CITY COUNCIL MEETING

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

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

REGULAR MEETING AGENDA
July 13, 2016
Regular Session 7:00 PM

1) OPEN REGULAR MEETING

1A. **Call to Order**
1B. **Pledge of Allegiance**
1C. **Roll Call**
1D. **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.

2) PRESENTATION

2A. **Introduction of Countywide Community Choice Aggregation Program**
Jenine Windeshausen, Placer County Treasurer-Tax Collector

3) CONSENT CALENDAR

Matters on the Consent Agenda are routine in nature and will be approved by one blanket motion with a Council vote. No discussion of these items ensues unless specific items are pulled for discussion and separate action. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City staff.

RECOMMENDED ACTION: Approve Consent Calendar

3A. **Minutes City Council Meeting of June 22, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of June 22, 2016.

3B. **Cash Summary Report, May 2016**
Recommendation: Receive and File

3C. **Audit Services Contract**
Recommendation: Adopt Resolution 25-2016 authorizing the City Manager to execute an agreement with Richardson & Co., LLP to prove Annual Audit Services for the Fiscal Year ending June 30, 2016.

3D. **Oil Recycling Grant**
Recommendation: Adopt Resolution 26-2016 authorizing submittal of application for payment programs and related authorizations.

3E. **South Auburn Street Roundabout – Contract for Professional Services**
Recommendation: Adopt Resolution 27-2016 authorizing the City Manager to execute an agreement with Mark Thomas & Company, Inc. for an Intersection Control Evaluation for the South Auburn Street Roundabout in an amount not to exceed $19,230.

4) 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.

4A. **Committee Reports and Colfax Informational Items - All Councilmembers**
4B. **City Operations Update – City staff**
4C. **Additional Reports – Agency partners**

5) 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; not to 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.

6) COUNCIL BUSINESS

6A. **Recology Contract First Amendment**

STAFF PRESENTATION: Wes Heathcock, Community Services Director

RECOMMENDATION: Adopt Resolution 28-2016 authorizing the City Manager to execute the first amendment with Recology Auburn Placer for an additional term of 15-years with an automatic 5-year extension and optional 5-year extension and include additional solid waste programs for the community.

6B. **North Main Bike Lanes and Ped Improvement Project**

STAFF PRESENTATION: Wes Heathcock, Community Services Director

RECOMMENDATIONS: Adopt 29-2016 approving construction plans and specifications for the N. Main Street Bike Lanes Ped Improvements Project No. 16-02 and authorizing the Community Services Director to solicit construction bids and issue a request for qualifications for inspection services.

6C. **Animal Control Contract**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Adopt Resolution 30-2016 authorizing the City Manager to execute a two year agreement with Placer County for Animal Control Services and form an ad hoc committee to report back to Council if a viable alternative can be engaged.

6D. **Medical Marijuana Ordinance Discussion**

STAFF PRESENTATION: John Schempf, City Manager

RECOMMENDATION: Discuss and direct staff as appropriate

7) ADJOURNMENT

I, Lorraine Cassidy, City Clerk for the City of Colfax declare that this agenda was posted at Colfax City Hall and the Colfax Post Office. The agenda is also available on the City website at www.Colfax-ca.gov.

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.

Memorandum
Office of Jenine Windeshausen
Treasurer-Tax Collector

To: The Honorable Colfax City Council

Date: July 13, 2016

From: Jenine Windeshausen, Treasurer-Tax Collector

Subject: Countywide Community Choice Aggregation Program

ACTION REQUESTED:
1. Receive a presentation on community choice aggregation (CCA)
2. Authorize discussions with the County regarding participation in a countywide CCA.

BACKGROUND:
What is Community Choice Aggregation (CCA)?
In 2002, AB117 was enacted authorizing cities and counties to aggregate electrical loads through community choice aggregation programs. AB117 gave cities and counties the ability to establish programs to purchase and/or generate electricity and manage power supply portfolios to meet the load (energy demand) requirements of ratepayers in their jurisdictions. A city, a county, or a joint powers authority (JPA) comprised of cities and counties may establish a CCA program. CCA's are now more commonly called Community Choice Energy, or CCE, in an effort to be more explanatory.

The primary benefits of a CCE program are local control over rates and incentives, local control over energy sources, and local economic benefits.

A CCE program establishes rate structures and, through data exchange with the local investor owned utility (IOU), passes on the economic and environmental benefits of managing the energy portfolio to serve the energy load of its ratepayers. Ratepayers continue to receive a utility bill from the investor owned utility (IOU). In the case of Placer County, this would be Pacific Gas and Electric Company (PG&E) or Liberty Energy.

Overall, CCE energy rates are expected to be competitive when compared to the IOU rate. The CCE program can purchase power, develop, and own and operate energy generation projects, including large scale solar, biomass, land-fill gas, and waste-to-energy. Through development of its own rate structure, a CCE can provide rebates, performance based incentives and economic development incentive rate structures. Most of the PG&E and Liberty Energy's rebate and incentive programs, such as time-of-use, remain available to ratepayers.

A CCE program purchases and manages an energy portfolio based on its ratepayer load. The IOU remains responsible for the transmission, distribution, metering, billing and most customer services. CCEs provide power by managing an energy portfolio consisting of purchase contracts, spot market purchases, and ownership and operation of generating plants and projects.

Currently, there are three CCE programs operating in California and over twenty under consideration or in the development process. The CCEs currently operational in California are the Marin Energy Authority, Sonoma Clean Power and the City of Lancaster's Lancaster Choice Energy. Programs under exploration or development include:

- Peninsula Clean Energy (San Mateo County)
- Silicon Valley Community Choice Energy Partnership (Santa Clara County)
- Redwood Coast Energy Agency (Humboldt and Mendocino Counties),
- Clean Power SF (City and County of San Francisco)
- the Counties of Alameda, Contra Costa, Lake, Los Angeles, Monterey, Napa, San Benito, Santa Cruz, San Diego, Ventura, and Yolo

It is expected that, within the next five years, 60% of California electricity ratepayers will be covered by a CCE program.

The main premise of CCE is aggregation of energy load and the economic sale created by the combined load of the unincorporated area, and the cities which would be beneficial to the overall energy portfolio management of a CCE in Placer County. If a CCE program is implemented in Placer County, the CCE could include the cities of Rocklin, Lincoln, Loomis, Auburn and Colfax, in addition to the County's unincorporated area. Roseville is precluded by law from participating in a CCE due to its own Roseville Electric utility. Below is the breakdown of the combined load of the five cities and the unincorporated area of Placer County.

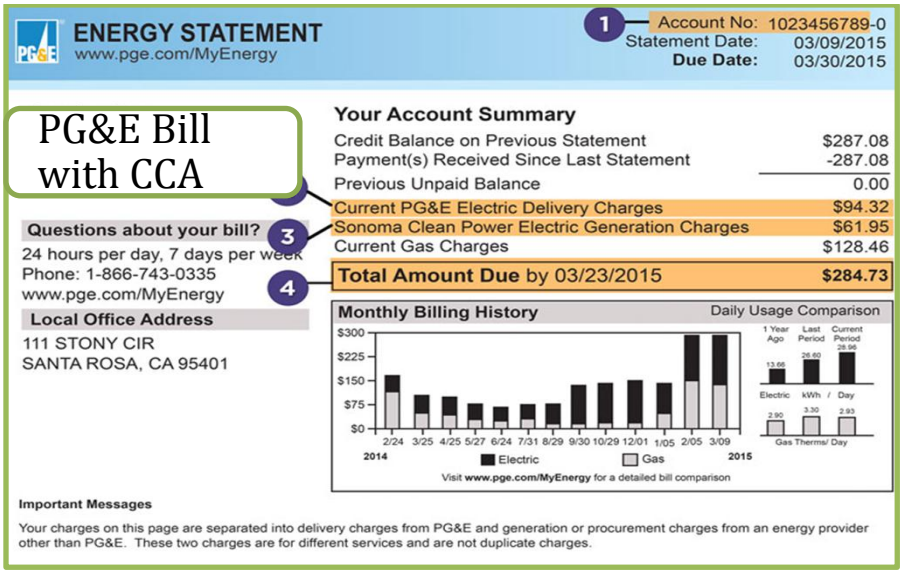
Unincorporated Placer County	653,797,756 KWh	49.2%
Rocklin	314,622,151 KWh	23.7%
Lincoln	218,317,922 KWh	16.4%
Auburn	89,588,179 KWh	6.7%
Loomis	37,331,980 KWh	2.8%
Colfax	14,541,320 KWh	1.1%
Roseville*	1,674,675 KWh	0.1%
Total:	1,329,873,983 KWh	100.0%

*PG&E accounts within Roseville City limits.

A locally controlled CCE program could be directed to increase investment in local resources and result in increased economic development and other benefits for both homeowners and businesses in Placer County. A CCE program also creates the opportunity to help achieve certain policy goals such as reducing forest fuel loads and landfill deposits. A Placer County CCE program can provide increased local control over electricity rates, incentives and regulatory compliance. Rate structures and incentives can be tailored to local economic, environmental and social goals, and to meet or exceed regulatory requirements such as renewable and non-carbon portfolio standards. A Placer County CCE would be designed to meet or exceed all mandated renewable and non-carbon energy portfolio standards and could help the County meet its AB 32 requirements related to managing greenhouse gas emissions.

Below, the PG&E energy statement from Sonoma County illustrates the relationship between the ratepayer, PG&E and Sonoma Clean Power, who is the CCE provider in Sonoma County.

Sonoma Clean Power Example PG&E Bill:



A CCE program customer's electricity bill charge has several components:

1. Customer retains existing account number
2. PG & E delivery and transmission charges
3. Energy Cost (including CCE operational costs and PCIA charge)
4. Total Bill

The PCIA charge, or Power Charge Indifference Adjustment, is an "exit fee" imposed on departing load that is intended to protect ratepayers in the IOU's remaining geographic areas. The California Public Utilities Commission (CPUC) has granted PG&E and other IOUs the ability to charge a fee to departing energy customers to compensate for energy purchase commitments previously entered into on behalf of the departing energy customers. PCIA has been granted under the notion that there is a cost related to the disposition of these energy purchase commitments. Staff has studied and tracked the policy issues surrounding the CPUC's approval of the PCIA, and has also studied and incorporated the economic impacts of the PCIA in the analysis of developing and operating a CCE program in Placer County.

CCE Development Phases:
County staff have delineated three phases from initial investigation to operations for a CCE in Placer County. Those phases are:

1. Phase I – Assessment, Due Diligence and Planning
2. Phase II – Implementation and Start-Up
3. Phase III – Operations

The major components of Phase I – Assessment, Due Diligence and Planning include:
1) assessment of economic feasibility
2) due diligence related to opportunities and risks
3) planning, which will result in timelines, tasks, and budget and finances, necessary to establish a CCE

The major components of Phase II - Implementation and Start-up include:
1) finalizing joint powers authority (JPA) agreements between the County and partner cities
2) finalization and approval of the Implementation Plan and Statement of Intent (CPUC approval required)
3) approval of start-up budget and financing plans
4) approval of staffing and outsourcing plans
5) initial hiring and execution of outsourcing contracts
6) execution of service agreements with IOUs
7) posting of collateral deposits, letters of credit, and other credentials necessary for energy transactions
8) establishment of energy contracts and energy portfolio management programs

Upon approval of a JPA agreement between the County and the participating entities, the JPA board will begin governance.

The major components of Phase III - Operations include:
1) initiation of service including data and financial transfers between IOU and the CCE and ongoing customer support
2) energy portfolio management and energy market and trading transactions
3) purchase, development and ownership (including management and operations) of energy generation facilities
4) Operations continue under the JPA board.

Phase I – Assessment, Due Diligence and Planning Update:
In July 2015, a Declaration Regarding Investigation, Pursuit or Implementation of Community Choice Aggregation was sent by Placer County to Pacific Gas & Electric (PG&E) as the initial step in requesting electrical load data for Placer County. Similar correspondence was sent to Liberty Energy in late October 2015. Outreach and discussions with PG&E and Liberty Energy have been ongoing since then. During the

third week of November 2015, the first data set was received from PG&E, as well as initial data from Liberty Energy. The initial analysis and key findings of the PG&E data was completed in early February of this year.

As part of a Board Priorities Workshop in January, the Board of Supervisors received a brief presentation on CCE and approved continued work on Phase I.

Since the data was first requested of PG&E and Liberty Energy, further investigation and assessment of the costs, risks, benefits and resources related to the establishment and operation of a CCE program in Placer County have been ongoing. This investigation and assessment process has included:

- development of budget and finance pro-forma
- identification and assessment of Placer County's local resources and advantages, such as hydroelectric, biomass, solar, waste-to-energy, and co-generation
- ongoing communication and data collection related to PG&E and Liberty Energy service in Placer County
- ongoing communications with the California Public Utilities Commission (CPUC) related to regulatory requirements for establishment of a CCE
- development of timelines and budgets related to analyzing Placer County energy load data
- energy market, financial and regulatory risk analysis
- communication, data and information from Marin Energy Authority and Sonoma Clean Power, including several meetings with the executive management of Sonoma Clean Power
- legal review of regulatory requirements
- obtaining and reviewing technical and financial information related to the development and operation of a CCE program
- assessment and feasibility of outsource services, including
    - Independent System Operator (ISO) schedule coordination
    - customer service
    - data management, billing and collection
    - energy contracts, transactions and portfolio management

Phase I has also included identifying the potential for development and utilization of local resources such as biomass, waste-to-energy, large scale solar, and hydropower.

The resources of two primary consultants. These consultants have provided technical review and development of energy load, energy portfolio development and risk analysis and CCE business planning, as well as, relationship management with PG&E, Liberty Energy and the CPUC, CCE business planning and development of the Implementation Plan and Statement of Intent.

Additionally, a third consult has been utilized for detailed technical analysis of PG&E energy load data and existing rate structures. Placer County Counsel is providing legal support.

The more significant benefits and risks of a CCE for Placer County are presented on the graphic below. An important aspect of evaluating the CCE is determining the potential magnitude of the risks, and identifying and developing possible mitigation techniques that limit exposure to these risks. Some mitigation techniques have already been identified and will be evaluated and presented in the Implementation Plan and Statement of Intent.

CCE Benefits	CCE Risks

• Optimize development , expansion & utilization of local energy sources for the benefit of residents & businesses
  • Biomass
  • Waste-to-energy
  • Large scale solar
  • Hydropower
• Design rates & incentives for greater local economic advantage
  • Feed-in tarrif
  • Net metering
  • Demand response technology
  • Economic development incentives
• Ratepayer choice
• Most PG&E & Liberty Energy rebates, incentives & other programs still available to CCE customers
• Energy revenues are reinvested locally
	• Energy supply cost fluctuations
	• Legislative changes impacting CCE such as
	  • green energy requirements
	  • use of renewable energy credits (RECs)
	• Regulatory requirements that could increase PCIA costs
	• Market factors that could change CCE participation levels

The Implementation Plan and Statement of Intent will include evaluation of risks as well as mitigations.

Findings from the assessment, due diligence and planning for a Placer County CCE have been positive. The approach in Phase I has been to compile findings that can be incorporated into the Implementation Plan and Statement of Intent.

Developing and submitting an Implementation Plan and Statement of Intent to the California Public Utilities Commission for approval is a required step in the process of developing a CCE program.

To complete Phase I, the following tasks need to be completed:

a. Incorporate load data and financial feasibility into the Implementation Plan
b. Determine participation for each cities and develop JPA structure
c. Complete the Implementation Plan and Statement of Intent, including staffing, outsourcing, budgets, financing and business plan
d. Commence public outreach, market research, and education including presentations to city councils
e. Monitor legislative and regulatory activities

Operational revenues and expenditures are being incorporated into a phased implementation plan pro-forma. The operational pro-forma and financing plan were presented to the Board of Supervisors at their June 21st, meeting. The financing plan provides for the County to be reimbursed for expenditure and staff costs if a CCE is implemented.

The feasibility analysis indications are that a CCE established and operated in the PG&E territory of Placer County is likely to produce revenues sufficient to cover energy portfolio costs, administrative costs, operational costs, and additionally, provide economic development incentives while lowering energy costs to ratepayers.

CONCLUSION:
Based on preliminary findings, a CCE in Placer County is likely to optimize development, expansion and utilization of local energy resources leading to greater economic benefit and opportunities for the residents and businesses of Placer County. A Placer County CCE can provide: ratepayer choice, economic incentives for business location, expansion and retention, and provide at least marginal reductions in overall rates. A Placer County CCE would be designed to meet or exceed all mandated renewable and non-carbon energy portfolio standards and contribute to the County's AB 32 requirements related to managing greenhouse gas emissions over time. A Placer County CCE could prove to be a useful tool in helping to make communities in Placer County more economically robust. It may also be a catalyst for innovative partnerships with other jurisdictions and the private sector.

City of Colfax
City Council Minutes
Regular Meeting of Wednesday, June 22, 2016
City Hall Council Chambers
33 S. Main Street, Colfax CA

1 CONVENE MEETING

1A. **Call to Order**
Mayor Pro Tem Harvey called the meeting to order at 7:00PM.

1B. **Pledge of Allegiance**
Colfax Chamber of Commerce President, Frank Klein, led the Pledge of Allegiance.

1C. **Roll Call**
Council members present: Douglass, Harvey, Hesch, Stockwin
Mayor Parnham had an excused absence.

1D. **Approval of Agenda Order**
On a motion by Councilmember Stockwin, seconded by Councilmember Hesch, the City Council approved the agenda with a roll call vote.
AYES: Douglass, Harvey, Hesch, Stockwin
ABSENT: Parnham

2 CONSENT CALENDAR

2A. **Minutes City Council Meeting of June 8, 2016**
Recommendation: Approve the Minutes of the Regular Meeting of June 8, 2016.

2B. **Sheriff Contract**
Recommendation: Adopt Resolution 21-2016 approving the contract with the County of Placer, Office of Sheriff-Coroner-Marshal for law enforcement services for fiscal year July 1, 2016 – June 30, 2017.

2C. **Declaration of Election and Requesting Consolidation and Election Services by the County Clerk.**
Recommendation: Adopt Resolution 22-2016 declaring an election to be held in its jurisdiction; requesting the Board of Supervisors to consolidate this election with any other election conducted on the said date; and requesting election services by the County Clerk.

2D. **Interim City Manager for Signature Authority.**
Recommendation: Approve Resolution 23-2016 appointing Wes Heathcock as Interim City Manager.

2E. **Recology Contract Extension Update.**
Recommendation: For information only

Item 2A and 2E were pulled for discussion.

On a motion by Councilmember Hesch, seconded by Councilmember Stockwin, the City Council approved Items 2B, 2C, and 2D.
AYES: Douglass, Harvey, Hesch, Stockwin
ABSENT: Parnham

Item 2A: Councilmember Hesch requested changes to the minutes. Regarding the wording for the ballot measure (Item 6A of the June 8, 2016 Agenda), he requested the record reflect his specific disagreement with the ballot measure wording, "to reduce City business and residential sewer service charges." He also stated the Maidu Village discussion (Item 6B of the June 8, 2016 Agenda) should be amended to state: "Councilmember Hesch would like to see plans for development to move forward. He realizes that the challenge is largely because the original owners didn't make a master plan through all phases of development and this last section is now difficult to develop because the infrastructure and impact fees were left to the last bit."

On a motion by Councilmember Hesch and seconded by Councilmember Stockwin the Minutes of the June 8, 2016 meeting were approved as amended.
AYES: Douglass, Harvey, Hesch, Stockwin
ABSENT: Parnham

Item 2E: Mayor Pro Tem Harvey reminded staff of Council's recommendation to negotiate a good price for roll-off dumpsters for fire fuel reduction removal. Councilmember Hesch added the dumpsters could be provided for community/neighborhood clean-up days.
Community Services Director Heathcock stated this could be added to the contract negotiations and informed Council the current weekly green-waste pick-up is an uncommon service in the solid waste industry. Mayor Pro Tem Harvey stated this service needs to continue because historically public works picked up green waste for residents.
Community Services Director Heathcock stated the contract extension would not reduce existing service levels from the current contract.

3 COUNCIL, STAFF, AND OTHER REPORTS

3A. Committee Reports and Colfax Informational Items – All Councilmembers

Councilmember Hesch

- Councilmember Hesch spent a full day at the Placer County Board of Supervisor's meeting. He spoke on behalf of Colfax regarding the Placer County Transportation Planning Agency (PCTPA) Sales Tax Initiative which the Board voted unanimously to place on the November ballot. Also, the County stand on medical marijuana was discussed at length. The supervisor's voted to enact the most restrictive option, banning commercial cultivation and limiting indoor marijuana grows to those by patients only.
- He commented on the "gross, felony damage" to the ball park last night and thanked staff for the quick clean-up. He encouraged the community to come together to hold the perpetrator responsible by reporting any information to the Sheriff's Office.
- He reported observing deputies handling several incidents recently. They gave efficient and well-handled responses.
- The representative of the Maidu property asked for a meeting with Council to delineate the process for development and he believes Council should schedule a time to meet with him.

Councilmember Stockwin

- Councilmember Stockwin stated the National Cannabis Industry Association held a convention in Oakland with 3000 in attendance. California is the largest market in the country for marijuana. The industry is not going away.
- He attended the Mosquito and Vector Control District Board meeting. Placer County has had no reports of West Nile or Zika Virus. The district currently has enough mosquito fish to self-sustain their use in the County for mosquito control.
- He reported Utah companies are proposing sending coal to California ports for export to China. Colfax has the potential to see up to 4 six-mile-long trains daily. Since coal is usually uncovered this will cause pollution and potential for other mishaps. He suggested Council send a letter to the Oakland City Council encouraging them to prevent the use of their port for coal transportation. He offered to draft the letter.

  Councilmember Hesch added he will present this issue to the Air Quality Board for discussion.

  Mayor Pro Tem Harvey stated uncovered coal cars which operate in the Midwest are not an issue.

Councilmember Douglass

- Councilmember Douglass attended the Sierra Vista Community Center (SVCC) Board meeting. They discussed creating a heating/cooling center at the SVCC.
- At the Sacramento Area Council of Governments (SACOG), the board discussed the need to prevent crude oil shipments by rail into the region.
- The SEDCorp discussion revolved around the issues associated with the transient population but no conclusive action plan was developed.
- California Highway Patrol Officer Chris Nave sent his regards and is facilitating the Little League Championship at the ball field in his role as Little League President.
- Councilmember Douglass offered to be the second alternate for WACMAC. The last meeting was canceled at the last minute due to a lack of a quorum. He is willing to step in on-call if necessary.

Mayor Pro Tem Harvey

- Mayor Pro Tem Harvey had nothing to report.

3B. **City Operations – City Staff**

City Manager Miller

- City Manager Miller stated the business next to City Hall is slated to open soon.
- He thanked the Green Machine for putting together what promises to be a great 3rd of July Celebration. He stated the dedicated volunteers in Colfax are much appreciated.
- The final documents for the Winner Chevrolet purchase agreement have been signed. The appraisal came in at $580,000. Winner Chevrolet may become the fleet center for Northern California which will bring extra sales tax income to town.
- The Grant application for the California Energy Commission for DC Fast Charging Stations has been submitted. It was a very professional package put together by lead agency, Truckee-Donner Public Utility District.
- The City received the animal control contract from Placer County Animal Control. He spoke with the director and expressed his displeasure that the contract was submitted too late for this agenda and contained an increase in fees.

Councilmember Douglass has volunteered to speak with local veterinarians about providing the services instead of the County. The issue may be on the next agenda and the Director from Placer County has offered to speak to Council.

Mayor Pro Tem Harvey recognized John Schempf who will be appointed as the next city manager later in the evening.

3C. **Additonal Reports – Agency Partners**

Ty Conners, Placer County Sheriff's Office Colfax Substation Commander

- Sergeant Conners welcomed Mr. Schempf and stated he would miss City Manager Miller.
- He stated the damage at the ballpark constituted a felony and the Sheriff Department will find and hold the perpetrator accountable.
- He met with Chief LaBelle and Ms. Brothers to confirm public safety plans for the 3rd of July Celebration.
- Four Transient Liaison Officers will soon be hired by the Department. Colfax currently receives 60-70 calls each month related to transient issues. The new officers should be able to help in Colfax. Area officers and City staff recently cleaned up two camps and removed 30 yards of trash.
- Off Highway Vehicle patrols have begun for the season.
- The substation remodel is almost complete. The local probation officer will have an office in the substation.
- He thanked Foxey McCleary and the VFW for displaying the flags on Flag Day

Ty LaBelle, Colfax Battalion Chief

- Chief LaBelle reported a fire ban will begin on Monday.
- The Union Pacific debris piles are being chipped and removed.
- Please contact him regarding vegetation abatement issues.

Frank Klein, Colfax Area Chamber President

- Mr. Klein reminded Council the Chamber Mixer will be held tomorrow at the Colfax Mini Storage
- He gave a basket of Colfax mementos as a parting gift to City Manager Miller and thanked him for his service to Colfax. Linda Lou Haines added she will miss Mr. Miller and has always been impressed because Mr. Miller adopted the town and became part of the community.

4 <u>PUBLIC COMMENT</u>

Foxey McCleary, 127 Saunders Lane

- Announced the Colfax Garden Club tour will be Saturday from 9-4PM. Tickets are still available.

Kristy Brothers, Colfax Green Machine

- Ms. Brothers thanked Council for the $500 seed money which will be used toward Portable Toilets.
- The event will cost about $15,500 and the organization has raised approximately $11,000. Crispin Cider has donated beverages and storage area for the event.
- The media has helped with advertisement with articles in the Colfax Record and local radio commercials and interviews.

- The organizers are still looking for about 30 volunteers.

5 COUNCIL BUSINESS

5A. **Introduction and First Reading of Ordinance 529 of the City of Colfax Regulating Marijuana Cultivation, Dispensary, Delivery and Use.**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Introduce the proposed Ordinance 529, an Ordinance of the City of Colfax amending the Colfax Municipal Code Chapter 17.162 covering cultivation, dispensaries, use, delivery, and revenue requirements of medical marijuana in the City of Colfax, by title only, waive the first reading and continue for a second reading at the July 13, 2016 City Council meeting.

City Manager Miller stated this is a comprehensive ordinance which has been developed with Council direction. The ordinance needs to be adopted with 2 readings in order to put a measure the November ballot.
Councilmember Hesch remarked the County Board of Supervisors decision impacts the City ordinance. He feels this proposed Colfax ordinance does not give enough detail about how and who will enforce regulations and tax collection. He is concerned it does not state how much reduction the constituents will receive on their sewer service charges. He recommends Council read the County ordinance before adopting the Colfax ordinance. He asked Council to consider postponing the readings and hearing for the ordinance for a month.
Councilmember Stockwin asked if approval of the ordinance can be delayed.
City Attorney Cabral stated he agrees it would be useful to wait to approve the ordinance which can be approved any time before November 8.
Councilmember Stockwin stated if Council postpones the vote on the ordinance councilmembers should take the time to talk with those who work in the industry. He wants a definite schedule for approval. This topic must go to the constituents for a vote as promised.
Foxey McCleary stated she is in favor of having a dispensary in town because she knows people with cancer who benefit from medical marijuana.
Connie Heilaman mentioned she read an article that youth in Colorado are less interested in marijuana now that it is legal.
Shane Richie, a certified medical marijuana grower from Auburn, encouraged Council to move forward with the ordinance to legalize and regulate medical marijuana.
Jim Dion of the Colfax Theater stated Colfax is the only hope in Placer County for safe and affordable medical marijuana. He stated the tax revenues should go to the general fund. He requested the Council allow him to reopen his business now.

On a motion by Councilmember Hesch, seconded by Councilmember Stockwin, Council voted to postpone hearing the ordinance until the first meeting in August; August 10, 2016.
AYES: Douglass, Harvey, Hesch, Stockwin
ABSENT: Parnham

5B. **City Manager Contract**
STAFF PRESENTATION: Mark Miller, City Manager
RECOMMENDATION: Review the proposed draft City Manager Contract, receive any public comment, amend as appropriate and approve Resolution 24-2016.

City Manager Miller thanked Council for their hard work in the recruitment process for a new City Manager. He believes Council has chosen a good candidate and negotiated a fair contract.
Council nor the public had comments.

On a motion by Councilmember Hesch and a second by Councilmember Stockwin, Council approved Resolution 24-2016 authorizing an employment agreement with John B. Schempf to serve as Colfax City Manager.

6 ADJOURNMENT

As there was no further business on the agenda, Mayor Pro Tem Harvey adjourned the meeting at 8:43PM.

Mayor Pro Tem Harvey thanked City Manager Miller for his service as City Manager and invited everyone to stay and enjoy cake in his honor.

Respectfully submitted to City Council this 13th day of July, 2016

Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 13, 2016 COUNCIL MEETING

FROM: Wes Heathcock, Interim City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: June 29, 2016
SUBJECT: City of Colfax Cash Summary Report: May 2016

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

RECOMMENDED ACTION: Accept and File City of Colfax Cash Summary Report: May 2016.

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 yearly.
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:

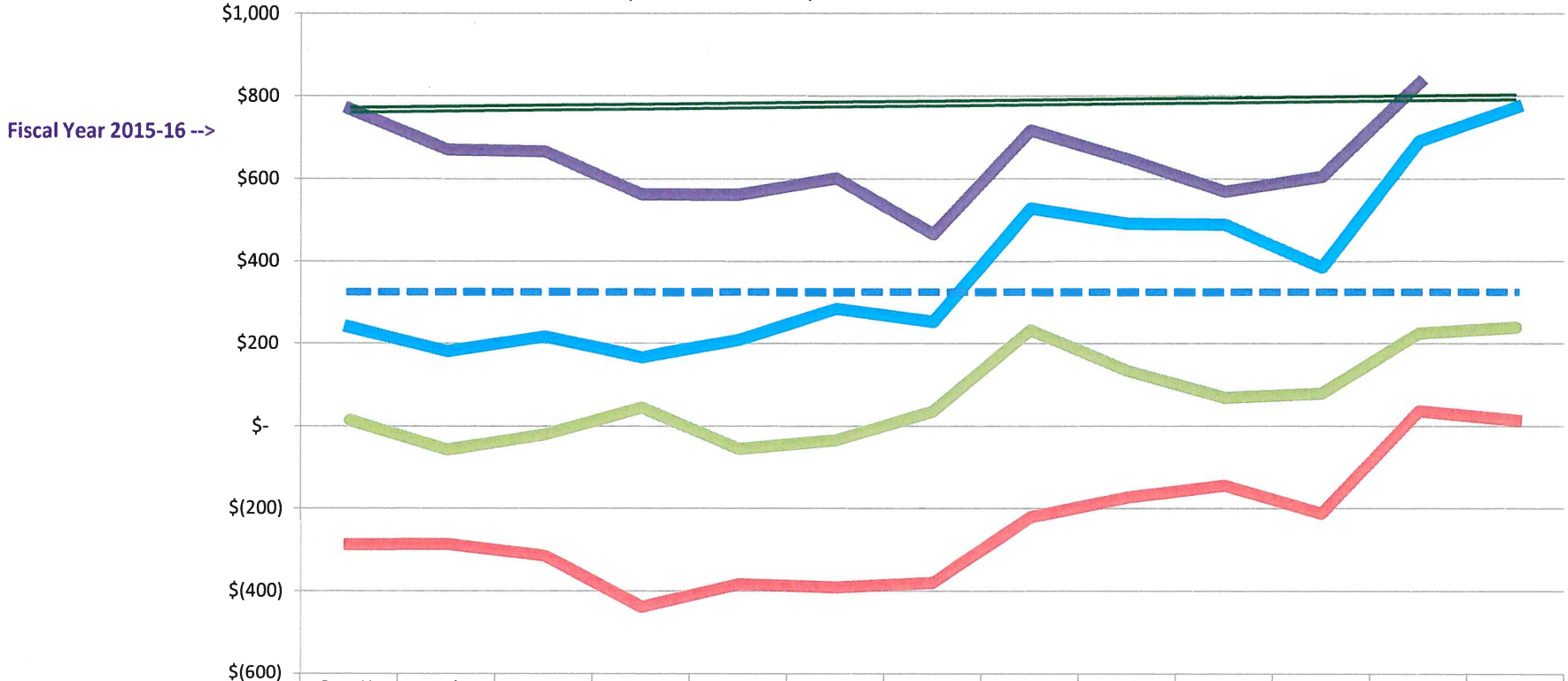
The attached reports reflect an overview of the financial transactions of the City of Colfax in May 2016.
Monthly highlights include:

- General Fund Reserved Cash is tracking consistently with previous years and our General Fund Reserve balance has been met consistently for the past sixteen months.
- The 2nd installment (Teeter 45%) of property taxes and delinquent charges was received from Placer Co.
- Negative fund balances in Restricted and Capital Funds are due to timing of funding allocations and reimbursements.
  - Full funding is expected for Fund 250 – The first payment of Local Transportation funds from PCTPA (50% of annual apportionment) was received in March – the balance is expected by June. Funds are also scheduled to be transferred from Fund 253 Gas Taxes as budgeted (estimate is approximately $30K)
  - Capital Fund 350 (UPPR Ped Xing Project) received PTSMEA funding from PCTPA in February and the first reimbursement payment from Cal Trans ($244K) has been received in March. Final project costs were paid in June – and will be followed up with a reimbursement request to Cal Trans. Union Pacific costs over budget are being reviewed.

