SUTTER CREEK
JEWEL OF THE MOTHER LODE

CITY COUNCIL A G E N D A
MONDAY, FEBRUARY 6, 2023
6:30 P.M. Closed Session
7:00 P.M. Regular Session
33 Church Street, Sutter Creek CA 95685
The Agenda can be found on the City's Website: www.cityofsuttercreek.org

THE CITY OF SUTTER CREEK CITY COUNCIL MEETING WILL BE AVAILABLE VIA ZOOM AND IN PERSON.
Join Zoom Meeting
https://us02web.zoom.us/j/9568520224
or
Dial by phone:
301-715-8592
Meeting ID: 956 852 0224

Public comment will be accepted by email at info@cityofsuttercreek.org. All emails must be received prior to the start of the meeting.

Unless stated otherwise on the agenda, every item on the agenda is exempt from review under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

6:30 P.M. **1.** **CLOSED SESSION**
A. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957
Public Employment: Interim City Manager

7:00 P.M. **2.** **CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**

3. **PLEDGE OF ALLEGIANCE TO THE FLAG**

4. **REPORT FROM CLOSED SESSION**

5. **PUBLIC FORUM**
At this time, the public is permitted to address the City Council on items not appearing on the agenda. Comments may not exceed 5 minutes. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The City Council may respond to statements made

or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the City Council may discuss and/or take action on items not appearing on the agenda are contained in Government Code §54954.2.

Public comment on any item listed below shall be limited to five minutes, unless additional time is permitted by the Mayor/Council.

6. PRESENTATIONS- *None.*

7. INFORMATION/CORRESPONDENCE
*   A. Letter to Amador County Unified School District from ACTC regarding school consolidation plan.
     Recommendation: For information only.

*   B. Water Analysis of City Parks
     Recommendation: For information only.

8. MAYOR AND COUNCIL MEMBER REPORTS
This section is to provide Council members an opportunity to present updates on their activities and to request items be placed on future agendas.

9. CONSENT AGENDA
Items listed on the consent agenda are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of Council or the Public.

*   A. City Council Minutes of January 6, 2023, January 17, 2023 and February 2, 2023.
     Recommendation: By motion approve minutes as presented.

*   B. Warrants
     Recommendation: By motion approve warrants as presented.

*   C. Adopt Resolution 22-23-* Authorizing the Execution of an Amended and Restated Franchise Agreement with ACES Waste Services, Inc. for Solid-Waste Collection Services Within City Limits, providing for the grant of an exclusive franchise through December 31, 2037, with an option for one five-year extension; find that the adoption of the Amended and Restated Agreement is not a project under the California Environmental Quality Act per 14 Cal. Code Regs. § 15378(b)(2) and (5)),or that if the approval is a project, there will be no possibility of an environmental impact associated with approval (14 Cal. Code Regs., § 15061(b)(3)

10. ORDINANCES & PUBLIC HEARINGS
*   A. Waive the second reading and enact Ordinance No.____ Amending Sections 15.04.10 and 15.04.030 of the Sutter Creek Municipal Code adopting and amending the 2022 California Building Standards Code and other Uniform Codes.

11. **ADMINISTRATIVE AGENDA**
    A. 2023 Storm Damage Repairs for Gold Strike Court and Old Eureka Road
       Recommendation: Direct staff on how to proceed with storm damage repairs based on City Engineer's recommendations.

12. **FUTURE AGENDA ITEMS**
    This section provides an opportunity for Council members to request items to be added to the agenda in the future with a majority Council vote.

13. **CITY ATTORNEY'S REPORT**
    This section is an opportunity to provide Council members with a brief status update on legal affairs concerning the City and other pertinent issues surrounding legal matters. No action is expected to be taken by the Council.

14. **CITY MANAGER'S REPORT**
    This section is an opportunity to provide Council members with a brief status update on staff activities. No action is expected to be taken by the Council.

15. **ADJOURNMENT**

The next regularly scheduled meeting is TUESDAY, February 21st at 7:00 P.M

KRONICK

MONA G. EBRAHIMI
mebrahimi@kmtg.com

January 23, 2023

<u>**VIA E-MAIL AND U.S. MAIL**</u>

Julia Burns, President (julia.burns@acusd.org)
Jim Whitaker, Clerk (jwhitaker@acusd.org)
James Marzano, Trustee (james.f.marzano@acusd.org)
Kayla Rae Parker, Trustee (kayla.parker@acusd.org)
Shane Crowe, Trustee (shane.crowe@acusd.org)
Amador County & Unified School District - District Office
217 Rex Avenue
Jackson, CA 95642

Re: Amador Consolidated High School Plan - CEQA Compliance, Brown Act Compliance

Dear Board of Trustees:

I am contacting you on behalf of my client, the Amador County Transportation Commission ("ACTC") regarding the Amador County School District's ("District") anticipated Amador Consolidated High School Plan ("Consolidation Plan" or "Plan").

By way of background, ACTC is the Regional Transportation Planning Agency and Local Transportation Commission to Amador County. ACTC's mission includes the protection and advancement of local, regional, and state travel to the benefit of County citizens, visitors, and guests. In this vein, it is ACTC's responsibility to advocate for smart planning that is a catalyst for fluid, unimpeded traffic in the present and future.

ACTC is concerned about the Consolidation Plan's impacts to traffic and is eager to aid the District in identifying and mitigating any such impacts as required by the California Environmental Quality Act, Public Resources Code section 21000 et seq. ("CEQA"). Indeed, ACTC sent letters to Deputy Superintendent Jared Critchfield on October 12, 2022 and on December 7, 2022 expressing the same concerns, among other things. Neither ACTC commissioners, staff, nor I received a response to either letter. Copies of those letters are attached hereto for your further consideration.

I am reaching out again in hopes that you, the new District Board of Trustees ("Board"), are receptive to ACTC's offer to collaborate and ensure all Consolidation Plan traffic impacts are identified and mitigated in compliance with CEQA. It has come to ACTC's attention that the Board already took steps to advance the Consolidation Plan. As early as May of this past year, the Board approved the options for the Consolidation Plan. It is unclear what, if any, environmental analysis was done at that time. As you know, CEQA requires that a lead agency consider all impacts to the environment *prior* to taking any action that commits the agency to a definitive course of action. (14 CCR § 15352.)

On January 18, 2023, the Board passed a resolution apparently approving the Consolidation Plan. That Resolution expressly delayed CEQA environmental review until a later date. The District may not piece-meal aspects of the Consolidation Plan and evade CEQA and/or other laws. To the extent you have any CEQA analysis conducted, please provide all documentation related to the Board's May 2022 and January 2023 approvals related to the Consolidation Plan, including, but not limited to, any documentation of traffic impact analysis and mitigation of such impacts.[1]

ACTC is legally obligated to and would like to work with you to ensure that all traffic impacts are identified, analyzed, and mitigated in order to preserve local and regional traffic flow. ACTC has specialized knowledge and experience in such matters, as well as a responsibility to advocate for the same, and is eager to be a resource to the District. Please respond with information on how the District intends to comply with CEQA in approving the Consolidation Plan, especially as it relates to traffic impacts, as well as with information on how ACTC can be part of that process.

Further, the District has failed to comply with the Brown Act in multiple instances related to the Consolidation Plan. This issue was raised in my December 7, 2022 letter and, thus far, there has been no cure or correction. This is concerning especially because there is high likelihood that these violations will repeat themselves. Specifically, the Consolidation Plan was agendized for the May 11, 2022 Board meeting. During that meeting, it was voted down to be brought back on June 8, 2022. Then, at the May 24, 2022 Board meeting, it was agendized, the Board considered the matter, and the Board voted 5 to 2 in favor of approval. Both times the Plan was agendized, it was only described as "School consolidation" with no mention of a CEQA determination or possibility of Board action on the Plan.

The Brown Act requires factually accurate and sufficient information be on an agenda to inform the public of what is going to be discussed. (Gov. Code, § 54954.2(a)(1) [each agenda item required to contain "brief general description"]; *id.* at (3) ["no action or discussion shall be undertaken on any item not appearing on the agenda"].) Here, the District failed – the agenda description was fragmentary, lacking in relevant detail, and did not mention any proposed action. Further, the Board failed to abide by its own instruction – saying it would discuss the matter in June but actually discussed *and approved* it sooner. This is misleading to the public and contrary to the spirit of the Brown Act. As such, this letter is, first, a cease and desist notice for the Board to stop violating the Brown Act and, second, a request that you cure and correct the past violations by re-agendizing and reconsidering the Consolidation Plan in a manner that complies with the Brown Act.

Finally, please include ACTC as well as me in all future public communications, meeting notices, and CEQA notices related to the Consolidation Plan. (Gov. Code, § 54954.1; Pub. Res. Code, § 21092.2.) I requested the same in the December 7, 2022 letter and failed to receive any notice related to the January 18, 2023 meeting. You may provide such notice electronically to john@actc-amador.org and mebrahimi@kmtg.com.

Please respond to the matters raised in this letter no later than January 31, 2023. If I do not hear back from you before that date, ACTC may resort to all remedies available to it in law and equity.

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[1] Please treat this as a request for records pursuant to the California Public Records Act, Government Code section 7920.000 et seq.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

MONA G. EBRAHIMI

Attached:
 October 12, 2022 Letter to Deputy Superintendent J. Critchfield
 December 7, 2022 Letter to Deputy Superintendent J. Critchfield

cc: Torie F. Gibson, Ed.D., ACUSD Superintendent - torie.gibson@acusd.org
 Yvonne Kimball, Jackson City Manager - ykimball@ci.jackson.ca.us
 Amy Gedney, Sutter Creek City Manager - agedney@cityofsuttercreek.org
 Michael Rock, Ione City Manager - mrock@ione-ca.com
 Gregoria Ponce, Caltrans - District 10 Local Intergovernmental Review Senior Transportation Planner - gregoria.ponce@dot.ca.gov
 Chuck Iley, Amador County Administrative Officer – ciley@amadorgov.org

MONA G. EBRAHIMI
mebrahimi@kmtg.com

October 12, 2022

<u>**VIA E-MAIL AND U.S. MAIL**</u>

Jared Critchfield, Deputy Superintendent
Amador County Unified School District
Amador County Office of Education
217 Rex Avenue
Jackson, CA 95642
E-Mail: jcritchfield@acusd.org

Re: Amador Consolidated High School Plan

Dear Mr. Critchfield:

As you are aware, we represent the Amador County Transportation Commission ("ACTC") related to its interests in the Amador County School District's ("District") plan for Amador Consolidated High School ("Consolidation Plan" or "Project"). This follows ACTC's Board meeting of October 6, 2022, wherein the Board was able to share some of ACTC's concerns regarding the proposed Project as well as an approach moving forward, including the District's anticipated compliance with the California Environmental Quality Act ("CEQA").

ACTC is a State-designated regional transportation planning agency. Its mission includes the protection and advancement of local, regional, and intrastate travel for the benefit of Amador County residents, workers, business people, and visitors. In reviewing the District's Consolidation Plan, as set forth on the District's public website, it is clear the Consolidation Plan "has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment." (Pub. Resources Code, § 21065; CEQA Guidelines § 15378(a).) Hence, environmental review is required. ACTC has identified numerous traffic impacts that will result from the Project, which will need to be analyzed and mitigated through the CEQA process.

As discussed, ACTC is now informed the District took Board action in May of this year to advance the Consolidation Plan, which may be interpreted as approval of the Project without having first completed the CEQA process. (*See Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116, 130.) "The CEQA Guidelines define 'approval' as 'the decision by a public agency which commits the agency to a definite course of action in regard to a project.' " (*Ibid.* [citing Cal. Code Regs., tit. 14, § 15352, subd. (a).].) CEQA analysis informs the decision-making process, and should be completed before any Project commitments are made. At the October 6, 2022 ACTC meeting, your representatives confirmed that the District was prepared to carry out the Project with or without the bond funding because it has sufficient money. While there are likely additional approvals required, the District should not have committed to the Consolidation Plan without first completing and certifying an Environmental Impact Report ("EIR"). Nevertheless, the District is required to comply with CEQA and complete appropriate and adequate environmental review, including, but not limited to, mitigating all traffic impacts, <u>before</u> advancing any further approval of the Project, and most certainly <u>before</u> the Project is operational. It is completely inappropriate to attempt mitigation after the Project is already operational.

To assist in your review, and as a responsible agency for purposes of CEQA, ACTC has identified the following impacts and potential mitigation measures. A necessary traffic study will likely identify additional impacts and new and different mitigation measures and this list is not exhaustive.

- Impacts:

  - Traffic impacts will include increased congestion during drop off and pick up, which increase air pollution from idling and reroute other traffic to longer, alternative routes, increasing vehicles miles traveled (VMT).
  - Public safety impacts are likely to result from increasing the number of students in a single location.
  - Traffic impacts to numerous local, regional, and state highway intersections from increased student enrollment at consolidated schools. Students presently walking to schools will now be forced to travel by car.

- Potential Mitigation:

  - An expanded and extended drop-off area, which separates individual drop offs from busses.
  - Automated gates.
  - An internal circulation plan that contemplates emergency circumstances.
  - Fair-share contributions towards off-site roadway improvements.

ACTC reiterates its request to receive notice of any Project action, including any notices of preparation or other CEQA documents, as well as notice of any Project meetings, discussions, reviews, or approvals. ACTC looks forward to working with the District to ensure that reasonable and effective mitigation measures are implemented to reduce any impacts from the Project to less than significant.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

MONA G. EBRAHIMI

MGE/dlc

cc: Torie F. Gibson, Ed.D., ACUSD Superintendent - torie.gibson@acusd.org
       Yvonne Kimball, Jackson City Manager - ykimball@ci.jackson.ca.us
       Amy Gedney, Sutter Creek City Manager - agedney@cityofsuttercreek.org
       Michael Rock, Ione City Manager - mrock@ione-ca.com
       Gregoria Ponce, Caltrans - District 10 Local Intergovernmental Review Senior Transportation
       Planner - gregoria.ponce@dot.ca.gov
       Chuck Iley, Amador County Administrative Officer – ciley@amadorgov.org

MONA G. EBRAHIMI
mebrahimi@kmtg.com

December 7, 2022

<u>**VIA E-MAIL AND U.S. MAIL**</u>

Jared Critchfield, Deputy Superintendent
Amador County Unified School District
Amador County Office of Education
217 Rex Avenue
Jackson, CA 95642
E-Mail: jcritchfield@acusd.org

Re: **Amador Consolidated High School Plan—Brown Act Cure and Correct/Cease and Desist Letter and CEQA Notice**

Dear Mr. Critchfield:

This is a follow up to our letter of October 12, 2022, sent on behalf of the Amador County Transportation Commission ("ACTC") regarding the Amador County School District's ("District") plan for Amador Consolidated High School ("Consolidation Plan" or "Project").

As an initial matter, we have not received any response to our prior correspondence. This includes any notice of preparation or other notice of commencement of environmental review under the California Environmental Quality Act ("CEQA") as requested at the ACTC Board meeting of October 6, 2022, and reiterated in our letter. We repeat that ACTC is not taking a position on the merits of the proposed Project, however, there are clear and significant impacts to traffic resulting from the proposed Project, which will need to be appropriately analyzed and mitigated. ACTC remains ready to participate in the District's process to ensure reasonable and effective mitigation measures are implemented.

We further note there were multiple Brown Act deficiencies related to the District's purported approval of the proposed Project in May of 2022, including the failure to properly agendize the item for approval or provide any CEQA determination. Accordingly, ACTC was only informed of the District's purported approval by your and Ms. Gibson's representations at the October 6, 2022 ACTC meeting, which were paired with a promise that the District would undertake appropriate environmental review and mitigation.

The District's failure to properly and accurately agendize action items prevents ACTC and the public from even knowing what will be discussed and/or acted upon at a board meeting. As such, this letter serves as a cease and desist notice and request to cure and correct your past Brown Act violation. Specifically, on May 24, 2022, the Board voted 5 to 2 in favor of a discussion/action item described only as "School Consolidation." Actually, this matter was first agendized for the May 11, 2022 meeting, but was voted down to be brought back on June 8, 2022 (not May 24). Then, at the May 24, 2022 meeting, the Board

considered this matter, and it was agendized only as "School Consolidation". Nothing in this description includes a CEQA determination or possibility of action on the Project, as required by the Brown Act.

The recent court decision of *G.I. Industries v. City of Thousand Oaks*, 2d Civ. No. B317201 (October 26, 2022) supports ACTC's position and clarifies that the Brown Act applies to CEQA decisions, including CEQA exemption determinations, discussed or voted upon during the regular meetings of the legislative bodies, meaning that such items of business must be listed on those meeting agendas at least 72 hours prior to the meeting. Please cure and correct this violation.

Please provide us with notice of this meeting, along with notice of any Project action, including any notices of preparation or other CEQA documents, as well as notice of any Project meetings, discussions, reviews, or approvals. We look forward to receipt of appropriate notices (both CEQA and other approvals or developments) so that we may effectively participate in the required environmental review and analysis of the proposed Project.

Finally, as a result of the bond measure not passing this election, we were made aware that the District may be seeking to use traffic impact fees for projects unrelated to the purposes for which the impact fees were collected. Such use of impact fees is illegal under the Mitigation Fee Act. (Gov. Code, §§ 66001, 66006, 66008.) We urge the District to review the purposes for which any developer impact fees were collected and ensure that any expenditure of those fees comply with the Mitigation Fee Act and other applicable regulation. Traffic fees should be used for the purpose for which they were collected.

If you have any questions concerning the above-referenced matters, please contact me.

Very truly yours,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
A Professional Corporation

MONA G. EBRAHIMI

MGE/las

cc: Torie F. Gibson, Ed.D., ACUSD Superintendent - torie.gibson@acusd.org
       Yvonne Kimball, Jackson City Manager - ykimball@ci.jackson.ca.us
       Amy Gedney, Sutter Creek City Manager - agedney@cityofsuttercreek.org
       Michael Rock, Ione City Manager - mrock@ione-ca.com
       Gregoria Ponce, Caltrans - District 10 Local Intergovernmental Review Senior Transportation
       Planner - gregoria.ponce@dot.ca.gov
       Chuck Iley, Amador County Administrative Officer – ciley@amadorgov.org

SUTTER CREEK
18 54
John Sutter
JEWEL OF THE MOTHER LODE

STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

MEETING DATE: FEBRUARY 6, 2023

FROM: JODI STENECK, ACCOUNTING SUPERVISOR

SUBJECT: TWO YEAR WATER ANALYSIS OF CITY PARKS

RECOMMENDATION:
For Information

BACKGROUND:
City Council has recently asked questions regarding the water usage and cost at different City parks, so to address the questions a two-year water analysis was completed, see Attachment A.
We looked at four different parks; Bryson Drive Park, Median Strip & Miner's Bend, Main Street Park, Church Street Park and used data from January 2021 to December 2022. For further analysis, we looked at the amount of the bill and the units used for each month. Each water invoice has three components, Service Charge, Water Consumption and Water Debt Service and the size of the meter determines the amount of the service charge and debt service, see Attachment B. For example; the Median Strip & Miner's Bend Park has a Service Charge of $38.77 and Water Debt Service if $25.41 whereas Church Street has a Service Charge of $146.28 and a Water Debt Service if $127.03. Rates increased each July as outlined in their rate study.

DISCUSSION:
The two charts, amount and units, show similar data points as the units used are a direct correlation to the amount invoiced. Obviously, winter months are lower, with units often at zero and summer being the highest water usage. A few items are highlighted, the May 2022 water invoice for Bryson Park and the July 2022 for all four parks. The Bryson Park meter was replaced during May 2022 as it was not working correctly and so the units used were an estimate. For the July 2022 water invoices an estimate was used as the water agency was unable to read meters due to staffing. Any over or under estimates were applied to the August 2022 invoice. The Bryson Park renovation project started in August of 2022 and was put on hold in December 2022 which caused a decrease in the amount of water consumption due to the park being closed during that time, although November and December was higher than the previous year, due to use of water from the contractor.

BUDGET IMPACT:
None

Attachment A

Water Analysis

$ Amount

	Dec-22	Nov-22	Oct-22	Sept-22	Aug-22	July-22	June-22	May-22	Apr-22	Mar-22	Feb-22	Jan-22	Dec-21	Nov-21	Oct-21	Sept-21	Aug-21	July-21	June-21	May-21	Apr-21	Mar-21	Feb-21	Jan-21
Bryson Drive Park	276.56	217.46	150.48	327.78	560.24	505.98	490.11	167.11	128.35	128.35	128.35	128.35	128.35	128.35	296.31	523.02	701.99	680.03	731.27	248.15	89.55	89.55	89.55	89.55
Median Strip & Miner's Bend	123.28	131.16	131.16	178.44	103.58	217.88	160.55	57.19	57.19	57.19	57.19	57.19	57.19	102.41	118.56	167.60	129.91	149.43	176.27	132.35	100.63	49.39	83.55	73.79
Main Street Park	64.18	103.58	115.40	178.44	123.28	196.82	154.09	57.16	57.19	57.19	57.19	57.19	57.19	79.80	131.83	142.11	134.79	159.19	88.43	39.63	39.63	39.63	39.63
Church Street Park	273.31	927.35	817.03	1,073.13	273.31	1,601.55	418.14	569.95	250.18	246.95	246.95	246.95	246.95	327.70	728.22	964.05	614.38	1,107.26	851.06	377.70	172.74	172.74	172.74	172.74

Water Analysis Amount

Units

	Dec-22	Nov-22	Oct-22	Sept-22	Aug-22	July-22	June-22	May-22	Apr-22	Mar-22	Feb-22	Jan-22	Dec-21	Nov-21	Oct-21	Sept-21	Aug-21	July-21	June-21	May-21	Apr-21	Mar-21	Feb-21	Jan-21
Bryson Drive Park	34	19	2	47	106	106	112	12	0	0	0	0	0	0	52	152	251	242	65	65	0	0	0	0
Median Strip & Miner's Bend	15	17	17	29	10	45	32	0	0	0	0	0	0	14	19	44	37	45	38	38	25	4	18	14
Main Street Park	0	10	13	29	15	39	30	0	0	0	0	0	0	0	7	31	42	39	20	20	0	0	0	0
Church Street Park	0	166	138	203	0	383	53	100	1	0	0	0	0	25	149	277	181	383	84	84	0	0	0	0

Water Analysis Units

Units
AXIS TITLE
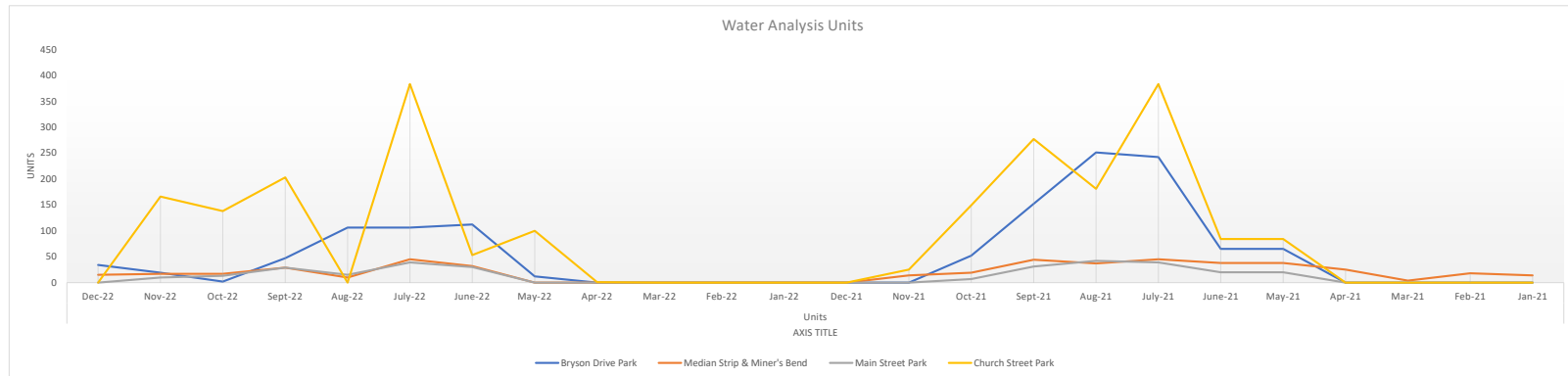
AMADOR WATER AGENCY

RESIDENTIAL & COMMERCIAL – July 1, 2022 - June 30, 2023

TREATED WATER

METER SIZE:	Service Charge	Per Unit	Water Consumption / AWS Debt Service	CAWP Debt Service	Lake Camanche Debt Service	LaMel Debt Service
5/8 Inch	38.77	3.94	25.41	16.40	2.96	17.27
3/4 Inch	52.21		38.11	24.59	4.44	25.91
1 Inch	79.08		63.52	40.99	7.39	43.18
1-1/2 Inch	146.28		127.03	81.97	14.78	86.35
2 Inch	226.92		203.25	131.15	23.65	138.16
3 Inch	482.28		444.61	286.89		302.22
4 Inch	858.59		800.29	516.39		543.98
6 Inch	2,162.23		2,032.49	1,311.46		1,381.54
8 Inch	3,775.00		3,556.86	2,295.05		2,417.69
10 Inch	5,656.55		5,335.30			

UNTREATED WATER

METER SIZE:	Service Charge	Per Unit	Water Consumption Debt Service			
5/8 Inch	57.99	2.07	5.09			
3/4 Inch	78.62		7.63			
1 Inch	119.87		12.72			
1-1/2 Inch	223.02		25.43			
2 Inch	346.79		40.69			
3 Inch	738.73		88.99			
4 Inch	1,316.33		160.18			
6 Inch	3,317.32		406.81			

*Rates subject to change

18 54

SUTTER *John Sutter* CREEK

J E W E L   O F   T H E   M O T H E R   L O D E
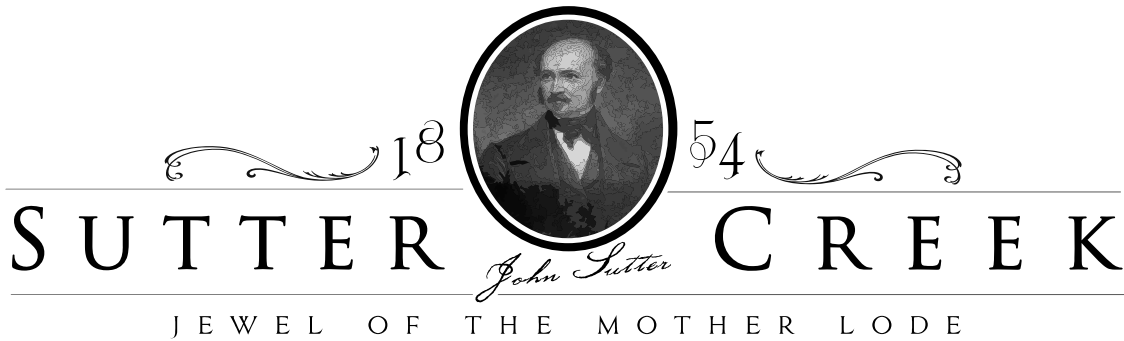
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES
FRIDAY, JANUARY 6, 2023

1:15 P.M. **1.** **CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**
Council members Present: Peters, Sierk, Swift and Gunselman
Absent: Feist

Staff Present:
Karen Darrow

2. **PLEDGE OF ALLEGIANCE TO THE FLAG**

3. **PUBLIC FORUM-None.**

4. **CONSENT AGENDA**
Items listed on the consent agenda are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of Council or the Public.
   A. Adopt Resolution 22-23-* ratifying and extending the declaration of a local emergency in Sutter Creek due to extreme winter storm.

