CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

MAYOR KIM DOUGLASS • MAYOR PRO-TEM TOM PARNHAM
COUNCILMEMBERS • STEVE HARVEY • TONY HESCH • WILL STOCKWIN

REGULAR MEETING AGENDA
November 18, 2015
Closed Session 6:15 PM · Regular Session begins at 7:00 PM

1) CONVENE CLOSED SESSION

1A. **Call to Order**

1B. **Roll Call**

1C. **Public Comment – Closed Session Items**

1D. **Closed Session Agenda**

Conference with Labor Negotiators pursuant To Government Code Section 54957.6 Employee Organization: General Employees and Bargaining Unit Represented by Operating Engineers, Local 39
City's Designated Representative: Mark Miller

2) CONVENE OPEN SESSION

2A. **Pledge of Allegiance**

2B. **Report from Closed Session**

2C. **Roll Call**

2D. **Approval of Agenda Order**

This is the time for changes to the agenda to be considered including removal, postponement, or change to the agenda sequence.

RECOMMENDED ACTION: By motion, accept the agenda as presented or amended.

3) PRESENTATIONS

3A. **Winterfest Update**

Gary Howard, Kelly Molloy– Event Organizers

4) CONSENT CALENDAR

All matters listed under the Consent Agenda are considered routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City staff.

RECOMMENDED ACTION: Approve Consent Calendar

4A. **Minutes City Council Meeting of October 28, 2015**

RECOMMENDATION: Approve the Minutes of the Regular Meeting of October 28, 2015.

4B. **Cash Summary Report October 2015**

RECOMMENDATION: Receive and File

4C. **Whitcomb Avenue Fair Share Agreement – Parcel F**

RECOMMENDATION: Review and Approve

5) COUNCIL, STAFF AND OTHER REPORTS

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meetings and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports or other information, the issue will be placed on a future Council meeting agenda.

5A. **Committee Reports and Colfax Informational Items - All Councilmembers**

5B. **City Operations Update – City staff**

5C. **Additional Reports – Agency partners**

6) PUBLIC COMMENT

Members of the audience are permitted to address the Council on matters of concern to the public within the subject jurisdiction of the City Council that are not listed on this agenda. Please make your comments as brief as possible. Comments should not exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

7) PUBLIC HEARING

NOTICE TO THE PUBLIC: City Council will take the following actions when considering a matter scheduled for hearing:	
1. Open the public hearing	2. Presentation by staff
3. Council comments and questions	4. Presentation, when applicable, by applicant or appellant
5. Accept public testimony	6. Council comments and questions
7. When applicable, applicant or appellant rebuttal period	8. Close public hearing. (No public comment is taken after the hearing is closed.)
9. City Council or Planning Commission action	
Public hearings that are continued will be announced. The continued public hearing will be listed on a subsequent Council Meeting Agenda and posting of that agenda will serve as notice.	
The City Council encourages the participation of the public. To ensure the expression of all points of view, and to maintain the efficient conduct of the City's business, members of the public who wish to address the Council shall do so in an orderly manner. The audience is asked to refrain from positive or negative actions such as yelling, clapping or jeering that may intimidate other members of the public from speaking. Members of the public wishing to speak may request recognition from the presiding officer by raising his or her hand, and stepping to the podium when requested to do so.	

7A. Introduction and First Reading of Ordinance № 527: An Ordinance of the City of Colfax Amending Section 2.04.020C of The Colfax Municipal Code Regarding Filling Vacancies on the City Council.
STAFF PRESENTATION: Mick Cabral, City Attorney
RECOMMENDATIONS: Introduce Ordinance № 527 for first reading by title only and schedule for second reading public hearing and adoption at the December 9, 2015 regularly scheduled City Council meeting.

8) COUNCIL BUSINESS

8A. **Solid Waste Franchise - Recology**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Review Current Agreement and Direct Staff as Appropriate

8B. **Recommendation from Circulation Element/General Plan Committee**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Receive Report and Direct Staff as Appropriate

8C. **Update on Status of the Historic Colfax Hotel Nuisance Abatement**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Receive Verbal Update from City Manager

9) ADJOURNMENT

IN WITNESS THEREOF, I have hereunto set my hand and posted this agenda
at Colfax City Hall and Colfax Post Office.

Lorraine Cassidy, City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, October 28, 2015
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CALL CLOSED SESSION TO ORDER

1A. Mayor Douglas called the meeting to order at 6:15PM.

1B. **Roll Call**
Councilmembers present: Douglass, Hesch, Parnham and Stockwin
Excused absence: Harvey

1C. **Public Comment – Closed Session Items**
No public comment

1D. **Closed Session Agenda**
Potential Real Estate Negotiations
Property: APN 101-132-018 – Winner Chevrolet
Council convened to Close Session.

2 CALL REGULAR MEETING TO ORDER

The Open Session of the Regular Council Meeting was called to order at 7:00PM by Mayor Douglass.

2A. **The Pledge of Allegiance** was led by Jim Dion, Owner of the Colfax Theater.

2B. Mayor Douglass stated that the closed session covered contract negotiations and there was no reportable action taken.

2C. **Roll Call:**
Councilmembers present: Douglass, Hesch, Parnham, and Stockwin
Absent: Harvey

2D. **Approval of Agenda:**
On a motion by Councilmember Stockwin, seconded by Mayor Pro Tem Parnham, the City Council approved the agenda.
AYES: Douglass, Hesch, Parnham, Stockwin
NOES: None
ABSENT: Harvey

3 PRESENTATIONS

3A. **Council Certificate of Appreciation to Gunda Pramuk, Colfax Library Branch Manager**

Mayor Douglass expressed the sentiments of many people in town including patrons of the library, co-workers at the library, councilmembers, Ms. Pramuk's supervisor and himself. Ms. Pramuk will be missed for her great customer service, positive outlook and wonderful children's activities. He presented Ms. Pramuk with a Certificate of Appreciation from the City Council.

City Manager Miller presented her with a book to be donated to the library in her honor.

3B. **Presentation of Recent Air Quality Trends in Colfax**

Councilmember Hesch gave a PowerPoint presentation regarding trends in air quality for the City of Colfax. The data from the Placer County Air Quality Control Board demonstrates overall trends in air quality are positive for the 15 years that have been measured. State and federal requirements for air quality are becoming increasingly stringent and even with the marked improvement in air quality our region has not met the standards. Lowering air pollutants to the next level will be inconvenient and expensive. Currently, municipalities are not being penalized for falling short of state and federal air quality standards. In the future, financial penalties could be assessed.

Jeannie Claxton, 285 Alpine Way, asked if Colfax is held to the same standards even with the railroad and highway running through town.

Councilmember Hesch replied that the standards are the same across the board, no exceptions are made. However, the main influences on Colfax air quality are temperature inversions in the winter months which trap air and allow pollutants to build up.

Jim Dion asked what citizens can do to lower air pollution.

Councilmember Hesch explained that there is little that an individual can do other than drive less frequently.

4 CONSENT CALENDAR

4A. **Minutes of the City Council Meeting of October 14, 2015**
RECOMMENDATION: Approve the Minutes of the Regular Meeting of October 14, 2015.

4B. **Cash Summary Report September 2015**
RECOMMENDATION: Receive and File

4C. **Appoint Will Stockwin to the Placer Sierra Fire Safe Council and the Weimar-Applegate-Colfax Municipal Advisory Committee (WACMAC)**
RECOMMENDATION: Appoint Councilmember Stockwin to represent the City of Colfax on the Placer Sierra Fire Safe Council and WACMAC.

4D. **Quarterly Investment Report**
RECOMMENDATION: Receive and File.

On a motion by Councilmember Hesch seconded by Councilmember Stockwin, the City Council approved the Consent Calendar.

AYES: Douglass, Hesch, Parnham, Stockwin
NOES: None
ABSENT: Harvey

5 COUNCIL, STAFF AND OTHER REPORTS

5A. **Committee Reports and Informational Items – All Council Members**

Councilmember Hesch

- Councilmember Hesch read a letter from Malcolm Frost, president of the Placer Sierra Historic Railroad Society (attached). Mr. Frost wrote on behalf of his organization explaining that the club will not be organizing a Railroad Days celebration in 2016, but will consider taking part in a 2017 event. Councilmember Hesch explained that Mr. Frost had hoped to speak in person but was unable to attend the meeting due to a previous engagement.

- Councilmember Hesch reported the idea of housing a skate park in the old fruit sheds is not feasible due to the costs of rehabilitating the building to usable standards as it needs a new roof and will need asbestos removed.
- He mentioned that the Winterfest Celebration is only 5 weeks away and the organizers need $5000 for the fireworks. He encouraged the community to donate and support the fundraising efforts
- He requested that staff consider increasing the budgeted $500 amount the City traditionally gives for Winterfest to $5000 and report back to Council if it would be possible.
- Placer County Transportation Planning Agency (PCTPA) is considering increasing additional funding for road improvements and transportation funding with a half-cent sales tax. PCTPA will have a meeting at Colfax High School next week on November 4, 2015 at 6PM. Please attend the meeting to give your feedback to PCTPA. The funds from the tax will be available for the City especially since Colfax is the only place in Placer County with roads which are rated poor.
- Look for information regarding a Ribbon Cutting by PCTPA for the Canyon Way interchange improvement which was recently finished with grant funds. Thanks go to the governor, PCTPA and Crispin Cider for getting the funds to improve that interchange.
- He requested that Staff determine if the fire sprinkler system in the hotel is functioning and if not to be sure that it is activated.

Councilmember Stockwin

- Stated that as the new City representative to the Weimar-Applegate-Colfax Municipal Advisory Council (WACMAC) and the Fire Safe Council he will begin attending those meetings and report back to Council.

Mayor Pro Tem Parnham

- Attended the Mosquito Abatement Board meeting with nothing to report pertaining to Colfax.
- Mentioned that the Hotel owner seems to have abandoned RV's in the back of their lot. These will need to be added to the abatement list if they are not removed.

Mayor Douglass

- Attended a Project Go meeting. Funds are allocated to citizens of Colfax for weatherization projects.
- Attend the Placer County Economic Development meeting in Squaw Valley. Squaw Valley is looking at essentially doubling in size.
- Attended the Lion's Club monthly meeting. He stated that the more service clubs can partner and work together, the more effective they all will be. He encouraged citizens to join one of the service clubs and help them accomplish even more.
- Attended the Placer County City/County Officials dinner at the High Hand Nursery in Loomis. The Speaker's topic was how to turn an old fruit shed into a thriving business.
- The Sierra Vista Community Center is making progress toward ADA compliance.
- He attended the Elementary School Harvest Festival to encourage a continued partnership with the City and the school.

5B. **Operations Updates – City Staff**

City Manager Miller

- Stated that the new Maintenance Worker I, Michael Gatto, is on board. Chief Plant Operator interviews will be held Friday.
- He encouraged everyone to attend the November 4, 2015 Town Hall Meeting at the High School to give input to PCTPA regarding funding for transportation needs. The meeting will be from 6PM to 8PM.
- The St. Crispin's Day Festival will be next Saturday, November 7, 2015 at the SVCC. Crispin Cider is sponsoring the event to benefit the Fire Department.
- The next Council Meeting will be changed to November 18 due to the Veterans Day holiday.
- New Council committee assignments will be made in January. The Mayor suggests that any Councilmember who wishes to take on a new assignment sit in on some of the meetings of those boards between now and the end of the year to get a feel for the boards.
- The Wastewater Facility is running well and is online.
- The San Francisco Art Institute Class Workshop will be held in Colfax. Foxey McCleary will give more details.
- There has been no significant progress in the abatement of the Hotel public nuisance. The City will send a 15-day or takeover notice of the abatement to the property owner this week. He passed out a draft notice which the attorney will amend before posting and sending to the property owner.

5C. **Additional Reports – Agency Partners**

Foxey Mc Cleary – Artistic Agency Partner

- Announced that an economic development team through the Art Institute will visit businesses in Colfax and hold a workshop on November 7 in the Art Room at the SVCC from 11-4PM. The team will choose a project for City improvements and design an implementation plan free of charge. She encouraged Council and the public to attend the workshop. This group has worked on projects throughout the world with great success.

6 PUBLIC COMMENT

Ian Molloy

- Suggested the area behind the Splash Park as a location for a Skate Park. He intends to organize a fundraiser in the spring for a new park.

Daniel Crenshaw

- Suggested that the City place a train or replica of a train on the highway corridor to encourage folks to visit downtown Colfax. If a train is not feasible near the highway off-ramp, perhaps a billboard could be erected that would increase visits to the downtown.

Jeannie Claxton, 285 Alpine Way

- Congratulated Councilmember Stockwin on his appointment to City Council.

- She expressed excitement about the fireworks being part the Winterfest Celebration, but concern that she hasn't seen much advertisement or notice in the paper.
- Ms. Claxton reported that she had a great interaction with one of the local Union Pacific Railroad (UPRR) employees, Fred Garcia. Not only did he accompany her to an abandoned UPRR track so that she and her team could clean up a homeless camp, he contributed significantly to bagging and loading of the camp debris.
- She announced that she and her team will be cleaning up another homeless camp behind Dr. Fox's office on Friday at 9:00AM. She encouraged everyone to participate in the clean-up and in monitoring the location to prevent the site from being reused.

7 COUNCIL BUSINESS

7A. Request for approval of two Welcome to Colfax signs.

STAFF PRESENTATION: Mark Miller, City Manager

RECOMMENDATION: Move to approve design, purchase and installation of "Welcome to Colfax" signs for the two major entrances to town.

City Manager Miller reminded Council of previous conversations about the lack of connection between Highway 174, Highway I-80, and Downtown. The Hwy 174 sign to N. Main Street for travelers from Grass Valley is barely visible and the link from I-80 is confusing. The owners of "Back to the Drawing Board", a nationally renowned sign company, live near Colfax and have designed a 4x8 3-dimensional sign to vividly mark the entrances into town. The sign company has agreed to build 2 signs, essentially at cost – about $2500 each – and to sign over rights to the artwork.

Councilmember Stockwin stated that he likes the artwork but mentioned we do have other signs along S. Auburn. He feels the artwork would be more appropriate if a steam engine were actually on display in the downtown.

City Manager Miller commented that the steam engine on the sign is stylized similarly to the train-shaped plant hangers on downtown lampposts and gives homage to the history of Colfax.

Mayor Douglass stated that we need both the engine and the sign!

Councilmember Hesch stated that he is in favor of the sign. He has been assured the signs will be UV protected and color fast. They need to last a long time.

Mayor Pro Tem Parnham agreed that a sign along S. Auburn would be helpful.

Foxey McCleary stated that placement of the sign could be a project for the economic development group that the art group is bringing into town.

Jeannie Claxton likes the idea of the sign better than a billboard.

On a motion by Mayor Pro Tem Parnham, seconded by Councilmember Hesch, the City Council agreed to purchase two signs from Back to the Drawing Board for approximately $5000.

AYES: Douglass, Hesch, Parnham, Stockwin
NOES: None
ABSENT: Harvey

7B. **Update from Circulation Element/General Plan Committee**

PROGRESS REPORT FROM OCTOBER 16 MEETING: Councilmembers Steve Harvey, Tony Hesch

RECOMMENDATION: Verbal Report for Information Only

City Manager Miller stated the most recent Committee meeting reviewed the history of changes to the general plan and the items which are overdue for updating in the capital improvement plan. The committee has two goals: make it easier for new businesses come into town and update the Capital improvement plan. The committee is scheduled to meet again on November 3, 2015 at 9:00AM.

Councilmember Hesch stated that the City has engaged a private engineering firm to do a preliminary study regarding the feasibility of a roundabout in town.

Foxey McCleary asked where the roundabout is proposed.

City Manager Miller explained that a roundabout has not been proposed, but the committee is looking at what is feasible. The General Plan currently denotes a traffic signal in front of McDonalds. The committee wants to determine if there is a less expensive way to regulate traffic at that location.

Councilmember Hesch explained that in order to develop certain properties, the City must know if a project is feasible. The single biggest obstacle to new development is the current General Plan. Development is not possible without a better plan.

A member of the public asked if Council responds to comments or suggestions from the public at the next meeting.

Mayor Pro Tem Parnham stated that Council appreciates the time the public invests in attending meetings. The public is not wasting ideas or words.

City Manager Miller stated Council does respond at a future meeting to items that are within the purview of City Council.

Councilmember Hesch noted that this Council has worked hard to ensure that Staff and Council are responsive to the public.

9 **ADJOURNMENT**

Councilmember Stockwin moved and Mayor Pro Tem Parnham seconded adjournment of the City Council meeting.

AYES: Douglass, Hesch, Parnham, Stockwin
NOES: None
ABSENT: Harvey

The meeting was adjourned at 8:15PM.

Respectfully submitted to City Council this 18th day of November, 2015

Lorraine Cassidy, City Clerk

Placer-Sierra Railroad Heritage Society

P.O. BOX 1776
COLFAX, CA 95713

psrhs.org
501(c)3

Preserving Railroad History along the Donner Pass Route

City Council
City of Colfax
33 S Main St
Colfax, CA 95713

Dear Members

On behalf of the entire membership of the Placer-Sierra Railroad Heritage Society (PSRHS), we want to thank you for the opportunity to help organize the 2015 Colfax Railroad Days Event. It was an honor to help celebrate the city's 150th Birthday.

A little over two weeks ago we held a review meeting to create a better picture of the event and to ask how it can be improved. I would like to share a few highlights:

- There were several new exhibits, things for kids to do and vendors as result of a significant increase in efforts by the volunteers and committee.
- All estimates show attendance about 20% lower than last year. This was attributed a large part to the smoky conditions as a result of regional forest fires.
- Holding the event on the second weekend of the month was suggested to be in competition with other local events. The focus was to hold the event as close to the original date of the town's inception. Holding the event on the third weekend in September should be reconsidered.
- The use of road side advertising was found to be significantly effective. Advertising is always difficult & expensive and needs to take a higher priority.
- Overall impression from guests was again very favorable and several local business reported significant increases in revenue for the period.
- Net outcome for the Society was a loss of approximately $500.00

On October 22nd the Board of Directors of PSRHS held a meeting to review the event and the Society's participation in possible future events. A survey of the volunteers and Board Members led us to the conclusion that we do not possess the depth of personnel to immediately start planning an event for next year. In light of that we shall not file for a use permit. We felt it important that the City know our position as soon as possible to allow the City to take advantage of other opportunities.

The Board was collectively disappointed to remove the Society as the chief organizer but at the same time committed to reviewing the possibilities for a 2017 event. There was also considerable interest in a 2019 event which coincides with 150th Anniversary of the completion of the Transcontinental Railroad at Promontory Point.

You may direct any questions you have to me. I will be happy answer them individually or should the council prefer, make myself available for a future council meeting.

Again thank you for the opportunity to serve the Community of Colfax.

Malcolm Frost,
President

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 18, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: November 4, 2015
SUBJECT: City of Colfax Cash Summary Report: October 2015

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report October 2015.

SUMMARY:
Staff recommends that the Council accepts and files the Colfax Cash Summary Report for October 2015.

BACKGROUND AND ANALYSIS:
These monthly financial reports include General Fund Unassigned Cash Analysis Graphs and the City of Colfax Cash Summary Report (with supporting documentation). The reports are prepared monthly on a cash basis and are reconciled to the General Ledger accounting system, previous reports and bank statements. Detailed budget comparisons are provided as a mid-year report and also as part of the proposed budget process each year.

The purpose of the reports is to provide status of funds and transparency for council and the public of the financial transactions of the City.

CONCLUSION:
The attached reports reflect an overview of the financial transactions of the City of Colfax in October 2015.

