ITEM NO. L-12
PUBLIC HEARING AND ACTION ON REQUEST
FOR DISPOSAL SERVICE RATE INCREASE
MARCH 10, 2009

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER

ST&VB

SUMMARY:

The City Council scheduled March 10, 2009 as the time for a Public Hearing on a **proposed refuse increase totaling 7.66%** requested by Corning Disposal Service Incorporated and Waste Management Inc. The residential rate, if approved, would rise from \$18.30 to \$19.70, a \$1.40 per month increase. The Senior Citizen rate for the smaller 32 gallon roller cart will rise from \$9.15 to \$9.85.

BACKGROUND:

The current and proposed Corning rates are compared to the rates in surrounding communities on the attached rate comparison sheet. This survey shows that only the City of Anderson has lower rates than Corning. Only Corning and Red Bluff have street sweeping included as a part of the service.

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 preceding September 2008. The Consumer Price Index (CPI) indicates that **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.

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" 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 costs have decreased, the proposed rate increase is always after the fact and allows for a catch up.

Notices have been sent to all property owners in accordance with Prop. 218, the "Right to Vote on Taxes Act". Attached are all Protests received by Friday March 6, 2009. Written protests are accepted through the close of the Public Hearing.

Staff recommends that the Mayor and City Council open the advertised Public Hearing on the proposed refuse rate increase to be effective April 1, 2009 for residential and commercial refuse accounts in the City of Corning.

RECOMMENDATION:

MAYOR AND COUNCIL, HAVING CONDUCTED THE PUBLIC HEARING AND RECEIVED ALL PROTESTS, CONSIDER AND APPROVE THE PROPOSED CPI INCREASE OF 4.47% AND THE FUEL COST ADJUSTMENT OF AN ADDITIONAL 3.19% FOR A TOTAL RATE INCREASE OF 7.66%.

RATES IN THE SURROUNDING AREAS

Service	City of Anderson	City of Chico	Chico Outskirts	City of Gridley	Green Waste County	City of Red Bluff	Colusa County	City of Willows	City of Orland	Current City of Corning Rates	Proposed City of Corning Rates
Residential Curbside Trash Collection											
32 gal Senior Rate	4.61			18.83	12.24	12.19 9.14	15.64	9.30	9.30	9.15	9.85
Customer Owned 32 gal		11.25	17.54				13.40				
64 gal	15.64	17.95	21.11	28.23	17.57	17.56		12.91	12.91		
96 gal	16.85	22.55	23.68	37.64	21.55	20.23	27.97	18.42	18.42	18.30	19.70
Greenwaste Curbside Collection											
Included		Extra	NONE	Included	Included	Included	NONE	Extra	Extra	Included	Included
small		3.89									
medium		4.80						4.44	4.44		
large		5.68									
Recycle Curbside Collection											
Customer Owned 32 gal					Yes						
64 gal Baskets/Cubes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	
"White Goods" Curbside Collection	1 per yr	1 per yr	None	1 per yr	1 per yr	1 per yr	NONE	NONE	NONE	Quarterly	Quarterly
Street Sweeping	NONE	NONE	NONE	NONE	NONE	YES	NONE	NONE	NONE	YES	YES

Note: Tehama County, Red Bluff, Anderson, Corning provide every-other-week service for green waste and recycle.
 Chico and Gridley provide weekly collection of green waste and recycle
 Red Bluff and Corning both have street sweeping
 Franchise fee for Red Bluff = 6% and Corning \$36,000 per year = 11.6%
Corning only City with quarterly Bulky clean up
 Landfill rates in Chico, Gridley, Orland & Willows - \$30/ton Anderson - \$38.50/ton
Landfill rate for Tehama County - \$43.22/ton

February 14, 2009

RECEIVED

FEB 26 2009

CORNING CITY CLERK

City Clerk
794 3rd Street
Corning, CA 96021

To the City Clerk and City Council:

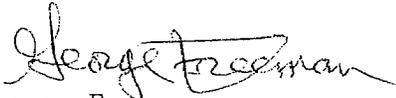
Every year the Disposal Service fees increase.

The system has made it impossible for tax payers to get a fair break by voting on garbage issues. Instead we are told to file a complaint by writing a letter which most people will not do.

Live within your budget.

The citizens do not get raises every year.

With all the Federal and State budget problems you are asking the public for a raise. SHAME ON YOU.



George Freeman
Corning

RECEIVED

FEB 17 2009

CORNING CITY CLERK

I protest the proposed annual CPI Increase

To: the City Clerk

To the City Clerk, pertaining to Proposed Annual CPI Increase for Disposal Service. I'm writing to protests as a property owner parcel/account#071-042-061 Paul Seipel and April Seipel 410 Hoag St. Corning 96021. The Corning disposal service monthly rate shouldn't go up \$1.40 per month when you just raised the cost last year.

The 7.66% proposed increase is to high on small town residential owners try to get more business in this town to help compensate, our just hurting the middle class the working class. I think the raised proposal because of fuel cost as the reason isn't a valid statement. The service should be newly developed on a non-traditional and viable solution now that the state is a crises. To make the funds available to cover the cost in a minimal state to help corning not get into the red.

Tell everyone, everyone, to recycling and make the town one of the greenest. Allover services are over used on a daily bases. I think a! Call service to sweeping or every other week should be considered. A fee for picking up leafs for the individuals that don't recycle them should be used or give us a spot the drop them off are self to save on gas cost on the CPI. A large idem drop off area for large items that the city charges \$5.00 that would then raising the rates to counter the purpose and I hope the city make more new thinking ideas then raise the bill on me!

Sincerely, Paul Seipel

RECEIVED

FEB 19 2009

CORNING CITY CLERK

February 14, 2009

City Clerk
794 3rd Street
Corning, CA 96021

To the City Clerk and City Council:

Every year the Disposal Service fees increase.

The system has made it impossible for tax payers to get a fair break by voting on garbage issues. Instead we are told to file a complaint by writing a letter which most people will not do.

Live within your budget.

The citizens don't get raises every year.

With all the Federal and State budget problems you are asking the public for a raise. SHAME ON YOU.

We vote NO 3 times for our three parcel numbers shown below:

Parcel 73052091
Parcel 71176021
Parcel 73220311



George and Ellen Freeman
517 El Verano
Corning, CA 96021

RECEIVED

FEB 02 2009

CORNING CITY CLERK

1062 Houghton Ave.
Corning, CA 96021

January 29, 2009

City Clerk
794 Third Street
Corning, CA 96021

In regard to the CPI Index:

Due to the "unchartered state of the economy," there should not be a disposal rate increase.

Eugene Brown

Parcel Number 071 192 11 1

1062 Houghton Ave.
Corning, CA 96021

UNRECORDED

Jan. 27, 09

To whom it may concern:

I'm writing in protest to the increase in garbage services within the city limits of Corning. I hope the City Council members and Mayor will take into consideration the weak economy, the amount of homes sitting vacant /foreclosures, loss of jobs and/or cut back in hours so many of our locals are facing, and for once turn down the request for rate increases. The State of California itself is heading toward bankruptcy. Its bad timing and (in my opinion) poor taste for them to even request a rate increase at this time. A 7.66% increase is eight (8) times the State COLA for this year, I know I didn't see a 7.66% increase in my wages for the year and I'm sure I'm not alone. We've had rate increases every year since the "mandatory" garbage service was put in place. JUST SAY NO!!!

William & Gail Mack
630 Marguerite Ave.
Corning CA 96021

Parcel number: 073-212-04-1
Lot 4 Stanmar Terrace Sub 2

**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>
		4.47%	3.19%	
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>
4 Yard "BIN-A-DAY" 3 DAY RENTAL	\$ 82.95	\$ 3.71	\$ 2.65	\$ 89.31
Basic rate for Temporary Drop Box Service				
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.



CORNING DISPOSAL
3281 HIGHWAY 99 W
CORNING, CA 96021

November 24, 2008

Steven J. Kimbrough
City Manager
City of Corning
994 3rd 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 30th 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
FUEL COST ADJUSTMENT CALCULATION**

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

Information for Basis of Calculation:

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

CPI	
Sep-08	134.834
Sep-07	<u>129.064</u>
Change	<u>5.77</u>
% Change	<u>4.47%</u>

