

City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Sean Lomen · Mayor Pro Tem Caroline McCully
Councilmembers Trinity Burruss · Kim Douglass · Larry Hillberg

REGULAR MEETING AGENDA

April 9, 2025

Regular Session 6:00 PM

You may access the meeting and address the Council by the following means:

ZOOM at

<https://us02web.zoom.us/j/84968570574>

Dial in by calling one of the numbers listed below and enter the Webinar ID:

849 6857 0574

1 669 900 6833 / 1 669 444 9171 / 1 719 359 4580 / 1 253 205 0468

View Only on Facebook Live on our City of Colfax page: City of Colfax, California.

You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

1 OPEN SESSION

1A. Call Open Session 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.

1E. Statement of Conflict of Interest

2 CONSENT CALENDAR

Matters on the Consent Calendar 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 Mayor.

Recommended Action: Approve Consent Calendar

2A. Minutes

Pages 4-8

Recommended Action: By Motion, approve the Colfax City Council minutes of 3/26/2025.

2B. Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Page 9

Recommended Action: Information Only.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

April 9, 2025

2C. Recology – City of Colfax Rate Increase**Recommended Action:** Receive and File.**2D. City Project Report****Recommended Action:** Review and Comment.

*** End of Consent Calendar ***

3 AGENCY REPORTS**3A. Placer County Sheriff's Office****3B. California Highway Patrol****3C. Placer County Fire Department/CALFIRE****3D. Non-Profits****4 PRESENTATIONS (NONE)****5 PUBLIC HEARING (NONE)****6 PUBLIC COMMENT**

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed five (5) minutes per speaker. Written comments should not exceed 800 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of five (5) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

7 COUNCIL AND STAFF

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.

7A. Committee Reports and Colfax Informational Items – All Councilmembers**7B. City Operations Update – City Manager****8 COUNCIL BUSINESS****8A. Council Committee Assignments****Recommended Action:** Discuss and approve Amended City Council Committee Assignments for 2025.**8B. Proclamation of April 2025 as Arts, Culture, and Creativity Month in Colfax****Recommended Action:** Adopt a proclamation declaring the month of April 2025 as Arts, Culture, and Creativity Month in Colfax.**8C. Discuss the Temporary Improvements for Final Consideration prior to Beginning Installation of Long-Term Equipment – Outdoor Dining Area – North Main St.****Recommended Action:** Discuss and give direction.**9 GOOD OF THE ORDER**

Informal statements, observation reports and inquiries regarding the business of the City may be presented by Councilmembers under this agenda item or requests for placement of items of interest on a future agenda. No action will be taken.

9A. Public Comment on Good of the Order

Members of the public are permitted to address the Council on matters that relate to general welfare of the City that have not been previously discussed on this agenda. Oral comments may not exceed five (5) minutes. Written comments should not exceed 800 words.

10 CLOSED SESSION (NONE)**11 ADJOURNMENT**

I, Amanda Ahre, City Clerk for the City of Colfax, declare that this agenda was posted in accordance with the Brown Act at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov/>



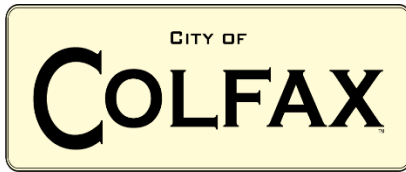
Amanda Ahre, City Clerk

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.

LEVINE ACT WARNING: In certain instances, parties, participants, and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308, California Code of Regulations Sections 18438.1 through 18438.8, and Fair Political Practices Commission Opinion 0-22-002. All parties, participants, and their agents are hereby directed to review these sections for compliance. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity.



City Council Minutes



Regular Meeting of Colfax City Council

Wednesday, March 26, 2025

City Hall Council Chambers, 33 S Main Street,

Colfax CA and attended via Teleconference through ZOOM

1

OPEN SESSION

1A. Call Open Session to Order – Mayor Lomen called the Open Session to order at 6:00 p.m.

1B. Pledge of Allegiance – Mayor Lomen lead the Pledge of Allegiance.

1C. Roll Call

Present: Councilmember Burruss, Councilmember Hillberg, Mayor Pro Tem McCully, Mayor Lomen

Absent: Councilmember Douglass

1D. Approval of Agenda Order

Councilmember Burruss questioned why the item she requested for recognition and a donation for the Colfax High School Girls Basketball team was not on the agenda. She requested a special meeting ASAP for this item as the Girls Basketball year-end banquet is scheduled for 3/30/25.

MOTION made by Mayor Pro Tem McCully to approve the agenda order, seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass

1E. Statement of Conflict of Interest – No conflicts were identified by the Council or the public.

2

CONSENT CALENDAR

2A. Minutes

Recommended Action: By Motion, approve the Colfax City Council minutes of 3/12/2025.

2B. Cash Summary – February 2025

Recommended Action: Accept and File.

2C. Quarterly Sales tax Analysis – Quarter Ended December 31, 2024

Recommended Action: Accept and File

2D. City Project Report

Recommended Action: Review and Comment.

2E. Housing and General Plan Annual Progress Report

Recommended Action: Adopt Resolution 10-2025 accepting the 2024 Annual Housing Progress Report and General Plan Progress Report and direct Staff to submit to the State.

MOTION made by Councilmember Burruss to approve the consent calendar, Seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass

3

Agency Reports

- 3A. **Placer County Sheriff's** – Nothing new to report. They are still working on a date for a Meet-and-Greet with Council, the public, and the new Deputies in town.
- 3B. **CHP** – Absent
- 3C. **Placer County Fire/CALFIRE** – Colfax station is at full staffing capacity. The controlled burn project at Burnt Flat will be going from two days a week to three days a week. They will be going door to door for defensible space inspections.
- 3D. **Non-Profits** – Jason Shapiro with Care Sphere at 43 N. Main St., has officially opened their business. Hours will be Tuesday-Saturday from 10am-6pm. They are working on a fundraising event with the Colfax Theater that will include music, wine tasting, and a silent auction.

4

PRESENTATION (NONE)

5

PUBLIC HEARING

- 5A. **Historic Resource Inventory**
Recommended Action: Adopt Resolution 11-2025 accepting and adopting the Historic Resources Inventory for the City of Colfax.

City Planner Kathy Pease gave a brief introduction of this item and discussed the Historic Inventory of Colfax.

Mayor Lomen opened the Public Hearing.

Sheri Peterson asked how many Historic Resources were on the list.

Total resources on the list is 32.

Mayor Lomen closed the public comment on the Public Hearing.

Council thanked City Planner Kathy Pease for her work on this inventory.

MOTION made by Councilmember Hillberg to adopt Resolution 11-2025 accepting and adopting the Historic Resources Inventor for the City of Colfax, seconded by Councilmember Burruss, and approved by the following vote:

AYES: Burruss, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass

6

PUBLIC COMMENT

No Public Comment

7

COUNCIL AND STAFF**7A. Committee Reports and Colfax Informational Items – All Councilmembers.**

Councilmember Hillberg had nothing to report.

Councilmember Burruss had nothing to report.

Mayor Pro Tem McCully attended two SACOG meetings, and a meeting of the Railroad Heritage Park.

Mayor Lomen had nothing to report.

7B. City Operations Update – City Manager

8

COUNCIL BUSINESS**8A. Discuss the Temporary Improvements for Final Consideration Prior to Beginning Installation of Long-Term Equipment – Outdoor Dining Area – North Main St.**

Recommended Action: Discuss and give Direction

Mayor Pro Tem McCully recused herself due to conflict as President of Railroad Days and the grant that Railroad Days obtained for this item.

City Manager Walker introduced this item and discussed the ADA compliance concerns.

City Engineer Carl Moore discussed the ADA requirements.

Councilmember Burruss would like to see if SACOG could provide resources for ADA compliance.

Christine McNab, owner of Bloomin' Mountain Flowers stated that the building owner of her business is not happy that she was not a part of the discussion on the installation and placement of the ADA ramp, she would like to see that ramp removed since it is not actually ADA compliant, and the outdoor seating area resolved sooner than later.

Councilmember Burrus questioned the City Manager why the ramp was installed when that was not a part of Staff direction from the 3/12/25 meeting.

Caroline McCully, President of Railroad Days would like to see the 2% grade on the asphalt fixed, and discussed making the space smaller to stay within budget.

Sheri Peterson, resident and owner of 30 N Main, would like to see individual Building owners on N. Main contacted regarding this project, not just the Business owners.

Paul, owner of 2 and 14 N. Main St., has serious concerns over losing 9 parking spots for the proposed dining area. He also has concerns over future Main St. tenants with a lack of parking in front of the buildings.

Jason Shapiro, owner of 34 N. Main St, also has concerns over parking, would like to see a narrower outdoor area with the potential for Parallel parking adjacent to the outdoor area.

Council discussed cleaning the existing are, moving the existing area, and taking the area down completely until a final design has been reviewed.

The Outdoor Seating Ad Hoc committee will meet to discuss further design ideas.

Motion made by Mayor Lomen to leave the current area in place, and direct City Staff to clean the current area and maintain the area daily until a final plan is in place, Seconded by Councilmember Hillberg.

Motion made by Councilmember Burruss to move the entire existing space North 1 ½ parking spots where the original design was placed, and direct City Staff to clean and maintain the area daily, Seconded by Councilmember Hillberg.

MOTION made by Councilmember Burruss to to clean the current space, move the entire existing space 1 ½ parking spots North, seconded by Councilmember Hillberg. Roll Call Vote as follows:

AYES: Burruss, Hillberg

NOES: Lomen

ABSTAIN:

ABSENT: Douglass, McCully

Mayor Pro Tem McCully rejoined the Dias.

8B. Signage for the Colfax Ballpark

Recommended Action: None.

City Attorney Conor Harkins introduced this item.

City Planner Kathy Pease discussed requirements for a sign permit and design review of the signage.

Council asked for clarification regarding the general plan and funding for the sign.

MOTION made by Councilmember Hillberg to adopt Resolution 12-2025 to rename the Ballpark, seconded by Councilmember Burruss and approved by the following vote:

AYES: Burruss, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass

8C. Wood Rodgers Contract Amendment to Continue Supporting Planning Application for the Shady Glen Community Sewer Consolidation Project

Recommended Action: Discuss and consider adopting Resolution 13-2025 amending the City's agreement with Wood Rodgers by \$10,000 for continued support with the Clean Water State Revolving Fund Planning Application for the Shady Glen Community Sewer Consolidation Project.

No Public Comment on this item.

Mayor Pro Tem McCully would like to see an itemized list of items and who is responsible for the costs, and would like to make sure that this project stays within budget.

MOTION made by Councilmember Burruss to adopt Resolution 13-2025 amending the City's agreement with Wood Rodgers by \$10,000 seconded by Councilmember Hillberg. Roll Call Vote as follows:

AYES: Burruss, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass

9

GOOD OF THE ORDER

Councilmember Hillberg would like future agenda item to correct the oversight of the Bianchini Trust committee assignments.

Councilmember Burruss requesting due to an item of urgency for Council to discuss and vote on a donation and recognition of the Colfax High School Girls Basketball team.