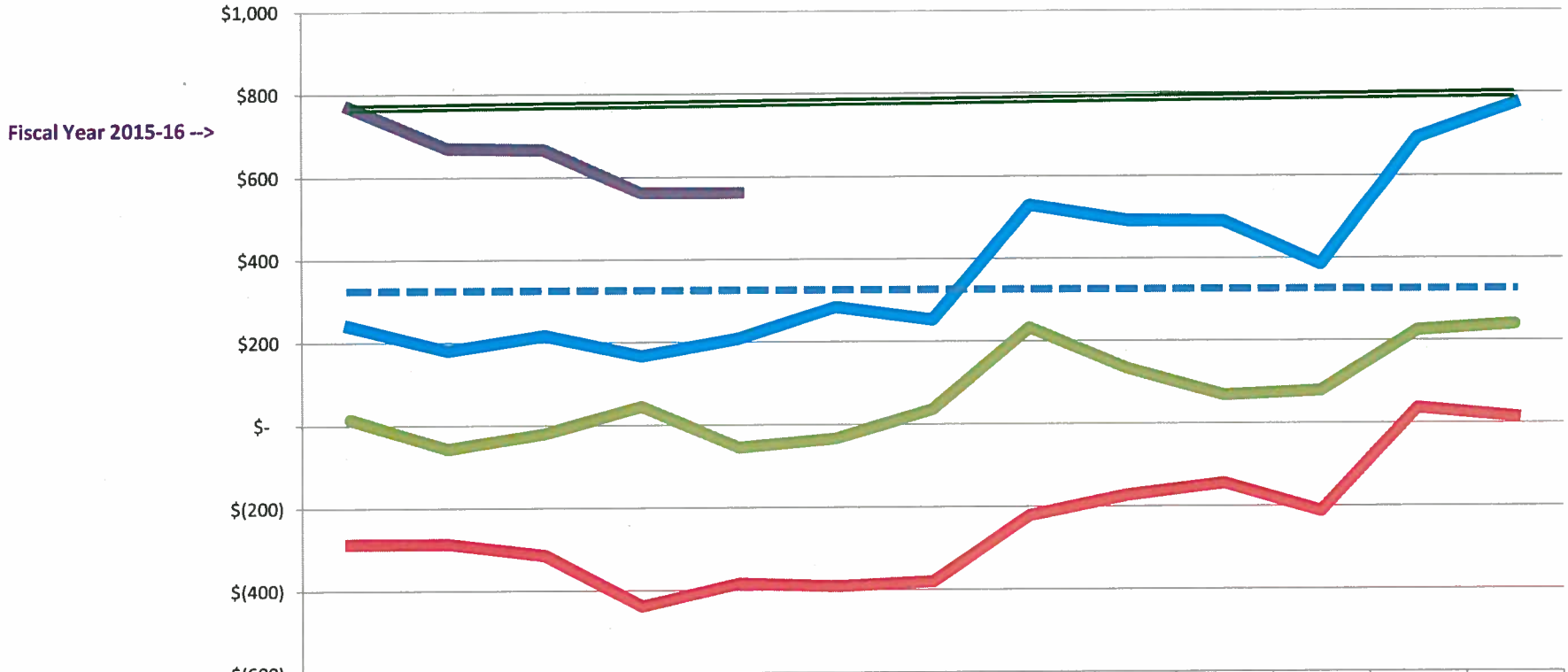
Monthly highlights include:

- General Fund Reserved Cash is tracking consistently with previous years and our General Fund Reserve balance has been met consistently for the past nine months.
- October expenditures included:
  - Quarterly payment for Fire Services - $6,700
  - Quarterly payments (2) for Animal Control Services - $13,200
  - Quarterly payment for Workers Compensation insurance - $9,300
- Negative fund balances in Restricted and Capital Funds are due to timing of funding allocations and reimbursements. Both Fund 218 and Fund 250 typically are funded later in the fiscal year and full funding is anticipated. Capital Fund 350 (UPPR Ped Xing Project) has anticipated reimbursement funding of $300,000, but also additional payments to Contractor and Union Pacific are still anticipated.

ATTACHMENTS:

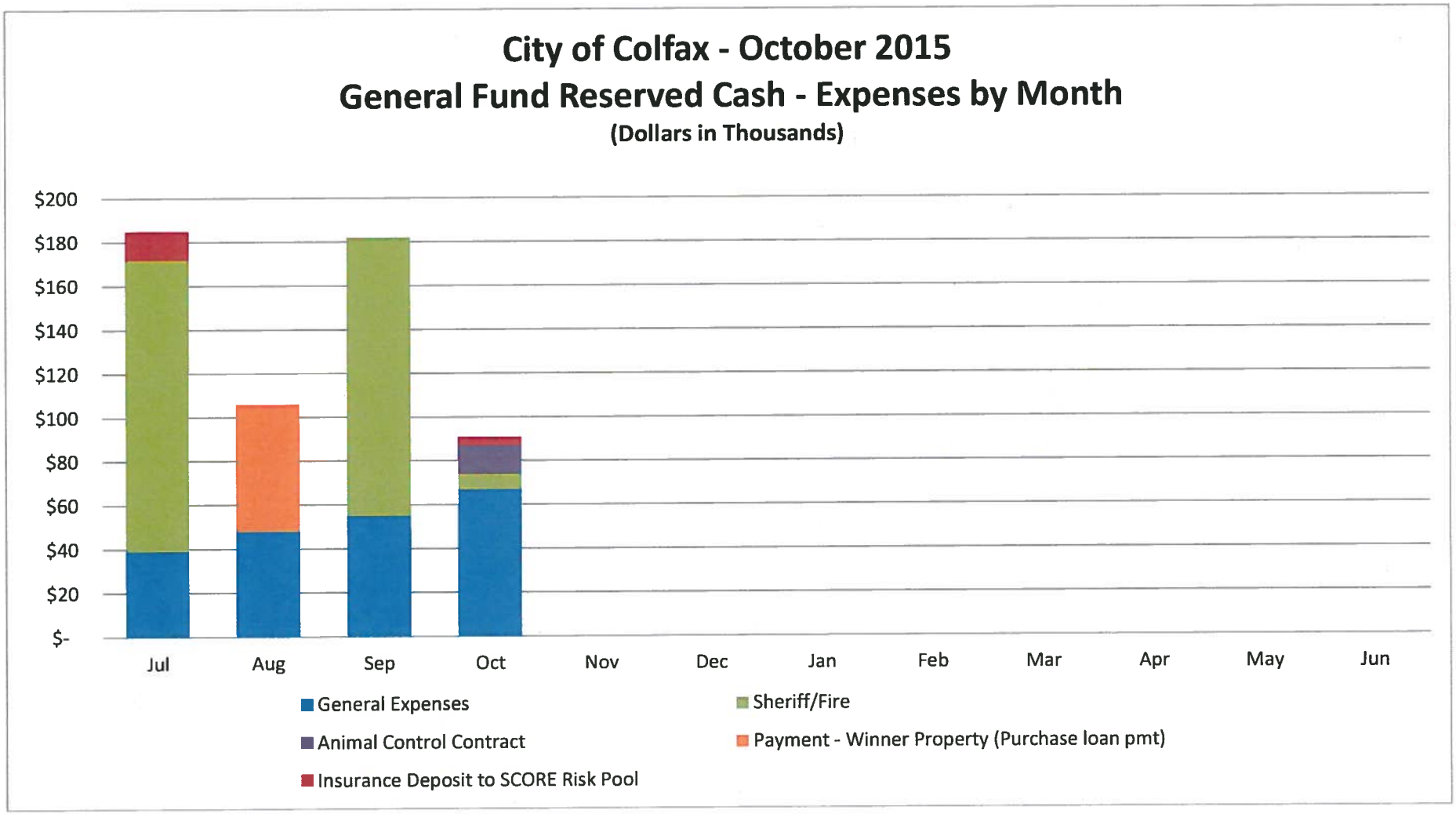
1. General Fund Reserved Cash Analysis Graphs
   a. Cash Analysis – Balance
   b. Expenses by Month
   c. Revenues by Month
2. Cash Activity Reports
   a. Cash Summary
   b. Cash Transaction Report – by individual fund
   c. Check Register Report
   d. Daily Cash Summary Report

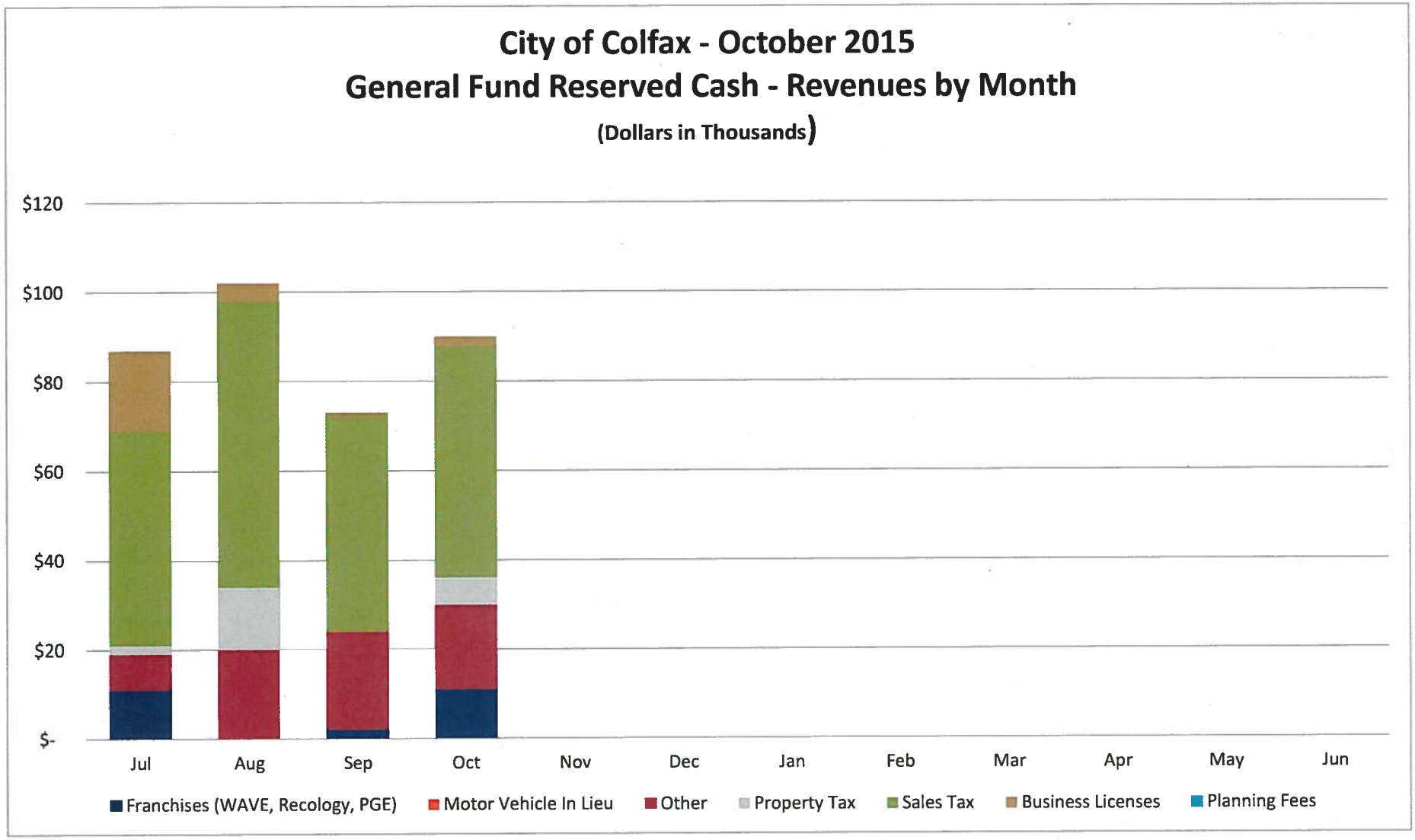
City of Colfax - October 2015
General Fund Reserved Cash Analysis
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2015-16	$768	$670	$666	$562	$561								
Cash Balance FY2014-15	$240	$181	$217	$167	$209	$284	$253	$528	$491	$489	$385	$691	773
Cash Balance FY2013-14	$15	$(57)	$(20)	$45	$(55)	$(34)	$36	$233	$134	$69	$79	$225	240
Cash Balance FY2012-13	$(287)	$(286)	$(314)	$(438)	$(383)	$(391)	$(380)	$(221)	$(173)	$(144)	$(212)	$37	15
*Reserves Target 25%	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	325
Budget FY2016	$767	$770	$772	$775	$777	$780	$782	$785	$787	$790	$792	$795	797

*City Administrative policy stipulates General Fund Reserve of 25% (3 months) of annual General Fund Revenues.


City of Colfax - October 2015
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)
$200
$180
$160
$140
$120
$100
$80
$60
$40
$20
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
General Expenses
Sheriff/Fire
Animal Control Contract
Payment - Winner Property (Purchase loan pmt)
Insurance Deposit to SCORE Risk Pool


City of Colfax - October 2015
General Fund Reserved Cash - Revenues by Month
(Dollars in Thousands)
$120
$100
$80
$60
$40
$20
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
Franchises (WAVE, Recology, PGE)
Motor Vehicle In Lieu
Other
Property Tax
Sales Tax
Business Licenses
Planning Fees

City of Colfax
Cash Summary
October 31, 2015

	Balance 09/30/2015	Revenues In	Expenses Out	Transfers	Balance 10/31/2015
US Bank	$ 21,541.83	$ 279,619.79	$ (222,158.24)	$ 100,000.00	$ 179,003.38
LAIF	$ 2,773,325.79	$ 2,671.27		$ (100,000.00)	$ 2,675,997.06
LAIF - County Loan	$ -				$ -
Total Cash - General Ledger	$ 2,794,867.62	$ 282,291.06	$ (222,158.24)	$ -	$ 2,855,000.44
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 2,795,167.62	$ 282,291.06	$ (222,158.24)	$ -	$ 2,855,300.44

Change in Cash Account Balance - Total **$ 60,132.82**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable) $ (180,801.96)
3. Cash Receipts - Daily Cash Summary Report $ 189,563.82

Payroll Checks and Tax Deposits	$	(40,968.71)
Utility Billings - Receipts	$	89,762.63
Bank Service Charge	$	(147.74)
LAIF Interest	$	2,671.27
Misc Adjustments/voids	$	53.51
	$	**60,132.82**

$ -

Prepared by: Laurie Van Groningen 11/4/15
Laurie Van Groningen, Finance Director

Reviewed by: Mark Miller
Mark Miller, City Manager

City of Colfax

Cash Transactions Report - October 2015

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	$ 813,878.08	$ 78,930.82	$ (90,463.96)	$ 802,344.94
Fund: 120 - Land Development Fees	$ 8,075.44	$ -	$ -	$ 8,075.44
Fund: 570 - Garbage Fund	$ (259,806.92)	$ 10,750.00	$ (118.68)	$ (249,175.60)
Fund Type: 1.11 - General Fund - Unassigned	**$ 562,146.60**	**$ 89,680.82**	**$ (90,582.64)**	**$ 561,244.78**
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	$ 30,767.26	$ -	$ -	$ 30,767.26
Fund: 572 - Landfill Post Closure Maintenance	$ 767,354.63	$ 20,209.75	$ (3,895.04)	$ 783,669.34
Fund Type: 1.14 - General Fund - Restricted	**$ 798,121.89**	**$ 20,209.75**	**$ (3,895.04)**	**$ 814,436.60**
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	$ 62,919.15	$ 51.09	$ -	$ 62,970.24
Fund: 211 - Mitigation Fees - Drainage	$ 3,037.56	$ 2.47	$ -	$ 3,040.03
Fund: 212 - Mitigation Fees - Trails	$ 42,555.72	$ 34.56	$ -	$ 42,590.28
Fund: 213 - Mitigation Fees - Parks/Rec	$ 97,453.99	$ 79.13	$ -	$ 97,533.12
Fund: 214 - Mitigation Fees - City Bldgs	$ 940.84	$ 0.77	$ -	$ 941.61
Fund: 215 - Mitigation Fees - Vehicles	$ 4,475.84	$ 3.64	$ -	$ 4,479.48
Fund: 217 - Mitigation Fees - DT Parking	$ 26,525.74	$ 21.54	$ -	$ 26,547.28
Fund: 218 - Support Law Enforcement	$ (25,000.00)	$ 24,792.42	$ -	$ (207.58)
Fund: 241 - CDBG Housing Rehabiliation	$ 94,234.08	$ 76.52	$ -	$ 94,310.60
Fund: 244 - CDBG MicroEnterprise Lending	$ 114,671.70	$ 1,092.87	$ -	$ 115,764.57
Fund: 250 - Streets - Roads/Transportation	$ (28,886.89)	$ 24.00	$ (9,173.65)	$ (38,036.54)
Fund: 253 - Gas Taxes	$ 32,262.78	$ 4,030.80	$ (1,427.94)	$ 34,865.64
Fund: 270 - Beverage Container Recycling	$ 33,051.69	$ 26.84	$ -	$ 33,078.53
Fund: 280 - Oil Recycling	$ 585.96	$ 5,000.80	$ (482.26)	$ 5,104.50
Fund: 286 - Community Projects	$ 5,245.89	$ 4.26	$ -	$ 5,250.15
Fund: 292 - Fire Department Capital Funds	$ 71,883.12	$ 44,503.29	$ -	$ 116,386.41
Fund: 342 - Fire Construction - Mitigation	$ 2,419.48	$ 1.97	$ -	$ 2,421.45
Fund: 343 - Recreation Construction	$ 2,419.93	$ 1.97	$ -	$ 2,421.90
Fund Type: 1.24 - Special Rev Funds - Restric	**$ 540,796.58**	**$ 79,748.94**	**$ (11,083.85)**	**$ 609,461.67**
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	$ (238,658.88)	$ -	$ (79.64)	$ (238,738.52)
Fund: 370 - North Main Street Bike Route	$ (1,407.50)	$ -	$ (0.92)	$ (1,408.42)
Fund Type: 1.34 - Capital Projects - Restricted	**$ (240,066.38)**	**$ -**	**$ (80.56)**	**$ (240,146.94)**
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	$ 347,118.99	$ 57,090.14	$ (106,965.64)	$ 297,243.49
Fund: 561 - Sewer Liftstations	$ 341,083.13	$ 10,264.02	$ (9,550.51)	$ 341,796.64
Fund: 563 - Wastewater Treatment Plant	$ 108,020.59	$ 24,548.48	$ -	$ 132,569.07
Fund: 564 - Sewer Connections	$ 41,080.00	$ -	$ -	$ 41,080.00
Fund: 565 - General Obligation Bond 1978	$ 19,979.45	$ 362.47	$ -	$ 20,341.92
Fund: 567 - Inflow & Infiltration	$ 276,886.77	$ 386.44	$ -	$ 277,273.21
Fund Type: 2.11 - Enterprise Funds - Unassigi	**$ 1,134,168.93**	**$ 92,651.55**	**$ (116,516.15)**	**$ 1,110,304.33**
Grand Totals:	**$ 2,795,167.62**	**$ 282,291.06**	**$ (222,158.24)**	**$ 2,855,300.44**

