



City Council Staff Report

DATE: January 21, 2009

CONSENT CALENDAR

SUBJECT: APPROVAL OF REIMBURSEMENT AND MAINTENANCE AGREEMENT WITH PALM SPRINGS DISPOSAL SERVICES (PSDS) FOR TWO (2) MARATHON SELF-CONTAINED TRASH COMPACTORS AND ODOR NEUTRALIZING UNIT AT THE DOWNTOWN TRASH ENCLOSURE

FROM: David H. Ready, City Manager

BY: Community & Economic Development Department

SUMMARY:

This action approves reimbursement and maintenance agreement with Palm Springs Disposal Services (PSDS) for Two (2) trash compactors and odor neutralizing unit at the downtown trash enclosure.

RECOMMENDATION:

1. Approve an agreement with Palm Springs Disposal Services for two marathon self-contained trash compactors and odor neutralizing unit at the Downtown Trash Enclosure.
2. Adopt Resolution No. _____, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2008-09."
3. Authorize the City Manager to execute all the necessary documents.

BACKGROUND:

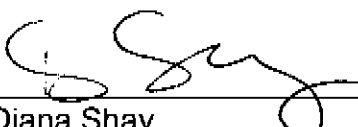
When the City of Palm Springs constructed the parking structure at Indian Canyon Drive and Baristo Road in 2002 it consolidated several private trash enclosures into one, large, multi-user facility on City owned property. The private users of the facility contracted for trash service and were expected to maintain the facility. However, numerous maintenance problems developed with the enclosure being littered with loose trash and un-collapsed cardboard boxes, odors, unauthorized dumping and scavenging.

The Downtown Trash Enclosure Redesign and Alleyway Enhancements, City Project No. 07-26, was designed and recently completed by the Agency to address the problems with the cleanliness, functionality and appearance of the trash enclosure and surrounding area. The improvements that were constructed include relocation of the existing water hose faucet and addition of hot water service within the enclosure, installation of new electrical service, raising the height of the existing block walls and removing part of the south facing wall and replacing it with 2 large roll-up doors for truck access along with a new pedestrian roll-up door. In addition to these improvements, the City's Recycling Program staff in conjunction with PSDS selected two new trash compactors to be housed in the newly renovated trash enclosure, one for rubbish and one for cardboard. Access to the enclosure is now restricted to users of the facility, PSDS and City staff.

PSDS purchased the 2 compactors and odor control unit for \$55,309.56. The cost for operating and maintaining the trash enclosure and compactors will be borne by the users through the PSDS billing structure. The City is financing the capital cost of the compactors as part of the trash enclosure facility. PSDS will carry out the day-to-day operations, monitoring and maintenance of the facility, scheduled pick-up of compactors for emptying, and any required maintenance or repairs to the compactors.

FISCAL IMPACT:

The total fiscal impact is \$55,309.56 and is available from Recycling Fund account 125-1280-(Account Number Pending).



Diana Shay
Redevelopment Coordinator



Tom Wilson
Assistant City Manager



DAVID H. READY
City Manager

Attachments:

1. Agreement for Reimbursement, Maintenance and Servicing of Trash Compactors in City-Owned Downtown Trash Enclosure
2. Resolution

**AGREEMENT FOR REIMBURSEMENT, MAINTENANCE AND
SERVICING OF TRASH COMPACTORS IN CITY-OWNED
DOWNTOWN TRASH ENCLOSURE**

This AGREEMENT FOR REIMBURSEMENT, MAINTENANCE AND SERVICING OF TRASH COMPACTORS IN CITY-OWNED DOWNTOWN TRASH ENCLOSURE ("Agreement") is entered into as of _____, 2008 by and between the CITY OF PALM SPRINGS, a California charter city ("City"), and Palm Springs Disposal Services, a California corporation ("PSDS").

RECITALS:

A. City and PSDS entered into an Agreement for Solid Waste Management Services on July 18, 2003 ("Franchise Agreement"). The Franchise Agreement grants PSDS a franchise and gives PSDS the right and duty to collect, transfer, transport, recycle, process and dispose of solid waste and recyclable material accumulating within the City.

B. The City has constructed a multi-user trash enclosure facility for the purpose of providing a secure, discreet and convenient place for neighboring businesses to dispose of their refuse.

C. PSDS purchased and installed two (2) Marathon self-contained trash compactors within the City's trash enclosure as directed by the City.

D. PSDS has entered into a service agreement with the local businesses/property owners that will use this facility ("Customers"). The service agreement identifies roles and responsibilities of PSDS and customers and provides a mechanism for billing customers on a monthly basis for disposal services.

E. City desires to reimburse PSDS for the capital cost of the trash compactors while assigning responsibility for maintenance, monitoring, and servicing the compactors to PSDS with PSDS to include expenses for these activities in their monthly charges to customers.

NOW THEREFORE, the parties agree as follows:

1. Refund of Purchase Price. The City shall reimburse PSDS Fifty Five Thousand Three Hundred Nine Dollars and Fifty Six Cents (\$55,309.56) for the capital cost of the two compactors, Sonozaire odor neutralizer, and sales tax.

2. Grant of Access. City hereby grants and conveys to PSDS a nonexclusive license over and across the Site for purposes of maintaining and servicing the Compactors, recycle bins, and related equipment ("Easement").