Mayor Pro Tem McCully talked about the High School Spring Musical HadesTown on 4/25, 4/26, and 4/27, and the Lion's easter Egg Hunt scheduled for 4/19.

Mayor Lomen reminded everyone that the Sierra Fire Safe Council meeting is tomorrow, 3/27, at 6pm.

9A. Public Comment on Good of the Order

No Public Comment on Good of the Order.

City Attorney Conor Harkins requested Councilmember Burruss to explain why a donation to the Colfax High School Girls Basketball team falls under an item of urgency.

Councilmember Burruss explained that the year-end banquet for the Basketball team is scheduled on 3/30, and after that date Council will not be able to present the donation to the team.

Due to circumstances presented, Mayor Lomen motions to make a donation to the Colfax High School Girls Basketball team an urgent item. Approved by the following vote:

AYES: Burruss, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass

MOTION made by Councilmember Burruss to make a \$1,000 donation to the Colfax High School Girls Basketball team, payable to the Falcon Foundations 501C to be presented 3/30/2025 at their year-end banquet, seconded by Councilmember Hillberg, and approved by the following vote:

AYES: Burruss, Hillberg, McCully, Lomen

NOES:

ABSTAIN:

ABSENT: Douglass

10

CLOSED SESSION (NONE)

11

ADJOURNMENT

As there was no further business on the agenda, Mayor Lomen adjourned the meeting, by motion and without objection at 7:45 p.m. Respectfully submitted to City Council this 9th day of April, 2025.



Amanda Ahre, City Clerk



Staff Report to City Council

FOR THE APRIL 9, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Shanna Stahl, Administrative Services Officer
Subject: Schedule of Activities for Collecting Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Information Only

Summary/Background

Annually, the City collects delinquent sewer and garbage (on behalf of Franchisee) charges which have accrued, together with the interest thereon, on the Placer County Tax Rolls in the same manner and at the same time as general property tax.

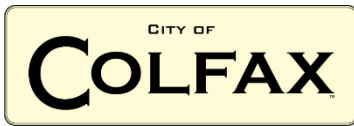
Staff has initiated the process for FY2024-2025 collection and is providing the schedule of activities for Council information.

City of Colfax - 2024-2025 Auditor Direct Charges

Schedule of Activities for Placing Delinquent Sewer and Garbage Charges on Annual Tax Rolls

Compile delinquent report - City Sewer	City	5/09/2025	All accounts > 60 days past due
Compile delinquent report - Recology Garbage	Recology	5/09/2025	Recology submits delinquent list to City
Recology submits draft delinquent letter to City for review	Recology	5/09/2025	
City sends Delinquent Letter to affected property owners	City	5/16/2025	Same letter as last year - Describes processing and hearing date
Recology sends Delinquent Letter to affected property owners	Recology	5/16/2025	Same letter as last year - Describes processing and hearing date
Public Hearing Notice - Auburn Journal	City	5/28/2025	Must be noticed for two consecutive weeks - same notice as last year. Needs to be to newspaper by 5/21/2025
Public Hearing Notice - Auburn Journal	City	6/04/2025	Must be noticed for two consecutive weeks - same notice as last year.
Hold Public Hearing - Sewer and Garbage combined hearing	City	6/11/2025	Regularly scheduled Council Meeting
Resolutions to place delinquents on Tax Rolls	City	6/11/2025	Council confirms sewer and garbage reports and placing liens
Submit Unsecured amounts to County	City	6/26/2025	Final date to be submitted to County*
Submit Secured amounts to County	City	7/18/2025	Final date to be submitted to County*

*Estimated date based on previous years - pending final notification from Placer County



Staff Report to City Council

FOR THE APRIL 9, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Recology - City of Colfax Rate Increase

Budget Impact Overview:

N/A:	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Receive and file.

Summary/Background

In accordance with Section 4.5, "Annual COLA Adjustment Methodology," of the Franchise Agreement between the City of Colfax and Recology Auburn Placer, a rate increase is being submitted, effective July 1, 2025. This increase will include a 2.50% Cost-of-Living Adjustment (COLA) and a 2.5% increase in Landfill Disposal rates. The Landfill Disposal increase is a result of the WPWMA's scheduled disposal rate adjustment, which will take effect on July 12, 2025. The Refuse Disposal Surcharge will remain unchanged from the prior year at 18.5%.

Attachments:

1. Recology – City of Colfax Rate Increase 2025.
2. City of Colfax Rate Components.
3. Solid Waste Franchise Agreement.



March 31, 2025

Mr. Ron Walker
City Manager
City of Colfax
33 South Main St.
Colfax, CA 95713

Re: Waste Collection Service Rate Increase effective July 1, 2025

Dear Mr. Walker,

In accordance with Section 4.5 “Annual COLA Adjustment Methodology,” of the Franchise Agreement between the City of Colfax and Recology Auburn Placer, we are submitting the rate increase that will become effective July 1, 2025. We have enclosed for your reference a copy of the rate sheet showing a total 2.50% Cost-of-Living Adjustment (COLA) increase, and a 2.58% Landfill Disposal increase to the customer rates. The latter increase is due to the WPWMA disposal increase that will take place on July 1, 2025. Refuse Disposal Surcharge is to remain the same as prior year at 18.5%.

If you have any questions, you may contact me directly at (279) 227-9440, or via email at tperez@recology.com.

Regards,

Tony Perez
General Manager
Recology Auburn Placer

Cc: Scott Pardini - Vice President & Regional Manager
Wayne Moeller – Regional Controller
Carrie Baxter, Katelyn Scholz – R3

Recology Auburn Placer
CITY of COLFAX
Rate Components
Rate Year July 1, 2025 through June 30, 2026

Annual Increase - Rate Year 2025-2026	
Cost of Living Increase	2.500%
Other - Carry forward from 2024 - 2025	0.000%
Other	0.000%
TOTAL INCREASE (CAP at 4%)	2.500%

** Old Landfill Rate (See Note 1)	\$ 106.50
** New Landfill Rate (See Note 1)	\$ 109.25
Landfill Increase	\$2.75
% Increase	2.58%
** Old Green Waste Rate	\$ 82.75
** New Green Waste Rate	\$ 85.00
Landfill Increase	\$2.25
% Increase	2.72%
Street Sweeping	0.00%

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

Landfill Rate - Debris Box and C&D			
Old Rate	\$106.50	New Rate	\$109.25

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

Refuse Disposal Surcharge		
Description	New	Old
Actual	18.5%	18.5%

CITY OF COLFAX

CURRENT - EFFECTIVE JULY 1, 2024
RESIDENTIAL RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 10.96	\$ 15.00	\$ 0.69	\$ 26.65	\$ 4.93	\$ 31.58
2 - 32-Gallon Can	\$ 15.83	\$ 21.70	\$ 1.02	\$ 38.55	\$ 7.13	\$ 45.68
3 - 32-Gallon Can	\$ 20.70	\$ 28.40	\$ 1.32	\$ 50.42	\$ 9.33	\$ 59.75
4 - 32-Gallon Can	\$ 25.65	\$ 35.17	\$ 1.66	\$ 62.48	\$ 11.56	\$ 74.04
32-Gallon Cart	\$ 11.34	\$ 15.60	\$ 0.72	\$ 27.66	\$ 5.12	\$ 32.78
64-Gallon Cart	\$ 16.28	\$ 22.35	\$ 1.07	\$ 39.70	\$ 7.34	\$ 47.04
96-Gallon Cart	\$ 21.25	\$ 29.11	\$ 1.43	\$ 51.79	\$ 9.58	\$ 61.37
Senior Citizen						
1 - 32-Gallon Can	\$ 8.93	\$ 12.24	\$ 0.57	\$ 21.74	\$ 4.02	\$ 25.76
1 - 32-Gallon Cart	\$ 9.35	\$ 12.83	\$ 0.58	\$ 22.76	\$ 4.21	\$ 26.97
Extra Charge						
Bag (extra per pick-up)	\$ 2.53	\$ 3.47	\$ 0.15	\$ 6.15	\$ -	\$ 6.15
Can (extra per pick-up)	\$ 2.53	\$ 3.47	\$ 0.15	\$ 6.15	\$ -	\$ 6.15
Toter (extra per pick-up)	\$ 2.53	\$ 3.47	\$ 0.15	\$ 6.15	\$ -	\$ 6.15
32-Gallon Green Waste (extra per pick-up)	\$ 1.79		\$ 3.78	\$ 5.57	\$ -	\$ 5.57
Off Schedule Pickup - Container	\$ 44.23			\$ 44.23	\$ -	\$ 44.23
Bulk Item Pickup - each addition pickup	\$ 89.69	\$ 42.30		\$ 131.99	\$ -	\$ 131.99
Bulk Item Pickup - off schedule pickup	\$ 187.99	\$ 42.30		\$ 230.29	\$ -	\$ 230.29
Temporary Automated Container	\$ 44.23			\$ 44.23	\$ -	\$ 44.23
Steam Clean Automated Container	\$ 73.74			\$ 73.74	\$ -	\$ 73.74
Repair Container (Lid)	\$ 24.59			\$ 24.59	\$ -	\$ 24.59
Repair Container (Other)	\$ 24.59			\$ 24.59	\$ -	\$ 24.59
Replace Container (32-Gallon)	\$ 49.14			\$ 49.14	\$ -	\$ 49.14
Replace Container (64-Gallon)	\$ 55.29			\$ 55.29	\$ -	\$ 55.29
Replace Container (96-Gallon)	\$ 61.43			\$ 61.43	\$ -	\$ 61.43

CITY OF COLFAX

PROPOSED - EFFECTIVE JULY 1, 2025
RESIDENTIAL RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 11.23	\$ 15.39	\$ 0.71	\$ 27.33	\$ 5.06	\$ 32.39
2 - 32-Gallon Can	\$ 16.23	\$ 22.26	\$ 1.05	\$ 39.54	\$ 7.31	\$ 46.85
3 - 32-Gallon Can	\$ 21.22	\$ 29.13	\$ 1.36	\$ 51.71	\$ 9.57	\$ 61.28
4 - 32-Gallon Can	\$ 26.29	\$ 36.08	\$ 1.71	\$ 64.08	\$ 11.85	\$ 75.93
32-Gallon Cart	\$ 11.62	\$ 16.00	\$ 0.74	\$ 28.36	\$ 5.25	\$ 33.61
64-Gallon Cart	\$ 16.69	\$ 22.93	\$ 1.10	\$ 40.72	\$ 7.53	\$ 48.25
96-Gallon Cart	\$ 21.78	\$ 29.86	\$ 1.47	\$ 53.11	\$ 9.83	\$ 62.94
Senior Citizen						
1 - 32-Gallon Can	\$ 9.15	\$ 12.56	\$ 0.59	\$ 22.30	\$ 4.13	\$ 26.43
1 - 32-Gallon Cart	\$ 9.58	\$ 13.16	\$ 0.60	\$ 23.34	\$ 4.32	\$ 27.66
Extra Charge						
Bag (extra per pick-up)	\$ 2.59	\$ 3.56	\$ 0.15	\$ 6.30	\$ -	\$ 6.30
Can (extra per pick-up)	\$ 2.59	\$ 3.56	\$ 0.15	\$ 6.30	\$ -	\$ 6.30
Toter (extra per pick-up)	\$ 2.59	\$ 3.56	\$ 0.15	\$ 6.30	\$ -	\$ 6.30
32-Gallon Green Waste (extra per pick-up)	\$ 1.83		\$ 3.88	\$ 5.71	\$ -	\$ 5.71
Off Schedule Pickup - Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Bulk Item Pickup - each addition pickup	\$ 91.93	\$ 43.39		\$ 135.32	\$ -	\$ 135.32
Bulk Item Pickup - off schedule pickup	\$ 192.69	\$ 43.39		\$ 236.08	\$ -	\$ 236.08
Temporary Automated Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Steam Clean Automated Container	\$ 75.58			\$ 75.58	\$ -	\$ 75.58
Repair Container (Lid)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Repair Container (Other)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Replace Container (32-Gallon)	\$ 50.37			\$ 50.37	\$ -	\$ 50.37
Replace Container (64-Gallon)	\$ 56.67			\$ 56.67	\$ -	\$ 56.67
Replace Container (96-Gallon)	\$ 62.97			\$ 62.97	\$ -	\$ 62.97