Check Register Report

Checks Processed - Oct 2015

Date: 11/04/2015
Time: 1:15 pm
Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
51170	10/14/2015	Printed		01647	AQUA SCIENCE	WWTP Monnitoring	1,850.00
51171	10/14/2015	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR	Labor Services	1,622.60
51172	10/14/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	Temporary Services	1,437.75
51173	10/14/2015	Printed		02901	BUREAU VERITAS NORTH AMERICA	Building Official Services	5,610.00
51174	10/14/2015	Printed		06730	COLFAX FARM AND COUNTRY STORE	Gloves & shovel	34.38
51175	10/14/2015	Printed		04165	DANCKERT COMMUNICATION CO.	Tlephone repair City Hall	445.50
51176	10/14/2015	Printed		05500	EXTRA MILE DELIVERY SERVICE	WWTP Testing	465.00
51177	10/14/2015	Printed		06107	FACILITY DUDE.COM	Work Order Computer Program	5,100.00
51178	10/14/2015	Printed		07465	GOLD MINER PEST CONTROL	WWTP Pest Control	210.00
51179	10/14/2015	Printed		08050	HACH COMPANY	Partnership Renewal	1,035.00
51180	10/14/2015	Printed		08070	HANSEN BROS. ENTERPRISES	Landscape materials	1,717.31
51181	10/14/2015	Printed		08084(2)	WES HEATHCOCK,	Expense Report	71.65
51182	10/14/2015	Printed		08159	HILL BROTHERS CHEMICAL CO.	Chemicals	6,677.89
51183	10/14/2015	Printed		08170	HILLS FLAT LUMBER CO	Supplies	898.16
51184	10/14/2015	Printed		09455	INLAND BUSINESS SYSTEMS	Copy Machine 8/27-9/27 2015	109.83
51185	10/14/2015	Printed		12235	LIVELY LOCKS AND DEAD BOLTS	City Hall dead bolt	146.76
51186	10/14/2015	Printed		19390	MAR-VAL'S SIERRA MARKET	Supplies	4.70
51187	10/14/2015	Printed		06011	PELLETREAU, ALDERSON & CABRAL	September 2015	5,432.00
51188	10/14/2015	Printed		16035	PG&E	Servvice 08/24-09/22 2015	18,574.62
51189	10/14/2015	Printed		16139	PLACER COUNTY ADMINISTRATIVE	Animal Control 7/01-9/30 2015	6,616.29
51190	10/14/2015	Printed		18090	RAMOS	Used oil & filter pick up	30.00
51191	10/14/2015	Printed		18400	RIEBES AUTO PARTS	Supplies	122.06
51192	10/14/2015	Printed		19279	SERVICE ENGINEERING	WWTP Moved service	593.85
51193	10/14/2015	Printed		19396	SIERRA SAFETY COMPANY	Street signs	166.56
51194	10/14/2015	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	Health Ins. Aug. 2015	3,812.00
51195	10/14/2015	Printed		21560	US BANK CORPORATE PMT SYSTEM	CC-0769	1,764.96
51196	10/14/2015	Printed		22106	VAN GRONINGEN & ASSOCIATES	Financial Consultant Sept 2015	6,825.00
51197	10/14/2015	Printed		22115	VERIZON CALIFORNIA	WWTP Phone	182.39
51198	10/14/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	Phone Fire Station -488	28.06
51199	10/14/2015	Printed		23206	WECO INDUSTRIES	Jetter parts	371.65
51200	10/15/2015	Printed		03562	COMMERCIAL PUMP SERVICE, INC	WWTP EQ Basin	4,480.00
51201	10/15/2015	Printed		19381	SIERRA CUSTOM METAL STRUCTURES	WWTP UV building	7,361.50
51202	10/22/2015	Printed		01204	ABRAHAM MARK	Deposit Refund - Dancing Under	100.00
51203	10/22/2015	Printed		01414	ALHAMBRA & SIERRA SPRINGS	Water City Hall, Yard, WWTP	143.29
51204	10/22/2015	Printed		01448	AMERIGAS - COLFAX	Propane - Depot	140.15
51205	10/22/2015	Printed		01460	AMERIPRIDE UNIFORM SERVICE	Uniforms and supplies	215.39
51206	10/22/2015	Printed		01500	ANDERSON'S SIERRA	Streets Repair	118.38
51207	10/22/2015	Printed		01766	AT&T MOBILITY	Cell Phones September 15'	267.45
51208	10/22/2015	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR	Labor Services	1,708.00
51209	10/22/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	Temporary Services	1,375.45
51210	10/22/2015	Printed		03121	CALIFORNIA BUILDING	Building Fee Report	27.90
51211	10/22/2015	Printed		23208	CHRISTOPHER WIER	New door and window-City Hall	1,892.57
51212	10/22/2015	Printed		03511	COLFAX GARDEN CLUB	Club fall plant sale	100.00
51213	10/22/2015	Printed		03562	COMMERCIAL PUMP SERVICE, INC	WWTP Maintenance	362.20
51214	10/22/2015	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	Internet WWTP September 2015	99.95
51215	10/22/2015	Printed		05220	ENVIRONMENTAL LEVERAGE INC	Lift Station Chemicals	925.49

Check Register Report

Checks Processed - Oct 2015

Date: 11/04/2015
Time: 1:15 pm
Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
51216	10/22/2015	Printed		06420	FISHER'S WASTEWATER SERVICES	WWTP Operations - Sept 2015	15,635.38
51217	10/22/2015	Printed		06424(2)	FLO-LINE TECHNOLOLOGY, INC	Lift Station 2	16,608.45
51218	10/22/2015	Printed		07460	GOLD COUNTRY MEDIA	One Big Bin	382.20
51219	10/22/2015	Printed		08050	HACH COMPANY	WWTP Maintenance	108.19
51220	10/22/2015	Printed		08660	HUNT AND SONS, INC.	Fuel Fire Dept	183.51
51221	10/22/2015	Printed		09513	INTERNATIONAL CODE COUNCIL	Membership Dues	135.00
51222	10/22/2015	Printed		23101	LARRY WALKER ASSOCIATES	Pond Liner Integrity Report	2,016.25
51223	10/22/2015	Printed		16040	PITNEY BOWES	Postage	659.84
51224	10/22/2015	Printed		16139	PLACER COUNTY ADMINISTRATIVE	Domestic Animal Control Charge	6,616.29
51225	10/22/2015	Printed		16138	PLACER COUNTY AUDITOR-	Ben Roberts correction	18.09
51226	10/22/2015	Printed		16211	PLACER COUNTY TAX COLLECTOR	Lot of Art Lease 2015/2016	182.34
51227	10/22/2015	Printed		16500	PLACER OPERATIONAL AREA	Emergency Management	6,172.30
51228	10/22/2015	Printed		16515	PLACER PACERS	Deposit Refund - Colfax Volksw	100.00
51229	10/22/2015	Printed		16548	PLACER SIERRA RAILROAD	Refund deposit Colfax	100.00
51230	10/22/2015	Printed		18193	RECOLOGY AUBURN PLACER	Debris box rental Sept. 15'	690.00
51231	10/22/2015	Printed		19070	SCORE - SMALL CITIES ORGANIZED	Workers Comp	9,340.00
51232	10/22/2015	Printed		19279	SERVICE ENGINEERING	WWTP Maintenance	346.63
51233	10/22/2015	Printed		19791	SUTTER MEDICAL FOUNDATION	Fire fighter med check	34.00
51234	10/22/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	Internet City Hall	460.10
51235	10/22/2015	Printed		23301	WESTERN PLACER WASTE	Sludge Removal Sept. 2015	652.74
51236	10/28/2015	Printed		01448	AMERIGAS - COLFAX	PROPANE CORP YARD	61.50
51237	10/28/2015	Printed		01500	ANDERSON'S SIERRA	STREET REPAIR	487.09
51238	10/28/2015	Printed		01647	AQUA SCIENCE	WWTP MONITORING	2,500.00
51239	10/28/2015	Printed		30018	TRAVIS BERRY	EXPENSE REPORT	197.97
51240	10/28/2015	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR	LABOR SERVICES	683.20
51241	10/28/2015	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMPORARY SERVICES	460.08
51242	10/28/2015	Printed		02901	BUREAU VERITAS NORTH AMERICA	BUILDING OFFICIAL SERVICES	5,695.00
51243	10/28/2015	Printed		04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE CONTRACT	170.93
51244	10/28/2015	Printed		04253	DEPARTMENT OF GENERAL SERVICES	SB 1186 FEES Q1, Q2, Q3	100.80
51245	10/28/2015	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP MONITORING SEPT 15'	2,942.00
51246	10/28/2015	Printed		05220	ENVIRONMENTAL LEVERAGE INC	MICRO CLEANER LIFT STATION	65.86
51247	10/28/2015	Printed		08660	HUNT AND SONS, INC.	FUEL PUBLIC WORKS	333.03
51248	10/28/2015	Printed		16300	PLACER COUNTY WATER AGENCY	WATER	2,649.12
51249	10/28/2015	Printed		16165	PLACER COUNTY ENVIRONMENTAL	LANDFILL CLOSURE TESTING	700.00
51250	10/28/2015	Printed		16200W	PLACER COUNTY SHERIFFS DEPT.	PCSO PHONE AUG, SEPT., OCT	124.50
51251	10/28/2015	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING SEPT 15'	1,545.00
51252	10/28/2015	Printed		19070	SCORE - SMALL CITIES ORGANIZED	WORKER COMP JULY 1-JUNE 30	216.00
51253	10/28/2015	Printed		19197	SEDD,SIERRA ECONOMIC DEVELOPMT	MEMBER DUES 2015-2016	500.00
51254	10/28/2015	Printed		19320	SOLENIS	WWTP SUPPLIES	1,577.03
51255	10/28/2015	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	HEALTH INSURANCE SEPT 2015	3,812.00
51256	10/28/2015	Printed		06740	TYLER TECHNOLOGIES	FUNDBALANCE SOFTWARE CONTRACT	4,013.08
51257	10/28/2015	Printed		22115	VERIZON CALIFORNIA	WWTP PHONE	184.64
51258	10/28/2015	Printed		23169	WAVE BUSINESS SOLUTIONS	PHONE DEPOT - 260	68.13

Total Checks: 89 **Checks Total (excluding void checks): 180,801.96**

DAILY CASH SUMMARY REPORT

10/01/2015 - 10/31/2015

11/4/2015
3:44 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
Fund: 100 - General Fund							
92617	2	10/09/2015	CR	100-000-1000	1,000.00	0.00	1,000.00
92618	2	10/09/2015	CR	100-000-1000	975.14	0.00	975.14
92619	2	10/09/2015	CR	100-000-1000	1,146.00	0.00	1,146.00
92620	2	10/09/2015	CR	100-000-1000	309.00	0.00	309.00
92621	2	10/09/2015	CR	100-000-1000	3,209.00	0.00	3,209.00
92623	2	10/09/2015	CR	100-000-1000	500.00	0.00	500.00
92624	2	10/09/2015	CR	100-000-1000	2,646.76	0.00	2,646.76
10/09/2015		Daily Totals			**9,785.90**	**0.00**	**9,785.90**
92785	2	10/21/2015	CR	100-000-1000	100.00	0.00	100.00
92786	2	10/21/2015	CR	100-000-1000	175.00	0.00	175.00
92787	2	10/21/2015	CR	100-000-1000	1,566.69	0.00	1,566.69
92788	2	10/21/2015	CR	100-000-1000	150.00	0.00	150.00
92792	2	10/21/2015	CR	100-000-1000	20.00	0.00	20.00
92793	2	10/21/2015	CR	100-000-1000	303.25	0.00	303.25
92794	2	10/21/2015	CR	100-000-1000	100.00	0.00	100.00
92795	2	10/21/2015	CR	100-000-1000	1,793.19	0.00	1,793.19
92797	2	10/21/2015	CR	100-000-1000	190.30	0.00	190.30
92798	2	10/21/2015	CR	100-000-1000	178.00	0.00	178.00
92799	2	10/21/2015	CR	100-000-1000	1,447.50	0.00	1,447.50
10/21/2015		Daily Totals			**6,023.93**	**0.00**	**6,023.93**
92975	2	10/23/2015	CR	100-000-1000	7,657.08	0.00	7,657.08
92977	2	10/23/2015	CR	100-000-1000	112.31	0.00	112.31
92978	2	10/23/2015	CR	100-000-1000	83.60	0.00	83.60
92979	2	10/23/2015	CR	100-000-1000	121.70	0.00	121.70
10/23/2015		Daily Totals			**7,974.69**	**0.00**	**7,974.69**
93061	2	10/28/2015	CR	100-000-1000	1,510.46	0.00	1,510.46
93062	2	10/28/2015	CR	100-000-1000	100.00	0.00	100.00
93063	2	10/28/2015	CR	100-000-1000	100.00	0.00	100.00
93064	2	10/28/2015	CR	100-000-1000	52,200.00	0.00	52,200.00
10/28/2015		Daily Totals			**53,910.46**	**0.00**	**53,910.46**
Fund: 100 - General Fund				**TOTALS:**	**77,694.98**	**0.00**	**77,694.98**
Fund: 218 - Support Law Enforcement							
92975	6	10/23/2015	CR	218-000-1000	24,792.42	0.00	24,792.42
10/23/2015		Daily Totals			**24,792.42**	**0.00**	**24,792.42**
Fund: 218 - Support Law Enforcement				**TOTALS:**	**24,792.42**	**0.00**	**24,792.42**
Fund: 244 - CDBG MicroEnterprise Lending							
92615	2	10/09/2015	CR	244-000-1000	1,000.00	0.00	1,000.00
10/09/2015		Daily Totals			**1,000.00**	**0.00**	**1,000.00**

DAILY CASH SUMMARY REPORT

10/01/2015 - 10/31/2015

11/4/2015
3:44 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number		Debit	Credit	Net Chng
Fund: 244 - CDBG MicroEnterprise Lending					**TOTALS:**	**1,000.00**	**0.00**	**1,000.00**
Fund: 250 - Streets - Roads/Transportation								
92796	2	10/21/2015	CR	250-000-1000		24.00	0.00	24.00
10/21/2015		Daily Totals				**24.00**	**0.00**	**24.00**
Fund: 250 - Streets - Roads/Transportation					**TOTALS:**	**24.00**	**0.00**	**24.00**
Fund: 253 - Gas Taxes								
93065	2	10/30/2015	CR	253-000-1000		3,994.41	0.00	3,994.41
10/30/2015		Daily Totals				**3,994.41**	**0.00**	**3,994.41**
Fund: 253 - Gas Taxes					**TOTALS:**	**3,994.41**	**0.00**	**3,994.41**
Fund: 280 - Oil Recycling								
92616	2	10/09/2015	CR	280-000-1000		5,000.00	0.00	5,000.00
10/09/2015		Daily Totals				**5,000.00**	**0.00**	**5,000.00**
Fund: 280 - Oil Recycling					**TOTALS:**	**5,000.00**	**0.00**	**5,000.00**
Fund: 292 - Fire Department Capital Funds								
92622	2	10/09/2015	CR	292-000-1000		44,450.00	0.00	44,450.00
10/09/2015		Daily Totals				**44,450.00**	**0.00**	**44,450.00**
Fund: 292 - Fire Department Capital Funds					**TOTALS:**	**44,450.00**	**0.00**	**44,450.00**
Fund: 560 - Sewer								
92974	2	10/23/2015	CR	560-000-1000		200.00	0.00	200.00
92975	8	10/23/2015	CR	560-000-1000		0.00	145.21	-145.21
10/23/2015		Daily Totals				**200.00**	**145.21**	**54.79**
Fund: 560 - Sewer					**TOTALS:**	**200.00**	**145.21**	**54.79**
Fund: 561 - Sewer Liftstations								
92613	2	10/01/2015	CR	561-000-1000		407.00	0.00	407.00
92614	2	10/01/2015	CR	561-000-1000		407.00	0.00	407.00
10/01/2015		Daily Totals				**814.00**	**0.00**	**814.00**
92791	2	10/21/2015	CR	561-000-1000		417.00	0.00	417.00
10/21/2015		Daily Totals				**417.00**	**0.00**	**417.00**

Limited to include: JE Types of: CR

DAILY CASH SUMMARY REPORT

10/01/2015 - 10/31/2015

11/4/2015
3:44 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number		Debit	Credit	Net Chng
Fund: 561 - Sewer Liftstations					**TOTALS:**	**1,231.00**	**0.00**	**1,231.00**
Fund: 565 - General Obligation Bond 1978								
92976	2	10/23/2015	CR	565-000-1000		362.47	0.00	362.47
10/23/2015		Daily Totals				**362.47**	**0.00**	**362.47**
Fund: 565 - General Obligation Bond 1978					**TOTALS:**	**362.47**	**0.00**	**362.47**
Fund: 570 - Garbage Fund								
92790	2	10/21/2015	CR	570-000-1000		10,750.00	0.00	10,750.00
10/21/2015		Daily Totals				**10,750.00**	**0.00**	**10,750.00**
Fund: 570 - Garbage Fund					**TOTALS:**	**10,750.00**	**0.00**	**10,750.00**
Fund: 572 - Landfill Post Closure Mainten								
92789	2	10/21/2015	CR	572-000-1000		20,209.75	0.00	20,209.75
10/21/2015		Daily Totals				**20,209.75**	**0.00**	**20,209.75**
Fund: 572 - Landfill Post Closure Mainten					**TOTALS:**	**20,209.75**	**0.00**	**20,209.75**
					GRAND TOTALS:	**189,709.03**	**145.21**	**189,563.82**

Limited to include: JE Types of: CR

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 18, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Amy Feagans, Planning Director

DATE: November 12, 2015

SUBJECT: **Whitcomb Avenue Fair Share Agreement – Parcel F**

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Review and Approve

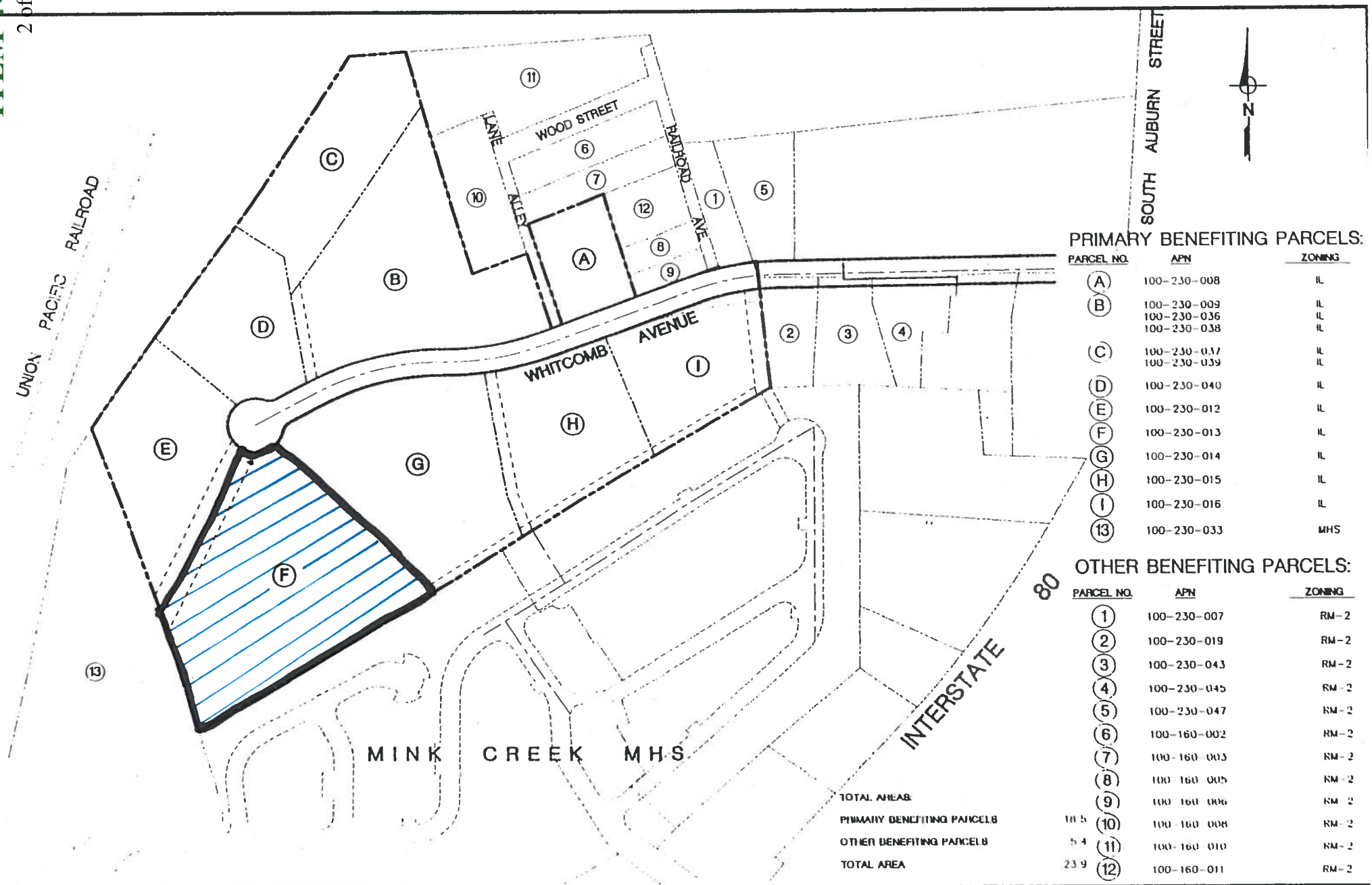
BACKGROUND

The Whitcomb Avenue Industrial Park infrastructure improvements were paid for with public funds and have a cost sharing agreement that requires repayment upon development of the participating parcels. Ordinance No. 466 establishes the fair share payment and process.