ATTACHMENTS:

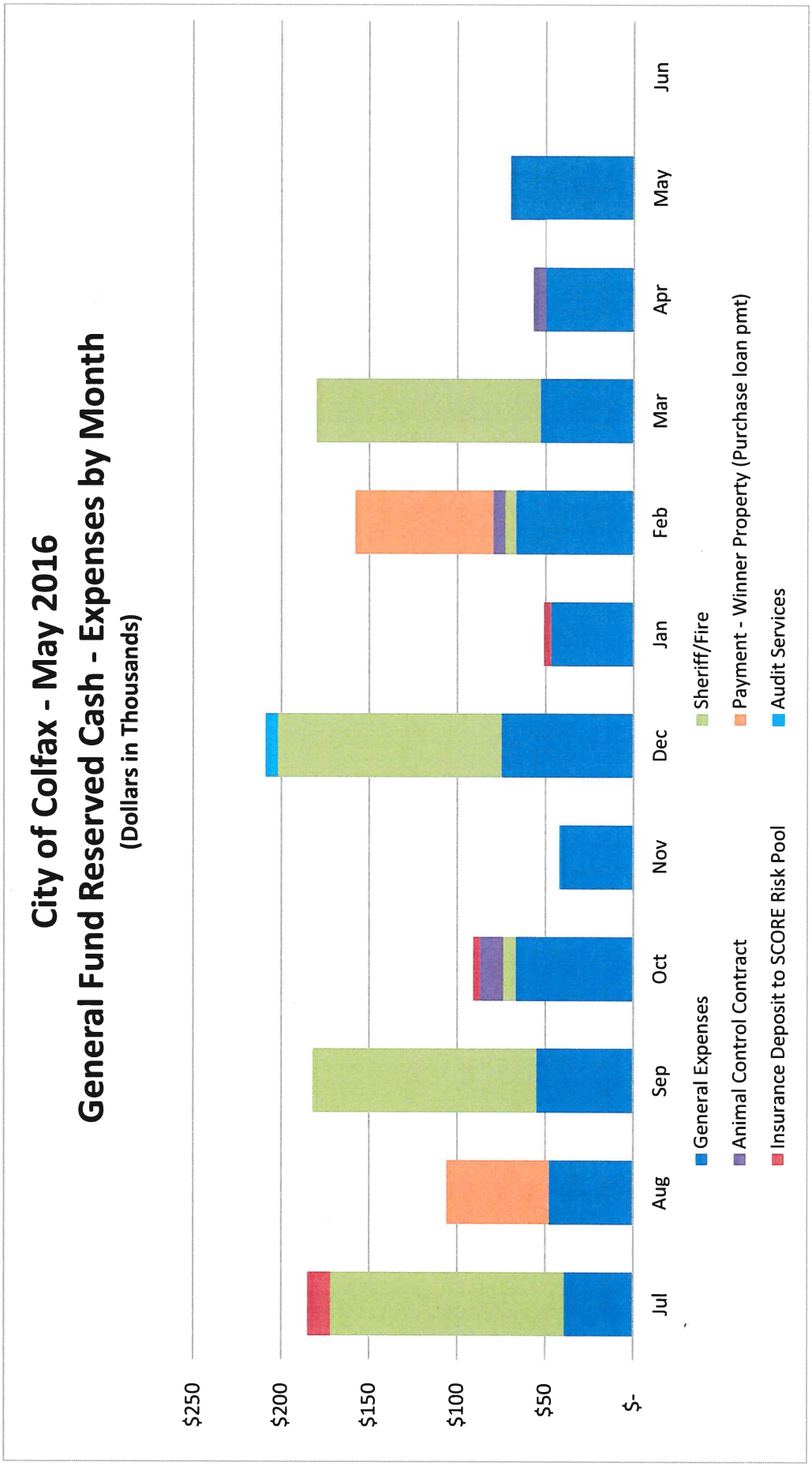
1. General Fund Reserved Cash Analysis Graphs
   a. Cash Analysis – Balance
   b. Expenses by Month
   c. Revenues by Month
2. Cash Activity Reports
   a. Cash Summary
   b. Cash Transaction Report – by individual fund
   c. Check Register Report
   d. Daily Cash Summary Report

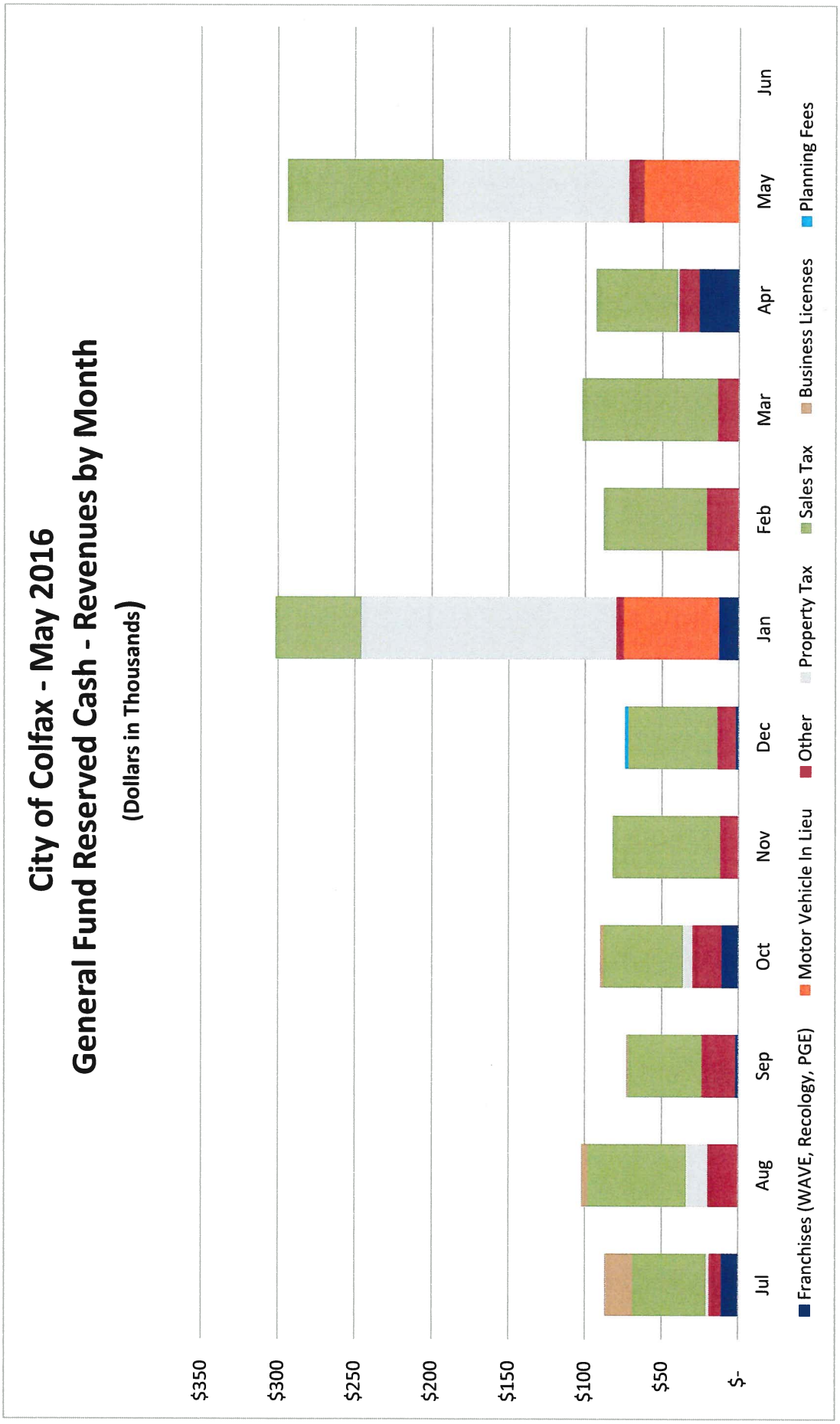
City of Colfax - May 2016
General Fund Reserved Cash Analysis
(Dollars in Thousands)



	Prev Yr	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Cash Balance FY2015-16	$768	$670	$666	$562	$561	$601	$466	$717	$647	$569	$605	$831	
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 - May 2016
General Fund Reserved Cash - Expenses by Month
(Dollars in Thousands)
$250
$200
$150
$100
$50
$-
Jul
Aug
Sep
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
Jun
General Expenses
Animal Control Contract
Insurance Deposit to SCORE Risk Pool
Sheriff/Fire
Payment - Winner Property (Purchase loan pmt)
Audit Services


City of Colfax - May 2016
General Fund Reserved Cash - Revenues by Month
(Dollars in Thousands)
$350
$300
$250
$200
$150
$100
$50
$-
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
May 31, 2016

	Balance 04/30/16	Revenues In	Expenses Out	Transfers	Balance 05/31/2016
US Bank	$ 227,544.25	$ 585,458.41	$ (317,474.68)	$ (350,000.00)	$ 145,527.98
LAIF	$ 3,356,910.42	$ -		$ 350,000.00	$ 3,706,910.42
Total Cash - General Ledger	$ 3,584,454.67	$ 585,458.41	$ (317,474.68)	$ -	$ 3,852,438.40
Petty Cash (In Safe)	$ 300.00				$ 300.00
Total Cash	$ 3,584,754.67	$ 585,458.41	$ (317,474.68)	$ -	$ 3,852,738.40

Change in Cash Account Balance - Total **$ 267,983.73**

Attached Reports:

1. Cash Transactions Report (By Individual Fund)
2. Check Register Report (Accounts Payable) $ (164,841.76)
3. Cash Receipts - Daily Cash Summary Report $ 381,539.51

Payroll Checks and Tax Deposits	$	(71,626.15)
Utility Billings - Receipts	$	122,579.59
Bank Service Charge	$	(125.35)
Voided checks	$	457.89
	$	-
	$	**267,983.73**

$ -

Prepared by: Laurie Van Groningen 6/27/16
Laurie Van Groningen, Finance Director

Reviewed by:
~~Mark Miller, City Manager~~
Wes Heathcock, Interim City Manager

City of Colfax

Cash Transactions Report - May 2016

	Beginning Balance	Debit Revenues	Credit (Expenditures)	Ending Balance
Fund Type: 1.11 - General Fund - Unassigned				
Fund: 100 - General Fund	$ 822,962.20	$ 294,683.87	$ (69,782.49)	$ 1,047,863.58
Fund: 120 - Land Development Fees	$ 8,627.94	$ -	$ -	$ 8,627.94
Fund: 570 - Garbage Fund	$ (225,953.89)	$ -	$ -	$ (225,953.89)
Fund Type: 1.11 - General Fund - Unassigned	**$ 605,636.25**	**$ 294,683.87**	**$ (69,782.49)**	**$ 830,537.63**
Fund Type: 1.14 - General Fund - Restricted				
Fund: 571 - AB939 Landfill Diversion	$ 30,517.26	$ -	$ -	$ 30,517.26
Fund: 572 - Landfill Post Closure Maintenance	$ 785,448.35	$ -	$ (6,489.72)	$ 778,958.63
Fund Type: 1.14 - General Fund - Restricted	**$ 815,965.61**	**$ -**	**$ (6,489.72)**	**$ 809,475.89**
Fund Type: 1.24 - Special Rev Funds - Restricted				
Fund: 210 - Mitigation Fees - Roads	$ 52,726.76	$ -	$ -	$ 52,726.76
Fund: 211 - Mitigation Fees - Drainage	$ 3,045.79	$ -	$ -	$ 3,045.79
Fund: 212 - Mitigation Fees - Trails	$ 42,670.80	$ -	$ -	$ 42,670.80
Fund: 213 - Mitigation Fees - Parks/Rec	$ 97,717.50	$ -	$ -	$ 97,717.50
Fund: 214 - Mitigation Fees - City Bldgs	$ 943.40	$ -	$ -	$ 943.40
Fund: 215 - Mitigation Fees - Vehicles	$ 4,487.96	$ -	$ -	$ 4,487.96
Fund: 217 - Mitigation Fees - DT Parking	$ 26,597.47	$ -	$ -	$ 26,597.47
Fund: 218 - Support Law Enforcement	$ 23,365.54	$ 13,078.14	$ -	$ 36,443.68
Fund: 241 - CDBG Housing Rehabiliation	$ 94,488.89	$ -	$ -	$ 94,488.89
Fund: 244 - CDBG MicroEnterprise Lending	$ 120,287.36	$ -	$ -	$ 120,287.36
Fund: 250 - Streets - Roads/Transportation	$ (64,898.48)	$ 90.00	$ (14,724.42)	$ (79,532.90)
Fund: 253 - Gas Taxes	$ 45,399.43	$ 3,971.53	$ (2,993.37)	$ 46,377.59
Fund: 270 - Beverage Container Recycling	$ 38,141.07	$ -	$ -	$ 38,141.07
Fund: 280 - Oil Recycling	$ 3,708.91	$ -	$ (382.56)	$ 3,326.35
Fund: 286 - Community Projects	$ 5,260.09	$ -	$ -	$ 5,260.09
Fund: 292 - Fire Department Capital Funds	$ 143,976.48	$ -	$ (4,008.89)	$ 139,967.59
Fund: 342 - Fire Construction - Mitigation	$ 2,426.04	$ -	$ -	$ 2,426.04
Fund: 343 - Recreation Construction	$ 2,426.49	$ -	$ -	$ 2,426.49
Fund Type: 1.24 - Special Rev Funds - Restric	**$ 642,771.50**	**$ 17,139.67**	**$ (22,109.24)**	**$ 637,801.93**
Fund Type: 1.34 - Capital Projects - Restricted				
Fund: 350 - Street Improvement Projects	$ (8,518.56)	$ -	$ (225.00)	$ (8,743.56)
Fund: 370 - North Main Street Bike Route	$ (9,372.95)	$ -	$ (13,808.50)	$ (23,181.45)
Fund: 375 - East Oak Street Sidewalk	$ (422.91)	$ -	$ (67.50)	$ (490.41)
Fund Type: 1.34 - Capital Projects - Restricted	**$ (18,314.42)**	**$ -**	**$ (14,101.00)**	**$ (32,415.42)**
Fund Type: 2.11 - Enterprise Funds - Unassigned				
Fund: 560 - Sewer	$ 435,259.01	$ 114,241.17	$ (118,813.25)	$ 430,686.93
Fund: 561 - Sewer Liftstations	$ 364,129.62	$ 13,538.21	$ (14,552.83)	$ 363,115.00
Fund: 563 - Wastewater Treatment Plant	$ 357,721.75	$ 34,599.09	$ -	$ 392,320.84
Fund: 564 - Sewer Connections	$ 41,080.00	$ -	$ -	$ 41,080.00
Fund: 565 - General Obligation Bond 1978	$ 15,188.10	$ 897.51	$ -	$ 16,085.61
Fund: 567 - Inflow & Infiltration	$ 323,817.47	$ 31,180.01	$ -	$ 354,997.48
Fund Type: 2.11 - Enterprise Funds - Unassigi	**$ 1,537,195.95**	**$ 194,455.99**	**$ (133,366.08)**	**$ 1,598,285.86**
Fund Type: 9.0 - CLEARING ACCOUNT				
Fund: 998 - PAYROLL CLEARING FUND	$ 1,499.78	$ 79,178.88	$ (71,626.15)	$ 9,052.51
Fund Type: 9.0 - CLEARING ACCOUNT	**$ 1,499.78**	**$ 79,178.88**	**$ (71,626.15)**	**$ 9,052.51**
Grand Totals:	**$ 3,584,754.67**	**$ 585,458.41**	**$ (317,474.68)**	**$ 3,852,738.40**

Check Register Report

Checks Processed - May 2016

Date: 06/25/2016
Time: 11:18 am
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							
51718	05/09/2016	Printed		01122	A & A STEPPING STONE MFG., INC	BRICK FOR MONUMENT	125.13
51719	05/09/2016	Printed		01460	AMERIPRIDE UNIFORM SERVICE	APRIL UNIFORMS & SUPPLIES	536.44
51720	05/09/2016	Printed		01650	AQUA SIERRA CONTROLS INC.	CALIBRATE ABB	810.80
51721	05/09/2016	Printed		11202	ARACO TOWING & AUTOMOTIVE	"90" FORD TOW	280.00
51722	05/09/2016	Printed		657	AUBURN TROPHIES AND MORE	FIRE DEPT.	39.13
51723	05/09/2016	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR NO	TEMP LABOR	1,782.73
51724	05/09/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP	1,197.60
51725	05/09/2016	Printed		04260	DEPARTMENT OF WATER RESOURCES	WASTE WATER	12,388.00
51726	05/09/2016	Void	05/11/2016	06278	FRONTIER COMMUNICATIONS	WWTP PHONE SERVICE	0.00
51727	05/09/2016	Printed		07465	GOLD MINER PEST CONTROL	WWTP PEST CONTROL	210.00
51728	05/09/2016	Printed		08070	HANSEN BROS. ENTERPRISES	BASE ROCK	157.27
51729	05/09/2016	Printed		08170	HILLS FLAT LUMBER CO	STMT 04/25/2016	833.70
51730	05/09/2016	Printed		08660	HUNT AND SONS, INC.	FUEL PUBLIC WORKS	434.01
51731	05/09/2016	Printed		09540	INTERSTATE SALES	POT HOLE PATCH	1,990.36
51732	05/09/2016	Printed		10400	JOBS AVAILABLE INC.	CITY MANAGER	491.40
51733	05/09/2016	Printed		12200	LEAGUE OF CALIFORNIA CITIES	CITY MANAGER AD	1,150.00
51734	05/09/2016	Printed		16011(2)	PELLETREAU, ANDERSON & CABRAL	STMT 05-01-2016	4,860.82
51735	05/09/2016	Printed		16035	PG&E	STMT 04/22/2016	16,562.47
51736	05/09/2016	Printed		16300	PLACER COUNTY WATER AGENCY	WATER	1,472.26
51737	05/09/2016	Printed		16165	PLACER COUNTY ENVIRONMENTAL	LEA INSPECTION	1,837.50
51738	05/09/2016	Printed		19070	SCORE - SMALL CITIES ORGANIZED	LIABILITY ASSESSMENT	20,644.80
51739	05/09/2016	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT	6,386.25
51740	05/09/2016	Printed		23169	WAVE BUSINESS SOLUTIONS	Internet/Phone City Hall	240.10
51742	05/18/2016	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER - CITY HALL/CORP WWTP	110.27
51743	05/18/2016	Printed		01500	ANDERSON'S SIERRA	PLEASANT ST. DRAIN	665.65
51744	05/18/2016	Printed		01766	AT&T MOBILITY	APRIL 2016 CELL PHONES	504.21
51745	05/18/2016	Printed		01790	AUBURN OFFICE PRODUCTS	OFFICE SUPPLIES	246.66
51746	05/18/2016	Printed		01793	AUBURN PLUMBING	E OAK SIDEWALK PROJECT	600.00
51747	05/18/2016	Printed		02630	BENNETT ENGINEERING SERVICES	N. MAIN ST. BIKE RATE	13,808.50
51748	05/18/2016	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR NO	TEMP LABOR	854.00
51749	05/18/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	WK 05/01/2016 TEMP	598.80
51750	05/18/2016	Printed		03450	CITY OF LINCOLN	CITY OFFICIALS DINNER	100.00
51751	05/18/2016	Printed		03493	COASTLAND CIVIL ENGINEERING	EAST OAK ADA IMPROVEMENT	512.50
51752	05/18/2016	Printed		04234	DE LAGE LANDEN FINANCIAL	COPY MACHINE MAINT	469.43
51753	05/18/2016	Printed		04400	DIAMOND WELL DRILLING CO.	MARCH 2016 MONITORING	3,091.00
51754	05/18/2016	Printed		04299	DKF SOLUTIONS GROUP	SANITARY SEWER OVERFLOW	1,400.00
51755	05/18/2016	Printed		06420	FISHER'S WASTEWATER SERVICES	TEMP WWTP WORKER	260.00
51756	05/18/2016	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE SERVICE	173.34
51757	05/18/2016	Printed		07460	GOLD COUNTRY MEDIA	AD MWI WORKER	699.80
51758	05/18/2016	Printed		08050	HACH COMPANY	WWTP SUPPLIES	210.96
51759	05/18/2016	Printed		08084(2)	WES HEATHCOCK,	TUITION REIMBURSEMENT	1,200.00
51760	05/18/2016	Printed		08159	HILL BROTHERS CHEMICAL CO.	CHEMICAL	7,671.92
51761	05/18/2016	Printed		18193	RECOLOGY AUBURN PLACER	APRIL DEBRIS BOX RENTAL	460.00
51762	05/18/2016	Printed		18400	RIEBES AUTO PARTS	OIL AND CHEV TRUCK SERVICE	405.40
51763	05/18/2016	Printed		19320	SOLENIS	WWTP CHEMICAL	1,577.03
51764	05/18/2016	Printed		19743	WILL STOCKWIN	4/11/2016	57.50
51765	05/18/2016	Printed		19791	SUTTER MEDICAL FOUNDATION	REVIEW RESPIRATORY	34.00

Check Register Report

Checks Processed - May 2016

Date: 06/28/2016
Time: 11:18 am
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							
51766	05/18/2016	Printed		23169	WAVE BUSINESS SOLUTIONS	COLFAX CITY INTERNET/PHONE	230.90
51767	05/18/2016	Printed		23301	WESTERN PLACER WASTE	APRIL SLUDGE REMOVAL	608.52
51768	05/18/2016	Printed		23440	STEVE WILLIAMS	OVER CHARGE BLDG PERMIT	56.71
51769	05/26/2016	Printed		01448	AMERIGAS - COLFAX	PROPANE DEPOT	101.04
51770	05/26/2016	Printed		01448	AMERIGAS - COLFAX	PROPANE SHERIFF	50.25
51771	05/26/2016	Printed		01448	AMERIGAS - COLFAX	PROPANE CITY HALL	126.58
51772	05/26/2016	Printed		01448	AMERIGAS - COLFAX	PROPANE FIRE DEPT	14.80
51773	05/26/2016	Printed		02055	BANNER COMMUNICATIONS &	FIRE PAGER MAINT	245.50
51774	05/26/2016	Printed		02829(2)	BLUE RIBBON PERSONNEL LABOR NO	TEMP LABOR	1,675.98
51775	05/26/2016	Printed		02829	BLUE RIBBON PERSONNEL SERVICES	TEMP ACT 5/8/2016	1,197.60
51776	05/26/2016	Printed		02901	BUREAU VERITAS NORTH AMERICA	BLDG. OFFICIAL SERVICE	4,080.00
51777	05/26/2016	Printed		04592	DWAYNE ARMSTRONG COMMUNICATION	WWTP INTERNET	99.95
51778	05/26/2016	Printed		06278	FRONTIER COMMUNICATIONS	WWTP PHONE SERVICE	175.02
51779	05/26/2016	Printed		07465	GOLD MINER PEST CONTROL	FIRE STATION	190.00
51780	05/26/2016	Printed		08200	HINDERLITER, DE LLAMAS & ASSOC	CONTRACTAUDIT SERVICES	611.48
51781	05/26/2016	Printed		08562	HOWELL'S GARAGE DOORS, INC	REPAIR VFD	175.00
51782	05/26/2016	Printed		08660	HUNT AND SONS, INC.	FUEL PUBLIC WORKS	161.60
51783	05/26/2016	Printed		09540	INTERSTATE SALES	POT HOLE PATCH	605.76
51784	05/26/2016	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING MAY 2016	825.00
51785	05/26/2016	Printed		18193	RECOLOGY AUBURN PLACER	MAY TAX ROLLS 40% FY 2016	2,358.97
51786	05/26/2016	Printed		18194	RGS - REGIONAL GOV SERVICES	APRIL PLANNING SERVICES	4,227.50
51787	05/26/2016	Printed		20048	TALL BOOTS PUMPING SERVICES	DAM INSPECTION	1,430.00
51788	05/26/2016	Printed		21560	US BANK CORPORATE PMT SYSTEM	STMT APRIL 22 2016	2,095.04
51789	05/26/2016	Printed		23169	WAVE BUSINESS SOLUTIONS	RAILROAD DEPOT PHONE	15.63
51790	05/31/2016	Printed		01418	ALL PHASE AUTO	FUEL PUMP/FUEL FILTER	588.98
51791	05/31/2016	Printed		01500	ANDERSON'S SIERRA	BRASS BALL VALVE	54.10
51792	05/31/2016	Printed		02206	BEN TOILET RENTALS	BP VEGATATION PROJECT	145.56
51793	05/31/2016	Printed		12203	LEAGUE OF CA CITIES-SAC. VALLE	Membership Dues 2016	50.00
51794	05/31/2016	Printed		16035	PG&E	STMT 4/22 - 5/22/16	21,731.35
51795	05/31/2016	Printed		19279	SERVICE ENGINEERING	#1 & #2 CONTACT BASIN	180.00
51796	05/31/2016	Printed		16600	STATIONARY ENGINEERS, LOCAL 39	MAY EMPLOYERS REPORT	7,824.00
51797	05/31/2016	Printed		19796	SWARTZ DIESEL	FIRETRUCK INJECTOR	2,767.20

Total Checks: 79 **Checks Total (excluding void checks): 164,841.76**

Total Payments: 79 **Bank Total (excluding void checks): 164,841.76**

Total Payments: 79 **Grand Total (excluding void checks): 164,841.76**

DAILY CASH SUMMARY REPORT

05/01/2016 - 05/31/2016

6/27/2016
6:16 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
Fund: 100 - General Fund							
95532	2	05/13/2016	CR	100-000-1000	13.80	0.00	13.80
95533	2	05/13/2016	CR	100-000-1000	197.25	0.00	197.25
95534	2	05/13/2016	CR	100-000-1000	111.31	0.00	111.31
95535	2	05/13/2016	CR	100-000-1000	50.00	0.00	50.00
95536	2	05/13/2016	CR	100-000-1000	500.00	0.00	500.00
95538	2	05/13/2016	CR	100-000-1000	20.00	0.00	20.00
95539	2	05/13/2016	CR	100-000-1000	100.00	0.00	100.00
95540	2	05/13/2016	CR	100-000-1000	102.21	0.00	102.21
95541	2	05/13/2016	CR	100-000-1000	188.06	0.00	188.06
95542	2	05/13/2016	CR	100-000-1000	151.88	0.00	151.88
95543	2	05/13/2016	CR	100-000-1000	754.13	0.00	754.13
95544	2	05/13/2016	CR	100-000-1000	371.09	0.00	371.09
95546	2	05/13/2016	CR	100-000-1000	38.50	0.00	38.50
95547	2	05/13/2016	CR	100-000-1000	76.00	0.00	76.00
95548	2	05/13/2016	CR	100-000-1000	38.50	0.00	38.50
95549	2	05/13/2016	CR	100-000-1000	385.55	0.00	385.55
95550	2	05/13/2016	CR	100-000-1000	1,344.90	0.00	1,344.90
95552	2	05/13/2016	CR	100-000-1000	512.96	0.00	512.96
95553	2	05/13/2016	CR	100-000-1000	2,769.62	0.00	2,769.62
95554	2	05/13/2016	CR	100-000-1000	150.00	0.00	150.00
95555	2	05/13/2016	CR	100-000-1000	1,000.00	0.00	1,000.00
05/13/2016		Daily Totals			**8,875.76**	**0.00**	**8,875.76**
95825	2	05/14/2016	CR	100-000-1000	0.00	125.35	-125.35
05/14/2016		Daily Totals			**0.00**	**125.35**	**-125.35**
95561	2	05/18/2016	CR	100-000-1000	215,366.50	0.00	215,366.50
95787	2	05/18/2016	CR	100-000-1000	70,000.00	0.00	70,000.00
05/18/2016		Daily Totals			**285,366.50**	**0.00**	**285,366.50**
95788	2	05/19/2016	CR	100-000-1000	63.75	0.00	63.75
05/19/2016		Daily Totals			**63.75**	**0.00**	**63.75**
95790	2	05/23/2016	CR	100-000-1000	377.86	0.00	377.86
05/23/2016		Daily Totals			**377.86**	**0.00**	**377.86**
Fund: 100 - General Fund				**TOTALS:**	**294,683.87**	**125.35**	**294,558.52**
Fund: 218 - Support Law Enforcement							
95561	8	05/18/2016	CR	218-000-1000	13,078.14	0.00	13,078.14
05/18/2016		Daily Totals			**13,078.14**	**0.00**	**13,078.14**
Fund: 218 - Support Law Enforcement				**TOTALS:**	**13,078.14**	**0.00**	**13,078.14**
Fund: 250 - Streets - Roads/Transportation							
95537	2	05/13/2016	CR	250-000-1000	90.00	0.00	90.00

DAILY CASH SUMMARY REPORT

05/01/2016 - 05/31/2016

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
05/13/2016		Daily Totals			**90.00**	**0.00**	**90.00**
Fund: 250 - Streets - Roads/Transportation				**TOTALS:**	**90.00**	**0.00**	**90.00**
Fund: 253 - Gas Taxes							
95556	2	05/02/2016	CR	253-000-1000	3,971.53	0.00	3,971.53
05/02/2016		Daily Totals			**3,971.53**	**0.00**	**3,971.53**
Fund: 253 - Gas Taxes				**TOTALS:**	**3,971.53**	**0.00**	**3,971.53**
Fund: 560 - Sewer							
95823	2	05/04/2016	CR	560-000-1000	200.00	0.00	200.00
05/04/2016		Daily Totals			**200.00**	**0.00**	**200.00**
95551	2	05/13/2016	CR	560-000-1000	1,035.00	0.00	1,035.00
05/13/2016		Daily Totals			**1,035.00**	**0.00**	**1,035.00**
95561	13	05/18/2016	CR	560-000-1000	37,052.02	0.00	37,052.02
05/18/2016		Daily Totals			**37,052.02**	**0.00**	**37,052.02**
Fund: 560 - Sewer				**TOTALS:**	**38,287.02**	**0.00**	**38,287.02**
Fund: 561 - Sewer Liftstations							
95545	2	05/13/2016	CR	561-000-1000	407.00	0.00	407.00
05/13/2016		Daily Totals			**407.00**	**0.00**	**407.00**
95789	2	05/23/2016	CR	561-000-1000	407.00	0.00	407.00
05/23/2016		Daily Totals			**407.00**	**0.00**	**407.00**
Fund: 561 - Sewer Liftstations				**TOTALS:**	**814.00**	**0.00**	**814.00**
Fund: 565 - General Obligation Bond 1978							
95561	10	05/18/2016	CR	565-000-1000	897.51	0.00	897.51
05/18/2016		Daily Totals			**897.51**	**0.00**	**897.51**
Fund: 565 - General Obligation Bond 1978				**TOTALS:**	**897.51**	**0.00**	**897.51**
Fund: 567 - Inflow & Infiltration							
95561	17	05/18/2016	CR	567-000-1000	29,717.44	0.00	29,717.44
05/18/2016		Daily Totals			**29,717.44**	**0.00**	**29,717.44**

DAILY CASH SUMMARY REPORT

05/01/2016 - 05/31/2016

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number		Debit	Credit	Net Chng
Fund: 567 - Inflow & Infiltration					**TOTALS:**	**29,717.44**	**0.00**	**29,717.44**
					GRAND TOTALS:	**381,539.51**	**125.35**	**381,414.16**

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 13, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Laurie Van Groningen, Finance Director
DATE: July 6, 2016
SUBJECT: Audit Services Contract

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $16,800**	**FROM FUND: 100, 250, 560**

RECOMMENDED ACTION: Adopt Resolution 25-2016 Authorizing the City Manager to Execute an Agreement with Richardson & Co., LLP to provide Annual Audit Services for the Fiscal Year ending June 30, 2016.

BACKGROUND AND ANALYSIS:

The City is required to have its financial records audited each fiscal year. Richardson and Company has provided these audit services to the City since fiscal year 2006-2007. Due to the length of services only, staff proposes that the City consider a new RFP for audit services for the fiscal year 2016-2017.