Entire BU

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

Date	U.S. No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		East Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		New England (PADD 1A) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		Central Atlantic (PADD 1B) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		Lower Atlantic (PADD 1C) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		Midwest No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		Gulf Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		Rocky Mountain No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		West Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)		California No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	
	U.S. No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	U.S. No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	East Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	East Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	New England (PADD 1A) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	New England (PADD 1A) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Central Atlantic (PADD 1B) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Central Atlantic (PADD 1B) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Lower Atlantic (PADD 1C) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Lower Atlantic (PADD 1C) No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Midwest No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Midwest No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Gulf Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Gulf Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Rocky Mountain No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	Rocky Mountain No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	West Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	West Coast No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	California No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)	California No 2 Diesel Retail Sales by All Sellers (Cents per Gallon)
Mar-1994	110.65	111.7	111.7	111.7						108.8	108.8	106.45	106.45	110.25	110.25	121.45	121.45	126.62	126.62	
Apr-1994	110.7	111.8	111.8	111.8						108.7	108.7	106.375	106.375	111.125	111.125	121.45	121.45	127.125	127.125	
May-1994	110.02	110.96	110.96	110.96						108.16	108.16	105.38	105.38	112.32	112.32	120.18	120.18	129.375	129.375	
Jun-1994	110.25	111.025	111.025	111.025						108.55	108.55	106.2	106.2	111.9	111.9	123.55	123.55	130.66	130.66	
Jul-1994	111	111.72	111.72	111.72						109.4	109.4	107.64	107.64	112.04	112.04	125.36	125.36	132.15	132.15	
Aug-1994	112.32	112.38	112.38	112.38						111.02	111.02	109.22	109.22	114.28	114.28	125.7	125.7	132.18	132.18	
Sep-1994	112.5	111.725	111.725	111.725						110.225	110.225	108.925	108.925	119.975	119.975	127.65	127.65	132.18	132.18	
Oct-1994	112.18	111.54	111.54	111.54						109.44	109.44	108.1	108.1	119.9	119.9	127.65	127.65	132.18	132.18	
Nov-1994	113.1	112.65	112.65	112.65						110.125	110.125	109.175	109.175	119.975	119.975	126.6	126.6	132.18	132.18	
Dec-1994	111.3	111.7	111.7	111.7						108.65	108.65	107.35	107.35	115.175	115.175	123.75	123.75	132.18	132.18	
Jan-1995	109.82	111.26	111.26	111.26						108.525	108.525	105	105	109.25	109.25	118.975	118.975	132.18	132.18	
Feb-1995	108.775	110.175	110.175	110.175						107.4	107.4	105.9	105.9	110.8	110.8	119.925	119.925	132.18	132.18	
Mar-1995	108.75	109.325	109.325	109.325						108.425	108.425	106.6	106.6	112.4	112.4	123.1	123.1	132.18	132.18	
Apr-1995	110.4	109.775	109.775	109.775						110.133	110.133	108.566	108.566	115.933	115.933	125.983	125.983	132.18	132.18	
May-1995	112.583	112.2	112.2	112.2						109.66	109.66	108.02	108.02	116.32	116.32	123.9	123.9	132.18	132.18	
Jun-1995	111.98	111.86	111.86	111.86						107.5	107.5	105.98	105.98	114.64	114.64	121.58	121.58	132.18	132.18	
Jul-1995	109.98	110.3	110.3	110.3						108.525	108.525	106.325	106.325	115.325	115.325	122.1	122.1	132.18	132.18	
Aug-1995	110.5	110.025	110.025	110.025						109.9	109.9	108.35	108.35	118.55	118.55	123.55	123.55	132.18	132.18	
Sep-1995	111.925	110.675	110.675	110.675						108.84	108.84	107.2	107.2	121	121	125.36	125.36	132.18	132.18	
Oct-1995	111.5	110.16	110.16	110.16						109.8	109.8	107.275	107.275	122.45	122.45	125.675	125.675	132.18	132.18	
Nov-1995	111.975	110.025	110.025	110.025						110.975	110.975	108.475	108.475	121.3	121.3	125.75	125.75	132.18	132.18	
Dec-1995	112.95	111.525	111.525	111.525						111.94	111.94	110.6	110.6	119.22	119.22	125.7	125.7	132.18	132.18	
Jan-1996	114.52	115	115	115						112.325	112.325	110.525	110.525	117.725	117.725	123.35	123.35	132.18	132.18	
Feb-1996	114.475	115.825	115.825	115.825						117.15	117.15	115.05	115.05	119.6	119.6	123.425	123.425	132.18	132.18	
Mar-1996	118.25	119.6	119.6	119.6						125.95	125.95	122.733	122.733	130.6	130.6	139.583	139.583	132.18	132.18	
Apr-1996	127.533	127.133	127.133	127.133						124.8	124.8	120.05	120.05	138.121	138.121	147.585	147.585	132.18	132.18	
May-1996	127.335	124.8	124.8	124.8						116.366	116.366	114.066	114.066	129.925	129.925	140.325	140.325	132.18	132.18	
Jun-1996	120.1	118.541	118.541	118.541						114.542	114.542	111.857	111.857	123.857	123.857	134.642	134.642	132.18	132.18	
Jul-1996	117.557	116.971	116.971	116.971						118.6	118.6	114.875	114.875	123.5	123.5	133.825	133.825	132.18	132.18	
Aug-1996	120.075	118.9	118.9	118.9						124.94	124.94	121.5	121.5	131.46	131.46	141.32	141.32	132.18	132.18	
Sep-1996	126.46	124.26	124.26	124.26						130.7	130.7	128.75	128.75	136.575	136.575	142.5	142.5	132.18	132.18	
Oct-1996	132.3	131.65	131.65	131.65						131.375	131.375	128.075	128.075	137.725	137.725	140.5	140.5	132.18	132.18	
Nov-1996	132.25	131.575	131.575	131.575						129.8	129.8	127.12	127.12	135	135	136.62	136.62	132.18	132.18	
Dec-1996	130.9	131.92	131.92	131.92						126.725	126.725	125.5	125.5	132.175	132.175	136.325	136.325	132.18	132.18	
Jan-1997	129.075	131.225	131.225	131.225						125.7	125.7	122.975	122.975	130.3	130.3	141.05	141.05	132.18	132.18	
Feb-1997	128	128.575	128.575	128.575						120.44	120.44	117.56	117.56	128.48	128.48	138.56	138.56	132.18	132.18	
Mar-1997	122.94	122.12	122.12	122.12						118.825	118.825	115.9	115.9	127.525	127.525	137.775	137.775	132.18	132.18	
Apr-1997	121.225	119.625	119.625	119.625						118.85	118.85	115.575	115.575	127	127	127.525	127.525	132.18	132.18	
May-1997	119.575	118.45	118.45	118.45						116.725	116.725	114.48	114.48	124.5	124.5	122.78	122.78	132.18	132.18	
Jun-1997	117.28	116.32	116.32	116.32						114.125	114.125	112.6	112.6	120.525	120.525	119.9	119.9	132.18	132.18	
Jul-1997	115.075	115.05	115.05	115.05																

Aug-1997	116.475	116.4	122.1	123.3	112.925	114.75	114.75	113.9	120.475	124.8	133.7
Sep-1997	115.96	115.34	121.98	121.88	111.92	113.22	113.22	112.98	123.06	128.06	135.7
Oct-1997	118.25	116.275	122.25	126.675	114.35	116.05	116.05	115.675	123.475	127.525	134.675
Nov-1997	119.15	118.175	122.525	126.875	114.125	116.675	116.675	116.15	127.25	130.8	139.025
Dec-1997	116.6	116.04	122.78	124.54	111.84	114	114	114.1	126.06	126.16	133.96
Jan-1998	111.95	112.875	120.975	121.275	108.475	108.575	108.575	110.175	116.45	121.8	128.575
Feb-1998	108.425	110.4	118.425	118.2	106.35	106	106	106.45	108.8	114.65	122.625
Mar-1998	106.28	107.72	114.38	115.26	103.88	104.88	104.88	104.06	108.44	110.2	117.4
Apr-1998	106.675	107.325	112.725	114.675	103.78	104.85	104.85	104.475	110.1	113.125	121.65
May-1998	106.9	107.3	112.175	114.75	103.725	104.8	104.8	104.4	112.65	114.3	122.175
Jun-1998	104.1	104.96	110.7	112.82	101.08	102.18	102.18	101.72	109.72	109.64	116.26
Jul-1998	102.85	103.775	109.625	111.475	99.925	100.925	100.925	100.65	107.45	109	115.725
Aug-1998	100.74	100.86	107.76	108.88	96.78	98.46	98.46	98.52	107.28	108.98	115.84
Sep-1998	102.425	102.125	107.55	109.375	98.5	100.85	100.85	99.825	108.55	110.05	116.675
Oct-1998	103.85	103.875	109.175	111.225	100.25	102.025	102.025	101.675	109.975	110.525	117.15
Nov-1998	102.22	102.38	109.22	110.32	98.36	100.32	100.32	99.66	108.26	109.76	116.86
Dec-1998	97.3	98.1	107.7	106.75	93.55	94.95	94.95	94.5	100.725	106.4	112.25
Jan-1999	96.65	97.575	107.1	106.675	92.85	94.425	94.425	94	98.675	105.25	110.95
Feb-1999	95.9	96.55	106.175	105	92.05	93.925	93.925	93.375	98.55	103.8	110.425
Mar-1999	99.68	99.26	106.04	107.44	95.16	97.34	97.34	96.36	102.82	112.74	123.7
Apr-1999	107.925	105.275	110	113.05	101.55	104.65	104.65	104.3	114.275	128.55	140.35
May-1999	107.34	105.54	110.78	113.58	101.66	104.72	104.72	103.6	115.18	123.1	131.36
Jun-1999	107.4	105.2	110.875	112.9	101.375	104.275	104.275	102.75	113.9	128.2	139.15
Jul-1999	112.15	110.125	114.425	118.025	106.375	109.075	109.075	108.2	118.575	130.925	141.475
Aug-1999	117.2	114.7	119.1	121.54	111.38	114.6	114.6	113.18	125.66	134.76	146.84
Sep-1999	121.475	119.675	123.175	126.2	116.6	120.4	120.4	118.05	129.575	131.275	140.125
Oct-1999	122.8	121.55	128.375	129	117.725	122	122	119.025	128.825	131.875	139.325
Nov-1999	126.34	124.6	130.36	132.74	120.62	126.02	126.02	121.84	130.62	137.24	146.6
Dec-1999	129.175	128.4	135.85	136.975	124.075	128.65	128.65	125.65	133.525	136.8	144.675
Jan-2000	135.6	139.72	159.78	153.7	131.86	132.4	132.4	132.06	134.28	142.56	150.5
Feb-2000	146.075	155.325	185.85	176.225	143.575	142.925	142.925	139.4	140.6	147.175	153.625
Mar-2000	147.9	148.775	156.3	157.325	144.425	146.3	146.3	142.55	149.375	159.275	162.875
Apr-2000	142.175	141.875	147.55	149.6	138.05	141.35	141.35	136.925	148.475	151.525	156.95
May-2000	141.96	142.12	149.54	151.58	137.38	142.56	142.56	136.86	144.78	146.58	152.36
Jun-2000	142.125	142.55	151.375	151.8	137.8	142.775	142.775	136.825	146.325	145.575	150.875
Jul-2000	143.38	144.04	152.18	152.24	139.82	142.04	142.04	139	147.18	151.6	158
Aug-2000	146.6	147.325	153.375	154.8	143.6	143.6	143.6	142.825	149.05	160	171.3
Sep-2000	163.7	161.95	166.975	168.975	158.5	161	161	158.55	167.7	183.725	194.025
Oct-2000	163.72	161.82	170.14	169.48	157.82	160.1	160.1	158.02	175.3	184.66	190.36
Nov-2000	162.125	162.85	172.8	170.95	158.45	157.975	157.975	157.35	169.925	178.375	188.2
Dec-2000	156.475	158.7	174.075	170.525	152.25	151.475	151.475	149.6	161.2	176.675	181.6
Jan-2001	152.36	155.8	167.38	165.42	150.66	150.12	150.12	145.72	153.26	162.04	165.88
Feb-2001	149.225	151.675	160.9	158.875	147.725	147.4	147.4	144.1	151.775	156.3	161.825
Mar-2001	139.925	140.725	153.35	149.3	135.9	137.45	137.45	133.925	147.425	152.825	159.3
Apr-2001	142.2	143.06	153.36	152.44	138.1	140.16	140.16	135.8	148.8	154.56	160.98
May-2001	149.6	144.725	153.3	152.325	140.875	153.675	153.675	141.975	158.95	156.25	160.875
Jun-2001	148.175	143.775	152.475	152.35	139.3	149.45	149.45	143.325	159.6	157.375	161.175
Jul-2001	137.48	137.36	148.42	145.5	132.9	134.96	134.96	134.46	141.38	149.4	156.12
Aug-2001	138.95	137.2	145.775	144.125	133.45	140.875	140.875	133.125	139.05	146.05	151.375
Sep-2001	149.5	142.15	147.5	150.5	138.125	155.45	155.45	141.4	155.125	158.675	165.05
Oct-2001	134.84	131.46	142.96	140.2	126.66	126.66	126.66	128.44	144.14	143.38	147.52
Nov-2001	125.875	124.525	136.15	133.75	119.45	126.625	126.625	119.85	130	134.9	138.375
Dec-2001	116.66	118.36	130.22	126.88	113.64	113.64	113.64	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	115.175	128.825	126.6	113.275	112.625	112.15	113.4	122.6	128.85
Mar-2002	124.15	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	150.45	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	143.3	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	145.9	151.45	153.425	157.86
Feb-2003	165.425	181.25	179.3	164.9	163.85	162.125	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	160.1	160.425	144.075	143.55	137.5	148.925	150.05	154.25
Jun-2003	142.4	143.66	156.3	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	153.12	161.16	165.58
Oct-2003	148.125	157.7	157.75	148.175	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	174.275	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	217.075
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	178.1	164	166.85	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	221.6	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	206.775	214.7	194.92	193	190.6	190.36	201.94	205.88
Feb-2005	202.675	204.55	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	228.8	242.3	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	233.125	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	254.5	267.85	248.125	254.125	255.275	272.95	270.7	266.8
Dec-2005	244.275	246.65	261.975	240.025	241.55	242.4	242.3	251.65	250.375
Jan-2006	246.74	250.88	266.26	245.2	242.5	243.38	242.66	258.18	262.98
Feb-2006	247.525	250.625	261.55	245.8	241.975	244.5	250.225	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	292.475	292.475	291.225	280.225	286.4	280.25	297.9	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	298.36	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	368.6	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	460.42	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	356.775