3. Maintenance. PSDS shall maintain and repair the Compactors, recycle bins, and related equipment in a first class condition and provide all maintenance necessary as recommended by the manufacturer of the Compactors and perform all necessary repairs during their useful life. PSDS shall repair and/or replace any damage to the Compactors within seven (7) calendar days of such damage being discovered. In addition to all other remedies provided by law, in the event the PSDS fails to maintain the Compactors, upon reasonable notice, the City may perform any necessary repairs, maintenance, or perform such other acts as the City deems reasonably necessary to ensure the availability of the Compactors secure insurance, and charge the PSDS for the costs therefor.

4. Compliance with the Law. PSDS hereby agrees to comply with all applicable statutes, ordinances, orders, laws, rules and regulations, and the requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof, which may be applicable to the use of the Compactors on the Site or to the use or manner of use of the Site.

5. Insurance. PSDS shall procure and maintain, at its sole cost and expense, in a form and content consistent with industry standards, with an insurer qualified to do business in California and rated "A" or better in the most recent edition of Best Rating Guide with a financial class category of Class VII or better, unless such requirements are waived by the Risk Manager of the City, during the entire term of this Agreement and at all times while the Compactors are located on the Site, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance together with a Broad Form CGL Endorsement and insuring against contractually assumed liability which shall specifically insure PSDS's indemnity obligation under Section 12 below. The policy of insurance shall have a combined single limit liability of One Million Dollars (\$1,000,000.00).

(b) Workers' Compensation Insurance. A policy of Workers' Compensation Insurance in an amount as would fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Owner and the City against any loss, claim or damage arising from any injuries or occupational hazards or diseases occurring to any worker employed by or any person retained by Owner in the course of carrying out the obligations of this Agreement.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All such policies shall provide that such insurance may not be amended or canceled without providing thirty (30) days written notice by registered mail to the City. Cancellation clause shall read "**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE**

CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT". In the event any of such policies are canceled, Owner shall, prior to the cancellation date, submit new evidence of insurance in conformance with the requirements of this Section 11. Owner shall provide the Commission with Certificates of Insurance evidencing the insurance coverages and policies required hereunder. Owner agrees that the existence of any insurance shall not limit or otherwise affect Owner's obligations under this Agreement.

In the event the Risk Manager of City determines that the work or services to be performed under this Agreement creates an increased or decreased risk or loss to the City, the Owner agrees that the minimum limits of the insurance policies required by this Section 11 may be changed accordingly upon receipt of written notice from the Risk Manager, provided that the Owner shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

6. Indemnification. PSDS hereby agrees to Indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all actions, suits, claims, damages, losses, costs, penalties, obligations, errors, omissions or liabilities (collectively "Claims or Liabilities") arising out of or in any way connected with any act, omission or negligence of PSDS, Its agents, employees or contractors, or related to this Agreement, including, without limitation, bodily injury to or death of persons, injury or damage to property and attorneys' fees, but excluding such Claims or Liabilities resulting solely from the willful misconduct of the City, its officers, agents, representatives or employees who are directly responsible to the City.

7. City Representative. The City Manager, or his designee, ("City Manager") shall be the City's designated representative with respect to this Agreement and shall have the authority to give approvals or consents required hereunder and to otherwise act on behalf of the City for the purpose of implementing this Agreement.

8. Term. This Agreement will remain in effect until June 30, 2014 with an option to extend four (4) years to June 30, 2018 concurrent with the Franchise Agreement.

9. Default.

(a) Cure Rights. In the event of any default or breach of any of the covenants or conditions contained in this Agreement by PSDS, City shall have all rights and remedies permitted at law or in equity including, without limitation, the remedy of specific performance. Additionally, in the event that PSDS has not cured any curable default hereunder within thirty (30) days after written notice from City of such default, City shall have the right to cure such default and charge

PSDS with the cost thereof, including all costs incurred in connection with enforcing this Agreement or in collecting such amounts from Owner.

10. Ownership. Upon the acceptance of the reimbursement and payment therefor, the Compactors and all rights thereto shall be conveyed by PSDS to City. The Compactors shall remain the property of the City or any successor, provided, however, that the City shall transfer ownership of the Compactors to any successor in interest of the Site.

11. Successors and Assigns. The obligations of PSDS under this Agreement shall be binding on PSDS's successors and assigns and shall burden the Site and shall run with the land and be binding upon all successors and assigns acquiring any right, title and interest in and to the Site.

12. Attorneys' Fees. In the event that any action or proceeding is instituted for the interpretation or enforcement of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party, all costs and expenses related to such action or proceeding, including, without limitation all attorneys' fees and expert witness fees, both at trial and on appeal.