The new owner of Parcel F has requested to enter into an agreement with the City to make these payments (totaling $73,923 plus interest) semi-annually for 10 years. Staff is supportive of this schedule. The attached agreement was drafted by the planning director and reviewed and approved by the City Manager and City Attorney.

The proposed agreement is attached for your review and approval along with a map outlining the subject parcel location.

Attachments:
a. Map of Parcel
b. Proposed Agreement



PRIMARY BENEFITING PARCELS:

PARCEL NO.	APN	ZONING
A	100-230-008	IL
B	100-230-009	IL
	100-230-036	IL
	100-230-038	IL
C	100-230-037	IL
	100-230-039	IL
D	100-230-040	IL
E	100-230-012	IL
F	100-230-013	IL
G	100-230-014	IL
H	100-230-015	IL
I	100-230-016	IL
13	100-230-033	MHS

OTHER BENEFITING PARCELS:

PARCEL NO.	APN	ZONING
1	100-230-007	RM-2
2	100-230-019	RM-2
3	100-230-043	RM-2
4	100-230-045	RM-2
5	100-230-047	RM-2
6	100-160-002	RM-2
7	100-160-003	RM-2
8	100-160-005	RM-2
9	100-160-006	RM-2
10	100-160-008	RM-2
11	100-160-010	RM-2
12	100-160-011	RM-2

TOTAL AREAS:	
PRIMARY BENEFITING PARCELS	18.5
OTHER BENEFITING PARCELS	5.4
TOTAL AREA	23.9

DESIGNED BY: J.L.D.
DRAWN BY: A.L.P.
CHECKED BY: J.L.D.

REV.	DESCRIPTION	BY	APP'D	DATE
	CDBG GRANT APPLICATION			11/3/1995

BENCHMARK: ELEVATION XX.XX DATUM XX-XX
DESCRIPTION:

CITY OF COLFAX
COUNTY OF PLACER, CALIFORNIA
Colfax Industrial Park
Infrastructure Improvements

TOPO
TENTATIVE

SCALE: NOT TO SCALE
JOB NO.
DATE
DWG NO.

EXHIBIT A
BENEFITING PARCELS

C12

JDWolfe
ENGINEERING CONSULTANTS

SHEET 1 OF 1

Recording Request by:

City of Colfax

When recorded return to:

CITY OF COLFAX
PO BOX 702
COLFAX, CA 95713
Attn: City Clerk

AGREEMENT FIXING FAIR SHARE PAYMENT SCHEDULE TO BE PAID BY OWNER

This agreement is made between the City of Colfax, a California General Law City ("City") and _____ ("Owner").

RECITALS

A. City has provided for the construction of public infrastructure improvements located within the Colfax Industrial Park, on Whitcomb Avenue.

B. Owner is the owner of one parcel of property, which will benefit from the Public Improvements constructed by City. Owner's parcel consists of approximately three (3) acres and is identified as Placer County Assessor's Parcel Number (APN) 100-230-013 (the "Property"). Owner's property equals 16.2 percent of the area that will benefit from the Public Improvements.

C. In recognition of the benefits Owner's property will receive from the Public Improvements, including but not limited to sanitary sewer lines, water lines, drainage, electrical and communications, and street extension improvements consisting of pavement, curb and gutter, the parties wish to fix and determine the fair share improvement costs to be allocated to the Owner and to be reimbursed by the Owner to the City in accord with the terms of this Agreement.

AGREEMENT

1. Fair Share Allocation. In consideration of the benefits Owner's property will receive from the Public Improvements, including enhancement of development potential and municipal services, Owner agrees that the share of the costs properly allocated to Owner based on the percentage of acreage owned by the Owner in relation to the total amount of the acreage in the twenty-five parcels benefitting from the Public Improvements is the sum of $73,923 in accordance with Ordinance 466 plus interest as hereinafter provided ("Owner's Fair Share Allocation").

2. Payment. The Owner shall pay Owner's Fair Share Allocation to the City in agreement with the terms follows:

   Owner shall pay the City, in lawful money of the United States and at the location specified in Paragraph 10 of this Agreement, Owner's Fair Share Allocation with interest in like lawful money from the Effective Date of this Agreement at the California Local Agency Investment Fund (LAIF) rate on the amounts of principal sum remaining unpaid from time to time. As of the Effective Date of this Agreement, the LAIF rate is approximately 0.3% per annum and will probably change from time-to-time. Payments of principal and interest shall be made in no more than twenty semi-annual installments due no later than 5:00 p.m. Pacific Standard Time on December 31 and June 30 of each year commencing in accordance with Ordinance 466 and continuing thereafter until paid in full. Each payment shall be credited first on interest and the remainder on principal, and interest shall thereupon cease on the principal so credited. Each payment shall be no less than $3,696.15 plus accrued interest except for the first, which may vary depending upon the date the payment periods begin. First payment shall be due upon economic use or development of the parcel. Owner shall have the right to prepay all or any portion of Owner's Fair Share Allocation at any time, without penalty.

3. Default And Remedies.

   Owner's Fair Share Allocation will become due and payable immediately, without presentment, demand or notice, if Owner (a) fails to make the required principal and interest payments when due, (b), becomes insolvent, (c) files a petition in bankruptcy, either voluntarily or involuntarily, (d) institutes any proceeding under any bankruptcy or insolvency laws relating to the relief of debtors, or (e) makes an assignment for the benefit of creditors. In any such event, Owner waives demand, presentment for payment, protest and notice. Each such event shall constitute an "Event of Default" in which case the City shall be entitled to exercise any remedy available to the City in law or in equity.

4. Covenants Run With The Land. All terms, provisions, and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors and assignees, and all other persons or entities acquiring all or any portion of the Property, or any interest therein, whether by operation of law or in any other manner whatsoever. All of the provisions of this Agreement shall constitute covenants running with Owner's Property pursuant to applicable law, including but not limited to, Section 1468 of the Civil Code. Owner agrees that the covenant to pay the Owner's Fair Share Allocation of the cost of the off-site Public Improvements is for the benefit of the Property and is a burden upon such Property, runs with the property, and is binding upon each successive owner during ownership of such Property, or any portion thereof, and each party having any interest in the Property derived in any manner until such time as this Agreement terminated as provided in Section 5 of this Agreement.

5. Termination of Agreement. This Agreement shall terminate upon receipt by the City of Owner's payment in full of Owner's Fair Share Allocation.

6. Entire Agreement. This Agreement contains the entire Agreement of the parties and supersedes all prior negotiations, correspondence understandings and agreements by or between the parties regarding the subject matter hereof. This Agreement may not be amended except upon written consent of both parties.

7. Waiver. Any waiver at any time by any party of its rights with respect to default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter.

8. Governing Law. This Agreement shall be governed by the laws of the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of the State of California.

9. Attorney's Fees. In the event of any legal or equitable proceedings for enforcement of any terms of this Agreement, or any alleged dispute, breach of, default or misinterpretations in connection with any provision of this Agreement, the prevailing party in such action, or the non-dismissing party where dismissal occurs other than by reason of a settlement, shall be entitled to recover its reasonable costs and expenses including without limitation, reasonable attorney's fees and costs paid or incurred in good faith.

10. Notice, Any notice relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally or by generally recognized overnight courier service, or four business days after deposit in the United States mail certified or registered, return receipt requested with postage prepaid addressed as follow:

To City:
City of Colfax
33 South Main Street
P.O. Box 702
Colfax, CA 95713
Attention: City Manager

To Owner:

_____
_____
_____
_____

11. Effective Date. This Agreement shall become effective upon its execution by the City and shall remain in full force and effect until terminated.

IN WITNESS WHEREOF, the parties have executed this Agreement with the intent to be bound thereby as of the effective date set forth above.

("City")

City of Colfax

By: _____
Mark Miller, City Manager
Date:

("Owner)

By: _____

Its: _____
Date:

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 18, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Alfred A. "Mick" Cabral, City Attorney

DATE: November 18, 2015

SUBJECT: Introduction and First Reading of Ordinance № 527: An Ordinance Of The City Of Colfax Amending Section 2.04.020C Of The Colfax Municipal Code Regarding Filling Vacancies On The City Council

X	N/A		FUNDED		UN-FUNDED	AMOUNT: N/A	FROM FUND: N/A

RECOMMENDED ACTION: Introduce Ordinance № 527 for first reading by title only and schedule for second reading, public hearing and adoption at the December 9, 2015 regularly scheduled City Council meeting.

ISSUE STATEMENT AND DISCUSSION:

Colfax Municipal Code §2.04.020C requires vacancies on the City Council to be filled by appointment within 30 days of commencement of the vacancy. If a vacancy is not filled within that 30 day period, the Council must call a special election to fill the vacancy. If a special election is called, it is held on the next regularly established election date not less than 114 days from the call of the special election.

California Government Code §36512 allows the Council 60 days instead of 30 days to fill a vacancy before a special election must be called. The Colfax City Council has been required to fill a number of vacancies in the past several years. Although the Council has always met the 30 day deadline, notifying the public of the vacancy, recruiting candidates, conducting interviews and making the appointments within 30 days has been challenging. Increasing the time for doing so will allow the Council more time to conduct the appointment process and remain compliant with State law.

FINANCIAL AND/OR POLICY IMPLICATIONS

There are no financial implications associated with amending this ordinance. The amendment, if adopted, will increase the time for filling Council vacancies from 30 to 60 days.

SUPPORTING DOCUMENTS

Proposed Ordinance No. 527

City of Colfax
City Council

Ordinance № 527

AN ORDINANCE OF THE CITY OF COLFAX AMENDING SECTION 2.04.020C OF THE COLFAX MUNICIPAL CODE REGARDING FILLING VACANCIES ON THE CITY COUNCIL

The City Council of the City of Colfax does ordain as follows:

Section 1:
Section 2.04.020C of the Colfax Municipal Code is hereby amended and restated as set forth in Exhibit A attached hereto and by this reference incorporated herein.

Section 2. Superseding Provisions
The provisions of this ordinance and any resolution adopted pursuant hereto shall supersede any previous ordinance or resolution to the extent the same is in conflict herewith.

Section 3. Severability
If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date
This ordinance shall take effect thirty (30) days after its adoption.

This ordinance shall, within 15 days after its adoption, be published or posted in accordance with Section 36933 of the Government Code of the State of California with the names of those City Council members voting for and against it.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Colfax duly held on the 18th day of November, 2015, and passed and adopted at a regular meeting of the City Council of the City of Colfax duly held on the 9th day of December, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Kim A. Douglass, Mayor

APPROVED AS TO FORM:

_____
Alfred Cabral, City Attorney

ATTEST:

_____
Lorraine Cassidy, City Clerk

Ordinance

Attachment A

Title 2, Chapter 2.04, Section 2.04.020C of the Colfax Municipal Code is hereby amended to read as follows:

"C. If a vacancy occurs in the city council, the council shall, within ~~thirty (30)~~ sixty (60) days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than one hundred fourteen (114) days from the call of the special election. A person appointed or elected to fill a vacancy holds office for the unexpired term of the former incumbent."

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 18, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Staff

DATE: November 12, 2015

SUBJECT: **Solid Waste Francise - Recology**

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Review Current Agreement and Direct Staff as Appropriate

BACKGROUND AND DISCUSSION

The City's current Solid Waste Franchise Agreement with Recology Auburn Placer was executed in June of 2011 to provide for the collection and disposal of solid waste, materials recycling, street sweeping and related services. The agreement, enclosed, has been successfully operated during the ensuing years and the City has met the State's regulatory requirements. The agreement provides for a yearly cost of living adjustment of up to 4%, with a two year carry-over provision to future years if costs increase greater than 4% in one year.

With the current slowly recovering economic climate, staff inquired of Recology if there was the possibility of eliminating or delaying the cost of living increase provided for the recent years' contract, to minimize financial impact to the solid waste rate payers. Recology has offered to consider deferral of the current rate increase for the City consideration of an extension to the contract term. The current contract extends through June 30, 2021, with a five year automatic extension and a five year optional extension. Solid Waste franchise agreement term lengths are generally extensive to amortize the cost of equipment and facility investment. With City Council's direction, staff would like to pursue the possibility of deferring an increase in rates, as well as some additional minor contract adjustments such as:

- Expanded Outreach for Special Pick-up Events
- Oil Recycling as part of the Universal Waste curbside program
- Recycle Center at the Corp Yard - turn responsibility over to Recology to maintain
- Organics services to business customers
- Update brochure to include all services
- Expanded street sweeping program

Council could assign a councilmember to participate in negotiations. Staff would bring back any tentative negotiated changes to the full City Council for discussion and approval.

Attachments:

a. Solid Waste Franchise Agreement

JUL 2011
RECEIVED
CITY OF COLFAX

SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement ("Agreement") is entered into this 27th day of June, 2011 between the City of Colfax, California ("City") and Recology Auburn Placer, a California corporation (hereinafter referred to as "Contractor"), for the collection, transportation, and disposal of Solid Waste.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City Of Colfax has determined that the public health, safety and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of Solid Waste from certain residential, industrial and commercial areas in City; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, Recycling and disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"); and

WHEREAS, City has not and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection of waste; and

WHEREAS, Contractor has represented and warranted to City that it has the experience, responsibility and qualifications to arrange with residents, and commercial, industrial, institutional and other entities in the City for the collection and safe transport of Solid Waste to the materials recovery and disposal facilities designated herein, and in reliance thereon, the City Council determines and finds that the public interest, health, safety and well-being would be best served if Contractor were to make independent arrangements with residents and other entities to perform these services;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. INTRODUCTORY PROVISIONS

1.1 DEFINITIONS

Whenever any term used in this Agreement has been defined by the City of Colfax Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code ("PRC"), the definitions in the City of Colfax Municipal Code or PRC shall apply unless the term is otherwise defined in this Agreement.[1]

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1 For terms not defined in this Agreement, to the extent that definitions contained in the City Code conflict with definitions in the PRC, the former shall control and govern the rights and obligations of the parties hereunder; provided, however, that should the PRC's definitions be

AB 939. "AB 939" shall mean the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 et seq., as it may be amended from time to time.

Affiliate. "Affiliate" means any of the Contractor's officers, directors or shareholders, and any corporation, partnership, joint venture or other entity directly or indirectly controlling the Contractor, or directly or indirectly owned or controlled by the Contractor or its officers, directors or shareholders.

Applicable Law. "Applicable Law" means all applicable federal, state and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental authority having jurisdiction, including Environmental Laws, that are in force on the Commencement Date and as they may be enacted, issued or amended during the Term of this Agreement.

Bulky Waste. "Bulky Waste" means large items of Solid Waste, such as appliances, furniture, large auto parts, trees, branches, stumps and other oversize wastes. Bulky Waste does not include waste that has been placed in a bin or drop box.

CalRecycle. "CalRecycle" means the California Department of Resources Recycling and Recovery, or its successor.

Carts. "Carts" means Toter brand or equivalent carts with 32-, 64- or 96-gallon capacity, colored black or grey for Solid Waste or green for Green Waste.

City. "City" means the City of Colfax, a California municipal corporation.

City Council. "City Council" means the City Council of the City of Colfax.

City Manager. "City Manager" means the City Manager of the City of Colfax or his or her designee.

Commencement Date. "Commencement Date" means July 1, 2011.

Commercial Premises. "Commercial Premises" means all premises within the Franchise Area used for commercial, institutional, non-profit and/or industrial purposes.

Contractor. "Contractor" shall mean Recology Auburn Placer, a California corporation, and shall also mean any assignee, transferee or successor in interest of said corporation.

Disposal Fees. "Disposal Fees" means any and all fees or charges payable by Contractor for the disposal and/or processing of Solid Waste collected pursuant to this Agreement. As of the Commencement Date, because Contractor is required to deliver all Solid Waste and Green Waste collected pursuant to this Agreement to the Landfill and/or Materials Recovery Facility, and because the Western Placer Waste Management Authority currently owns such facilities, all Disposal Fees and Processing Fees shall initially be paid by Contractor to the Western Placer Waste Management Authority.

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made obligatory by the state legislature on the City, then the conflicting PRC definitions shall apply.

Environmental Law. "Environmental Law" means all applicable laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency governing Solid Waste, Hazardous Waste or Hazardous Materials, including, without limitation, AB 939 and CERCLA, that are in force on the Commencement Date and as they may be enacted, issued or amended during the Term of this Agreement.

Franchise Area. "Franchise Area" shall mean the entire area within the boundaries of the City of Colfax city limits as of the Commencement Date, as they may thereafter be changed by reason of annexation or de-annexation.

Franchise Fee. "Franchise Fee" means the fee imposed by the City on Contractor pursuant to Section 4.2.

Green Waste. "Green Waste" means organic material from trees, shrubs, grass and other vegetation, including without limitation lawn clippings, leaves and small branches . Green Waste does not include plastic bags, bricks, rocks, gravel, large quantities of dirt, concrete, sod, non-organic wastes, loose fruits and vegetables, tree trunks, stumps, palm fronds, branches more than six inches in diameter or three feet in length, or pet waste.

Hazardous Waste or Materials. "Hazardous Waste" or "Hazardous Materials" means any and all of the following:

Wastes, materials or substances defined or characterized as Hazardous Waste by the Federal Solid Waste Disposal Act, as amended, including RCRA (42 U.S.C. Section 6901, et seq.) as amended from time to time, or regulations promulgated thereunder;

Waste, materials or substances defined or characterized from time to time as Hazardous Waste by the principal agencies of the State of California (including, without limitation, the Department of Health Services, the Department of Toxic Substances Control, the California Water Resources Control Board, and CalRecycle) having jurisdiction over Hazardous Waste generated by facilities within the State, and pursuant to any other applicable governmental regulations;

Wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. §2601-2654, as amended from time to time, or regulations promulgated thereunder;

Radioactive Wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to governmental regulations; and

Wastes, materials, substances or items that contain polychlorinated biphenyls.

The terms "Hazardous Waste" and "Hazardous Materials" will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste. .

Landfill. "Landfill" means the Western Regional Sanitary Landfill owned by the Western Placer Waste Management Authority and located at 3033 Fiddyment Rd. in unincorporated Placer County.

Legal Holiday. "Legal Holiday" means the following legal holidays: Thanksgiving, Christmas, New Year's Day and any other legal holiday observed by the Landfill or the Materials Recovery Facility.

Materials Recovery Facility. "Materials Recovery Facility" means the Western Placer Waste Management Authority materials recovery facility located at 3033 Fiddyment Rd. in unincorporated Placer County.

Maximum Rates. "Maximum Rates" means the maximum rates that Contractor is permitted to charge customers for providing the services described in Section 2.

Medical Waste. "Medical Waste" means Solid Waste or other materials, substances or items which may be reasonably considered infectious, pathological or biohazardous, originating from hospitals, public or private medical clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, medical offices, mortuaries, veterinary facilities and other similar facilities, and includes, without limitation, medical equipment, instruments, utensils, fomites, and laboratory waste (including pathological specimens and fomites attendant thereto); surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto); sharps (hypodermic needles, syringes, etc.), dialysis unit waste, chemotherapeutic waste, animal carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials, but excluding any such waste which is determined by evidence reasonably satisfactory to the Contractor to be or to have been rendered non-infectious, non-pathological and non-biohazardous.

Multi-Family Units. "Multi-Family Units" shall mean a dwelling which includes three or more individual living units.

Operating Year. The Operating Year under this Agreement shall begin on July 1 of each calendar year and end at midnight on June 30 of the following year.