   M/S Council member Peters/Swift to Adopt Resolution 22-23-27 ratifying and extending the declaration of a local emergency in Sutter Creek due to extreme winter storm.
AYES:	Peters, Sierk, Swift and Gunselman
NOES:	None
ABSTAIN:	None
ABSENT:	Feist
	MOTION CARRIED

5. **ADJOURNMENT**
The meeting was adjourned at 1:18 p.m.

_____
Claire Gunselman, Mayor

_____
Karen Darrow, City Clerk

Date Approved:
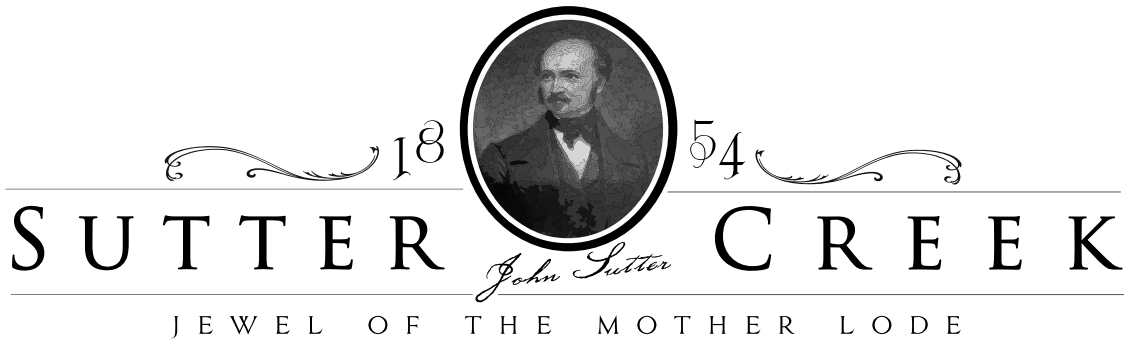
CITY COUNCIL MINUTES
TUESDAY, JANUARY 17, 2023

THIS MEETING WAS CONDUCTED IN-PERSON AT 33 CHURCH STREET,
THE PUBLIC WAS ALSO ABLE TO PARTICIPATE FROM HOME:
Join Zoom Meeting
https://us02web.zoom.us/j/9568520224
or
Dial by phone:
301-715-8592
Meeting ID: 956 852 0224

1. **CLOSED SESSION- None.**

7:00 P.M. 2. **CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**
Council members Present:
Feist, Peters, Sierk (zoom), Swift and Gunselman
Vicky Runquist, City Treasurer

Staff Present:
Amy Gedney
Derek Cole
Karen Darrow
Jodi Steneck
Grant Reynolds

3. **PLEDGE OF ALLEGIANCE TO THE FLAG**

4. **REPORT FROM CLOSED SESSION- None.**

5. **PUBLIC FORUM- None.**

6. **PRESENTATIONS- None**

7. **INFORMATION/CORRESPONDENCE**
    A. Monthly Police Report
    B. Monthly Public Works Report
    C. Monthly Building Report
    D. Treasurer's Reports
    E. Monthly Administrative Services Report

F. Monthly Finance Department Report
G. Monthly Engineer's Report
H. Monthly Planning Report
    So Noted.

8. MAYOR AND COUNCIL MEMBER REPORTS

Council member Peters reported that they will be pouring iron at the foundry this Saturday and that they have volunteered to manufacture anchor bolts for the Kennedy Mine Foundation which is inline with their mission to collaborate with other non-profit agencies.

Mayor Gunselman noted that Supervisor Frank Axe had asked her to sit on the ATCAA board and she accepted.

9. CONSENT AGENDA

Items listed on the consent agenda are considered routine and may be enacted in one motion. Any item may be removed for discussion at the request of Council or the Public.
   A. City Council Minutes of January 3, 2023
       Recommendation: By motion approve minutes as presented.

M/S Council member Swift/Sierk to approve the City Council Minutes of January 3, 2023, as amended.

AYES:	Feist, Sierk, Swift and Gunselman
NOES:	None
ABSTAIN:	Peters
ABSENT:	None
MOTION CARRIED	

   B. Warrants
       Recommendation: By motion approve warrants as presented.

M/S Council member Swift/Peters to approve the warrants, as presented.

AYES:	Feist, Peters, Sierk, Swift and Gunselman
NOES:	None
ABSTAIN:	None
ABSENT:	None
MOTION CARRIED	

   C. Resolution 22-23-* Authorizing remote teleconference meetings of the legislative bodies of the City of Sutter Creek.
       Recommendation: Adopt Resolution 22-23- as presented.*

   D. Mayor's 2023 Committee Appointments

   E. Resolution 22-23-* accepting the work on the "37 Badger Street Storm Drain Repair Project" and authorizing the City Manager to execute the Notice of Completion and cause it to be filed with the Amador County Recorder.
       Recommendation: Adopt Resolution 22-23- as presented.*

F. Regional Transportation Impact Fee Report
Recommendation: Adopt Resolution 22-23-* Approving the Fiscal Year 2021/22 Amador County Regional Traffic Mitigation Fee Program Annual Report.

M/S Council member Peters/Sierk to Consent Agenda Items C, D E and F with a minor edit to Item C.

AYES:	Feist, Peters, Sierk, Swift and Gunselman
NOES:	None
ABSTAIN:	None
ABSENT:	None
MOTION CARRIED	

10. **ORDINANCES & PUBLIC HEARINGS**
   A. Introduce and Waive First Reading of Ordinance No. _____Amending Sections 15.04.10 and 15.04.030 of the Sutter Creek Municipal Code adopting and amending the 2022 California Building Standards Code and other Uniform Codes.

M/S Council member Peters/Swift to Introduce and Waive First Reading of Ordinance No. _____Amending Sections 15.04.10 and 15.04.030 of the Sutter Creek Municipal Code adopting and amending the 2022 California Building Standards Code and other Uniform Codes.

AYES:	Feist, Peters, Sierk, Swift and Gunselman
NOES:	None
ABSTAIN:	None
ABSENT:	None
MOTION CARRIED	

11. **ADMINISTRATIVE AGENDA**
   A. Establishment of an Ad Hoc Committee to pursue an Interim City Manager appointment due to the resignation of City Manager Amy Gedney.
   Recommendation: Appoint Ad Hoc Committee to pursue an Interim City Manager.

   Mayor Gunselman thanked City Manager Gedney and suggested an Ad-Hoc committee be formed to begin the process of looking for an Interim City Manager.

   M/S Council member Sierk/Peters to form an Ad-hoc committee comprised of Mayor Gunselman, Council member Swift, City Attorney Cole, and staff to begin the search for an Interim City Manager.

AYES:	Feist, Peters, Sierk, Swift and Gunselman
NOES:	None
ABSTAIN:	None
ABSENT:	None
MOTION CARRIED	

   B. Update regarding the Wastewater Treatment Plant Plan of Study.
   Recommendation: For information and staff direction.

City Sewer Engineer Grant Reynold presented an over view and update of the Waste Water Treatment Plant. City Manager Gedney provided further explanation and status details.

Mike Kirkley of Sutter Creek commented that if Mule Creek does not have a permit they cannot be in violation and that the city has not held Ione to the agreement. He also noted that it was a bad decision to give up capacity before Gold Rush was developed and questioned spending capital improvement money on a system that does not have disposal rights until there is a legal binding solution.

Council member Peters noted that the three-party arrangement was created when the three parties had the same objective and now not all the partners are pulling in the same direction.

12. **FUTURE AGENDA ITEMS**
Council member Sierk reiterated her request from the last meeting:
    1- Set meeting schedule six months at a time to schedule agenda items.
    2- Discuss use of Council stipends.
    3- Status of Circulation Element
    4- Status of Gopher Flat

13. **CITY ATTORNEY'S REPORT**
City Attorney Cole clarified that for future agenda item requests to be put on an agenda they need to be voted on by the Council.

Mayor Gunselman suggested that they have a workshop to identify future agenda items.

Mayor Gunselman suggested forming an Ad-Hoc committee to look at possible solutions for pedestrian access on Gopher Flat.

14. **CITY MANAGER'S REPORT**
City Manager Gedney reported that the storm damage has been submitted to OES. She noted that the pre-emptive work done by the Public Works and Police Departments prevented more problems from occurring.

City Manager Gedney noted there is an ARSA meeting next week and that she is hoping to meet with Ione again next week as well and that City Engineer Matt Ospital is working to assess the sinkhole on Gold Strike.

15. **ADJOURNMENT**
The meeting was adjourned at 8:42 p.m.

_____
Claire Gunselman, Mayor

_____
Karen Darrow, City Clerk
Date Approved:
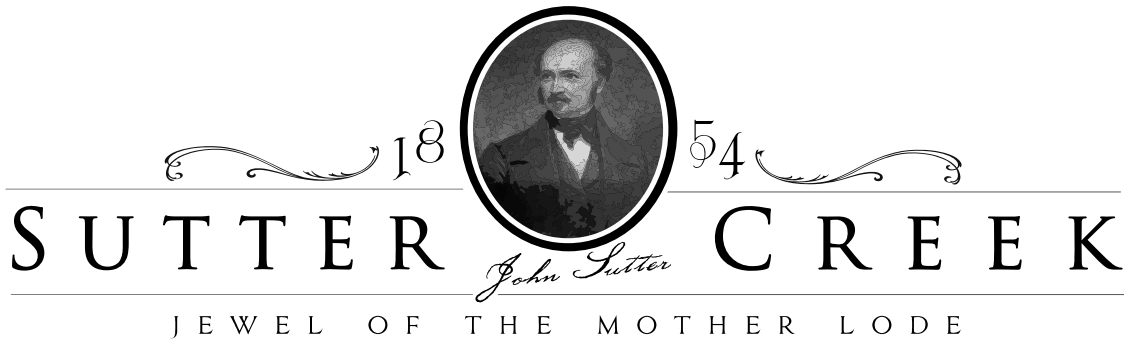
SPECIAL MEETING OF THE CITY COUNCIL
MINUTES
THURSDAY, FEBRUARY 2, 2023

9:15 A.M.   **1.**   **CALL TO ORDER AND ESTABLISH A QUORUM FOR REGULAR MEETING**
Council members Present: Feist, Sierk, Swift and Gunselman
Absent: Peters

Staff Present:
Karen Darrow and Derek Cole

       2.   **PLEDGE OF ALLEGIANCE TO THE FLAG**

       3.   **PUBLIC FORUM-None.**

       4.   **CLOSED SESSION**
          A.   PUBLIC EMPLOYMENT
             Pursuant to Government Code Section 54957
             Public Employment: Interim City Manager

       5.   **REPORT FROM CLOSED SESSION**
Mayor Gunselman excused herself from the meeting at 9:47 a.m.
Vice-Mayor Sierk reported that direction was given to staff.

       6.   **ADJOURNMENT**
The meeting was adjourned at 9:53 a.m.

_____
Claire Gunselman, Mayor

_____
Karen Darrow, City Clerk

Date Approved:

SUTTER CREEK

John Sutter

JEWEL OF THE MOTHER LODE
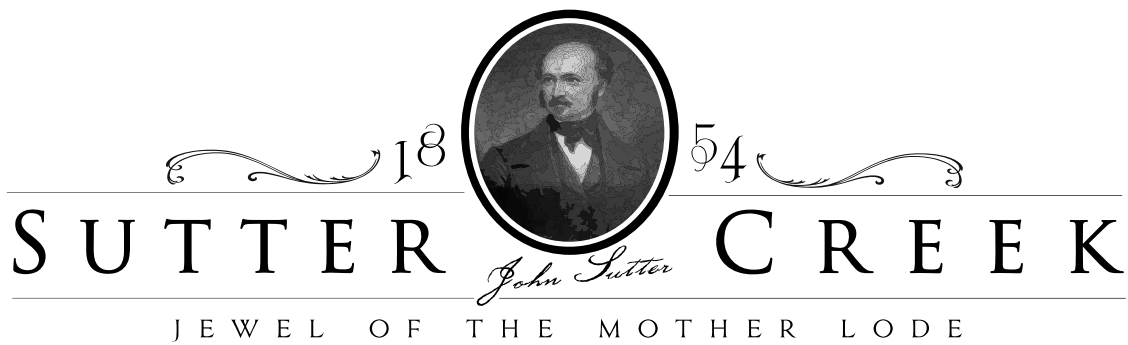
TO: **THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

MEETING DATE: **FEBRUARY 2, 2023**

FROM: **JODI ARROYOS, ACCOUNT TECHNICIAN**

SUBJECT: **WARRANTS TO BE PAID**

RECOMMENDATION:
Attached you will find a current list of warrants to be paid.

BUDGET IMPACT:
Current list of warrants to be paid is $107,394.87

....
PO BOX 1573   *** VENDOR.: A&M01 (A&M COOLING AND HEATING)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
2245 COMMUNITY CENTER HVAC REPAIR	01-23	01/10/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	COMMUNITY CENTER HVAC REPAIR	59 53015 1130	1	2092.54	2092.54
		(Building Facili Repair/Maint Parks & Recreat)			
			Invoice Extension ---->		2092.54

Vendor Total --------->   2092.54
                             ===========

....
6500 BUENA VISTA RD   *** VENDOR.: ACE02 (ACES WASTE SERVICES)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
655696 20 YD DB HAUL CHARGE	01-23	01/01/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	20 YD DB HAUL CHARGE	10 67060 1510	1	232.00	232.00
		(Sewer M&O Sludge Sewer Treatment)			
			Invoice Extension ---->		232.00

Vendor Total --------->   232.00
                             ===========

....
529 N ORANGE ST   *** VENDOR.: ACE04 (ACE ELECTRIC MOTOR & PUMP CO)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
S16060 WWTP EQUIPMENT	01-23	01/11/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	WWTP EQUIPMENT	10 67010 1510	1	4487.50	4487.50
		(Sewer M&O O&M Equipment Sewer Treatment)			
			Invoice Extension ---->		4487.50

Vendor Total --------->   4487.50
                             ===========

....
208 MASON STREET   *** VENDOR.: ALP01 (ALPHA ANALYTICAL LABORATORIES, INC.)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
DECSTMT-D DECEMBER 2022 STATEMENT	01-23	12/31/22	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	DECEMBER 2022 STATEMENT	10 52020 1510	1	453.00	453.00
		(Sewer M&O Supplies - Lab Sewer Treatment)			
			Invoice Extension ---->		453.00

Vendor Total --------->   453.00
                             ===========

....
P.O. BOX 611450   *** VENDOR.: AMA02 (Amador Water Agency)

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
30000123 MONTEVERDE STORE	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	MONTEVERDE STORE	17 66012 1720	1	64.18	64.18
		(M.V.Store Trust Water Utilities MonteVerde Muse)			
			Invoice Extension ---->		64.18

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50000123 HWY 49 GATEWAY	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

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P.O. BOX 611450                     *** VENDOR.: AMA02  (Amador Water Agency)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	HWY 49 GATEWAY	01 66012 1130		1	64.18	64.18
		(General Fund Water Utilities Parks & Recreat)				
					Invoice Extension ---->	64.18

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50010123 BRYSON DR PARK	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	BRYSON DR PARK	01 66012 1130		1	142.60	142.60
		(General Fund Water Utilities Parks & Recreat)				
					Invoice Extension ---->	142.60

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50030123 MEDIAN STRIP & MINERS BEND	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	MEDIAN STRIP & MINERS BEND	01 66012 1130		1	64.18	64.18
		(General Fund Water Utilities Parks & Recreat)				
					Invoice Extension ---->	64.18

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50040123 MAIN ST PARK	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	MAIN ST PARK	01 66012 1130		1	64.18	64.18
		(General Fund Water Utilities Parks & Recreat)				
					Invoice Extension ---->	64.18

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50050123 ORO MADRE WAY	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	ORO MADRE WAY	10 66012 1510		1	185.94	185.94
		(Sewer M&O Water Utilities Sewer Treatment)				
					Invoice Extension ---->	185.94

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50060123 CEMETERY	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	CEMETERY	07 66012 1400		1	68.18	68.18
		(Cemetery Water Utilities Cemetery)				
					Invoice Extension ---->	68.18

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50070123 CHURCH ST PARK	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	CHURCH ST PARK	01 66012 1130		1	273.31	273.31
		(General Fund Water Utilities Parks & Recreat)				
					Invoice Extension ---->	273.31

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50080123 COMMUNITY & ADMIN BLDGS	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No	CTR	Unit(s)	Unit Cost	Amount
0001	COMMUNITY & ADMIN BLDGS	59 66012 1130		1	60.80	60.80
		(Building Facili Water Utilities Parks & Recreat)				
0002	COMMUNITY & ADMIN BLDGS	01 66012 1040		1	3.42	3.42
		(General Fund Water Utilities City Manager)				
0003	COMMUNITY & ADMIN BLDGS	10 66012 1040		1	2.28	2.28
		(Sewer M&O Water Utilities City Manager)				

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P.O. BOX 611450                       *** VENDOR.: AMA02 (Amador Water Agency)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0004	COMMUNITY & ADMIN BLDGS	80 66012 1040	1	1.90	1.90
		(Effluent Disp. Water Utilities City Manager)			
0005	COMMUNITY & ADMIN BLDGS	01 66012 1020	1	5.62	5.62
		(General Fund Water Utilities City Clerk)			
0006	COMMUNITY & ADMIN BLDGS	07 66012 1020	1	.08	.08
		(Cemetery Water Utilities City Clerk)			
0007	COMMUNITY & ADMIN BLDGS	80 66012 1020	1	1.90	1.90
		(Effluent Disp. Water Utilities City Clerk)			
			Invoice Extension ---->		76.00

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50090123 AUDITORIUM & CITY HALL	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	AUDITORIUM & CITY HALL	59 66012 1130	1	182.83	182.83
		(Building Facili Water Utilities Parks & Recreat)			
0002	AUDITORIUM & CITY HALL	01 66012 1060	1	39.18	39.18
		(General Fund Water Utilities Police Dept)			
0003	AUDITORIUM & CITY HALL	01 66012 1050	1	14.10	14.10
		(General Fund Water Utilities Finance)			
0004	AUDITORIUM & CITY HALL	03 66012 1050	1	.78	.78
		(Streets/Sidewal Water Utilities Finance)			
0005	AUDITORIUM & CITY HALL	59 66012 1050	1	3.13	3.13
		(Building Facili Water Utilities Finance)			
0006	AUDITORIUM & CITY HALL	10 66012 1050	1	16.45	16.45
		(Sewer M&O Water Utilities Finance)			
0007	AUDITORIUM & CITY HALL	80 66012 1050	1	4.71	4.71
		(Effluent Disp. Water Utilities Finance)			
			Invoice Extension ---->		261.18

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50100123 84 MAIN ST	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	84 MAIN ST	01 66012 1130	1	64.18	64.18
		(General Fund Water Utilities Parks & Recreat)			
			Invoice Extension ---->		64.18

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50120123 GOPHER FLAT & MAIN	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	GOPHER FLAT & MAIN	01 66012 1130	1	72.06	72.06
		(General Fund Water Utilities Parks & Recreat)			
			Invoice Extension ---->		72.06

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50140123 SOUTHWEST RIDGE RD	01-23	01/12/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	SOUTHWEST RIDGE RD	10 66012 1510	1	928.02	928.02
		(Sewer M&O Water Utilities Sewer Treatment)			
			Invoice Extension ---->		928.02
			Vendor Total -------->		2328.19

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. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .
700 Court St                          *** VENDOR.: AMA08 (Amador Co Sheriff's Dept)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
DEC2022 DECEMBER 2022 MONTHLY MOBILE DATA	01-23	01/09/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	DECEMBER 2022 MONTHLY MOBILE DATA	01 62010 1060	1	345.40	345.40
		(General Fund Communications Police Dept)			
			Invoice Extension ---->		345.40

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..........................................................................................................
700 Court St                      *** VENDOR.: AMA08  (Amador Co Sheriff's Dept)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
2NDQTR23 SECOND QUARTER 22-23 DISPATCH SERVICES	01-23	01/03/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	SECOND QUARTER 22-23 DISPATCH SERVICES	01 61058 1060	1	29137.09	29137.09
		(General Fund Dispatching Police Dept)			

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                                                               Invoice Extension ---->       29137.09


                                                               Vendor Total --------->       29482.49
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ATTN: FLEX ACCT ADMIN             *** VENDOR.: AME13  (AMERICAN FIDELITY ASSURANCE COMPANY)
PO BOX 219309
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
12312022 FLEX PREMIUM	01-23	12/31/22	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FLEX PREMIUM	01 41040 1020	1	74.00	74.00
		(General Fund Employee Benefi City Clerk)			
0002	FLEX PREMIUM	07 41040 1020	1	1.00	1.00
		(Cemetery Employee Benefi City Clerk)			
0003	FLEX PREMIUM	80 41040 1020	1	25.00	25.00
		(Effluent Disp. Employee Benefi City Clerk)			

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                                                               Invoice Extension ---->         100.00


                                                               Vendor Total --------->         100.00
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P.O. BOX 258886                   *** VENDOR.: AME14  (AMERICAN FIDELITY HEALTH SERVICES ADMIN)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
FEB2023 HSA FEBRUARY 2023 PREMIUMS	01-23	01/20/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	HSA FEBRUARY 2023 PREMIUMS	03 41040 1120	1	58.40	58.40
		(Streets/Sidewal Employee Benefi Streets/Roads)			
0002	HSA FEBRUARY 2023 PREMIUMS	01 41040 1130	1	154.40	154.40
		(General Fund Employee Benefi Parks & Recreat)			
0003	HSA FEBRUARY 2023 PREMIUMS	10 41040 1510	1	74.00	74.00
		(Sewer M&O Employee Benefi Sewer Treatment)			
0004	HSA FEBRUARY 2023 PREMIUMS	10 41040 1520	1	158.40	158.40
		(Sewer M&O Employee Benefi Sewer Collectio)			
0005	HSA FEBRUARY 2023 PREMIUMS	80 41040 1600	1	90.00	90.00
		(Effluent Disp. Employee Benefi Effluent)			
0006	HSA FEBRUARY 2023 PREMIUMS	29 41040 1140	1	12.00	12.00
		(Swimming Pool Employee Benefi Swimming Pool)			
0007	HSA FEBRUARY 2023 PREMIUMS	59 41040 1130	1	36.80	36.80
		(Building Facili Employee Benefi Parks & Recreat)			
0008	HSA FEBRUARY 2023 PREMIUMS	01 41040 1050	1	50.00	50.00
		(General Fund Employee Benefi Finance)			
0009	HSA FEBRUARY 2023 PREMIUMS	03 41040 1050	1	10.00	10.00
		(Streets/Sidewal Employee Benefi Finance)			
0010	HSA FEBRUARY 2023 PREMIUMS	80 41040 1050	1	50.00	50.00
		(Effluent Disp. Employee Benefi Finance)			
0011	HSA FEBRUARY 2023 PREMIUMS	10 41040 1050	1	90.00	90.00
		(Sewer M&O Employee Benefi Finance)			

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                                                               Invoice Extension ---->         784.00


                                                               Vendor Total --------->         784.00
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PO BOX 9011                       *** VENDOR.: AT&T2  (AT&T   CALNET 3)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
19375170 COMMUNICATIONS WWTP	01-23	01/17/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	COMMUNICATIONS WWTP	10 62010 1510	1	24.62	24.62
		(Sewer M&O Communications Sewer Treatment)			

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                                                               Invoice Extension ---->          24.62
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PO BOX 9011                     ***  VENDOR.: AT&T2  (AT&T  CALNET 3)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
19375173 Communications Police Dep	01-23	01/17/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	Communications Police Dep	01 62010 1060	1	49.94	49.94
		(General Fund Communications Police Dept)			

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                                                          Invoice Extension ---->       49.94


                                                          Vendor Total --------->       74.56
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PO BOX 6463                     ***  VENDOR.: CIN02  (AT&T Mobility)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
29690123 CELLULAR SERVICE	01-23	01/06/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	CELLULAR SERVICE	01 62010 1060	1	76.74	76.74
		(General Fund Communications Police Dept)			
0002	CELLULAR SERVICE	01 62010 6100	1	44.98	44.98
		(General Fund Communications Central Servies)			
0003	CELLULAR SERVICE	10 62010 6100	1	44.98	44.98
		(Sewer M&O Communications Central Servies)			
0004	CELLULAR SERVICE	01 62010 1040	1	20.24	20.24
		(General Fund Communications City Manager)			
0005	CELLULAR SERVICE	10 62010 1040	1	13.50	13.50
		(Sewer M&O Communications City Manager)			
0006	CELLULAR SERVICE	80 62010 1040	1	11.25	11.25
		(Effluent Disp. Communications City Manager)			

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                                                          Invoice Extension ---->      211.69