CITY OF COLFAX

CURRENT - EFFECTIVE JULY 1, 2024
MULTI-FAMILY RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 10.96	\$ 15.00	\$ 0.69	\$ 26.65	\$ 4.93	\$ 31.58
2 - 32-Gallon Can	\$ 15.83	\$ 21.70	\$ 1.02	\$ 38.55	\$ 7.13	\$ 45.68
3 - 32-Gallon Can	\$ 20.70	\$ 28.40	\$ 1.32	\$ 50.42	\$ 9.33	\$ 59.75
4 - 32-Gallon Can	\$ 25.65	\$ 35.17	\$ 1.66	\$ 62.48	\$ 11.56	\$ 74.04
64-Gallon Cart (\$3.67 per unit, up to 2 units)	\$ 16.28	\$ 22.35	\$ 1.07	\$ 39.70	\$ 7.34	\$ 47.04
96-Gallon Cart (\$3.67 per unit, up to 3 units)	\$ 24.45	\$ 33.51	\$ 1.60	\$ 59.56	\$ 11.02	\$ 70.58
2-yard bin (\$3.46 per unit, up to 12 units)	\$ 92.02	\$ 126.25	\$ 6.01	\$ 224.28	\$ 41.49	\$ 265.77
Extra Charge						
Can (per pick-up)	\$ 4.94	\$ 6.76	\$ 0.36	\$ 12.06	\$ -	\$ 12.06
Off Schedule Pickup - Container	\$ 44.23			\$ 44.23	\$ -	\$ 44.23
Off Schedule Pickup - Bin	\$ 147.43			\$ 147.43	\$ -	\$ 147.43
Bulk Item Pickup - each addition pickup	\$ 89.69	\$ 42.30		\$ 131.99	\$ -	\$ 131.99
Bulk Item Pickup - off schedule pickup	\$ 187.99	\$ 42.30		\$ 230.29	\$ -	\$ 230.29
Temporary Automated Container	\$ 44.23			\$ 44.23	\$ -	\$ 44.23
Steam Clean Automated Container	\$ 73.74			\$ 73.74	\$ -	\$ 73.74
Repair Container (Lid)	\$ 24.59			\$ 24.59	\$ -	\$ 24.59
Repair Container (Other)	\$ 24.59			\$ 24.59	\$ -	\$ 24.59
Replace Container (32-Gallon)	\$ 49.14			\$ 49.14	\$ -	\$ 49.14
Replace Container (64-Gallon)	\$ 55.29			\$ 55.29	\$ -	\$ 55.29
Replace Container (96-Gallon)	\$ 61.43			\$ 61.43	\$ -	\$ 61.43

PROPOSED - EFFECTIVE JULY 1, 2025
MULTI-FAMILY RATES

	SERVICE COST	DISPOSAL FEES	PROCESSING FEES	TOTAL	REFUSE DISPOSAL SURCHARGE	TOTAL WITH SURCHARGE
1 - 32-Gallon Can	\$ 11.23	\$ 15.39	\$ 0.71	\$ 27.33	\$ 5.06	\$ 32.39
2 - 32-Gallon Can	\$ 16.23	\$ 22.26	\$ 1.05	\$ 39.54	\$ 7.31	\$ 46.85
3 - 32-Gallon Can	\$ 21.22	\$ 29.13	\$ 1.36	\$ 51.71	\$ 9.57	\$ 61.28
4 - 32-Gallon Can	\$ 26.29	\$ 36.08	\$ 1.71	\$ 64.08	\$ 11.85	\$ 75.93
64-Gallon Cart (\$3.77 per unit, up to 2 units)	\$ 16.69	\$ 22.93	\$ 1.10	\$ 40.72	\$ 7.53	\$ 48.25
96-Gallon Cart (\$3.77 per unit, up to 3 units)	\$ 25.06	\$ 34.38	\$ 1.64	\$ 61.08	\$ 11.30	\$ 72.38
2-yard bin (\$3.55 per unit, up to 12 units)	\$ 94.32	\$ 129.51	\$ 6.17	\$ 230.00	\$ 42.55	\$ 272.55
Extra Charge						
Can (per pick-up)	\$ 5.06	\$ 6.93	\$ 0.37	\$ 12.36	\$ -	\$ 12.36
Off Schedule Pickup - Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Off Schedule Pickup - Bin	\$ 151.12			\$ 151.12	\$ -	\$ 151.12
Bulk Item Pickup - each addition pickup	\$ 91.93	\$ 43.39		\$ 135.32	\$ -	\$ 135.32
Bulk Item Pickup - off schedule pickup	\$ 192.69	\$ 43.39		\$ 236.08	\$ -	\$ 236.08
Temporary Automated Container	\$ 45.34			\$ 45.34	\$ -	\$ 45.34
Steam Clean Automated Container	\$ 75.58			\$ 75.58	\$ -	\$ 75.58
Repair Container (Lid)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Repair Container (Other)	\$ 25.20			\$ 25.20	\$ -	\$ 25.20
Replace Container (32-Gallon)	\$ 50.37			\$ 50.37	\$ -	\$ 50.37
Replace Container (64-Gallon)	\$ 56.67			\$ 56.67	\$ -	\$ 56.67
Replace Container (96-Gallon)	\$ 62.97			\$ 62.97	\$ -	\$ 62.97

CITY OF COLFAX

CURRENT - EFFECTIVE JULY 1, 2024
COMMERCIAL RATES

SIZE	Frequency (Pickups per Week)				
	1	2	3	4	5
1 Cu Yd	\$ 64.23	\$ 116.10	\$ 173.28	\$ 236.54	\$ 306.10
Disposal Fees	64.33	116.31	173.61	236.91	306.61
Processing Fees	3.61	6.51	9.70	13.22	17.12
TOTAL	\$ 132.17	\$ 238.92	\$ 356.59	\$ 486.67	\$ 629.83
Refuse Disposal Surcharge	\$ 24.45	\$ 44.20	\$ 65.97	\$ 90.03	\$ 116.52
Total with Surcharge	\$ 156.62	\$ 283.12	\$ 422.56	\$ 576.70	\$ 746.35
2 Cu Yd	\$ 112.59	\$ 216.33	\$ 330.44	\$ 455.98	\$ 594.07
Disposal Fees	112.81	216.67	331.00	456.75	595.07
Processing Fees	6.26	12.08	18.45	25.48	33.18
TOTAL	\$ 231.66	\$ 445.08	\$ 679.89	\$ 938.21	\$ 1,222.32
Refuse Disposal Surcharge	\$ 42.86	\$ 82.34	\$ 125.78	\$ 173.57	\$ 226.13
Total with Surcharge	\$ 274.52	\$ 527.42	\$ 805.67	\$ 1,111.78	\$ 1,448.45
3 Cu Yd	\$ 165.15	\$ 311.29	\$ 457.56	\$ 603.93	\$ 750.38
Disposal Fees	165.41	311.82	458.33	604.94	751.67
Processing Fees	9.24	17.41	25.54	33.74	41.92
TOTAL	\$ 339.80	\$ 640.52	\$ 941.43	\$ 1,242.61	\$ 1,543.97
Refuse Disposal Surcharge	\$ 62.86	\$ 118.50	\$ 174.16	\$ 229.88	\$ 285.63
Total with Surcharge	\$ 402.66	\$ 759.02	\$ 1,115.59	\$ 1,472.49	\$ 1,829.60
3 Cu Yd - EOW	\$ 84.65				
Disposal Fees	84.79				
Processing Fees	4.74				
TOTAL	\$ 174.18				
Refuse Disposal Surcharge	\$ 32.22				
Total with Surcharge	\$ 206.40				
4 Cu Yd	\$ 211.72	\$ 386.75	\$ 561.72	\$ 736.60	\$ 911.39
Disposal Fees	217.69	397.72	577.64	757.45	937.19
Processing Fees	11.81	21.60	31.41	41.19	50.92
TOTAL	\$ 441.22	\$ 806.07	\$ 1,170.77	\$ 1,535.24	\$ 1,899.50
Refuse Disposal Surcharge	\$ 81.63	\$ 149.12	\$ 216.59	\$ 284.02	\$ 351.41
Total with Surcharge	\$ 522.85	\$ 955.19	\$ 1,387.36	\$ 1,819.26	\$ 2,250.91
5 Cu Yd	\$ 258.72	\$ 492.58	\$ 726.36	\$ 960.22	\$ 1,193.98
Disposal Fees	266.06	506.52	746.96	987.38	1,227.78
Processing Fees	14.46	27.53	40.60	53.63	66.72
TOTAL	\$ 539.24	\$ 1,026.63	\$ 1,513.92	\$ 2,001.23	\$ 2,488.48
Refuse Disposal Surcharge	\$ 99.76	\$ 189.93	\$ 280.08	\$ 370.23	\$ 460.37
Total with Surcharge	\$ 639.00	\$ 1,216.56	\$ 1,794.00	\$ 2,371.46	\$ 2,948.85
6 Cu Yd	\$ 305.74	\$ 598.41	\$ 891.07	\$ 1,183.77	\$ 1,476.55
Disposal Fees	314.44	615.33	916.28	1,217.30	1,518.36
Processing Fees	17.09	33.46	49.78	66.17	82.52
TOTAL	\$ 637.27	\$ 1,247.20	\$ 1,857.13	\$ 2,467.24	\$ 3,077.43
Refuse Disposal Surcharge	\$ 117.89	\$ 230.73	\$ 343.57	\$ 456.44	\$ 569.32
Total with Surcharge	\$ 755.16	\$ 1,477.93	\$ 2,200.70	\$ 2,923.68	\$ 3,646.75
7 Cu Yd	\$ 352.84	\$ 704.20	\$ 1,055.72	\$ 1,407.39	\$ 1,759.17
Disposal Fees	362.82	724.15	1,085.61	1,447.24	1,808.96
Processing Fees	19.73	39.33	58.99	78.65	98.28
TOTAL	\$ 735.39	\$ 1,467.68	\$ 2,200.32	\$ 2,933.28	\$ 3,666.41
Refuse Disposal Surcharge	\$ 136.05	\$ 271.52	\$ 407.06	\$ 542.66	\$ 678.29
Total with Surcharge	\$ 871.44	\$ 1,739.20	\$ 2,607.38	\$ 3,475.94	\$ 4,344.70