The engagement letter setting forth the understanding of services for the audit of City financial records for the period ending June 30, 2016 is attached.

FISCAL IMPACT:

Cost of audit is $16,800 plus out of pocket mileage expenses. This is at the same rate last year. Audit costs are budgeted and allocated over Funds 100 (General), 250 (Streets and Roads) and 560 (Sewer Enterprise). If required (expenditures in Fiscal Year greater than $500K), a Single Audit will cost $2,625. A Single Audit is not anticipated for the year ended June 30, 2016.

CONCLUSION:

Staff recommends adoption of Resolution 25-2016.

ATTACHMENTS:

1. Resolution 25-2016
2. Richardson & Company engagement letter dated June 24, 2016

City of Colfax
City Council

Resolution № 25-2016

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RICHARDSON & COMPANY, LLP TO PROVIDE ANNUAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2016

WHEREAS, the City of Colfax is required by law to have its financial records audited on an annual basis; and

WHEREAS, Richardson & Company, LLP is under contract with the City to provide such services; and

WHEREAS, the City Council has determined that it is in the best interests of the City to extend the existing contract with Richardson & Company, LLP for an additional year and engage that firm to conduct an audit of the City's financial records for Fiscal Year 2015-2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:

1. The City Council hereby authorizes the City Manager to execute an agreement extending the contract with Richardson & Co to provide auditing services for City Fiscal Year 2015-2016.
2. The City Council authorizes the appropriation and/or expenditure of a Professional Services fee of $16,800 plus mileage expenses and a Single Audit fee of $2,625 to provide the services authorized by this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 13th day of July, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

550 Howe Avenue, Suite 210
Sacramento, California 95825

Telephone: (916) 564-8727
FAX: (916) 564-8728

June 24, 2016

City of Colfax
33 South Main Street
Colfax, California 95713

We are pleased to confirm our understanding of the services we are to provide for the City of Colfax (City) for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements as of and for the year June 30, 2016. Accounting standard generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.

2. Budget and Actual Comparisons for Major Funds (General and Special Revenue Funds)

3. Schedule of the City's Proportionate Share of the Net Pension Liability and Schedule of Contributions to the Pension Plan

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. Supplementary information other than RSI, such as combining and individual fund financial statements, also accompanies City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other

records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.

2. Combining financial statements for non-major governmental funds, permanent funds and agency funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement, or may withdraw from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Management's responsibilities include informing us of their knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report.

You are responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued

with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the periods covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with

selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards. Because of the importance of oral and written management representations to an effective audit, the City releases and indemnifies Richardson & Company, LLP and its personnel from any and all claims, liabilities, costs and expenses attributable to any active negligence on the part of the City.

Audit Procedures-Internal Control

Our audit will include obtaining an understanding of the design of the entity and its environment, including internal control, sufficient to assess the results of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will communicate to management and those charged with governance on internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards.*

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

Audit Administration and Other

Ingrid Sheipline will serve as the engagement director and will be responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Richardson & Company, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the California State Board of Accountancy or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. The firm will also make available its workpapers and respond to all reasonable inquiries of successor auditors and others to review workpapers of the City, upon the City's written request or consent. If requested, access to such audit documentation will be provided under the supervision of Richardson & Company, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. All professional and administrative services and expenses relating to such access will be charged as an additional expense to the City at the rates listed in the Professional Fees section of this letter. The workpapers for this or any engagement for you will be retained for a minimum of seven years after the date the auditor's report is issued, or longer if required by generally accepted auditing standards.

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our workpapers or our personnel to respond to inquiries or serve as witnesses with respect to this or any engagement for you, you will, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, in responding to such a request. If such a request is made, and unless we are obligated by law or legal process to the contrary, we will inform you prior to providing such access.

If the City intends to publish or otherwise reproduce in any document our report on the City's financial statements, or otherwise make reference to our Firm in a document that contains other information in addition to the audited financial statements (e.g., in a debt offering circular for example), the City agrees that prior to making any such use of our report, or reference to our Firm, management will provide us with a draft of the document to read and obtain our approval for the inclusion or incorporation by reference of our report, or the reference to our Firm, in such document before the document is printed and distributed. The inclusion or incorporation by reference of our report in any such document would constitute the reissuance of our report and any request by the City to reissue our report or to consent to its inclusion or incorporation by reference in an offering or other document will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any services that would need to be performed in connection with any such request to make use of our report, or reference to our Firm; fees for such services would be based upon the rates for additional services as described in the Professional Fees section.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, if applicable, you understand that electronic sites are a means to distributed information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our Firm, as well as all other accounting firms with a significant audit practice, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our current peer review report accompanies this letter.

Professional Fees

Our fee for audit services for the year ended June 30, 2016 will be $17,500, plus out-of-pocket mileage expenses. If the City would like to have us prepare the Annual Financial Transactions Report to the State Controller, our fee would be $2,500 for the year ended June 30, 2016. It would be completed by the February 1, 2017 due date.

This fee estimate is based on the assumption that the advance preparation package will be completed and all information will be available on or before the day fieldwork begins. The fee estimate is also based on anticipated cooperation from your personnel and the assumption that the City will retain the current Finance Director and that unexpected circumstances will not be encountered during the audit. This fee estimate also assumes that the City will post all normal closing entries prior to the date the audit begins, including those resulting in audit adjustments the previous year, and prepare the tables for the footnote disclosures. If a significant number of audit adjustments are proposed or if the City loses key accounting personnel before the audit is complete, such changes could have a direct impact on the audit timetable and number of hours we incur to aid the City in preparing adjustments and revising workpapers to agree to final balances as reported. To the extent possible, we will utilize your existing schedules and workpapers in our audit process. In the event that the advance preparation package is not completed on time, there are changes in key accounting personnel, normal closing entries are not posted before our audit begins and the preparation or reconciliation of schedules is necessary, or if our current understanding and/or expectations are not met and additional time is necessary for, but not limited to, any of the other preceding reasons, we will charge a fee for the additional services based on our regular hourly rates in addition to the proposed fee.

In the event that the scope of our audit has to be increased due to changes in accounting or auditing pronouncements and standards, laws or regulations, material weaknesses in the internal control environment or significant changes in operations, we will discuss the situation with you and arrive at a new fee arrangement.

Additional Services: The fee for additional services provided under this engagement letter or otherwise requested by the City, if any, will be based on a rate per hour by staff classification as follows:

Classification	Rate Per Hour
Partner	$ 180
Senior Manager	160
Managers	140
Supervisors	120
Seniors	100
Staff	80
Administrative Staff	65

If any provision in this letter is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

* * * * *

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

RICHARDSON & COMPANY, LLP

Ingrid M. Sheipline

Ingrid M Sheipline, CPA
Managing Partner

Response:

This letter correctly sets forth the understanding of the City.

By:_____

Title: _____

Davis Kinard & Co, PC
CERTIFIED PUBLIC ACCOUNTANTS
Quality. Integrity. Knowledge.

First Financial Bank Building
400 Pine Street, Ste. 600, Abilene, TX 79601
325.672.4000 / 800.588.2525 / f: 325.672.7049
www.dkcpa.com

System Review Report

July 15, 2015

To the Partners of
Richardson & Company, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of **Richardson & Company, LLP** (the firm) in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of **Richardson & Company, LLP** in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. **Richardson & Company, LLP** has received a peer review rating of *pass*.

Davis Kinard & Co, PC

Certified Public Accountants

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 13, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Lorraine Cassidy, City Clerk
DATE: July 5, 2016
SUBJECT: Oil Recycling Grant

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

RECOMMENDED ACTION: Adopt Resolution 26-2016 Authorizing submittal of application for payment programs and related authorizations for CalRecycle payment programs.

BACKGROUND AND ANALYSIS:

Annually, the City files for and has successfully received grant funds from CalRecycle. In the past, these funds were used to operate an oil recycling center for City residents. The Center has proven to be difficult to staff effectively and the center has been miss-used by residents. Staff has proposed closing the Center in the future when curb-side oil, filters, and anti-freeze collection will be provided through the solid waste franchise. Grant funds will be used to operate the Oil Recycling Center in the interim as well as for other related recycling programs such as public education, outreach and promotional items.

CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The grant provides $5,000 to qualifying jurisdictions for the CalRecycle Used Oil Payment Program.

CONCLUSION:

In compliance with CalRecycle's policies staff requests the adoption of the attached resolution naming Community Services Director, Wes Heathcock, as the signature authority to execute all necessary documents for the grant.

ATTACHMENTS:

a. Resolution 26-2016

City of Colfax
City Council

Resolution № 26-2016

AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City of Colfax is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Community Services Director, or his designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

THE FORGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 13th day of July, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 13, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Wes Heathcock, Community Services Director
DATE: June 30, 2016
SUBJECT: South Auburn Street Roundabout – Contract for Professional Services

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $19,230**	**FROM FUND: 210**

RECOMMENDED ACTION: Adopt Resolution 27-2016 authorizing the City Manager to execute an agreement with Mark Thomas and Company, Inc. for an Intersection Control Evaluation (ICE) for the South Auburn Street Roundabout in an amount not to exceed $19,230.

BACKGROUND AND SUMMARY:

In January of this year, Mark Thomas and Company (MTCo) prepared the South Auburn Street / I-80 Ramps Roundabout Feasibility Study and presented the findings at the January 27, 2016 City Council meeting as part of the Circulation Element discussion item. That study concluded that a roundabout at the South Auburn Street / Westbound I-80 intersection appeared to be feasible.

The next step is to prepare an Intersection Control Evaluation (ICE) to compare the proposed roundabout to a conventional traffic signal. MTCo has prepared a scope of work (Exhibit A to the attached resolution) outlining the steps necessary to complete the ICE. Also included, is the proposed contract between the City and MTCo.

PROJECT DESCRIPTION:

The attached scope of work outlines four specific tasks to be undertaken including preparing a topographic survey to analyze the grade changes, a roundabout capacity analysis including recommendations for capacity and storage lengths and preparation of the ICE using the methodologies prescribed by Caltrans and the Highway Capacity Manual.

FINANCIAL AND/OR POLICY IMPLICATIONS

The total cost for the report is anticipated to be $19,230 and is expected to take approximately three months to prepare. Funding for the study is available from Fund 210, Mitigation Fund- Roads.

ATTACHMENTS:

1. Resolution 27-2016 with Exhibit A
2. Contract with Mark Thomas & Co.

City of Colfax
City Council

Resolution № 27-2016

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MARK THOMAS & COMPANY, INC. FOR AN INTERESECTION CONTROL EVALUATION FOR THE SOUTH AUBURN STREET ROUNDABOUT IN AN AMOUNT NOT TO EXCEED $19,230

WHEREAS, the City of Colfax desires an Intersection Control Evaluation for the South Auburn Street/ I-80 westbound ramp intersection; and

WHEREAS, the City of Colfax has received a scope of work from Mark Thomas & Company, Inc. to perform the requested service; and

WHEREAS, funding for the proposed project is available from Fund 210 – Mitigation Funds – Roads.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to execute on behalf and in the name of the City of Colfax a professional services contract with Mark Thomas & Company, Inc. for the preparation of an Intersection Control Evaluation as described in Exhibit A attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 13th day of July, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying and Planning Services

June 23, 2016

Mr. Wes Heathcock
Community Services Director - City of Colfax
33 South Main Street
Colfax, CA 95713

RE: SOUTH AUBURN STREET ROUNDABOUT – Intersection Control Evaluation

Dear Mr. Heathcock:

Based on our meeting a few weeks ago, Mark Thomas & Company (MTCo) has prepared the scope and fee below to complete an Intersection Control Evaluation (ICE) for the South Auburn Street intersection with the Caltrans I-80 ramps. The potential location is along South Auburn Street adjacent to the I-80 entrance and exit ramps, and it would serve a proposed development on the north side of the roadway. The Roundabout would serve as the main entrance to the development, but it would also need to accommodate access to the existing strip mall on the north side of the property and a McDonald's on the south side of the property.

The intent of the ICE is to review a conceptual roundabout layout and compare it to a conventional traffic signal. Caltrans will have an opportunity review and comment on the ICE document. While no Caltrans approvals will be given during this process, Caltrans staff can "concur" with the feasibility of a roundabout at this location. With this concurrence, development activity can move forward with less potential risk.

This scope of work includes a capacity analysis for the roundabout, and a summary report comparing the two intersection alternatives.

Task 1 Project Management& Meetings

MTCo's Project Manager will plan, organize, direct and monitor project work activities and attend meetings with the City and developer. For purposes of this scope, we have allowed for a total of two (2) meetings; one to discuss preliminary concepts and one following development of the feasibility analysis.

The estimated fee for this task is $800.

Task 2 Preliminary Topographic Surveys

MTCo will perform one (1) day of surveys to prepare an existing conditions surface. This will allow for more accurate cost estimates to be prepared, specifically related to any grade changes required for the project.

The estimated fee for this task is $2,500

7300 Folsom Boulevard, Suite 203 Sacramento, CA 95826
www.markthomas.com *Tel:* (916) 381-9100 *Fax:* (916) 381-9180

Task 3 Roundabout Capacity Analysis

LSC will conduct a peer review of the traffic study performed by KD Anderson & Associates, Inc., with respect to the methodology used in estimating the background traffic volumes and the project-generated traffic volumes through the South Auburn Street/I-80 Westbound Ramps intersection. The review will be limited to this intersection location only.

As the existing traffic study provides Level of Service (LOS) calculations for the potential roundabout, a full roundabout capacity analysis of all study scenarios is not included in this scope. LSC will perform roundabout LOS calculations as needed to evaluate potential roundabout lane configuration alternatives that have not been evaluated previously. The work is assumed to focus on 'future with project' conditions.

A general review of the roundabout layout plans will be performed. Recommendations will be made regarding the roundabout geometry, such as the adequacy of the lane storage lengths, splitter islands, and pedestrian access.

This analysis will rely on the data (such as traffic volumes and calculated traffic queue lengths) provided in the existing traffic study. This work scope excludes the following:

- Evaluation of the signalized intersection alternative
- Performing roundabout design (such as truck turning movements, fastest path analysis)
- Updating/revising the 'no project' traffic volumes and/or the project site-generated traffic volumes

LSC will prepare a memorandum report documenting the analysis. LSC will respond to comments and finalize the report accordingly, so long as no additional technical analyses are requested.

The estimated fee for this task is $3,930

Task 4 Prepare Intersection Control Evaluation Report

MTCo will complete the Intersection Control Evaluation per Caltrans Traffic Operations Policy Directive 13-02. A comparative analysis will be conducted for the applied roundabout and signal using methodologies included in Roundabouts - An Informational Guide, Second Edition, NCHRP/FHWA, 2010 (referred to hereafter as the "Roundabout Informational Guide") and the Highway Capacity Manual. The analysis will be structured to determine the relative advantages and disadvantages and safety performance that a roundabout could provide at the South Auburn Street intersection in comparison to an improved signalized intersection.

The report will include a comparative analysis. Assuming the installation of a traffic signal with the existing lane geometrics, the intersection LOS, queuing and reserve capacity will be determined. Concept design for a signalized intersection will not be completed.

A comparative analysis of signalization of the intersection versus installation of a roundabout will then be conducted, with the results presented in an easily understood tabular format. The comparative analysis will consider the following issues:

- Intersection and approach LOS and delay
- Vehicle queuing and interactions with adjacent intersections and driveways
- Pedestrian and bicycle safety
- Speeds and traffic calming
- Vehicle safety
- Reserve capacity and ability to accommodate growth
- Impact to emergency vehicles
- Impact to transit and truck traffic
- Impact on access to the nearby church and residential dwellings
- Impact on utilities
- Impacts to air quality and fuel consumption

Per the ICE guidelines, construction cost estimate and life cycle cost comparisons will be prepared. The life cycle costs will consider roadway user costs and maintenance costs for a design life of 20 years.

A technical report summarizing the operational and safety analyses, the preliminary footprints of the roundabout and signal improvements, and life cycle cost comparisons will be prepared and submitted.

The estimated fee for this task is $12,000

Summary

The total anticipated fee for these tasks is $**19,230**. The anticipated schedule for completion is as follows.

- Topographic Surveys – 2 weeks after Notice to Proceed
- Roundabout Capacity Analysis – 4 Weeks after Notice to Proceed
- Final ICE Report – 12 weeks after Notice to Proceed

We are looking forward to working with you on the delivery of this project, and if you have any questions please feel free to give me a call.

Sincerely,

James Pangburn
Project Manager - Sacramento

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on this **July 14, 2016** by and between the City of Colfax, a municipal corporation of the State of California ("City") and **Mark Thomas & Company, Inc.** (“Consultant").

RECITALS

A. The City desires to retain Consultant to provide the Services set forth in detail in Exhibit A hereto (the "Services") subject to the terms and conditions of this Agreement.

B. Consultant is duly licensed and sufficiently experienced to undertake and perform the Services in a skilled and workmanlike manner and desires to do so in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants, promises and conditions set forth in this Agreement, the City and Consultant agree as follows:

Section 1. Services

Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish and perform all of the Services described in detail in Exhibit A hereto and incorporated herein by this reference (the "Services") to the satisfaction of the City. Consultant shall not perform any work exceeding the scope of the Services described in Exhibit A without prior written authorization from the City.

Section 2. Time of Completion.

Consultant's schedule for performance of the Services is set forth in Exhibit A hereto which is incorporated herein by this reference. Consultant shall commence performance of the Services promptly upon receipt of written notice from the City to proceed. Performance of the Services shall progress and conclude in accordance with the schedule set forth in Exhibit A. During the performance of the Services, Consultant shall provide the City with written progress reports at least once each month and at such additional intervals as City may from time to time request.

Section 3. Compensation.

A. Except as may otherwise be provided in Exhibit A or elsewhere in this Agreement or its exhibits, Consultant shall invoice City once each month for the Services performed during the preceding month. Such invoices shall itemize all charges in such detail as may reasonably be required by City in the usual course of City

business but shall include at least:

i. the date of performance of each of the Services,
ii. identification of the person who performed the Services,
iii. a detailed description of the Services performed on each date,
iv. the hourly rate at which the Services on each date are charged,
v. an itemization of all costs incurred and
vi. the total charges for the Services for the month invoiced.

As long as the Consultant performs the Services to the satisfaction of the City, the City shall pay the Consultant an all-inclusive compensation that shall not exceed the amount as detailed in Exhibit A except pursuant to an authorized written change order issued pursuant to Section 15 of this Agreement before the Services requiring additional compensation are performed. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City's staff.

B. The Consultant's compensation for the Services shall be full compensation for all indirect and direct personnel, materials, supplies, equipment and services incurred by the Consultant and used in carrying out or completing the Services. Payments shall be in accordance with the payment schedule established in Exhibit A or elsewhere in this Agreement or its exhibits.

C. The City shall have the right to receive, upon request, documentation substantiating charges billed to the City pursuant to this Agreement. The City shall have the right to perform an audit of the Consultant's relevant records pertaining to the charges.

D. Any Services performed more than sixty (60) days prior to the date upon which they are invoiced to the City shall not be compensable.

Section 4. Professional Ability; Standard of Quality.

City has relied upon the professional training and ability of Consultant to perform the Services described in Exhibit A as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All Services performed by Consultant under this Agreement shall be in a skillful, workmanlike manner in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

Section 5. Indemnification.

Consultant shall hold harmless and indemnify, including without limitation the cost to defend, the City and its officers, agents and employees from and against any and all claims, demands, damages, costs or liability that arise out of, or pertain to, or relate to the

negligence, recklessness or willful misconduct of Consultant and/or its agents in the performance of the Services. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or material defects in design by the City or its agents, servants employees or independent contractors other than Consultant who are directly responsible to the City, or arising from the active negligence of the City officers, agents, employees or volunteers

Section 6. Insurance.

Without limiting Consultant's indemnification obligations provided for above, Consultant shall take out before beginning performance of the Services and maintain at all times during the life of this Agreement the following policies of insurance with insurers possessing a Best rating of not less than A. Consultant shall not allow any subcontractor, professional or otherwise, to commence work on any subcontract until all insurance required of the Consultant has also been obtained by the subcontractor.

A. Workers' Compensation Coverage. Statutory Workers' Compensation insurance and Employer's Liability Insurance to cover its employees. In the alternative, Consultant may rely on a self-insurance program to meet its legal requirements as long as the program of self-insurance complies fully with the provisions of the California Labor Code. Consultant shall also require all subcontractors, if such are authorized by the City, to similarly provide Workers' Compensation insurance as required by the Labor Code of the State of California for all of the subcontractor's employees. All Workers' Compensation policies shall be endorsed with the provision that the insurance shall not be suspended, voided, or cancelled until thirty (30) days prior written notice has been provided to City by the insurer. The Workers' Compensation insurance shall also contain a provision whereby the insurance company agrees to waive all rights of subrogation against the City and its elected or appointed officials, officers, agents, and employees for losses paid under the terms of such policy which arise from the Services performed by the insured for the City.

B. General Liability Coverage. General liability insurance, including personal injury and property damage insurance for all activities of the Consultant and its subcontractors, if such are authorized by the City, arising out of or in connection with the Services. The insurance shall be written on a comprehensive general liability form and include a broad form comprehensive general liability endorsement. In the alternative, the City will accept, in satisfaction of these requirements, commercial general liability coverage which is equivalent to the comprehensive general liability form and a broad form comprehensive general liability endorsement. The insurance shall be in an amount of not less than $1 million combined single limit personal injury and property damage for each occurrence. The insurance shall be occurrence based insurance. General liability

coverage written on a claims made basis shall not be acceptable absent prior written authorization from the City.

C. Automobile Liability Coverage. Automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than $1 million combined single limit for each occurrence.

D. Policy Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following provisions:

1. The City, and its elected or appointed officials, employees and agents shall be named as insureds or additional insureds with regard to damages and defenses of claims arising from activities performed by or on behalf of the Consultant.

2. The insurance afforded by each policy shall apply separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limits of liability.

3. The insurance shall be primary insurance as respects the City and its elected or appointed officers, officials, employees and agents. Any other insurance maintained by the City or its elected or appointed officers, officials, employees, agents or volunteers shall be in excess of this insurance and shall not contribute with it.

4. The insurance shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the City.

5. Any failure to comply with the reporting requirements of any policy shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.

E. Professional Liability Coverage. If required by the City, Consultant shall also take out and maintain professional liability, errors and omissions insurance in an amount not less than $1 million. The professional liability insurance policy shall be endorsed with a provision stating that it shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days written notice has been provided to the City.

F. Insurance Certificates and Endorsements. Prior to commencing the Services under this Agreement, Consultant shall submit to the City documentation evidencing the required insurance signed by the insurance agent and the companies named. This documentation shall be on forms which are acceptable to the City and shall include all required endorsements and verify that coverage is actually in effect. This Agreement shall not be effective until the required insurance forms and endorsements are submitted to and approved by the City. Failure to provide these forms within the time period specified by City may result in the award of this Agreement to another Consultant should the City, in its sole discretion, decide to do so. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

G. Deductible and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City.

H. Termination of Insurance. If the City receives notification that Consultant's insurance will be suspended, voided, cancelled or reduced in coverage or in limits, and if the Consultant does not provide for either the reinstatement of that insurance or for the furnishing of alternate insurance containing all of the terms and provisions specified above prior to the termination of that insurance, City may either terminate this Agreement for that breach, or City may secure the required insurance to satisfy the conditions of this Agreement and deduct the cost thereof from compensation which would otherwise be due and payable to the Consultant for Services rendered under the terms of this Agreement.

Section 7. Subcontracts.

Consultant may not subcontract any portion of the Services without the written authorization of City. If City consents to a subcontract, Consultant shall be fully responsible to the City and third parties for all acts or omissions of the subcontractor to which the Services or any portion thereof are subcontracted. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor, nor shall it create any obligation on the part of the City to pay or cause the payment of any monies due to any such subcontractor except as otherwise is required by law.

Section 8. Assignment.

Consultant shall not assign any right or obligation under this Agreement without the City's prior written consent. Any attempted assignment of any right or obligation under this Agreement without the City's prior written consent shall be void.

Section 9. Entire Agreement.

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

Section 10. Jurisdiction.

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction over any litigation arising from this Agreement shall be in the Superior Court of the State of California with venue in Placer County, California.

Section 11. Suspension of Services.

Upon written request by Consultant, City may suspend, in writing, all or any portion of the Services if unforeseen circumstances beyond the control of the City and Consultant make normal progress of the Services impossible, impractical or infeasible. Upon written City approval to suspend performance of the Services, the time for completion of the Services shall be extended by the number of days performance of the Services is suspended.

Section 12. Termination of Services.

City may at any time, at its sole discretion, terminate all or any portion of the Services and this Agreement upon seven (7) days written notice to Consultant. Upon receipt of notice of termination, Consultant shall stop performance of the Services at the stage directed by City. Consultant shall be entitled to payment within thirty (30) days for Services performed up to the date of receipt of the written notice of termination. Consultant shall not be entitled to payment for any Services performed after the receipt of the notice of termination unless such payment is authorized in advance in writing by the City.

Should Consultant fail to perform any of the obligations required of Consultant within the time and in the manner provided for under the terms of this Agreement, or should Consultant violate any of the terms and conditions of this Agreement, City may terminate this Agreement by providing Consultant with seven (7) days written notice of such termination. The Consultant shall be compensated for all Services performed prior to the date of receipt of the notice of termination. However, the City may deduct from the compensation which may be owed to Consultant the amount of damage sustained or estimated by City resulting from Consultant's breach of this Agreement.

Consultant's obligations pursuant to Sections 5 and 6 of this Agreement shall survive termination, and continue in effect for as long as necessary to fulfill the purposes of Sections 5 and 6.

Section 13. Independent Contractor.

Consultant shall in all respects be an independent contractor and not an agent or employee of City. Consultant has and shall retain the right to exercise full control and supervision of the means and methods of performing the Services. Consultant shall receive no premium or enhanced pay for Services normally understood as overtime; nor shall Consultant receive holiday pay, sick leave, administrative leave or pay for any other time not actually expended in the performance of the Services. It is intended by the parties that Consultant shall not be eligible for benefits and shall receive no compensation from the City, except as expressly set forth in this Agreement. Consultant shall submit completed W -9 and Report of Independent Contractor forms upon execution of this Agreement and prior to the payment of any compensation hereunder.

Section 14. Ownership of Documents.

Within thirty (30) days after the Consultant substantially completes performance of the Services, or within thirty (30) days after the termination of this Agreement, the Consultant shall deliver to the City all files, records, materials and documents drafted or prepared by Consultant's in the performance of the Services. It is expressly understood and agreed that all such files, records, materials and documents are the property of the City and not the property of the Consultant. All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents in the course of performing the Services shall become the sole property of the City upon payment to Consultant for the Services, and the City shall have the exclusive right to use such materials in its sole discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and writings to City or any party the City may designate, upon written request. Consultant may keep file copies of all documents prepared for City. Use of any such documents by the City for projects that are not the subject of this Agreement or for purposes beyond the scope of the Services shall be at the City's sole risk without legal liability or expense to Consultant.

Section 15. Changes and/or Extra Work.

Only the City Council may authorize extra and/or changed Services, modification of the time of completion of the Services, or additional compensation for the tasks to be performed by Consultant. Consultant expressly recognizes that other City personnel are without authorization to order extra and/or changed Services or to obligate the City to the payment of additional compensation. The failure of Consultant to secure the prior written authorization for such extra and/or changed Services shall constitute a waiver of any and all right to adjustment in the contract price due to such unauthorized Services, and Consultant thereafter shall not be entitled to any compensation whatsoever for the performance of such extra or changed Services. In the event Consultant and City agree that

extra and/or changed Services are required, or that additional compensation shall be awarded to Consultant for performance of the Services under this Agreement, a supplemental agreement providing for such compensation shall be prepared and shall be executed by the Consultant and the necessary City officials before the extra and/or changed Services are provided.

Section 16. Compliance with Federal, State and Local Laws.

Consultant shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations affecting the Services, including without limitation laws requiring licensing and prohibiting discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases. City shall not be responsible or liable for Consultant's failure to comply with applicable laws, statutes, ordinances, rules or regulations.

Section 17. Retention of Records.

Consultant and any subconsultants authorized by the terms of this Agreement shall keep and maintain full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to the Services, and Consultant shall make such documents available for review and/or audit by City and City's representatives at all reasonable times during performance of the Services and for at least four (4) years after completion of the Services and/or termination of this Agreement.

Section 18. Alternative Dispute Resolution

A. Before resorting to mediation, arbitration or other legal process, the primary contacts of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 15 days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in the subparagraph B below.

B. Subject to the provisions of subparagraph A, any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Sacramento Office of the Judicial Arbitration and Mediation Service ("JAMS"). If

within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

C. If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the Sacramento Office of the JAMS. The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

D. This section 18 shall survive the termination or expiration of this Agreement. If there is no Sacramento office of JAMS, then the office of JAMS closest to the City shall be used instead of a Sacramento office.

Section 19. Severability.

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by an arbitrator or by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual written consent of the parties.

Section 20. Entire Agreement; Amendment.

This Agreement, including all exhibits hereto, constitutes the complete and exclusive expression of the understanding and agreement between the parties with respect to the subject matter hereof. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement. This Agreement may be amended or extended from time to time only by written agreement of the parties hereto.

Section 21. Time of the Essence.

Time is of the essence in the performance of the Services. The Consultant will perform its Services with due and reasonable diligence consistent with sound professional practices and shall devote such time to the performance of the Services as may be necessary for their timely completion.

Section 22. Written Notification.

Except as otherwise specified in this Agreement, any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and either served personally or sent by first class mail, postage prepaid and addressed as follows. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within two business days from the time of mailing if mailed within the State of California as provided in this Section.

If to City: City of Colfax
33 S. Main Street
Colfax, CA 95713

If to Consultant: Mark Thomas & Company, Inc.
7300 Folsom Blvd. Suite 203
Sacramento, CA 95826

Section 23. Execution.

This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Successors.

This Agreement shall be binding on and inure to the benefit of the respective parties hereto except to the extent of any contrary provision in this Agreement.

Section 25. Attorney's Fees.

If any party to this Agreement commences legal proceedings to enforce any of its terms or to recover damages for its breach, the prevailing party shall be entitled to recover its

reasonable attorney's fees, costs and the expenses of expert witnesses, including any such fees costs and expenses incurred on appeal.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the day first above written:

CITY	CONSULTANT
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:

_____
City Attorney

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 13, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Wes Heathcock
DATE: July 7, 2016
SUBJECT: Recology Contract First Amendment

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

RECOMMENDED ACTION: Adopt Resolution 28-2016 authorizing the City Manager to execute the first amendment with Recology Auburn Placer for an additional term of 15-years with an automatic 5-year extension and optional 5-year extension and include additional solid waste programs for the community.

BACKGROUND AND SUMMARY:

The City of Colfax entered into a contractual agreement with Recology to provide solid waste collection services within the City limits in 2011. During the contract time, Recology has forgone an accumulative 8.5% Cost of Living Adjustment (COLA) that was built into the contract while the community recovered from the recession. Recology has recently expressed interest in a contract amendment to eliminate the backdated COLA's in exchange for a contract extension beyond the original termination year, 2021. The proposed contract extension is for 15-years, with a 5-year automatic extension, and an additional optional 5-year extension. In total, the proposed contract would expire in 2036 with the additional extensions potentially carrying the contract to the year 2046.

In addition to the waiving the past COLA's, staff negotiated with Recology to postpone the "pass through" landfill tipping fee increase that went into effect at the Western Placer Waste Management Authority in 2015 until July 1, 2017. The tipping fee increase is $1.00 per ton of Municipal Solid Waste received at the facility. Under the proposed contract extension, Recology would not receive their first COLA until July 1, 2017.

The City residents and commercial customers will also receive services not currently in the existing contract –

- **Residential:** Curbside pick-up of oil, oil filters, and antifreeze; citywide street sweeping services (City owned streets); and an annual green waste clean-up program (offered at a central location)
- **Commercial:** AB1826 mandatory organic food waste collection

The aforementioned services will be provided to the customers with no additional charges to the current collection rate schedule.

The final proposed benefit to the community is a recommended change in the contract with a shift from a flat franchise fee rate to a percentage based on gross revenue collected, with an audit of Recology's financial books every 5 years to guarantee the franchise fee has been calculated correctly. The proposed franchise fee will shift from the $43,000 flat rate to 10% of gross revenue, which is comparable to the existing flat rate the City receives under the existing contract terms. Shifting to a percentage base franchise fee allows for equitable distribution of revenues from the City's customers, therefore, the fees will adjust based on the service level to the community and any increases in population. The cost of the financial audit will be paid by Recology up to $7000.