                                                          Vendor Total --------->      211.69
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PO BOX 60533                    ***  VENDOR.: COM16  (COMCAST BUSINESS)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
41940123 VISITOR CENTER INTERNET	01-23	01/01/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	VISITOR CENTER INTERNET	81 60014 1155	1	128.40	128.40
		(Visitor Center Internet Servic Visitor Center)			

```
                                                          Invoice Extension ---->      128.40
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
87730123 WWTP INTERNET	01-23	01/12/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	WWTP INTERNET	10 60014 1510	1	204.40	204.40
		(Sewer M&O Internet Servic Sewer Treatment)			

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                                                          Invoice Extension ---->      204.40


                                                          Vendor Total --------->      332.80
                                                                                   ============
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.....................................................................................................
3755 Washington Blvd.           ***  VENDOR.: COR01  (Corbin Willits Systems, Inc.)
Suite 204
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
C301151 FINANCIAL SOFTWARE	01-23	01/15/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FINANCIAL SOFTWARE	01 60013 1050	1	256.86	256.86
		(General Fund Network Svcs Co Finance)			
0002	FINANCIAL SOFTWARE	03 60013 1050	1	14.27	14.27
		(Streets/Sidewal Network Svcs Co Finance)			
0003	FINANCIAL SOFTWARE	10 60013 1050	1	299.67	299.67
		(Sewer M&O Network Svcs Co Finance)			

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..................................................................................................
3755 Washington Blvd.          *** VENDOR.: COR01  (Corbin Willits Systems, Inc.)
Suite 204
INVOICE-TYPE DESCRIPTION                    PERIOD  DATE  SE        TERM-DESCRIPTION      G/L ACCOUNT No
------------ ----------------------------   ------ -------- -- ---------- -- ------------------------  --------------

Line     Description                          G/L Account No CTR     Unit(s)    Unit Cost     Amount
----     ----------------------------------   --------------- ---    --------  -----------  ----------
0004     FINANCIAL SOFTWARE                   59 60013 1050          1           57.08        57.08
                                             ( Building Facili Network Svcs Co Finance )
0005     FINANCIAL SOFTWARE                   80 60013 1050          1           85.62        85.62
                                             ( Effluent Disp. Network Svcs Co Finance )
                                                                                            ----------
                                                         Invoice Extension ---->             713.50


                                                         Vendor Total --------->             713.50
                                                                                            ==========
..................................................................................................
2281 LAVA RIDGE CT, STE 300        *** VENDOR.: COT01  (COLE HUBER LLP)

INVOICE-TYPE DESCRIPTION                    PERIOD  DATE  SE        TERM-DESCRIPTION      G/L ACCOUNT No
------------ ----------------------------   ------ -------- -- ---------- -- ------------------------  --------------
   41435    LEGAL SERVICES - DEC 31, 2022   01-23 01/06/23  N  N  N  -Unknown Discount Trm    20200

Line     Description                          G/L Account No CTR     Unit(s)    Unit Cost     Amount
----     ----------------------------------   --------------- ---    --------  -----------  ----------
0001     LEGAL SERVICES - DEC 31, 2022        01 61030 6130          1          892.25       892.25
                                             ( General Fund Legal City Attorney )
0002     LEGAL SERVICES - DEC 31, 2022        10 61030 6130          1          892.25       892.25
                                             ( Sewer M&O Legal City Attorney )
                                                                                            ----------
                                                         Invoice Extension ---->            1784.50


                                                         Vendor Total --------->            1784.50
                                                                                            ==========
..................................................................................................
30 Eureka St.                      *** VENDOR.: ECO01  (Jordan Charles Sparks)

INVOICE-TYPE DESCRIPTION                    PERIOD  DATE  SE        TERM-DESCRIPTION      G/L ACCOUNT No
------------ ----------------------------   ------ -------- -- ---------- -- ------------------------  --------------
   20731    WWTP CHEMICALS                   01-23 01/05/23  N  N  N  A-NET30 FROM INVOICE    20200

Line     Description                          G/L Account No CTR     Unit(s)    Unit Cost     Amount
----     ----------------------------------   --------------- ---    --------  -----------  ----------
0001     WWTP CHEMICALS                       10 52015 1510          1          774.23       774.23
                                             ( Sewer M&O Supplies - Chem Sewer Treatment )
                                                                                            ----------
                                                         Invoice Extension ---->             774.23


                                                         Vendor Total --------->             774.23
                                                                                            ==========
..................................................................................................
P.O. BOX 740827                    *** VENDOR.: FER02  (FERGUSON ENTER,INC.#686)

INVOICE-TYPE DESCRIPTION                    PERIOD  DATE  SE        TERM-DESCRIPTION      G/L ACCOUNT No
------------ ----------------------------   ------ -------- -- ---------- -- ------------------------  --------------
   0382997  FACILITY REPAIR                  01-23 01/12/23  N  N  N  -Unknown Discount Trm    20200

Line     Description                          G/L Account No CTR     Unit(s)    Unit Cost     Amount
----     ----------------------------------   --------------- ---    --------  -----------  ----------
0001     FACILITY REPAIR                      59 53015 1130          1           15.62        15.62
                                             ( Building Facili Repair/Maint Parks & Recreat )
                                                                                            ----------
                                                         Invoice Extension ---->              15.62


                                                         Vendor Total --------->              15.62
                                                                                            ==========
..................................................................................................
PO BOX 31001-2265                  *** VENDOR.: FOR07  (FORWARD, INC)

INVOICE-TYPE DESCRIPTION                    PERIOD  DATE  SE        TERM-DESCRIPTION      G/L ACCOUNT No
------------ ----------------------------   ------ -------- -- ---------- -- ------------------------  --------------
   61313    SLUDGE                           01-23 12/31/22  N  N  N  -Unknown Discount Trm    20200

Line     Description                          G/L Account No CTR     Unit(s)    Unit Cost     Amount
----     ----------------------------------   --------------- ---    --------  -----------  ----------
0001     SLUDGE                               10 67060 1510          1          855.68       855.68
                                             ( Sewer M&O Sludge Sewer Treatment )
                                                                                            ----------
                                                         Invoice Extension ---->             855.68
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PO BOX 31001-2265                       *** VENDOR.: FOR07 (FORWARD, INC)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No

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                                                                     Vendor Total --------->       855.68
                                                                                                ===========
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PO BOX 100                              *** VENDOR.: GLA03 (GLASS DOCTOR)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
117493 2005 FORD F350	01-23	01/04/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	2005 FORD F350	03 67009 1120	1	51.64	51.64
		(Streets/Sidewal Vehicle Maintna Streets/Roads)			
0002	2005 FORD F350	10 67009 1510	1	69.05	69.05
		(Sewer M&O Vehicle Maintna Sewer Treatment)			
0003	2005 FORD F350	10 67009 1520	1	253.20	253.20
		(Sewer M&O Vehicle Maintna Sewer Collectio)			
0004	2005 FORD F350	80 67009 1600	1	86.47	86.47
		(Effluent Disp. Vehicle Maintna Effluent)			

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                                                                   Invoice Extension ---->       460.36

                                                                     Vendor Total --------->       460.36
                                                                                                ===========
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6151 FAIR OAKS BLVD #108             *** VENDOR.: HAU02 (HAUGE BRUECK ASSOCIATES, LLC)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
1753 PLANNING,HOUSING ELEMENT, E&P	01-23	01/09/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	PLANNING,HOUSING ELEMENT, E&P	01 61045 1090	1	1416.00	1416.00
		(General Fund Planner Planning)			
0002	PLANNING,HOUSING ELEMENT, E&P	01 55065 1115 111	1	240.00	240.00
		(General Fund E&P Reimb Engr. Engineering)			
0003	PLANNING,HOUSING ELEMENT, E&P	01 55065 1115 136	1	112.00	112.00
		(General Fund E&P Reimb Engr. Engineering)			
0004	PLANNING,HOUSING ELEMENT, E&P	01 55065 1115 138	1	27.20	27.20
		(General Fund E&P Reimb Engr. Engineering)			
0005	PLANNING,HOUSING ELEMENT, E&P	01 61027 1090	1	1840.00	1840.00
		(General Fund Housing Element Planning)			

```
                                                                   Invoice Extension ---->      3635.20
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
1754 ZONING CODE	01-23	01/09/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	ZONING CODE	89 71120 1090 G08	1	240.00	240.00
		(CIP Zoning Update Planning)			

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                                                                   Invoice Extension ---->       240.00

                                                                     Vendor Total --------->      3875.20
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P.O. BOX 101630                      *** VENDOR.: HUN04 (HUNT & SONS, INC)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
929633 FUEL	01-23	12/31/22	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FUEL	01 52012 1060	1	853.67	853.67
		(General Fund Fuel Police Dept)			
0002	FUEL	01 52012 1130	1	107.05	107.05
		(General Fund Fuel Parks & Recreat)			
0003	FUEL	10 52012 1510	1	203.59	203.59
		(Sewer M&O Fuel Sewer Treatment)			
0004	FUEL	03 52012 1120	1	173.59	173.59
		(Streets/Sidewal Fuel Streets/Roads)			

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                                                                   Invoice Extension ---->      1337.90
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P.O. BOX 101630                        ***  VENDOR.: HUN04  (HUNT & SONS, INC)
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
942643 FUEL	01-23	01/15/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FUEL	01 52012 1060	1	702.92	702.92
		(General Fund Fuel Police Dept)			
0002	FUEL	01 52012 1130	1	228.04	228.04
		(General Fund Fuel Parks & Recreat)			
0003	FUEL	10 52012 1510	1	474.53	474.53
		(Sewer M&O Fuel Sewer Treatment)			
0004	FUEL	03 52012 1120	1	315.78	315.78
		(Streets/Sidewal Fuel Streets/Roads)			

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                                                        Invoice Extension ---->        1721.27


                                                        Vendor Total --------->        3059.17
                                                                                    ===========
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100 Academy Dr                         ***  VENDOR.: JAC01  (Brusatori Enterprises Inc)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
33727 PD VEHICLE REPAIRS	01-23	01/11/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	PD VEHICLE REPAIRS	01 67009 1060	1	101.23	101.23
		(General Fund Vehicle Maintna Police Dept)			

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                                                        Invoice Extension ---->         101.23


                                                        Vendor Total --------->          101.23
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P.O. BOX 4328                          ***  VENDOR.: KEE01  (KEENAN & ASSOCIATES/PACE)
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
012023 FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	01-23	01/23/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	01 41040 1060	1	3036.89	3036.89
		(General Fund Employee Benefi Police Dept)			
0002	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	03 41040 1120	1	352.04	352.04
		(Streets/Sidewal Employee Benefi Streets/Roads)			
0003	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	01 41040 1130	1	744.61	744.61
		(General Fund Employee Benefi Parks & Recreat)			
0004	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	10 41040 1510	1	1087.20	1087.20
		(Sewer M&O Employee Benefi Sewer Treatment)			
0005	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	10 41040 1520	1	1167.75	1167.75
		(Sewer M&O Employee Benefi Sewer Collectio)			
0006	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	80 41040 1600	1	811.36	811.36
		(Effluent Disp. Employee Benefi Effluent)			
0007	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	29 41040 1140	1	84.18	84.18
		(Swimming Pool Employee Benefi Swimming Pool)			
0008	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	59 41040 1130	1	142.88	142.88
		(Building Facili Employee Benefi Parks & Recreat)			
0009	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	01 41040 1050	1	356.21	356.21
		(General Fund Employee Benefi Finance)			
0010	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	03 41040 1050	1	71.24	71.24
		(Streets/Sidewal Employee Benefi Finance)			
0011	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	80 41040 1050	1	356.21	356.21
		(Effluent Disp. Employee Benefi Finance)			
0012	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	10 41040 1050	1	641.17	641.17
		(Sewer M&O Employee Benefi Finance)			
0013	FEBRUARY 2023 HEALTH INSURANCE PREMIUMS	01 21711	1	896.11	896.11
		(General Fund P/R - Medical Health Pay.)			

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                                                        Invoice Extension ---->        9747.85


                                                        Vendor Total --------->        9747.85
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P.O. Box 1240                          ***  VENDOR.: LED01  (Ledger Dispatch)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
37053 PH NOTICE	01-23	12/30/22	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount

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...............................................................................................................
P.O. Box 1240                     ***  VENDOR.: LED01 (Ledger Dispatch)

INVOICE-TYPE DESCRIPTION                          PERIOD   DATE    SE      TERM-DESCRIPTION           G/L ACCOUNT No
------------ ---------------------------          ------  --------  --  ---------  --  ------------------------  --------------

Line      Description                                     G/L Account No CTR      Unit(s)    Unit Cost     Amount
----      ----------------------------                    ---------------  ---    --------   -----------   ----------
0001      PH NOTICE                                       01  64011 1090 140           1        84.48        84.48
                                                          ( General Fund PH Notices Planning )
0002      PH NOTICE                                       01  64011 1090 111           1        78.12        78.12
                                                          ( General Fund PH Notices Planning )
                                                                                                          -----------
                                                                            Invoice Extension ---->         162.60


                                                                            Vendor Total --------->         162.60
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PO BOX 530970                     ***  VENDOR.: LOW01 (LOWE'S BUSINESS ACCOUNT)

INVOICE-TYPE DESCRIPTION                          PERIOD   DATE    SE      TERM-DESCRIPTION           G/L ACCOUNT No
------------ ---------------------------          ------  --------  --  ---------  --  ------------------------  --------------
STMT0123     JANUARY 2023 STATEMENT                01-23  01/17/23  N  N   N     -Unknown Discount Trm    20200

Line      Description                                     G/L Account No CTR      Unit(s)    Unit Cost     Amount
----      ----------------------------                    ---------------  ---    --------   -----------   ----------
0001      JANUARY 2023 STATEMENT                          01  53015 1130             1        233.30       233.30
                                                          ( General Fund Repair/Maint Parks & Recreat )
0002      JANUARY 2023 STATEMENT                          59  53015 1130             1        238.12       238.12
                                                          ( Building Facili Repair/Maint Parks & Recreat )
0003      JANUARY 2023 STATEMENT                          03  55060 1120             1        105.18       105.18
                                                          ( Streets/Sidewal Patching Streets/Roads )
0004      JANUARY 2023 STATEMENT                          01  55012 1150             1        144.48       144.48
                                                          ( General Fund Holiday decor Marketing )
0005      JANUARY 2023 STATEMENT                          80  53015 1600             1         47.05        47.05
                                                          ( Effluent Disp. Repair/Maint Effluent )
0006      JANUARY 2023 STATEMENT                          10  67050 1510             1        144.22       144.22
                                                          ( Sewer M&O O & M-Sewer Plt Sewer Treatment )
0007      JANUARY 2023 STATEMENT                          01  69070 1510             1         20.00        20.00
                                                          ( General Fund PayChex & Bank Sewer Treatment )
0008      JANUARY 2023 STATEMENT                          01  69070 1130             1         20.00        20.00
                                                          ( General Fund PayChex & Bank Parks & Recreat )
                                                                                                          -----------
                                                                            Invoice Extension ---->         952.35


                                                                            Vendor Total --------->         952.35
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3478 BUSKIRK AVE. SUITE 215        ***  VENDOR.: MAZ01 (MAZE & ASSOCIATES)

INVOICE-TYPE DESCRIPTION                          PERIOD   DATE    SE      TERM-DESCRIPTION           G/L ACCOUNT No
------------ ---------------------------          ------  --------  --  ---------  --  ------------------------  --------------
   47982     AUDITING SERVICES FY ENDING 6/30/22  01-23  12/31/22  N  N   N     -Unknown Discount Trm    20200

Line      Description                                     G/L Account No CTR      Unit(s)    Unit Cost     Amount
----      ----------------------------                    ---------------  ---    --------   -----------   ----------
0001      AUDITING SERVICES FY ENDING 6/30/22             01  61015 1050             1       3362.40      3362.40
                                                          ( General Fund Audit & Acctg Finance )
0002      AUDITING SERVICES FY ENDING 6/30/22             03  61015 1050             1        186.80       186.80
                                                          ( Streets/Sidewal Audit & Acctg Finance )
0003      AUDITING SERVICES FY ENDING 6/30/22             10  61015 1050             1       3922.80      3922.80
                                                          ( Sewer M&O Audit & Acctg Finance )
0004      AUDITING SERVICES FY ENDING 6/30/22             59  61015 1050             1        747.20       747.20
                                                          ( Building Facili Audit & Acctg Finance )
0005      AUDITING SERVICES FY ENDING 6/30/22             80  61015 1050             1       1120.80      1120.80
                                                          ( Effluent Disp. Audit & Acctg Finance )
                                                                                                          -----------
                                                                            Invoice Extension ---->        9340.00


                                                                            Vendor Total --------->        9340.00
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PO BOX 7690                        ***  VENDOR.: MCM02 (MCMASTER-CARR SUPPLY CO)

INVOICE-TYPE DESCRIPTION                          PERIOD   DATE    SE      TERM-DESCRIPTION           G/L ACCOUNT No
------------ ---------------------------          ------  --------  --  ---------  --  ------------------------  --------------
90486418     WWTP                                 01-23  01/04/23  N  N   N     -Unknown Discount Trm    20200

Line      Description                                     G/L Account No CTR      Unit(s)    Unit Cost     Amount
----      ----------------------------                    ---------------  ---    --------   -----------   ----------
0001      WWTP                                            10  67050 1510             1       1627.00      1627.00
                                                          ( Sewer M&O O & M-Sewer Plt Sewer Treatment )
                                                                                                          -----------
                                                                            Invoice Extension ---->        1627.00
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PO BOX 7690   *** VENDOR.: MCM02 (MCMASTER-CARR SUPPLY CO)

INVOICE-TYPE DESCRIPTION   PERIOD   DATE   SE   TERM-DESCRIPTION   G/L ACCOUNT No
------------ ---------------------------------------   ------ -------- -- ---------- -- ------------------------- --------------

                                                                    Vendor Total ---------->   1627.00
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....
PAYMENT PROCESSING CENTER   *** VENDOR.: MUT01 (MUTUAL OF OMAHA)
PO BOX 2147
INVOICE-TYPE DESCRIPTION   PERIOD   DATE   SE   TERM-DESCRIPTION   G/L ACCOUNT No
------------ ---------------------------------------   ------ -------- -- ---------- -- ------------------------- --------------
474870629   FEBRUARY 2023 LTD/STD PREMIUMS   01-23 01/23/23 N N N   -Unknown Discount Trm   20200

Line   Description   G/L Account No CTR   Unit(s)   Unit Cost   Amount
----   --- -------------- ---   -------- -----------   -----------
0001   FEBRUARY 2023 LTD/STD PREMIUMS   01 41040 1060   1   96.62   96.62
                                                       (General Fund Employee Benefi Police Dept)
0002   FEBRUARY 2023 LTD/STD PREMIUMS   01 41040 1020   1   31.35   31.35
                                                       (General Fund Employee Benefi City Clerk)
0003   FEBRUARY 2023 LTD/STD PREMIUMS   07 41040 1020   1   .42   .42
                                                       (Cemetery Employee Benefi City Clerk)
0004   FEBRUARY 2023 LTD/STD PREMIUMS   80 41040 1020   1   10.59   10.59
                                                       (Effluent Disp. Employee Benefi City Clerk)
0005   FEBRUARY 2023 LTD/STD PREMIUMS   03 41040 1120   1   13.01   13.01
                                                       (Streets/Sidewal Employee Benefi Streets/Roads)
0006   FEBRUARY 2023 LTD/STD PREMIUMS   01 41040 1130   1   32.49   32.49
                                                       (General Fund Employee Benefi Parks & Recreat)
0007   FEBRUARY 2023 LTD/STD PREMIUMS   10 41040 1510   1   55.06   55.06
                                                       (Sewer M&O Employee Benefi Sewer Treatment)
0008   FEBRUARY 2023 LTD/STD PREMIUMS   10 41040 1520   1   47.73   47.73
                                                       (Sewer M&O Employee Benefi Sewer Collectio)
0009   FEBRUARY 2023 LTD/STD PREMIUMS   80 41040 1600   1   32.38   32.38
                                                       (Effluent Disp. Employee Benefi Effluent)
0010   FEBRUARY 2023 LTD/STD PREMIUMS   29 41040 1140   1   2.51   2.51
                                                       (Swimming Pool Employee Benefi Swimming Pool)
0011   FEBRUARY 2023 LTD/STD PREMIUMS   59 41040 1130   1   8.12   8.12
                                                       (Building Facili Employee Benefi Parks & Recreat)
0012   FEBRUARY 2023 LTD/STD PREMIUMS   01 41040 1050   1   16.85   16.85
                                                       (General Fund Employee Benefi Finance)
0013   FEBRUARY 2023 LTD/STD PREMIUMS   03 41040 1050   1   1.33   1.33
                                                       (Streets/Sidewal Employee Benefi Finance)
0014   FEBRUARY 2023 LTD/STD PREMIUMS   10 41040 1050   1   19.39   19.39
                                                       (Sewer M&O Employee Benefi Finance)
0015   FEBRUARY 2023 LTD/STD PREMIUMS   80 41040 1050   1   6.65   6.65
                                                       (Effluent Disp. Employee Benefi Finance)
0016   FEBRUARY 2023 LTD/STD PREMIUMS   59 41040 1050   1   .93   .93
                                                       (Building Facili Employee Benefi Finance)

                                                                    Invoice Extension ---->   375.43

                                                                    Vendor Total ---------->   375.43
                                                                                                 ============

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FILE 56893   *** VENDOR.: NAP01 (NAPA AUTO PARTS)

INVOICE-TYPE DESCRIPTION   PERIOD   DATE   SE   TERM-DESCRIPTION   G/L ACCOUNT No
------------ ---------------------------------------   ------ -------- -- ---------- -- ------------------------- --------------
STMTDEC22   DECEMBER 2022 STATEMENT   01-23 12/31/22 N N N   -Unknown Discount Trm   20200

Line   Description   G/L Account No CTR   Unit(s)   Unit Cost   Amount
----   --- -------------- ---   -------- -----------   -----------
0001   DECEMBER 2022 STATEMENT   10 67009 1510   1   186.45   186.45
                                                       (Sewer M&O Vehicle Maintna Sewer Treatment)
0002   DECEMBER 2022 STATEMENT   01 67009 1130   1   126.40   126.40
                                                       (General Fund Vehicle Maintna Parks & Recreat)

                                                                    Invoice Extension ---->   312.85

                                                                    Vendor Total ---------->   312.85
                                                                                                 ============

....
PO Box 997300   *** VENDOR.: PAC01 (PG&E (Lighting District))

INVOICE-TYPE DESCRIPTION   PERIOD   DATE   SE   TERM-DESCRIPTION   G/L ACCOUNT No
------------ ---------------------------------------   ------ -------- -- ---------- -- ------------------------- --------------
29440123   CRESTVIEW ESTATES   01-23 01/13/23 N N N   A-NET30 FROM INVOICE   20200

Line   Description   G/L Account No CTR   Unit(s)   Unit Cost   Amount
----   --- -------------- ---   -------- -----------   -----------
0001   CRESTVIEW ESTATES   04 66025 1450   1   85.93   85.93
                                                       (Crestview Lgt/D Street Lights CrestView Lgt)

                                                                    Invoice Extension ---->   85.93

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PO Box 997300              *** VENDOR.: PAC01  (PG&E (Lighting District))
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INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
42830123	PLAZA LIGHTING	01-23	01/13/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	PLAZA LIGHTING	03 66025 1120	1	274.44	274.44
		(Streets/Sidewal Street Lights Streets/Roads)			
				Invoice Extension ---->	274.44

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
50170123	SIERRA WEST BUSINESS PARK	01-23	01/13/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	SIERRA WEST BUSINESS PARK	03 66025 1120	1	117.84	117.84
		(Streets/Sidewal Street Lights Streets/Roads)			
				Invoice Extension ---->	117.84

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
63050123	VALLEY VIEW/BOWERS	01-23	01/13/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	VALLEY VIEW/BOWERS	03 66025 1120	1	51.52	51.52
		(Streets/Sidewal Street Lights Streets/Roads)			
				Invoice Extension ---->	51.52

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
83880123	CHURCH ST	01-23	01/13/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	CHURCH ST	03 66025 1120	1	136.50	136.50
		(Streets/Sidewal Street Lights Streets/Roads)			
				Invoice Extension ---->	136.50

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
92690123	MAIN ST	01-23	01/13/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	MAIN ST	03 66025 1120	1	2045.51	2045.51
		(Streets/Sidewal Street Lights Streets/Roads)			
				Invoice Extension ---->	2045.51

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
96690123	SUTTER CREST & MANOR ST	01-23	01/13/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	SUTTER CREST & MANOR ST	03 66025 1120	1	320.77	320.77
		(Streets/Sidewal Street Lights Streets/Roads)			
				Invoice Extension ---->	320.77

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                                                      Vendor Total --------->          3032.51
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.........................................................................................................
LOCKBOX #0134114           *** VENDOR.: PRE03  (PREMIERE ACCESS INSURANCE CO)
P.O. BOX 884114
```

INVOICE-TYPE	DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
FEB2023	FEBRUARY 2023 DENTAL PREMIUMS	01-23	01/23/23	N N N	-Unknown Discount Trm	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FEBRUARY 2023 DENTAL PREMIUMS	01 41040 1060	1	378.83	378.83
		(General Fund Employee Benefi Police Dept)			
0002	FEBRUARY 2023 DENTAL PREMIUMS	03 41040 1120	1	61.73	61.73
		(Streets/Sidewal Employee Benefi Streets/Roads)			
0003	FEBRUARY 2023 DENTAL PREMIUMS	01 41040 1130	1	118.12	118.12
		(General Fund Employee Benefi Parks & Recreat)			
0004	FEBRUARY 2023 DENTAL PREMIUMS	10 41040 1510	1	98.21	98.21
		(Sewer M&O Employee Benefi Sewer Treatment)			

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LOCKBOX #0134114                        *** VENDOR.: PRE03  (PREMIERE ACCESS INSURANCE CO)
P.O. BOX 884114
INVOICE-TYPE DESCRIPTION                          PERIOD   DATE    SE     TERM-DESCRIPTION        G/L ACCOUNT No
------------ -----------                          ------ -------- --  --------- --  ----------------------  --------------
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Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0005	FEBRUARY 2023 DENTAL PREMIUMS	10 41040 1520	1	235.99	235.99
		(Sewer M&O Employee Benefi Sewer Collectio)			
0006	FEBRUARY 2023 DENTAL PREMIUMS	80 41040 1600	1	116.00	116.00
		(Effluent Disp. Employee Benefi Effluent)			
0007	FEBRUARY 2023 DENTAL PREMIUMS	29 41040 1140	1	10.49	10.49
		(Swimming Pool Employee Benefi Swimming Pool)			
0008	FEBRUARY 2023 DENTAL PREMIUMS	59 41040 1130	1	32.32	32.32
		(Building Facili Employee Benefi Parks & Recreat)			
0009	FEBRUARY 2023 DENTAL PREMIUMS	01 41040 1050	1	30.57	30.57
		(General Fund Employee Benefi Finance)			
0010	FEBRUARY 2023 DENTAL PREMIUMS	59 41040 1050	1	2.78	2.78
		(Building Facili Employee Benefi Finance)			
0011	FEBRUARY 2023 DENTAL PREMIUMS	10 41040 1050	1	22.24	22.24
		(Sewer M&O Employee Benefi Finance)			

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                                                            Invoice Extension ---->      1107.28


                                                            Vendor Total --------->      1107.28
                                                                                    ============
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P.O. BOX 77202                          *** VENDOR.: PRI08  (PRINCIPAL LIFE INS. COMPANY)

INVOICE-TYPE DESCRIPTION                          PERIOD   DATE    SE     TERM-DESCRIPTION        G/L ACCOUNT No
------------ -----------                          ------ -------- --  --------- --  ----------------------  --------------
FEB2023     FEBRUARY 2023 VISION PREMIUMS         01-23  01/19/23   N  N  N    -Unknown Discount Trm        20200
```

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FEBRUARY 2023 VISION PREMIUMS	01 41040 1060	1	23.67	23.67
		(General Fund Employee Benefi Police Dept)			
0002	FEBRUARY 2023 VISION PREMIUMS	01 41040 1020	1	21.44	21.44
		(General Fund Employee Benefi City Clerk)			
0003	FEBRUARY 2023 VISION PREMIUMS	80 41040 1020	1	7.24	7.24
		(Effluent Disp. Employee Benefi City Clerk)			
0004	FEBRUARY 2023 VISION PREMIUMS	07 41040 1020	1	.29	.29
		(Cemetery Employee Benefi City Clerk)			
0005	FEBRUARY 2023 VISION PREMIUMS	03 41040 1120	1	8.38	8.38
		(Streets/Sidewal Employee Benefi Streets/Roads)			
0006	FEBRUARY 2023 VISION PREMIUMS	01 41040 1130	1	16.14	16.14
		(General Fund Employee Benefi Parks & Recreat)			
0007	FEBRUARY 2023 VISION PREMIUMS	10 41040 1510	1	13.42	13.42
		(Sewer M&O Employee Benefi Sewer Treatment)			
0008	FEBRUARY 2023 VISION PREMIUMS	10 41040 1520	1	32.19	32.19
		(Sewer M&O Employee Benefi Sewer Collectio)			
0009	FEBRUARY 2023 VISION PREMIUMS	80 41040 1600	1	15.65	15.65
		(Effluent Disp. Employee Benefi Effluent)			
0010	FEBRUARY 2023 VISION PREMIUMS	29 41040 1140	1	1.41	1.41
		(Swimming Pool Employee Benefi Swimming Pool)			
0011	FEBRUARY 2023 VISION PREMIUMS	59 41040 1130	1	1.58	1.58
		(Building Facili Employee Benefi Parks & Recreat)			
0012	FEBRUARY 2023 VISION PREMIUMS	59 41040 1050	1	3.29	3.29
		(Building Facili Employee Benefi Finance)			
0013	FEBRUARY 2023 VISION PREMIUMS	01 41040 1050	1	6.31	6.31
		(General Fund Employee Benefi Finance)			
0014	FEBRUARY 2023 VISION PREMIUMS	03 41040 1050	1	.39	.39
		(Streets/Sidewal Employee Benefi Finance)			
0015	FEBRUARY 2023 VISION PREMIUMS	80 41040 1050	1	1.97	1.97
		(Effluent Disp. Employee Benefi Finance)			
0016	FEBRUARY 2023 VISION PREMIUMS	10 41040 1050	1	6.71	6.71
		(Sewer M&O Employee Benefi Finance)			

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                                                            Invoice Extension ---->       160.08


                                                            Vendor Total --------->       160.08
                                                                                    ============
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PO Box 1144                             *** VENDOR.: SAF03  (Safeguard Pest Control)

INVOICE-TYPE DESCRIPTION                          PERIOD   DATE    SE     TERM-DESCRIPTION        G/L ACCOUNT No
------------ -----------                          ------ -------- --  --------- --  ----------------------  --------------
375178      MONTEVERDE STORE PEST CONTROL         01-23  12/28/22   N  N  N    -Unknown Discount Trm        20200
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Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	MONTEVERDE STORE PEST CONTROL	17 67015 1720	1	84.00	84.00
		(M.V.Store Trust O&M Blg/Structu MonteVerde Muse)			

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                                                            Invoice Extension ---->        84.00


                                                            Vendor Total --------->        84.00
                                                                                    ============
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11751 SWEET PEA WAY            *** VENDOR.: SIE23  (SIERRA SEPTIC SERVICES, INC.)