13. Integration. This Agreement and other documents expressly incorporated herein by reference contain the entire and exclusive understanding and agreement between the parties relating to the matters contemplated hereby and all prior or contemporaneous negotiations, agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

14. Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

15. Counterparts. This Agreement may be executed in counterparts which, when taken together, shall constitute one executed document as though all signatures appeared on one copy.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

"PSDS"

PALM SPRINGS DISPOSAL
SERVICE, a California Corporation

a : _____
By: _____
Its: _____

"CITY"

CITY OF PALM SPRINGS,
a California charter city

ATTEST:

By: _____
City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

EXHIBIT "A"

(Marathon RJ250 Ultra/15 Units)

MARATHON EQUIPMENT COMPANY

StreamLine

Option for Marathon's
Self-Contained Compactor/Containers

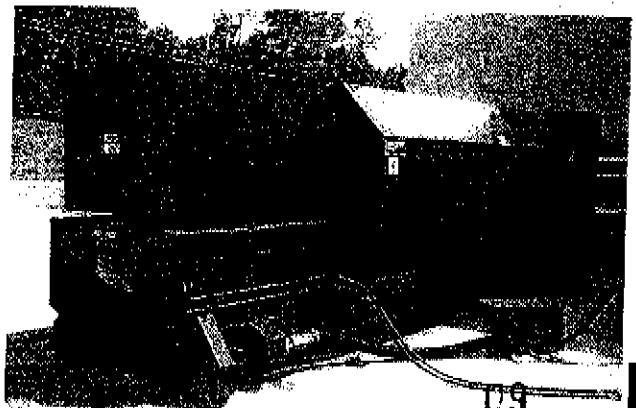
The StreamLine option allows any of Marathon's Self-Contained Compactor/Containers to drain excess liquid from your container, reducing net payload weight and significantly reducing hauling costs!

RJ-250SLSC

RJ-88SLSC



This Streamline RJ-88SLSC, located at a grocery store, allows liquid from wet waste to be drained off before the unit is hauled to the landfill.



Rental & Leasing Programs Available

US

• RJ-250 SC

Self-Contained Compactor
with 15 to 39 Cubic Yard
Capacity Container



Totally



Listed!



RJ-250SC Features

- Great for high liquid waste
- Large 40 1/2" x 58" Feed Opening
- Full Door Seal with "P" Seal
- Bubble Gate with Auto Relatch and Double-Hinge Door
- Qwik Clean® Tank
- CYCON Life-Xtender® Cyclic Control System
- Signature Series Warranty
- Unit is **Totally UL Listed!**

MARATHON

DOVER COMPANY

WHY MARATHON IS THE PREFERRED CHOICE

Compare a Marathon RJ-250 with any other compacted compactor on the market, and you will find out why Marathon is the preferred choice of all discriminating buyers.

Components are selected for longevity and minimum maintenance, with special attention given to the selection of highly reliable components. Superior engineering provides the optimum degree of efficiency, not only if the best materials are used, the highest standards of quality are observed during manufacturing process. That's why you'll find Marathon compactors are the most trusted compactor other makes have failed.

The RJ-250 units are state of the art in roll-off compaction. Incorporates feature of oversized feed opening and expanded container storage capacity. The RJ-250 compactors are designed to store and transport the waste for your container collection. Your work area is kept in accordance with public health department requirements. Improve working conditions for your employees and reduce disposal costs.

Marathon RJ-250C and RJ-250HT compactors can be customized with a variety of loading arrangements to suit your specific needs. The RJ-250HT is particularly well suited for security chutes and truck collection. You will save maneuvering space for the collection vehicle. As limited maneuvering space is available, the compactors can fit into the same door through which the compacted waste is later emptied. This eliminates the need for the additional space necessary for the installation and collection of compacted material. See the RJ-250C and RJ-250HT compactors for details.

RJ-250C/RJ-250HT FEATURES:

- Exclusive 40 1/2" x 58" feed opening to handle large, bulky items!
- Continuous feeding capability - even while compactor is operating!
- Adaptable to special loading systems such as large capacity hoppers, security chutes or total enclosures.
- Topload and pest control via Marathon's Ozone system (an option).
- Discharge from either ground or dock level.
- Over 22 tons of crushing force to reduce refuse to a fraction of its former size saving valuable space.
- Fits into same space as the 1000 Series RJ-1000 Ultra. Extra length roll-off rollers not required.
- Easy and fast installation. Installation can be quickly half over conventional compactors systems.
- Fire hose connection provided on each unit.
- Factory testing to assure leakproof installation.
- Fully UL Listed.

Signature Series Warranty

- 3 Years Structure
- 2 Years Components
- Monthly Labor

Specifications:

Charge Box Capacity		
[Mfrs. Rating]	1.7 cu yd	1.30 m ³
[WASTEC Rating]	1.29 cu yd	0.99 m ³
Clear Top Opening	40 1/2"L x 58"W	1029 mm x 1473 mm

Performance Characteristics:

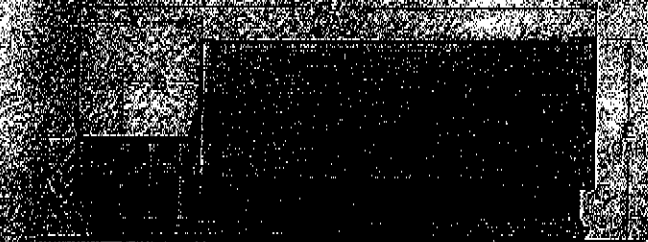
Cycle Time	33 s	33 s
Total Normal Force	39,900 lb	177 kN
Total Maximum Force	49,500 lb	220 kN
Normal Ram Face Pressure	27.1 psi	189 kPa
Maximum Ram Face Pressure	33.7 psi	235 kPa
Ram Penetration	6"	152 mm

Electrical Equipment:

Electric Motor 3/60/230-460	10 hp	7.5 kW
Electric Control Voltage	120 VAC	120 VAC
Panel Box Assembly		
UL Rated	Key Operated	
All Circuits Fused - 3 Push Button Station	Start/Stop/Reverse	