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

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

(1982=100 unless otherwise noted)

MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change Year ending			Indexes			Percent Change Year ending		
	Oct. 2007	Sept. 2008	Oct. 2008	Sept. 2008	Oct. 2008	1 Month ending Oct. 2008	Oct. 2007	Sept. 2008	Oct. 2008	Sept. 2008	Oct. 2008	1 Month ending 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
BI-MONTHLY DATA	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change Year ending			Indexes			Percent Change Year ending		
	Oct. 2007	Aug. 2008	Oct. 2008	Aug. 2008	Oct. 2008	2 Months ending Oct. 2008	Oct. 2007	Aug. 2008	Oct. 2008	Aug. 2008	Oct. 2008	2 Months ending 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Rates and Rate Adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Insurance.

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

Workers' Compensation: Statutory

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Default, Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

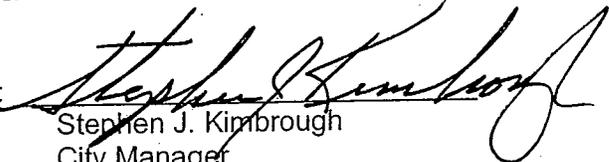
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of California.

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

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

Date: 4-24-2008

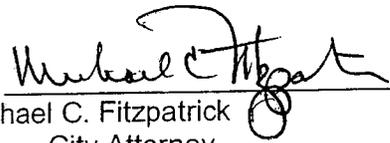
THE CITY OF CORNING, CALIFORNIA

By: 
Stephen J. Kimbrough
City Manager

Attest:


Lisa M. Linnet
City Clerk

APPROVED AS TO FORM:

By: 
Michael C. Fitzpatrick
City Attorney

USA WASTE OF CALIFORNIA, INC.
dba Corning Disposal

Date: May 13, 2008

By: 
Alex Oseguera
Market Area Vice President

**EXHIBIT A
STREET SWEEPING SCHEDULE**

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

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

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

EXHIBIT B
STREET SWEEPING SERVICE
AND
EQUIPMENT REQUIREMENTS

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

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

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

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

RESIDENTIAL RATES	<u>Current Rate</u>	2.51%		2.47%		<u>New Rate</u>
		<u>CPI Adjustment</u>	<u>Fuel Adjustment</u>	<u>CPI Adjustment</u>	<u>Fuel Adjustment</u>	
Roller Carts (96-Gallon)	\$ 17.43	\$ 0.44	\$ 0.43	\$ 0.43	\$ 0.43	\$ 18.30
Senior Citizen Roller Cart (32-Gallon)	\$ 7.70					\$ 9.15

COMMERCIAL RATES		<u>Current Rate</u>	<u>CPI Adjustment</u>	<u>CPI Adjustment</u>	<u>New Rate</u>
<u>Container Size</u>	<u>Frequency</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
Basic rate for Temporary Drop Box Service					
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

ITEM NO.:M--13
COMFORT INN APPEAL OF T.O.T.
March 10, 2009

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: MICHAEL C. FITZPATRICK, CITY ATTORNEY
RE: APPEAL OF COMFORT INN MOTEL TAX DELINQUENCIES

SUMMARY:

This is an appeal under Section 3.28.090 of the Corning Municipal Code of the City Manager/Finance Director's determination of the amount of delinquencies in transient occupancy taxes which apply to the Comfort Inn.

BACKGROUND:

The owners of the Comfort Inn located at 910 Highway 99W in Corning, Umakant S. Patel and Kaushikaben U. Patel, husband and wife, are delinquent in paying their transient occupancy taxes. The amount of the delinquencies were estimated by the City and the owners were then informed that the taxes either need to be brought current or enforcement action would have to be initiated to protect the City. I personally met with Umakant Patel at the Comfort Inn on two or three occasions last year to review these matters and encourage compliance.

Finally the matter was set for administrative hearing in January of 2009 pursuant to the procedures set forth in Corning Municipal Code (CMC) section 3.28.090. The City Manager in his capacity as the City's Finance Director was the hearing officer and the City Attorney was present. Mr. Patel came to the hearing and discussed the financial hardships he had been experiencing but also mentioned a recent upturn in business which would enable him not only to keep his monthly taxes paid current but also allow him to pay significant amounts toward the arrearages.

The City Manager emphasized to him the need to bring all the delinquencies current no later than the end of the 2008-09 fiscal year. Mr. Patel questioned the accuracy of the City's estimates of the delinquencies and requested time to submit monthly reports for each month throughout the year of 2008. I then met with Mr. Patel at the motel and he presented me with copies of his reports for each month of 2008. I gave those reports to the City Manager and, working from those reports, he determined the amount of the past due taxes, penalties and interest. A copy of his determination is attached. Copies of these same documents were delivered to Mr. and Mrs. Patel on February 10, 2009. The City then received a letter (copy attached) dated February 20, 2009 from attorney Ronald W. Dreifort requesting an administrative hearing under CMC Section 3.28.090 and appealing from the decision of the City's Finance Director to the Corning City Council. I contacted Mr. Dreifort in February to inform him that the administrative hearing he had requested in his letter had already been conducted and that the appeal would be heard before the City Council at its meeting on March 10, 2009. This appeal of the amount of the delinquencies is what is before you this evening.

DISCUSSION:

The Council needs to listen to the information presented by Mr. and Mrs. Patel, and/or their representative, and then make a decision on the amount of the delinquent motel taxes which apply to the Comfort Inn and the penalties and interest, if any, which should be imposed.

Section 3.28.080 of the Corning Municipal Code establishes the penalties and interest which apply to delinquencies in payment of motel taxes. The City Council has inherent authority to adjust penalties and interest if it determines there is justification for doing so and such adjustment would facilitate the collection of the remaining amounts due to the City. The Corning Municipal Code provides that whatever amount the Council determines is due may be placed on the motel property in the form of a lien to be recorded with the Tehama County Recorder's Office.

RECOMMENDATION:

MAYOR AND COUNCIL CONSIDER WHATEVER INFORMATION IS PRESENTED TO THEM IN THE APPEAL AND MAKE A DETERMINATION OF THE APPROPRIATE AMOUNT OF DELINQUENT TRANSIENT OCCUPANCY TAXES, PENALTIES AND INTEREST.