CITY OF COLFAX

PROPOSED - EFFECTIVE JULY 1, 2025
COMMERCIAL RATES

SIZE	Frequency (Pickups per Week)				
	1	2	3	4	5
1 Cu Yd	\$ 65.84	\$ 119.00	\$ 177.61	\$ 242.45	\$ 313.75
Disposal Fees	65.99	119.31	178.09	243.03	314.53
Processing Fees	3.71	6.69	9.96	13.58	17.59
TOTAL	\$ 135.54	\$ 245.00	\$ 365.66	\$ 499.06	\$ 645.87
Refuse Disposal Surcharge	\$ 25.07	\$ 45.33	\$ 67.65	\$ 92.33	\$ 119.49
Total with Surcharge	\$ 160.61	\$ 290.33	\$ 433.31	\$ 591.39	\$ 765.36
2 Cu Yd	\$ 115.40	\$ 221.74	\$ 338.70	\$ 467.38	\$ 608.92
Disposal Fees	115.72	222.26	339.55	468.54	610.44
Processing Fees	6.43	12.41	18.95	26.17	34.08
TOTAL	\$ 237.55	\$ 456.41	\$ 697.20	\$ 962.09	\$ 1,253.44
Refuse Disposal Surcharge	\$ 43.95	\$ 84.44	\$ 128.98	\$ 177.99	\$ 231.89
Total with Surcharge	\$ 281.50	\$ 540.85	\$ 826.18	\$ 1,140.08	\$ 1,485.33
3 Cu Yd	\$ 169.28	\$ 319.07	\$ 469.00	\$ 619.03	\$ 769.14
Disposal Fees	169.68	319.87	470.16	620.56	771.08
Processing Fees	9.49	17.88	26.23	34.66	43.06
TOTAL	\$ 348.45	\$ 656.82	\$ 965.39	\$ 1,274.25	\$ 1,583.28
Refuse Disposal Surcharge	\$ 64.46	\$ 121.51	\$ 178.60	\$ 235.74	\$ 292.91
Total with Surcharge	\$ 412.91	\$ 778.33	\$ 1,143.99	\$ 1,509.99	\$ 1,876.19
3 Cu Yd - EOW	\$ 86.77				
Disposal Fees	86.98				
Processing Fees	4.87				
TOTAL	\$ 178.62				
Refuse Disposal Surcharge	\$ 33.04				
Total with Surcharge	\$ 211.66				
4 Cu Yd	\$ 217.01	\$ 396.42	\$ 575.76	\$ 755.02	\$ 934.17
Disposal Fees	223.31	407.99	592.56	777.01	961.39
Processing Fees	12.13	22.19	32.26	42.31	52.30
TOTAL	\$ 452.45	\$ 826.60	\$ 1,200.58	\$ 1,574.34	\$ 1,947.86
Refuse Disposal Surcharge	\$ 83.70	\$ 152.92	\$ 222.11	\$ 291.25	\$ 360.35
Total with Surcharge	\$ 536.15	\$ 979.52	\$ 1,422.69	\$ 1,865.59	\$ 2,308.21
5 Cu Yd	\$ 265.19	\$ 504.89	\$ 744.52	\$ 984.23	\$ 1,223.83
Disposal Fees	272.93	519.60	766.25	1,012.88	1,259.48
Processing Fees	14.85	28.28	41.70	55.09	68.53
TOTAL	\$ 552.97	\$ 1,052.77	\$ 1,552.47	\$ 2,052.20	\$ 2,551.84
Refuse Disposal Surcharge	\$ 102.30	\$ 194.76	\$ 287.21	\$ 379.66	\$ 472.09
Total with Surcharge	\$ 655.27	\$ 1,247.53	\$ 1,839.68	\$ 2,431.86	\$ 3,023.93
6 Cu Yd	\$ 313.38	\$ 613.37	\$ 913.35	\$ 1,213.36	\$ 1,513.46
Disposal Fees	322.56	631.22	939.94	1,248.73	1,557.57
Processing Fees	17.55	34.37	51.13	67.97	84.76
TOTAL	\$ 653.49	\$ 1,278.96	\$ 1,904.42	\$ 2,530.06	\$ 3,155.79
Refuse Disposal Surcharge	\$ 120.90	\$ 236.61	\$ 352.32	\$ 468.06	\$ 583.82
Total with Surcharge	\$ 774.39	\$ 1,515.57	\$ 2,256.74	\$ 2,998.12	\$ 3,739.61
7 Cu Yd	\$ 361.66	\$ 721.81	\$ 1,082.11	\$ 1,442.57	\$ 1,803.15
Disposal Fees	372.19	742.85	1,113.64	1,484.61	1,855.67
Processing Fees	20.27	40.40	60.59	80.79	100.95
TOTAL	\$ 754.12	\$ 1,505.06	\$ 2,256.34	\$ 3,007.97	\$ 3,759.77
Refuse Disposal Surcharge	\$ 139.51	\$ 278.44	\$ 417.42	\$ 556.47	\$ 695.56
Total with Surcharge	\$ 893.63	\$ 1,783.50	\$ 2,673.76	\$ 3,564.44	\$ 4,455.33

CITY OF COLFAX

CURRENT - EFFECTIVE JULY 1, 2024
 COMMERCIAL RATES
 DEBRIS BOXES

	SERVICE COST	DISPOSAL FEES	TOTAL
20 Cu Yd - 3 Ton Limit	\$ 199.33	\$ 319.50	\$ 518.83
30 Cu Yd - 3.5 Ton Limit	\$ 268.74	\$ 372.76	\$ 641.50
40 Cu Yd - 4 Ton Limit	\$ 338.16	\$ 426.00	\$ 764.16

Temporary Bins

4 Cu Yd - 1/2 Ton Limit	\$ 121.52	\$ 43.05	\$ 164.57
5 Cu Yd - 1/2 Ton Limit	\$ 136.12	\$ 43.05	\$ 179.17
6 Cu Yd - 3/4 Ton Limit	\$ 152.45	\$ 64.61	\$ 217.06
7 Cu Yd - 3/4 Ton Limit	\$ 170.73	\$ 64.61	\$ 235.34

PROPOSED - EFFECTIVE JULY 1, 2025
 COMMERCIAL RATES
 DEBRIS BOXES

	SERVICE COST	DISPOSAL FEES	TOTAL
20 Cu Yd - 3 Ton Limit	\$ 204.31	\$ 327.75	\$ 532.06
30 Cu Yd - 3.5 Ton Limit	\$ 275.46	\$ 382.39	\$ 657.85
40 Cu Yd - 4 Ton Limit	\$ 346.61	\$ 437.00	\$ 783.61

Temporary Bins

4 Cu Yd - 1/2 Ton Limit	\$ 124.56	\$ 44.16	\$ 168.72
5 Cu Yd - 1/2 Ton Limit	\$ 139.52	\$ 44.16	\$ 183.68
6 Cu Yd - 3/4 Ton Limit	\$ 156.26	\$ 66.28	\$ 222.54
7 Cu Yd - 3/4 Ton Limit	\$ 175.00	\$ 66.28	\$ 241.28

CITY OF COLFAX

CURRENT - EFFECTIVE JULY 1, 2024
 COMMERCIAL RATES
 EXTRA SERVICES

	SERVICING COSTS	DISPOSAL FEES	PROCESSING FEES	TOTAL
96-Gallon Green Waste Cart (per month)	\$ 21.67	\$ -	\$ 33.98	\$ 55.65
Overweight Fee - per ton	\$ 19.59	\$ 106.50	\$ -	\$ 126.09
Bulk Item Pickup - On Schedule	\$ 89.69	\$ 42.30	\$ -	\$ 131.99
Bulk Item Pickup - Off Schedule	\$ 187.99	\$ 42.30	\$ -	\$ 230.29
Off Schedule Pickup - Bin	\$ 147.43	\$ -	\$ -	\$ 147.43
Bin Relocation	\$ 98.29	\$ -	\$ -	\$ 98.29
Bin Cancellation within 24 hours of delivery	\$ 45.47	\$ -	\$ -	\$ 45.47
Bin Service Fee if Bin Exceeds Weight Limit	\$ 45.47	\$ -	\$ -	\$ 45.47
Rental Fee - Bin - Kept > 1 week - per day	\$ 6.13	\$ -	\$ -	\$ 6.13
Rental Fee - Debris Box - Kept > 1 wk/day	\$ 6.13	\$ -	\$ -	\$ 6.13
7yd Cardboard Recycling Container - Set up	\$ 184.30	\$ -	\$ -	\$ 184.30

PROPOSED - EFFECTIVE JULY 1, 2025
 COMMERCIAL RATES
 EXTRA SERVICES

	SERVICING COSTS	DISPOSAL FEES	PROCESSING FEES	TOTAL
96-Gallon Green Waste Cart (per month)	\$ 22.21	\$ -	\$ 34.90	\$ 57.11
Overweight Fee - per ton	\$ 20.08	\$ 109.25	\$ -	\$ 129.33
Bulk Item Pickup - On Schedule	\$ 91.93	\$ 43.39	\$ -	\$ 135.32
Bulk Item Pickup - Off Schedule	\$ 192.69	\$ 43.39	\$ -	\$ 236.08
Off Schedule Pickup - Bin	\$ 151.12	\$ -	\$ -	\$ 151.12
Bin Relocation	\$ 100.75	\$ -	\$ -	\$ 100.75
Bin Cancellation within 24 hours of delivery	\$ 46.61	\$ -	\$ -	\$ 46.61
Bin Service Fee if Bin Exceeds Weight Limit	\$ 46.61	\$ -	\$ -	\$ 46.61
Rental Fee - Bin - Kept > 1 week - per day	\$ 6.28	\$ -	\$ -	\$ 6.28
Rental Fee - Debris Box - Kept > 1 wk/day	\$ 6.28	\$ -	\$ -	\$ 6.28
7yd Cardboard Recycling Container - Set up	\$ 188.91	\$ -	\$ -	\$ 188.91

Recology Auburn Placer
CITY of COLFAX
Cost of Living Increase
For Rate Year July 1, 2025 through June 30, 2026
City of Colfax Format

C:\Users\TPerez\OneDrive - Recology\Documents\

BASIC FORMULA

$$\text{COLA} = 0.1 \text{ Fixed Cost} + .45 \times (\text{ECI}_{v1} / \text{ECI}_{v0}) + .45 \times (\text{PPI}_{v1} / \text{PPI}_{v0})$$

Rounding: To 3 decimal places per basic agreement
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0.0010

CALCULATION 1:**Fixed / Non-escalating Costs****No index used**

Factor (per cent of total cost)	0.10
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Index: None

Index: None

Labor Cost

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

Factor (percent of total cost)	0.45
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Index:	4th Quarter 2024	170.000
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Base Index:	4th Quarter 2023	163.400
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Change in Index:		6.600
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0.040

Goods & Services

Producer Price Index for All Commodities (WPU00000000I)

Factor (percent of total cost)	0.45
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Index:	December 2024	253.590
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Base Index:	December 2023	249.892
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Change in Index:		3.698
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0.015

Calculation 1 =**1.0250****NET RATE CHANGE (percent)****2.50%**

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 Fiddymont 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 Fiddymont 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 CONTRACTOR
2.2.1 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:

$$\text{COLA} = 0.10 + 0.45 \times (\text{ECli}/\text{ECIO}) + 0.45 \times (\text{PPII}/\text{PPIO})$$

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

ECli = 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).