ATTACHMENTS:

1. Resolution 28-2016
2. Recology Contract Extension

City of Colfax
City Council

Resolution № 28-2016

AUTHORIZE THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT WITH RECOLOGY AUBURN PLACER FOR AN ADDITIONAL TERM OF 15-YEARS WITH AN AUTOMATIC 5-YEAR EXTENSION AND OPTIONAL 5-YEAR EXTENSION AND INCLUDE ADDITIONAL SOLID WASTE PROGRAMS FOR THE COMMUNITY

WHEREAS, the Recology Auburn Placer, a California corporation ("Contractor") and the City of Colfax ("City") have previously contracted for solid waste collection services; and

WHEREAS, the City and Contractor have negotiated an amendment to the current contract to eliminate past COLA increases, include a 15-year extension to the original term with an automatic 5-year extension, and optional 5-year extension, and to provide additional solid waste programs for the community,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax that the City Manager is authorized to execute a contract amendment with Recology Auburn Placer, a California Corporation for an additional term of 15-years with an automatic 5-year extension and optional 5-year extension and include additional solid waste programs for the community.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of July, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement ("Agreement") is entered into this 14th July, 2016 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. (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 made obligatory by the state legislature on the City, then the conflicting PRC definitions shall apply.)

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 14, 2016.

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.

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.

Gross Revenue. "Gross Revenue" means all revenue amounts from the provision of collection services pursuant to this Agreement, that is recognized by the Contractor in accordance with Generally Accepted Accounting Principles (GAAP), provided, however, the term Gross Revenue, shall not include (i) any revenues generated from the sale of Recyclable Material, or from late fees or similar finance charges, (ii) any amount collected in respect to the Refuse Disposal Surcharge or any other surcharge imposed by a governmental entity, or (iii) any receipts from state and local government accounts (e.g. grants, cash awards and rebates) relating to the performance of this Agreement.

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.

Organic Waste "Organic Waste" means food waste, green waste, landscape & pruning waste, nonhazardous wood waste, and food-soiled paper that is mixed in with food waste.

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 Community 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, automotive 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 July 14, 2036.

1.3.2 Automatic Extension. The Term of this Agreement shall automatically be extended for an additional five years, so as to terminate on July 14, 2041, 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 July 14, 2036. 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, 2035.

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 (5) years, so as to terminate on July 14, 2046, 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 CONTRACTOR2.2.1 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.

2.2.2 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) Commercial Organic Collection Program Contractor shall offer at a minimum weekly service of Organic Waste by subscription to Multifamily Units, and Commercial Premises in the City that concurrently subscribe for Solid Waste

collection services from Contractor at no cost to the subscriber. Contractor shall provide the service in a manner that maintains the Public Health & Safety of the community.

(d) 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.

2.2.3 Location of Waste Receptacles.

(a) Contractor shall not be required to collect Solid Waste, Organic Waste or Green Waste Carts from any location other than curbside, as set forth in Section B.20(E) of the City Code, unless the premises qualifies for the disability exception set forth in Section B.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 B.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.

2.2.4 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 B.20(L) of the City Code, or bundled as provided in Section B.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.

2.2.5 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.

2.2.6 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.

2.2.7 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.

2.2.8 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.

2.2.9 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.

2.2.10 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 two (2) weeks 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 two (2) weeks before such change becomes effective.

2.2.11 Non-Collection Tags. Contractor shall not be required to collect Solid Waste, Organic 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 or Organic Waste container contains 5% or more of materials not comprising Green Waste or Organic Waste. When Solid Waste, Organic 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 the first Thursday of each month, provided that such streets are paved and are in such a condition that Contractor can reasonably service them without risk to persons or property. Streets that are in poor condition may be serviced with the vacuum function of the equipment only. 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 Motor Oil, Oil Filter, and Antifreeze Program. Contractor shall at no additional charge collect used engine oil, oil filters, and antifreeze once per month at the curbside for residential customers who call in advance to request the service. The fluids

and filters must be placed for collection in an appropriate container that has been securely closed to prevent leakage or spillage. The fluids and filters will be transported to Contractor's Shale Ridge Road facility, the Material Recovery Facility, or another appropriate facility for processing and recycling.

2.3.6 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.

2.3.7 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.

2.3.8 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.

2.3.9 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.

2.3.10 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.

2.3.11 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 2.3.1 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. Contractor shall be responsible for promoting the program via a banner at the City's desired location one (1) month prior to the scheduled event.

2.3.12 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). Contractor shall provide notice in the utility billing at least two (2) weeks prior to the scheduled event.

2.3.13 Annual Green Waste Clean-up Program. Contractor shall arrange for the collection of community green waste cuttings on an annual one-day event at which Colfax residents may at no charge drop off green waste cuttings at a location in Colfax to be determined in collaboration with City. The Contractor shall staff the event and transport the green waste material so collected to an appropriate recycling facility. Notwithstanding any other provision of this Agreement, the Contractor shall be solely responsible for all aspects of its activities, and Contractor shall have no liability with respect thereto. Contractor shall provide notice in the utility billing at least two (2) weeks prior to the scheduled event.

2.4 DIRECTION OF DISPOSAL OF SOLID WASTE

Contractor shall deliver to the Materials Recovery Facility all Solid Waste, Organic Waste (after an initial transition period), 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 to the reasonable satisfaction of the City, and subject to Section 2.2.6(a).

(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, 2017 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 (the "Franchise Fee") as consideration for the exclusive collection franchise granted hereunder. The Franchise Fee shall be ten percent (10%) and shall be calculated as one-eleventh (1/11th) of Contractor's Gross Revenue. 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.

4.2.1 Franchise Fee Evaluation. An evaluation of Contractor's Franchise Fee payments (the "Franchise Fee Evaluation") may periodically be conducted at the Contractor's expense by an independent certified public accountant selected by the City not to exceed $7000 per evaluation and approved by the Contractor, such approval not to be unreasonably withheld. Each Franchise Fee Evaluation shall evaluate whether the Franchise Fees have been correctly calculated and paid to the City during the five calendar years immediately preceding the Franchise Fee Evaluation (the "Franchise Fee Evaluation Period"). If a Franchise Fee Evaluation shows that the Franchise Fees paid by Contractor to the City during a Franchise Fee Evaluation Period are less than an amount equal to ten percent (10%) of Contractor's Gross Revenue during that Franchise Fee Evaluation Period, then the Contractor shall, within forty-five (45) days after completion of the Franchise Fee Evaluation, pay the City an amount equal to the difference between an amount equal to ten percent (10%) of Contractor's Gross Revenue during the Franchise Fee Evaluation Period in question and the Franchise Fees paid by Contractor to the City during that same interval or the amount of any overpayment shall be deducted by Contractor from future Franchise Fee payments to the City. The evaluation may be conducted in calendar year 2021 (covering calendar years 2016-2020). Subsequent evaluations may be conducted once every (5) calendar years thereafter, in 2026, 2031, and 2036 (and if the Agreement is extended, 2041, and 2046). Franchise Fee evaluation shall be completed by March 31 of the calendar year in which they are conducted.

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 (including changes to enable City to comply with regulatory changes), 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, 2017. 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 (ECli/ECIO) + 0.45 x (PPli/PPIO)

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: CIU20230005000001) as published by the United States Department of Labor, Bureau of Labor Statistics for the fourth quarter of the prior calendar year to the year the adjustment is to be made (e.g., adjustment for July 1, 2017 (OY 17/18) will utilize statistics from the fourth quarter of 2016).

ECIO = Employment Cost Index, Wages and Salaries, Private Industry, Manufacturing; Production, Transportation, and Material Moving Occupations, Not Seasonally Adjusted (Series ID: CIU20230005000001) as published by the United States Department of Labor, Bureau of Labor Statistics for the fourth quarter of the calendar year two years prior to the year the adjustment is to be made (e.g., adjustment for July 1, 2017 (OY 17/18) will utilize statistics from the fourth quarter of 2015).

PPIi = The Producer Price Index, All Commodities, Not Seasonally Adjusted (Series ID: WPUOOOOOOOO) 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 July 1, 2017 (OY 17/18) will utilize statistics from December, 2016).

PPIO = The Producer Price Index, All Commodities, Not Seasonally Adjusted (Series ID: WPUOOOOOOOO) as published by the United States Department of Labor, Bureau of Labor Statistics for the month of December of the Operating Year two years prior to the year the adjustment is to be made (e.g., adjustment for July 1, 2017 (OY 17/18) will utilize statistics from December, 2015).

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 0.1% 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 (5) 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 1 07(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: 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 ___ day of _____, 2016.

CITY OF COLFAX

By: _____
John Schempf, 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

CITY OF COLFAX

Exhibit A

PROPOSED -EFFECTIVE JULY 14, 2016
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 14, 2016
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/unit, up to 2 units)	$13.26	$14.27	$0.45	$27.98
96-Gallon Cart ($13.99/ unit, up to 3 units)	$19.89	$21.41	$0.67	$41.97
2-yard bin ($13.17/ 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 – 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 14, 2016
COMMERCIAL RATES

Frequency (Pickups per Week)

SIZE	1	2	3	4	5
1 Cubic Yard	$ 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 Cubic Yards	$ 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 Cubic Yards	$ 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 Cubic Yards EOW	$ 68.89				
Disposal Fees	51.13				
Processing Fees	2.00				
Total	**$ 125.02**				
4 Cubic Yards	$ 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 Cubic Yards	$ 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**	**$ 727.52**	**$ 1,072.95**	**$ 1,418.30**	**$ 1,763.62**
6 Cubic Yards	$ 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	17.98	34.90
Total	**$ 451.68**	**$ 883.88**	**$ 1,316.17**	**$ 1,748.55**	**$ 2,181.02**
7 Cubic Yards	$ 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 14, 2016
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 14, 2016
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 14, 2016 through June 30, 2017

Annual Increase -Rate Year 2016-2017	
Cost of Living Increase	0.000%
Other	0.000%
Other	0.000%
TOTAL INCREASE	**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**
Green Waste 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	7-
Bag	18	18
Yard – Commercial	150	150
Yard – Dbox	272	272
Unlimited Can	90	90
Unlimited Toter	90	90
C & D Bin	150	150
Other		

Recology Auburn Placer
CITY of COLFAX
Cost of Living Increase
For Rate Year July 1, 2016 through June 30, 2017
City of Colfax Format

BASIC FORMULA

COLA = 0.1 Fixed Cost + .45 X (ECli / EClO) + .45 x (PPli / PPlO)

Rounding: to 3 decimal places per basic agreement	0.0010

First Cost of Living Adjustment will take effect July 1, 2017 and will be for FY July 1, 2017 through June 30, 2018

City Facilities & Special Events

Exhibit B

City Facilities:

Address	Facility	Containers	Frequency
33 W. Church	Fire Station	2 cans	1x/week on Wed.
250 Rising Sun	Corp. Yard	6 yd bin	1x/week on Wed
250 Rising Sun	Corp. Yard	30 yd Green Waste	As needed
101 Park Hill Dr.	Baseball Field	4 yd bin	1x/week on Wed
23550 Grandview Way	WWTP	20 yd bin sludge	1x/week on Wed

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

Street Sweeping

Exhibit C

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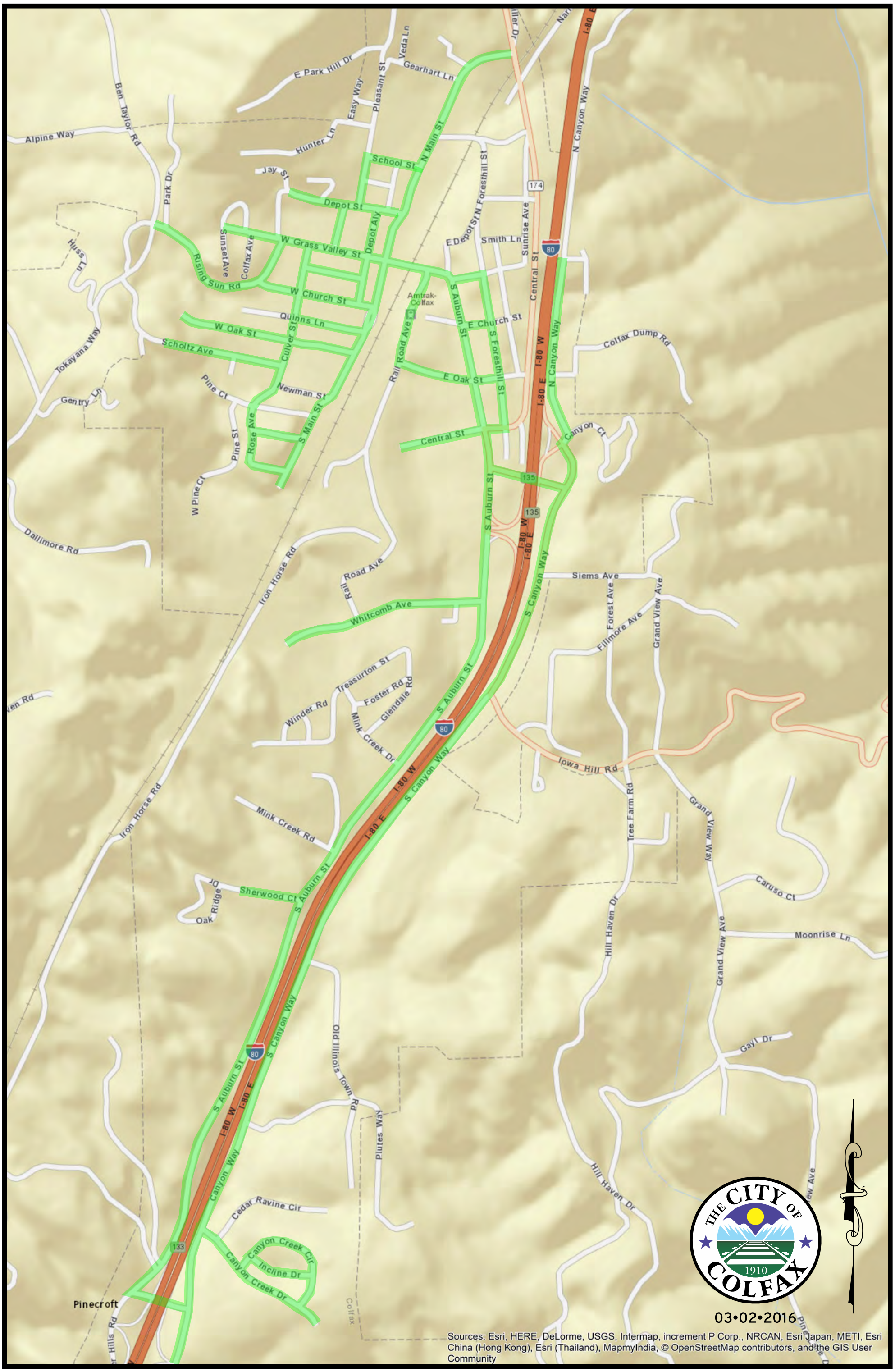
See attached map exhibit for affected City streets.

EXHIBIT C


E Park Hill Dr
Veda Ln
Gearhart Ln
Ben Taylor Rd
Easy Way
Pleasant St
Alpine Way
Hunter Ln
N Main St
School St
Jay St
Park Dr
Depot St
Depot Aly
N Foresthill St
174
N Canyon Way
Sunrise Ave
Smith Ln
E Depot St
80
Huss Ln
Sunset Ave
Colfax Ave
W Grass Valley St
Rising Sun Rd
W Church St
Amtrak-Colfax
S Auburn St
Central St
Quinns Ln
E Church St
W Oak St
Scholtz Ave
Culver St
Rail Road Ave
S Foresthill St
Colfax Dump Rd
Tokayana Way
E Oak St
I-80 W
I-80 E
Pine Ct
Newman St
Gentry Ln
Rose Ave
S Main St
Canyon Ct
Pine St
Central St
135
W Pine Ct
Dallimore Rd
Iron Horse Rd
Rail Road Ave
Whitcomb Ave
Siems Ave
Forest Ave
Grand View Ave
Fillmore Ave
Treasurton St
Foster Rd
Glendale Rd
Winder Rd
Mink Creek Dr
Iowa Hill Rd
Tree Farm Rd
Mink Creek Rd
Sherwood Ct
Oak Ridge
Caruso Ct
Hill Haven Dr
Moonrise Ln
Gayl Dr
Old Illinois Town Rd
Plutes Way
Cedar Ravine Cir
133
Canyon Creek Cir
Incline Dr
Canyon Creek Dr
Pinecroft
Colfax
THE CITY OF COLFAX
1910
03•02•2016
Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 13, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager

PREPARED By: Wes Heathcock, Community Services Director

SUBJECT: North Main Street Bike Lane and Ped Improvement Project

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $249,000**	**FROM FUND: ATPL (State Only) CIP 370**

RECOMMENDED ACTION: Adopt 29-2016 approving construction plans and specifications for the North Main Street Bike Lanes Ped Improvements Project No. 16-02 and authorizing the Community Services Director to solicit construction bids and issue a request for qualifications for inspection services.

ISSUE STATEMENT AND DISCUSSION:

On May 8, 2014, City Council of the City of Colfax authorized the City Manager to apply for North Main Street Bike Lanes and Ped Improvement Project (Project) grant funding. Subsequently, the Active Transportation Program grant for the Project was allotted in the amount of $264,000.

City staff solicited for statements of qualification from engineering consultants in May 2015. The City received responses from RFE Engineering and Bennett Engineering. Bennett Engineering scored the highest based on the evaluation criteria. On April 13, 2016, City Council awarded the Plans, Specifications and Engineering (PS&E) contract to Bennett Engineering. Bennett Engineering has completed the PS&E document; therefore, staff is asking City Council to approve the PS&E document and authorize the bidding process.

N. Main Street Bike Lanes and Ped Improvements Project No. 16-02 (ATPL-5187(008)

The Project consists of 1600 linear feet of street pavement improvements including widening of the roadway, adding bike lanes, route signage, and striping on N. Main Street from the Grass Valley Street Intersection to HWY 174. The project will result in a safer roadway for pedestrians, bicyclists and vehicles.

When the design was completed, the City submitted an Allocation Request to the California Transportation Commission (CTC). With the approval from the CTC on June 30th, 2016, Caltrans has authorized construction to proceed. The City can proceed with bidding the project.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The Project funding was approved for the amount of $220,000 (ATPL) with a $29,000 local match from CIP Fund 370 for a total cost of $249,000.

ATTACHMENTS:

1. Resolution 29-2016
2. Plans and Specifications: N. Main Street Bike Lanes & Ped Improvement Project

City of Colfax
City Council

Resolution № 28-2016

APPROVE THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR THE NORTH MAIN STREET BIKE LANES AND PED IMPROVEMENT PROJECT № 16-02 AND AUTHORIZE THE COMMUNITY SERVICES DIRECTOR TO SOLICIT CONSTRUCTION BIDS AND ISSUE A REQUEST FOR QUALIFICATIONS FOR INSPECTION SERVICES

WHEREAS, the City Council of the City of Colfax authorized the City Manager to apply for the North Main Street Bike Lanes & Ped Improvement Project; and

WHEREAS, the Project includes widening of the roadway, adding bike lanes, route signage, and striping on N. Main Street from the Grass Valley Street Intersection to HWY 174; and

WHEREAS, the City entered into a contract agreement with Bennett Engineering to finalize the PS&E documents that are now completed and are ready for Council approval,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax approves the construction plans and specifications for the N. Main Street Bike Lanes and Ped Improvements Project No. 16-02 (ATPL-5187(008)) and authorizes the Community Services Director to solicit for construction bids and issue a request for qualifications for inspection services.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at the Regular Meeting of the City Council of the City of Colfax held on the 13th day of July, 2016 by the following vote of the Council:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

FINAL CONSTRUCTION COST ESTIMATE

BEN|EN
TRUSTED ENGINEERING ADVISORS

City of Colfax

Colfax N. Main Bike Route

Location North Main Street		**QTY. BY** L. Martinez	**ESTIMATE** **FINAL SUBMITTAL**
Limits Between Grass Valley Street to Highway 174		**QTY. CHCK** C. Allen	**PRICED BY** C.Allen
BEN|EN PROJECT NO. 15319		**AGENCY** City of Colfax	**DATE** 5/25/2016

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total
Base Bid					
1	TRAFFIC CONTROL SYSTEM	1	LS	$10,000.00	$10,000.00
2	PORTABLE CHANGEABLE MESSAGE SIGN (EA)	2	EA	$5,000.00	$10,000.00
3	WATER POLLUTION CONTROL PROGRAM & EROSION CONTROL	1	LS	$10,000.00	$10,000.00
4	TEMPORARY FENCE (TYPE ESA)	300	LF	$5.00	$1,500.00
5	REMOVE PAINTED TRAFFIC STRIPE	3,250	LF	$1.50	$4,875.00
6	REMOVE THERMOPLASTIC PAVEMENT MARKING	180	SQFT	$3.00	$540.00
7	REPLACE INLET GRATE	2	EA	$500.00	$1,000.00
8	REMOVE INLET	2	EA	$1,000.00	$2,000.00
9	RELOCATE ROADSIDE SIGN - ONE POST	1	EA	$300.00	$300.00
10	REMOVE ROADSIDE SIGN	1	EA	$200.00	$200.00
11	ADJUST VALVE BOX FRAME AND COVER TO GRADE	1	EA	$800.00	$800.00
12	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY)	350	SF	$5.00	$1,750.00
13	CLEARING AND GRUBBING (LS)	1	LS	$10,000.00	$10,000.00
14	ROADWAY EXCAVATION	270	CY	$120.00	$32,400.00
15	CLASS 2 AGGREGATE BASE (CY)	255	CY	$80.00	$20,400.00
16	HOT MIX ASPHALT (TYPE A)	150	TON	$200.00	$30,000.00
17	PLACE HOT MIX ASPHALT DIKE (TYPE A)	370	LF	$15.00	$5,550.00
18	ROADSIDE SIGN - ONE POST	14	EA	$500.00	$7,000.00
19	MINOR CONCRETE (GUTTER)	150	LF	$20.00	$3,000.00
20	MINOR CONCRETE (CURB AND GUTTER)	170	LF	$35.00	$5,950.00
21	MINOR CONCRETE (DRIVEWAY)	1	EA	$1,800.00	$1,800.00
22	DROP INLET	2	EA	$4,000.00	$8,000.00
23	TWO COMPONENT PAINTED TRAFFIC STRIPE	4,000	LF	$2.00	$8,000.00
24	TWO COMPONENT PAINTED PAVEMENT MARKING	70	SQFT	$12.00	$840.00
25	PAINT TRAFFIC STRIPE (1-COAT)	1,100	LF	$1.50	$1,650.00
26	PAINT PAVEMENT MARKING (1-COAT)	290	SQFT	$6.00	$1,740.00
27	MOBILIZATION	1	LS	$17,600.00	$17,600.00

Estimated Construction Cost	$196,895
Construction Contingency (10%)	$19,690
Base Estimated Construction Total	**$216,585**

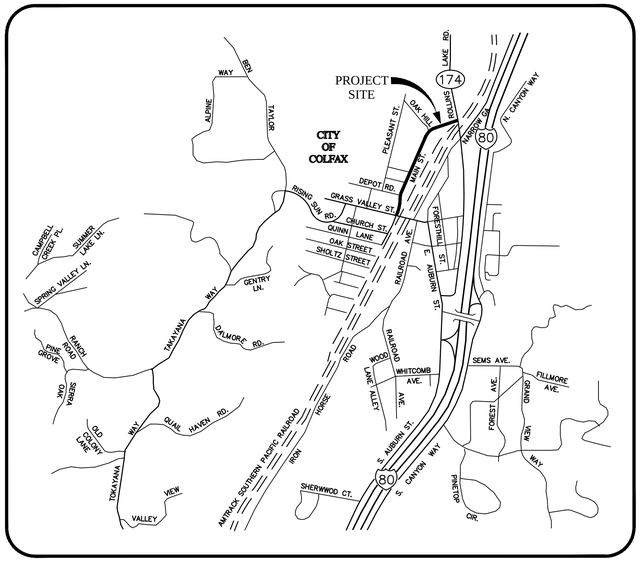
OVERHEAD AND PROFIT HAS BEEN INCLUDED IN UNIT PRICES

BENNETT ENGINEERING SERVICES ASSUMES NO RESPONSIBILITY FOR DIFFERENCES BETWEEN THESE QUANTITIES AND FINAL PAY QUANTITIES.

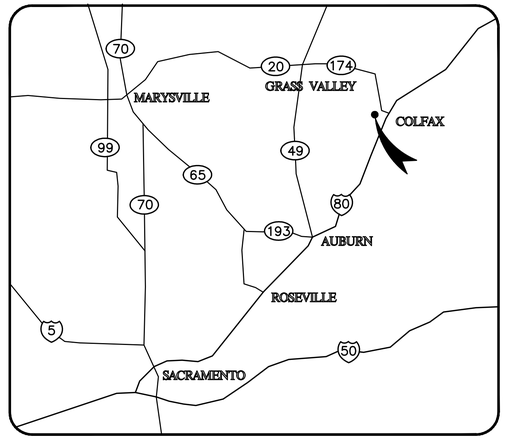
NORTH MAIN STREET BIKE ROUTE PROJECT

CITY OF COLFAX, STATE OF CALIFORNIA

OWNER: CITY OF COLFAX
33 S. MAIN STREET
COLFAX, CA 95713
(530)346-2313



VICINITY MAP
NTS



LOCATION MAP
NTS

INDEX OF PLAN SHEETS

Sht No.	Drawing No.	Sheet Title
1	T-1	COVER SHEET
2	G-1	GENERAL NOTES
3	SC-1	SURVEY CONTROL SHEET
4	X-1	TYPICAL SECTIONS
5	L-1	LAYOUT - N. MAIN STREET
6	L-2	LAYOUT - N. MAIN STREET
7	L-3	LAYOUT - N. MAIN STREET
8	L-4	LAYOUT - N. MAIN STREET
9	C-1	CONSTRUCTION DETAILS
10	PD-1	PAVEMENT DELINEATION AND SIGNAGE
11	PD-2	PAVEMENT DELINEATION AND SIGNAGE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
Ⓓ		DRAIN MANHOLE
Ⓢ		SEWER MANHOLE
⊠		DRAIN INLET
— —(EX)8"SS— —		SEWER LINE AND SIZE
— —(EX)STORM DRAIN— —		DRAIN LINE AND SIZE
— —[(EX)12"W]— —		WATER LINE AND SIZE
		IRRIGATION WATER LINE AND SIZE
— —WV— —		WATER VALVE
		GATE VALVE
		FIRE HYDRANT
		STOP SIGN
		STREET SIGN
		STREET LIGHT
		ELECTRICAL CONDUIT
		SLOPE BANK
		TREE
×155.0		SPOT ELEVATION
160		CONTOUR LINE
—X—X—		FENCE
— —JT— —		GAS, ELEC., TELE. OR JOINT TRENCH
		PROPERY LINE
		SAWCUT LINE
		NEW STANDARD EDGE OF PAVEMENT
		EDGE OF LANE LINE
		STATION LINE
		CENTERLINE
		CALTRANS RIGHT OF WAY LINE

DIGALERT
DIAL TOLL FREE
1-800-642-2444
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF NORTHERN CALIFORNIA

UTILITY REPRESENTATIVES

CONTACT	UTILITY	COMPANY	PHONE
	U.S.A.	UNDERGROUND SERVICE ALERT	(800) 227-2600
BOB SWITHENBAUK	CABLE	STAR STREAM COMMUNICATIONS	(916) 652-9479
EMILY PEARSON	ELECTRIC	PG&E	(530) 889-3261
JEFF BRAND	FIRE PROTECTION	COLFAX FIRE DEPARTEMNT (CDF)	(530) 346-2313
DAVE WOODFORD	SANITARY SEWER	CITY OF COLFAX	(530) 346-2313
DAVE WOODFORD	STORM DRAIN	CITY OF COLFAX	(530) 346-2313
MURIEL SAPIEN	TELEPHONE	VERIZON	(209) 239-0369
ROSS HOOPER	WATER	PLACER COUNTY WATER AGENCY	(530) 823-4886

ABBREVIATIONS

AB	aggregate base	DIA	diameter	K	vertical curve coefficient	RSP	rock slope protection	WWM	welded wire mesh
AC	asphalt concrete	DWY	driveway	LP	low point	RT	right	VCP	vitrified clay pipe
AD	algebraic difference	EA	each	LT	left	R/W	right of way		
ARV	air release valve	EC	end horizontal curve	MAX	maximum	S	slope		
AVRV	air vacuum release valve	ELEV or EL	elevation	MBGR	metal beam guard railing	SD	storm drain		
BC	begin horizontal curve	EG	existing ground	MED	median	SHT	sheet		
BEG	begin	EOL	edge of lane line	MH	manhole	SS	sanitary sewer		
BKF	backfill	EP	edge of pavement	MIN	minimum	STA	station		
BM	bench mark	EQ	equation	MOD	modified	STD	standard		
BOC	back of curb	EVC	end vertical curve	MON	monument	STR	structure		
BOV	blow off valve	EXIST or (E) or (EX)	existing	MTL	material	SW	sidewalk		
BSW	back of sidewalk	FES	flared end section	NTS	not to scale	SWR	sewer		
BVC	begining vertical curve	FF	filter fabric: finished floor	OC	on center	TBC or TC	top back of curb		
C,G	curb, gutter	FG	finished grade	OG	original ground	TBW or BW	top back of walk		
CL	centerline; chain link; class	FH	fire hydrant installation	PI	point of intx, angle point	TBM	temporary bench mark		
CONC	concrete	FL	flow line; full length	PVI	point of vertical tangent intx	TEMP	temporary		
CSP	corrugated steel pipe	FT	foot; feet	PVC	poly vinyl chloride	TFC	top face of curb		
CTS	corrosion test station	HP	hinge point: high point	PVMT	pavement	TI	traffic index		
DBL	double	HWY	highway	R	radius	TRANS	transition		
DI	drainage inlet	INTX	intersection	RCP	reinforced concrete pipe	TYP	typical		
DIP	ductile iron pipe	IW	irrigation water line	RL	restrained length	W	water main		

CITY OF COLFAX
CITY ENGINEER

APPROVED: _____ DATE: _____

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	AS SHOWN
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER CARLTON DONALD ALLEN No. C76694 CIVIL STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

THE CITY OF COLFAX 1910

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

COVER SHEET

CITY OF COLFAX CALIFORNIA

T-1

Login Name: CAllen
Plot Date: June 08, 2016 - 4:05 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_01-T1 - COVER SHEET.dwg
XREFS: BGR-15319_Ja_24x36 | LOCATOR-MAP | MONITY-Colfax | 15319_XR-SITE | 15319_XR-AERIAL | 15319_XR-BASEMAP

CITY GENERAL NOTES:

1. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE REQUIREMENTS OF THE COUNTY OF PLACER GENERAL SPECIFICATIONS DATED AUGUST, 2005, AND THE CITY OF AUBURN PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS, 1980. ALL REFERENCES TO STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS SHALL REFER TO THE MAY, 2010, EDITION OF THE STANDARD SPECIFICATIONS. ATTENTION IS ALSO DIRECTED TO THE STANDARD PLATES CONTAINED IN THE PLACER COUNTY LAND DEVELOPMENT MANUAL AND THE CURRENT EDITION OF THE CALTRANS STANDARD PLANS, WHICH, WHEN APPLICABLE, ARE INCLUDED IN THESE DRAWINGS AND/OR REFERENCED BY PLATE OR STANDARD PLAN NUMBER. CONTRACTOR IS RESPONSIBLE TO HAVE AVAILABLE A CURRENT SET OF PLACER COUNTY GENERAL SPECIFICATIONS WITH PLATES, CALTRANS STANDARD SPECIFICATIONS, AND CALTRANS STANDARD PLANS.

2. CITY, PUBLIC WORKS DEPARTMENT OR ENGINEER, AS USED ON THESE PLANS AND NOTES, REFERS TO THE CITY ENGINEER OR AN AUTHORIZED AGENT APPOINTED BY THE CITY MANAGER.

3. PUBLIC SAFETY AND TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH COUNTY REQUIREMENTS AND AS DIRECTED BY THE ENGINEER. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.

4. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF THE IMPROVEMENTS SHOWN ON THESE PLANS. CALL "UNDERGROUND SERVICE ALERT" AT 800-227-2600 TWO (2) DAYS MINIMUM TO FOURTEEN (14) DAYS MAXIMUM BEFORE ANY EXCAVATION IS STARTED.