Person. "Person" means any individual, corporation, partnership, joint venture, limited liability company, trust or other legal entity.

Processing Fees. "Processing Fees" means any and all fees or charges payable by Contractor for the processing of Green Waste collected pursuant to this Agreement.

Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means discarded materials which could be reused or processed, or are in the future reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939. The terms "Recyclables" or "Recyclable Material" include transformable and compostable materials. The terms "Recyclables" or "Recyclable Material" include paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials, brick and stone in reusable size and condition, and such other materials reasonably designated as Recyclables by the City Council or the Director of Facility Services, or designated as Recyclables by CalRecycle, or other agency with jurisdiction.

Recycling and Recycled. "Recycling" and "Recycled" refers to processing, cleansing, treating, and reconstituting materials that would otherwise become or remain Solid Waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products or biomass that qualifies for diversion credit by CalRecycle. "Recycling" also refers to

the processing and beneficial reuse of materials, to the extent that the beneficial reuse of these materials qualifies for diversion credit by CalRecycle. "Recycling" does not include "transformation," which is defined in PRC Section 40201.

Single-Family Unit. "Single-Family Unit" means a dwelling which includes one or two individual living units.

Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, Recyclable Materials, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes; but excludes Hazardous Wastes, Special Wastes and Medical Wastes.

Solid Waste Program Manager. "Solid Waste Program Manager" means the City Manager or his or her designee.

Special Waste. "Special Waste" means any designated wastes, as defined in 23 California Code of Regulations §2522, and special handling waste generated by industrial facilities or processes, but shall not include "Hazardous Waste" as defined herein. Special Wastes include: asbestos, sewage sludge, water treatment sludge, drilling muds, grease wastes, contaminated soils, shredder waste, agricultural wastes, filter cake/de-watered sludge, spent catalyst fines, refinery ash and by-products; except where any such wastes are deemed to be Hazardous Waste.

Term. "Term" means the term of this Agreement, as described in Section 1.3 below.

Universal Waste. "Universal Waste" means electronics related waste including household batteries, mercury thermometers, fluorescent lamps and electronic devices including televisions and computer monitors, computers, printers, VCRs, cell phones, telephones, radios, portable DVD players with video screens, and microwave ovens; but does not include large appliances.

1.2 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor hereby makes the following representations and warranties for the benefit of City as of the Commencement Date:

1.2.1 Contractor is duly organized and validly existing as a corporation in good standing under the laws of the state of its incorporation and is qualified to do business in the State of California, with full legal right and power to enter into and perform its obligations under this Agreement.

1.2.2 Contractor has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement by all necessary and proper action by its Board of Directors and shareholders, as necessary.

1.2.3 The Persons signing this Agreement on behalf of Contractor have been authorized by Contractor to do so, and this Agreement has been duly executed and delivered by Contractor in accordance with the authorization of its Board of Directors and shareholders, as necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms.

1.2.4 Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder:

(a) conflicts with, violates or will result in a violation of any existing Applicable Law;

(b) conflicts with, violates or will result in a breach or default under any term or condition of any valid and existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement or instrument, to which either Contractor is a party or by which either Contractor or any of its properties or assets is bound; or

(c) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor which will interfere materially with Contractor's performance hereunder.

1.2.5 There is no action, suit, proceeding or, to the best of Contractor's knowledge, investigation, at law or equity, before or by any court or governmental entity, pending or threatened against Contractor or otherwise affecting Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect Contractor's performance hereunder, or which, in any way, would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Contractor.

1.2.6 Contractor has sufficient financial resources to perform all aspects of its obligations hereunder.

1.2.7 Contractor has the expert, professional, and technical capability to perform all of its obligations under this Agreement.

1.2.8 Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding this Agreement and the work to be performed by Contractor under this Agreement, and enters into this Agreement on the basis of that independent investigation.

1.3 TERM

1.3.1 Base Term of Agreement. The base term of this Agreement shall commence on the Commencement Date and terminate on June 30, 2021.

1.3.2 Automatic Extension. The Term of this Agreement shall automatically be extended for an additional five years, so as to terminate on June 30, 2026, unless Contractor is in material breach of this Agreement upon the expiration of the base term, or one of the parties has timely requested termination of this Agreement on June 30, 2021. To make such request timely, notice of termination of the Agreement must be provided in writing to the other party on or before 5:00 pm on December 31, 2020.

1.3.3 Optional Extension. If the Term has been automatically extended pursuant to Section 1.3.2, then City and Contractor may extend the Term for an additional five years, so as to terminate on June 30, 2031, by mutual consent in writing at least sixty days prior to the

expiration date of the automatic extension. Contractor acknowledges that any such extension must be approved by the City Council to become effective.

1.3.4 No Prohibition On Amendments. Nothing herein shall be construed to prohibit amendments to Contractor's scope of work at any time during the Term of this Agreement, by mutual consent of the parties.

2. FRANCHISE SCOPE, SERVICES AND PROGRAMS

2.1 GRANT OF FRANCHISE

2.1.1 Grant of Franchise. City hereby grants to Contractor, for the Term of and subject to the terms and conditions of this Agreement, the exclusive privilege and right to collect, transport and remove for disposal and/or processing all Solid Waste and Green Waste generated or accumulated at all Single-Family Units, Multi-Family Units and Commercial Premises or otherwise within the Franchise Area, including for the avoidance of doubt and without limitation all Recyclable Materials, construction and demolition debris and debris box services, and to do so by making and entering into independent arrangements with residents, owners and/or other Persons in charge of Single-Family Units, Multi-Family Units and Commercial Premises, *provided, however*, that said franchise shall be a non-exclusive franchise with respect to Recyclable Materials that meet all of the following requirements:

(a) The Recyclable Materials must be generated on Commercial Premises by a commercial, institutional, non-profit and/or industrial enterprise in the conduct of its own business; and

(b) The generator of such Recyclable Materials must be paid by or must otherwise receive a net positive consideration, directly or indirectly, from the collector of such Recyclable Materials in respect of such Recyclable Materials, taking into account all amounts received by the generator in respect of such Recyclable Materials, as well as all amounts paid by the generator in respect of such Recyclable Materials, including, without limitation, hauling fees, equipment rental charges, management fees, logistics fees, and all other amounts, however denominated and to whomever paid; and

(c) The Recyclable Materials must be separated on an item-by-item basis from non-Recyclable Solid Waste, and held in an authorized container, by the generator of such Recyclable Materials, before collection and transportation.

The extent of this grant of franchise shall be subject to any limitations imposed by Applicable Law.

2.1.2 Donation of Recyclables. This Agreement is not intended to and does not affect or limit the right of any Person to donate or give away any Recyclable Materials generated by such Person to any charitable organization (provided the generator does not pay a net consideration to the recipient of such materials for the collection, transportation, removal, resale, handling or processing of such Recyclable Materials) and further provided that all such Recyclable Materials are separated from Solid Waste on an item-by-item basis from non-Recyclable Solid Waste by the generator.

2.1.3 Acceptance of Franchise. Contractor agrees to be bound by and comply with all the Solid Waste collection requirements of this Agreement.

2.1.4 Exceptions to Exclusivity. The exclusive privilege granted by this Agreement shall not apply:

(a) Where the owner or operator of a Single-Family Unit, a Multi-Family Unit or a Commercial Premises engages a gardening, landscaping or tree trimming contractor and such contractor, as an incidental part of a comprehensive service provided by such contractor, rather than as a hauling service, removes garden waste generated at such premises in connection with such service, using the contractor's own vehicles and employees, and arranges for the disposal and/or Recycling of such garden waste in accordance with Applicable Law; or

(b) To any State agency or department, including but not limited to school districts.

2.1.5 Enforcement of Exclusivity of Franchise. The City may, in its sole discretion, enforce the exclusivity provisions of this franchise against third party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall not be liable to Contractor in any manner, including for any costs or damages such as lost revenues or lost profits, should any person or entity refuse to use Contractor's Solid Waste collection services and/or perform collection services in competition with Contractor, and in doing so violates the exclusive grant of franchise given to Contractor in this Agreement, except to the extent that any such conduct results from the City's actions.

2.2 COLLECTION SERVICES PROVIDED BY CONTRACTOR

2.2.1 Distribution of New Solid Waste Carts. Contractor shall distribute new Carts for collection of Solid Waste to all Single-Family Units (and, to the extent they do not currently use bins or roll-off containers, Multi-Family Units) in the Franchise Area then receiving Solid Waste collection service. Each unit shall be provided with one or more Carts equivalent in size and number to the service level for which the unit is then subscribed. City shall provide Contractor a list of all such units in the Franchise Area and the service level to which each is currently subscribed, and Contractor shall be entitled to rely on such list in performing such distribution. City shall use reasonable efforts to ensure that the previous hauler cooperates with such distribution.

2.2.2 Solid Waste Collection Services Frequency. To protect the public health and safety, the arrangements made by Contractor with its customers in the Franchise Area for the collection of Solid Waste, shall provide for the collection of all such waste generated or accumulated in residential, commercial, institutional and industrial premises within the Franchise Area at least once per week, except as otherwise required or permitted by Chapter 8.20 of the Colfax Municipal Code

(a) Single-Family Units. The Contractor shall collect from all Single-Family Units Solid Waste (except Bulky Waste) which has been placed, kept or accumulated in Contractor-provided Carts, on a weekly basis, or more frequently if required by Chapter 8.20(J) of the Colfax Municipal Code. Contractor shall give Single-Family Unit customers a minimum of two (2) weeks advance written notice of any proposed change in a customer's regular collection day, except for temporary changes due to weather or similar transitory conditions.

(b) Multi-Family Units. Contractor shall collect from all Multi-Family Units Solid Waste (except Bulky Waste) which has been placed, kept or accumulated in Solid Waste containers authorized by Contractor, not less often than once per week, except as otherwise required or permitted by Chapter 8.20 of the City Code.

(c) Commercial. Contractor shall collect from all Commercial Premises Solid Waste (except Bulky Waste) which has been placed, kept or accumulated in Solid Waste containers authorized by Contractor, not less often than once per week, except as otherwise required or permitted by Chapter 8.20 of the City Code.

(d) Debris Boxes. Contractor shall provide Single-Family Units, Multi-Family Units and Commercial Premises with debris box service upon the customer's request at rates not exceeding those set forth on Exhibit A. The collection schedule may be less often than once per week where the debris box contains only inert (non-putrescible) waste materials and the City Municipal Code permits.

(e) Bulky Waste. Notwithstanding any other provision of this Agreement, (i) Contractor shall not be required to remove items of a size, weight, and bulk (such as automobiles) from the premises of any customer which are not capable of being removed with the regular equipment and manpower employed by Contractor, and (ii) Contractor will not be required to remove waste building material and other rubbish resulting from the construction, alteration or repair of buildings, housemoving or demolition, unless the customer has made independent arrangements with Contractor for debris box service.

Notwithstanding any other provision of this Agreement, Contractor shall not be required to collect Solid Waste from any Person who has been granted an exception from the mandatory subscription requirement set forth in Section 8.20.020 of the City Code.

2.2.3 Recyclable Materials and Green Waste Collection Services. The Contractor is responsible for maintaining the following levels of service for source-separation programs and Recycling education:

(a) Green Waste Collection Program. Contractor shall offer weekly curbside collection of Green Waste by subscription to Single-Family Units, Multi-Family Units and Commercial Premises in City that concurrently subscribe for Solid Waste collection service from Contractor. Contractor shall offer collection of Green Waste from 32-, 64 and 96-gallon Carts, as subscribed for by the customer.

(b) Commercial Cardboard and Office Paper Collection Program. Upon the customer's request, Contractor shall provide an appropriately sized bin for the separate collection of cardboard and office paper to any Commercial Premises in City that concurrently subscribes for Solid Waste collection service from Contractor and that generates one cubic yard or more of cardboard and office paper per month. Collection frequency shall be at the discretion of the Contractor or within 48 business hours of notification by the customer that the bin is full. The service shall be at no additional charge, except that the customer shall be responsible for payment of a one-time set-up charge. Contractor shall provide the customer a fact sheet describing what types of cardboard and paper are acceptable for placement in the bin. Contractor may discontinue this service to any customer that repeatedly discards unacceptable materials in the bin.

(c) Newspaper Drop-Off Bins. Up to five (5) bins for drop-off of newspaper shall be placed by Contractor in locations identified by City. Bins shall be of sufficient size to prevent overflow of materials and shall be serviced and maintained by Contractor for use by the general public. Contractor may discontinue this service at a particular location if a substantial quantity of material other than newspapers is repeatedly discarded at such location, or if Contractor's bins are not reasonably secure. This service shall be at no charge to City.

2.2.4 Location of Waste Receptacles.

(a) Contractor shall not be required to collect Solid Waste or Green Waste Carts from any location other than curbside, as set forth in Section 8.20(E) of the City Code, unless the premises qualifies for the disability exception set forth in Section 8.20(F) of the City Code.

(b) Contractor shall not be required to collect bins or roll-off containers from any location other than a location mutually agreed to by Contractor and the customer that complies with Section 8.20(G) of the City Code. The fire marshal's approval contemplated by such section shall be deemed given unless and until City notifies Contractor otherwise.

2.2.5 Extra Residential and Commercial Services.

(a) For an additional charge, Contractor shall collect from Residential Units Solid Waste or Green Waste placed in a bag or carton as provided in Section 8.20(L) of the City Code, or bundled as provided in Section 8.20(M) of the City Code, provided that such waste is set out on the customer's regular collection day next to such customer's Carts. For each such bag, carton or bundle so collected, Contractor shall be entitled to charge the customer an "extra bag fee," in addition to such customer's monthly rate, *provided, however*, that no "extra bag fee" will be charged for collection pursuant to Section 2.3.11 or collection of Recyclable Materials separated on an item-by-item basis from non-Recyclable Solid Waste and containing less than five percent (5%) non-Recyclable material that is placed in a Contractor-provided "blue bag" and set out on the customer's regular collection day next to such customer's Carts.

(b) If a customer receiving bin service so requests, (i) Contractor shall provide the customer with a bin pickup on a day other than the customer's normal collection day, or (ii) Contractor shall allow the customer to reload a bin and Contractor shall pick up the bin a second time on the customer's normal collection day. In each case, Contractor shall be entitled to charge an "extra empty fee" to the customer for this service, in addition to the customer's monthly rate.

2.2.6 Sanitation Requirements.

(a) Contractor shall not litter any premises or public property in making collections of waste, nor shall any fluids, waste or leachate be allowed to leak, blow or fall from collection vehicles. However, if in spite of normal precautions against spillage, fluids, litter or leachate spills or leaks on any premises or public property, Contractor shall immediately remove the same and clean up the area of spillage. With respect to spillage or leakage of hydraulic fluid, motor oil, or similar fluids, removal and cleanup of the area of spillage or leakage means application of absorbents to mitigate the effects of the spillage or leakage, and does not include removing any stain that may remain after such absorbents have been applied.

(b) Contractor shall, without delay, after removing waste from any container, replace the container in its designated position with its cover on. Contractor shall repair or replace, at its expense, any containers damaged as a result of Contractor's handling thereof, normal wear and tear excepted.

(c) The Contractor shall not permit containers to be thrown from its trucks to the pavement or parkway, nor in any other way permit damage to occur to containers by Contractor's rough or improper handling thereof, normal wear and tear excepted.

(d) Contractor shall close all gates opened by Contractor after making collections, and shall avoid crossing private or public planted areas and climbing or jumping over hedges and fences.

2.2.7 Hours of Collection. Contractor agrees that, in order to protect the peace and quiet of residents, its arrangements for the collection of Solid Waste and Green Waste will provide that collections for residential areas, and for those portions of commercial districts within 50 feet of residential areas, shall not start before 5:00 A.M. or continue after 6:00 P.M., Monday through Friday, or 8:00 A.M. to 6:00 P.M. on Saturday and Sunday, of each week. Contractor's personnel shall make all collections in a quiet and orderly manner and shall incorporate reasonable noise control features in equipment used by Contractor as may be reasonably requested by City. Contractor agrees to reasonably adjust the hours of commencement of collection operations in selected areas at the request of City where early collection activities have generated numerous complaints from nearby residents.

2.2.8 Collection on Holidays. If a customer's regularly scheduled collection day falls on a Legal Holiday, Contractor may provide collection service to such customer on the work day next following such holiday. If Contractor elects to adjust its collection schedule as stipulated herein, all subsequent collection days during that holiday week may be moved back one day in the discretion of Contractor, after Contractor has provided advance written notification to the customers affected by the adjustment.

2.2.9 Medical, Hazardous and Special Wastes. Contractor shall have the non-exclusive right under this franchise, but is not obligated to, collect, transport and dispose of material defined as Hazardous Waste or Special Waste herein. Except for services expressly provided for under this Agreement, if and to the extent Contractor exercises such right, Contractor shall negotiate separate contracts and rates for Hazardous and Special Waste collection with each individual customer, which rates shall not require advance City approval, but may be reviewed by the City in its discretion at the request of any customer. Contractor shall not engage in the collection of Medical Waste except to the extent expressly provided in this Agreement; however, Contractor may form a separate and independent company to engage in the collection and disposal of Medical Waste. City reserves the right to franchise other parties to perform Hazardous, Medical and Special Waste handling, provided that any such franchises shall be non-exclusive in the case of Medical Waste.

2.2.10 Special Collection Services. City reserves the right to issue a permit for providing special collection and disposal service to a customer if, upon request of the customer, the City determines that the waste generated by said customer or the proposed use or manner of disposal is of such a special nature that it cannot reasonably be collected or disposed of by the Contractor under the terms of this Agreement.

2.2.11 Routes and Changes. Subject to the limitations in this section, the Contractor shall be required to provide Solid Waste and Green Waste collection service to customers only on City-maintained roads, and on non-City maintained private roads that are in a safe and good traveling condition.

(a) Customers whose parcels are not along roads that meet the above standard and who are not receiving curbside collection service from Contractor can make arrangements with Contractor for Contractor to bring their Carts (but not bins or roll-off containers) to a public road for collection by Contractor.

(b) In the event any road is unsafe or in such a state of disrepair that such will be either hazardous or potentially cause injury to the vehicles of Contractor, Contractor shall not be required to provide service to customers on said road.

(c) Upon request by City, Contractor shall provide City a list of customers in the Franchise Area including name, address, route, level of service, and day of collection service. Before any change in the collection schedule on the various routes throughout the Franchise Area is made by the Contractor, Contractor shall obtain the written approval of the City at least seven (7) days in advance of such change in the collection schedule. Contractor shall, at its own expense, notify the customers affected by such change in the collection schedule, at least seven (7) days before such change becomes effective.

2.2.12 Non-Collection Tags. Contractor shall not be required to collect Solid Waste or Green Waste for any of the following reasons: (i) setout not in compliance with the City Code; (ii) setout otherwise improper (e.g., not in compliance with Sections 2.2.4(a) or (b), container lid not fully closed, etc.); (iii) overweight container; (iv) Contractor reasonably believes that the container contains Hazardous Waste, Medical Waste or Special Waste; or (v) Contractor reasonably believes that a Green Waste container contains 5% or more of materials not comprising Green Waste. When Solid Waste or Green Waste is not collected from a customer for any of the above reasons, Contractor shall immediately attach a tag to the container not so collected (if accessible to Contractor) which clearly identifies the reasons for such non-collection. If, after Contractor has placed a non-collection tag on a customer's container, the customer requests that Contractor return to collect the container (properly set-out, and with any contamination removed), then Contractor shall collect such container within one business day of the customer's request, and shall be entitled to charge the customer the "extra empty fee" referred to in Section 2.2.5(b).