INVOICE-TYPE DESCRIPTION                        PERIOD  DATE    SE           TERM-DESCRIPTION         G/L ACCOUNT No
------------ -------------------------------    ------ -------- -- -------- -- ------------------------ ---------------
   3265      GRAVIT BOX RENTAL NOV/DEC 2022      01-23 01/03/23    N N N     -Unknown Discount Trm       20200

Line      Description                                 G/L Account No CTR        Unit(s)   Unit Cost      Amount
----      -------------------------------------       -------------- ---        --------  -----------    -----------
0001      GRAVIT BOX RENTAL NOV/DEC 2022              10  67060 1510                   1    5600.00         5600.00
                                                      ( Sewer M&O Sludge Sewer Treatment )
                                                                                                        -----------
                                                                        Invoice Extension ---->            5600.00


                                                                        Vendor Total --------->            5600.00
                                                                                                        ===========

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PO BOX 597                     *** VENDOR.: SIG01  (SIGNAL SERVICE)

INVOICE-TYPE DESCRIPTION                        PERIOD  DATE    SE           TERM-DESCRIPTION         G/L ACCOUNT No
------------ -------------------------------    ------ -------- -- -------- -- ------------------------ ---------------
   364263    HISTORIC GRAMMAR SCHOOL FIRE ALARM  01-23 01/17/23    N N N     -Unknown Discount Trm       20200

Line      Description                                 G/L Account No CTR        Unit(s)   Unit Cost      Amount
----      -------------------------------------       -------------- ---        --------  -----------    -----------
0001      HISTORIC GRAMMAR SCHOOL FIRE ALARM          59  67015 1130                   1     595.17          595.17
                                                      ( Building Facili O&M Blg/Structu Parks & Recreat )
                                                                                                        -----------
                                                                        Invoice Extension ---->             595.17


INVOICE-TYPE DESCRIPTION                        PERIOD  DATE    SE           TERM-DESCRIPTION         G/L ACCOUNT No
------------ ----------------------------------- ------ -------- -- -------- -- ------------------------ ---------------
   364948    HISTORIC GRAMMAR SCHOOL FIRE SYSTEM BATTERY 01-23 01/17/23  N N N  -Unknown Discount Trm     20200

Line      Description                                 G/L Account No CTR        Unit(s)   Unit Cost      Amount
----      -------------------------------------       -------------- ---        --------  -----------    -----------
0001      HISTORIC GRAMMAR SCHOOL FIRE SYSTEM BATTERY  59  67015 1130                   1     215.04          215.04
                                                      ( Building Facili O&M Blg/Structu Parks & Recreat )
                                                                                                        -----------
                                                                        Invoice Extension ---->             215.04


                                                                        Vendor Total --------->             810.21
                                                                                                        ===========

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P.O. BOX 2209                  *** VENDOR.: TEX01  (TEXAS LIFE INSURANCE COMPANY)

INVOICE-TYPE DESCRIPTION                        PERIOD  DATE    SE           TERM-DESCRIPTION         G/L ACCOUNT No
------------ -------------------------------    ------ -------- -- -------- -- ------------------------ ---------------
   FEB2023   FEBRUARY 2023 LIFE INSURANCE PREMIUMS 01-23 01/17/23  N N N     -Unknown Discount Trm       20200

Line      Description                                 G/L Account No CTR        Unit(s)   Unit Cost      Amount
----      -------------------------------------       -------------- ---        --------  -----------    -----------
0001      FEBRUARY 2023 LIFE INSURANCE PREMIUMS       01  41040 1040                   1      94.61           94.61
                                                      ( General Fund Employee Benefi City Manager )
0002      FEBRUARY 2023 LIFE INSURANCE PREMIUMS       10  41040 1040                   1      63.08           63.08
                                                      ( Sewer M&O Employee Benefi City Manager )
0003      FEBRUARY 2023 LIFE INSURANCE PREMIUMS       80  41040 1040                   1      52.56           52.56
                                                      ( Effluent Disp. Employee Benefi City Manager )
0004      FEBRUARY 2023 LIFE INSURANCE PREMIUMS       01  41040 1020                   1     109.34          109.34
                                                      ( General Fund Employee Benefi City Clerk )
0005      FEBRUARY 2023 LIFE INSURANCE PREMIUMS       07  41040 1020                   1       1.48            1.48
                                                      ( Cemetery Employee Benefi City Clerk )
0006      FEBRUARY 2023 LIFE INSURANCE PREMIUMS       80  41040 1020                   1      36.93           36.93
                                                      ( Effluent Disp. Employee Benefi City Clerk )
                                                                                                        -----------
                                                                        Invoice Extension ---->             358.00


                                                                        Vendor Total --------->             358.00
                                                                                                        ===========

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PO BOX 35146                   *** VENDOR.: THA02  (THATCHER COMPANY - LB1106)

INVOICE-TYPE DESCRIPTION                        PERIOD  DATE    SE           TERM-DESCRIPTION         G/L ACCOUNT No
------------ -------------------------------    ------ -------- -- -------- -- ------------------------ ---------------
   50108167  Supplies - Chem Sewer Tre          01-23 01/12/23    N N N     -Unknown Discount Trm       20200

Line      Description                                 G/L Account No CTR        Unit(s)   Unit Cost      Amount
----      -------------------------------------       -------------- ---        --------  -----------    -----------
0001      Supplies - Chem Sewer Tre                   10  52015 1510                   1    6085.60         6085.60
                                                      ( Sewer M&O Supplies - Chem Sewer Treatment )
                                                                                                        -----------
                                                                        Invoice Extension ---->            6085.60


                                                                        Vendor Total --------->            6085.60
                                                                                                        ===========
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206 Peek Street                   *** VENDOR.: WEA01  (Weatherby, Reynolds, Fritson)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
39569 Engineering	01-23	12/31/22	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	Engineering	10 61025 1115	1	1845.00	1845.00
		(Sewer M&O Engineering Engineering)			
0002	Engineering	10 55065 1115 136	1	202.50	202.50
		(Sewer M&O E&P Reimb Engr. Engineering)			

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                                                         Invoice Extension ---->      2047.50
                                                                                 -----------


                                                         Vendor Total --------->      2047.50
                                                                                 ===========
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P.O. BOX 251                      *** VENDOR.: WEB01  (Weber, Ghio & Assoc, Inc.)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11206 GENERAL ENGINEERING	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	GENERAL ENGINEERING	01 61025 1115	1	319.00	319.00
		(General Fund Engineering Engineering)			

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                                                         Invoice Extension ---->       319.00
                                                                                 -----------
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11207 CIP ESTIMATE	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	CIP ESTIMATE	01 61025 1115	1	5190.50	5190.50
		(General Fund Engineering Engineering)			

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                                                         Invoice Extension ---->      5190.50
                                                                                 -----------
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11208 CRAMER HILLS PARCEL MAP	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	CRAMER HILLS PARCEL MAP	01 55065 1115 111	1	325.00	325.00
		(General Fund E&P Reimb Engr. Engineering)			

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                                                         Invoice Extension ---->       325.00
                                                                                 -----------
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11209 PG&E EP RIDGE & SUTTER HILL PSPS UPGRADES	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	PG&E EP RIDGE & SUTTER HILL PSPS UPGRADES	01 61028 1115	1	596.88	596.88
		(General Fund Plan Chk & Insp Engineering)			

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                                                         Invoice Extension ---->       596.88
                                                                                 -----------
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11210 GARDELLA - 440 HIGHWAY 49 SITE PLAN REVIEW	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	GARDELLA - 440 HIGHWAY 49 SITE PLAN REVIEW	01 55065 1115 136	1	125.00	125.00
		(General Fund E&P Reimb Engr. Engineering)			

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                                                         Invoice Extension ---->       125.00
                                                                                 -----------
```

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11211 BUILDING DEPT SERVICES	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	BUILDING DEPT SERVICES	01 61028 1100	1	2308.13	2308.13
		(General Fund Plan Chk & Insp Building DEPT)			

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                                                         Invoice Extension ---->      2308.13
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P.O. BOX 251                         ***  VENDOR.: WEB01  (Weber, Ghio & Assoc, Inc.)
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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11212    MENEELY - 89 MESA DE ORO              01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      MENEELY - 89 MESA DE ORO                         01  61028 1100                 1        32.50        32.50
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->           32.50
```

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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11214    GRIFFIN COMPANY - 133 BADGER RD       01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      GRIFFIN COMPANY - 133 BADGER RD                  01  61028 1100                 1       891.26       891.26
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->          891.26
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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11215    REID - 153 BADGER RD                  01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      REID - 153 BADGER RD                             01  61028 1100                 1       251.26       251.26
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->          251.26
```

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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11216    CABEZAS - 134 CREEK VIEW CT           01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      CABEZAS - 134 CREEK VIEW CT                      01  61028 1100                 1       244.38       244.38
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->          244.38
```

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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11217    PFEIFFER - 17 NICKERSON ST            01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      PFEIFFER - 17 NICKERSON ST                       01  61028 1100                 1       115.63       115.63
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->          115.63
```

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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11218    WILLIAMS - 60 BROADWAY ST             01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      WILLIAMS - 60 BROADWAY ST                        01  61028 1100                 1       157.50       157.50
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->          157.50
```

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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11219    BELLOTTI - 229 SUTTER CREST WEST      01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      BELLOTTI - 229 SUTTER CREST WEST                 01  61028 1100                 1       150.00       150.00
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->          150.00
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INVOICE-TYPE DESCRIPTION                          PERIOD   DATE   SE          TERM-DESCRIPTION        G/L ACCOUNT No
------------ ---------------------------------    ------ -------- -- -------- -- ------------------------ --------------
   11220    REHER - 284 CALIFORNIA DR             01-23  01/10/23    N  N  N    A-NET30 FROM INVOICE         20200

Line      Description                                      G/L Account No CTR       Unit(s)   Unit Cost    Amount
----      -----------------------------------------        -------------- ---       --------  ----------   ----------
0001      REHER - 284 CALIFORNIA DR                        01  61028 1100                 1       125.63       125.63
                                                         ( General Fund Plan Chk & Insp Building DEPT )
                                                                                                          ----------
                                                                         Invoice Extension ---->          125.63
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P.O. BOX 251                    *** VENDOR.: WEB01 (Weber, Ghio & Assoc, Inc.)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11221 MARLER - 100 DAVID DR	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	MARLER - 100 DAVID DR	01 61028 1100	1	115.63	115.63
		(General Fund Plan Chk & Insp Building DEPT)			
				Invoice Extension ---->	115.63

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11222 FINE - 85 BROAD ST	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	FINE - 85 BROAD ST	01 61028 1100	1	62.50	62.50
		(General Fund Plan Chk & Insp Building DEPT)			
				Invoice Extension ---->	62.50

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11223 ANDERSON - 267 CALIFORNIA DR	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	ANDERSON - 267 CALIFORNIA DR	01 61028 1100	1	156.25	156.25
		(General Fund Plan Chk & Insp Building DEPT)			
				Invoice Extension ---->	156.25

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11224 JACKSON RANCHERIA - 92 RIDGE RD	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	JACKSON RANCHERIA - 92 RIDGE RD	01 61028 1100 141	1	753.50	753.50
		(General Fund Plan Chk & Insp Building DEPT)			
				Invoice Extension ---->	753.50

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11225 YSALGUE - 225 PATRICIA LN	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	YSALGUE - 225 PATRICIA LN	01 61028 1100	1	125.00	125.00
		(General Fund Plan Chk & Insp Building DEPT)			
				Invoice Extension ---->	125.00

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11226 BRYSON PARK UPGRADE	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	BRYSON PARK UPGRADE	89 70030 1130 G11	1	467.00	467.00
		(CIP Improvements Parks & Recreat)			
				Invoice Extension ---->	467.00

INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No
11227 GOPHER FLAT REALIGNMENT PROJECT	01-23	01/10/23	N N N	A-NET30 FROM INVOICE	20200

Line	Description	G/L Account No CTR	Unit(s)	Unit Cost	Amount
0001	GOPHER FLAT REALIGNMENT PROJECT	89 61025 1120	1	623.75	623.75
		(CIP Engineering Streets/Roads)			
				Invoice Extension ---->	623.75

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                                                         Vendor Total --------->     13136.30
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PO BOX 77096                    *** VENDOR.: WEL06 (WELLS FARGO FINANCIAL LEASING)
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INVOICE-TYPE DESCRIPTION	PERIOD	DATE	SE	TERM-DESCRIPTION	G/L ACCOUNT No

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PO BOX 77096                          ***  VENDOR.: WEL06   (WELLS FARGO FINANCIAL LEASING)

INVOICE-TYPE DESCRIPTION                             PERIOD  DATE   SE        TERM-DESCRIPTION          G/L ACCOUNT No
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 23339667    COPIER LEASE                            01-23  01/04/23   N  N  N    -Unknown Discount Trm      20200

Line     Description                                    G/L Account No CTR      Unit(s)     Unit Cost     Amount
----     ----------------------------------------       -------------- ---      --------   -----------   ----------
0001     COPIER LEASE                                   01 52010 1050               1         85.34         85.34
                                                        ( General Fund Gen. Supplies Finance )
0002     COPIER LEASE                                   03 52010 1050               1          4.74          4.74
                                                        ( Streets/Sidewal Gen. Supplies Finance )
0003     COPIER LEASE                                   10 52010 1050               1         99.56         99.56
                                                        ( Sewer M&O Gen. Supplies Finance )
0004     COPIER LEASE                                   59 52010 1050               1         18.96         18.96
                                                        ( Building Facili Gen. Supplies Finance )
0005     COPIER LEASE                                   80 52010 1050               1         28.45         28.45
                                                        ( Effluent Disp. Gen. Supplies Finance )
                                                                                              -----------
                                                                       Invoice Extension ---->      237.05


                                                                       Vendor Total --------->      237.05
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                                                                    ** Total Invoices ----->   107394.87
                                                                    ** Total Checks ------->        .00
                                                                                              -----------
                                                                    *** Total Purchases --->   107394.87
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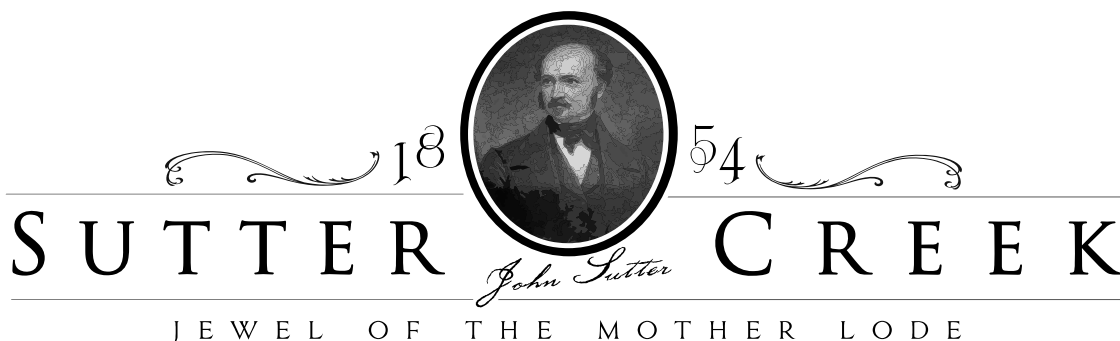
SUTTER CREEK

1854   18

John Sutter

JEWEL OF THE MOTHER LODE

STAFF REPORT

TO:	**THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
MEETING DATE:	**FEBRUARY 6, 2023**
FROM:	**DEREK COLE, CITY ATTORNEY**
SUBJECT:	**APPROVAL OF AMENDED AND RESTATED FRANCHISE AGREEMENT WITH ACES WASTE SERVICES, INC. FOR SOLID-WASTE COLLECTION WITHIN CITY LIMITS**

BACKGROUND AND HISTORY:

State law, specifically Public Resources Code Section 40000 et seq, authorizes local agencies to make adequate provisions for the solid waste collection within their jurisdictions. State law also allows local agencies to enter into exclusive franchise agreements with private haulers of solid waste. Consistent with these authorities, Chapter 9.08 of the Sutter Creek Municipal Code codifies the City's requirements concerning disposal of solid waste and authorizes the City to grant an exclusive franchise to a private business for solid-waste collection.

Effective July 1, 2009, and in accordance with state law and the City Code, the City entered into an exclusive Franchise Agreement with ACES for collection of solid waste within City limits. The agreement required ACES to collect all residential solid waste generated from within the City. The original agreement granted an exclusive franchise for 5 years with an additional 5-year extension, exercisable at ACES' sole discretion.

In 2015, the City Council and ACES entered into an amended Franchise Agreement. The amended agreement extended the term of the exclusive ACES franchise through December 31, 2024 and provided for an additional 10-year extension upon mutual agreement of the parties. Among other things, the amendment also identified the City's responsibilities under Proposition 218 and over other administrative functions.

As part of its obligations under these agreements, ACES has agreed to facilitate the City's compliance with AB 939 waste-diversion requirements and to indemnify the City for failure to comply with that law. Under the agreements, ACES has agreed to provide indemnities, maintain

adequate insurance, and furnish a performance bond to guarantee its performance of these responsibilities.

DISCUSSION:

Staff proposes, and ACES is requesting the execution of, an Amended and Restated Franchise Agreement that readopts the vast majority of terms and conditions in the current Agreement, but with certain amendments. For the Council's convenience, a redline is provided to identify the specific changes that would be made in the restated agreement. This redline version identifies the changes requested by ACES (through its legal counsel, Jasun Molinelli) and by the City (through the City Attorney).

A summary of the key changes is as follows:

1.   The restated agreement would extend ACES' exclusive franchise through **December 31, 2037**, and provide an option for one additional five-year extension thereafter (**Article C**).

2.   The restated agreement would obligate ACES to work with the City to implement any SB 1383 requirements concerning recycling of organic material. The Council may recall that this subject was comprehensively discussed at City Council meeting in 2022 (**Article E**).

3.   The restated agreement will require ACES to provide an indemnity concerning AB 939 compliance (**Article F**).

4.   The restated agreement will restate the general performance standard ACES must meet in executing its obligations under the agreement (**Article G**).

5.   The restated agreement will authorize the imposition of a fuel surcharge (**Article J**).

6.   The restated agreement will clarify the timing and obligations concerning periodic detailed rate reviews (**Article J**).

7.   The restated agreement shall clarify the City's and ACES' obligation concerning franchise fees (**Article K**).

8.   The restated agreement shall codify and clarify the City's enforcement authority in the event of noncompliance or nonperformance (**Article S**).

9.   The restated agreement will make several technical and non-substantive changes to clarify phrases, provide more readable numbering conventions, and to make related revisions.

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution Authorizing Execution of the Amended and Restated Franchise Agreement with ACES Waste Services, Inc.

ATTACHMENTS:

1. Redline version of Amended and Restated Franchise Agreement
2. Resolution Authorizing Execution of Amended and Restated Franchise Agreement
3. Final Version of Amended and Restated Franchise Agreement (with Attachments to be incorporated into agreement)

AMENDED AND RESTATED FRANCHISE AGREEMENT
FOR SOLID WASTE COLLECTION, DISPOSAL
AND RECYCLING SERVICES

THIS FRANCHISE AGREEMENT is made and entered into effective ~~January 1, 2015~~January 1, 20~~2~~32 ("Effective Date") between the City of Sutter Creek, a municipal corporation of the State of California, hereinafter referred to as "City"; and ACES WASTE SERVICES, INC., a California corporation, hereinafter referred to as "Contractor" or "ACES". This Agreement supersedes the previous franchise agreement between the City and Contractor, dated ~~[date] 2009~~January 1, 2015.

WHEREAS, the public health, safety and welfare, and Public Resources Code § 40059 require measures be taken by the City to provide for collection and disposal of refuse; and.

WHEREAS, Contractor desires to collect and dispose of all solid waste, garbage, rubbish, green waste, organic waste and waste matter including recyclables, accumulated in City and any service area over which it has jurisdiction.

NOW, THEREFORE IT IS HEREBY AGREED between the parties hereto as follows:

ARTICLE A. DEFINITIONS.

1. As used in this Franchise, the terms "collection", "collection vehicle or equipment", "garbage", "litter", "putrescible", "recyclable material", "recycling", "removal", "refuse", "resource recovery", "rubbish", "scavenging" and "solid waste" shall have the meaning and be defined as set forth in Article 09.08.010~~8.04.020~~ of the Sutter Creek Municipal Code and any amendments thereto.

ARTICLE B. REFUSE COLLECTION AREA.

1. The collection area for the collection of refuse by Contractor as herein provided is described as follows:

> All residential, commercial, and industrial areas within the boundaries of the City of Sutter Creek as they existed on the effective date of this Franchise Agreement, and as they may be hereafter modified or increased by annexation or de-annexation. Territory annexed to the City shall be added to the franchise area granted by this Agreement, and Contractor shall be permitted to adjust rates to be consistent with his corresponding schedule within said area.

ARTICLE C. FRANCHISE PURPOSE, TERM, AND COMMENCEMENT

1. **Exercise of City Rights.** City chooses to exercise its authority under Public Resources Code § 40059, its police power authority under the Constitution of the State of

California, and other applicable law, including the General Ordinances of the City of Sutter Creek, Chapter 9.08, to grant an exclusive franchise for the collection and disposal of all solid waste, garbage, refuse, green waste, organic waste, construction and demolition debris and recyclable materials as more fully set forth herein. Notwithstanding this grant of franchise, City retains and reserves to itself the full authority to regulate, correct, and control all activities of the franchise, including removal, termination, and suspension.

To the maximum extent allowed by law, City shall provide for franchisee control of all solid waste, garbage, refuse, green waste, organic waste, construction and demolition debris and recyclable materials ("Collection Materials") upon relinquishment of ownership by placement in the refuse collection and disposal system operated by franchisee.

2. **Exclusive Franchise.** City grants to Contractor the exclusive right to collect, haul, and dispose of ~~refuse~~ the Collection Materials within City for the period commencing upon the operational date of this Franchise, which is January 1, ~~2015~~ 20232, and continuing to and including December 31, ~~2024~~ 20376 ("Initial Term"). The parties shall mutually have the option to extend the Agreement for one additional (~~10~~5) ~~ten~~five-year term ("Extended Term"). The Extended Term shall automatically commence upon the expiration of the Initial Term unless either party gives 180 days' written notice to the other that it will not exercise the option to extend the Agreement as this paragraph provides.

Contractor shall commence collection, hauling, and disposal operations under this Agreement on the operative date of this Franchise ~~and upon the execution by Contractor of a performance bond or alternative performance security~~. Upon Franchise expiration or termination of this Agreement for any reason, City shall have the full right and authority to solicit proposals from any and all interested persons for these franchise privileges, without any obligations to or preference for the contractor herein.

ARTICLE D. REPRESENTATIONS, WARRANTIES AND COVENANTS

1. **Representations and Warranties of Contractor**. Contractor hereby makes the following representations and warranties for the benefit of the City as of the effective date of this Agreement:

A)   Contractor is duly organized and validly existing as a corporation in good standing under the laws of the State of California;

B)   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, or by its shareholders, if necessary;

C) The person signing this Agreement on behalf of the Contractor is authorized to do so, and this Agreement has been duly exercised and delivered by Contractor in accordance with the authorization of its Board of Directors or by its shareholders, if necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms;

D) Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder conflicts with, violates, or will result in a violation of any existing applicable law;

E) Contractor has sufficient financial resources to perform all aspects of its obligations hereunder;

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

2. **Representations and Warranties of the City**. The City hereby makes the following representations and warranties to and for the benefit of Contractor as of the effective date of this Agreement:

A) The City is a California municipal corporation, duly organized and validly existing under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations under this Agreement;

B) The Party executing this Agreement on behalf of the City is duly authorized by the City Council to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.

3. **Contractor's Covenants.** Contractor covenants it shall obtain and deliver to City within 15 days of the Effective Date, the following documents;

A) Certificates of Insurance. Contractor shall have furnished the City with ⸺ satisfactory Certificates(s) of Insurance in the form and according
to the   provisions of Article F of this Agreement. Such certificates shall
be   signed by Contractor's insurer, and shall clearly state the types of
and   amounts of coverage required under Article F, the effective dates
and   expiration dates of the policies, and all required endorsements.

B) Performance Bond. ~~Contractor~~ Unless waived by the City, Contractor shall have provided the City with, and the City shall have accepted, the Performance Bond or Alternative Performance Security as described in Article F of this Agreement.

3

4. **City Option to Terminate.** If the foregoing documents are have not been delivered to City in satisfactory form within 15 days of the Effective Date of this Agreement, City may terminate this Agreement with absolutely no continuing obligations to contractor and with resort to the rights and remedies provided for in Article M, Section 2 hereof.

ARTICLE E. COMPLIANCE WITH LAW, PERMITS

1. **Compliance with Law**. Contractor shall comply, at its expense, fully and faithfully with all local, state and federal and state laws, ordinances, regulations and permit requirements, as they may be amended from time to time, applicable to its performance under this Agreement or in any way related to Contractor's performance of the services required under this Agreement; including but not limited to local, state, and federal laws, ordinances and regulations relating to collection, disposal and processing of solid waste, recyclables, and yard waste; and laws, ordinances and regulations relating to protection of the environment. Without limiting the generality of the foregoing, Contractor shall, at its sole expense, prepare and complete, or arrange for the preparation and completion, of, any environmental impact report or other environmental reviews required under applicable local, state and federal law for the construction, modification or operation of physical plants, if any, necessary to perform the services provided under this Agreement.

2. **Permits, Authorizations, Licenses.** Contractor shall obtain and shall maintain throughout the term of this Agreement, at Contractor's sole expense, all necessary permits, licenses, inspections and approvals required for Contractor to perform all the work and services agreed to be performed by Contractor pursuant to this Agreement. Contractor shall show proof of such permits, licenses, or approvals upon the request of the City.