PPLi = The Producer Price Index, All Commodities, Not Seasonally Adjusted (Series ID: WPU000000000) 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: WPU000000000) 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 107(e) of the Comprehensive Environmental Response and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect and hold harmless and indemnify the City Indemnified Parties from liability. This

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

5.6.3 Proposition 218.

(a) Notwithstanding any other provision of this Agreement or Applicable Law, Contractor shall have no indemnity, defense or other obligation or liability to any City Indemnified Party with respect to, and City shall hold Contractor harmless against, any Claims arising out of, relating to or caused by City's alleged or actual failure to comply with Article XIII C or XIII D 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 XIII C or XIII D 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 XIII C or XIII D, then Contractor shall cease paying the Franchise Fee to the extent doing so would be inconsistent with Article XIII C or XIII D. 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 XIII C or XIII D 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.

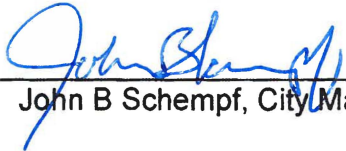
5.12.13 Successors and Assigns. Subject to the other terms and conditions herein, this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, administrators and trustees of the City and Contractor.

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 Contract have executed this Agreement this 14th day of July, 2016.


CITY OF COLFAX

By: 
John B Schempf, City Manager

APPROVED AS TO FORM:

By: 
Alfred Cabral, City Attorney

RECOLOGY AUBURN PLACER (Contractor)

By: 
Michael Sangiacomo
President and Chief Executive Officer

Recology
Reviewed by:

Legal

By: 
Cary Chen
Senior Vice President, General Counsel, Corporate 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%
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** 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

$$\text{COLA} = 0.1 \text{ Fixed Cost} + .45 \times (\text{ECli} / \text{ECIO}) + .45 \times (\text{PPII} / \text{PPIO})$$

Rounding: to 3 decimal places per basic agreement	0.0010
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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

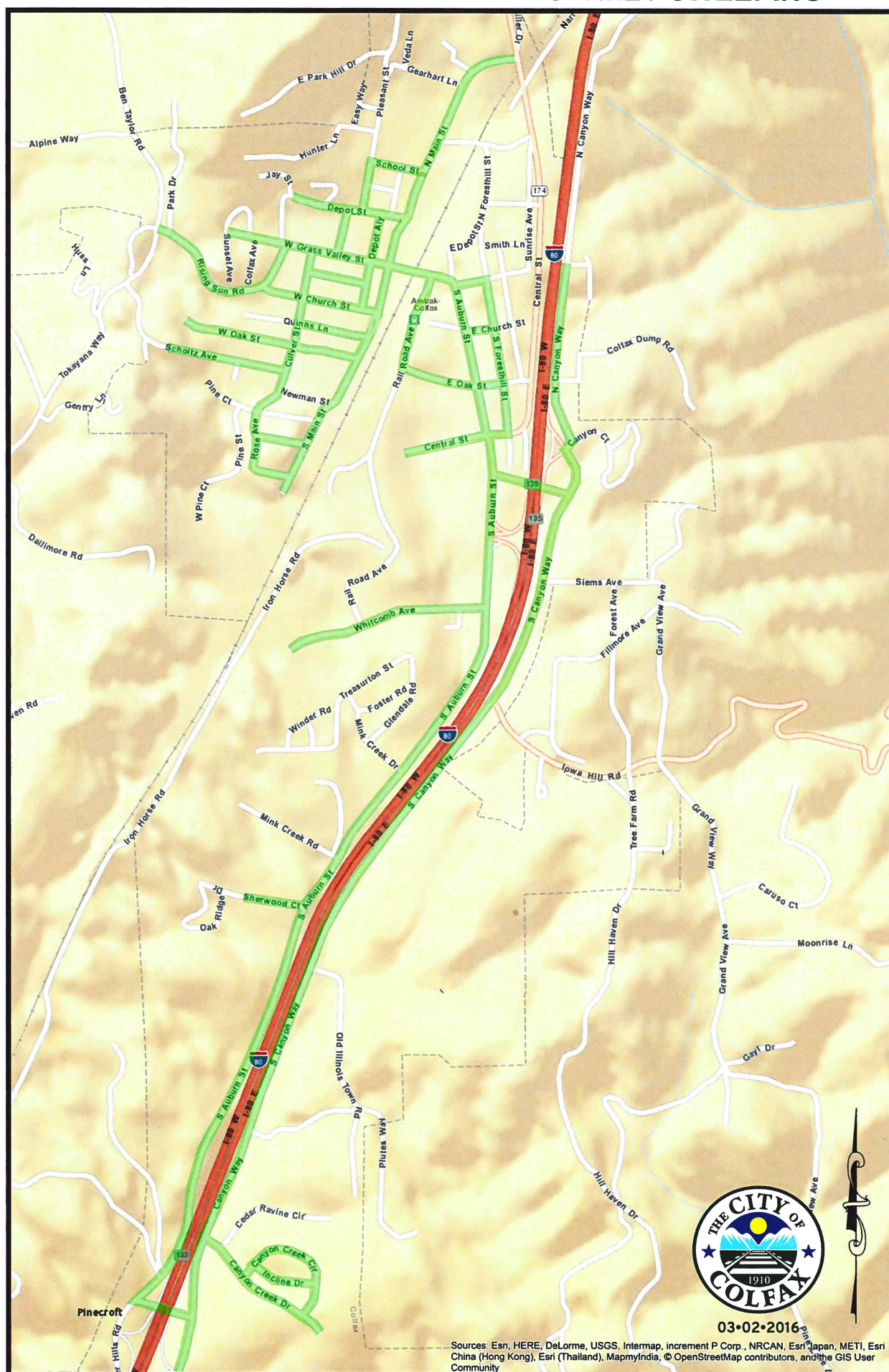
City Facilities:

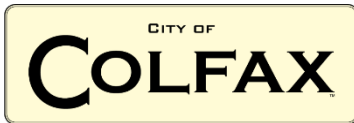
Address	Facility	Containers	Frequency
33 W. Church	Fire Station	2 cans	1x/week on Wed.
250 Rising Sun	Corp. Yard	6 yd bin	1x/week on Wed
250 Rising Sun	Corp. Yard	30 yd Green Waste	As needed
101 Park Hill Dr.	Baseball Field	4 yd bin	1x/week on Wed
23550 Grandview Way	WWTP	20 yd bin sludge	1x/week on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

EXHIBIT C - STREET SWEEPING





Staff Report to City Council

FOR THE APRIL 9, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: City Projects Report

Budget Impact Overview:

N/A:	Funded: √	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Review and Comment.

Summary/Background

The following is a list of projects, by department, that have either been completed or are in progress.

Week of – March 16-22, 2025

City Manager

- Met with Councilmen Douglass
- Met with Councilmen McCully
- Met with Jeremy Burch, from Local 39.
- Worked on Agreement with Sierra Property management – Digital Billboards
- Met with Shanna, City Administrative services Officer and Like Luken of 4Leaf to discuss Home Hardening/Defensible Space grant quarterly reporting.
- Observed the installation of new filters in North filter unit at the wastewater treatment plant.
- Reviewed the First Quarter 2025 Landfill-Gas Monitoring at Colfax Landfill Report, no issues cited.
- Attended Railroad Heritage Park meeting.
- Met with Kathy, our City Planner and Gordon to discuss Gordon's gym project.
- Agenda Preparation.

Planning

- Staff reports for 3/26/25 council meeting (annual progress report and historic inventory).
- Meeting with Gordan's Gym regarding status- need plans revised for Public Works. comments.
- Follow up tracking down short-term rental owners to provide notice of required STR permits.
- Follow up with the state to gain access to the reporting portal for the annual report for water efficient landscaping.

Maintenance Department

- Pothole repair training.
- Filled potholes on Canyon Way and South Auburn.
- Brush removal & tree trimming along South Main Street from Arber Park to Newman St.

Wastewater Treatment Plant/Sewer

- Installed new Membrane screens on both Disk filters. Amazing difference in effluent quality.
- Rental pump for lift station 5 Installed.
- Pond 3 pump has been changed out and the broken pump sent back to manufacturer.
- Clarifier issues have cleared up and is functioning properly.
- Normal operations.

Administrative Services

- Prepared a reimbursement request for CDBG - Fund 358. Discussed budget limits with Adams Ashby.
- Updated staff and CM on retention release status.
- Attended a 3-day course with the Accounting Technician learning how to procure the right Accounting Software for the City and the RFP language needed.
- Started the Accounting Software RFP document.
- Rescheduled/edited the Staff Reports for the Annual Administrative and Fiscal policy review to the 5/14/25 meeting.
- Initiated the employee handbook review with LCW - contract to follow.
- Investigated notice from RACO for LS 5 alarms. Updated contact information.
- Submitted debt to collection agency on behalf of the City.
- Prepared staffing offer letter.
- HR Personnel issue.
- Oversaw daily accounting functions including accounts payable, payroll, and cash receipts.

City Clerk

- Recorded Documents with Placer County Clerk Recorder.
- Scheduled a meeting with CivicPlus to discuss Agenda Management Software.
- Scheduled a meeting with Granicus to discuss Agenda Management Software.
- Finalized and distributed the Agenda for the March 26, 2025, City Council Meeting.
- Assisted in the Day-to-Day operations of City Hall.
- Continued working through the Contract log to check for completeness and up to date Certificates of Insurance.

Engineering

- Review & respond to daily emails.
- Inspect force main repair on Canyon, create DIR project for contractor labor compliance.
- Visit WWTP w/ Ron re: filter replacement and storm drainage.

- CDBG grant coordination.
- Attend PCTPA ATP meeting.
- Prepare downtown seating cost estimates including design fees.
- Coordinate w/ PG&E regarding WWTP solar connection and substation upgrades.
- Meet w/ owner and civil engineer for Gordon's Gym.
- Respond to complaints.
- Review encroachment permit applications.
- Attend staff meeting.

Building/Code Enforcement

- 29 Lincoln St.: Building not livable and in need of major repairs. Sewer later final inspection complete.
- Working with Carl on the development of our FOG program. Advising restaurants and car repair shops on a new program. Met with Pat at Winner Chevy to view their oil retention program. Dave Gard applied for the lateral and Carl to determine impact fee. Looking into adding a compliant bathroom. Temp ADA bathroom delivered. Issued business license for Workman auto glass.
- 7-11 sewer lateral: worked with Connor to help him respond to 7-11 legal counsel. 7-11 is now aware that the Property management and plumber sent them misinformation. The Plumber did come back and fixed repair job to the new cleanout.
- NID building on Whitcomb - TI design meetings w/ architect.
- 11 N. Main sewer smell. 14 N. Foresthill bad seal on sewer pump lid. Owner to replace.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. TOC granted them to open with conditions. Dangerous retaining wall blocked off.
- Plan reviews and inspections.
- 203/211 Grass Valley: Waiting for owner to break ground.
- Stairs and porch for 120 Pleasant has no work going on.
- 1225 Hwy 174 commercial building development. Waiting for the owner to correct BV comments.
- 416 Rubican SFD. Waiting for BV for review.
- Reviewed/Sent the BV comments to BV ARCO TESLA project.
- Met with Colfax storage owner and engineer to discuss new project and submitted new revised plans for us to review. Sent to BV for review.
- 54 W Oak St. sewer lateral. The owner decided not to pursue legal actions to allow his legal prescriptive right to repair his sewer on the neighbor's property.
- Worked on ADA compliance issues for the outdoor dining.