Hydraulic Equipment:

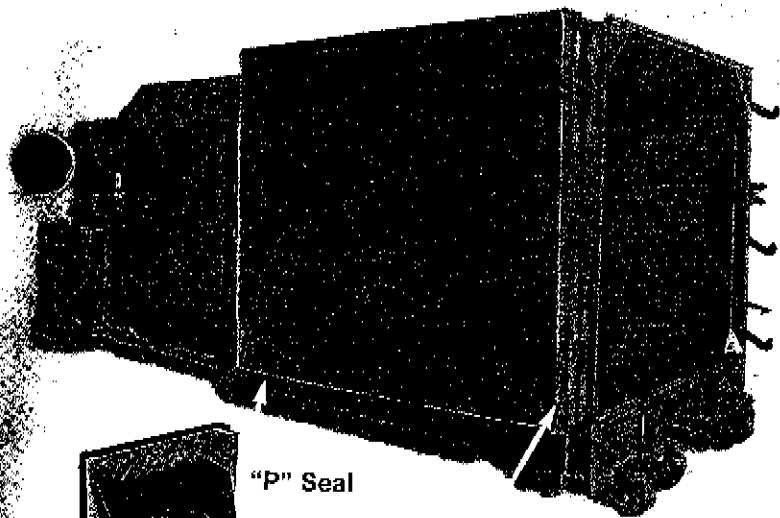
Hydraulic Pump	10 gpm	38 L/min
Normal Pressure	1850 psi	128 bar
Maximum Pressure	2300 psi	159 bar
Hydraulic Cylinders (2) - Bore	4"	102 mm
- Rod	2-1/2"	64 mm



Marathon RJ-250C/RJ-250HT compactors are designed to store and transport waste for your container collection.

Capacity (cu yds)	4' - 0"	3' - 7-1/4"	5' - 7-1/2"	14' - 3"	7' - 5"	Weight (kg)
15 cu yds	1219mm	1099mm	1715mm	4521mm	2261mm	8,860 4019kg
20 cu yds	1219mm	1099mm	1715mm	17' - 4"	7' - 5"	9,520 4310kg
25 cu yds	1219mm	1099mm	1715mm	17' - 10"	8' - 8"	10,030 4550kg
30 cu yds	1219mm	1099mm	1715mm	20' - 5"	8' - 8"	10,620 4812kg
34 cu yds	1219mm	1099mm	1715mm	22' - 5"	8' - 8"	11,130 5049kg
38 cu yds	1219mm	1099mm	1715mm	24' - 11-1/2"	8' - 8"	11,790 5348kg
25 cu yds	1245mm	1099mm	1715mm	20' - 8-1/2"	8' - 6"	11,104 4173kg
29 cu yds	1245mm	1099mm	1715mm	23' - 1"	8' - 6"	11,604 5264kg

* Overall height with hydraulic tailgate raised, 16'-8". Height should be adjusted with tailgate down (1500 mm minimum) in order to control hydraulic force.
 † Clearing is available. Call factory for details.



"P" Seal

The "P" shaped Door Seal is specially designed for portable compaction/containers to provide a superior water tight closure. The mounting is engineered for quick and easy installation when replacement is necessary, requiring no field fitting, cutting or welding.

****Patented Double-Hinge with Bronze Bushing**

Every RJ-250SC is tested for water tightness before leaving the factory. Liquid retention is assured by the incredible **Double-Hinge!** It creates uniform seal compression while eliminating seal "scrubbing" and damage so often encountered with competitive designs. The **Double-Hinge** also saves expensive driver and truck time because only one easy-to-operate ratchet makes it work.

*U.S. Patent #4741455

Marathon's Patented...

***CYCON Cyclic Control System**

Standard on all RJ-250SC and 250HT Compactors

- Reliable, solid state circuitry eliminating all pressure and limit switches
- Extended cylinder and hose wear life guaranteed by CYCON's no-shock cycle control
- Automatic "container full assurance system" - the ram dwells against the load at full pressure resulting in better compaction
- Smoother running, quieter operation
- Advanced hydraulic design allows the system to operate at minimum pressure levels except when actually packing solid waste
- More accurate Advanced Warning or Container Full options
- Dramatically improved cold weather performance