3. **SB 1383 Compliance**. California's SB 1383, adopted in November of 2020, requires local governments to reduce landfill disposal of organic waste by 75% by 2025 and to increase edible food waste recovery by 20%, subject to certain rural jurisdiction waiver(s). These regulations are the most far-reaching solid waste management changes in decades and implementation has been estimated at a cost of $20 to $40 billion over the next decade which will have an unavoidable impact on collection rates. Contractor shall collaborate with City to implement a program under SB 1383 and/or seek a waiver or exemption pursuant to 14 California Code of Regulations §§sections 18984.11 and 18984.12. If a waiver or exemption is obtained and valid until December 31, 2026 or until five (5) years after the date CalRecycle makes a determination that the statewide disposal of organic waste has not been reduced to 50 percent (50%) of the level of disposal during the 2014 calendar year, whichever is later, the Parties shall collaborate to have a City wide SB1383 organic waste program compliant with the then current applicable regulations in place

ARTICLE F. INDEMNIFICATION AND INSURANCE

4

1. **Contractor's Duty to Indemnify City.** To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless the City, its agents, officers, employees, successors, and appointed and elected officials (collectively, "Indemnitees") from and against all liabilities, claims, suits, allegations, actions, damages, interest, penalties, fines, and/or causes of action (collectively "claims") arising from or in connection with Contractor's exercise of the franchise, or which are caused by Contractor's failure to comply with laws legally binding on Contractor which are described in Article E. Contractor shall to the maximum extent allowed by law, indemnify and hold harmless the Indemnitees from and against all costs of investigations, litigation, negotiation or alternative dispute resolution; counsel fees' expenses incurred in obtaining expert testimony and the attendance of witnesses; and all other expenses and liabilities incurred in connection with the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered thereon, except to the extend such claims arise solely out of the active negligence or willful misconduct of the City. In the event of legal challenge to the issuance of this franchise, City shall be responsible for defense of any legal action arising from allegation of procedural irregularities in the granting of the franchise. Franchisee shall be responsible for, and shall indemnify and hold City harmless from, any legal action arising from the award of this franchise to franchisee, including any allegation of unfair business practices in the obtaining of the franchise, save and except for any procedural irregularities in granting the franchise. The City shall provide Contractor with prompt notice of any claims, and Contractor may assume the defense of any claim. Contractor shall have authority to settle any claim, provided such settlement fully releases and extinguishes Indemnitees' alleged liability under the claim. The provisions of this subsection shall survive the termination of this Agreement.

2. **AB939 Indemnification.**

A) To the maximum extent allowed by law, Contractor shall protect, defend with counsel reasonably acceptable to the City, indemnify and hold the City harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the City for the City's failure to meet the requirements of AB939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder, if said failure results from Contractor's failure to comply with this Franchise Agreement and/or Contractor's failure to comply with said laws, rules or regulations binding on Contractor, including but not limited to failing to timely supply to the City the reports and information required by the City in order to comply with AB939. However, Contractor shall not be obligated to indemnify City for fines or penalties caused by City's own acts or omissions which result in City's failure to provide timely reports to the State.

B) Contractor agrees to indemnify and hold harmless the City against all fines and/or penalties imposed by CalRecycle based on Contractor's failure to comply with laws, regulations, or permits issued or enforced by

5

CalRecycle or the ~~LEA~~lead enforcement agency or caused or contributed to by Contractor's failure to perform obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in California Public Resource Code section 40059.1 but is enforceable to the maximum extent allowable by that section. This indemnity shall survive the termination or earlier expiration of this Agreement. Contractor shall have no obligation, however, to defend or indemnify City from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of City.

3. **Insurance.** Irrespective of, and in addition to, the indemnity and hold harmless provisions set forth above, Contractor shall secure and maintain throughout the course of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of insurance, as of the commencement date of this franchise, shall be included in the Contractor's fixed price for provision of service hereunder.

A) **Comprehensive General Liability Insurance.** Contractor, at its own expense, shall maintain liability and property damage insurance and for the period covered by this Agreement in the amount of Two Million dollars ($2,000,000) per occurrence combined single limit coverage. The amount of this coverage may be increased upon mutual Agreement of the parties, and the costs of such increases shall be considered during City Council review of any rate increases sought by Contractor. Such coverage shall include, but not be limited to, protection against claims arising from: Bodily and personal injury, including death resulting therefrom; damage to property resulting from activities contemplated under this Agreement; product liability; and claims relating to completed operations. The City, its officers, employees, appointed and elected officials, agents and volunteers (collectively "Insured Parties") shall be named as additional insureds for all liability arising out of: activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the Insured Parties. The policy shall stipulate that this insurance is primary insurance and that no other insurance carried by the City will be called upon to contribute to a loss suffered by Contractor hereunder. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City and shall provide that written notice must be given to the City thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall

notify the City within ten days of its knowledge of any material change in coverage.

B) **Automobile Liability Insurance.** Contractor, at its own expense, shall maintain automobile liability insurance for the period covered by this Agreement in the amount of Two Million Dollars ($2,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. The amount of this coverage may be increased upon mutual agreement of the parties; the costs of such increases shall be considered during City Council review of any rate increases sought by Contractor. The City may require increases in the amount of coverage on an annual basis proportionate to inflation in the regional Consumer Price Index. Such coverage shall include, but shall not be limited to, the use of owned and non-owned automobiles. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City and shall provide that written notice must be given to the City thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the City within ten days of its knowledge of any material change in coverage.

C) **Worker Compensation Insurance.** Contractor, at its own expense, shall carry and maintain full Worker Compensation Insurance, as required by the California Labor Code and Employer's Liability insurance with limits as required by law. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City. Such policies shall provide that written notice must be given to the City thirty days prior to cancellation by certified mail, return receipt requested. Contractor shall notify the city within ten days of its knowledge of any actual or impending material change in coverage under insurance policies or self-insurance programs.

D) **Non-renewal or Cancellation.** Upon notification of receipt by the City of a notice of cancellation, material change in coverage, or expiration of policy(ies), Contractor shall file with the City a certified copy of a new or renewal policy(ies) and certificates for such policy(ies) satisfactory to the City.

E) **Failure to Comply.** If at any time during the term of the Agreement, Contractor fails to comply with the provisions of Article F (3), the City may, in addition to any other remedy available to City, take out and maintain, at Contractor's expense, such insurance as the City may deem proper and charge the cost thereof to the Contractor.

F) **Attachments Incorporated.** Copies of the initial certificates of insurance, policy endorsements are attached hereto and incorporated herein by reference as Attachment 1.

7

ARTICLE G. SERVICES TO BE PERFORMED BY CONTRACTOR

1. **General.** The work to be performed and services to be provided by Contractor Includes the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the work and provide the services described, at the times and in the manner required by this Agreement. The enumeration of, and specification of requirements for, particular items of labor, supervision, equipment, materials or supplies shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not. Contractor shall perform the work and provide the services pursuant to this Agreement in a thorough and professional manner so that the residents and businesses within City are provided reliable, courteous, and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this article, whether such other aspects are enumerated elsewhere in the Agreement or not~~Contractor shall perform and provide all services and programs detailed in Sections 5.2.A.1-5 of the "Proposal to the City of Sutter Creek for the Collection and Disposal of Solid Waste Services" dated March 27, 2009, Attachment 2 and incorporated into this Agreement as Exhibit 1~~.

ARTICLE H. COLLECTION OPERATION DUTUES

1. **Frequency of Collection.** Contractor shall make at least one weekly collection of all refuse from all residential, commercial and institutional subscribing customers within the collection area unless otherwise approved by the City. All residential collection services are to be provided curbside. The pickup days and schedule shall be designated by Contractor and shall not be changed without at least 30 days prior written notice to the City and the customer affected by any such change.

2. **Equipment.** The equipment shown on the Equipment List, attached hereto as Attachment 3 and incorporated herein by reference, shall be maintained at all times during the term hereof, unless said equipment is replaced with comparable or better equipment. All equipment used by Contractor for the collection and hauling of garbage shall be of the watertight "compactor" type truck. Equipment used exclusively for the collection of refuse may be of any suitable type but shall be provided with coverings to adequately contain the refuse within the truck body. Contractor shall maintain all trucks in a clean and sanitary condition, and shall have clearly visible an insignia and telephone number on each truck designating the name of the Contractor. Contractor shall clean the inside of the trucks regularly after dumping, and shall keep the outside of the bodies free from dirt and filth.

3. **Hours of Collection.** Refuse collections shall generally commence at ~~7~~6:00 a.m., but Franchisee may, if reasonably required, commence pickup at ~~6~~5:00 a.m. in

residential areas. Such collection may be made in any commercial and industrial districts, except the "downtown" area, at any time subject to such reasonable modifications of collection periods as may be imposed by the City. Collections in the "downtown commercial area" shall occur prior to 12:00 p.m. No regularly scheduled residential collections shall be made on Saturdays or Sundays, and no regularly scheduled collections may be made on Sundays without prior notification to the City. All collections shall be made as quietly as possible. ~~Unnecessarily noisy trucks or equipment are prohibited.~~

4. **Standard of Care.** Contractor shall not litter in the process of making collection from any residence or business, nor allow any refuse to blow or fall from any vehicle used for collections. Contractor shall repair or replace at its expense containers damaged as a result of its negligent handling thereof, reasonable wear and tear excepted. Contractor shall replace lids or covers on containers immediately after emptying.

5. **Customer Complaints and Business Office.** Contractor shall supply city with copies of all complaint reports and information as to their disposition upon request. All complaints shall be processed within 24 hours of receipt between Monday and Thursday evening. Complaints received on Friday or a weekend shall be processed on the following Monday. Contractor agrees to establish and maintain at a designated location a satisfactory business office in which its business operations shall be conducted, and public access during normal business hours is provided. Nothing contained herein shall prevent Contractor from discontinuing service for customer nonpayment.

6. **Special ~~Haul~~Cleanups.** Contractor shall provide a Spring and Fall Cleanup annually, to subscribers with accounts in good standing, ~~an annual cleanup week~~ at no additional cost. Contractor will provide the City and each subscriber with literature explaining the scope and schedule of the special cleanups. The service shall only be valid for subscribers with accounts in good standing, and up to 1 cubic yard of waste per subscriber per Special Cleanup.

7. **Disposal Operations.** All refuse collected in the area described herein by Contractor shall be disposed of at its Pine Grove Transfer Station, Western Amador Recycling Facility ("WARF") and ultimately deposited at the Keifer Landfill operated by the County of Sacramento or at such other approved place as the parties may agree. Contractor may also direct haul refuse to the Keifer Landfill without deposit at the Transfer Station or the WARF. Refuse will only be disposed of in landfill sites having all the necessary permits and approvals of any administering jurisdiction.

8. **Expected Performance Level.** Contractor understands and acknowledges that every detail of this solid waste handling operation is important to the City for the protection of the health and safety of its residents. Therefore, Contractor agrees to and shall develop and maintain a high and uniform level of orderly and uninterrupted service, cleanliness, appearance, well maintained equipment and responsible training and business techniques which will protect and enhance customer needs and contribute to the service reputation of the City and this franchise system. Accordingly, Contractor agrees:

A)   To hire and carefully supervise efficient, competent, sober, and courteous operators and employees for the conduct and operation of the business;

B)   To maintain all equipment shown on the Equipment List (Attachment 3), to conform with public health standards of cleanliness and neatness, including regular disinfecting and cleaning of each truck.

C)   To purchase and maintain said equipment in a manner capable of satisfying all of the City's standards and meeting all customer needs. Normal downtime for repairing and service of said equipment is not a material failure to perform the work.

D)   Contractor shall have a contingency plan, incorporated herein as Attachment 4. Such plan shall include the ability to bring additional or replacement equipment and/or personnel to the franchise area, in order to perform the required work in the event of a deficiency.

E)   Contractor shall comply, as a part of Contractor's duties hereunder, with all State, Federal, Regional, or other appropriate governmental authorities, rules and regulations relating to resource reduction and/or recycling.

ARTICLE I. PERFORMANCE BOND

1. **Performance Bond or Alternative Performance Security.** ~~, At the City's sole discretion, and promptly following written request by the City,~~ Contractor shall provide the City with security acceptable to the City to assure Contractor's prompt and faithful performance of its obligations under this Agreement, by procuring and providing the City with a fully prepaid surety bond (performance bond) in the amount of $250,000 payable to the City, executed as surety by a corporation authorized to issue surety bonds in the State of California and which corporation is acceptable to the City. At the City's sole option, contractor may satisfy this requirement by providing as alternative performance security a fully prepaid irrevocable letter of credit issued by a financial institution acceptable to the City. Such performance bond or alternative security shall be provided for the maximum term obtainable for such bond or alternative security, and should be continued by periodic renewal at the option of the Surety, provided that Surety shall give six (6) months notice in writing to the City of either cancellation or its intent not to renew the bond or alternative security. Franchisee shall not be relieved of duties pursuant to this article as a result of any such cancellation or its intent not to renew the bond or alternative security. Franchisee shall not be relieved of duties pursuant to this article as a result of any such cancellation or failure of Surety to renew a performance bond or alternative security. In the event of such a cancellation or expiration, contractor shall obtain a substitute performance bond or alternative security meeting the conditions set forth in this article or as subsequently amended by the City Council, prior to the cancellation or expiration of any performance bond or alternative security. The

Performance Bond or alternative Performance Security may be waived by the City, at its sole discretion, assuming performance is satisfactory to the City.

2. **City's Right to Draw Against, Contractor Obligation to Replenish.** The City shall have the right to draw against the performance security in the event of a material breach or default by Franchisee or failure of Franchisee to substantially perform any obligation under this agreement. Franchisee hereby waives and relinquishes any and all right of protest if City, after a finding of material breach or failure to substantially perform by the City Council, elects to draw upon the performance bond or other alternative security. Such funding shall only be made after a public hearing of which Franchisee shall be duly noticed at which Franchisee will be allowed an opportunity to be heard. It is understood that franchisee's waiver does not bind the principal/obligor issuing the bond.

3. **Termination of Performance Bond.** Under no circumstances, other than City's waiver, shall Contractor change, or allow the expiration of the Performance Bond or alternative Performance Security provided under this Agreement without written notice to the City and without written authorization from the City to allow such change or expiration. In the event of Contractor's default, the Performance Bond shall remain in effect until the City or its designated agent has completed all of Contractor's obligations under the Agreement.

ARTICLE J. RATES.

1. **Rates**. For all services required to be performed under this Franchise, Contractor shall not charge any amount in excess of the rates fixed pursuant to the Rate Adjustment Methodology described below. Contractor agrees that the rates will not be increased prior to July 1, 2015. The second year of this contract will be treated as Rate Year 2 for the purposes of the Rate Adjustment Process described below. A list of Current Services, Rates, and Special Charges are incorporated herein by reference and included in Attachment 2.

2. **Fuel Surcharge.** Contractor shall have the right to implement a fuel surcharge as a direct pass through in the customer rates. The fuel surcharge shall be increased or lowered pursuant to the then current price per gallon of diesel fuel. Contractor shall not raise or lower the surcharge more than once per month.

3. **Rate Adjustment Methodology**. The Rate Adjustment Process will be on a three-year cycle with a cost based adjustment (Detailed Rate Adjustment) in Rate Year 1 followed by Indexed Rate Adjustments (Refuse Rate Index) in Rate Year 2 and Rate Year 3. The cycle will then repeat with a Detailed Rate Adjustment in Rate Year 4 and so forth in successive years.

Detailed Rate Adjustments under the Agreement shall occur in the same years, and simultaneously with, detailed rate adjustments that occur in accordance with Contractor's separate Franchise Agreement with the County of Amador, if Contractor is

providing franchise service to the County.   The Parties recognize that coordinating the City's and County's detailed rate reviews in this manner will provide efficiency in the review process, achieve an economy of scale in the review, and result in lower review costs. For purposes of this Agreement, and to conform the City's rate-review schedule to the County's schedule, a Detailed Rate Review shall not be conducted more than once every three (3) Calendar Years. A request for a detailed rate review shall be made in writing at least four (4) months prior to the beginning of the Fiscal Year in which the results for the detailed rate review are to be applied. Contractor shall pay all reasonable costs for each detailed rate review whether incurred by Contractor or City, and the cost of such a detailed rate review shall be an allowable Pass-Through Cost~~shall be conducted for Fiscal Year 2015 (i.e. July 1, 2015 through June 30, 2016), which shall be treated as a Rate Year 1. Fiscal Year 2016 will be considered a Rate Year 2 and Fiscal Year 2017 will be considered a Rate Year 3~~. Notwithstanding the foregoing, or any provision of the Agreement to the contrary, the parties shall mutually have the right to waive a Detailed Rate Review for any year for which such a review would be required. If the parties mutually elect to waive a Detailed Rate Review, any adjustment in rate for that year shall be adjusted pursuant to the Refuse Rate Index, as the Agreement provides. If the parties mutually elect to waive a Detailed Rate Review for a particular year, a Detailed Rate Review shall not occur until the next regularly scheduled year in which a Detailed Review would be authorized under this Section (i.e., every third year, after two successive years of adjustments per the Refuse Rate Index).

A)   DETAILED RATE REVIEW. A Detailed Rate Review will be performed in each Rate Year that requires a Detailed Rate Adjustment.

1.   Non-Allowable Expenses

a)   Fines.
b)   Liquidated Damages.
c)   Penalties and Violations.
d)   Income Taxes.
e)   Charitable or Political Contributions (including CRRC PAC Expense; CRRC dues other than PAC expenses are an "Allowable Expense").
f)   Good Will.
g)   Employee free services in excess of normal weekly garbage service and limited roll off service (debris box/employee/year).
h)   Related party charges in excess of that which would otherwise reasonably be charged by an unrelated party.
i)   Long-term rental or lease charges for collection vehicles or equipment which are greater than the cost of acquisition (although normal interest/financing charges and costs borne by the leasing/rental company that would normally be the responsibility of the hauling company if they owned the assets directly. These costs include but are not limited to license fees, property taxes, insurance, repairs and maintenance).

j)   Costs that are not reasonable or necessarily incurred in the performance of the services provided in accordance with the Franchise Agreement.

k)   Unless specified in this section, all other reasonable or necessary expenses incurred by ACES in the performance of the services provided in accordance with the Franchise Agreement are allowable.

2.   Pass Through Costs and Expenses (Not Subject to Profit)

a)   Third-party Transfer, Processing and Disposal Expenses (ACES material transport costs are an "Allowable Expense").

b)   Host Fees, Franchise Fees, and Administration Fees.

c)   Regulatory or Other Fees.

d)   Third-party Rate Review Costs.   The cost of third-party review shall be passed through to ratepayers over a period of three years, commencing in the fiscal year that follows final completion of the DRR, and recovered in equal quarterly installments during each fiscal year.

e)   Reimbursement for expenses of Proposition 218 compliance.

3.   Other Allowable Expenses. Reasonable Franchise-related Marketing Expense, Promotional Expense and Travel Expenses are Allowable Expenses.

4.   Variance Analysis.   Upon express written request by City, ACES ~~to~~ shall provide line-item revenue and expense variance analysis for prior 4 years (since last Detailed Rate Review) and provide explanation of significant variances as part of Detailed Rate Application.

5.   Other Terms Related To Profit. Eighty-Seven point Five percent (87.5%) Operating Ratio contingent upon the City's compliance with all terms and conditions of the Franchise Agreement and any and all other related requirements. Determination of compliance shall rest solely with the City.

6.   ~~2.~~   ~~City reserves the right to increase or decrease the ACES' profit, at its sole discretion, based on its assessment of the extent to which ACES has or has not complied with all terms and conditions of the Franchise Agreement and any and all other related requirements.~~

Basis for Rate Adjustment Calculation. The rate adjustment for the Current Year is to be based on the Rate Adjustment Methodology applied to the results for the Prior Year (e.g., FYE 2022 Actual results will serve as the basis for 2023 Rate Adjustment)

7. Schedule for Annual Rate Adjustments

a) Detailed and Indexed Rate Applications due to City by June15th

b) Detailed Rate Review to be completed, and City Council action, by May 1stOctober 15th.

c) Rate Adjustment to become effective on July January 1st.

8. Other Terms Related to Detailed Rate Adjustment

a) ACES to provide Income Statements annually including Indexed Rate Adjustment Rate Years.

b) Income Statement to be audited for Detailed Rate Review year only (with exception of Material Sales Revenues which City reserves the right to have audited every year).

c) Notwithstanding the Schedule for Annual Rate Adjustments, if an extraordinary or unanticipated event should occur, including change in law, new or increased/decreased governmental or regulatory fees or tip fees or other event that materially affects ACES' compensation and over which they have no control, then ACES or City may request an Interim Compensation Adjustment. At the City's discretion, the Interim Compensation Adjustment may be incorporated into the base rate, but not more frequently than quarterly. ACES shall clearly document the reason for the proposed adjustment, calculation of the proposed cost adjustments and supporting documentation. The City reserves the right to determine what constitutes a material affect that would trigger an Interim Compensation Adjustment as a result of events other than a change in law, increase/decrease in governmental or regulatory fees or tip fees.

d) There are to be no Balancing Accounts associated with the Rate Adjustment process. Either party may request a full cost based rate application (Detailed Rate Review) in place of an Indexed Rate Application. If allowed, any associated third party cost in excess of $5,000 is to be paid by the party making the request.

e) ACES is to identify any revenues and/or expenses that are allocated and identify the specific allocation methods. City reserves the right to review any such allocations for reasonableness.

f) City reserves the right to review ACES' franchised operations to obtain assurances that ACES is operating in a cost effective manner. City recognizes that there are many reasonable and cost effective ways of providing solid waste services and the City is not interested in dictating the specific collection methodologies, the City's concern is that the chosen methods are reasonable and can be reasonably justified by ACES.

14

g)   Any third-party cost of future rate reviews are to be paid by ACES and are to be allowed as a Pass Through Cost not subject to profit.

B)   INDEXED RATE ADJUSTMENT. An Indexed Rate Adjustment will occur in Rate Year 2 and 3 and as set forth above. An Indexed Rate Adjustment will be based upon the Refuse Rate Index ("RRI").

1)   Rate Year 2

a)   RRI to be applied to the total of each applicable category (e.g., labor, fuel, R&M, depreciation, Other: from detailed rate review Income Statement (Rate Year 1) to generate Year 2 Indexed Expenses that will serve as the basis for the Year 2 Rate Adjustment Calculation.

b)   Disposal expenses to be projected based on best available information.

c)   Material Sales revenues to be set to prior year actual revenues during RRI years to account for commodity price fluctuations. City reserves the right to require that Material Sales revenue be audited during RRI years.

2)   Rate Year 3. RRI to be applied to Rate Year 2 Indexed Expenses that will serve as the basis for the Rate Year 3 Adjustment calculation. Material Sales revenue to be set to prior year actual revenues during RRI years to account for commodity price fluctuations.

3)   Other Terms Related To Refuse Rate Index

a)   Indexed Adjustment for "All other" costs to be set at 100% of CPI rather than 75% as originally proposed.

b)   Consideration to be given to the use of CA No 2 Diesel Fuel Index or other proposed index (e.g., CA No 2 Diesel Ultra Low Sulfur Fuel) mutually agreed upon by ACES and City.

c)   Material Sales Revenues to be set to prior year actuals during RRI years to account for commodity price fluctuations.

ARTICLE K. FRANCHISE FEES

1. **Payment.** In consideration of the franchise privileges granted by City, and in recognition of the reasonable costs City incurs to maintain its public streets, comply with AB 939, and administer this Agreement, Contractor shall pay to City on a quarterly basis a franchise fee of five percent (5%) of the gross revenues from Contractor's operations in the City annually. Contractor guarantees a minimum fee equal to those paid by the Contractor under the previous Franchise Agreement with the City, based on quarterly

15

~~receipts for the quarter than ended on December 31, 2014.~~ Franchise fees shall be paid to and received by City on or before the last business day of each quarter. Any late franchise fee payment shall be subject to a 1.5% per month late fee. In addition, Contractor shall pick up all City garbage and refuse at the locations and in the frequencies detailed in Attachment 6, without charge.

The City may adjust the franchise fee from time to time during the term of this Agreement. Any adjustment to the franchise fee shall be timed to occur on or around ~~July 1~~August 15 of the Rate Year to coincide with the RRI adjustment, and shall be considered a pass-through adjustment, and as such shall be recoverable to Contractor through an adjustment to the rates. No increase in the franchise fee shall take effect unless and until the Proposition 218 process set forth in Article T of this Agreement has been followed~~The City is authorized, separately or as part of any application for rate adjustments, to increase the franchise fee the Contractor pays the City to up to 10% of the gross revenues from Contractor's operations in the City annually. No increase in the franchise fee shall take effect unless and until the Proposition 218 process set forth in Article V of this Agreement has been followed~~.

2. **Profits/Losses from Recycling Operation.** In addition to franchise fees paid on the basis of gross revenues derived from solid waste collection and disposal services, Contractor shall include revenues, if any, and expenses from the collection and sale of recyclable materials generated from ACES' Sutter Creek recycling program as separate line items on its operating statements.

~~3. City Administration. In addition to the franchise fee required under section 1 of this Article, Contractor shall pay the City an annual Administration Fee to cover the City's administrative, legal, and other costs associated with or arising from the City's performance of the City's duties under this Agreement. On or before the last day of a fiscal year, the City shall provide Contractor a written statement identifying and summarizing the expenses it incurred in accordance with this section during that fiscal year. Contractor shall thereupon pay the total sum of such expenses within the following fiscal year in quarterly installments at the same time and in the same manner as franchise fees are paid under Section 1 of this Article.~~

ARTICLE L. REPORTS AND FINANCIAL AUDITING

1. **Financial Reporting.** Contractor shall submit to the City quarterly and annual year-end financial statements which clearly identify Contractor's profits or losses. Such statements shall be prepared pursuant to standard bookkeeping procedures, said procedures being acceptable to the City. Quarterly statements shall be provided within 30 days of the end of the quarter. Financial statements as determined to be necessary by the City Council shall be required in the event of any request by contractor for a rate increase. Contractor shall also provide City with quarterly financial reports showing the performance of Contractor's recycling programs. Contractor agrees to and shall keep true and correct records and books of account from which the City may readily determine the status and progress of the Franchisee's business operation. The Contractor further agrees that City, by any of its authorized personnel, may inspect such books and records

in Contractor's business office at reasonable times. City shall have the right to examine equipment orders, customer accounts and other related records, as deemed necessary by City.

2. **Annual Reports**. Upon request by the City, within one hundred twenty (120) days after the close of Contractor's fiscal year (Contractor's fiscal year ends December 31st each year), Contractor shall submit to the City a written annual report, in a form approved by the City, including but not limited to, the following information:

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

B)____Contractor shall also submit annual revenue statements to the City setting forth quarterly franchise fees and the basis for calculation thereof, certified by an officer of the contractor. Said statement shall include revenues received under this Agreement, outstanding accounts receivable, bad debt write-offs and recoveries, and regulatory fees submitted to the City.

C) A list of Contractor's Officers and member of its Board of Directors.

3. **AB939 Requirements**. During the term of this Franchise Agreement, Contractor shall submit "Quarterly Station Notification to County or Regional Agency" to County of Amador as lead agency for the AB939 Regional Agency, with a courtesy copy submitted to City, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB939, and the regulations implementing AB939, in a manner approved by City. Contractor agrees to submit said courtesy copy to the City in electronic form if reasonably requested by City. Contractor agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of City's Source Reduction and Recycling Element and Non-Disposal Facility Element.

4. **Waste Audits.** Grantee shall conduct waste audits at the request of City where such waste audits are necessary to enable City to comply with the requirements of State or Federal law. The results of such audits will be memorialized on forms approved by the City. The purpose of the audit will be to identify volume and characteristics of Solid Waste being generated by the customer. A copy of the audit shall be provided by the Contractor to the City, and to Contractor's own files.

5. **Customer Lists.** Upon ~~commencement of operations~~request by City, Contractor shall immediately furnish to City current copies of customer lists, pick-up addresses and corresponding parcel numbers and service levels. City acknowledges that information pertaining to the accounts or customer list is confidential information which City will protect from public disclosure, except in the event of substantial default by Contractor, or where disclosure is required by court order.

17

Franchisee shall use all reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or content of a customer's refuse or recyclables shall not be 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 Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or other reports requested by the City under the Franchise Agreement or required or requested by any governmental agency.