ATTACHMENTS:

1. Copy of Chapter 3.28 of the Corning Municipal Code.
2. Copy of Letter to owners of Comfort Inn informing them of admin. Hearing
3. Copy of 2008 Monthly Reports submitted by Mr. and Mrs. Patel
4. Copy of Letter dtd 2/10/09 from Finance Director with determination of taxes, penalties and interest
5. Copy of appeal filed by Patels through atty Dreifort

3.28.090 Operator--Failure to collect or report tax--
Procedure by finance director. If any operator fails or refuses to collect the tax and to make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, the finance director shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. The city clerk is authorized under the ordinance codified in this section and pursuant to Government Code Sections 37104 through 37109 to issue subpoenas requiring the attendance of witnesses or the production of documents in proceedings pending before it and, upon signature of a subpoena by the mayor, may have such subpoena served in accordance with California Code of Civil Procedure Section 1987 for the purpose of enforcing the provisions of this chapter. As soon as the finance director procures such facts and information as he is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, he shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the finance director shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid addressed to the operator so assessed at his last known place of address. Such operator may within ten days after the serving or mailing of such notice make application in writing to the finance director for a hearing on the amount assessed. If application by the operator for a hearing on the amount assessed is not made within the time prescribed, the tax, interest and penalties, if any, determined by the finance director shall become final and conclusive and immediately due and payable. If such application is made, the finance director shall give not less than five days' written notice in the manner prescribed in this section to the operator to show cause at a time and place fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the finance director shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the

manner prescribed in this section of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after fifteen days unless an appeal is taken as provided in Section 3.28.100 of this chapter. (Ord. 615 §2, 2004; Ord. 258 §8, 1970).

3.28.100 Appeal. Any operator aggrieved by any decision of the finance director with respect to the amounts of such tax, interest and penalties, if any, may appeal to the city council by filing a notice of appeal with the city clerk within fifteen days of the serving or mailing of the determination of tax due. The city council shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to such operator at his last known place of address. The findings of the council shall be final and conclusive and shall be served upon the appellant in the manner prescribed in Section 3.28.090 of this chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. (Ord. 258 §9, 1970).

3.28.110 Refunds. A. Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in subsections B and C of this section, provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the finance director within three years of the date of payment. The claim shall be on forms furnished by the finance director.

B. An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received when it is established in a manner prescribed by the finance director that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.

C. A transient may obtain a refund of taxes overpaid, paid more than once, or erroneously or illegally

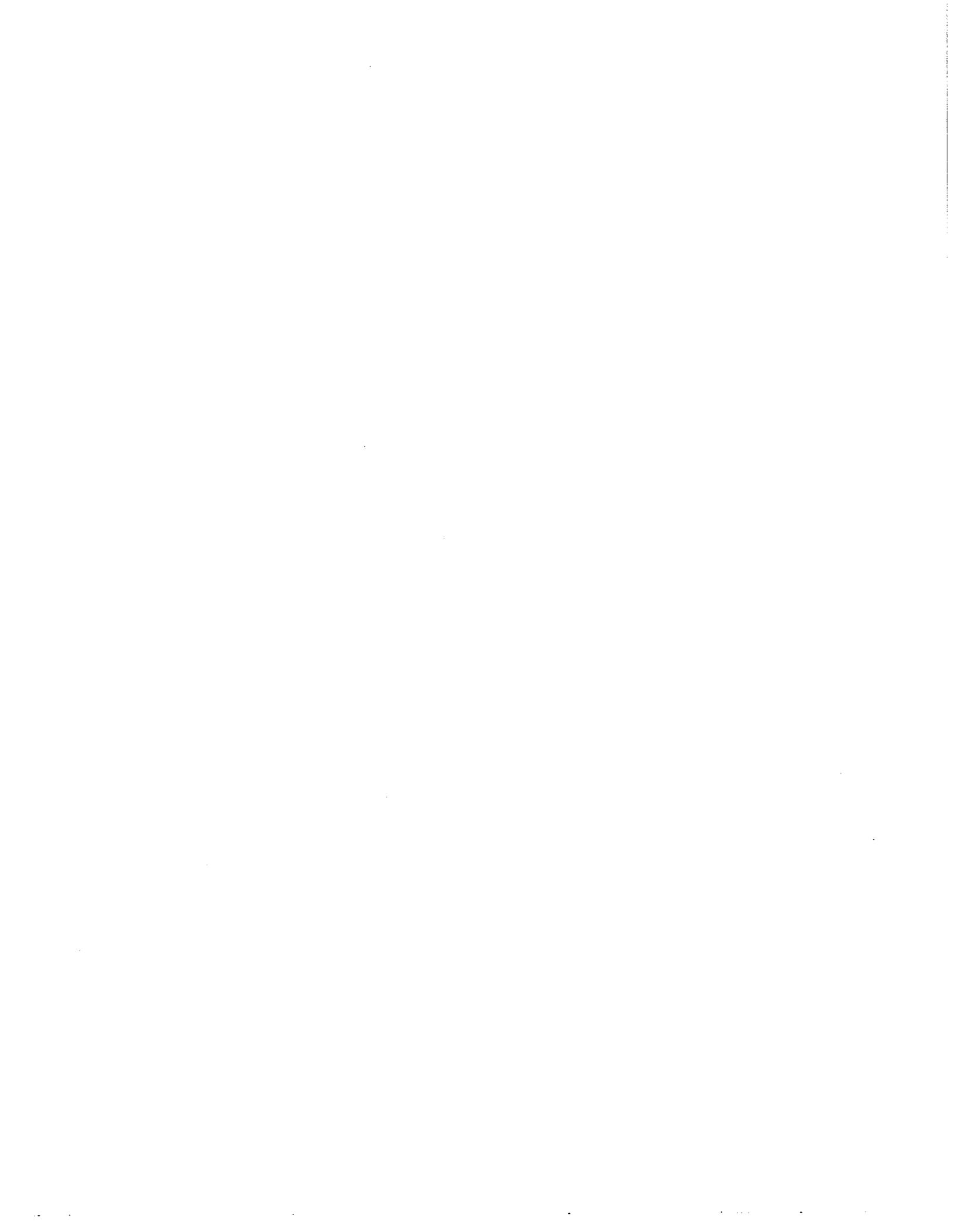
collected or received by the city by filing a claim in the manner provided in subsection A of this section; but only when the tax was paid to the finance director, or when the transient, having paid the tax to the operator, establishes to the satisfaction of the finance director that the transient has been unable to obtain a refund from the operator who collected the tax.

D. No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto. (Ord. 258 §11, 1970).

3.28.120 Liability. Any tax required to be paid by any transient under the provisions of this chapter shall be deemed to be a debt owed by the transient to the city. Any such tax collected by an operator which has not been paid to the city shall be deemed a debt owed by the operator to the city. Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city for the recovery of such amount. (Ord. 258 §12, 1970).

3.28.130 Liens authorized for delinquent taxes-- Interest and penalties. A. Recording Certificate--Lien. If any amount required to be paid to the city under this chapter is not paid when due, the finance director may, within three years after the amount is due, file for record in the office of the Tehama County recorder a certificate specifying the amount of tax, penalties and interest due, the name and address of the operator liable for the same as it appears on the records of the city, and the fact that the finance director has complied with all provisions of this chapter in the determination of the amount required to be paid. Such certificate shall constitute a lien.

B. Effective Date of Lien. From the time of the filing of the certificate of tax, penalties and interest due, the amount required to be paid, together with penalties and interest, constitutes a lien upon real property in the county owned by the operator or acquired by him afterward and before the lien expires. The lien has the force, effect and priority of a judgment lien for the payment of tax and shall continue for ten years from the time of filing the certificate unless sooner released or



otherwise discharged. This chapter does not give the city a preference over any recorded lien that was attached prior to the date when the amounts required to be paid became a lien.

C. Priority of Tax Lien on Property of Operator. The amounts required to be paid by any operator under this chapter shall be satisfied first in any of the following cases:

1. Whenever the operator is insolvent;
2. Whenever the operator makes a voluntary assignment of his or her assets;
3. Whenever the estate of the operator in the hands of executors, administrators or heirs is insufficient to pay all the debts due from the deceased; or
4. Whenever the estate and/or property of an absconding, concealed or absent operator required to pay any amount under this chapter are levied upon by process of law.

D. Warrant for Collection of Tax. At any time within three years after any operator is delinquent in the payment of any amount required to be paid under this chapter or within ten years of the last recording of a certificate of lien, the finance director may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the city under this chapter. The warrant shall be directed to any sheriff, marshal or constable and shall have the same effect as a writ of execution. The warrant and a sale made pursuant to it shall be levied in the same manner and with the same effect as a levy of and a sale pursuant to a writ of execution. The finance director may pay or advance to the sheriff, marshal or constable the same fees, commissions and expenses for his or her services as are provided by law for similar services pursuant to a writ of execution.

E. Seizure and Sale of Operator's Property. At any time within three years after any operator is delinquent in the payment of any amount required to be paid under this chapter or within three years of the last recording of a certificate of lien by the city, the finance director may forthwith collect the amount in the following manner:

The finance director shall seize any property, real or personal, of the operator and sell the property, or a sufficient part of it, at public auction to pay the amount due together with any penalties and interest imposed for

the delinquency and any costs incurred on account of the seizure and sale. Any seizure made to collect occupancy taxes due shall be only of property of the operator not exempt from execution under the provisions of the California Code of Civil Procedure or other applicable laws and regulations. The finance director shall obtain a warrant from a court of competent jurisdiction prior to entering upon the property of the operator without the permission of the operator. (Ord. 615 §3, 2004).



FITZPATRICK

LAW OFFICES

January 12, 2009

Umakant and Kaushikaben U. Patel
Comfort Inn
910 State Highway 99 West
Corning, California 96021

Re: Delinquent Transient Occupancy Taxes
Comfort Inn

Dear Mr. and Mrs. Patel:

When I met with you, Mr. Patel, in December, I presented you with the enclosed list of delinquencies which apply to the Comfort Inn. I emphasized to you the importance of making your motel tax payments in a timely manner explaining that the portion of the fees which are taxes and which are charged to your customers are NOT your money! Those are funds which belong to the public, not yours to retain to assist with any cash flow problems you may be encountering. I highly recommended to you during our meeting that you come into Corning City Hall before the end of the year and make some kind of good faith payment toward the back taxes owed by you. You failed to do so.