2.3 ADDITIONAL OPERATIONS AND SERVICES; MARKETING OF RECYCLABLE MATERIALS; TRANSFER AND DISPOSAL

2.3.1 Street Sweeping. Contractor shall at no charge to City provide street sweeping service to City as specified in this section. Street sweeping shall include the proper permanent disposal of the sweeper contents at the Landfill. Contractor shall sweep all the streets set forth in Exhibit C on a monthly basis, provided that such streets are paved and have curbs and gutters, and excluding streets in such a state of disrepair that sweeping may be hazardous to persons or property. Contractor shall furnish all labor, material and equipment necessary for street sweeping and the proper permanent disposal of the sweeper contents. Contractor shall be the exclusive provider of street sweeping service within the Franchise Area. City and Contractor shall cooperate to provide reasonable notice, on an ongoing basis, to City's residents of street sweeping days and routes so that the number of cars and other obstacles in the street

that might hinder the street sweeping may be minimized. Contractor shall not be responsible for sweeping portions of streets that are blocked or covered by cars or other obstacles.

2.3.2 Public Facilities. The Collector shall where necessary provide bins for, and shall collect refuse at least once each week without charge from, those City-owned facilities listed on Exhibit B.

2.3.3 Universal Waste Program. Contractor shall at no additional charge collect Universal Waste once per month at the curbside for residential customers who call in advance to request the service. Universal Waste will be transported to Contractor's Shale Ridge Road facility, the Material Recovery Facility, or another appropriate facility for processing and recycling.

2.3.4 Cooking Oil Program. Contractor shall at no additional charge collect used cooking oil once per month at the curbside for residential customers who call in advance to request the service. The oil must be placed for collection in an appropriate container, such as a plastic one-gallon milk jug, that has been securely closed to prevent leakage or spillage. Used cooking oil will be transported to Contractor's Shale Ridge Road facility, the Material Recovery Facility, or another appropriate facility for processing and recycling.

2.3.5 Battery Drop-Off Program. Contractor shall permit Colfax residents and business to drop off used household and car batteries at no charge at Contractor's Shale Ridge Road facility during the facility's regular opening hours (which are currently seven days per week, 8:00 AM to 4:45 PM, except Thanksgiving Day, Christmas Day and New Year's Day). In addition, Contractor will partner with businesses in Colfax to provide drop-off areas in convenient locations such as grocery stores. Contractor will arrange for a minimum of 10 such drop-off locations and will pick up batteries and deliver them to the household hazardous waste facility at the Material Recovery Facility, Contractor's Transfer Station in Auburn, or another appropriate facility.

2.3.6 Special Events. Contractor shall provide Solid Waste collection service for each of the special events listed on Exhibit B once per year at no charge to City. Such service shall consist of provision of containers of the sizes and for the dates specified on Exhibit B, and disposal of their contents at the end of the event.

2.3.7 Emergency Services.

(a) Emergency Street Sweeping. Emergency street sweeping will be provided at a reasonable frequency on an on-call basis at City's request and at no charge to City. Currently, phone numbers of key Contractor employees are in possession of Colfax staff for emergency purposes.

(b) Emergency Dead Animal Pickup. Contractor shall provide equipment and personnel for pickup of dead animals not larger than a deer from public rights of way and transport of the same to the Placer County Animal Shelter in Auburn or other appropriate facility. This service shall be provided at a reasonable frequency on an on-call basis at City's request and at no charge to City.

2.3.8 Sharps Drop-Off Program. Contractor shall permit Colfax residents and business to drop off sharps at no charge at Contractor's Shale Ridge Road facility during the facility's regular opening hours.

2.3.9 Motor Oil Drop-Off Program. Contractor shall permit Colfax residents and business to drop off used motor oil at no charge at Contractor's Shale Ridge Road facility during the facility's regular opening hours, subject to a state-imposed limit of five gallons per drop-off.

2.3.10 Annual Household Hazardous Waste Drop-Off Program. Subject to Contractor's negotiation of a commercially reasonable agreement with a third-party provider of household hazardous waste collection services (the "HHW Provider") reasonably acceptable to City, Contractor shall arrange for an HHW Provider to offer an annual one-day event at which Colfax residents may at no charge drop off household hazardous waste at a location in Colfax to be determined in collaboration with City. The HHW Provider shall transport the household hazardous waste so collected to an appropriate hazardous waste facility. Notwithstanding any other provision of this Agreement, the HHW Provider shall be solely responsible for all aspects of its activities, and Contractor shall have no liability with respect thereto. Contractor's sole obligation under this Section 2.3.10 shall be to use commercially reasonable efforts to arrange for an HHW Provider to provide the aforementioned services; under no circumstances shall Contractor be required to collect household hazardous waste itself, nor shall the HHW Provider be deemed a subcontractor of Contractor.

2.3.11 Annual Spring Clean-Up Program. Contractor shall offer a spring clean-up event for residential customers one day per year whereby Contractor will at no additional charge collect up to one cubic yard per residence of Solid Waste and Green Waste combined that is set out as described in Section 2.2.5(a).

2.4 DIRECTION OF DISPOSAL OF SOLID WASTE

Contractor shall deliver to the Materials Recovery Facility all Solid Waste and Green Waste collected by Contractor pursuant to this Agreement, without sorting or processing any of the same, except that Contractor may remove materials for Recycling purposes or to prevent damage to the Materials Recovery Facility or Contractor's equipment or vehicles. Contractor may use one or more of its transfer stations to effect such deliveries.

2.5 HAZARDOUS WASTE SCREENING AND NOTIFICATIONS

2.5.1 Compliance With Hazardous Waste Laws. The parties hereto recognize that federal, state and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Contractor's responsibility, directly or through its advisors, to keep current on the regulations regarding such substances, to identify such substances, and to comply with all federal, state, and to the extent not inconsistent with this Agreement, local regulations concerning such substances.

2.5.2 Notice to Agencies Regarding Toxics. Contractor has represented to City that Contractor will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substances Control and local emergency response providers, and, if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed by Contractor in Solid Waste anywhere within the City, including on, in, under or about City's property, including streets, easements, rights of way and City's waste containers. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain reportable quantities of Hazardous Wastes unlawfully disposed of or released on City's property, including streets, storm drains, or public

rights of way, Contractor will also immediately notify the Solid Waste Program Manager or his/her designee.

2.5.3 Inspection for Toxics. Contractor shall conduct a visual inspection, consistent with its normal operating procedures, of all Solid Wastes that it collects, transports and/or disposes pursuant to this Agreement for the purpose of discovering, identifying and refusing to collect, transport and dispose of Hazardous Wastes.

2.5.4 No Collection or Disposal of Hazardous Waste. Except as provided in Section 2.2.9, Contractor shall not collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste.

2.6 COLLECTION EQUIPMENT

2.6.1 Vehicle Standards. Contractor warrants that it shall provide an adequate number of vehicles and equipment for the collection, transportation, and disposal services for which it is responsible under this Agreement.

(a) All vehicles used by Contractor under this Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted.

(b) Solid Waste collection vehicles shall be washed such that they are maintained in a reasonably clean and sanitary condition. Contractor's name, telephone number and vehicle number shall be visibly displayed on its vehicles.

(c) Loads shall be kept completely covered at all times except when material is being loaded or unloaded, or when vehicles are in route or in the process of collection. Collection vehicles shall be designed and operated while in route in such a manner as to prevent mechanical fluids or Solid Waste, including leachate, from leaking, escaping or spilling. Any spillage of fluids or materials shall be immediately cleaned up by Contractor at Contractor's sole expense.

(d) The noise level generated by compaction vehicles using compaction mechanisms during the stationary compaction process shall be such that it does not unreasonably interfere with the quiet enjoyment of nearby properties.

(e) The equipment of Contractor used under this Agreement shall be subject to inspection by City on a semi-annual basis but shall not be subject to any permit fees therefor.

2.6.2 Equipment List. Not more than once per year, upon City's request, Contractor shall provide the City a written list of all collection and transportation equipment (including trucks and containers) being used by Contractor within the Franchise Area, including make and model, age, mileage or hours of operation and type of vehicle.

2.6.3 Low Emissions Requirement. If changes in federal, state or local laws, including, but by no means limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq., and the Federal EPA's Highway Diesel Fuel Sulfur regulations, mandate that Contractor convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions, Contractor shall

take all necessary steps to so comply, and shall be in full compliance with all other local, state and federal clean air requirements.

3. BILLING AND PAYMENT

3.1 CONTRACTOR BILLING

3.1.1 Billing For Services. Contractor shall bill all customers in the Franchise Area for collection and hauling services provided pursuant to this Agreement at rates not greater than the Maximum Rates set forth on Exhibit A, as adjusted from time to time in accordance with this Agreement. Contractor shall provide itemized bills, distinctly showing charges for all classifications of services provided to the customer, including the charges for late payments, where applicable.

3.1.2 Frequency. Billings must be made no less frequently than every quarter and may be mailed at the beginning of the billing period for all services to residential and commercial customers. If a customer not previously receiving collection service initiates service, the charges for collection service for the period between the commencement of service and the end of the then-applicable billing period shall be added to the next billing period.

3.1.3 Late Charges. All bills issued by Contractor pursuant to this Agreement shall be due and payable by customers upon receipt. A late charge of ten percent (10%) of the amount due shall be imposed on the first day of the third month following the date such bill was due and payable. In addition to such ten percent (10%) amount, an additional late charge of two percent (2%) per quarter of the amount due shall be imposed on the first day of the third month following the date such bill was due and payable, and on each billing due date thereafter, until there is payment in full of the amount due, plus all penalties.

3.2 LIEN PROCEDURE

3.2.1 On or before January 31 of each year, Contractor shall provide City with a listing of all accounts in the Franchise Area with bills more than 60 days past due ("delinquent bills"), together with a formal request for the reimbursement of the same. Such listing shall be in a form approved by City. The amount of a delinquent bill includes all late charges thereon.

3.2.2 On the first Monday in March of each year, City shall, with respect to each then delinquent bill, place a lien on the lot or parcel of land to which Contractor's services were rendered providing for payment in full of the delinquent bill, and shall record such lien with the county recorder. Upon such recording, Contractor shall return the delinquent portion of the customer's account to zero. If the amount of the delinquent bill is paid to City, City shall reimburse Contractor the total amount of the delinquent bill within 60 days of receipt of the same. Contractor shall credit or return to the customer any payments received from such customer after January 31 of each year with respect to delinquent bills.

3.2.3 This Section 3.2 shall survive the expiration or earlier termination of this Agreement until such time as Contractor has been reimbursed in full for all delinquent bills. For the avoidance of doubt, City shall continue to diligently perform its obligations under this Section 3.2 notwithstanding that one party may have notified the other of its intention to terminate this Agreement.

4. PAYMENTS AND RATES

4.1 FEES FOR PROVIDING COLLECTION SERVICES WITHIN THE FRANCHISE AREA

4.1.1 General. Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the Maximum Rates set forth on Exhibit A, as adjusted from time to time pursuant to the terms of this Agreement. As of the Commencement Date, the Maximum Rates shall be as set forth on Exhibit A.

4.1.2 Rate Components. The Maximum Rates shall consist of three distinct rate components: (1) a "Service Cost" component, which reflects all costs incurred by Contractor (other than Disposal and Processing Fees) to perform the services required to be performed by it under this Agreement, and Contractor's profit, (2) a component that reflects Disposal Fees, and (3) a component that reflects Processing Fees.

4.1.3 Exclusive Compensation. Contractor shall obtain, supply and provide all labor, materials, vehicles, equipment, and all other things implied or reasonably necessary to render all of the services and perform all covenants described in this Agreement. The rates charged by Contractor in accordance with this Agreement shall be Contractor's sole and exclusive compensation for its services and performance under this Agreement, and Contractor shall not be entitled to any other compensation for such services and performance, except for revenue from the sale of Recyclables and except as expressly provided for in this Agreement.

4.1.4 Annual Adjustment. The Maximum Rates shall be subject to annual adjustment, commencing on July 1, 2012 and each succeeding July 1st of each year thereafter during the remaining Term of this Agreement, using the methodology described in Section 4.5 below.

4.2 FRANCHISE FEE

Contractor shall pay to City a Franchise Fee as consideration for the exclusive collection franchise granted hereunder. The Franchise Fee shall be $10,750 per quarter, which equals $43,000 per year. The Franchise Fee shall be due and payable quarterly within forty-five (45) days following the end of each quarter. This Section 4.2 is subject to Section 5.6.3.

4.3 EXTRAORDINARY CHANGES IN COSTS OR REVENUES

4.3.1 In the event that any change in (i) Applicable Law or Environmental Law, (ii) the boundaries of the Franchise Area, or (iii) the locations to which Contractor is required to transport Solid Waste or Green Waste collected pursuant to this Agreement occurs during the Term of this Agreement, and such change results in an increase or decrease in Contractor's costs of performing its obligations under this Agreement or in Contractor's revenues from this Agreement, then Contractor may apply to the City for an increase in Maximum Rates, or City may initiate proceedings to decrease Maximum Rates. The moving party shall submit to the other party a thorough written explanation of the change, the unaccounted for increase or decrease in costs or revenues resulting from such change, and the adjustment in Maximum Rates that such party proposes, together with such other data and supporting documentation as may be reasonably required to substantiate such party's position.

4.3.2 If Contractor is the moving party, then, upon providing reasonable justification to City that such a change occurred and that it caused Contractor's costs to increase or its revenues to decrease, Contractor shall be entitled to an increase in Maximum Rates in an

amount sufficient to cover all Contractor's reasonable increased costs (plus a 10% profit margin) or decreased revenues arising out of or relating to such change from the dates such increased costs or decreased revenues occurred. City shall use its best efforts to ensure that Maximum Rates are so increased within 60 days after Contractor submits its application.

4.3.3 If City is the moving party, then, upon providing reasonable justification to Contractor that such a change occurred and that it caused Contractor's costs to decrease or its revenues to increase, City shall be entitled to reduce Maximum Rates in an amount not greater than Contractor's reasonable decreased costs (plus a 10% profit margin) or increased revenues arising out of or relating to such change from the dates such decreased costs or increased revenues occurred. Contractor shall be entitled to at least 60 days' advance written notice and an opportunity to be heard by and present evidence to the City Council if the City initiates proceedings to reduce Maximum Rates hereunder.

4.4 ADJUSTMENTS FOR CHANGES IN SCOPE

If City wishes Contractor to change its services under this Agreement or to provide new services, then City shall notify Contractor in writing, and the parties shall negotiate in good faith for a period of 60 days the terms of such new or changed services and the compensation payable to Contractor with respect to such new or changed services. Contractor shall not be required to begin providing such new or changed services until the City Council has adopted Maximum Rates mutually agreed by City and Contractor to compensate Contractor for such new changed services, and such Maximum Rates have taken effect.

4.5 ANNUAL COLA ADJUSTMENT METHODOLOGY

The Service Cost component of each Maximum Rate shall be adjusted for a cost of living adjustment (COLA) effective on July 1st of each year during the Term of this Agreement for the succeeding Operating Year, commencing July 1, 2012. Contractor shall submit its calculation of the COLA to City on or before May 1 of each year.

The COLA shall be determined as follows:

COLA = 0.10 + 0.45 x (ECIi/ECI0) + 0.45 x (PPIi/PPI0)

OY = Operating Year commencing each July 1st and ending the subsequent June 30th.

ECIi = Employment Cost Index, Wages and Salaries, Private Industry, Manufacturing; Production, Transportation, and Material Moving Occupations, Not Seasonally Adjusted (Series ID: CIU2023000500000I) as published by the United States Department of Labor, Bureau of Labor Statistics for the fourth quarter of the prior Operating Year to the year the adjustment is to be made (e.g., adjustment for OY 11/12 will utilize statistics from the fourth quarter of 2010).

ECI0 = Employment Cost Index, Wages and Salaries, Private Industry, Manufacturing; Production, Transportation, and Material Moving Occupations, Not Seasonally Adjusted (Series ID: CIU2023000500000I) as published by the United States Department of Labor, Bureau of Labor Statistics for the fourth quarter of 2010.

PPIi = The Producer Price Index, All Commodities, Not Seasonally Adjusted (Series ID: WPU00000000) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of December of the prior Operating Year to the year the adjustment is to be made (e.g., adjustment for OY 11/12 will utilize statistics from December, 2010).

PPI0 = The Producer Price Index, All Commodities, Not Seasonally Adjusted (Series ID: WPU00000000) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of December, 2010.

In the event any of these indices are no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in the Maximum Rates shall be calculated to the nearest cent ($.01).

The COLA applied to the Maximum Rates in any given year shall not under any circumstances exceed four percent (4%). If the COLA as calculated using the foregoing formula exceeds four percent (4%) for a given year, the percentage by which the COLA exceeds four percent in that year shall be carried forward and added onto the next year's COLA percentage resulting from the formula if it is below four percent; provided that the resulting COLA for the following year shall not exceed four percent (4%). There shall be no carry forward of unused COLA percentage increases to a third consecutive year. By way of example, if the COLA for the first year is 4.3%, then .3% shall be carried forward to the second year. If the COLA for the following year as calculated using the formula is 3.8%, then the COLA as applied to Contractor rates and fees in the second year shall be increased to 4.0%, and the remaining .1% of the prior year's COLA increase shall not be carried forward to the third year.

If the COLA calculated using the foregoing formula is negative for a given year, Maximum Rates shall not be COLA-adjusted for that year.

4.6 ADJUSTMENT OF DISPOSAL AND PROCESSING FEES

The initial Disposal and Processing Fee components of each Maximum Rate are based on the current per-ton Disposal and Processing Fees, which are set forth on Exhibit A. In the event of a change in the Disposal Fee, the Disposal Fee component of each Maximum Rate shall be increased or decreased, as the case may be, by the percentage increase or decrease in the Disposal Fee. In the event of a change in the Processing Fee, the Processing Fee component of each Maximum Rate shall be increased or decreased, as the case may be, by the percentage increase or decrease in the Processing Fee. All such adjustments shall take effect as of the effective date of the underlying change to the Disposal or Processing Fee. If a change to the Disposal or Processing Fee occurs before Maximum Rates can be adjusted, Contractor shall be entitled to factor any increased costs incurred as a result of the delay into the Maximum Rate adjustment made pursuant to this Section 4.6.

Either party may initiate proceedings to adjust Maximum Rates pursuant to this Section 4.6. The moving party shall submit to the other party a written description of the change in Disposal or Processing Fees, reasonable documentation evidencing the change, and the moving party's calculations of the adjustment in Maximum Rates (and in the Disposal or

Processing Fee component thereof) resulting from the change. Upon provision of such information and documentation, and confirmation of the correctness of such calculations, the moving party shall be entitled to the adjustment contemplated by this section. City shall use its best efforts to ensure that any increase in Maximum Rates under this section occurs within 60 days after Contractor submits its application therefor. If City initiates proceedings to reduce Maximum Rate hereunder, Contractor shall be entitled to at least 60 days' advance written notice and an opportunity to be heard by and present evidence to the City Council.

4.7 DELAY IN RATE ADJUSTMENTS

If City does not cause a Maximum Rate adjustment to which Contractor is entitled under this Agreement to take effect (i) on July 1, in the case of COLA adjustments, (ii) sixty (60) days after Contractor submits its application for such adjustment, in the case of adjustments pursuant to Section 4.3 or 4.6, or (iii) as provided in this Agreement, in the case of other adjustments, then, in addition to any other available remedies under this Agreement or at law, such adjustment shall be increased to account for the shortfall in revenues resulting from such delay, plus interest on the shortfall at the Wall Street Journal Prime Rate plus 2%, adjusted annually.

5. GENERAL PROVISIONS

5.1 RECORDS AND ACCOUNTING

5.1.1 Service Records. Contractor shall maintain all records generated by it relating to the services provided hereunder, including, but not limited to, customer lists and records, billing records, route maps/route listings, AB 939 records, service records, operating statistics, and customer complaint records, for a period of five (5) years from the date of the generation of each such record, except that records of customer complaints need only be maintained for a period of twenty-four (24) months as provided in Section 5.4.2(b). The City or its agent(s) shall have the right, upon ten (10) business days advance written notice, to inspect all such records that reasonably relate to Contractor's compliance with the provisions of the Agreement. Such records shall be made available to City for inspection at Contractor's regular place of business during Contractor's regular business hours. City shall treat all information provided by Contractor pursuant to this paragraph as confidential information to the maximum extent permitted by Applicable Law, and such information shall not be used or disclosed by City except as expressly authorized hereby. City shall not make or retain copies or photocopies containing information set forth in Contractor's confidential records without executing a confidentiality agreement acceptable to Contractor providing that City shall hold and keep such copies and photocopies confidential. The confidentiality agreement shall be negotiated in good faith between the City and Contractor.