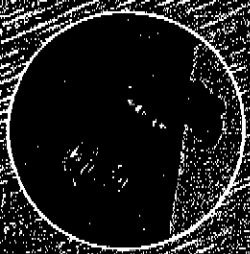
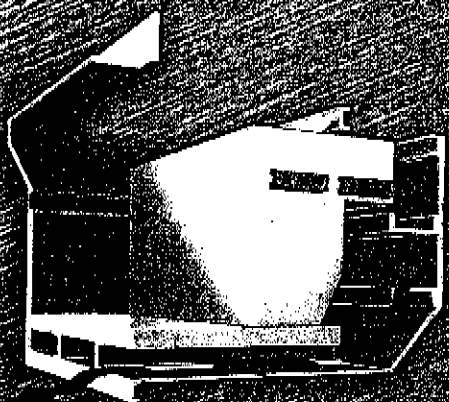
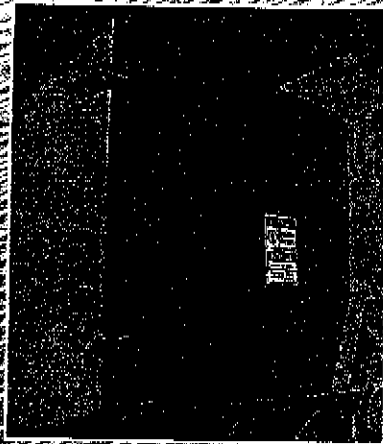
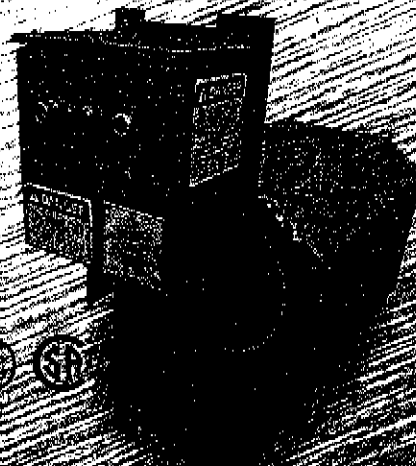
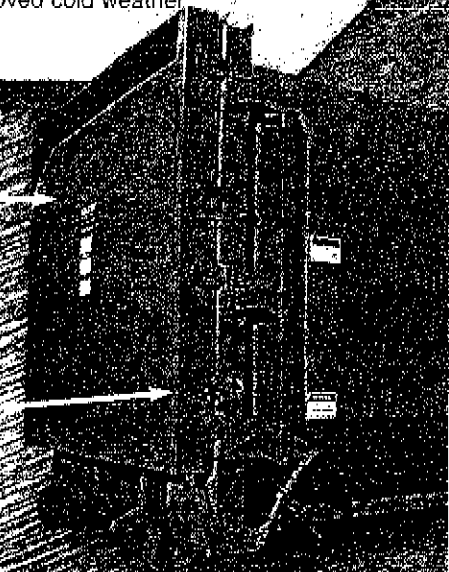
*U.S. Patent #4850646



Bubble Gate & Auto Relatch

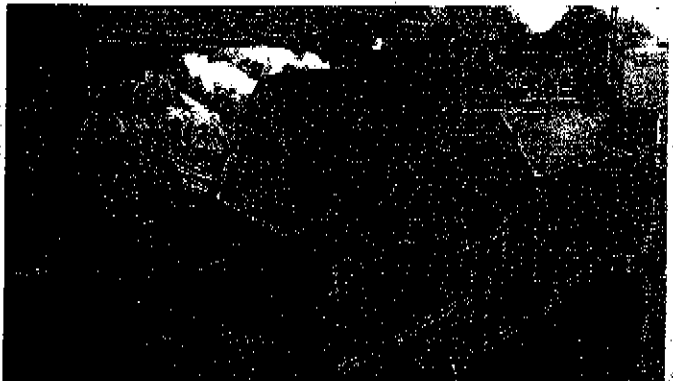
The innovative "Bubble Gate" adds a full cubic yard of container capacity! Superior compaction ratios result from its special curved shape! These two unique benefits reduce costs of disposal.

The ultimate in latch systems, Marathon's "Auto Relatch" eliminates the need to hold door while operating the latch ratchet. The design allows operator to use both hands on the ratchet.



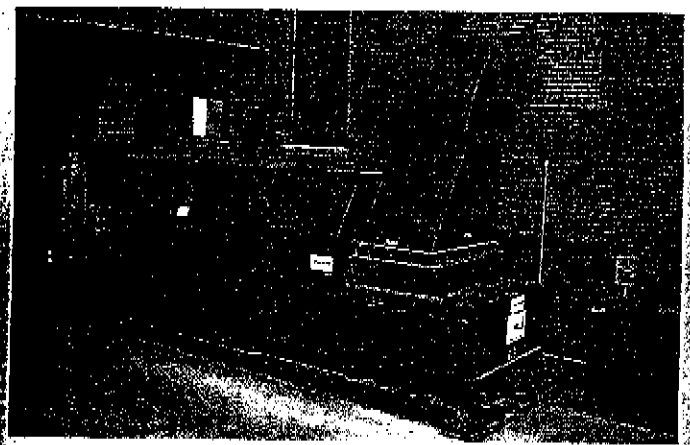
RAMJET

RJ-250SC SERIES



Medical centers generally require a high degree of security and sanitation. The RJ-250SC provides both. Waste is safely stored out of reach of scavengers. Sanitary conditions are enhanced even further with the Marathon Ozone Odor Control System which destroys odor-producing bacteria by molecular reaction! At this medical center installation, cardboard is the main material processed for the purpose of recycling with a customized dock application and a 48 gallon cart dumper system installed.

This RJ-250SC, located at a hospital, is fed by a tipper on the dock and a conveyor system. The conveyor directs shredded "red bag" waste from a Marathon medical waste handling system. The self-contained compactor effectively solves spillage and leakage problems associated with conventional stationary compactors and containers.



Selected to handle large volumes of office waste and food waste from a cafeteria, the RJ-250SC complements this large, downtown building which houses the corporate headquarters of a major department store. The "through-the-wall" chute allows the compactor to be loaded from a second floor location providing both convenience and security.