Under the applicable provisions of the Corning Municipal Code (a copy of Chapter 3.28 is enclosed), you are entitled to a hearing with regard to the amount assessed against you. You are advised that such hearing has been scheduled for January 22, 2009 at 3 p.m. in the Office of the City Manager, Corning City Hall, 794 Third Street, Corning, California. You are welcome to bring a representative with you to that hearing if you so choose. Please refer to the language of Section 3.28.090 with regard to your rights and the purpose of that hearing. You are further advised to bring your bookkeeper or accountant if you deem that necessary as well as records showing all customer activities (all rooms booked and occupied) for the entire period during which delinquencies have occurred.

You are welcome to contact me if you have questions.

Sincerely,

Michael C. Fitzpatrick
City Attorney
City of Corning

cc. City Manager ✓
Corning City Council ✓

Stuenkelambrough ✓ } BM mailed 1-13-09

1135 Pine Street, Suite 107
Redding, CA 96001
Telephone (530) 229-1370
Facsimile (530) 229-1374

E-Mail: mfitzpatrick@fitzpatricklegal.com

2600 Balls Ferry Road, Suite 3
Anderson, CA 96007
Telephone (530) 365-0527

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, 4a, and 4b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. Addressee's Address
- 2. Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Umakant & K. Patel
 Comfort Inn
 910 St. Hwy. 99 West
 Corning, CA 96021

4a. Article Number
 7005 0390 0002 5400 9129

4b. Service Type
 Registered Certified
 Express Mail Insured
 Return Receipt for Merchandise COD

7. Date of Delivery
 1-14-09

5. Received By: (Print Name)
 U. Patel

8. Addressee's Address (Only if requested and fee is paid)

6. Signature: (Addressee or Agent)
 X [Signature]

Thank you for using Return Receipt Service.

7005 0390 0002 5400 9129

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.76
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.66

Postmark Here
 1-13-09

Sent To

Street, Apt. No., or PO Box No.

City, State, ZIP+4

All amounts current as of February 2009

T.O.T. PERIOD	AMOUNT DUE	AMOUNT PAID	DATE AMOUNT IS DUE	DATE PAID	# OF MONTHS LATE	1ST 10% PENALTY	2ND 10% PENALTY	1/2% INTEREST	TOTAL INTEREST	TOTAL PENALTIES + INTEREST	TOTAL DELINQUENT AMOUNT OWED PER PERIOD
October 2006	5,290.00	5,290.00	11/30/2006	2/16/2007	3	529.00	529.00	26.45	79.35	1,137.35	1,137.35
November 2006	4,111.83	4,111.83	12/31/2006	3/12/2007	3	411.18	411.18	20.56	61.68	884.04	884.04
December 2006	5,111.47	5,111.47	1/31/2007	4/9/2007	3	511.15	511.15	25.56	76.67	1,098.97	1,098.97
January 2007	4,847.00	4,847.00	2/28/2007	6/4/2007	4	484.70	484.70	24.24	96.94	1,066.34	1,066.34
February 2007	4,260.00	4,260.00	3/31/2007	8/14/2007	5	426.00	426.00	21.30	106.50	958.50	958.50
March 2007	5,296.00	5,296.00	4/30/2007	9/6/2007	5	529.60	529.60	26.48	132.40	1,191.60	1,191.60
April 2007	4,878.00	4,878.00	5/31/2007	10/5/2007	5	487.80	487.80	24.39	121.95	1,097.55	1,097.55
May 2007	6,051.00	6,051.00	6/30/2007	10/24/2007	4	605.10	605.10	30.26	121.02	1,331.22	1,331.22
June 2007	5,723.00	5,723.00	7/31/2007	12/6/2007	5	572.30	572.30	28.62	143.08	1,287.68	1,287.68
July 2007	5,450.00	5,450.00	8/31/2007	1/28/2008	5	545.00	545.00	27.25	136.25	1,226.25	1,226.25
August 2007	8,238.00	8,238.00	9/30/2007	4/23/2008	7	823.80	823.80	41.19	288.33	1,935.93	1,935.93
September 2007	7,164.00	7,164.00	10/31/2007	7/15/2008	9	716.40	716.40	35.82	322.38	1,755.18	1,755.18
October 2007	5,698.00	5,698.00	11/30/2007	8/14/2008	9	569.80	569.80	28.49	256.41	1,396.01	1,396.01
November 2007	6,624.00	6,624.00	12/31/2007	8/14/2008	8	662.40	662.40	33.12	264.96	1,589.76	1,589.76
December 2007	4,259.00	4,259.00	1/31/2008	10/6/2008	9	425.90	425.90	21.30	191.66	1,043.46	1,043.46
January 2008	5,048.00		2/29/2008		12	504.80	504.80	25.24	302.88	1,312.48	6,360.48
February 2008	3,689.00		3/31/2008		11	368.90	368.90	18.45	202.90	940.70	4,629.70
March 2008	6,146.00		4/30/2008		10	614.60	614.60	30.73	215.11	1,444.31	7,590.31



City of Corning

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

February 10, 2009

Mr. and Mrs. Umakant S. Patel
910 Highway 99 W
Corning, CA 96021

RE: Notice of Intent to File Tax Lien for Delinquent Transient Occupancy Taxes –
Comfort Inn.

Dear Mr. and Mrs. Patel:

From the information you provided to the City we are able to determine that you now owe the City \$99,980.24 as of February 2009. The worksheet showing the computations is attached for your information.

We do appreciate your willingness to work with the City to bring your taxes current. The City must still file a tax lien in the amount of \$99,980.24 in order to protect the City.

I know that you had hoped that a lien could be avoided, but the City believes we must act.

RIGHT OF APPEAL:

City Code Section 3.28.090 does provide that you receive notice of the final amount and that you have a right to appeal the decision to the City Council not later than the City Council meeting scheduled for Tuesday, February 24, 2009 at 7:30 p.m.

Please reread carefully the City Code attached for your information. You will want to pay particular attention to section 3.28.130 "Liens authorized for delinquent taxes – Interest and Penalties". The Code does provide that your failure to pay can result ultimately in a "Seizure and Sale of Operators Property".

Please remember however, that the City of Corning wants to work with you and expects that you will present the City Staff with a payment plan to bring you current prior to June 30, 2009.

We do look forward to continuing to work with you.

Sincerely,

Stephen J. Kimbrough
City Manger

SJK/lml

PROOF OF SERVICE BY MAIL OR IN PERSON

C.P.P. SECTIONS 1013 (a) AND 2015.5

I am a citizen of the United States and a resident of the County of Tehama. I am over the age of 18 years and not a party to the within above-entitled action; my business address is 794 Third Street.

I am familiar with this organization's practice whereby the mail, after being placed in a designated area, is given the appropriate postage and is deposited in a U.S. Mailbox in the City of Corning, or hand delivered, as used this date.

On February 10, 2009, I served within:

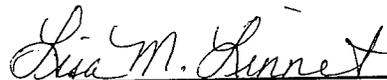
Notice of Assessment

on all parties in said action by placing a true copy thereof enclosed in a sealed envelope and hand delivered, at addressed as set forth below:

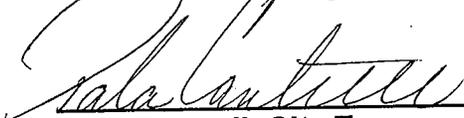
910 Highway 99 W
Corning, CA 96021

I declare under penalty of perjury under the law of the State of California that the foregoing is true and correct.

Executed on February 10, 2009 at Corning, California.



Lisa M. Linnet, City Clerk



Pala Cantrell, City Treasurer

*Presented to Mr. Umakant S. Pate
at 2:47 p.m. on Tuesday,
February 10, 2009.
LML*

RECEIVED

FEB 20 2009

**RONALD W. DREIFORT
ATTORNEY AT LAW**

CORNING CITY CLERK

6 WILLIAMSBURG LANE
CHICO, CA 95026
530/879-9050

403 WASHINGTON STREET
RED BLUFF, CA 96080
530/528-1010

Reply to Red Bluff

February 20, 2009

Michael C. Fitzpatrick
Corning City Attorney
1135 Pine Street, No. 107
Redding, CA 96001

Stephen J. Kimbrough
City Manager
794 Third St.
Corning, CA 96021

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

Re: Comfort Inn, Corning; Umakant Patel

Gentlepersons:

I write on behalf of Umakant Patel. He requests a hearing regarding the amount of transient occupancy tax assessed (City Code 3.28.090.) Furthermore, should the determination of the Finance Director remain unchanged, Mr. Patel requests that the City Council hear his appeal (City Code 3.28.100.)

On the 8th of May, 2006, Mr. Patel completed his transient occupancy tax registration application for the Comfort Inn. The registration indicates individual ownership by Mr. Patel. The registration application also lists Mr. Patel as the operator of the Comfort Inn.

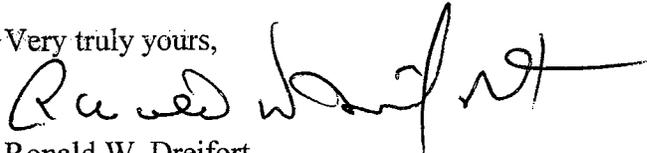
Notwithstanding Mr. Patel's transient occupancy registration application, on June 14, 2006, the Director of Finance issued a transient occupancy registration certificate to Kaushikaben Patel. However, a copy of said registration certificate was not provided to Mr. Patel. Because the registration certificate was not issued to the operator, it appears that the city is not in a position to collect any transient occupancy tax. However, Mr. Patel is willing to work with the city on two conditions:

the city delays recording a lien for 120 days, and
the city drops its claim for penalties and interest.

Under this agreement, Mr. Patel would pay the city, as full settlement of all claims for the
disputed transient occupancy taxes, \$66,055.58 within 120 days.