5.1.2 Public Records. Nothing in this section will prevent City from allowing public access to City's records as provided for under the California Government Code, provided that City complies with this Section 5.1. If City receives a request under the California Public Records Act, or by subpoena, for any information made available to City under this Section 5.1, City shall provide five days notice to Contractor before releasing the information, to permit Contractor to object to the release of the information requested or subpoenaed. If any dispute arises as to the disclosure of or public access to information provided by Contractor under the terms of this Agreement, the City shall disclose or provide public access to said information only after offering the defense of any claims made against the City for disclosure of or public access to said information to Contractor.

5.1.3 City Access to Customer Lists. Upon reasonable notice or as otherwise agreed herein, and at those times designated by the City, Contractor shall supply to the City lists of the names of all customers of Contractor who are provided any service by Contractor within the Franchise Area. At the same or other time, the City may request, and the Contractor shall provide, information specifying each customer's address, type of service provided to that customer, the number and type of authorized Solid Waste containers used by or provided to each customer, and whether the customer is delinquent in payments.

5.2 REPORTS

5.2.1 Annual Reports. Within one hundred and twenty (120) days after the end of each Operating Year, Contractor shall submit to the City a written annual report, in a form approved by City, including, but not limited to, the following information:

(a) A summary of the previous year's activities (or in the case of the initial year, the initial year's activities), including, but not limited to, services begun or discontinued during the Operating Year, and the number of customers for each class and level of service;

(b) A list of Contractor's officers and members of its Board of Directors.

5.2.2 Other Information. Contractor shall submit to the City such other information or reports with respect to Contractor's performance of its obligations hereunder in such forms and at such times as the City may reasonably request. All reports and records required under this or any other section shall be furnished by the Contractor, and the expense therefor in the gathering and preparation of such information, reports and records shall be Contractor's.

5.2.3 AB 939 Requirements. During the Term of this Agreement, Contractor shall submit to City semi-annually, or more often if required by law, information that Contractor is required by law or by the express terms of this Agreement to collect, and that is reasonably required by City to meet its reporting obligations imposed by AB 939, and the regulations implementing AB 939, in a manner approved by City. Contractor agrees to submit such reports and information in a format compatible with City's computers if reasonably requested by City.

5.2.4 Failure to Report. The refusal, failure or neglect of the Contractor to file any of the reports required hereunder, or to provide material information to City as required hereunder, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by the Contractor in any report hereunder, shall be deemed a material breach of this Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the City under this Agreement, subject to Contractor's right to receive notice and an opportunity to cure as provided in Section 5.9.

5.3 PRIVACY

5.3.1 Privacy of Customer Information. Contractor shall use reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or contents of a customer's Solid Waste or Green Waste, shall not be intentionally revealed to any Person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or any

other reports requested by the City under this Agreement or required or requested by any governmental agency.

5.3.2 Mailing Lists. Contractor shall not market or distribute outside the normal course of its business mailing lists with the names and addresses of customers.

5.4 PUBLIC ACCESS TO CONTRACTOR

5.4.1 Office Hours. Contractor shall maintain an office open to the public and customers at 12305 Shale Ridge Road in Auburn, California. Contractor's office hours shall be, at a minimum, from 8:00 A.M. to 12:00 P.M., and from 1:00 P.M. to 4:30 P.M. daily, on all collection days, excluding holidays. A representative of Contractor shall be available during office hours for communication with the public at Contractor's principal office. Contractor shall also provide City with an emergency telephone number for use during other than normal business hours. Contractor shall have a representative, informative answering device or answering service available at said after-hours telephone number during all hours other than normal office hours.

5.4.2 Service Complaints.

(a) All customer complaints shall be directed to Contractor. Contractor shall record all complaints received by mail, by telephone, or in person (including date, name, address of complainant and nature of complaint). Contractor agrees to use commercially reasonable efforts to resolve all complaints by the close of business of the second business day following the date on which such complaint is received. Service complaints may be investigated by the Solid Waste Program Manager or his/her designee if a settlement satisfactory to the complainant and the Contractor is not reached, and the complainant refers the matter to the Solid Waste Program Manager or his/her designee for review.

(b) Contractor will maintain records listing the date of all customer complaints, the name and address of the customer, the nature of the complaint, and when and what action was taken by the Contractor to resolve the complaint. All such records shall be maintained for a period of twenty-four (24) months. Contractor shall provide complaint records to City upon request.

(c) The Solid Waste Program Manager or his/her designee may determine if a customer's complaint referred to him or her pursuant to Section 5.4.2(a) is justified, and if so, what reasonable remedy, if any, shall be imposed. The remedy under this section shall be limited to a rebate of the customer's payments to Contractor (or a portion thereof) related to the period Contractor breached any of the terms of this Agreement with respect to the customer, provided that the statute of limitations under Applicable Law shall not have expired, and provided further that the customer notifies Contractor within 30 days of the breach.

5.4.3 Government Liaison Person. The Contractor shall designate a "government liaison person" who shall be responsible for working with the Solid Waste Program Manager or his/her designated representative to resolve consumer complaints.

5.4.4 Regular Meetings With City. At the reasonable request of City, Contractor shall meet with the City to discuss matters of mutual concern, including, but not limited to, problems in Contractor's service, City's compliance with AB 939 and future planning. The person

attending these meetings on behalf of Contractor shall be vested with sufficient authority to make decisions binding on Contractor.

5.5 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor warrants that in performing its obligations under this Agreement it will comply in all material respects with all Applicable Laws in effect during the Term of this Agreement, including implementing regulations, as they may, from time to time, be amended, and it will comply in all material respects with all local laws and regulations applicable to Contractor to the extent they are not inconsistent with the terms of this Agreement. Contractor shall comply with all final and binding judgments entered against Contractor regarding its services performed under this Agreement. Nothing in this Section 5.5 shall be deemed to limit Section 5.6.3.

5.6 INDEMNIFICATION

As used in this section, "City Indemnified Parties" means the City and its City Council, officers, directors, employees, agents, consultants, representatives, successors and assigns.

5.6.1 Indemnification of City. Contractor shall defend, indemnify, and hold the City Indemnified Parties harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs (collectively, "Claims") incurred, brought for, or on account of, injuries to or death of any person, including, but not limited to, workers, City employees, and the public, or damage to property, in each case to the extent such Claims are caused by Contractor's failure to perform its obligations under this Agreement, Contractor's failure to comply with Applicable Law in the performance of this Agreement, or Contractor's negligence or willful misconduct, in each case, except to the extent such Claims are caused by the negligence or willful misconduct of any City Indemnified Parties, and except as expressly prohibited by statute. The foregoing indemnity shall apply if the Claim is caused by the joint negligence of any City Indemnified Parties and Contractor, but only to the extent of Contractor's negligence. This duty of Contractor to indemnify and save City Indemnified Parties harmless includes the duties to defend set forth in California Civil Code Section 2778.

5.6.2 Hazardous Substance Indemnification. Contractor shall protect, defend (with counsel selected by Contractor and reasonably acceptable to City), indemnify and hold harmless the City Indemnified Parties from and against all claims for actual damages, natural resources damages, punitive damages, restitution, injuries, costs, response costs, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to reasonable attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, the City Indemnified Parties, arising out of or resulting from the release or threatened release by Contractor of any Hazardous Waste or Hazardous Materials collected, transported, received, and/or disposed of by Contractor in connection with this Agreement, including, without limitation, any repair, cleanup, detoxification, or preparation and implementation of any removal, remedial, response, closure, corrective action or other plan (regardless of whether undertaken due to governmental action) pertaining to any such release. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the City Indemnified Parties from liability. This

provision shall survive the termination of this Agreement between Contractor and the City. The foregoing indemnity shall not have any dollar limitation. The foregoing indemnity is for the exclusive benefit of the City Indemnified Parties and in no event shall such indemnity inure to the benefit of any third party. The foregoing indemnity shall supersede any other environmental indemnities of the Contractor under this Agreement. The foregoing indemnity shall not apply with respect to: (1) any Hazardous Waste or Hazardous Materials generated by the City and delivered by the City to Contractor; or (2) the disposal or release of Hazardous Materials or Hazardous Waste, which disposal or release has resulted from the active negligence or willful misconduct of City. Nothing in these exclusions shall be deemed a waiver of any other rights or claims the City may have against Contractor independent of this indemnity.

5.6.3 Proposition 218.

(a) Notwithstanding any other provision of this Agreement or Applicable Law, Contractor shall have no indemnity, defense or other obligation or liability to any City Indemnified Party with respect to, and City shall hold Contractor harmless against, any Claims arising out of, relating to or caused by City's alleged or actual failure to comply with Article XIIIC or XIIID of the California Constitution, including without limitation any action, suit or other proceeding alleging any such failure.

(b) If a court ruling, majority protest, initiative or referendum (each, a "Restriction") prevents Maximum Rates from being established or increased as required by this Agreement, or reduces Maximum Rates from the levels otherwise required by this Agreement, then: (i) either City or Contractor may terminate this Agreement upon two years' prior written notice to the other, (ii) the Franchise Fee shall be reduced by the amount of revenue lost to Contractor by reason of the Restriction, and (iii) if the amount of revenue lost to Contractor by reason of the Restriction exceeds the Franchise Fee, the Franchise Fee shall be reduced to zero, and the parties shall promptly meet and negotiate in good faith to reduce service levels commensurate with the rates that Contractor may legally charge.

(c) If an action, suit or other proceeding is filed or initiated alleging that City or Contractor failed to comply with, or that any provision of this Agreement is inconsistent with, Article XIIIC or XIIID of the California Constitution, then either City or Contractor may terminate Contractor's obligation to pay the Franchise Fee upon written notice to the other. If a court rules that the Franchise Fee is inconsistent with Article XIIIC or XIIID, then Contractor shall cease paying the Franchise Fee to the extent doing so would be inconsistent with Article XIIIC or XIIID. If Contractor's obligation to pay the Franchise Fee is terminated or ceased by operation of this Section 5.6.3(c), then the parties shall cooperate to reduce Maximum Rates commensurately within 60 days of such termination.

(d) Contractor shall not be liable to City for any reduction in or non-payment of the Franchise Fee by reason of the operation of this Section 5.6.3, nor shall any such reduction or non-payment invalidate this Agreement. Nothing in this Agreement shall be deemed or construed to be an admission by City or Contractor that Articles XIIIC or XIIID of the California Constitution apply to the rates charged by Contractor under this Agreement.

5.6.4 Survival. This Section 5.6 shall survive the expiration or termination of this Agreement.

5.7 INSURANCE

5.7.1 Insurance Coverage. Contractor, at Contractor's sole cost and expense, shall procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and shall maintain in force at all times during the Term the following types and amounts of insurance:

(a) Workers' Compensation and Employer's Liability. Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain Employer's Liability insurance in an amount not less than Five Million Dollars ($5,000,000) per accident or disease.

(b) General Liability and Automobile Liability. Contractor shall maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) aggregate covering all claims and all legal liability for Personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of Contractor's performance of, or its failure to perform, services under this Agreement.

The insurance required by this subsection shall include:

(i) Premises Operations (including X, C and U coverages;

(ii) Products and Completed Operations, protecting against possible liability resulting from use of Recyclable Materials by another Person;

(iii) Personal Injury Liability with Employment Exclusion deleted; and

(iv) Broad Form Blanket Contractual, with no exclusions for bodily injury or property damage.

Contractor shall also maintain Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of Five Million Dollars ($5,000,000) combined single limit per accident.

The Commercial General Liability and Automobile Liability insurance required by this section shall be written on an "occurrence" (or in the case of Automobile Liability, on an "accident" basis), rather than a "claims made" basis, if such coverage is readily obtainable for a commercially reasonable premium. If it is not so obtainable, Contractor must arrange for an extended reporting period ("tail coverage") to protect the City from claims filed within one (1) year after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination.

(c) Pollution Liability. Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of Two Million Dollars ($2,000,000) covering liability arising from the sudden and accidental release of pollution at Contractor's Transfer Station in Auburn.

(d) Property Insurance Policy. Contractor shall maintain comprehensive (fire, theft and collision) property insurance covering the vehicles and the machinery and equipment that is owned by Contractor and used in providing service to the City under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand Dollars ($50,000).

All insurance companies required by this section shall be issued by an insurance company or companies admitted to do business in California, subject to the regulation by the California Insurance Commissioner, and with a rating in the most recent edition of Best's Insurance Reports of size category X or larger, and a rating classification of A- or better, except for the Pollution Liability policy which may be issued by any company subject to the approval of City, which approval shall not be unreasonably withheld. The City Risk Manager may waive some or all of these conditions, in his sole discretion, if Contractor provides evidence that the required insurance cannot be obtained for a commercially reasonable price from a company or companies that meet(s) the forgoing qualifications.

5.7.2 Required Endorsements

(a) The Worker's Compensation policy shall contain an endorsement in substantially the following form:

(i) "Insurer waives all right of subrogation against the City and its officers and employees for losses arising from work performed for the City."

(b) The Commercial General Liability policy shall contain endorsements in substantially the following form:

(i) "The City, its officers, employees, and agents are additional insureds on this policy."

(ii) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

(iii) "Inclusion of the City as an insured shall not affect the City's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the insurer's liability as set forth in the policy beyond the amount shown or to which the insurer would have been liable if only one party had been named as an insured."

(c) The Property Insurance policy shall contain the following endorsement:

(i) Waiver of subrogation against the City.

5.7.3 Delivery of Proof of Coverage. No later than ten (10) business days after the execution of this Agreement by the parties, Contractor shall furnish the City certificate(s) of insurance covering each policy of insurance required under this Section 5.7, in form and substance reasonably satisfactory to the City. Each such certificate shall show the type and amount of coverage, effective dates and dates of expiration of policies, and all required endorsements. If the City requests, copies of each policy, together with all endorsements, shall

also be promptly delivered to the City. At City's request, Contractor shall furnish updated certificates to the City to demonstrate maintenance of the required coverages throughout the Term of this Agreement.

5.7.4 Other Insurance Requirements.

(a) In the event any services hereunder are delegated by Contractor to a subcontractor, Contractor shall require all such subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The general liability insurance required by this section shall cover Contractor's liability for acts of its subcontractors or each subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this section.

(b) Contractor shall comply with all requirements of the insurers issuing policies and shall require its subcontractors to do so. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed by this Section 5.7. If any Claim is made by any third Person against Contractor or any subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to the City. If Contractor fails to procure and maintain any insurance required by this Agreement, the City may take out and maintain, at Contractor's expense, such insurance as is required hereunder and deduct the cost thereof from any monies due Contractor.

5.8 RIGHTS OF CITY TO PERFORM DURING EMERGENCY

5.8.1 Emergency Collection. Should Contractor, for any reason whatsoever, including the occurrence or existence of force majeure as defined in Section 5.14.1, refuse or be unable to collect, transport and dispose of all or a substantial portion of the Solid Waste which it is obligated under this Agreement to collect, transport and dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in the Franchise Area to such an extent, in such a manner, or for such a time that the Solid Waste Program Manager in the exercise of his/her reasonable discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then in such event City shall have the right, upon twenty-four (24) hour prior written notice to Contractor, solely during the period of and to the extent of Contractor's failure to perform, to contract on a temporary basis with third parties to collect and transport any and all Solid Waste which Contractor would otherwise be obligated to collect and transport pursuant to this Agreement.

5.8.2 Contractor to Cooperate. Contractor agrees that in such event described in Section 5.8.1 above, it will fully cooperate with City and its third-party contractor to facilitate such contractor's operations in as smooth and efficient a fashion as is practicable.

5.8.3 Contractor to Pay Increased Costs. All costs, fees, rates and other expenses incurred by the City that exceed those which would have been incurred by City had the event described in Section 5.8.1 above not arisen, shall be the responsibility of the Contractor, and shall be paid to the City within thirty (30) days of Contractor's receipt of written notice to so pay, except where the reason for Contractor's failure to perform was due to force majeure as defined in Section 5.14.1 or other circumstances or event outside of Contractor's control, and provided that Contractor shall be entitled to continue to collect and retain rates payable by customers during the period of Contractor's failure to perform.

5.9 TERMINATION

5.9.1 Default by Contractor. Each of the following shall constitute a Default under this Agreement on the part of the Contractor:

(a) Material Breach of Contractor's Obligations. The material failure or refusal of Contractor to comply with the obligations and duties imposed on Contractor pursuant to this Agreement, subject to the following: In the event of any such material failure or refusal, 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 an informal resolution or cure of the breach, such material failure or refusal shall constitute a Default if:

(i) The City shall have given prior written notice to the Contractor specifying that a particular material failure or refusal to perform exists which will, unless corrected, constitute a Default on the part of the Contractor under this Agreement; and

(ii) The Contractor has not corrected such material failure or refusal within thirty (30) days or, if such material failure or refusal is not reasonably capable of being cured within said thirty day period, has not taken reasonable steps to commence to correct the same within thirty days from the date of the notice given pursuant to this section, and thereafter does not diligently continue to take reasonable steps to correct such material failure or refusal.

(b) Events of Insolvency. The Contractor (a) being or becoming insolvent or bankrupt, or ceasing to pay its debts as they mature, or making an assignment for the benefit of its creditors, or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (b) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (c) taking any action approving of, consenting to, or acquiescing in any such proceeding; or (d) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder. In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor shall (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) if assigned, promptly cure any failure to perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; and (iii) if assigned, provide adequate assurance of future performance under this Agreement under 111 USC Section 365(b)(1)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the City from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary.

5.9.2 No Waivers. Any waiver of a Default shall not be deemed to be a waiver of any subsequent Default or to be construed as approval of a course of conduct.

5.9.3 Termination. Upon the occurrence of a Default and the declaration of termination of this Agreement by the City Council, this Agreement and the franchise granted hereunder shall be of no further force and effect, excepting those obligations of each party to the other which in order for such party to reasonably carry them out should survive termination of this Agreement, including, but not limited to the parties' rights to indemnity and City's right to temporarily assume Contractor's obligations and City's obligations under Section 3.2. City then shall be free to enter

into whatever other arrangements are deemed by City to be justified and necessary for the collection, removal and disposal of Solid Waste within the Franchise Area.

5.9.4 Default by City. Each of the following shall constitute a Default under this Agreement on the part of the City:

(a) Material Breach of City's Obligations. The material failure or refusal of City to comply with the obligations and duties imposed on City pursuant to this Agreement, subject to the following: In the event of any such material failure or refusal, 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 an informal resolution or cure of the breach, such material failure or refusal shall constitute a Default if:

(i) The Contractor shall have given prior written notice to the City specifying that a particular material failure or refusal to perform exists which will, unless corrected, constitute a Default on the part of the City under this Agreement; and

(ii) The City has not corrected such material failure or refusal within thirty (30) days or, if such material failure or refusal is not reasonably capable of being cured within said thirty day period, has not taken reasonable steps to commence to correct the same within thirty days from the date of the notice given pursuant to this section, and thereafter does not diligently continue to take reasonable steps to correct such material failure or refusal.

Upon the occurrence of a City Default, Contractor may terminate this Agreement upon two years' prior written notice to City, and upon such termination, this Agreement and the franchise granted hereunder shall be of no further force and effect, excepting those obligations which expressly survive termination of this Agreement.

Under no circumstances, in the event of a City Default, shall the City be liable to Contractor for any consequential or incidental damages, or for any lost revenues or profits of Contractor.

5.10 NO SUBCONTRACTING

Contractor shall not subcontract or delegate to any other Person, other than an Affiliate of Contractor, the performance of any of Contractor's services, operations, obligations, covenants or duties under this Agreement, unless Contractor has previously obtained the City's written consent thereto.