Equipped with an integral ground-level cart dumper system, the RJ-250SC is ideal for sprawling apartment complexes, shopping centers, parks, resorts and other applications where a centralized disposal system is needed. "Trainable" carts can be located in convenient locations throughout the facility and periodically towed to the compactor.

The compactor ram automatically retracts when cart is being lifted so that the full capacity of charge box is available for trash being dumped. Ramps remain in "full dump" position for transit to and from landfill.

RJ-250SC

Authorized Distributor:

RENTAL & LEASING PROGRAMS AVAILABLE

Visit our web site: www.MarathonEquipment.com



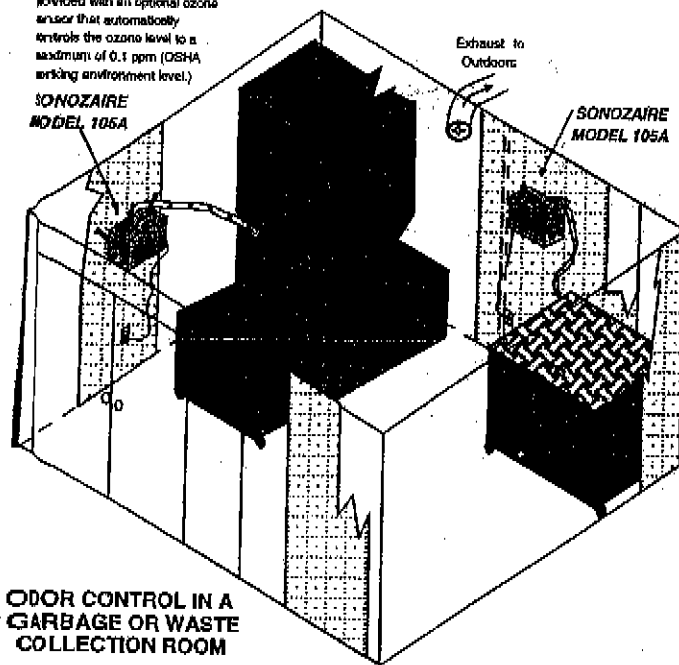
MARATHON EQUIPMENT COMPANY
P.O. Box 130 Hwy. 1102 Indu
833-8974
5724
1-800-922-7062



Pictures in this literature are illustrative only. Specifications are subject to change without notice in order to accommodate improvements to the equipment. Certified in compliance with ANSI Regulation Z245.2, all OSHA standards, and certified under WASTEC Compactor Certification Program. Products must be used with safe practice and in accordance with said regulations and standards.

Sonozaire™ odor neutralizer

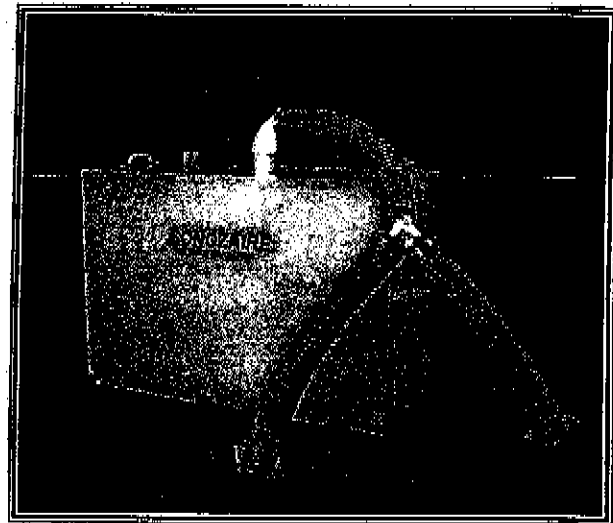
All Sonozaire Models can be provided with an optional ozone sensor that automatically controls the ozone level to a maximum of 0.1 ppm (OSHA working environment level).



ODOR CONTROL IN A GARBAGE OR WASTE COLLECTION ROOM

Optional Items:

- ❖ PVC Flex Hose
- ❖ Alum. Y Fittings
- ❖ SS Hose Clamps
- ❖ Wall Mounting Kit
- ❖ Alum. Flanges
- ❖ PVC Elbows
- ❖ Weatherproofing
- ❖ Ozone Sensors
- ❖ 24 Hour Timers (Programmable)



Model 630A with Optional Items

Sonozaire Models

Applications	105A	115A	330A	630A
Compactor/Container (cu yards)	0 to 4	4 to 8	8 to 30	30 to 50
approx volume (cu meters)	0 to 3	3 to 6	6 to 23	23 to 38
Garbage Room (cu feet)	200 to 1800	405 to 3,240	3,240 to 12,150	12,150 to 20,250
approx volume (cu meters)	6 to 50	11 to 92	92 to 344	344 to 574
Cabinet				
Dimensions (LxHxD inches)	12.4 x 10.7 x 6.5	22 x 20 x 7.5	24 x 27 x 14	36 x 27 x 14
(LxHxD cm)	31.5 x 27.2 x 16.5	56 x 51 x 19	61 x 69 x 36	91 x 69 x 36
Weight (lbs)	9	32	58	85
(kg)	4	14.5	26.3	38.6
Equipment Specifications				
Electrical Power (watts)	40	70	125	260
Blower Air Volume @ 0" SP				
@ 60hz (cfm)	16	60	60	100
@ 50hz (cu m/hr)	13	86	86	141

Equipment is designed for 115 volt, 50/60 hz, 1 ph (Optional 220-240 volt, 50/60 hz, 1 ph) AC only

Sonozaire Odor Neutralizers are industrial ozone generators and are to be utilized in uninhabited areas or in volumes limited by OSHA regulations. Optional ozone limiting controls are available.