If this arrangement is not acceptable to the city, Mr. Patel respectfully requests that the Finance
Director's review go forward and that if the Finance Director's determination remains
unchanged, that the City Clerk accept this letter as a Notice of Appeal to the City Council.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ronald W. Dreifort". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ronald W. Dreifort

Attorney at Law

RWD/ad

ITEM NO. M-14
RESOLUTION 03-10-09-02 AUTHORIZING
RECORDING COMFORT INN TAX LIEN
MARCH 10, 2009

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS

FROM: STEPHEN J. KIMBROUGH, CITY MANAGER
MICHAEL C. FITZPATRICK, CITY ATTORNEY
LISA M. LINNET, CITY CLERK

STEVE

SUMMARY:

The Council is being requested to authorize the recording of a lien on the Comfort Inn property in Corning to secure the payment of delinquent transient occupancy (motel) taxes. The owner has remained about one year behind while paying monthly on the arrears.

The Hotel has paid through December 2007, but still owes penalties and interest. January 2008 through December 2008 have not been paid. The base tax owed for 2008 is \$66,056, but all penalties and interest total \$99,980.24 through the month of February 2009, based upon the records supplied by the owner. The owner has paid January 2009 on time.

BACKGROUND:

In November of 2004, the Council adopted Ordinance No. 615 which authorized the Finance Director to record in the Office of the Tehama County Recorder a certificate specifying the amount of delinquent motel taxes pertaining to a local hotel or motel and thereby create a lien on the property.

The Finance Director is then authorized to issue a warrant for the enforcement of such lien and take appropriate action to have the property sold to satisfy the delinquency.

The Corning Municipal Code provides in Section 2.28.090 that if a motel operator is delinquent in paying motel taxes, the finance director may determine the amount due and provide notice to the operator of the amount assessed. The operator is then given the opportunity to request a hearing. In this case, Umakant S. and Kaushikabe U. Patel, the motel owner/operators, requested and received such a hearing before City Manager/Finance Director Steve Kimbrough and City Attorney Michael Fitzpatrick on January 21, 2009. At such hearing the estimated amounts assessed were discussed and the owner/operators were supplied records showing the actual income which was higher than the estimates. The Patel's stated that they understood and that they would try to bring everything current.

The City Manager/Finance Director sent a letter to the owner/operator notifying them that the amount of \$99,980.24 is the total amount of taxes, interest and penalties found due by them following the hearing. The attached letter from the City offered them the opportunity to address the City Council tonight, prior to the recordation of the Lien.

The amount of delinquent TOT, \$99,980.24, was determined to be due through the end of February of 2009. Further administrative hearings will have to be conducted periodically to address delinquencies that occurred after that date.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION 03-10-09-02 APPROVING THE RECORDING OF THE RESOLUTION AND ATTACHED NOTICE OF LIEN IN THE AMOUNT OF \$99,980.24 ON THE COMFORT INN PROPERTY IN THE CITY OF CORNING TO SECURE THE PAYMENT OF DELINQUENT MOTEL TAXES THROUGH FEBRUARY 2009.

RESOLUTION NO. 03-10-09-02
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
IMPOSING A LIEN ON A PARCEL OF REAL PROPERTY LOCATED WITHIN THE CITY OF
CORNING FOR DELINQUENT AND UNCOLLECTED TRANSIENT OCCUPANCY TAXES

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

SECTION 1. The City of Corning, pursuant to its authority under City of Corning Municipal Code, Section 3.28.130, does hereby impose a lien on the real property described in Exhibit "A", attached hereto and incorporated herein by reference, for delinquent and uncollected Transient Occupancy Taxes, interest and penalties through February of 2009.

Due notice was given to the person or persons having an interest in said property and a hearing was held by City Manager/Finance Director to hear protests and to assess the fees imposed on said property. No appeal was timely filed from the determination made of the amount of delinquent taxes, interest and penalties following that hearing.

SECTION 2. The matter having now come before the Mayor and Council for confirmation of the imposition of the lien imposed, the following fees are found to have been delinquent after proper notification to the property/business owner pursuant to proceedings under said provisions of the Corning Municipal Code. The statements of fees on file with the City Clerk in the amount of \$99,980.24 reflecting taxes, interest and penalties due as of February 2009 are hereby confirmed and adopted as a lien against the property listed on Exhibit "A" hereto. The Notice of Lien attached hereto as Exhibit "B" is hereby approved.

SECTION 3. The City Clerk is hereby directed to record a certified copy of this Resolution and the attached Notice of Lien with the Tehama County Recorder.



The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning, held on March 10, 2009, by the following vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

LEGAL DESCRIPTION

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

PARCEL A:

Lot 2 as shown on the Record of Survey filed in the Tehama County Recorder's Office, October 7, 1997 in Book Y of Maps at page 116.

PARCEL B:

An easement for ingress and egress and public utilities over, under and across all that portion of Lot 1 as shown upon a Record of Survey filed October 7, 1997 in Book Y of Maps at 116 in the office of the Tehama County Recorder, located in the City of Corning, Tehama County, California, described as follows:

Beginning at the northwest corner of above mentioned Lot 1, thence south 00° 00' 37" west along the line between Lots 1 and 2 of the same map, a distance of 51.75 feet, thence south 88° 55' 03" east, a distance of 20.32 feet, thence south 1° 04' 57" west, a distance of 110.76 feet, thence north 88° 55' 07" west, a distance of 18.25 feet, thence south 00° 00' 37" west, a distance of 27.00 feet, thence south 88° 55' 07" east, a distance of 193.02 feet, more or less, to the westerly right of way line of Highway 99 W, thence north 00° 00' 37" east, a distance of 27.00 feet along said right of way line, thence north 88° 55' 07" west, a distance of 137.82 feet, thence north 42° 35' 01" west, a distance of 14.79 feet, thence north 01° 04' 57" east, a distance of 141.80 feet, more or less, to a point that is 10 feet south of the north line of Lot 1, thence south 88° 55' 07" east, a distance of 155.12 feet, more or less, to a point on a 505.93 foot radius curve, being the west right of way line of Highway 99 W, from which the radius point bears south 78° 36' 41" east, thence along said 505.93 foot radius curve to the right an arc length 10.18 feet, through a central angle of 1° 09' 12", more or less, to the north line of said Lot 1, thence north 88° 55' 07" west, a distance of 205.08 feet, more or less, along the north line of Lot 1 to the point of beginning.

PARCEL C:

A 10' x 10' sign easement over, under and across all that portion of Lot 1 as shown upon a Record of Survey filed October 7, 1997 in Book Y of Maps, page 116 in the office of the Tehama County Recorder, located in the City of Corning, Tehama County, California described as follows:

Beginning at a point on the westerly right of way line of Highway 99 W from which the southeast corner of above mentioned Lot 1 bears south 00° 00' 37" west, a distance of 55.51 feet, thence south 88° 55' 07" east, a distance of 50.01 feet, said point in the center of Highway 99 W, thence from said point of beginning north 00° 00' 37" east, a distance of 10.00 feet, thence north 88° 55' 57" west, a distance of 10.00 feet, more or less, to the point of beginning.

PARCEL D:

A variable width lighting easement over, under and across all that portion of Lot 1 as shown upon a Record of Survey filed October 7, 1997 in Book Y of Maps, page 116 in the office of the Tehama County Recorder, located in the City of Corning, Tehama County, California described as follows:

EXHIBIT "A"

Beginning at a point where the south line of said Lot 1 intersects the westerly right of way line of Highway 99 W, thence north $88^{\circ} 55' 07''$ west, a distance of 193.02 feet along the southerly line of said Lot 1 to the southwest corner of Lot 1, thence north $00^{\circ} 00' 37''$ east, a distance of 28.50 feet along the west line Lot 1, thence south $88^{\circ} 55' 07''$ east, a distance of 5.00 feet, thence south $00^{\circ} 00' 37''$ west, a distance of 18.50 feet, thence south $88^{\circ} 55' 07''$ east, a distance of 188.02 feet, more or less, to the westerly right of way line of Highway 99 W, thence south $00^{\circ} 00' 37''$ west, a distance of 10.00 feet to the point of beginning.

PARCEL E:

A 10.00 foot wide strip easement for landscape maintenance over, under and across all that portion of Lot 1 as shown upon a Record of Survey filed October 7, 1997 in Book Y of Maps, page 116 in the office of the Tehama County Recorder, located in the City of Corning, Tehama County, California described as follows:

Beginning at a point where the south line of Lot 1 intersects the westerly right of way line of Highway 99 W, thence north $00^{\circ} 00' 37''$ east, a distance of 218.03 feet along the westerly line and its projection of the north line of Lot 1, thence along the north line of Lot 1 north $88^{\circ} 55' 07''$ west, a distance of 10.00 feet, thence south $00^{\circ} 00' 37''$ west, a distance of 218.03 feet to the south line of said Lot 1, south $88^{\circ} 55' 07''$ east, a distance of 10.00 feet to the point of beginning.

APN: 69-220-19

**RETURN TO:
CITY OF CORNING
794 THIRD STREET
CORNING, CA 96021**

EXHIBIT B

NOTICE OF LIEN
(Delinquent Uncollected Transient Occupancy Taxes)

The City of Corning, a Municipal Corporation, (hereafter "City") with offices at City Hall, 794 Third Street, Corning, California, 96021, gives notice that it claims a lien for the costs of delinquent uncollected Transient Occupancy Taxes upon the real property described below. This lien is claimed under the provisions of the City of Corning Municipal Code Section 3.28.130, adopted by the City Council on November 23, 2004.

Take notice that the City and its Mayor and Council, by action recorded in their official minutes of March 10, 2009, have assessed the amount of \$99,980.24 as the delinquent uncollected Transient Occupancy Taxes, penalties and interest through February of 2009 for the property identified below and the City claims a lien on said real property in that sum. The specified sum shall be a lien upon said real property until it has been paid in full and discharged of record. The Finance Director has complied with all provisions of Chapter 3.28 of the Corning Municipal Code in determining the amount required to be paid.