Week of March 23-29, 2025

City Manager

- Worked with Maintenance staff to install handicap ramp on North Main St.
- Met Erin Newington to discuss downtown revitalization.
- Prepare for Financial Services interviews.
- Met with Gordon Allen to discuss Gordon's gym project.
- Attended City Council meeting.
- Attended the Placer City and County Officials Association Dinner.
- Worked with City Maintenance team to relocate the Outdoor Dining Area on North Main Street.

Planning

- Submit city's Annual Progress Report and General Plan Annual Progress Report to the state
- Work on updating the zoning ordinance to expand definitions for uses referred to in the Zoning Code and for clarity. Long term work on special event and food truck amendments
- Waiting for new submittals from Gordan's Gym for Use Permit.
- Respond to zoning questions.
- Work with Amanda to post the Historic Inventory to the Planning Page and other edits to the website.

Maintenance Department

- Mowed, aerated, seeded, fertilized all parks.
- Went through irrigation at ballpark, depot, arbor park, and fixed 4 broken pvc lines underground and replaced 9 broken sprinklers at ball park, 4 at the depot and one at arbor.
- Met with Garard about a booster pump for the ballpark irrigation to get more coverage on the field.
- Picked up door for Roy Tom's bathroom.
- Moved outdoor dining area on Main St. over a spot and a half. Anchored ramp, trash can and filled the cinder blocks with cement.

Wastewater Treatment Plant/Sewer

- Running belt press all week to reduce solids in the system.
- Plant started to bring water back from the holding ponds for processing.
- AJ from the city maintenance department started working at the Wastewater Treatment System this week.
- Disk filter system is working amazingly after the new screens were installed.

Administrative Services

- Submitted reimbursement for WWTP construction grant 575 - Small request of \$90K; however, this is the last reimbursement the State is scheduled to pay out this fiscal year. All submissions after 3/31/25 will be paid after 7/1/25. I am still accumulating soft costs and construction costs that are over the budget and are not eligible for reimbursement until the project is complete and we submit the *final* request.
- Human Resource activities.
- Followed up with LCW regarding the Employee Handbook overhaul. This project will be kicking off soon with a final draft expected by 6/30/25 with efforts billed monthly. I will start requesting loss grant funds as soon as invoices are available.
- Followed up with Nationwide regarding our 457b to ensure it is set up appropriately for recent changes.
- Reviewed capital assets through 3/25/25 - Downloaded report from general ledger and reviewed every transaction over \$5k to ensure it was processed appropriately.
- Continued work on RFP for accounting software.
- Attended Financial Services Interviews.
- Reviewed budget vs. actual reports and sent to all department heads for review.
- Confirmed reporting information for SB1383 fund 290 with R3.
- Attended SCORE Board meeting in Anderson. - Rates are going up.
- Oversaw daily accounting including accounts payable, cash receipts and utility billing.

City Clerk

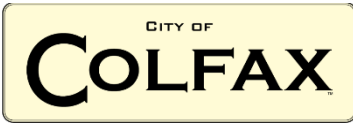
- Met with a representative from CivicPlus – scheduled a demonstration of Agenda Management and quote for April 14th.
- Met with Granicus for a demonstration of their Agenda Management system.
- Continued working through the Contract log.
- Started the codification process for the recently adopted ordinances.
- Booked two training sessions for California City Clerks Region 2.

Engineering

- Review & respond to daily emails
- Finance consultant interviews
- Downtown seating coordination and meet with BV CASp staff
- Empire Self Storage plan review
- Attend AMTRAK meeting re: new platform
- Attend city council meeting
- Respond to complaints
- Review encroachment permit applications

Building/Code Enforcement

- 29 Lincoln St.: Building not livable and in need of major repairs. Building improvements under way.
- Working with Carl on the development of our FOG program.
- Dave Gard applied for the sewer lateral. Looking into adding a compliant bathroom. Temp ADA bathroom delivered.
- 7-11 sewer lateral: Met with Connor, 7-11 legal counsel, Property management and Carl via zoom. They still believe their misinformation from property management. They agreed to finish the video inspection.
- NID building on Whitcomb - TI design meetings w/ architect.
- 11 N. Main sewer smell. 14 N. Foresthill bad seal on sewer pump lid. Owner to replace before it gets hot.
- 333 Canyon – TI for Sierra Animal Clinic. ADA parking to begin work. TOC granted them to open with conditions. Dangerous retaining wall blocked off. No repair work has started yet.
- Plan reviews and inspections.
- 203/211 Grass Valley: Waiting for owner to break ground.
- Stairs and porch for 120 Pleasant has no work going on.
- 1225 Hwy 174 commercial building development. The applicant had us verify we had all the documents that they sent. We verified.
- 416 Rubican SFD. Waiting for the applicant to correct BV's 2nd review.
- Reviewed/Sent the BV 2nd comments to ARCO TESLA project.
- Colfax storage owner sent BV 2nd comments. Waiting for a response.
- 54 W. Oak St. sewer lateral. The owner decided not to pursue legal actions to allow his legal prescriptive right to repair his sewer on the neighbor's property.
- Worked on ADA compliance issues for the outdoor dining. Met with CASP inspectors from BV.



Staff Report to City Council

FOR THE APRIL 9, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Amanda Ahre, City Clerk
Subject: Council Committee Assignments

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Discuss and approve Amended City Council Committee Assignments for 2025.

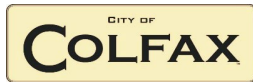
Summary/Background

Each year the Mayor recommends assignments for Council Members, staff or the public to serve on the boards of local agencies, advisory boards, and committees within the surrounding area. Generally, Council Members request their assignments and develop expertise to represent the City to improve resources or influence within the region.

Council previously approved the attached Committee Assignments at the February 12, 2025, however it was brought to the attention of Staff that the current appointments to the Bianchini Advisory Board are not in alignment with the amended Bianchini Community Trust Agreement. The Mayor's suggestions to serve a 1 year term on the Bianchini Advisory Board are Kim Douglass and Caroline McCully.

Attachments:

1. 2025 Council Committee Assignments
2. Bianchini Community Trust


2025 Committee Assignment List – Adopted 2/12/2025 – Proposed Changes Highlighted in yellow

External Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Economic Development Board (PCEDB)	Larry Hillberg Alt: Kim Douglass	11:30AM 3rd Thursday 4x/yr Jan/Apr/July/Sept	Auburn City Hall, 1225 Lincoln Way Room 10 and via ZOOM	No Stipend
Weimar, Applegate, Colfax/Municipal Advisory Council (WAC/MAC)	Larry Hillberg Alt: Kim Douglass	6:00PM 3rd Wednesday every other month - Jan/Mar/ay/July/Sept/Nov	Colfax City Hall	No Stipend
Sacramento Area Council of Governments (SACOG) Board of Directors	Caroline McCully Alt: Trinity Burruss	9:30AM 3rd Thursday	Currently Zoom / then 1415 L. Street, Suite 300 Sacramento	\$100 Stipend
Placer County Air Pollution Control District (PCAPCD)	Caroline McCully Alt: Kim Douglass	2:30PM 2nd Thursday 6x/yr	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Placer Mosquito & Vector Control District (PMVCD)	Will Stockwin Alt. Larry Hillberg	4:30PM 3rd Monday / Every Month	2021 Opportunity Dr Roseville	\$100 Stipend
Project Go	Kim Douglass Alt. Sean Lomen	5:30PM 3rd Thursday	801 Vernon St Roseville	No Stipend
Placer County Transportation Planning Agency (PCTPA)	Trinity Burruss Alt: Sean Lomen Caroline McCully	9:00AM 4th Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Local Agency Formation Commission	Sean Lomen	4:00PM 2nd Wednesday / Every Month	BOS Chambers 175 Fulweiler Ave Auburn	\$100 Stipend
Solid Waste Task Force	Ron Walker Alt: Sean Lomen	9:00AM 1st Thursday 4x/yr Feb/May/Aug/Nov	CRDC Cypress Room, 2091 County Center Dr, Suite 170, Auburn	No Stipend
Placer Sierra Fire Safe Council	Sean Lomen Alt: Kim Douglass	6:00PM 4th Thursday / Every Month	City of Colfax Council Chambers Location TBD	No Stipend

2025 Committee Assignment List

External Board/Committee (Continued)	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Placer County Selection Committee	Mayor	Yearly		No Stipend
League of California Cities Sacramento Valley Division Liaison	Kim Douglass Alt: Sean Lomen	1st Meeting May 16, 2025* in person in Yreka 4x/yr Additional Meetings TBD		No Stipend
Mountain Counties Air Basin Control Council	Caroline McCully	Once or Twice a year Meetings are held Via Zoom	Zoom	No Stipend
Bianchini Advisory Board	Kim Douglass Caroline McCully			No Stipend
Sierra Vista Community Center Liaison	Larry Hillberg Alt: Sean Lomen	6:00pm 3rd Wednesday	Community Center	No Stipend
Colfax Schools Liaison	Trinity Burruss Alt: Sean Lomen			No Stipend
Pioneer Community Energy	Sean Lomen Alt: Kim Douglass	3:00PM 3rd Thursday	2510 Warren Drive, Suite B Rocklin, CA 95677	No Stipend
Placer County Flood Control and Water Conservation District (Board of Directors)	Sean Lomen Alt: Caroline McCully	2nd Monday Monthly 4:00pm	Rocklin City Council Chambers 390 Rocklin Rd.	\$100 Stipend
Placer Regional Homelessness Action Plan Ad hoc	Sean Lomen Kim Douglass	As Needed		
Internal Board/Committee	Colfax Representative	Meeting Information	Meeting Location	Reimbursement/ Stipend
Colfax Bike Park	Kim Douglass Open	As Needed	To Be Determined	No Stipend
Colfax Skate Park	Sean Lomen Caroline McCully	As Needed	To Be Determined	No Stipend
Emergency Services	Sean Lomen Trinity Burruss	As Needed	To Be Determined	No Stipend
Council Policy Ad hoc	Caroline McCully Trinity Burruss	As Needed	To Be Determined	No Stipend
Youth Commission Selection Committee	Larry Hillberg Kim Douglass 2-Elementary Teachers 2-High School Teachers	TBD	City Hall, Colfax Elementary, Colfax High School	No Stipend
Colfax Youth Commission	5 Students (3-High Schoolers, 2 Sixth- Eighth Graders)	Once per month	Colfax Elementary School	TBD

Private Development Service Fees Ad Hoc Committee	Trinity Burruss Kim Douglass	Once per month	To Be Determined	TBD
Revitalization of Historic Downtown Colfax Ad Hoc Committee	Sean Lomen Larry Hillberg	As Needed	To Be Determined	TBD
Shady Glen Sewer Integration Project	Sean Lomen Caroline McCully	As Needed	To Be Determined	TBD
Caboose Relocation Ad Hoc	Caroline McCully Larry Hillberg	As Needed	To Be Determined	TBD

CARL BIANCHINI COMMUNITY TRUST

THE SIERRA VISTA CENTER, (SVC), a California non-profit corporation, hereinafter referred to as the trustee", hereby creates the CARL BIANCHINI COMMUNITY TRUST (CBCT)

The trustee of the CARL BIANCHINI COMMUNITY TRUST shall be the SVC. The assets of the trust shall be all monies, property (real and personal), bequeathed to the City of Colfax by Carl Bianchini and designated for administration pursuant to this trust document. The Beneficiaries of this trust shall be a class of persons consisting of residents of the City of Colfax.