Howe-Baker Engineers, Ltd.
 3102 E. Fifth St., Tyler, TX 75701 ☎ 800-323-2115 ☎ fax (903) 581 6178
 E-MAIL: sonozaire@howebaker.com ☎ Website: www.sonozaire.com

EXHIBIT "B"

(Site)

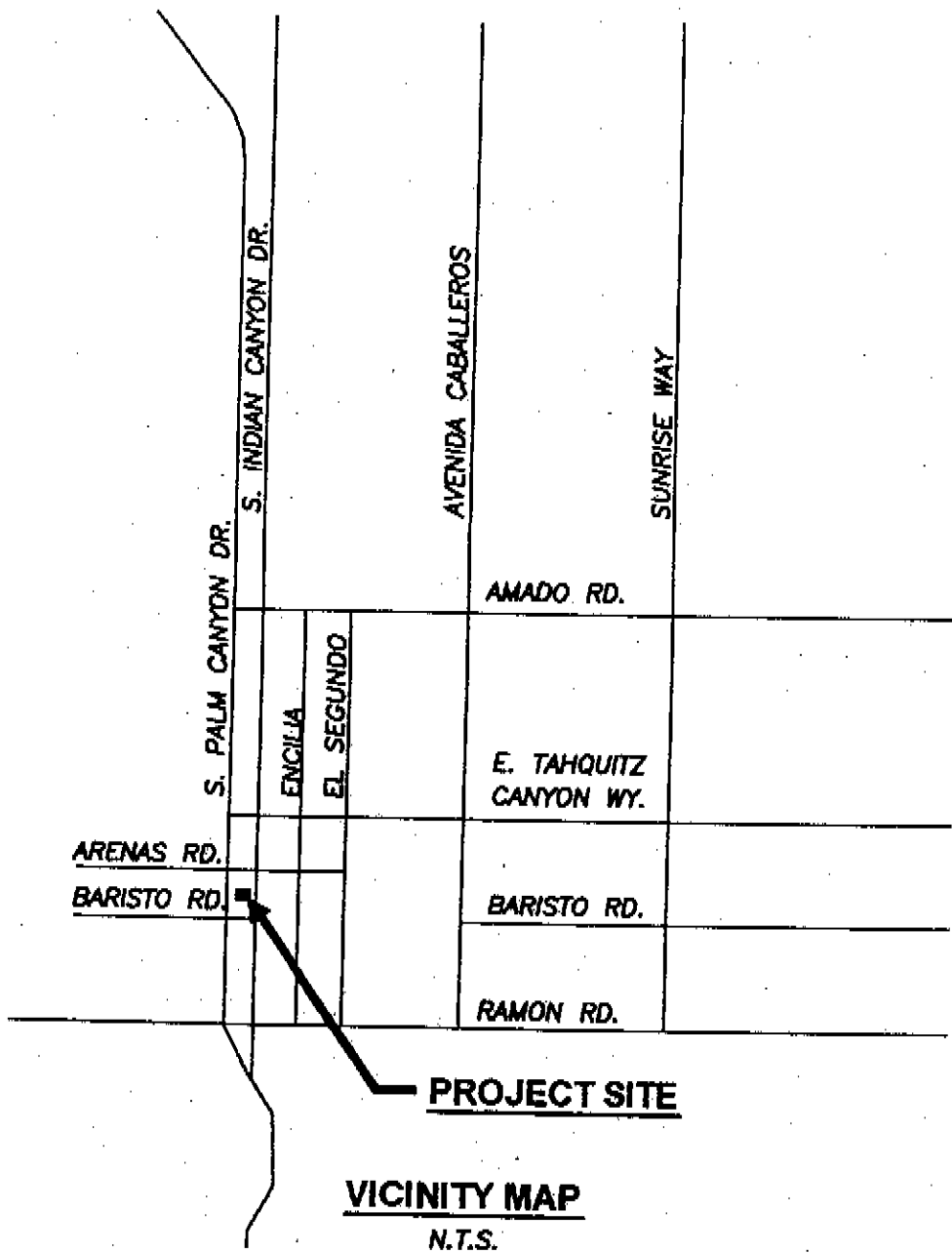


Exhibit "C"

(Invoice)

Palm Springs Disposal Services

4690 East Mesquite Avenue
P.O. Box 2711
Palm Springs, California 92262-2711
760-327-1351

November 26, 2008

Ms. Diana Shay
Redevelopment Administrator
Community & Economic Development
City of Palm Springs
3200 East Tahquitz Canyon Way
P.O. Box 2711
Palm Springs, California 92263

Dear Diana:

Re: PAYMENT FOR TRASH COMPACTORS

Enclosed is our invoice in the amount of \$55,309.56 for two trash compactors delivered and installed in the enclosure adjacent to the City's parking structure at Barristo Road.

The compactors were installed at your direction to mitigate trash, recycling and sanitation issues for six neighboring businesses presently serviced by commercial bins:

Pomme Frite, Thai House Restaurant, Palm Springs Chop House, Palm Springs Village Pub, Las Casuelas Terraza and Fisherman's Market Grill.