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

6. **Financial Auditing.** At City's request, annual financial statements shall be reviewed and certified, at Contractor's expense, by a certified public accountant mutually approved by City and Contractor. The form of the review shall be acceptable to City. Such reviews shall be conducted initially as a limited scope and screen review, which examines the validity of representative sampling of financial data. If significant discrepancies are found in the initial screening review, a more comprehensive audit shall be conducted at contractor's expense.

7. **Failure to Report.** The refusal, failure or neglect of the grantee to file any of the reports required, or to provide material information to City, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by Contractor shall be deemed a material breach of the Franchise Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the City under the Franchise Agreement.

ARTICLE M. DEFAULT, TERMINATION, WAIVER.

1. **Default and Automatic Termination.** Contractor shall be deemed to be in default under this Franchise and all rights and privileges granted to contractor shall terminate upon thirty (30) days written notice and this Agreement shall be terminated automatically if:

A) Contractor's collection or disposal service remains inoperative for any period of five (5) or more consecutive business days, unless due to a force majeure event.

B) Contractor fails to submit required franchise fee payments to City or maintain all required policies of insurance.

C) Contractor: (i) becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver,

18

trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Franchisee under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding; or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Franchisee which shall substantially interfere with the Franchisee's performance hereunder. In the event of the Franchisee being or becoming insolvent or bankrupt, the Franchisee shall: (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) 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; (iii) provide adequate assurance of future performance under this Agreement under 11 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; and (iv) Franchisee concludes any other transfer of this franchise except as authorized by Article N of this Agreement.

D)   Contractor fails to perform any material condition, covenant or performance requirement in the Agreement, as established by the City Council findings of fact and a decision supported thereby.

2. **Duties Upon Termination.** In the event of termination of this Franchise Agreement for any reason, Contractor shall:

A)   Within Thirty (30) days of written notice from City, cease all operations hereunder; and

B)   Immediately cause all business records, customer lists, addresses, billing data and other pertinent operating information to be transferred to City; and

C)   Immediately pay all amount of fees (including attorneys fees and court costs) which may be owing and appoint City or any of its officers as its attorney-in-fact to execute all instruments and to do all things necessary to accomplish the operations of garbage collection and disposal on behalf of the public; and

D)   Permit City to provide collection service by any means available to City, and pay any and all costs incurred by City over and above the amount of the performance bond (defined in Article I herein). In such event, City shall also have the right to the use and possession of all items of operating

equipment used in the business of Contractor within the franchise area, for the purpose of providing garbage collection service. This provision shall be in addition to any other remedies available to City at law or in equity to compensate it for losses caused by Contractor's breach or to compel compliance with this Franchise. In such event, City shall hold harmless, indemnify and defend Franchisee from any liability proximately cause by City's use and operation of such equipment and shall provide liability insurance coverage satisfactory to Franchisee in the reasonable exercise of its discretion.

E)   Notwithstanding the foregoing, and at City's sole election, in the event of termination, Contractor shall provide all services pursuant to this Agreement for a period of three months following the effective date of termination, or for a lesser period as determined by City.

3. **Waiver.** The waiver of any default or defaults shall not operate as a waiver of any successive defaults and all rights of the City on default by contractor shall continue, notwithstanding one or more waivers.

4. **System and Services Review.** To provide for technological, economic, and regulatory changes in Solid Waste collection, to facilitate recycling programs, to promote competition in the Solid Waste Industry, and to achieve a continuing, advanced Solid Waste collection system, the following system and services review procedures are hereby established:

A)   Public Hearing. At City's sole option, City may hold a public hearing on or about the first anniversary date of the Franchise Agreement to review Franchisee's collection systems and services. Subsequent system and services review hearing may be scheduled each two (2) years thereafter.

B)   Franchisee's Report. Sixty (60) days after receiving notice from the City, Franchisee shall submit a report to City indicating the following:

1)   Performance of all Solid Waste collection and recycling services provided by Franchisee.
2)   Changes recommended to improve the City's ability to meet the goals of AB939.
3)   Any specific plans for provisions of such new services by the Franchisee along with the estimated expenses and adjustments to rates necessary to compensate Franchisee for providing such services.

C)   Service Review Topics. Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, customer complaints, rights of privacy, amendments

to the Franchise Agreement, developments in the law, and new initiatives for meeting or exceeding AB939'S goals and regulatory constraints.

ARTICLE N. ASSIGNMENT.

1. **Right of Assignment**. Neither this Franchise, nor any rights, privileges or duties hereunder, shall be assignable or transferable in whole or in part by the Contractor by stock transfer, formation of a new partnership, corporation or entity or any other conveyance mechanism without prior written approval by City Council Resolution after the following findings of fact:

A) Capacity of the proposed assignee as to financial competency, performance and service, record, and equipment inventory;

B) Guarantee of performance by assignee based upon financial security and insurance and bonding capability;

C) An assignment or transfer under this section shall not include a transaction(s) with an Affiliate of Contractor. Nor shall an assignment or transfer under this section include any transfer to an intervivos or testamentary trust for estate planning purposes.

2. **Transfer Fee**. Any application for a franchise transfer shall be made in a manner prescribed by the City Manager or his/her successor. The application shall include a reasonable transfer fee in an amount to be set by the City Council to cover the anticipated cost of all direct administrative expenses including consultants and reasonable attorney fees necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses.

3. **Non-recoverable Costs**. These Franchise Transfer Fees are over and above any Franchise Fees specified in this Franchise Agreement and shall not be recoverable costs for rate setting purposes.

ARTICLE O. LIABILITY FOR BREACH.

In the event of any defaults on the part of Contractor, City may elect to permit Contractor to cure and correct the same pursuant to a written notice from City specifying the nature of the default, the time within which to cure and any procedures required. Upon receipt of any such notice to cure a default, contractor shall pay to City all damages, costs, and expenses, including reasonable attorney's fees incurred by City as a result of the default. City may adopt and impose a schedule of monetary penalties for each occurrence of a default or violation or infraction of any provision of this Franchise. Such schedule shall be adopted by City Council Resolution, following a public hearing conducted for the purpose of considering said schedule.

ARTICLE P. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery when delivered personally to the parties as specified below or three (3) days following the date deposited in the United States Mail. All notices or other communications sent by mail shall be sent postage prepaid by certified first class mail, return receipt requested, to the address specified below:

If to the City, address to:

City Manager
18 Main Street
Sutter Creek, CA 95685

If to the Contractor, address to:

Paul Molinelli, Sr.
ACES
6500 Buena Vista Road P.O. Box 321
Ione, CA 95640Pine Grove, CA 95665

ARTICLE Q. SEVERABILITY.

Each article, part, term, and provision of this Franchise shall be considered severable. If for any reason any article, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, articles, parts, terms or provisions of this Franchise and the latter will continue to be given full force and effect and bind the parties hereto. The invalid article, part, term, or provision shall be deemed not to be a part of this Franchise.

ARTICLE R. ENTIRE FRANCHISE.

This Franchise and the documents and applicable state and local laws referred to herein shall be the entire, full, and complete Franchise between the parties and shall supersede to obligate the Contractor to perform accordingly hereunder.

1. **Force Majeure**. Franchisee shall not be in default under this Franchise Agreement in the event that the collection, transportation and/or disposal services of Franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the Franchisee, including but not limited to riots, wars, sabotage, civil disturbance, insurrection, explosions, health pandemics, natural disasters such as floods, fires, earthquakes, disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Franchisee. Other events do not include the financial inability of the Franchisee to perform or the failure of the

22

Franchisee to obtain any necessary permits or licenses from other governmental agencies of the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Franchisee.

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

3. **Right of Entry**. Franchisee shall have the right, until receipt of written notice revoking permission to pass is delivered to Franchisee, to enter or drive on any private street, court, place, easement, or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Franchise Agreement.

4. **Law to Govern: Venue.** The law of the State of California shall govern this Franchise Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Amador.

5. **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, permitted assigns, administrators and trustees of the City and Franchisee.

6. **Fees and Assigns.** Franchisee shall not, nor shall it permit any agent, employee or subgrantee 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 Franchise Agreement.

7. **Entire Agreements and Amendment**. No amendment of this Franchise Agreement shall be valid unless in writing duly executed by the Parties. This Franchise Agreement contains the entire Agreement between the Parties and no promises, representations, warranty, or covenant not included in this Agreement have been or are relied upon by either party. This Franchise Agreement is intended to supersede and replace all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

8. **Compliance with Franchise Agreement.** Grantee shall comply with those provisions of the City Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Franchise Agreement, provided that such provisions are not inconsistent with the terms of this Franchise Agreement.

9. **Police Powers.** Nothing in this Agreement is intended to or may limit City's authority pursuant to its Police Powers.

10. **Exhibits Incorporated.** Exhibits are attached to and incorporated in this Franchise Agreement by reference.

11. **Joint Drafting.** This Franchise Agreement was drafted jointly by the Parties to the Franchise Agreement, therefore no presumption shall arise from the identity of the drafter.

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. Provided, however, that prior to the institution of any such judicial proceedings the parties shall first meet and confer informally in order to resolve any such dispute. The parties may utilize the services of a mutually acceptable mediator for purposes of dispute resolution. In that event, each party shall pay for the costs of one-half of the mediation.

ARTICLE T. OPERATING MEMORANDUM

In order to carry out the purpose and intent of this Agreement, close cooperation between the parties will be required. To insure proper documentation for future reference and practice, City Manager and Franchisee may enter into Operating Memorandums consistent with the provisions of this Agreement in order to carry out its terms. Operating Memorandum shall not be used to amend this Agreement, only to clarify the procedures and practices to be used in its implementation. All such memorandums shall be on file in the office of the City Clerk following their execution.

ARTICLE S. MISCELLANEOUS

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 Franchisee's responsibility to keep current with the regulations and tests on such substances and 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. Franchisee shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in its operation.

2. **Non-Collection Tags**. When solid waste is not collected from any solid waste customer, Franchisee shall notify its customer why the collection was not made and shall attach tags approved by the City to the waste not so collected which clearly identify the reasons for such non-collection.

24

3. **No Collection or Disposal of Hazardous Waste.** Except as provided in this subsection, Franchisee shall not collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste pursuant to this Franchise Agreement.

4. **Enforcement**. The burden of enforcement of the provisions of this Agreement, and all other pertinent local, State, and federal laws pertaining to the City of Sutter Creek solid waste program shall be borne by City as follows:

A)   The City Manager shall oversee and be responsible for the enforcement of all other facets of the City's solid waste program, including oversight and coordination with City's franchised contractor and the administration of this Agreement.

B)   Any complaints regarding the City solid waste program, whether submitted directly to (or by) City or Contractor, or to (or by) an intermediate agency such as the Sutter Creek Code Enforcement Office or any other local, State, or federal law enforcement office that cannot be resolved in a reasonable time and manner by the Contractor shall be administered by the City Manager. The City Manager shall investigate the complaint and determine the proper jurisdiction for the resolution of the complaint and forward it to the appropriate agency.

C)   . A complaint under this Section against Contractor may result in a finding of default by the City Manager after a due investigation and opportunity for Contractor to be heard in defense of itself. City may use any remedies available to it listed in this Agreement and/or at law to enforce a finding of default against Contractor. Any finding of default against Contractor shall be subject to Contractor's appeal rights and ultimate finding by the City Council.

D)   Contractor has exclusive franchise rights for the collection, removal, transport, use, and disposal of solid waste and targeted recyclables in Contractor's franchise area of City of Sutter Creek per the City Code and this Agreement. City shall use all reasonable remedies available to it to ensure that those rights are enforced, including any such enforcement measures described in the City Code and the penalties at law for said violations, against third party violators. Nothing in this Section shall limit Contractor's right to independently seek enforcement of those rights against third Party violators, including, but not limited to all available remedies at law and in equity, including seeking injunctive relief against such third-party violators and recovery of attorney's fees and costs against violator.

E)   Upon Contractor's notice to City of any person or entity perceived to be in violation of Contractor's exclusive franchise rights hereunder, such person or entity shall be advised in writing by City to immediately cease such activities after City has investigated and verified such notification. City's

25

notification to such person or entity shall include enforcement measures described herein and/or otherwise permitted by law. If such person or entity continues to violate Contractor's exclusive franchise rights after notification by City, Contractor shall have the right to impound any waste container used in violation of Contractor's exclusive franchise rights or any other applicable legislative requirements described in the applicable sections of Article 09.08 of the Sutter Creek Municipal Code, the *California Integrated Waste Management Act of 1989,* and all other pertinent local, State and federal laws pertaining to the City of Sutter Creek solid waste program. Nothing in this provision shall limit Contractor's independent right to enforce its exclusive franchise through any legal means.

F)   Notwithstanding Contractors right to independently enforce its exclusive franchise through any legal means necessary, City shall retain all of its rights with regard to pursuing or not pursuing remedies concerning violations or alleged violations of City's solid waste ordinance or other ordinances. Any and all prosecutorial discretion shall lie solely and absolutely with City.

ARTICLE T. PROPOSITION 218

1.   **Proposition 218 Compliance**. City shall be responsible for complying with all requirements of XIIID of the California Constitution and all requirements of Government Code Section 53750 *et seq*. (collectively, "Proposition 218"), to the extent compliance with Proposition 218 is required. Contractor shall cooperate with City in providing the records and documentation, including customer and mailing lists with corresponding assessor parcel numbers, necessary to provide all notices and information required to conduct majority protest proceedings under Proposition 218. In conducting such proceedings, City shall consult with Contractor, as necessary, and shall keep Contractor reasonably informed of the progress concerning each protest hearing City conducts. However, City shall at all times act independently of Contractor in administering majority protest proceedings and shall at all times exercise its own judgment in ascertaining and applying the requirements of Proposition 218.

2.   **Reimbursement for Expenses of Proposition 218 Compliance**. Following the completion of any proceeding under Proposition 218, Contractor shall reimburse City for all expenses incurred in providing notices to affected ratepayers and conducting the majority protest proceeding required by that initiative. Such expenses shall include the reasonable costs that City administration, staff, and counsel incur in providing or administering the notices, hearing, and counting of protests required. For Purposes of Article J, Section 2 of the Agreement, such expenses shall be treated as pass-through costs and expenses.

3.   **Reductions in Service Following Majority Protest**. Following a majority protest to any requested rate increase, the Parties shall promptly meet and confer

to discuss the impact to Contractor on its ability to provide further services under the Agreement. As part of their efforts to meet and confer, the Parties shall discuss modifications to the services Contractor provides, or reductions in the levels of service it provides, that would allow Contractor to continue to receive a reasonable profit under the Agreement. Should the Parties agree on modifications and/or reductions in service, they shall enter into a separate amendment to the Agreement to memorialize the agreed upon terms. In no event, however, shall any modification in service or reduction in the service level be authorized in violation of any minimum performance standard governing the collection of solid wastes and recycled materials, including but not limited to any provision of the Integrated Waste Management Act ("AB 939"), Titles 14 and 27 of the California Code of Regulations, and Chapter 9.08 of the Sutter Creek Municipal Code.

ATTACHMENTS:

Attachment 1   Copies of the initial certificates of insurance, police endorsements
Attachment 2   List of Current Services, Rates, and Special Charges Proposal to the City of Sutter Creek for the Collection and

Disposal of Solid Waste Services
Attachment 3   Equipment List
Attachment 4   Contingency Plan
Attachment 5   Rate Schedule
Attachment 6   Pick Up Locations

* *

AGREED AND ACCEPTED:

CITY OF SUTTER CREEK   ACES WASTE SERVICES, INC.

_____   _____

Date: _____   Date: _____

27

RESOLUTION 22-23-*

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF SUTTER CREEK AUTHORIZING THE EXECUTION OF THE
AMENDED AND RESTATED FRANCHISE AGREEMENT FOR SOLID WASTE
COLLECTION, DISPOSAL AND RECYCLING SERVICES WITH ACES WASTE
SERVICES, INC.**

WHEREAS, the City of Sutter Creek ("City") has since 2009 had a Franchise Agreement ("Agreement") with ACES Waste Services, Inc. ("ACES") for collection of solid waste and recyclable materials;

WHEREAS, the most recent Agreement between ACES and the City was executed in and took effect in 2015;

WHEREAS, the City Council and ACES desire to enter into an Amended and Restated Franchise Agreement that, among other things, would extend ACES' exclusive franchise for solid-waste collection with City limits through December 31, 2037, with an option for one additional five-year extension thereafter;

WHEREAS, Chapter 9.08 of the Sutter Creek Municipal Code authorizes the City to grant an exclusive franchise with a private party to provide solid-waste collection services throughout City limits.

WHEREAS, extending the ACES exclusive franchise would facilitate the City's continued compliance with the AB 939 waste-diversion requirements for which the City is ultimately responsible.

WHEREAS, extending the ACES exclusive franchise would additionally facilitate the City's continued compliance with the SB 1383 requirements concerning the diversion of organic wastes.

WHEREAS, the City Council finds that the amendments proposed in the amended and restated Agreement are reasonable and appropriate.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council authorizes the City Manager to execute the Amended and Restated Franchise Agreement for Solid Waste Collection, Disposal and Recycling Services with ACES Waste Services, Inc., as attached in Exhibit A to this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Sutter Creek has found, in the exercise of its independent judgment, that the execution of the Amended and Restated Franchise Agreement constitutes continuing administrative and organizational activities (14 Cal. Code Regs., § 15378(b)(2) and (5)), and thus is not a project under the California Environmental Quality Act ("CEQA"); and even if a project is involved, it can be seen with certainty that there

will be no possibility of an environmental impact associated with approval of the proposed action (14 Cal. Code Regs., § 15061(b)(3)).

The foregoing resolution was duly passed and adopted at a regular meeting of the City Council of the City of Sutter Creek on the 6th day of February 6, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

_____
Claire Gunselman, Mayor

_____
Karen Darrow, City Clerk

EXHIBIT A

PROPOSED RATE INCREASES

	Current Monthly Rate	**New Monthly Rate**
RESIDENTIAL SERVICE		
32-Gal. Weekly Pick-up	$33.41	$34.68
64-Gal. Weekly Pick-up	$43.19	$44.84
96-Gal. Weekly Pick-up	$58.70	$60.94
RESIDENTIAL SENIOR SERVICE		
32-Gal. Weekly Pick-up	$30.07	$31.22
64-Gal. Weekly Pick-up	$38.87	$40.35
96-Gal. Weekly Pick-up	$52.83	$54.84
COMMERCIAL SERVICE		
1-Yard Bin Weekly	$152.60	$158.41
2-Yard Bin Weekly	$254.07	$263.75
3-Yard Bin Weekly	$355.20	$368.73
4-Yard Bin Weekly	$456.50	$473.89
6-Yard Bin Weekly	$608.39	$631.57
7-Yard Bin Weekly	$761.14	$790.14
DEBRIS SERVICE		
Debris Box	$480.70	$499.01

**AMENDED AND RESTATED FRANCHISE AGREEMENT
FOR SOLID WASTE COLLECTION, DISPOSAL
AND RECYCLING SERVICES**

THIS FRANCHISE AGREEMENT is made and entered into effective January 1, 2023 ("Effective Date") between the City of Sutter Creek, a municipal corporation of the State of California, hereinafter referred to as "City"; and ACES WASTE SERVICES, INC., a California corporation, hereinafter referred to as "Contractor" or "ACES". This Agreement supersedes the previous franchise agreement between the City and Contractor, dated January 1, 2015.

WHEREAS, the public health, safety and welfare, and Public Resources Code § 40059 require measures be taken by the City to provide for collection and disposal of refuse; and,

WHEREAS, Contractor desires to collect and dispose of all solid waste, garbage, rubbish, green waste, organic waste and waste matter including recyclables, accumulated in City and any service area over which it has jurisdiction.

NOW, THEREFORE IT IS HEREBY AGREED between the parties hereto as follows:

ARTICLE A. <u>DEFINITIONS.</u>

1. As used in this Franchise, the terms "collection", "collection vehicle or equipment", "garbage", "litter", "putrescible", "recyclable material", "recycling", "removal", "refuse", "resource recovery", "rubbish", "scavenging" and "solid waste" shall have the meaning and be defined as set forth in Article 09.08.010 of the Sutter Creek Municipal Code and any amendments thereto.

ARTICLE B. <u>REFUSE COLLECTION AREA.</u>

1. The collection area for the collection of refuse by Contractor as herein provided is described as follows:

> All residential, commercial, and industrial areas within the boundaries of the City of Sutter Creek as they existed on the effective date of this Franchise Agreement, and as they may be hereafter modified or increased by annexation or de-annexation. Territory annexed to the City shall be added to the franchise area granted by this Agreement, and Contractor shall be permitted to adjust rates to be consistent with his corresponding schedule within said area.

ARTICLE C. <u>FRANCHISE PURPOSE, TERM, AND COMMENCEMENT</u>

1. **Exercise of City Rights.** City chooses to exercise its authority under Public Resources Code § 40059, its police power authority under the Constitution of the State of

California, and other applicable law, including the General Ordinances of the City of Sutter Creek, Chapter 9.08, to grant an exclusive franchise for the collection and disposal of all solid waste, garbage, refuse, green waste, organic waste, construction and demolition debris and recyclable materials as more fully set forth herein. Notwithstanding this grant of franchise, City retains and reserves to itself the full authority to regulate, correct, and control all activities of the franchise, including removal, termination, and suspension.

To the maximum extent allowed by law, City shall provide for franchisee control of all solid waste, garbage, refuse, green waste, organic waste, construction and demolition debris and recyclable materials ("Collection Materials") upon relinquishment of ownership by placement in the refuse collection and disposal system operated by franchisee.

2. **Exclusive Franchise.** City grants to Contractor the exclusive right to collect, haul, and dispose of the Collection Materials within City for the period commencing upon the operational date of this Franchise, which is January 1, 2023, and continuing to and including December 31, 2037 ("Initial Term"). The parties shall mutually have the option to extend the Agreement for one additional (5) five-year term ("Extended Term"). The Extended Term shall automatically commence upon the expiration of the Initial Term unless either party gives 180 days' written notice to the other that it will not exercise the option to extend the Agreement as this paragraph provides.

Contractor shall commence collection, hauling, and disposal operations under this Agreement on the operative date of this Franchise. Upon Franchise expiration or termination of this Agreement for any reason, City shall have the full right and authority to solicit proposals from any and all interested persons for these franchise privileges, without any obligations to or preference for the contractor herein.

ARTICLE D. REPRESENTATIONS, WARRANTIES AND COVENANTS

1. **Representations and Warranties of Contractor**. Contractor hereby makes the following representations and warranties for the benefit of the City as of the effective date of this Agreement:

A)   Contractor is duly organized and validly existing as a corporation in good standing under the laws of the State of California;

B)   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, or by its shareholders, if necessary;

C)   The person signing this Agreement on behalf of the Contractor is authorized to do so, and this Agreement has been duly exercised and delivered by Contractor in accordance with the authorization of its Board

of Directors or by its shareholders, if necessary, and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms;

D) Neither the execution and delivery by Contractor of this Agreement, nor the performance by Contractor of its obligations hereunder conflicts with, violates, or will result in a violation of any existing applicable law;

E) Contractor has sufficient financial resources to perform all aspects of its obligations hereunder;

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

2. **Representations and Warranties of the City**. The City hereby makes the following representations and warranties to and for the benefit of Contractor as of the effective date of this Agreement:

A) The City is a California municipal corporation, duly organized and validly existing under the laws of the State of California, with full legal right, power and authority to enter into and perform its obligations under this Agreement;

B) The Party executing this Agreement on behalf of the City is duly authorized by the City Council to do so. This Agreement constitutes the legal, valid and binding Agreement of the City and is enforceable against the City in accordance with its terms.

3. **Contractor's Covenants.** Contractor covenants it shall obtain and deliver to City within 15 days of the Effective Date, the following documents;

A) Certificates of Insurance. Contractor shall have furnished the City with satisfactory Certificates(s) of Insurance in the form and according to the provisions of Article F of this Agreement. Such certificates shall be signed by Contractor's insurer, and shall clearly state the types of and amounts of coverage required under Article F, the effective dates and expiration dates of the policies, and all required endorsements.

B) Performance Bond. Unless waived by the City, Contractor shall have provided the City with, and the City shall have accepted, the Performance Bond or Alternative Performance Security as described in Article F of this Agreement.

4. **City Option to Terminate.** If the foregoing documents have not been delivered to City in satisfactory form within 15 days of the Effective Date of this Agreement, City may terminate this Agreement with absolutely no continuing obligations

to contractor and with resort to the rights and remedies provided for in Article M, Section 2 hereof.

ARTICLE E. <u>COMPLIANCE WITH LAW, PERMITS</u>

      1. **Compliance with Law**. Contractor shall comply, at its expense, fully and faithfully with all local, state and federal and state laws, ordinances, regulations and permit requirements, as they may be amended from time to time, applicable to its performance under this Agreement or in any way related to Contractor's performance of the services required under this Agreement; including but not limited to local, state, and federal laws, ordinances and regulations relating to collection, disposal and processing of solid waste, recyclables, and yard waste; and laws, ordinances and regulations relating to protection of the environment. Without limiting the generality of the foregoing, Contractor shall, at its sole expense, prepare and complete, or arrange for the preparation and completion, of, any environmental impact report or other environmental reviews required under applicable local, state and federal law for the construction, modification or operation of physical plants, if any, necessary to perform the services provided under this Agreement.

      2. **Permits, Authorizations, Licenses.** Contractor shall obtain and shall maintain throughout the term of this Agreement, at Contractor's sole expense, all necessary permits, licenses, inspections and approvals required for Contractor to perform all the work and services agreed to be performed by Contractor pursuant to this Agreement. Contractor shall show proof of such permits, licenses, or approvals upon the request of the City.

      3. **SB 1383 Compliance**. California's SB 1383, adopted in November of 2020, requires local governments to reduce landfill disposal of organic waste by 75% by 2025 and to increase edible food waste recovery by 20%, subject to certain rural jurisdiction waiver(s). These regulations are the most far-reaching solid waste management changes in decades and implementation has been estimated at a cost of $20 to $40 billion over the next decade which will have an unavoidable impact on collection rates. Contractor shall collaborate with City to implement a program under SB 1383 and/or seek a waiver or exemption pursuant to 14 California Code of Regulations sections 18984.11 and 18984.12. If a waiver or exemption is obtained and valid until December 31, 2026 or until five (5) years after the date CalRecycle makes a determination that the statewide disposal of organic waste has not been reduced to 50 percent (50%) of the level of disposal during the 2014 calendar year, whichever is later, the Parties shall collaborate to have a City wide SB1383 organic waste program compliant with the then current applicable regulations in place

ARTICLE F. <u>INDEMNIFICATION AND INSURANCE</u>

      1. **Contractor's Duty to Indemnify City.** To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless the City, its agents, officers, employees, successors, and appointed and elected officials (collectively,

"Indemnitees") from and against all liabilities, claims, suits, allegations, actions, damages, interest, penalties, fines, and/or causes of action (collectively "claims") arising from or in connection with Contractor's exercise of the franchise, or which are caused by Contractor's failure to comply with laws legally binding on Contractor which are described in Article E. Contractor shall to the maximum extent allowed by law, indemnify and hold harmless the Indemnitees from and against all costs of investigations, litigation, negotiation or alternative dispute resolution; counsel fees' expenses incurred in obtaining expert testimony and the attendance of witnesses; and all other expenses and liabilities incurred in connection with the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered thereon, except to the extend such claims arise solely out of the active negligence or willful misconduct of the City. In the event of legal challenge to the issuance of this franchise, City shall be responsible for defense of any legal action arising from allegation of procedural irregularities in the granting of the franchise. Franchisee shall be responsible for, and shall indemnify and hold City harmless from, any legal action arising from the award of this franchise to franchisee, including any allegation of unfair business practices in the obtaining of the franchise, save and except for any procedural irregularities in granting the franchise. The City shall provide Contractor with prompt notice of any claims, and Contractor may assume the defense of any claim. Contractor shall have authority to settle any claim, provided such settlement fully releases and extinguishes Indemnitees' alleged liability under the claim. The provisions of this subsection shall survive the termination of this Agreement.