The trust assets shall be held, administered, and distributed by the trustee solely as provided in this declaration of trust.

ARTICLE I

RIGHTS RESERVED TO TRUSTOR

Section 1.01. Irrevocable: This trust shall be irrevocable. The trust may be amended only as provided in Section 4.06.

ARTICLE II

ADMINISTRATION OF TRUST

Section 2.01. Introduction: The Trustee shall hold, administer and distribute earnings of the trust pursuant to this Article.

Section 2.02. Advisory Board: To ensure continuity of the trust and remove politics, to the extent possible, from decision making, the Trustee shall administer the trust as follows:

- (a) An advisory board known as the "Bianchini Board" shall be established. Fred and Virginia Claus may serve as life-time voting members. This board will be

comprised of seven (7) additional members. One member of the Colfax High School Student Body shall be selected annually by the Colfax High School faculty. Two members shall be appointed from the Colfax City Council by the Colfax City Council. The remaining four (4) members shall be selected by majority vote of the SVC Board of Directors. A minimum of two of the four appointed by SVC must reside in the city of Colfax. The term of office will be three (3) years except for the student member and City Council members.

The initial terms shall be as follows:

- High school student for one year;
- Two members for one year (one will be a City Council member);
- Two members for two years (one will be a City Council member); and
- Two members for three years.

Members selected must be California residents, have an interest in the affairs of the community, serve without remuneration, and be possessed of good character and integrity. SVC Board of Directors members may not act as Bianchini Board members during their term of office or within six months of leaving office. Bianchini Board members shall not serve more than three (3) consecutive terms.

- (b) The Bianchini ("Board") shall make periodic recommendations for expenditure of the

earnings generated¹ from the principal of the CBCT Trust to the SVC Board of Directors, at a regularly scheduled meeting. Said recommendations shall be approved by a majority vote of the SVC Board of Directors. The SVC Board of Directors may not disburse funds without the Bianchini Board's recommendation. However, the SVC, by majority vote, may propose projects for consideration of the Board.

- (c) The Bianchini Board shall meet at least once every month. Said meeting shall be noticed and open to the public in compliance with The Ralph M. Brown Act, California Government Code, Section 54950 et seq.² The Bianchini Board shall be governed by relevant California state Ethics and Conflict of Interest guidelines.
- (d) If a member of the Bianchini Board is absent from three (3) successive meetings without cause, the office shall be deemed vacant and the term of such member terminated. The appropriate appointing body³ shall appoint another member to the remaining unexpired term of said member.

Section 2.03. Use of Trust Assets: The earnings generated shall, in the reasonable discretion of the trustee, be used for any of the following purposes:

- (a) The purchase, acquisition, development, improvement, maintenance, or preservation of a community center for the benefit of the residents of Colfax; or
- (b) The purchase, acquisition, development, improvement, maintenance, or preservation

¹ "Earnings Generated" is defined as ninety-five percent (95%) of the annual interest on principal.

² The Ralph M. Brown Act incorporated herein by reference as fully stated.

³ "Appointing Body" is defined as that entity, initially appointing the member.

of a community facility or service, including, but not limited to, a park site, playground site, museum, senior citizens center, or youth center in the City of Colfax; or

- (c) Any lawful purpose of benefit to the residents of Colfax ” with emphasis on the youth and elderly.

ARTICLE III

OFFICE OF TRUSTEE

Section 3.01. Nomination of Trustee for SVC Trust: The SVC Board shall act as trustee of the trust created herein as provided in Article II.

Section 3.02. Waiver of Bond: The Trustee shall not be required to post bond or security.

Section 3.03. Exculpatory Clause: The trustee shall not be liable to any person interested in this trust for any act or default unless it results from the trustee's bad faith, willful misconduct or gross negligence.

Section 3.04. Retain or Abandon Property: The trustee shall have the power to continue to hold any property, or abandon any property the trustee receives or acquires.

Section 3.05. Unproductive Property: The trustee shall have the power to retain, purchase or otherwise acquire unproductive property.

Section 3.06. Sell Exchange, Repair: The trustee shall have the power to manage, control, grant options on, sell (for cash or on deferred payments, with or without security), convey, exchange, partition, divide, improve and repair trust property.

Section 3.07. Lease: The trustee shall have the power to lease trust property for terms within or beyond the terms of the trust and for any purpose, including exploration for and removal

of gas, oil, and other minerals, and to enter into community oil leases, pooling and utilization agreements.

Section 3.08. Investment-General Power: The trustee shall have the power to invest and reinvest the trust estate in every kind of property, real, personal or mixed, and investments within SVC's Investment Policy Statement as approved by the City Council of the City of Colfax.

Section 3.09. Payment of Trust Expenses: The trustee shall have the authority to pay all costs, charges and expenses of the trust estate and to employ and compensate from the trust estate such agents, assistants and attorneys as in the trustee's judgment shall be necessary to protect and manage the trust property. However, such expenses shall not exceed the earnings generated as that term is defined herein.

Section 3.10. Insurance: The trustee shall have the power to carry, at the expense of the trust, insurance of such kinds and in such amounts as the trustee deems advisable to protect the trust estate against any damage or loss and to protect the trustee against liability with respect to third parties.

Section 3.11. Authority to Borrow and Encumber: The trustee shall have the power to borrow money for any trust purpose, upon such terms and conditions as the trustee may deem proper, to obligate the trust estate for repayment and to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedure to consummate the transaction as the trustee may deem advisable. In addition to the power to encumber property for a loan being made to the trust, the trustee is specifically authorized and empowered to obligate, hypothecate, and encumber the estate by mortgage, deed of trust, pledge or otherwise, of whatever form the trustee deems appropriate. Such power may not be exercised without a 2/3 vote of the full Board

of directors of SVC and 2/3 of the full Bianchini Board.

Section 3.12. Private Accounting: The trustee shall periodically, but not less frequently than once each year, render an account of its administration of the trust under this declaration of trust. Said accounting shall be presented at a regularly scheduled meeting of the City Council of the City of Colfax.

Section 3.13. Commence or Defend Litigation: The trustee may commence or defend such litigation with respect to the trust or any property of the trust estate as the trustee may deem advisable at the expense of the trust.

Section 3.14. Compromise Claims: The trustee may compromise or otherwise adjust any claims or litigation against or in favor of the trust.

Section 3.15. Principal and Income - Act Governs: The trustee shall determine all matters with respect to what is principal and income of the trust estate and the apportionment and allocation of the estate and the apportionment and allocation of the receipts and expenses between these accounts by the provisions of the California Revised Uniform Principal and Income Act, codified at Probate Code Section 16300 et seq., from time to time existing. When this trust document or such Act does not provide, the trustee, in the trustee's reasonable discretion, shall determine the characterization.

Section 3.16. Retain Principal: The trustee shall retain the principal of this trust and allocate only the earnings generated of this trust in carrying out the trust purposes.

Section 3.17. Transfer Real Property: The transfer of any real property of this trust shall require the approval of a 2/3's vote of the Bianchini Board and 2/3's vote of the SVC Board.

Section 3.18. Public Meeting: SVC Board of Directors shall comply with all requirements

of the Ralph M. Brown Acts codified at Government Code Section 54900 et seq., at any meeting in which this Trust is to be discussed. Failure to comply with this provision renders any and all acts of SVC Board of Directors related to this Trust null and void.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01. Applicable Law: The trust created by this declaration has been accepted by the trustee in the State of California, will be administered by the trustee in California, and the validity, construction and all rights under this declaration shall be governed by the laws of the State of California.

Section 4.02. Number and Gender: As used herein, the masculine, feminine and neuter gender, and the plural and singular number shall each be deemed to include the other when the context so indicates.

Section 4.03. Partial Invalidity: If any provision of this declaration of trust is void, invalid or unenforceable, the remaining provisions shall nevertheless be valid and carried into effect. If any trust herein established exceeds the longest permissible period, it shall persist for the longest period permissible then terminate.

Section 4.04. Headings: The headings in this declaration are inserted for convenience of reference and are not to be considered in the construction of the provisions hereof.

Section 4.05. Trustee: Wherever in this document "trustee" is used, it means the Sierra Vista Center Board of Directors acting pursuant to this declaration and includes the Bianchini Board when acting pursuant to the powers delegated herein.

Section 4.06. Amendment: Any amendment of this declaration requires a 2/3rds vote of

the full SVC Board of Directors and a 2/3rd vote of the full Bianchini board. An Amendment which allows SVC to invade principal shall be subject to public hearing on at least 72 hours notice to the public.

Section 4.07. Compensation: No principal or interest, or earnings generated may be used to compensate members of The Board of Directors of SVC or any other board or agent unless specifically authorized herein. Compensation is defined as including the reimbursement of expenses associated with the duties of such Board members.

Section 4.08. Termination: Should this Trust terminate for any reason the corpus of the Trust and all funds and property contained therein shall revert to the City of Colfax.

Section 4.09. Conflicts of Interest: All Bianchini and SVC Board members are subject to the guidelines regarding conflict of interest as set forth in the Political Reform Act. A violation of such Act shall be grounds for removal of such member or members. In the case that either the SVC or the Board fails to remove such member, the City Council shall have the right to remove the member after a properly noticed public hearing.

Section 4.10. Indemnity: SVC shall indemnify and hold harmless the City of Colfax, the City Council members, City Agents, employees, consultants, and attorneys from any and all liabilities arising from the transfer of any monies and property from the City to SVC and/or the administration of this Trust.

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Section 4.11. Violations: Any material violation of this agreement, as otherwise determined by binding arbitration, if mutually agreed upon by the parties, or by a court of competent jurisdiction in the State of California, may result in a reversion of all trust assets to the City of Colfax.

EXECUTED on March 10, 2001, at Colfax, California.

SIERRA VISTA CENTER

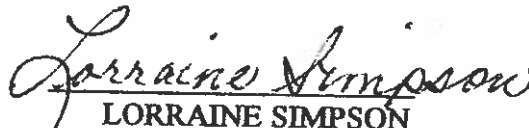
Trustee

By



LYNN FONTANA

President


LORRAINE SIMPSON
Secretary

AMENDMENT TO CARL BIANCHINI COMMUNITY TRUST

The Bianchini Advisory Board and the Sierra Vista Center Inc. Board amend the Bianchini Community Trust as follows:

1. Page one paragraph two, final sentence shall be :

The Beneficiaries of this trust shall consist of a class of persons who are 1) Residents of the City of Colfax, and/or 2) Sponsors of programs with a 95713 zip code, and/or 3) participating in programs which will be held within the City of Colfax.