5. NO CONSTRUCTION SHALL BE DONE BETWEEN OCTOBER 15 AND MAY 1 WITHOUT A CITY APPROVED SEDIMENT AND EROSION CONTROL PLAN TO PREVENT SOIL EROSION. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THESE PLANS, AND THE SPECIFICATIONS AND RECOMMENDATIONS CONTAINED IN THE "EROSION AND SEDIMENT CONTROL FOR DEVELOPING AREAS OF THE SIERRAS", OCTOBER, 1991.

6. INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION OF SIGNIFICANT EROSION AND SILTATION ENTERING THE STORM DRAIN SYSTEM, NATURAL DRAINAGE COURSES AND/OR INTRUDING UPON ADJACENT ROADWAYS AND PROPERTIES. WINTERIZATION AND EROSION CONTROL SHOWN ON THESE PLANS IS INTENDED AS A GUIDE. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS DETERMINED IN THE FIELD AND APPROVED BY THE ENGINEER. THIS RESPONSIBILITY SHALL APPLY THROUGHOUT THE COURSE OF CONSTRUCTION AND UNTIL ALL DISTURBED AREAS HAVE BECOME STABILIZED AND SHALL NOT BE LIMITED TO WET WEATHER PERIODS.

7. THE CONTRACTOR SHALL REMOVE ALL ROAD MARKINGS, PAVEMENT MARKERS, AND OTHER DELINEATION THAT ARE IN CONFLICT WITH THE DELINEATION SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL LAYOUT ALL PAVEMENT MARKINGS FOR APPROVAL BY THE ENGINEER. THE CONTRACTOR SHALL APPLY ALL PAVEMENT MARKINGS WITHIN CITY RIGHT-OF-WAY. ALL THERMOPLASTIC PAVEMENT MARKINGS AND ON-SITE PAINTED MARKINGS SHALL BE INSTALLED BY THE CONTRACTOR. PERMANENT TRAFFIC SIGNS SHALL CONFORM TO CALIFORNIA DEPARTMENT OF TRANSPORTATION "TRAFFIC SIGN SPECIFICATIONS" FOR "STANDARD" SIZE, CHARACTER DIMENSIONS, AND LETTER STROKE WIDTH. ALL STOP SIGNS SHALL BE 30 INCH MINIMUM SIZE OF HIGH INTENSITY GRADE SHEETING.

8. PERMANENT TRAFFIC SIGNS SHALL CONFORM TO THE LATEST CALIFORNIA MUTCD TRAFFIC SIGN STANDARDS FOR "STANDARD" SIZE, CHARACTER DIMENSIONS, AND LETTER STROKE WIDTH. ALL STOP SIGNS SHALL BE 30 INCH MINIMUM SIZE OF HIGH INTENSITY GRADE SHEETING.

9. ALL WORK WITHIN CITY RIGHT-OF-WAY SHALL CONFORM TO ALL PROVISIONS OF ENCROACHMENT STATED IN THE PERMIT SPECIFICATIONS AND GENERAL PROVISIONS OF ENCROACHMENT.

10. CONTRACTOR MUST IMMEDIATELY REINSTALL ANY TRAFFIC SIGNS REMOVED IN THE COURSE OF CONSTRUCTION. ANY SIGNS LOST OR DAMAGED BY THE CONTRACTOR SHALL BE REPLACED OR REPAIRED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER.

11. TEMPORARY TRAFFIC STRIPING MUST BE PROVIDED BY THE CONTRACTOR IF EXISTING DELINEATION IS DESTROYED DURING TRENCHING OR OTHER WORK. PAINTED MARKINGS OR STRIPING TAPE MAY BE USED. THE TEMPORARY STRIPING MUST BE APPROVED FOR MATERIAL AND LAYOUT BY THE ENGINEER BEFORE TRENCHING OR OTHER WORK IS STARTED. ALL TEMPORARY PAINTED MARKINGS THAT ARE TO BE REMOVED SHALL BE SANDBLASTED BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.

12. THE CITY MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER CITY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET CITY STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT HIS EXPENSE.

13. PRIOR TO ANY ACTIVITY WITHIN THE CITY RIGHT-OF-WAY, THE CONTRACTOR SHALL INSTALL C19(CA) OR C23(CA) SIGNS IN ACCORDANCE WITH CHAPTER 6 OF THE CURRENT MUTCD MANUAL. THE SIGNS SHALL BE PROFESSIONALLY MADE, METAL, REFLECTORIZED, AND PLACED ON WOODEN POSTS FOR THE DURATION OF THE PROJECT. THE MINIMUM SIZE SHALL BE 36". THE SIGNS SHALL BE REPLACED OR REPAIRED IF STOLEN OR DAMAGED. THE PLACEMENT, TYPE, AND LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE REVIEWED AND APPROVED BY THE ENGINEER. THE ENGINEER OR INSPECTOR SHALL DIRECT THE INSTALLATION OR CHANGES TO SIGNS, STRIPING, CONES, BARRICADES, ETC. DURING THE COURSE OF CONSTRUCTION FOR TRAFFIC SAFETY.

14. ONLY THE APPROXIMATE LOCATION OF THE EXISTING SANITARY SEWERS, STORM DRAINS, & WATER FACILITIES HAVE BEEN SHOWN. THE CONTRACTOR SHALL VERIFY EXACT LOCATION BY POTHOLING IN THE FIELD AND IMMEDIATELY NOTIFY THE PROJECT ENGINEER IF SAID LOCATION IS SIGNIFICANTLY DIFFERENT FROM THAT SHOWN ON THIS PLAN.

CITY GENERAL NOTES: (CONTINUED)

15. IF ANY ARCHEOLOGICAL ARTIFACTS, EXOTIC ROCK (NON-NATIVE), OR UNUSUAL AMOUNTS OF SHELL OR BONE ARE UNCOVERED DURING ANY ON-SITE CONSTRUCTION ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY IN THE AREA AND A SOPA-CERTIFIED (SOCIETY OF PROFESSIONAL ARCHAEOLOGISTS) ARCHAEOLOGIST RETAINED TO EVALUATE THE DEPOSIT. THE CITY PLANNING DEPT. AND THE COUNTY DEPT. OF MUSEUMS MUST ALSO BE CONTACTED FOR REVIEW OF THE ARCHAEOLOGICAL FIND(S). IF THE DISCOVERY CONSISTS OF HUMAN REMAINS, THE PLACER COUNTY CORONER AND NATIVE AMERICAN HERITAGE COMMISSION MUST ALSO BE CONTACTED. WORK IN THE AREA MAY ONLY PROCEED AFTER AUTHORIZATION IS GRANTED BY THE CITY OF COLFAX PLANNING DEPARTMENT. FOLLOWING A REVIEW OF THE NEW FIND AND CONSULTATION WITH APPROPRIATE EXPERTS, IF NECESSARY, THE AUTHORITY TO PROCEED MAY BE ACCOMPANIED BY THE ADDITION OF DEVELOPMENT REQUIREMENTS WHICH PROVIDE PROTECTION OF THE SITE AND/OR ADDITIONAL MITIGATION MEASURES NECESSARY TO ADDRESS THE UNIQUE OR SENSITIVE NATURE OF THE SITE.

16. THE CONTRACTOR SHALL INSURE THAT ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN CLOSE PROXIMITY OF A RESIDENTIAL DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATING AND MAINTAINED MUFFLERS AT ALL TIMES DURING PROJECT CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE SERVICES OF A QUALIFIED ACOUSTICAL PROFESSIONAL TO VERIFY PROPER EQUIPMENT MUFFLERS, IF CONCERNS RELATING TO THE ISSUE ARISE. CONSTRUCTION NOISE EMANATING FROM ANY CONSTRUCTION ACTIVITIES FOR WHICH A BUILDING PERMIT OR GRADING PERMIT IS REQUIRED IS PROHIBITED ON SUNDAYS AND FEDERAL HOLIDAYS, AND SHALL ONLY OCCUR:

A) MONDAY THROUGH FRIDAY, 7:00 AM TO 7:00 PM
B) SATURDAYS, 8:00 AM TO 6:00 PM

17. IF AT ANY TIME DURING THE COURSE OF CONSTRUCTING THE PROPOSED PROJECT EVIDENCE OF SOIL AND/OR GROUNDWATER CONTAMINATION WITH HAZARDOUS MATERIAL IS ENCOUNTERED, THE APPLICANT SHALL IMMEDIATELY STOP THE PROJECT AND CONTACT ENVIRONMENTAL HEALTH SERVICES HAZARDOUS MATERIALS SECTION. THE PROJECT SHALL REMAIN SUSPENDED UNTIL THERE IS RESOLUTION OF THE CONTAMINATION PROBLEM TO THE SATISFACTION OF ENVIRONMENTAL HEALTH SERVICES AND TO THE REGIONAL WATER QUALITY CONTROL BOARD.

18. NO OPEN BURNING OF WOOD/VEGETATIVE WASTE MATERIALS FROM EITHER THE CONSTRUCTION OR OPERATION OF THE PROJECT SHALL OCCUR. ALTERNATIVES TO OPEN BURNING INCLUDE, BUT ARE NOT LIMITED TO, CHIPPING, MULCHING, COMPOSTING AND CONVERSION TO BIOMASS FUEL. THE BURNING OF CONSTRUCTION/DEMOLITION DEBRIS IS PROHIBITED.

19. EACH PARKING SPACE RESERVED FOR THE HANDICAPPED SHALL BE IDENTIFIED BY A PERMANENTLY AFFIXED REFLECTORIZED SIGN CONSTRUCTED OF PORCELAIN ON STEEL, BEADED TEXT, OR EQUAL, DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. A SIGN SHALL ALSO BE POSTED WHICH CLEARLY AND CONSPICUOUSLY STATES THE FOLLOWING: "UNAUTHORIZED VEHICLES NOT DISPLAYING PLACARDS OR LICENSE PLATES ISSUED FOR PHYSICALLY HANDICAPPED PERSONS MAY BE TOWED AWAY AT THE OWNER'S EXPENSE". HANDICAP ACCESS SHALL COMPLY WITH TITLE 24 C.A.C.

SURVEY NOTES:

1. ALL FIELD STAKING SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. ALL CONSTRUCTION STAKING SHALL BE PROVIDED BY THE CONTRACTOR. ALL STAKING SHALL BE DONE PER SECTION 5-1.07 PLACER COUNTY GENERAL SPECIFICATIONS.

2. CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS. MONUMENTS AND SURVEY MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL REQUEST IN WRITING CONSTRUCTION STAKING FOR ANY PARTICULAR PHASE OF WORK NO LESS THAN THREE WORKING DAYS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

4. PRIOR TO ANY CORRECTIVE ACTION BY THE CONTRACTOR WHICH MAY BE NECESSARY DUE TO ALLEGED STAKING ERRORS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR VERIFICATION AND RE-STAKING IF NECESSARY.

PAVING NOTES:

1. ALL EXISTING AC SURFACES SHALL BE SAW CUT ONE FOOT MINIMUM INSIDE THE EDGE OF PAVEMENT OR AS SHOWN ON PLANS TO A NEAT, STRAIGHT LINE AND REMOVED. THE EXPOSED EDGE SHALL BE SEALED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.

2. ASPHALT CONCRETE SHALL BE TYPE A, 1/2" MAXIMUM MEDIUM GRADING AND SHALL CONFORM TO SECTION 39 OF THE PLACER COUNTY GENERAL SPECIFICATIONS.

3. AGGREGATE BASE SHALL BE CLASS 2, 3/4" MAXIMUM GRADING. AGGREGATE BASE SHALL CONFORM TO SECTION 26 OF THE COUNTY GENERAL SPECIFICATIONS.

GRADING NOTES:

1. AFTER STRIPPING THE DEBRIS, ANY EXISTING LOOSE FILL, UNSUITABLE SOIL, SILTY SAND DEPOSITS, OR DISTURBED NATURAL SOILS SHALL BE EXCAVATED AND PROPERLY DISPOSED OF TO THE SATISFACTION OF THE ENGINEER.

2. THE CONTRACTOR SHALL INSTALL A 4' TALL, BRIGHTLY COLORED (USUALLY YELLOW OR ORANGE) SYNTHETIC MESH MATERIAL FENCE (OR AN EQUIVALENT APPROVED BY THE ENGINEER) AT THE FOLLOWING LOCATIONS PRIOR TO ANY CONSTRUCTION EQUIPMENT BEING MOVED ON-SITE OR ANY CONSTRUCTION ACTIVITIES TAKING PLACE:
   A) ADJACENT TO ANY AND ALL WETLAND PRESERVATION EASEMENTS THAT ARE WITHIN 50' OF ANY PROPOSED CONSTRUCTION ACTIVITY:
   B) AT THE LIMITS OF CONSTRUCTION, OUTSIDE THE DRIPLINE OF ALL TREES 6" DBH (DIAMETER AT BREAST HEIGHT), OR 10" DBH AGGREGATE FOR MULTI-TRUNK TREES, WITHIN 50' OF ANY GRADING, ROAD IMPROVEMENTS, UNDERGROUND UTILITIES, OR OTHER DEVELOPMENT ACTIVITIES, OR AS OTHERWISE SHOWN ON THE TENTATIVE MAP:
   C) AROUND ANY AND ALL "SPECIAL PROTECTION" AREAS AS DISCUSSED IN THE PROJECT'S ENVIRONMENTAL REVIEW DOCUMENTS.

   IN ADDITION, A 1'x 2' SIGN SHALL BE ATTACHED TO THE FENCING STATING "THIS TREE TO BE SAVED" OR "PROTECTION AREA – KEEP OUT". NO DEVELOPMENT OF THIS SITE, INCLUDING GRADING, WILL BE ALLOWED UNTIL THIS CONDITION IS SATISFIED. ANY ENCROACHMENT WITHIN THESE AREAS INCLUDING DRIPLINES OF TREES TO BE SAVED, MUST FIRST BE APPROVED BY THE ENGINEER. NO GRADING, CLEARING, STORAGE OF EQUIPMENT OR MACHINERY, ETC., MAY OCCUR UNTIL A REPRESENTATIVE OF THE ENGINEER HAS INSPECTED AND APPROVED ALL TEMPORARY CONSTRUCTION FENCING. THIS INCLUDES BOTH ON-SITE AND OFF-SITE IMPROVEMENTS. EFFORTS SHOULD BE MADE TO SAVE TREES WHERE FEASIBLE. THIS MAY INCLUDE THE USE OF RETAINING WALLS, PLANTER ISLANDS, PAVERS, OR OTHER TECHNIQUES COMMONLY ASSOCIATED WITH TREE PRESERVATION.

3. ALL GRADING AND EARTHWORK TO BE DONE IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE SOILS ENGINEER.

4. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED GEOTECHNICAL ENGINEER TO EVALUATE GEOLOGIC AND SOILS CONDITIONS ON THE SITE, PROVIDE CONSTRUCTION AND COMPACTION RECOMMENDATIONS, INSPECT THE CONTRACTOR'S GRADING OPERATION, AND CERTIFY THE CONTRACTOR'S COMPLIANCE WITH THE APPROVED RECOMMENDATIONS, INCLUDING COMPACTION TESTING.

FUGITIVE DUST CONTROL NOTES:

1. THE CONTRACTOR IS TO MAINTAIN ADEQUATE DUST CONTROL PER SECTION 10, CALTRANS SPECIFICATIONS, AND UTILIZE DUST CONTROL MITIGATIONS APPROVED BY THE AIR POLLUTION CONTROL DISTRICT (A.P.C.D.). PARTICULATE CONTROL MEASURES SHALL ALSO BE USED THROUGHOUT THE CONSTRUCTION PHASE OF THIS PROJECT.

2. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES OUTLINED IN THE "FUGITIVE DUST CONTROL" HANDBOOK AVAILABLE FROM A.P.C.D.

3. THE CONTRACTOR SHALL APPLY WATER TO ALL DISTURBED AREAS FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE.

4. DUST PRODUCING CONSTRUCTION ACTIVITIES SHALL BE SUSPENDED DURING PERIODS OF HIGH WINDS (GUSTS EXCEEDING 25 MPH).

5. CONSTRUCTION VEHICLES AND EQUIPMENT SHALL BE RESTRICTED TO TRAVEL ALONG WELL WATERED CONSTRUCTION ROUTES AND SHALL BE LIMITED TO A MAXIMUM SPEED OF 15 MPH ON NON-PAVED CONSTRUCTION SITES.

6. THE CONTRACTOR SHALL USE TARPAULINS OR OTHER EFFECTIVE COVERS FOR HAUL TRUCKS WHICH TRAVEL ON PUBLIC STREETS.

7. EXISTING STREETS AND PAVED ROADS SHALL BE REGULARLY SWEPT AS FAR AS NECESSARY TO ENSURE THAT NO SILT, DEBRIS, OR POLLUTANTS ARE CARRIED OVER TO ADJACENT PUBLIC THOROUGHFARES. DO NOT WASH DOWN STREETS WITH WATER UNTIL THE BULK OF THE DIRT AND DUST HAS BEEN REMOVED BY DRY SWEEPING. THIS IS TO PREVENT CONTAMINATION OF WATERWAY WITH SEDIMENT.

8. ALL CONSTRUCTION EQUIPMENT SHALL BE CLEANED REGULARLY AND KEPT PROPERLY TUNED TO MINIMIZE THE AMOUNT OF DUST AND POLLUTANTS EMITTED INTO THE AIR.

STORM DRAINS

1. ALL STORM DRAIN CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE PLACER COUNTY DEPARTMENT OF PUBLIC WORKS GENERAL SPECIFICATIONS DATED AUGUST, 2005.

2. UNLESS SPECIFIED ON THE PLANS, PIPE ALTERNATIVES SHALL BE:
   - CONCRETE PIPE
     ASTM CLASS 3 (UNLESS OTHERWISE SHOWN ON PLANS)
   - HDPE (PER SECTION 64 OF THE CALTRANS STANDARD SPECIFICATIONS, MAY 2010)

   THE CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL NEW DRAINAGE IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.

3. ALL CONSTRUCTION SHALL CONFORM TO MANUFACTURER'S SPECIFICATIONS AND TO THE REQUIREMENTS OF THE COUNTY OF PLACER.

ENGINEER'S NOTES:

1. THE CONTRACTOR SHALL NOT BEGIN WORK SHOWN ON THESE PLANS UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.

2. THE CONTRACTOR SHALL MAKE SITE INSPECTIONS PRIOR TO BIDDING TO DETERMINE ALL ITEMS NOT SHOWN AS BID ITEMS WHICH ARE NECESSARY TO PERFORM A COMPLETE AND ACCEPTABLE JOB. ALL SUCH ITEMS SHALL BE INCLUDED IN THE BID.

3. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR ENGINEER.

4. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL UNDERGROUND FACILITIES; HOWEVER, BENNETT ENGINEERING SERVICES INC. ASSUMES NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE EXISTING FACILITIES SHOWN HEREON OR FOR THE EXISTENCE OF OTHER UNDERGROUND UTILITIES OR OBJECTS WHICH MAY BE DISCOVERED BUT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS.

5. THE CONTRACTOR SHALL PROVIDE ONE COMPLETE ACCURATE SET OF RECORD CHANGES. THE CHANGES SHALL BE PLACED ON A CLEAN SET OF BOND DRAWINGS IN RED, AND GIVEN TO THE ENGINEER AT JOB COMPLETION.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE CONSULTING ENGINEER IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL STOP WORK UNTIL MITIGATIONS CAN BE MADE. ANY COSTS INCURRED RESULTING FROM THE CONTRACTOR'S FAILURE TO STOP WORK AS DIRECTED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

7. THE CONTRACTOR SHALL AT ALL TIMES COORDINATE HIS WORK WITH THAT OF OTHERS ON THE SITE. THE CONTRACTOR SHALL HAVE A RESPONSIBLE PARTY, WHO SHALL HAVE THE AUTHORITY TO REPRESENT AND ACT FOR THE CONTRACTOR, ON THE JOB SITE DURING ALL CONSTRUCTION ACTIVITIES.

8. THE CONTRACTOR SHALL TAKE CARE TO PROTECT THE EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE CONSTRUCTION AND SHALL REPAIR OR MAKE REPLACEMENT TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE CONTRACTOR SHALL PERFORM THESE REPAIRS AND REMOVE ALL TRASH AND CONSTRUCTION DEBRIS AS DIRECTED BY THE CITY OF COLFAX.

9. THE CITY OR ENGINEER MAY REQUIRE THE CONTRACTOR TO UNCOVER ANY IMPROVEMENTS THAT HAVE BEEN COMPLETED WITHOUT PROPER CITY INSPECTION AND/OR APPROVAL. IF THE INSTALLATION IS FOUND NOT TO MEET APPLICABLE STANDARDS OR PREVIOUSLY APPROVED ALTERNATIVES SHOWN ON THE PLANS, THE CONTRACTOR MAY BE REQUIRED TO REMOVE AND REPLACE SUCH IMPROVEMENTS AT HIS EXPENSE.

10. INSPECTION OF THE WORK SHALL NOT RELIEVE THE CONTRACTOR OF THE OBLIGATION TO FULFILL ALL CONDITIONS OF THE CONTRACT.

11. SOME OF THE DETAILS DIRECT THE CONTRACTORS ATTENTION TO SPECIFIC STANDARD DRAWINGS, THE CONTRACTOR IS CAUTIONED THAT THE REFERRED STANDARDS DO NOT REPRESENT ALL APPLICABLE PLACER COUNTY STANDARDS.

12. THE AREAS SHALL BE GRADED, AS REQUIRED, TO DRAIN.

13. ALL PIPE SHALL BE PLACED WITH THE LABEL ON TOP.

14. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF: (IN THE EVENT OF A CONFLICT, THE MORE STRINGENT AND CONSERVATIVE SHALL APPLY.)
   A) THE PLACER COUNTY GENERAL SPECIFICATIONS, IMPROVEMENTS STANDARDS, AND STANDARD DRAWINGS
   B) THESE PLANS AND SPECIFICATIONS
   C) APPLICABLE ASTM STANDARDS
   D) CALTRANS STANDARD SPECIFICATIONS

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.)

1. THE CONTRACTOR IS ADVISED THAT THE STATE OF CALIFORNIA HAS ADOPTED NATIONAL POLLUTION DISCHARGE ELIMINATION REQUIREMENTS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CLEAN WATER ACT. THIS PROJECT IS SUBJECT TO ALL OF THE REQUIREMENTS CONTAINED IN THOSE ACTS. THE CONTRACTOR SHALL ABIDE BY ALL OF THE LAWS, ORDINANCES, AND REGULATIONS ASSOCIATED WITH N.P.D.E.S. AND THE CLEAN WATER ACT.

EROSION CONTROL AND WINTERIZATION:

1. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PREVENT DISCHARGE OF SEDIMENT FROM THE SITE TO ANY WATERCOURSE, DRAINAGE SYSTEM, OR ONTO ADJACENT PROPERTIES AND TO PREVENT DAMAGE BY EROSION OR DEPOSITION OF SEDIMENT WHICH MAY RESULT FROM THE WORK.

2. THE CONTRACTOR MUST COMPLY WITH ALL FEDERAL, STATE AND LOCAL GOVERNMENT LAWS AND REGULATIONS RELATING TO THE DISCHARGE OF STORM WATER RUNOFF ASSOCIATED WITH CONSTRUCTION ACTIVITIES WHETHER OR NOT THE REQUIRED FACILITIES OR METHODS ARE STATED ON THESE PLANS.

3. THE CONTRACTOR SHALL CONDUCT INSPECTIONS OF THE SITE PRIOR TO ANTICIPATED STORM EVENTS, (OCTOBER 15 TO APRIL 15) AND AFTER ACTUAL EVENTS TO IDENTIFY AREAS CONTRIBUTING TO DISCHARGE OF STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY AND TO EVALUATE WHETHER EXISTING CONTROL PRACTICES TO REDUCE POLLUTANT LOADINGS ARE ADEQUATE.

4. ALL EROSION AND SEDIMENT CONTROL FEATURES SHALL BE MONITORED BY THE CONTRACTOR DURING STORMS TO INSURE CONTROL FEATURES ARE WORKING PROPERLY. ALTERNATE MEASURES MUST BE INSTALLED IF ORIGINAL MEASURES FAIL.

5. PRIOR TO STORMS, PROTECT ANY EXPOSED SOIL BY BROADCASTING WITH CLEAN, SMALL GRAIN STRAW (WHEAT, RICE , BARLEY, OAT) AT A RATE THAT WILL PROVIDE COMPLETE COVERAGE ON VISUAL INSPECTION (TO THE SATISFACTION OF THE ENGINEER).

WINTER CONSTRUCTION RESTRICTIONS: (NOVEMBER THROUGH MARCH)

THE FOLLOWING PROVISIONS AND/OR RESTRICTIONS MAY APPLY TO WINTER CONSTRUCTION:

1. NO TRENCH WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT OR ON THE WEEKENDS WHEN WET WEATHER IS FORECAST .

2. PONDING OF WATER GREATER THAN 6" IS NOT PERMISSIBLE IN OPEN TRENCHES OR EXCAVATIONS.

3. THE CITY OF COLFAX INSPECTOR MAY ISSUE A "STOP WORK" NOTICE IF THESE FOREGOING RESTRICTIONS ARE NOT COMPLIED WITH. NO FURTHER WORK WILL BE ALLOWED TO CONTINUE NOR WILL IT BE INSPECTED UNTIL THE ABOVE RESTRICTIONS ARE COMPLIED WITH WHICH COULD AFFECT THE ISSUANCE OF A NOTICE OF COMPLETION.

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=XX'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER CARLTON DONALD ALLEN III No. C76694 CIVIL STATE OF CALIFORNIA

BEN|EN TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

GENERAL NOTES

CITY OF COLFAX CALIFORNIA

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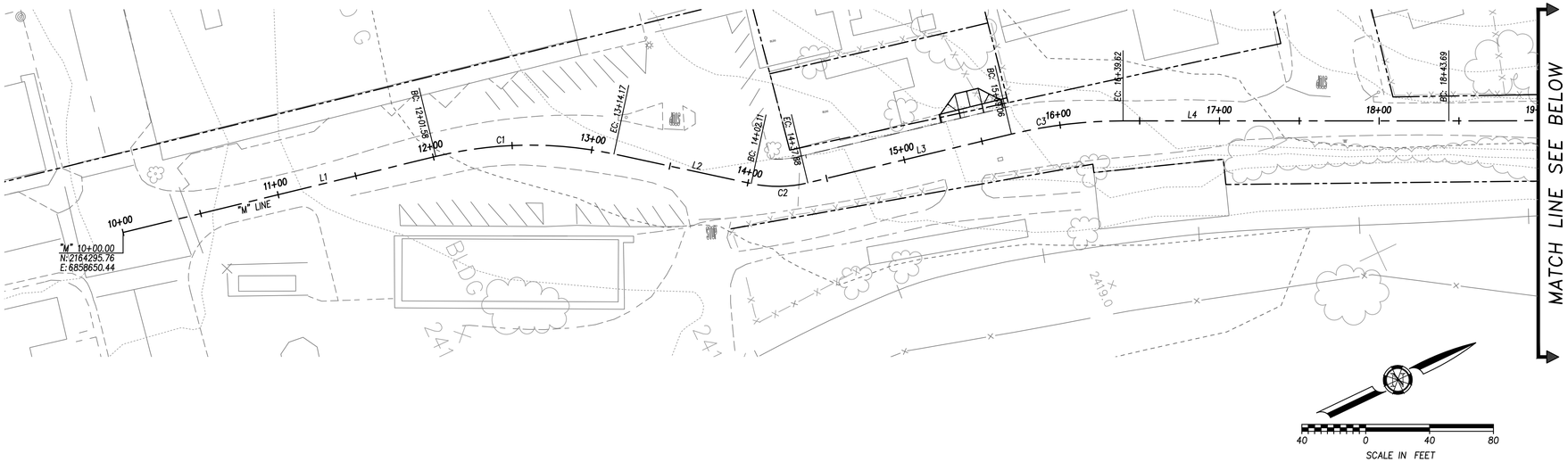

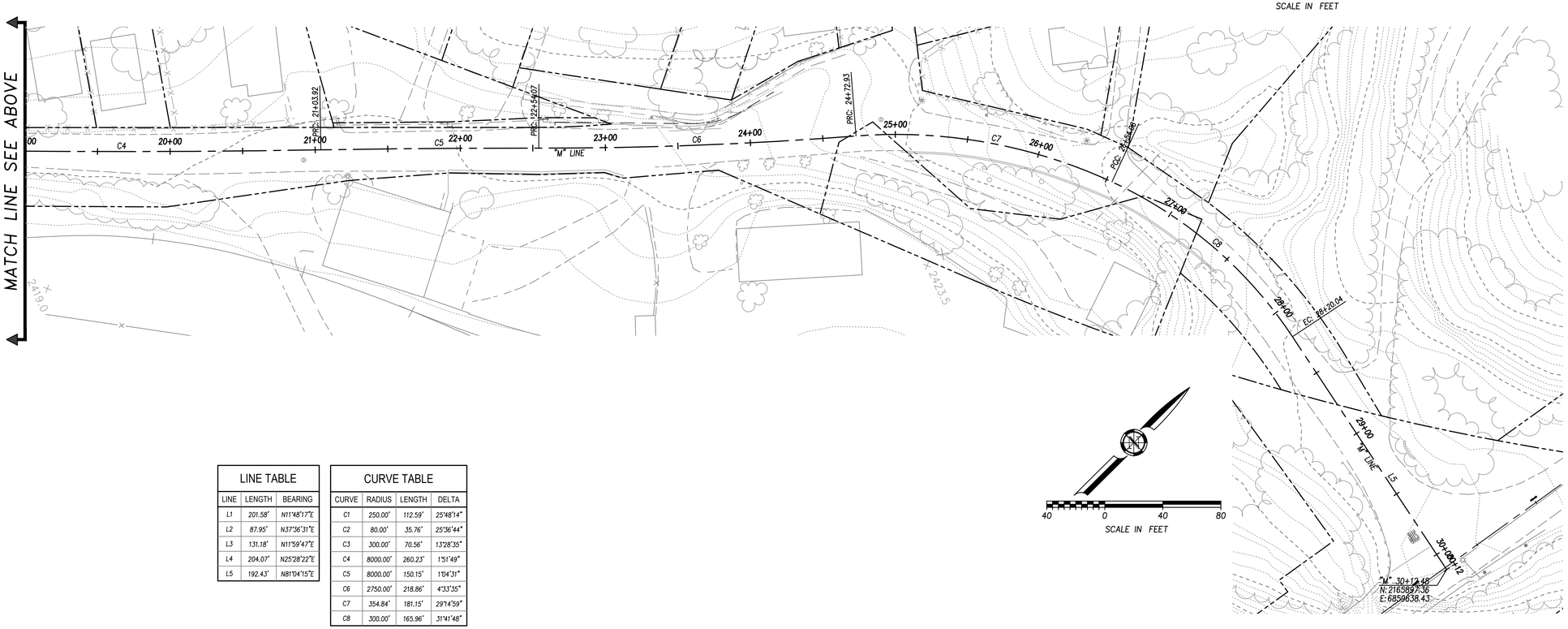

LINE TABLE		
LINE	LENGTH	BEARING
L1	201.58'	N11°48'17"E
L2	87.95'	N37°36'31"E
L3	131.18'	N11°59'47"E
L4	204.07'	N25°28'22"E
L5	192.43'	N81°04'15"E

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	250.00'	112.59'	25°48'14"
C2	80.00'	35.76'	25°36'44"
C3	300.00'	70.56'	13°28'35"
C4	8000.00'	260.23'	1°51'49"
C5	8000.00'	150.15'	1°04'31"
C6	2750.00'	218.86'	4°33'35"
C7	354.84'	181.15'	29°14'59"
C8	300.00'	165.96'	31°41'48"

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
5			
6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=40'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER
CARL DONALD ALLEN
No. 17669
CIVIL
STATE OF CALIFORNIA

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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

SURVEY CONTROL SHEET

CITY OF COLFAX CALIFORNIA

SC-1

3 OF 11

Login Name: CAllen
Date/Time: Jun 07, 2016 - 4:06 pm
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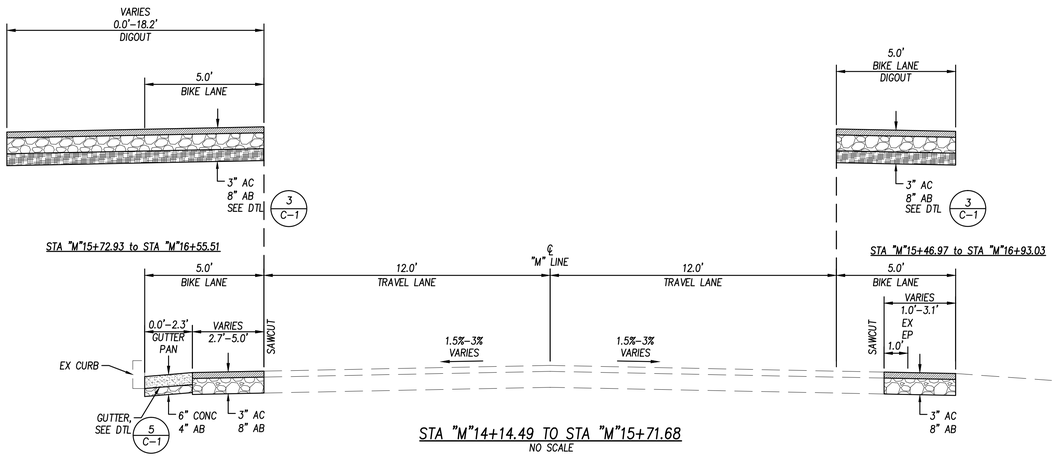