The real property upon which this lien is claimed is located in the City of Corning, County of Tehama, State of California and is described as follows:

Parcel A: Lot 2 as shown on the Record of Survey filed in the Tehama County Recorder's Office, October 7, 1997 in book Y of Maps at page 116

Address: 910 Highway 99-W

Assessor's Parcel No.: 69-220-19

Owner: Patel, Umakant S. and Patel, Kaushikaben U.

Owner's Mailing Address: 910 Highway 99-W
Corning, CA 96021

Resolution No.: 02-24-09-01

Reference: Delinquent and Uncollected Transient Occupancy Taxes for Days Inn

Lisa M. Linnet, City Clerk

All amounts current as of February 2009

T.O.T. PERIOD	AMOUNT DUE	AMOUNT PAID	DATE AMOUNT IS DUE	DATE PAID	# OF MONTHS LATE	1ST 10% PENALTY	2ND 10% PENALTY	1/2% INTEREST	TOTAL INTEREST	TOTAL PENALTIES + INTEREST	TOTAL DELINQUENT AMOUNT OWED PER PERIOD
October 2006	5,290.00	5,290.00	11/30/2006	2/16/2007	3	529.00	529.00	26.45	79.35	1,137.35	1,137.35
November 2006	4,111.83	4,111.83	12/31/2006	3/12/2007	3	411.18	411.18	20.56	61.68	884.04	884.04
December 2006	5,111.47	5,111.47	1/31/2007	4/9/2007	3	511.15	511.15	25.56	76.67	1,098.97	1,098.97
January 2007	4,847.00	4,847.00	2/28/2007	6/4/2007	4	484.70	484.70	24.24	96.94	1,066.34	1,066.34
February 2007	4,260.00	4,260.00	3/31/2007	8/14/2007	5	426.00	426.00	21.30	106.50	958.50	958.50
March 2007	5,296.00	5,296.00	4/30/2007	9/6/2007	5	529.60	529.60	26.48	132.40	1,191.60	1,191.60
April 2007	4,878.00	4,878.00	5/31/2007	10/5/2007	5	487.80	487.80	24.39	121.95	1,097.55	1,097.55
May 2007	6,051.00	6,051.00	6/30/2007	10/24/2007	4	605.10	605.10	30.26	121.02	1,331.22	1,331.22
June 2007	5,723.00	5,723.00	7/31/2007	12/6/2007	5	572.30	572.30	28.62	143.08	1,287.68	1,287.68
July 2007	5,450.00	5,450.00	8/31/2007	1/28/2008	5	545.00	545.00	27.25	136.25	1,226.25	1,226.25
August 2007	8,238.00	8,238.00	9/30/2007	4/23/2008	7	823.80	823.80	41.19	288.33	1,935.93	1,935.93
September 2007	7,164.00	7,164.00	10/31/2007	7/15/2008	9	716.40	716.40	35.82	322.38	1,755.18	1,755.18
October 2007	5,698.00	5,698.00	11/30/2007	8/14/2008	9	569.80	569.80	28.49	256.41	1,396.01	1,396.01
November 2007	6,624.00	6,624.00	12/31/2007	8/14/2008	8	662.40	662.40	33.12	264.96	1,589.76	1,589.76
December 2007	4,259.00	4,259.00	1/31/2008	10/6/2008	9	425.90	425.90	21.30	191.66	1,043.46	1,043.46
January 2008	5,048.00		2/29/2008		12	504.80	504.80	25.24	302.88	1,312.48	6,360.48
February 2008	3,689.00		3/31/2008		11	368.90	368.90	18.45	202.90	940.70	4,629.70
March 2008	6,146.00		4/30/2008		10	614.60	614.60	30.73	215.11	1,444.31	7,590.31

April 2008	4,627.00	5/31/2008	9	462.70	462.70	23.14	208.22	1,133.62	5,760.62
May 2008	6,482.00	6/30/2008	8	648.20	648.20	32.41	259.28	1,555.68	8,037.68
June 2008	7,755.00	7/31/2008	7	775.50	775.50	38.78	271.43	1,822.43	9,577.43
July 2008	8,852.00	8/31/2008	6	885.20	885.20	44.26	265.56	2,035.96	10,887.96
August 2008	5,767.00	9/30/2008	5	576.70	576.70	28.84	144.18	1,297.58	7,064.58
September 2008	4,468.00	10/31/2008	4	446.80	446.80	22.34	89.36	982.96	5,450.96
October 2008	5,137.60	11/30/2008	3	513.76	513.76	25.69	77.06	1,104.58	6,242.18
November 2008	4,419.41	12/31/2008	2	441.94	441.94	22.10	44.19	928.08	5,347.49
December 2008	3,664.57	1/31/2009	1	366.46	366.46			366.46	4,031.03
January 2009									

GRAND
TOTAL
\$99,980.24

3.28.090 Operator--Failure to collect or report tax--
Procedure by finance director. If any operator fails or refuses to collect the tax and to make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, the finance director shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. The city clerk is authorized under the ordinance codified in this section and pursuant to Government Code Sections 37104 through 37109 to issue subpoenas requiring the attendance of witnesses or the production of documents in proceedings pending before it and, upon signature of a subpoena by the mayor, may have such subpoena served in accordance with California Code of Civil Procedure Section 1987 for the purpose of enforcing the provisions of this chapter. As soon as the finance director procures such facts and information as he is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, he shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the finance director shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid addressed to the operator so assessed at his last known place of address. Such operator may within ten days after the serving or mailing of such notice make application in writing to the finance director for a hearing on the amount assessed. If application by the operator for a hearing on the amount assessed is not made within the time prescribed, the tax, interest and penalties, if any, determined by the finance director shall become final and conclusive and immediately due and payable. If such application is made, the finance director shall give not less than five days' written notice in the manner prescribed in this section to the operator to show cause at a time and place fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing, the finance director shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the

manner prescribed in this section of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after fifteen days unless an appeal is taken as provided in Section 3.28.100 of this chapter. (Ord. 615 §2, 2004; Ord. 258 §8, 1970).

3.28.100 Appeal. Any operator aggrieved by any decision of the finance director with respect to the amounts of such tax, interest and penalties, if any, may appeal to the city council by filing a notice of appeal with the city clerk within fifteen days of the serving or mailing of the determination of tax due. The city council shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to such operator at his last known place of address. The findings of the council shall be final and conclusive and shall be served upon the appellant in the manner prescribed in Section 3.28.090 of this chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice. (Ord. 258 §9, 1970).

3.28.110 Refunds. A. Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in subsections B and C of this section, provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the finance director within three years of the date of payment. The claim shall be on forms furnished by the finance director.

B. An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received when it is established in a manner prescribed by the finance director that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.

C. A transient may obtain a refund of taxes overpaid, paid more than once, or erroneously or illegally

collected or received by the city by filing a claim in the manner provided in subsection A of this section; but only when the tax was paid to the finance director, or when the transient, having paid the tax to the operator, establishes to the satisfaction of the finance director that the transient has been unable to obtain a refund from the operator who collected the tax.

D. No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto. (Ord. 258 §11, 1970).

3.28.120 Liability. Any tax required to be paid by any transient under the provisions of this chapter shall be deemed to be a debt owed by the transient to the city. Any such tax collected by an operator which has not been paid to the city shall be deemed a debt owed by the operator to the city. Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city for the recovery of such amount. (Ord. 258 §12, 1970).

3.28.130 Liens authorized for delinquent taxes-- Interest and penalties. A. Recording Certificate--Lien. If any amount required to be paid to the city under this chapter is not paid when due, the finance director may, within three years after the amount is due, file for record in the office of the Tehama County recorder a certificate specifying the amount of tax, penalties and interest due, the name and address of the operator liable for the same as it appears on the records of the city, and the fact that the finance director has complied with all provisions of this chapter in the determination of the amount required to be paid. Such certificate shall constitute a lien.

B. Effective Date of Lien. From the time of the filing of the certificate of tax, penalties and interest due, the amount required to be paid, together with penalties and interest, constitutes a lien upon real property in the county owned by the operator or acquired by him afterward and before the lien expires. The lien has the force, effect and priority of a judgment lien for the payment of tax and shall continue for ten years from the time of filing the certificate unless sooner released or

otherwise discharged. This chapter does not give the city a preference over any recorded lien that was attached prior to the date when the amounts required to be paid became a lien.

C. Priority of Tax Lien on Property of Operator.

The amounts required to be paid by any operator under this chapter shall be satisfied first in any of the following cases:

1. Whenever the operator is insolvent;
2. Whenever the operator makes a voluntary assignment of his or her assets;
3. Whenever the estate of the operator in the hands of executors, administrators or heirs is insufficient to pay all the debts due from the deceased; or
4. Whenever the estate and/or property of an absconding, concealed or absent operator required to pay any amount under this chapter are levied upon by process of law.

D. Warrant for Collection of Tax. At any time within three years after any operator is delinquent in the payment of any amount required to be paid under this chapter or within ten years of the last recording of a certificate of lien, the finance director may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the city under this chapter. The warrant shall be directed to any sheriff, marshal or constable and shall have the same effect as a writ of execution. The warrant and a sale made pursuant to it shall be levied in the same manner and with the same effect as a levy of and a sale pursuant to a writ of execution. The finance director may pay or advance to the sheriff, marshal or constable the same fees, commissions and expenses for his or her services as are provided by law for similar services pursuant to a writ of execution.