To date, Las Casuelas has indicated that they will not switch over from bin to compactor service and Fisherman's has not yet committed to the compactor program.

The project was initiated in 2007 when the City's recycling consultant conducted a site assessment. The project was subsequently assumed by the Community and Economic Development Department and the approach of reimbursing PSDS was introduced at an on-site meeting on May 16, 2008. As a part of the project, the trash enclosure was modified to accommodate the compactors and improve its overall appearance. PSDS was instructed to purchase and install the compactors with reimbursement to occur upon completion. The project is now complete.

The use of stationary compactors, one for trash and the second for recyclables, offers several benefits including, controlled access of the users, prevention of unauthorized use, greater storage capacity in a smaller area, less spillage by users and reduced truck trips to

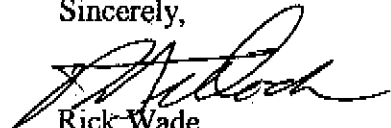
Ms. Diana Shay
Re: PAYMENT FOR TRASH COMPACTORS
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November 26, 2008

remove waste and recyclables. Our willingness to initiate collection services within the current bin cost structure, assures these customers that their cost will not increase for a fixed period of time. Compactors are typically purchased and installed by large volume customers as a way to handle trash more efficiently and reduce overall solid waste expenses. For smaller generators such as the businesses being served by this program, commercial bin service would normally be less expensive than compactor service because collection and disposal costs are shared over a greater number of customers in the bin program.

It has been a pleasure working with you on this matter. Please let me know if we can be of any further assistance.

Sincerely,



Rick Wade
General Manager

Attach: PSDS Invoice dated November 26, 2008



THE MARK - COSTELLO CO.

1145 DOMINGUEZ STREET SUITE 1
CARSON, CA 90746-1566
PH. 310-637-1851 • 619-582-9581
FAX 310-762-2330
Federal I.D. 95-2425993

INVOICE

INVOICE NUMBER 0100498-1R

INVOICE DATE 11/24/08

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SOLD TO PALM SPRINGS DISPOSAL
ATTN: RICK WADE
P.O. BOX 2711
PALM SPRINGS CA 92263

SHIP TO PALM SPRINGS BEAUTIFICATION PROJ.
DOWNTOWN ALLEYWAY
262 S. PALM CANYON
PALM SPRINGS CA 92263

FOB		CUST ID	PALMSO
SHIP VIA		PO NUMBER	RICK WADE
SHIP DATE	09/22/08	RESALE NO.	
DUE DATE	12/09/08	OUR ORDER NO.	LAM-13709
TERMS	NET 15	SALESPERSON	JON POLCHOW

ITEM ID / DESCRIPTION	ORDERED	UNIT	PRICE	NET
*** CORRECTED INVOICE *** ** PLEASE PAY FROM THIS INVOICE **				
/MARA MARATHON MODEL RJ250SC SELF-CONTAINED TRASH COMPACTORS W/ACCESSORIES, INCLUDING CHANNEL GUIDES S/N #2157777 & #2157778	2.00	EACH	23,352.00	46,704.00
/D & I INSTALL - 2 * 1,200.00 EA				2,400.00
/MARA SONOZAIRE MODEL 630A	1.00	EACH	2,400.00	2,400.00

OK
 Acct. # _____
 Date Paid 11-25-08
 Amount 55,309.56
 Check # 171260

NET INVOICE TOTAL	51,504.00
SALES TAX	3,805.56
SUBTOTAL	55,309.56
DEPOSIT AMOUNT	
TOTAL DUE	

A SERVICE CHARGE OF 1-1/2% PER MONTH, 18% ANNUALLY
WILL BE CHARGED ON ALL PAST DUE BALANCES.

ORIGINAL

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, _____, before me,

_____ personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALM SPRINGS, CALIFORNIA, AMENDING THE FISCAL
YEAR 2008-09 BUDGET.

WHEREAS, Resolution No. 22265 approving the budget for the Fiscal Year 2008-09 was adopted on June 18, 2008; and

WHEREAS, the City Manager has recommended, and the City Council desires to approve, certain amendments to said budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PALM SPRINGS DOES HEREBY RESOLVE, that the Director of Finance is authorized to record inter-fund cash transfers as required in accordance with this Resolution, and that Resolution No. 22265, adopting the Fiscal Year 2008-09 budget is hereby amended as follows:

SECTION 1. ADDITIONS Recycling Trash Compactors

Fund	Activity	Account	Amount
125 Recycling	1280 Recycling	PENDING PSDS reimbursement	\$55,309.56

Purpose: Establish funding for reimbursement to PSDS for purchase of two (2) trash compactors in the Downtown Trash Enclosure

SECTION 2. SOURCE:

Fund	Activity	Account	Amount
125 Recycling		29301 Fund Balance	\$55,309.56

ADOPTED THIS 21st DAY OF JANUARY, 2009.

David H. Ready, City Manager

ATTEST:

James Thompson, City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. 22366 is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on the 15th day of October, 2008, by the following vote:

AYES: Councilmember Hutcheson, Councilmember Weigel, Councilmember Foat,
Mayor Pro Tem Mills, and Mayor Pougnet.
NOES: None.
ABSENT: None.
ABSTAIN: None.

James Thompson, City Clerk
City of Palm Springs, California