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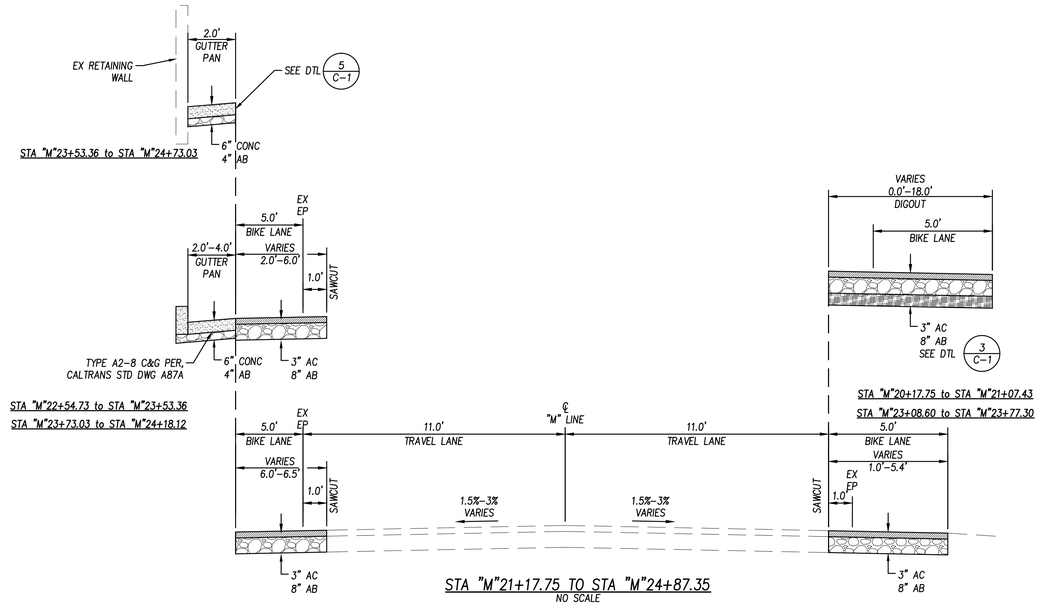
NO SCALE



STA "M"21+17.75 TO STA "M"24+87.35
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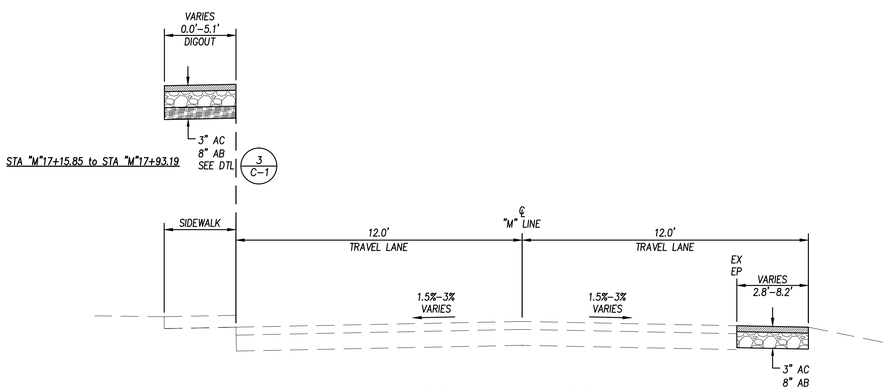
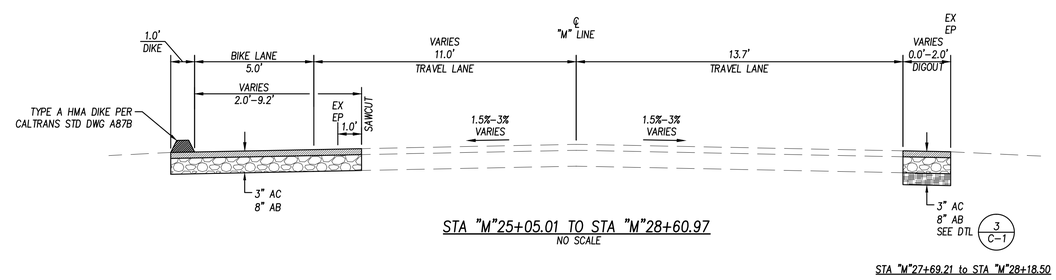


STA "M"16+93.03 TO STA "M"19+21.04
NO SCALE



STA "M"25+05.01 TO STA "M"28+60.97
NO SCALE

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
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6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	AS SHOWN
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
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REGISTERED PROFESSIONAL ENGINEER
CARLTON DONALD ALLEN
No. 76694
CIVIL
STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
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T 916.783.4100
F 916.783.4110

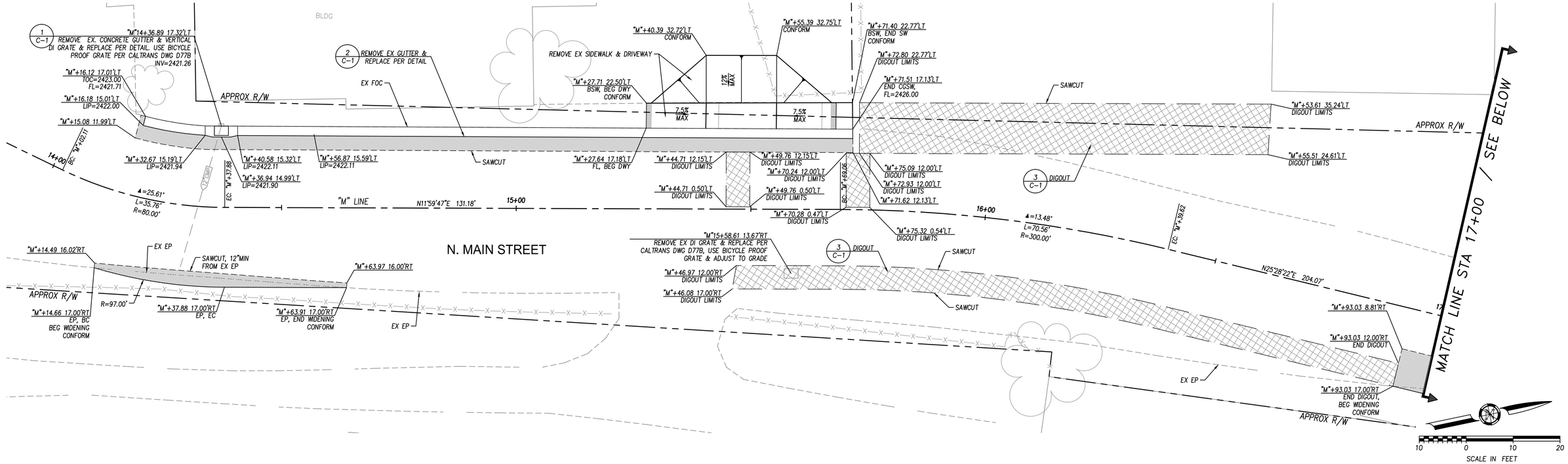
CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

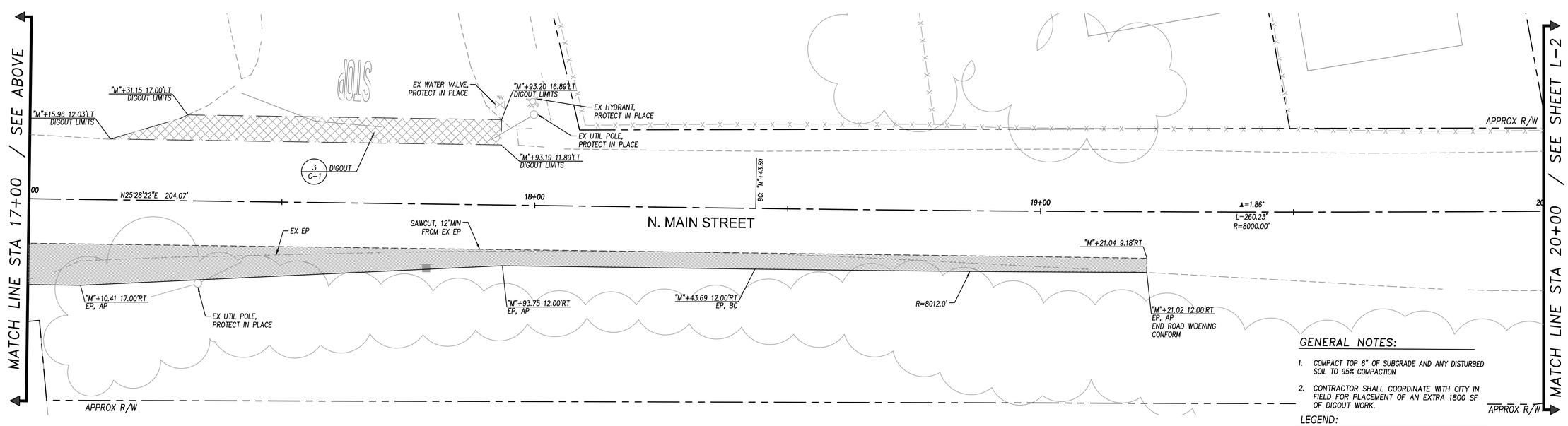
TYPICAL SECTIONS

CITY OF COLFAX CALIFORNIA

X-1
4 OF 11

Login Name: CAllen
Plot Date: July 08, 2016 – 4:06 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_04-X1 – SECTIONS.dwg
XREFS: BDR-15319_R_24x36





GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

LEGEND:

RIGHT OF WAY
SAWCUT
3"AC TYPE A OVER 8" CLASS 2 AB
DIGOUT – SEE DETAIL 3, SHT C-1

NO.	REVISIONS	BY	DATE
1			
2			
3			
4			
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6			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
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X
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X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
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REGISTERED PROFESSIONAL ENGINEER LEON DONALD ALLEN III NO. C76694 CIVIL STATE OF CALIFORNIA

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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

LAYOUT - N. MAIN STREET
STA 14+00 to STA 20+00

CITY OF COLFAX CALIFORNIA

L-1
5 OF 11

Login Name: CAllen
Date/Time: June 28, 2016 – 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 – LAYOUT.dwg
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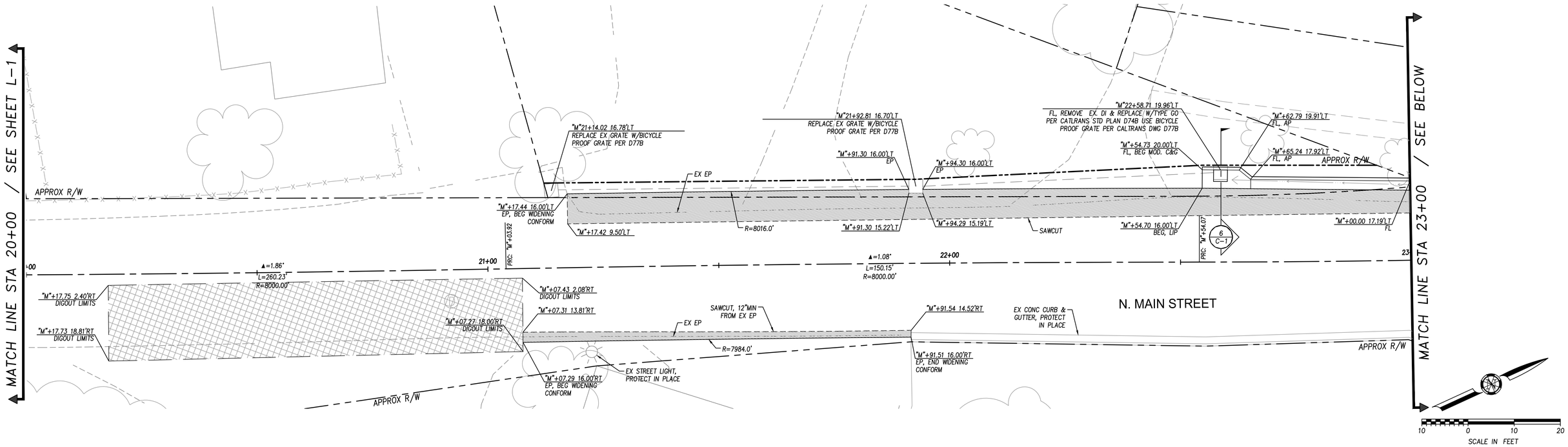

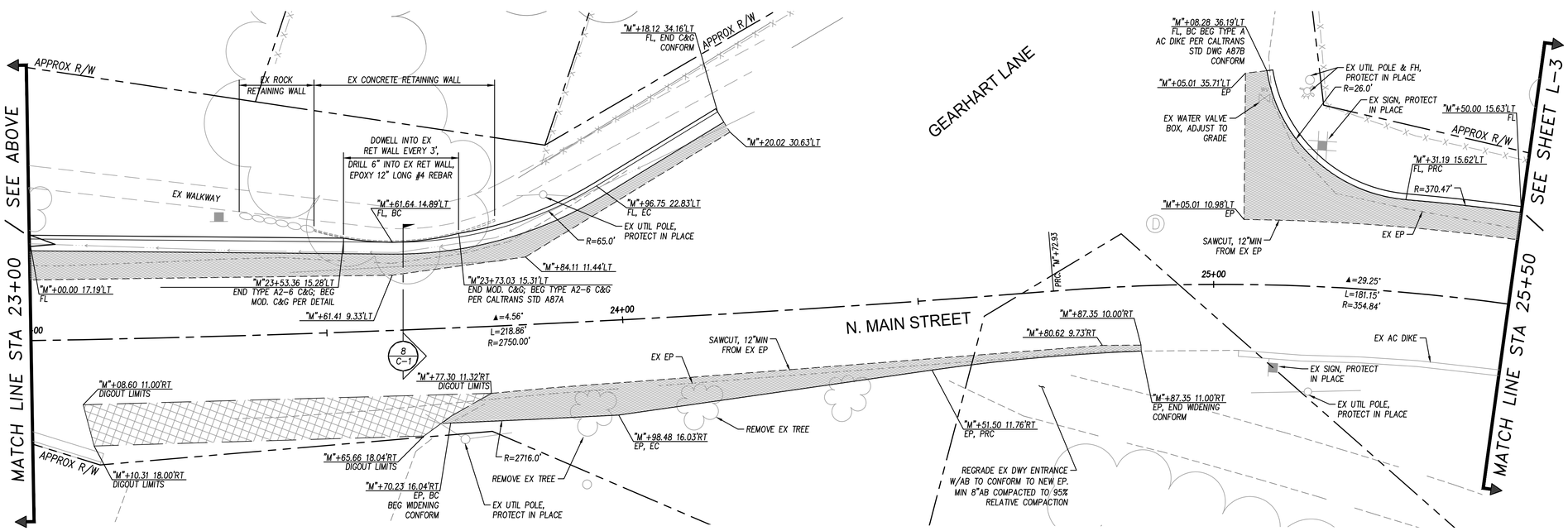

GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

LEGEND:

RIGHT OF WAY
SAWCUT
3"AC TYPE A OVER 8" CLASS 2 AB
DIGOUT – SEE DETAIL 3, SHT C-1

NO.	REVISIONS	BY	DATE
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BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
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DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER CARL DONALD ALLEN No. C76604 CIVIL STATE OF CALIFORNIA

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TRUSTED ENGINEERING ADVISORS

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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

LAYOUT - N. MAIN STREET
STA 20+00 to STA 25+50

CITY OF COLFAX CALIFORNIA

L-2
6 OF 11

Login Name: CAllen
Date: June 06, 2016 - 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 - LAYOUT.dwg
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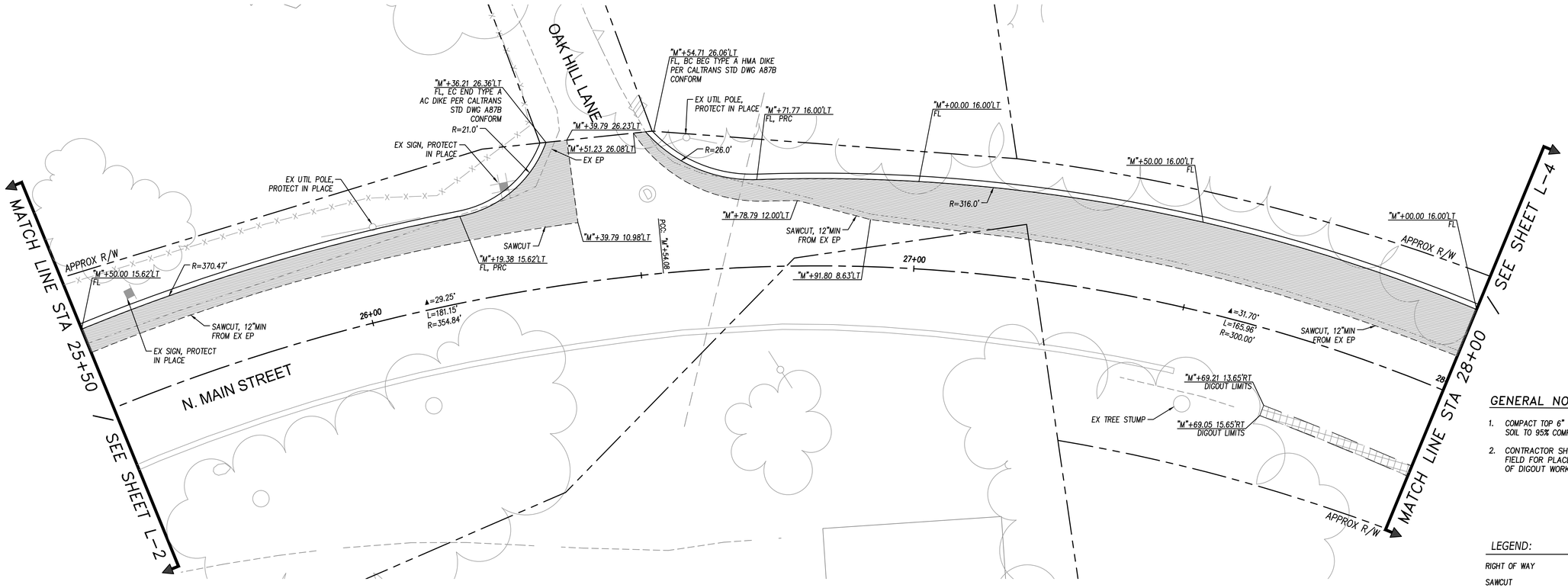

GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

LEGEND:

RIGHT OF WAY
SAWCUT
3"AC TYPE A OVER 8" CLASS 2 AB
DIGOUT – SEE DETAIL 3, SHT C-1

10 0 10 20
SCALE IN FEET

NO.	REVISIONS	BY	DATE
6			
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2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
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DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER LUCIO DONALD ALLEN III No. 76884 CIVIL STATE OF CALIFORNIA

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TRUSTED ENGINEERING ADVISORS

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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

LAYOUT - N. MAIN STREET
STA 25+50 to STA 28+00

CITY OF COLFAX CALIFORNIA

L-3
7 OF 11

Login Name: CAllen
Plot Date: June 08, 2016 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 - LAYOUT.dwg
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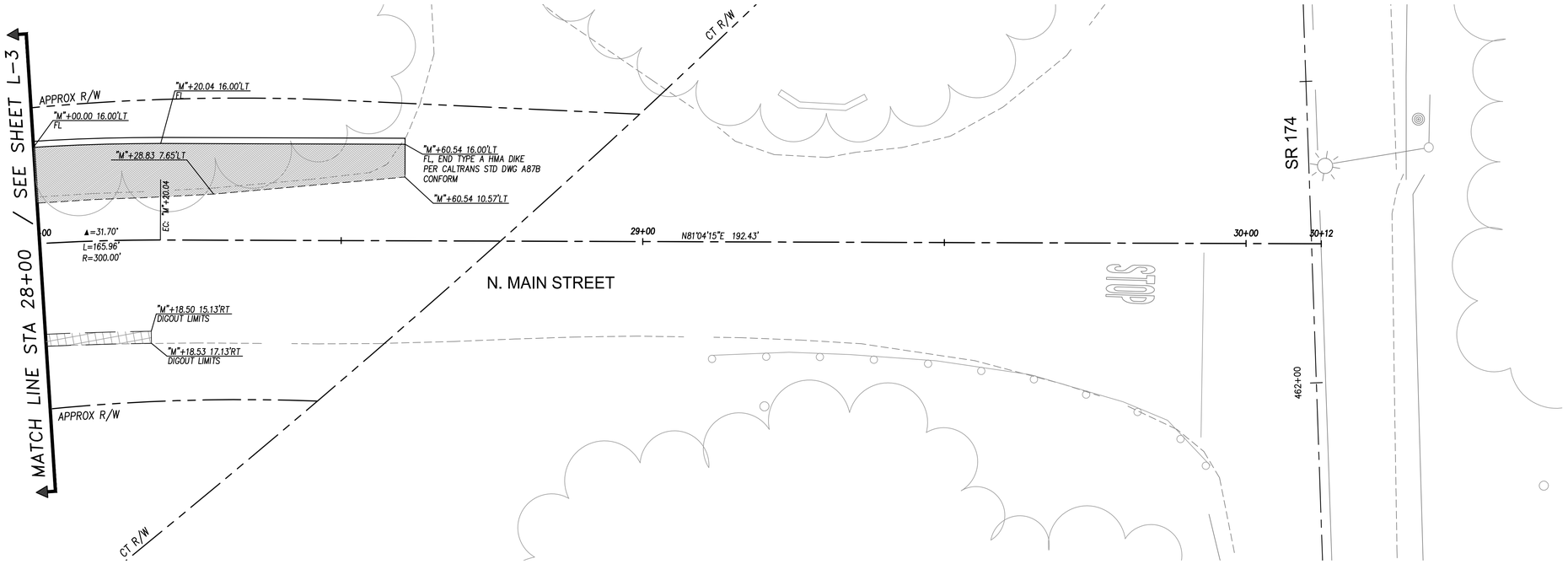


GENERAL NOTES:

1. COMPACT TOP 6" OF SUBGRADE AND ANY DISTURBED SOIL TO 95% COMPACTION
2. CONTRACTOR SHALL COORDINATE WITH CITY IN FIELD FOR PLACEMENT OF AN EXTRA 1800 SF OF DIGOUT WORK.

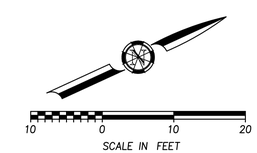
LEGEND:

RIGHT OF WAY

SAWCUT

3"AC TYPE A OVER 8" CLASS 2 AB

DIGOUT – SEE DETAIL 3, SHT C-1



NO.	REVISIONS	BY	DATE
1			
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BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=10'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER DONALD ALLEN CIVIL STATE OF CALIFORNIA No. 076694

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Roseville, California 95661
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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

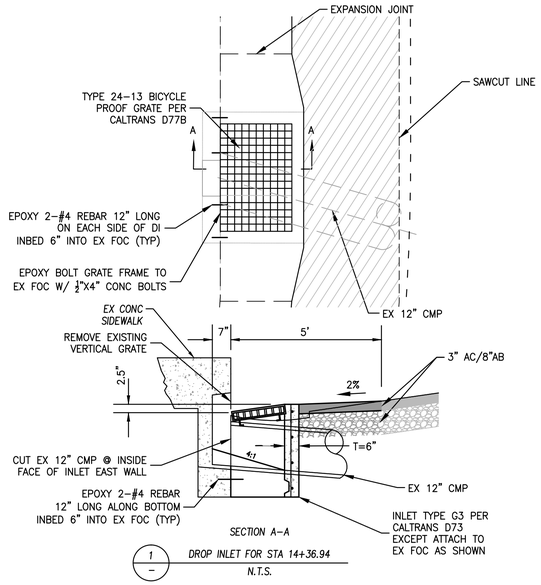
LAYOUT - N. MAIN STREET
STA 28+00 to STA 30+12

CITY OF COLFAX CALIFORNIA

L-4

8 OF 11

Login Name: CAllen
Plot Date: June 08, 2016 – 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_05-L1 – LAYOUT.dwg
XREFS: BDR-15319_H_24x36 | 15319_XR-SITE | 15319_XR-BASEMAP | 15319_XR-TOPO

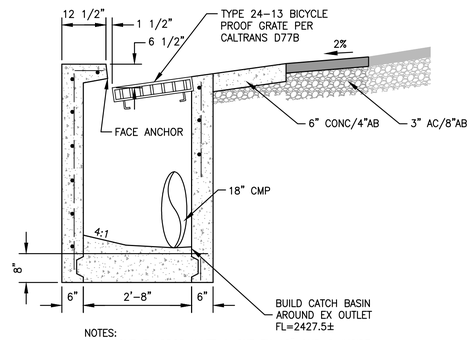


1 — DROP INLET FOR STA 14+36.94
N.T.S.

NOTES:
1. CENTER NEW DI ON EXISTING STORM INLET.

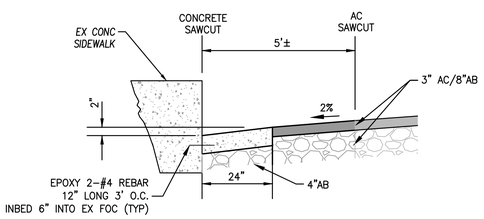
2 SAWCUT AND REMOVE EX GUTTER AS CLOSE AS PRACTICAL TO EX FOC & ROUGH INTERFACE W/JACK HAMMER. USE BONDING AGENT.

3. COMPACT TOP 6" OF SUBGRADE TO 95% RELATIVE COMPACTION.



NOTES:
1. REMOVE EX DROP INLET & CUT EX 18" CMP @ INSIDE FACE OF INLET EAST WALL.

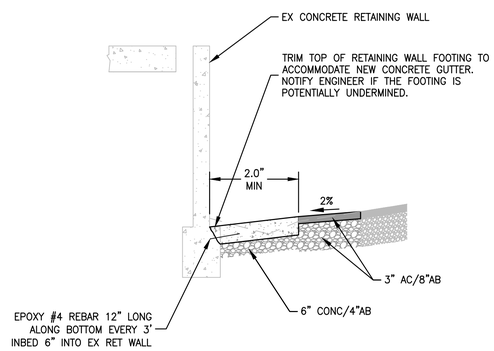
4 — DROP INLET FOR STA 22+58.70 PER CALTRANS TYPE GO CATCH BASIN
N.T.S.



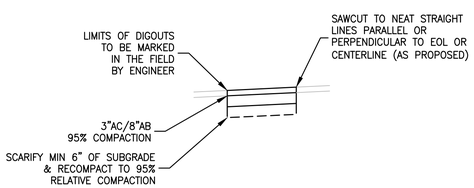
2 — GUTTER DETAIL
N.T.S.

NOTES:
1. SAWCUT AND REMOVE EX GUTTER AS CLOSE AS PRACTICAL TO EX FOC & ROUGH INTERFACE W/JACK HAMMER. USE BONDING AGENT. EPOXY #4 REBAR 12" LONG INBED 6" INTO EX FOC (TYP).

2. COMPACT TOP 6" OF SUBGRADE TO 95% RELATIVE COMPACTION.



5 — GUTTER TIED TO CONCRETE RETAINING WALL
N.T.S.

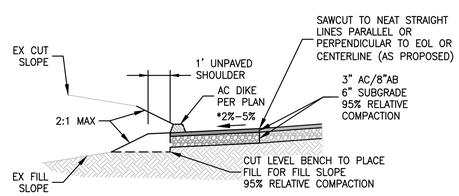


NOTES:
1. SLOPE PER EXISTING GRADE.

2. AFTER COMPACTION OF SUBGRADE AND PLACEMENT & COMPACTION OF AB, SEAL EDGE OF SAWCUT AC AND AB WITH ASPHALT EMMULSION.

3. THE CITY SUSPECTS THAT SOME UNKNOWN EXTENT OF NORTH MAIN STREET IS UNDERLAIN BY OLD CONCRETE PAVEMENT.

3 — TYPICAL DIGOUT DETAIL
N.T.S.



NOTES:
1. EXCAVATIONS WITHIN THE DRIP LINES OF TREES SHALL BE MINIMIZED & CONDUCTED UNDER THE SUPERVISION OF AN ARBORIST.

2. AFTER COMPACTION OF SUBGRADE AND PLACEMENT & COMPACTION OF AB, SEAL EDGE OF SAWCUT AC AND AB WITH ASPHALT EMMULSION.

3. *MIN SLOPE WITH ENGINGEERS APPROVAL 1% FOR AREAS WHERE PAVEMENT IS WIDENED.

6 — AC DIKE AND WIDENING DETAIL
N.T.S.

NO.	REVISIONS	BY	DATE
8			
7			
6			
5			
4			
3			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	AS SHOWN
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
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REGISTERED PROFESSIONAL ENGINEER — CARLTON DONALD ALLEN III — No. C76694 — CIVIL — STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

CONSTRUCTION DETAILS

CITY OF COLFAX CALIFORNIA

C-1

9 OF 11

Login Name: CAllen
Plot Date: July 06, 2016 - 4:07 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_06-C1 - CONST DTLS.dwg
XREFS: BGR=15319_J_24x36 | 15319_XR-TOPO | 15319_XR-SITE | 15319_XR-BASEMAP

LEGEND

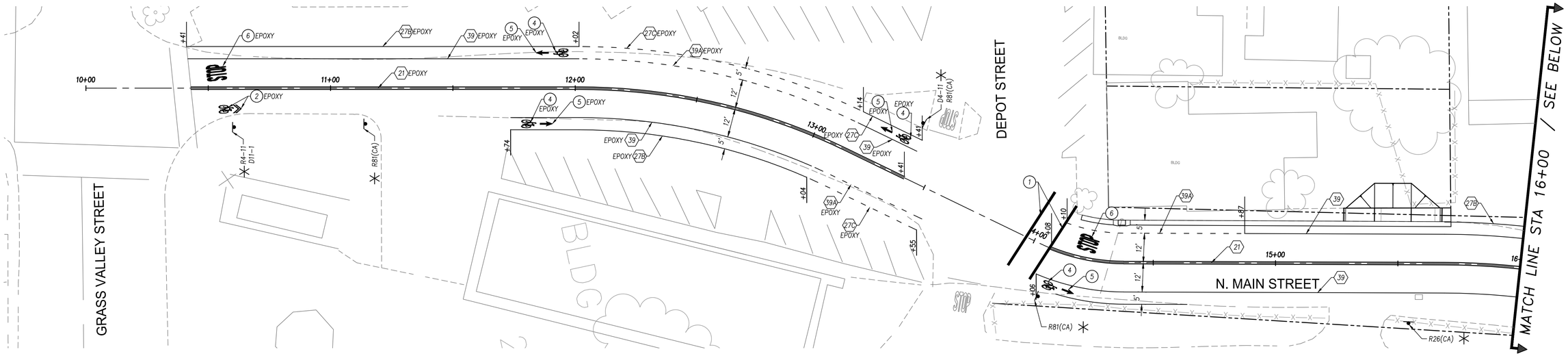
- EXISTING ORNAMENTAL STREETLIGHT
- EXISTING MAST ARM
- EXISTING REGIONAL TRANSIT PP
- EXISTING ROADSIDE SIGN LOCATION
- NEW ROADSIDE SIGN LOCATION
- INSTALL SIGN
- RELOCATE SIGN
- EXISTING SIGN TO REMAIN
- REMOVE EXISTING SIGN
- CALTRANS DETAIL NO. CALLOUT (No.)