E. Seizure and Sale of Operator's Property. At any time within three years after any operator is delinquent in the payment of any amount required to be paid under this chapter or within three years of the last recording of a certificate of lien by the city, the finance director may forthwith collect the amount in the following manner:

The finance director shall seize any property, real or personal, of the operator and sell the property, or a sufficient part of it, at public auction to pay the amount due together with any penalties and interest imposed for

the delinquency and any costs incurred on account of the seizure and sale. Any seizure made to collect occupancy taxes due shall be only of property of the operator not exempt from execution under the provisions of the California Code of Civil Procedure or other applicable laws and regulations. The finance director shall obtain a warrant from a court of competent jurisdiction prior to entering upon the property of the operator without the permission of the operator. (Ord. 615 §3, 2004).

ITEM NO. M-15
REPORT REGARDING FREEWAY WELCOME
SIGN REFURBISHMENT COSTS

MARCH 10, 2009

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA

FROM: JOHN L. BREWER, AICP; PUBLIC WORKS DIRECTOR



SUMMARY:

At the February 24, 2009 meeting the City Council requested additional information regarding the costs to refurbish the Chamber of Commerce's I-5 "Welcome Signs". A photo showing one of the finished signs is attached as Photo "B". The purpose of this report is to provide a detailed accounting of those costs. Of particular interest are the additional costs due to revisions in the "sign message" that occurred after the initial purchase order. For that purpose, staff has prepared the attached spreadsheet. The narrative that follows below utilizes and references that spreadsheet. I've not attached the numerous supporting documents, but they are available upon request.

In the simplest of terms, the City paid a total of \$2,585.80 to McDaniel Signs for this project. This amount exceeded the initial McDaniel Sign quote of \$1,773.92 by \$811.88. That additional cost was borne by both the Chamber of Commerce (\$786.78) and the City of Corning (\$25.10).

However, that conclusion dismisses any value of the unused vinyl lettering that McDaniel Signs produced and forwarded to the City (Photo "A"). Arguably, that lettering, which is currently stored at the City's corporation yard, can be used at some point in the future. Of course, assigning value is quite subjective. I used the cost that McDaniel Signs charged for the lettering. Others might prefer to assign a reduced value. But if the full value of that unused lettering (plus sales tax) is taken into account, the additional cost associated with the project is \$136.21, split between the City (\$25.10) and the Chamber (\$111.11).

LEGAL OPINION:

Mayor Strack asked City Attorney Mike Fitzpatrick to weigh-in regarding one aspect of this matter. His memorandum is attached to this staff report.

SPREADSHEET NARRATIVE:

Please refer to the attached spreadsheet titled: "I-5 Welcome Signs Cost Summary". Under "Category 1" you'll find the sum of the two original quotes (\$886.96/sign) provided by McDaniel Signs.

The next spreadsheet category is labeled "2. McDaniel Signs Invoice Summary". As the name implies, it sums the two invoices submitted by McDaniel Signs and paid by the City of Corning. Those invoices total \$2,585.80.

The third category quantifies the additional McDaniel Signs cost above the original quote. Overall, \$811.88 above the original McDaniel Signs quote was paid to the sign company.

Under category 4, you'll find the "City Cost Summary". In it, the sum of the McDaniel Invoices is subtracted from the amount that the Chamber of Commerce reimbursed the City. Note the net cost to the City was \$25.10.

Category 5 summarizes the costs to the Chamber of Commerce. The Chamber reimbursed the City a total of \$2,560.70. That amount exceeded the original McDaniel Quote by \$786.78. The next rows assign value (from the McDaniel invoice dated November 6, 2008) to the unused lettering that McDaniel Signs produced that's now in possession of the City of Corning and available for future use. We chose to append this value to the Chamber because the lettering would most-likely be used for the Chamber's signs. When you subtract the value of the lettering from the "Excess Costs" you're left with a net cost to the Chamber of \$111.11.

The last category (6) shows the sum of the additional costs to both the City of Corning and the Corning Chamber of Commerce is \$136.21 (\$25.10+\$111.11).

BACKGROUND:

The City of Corning owns two arched "Welcome Signs"; one oriented to each travel direction on I-5. The signs were originally constructed with Business Improvement District (BID) funds. On August 31, 2008 a wildfire occurred and damaged the southerly sign that's located (on private property) about ¼ mile south of Liberal Avenue.

The City Public Works Department soon commenced measures to repair the damaged sign. The scorched sign face was removed and taken to the corporate yard. At some point the decision to reface not only the fire damaged sign, but also the northerly sign was made. Staff solicited a bid from McDaniel Signs to reface the two signs with the same text info; i.e. "*Traveler's Services-Friendly Downtown-corningchamber.org-corning.org*". On September 8, 2008, McDaniel provided two "quotes" totaling \$1,773.92 to refurbish the two signs.

On October 7, 2008, a City Purchase Order seeking payment to McDaniel's Signs for the sign work was completed. The Purchase Order noted the Chamber of Commerce was ultimately to reimburse the city for the expenditure, with "leftover" BID funds. Public Works Director John Brewer and City Manager Steve Kimbrough signed the Purchase Order authorizing the work¹.

On October 14, 2008, the issue of "temporary" funding of the sign refurbishment was presented on the City Council "Consent Calendar". However, the matter was removed from the consent calendar and individually discussed. During the discussion Mayor Strack raised the issue revising the sign message (text). City Manager Kimbrough advised the sign work had already been authorized, and that if the "wording" hadn't been completed, it could be stopped pending a decision on a revised message. The City Council approved the expenditure but also decided to hold a joint meeting with the Chamber of Commerce on October 28th to discuss alternative sign text.

Soon after the October 14th meeting, the City Manager contacted McDaniel Signs to stop progress on the sign lettering. Gretchen McDaniel ceased that work and subsequently (Nov. 6, 2008) faxed a revised invoice totaling \$1,525.10, which subtracted the costs for lettering

¹ Note that City Council "prior-approval" is not required for purchases between one and ten thousand dollars .

application (\$232.00 plus \$16.82 in sales tax) and essentially "adjusted" the September 8, 2008 "quote" to reflect the work completed.

On October 28, 2008, the City Council met with the Chamber of Commerce to discuss alternative sign text that might be included on the refurbished signs. The Chamber Board postponed any decision on the sign message. The City Council opted to direct the matter to a sub-committee made up of Mayor Strack and Councilmember Becky Hill.

On November 25, 2008, Mayor Strack and Councilmember Hill met with the Chamber Board and collectively decided on a sign message. The Mayor told the Public Works Director (PWD) of the decision. PWD Brewer emailed Gretchen McDaniel on November 26th asking for an updated photo that could be included in a City Council Staff Report to be presented on December 9, 2008. Gretchen provided the electronic photo and the staff report was prepared and presented on December 9, 2008.

On December 9, 2008, the City Council approved the final sign message and authorized the payment of \$1,060.70 for the finished sign work. McDaniel Signs completed the work and delivered the unused lettering (Photo "A") to the City Public Works Department. Public Works personnel later installed the finished panels to the two sign structures (Photo "B").

RECOMMENDATION:

This is presented as an informational item only. No action is necessary.

I-5 Welcome Signs Cost Summary

Category	Item	Source	Date	Value
<u>1. Original Quote:</u>				
	Sum of 2 quotes	McDaniel Signs	9/8/2008	\$ 1,773.92
<u>2. McDaniel Signs Invoice Summary:</u>				
	Invoice 1-No. 2866	McDaniel Signs	11/6/2008	\$ 1,525.10
	Invoice 2-No. 2894	McDaniel Signs	12/19/2008	\$ 1,060.70
			Total:	\$ 2,585.80
<u>3. Additional Cost above Original McDaniel Quote</u>				
	Sum of Invoices	McDaniel Signs	11/6 & 12/19/08	\$ 2,585.80
	Original Quote	McDaniel Signs	9/8/2008	\$ 1,773.92
			Total:	\$ 811.88
<u>4. City Cost Summary:</u>				
	Total Cost	McDaniel Signs Invoices:	11/6 & 12/19/08	\$ 2,585.80
	Reimbursement	Chamber of Commerce	2/5/2009	\$ 2,560.70
			Excess Cost:	\$ 25.10
<u>5. Chamber of Commerce Cost Summary:</u>				
	Total Paid City	Chamber of Commerce Check	2/5/2009	\$ 2,560.70
	Original Quote	McDaniel Signs	9/8/2008	\$ 1,773.92
			Excess Cost:	\$ 786.78
	Unused Lettering Value:			
	Unused Lettering Vinyl:	McDaniel Signs Invoice 2866	11/6/2008	\$ 630.00
	Sales Tax	7.25%		\$ 45.68
			Total:	\$ 675.68
	Net Cost Difference from original quote for Chamber of Commerce:			\$ 111.11
<u>6. Sum of Additional Costs to City and Chamber (from original quote):</u>				\$ 136.21

Traveler Friendly
Newtown
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PHOTO
11/11/11



THE OLIVE CITY

TASTING & SALES

OLIVES & OLIVE OIL

NEXT 3 EXITS

PHOTO
"B"

MEMORANDUM

To: Mayor and Council

From: City Attorney

Re: Legality of Requiring City Manager to Reimburse City for Sign expenses

Date: March 4, 2009

ISSUE: Does the City Council have legal authority to require the City Manager to reimburse the City for some of the expenses incurred in producing the City's welcome signs?

ANSWER: No.

DISCUSSION: The City Manager is an "at will" employee of the City and serves "at the pleasure of the City Council" under the authority contained in California Government Code section 36506. He is exempt from the provisions of the City's Personnel Rules and Regulations under section 1.5a, including the provisions which allow imposition of "discipline" for misconduct.

The Corning City Manager does not have a contract with the City which would allow the City to obtain reimbursement of expenses which arguably could have been avoided had authorization to proceed first been obtained from the City Council.

Although there are State laws which allow a City to recover funds from employees who intentionally damages or harms the City; there are no such laws which allow the City to do so based strictly on employee "negligence" so long as the employee is acting within the scope of his or her office.

There is no case law or administrative law I have found which would allow a City to require an employee to pay reimbursement from personal funds or resources for having caused the City to incur expenses which, had greater prudence or better judgment been exercised, could have been avoided.