2. **AB939 Indemnification.**

A)   To the maximum extent allowed by law, Contractor shall protect, defend with counsel reasonably acceptable to the City, indemnify and hold the City harmless from any and all fines, penalties and assessments levied against or threatened to be levied against the City for the City's failure to meet the requirements of AB939, its amendments or any successor legislation and/or all rules and regulations promulgated thereunder, if said failure results from Contractor's failure to comply with this Franchise Agreement and/or Contractor's failure to comply with said laws, rules or regulations binding on Contractor, including but not limited to failing to timely supply to the City the reports and information required by the City in order to comply with AB939. However, Contractor shall not be obligated to indemnify City for fines or penalties caused by City's own acts or omissions which result in City's failure to provide timely reports to the State.

B)   Contractor agrees to indemnify and hold harmless the City against all fines and/or penalties imposed by CalRecycle based on Contractor's failure to comply with laws, regulations, or permits issued or enforced by CalRecycle or the lead enforcement agency or caused or contributed to by Contractor's failure to perform obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in

5

California Public Resource Code section 40059.1 but is enforceable to the maximum extent allowable by that section. This indemnity shall survive the termination or earlier expiration of this Agreement. Contractor shall have no obligation, however, to defend or indemnify City from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of City.

3. **Insurance.** Irrespective of, and in addition to, the indemnity and hold harmless provisions set forth above, Contractor shall secure and maintain throughout the course of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of insurance, as of the commencement date of this franchise, shall be included in the Contractor's fixed price for provision of service hereunder.

A) **Comprehensive General Liability Insurance.** Contractor, at its own expense, shall maintain liability and property damage insurance and for the period covered by this Agreement in the amount of Two Million dollars ($2,000,000) per occurrence combined single limit coverage. The amount of this coverage may be increased upon mutual Agreement of the parties, and the costs of such increases shall be considered during City Council review of any rate increases sought by Contractor. Such coverage shall include, but not be limited to, protection against claims arising from: Bodily and personal injury, including death resulting therefrom; damage to property resulting from activities contemplated under this Agreement; product liability; and claims relating to completed operations. The City, its officers, employees, appointed and elected officials, agents and volunteers (collectively "Insured Parties") shall be named as additional insureds for all liability arising out of: activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Any failure to comply with reporting or other provisions of the policies including breaches of warranties, shall not affect coverage provided to the Insured Parties. The policy shall stipulate that this insurance is primary insurance and that no other insurance carried by the City will be called upon to contribute to a loss suffered by Contractor hereunder. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City and shall provide that written notice must be given to the City thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the City within ten days of its knowledge of any material change in coverage.

B) **Automobile Liability Insurance.** Contractor, at its own expense, shall maintain automobile liability insurance for the period covered by this Agreement in the amount of Two Million Dollars ($2,000,000) per occurrence combined single limit coverage for personal and bodily injury and property damage. The amount of this coverage may be increased upon mutual agreement of the parties; the costs of such increases shall be considered during City Council review of any rate increases sought by Contractor. The City may require increases in the amount of coverage on an annual basis proportionate to inflation in the regional Consumer Price Index. Such coverage shall include, but shall not be limited to, the use of owned and non-owned automobiles. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City and shall provide that written notice must be given to the City thirty days prior to policy cancellation by certified mail, return receipt requested. Contractor shall notify the City within ten days of its knowledge of any material change in coverage.

C) **Worker Compensation Insurance.** Contractor, at its own expense, shall carry and maintain full Worker Compensation Insurance, as required by the California Labor Code and Employer's Liability insurance with limits as required by law. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to the City. Such policies shall provide that written notice must be given to the City thirty days prior to cancellation by certified mail, return receipt requested. Contractor shall notify the city within ten days of its knowledge of any actual or impending material change in coverage under insurance policies or self-insurance programs.

D) **Non-renewal or Cancellation.** Upon notification of receipt by the City of a notice of cancellation, material change in coverage, or expiration of policy(ies), Contractor shall file with the City a certified copy of a new or renewal policy(ies) and certificates for such policy(ies) satisfactory to the City.

E) **Failure to Comply.** If at any time during the term of the Agreement, Contractor fails to comply with the provisions of Article F (3), the City may, in addition to any other remedy available to City, take out and maintain, at Contractor's expense, such insurance as the City may deem proper and charge the cost thereof to the Contractor.

F) **Attachments Incorporated.** Copies of the initial certificates of insurance, policy endorsements are attached hereto and incorporated herein by reference as Attachment 1.

ARTICLE G. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

1. **General.** The work to be performed and services to be provided by Contractor Includes the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the work and provide the services described, at the times and in the manner required by this Agreement. The enumeration of, and specification of requirements for, particular items of labor, supervision, equipment, materials or supplies shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not. Contractor shall perform the work and provide the services pursuant to this Agreement in a thorough and professional manner so that the residents and businesses within City are provided reliable, courteous, and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this article, whether such other aspects are enumerated elsewhere in the Agreement or not.

ARTICLE H. <u>COLLECTION OPERATION DUTUES</u>

1. **Frequency of Collection.** Contractor shall make at least one weekly collection of all refuse from all residential, commercial and institutional subscribing customers within the collection area unless otherwise approved by the City. All residential collection services are to be provided curbside. The pickup days and schedule shall be designated by Contractor and shall not be changed without at least 30 days prior written notice to the City and the customer affected by any such change.

2. **Equipment.** The equipment shown on the Equipment List, attached hereto as Attachment 3 and incorporated herein by reference, shall be maintained at all times during the term hereof, unless said equipment is replaced with comparable or better equipment. All equipment used by Contractor for the collection and hauling of garbage shall be of the watertight "compactor" type truck. Equipment used exclusively for the collection of refuse may be of any suitable type but shall be provided with coverings to adequately contain the refuse within the truck body. Contractor shall maintain all trucks in a clean and sanitary condition, and shall have clearly visible an insignia and telephone number on each truck designating the name of the Contractor. Contractor shall clean the inside of the trucks regularly after dumping, and shall keep the outside of the bodies free from dirt and filth.

3. **Hours of Collection.** Refuse collections shall generally commence at 6:00 a.m., but Franchisee may, if reasonably required, commence pickup at 5:00 a.m. in residential areas. Such collection may be made in any commercial and industrial districts, except the "downtown" area, at any time subject to such reasonable modifications of collection periods as may be imposed by the City. Collections in the "downtown commercial area" shall occur prior to 12:00 p.m. No regularly scheduled residential collections shall be made on Saturdays or Sundays, and no regularly scheduled collections may be made on Sundays without prior notification to the City. All collections shall be made as quietly as possible.

4. **Standard of Care.** Contractor shall not litter in the process of making collection from any residence or business, nor allow any refuse to blow or fall from any vehicle used for collections. Contractor shall repair or replace at its expense containers damaged as a result of its negligent handling thereof, reasonable wear and tear excepted. Contractor shall replace lids or covers on containers immediately after emptying.

5. **Customer Complaints and Business Office.** Contractor shall supply city with copies of all complaint reports and information as to their disposition upon request. All complaints shall be processed within 24 hours of receipt between Monday and Thursday evening. Complaints received on Friday or a weekend shall be processed on the following Monday. Contractor agrees to establish and maintain at a designated location a satisfactory business office in which its business operations shall be conducted, and public access during normal business hours is provided. Nothing contained herein shall prevent Contractor from discontinuing service for customer nonpayment.

6. **Special Cleanups.** Contractor shall provide a Spring and Fall Cleanup annually, to subscribers with accounts in good standing, at no additional cost. Contractor will provide the City and each subscriber with literature explaining the scope and schedule of the special cleanups. The service shall only be valid for subscribers with accounts in good standing, and up to 1 cubic yard of waste per subscriber per Special Cleanup.

7. **Disposal Operations.** All refuse collected in the area described herein by Contractor shall be disposed of at its Pine Grove Transfer Station, Western Amador Recycling Facility ("WARF") and ultimately deposited at the Keifer Landfill operated by the County of Sacramento or at such other approved place as the parties may agree. Contractor may also direct haul refuse to the Keifer Landfill without deposit at the Transfer Station or the WARF. Refuse will only be disposed of in landfill sites having all the necessary permits and approvals of any administering jurisdiction.

8. **Expected Performance Level.** Contractor understands and acknowledges that every detail of this solid waste handling operation is important to the City for the protection of the health and safety of its residents. Therefore, Contractor agrees to and shall develop and maintain a high and uniform level of orderly and uninterrupted service, cleanliness, appearance, well maintained equipment and responsible training and business techniques which will protect and enhance customer needs and contribute to the service reputation of the City and this franchise system. Accordingly, Contractor agrees:

A)   To hire and carefully supervise efficient, competent, sober, and courteous operators and employees for the conduct and operation of the business;

B)   To maintain all equipment shown on the Equipment List (Attachment 3), to conform with public health standards of cleanliness and neatness, including regular disinfecting and cleaning of each truck.

C)   To purchase and maintain said equipment in a manner capable of satisfying all of the City's standards and meeting all customer needs. Normal downtime for repairing and service of said equipment is not a material failure to perform the work.

D)   Contractor shall have a contingency plan, incorporated herein as Attachment 4. Such plan shall include the ability to bring additional or replacement equipment and/or personnel to the franchise area, in order to perform the required work in the event of a deficiency.

E)   Contractor shall comply, as a part of Contractor's duties hereunder, with all State, Federal, Regional, or other appropriate governmental authorities, rules and regulations relating to resource reduction and/or recycling.

ARTICLE I. <u>PERFORMANCE BOND</u>

1. **Performance Bond or Alternative Performance Security.** Contractor shall provide the City with security acceptable to the City to assure Contractor's prompt and faithful performance of its obligations under this Agreement, by procuring and providing the City with a fully prepaid surety bond (performance bond) in the amount of $250,000 payable to the City, executed as surety by a corporation authorized to issue surety bonds in the State of California and which corporation is acceptable to the City. At the City's sole option, contractor may satisfy this requirement by providing as alternative performance security a fully prepaid irrevocable letter of credit issued by a financial institution acceptable to the City. Such performance bond or alternative security shall be provided for the maximum term obtainable for such bond or alternative security, and should be continued by periodic renewal at the option of the Surety, provided that Surety shall give six (6) months notice in writing to the City of either cancellation or its intent not to renew the bond or alternative security. Franchisee shall not be relieved of duties pursuant to this article as a result of any such cancellation or its intent not to renew the bond or alternative security. Franchisee shall not be relieved of duties pursuant to this article as a result of any such cancellation or failure of Surety to renew a performance bond or alternative security. In the event of such a cancellation or expiration, contractor shall obtain a substitute performance bond or alternative security meeting the conditions set forth in this article or as subsequently amended by the City Council, prior to the cancellation or expiration of any performance bond or alternative security. The Performance Bond or alternative Performance Security may be waived by the City, at its sole discretion, assuming performance is satisfactory to the City.

2. **City's Right to Draw Against, Contractor Obligation to Replenish.** The City shall have the right to draw against the performance security in the event of a material breach or default by Franchisee or failure of Franchisee to substantially perform any obligation under this agreement. Franchisee hereby waives and relinquishes any and all right of protest if City, after a finding of material breach or failure to substantially perform by the City Council, elects to draw upon the performance bond or other alternative security. Such funding shall only be made after a public hearing of which

Franchisee shall be duly noticed at which Franchisee will be allowed an opportunity to be heard. It is understood that franchisee's waiver does not bind the principal/obligor issuing the bond.

3. **Termination of Performance Bond.** Under no circumstances, other than City's waiver, shall Contractor change, or allow the expiration of the Performance Bond or alternative Performance Security provided under this Agreement without written notice to the City and without written authorization from the City to allow such change or expiration. In the event of Contractor's default, the Performance Bond shall remain in effect until the City or its designated agent has completed all of Contractor's obligations under the Agreement.

ARTICLE J. RATES.

1. **Rates**. For all services required to be performed under this Franchise, Contractor shall not charge any amount in excess of the rates fixed pursuant to the Rate Adjustment Methodology described below. The second year of this contract will be treated as Rate Year 2 for the purposes of the Rate Adjustment Process described below. A list of Current Services, Rates, and Special Charges are incorporated herein by reference and included in Attachment 2.

2. **Fuel Surcharge.** Contractor shall have the right to implement a fuel surcharge as a direct pass through in the customer rates. The fuel surcharge shall be increased or lowered pursuant to the then current price per gallon of diesel fuel. Contractor shall not raise or lower the surcharge more than once per month.

3. **Rate Adjustment Methodology**. The Rate Adjustment Process will be on a three-year cycle with a cost based adjustment (Detailed Rate Adjustment) in Rate Year 1 followed by Indexed Rate Adjustments (Refuse Rate Index) in Rate Year 2 and Rate Year 3. The cycle will then repeat with a Detailed Rate Adjustment in Rate Year 4 and so forth in successive years.

Detailed Rate Adjustments under the Agreement shall occur in the same years, and simultaneously with, detailed rate adjustments that occur in accordance with Contractor's separate Franchise Agreement with the County of Amador, if Contractor is providing franchise service to the County.   The Parties recognize that coordinating the City's and County's detailed rate reviews in this manner will provide efficiency in the review process, achieve an economy of scale in the review, and result in lower review costs. For purposes of this Agreement, and to conform the City's rate-review schedule to the County's schedule, a Detailed Rate Review shall not be conducted more than once every three (3) Calendar Years. A request for a detailed rate review shall be made in writing at least four (4) months prior to the beginning of the Fiscal Year in which the results for the detailed rate review are to be applied. Contractor shall pay all reasonable costs for each detailed rate review whether incurred by Contractor or City, and the cost of such a detailed rate review shall be an allowable Pass-Through Cost. Notwithstanding the foregoing, or any provision of the Agreement to the contrary, the parties shall

mutually have the right to waive a Detailed Rate Review for any year for which such a review would be required. If the parties mutually elect to waive a Detailed Rate Review, any adjustment in rate for that year shall be adjusted pursuant to the Refuse Rate Index, as the Agreement provides. If the parties mutually elect to waive a Detailed Rate Review for a particular year, a Detailed Rate Review shall not occur until the next regularly scheduled year in which a Detailed Review would be authorized under this Section (i.e., every third year, after two successive years of adjustments per the Refuse Rate Index).

A) DETAILED RATE REVIEW. A Detailed Rate Review will be performed in each Rate Year that requires a Detailed Rate Adjustment.

1. Non-Allowable Expenses

a) Fines.
b) Liquidated Damages.
c) Penalties and Violations.
d) Income Taxes.
e) Charitable or Political Contributions (including CRRC PAC Expense; CRRC dues other than PAC expenses are an "Allowable Expense").
f) Good Will.
g) Employee free services in excess of normal weekly garbage service and limited roll off service (debris box/employee/year).
h) Related party charges in excess of that which would otherwise reasonably be charged by an unrelated party.
i) Long-term rental or lease charges for collection vehicles or equipment which are greater than the cost of acquisition (although normal interest/financing charges and costs borne by the leasing/rental company that would normally be the responsibility of the hauling company if they owned the assets directly. These costs include but are not limited to license fees, property taxes, insurance, repairs and maintenance).
j) Costs that are not reasonable or necessarily incurred in the performance of the services provided in accordance with the Franchise Agreement.
k) Unless specified in this section, all other reasonable or necessary expenses incurred by ACES in the performance of the services provided in accordance with the Franchise Agreement are allowable.

2. Pass Through Costs and Expenses (Not Subject to Profit)

a) Third-party Transfer, Processing and Disposal Expenses (ACES material transport costs are an "Allowable Expense").
b) Host Fees, Franchise Fees, and Administration Fees.
c) Regulatory or Other Fees.

d) Third-party Rate Review Costs. The cost of third-party review shall be passed through to ratepayers over a period of three years, commencing in the fiscal year that follows final completion of the DRR, and recovered in equal quarterly installments during each fiscal year.

e) Reimbursement for expenses of Proposition 218 compliance.

3. Other Allowable Expenses. Reasonable Franchise-related Marketing Expense, Promotional Expense and Travel Expenses are Allowable Expenses.

4. Variance Analysis. Upon express written request by City, ACES shall provide line-item revenue and expense variance analysis for prior 4 years (since last Detailed Rate Review) and provide explanation of significant variances as part of Detailed Rate Application.

5. Other Terms Related To Profit. Eighty-Seven point Five percent (87.5%) Operating Ratio contingent upon the City's compliance with all terms and conditions of the Franchise Agreement and any and all other related requirements. Determination of compliance shall rest solely with the City.

6. Basis for Rate Adjustment Calculation. The rate adjustment for the Current Year is to be based on the Rate Adjustment Methodology applied to the results for the Prior Year (e.g., FYE 2022 Actual results will serve as the basis for 2023 Rate Adjustment)

7. Schedule for Annual Rate Adjustments

a) Detailed and Indexed Rate Applications due to City by June15th
b) Detailed Rate Review to be completed, and City Council action, by October 15th.
c) Rate Adjustment to become effective on January 1st.

8. Other Terms Related to Detailed Rate Adjustment

a) ACES to provide Income Statements annually including Indexed Rate Adjustment Rate Years.
b) Income Statement to be audited for Detailed Rate Review year only (with exception of Material Sales Revenues which City reserves the right to have audited every year).
c) Notwithstanding the Schedule for Annual Rate Adjustments, if an extraordinary or unanticipated event should occur, including change in law, new or increased/decreased governmental or regulatory fees or tip fees or other event that materially affects ACES' compensation and over which they have no control, then

ACES or City may request an Interim Compensation Adjustment. At the City's discretion, the Interim Compensation Adjustment may be incorporated into the base rate, but not more frequently than quarterly. ACES shall clearly document the reason for the proposed adjustment, calculation of the proposed cost adjustments and supporting documentation. The City reserves the right to determine what constitutes a material affect that would trigger an Interim Compensation Adjustment as a result of events other than a change in law, increase/decrease in governmental or regulatory fees or tip fees.

d) There are to be no Balancing Accounts associated with the Rate Adjustment process. Either party may request a full cost based rate application (Detailed Rate Review) in place of an Indexed Rate Application. If allowed, any associated third party cost in excess of $5,000 is to be paid by the party making the request.

e) ACES is to identify any revenues and/or expenses that are allocated and identify the specific allocation methods. City reserves the right to review any such allocations for reasonableness.

f) City reserves the right to review ACES' franchised operations to obtain assurances that ACES is operating in a cost effective manner. City recognizes that there are many reasonable and cost effective ways of providing solid waste services and the City is not interested in dictating the specific collection methodologies, the City's concern is that the chosen methods are reasonable and can be reasonably justified by ACES.

g) Any third-party cost of future rate reviews are to be paid by ACES and are to be allowed as a Pass Through Cost not subject to profit.

B) INDEXED RATE ADJUSTMENT. An Indexed Rate Adjustment will occur in Rate Year 2 and 3 and as set forth above. An Indexed Rate Adjustment will be based upon the Refuse Rate Index ("RRI").

1) Rate Year 2

a) RRI to be applied to the total of each applicable category (e.g., labor, fuel, R&M, depreciation, Other: from detailed rate review Income Statement (Rate Year 1) to generate Year 2 Indexed Expenses that will serve as the basis for the Year 2 Rate Adjustment Calculation.

b) Disposal expenses to be projected based on best available information.

c) Material Sales revenues to be set to prior year actual revenues during RRI years to account for commodity price fluctuations. City reserves the right to require that Material Sales revenue be audited during RRI years.

2)   <u>Rate Year 3</u>. RRI to be applied to Rate Year 2 Indexed Expenses that will serve as the basis for the Rate Year 3 Adjustment calculation. Material Sales revenue to be set to prior year actual revenues during RRI years to account for commodity price fluctuations.

3)   <u>Other Terms Related To Refuse Rate Index</u>

    a)   Indexed Adjustment for "All other" costs to be set at 100% of CPI rather than 75% as originally proposed.

    b)   Consideration to be given to the use of CA No 2 Diesel Fuel Index or other proposed index (e.g., CA No 2 Diesel Ultra Low Sulfur Fuel) mutually agreed upon by ACES and City.

    c)   Material Sales Revenues to be set to prior year actuals during RRI years to account for commodity price fluctuations.

ARTICLE K. <u>FRANCHISE FEES</u>

1. **Payment.** In consideration of the franchise privileges granted by City, and in recognition of the reasonable costs City incurs to maintain its public streets, comply with AB 939, and administer this Agreement, Contractor shall pay to City on a quarterly basis a franchise fee of five percent (5%) of the gross revenues from Contractor's operations in the City annually. Franchise fees shall be paid to and received by City on or before the last business day of each quarter. Any late franchise fee payment shall be subject to a 1.5% per month late fee. In addition, Contractor shall pick up all City garbage and refuse at the locations and in the frequencies detailed in Attachment 6, without charge.

The City may adjust the franchise fee from time to time during the term of this Agreement. Any adjustment to the franchise fee shall be timed to occur on or around August 15 of the Rate Year to coincide with the RRI adjustment, and shall be considered a pass-through adjustment, and as such shall be recoverable to Contractor through an adjustment to the rates. No increase in the franchise fee shall take effect unless and until the Proposition 218 process set forth in Article T of this Agreement has been followed.

2. **Profits/Losses from Recycling Operation.** In addition to franchise fees paid on the basis of gross revenues derived from solid waste collection and disposal services, Contractor shall include revenues, if any, and expenses from the collection and sale of recyclable materials generated from ACES' Sutter Creek recycling program as separate line items on its operating statements.

ARTICLE L. <u>REPORTS AND FINANCIAL AUDITING</u>

1. **Financial Reporting.** Contractor shall submit to the City quarterly and annual year-end financial statements which clearly identify Contractor's profits or losses. Such statements shall be prepared pursuant to standard bookkeeping procedures, said procedures being acceptable to the City. Quarterly statements shall be provided within 30 days of the end of the quarter. Financial statements as determined to be necessary by the City Council shall be required in the event of any request by contractor for a rate increase. Contractor shall also provide City with quarterly financial reports showing the performance of Contractor's recycling programs. Contractor agrees to and shall keep true and correct records and books of account from which the City may readily determine the status and progress of the Franchisee's business operation. The Contractor further agrees that City, by any of its authorized personnel, may inspect such books and records in Contractor's business office at reasonable times. City shall have the right to examine equipment orders, customer accounts and other related records, as deemed necessary by City.

2. **Annual Reports**. Upon request by the City, within one hundred twenty (120) days after the close of Contractor's fiscal year (Contractor's fiscal year ends December 31st each year), Contractor shall submit to the City a written annual report, in a form approved by the City, including but not limited to, the following information:

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

B)   Contractor shall also submit annual revenue statements to the City setting forth quarterly franchise fees and the basis for calculation thereof, certified by an officer of the contractor. Said statement shall include revenues received under this Agreement, outstanding accounts receivable, bad debt write-offs and recoveries, and regulatory fees submitted to the City.

C)   A list of Contractor's Officers and member of its Board of Directors.

3. **AB939 Requirements**. During the term of this Franchise Agreement, Contractor shall submit "Quarterly Station Notification to County or Regional Agency" to County of Amador as lead agency for the AB939 Regional Agency, with a courtesy copy submitted to City, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB939, and the regulations implementing AB939, in a manner approved by City. Contractor agrees to submit said courtesy copy to the City in electronic form if reasonably requested by City. Contractor agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of City's Source Reduction and Recycling Element and Non-Disposal Facility Element.

4. **Waste Audits.** Grantee shall conduct waste audits at the request of City where such waste audits are necessary to enable City to comply with the requirements of State or Federal law. The results of such audits will be memorialized on forms approved by the City. The purpose of the audit will be to identify volume and characteristics of Solid Waste being generated by the customer. A copy of the audit shall be provided by the Contractor to the City, and to Contractor's own files.

5. **Customer Lists.** Upon request by City, Contractor shall immediately furnish to City current copies of customer lists, pick-up addresses and corresponding parcel numbers and service levels. City acknowledges that information pertaining to the accounts or customer list is confidential information which City will protect from public disclosure, except in the event of substantial default by Contractor, or where disclosure is required by court order.

Franchisee shall use all reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or content of a customer's refuse or recyclables shall not be 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 Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or other reports requested by the City under the Franchise Agreement or required or requested by any governmental agency.

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

6. **Financial Auditing.** At City's request, annual financial statements shall be reviewed and certified, at Contractor's expense, by a certified public accountant mutually approved by City and Contractor. The form of the review shall be acceptable to City. Such reviews shall be conducted initially as a limited scope and screen review, which examines the validity of representative sampling of financial data. If significant discrepancies are found in the initial screening review, a more comprehensive audit shall be conducted at contractor's expense.

7. **Failure to Report.** The refusal, failure or neglect of the grantee to file any of the reports required, or to provide material information to City, or the intentional inclusion of any materially false or misleading statement or representation made knowingly by Contractor shall be deemed a material breach of the Franchise Agreement, and shall subject the Contractor to all remedies, legal or equitable, which are available to the City under the Franchise Agreement.

ARTICLE M. <u>DEFAULT, TERMINATION, WAIVER.</u>

1. **Default and Automatic Termination.** Contractor shall be deemed to be in default under this Franchise and all rights and privileges granted to contractor shall

terminate upon thirty (30) days written notice and this Agreement shall be terminated automatically if:

A) Contractor's collection or disposal service remains inoperative for any period of five (5) or more consecutive business days, unless due to a force majeure event.

B) Contractor fails to submit required franchise fee payments to City or maintain all required policies of insurance.

C) Contractor: (i) becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or 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 (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Franchisee under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding; or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Franchisee which shall substantially interfere with the Franchisee's performance hereunder. In the event of the Franchisee being or becoming insolvent or bankrupt, the Franchisee shall: (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) 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; (iii) provide adequate assurance of future performance under this Agreement under 11 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; and (iv) Franchisee concludes any other transfer of this franchise except as authorized by Article N of this Agreement.

D) Contractor fails to perform any material condition, covenant or performance requirement in the Agreement, as established by the City Council findings of fact and a decision supported thereby.

2. **Duties Upon Termination.** In the event of termination of this Franchise Agreement for any reason, Contractor shall:

A) Within Thirty (30) days of written notice from City, cease all operations hereunder; and

B)   Immediately cause all business records, customer lists, addresses, billing data and other pertinent operating information to be transferred to City; and

C)   Immediately pay all amount of fees (including attorneys fees and court costs) which may be owing and appoint City or any of its officers as its attorney-in-fact to execute all instruments and to do all things necessary to accomplish the operations of garbage collection and disposal on behalf of the public; and

D)   Permit City to provide collection service by any means available to City, and pay any and all costs incurred by City over and above the amount of the performance bond (defined in Article I herein). In such event, City shall also have the right to the use and possession of all items of operating equipment used in the business of Contractor within the franchise area, for the purpose of providing garbage collection service. This provision shall be in addition to any other remedies available to City at law or in equity to compensate it for losses caused by Contractor's breach or to compel compliance with this Franchise. In such event, City shall hold harmless, indemnify and defend Franchisee from any liability proximately cause by City's use and operation of such equipment and shall provide liability insurance coverage satisfactory to Franchisee in the reasonable exercise of its discretion.