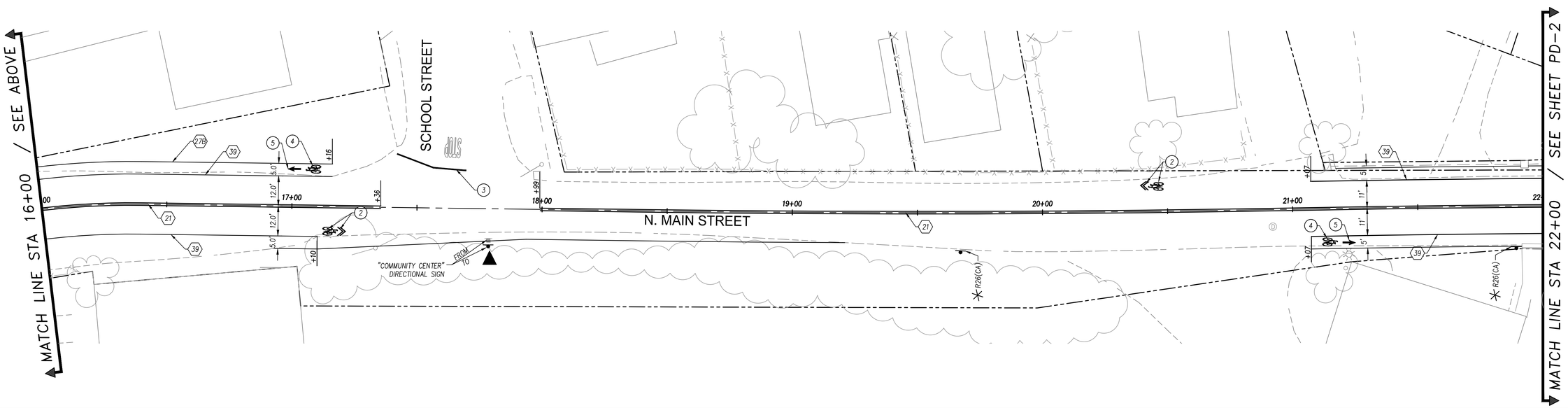
PAVEMENT DELINEATION & SIGNING GENERAL NOTES

1. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE CALIFORNIA MUTCD 2014.
3. CONTRACTOR SHALL NOTIFY ENGINEER NOT LATER THAN TWO WORKING DAYS PRIOR TO FINAL PAVEMENT DELINEATION APPLICATION.
4. ALL EXISTING SIGNING, STRIPING, AND MARKING NOT IN CONFLICT WITH PROPOSED WORK TO REMAIN, UNLESS OTHERWISE NOTED.
5. EXACT POSITION AND LOCATION OF ALL ROADSIDE SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER OR REPRESENTATIVE.
6. STRIPING AND PAVEMENT MARKINGS ANNOTATED "EPOXY" SHALL BE TWO-COMPONENT PAINT. ALL OTHER STRIPING AND PAVEMENT MARKINGS SHALL BE PAINT (ONE COAT).
7. ALL CONFLICTING EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY GRINDING.
8. CROSSWALK WIDTH SHALL BE 10 FT INSIDE TO INSIDE.
9. LIMIT LINE SHALL BE PLACED IN FRONT OF CROSSWALKS 7 FT CLEAR.

STRIPING NOTES

1. CROSSWALK WITH 1' STRIPE, SEE DETAIL SHEET PD-2.
2. SHARED ROADWAY BICYCLE MARKING PER CALTRANS STANDARD PLAN 2015 A24C.
3. LIMIT LINE WITH 1' STRIPE.
4. BIKE LANE SYMBOL WITH BIKE PERSON PER CALTRANS STANDARD PLAN 2015 A24C.
5. BIKE LANE ARROW PER CALTRANS STANDARD PLAN 2015 A24A.
6. "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24E.
7. "AHEAD" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24D.





NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=20'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
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0 1"
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REGISTERED PROFESSIONAL ENGINEER CHARLES DONALD ALLEN III C 76694 CIVIL STATE OF CALIFORNIA

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CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

PAVEMENT DELINEATION AND SIGNAGE
STA 10+00 to STA 22+00

CITY OF COLFAX CALIFORNIA

PD-1
10 OF 11

Login Name: CAllen
Plot Date: Jun 07, 2016 - 4:08 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_07-PD1 - PAVMT DELINEATION.dwg
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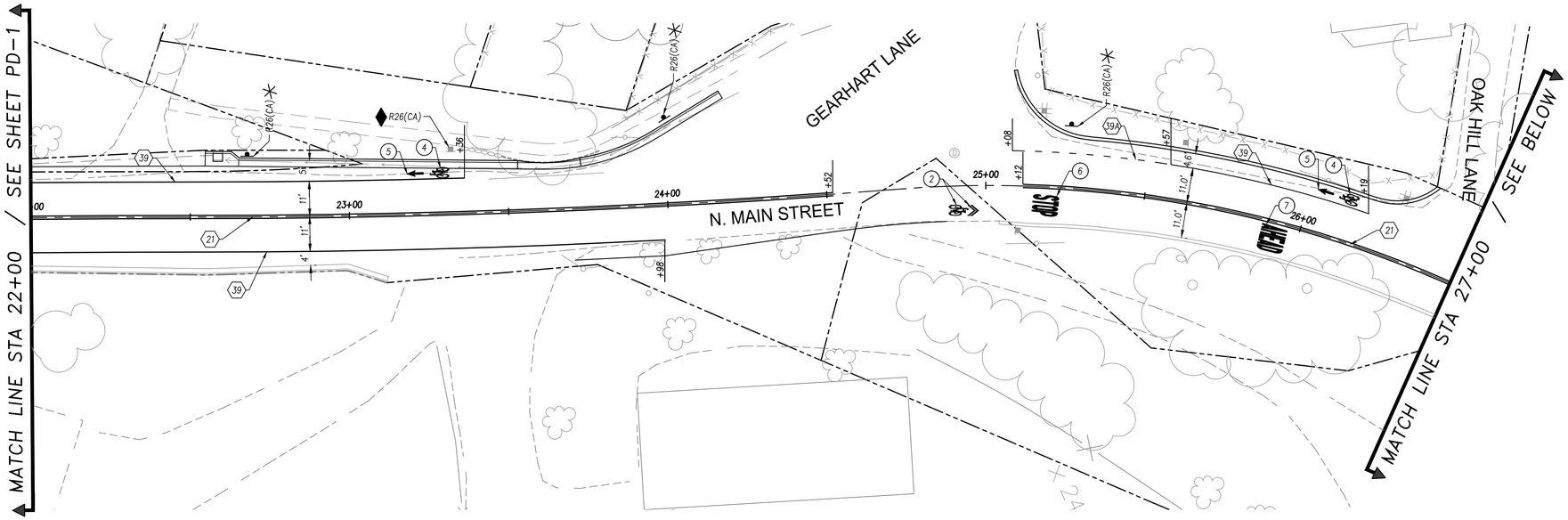

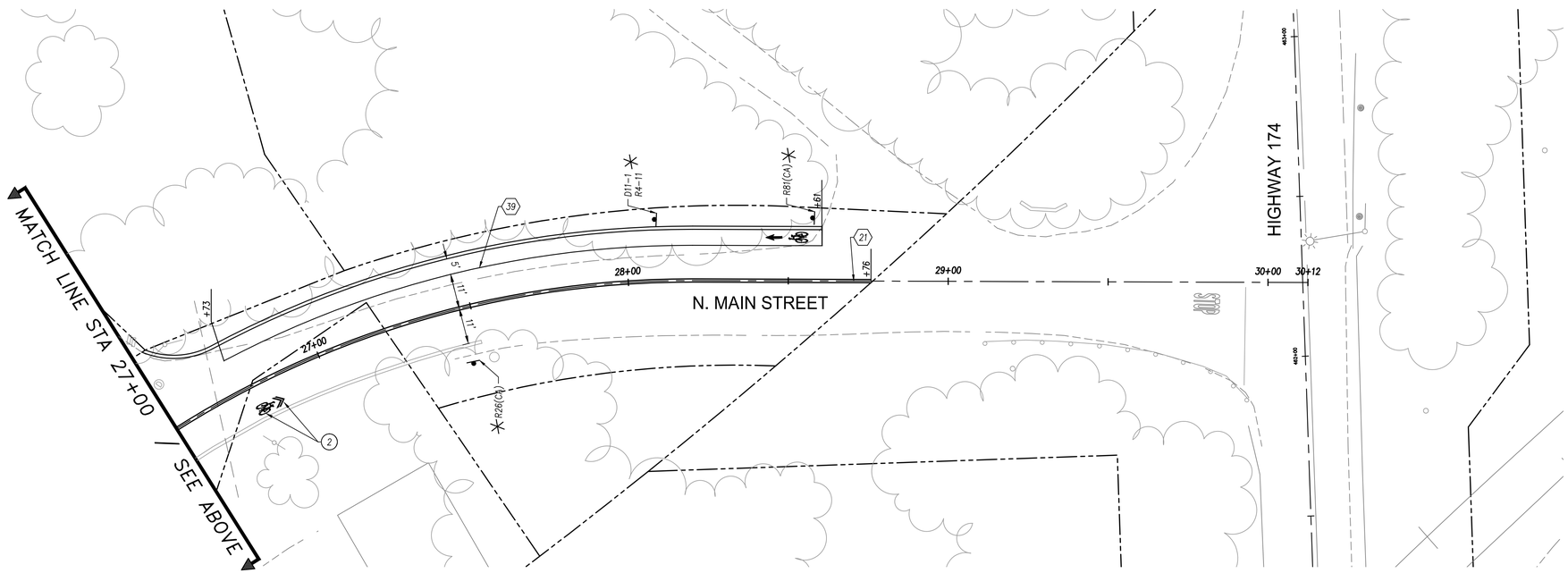

LEGEND

- EXISTING ORNAMENTAL STREETLIGHT
- EXISTING MAST ARM
- EXISTING REGIONAL TRANSIT PP
- EXISTING ROADSIDE SIGN LOCATION
- NEW ROADSIDE SIGN LOCATION
- INSTALL SIGN
- RELOCATE SIGN
- EXISTING SIGN TO REMAIN
- REMOVE EXISTING SIGN
- CALTRANS DETAIL NO. CALLOUT (No.)

PAVEMENT DELINEATION & SIGNING GENERAL NOTES

1. THIS PLAN IS ACCURATE FOR SIGNING AND STRIPING WORK ONLY.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND THE CALIFORNIA MUTCD 2014.
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4. ALL EXISTING SIGNING, STRIPING, AND MARKING NOT IN CONFLICT WITH PROPOSED WORK TO REMAIN, UNLESS OTHERWISE NOTED.
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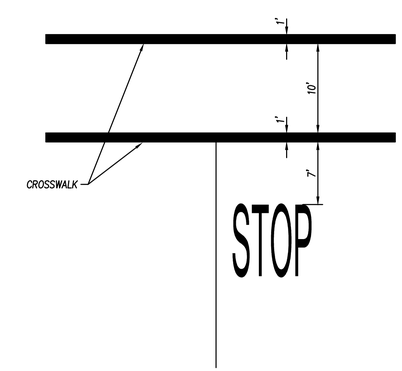
7. ALL CONFLICTING EXISTING PAVEMENT MARKINGS SHALL BE REMOVED BY GRINDING.
8. CROSSWALK WIDTH SHALL BE 10 FT INSIDE TO INSIDE.
9. LIMIT LINE SHALL BE PLACED IN FRONT OF CROSSWALKS 7 FT CLEAR.

STRIPING NOTES

1. CROSSWALK WITH 1' STRIPE, SEE DETAIL THIS SHEET.
2. SHARED ROADWAY BICYCLE MARKING PER CALTRANS STANDARD PLAN 2015 A24C.
3. LIMIT LINE WITH 1' STRIPE.
4. BIKE LANE SYMBOL WITH BIKE PERSON PER CALTRANS STANDARD PLAN 2015 A24C.
5. BIKE LANE ARROW PER CALTRANS STANDARD PLAN 2015 A24A.
6. "STOP" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24D.
7. "AHEAD" PAVEMENT MARKING PER CALTRANS STANDARD PLAN 2015 A24D.



CROSSWALK DETAIL

NO SCALE

NO.	REVISIONS	BY	DATE
6			
5			
4			
3			
2			
1			

BENCH MARK ELEV : XX DATUM : XX
DESCRIPTION :
X
X
X
X
X
X

DESIGN BY :	C.ALLEN
DRAWN BY :	B.MICHEL
CHECKED BY :	L.RUBIO
SCALE :	1"=20'
DATE :	06/07/2016
PROJ NO. :	15319

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

REGISTERED PROFESSIONAL ENGINEER LAWRENCE DONALD ALLEN III No. C76694 CIVIL STATE OF CALIFORNIA

BEN|EN
TRUSTED ENGINEERING ADVISORS

Bennett Engineering Services
1082 Sunrise Avenue, Suite 100
Roseville, California 95661
T 916.783.4100
F 916.783.4110

CITY OF COLFAX - NORTH MAIN STREET BIKE ROUTE PROJECT

PAVEMENT DELINEATION AND SIGNAGE
STA 22+00 to STA 30+12

CITY OF COLFAX CALIFORNIA

PD-2
11 OF 11

Login Name: CAllen
Plot Date: Tuesday, July 26, 2016 - 4:08 pm
File Name: P:\Proj\15319-Colfax-N Main St Bike Route\03-PLANS\MASTERS\SHEETS\15319_07-PD1 - PVMNT DELINEATION.dwg
XREFS: BGR-15319_J_24x36 | 15319_XR-TOPO | 15319_XR-BASEMAP | 15319_XR-SITE

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JULY 13, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: July 6, 2016
SUBJECT: Animal Control Contract Renewal

	N/A	**X**	**FUNDED**		**UN-FUNDED**	**AMOUNT: $29,991**	**FROM FUND: 100**

RECOMMENDED ACTION: Adopt Resolution 30-2016 authorizing the City Manager to execute a two year agreement with Placer County for Animal Control Services and form an ad hoc committee to report back to Council if a viable alternative can be engaged.

BACKGROUND AND DISCUSSION:

At the September 9, 2015 meeting, the City Council approved a 1-year contract for animal control services with the County which gave notice of potential increased costs in future agreements to share in a portion of the capital cost for construction of a new animal shelter facility. In discussion with the County last year, City staff made clear the understanding that Colfax may not participate in the future if costs increase substantially.

Council has expressed some concern regarding the cost for animal control services and has investigated alternatives, including the possibility of contracting with one of the local veterinarians.

The City Attorney provided an introduction to the topic:

> *"There are surprisingly few animal control requirements imposed by the state because the state has delegated most of that authority to local agencies, primarily cities and counties. The state does require cities to arrange for impounding dogs that are running loose and for disposal of impounded dogs (Food & Agriculture Code § 31105). Cities must fix the fees for impounding dogs and the amount to be paid for keeping dogs. (Food & Agriculture Code § 31251). Impounded dogs cannot be destroyed or disposed of without notice to the owner, if known (Food & Agriculture Code § 31107). There are also statutes that mandate scanning of dogs for microchips and how impounded dogs must be treated.*
> *There are similar provisions for impounding, treating, releasing and euthanizing cats and other domestic animals although cats are protected by various declawing laws. The "other domestic animals" category includes rabbits, guinea pigs, hamsters, potbellied pigs, birds, lizards, snakes, turtles and tortoises (Food & Agriculture Code § 31753).*
> *Insofar as Colfax is concerned, state law mandates tend to focus on the circumstances under which dogs, cats and other domestic animals must be impounded, their treatment once*

impounded and their release, disposal or destruction. Most of the remaining regulatory authority is left to the City.

A copy of Colfax Municipal Code Chapter (CMC) 6.04 is attached. Although there are other CMC provisions that regulate animals in Colfax, Chapter 6.04 establishes the position of "Poundmaster" in Colfax and prescribes the duties of that position. This is the local law that determines how Colfax must handle regulated animals within City limits. The Council has the legal authority to modify this ordinance as long as it does not delete the provisions pertaining to dogs, cats and other domestic animals required by state law. This ordinance probably explains the kennels at the wastewater treatment plant and provides the basis for the scope of the agreement with Placer County.

The City is not required to contract these services to the County. It can undertake them itself or contract with a private entity to provide the services. There are private companies that handle most of the required duties. The Recology franchise agreement also obliges Recology to pick up and dispose of dead animals no larger than a deer in the public right of way for no additional charge. Dead animals on private property are the responsibility of the property owner, not the City."

The Contract before Council tonight increases costs for animal control by $3,526 over last year for a new total of $29,991 in 2016-2017. The County will use a California Department of Industrial Relations Consumer Price Index to determine what adjustment may be made for 2017-2018 Fiscal Year. The City has the right to terminate the agreement with a 30 day notice. The attached contract and resolution will authorize the City to continue services with the County. Due to the late submission of the contract, Council was not able to consider approval before the former contract expired.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The City of Colfax will reimburse the County of Placer an amount of $7,497.75 per quarter for an annual cost of $29,991 from the General Fund.

RECOMMENDATIONS:

Staff recommends Council approve the two year contract for coverage of City animal control mandates and form an ad hoc committee of two Councilmembers to join with staff for evaluation of alternatives. At Council's pleasure the contract can be reconsidered and give a 30 day notice for cancellation if a viable alternative can be engaged.

ATTACHMENTS:

1. Resolution 30-2016
2. Animal Control Contract
3. Colfax Municipal Code Chapter 6.04

City of Colfax
City Council

Resolution № 30-2016

APPROVING A CONTRACT WITH COUNTY OF PLACER, DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ANIMAL SHELTERING AND FIELD SERVICES BEGINNING JULY 1, 2016 THROUGH JUNE 30, 2018

WHEREAS, the County of Placer, Department of Health and Human Services ("County") and the City of Colfax ("City") are parties to the Animal Control and Care Services Contract (the "Contract") for the provision of animal services by the County to the City; and

WHEREAS, the County has submitted the attached Contract which provides for Animal Services to the City to be paid quarterly in the amount of $7,497.75 per calendar quarter for Fiscal Year July 1, 2016 – June 30, 2017, subject to an annual adjustment each July 1st; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to approve the Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.

2. The City Manager is hereby authorized to execute on behalf of the City the Contract attached to this Resolution and to appropriate and expend all City funds needed to perform the City's obligation under the Contract

THE FORGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a regular meeting of the City Council of the City of Colfax held on the 13th day of July, 2016 by the following vote of the Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Tom Parnham, Mayor

ATTEST:

_____
Lorraine Cassidy, City Clerk

COUNTY OF Placer®
HEALTH & HUMAN SERVICES
ANIMAL SERVICES

June 9, 2016

Mark Miller, City Manager
City of Colfax
P.O. Box 702
Colfax, CA 95713

Please find the enclosed contract agreement between the City of Colfax and Placer County for animal sheltering and field services beginning July 1, 2016 through June 30, 2018.

This contract commits Placer County to provide the best animal sheltering and field services possible to the City of Colfax for the next two years. These services include 24 hour response if needed. After we transition into our new facility later this year we will be able to provide opportunities to improve our services, including; training in our new class room to city residents on animal care and treatment, providing for the transfer of animals to you at a designated location for easy pickup to help residents that have difficulty traveling, as well as, new volunteer programs that will be available. Also, as a partner agency, the City of Colfax Seal will be placed at the front entrance of the new facility, with your approval.

The base amount in the new contract utilizes the average actual costs, and then subtracts from the base amount for appropriate credits such as license and redemption fees. The base amount has been increased by $688 based on the 2.6% Consumer Price Index adjustment published by the State of California. This charge will be applied again on July 1, 2017, based on the same California Department of Industrial Relations Consumer Price Index. The contract amount has also been increased by a percentage of additional operating costs at the new facility. This increased amount is calculated based on the number of animals sheltered by Placer County for the City. For example, Placer County is absorbing 67.2% of the increased operating cost of the new facility, as that reflects the percentage of animals in the shelter that are from the unincorporated areas of Placer County. The amount of the operating cost increase attributed to the City of Colfax is $2,838 which represents the number of animals sheltered at the new facility and is 2.5% of the total increase in shelter operating costs. Overall the amount charged to the City of Colfax will be $3,526 higher than FY 15-16 as a result of the increased operating costs and the standard inflationary consumer price index rate adjustment.

We would appreciate your attention to this agreement at your earliest convenience. Please find attached two (2) copies of the contract. Please have your authorized signatories sign both copies, and return both copies to the following address: Placer County Health and Human Services, 3091 County Center Drive, Suite 290, Auburn, CA 95603, Attention: Contracts Unit. We would be happy to meet with you to answer any questions you might have. Please contact Marci Branaugh my Administrative Assistant at (530) 745-2343 for additional information or to schedule a meeting.

Sincerely,

Wesley G. Nicks
Director of Animal Services Division

745-2341

Animal Services □ 11251 B Avenue □ Auburn, CA 95603
(530) 886-5500 Office □ (530) 886-5538 fax □ ANSInfo@placer.ca.gov

CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

DESCRIPTION:	Animal Control and Care Services
CONTRACT NO.	**CN**
BEGINS:	July 1, 2016
ENDS:	June 30, 2018
ADMINISTERING AGENCY:	Animal Services Division

This is an Agreement made and operative as of the 1ST day of July, 2016, between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the **CITY OF COLFAX**, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

Whereas, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

Whereas, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

Whereas, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

Whereas, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Shelter, operated by COUNTY and located in Auburn, and

Whereas, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

Whereas, it is understood and agreed by and between the parties to this Agreement that they wish to enter into this Agreement in order to establish their respective responsibilities in connection with such field and shelter services during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements to this contract, it is understood and agreed by and between the parties as follows:

1. **DESCRIPTION OF SERVICES:**

   1.1 Animals seized or picked-up by CITY within CITY'S jurisdiction shall be taken to the COUNTY Animal Shelter operated and maintained by COUNTY in Auburn, CA. COUNTY Animal Shelter shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.

   1.2 COUNTY will keep, maintain, and care for animals at the COUNTY Animal Shelter until redeemed by owner or person entitled to custody thereof, or adopted, as governed by California Food and Agriculture Code Sections 31108, 31752, and 31753. Animals displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, and 31753.

   Adoption and euthanasia procedures shall be performed in accordance with California Penal Code Sections 597 and 599. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.

1.3 COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.

1.4 COUNTY shall dispose of all dead animals delivered to the Animal Shelter from CITY subject to Chapter 6 of the Placer County Code, and any other applicable laws or regulations.

1.5 COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Section 4.1. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.

1.6 COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, and Food and Agriculture Code, and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.

1.7 CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597.

1.8 CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Section 4.1, and shall be paid by CITY to COUNTY as follows:

1.8.1 For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.130.

1.8.2 For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.130.

1.8.3 Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.130.

1.8.4 Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.

1.9 COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

1.10 COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement. Fees that are not direct offsets, such as spay/neuter fees, will be credited to CITY and reflected in the quarterly claim.

2. **DEFINITION OF TERMS:**

2.1 **"Animal Shelter"** shall be synonymous with the term "Animal Services Center" as defined in Placer County Code Section 6.04.020.

2.2 **"Animal Services"** is defined in Placer County Code Section 6.04.020 when used to describe a County division.

2.3 **"Director of Animal Services"** is defined in Placer County Code Section 6.04.020.

3. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional compensation to COUNTY except as explicitly set forth in this or amended Agreement.

4. **COMPENSATION:** Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.

4.1 The charges for all services set forth in Sections 1.1 through 1.6 shall be based on the CITY'S pro-rata share of Animal Services Fiscal Year 2016-17 budgeted operating cost. Charges effective as of July 1, 2016 are **$7,497.75 per calendar quarter**. This charge shall be subject to an annual adjustment on July 1, 2017 based on the California Department of Industrial Relations Consumer Price Index – California, for all Urban Consumers. The adjustment shall be calculated using the most recent twelve month period data available as of April 30, 2017. CITY shall remit payment to COUNTY on a quarterly basis, within 30 days of the end of each calendar quarter

4.2 COUNTY shall notify CITY not later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 4.1 and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.

4.3 Charges for services provided in accordance with Section 1.8 shall be billed separately as detailed in Section 1.8. COUNTY shall submit a quarterly claim for any such charges, and CITY shall review, approve, and pay all valid invoices within 30 days of receipt. Invoices for payment shall be submitted to:

City of Colfax
Attn: Accounts Payable
P.O. Box 702
Colfax, CA 95713

5. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2018.

6. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.

7. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.

8. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or worker's compensation or other programs afforded to CITY employees.

   COUNTY shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

   COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

   CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

   This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.

10. **INSURANCE:** It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars ($1,000,000) to cover all of its operations, specifically, but not limited to, not less than one million dollars ($1,000,000) general liability, one million dollars ($1,000,000) automobile liability, and one million dollars ($1,000,000) workers' compensation.

11. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY:	Jeffrey S. Brown, Director Placer County Dept. of Health and Human Services 3091 County Center Drive, Suite 290 Auburn, CA 95603
If to CITY:	Mark Miller, City Manager City of Colfax P.O. Box 702 Colfax, CA 95713

12. **ASSIGNMENT:** CITY shall not assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of COUNTY.

13. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

14. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and CITY hereby waives the provisions in California Code of Civil Procedure §394.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF COLFAX

_____
Mark Miller, City Manager

Date: _____

Approved as to Form
Office of City Attorney

_____

Date: _____

COUNTY OF PLACER

_____
Jeffrey S. Brown, Director
Department of Health & Human Services

Date: _____

With concurrence of the CEO:

_____
David Boesch, County Executive Officer

Date: _____

_____
Wesley Nicks, R.E.H.S., Director,
Animal Services Division

Date: _____

Approved as to Form
Office of Placer County Counsel

_____

Date: _____

Chapter 6.04 GENERAL PROVISIONS

Sections:

6.04.010 Definitions.

6.04.020 Poundmaster—Duties.

6.04.030 Poundmaster—Bond.

6.04.040 Animals—Impounded—Redemption.

6.04.050 Dogs and animals—Impounded—Disposition—Records.

6.04.060 Enforcement.

6.04.070 Funds.

6.04.080 Violation—Penalty.

6.04.010 Definitions.

For the purposes of this title, unless otherwise apparent from the context, certain words and phrases used in this title are defined as follows:

"Dog" means any domesticated animal of the canine family, including domesticated coyotes, wolves and other wild species of the canine family.

"Dog license" means the license required to be issued annually for each individual dog.

"Dog license collector" means the city clerk or any authorized deputy or the agricultural commissioner of the county when there shall exist a contract between the county and the city for the enforcement of the provisions of this title within the city by the county and its officers.

"Health officer" means the health officer of the city or any authorized deputy or the director of health, health officer or any duly authorized deputy of the health department of the county when the contract between the county and the city referred to this section is in effect.

"Kennel license" means an annual license issued to the owner or proprietor of a kennel where there is maintained more than five dogs for breeding, training, treating, sale or other commercial purpose.

"Owner" means any person who owns, controls, harbors or keeps in his or her possession any dog over the age of four months.

"Poundmaster" means the poundmaster of the city or any authorized deputy or the poundmaster of the county when the contract between the county and the city referred to in this section is in effect.

(Prior code § 6-1.01)

6.04.020 Poundmaster—Duties.

The duties of the poundmaster shall be as follows:

A. To enforce all the provisions of this title and all the laws of the state relating to the issuance of licenses, the impounding and destroying of unlicensed dogs and the impounding of animals and licensed dogs found unlawfully running at large in the city;

B. To destroy all dogs and other animals not redeemed by any person as provided in this chapter;

C. To maintain and keep a pound or other place where dogs and other animals may be kept under restraint in a proper and sanitary manner and to feed and keep in a humane manner all impounded dogs and other animals;

D. To take up and impound any horse, mule, ass, kine, hog, sheep, goat or other animal which may be found in or upon any public street, alley or public grounds, unless the animal is securely fastened with a tether not exceeding four feet in length; provided, however, the poundmaster shall not impound any such animal which is in the immediate charge of any person;

E. To keep a register in which he or she shall enter in numerical order a full description of each dog and animal impounded, together with all natural and artificial marks and brands, including the time when and the place where taken;

F. To remove the carcass of any horse, mule, ass, kine, hog, sheep, goat, dog, cat or other animal that may be found in or upon any public street, alley or other public grounds and, if the carcass is unclaimed by the owner thereof, to dispose of the carcass; and

G. To cooperate with the health officer for the prevention of rabies and the quarantine of all dogs suspected of having rabies and, with the consent of the owner and upon the certificate of a qualified physician or veterinarian, to destroy any dog forthwith which is infected with rabies.

(Prior code § 6-1.02)

6.04.030 Poundmaster—Bond.

The poundmaster, upon the date of his or her appointment and thereafter upon his or her reappointment, shall give a bond to the city in the penal sum of one thousand dollars ($1,000.00).

(Prior code § 6-1.03)

6.04.040 Animals—Impounded—Redemption.

Any animal, other than a dog, taken up and impounded pursuant to the provisions of this chapter may be redeemed by the owner thereof within the periods set forth in the Food and Agricultural Code of the state. If not redeemed, such animal shall be disposed of as provided in the Food and Agricultural Code.

(Amended during 2004 codification; prior code § 6-1.12)

6.04.050 Dogs and animals—Impounded—Disposition—Records.

Whenever any impounded dog or other animal has been redeemed, the poundmaster shall enter in his or her register under the same number as its description the date it was redeemed, by whom and the total costs and expenses, specifying each item charged and unpaid. Whenever any impounded dog or other animal has been sold, the poundmaster shall enter in his or her register under the same number as its description the date it was sold, to whom, the price and the total costs and expenses, specifying each item charged and unpaid. Such register may be examined and copied free of charge at all reasonable hours.

(Prior code § 6-1.13)

6.04.060 Enforcement.

The council shall from time to time make such provisions as shall be proper for the expenses incident to the enforcement of the provisions of this chapter, for transportation facilities for the poundmaster and for the expense of impounding, feeding and disposing of dogs and other animals.

(Prior code § 6-1.17)

6.04.070 Funds.

The poundmaster shall pay to the dog license collector all fees, costs and mileage collected by him or her in the discharge of his or her duties and the dog license collector shall pay all license fees collected and all fees, costs and mileage collected by him or her from the poundmaster into the general fund of the city or into the county treasury when the contract between the county and the city referred to in Section 6.04.010 of this chapter is in effect.

(Prior code § 6-1.18)

6.04.080 Violation—Penalty.

It shall be a violation of the provisions of this chapter and punishable as set forth in Chapter 1.24 of this code for any person to violate any of the provisions of this chapter or to commit any of the following acts:

A. If unauthorized, to remove from any dog any collar, harness or other device to which a license tag for the current year is attached or to remove such license tag therefrom;

B. To attach to or keep upon or cause or permit to be attached to or kept upon, any dog, any license tag issued pursuant to the provisions of this chapter except the tag issued for such dog or to attach to or keep upon or cause or permit to be attached to or kept upon, any dog or to make or cause or permit to be made or to have in possession, any counterfeit or imitation of any tag provided for by this chapter;

C. To have, harbor, control or keep or cause or permit to be harbored or kept, any unlicensed dog or to maintain, conduct or operate or cause or permit to be maintained, conducted or operated, any unlicensed dog kennel;

D. For any person owning or having in his or her possession any dog to cause, permit or allow the dog to be in or upon any public street, alley or other public grounds or place unless the dog is under the immediate charge of a person and securely restrained with a leash not in excess of five feet; and

E. To interfere with, oppose or resist the poundmaster or any other person authorized pursuant to the provisions of this chapter to take up and impound dogs and other animals, while the poundmaster or such other person is engaged in the performance of any act authorized by this chapter.

(Prior code § 6-1.19)

STAFF REPORT TO THE COLFAX CITY COUNCIL

FOR THE JUNE 22, 2016 COUNCIL MEETING

FROM: John Schempf, City Manager
PREPARED BY: Staff
DATE: July 7, 2016
SUBJECT: Medical Marijuana Ordinance Discussion

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

RECOMMENDED ACTION: Discuss and direct staff as appropriate.

BACKGROUND AND SUMMARY:

Following several City Council meeting discussions, public input and a workshop, a consensus Ordinance was made available for the first reading at the June 22, 2016 Council meeting. At Council's request the first reading and subsequent hearing to adopt the ordinance were postponed to allow Council time to review the proposed ordinance in the light of the County ordinance. Staff is requesting Council discuss the attached review of the ordinance prepared by Councilmember Hesch as well as the ordinance which was adopted by Placer County and provide staff guidance for finalizing the ordinance.

Attachment:
1. Review by Councilmember Hesch
2. Draft Ordinance

July 7th 2016

Marijuana Ordinance Comments and Concerns for City Council Consideration

In light of the recent decisions made by Placer Co. Board of Supervisors I feel significant more information is available to us to formulate the Colfax Medical Marijuana (MMJ) Ordinance than we had only a week ago.

In an effort to try to ensure, we the City Council, produced the best ordinance for our community, I submit my list of what I feel needs to discussed and resolved before a first reading of the ordinance is released to the Council and the public.

With the recent Placer County choice for implementation of their MMJ ordinance it places even more likelihood that Colfax will become a center for dispensaries and private MMJ grows. Becoming a "center" for anything requires more careful planning and preparation.