5.11 ENTIRE COMPENSATION

Contractor shall perform all services, operations, obligations, covenants, duties and all other acts and things required of Contractor under this Agreement, for rates not exceeding the Maximum Rates described in this Agreement, and shall not be entitled to any other compensation, payments or consideration of any kind, except for revenue from the sale of Recyclables and except as expressly set forth in this Agreement.

5.12 MISCELLANEOUS PROVISIONS

5.12.1 Force Majeure. Notwithstanding any other provision herein, Contractor shall not be in breach of or default under this Agreement in the event that the collection services of

Contractor or any other obligations of Contractor hereunder are temporarily interrupted or discontinued for reasons outside the reasonable control of the Contractor, including, but not limited to, riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Contractor. Such other events do not include the financial inability of the Contractor to perform, or the failure of the Contractor to obtain any necessary permits or licenses from other governmental agencies or to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Contractor. In the event a labor disturbance interrupts collection, transportation and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 5.8 of this Agreement.

5.12.2 Independent Contractor. Contractor is an independent contractor, and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or other benefits which accrue to City's employees.

5.12.3 Non-Discrimination: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

5.12.4 Law to Govern; Venue. The internal laws of the State of California, irrespective of choice of law principles, shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Placer, unless otherwise agreed to by both parties in writing. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Eastern District of California.

5.12.5 Fees and Gratuities. Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Agreement not provided for in this Agreement.

5.12.6 Prior Agreements and Amendments. No amendment of this Agreement shall be valid unless it is made in writing and duly executed by the parties. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no promises, representations, warranty or covenant not included in this Agreement have been or are relied upon by either party.

5.12.7 Compliance With Colfax Municipal Code. Contractor shall comply with those provisions of the Colfax Municipal Code which are applicable, and with any and all amendments to such applicable Colfax Municipal Code provisions during the Term of this Agreement, provided that such provisions are not inconsistent with the terms of this Agreement.

5.12.8 Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:
Bruce Kranz, City Manager

City of Colfax
33 South Main Street
Colfax, CA 95713
Facsimile No: (530) 346-6214

To Contractor:
John Rowe, General Manager
Recology Auburn Placer
P.O. Box 6566
Auburn, CA 95604
Facsimile No: (530) 885-1922

The address to which communications may be delivered may be changed from time to time by a notice to the other party in accordance with this section. Notice shall be deemed effective on the date personally served or sent by facsimile or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

5.12.9 Savings Clause and Entirety. If any non-material provision of this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

5.12.10 Exhibits Incorporated. Exhibits A, B and C attached hereto are incorporated in this Agreement by reference.

5.12.11 Joint Drafting. This Agreement was drafted jointly by the parties to the Agreement.

5.12.12 Judicial Review. Nothing in this Agreement shall be construed to prevent either party from seeking redress to the Courts for the purposes of legal review of administrative proceedings in regard to rate setting or City's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement.

5.12.13 Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and trustees of the City and Contractor.

5.12.14 Survival. All confidentiality and indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS THEREOF, City and Contractor have executed this Agreement this 27th day of June, 2011.

CITY OF COLFAX

By: _____
Bruce Kranz, City Manager

APPROVED AS TO FORM:

By: _____
Alfred Cabral, City Attorney

RECOLOGY AUBURN PLACER (Contractor)

By: _____
Michael Sangiacomo
President and Chief Executive Officer

By: _____
Roxanne Frye
Secretary

W03 046250000/1646912/v9

Exhibit A – Maximum Rates
(Effective as of July 1, 2011)

CITY OF COLFAX

Exhibit A

PROPOSED - EFFECTIVE JULY 1, 2011
RESIDENTIAL RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL
1 - 32-Gallon Can	$ 8.91	$ 9.58	$ 0.30	**$ 18.79**
2 - 32-Gallon Can	$ 12.88	$ 13.86	$ 0.43	**$ 27.17**
3 - 32-Gallon Can	$ 16.85	$ 18.13	$ 0.57	**$ 35.55**
4 - 32-Gallon Can	$ 20.87	$ 22.46	$ 0.70	**$ 44.03**
32-Gallon Cart	$ 9.24	$ 9.95	$ 0.31	**$ 19.50**
64-Gallon Cart	$ 13.26	$ 14.27	$ 0.45	**27.98**
96-Gallon Cart	$ 17.28	$ 18.59	$ 0.58	**$ 36.46**
Senior Citizen				
1 - 32-Gallon Can	$ 7.29	$ 7.84	$ 0.25	**$ 15.37**
1 - 32-Gallon Cart	$ 7.62	$ 8.20	$ 0.26	**$ 16.07**
Extra Charge				
Bag (extra per pick-up)	$ 2.06	$ 2.22	$ 0.07	**$ 4.35**
Can (extra per pick-up)	$ 2.06	$ 2.22	$ 0.07	**$ 4.35**
Toter (extra per pick-up)	$ 2.06	$ 2.22	$ 0.07	**$ 4.35**
32-Gallon Green Waste (extra per pick-up)	$ 1.45		$ 1.60	**$ 3.05**
Off Schedule Pickup - Container	$ 36.00			**$ 36.00**
Bulk Item Pickup - each addition pickup	$ 73.00	$ 27.00		**$ 100.00**
Bulk Item Pickup - off schedule pickup	$ 153.00	$ 27.00		**$ 180.00**
Temporary Automated Container	$ 36.00			**$ 36.00**
Steam Clean Automated Container	$ 60.00			**$ 60.00**
Repair Container (Lid)	$ 20.00			**$ 20.00**
Repair Container (Other)	$ 20.00			**$ 20.00**
Replace Container (32-Gallon)	$ 40.00			**$ 40.00**
Replace Container (64-Gallon)	$ 45.00			**$ 45.00**
Replace Container (96-Gallon)	$ 50.00			**$ 50.00**

CITY OF COLFAX

PROPOSED - EFFECTIVE JULY 1, 2011
MULTI-FAMILY RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL
1 - 32-Gallon Can	$ 8.91	$ 9.58	$ 0.30	**$ 18.79**
2 - 32-Gallon Can	$ 12.88	$ 13.86	$ 0.43	**$ 27.17**
3 - 32-Gallon Can	$ 16.85	$ 18.13	$ 0.57	**$ 35.55**
4 - 32-Gallon Can	$ 20.87	$ 22.46	$ 0.70	**$ 44.03**
64-Gallon Cart ($13.99 per unit, up to 2 units)	$ 13.26	$ 14.27	$ 0.45	**27.98**
96-Gallon Cart ($13.99 per unit, up to 3 units)	$ 19.89	$ 21.41	$ 0.67	**$ 41.97**
2-yard bin ($13.17 per unit, up to 12 units)	$ 74.90	$ 80.60	$ 2.54	**$ 158.04**
Extra Charge				
Can (per pick-up)	$ 4.02	$ 4.32	$ 0.14	**$ 8.48**
Off Schedule Pickup - Container	$ 36.00			**$ 36.00**
Off Schedule Pickup - Bin	$ 120.00			**$ 120.00**
Bulk Item Pickup - each addition pickup	$ 73.00	$ 27.00		**$ 100.00**
Bulk Item Pickup - off schedule pickup	$ 153.00	$ 27.00		**$ 180.00**
Temporary Automated Container	$ 36.00			**$ 36.00**
Steam Clean Automated Container	$ 60.00			**$ 60.00**
Repair Container (Lid)	$ 20.00			**$ 20.00**
Repair Container (Other)	$ 20.00			**$ 20.00**
Replace Container (32-Gallon)	$ 40.00			**$ 40.00**
Replace Container (64-Gallon)	$ 45.00			**$ 45.00**
Replace Container (96-Gallon)	$ 50.00			**$ 50.00**

CITY OF COLFAX

PROPOSED - EFFECTIVE JULY 1, 2011
COMMERCIAL RATES

SIZE		Frequency (Pickups per Week) 1	2	3	4	5
1 Cu Yd		$ 52.28	$ 94.54	$ 141.07	$ 192.50	$ 249.16
Disposal Fees		41.08	74.29	110.86	151.27	195.80
Processing Fees		1.52	2.75	4.10	5.59	7.24
	TOTAL	**$ 94.88**	**$ 171.57**	**$ 256.02**	**$ 349.36**	**$ 452.19**
2 Cu Yd		$ 91.64	$ 176.06	$ 268.94	$ 371.11	$ 483.50
Disposal Fees		72.02	138.35	211.34	291.63	379.95
Processing Fees		2.66	5.11	7.81	10.78	14.04
	TOTAL	**$ 166.32**	**$ 319.52**	**$ 488.09**	**$ 673.52**	**$ 877.49**
3 Cu Yd		$ 134.41	$ 253.36	$ 372.40	$ 491.52	$ 610.72
Disposal Fees		105.62	199.10	292.65	386.26	479.94
Processing Fees		3.90	7.36	10.81	14.27	17.73
	TOTAL	**$ 243.93**	**$ 459.82**	**$ 675.86**	**$ 892.05**	**$ 1,108.39**
3 Cu Yd - EOW		$ 68.89				
Disposal Fees		54.13				
Processing Fees		2.00				
	TOTAL	**$ 125.02**				
4 Cu Yd		$ 172.29	$ 314.78	$ 457.18	$ 599.51	$ 741.76
Disposal Fees		135.39	247.36	359.27	471.12	582.90
Processing Fees		5.00	9.14	13.28	17.41	21.55
	TOTAL	**$ 312.69**	**$ 571.28**	**$ 829.73**	**$ 1,088.04**	**$ 1,346.21**
5 Cu Yd		$ 210.59	$ 400.90	$ 591.20	$ 781.48	$ 971.75
Disposal Fees		165.49	315.04	464.59	614.12	763.65
Processing Fees		6.12	11.64	17.17	22.69	28.22
	TOTAL	**$ 382.19**	**$ 727.58**	**$ 1,072.95**	**$ 1,418.30**	**$ 1,763.62**
6 Cu Yd		$ 248.88	$ 487.02	$ 725.21	$ 963.45	$ 1,201.74
Disposal Fees		195.58	382.72	569.90	757.12	944.38
Processing Fees		7.23	14.14	21.06	27.98	34.90
	TOTAL	**$ 451.68**	**$ 883.88**	**$ 1,316.17**	**$ 1,748.55**	**$ 2,181.02**
7 Cu Yd		$ 287.17	$ 573.14	$ 859.22	$ 1,145.42	$ 1,431.73
Disposal Fees		225.67	450.40	675.22	900.12	1,125.12
Processing Fees		8.34	16.64	24.95	33.26	41.57
	TOTAL	**$ 521.18**	**$ 1,040.18**	**$ 1,559.39**	**$ 2,078.81**	**$ 2,598.43**

CITY OF COLFAX

PROPOSED - EFFECTIVE JULY 1, 2011
COMMERCIAL RATES
DEBRIS BOXES

	SERVICE COST	DISPOSAL FEES	TOTAL
20 Cu Yd - 3 Ton Limit	$ 162.22	$ 204.00	**$ 366.22**
30 Cu Yd - 3.5 Ton Limit	$ 218.72	$ 238.00	**$ 456.72**
40 Cu Yd - 4 Ton Limit	$ 275.21	$ 272.00	**$ 547.21**
Temporary Bins			
4 Cu Yd - 1/2 Ton Limit	$ 98.91	$ 27.50	**$ 126.41**
5 Cu Yd - 1/2 Ton Limit	$ 110.78	$ 27.50	**$ 138.28**
6 Cu Yd - 3/4 Ton Limit	$ 124.07	$ 41.25	**$ 165.32**
7 Cu Yd - 3/4 Ton Limit	$ 138.96	$ 41.25	**$ 180.21**

PROPOSED - EFFECTIVE JULY 1, 2011
COMMERCIAL RATES
EXTRA SERVICES

	SERVICING COSTS	DISPOSAL FEES	PROCESSING FEES	TOTAL
96-Gallon Green Waste Cart (per month)	$ 17.63	$ -	$ 14.37	**$ 32.00**
Overweight Fee - per ton	$ 15.95	$ 68.00	$ -	**$ 83.95**
Bulk Item Pickup - On Schedule	$ 73.00	$ 27.00	$ -	**$ 100.00**
Bulk Item Pickup - Off Schedule	$ 153.00	$ 27.00	$ -	**$ 180.00**
Off Schedule Pickup - Bin	$ 120.00	$ -	$ -	**$ 120.00**
Bin Relocation	$ 80.00	$ -	$ -	**$ 80.00**
Bin Cancellation within 24 hours of delivery	$ 37.00	$ -	$ -	**$ 37.00**
Bin Service Fee if Bin Exceeds Weight Limit	$ 37.00	$ -	$ -	**$ 37.00**
Rental Fee - Bin - Kept > 1 week - per day	$ 5.00	$ -	$ -	**$ 5.00**
Rental Fee - Debris Box - Kept > 1 wk/day	$ 5.00	$ -	$ -	**$ 5.00**
7yd Cardboard Recycling Container - Set up	$ 150.00	$ -	$ -	**$ 150.00**

Recology Auburn Placer
CITY of COLFAX
Rate Components
Rate Year July 1, 2011 through June 30, 2012

Annual Increase - Rate Year 2011-2012	
Cost of Living Increase	0.000%
Other	0.000%
Other	0.000%
TOTAL INCREASE	**0.000%**

Actual
Prior Year: 0.000%

* * Old Landfill Rate (See Note 1)	$ 68.00
* * **New Landfill Rate (See Note 1)**	$ 68.00
Landfill Increase	$0.00
% Increase	0.00%
* * Old Green Waste Rate	$ 35.00
* * **New Green Waste Rate**	$ 35.00
Landfill Increase	$0.00
% Increase	0.00%
Street Sweeping	0.00%

* * **Note 1** Landfill Rates Applicable to Debris Boxes and C&D:

Landfill Rate - Debris Box and C&D			
Old Rate	$46.00	**New Rate**	**$46.00**

Franchise Fee		
Description	New	Old
Actual	0.0%	0.0%
Calc Factor	0.0000	0.0000

Densities		
Type	New	Old
Can	35	35
Toter	70	70
Bag	18	18
Yard - Com'l	150	150
Yard - DBox	272	272
Unlm't Can	90	90
Unlm't Toter	90	90
C & D Bin	150	150
Other		

Recology Auburn Placer
CITY of COLFAX
Cost of Living Increase
For Rate Year July 1, 2011 through June 30, 2012
City of Colfax Format

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BASIC FORMULA

COLA = 0.1 Fixed Cost + .45 x (ECI_{v1} / ECI_{v0}) + .45 x (PPI_{v1} / PPI_{v0})

Rounding: To 3 decimal places per basic agreement	0.0010

CALCULATION 1: Base year 2010 through December 2011

Fixed / Non-escalating Costs

No index used

Factor (per cent of total cost) 0.10

Index None

Index None

Labor Cost

Employment Cost Index - Wages & Salaries, Private Industry, Manufacturing; production, transportation and material moving (Series ID: CIU2023000500000I)

Factor (percent of total cost) 0.45

Index:	4th Quarter 2011	110.20
Base Index:	4th Quarter 2010	110.20
Change in Index:		0.00
		0.00%

Goods & Services

Producer Price Index for All Commodities (WPU00000000)

Factor (percent of total cost) 0.45

Index:	December 2011	**(BLS preliminary data)**	189.90
Base Index:	December 2010		189.90
Change in Index:			0.00
			0.00%

Calculation 1 = **1.0000**

NET RATE CHANGE (percent) **0.00%**

Exhibit B – City Facilities & Special Events

City Facilities:

Address	Facility	Containers	Frequency
33 W. Church	Fire Station	2 cans	1X/week on Wednesday
250 Rising Sun	Corp. Yard	6 yd bin	1X/week on Wednesday
250 Rising Sun	Corp. Yard	30 yd green waste	As needed
101 Park Hill Dr.	Baseball Field	4 yd bin	1X/week on Wednesday

Special Events:

Event	Date(s)	Maximum Number of Containers
Independence Day	July 3 or July 4	7 bins – various sizes
Railroad Days / Founder's Day	2 days in September/October	7 bins – various sizes
Winter Fest	1st Saturday in December	7 bins – various sizes
Brew Fest	October 15	7 bins – various sizes
Spring Green Festival	1 day in May	2 bins – various sizes

Exhibit C – Street Sweeping

All public streets within the Colfax city limits that are paved, including without limitation streets without curbs or gutters (notwithstanding Section 2.3.1), but excluding streets in such a state of disrepair that sweeping may be hazardous to persons or property.

IN WITNESS THEREOF, City and Contractor have executed this Agreement this ____ day of _____, 2011.

CITY OF COLFAX

By: _____
Bruce Kranz, City Manager

APPROVED AS TO FORM:

By: _____
Alfred Cabral, City Attorney

RECOLOGY AUBURN PLACER (Contractor)

By: _____
Michael Sangiacomo
President and Chief Executive Officer

By: _____
Roxanne Frye
Secretary

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE NOVEMBER 18, 2015 COUNCIL MEETING

FROM: Mark Miller, City Manager

PREPARED BY: Amy Feagans, Planning Director

DATE: November 12, 2015

SUBJECT: Recommendation from Circulation Element/General Plan Committee

X	N/A		FUNDED		UN-FUNDED	AMOUNT:	FROM FUND:

RECOMMENDED ACTION: Receive report and Direct Staff as Appropriate

BACKGROUND

The Ad Hoc Circulation Committee has been meeting regularly for the past few months to discuss updates to the Circulation Element of the General Plan. The committee, appointed at the September 9, 2015 Council meeting, comprised of two council members, the City Manager, the Community Services Director and the Planning Director has been meeting monthly since mid-September.

The Committee has been tasked with developing recommendations for the Circulation Element of the General plan to revise those policies and implementation measures that are viewed as being obstacles to future development because of the subjective and restrictive nature of the language, and also to review the Mitigation Fee program.

Discussion

In 2008/2009, the City hired Fehr and Peers, a transportation engineering firm, to prepare a background report update of the Circulation Element. The committee reviewed this report and found that it provided some good discussion points and in particular, included a recommended rewrite of policy 3.5.1.2. This (existing) policy states that the City shall "maintain a level "C" service standard for City intersections and roadways." This language often presents a challenge for new development as the mitigation required to maintain this level of service is cost prohibitive or simply not manageable and could result in substantial adverse impacts on the character of the community, such as removal of significant community features and buildings that would be required to widen streets.

The committee discussed options to update this policy including:

1. Prepare a significant update of the Circulation Element to recognize current practices in transportation planning and develop appropriate mitigation policies as necessary.

   This would require significant staff work and the level of environmental work necessary to be in compliance with CEQA would most likely require services of outside consultants. Additionally, an update of the Circulation element may also trigger some level of update to the Land Use element as the two must be internally consistent by state law.

2. Amend the Circulation element and rewrite policy 3.2.1.2 (and other policies as may be appropriate) to be less restrictive and to include more flexible language.

   This would also require some environmental determination but could most-likely be completed in house by current staff. A review (a possible minor amendment) of the Land Use element to ensure internal consistency would also be required.

3. Leave the current policy language as is and develop additional mitigation language that could provide further direction and interpretation to guide new development

   This may or may not require any environmental work depending on the language and policy direction it provides.

It was decided that no. 2 above – a simple amendment to the Circulation Element to rewrite the policy was the best option as it could primarily be accomplished in house with the least amount of time. The revised policy language would not only allow for a more appropriate level of service such as "E" or "D", but could also include language that would allow the Council to consider grant exceptions to these service levels if certain factors (such as economic benefits, community character , severity of congestion, etc.) are present.

It was decided that the policy language previously recommended in the 2009 draft report was still valid and appropriate:

Revised Policy 3.2.1.1: The City shall "strive to maintain a minimum level LOS D" at all intersections.

Using "strive" instead of "shall" provides the flexibility to encourage new development and street improvements while still ensuring that necessary mitigation and improvements will be required as part of the new development.

<u>Recommendation</u>

Staff recommends the City Council review and discuss the proposed language and provide direction as appropriate. Next steps may include holding a public workshop to gather comments on the proposed language and direct staff to prepare the necessary amendments to the existing General Plan and to prepare the associated environmental documentation to process the amendment.