2. Section 2.02(a) shall be:

City Council appointments to the Bianchini Advisory Board shall be of a term of one year.

3. Section 2.02(c) shall be:

The Bianchini Advisory Board meetings shall occur every other month, beginning in January 2008 (six meetings a year).

EXECUTED on January 28, 2008, at Colfax, California

SIERRA VISTA CENTER
Trustee

By Caroline Hickson
CAROLINE HICKSON
President

BIANCHINI ADVISORY BOARD
officer

By Jim Albright
JIM ALBRIGHT
Vice President

AMENDMENT #2 TO THE CARL BIANCHINI COMMUNITY TRUST

This Amendment #2 to the Carl Bianchini Community Trust is made with reference to the following facts:

- A. The Carl Bianchini Community Trust (the "Trust") was established and executed March 6, 2001.
- B. Amendment #1 to the Trust was executed and effective January 28, 2008. The Trust has not been otherwise amended or modified.
- C. Sierra Vista Center, Inc., a California non-profit corporation ("SVC"), is the Trustee of the Trust.
- D. And advisory board known as the Bianchini Board was established by Article II of the Trust.
- E. Section 4.06 of the Trust requires any amendment of the Trust to be approved by a 2/3 vote of the full SVC Board of Directors and a 2/3 vote of the full Bianchini Board and further requires an amendment which allows SVC to invade Trust principal to be subject to public hearing on at least 72 hour notice to the public.
- F. The powers of the Trustee under the Trust do not include the right to invade or expend Trust principal.
- G. SVC and the Bianchini Board have found and determined that allowing Trust principal to be invaded and spent under the terms and conditions of this Amendment #2 is in the best interests of the intended beneficiaries of the Trust, will facilitate fulfillment of the purposes of the Trust and will benefit the City of Colfax and residents within the 95713 zip code.

NOW, THEREFORE, THE SVC BOARD OF DIRECTORS AND THE BIANCHINI BOARD HEREBY APPROVE THE FOLLOWING AMENDMENTS TO THE TRUST.

- 1. Section 3.16 of the Trust is amended to read "With the exception of Trust principal that is duly invaded and properly spent as allowed by section 4.12 of this Trust, the Trustee shall retain the principal of this Trust and allocate only earnings generated of this Trust in carrying out the Trust purposes.
- 2. Section 4.12 is added to the Trust as follows:
 - (a) With prior approval by a 2/3 vote of the full SVC Board of Directors and a 2/3 vote of the full Bianchini Board, the Trustee may invade and expend principal of the Trust with a one-time disbursement of principal in the amount of \$100,000 from Trust cash to SVC Trustee checking account as hereinafter provided.

(b) Approval of this amendment is given to the Trustee the right to invade and expend Trust principal to a limit of \$100,000. SVC shall maintain records the exact dollar expenditures and invoices paid from Trust principal and records of expenditure be made available to the public on request. The purpose of any expenditure made from this principal disbursement must fall within the provisions of Trust Section 2.03 (a) regarding use of Trust funds.

(c) The Trustee may not further invade or expend Trust principal without the prior approval by a 2/3 vote of the full SVC Board of Directors and a 2/3 vote of the full Bianchini Board when approving the expenditure.

EXECUTED on _____, 2015 at Colfax, California

Sierra Vista Center, Inc., a California Corporation

By:

Its: President

By:

Its: Secretary

The foregoing Amendment #2 was approved by the following votes"

Sierra Vista Center.

Ayes

Noes

Abstain

Absent

Bianchini Board

Ayes 6

Noes

Abstain

Absent 3



Staff Report to City Council

FOR THE APRIL 9, 2024 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Amanda Ahre, City Clerk
Subject: Proclamation of April 2025 as Arts, Culture, and Creativity Month in Colfax

Budget Impact Overview:

N/A: X	Funded:	Un-funded:	Amount:	Fund(s):
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RECOMMENDED ACTION: Adopt a proclamation declaring the month of April 2025 as Arts, Culture, and Creativity Month in Colfax.

Summary/Background

In 2019, California for the Arts successfully campaigned for the State to recognize and celebrate the arts by declaring April as Arts, Culture, and Creativity month through a concurrent resolution passed in the California Senate. Locally, Colfax has always supported artistic and cultural initiatives, from public art projects to performances and exhibitions. In the spirit of continuing this legacy and recognizing the profound impact the arts have on our community's vitality, the declaration of April 2025 as **Arts, Culture, and Creativity Month** will further celebrate Colfax's rich cultural heritage and foster new opportunities for creative expression.

Conclusions and Findings

Proclaiming April 2025 as Arts, Culture, and Creativity Month will allow Colfax to celebrate and elevate its creative community, provide opportunities for public engagement with the arts, and strengthen Colfax's identity as a place where creativity and culture thrive. It is a powerful way to connect residents with the artistic spirit that makes our city unique while promoting the many benefits of creativity to all sectors of society.

It is therefore recommended that the City Council adopt the proposed proclamation, recognizing the month of April 2025 as Arts, Culture, and Creativity Month in Colfax.

Fiscal Impacts

There is no immediate fiscal impact associated with proclaiming April 2025 as Arts, Culture, and Creativity Month.

Attachments:

1. Arts, Culture, and Creativity Month Proclamation
2. SCR No. 33



Proclamation

WHEREAS, the month of April is the 7th annual California Arts, Culture and Creativity Month – a statewide celebration first established by the California legislature in 2019; and,

WHEREAS, art in its many forms – visual, musical, literary, and performing – enriches the human experience, broadens our understanding; and,

WHEREAS, the Arts & Economic Prosperity “6” study by the Americans for the Arts found an economic impact of the arts in Placer County of over \$26 million dollars; and,

WHEREAS, California Arts Month has become a time to honor how local artists, culture and creative activities contribute to the quality of life in our community; and,

WHEREAS, the City of Colfax, a town rich in history, has always valued the arts as an essential part of our community, from local art exhibitions, performances, public murals, and craft fairs; and,

NOW THEREFORE, the City of Colfax City Council formally proclaims **April 2025** as **Arts, Culture & Creativity Month** in the City of Colfax. We encourage all residents to take part in celebrating the arts, attend local art events, support local artists, and appreciate the creativity that makes Colfax a special place to live, work, and visit.

Signed this 9th day of April, 2025

Sean Lomen, Mayor

Caroline McCully, Mayor Pro Tem

Trinity Burruss, Councilmember

Kim Douglass, Councilmember

Larry Hillberg, Councilmember



Senate Concurrent Resolution No. 33

RESOLUTION CHAPTER 49

Senate Concurrent Resolution No. 33—Relative to Arts, Culture, and Creativity Month.

[Filed with Secretary of State May 2, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

SCR 33, Allen. Arts, Culture, and Creativity Month.

This measure would designate April 2019, and every April thereafter, as Arts, Culture, and Creativity Month.

WHEREAS, Arts are not only an impressive and important agent for economic development, but also impact societal issues that include health, corrections, housing, immigration, veterans, transportation and education; and

WHEREAS, It is imperative for all children and youth in the state to have access to arts education in their schools; and

WHEREAS, California is the fifth largest economy in the world, with a creative economy totaling \$407.1 billion in 2017; and

WHEREAS, California employs a higher number of people in creative industries, such as architecture, entertainment, fashion, media, and publishing, than any other state in the nation, according to the 2018 Otis Report on the Creative Economy of California; and

WHEREAS, In a state as diverse as California, the arts serve to give voice to our many communities, spark individual creativity, foster empathy and understanding, spur civic engagement, and serve as a continual source of personal enrichment, inspiration, and growth; and

WHEREAS, State support for the arts, arts education, and cultural institutions is crucial in order to achieve equitable access to the arts throughout California; now, therefore, be it

Resolved by the Senate of the State of California, the Assembly thereof concurring, That the Legislature recognizes April 2019, as a significant time to recognize and celebrate the arts, culture, and creativity of all Californians; and be it further

Resolved, That the Legislature designates April 2019, and every April thereafter, as Arts, Culture, and Creativity Month; and be it further

Resolved, That the Secretary of the Senate transmit copies of this resolution to the author for appropriate distribution.

O



Staff Report to City Council

FOR THE April 9, 2025 REGULAR CITY COUNCIL MEETING

From: Ron Walker, City Manager
Prepared by: Ron Walker, City Manager
Subject: Discuss the temporary improvements for final consideration prior to beginning installation of long-term equipment - Outdoor Dining Area – North Main St.

Budget Impact Overview:

N/A:	Funded: X	Un-funded:	Amount:	Fund(s): 100
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RECOMMENDED ACTION: Discuss and give direction.

Summary/Background

During the Covid pandemic two outdoor dining areas were put in place because indoor dining had been prohibited. One was located outside the Railhead and the other was located in front of Grandma Cs. The area in front of the Railhead has been removed, but the outdoor dining area in front of the business formally known as Grandma Cs, now the location of Snapdragon Provisions & Bloomin' Mountain Flower shop remains and is in need of a complete makeover.

During the 2024 City budget meetings, the city council allocated \$25,000 for new fencing with the understanding that the remaining outdoor dining area is temporary until the city can find funding for the Downtown Connectivity Plan which calls for shifting parking and the road center line of North Main Street to provide gathering space along business frontage, adding a roundabout on the North end of the historic downtown area, and relocating the Caboose to the grass area next to the museum.

Caroline McCully, President Railroad Days non-profit was successful in obtaining a \$10,000 grant from Union Pacific to help rehabilitate the remaining outdoor dining area.

On March 8th, the City held a workshop to discuss the Outdoor Dining Area configuration, fencing, tables. At tonight's meeting the City Council will take additional input from community members and give directions to staff for completion of the temporary outdoor dining area.

At the March 12, 2025 City Council meeting, the City Engineer was given direction to put together a high-level cost estimate of the two proposed design (raised and street level) and drawings for the next Council Meeting. The City Council directed the City Manager to get quotes and order fencing, and to work with Caroline McCully, President of Railroad Days for the purchasing of tables.

At the March 26, 2025 city Council meeting, staff was directed to move the existing space to the North 1.5 parking spaces, clean up the fencing, and order umbrellas. Two local business owners have decided to order and pay for umbrellas. After moving the existing space, and cleaning up the fencing, the city received an anonymous donation of wood rails, post, bricks, and concrete to assemble another temporary outdoor dining area in the area of the Wrecking Crew Bakery. This temporary area was assembled April 3 & 4, 2025.

On April 3, city staff held a meeting with a Landscape Architecture firm to help with design and ADA requirements. City staff expects to have a proposal within a week. City staff also held a meeting with Phil Deak to update renderings for the two locations. Phil indicated it may take a few weeks for him to complete the task.

In addition to hiring an architect with ADA expertise to design the two areas, the city will need to have a survey of the areas performed, and improvement plans developed.