The following items are the concerns that I have identified as troubling and worthy of your additional consideration:

- No legal review of the completed document as submitted.
- WE the council will be ask to find that a negative declaration for CEQA be filed. I would like to see an attorney recommendation to support such a finding. If we can't water our yards how can we support adding MMJ grows no matter how small.
- There are no provisions included for MMJ education for the youth of our community.
- No estimate of potential financial impacts to the City either in the short- or long-term has been made available. An impact study should be presented to the Council before a first public reading.
- No information regarding the implementation plan and the support organization which will be required has been identified. In short, how much will it cost to implement this ordinance? Additional staffing will be needed so, who will be the point person for the program, record keeping, inspection, enforcement, tax collections, auditing and complaint follow up and enforcement?
- This ordinance does not have a clear plan for implementation at all levels, most importantly financial impacts.
- It lacks strong and, in many cases, does not clearly identify penalties for non-compliance of this ordinance and when it does, they are too insignificant or none existent. This includes both the store front business and the individual growers.
- Stronger recording keeping should be mandated by the businesses with significant penalties for non-compliance in this cash type of business. The inspection of these

records should not require advance notice of days but instead the legal minimum of notice should be established.

- There is no mention of restriction on edibles or candy marijuana. Nothing about age of person allowed to use or who can be in the stores. Nothing noted about signage, not enough direction regarding public use of marijuana restrictions. If we use our current ordinance for no smoking, I suggest we review that ordinance at our earliest opportunity it has not been review in a very long time. Can a dispensary be set up next door to City Hall?
- No permit fees have been identified or justified. Where and when will this be considered and established.
- Will the fees for the personal grows be based on square footage, Or?

This brings me to what I feel is most alarming. Without a clear understanding of the cost to implement this ordinance how can we even consider moving forward with this ordinance. There is no possible way for the City of Colfax to implement this ordinance without impacts to:

- City Staffing: MMJ Plan manager, office staff increases, inspections, legal fees, responses to complaints and community concerns, who will be responsible to audit and track reports and remain current with changing status of the law regarding MMJ.
- The Sheriff's roll is not identified.
- Enforcement / Inspections.
- Legal fee increases
- Increase in record keeping time.

The list does, in fact, go on!

The Sheriff's office should be in the process of permitting these stores and grows. If they don't want to be, which may be expected because they have already indicated they want their fees to be independent of any MMJ monies, then consider at least letting them know via a hard copy of the permits.. This should be clearly understood by Council members before an ordinance comes before the community and the Council.

No hearing process has been identified, nor an appeal process for actions taken on the behalf of the City.

Add to the list of word definitions: Dispensary, Collective, and other common description of such businesses should be defined.

There has not been a discussion of the fact that this ordinance goes against many significant agencies recommendations such as FBI, Local Sheriffs, and County D.A. The list goes on but the City should ask our attorney for a specific answer of how this ordinance in light of the advice of these reputable consultants affects the City legally. What are the potential ramifications for local tax payers and voters, community members and our business community to seek some form of redress?

The way it is structured now, all the monies that come into the City will be diverted to reducing the cost of business and individual sewer fees. This becomes an issue once we all realize that all the cost of increased staff and related costs for this ordinance will be placed completely on the GENERAL FUND. Without the collection of fees to implement this ordinance we are in fact subsidizing the ordinance with the general fund monies. If implemented, we are opening the general fund to impacts we have not discussed or been informed of in advance.

We are quick to levy mitigation fees on new development to offset the tax payer impacts from the growth, shouldn't we be just as quick to impose a far reaching direct reimbursement of all cost associated with this new ordinance, both past and present?

Tax fraud should be mentioned and the procedures and implications of what the City may need to do to collect from such a case and the cost associated with such action.

If the City is forced to abate a business or individual how those are cost provided for and enforced?

The City Council should direct that, for a period of time, the Council shall have each permit for a dispensary of any kind come before the Council and the community before it is approved. I would like to suggest a 2 year time frame initially.

Nothing addresses how the permit process will proceed with regards to dispensaries. Who and how this choice of multiple permit requests will be handled is critical. This has far reaching legal concerns. Whoever doesn't get chosen as a permittee has an opportunity to start legal action because of the process used to make the selection. Why set us up for what could be long delays due to costly legal action by an individual or a group of individuals who don't get the permit?

There are many less significant items noted as I reviewed the document. I submit only two here while I try to keep these comments to a minimum:

- More than one use of the term dispensary used in the document. Document calls out dispensary and co-opts randomly thought the document. There are other types of operations and there is a difference.
- We have a strong presence of Native Americans in our community. Should we know more about the legal actions taken by other communities as they pertain to the Native Americans in this community? Other communities have, it should be researched.

My interest is simple; the long term interest of our community should be one of the fundamental responsibilities of our decision making. We should proceed by producing the best ordinance we can and what was prematurely presented to the Council did not represent that goal.

My suggestion on how to move forward is to direct staff to use the Placer County MMJ ordinance and its staff recommendations as a guide to establishing and implementing our MMJ City ordinance. This approach will identify each of the potential impacts to the City of Colfax and staff can then adjust the staffing position to our much smaller community. Our attorney can quickly review the legal aspects of the County efforts and update as necessary.

Tony Hesch
City Council Member

CITY OF COLFAX

ORDINANCE № 529

AN ORDINANCE OF THE CITY OF COLFAX AMENDING THE COLFAX MUNICIPAL CODE CHAPTER 17.162 COVERING CULTIVATION, DISPENSARIES, USE, DELIVERY, AND REVENUE REQUIREMENTS OF MEDICAL MARIJUANA IN THE CITY OF COLFAX

17.162.010 - Legislative Findings.

The City Council finds as follows:

1. In 1996, the voters of the State of California approved Proposition 215 which was codified as California Health and Safety Code Section 11362.5, and entitled "The Compassionate Use Act of 1996" ("the Compassionate Use Act" or "CUA").

2. The intent of the Compassionate Use Act was to enable persons who are in need of marijuana for medical purposes to obtain and use it under limited, specific circumstances, without being subject to criminal prosecution under certain state statutes.

3. On January 1, 2004, Senate Bill 420, codified as California Health and Safety Code Sections 11362.7 et seq. and entitled "The Medical Marijuana Program," ("MMP") became effective to clarify the scope of the Compassionate Use Act.

4. California Health and Safety Code Section 11362.83 expressly allows cities and counties to adopt and enforce ordinances that are consistent with Senate Bill 420.

5. The City of Colfax has adopted a zoning plan identified as Title 17 (Zoning) of the City of Colfax Municipal Code.

6. Prior to the enactment of this section, there is a regulation prohibiting dispensaries of medical marijuana in the City.

7. The City of Colfax, with a population of approximately 2,000, is a small town with a high percentage of smaller parcels containing residential units.

8. The creation of persistent strong odors as marijuana plants mature and flower is offensive to many people and creates a public nuisance, alerting persons to the location of valuable marijuana plants and creating an increased risk of crime.

9. The indoor cultivation of substantial amounts of marijuana also frequently requires excessive use of electricity, which often creates a risk of fire from the electrical grow lighting systems used in indoor cultivation.

10. Children are particularly vulnerable to the effects of marijuana use, and the presence of marijuana plants can be an attractive nuisance for children, creating an unreasonable hazard in areas frequented by children including schools, libraries, parks, and other similar locations.

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11. The City Council finds and determines that the enactment of this section is exempt from environmental review pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3) in that there is nothing in this section or its implementation that could have a foreseeable significant effect on the environment.

17.162.020 - Intent.

1. The City Council of the City of Colfax, pursuant to Chapter 17.162 of the Colfax Municipal Code, hereby intends to regulate the cultivation of marijuana for medical purposes, including, but not limited to, regulations as to location of the cultivation, size of the area used for cultivation, and the use of fencing or other screening and security structures, to accommodate the needs of qualified patients and their caregivers, and in furtherance of the public necessity, convenience and general welfare. Nothing in this section shall be construed to authorize any use, possession, cultivation, or distribution of marijuana for nonmedical purposes.

2. This section is established to regulate medical marijuana cultivation in a manner that mitigates potential impacts on surrounding properties and persons, and that is in conformance with the provisions of California Health and Safety Code Section 11362.5 through 11362.83.

17.162.030 - Applicability.

The provisions of this section shall apply to all persons and businesses described herein whether the activities described herein were established before or after the effective date of this section. Title 17, Chapter 17.162 of the Municipal Code, Nonconforming Uses, shall not apply to preexisting land or building uses inconsistent with the provisions of this section.

17.162.040 - Definitions.

"Cultivation" means the planting, growing, harvesting, drying, or processing of marijuana plants or any part thereof.

"Marijuana" shall have the same meaning as that set forth in California Health and Safety Code Section 11018.

"Medical marijuana" means medical marijuana that has been recommended by a licensed physician in strict accordance with California Health and Safety Code Sections 11362.5 through 11362.83, inclusive, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program.

"Primary caregiver" shall have the same definition as California Health and Safety Code Section 11362.7(d), as may be amended.

"Qualified patient" shall have the same definition as California Health and Safety Code Sections 11362.7 (c) and (f), as may be amended.

17.162.050 - Regulation of Location.

1. Medical marijuana cultivation shall be prohibited on any parcel within the incorporated area of the City of Colfax except as an accessory use to a legally established residence within a legal residential or accessory building on a legal parcel with a valid Conditional Use Permit.

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2. No medical marijuana cultivation is permitted within three hundred feet of any hospital, library, school, church, park or playground or in other areas where large numbers of minors regularly travel or congregate. The distance between any marijuana cultivation and any hospital, school, church, park or playground or other areas where large numbers of minors regularly travel or congregate shall be measured in a straight line, without regard to intervening structures, from the closest exterior wall of the building in, or plot on which the marijuana cultivation is occurring, to the closest property line where the other building or activity is conducted.

3. Except as provided in subsection 4., medical marijuana cultivation may be undertaken only by a qualified patient who must occupy the residence on the parcel proposed for cultivation as their primary residence.

4. A qualified primary caregiver, as defined, may undertake cultivation of medical marijuana on behalf of his/her qualified patient(s), but only in a legal structure or permitted plot located on a parcel containing the primary caregiver's or qualified patient's primary residence.

5. Indoor cultivation shall only be permitted in a legal, permitted residential or accessory building and said cultivation area shall be limited to fifty square feet or 4 plants per parcel or residence, whichever is less. The cultivated marijuana may be used only by the qualified patient and not distributed, sold, given or transferred in any way to any other person or organization.

6. The use of a building for cultivation of medical marijuana shall not reduce the required parking required per Chapter 17.108.

7. Outdoor cultivation without a permit shall be unlawful and a public nuisance for any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district in the City of Colfax.

> All Marijuana Cultivated shall be shielded from public view at all stages of growth. All Cultivation areas shall be adequately secure to prevent unauthorized entry, including a secure locking mechanism that shall remain locked at all times when a Qualified Patient or Primary Caregiver is not present within the Cultivation area.
> Outdoor cultivation area shall be limited to fifty square feet or 4 plants per parcel or residence, whichever is less.
> There shall be no exterior evidence of Cultivation visible from a public right-of-way. Outdoor cultivation is prohibited on parcels with multi-family residential units.

8. Indoor cultivation within a residence without a permit shall be unlawful and a public nuisance with regard to any person owning, leasing, occupying or having charge or possession of any parcel within any zoning district in the City of Colfax.

17.162.060 - Development and operational standards.

1. From a public right-of-way, publicly traveled private road, or adjacent parcel there shall be no visible evidence of medical marijuana cultivation located outdoors or indoors on a parcel.

2. The qualified patient or primary caregiver shall reside in the residence located on the parcel containing the structure or plot where the medical marijuana cultivation occurs.

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3. The qualified patient or primary caregiver shall not cultivate medical marijuana in any location within the incorporated City of Colfax other than on the parcel containing his/her primary residence.

4. The qualifying residence located on the property containing the detached accessory building in which medical marijuana is cultivated shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and shall not be used for medical marijuana cultivation.

5. Medical marijuana cultivation shall not adversely affect the health or safety of nearby residents by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes.

6. Residential and accessory structures used for cultivation shall meet the following criteria:

- The building shall be provided with locking doors and have a working security system. The alarm shall be a standard audible residential alarm of at least ninety dBA but not exceeding one hundred ten dBA and shall meet the requirements of Chapter 8.28 of the Municipal Code.

- If the building is a greenhouse then it shall additionally be surrounded by a secure solid six-foot-high fence located within ten feet of the greenhouse and equipped with a lockable gate.

- Any accessory structure shall be located in the rear yard portion of the lot and maintain a minimum of a ten-foot setback from the side and rear property lines and from any other building on the parcel.

- Any structure, of any size, utilized for cultivation of marijuana shall be legally constructed with a valid building permit. All electrical and plumbing shall be installed with a valid electrical and plumbing permit from the City. Such building permits will only be issued to the owner of the property. If the resident is proposing to convert an existing accessory structure for cultivation of marijuana, an inspection and permit will be required to ensure compliance with the ordinance.

- Medical marijuana cultivation lighting shall not exceed one thousand two hundred watts and shall conform to all applicable codes.

- All structures utilized for cultivation shall be ventilated with odor control filters, and shall not create an odor, humidity or mold problem on the subject property or adjacent properties.

- Manufacturing or processing with flammable or noxious liquids or gasses is prohibited on parcels cultivating medical marijuana.

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- Other activities may occur within a structure where medical marijuana is cultivated provided that the cultivation area itself within the structure does not exceed fifty square feet and further provided that the cultivation area is segregated from all other building uses by permitted one hour fire walls and all other conditions of this section are satisfied.

7. Wherever medical marijuana is grown, a copy of a current and valid, state-issued medical marijuana card, and a valid City Cultivation Permit must be kept available to immediately present to officers of the City and law enforcement officers upon request.

8. Nothing in this section shall be construed as a limitation on the City's authority to abate any nuisance which may exist from the planting, growing, harvesting, drying, processing or storage of marijuana plants or any part thereof from any location, indoor or outdoor, including from within a fully enclosed and secure building.

17.162.070 - Enforcement.

1. Right of Entry. Persons designated by resolution as code enforcement officers of the City are authorized to enter upon and inspect private properties to ensure compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code. Reasonable advance notice of any such entry and inspection shall be provided. If an inspection warrant is required from a court of law prior to any such entry and inspection, the City may seek to recover the costs it incurs in obtaining a warrant from the property owner and/or person in lawful possession of the property.

2. Public Nuisance. The maintaining, cultivating or growing of marijuana upon private property within the City of Colfax, unless in full compliance with the provisions of Chapter 17.162 of the Colfax Municipal Code, is declared to be a public nuisance as defined in Section 370 of the California Penal Code and Sections 3479-3486.5 of the California Civil Code.

3. Criminal Offense. Every person who, in violation of the provisions of Chapter 17.162 of the Colfax Municipal Code, maintains, permits or allows marijuana to be grown upon his or her property or premises, and every person occupying, renting or leasing the property or premises of another who maintains, permits or allows marijuana to be grown thereon in violation of this section is guilty of a misdemeanor punishable as set forth in Section TBD____ of the Colfax Municipal Code. After written notice is provided to any such person of such violation, the continued existence of such violation for each and every day after the service of such notice shall be deemed a separate and distinct offense.

4. Issuance of Citations. All persons designated by resolution as code enforcement officers of the City are authorized to issue citations to persons deemed to be in violation of the provisions of Chapter 17.162 of the Colfax Municipal Code. Such citations shall be expeditiously processed through the Placer County Sheriff's office or office of the City attorney for enforcement through an appropriate court of law.

5. Remedies Nonexclusive. The criminal remedies provided herein shall not be the exclusive means of enforcing the provisions of this section nor the exclusive means available to the City to address problems associated with the cultivation of marijuana, whether for medical or other purposes. The City shall continue to have available to it the ability to pursue abatement of nuisances and other problems related to marijuana cultivation under California Penal Code

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sections 372 and 373a, Sections 3479-3486.5 of the California Civil Code and other applicable provisions of law. The City may also pursue the recovery of its abatement costs in the manner provided in Chapter 8.16 of the Colfax Municipal Code.

17.162.080 - Liability.

The provisions of this section shall not be construed to protect the property owner(s) of record for each legal parcel associated with the cultivation of medical marijuana, lessees, tenants, and other participants in the cultivation of medical marijuana, and members of collectives and/or cooperatives associated with the cultivation of medical marijuana, from prosecution pursuant to any laws that may prohibit the cultivation, sale, and/or possession of controlled substances. Moreover, cultivation, sale, possession, distribution, and use of marijuana remain violations of federal law as of the date of adoption of the ordinance creating this section and this section is not intended to, and does not protect any of the above described persons from arrest or prosecution under those federal laws. The property owner(s) of record for each legal parcel associated with the cultivation of medical marijuana, lessees, tenants, and other participants in the cultivation of medical marijuana, and members of collectives and/or cooperatives associated with the cultivation of medical marijuana, assume any and all risk and any and all liability that may arise or result under state and federal criminal laws from the cultivation of marijuana. Further, to the fullest extent permitted by law, any actions taken under the provisions of this section by any public officer or employee of the City of Colfax or City of Colfax itself, shall not become a personal liability of such person or the liability of the City of Colfax.

Section 17.162.090 Marijuana Dispensary -Permit Required to Operate.

It shall be unlawful for any person to engage in, to conduct or carryon (or to permit to be engaged in, conducted or carried on) in or upon his or her Property located within the City, the operation of a Marijuana Dispensary unless an Applicant has first obtained and continues to maintain in full force and effect a valid Storefront Collective Dispensary Permit issued by the City for that Property pursuant to this Chapter.

Section 17.162.100 Imposition of Medical Marijuana Dispensary Permit Fees.

Every application for **Marijuana Dispensary** permit shall be accompanied by an application fee (in an amount established by resolution of the City Council) at a amount calculated to recover the City's full cost of reviewing and issuing the Marijuana Dispensary permit) and the filing of a complete required application pursuant to this Chapter. The application fee shall not include the standard City fees for fingerprinting, photographing, and background check costs and shall be in addition to any other business license fee or permit fee imposed by this Code or other governmental agencies.

Section 17.162.110 Limitations on the Permitted Location of a Storefront Collective Dispensary.

1. Permissible Zoning for Marijuana Dispensaries.
Marijuana Dispensaries may only be permitted and located on parcels within the City which are not zoned residential. A conditional use permit is required for the operation of any Marijuana Dispensary.

2. Storefront Locations.
Marijuana Dispensary shall only be located in a visible store-front type ground-floor location which provides good public views of the Dispensary entrance, its windows, and the entrance to the Storefront Collective Dispensary premises from a public street.

3. Maximum Number of Medical Marijuana Dispensaries Allowed Permits.
Notwithstanding the above, the City may not issue a total of more than three (3) Marijuana Dispensary permits at any one time and, subject to the amortization allowance period contained within the uncodified portions of the City ordinance adopting amendments to this chapter, no more than three (3) permitted or allowed Marijuana Dispensaries may legally operate within the City, including specifically those dispensaries which are open and operating in a legal nonconforming manner at the time of the adoption of the ordinance amending this Chapter.

Section 17.162.120 Marijuana Dispensary - Permit Application Requirements.

1. Application Filing.
A complete City of Colfax Permit application submittal packet is required for a Marijuana Dispensary permit and it shall be submitted (along with all required fees) and all other information and materials required by this Chapter in order to file a complete application for a Marijuana Dispensary Permit for a specific Property. All applications for Marijuana Dispensary permits shall be filed with the Community Development Department using forms provided by the City. It is the responsibility of the Applicant to provide all of the information required for approval of the permit. The application shall signed by a Management Member under penalty of perjury.

2. Eligibility for Filing.
If a Marijuana Dispensary permit application is filed by a non-owner of the Property, it shall also be accompanied by a written affirmation from the Property owner expressly allowing the Applicant and Management Member to apply for the Permit and acknowledging the Applicant's right to use and occupy the Property for the intended Medical Marijuana Dispensary use.

3. Filing Date.
The filing date of any application shall be the date when the City officially receives the last submission of information or materials required in compliance with the submittal requirements specified herein and the application has been deemed complete in writing by the City.

4. Effect of Incomplete Filing.
Upon notification that an application submittal is incomplete, the Applicant shall be granted an extension of time to submit all materials required to complete the application within thirty (30) days. If the application remains incomplete in excess of thirty (30) days the application shall be deemed withdrawn and new application submittal shall be required in order to proceed with the subject request.

5. Filing Requirements -Proposed Operational Plan.
In connection with a permit application, an Applicant for a Marijuana Dispensary permit shall provide a detailed "Operations Plan" for the proposed Dispensary and, upon issuance of the

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Marijuana Dispensary permit by the City, shall operate the Marijuana Dispensary in accordance with the Operations Plan, as approved, at all times. A required Operations Plan shall consist of at least the following:

Site Plan and Floor Plan. A Marijuana Dispensary application shall have a proposed site plan and floor plan which shows a lobby waiting area at the entrance to the Marijuana Dispensary used to receive qualified patients or primary caregivers, and a separate and secure designated area for dispensing medical marijuana to qualified patients or designated primary caregivers members of the Collective. The primary entrance shall be located and maintained clear of barriers, landscaping and similar obstructions so that it is clearly·visible from public streets, sidewalks or site driveways.

Storage. A Marijuana Dispensary shall have suitable locked storage on the premises, identified and approved as a part of the operational security plan for the after-hours storage of medical marijuana.

Security Plans. A Marijuana Dispensary shall provide a plan to provide adequate security on the premises of the Dispensary which shall be maintained in accordance with the Dispensary security plan approved by the Placer Sheriff representative and as reviewed by the Staff Hearing Officer. This plan shall include provisions for adequate lighting and alarms in order to insure the safety of persons and to protect the premises from theft. All security guards used by dispensaries shall be licensed and employed by a state licensed private-party operator security company retained by the Marijuana Dispensary and each security guard used shall possess a valid state Department of consumer Affairs "Security Guard Card" at all times.

Security Cameras. The Security Plan shall show how the Property will be monitored at all times by closed-circuit television for security purposes. The camera and recording system must be of adequate quality, color rendition and resolution to allow the ready identification of an individual on or adjacent to the Property. The recordings shall be maintained at the Property for a period of not less than thirty (30) days.

Alarm Systems. The Operations Plan shall provide that professionally monitored burglary and fire alarm systems shall be installed and such systems shall be maintained in good working condition within the Marijuana Dispensary at all times.

Emergency Contact. A Operations Plan shall provide the Placer Sheriff representative with the name, cell phone number, and facsimile number of a Management Member to act as an on-site community relations staff person to whom the City may provide notice of any operating problems.

Public Nuisance. The Operations Plan shall provide for the Management Members of the Marijuana Dispensary to take all reasonable steps to discourage and correct objectionable conditions that constitute a public or private nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and adjacent properties during business hours if directly related to the patrons of the subject Storefront Collective Dispensary.

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Loitering Adjacent to a Dispensary. The Operations Plan shall provide that the Management Members will take all reasonable steps to reduce loitering by customers in public areas, sidewalks, alleys and areas surrounding the Property and adjacent premises during the business hours of the Marijuana Dispensary.

Trash, Litter, Graffiti. The Operations Plan shall provide that the Management Members will keep area which includes the sidewalks adjoining the Dispensary plus ten (10) feet beyond property lines (as well as any parking lots under the control of the Dispensary) clear of litter, debris, and trash.

Removal of Graffiti. The Operations Plan shall provide a method for the Management Members to promptly remove all graffiti from the Property and parking lots under the control of the Marijuana Dispensary within 72 hours of its appearance.

6. Filing Requirements -Information Regarding Marijuana Dispensary Management.
A Marijuana Dispensary Applicant shall also provide the following Management Member and Collective information as part of a Storefront Collective Dispensary application:

The name, address, telephone number, title and function(s) of each Management Member;
For each Management Member, a fully legible copy of one valid government issued form of photo identification, such as a state driver's license or identification card. Acceptable forms of government issued identification include, but are not limited to, driver's license or photo identity cards issued by the state Department of Motor Vehicles (or equivalent) that meet REAL ID benchmarks, a passport issued by the United States or by a foreign government, U.S. Military ID cards (active duty or retired military and their dependents) or a Permanent Resident card.

Section 17.162.130 Criteria for Review of Marijuana Dispensary Applications by the City Staff Hearing Officer.

1. Decision on Application.
Upon an application for a Marijuana Dispensary permit being deemed complete, the Staff Hearing Officer shall either issue a Marijuana Dispensary permit, issue a Storefront Collective Dispensary permit with conditions in accordance with this Chapter, or deny a Storefront Collective Dispensary permit.

2. Criteria for Issuance.
The Staff Hearing Officer, or the City Council on appeal, shall consider the following criteria in determining whether to grant or deny a Medical Marijuana Dispensary permit:

That the Marijuana Dispensary permit and the operation of the proposed Dispensary will be consistent with the intent of the Compassionate Use Act of 1996 and the SB 420 Statutes for providing medical marijuana to qualified patients and primary caregivers and the provisions of this Chapter and with the Municipal Code, including the application submittal and operating requirements herein.

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That the proposed location of the Marijuana Dispensary is not identified by the Placer County Sheriff as an area of increased or high crime activity.

For those applicants who have operated other Marijuana Dispensaries within the City, that there have not been significant numbers of calls for police service, crimes or arrests in the area of the applicants former location.

That issuance of a Marijuana Dispensary permit for the Dispensary size requested is appropriate to meet needs of community for access to medical marijuana.

That issuance of the Dispensary permit would serve needs of City residents within a proximity to this location.

That the location is not prohibited by the provisions of this Chapter or any local or state law, statute, rule, or regulation and no significant nuisance issues or problems are likely or anticipated and that compliance with other applicable requirements of the City's Zoning Ordinance will be accomplished.

That the Dispensary's Operations Plan, its site plan, its floor plan, the proposed hours of operation, and a security plan have incorporated features necessary to assist in reducing potential crime-related problems and as specified in the operating requirements section. These features may include, but are not limited to, security onsite; procedure for allowing entry; openness to surveillance and control of the premises; the perimeter, and surrounding properties; reduction of opportunities, congregating and obstructing public ways and neighboring property; illumination of exterior areas; and limiting furnishings and features that encourage loitering and nuisance behavior.

That all reasonable measures have been incorporated into the Dispensary security plan or consistently taken to successfully control the establishment's patrons' conduct resulting in disturbances, vandalism, crowd control inside or outside the premises, traffic control problems, marijuana use in public, or creation of a public or private nuisance, or interference of the operation of another business.

That the Dispensary is likely to have no potentially adverse affect on the health, peace, or safety of persons living or working in the surrounding area, overly burden a specific neighborhood, or contribute to a public nuisance and that the Dispensary will generally not result in repeated nuisance activities including disturbances of the peace, illegal drug activity, marijuana use in public, harassment of passerby, excessive littering, excessive loitering, illegal parking, excessive loud noises, especially late at night or early in the morning hours, lewd conduct, or police detentions or arrests.

That any provision of the Municipal Code or condition imposed by a City issued permit, or any provision of any other local, or state law, regulation, or order, or any condition imposed by permits issued in compliance with those laws will not be violated.

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That the Applicant has not made a false statement of material fact or has omitted to state a material fact in the application for a permit.

That the Applicant has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices with respect to the operation of another business within the City.

3. Maintenance of Appropriate Collective Records Regarding Cultivation and Compliance

Cultivation Records. Every permitted Marijuana Dispensary shall maintain on-site (i.e., at the Property designated for the operation of the Marijuana Dispensary) the medical marijuana cultivation records of the Marijuana Dispensary. These records shall be signed under penalty of perjury by each Management Member responsible for the cultivation and shall identify the location or locations at which the Marijuana Dispensary s medical marijuana is being cultivated. Such records shall also record the total number of marijuana plants cultivated or stored at each cultivation location. The Storefront Collective Dispensary shall also maintain an inventory record documenting the dates and amounts of medical marijuana cultivated or stored at the Dispensary Property, if any, as well as the daily amounts of Medical Marijuana distributed from the permitted Dispensary.

Financial Records. The Dispensary shall also maintain a written accounting record or ledger of all cash, receipts, credit card transactions, reimbursements, (including any in-kind contributions), and any and all reasonable compensation for services provided by the Management Members or other members of the Marijuana Dispensary, as well as records of all operational expenditures and costs incurred by Marijuana Dispensary in accordance with generally accepted accounting practices and standards typically applicable to business records.

4. Dispensary Record Retention Period.
The records required above by subparagraphs (1), (2), and (3) of this subsection shall be maintained by the Medical Marijuana Dispensary for a period of three (3) years and shall be made available to the City upon a written request.

Section 17.162.140 City Access to and Inspection of Required Storefront Collective Dispensary Records.

Section 17.162.150 Imposition of tax.

The City Council declares that the ordinance codified in this chapter is adopted to implement a monthly tax on marijuana sales and/or provision, of ***(10 or 15 percent to be determined by City Council)*** payable to the City, which complies with the requirements and limitations contained in California Revenue and Taxation Code Division and subject to approval by November 2016 ballot measure.

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On all sales of medical marijuana, and in the event the casual/recreational use of marijuana is legalized or decriminalized in California, any person or entity selling or providing marijuana within the City shall pay to the City a monthly tax of 15 percent, of its gross proceeds from such sales or provision.

Section 17.162.160 Purpose.

The purpose of this tax is to raise revenue to fund wastewater services.

Section 17.162.170 Customers.

This tax shall not be specifically charged or assessed to any customers or consumers of marijuana subject to this tax. Payment and remittance of the tax to the City shall solely be the responsibility of the person or entity selling or providing the marijuana in the City.

Section 17.162.180 Proceeds.

"Proceeds" shall mean gross receipts of any kind, including, without limitation, membership dues; the value of in-kind contributions, exchanges, bartered goods or services; the value of volunteer work; reimbursements provided by members regardless of form; cash payments; and anything else of value obtained by any person or entity for legally selling or providing marijuana in the City.

Section 17.162.190 Modification, repeal or amendment.

The City Council may repeal this chapter, or amend it in a manner which does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein, without further voter approval. If the City Council repeals any provision of this chapter, it may subsequently reenact it without voter approval, as long as the reenacted provision does not result in an increase in the amount of the tax or broaden the scope of the tax imposed herein.

Section 17.162.200 Administration.

The City Manager, or designee, and/or the City Council by resolution, may promulgate regulations to implement and administer the provisions of this chapter.

Section 17.162.210 Penalties.

Any entity that fails to pay the taxes required by this chapter within 30 days after the due date shall pay, in addition to the taxes, a penalty for nonpayment in a sum equal to 25 percent of the total amount due. Failure to pay all of the taxes required and penalties within 60 days after the tax due date shall result in the immediate suspension of the permit and no sales may be made by the entity. Additional penalties will be assessed in the following manner: 10 percent shall be added on the first day of each calendar month following the month of the imposition of the 25 percent penalty if the tax remains unpaid—up to a maximum of 100 percent of the tax payable on the due date. Receipt of the tax payment by the City shall govern the determination of whether the tax is delinquent. Postmarks will not be accepted as adequate proof of a timely payment.

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Section 17.162.220 Additional penalties.

Any violation of this chapter shall constitute a public nuisance and infraction pursuant to the provisions of Chapters XX and XY of this municipal code.

Section 17.162.230 Records inspection.

Whenever it is necessary to examine any books or records, including tax returns, of any entity subject to the provisions of this chapter, to ascertain the amount of any tax due pursuant to this chapter, the City shall have the power and authority to examine such necessary books and records at any reasonable time including, but not limited to, during normal business hours. Records must be maintained at least seven years.

Section 17.162.240 Application of provisions.

No payment of any tax required under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner. Nothing in this chapter implies or authorizes that any activity connected with the cultivation, possession or provision of marijuana is legal unless otherwise authorized and allowed by the State of California and permitted by the City.

A duly designated Placer County Sheriff or Community Development Department representative may enter and shall be allowed to inspect the premises of every Marijuana Dispensary as well as the financial and membership records of the Collective required by this Chapter between the hours of eight o'clock (8:00) A.M. and six o'clock (6:00) P.M., or at any appropriate time to ensure compliance and enforcement of the provisions of this Chapter, except that the inspection and copying of the private medical records of a Marijuana Dispensary shall be made available to the Placer County Sheriff only pursuant to a properly executed search warrant or inspection warrant by a court of competent jurisdiction, or a court order for the inspection of such records.
It shall be unlawful for any property owner, landlord, lessee, Medical Marijuana Dispensary member or Management Member or any other person having any responsibility over the operation of the Marijuana Dispensary to refuse to allow, impede, obstruct or interfere with an inspection of the Marijuana Dispensary or the required records thereof.

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