E)   Notwithstanding the foregoing, and at City's sole election, in the event of termination, Contractor shall provide all services pursuant to this Agreement for a period of three months following the effective date of termination, or for a lesser period as determined by City.

3. **Waiver.** The waiver of any default or defaults shall not operate as a waiver of any successive defaults and all rights of the City on default by contractor shall continue, notwithstanding one or more waivers.

4. **System and Services Review.** To provide for technological, economic, and regulatory changes in Solid Waste collection, to facilitate recycling programs, to promote competition in the Solid Waste Industry, and to achieve a continuing, advanced Solid Waste collection system, the following system and services review procedures are hereby established:

A)   Public Hearing. At City's sole option, City may hold a public hearing on or about the first anniversary date of the Franchise Agreement to review Franchisee's collection systems and services. Subsequent system and services review hearing may be scheduled each two (2) years thereafter.

B)   Franchisee's Report. Sixty (60) days after receiving notice from the City, Franchisee shall submit a report to City indicating the following:

1) Performance of all Solid Waste collection and recycling services provided by Franchisee.
2) Changes recommended to improve the City's ability to meet the goals of AB939.
3) Any specific plans for provisions of such new services by the Franchisee along with the estimated expenses and adjustments to rates necessary to compensate Franchisee for providing such services.

C) <u>Service Review Topics.</u> Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, customer complaints, rights of privacy, amendments to the Franchise Agreement, developments in the law, and new initiatives for meeting or exceeding AB939'S goals and regulatory constraints.

ARTICLE N. <u>ASSIGNMENT.</u>

1. **Right of Assignment**. Neither this Franchise, nor any rights, privileges or duties hereunder, shall be assignable or transferable in whole or in part by the Contractor by stock transfer, formation of a new partnership, corporation or entity or any other conveyance mechanism without prior written approval by City Council Resolution after the following findings of fact:

A) Capacity of the proposed assignee as to financial competency, performance and service, record, and equipment inventory;

B) Guarantee of performance by assignee based upon financial security and insurance and bonding capability;

C) An assignment or transfer under this section shall not include a transaction(s) with an Affiliate of Contractor. Nor shall an assignment or transfer under this section include any transfer to an intervivos or testamentary trust for estate planning purposes.

2. **Transfer Fee**. Any application for a franchise transfer shall be made in a manner prescribed by the City Manager. The application shall include a reasonable transfer fee in an amount to be set by the City Council to cover the anticipated cost of all direct administrative expenses including reasonable attorney fees necessary to adequately analyze the application and to reimburse City for all direct and indirect expenses.

3. **Non-recoverable Costs**<u>.</u> These Franchise Transfer Fees are over and above any Franchise Fees specified in this Franchise Agreement and shall not be recoverable costs for rate setting purposes.

ARTICLE O. LIABILITY FOR BREACH.

In the event of any defaults on the part of Contractor, City may elect to permit Contractor to cure and correct the same pursuant to a written notice from City specifying the nature of the default, the time within which to cure and any procedures required. Upon receipt of any such notice to cure a default, contractor shall pay to City all damages, costs, and expenses, including reasonable attorney's fees incurred by City as a result of the default. City may adopt and impose a schedule of monetary penalties for each occurrence of a default or violation or infraction of any provision of this Franchise. Such schedule shall be adopted by City Council Resolution, following a public hearing conducted for the purpose of considering said schedule.

ARTICLE P. NOTICES

All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery when delivered personally to the parties as specified below or three (3) days following the date deposited in the United States Mail. All notices or other communications sent by mail shall be sent postage prepaid by certified first class mail, return receipt requested, to the address specified below:

If to the City, address to:

City Manager
18 Main Street
Sutter Creek, CA 95685

If to the Contractor, address to:

Paul Molinelli, Sr.
ACES
6500 Buena Vista Road
Ione, CA 95640

ARTICLE Q. SEVERABILITY.

Each article, part, term, and provision of this Franchise shall be considered severable. If for any reason any article, part, term or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, articles, parts, terms or provisions of this Franchise and the latter will continue to be given full force and effect and bind the parties hereto. The invalid article, part, term, or provision shall be deemed not to be a part of this Franchise.

ARTICLE R. <u>ENTIRE FRANCHISE.</u>

This Franchise and the documents and applicable state and local laws referred to herein shall be the entire, full, and complete Franchise between the parties and shall supersede to obligate the Contractor to perform accordingly hereunder.

1. **Force Majeure**. Franchisee shall not be in default under this Franchise Agreement in the event that the collection, transportation and/or disposal services of Franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the Franchisee, including but not limited to riots, wars, sabotage, civil disturbance, insurrection, explosions, health pandemics, natural disasters such as floods, fires, earthquakes, disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of Franchisee. Other events do not include the financial inability of the Franchisee to perform or the failure of the Franchisee to obtain any necessary permits or licenses from other governmental agencies of the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Franchisee.

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

3. **Right of Entry**. Franchisee shall have the right, until receipt of written notice revoking permission to pass is delivered to Franchisee, to enter or drive on any private street, court, place, easement, or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Franchise Agreement.

4. **Law to Govern: Venue.** The law of the State of California shall govern this Franchise Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Amador.

5. **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, permitted assigns, administrators and trustees of the City and Franchisee.

6. **Fees and Assigns.** Franchisee shall not, nor shall it permit any agent, employee or subgrantee 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 Franchise Agreement.

7. **Entire Agreements and Amendment**. No amendment of this Franchise Agreement shall be valid unless in writing duly executed by the Parties. This Franchise

Agreement contains the entire Agreement between the Parties and no promises, representations, warranty, or covenant not included in this Agreement have been or are relied upon by either party. This Franchise Agreement is intended to supersede and replace all prior agreements between the parties, except as otherwise specifically provided in this Agreement.

8. **Compliance with Franchise Agreement.** Grantee shall comply with those provisions of the City Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Franchise Agreement, provided that such provisions are not inconsistent with the terms of this Franchise Agreement.

9. **Police Powers.** Nothing in this Agreement is intended to or may limit City's authority pursuant to its Police Powers.

10. **Exhibits Incorporated.** Exhibits are attached to and incorporated in this Franchise Agreement by reference.

11. **Joint Drafting.** This Franchise Agreement was drafted jointly by the Parties to the Franchise Agreement, therefore no presumption shall arise from the identity of the drafter.

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. Provided, however, that prior to the institution of any such judicial proceedings the parties shall first meet and confer informally in order to resolve any such dispute. The parties may utilize the services of a mutually acceptable mediator for purposes of dispute resolution. In that event, each party shall pay for the costs of one-half of the mediation.

ARTICLE S. <u>MISCELLANEOUS</u>

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 Franchisee's responsibility to keep current with the regulations and tests on such substances and 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. Franchisee shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in its operation.

2. **Non-Collection Tags**. When solid waste is not collected from any solid waste customer, Franchisee shall notify its customer why the collection was not made and shall

attach tags approved by the City to the waste not so collected which clearly identify the reasons for such non-collection.

3. **No Collection or Disposal of Hazardous Waste.** Except as provided in this subsection, Franchisee shall not collect, handle, process, transport, arrange for the transport of or dispose of Hazardous Waste pursuant to this Franchise Agreement.

4. **Enforcement**. The burden of enforcement of the provisions of this Agreement, and all other pertinent local, State, and federal laws pertaining to the City of Sutter Creek solid waste program shall be borne by City as follows:

A) The City Manager shall oversee and be responsible for the enforcement of all other facets of the City's solid waste program, including oversight and coordination with City's franchised contractor and the administration of this Agreement.

B) Any complaints regarding the City solid waste program, whether submitted directly to (or by) City or Contractor, or to (or by) an intermediate agency such as the Sutter Creek Code Enforcement Office or any other local, State, or federal law enforcement office that cannot be resolved in a reasonable time and manner by the Contractor shall be administered by the City Manager. The City Manager shall investigate the complaint and determine the proper jurisdiction for the resolution of the complaint and forward it to the appropriate agency.

C) A complaint under this Section against Contractor may result in a finding of default by the City Manager after a due investigation and opportunity for Contractor to be heard in defense of itself. City may use any remedies available to it listed in this Agreement and/or at law to enforce a finding of default against Contractor. Any finding of default against Contractor shall be subject to Contractor's appeal rights and ultimate finding by the City Council.

D) Contractor has exclusive franchise rights for the collection, removal, transport, use, and disposal of solid waste and targeted recyclables in Contractor's franchise area of City of Sutter Creek per the City Code and this Agreement. City shall use all reasonable remedies available to it to ensure that those rights are enforced, including any such enforcement measures described in the City Code and the penalties at law for said violations, against third party violators. Nothing in this Section shall limit Contractor's right to independently seek enforcement of those rights against third Party violators, including, but not limited to all available remedies at law and in equity, including seeking injunctive relief against such third-party violators and recovery of attorney's fees and costs against violator.

E)   Upon Contractor's notice to City of any person or entity perceived to be in violation of Contractor's exclusive franchise rights hereunder, such person or entity shall be advised in writing by City to immediately cease such activities after City has investigated and verified such notification. City's notification to such person or entity shall include enforcement measures described herein and/or otherwise permitted by law. If such person or entity continues to violate Contractor's exclusive franchise rights after notification by City, Contractor shall have the right to impound any waste container used in violation of Contractor's exclusive franchise rights or any other applicable legislative requirements described in the applicable sections of Article 09.08 of the Sutter Creek Municipal Code, the *California Integrated Waste Management Act of 1989,* and all other pertinent local, State and federal laws pertaining to the City of Sutter Creek solid waste program. Nothing in this provision shall limit Contractor's independent right to enforce its exclusive franchise through any legal means.

F)   Notwithstanding Contractors right to independently enforce its exclusive franchise through any legal means necessary, City shall retain all of its rights with regard to pursuing or not pursuing remedies concerning violations or alleged violations of City's solid waste ordinance or other ordinances. Any and all prosecutorial discretion shall lie solely and absolutely with City.

ARTICLE T. PROPOSITION 218

1.   **Proposition 218 Compliance**. City shall be responsible for complying with all requirements of XIIID of the California Constitution and all requirements of Government Code Section 53750 *et seq*. (collectively, "Proposition 218"), to the extent compliance with Proposition 218 is required. Contractor shall cooperate with City in providing the records and documentation, including customer and mailing lists with corresponding assessor parcel numbers, necessary to provide all notices and information required to conduct majority protest proceedings under Proposition 218. In conducting such proceedings, City shall consult with Contractor, as necessary, and shall keep Contractor reasonably informed of the progress concerning each protest hearing City conducts. However, City shall at all times act independently of Contractor in administering majority protest proceedings and shall at all times exercise its own judgment in ascertaining and applying the requirements of Proposition 218.

2.   **Reimbursement for Expenses of Proposition 218 Compliance**. Following the completion of any proceeding under Proposition 218, Contractor shall reimburse City for all expenses incurred in providing notices to affected ratepayers and conducting the majority protest proceeding required by that initiative. Such expenses shall include the reasonable costs that City administration, staff, and counsel incur in providing or administering the notices, hearing, and counting of protests required. For

Purposes of Article J, Section 2 of the Agreement, such expenses shall be treated as pass-through costs and expenses.

       3.   **Reductions in Service Following Majority Protest**. Following a majority protest to any requested rate increase, the Parties shall promptly meet and confer to discuss the impact to Contractor on its ability to provide further services under the Agreement. As part of their efforts to meet and confer, the Parties shall discuss modifications to the services Contractor provides, or reductions in the levels of service it provides, that would allow Contractor to continue to receive a reasonable profit under the Agreement. Should the Parties agree on modifications and/or reductions in service, they shall enter into a separate amendment to the Agreement to memorialize the agreed upon terms. In no event, however, shall any modification in service or reduction in the service level be authorized in violation of any minimum performance standard governing the collection of solid wastes and recycled materials, including but not limited to any provision of the Integrated Waste Management Act ("AB 939"), Titles 14 and 27 of the California Code of Regulations, and Chapter 9.08 of the Sutter Creek Municipal Code.

ATTACHMENTS:

Attachment 1	Copies of the initial certificates of insurance, police endorsements
Attachment 2	List of Current Services, Rates, and Special Charges
Attachment 3	Equipment List
Attachment 4	Contingency Plan
Attachment 5	Pick Up Locations

* *

AGREED AND ACCEPTED:

CITY OF SUTTER CREEK   ACES WASTE SERVICES, INC.

_____   _____
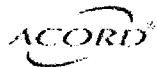
Date: _____   Date: _____

CERTIFICATE OF LIABILITY INSURANCE

ACORD

DATE (MM/DD/YYYY)
06/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tammy Accinelli		
Malich Vukovich Insurance Services	PHONE (A/C, No, Ext): (209)223-4040		FAX (A/C, No): (209)223-3684
168 Main Street	E-MAIL ADDRESS: tammy@malichvukovich.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
Jackson CA 95642	INSURER A: Starr Surplus Lines of Insurance Company		
INSURED	INSURER B: Starr Indemnity		
Aces Waste Services, Inc	INSURER C: Insurance Company of the West		
6500 Buena Vista Rd	INSURER D:		
	INSURER E:		
Ione CA 95640	INSURER F:		

COVERAGES   CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Site Pollution GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC [ ] OTHER:	X	X	1000067424221	6/30/2022	6/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Site Pollution	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	1000067424221	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			1000337646221	6/30/2022	6/30/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [v] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WSA 5021363 10	6/27/2022	6/27/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Named Additional Insured per attached SL023 (06/11)

CERTIFICATE HOLDER	CANCELLATION
City of Sutter Creek 18 Main Street Sutter Creek CA95685	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

***Unless otherwise stated, all rates are monthly

RESIDENTIAL CURBSIDE SERVICE (Monthly)

32 GL		$34.68
64 GL		$44.84
96 GL		$60.94

SENIOR RESIDENTIAL CURBSIDE SERVICE (Monthly)

32 GL		$31.21
64 GL		$40.35
96 GL		$54.84

All rates are for weekly service including Recycle Service and Yardwaste carts.

COMMERCIAL MSW (Monthly)

only for 1yd accounts grandfathered in/no longer available	1 yard		$158.41
	2 yard		$263.75
	3 yard		$368.73
	4 yard		$473.89
	6 yard		$631.57
	7 yard		$790.14

COMMERCIAL RECYCLE (Monthly)

96 Gal Recycle Cart per Cart			$54.85
only for 1yd accounts grandfathered in/no longer available	1 yard		$142.57
	2 yard		$237.38
	3 yard		$331.86
	4 yard		$426.50
	6 yard		$568.41
	7 yard		$711.13

Debris Box Haul Rates *(each)*		$499.01
Concrete Debris Box 10 Yard- Flat Rates Haul & Material *(each)*		$858.52

OTHER RATES

Return Check Fees *(each)*		$25.00
Late Fees Minimum $1.00 Fee Late Balance Greater than $10.00 *(per occurrence)*		1.50%

Calculated at 1.5%

RESIDENTIAL

On-Call Residential Service *(each)*		$17.46		
Extra cans or bags of MSW equal to 32 gallon bags *(each)*		$12.22		
Cart Charge when carts not returned upon service stop or lost *(each)*				
Based on Cart Size		32-$67.50	64-$72.50	96-$75.00
Return Cart Fees when carts pulled for non payment *(per occurrence)*		$15.00		
Go Back due to Not Out or Blocked Cart *(per occurrence)*		$50.00		

COMMERCIAL

Extra Yards of MSW *(per yard)*		$45.84
Go Back due to blocked bin *(per occurrence)*		$45.00
Return Bin Fees when pulled for non payment *(per occurrence)*		$50.00

DEBRIS BOX

Debris Box Rent after 7 Days *(per day)*		$34.86
Out of County Hauling from County Line *(per mile R/T all areas)*		$3.96
Trip Charge *(unsuccessful service attempt) (50% of Haul Rate per occurrence)*		$249.51
***resulting from customer action		
Mini Bin Rental *(7 day rental)*		
3yd Mini Bin		$174.95
6yd Mini Bin		$209.95

Residential NEW Items

Cart Delivery Fee when replacing Customer damaged carts *(per occurrence)*		$50.00
*** Does not include cart replacement charge		
Rent 64 Gal or Larger, or Additional Recycle Carts *(monthly)*		$10.32
Rent - Additional YW Carts *(monthly)*		$10.32
Penalty for Contaminated Green Waste or Recycled Materials *(per occurrence)*		$37.50
Solid Waste Collection Charges *(for Contaminated Green Waste or Recyclables)*		
32 Gallon Cart		$8.67
64 Gallon Cart		$17.34

***Unless otherwise stated, all rates are monthly

**LIST OF CURRENT SERVICES, RATES
AND SPECIAL CHARGES**

96 Gallon Cart		$26.01
Bear Resistant Cart Rental **additional charge to regular monthly rate		$5.06
Bear Cart requires deposit and is refundable after 12 months of service		$50.00
Additional Day of Collection at Customer Request *"Trip Charge Only" (per occurrence)*		$50.00
Bulky Item Pickup - Negotiate on Case by Case Basis based on item(s) to be collected		
Orange Bags *(each)* beyond 2 free per week (subject to market change)	*some customers request addtnl bags*	$0.30

Commercial NEW Items

Lock Purchase Contractor Supplied Lock *(each) subject to market*		$20.00
Lock Charges when Driver must *Lock/Unlock* Bin *(per service)*		$9.00
Moving bin from enclosure *(Push/Pull) (per service)*		$27.50
Bin Rental "On Call Service" *ALL AREAS (monthly)*		
1yd Bin		n/a
2yd Bin		$59.49
3yd Bin		$59.49
4yd Bin		$61.32
6yd Bin		$62.83
7yd Bin *(Counter Balance/Bear Resistant)*		$95.33
Bear Resistant Bin Additional (Monthly Charge) (2yd thru 6yd add 50% to Bin Rental)		
Emergency Pick Up/Go Back *(plus yardage/tonnage rates) (per trip)*		$50.00
Contaminated Recyclables (cost of disposal @ MSW per yd + Go Back Fee) *(per trip)*		
1yd Bin		$27.75
2yd Bin		$55.50
3yd Bin		$83.25
4yd Bin		$111.00
6yd Bin		$166.50
7yd Bin *(Counter Balance/Bear Resistant)*		$194.25
Return Bin Charge when Bin removed for Non-Payment		$50.00

Debris Box NEW Items

Standby time *(per hour)*		$145.00
Debris Box Liner *(Actual Cost) (each)*		$60.00
DB Washout Rate Cost Offset *(per box)* ***(SWPPP requirement)***		$19.97
Damage Repair Debris Box or Compactor Parts & Labor Actual Cost		Actual Cost
Mini Bin Rental *(per day)*	*after 7 days regardless of size*	$10.00

ACES Waste Services
Inventory Listing Updated: 1-10-2023

Collection/Transfer Trucks Inventory

Vehicle #	Year/Age	Make/Model	Type	Use	Capacity
1	2004	Peterbilt	Frontloader	COMM	40 yds
11	2008	Autocar	Auto Sideloader	RES	30 yds
12	1998	Volvo	Rearloader	RES	
15	2004	Peterbilt	Auto Sideloader	RES	32 yds
18	2015	Peterbilt	Sideloader	RES	33 yds
21	1999	Kenworth	Debris Box	DB	
24	1998	Norcal Trailer	Debris Box Trailer	COMM	
27	2004	Clement	End Dump Trailer	TS	
28	2005	Kenworth	Debris Box	DB	
28	2005	Kenworth	Debris Box	DB	
36	2012	Kenworth	Semi-Tractor	TS	
37	2012	Western	Semi-Trailer	TS	135 yds
41	2015	International	Sideloader	RES	10 yds
43	2014	Dodge Ram 5500	Bin Delivery	COMM	
45	2015	Peterbilt	Frontloader	COMM	40 yds
46	2016	Kenworth	Semi-Tractor	TS	
47	2016	Western	Semi-Trailer	TS	135 yds
48	2016	Kenworth	Semi-Tractor	TS	
49	2016	International	Sideloader	RES	12 yds
50	2016	Peterbilt	Frontloader	COMM	40 yds
51	2016	Peterbilt	Sideloader	RES	32 yds
52	2016	Dodge Ram 5500	Flatbed	RES	
54	2018	Peterbilt	Frontloader	COMM	40 yds
55	2018	International	Sideloader	RES	12 yds
56	2018	International	Bin delivery	COMM	
57	2018	Peterbilt	Debris Box	COMM	
58	2019	Peterbilt	Sideloader	RES	32 yds
60	2020	Peterbilt	Sideloader	RES	32 yds
61	2020	International	Sideloader	RES	12 yds
62	2021	Peterbilt	Semi-Tractor	TS	
63	2021	Western	Semi-Trailer	TS	135 yds
64	2019	Dodge Ram 3500	Flatbed	RES	
65	2021	Peterbilt	Debris Box	COMM	
66	2021	Peterbilt	Sideloader	RES	32 yds
67	2021	Peterbilt	Frontloader	COMM	40 yds
68	2021	WestCoast Trailer	Semi-Trailer	TS	135 yds
69	2022	Peterbilt	Retriever	RES	10 yds
70	2022	Peterbilt	Debris Box	COMM	
71	2022	Peterbilt	Sideloader	RES	32 yds
72	2015	International	Water Truck	TS	2k gallons
73	2022	Peterbilt 520	Frontloader	COMM	40 yds
74	2023	Peterbilt 389	Semi-Tractor	TS	
75	2022	WestCoast Trailer	Semi-Trailer	TS	135 yds
76	2023	International	Sideloader	RES	12 yds

Attachment 4

<u>Contingency Plan:</u>

ACES Waste Services maintains a modern fleet of trucks and other equipment to provide ample backup for mechanical breakdowns. The fleet is inspected by the California Highway Patrol under the Department of Transportation B.I.T. program as well as the Amador County Local Enforcement Agency on an annual basis. This ensures that all regular route and backup vehicles are prepared for service at any time. Each type of route vehicle in ACES fleet has a minimum of two backup vehicles.

ACES also maintains two local, State permitted transfer stations and a multi-year agreement with Kiefer Landfill to ensure waste materials can be deposited and transferred without interruption.

Additionally, ACES maintains a list of fully trained, on call drivers as a backup to the regular route drivers.

Attachment 5

City Hall

    (1) 4yd Trash Bin twice per week (Contractor owned)

    (1) 3yd Recycle Bin once per week (Contractor owned)

City Cemetary

    (3) 96-gal Carts once per week (Contractor owned)

Main Street Receptacles

    (all) Dual Trash/Recycle Receptacles twice per week (City Owned)

SUTTER CREEK
JEWEL OF THE MOTHER LODE

18 54

John Sutter
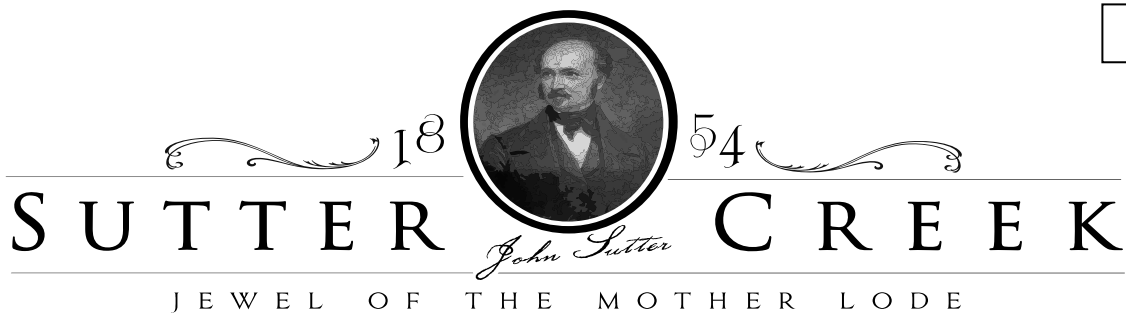
TO: **THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

MEETING DATE: **FEBRUARY 6, 2023**

FROM: **LARRY WHITE, BUILDING INSPECTOR**
              JODI ARROYOS, ACCOUNT TECHNICIAN

SUBJECT: **ORDINANCE ADOPTING AND AMENDING THE 2022 CALIFORNIA**
              BUILDING STANDARDS CODE AND OTHER UNIFORM CODES

RECOMMENDATION:
Waive the second reading and enact Ordinance No. _____ Amending Sections 15.04.10 and 15.04.030 of the Sutter Creek Municipal Code adopting and amending the 2022 California Building Standards Code and other Uniform Codes.

BACKGROUND:
The City last amended Chapter 15.04 to reflect the 2019 California Building Standards Code and Other Uniform Codes in 2020.

DISCUSSION:
Every three years the various California and National Building Codes are revised to reflect the latest in building and fire safety standards. In July 2022, the California Building Standards Commission approved the 2022 California Building Standards Code. In addition to various California-specific codes, it adopts and amends the 2021 International Building Code, 2021 International Residential Code, 2021 National Electrical Code, 2021 Uniform Mechanical Code and the 2021 Uniform Plumbing Code. According to state law, the 2022 California Building Standards Code takes effect on January 1, 2023. Other codes being adopted by the City are the Uniform Housing Code, the Uniform Building Security Code, Uniform Swimming Pool, Spa and Hot Tub Code, the Uniform Code for the Abatement of Dangerous Buildings and the International Property Maintenance Code.

While the 2022 California Building Standards Code takes effect on January 1, 2023, regardless of City action, state law allows cities to adopt and amend the codes to meet local needs. Specifically, the City is permitted to establish more restrictive building standards than those contained in the Code that are reasonably necessary because of local climatic, geological, or topographical conditions. The City of Sutter Creek, therefore, has more restrictive requirements for snow load, Class "A" roofing and fire sprinklers for buildings exceeding 5,000 square feet. The City is located within a less restrictive seismic area than the other counties and cities. Most projects located within the city limits are governed more by wind then seismic regulations.

The DRAFT Ordinance will adopt the 2022 California Building Standards Code and make minor amendments to it. These amendments are consistent with those adopted by the City Council

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during the 2019 code adoption cycle and include the amendments included in the 2019 code adoption cycle not adopted by the City. In addition to the California Building Standards Code, this ordinance adopts a number of other "building codes". With the exception of the Uniform Housing Code, the City is not required to adopt these codes; however, their adoption assists staff's enforcement of the California Building Standards Code and imposes additional beneficial regulations. These codes are the Uniform Housing Code, the Uniform Building Security Code, Uniform Swimming Pool, Spa and Hot Tub Code, the Uniform Code for the Abatement of Dangerous Buildings and the International Property Maintenance Code.

Procedurally, the City must take special steps whenever it adopts a code by reference. It must (1) introduce the ordinance and conduct (or waive) a first reading, (2) schedule a public hearing that may coincide with the second reading, (3) publish notice of the hearing for fourteen days and (4) conduct the public hearing and adopt the ordinance. The scheduled action for the City Council meeting is the first of these four actions.

ORDINANCE NO.___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK AMENDING SECTIONS 15.04.010 AND 15.04.030 OF THE SUTTER CREEK MUNICIPAL CODE REGARDING ADOPTION OF BUILDING CODE UPDATES

The City Council of the City of Sutter Creek, California does ordain as follows:

Section 1

Section 15.04.010 of the Sutter Creek Municipal Code is amended as follows:

15.04.010 - Adoption of codes and related appendices.

A.   The 2022 California Building Standards Administrative Code contained in Part 1 of Title 24 of the California Code of Regulations is hereby adopted by reference as the Building Standards Administrative Code of the City of Sutter Creek.

B.   The 2022 California Building Code contained in Part 2 of Title 24 of the California Code of Regulations, including Appendix C (Group U—Agricultural Building), Appendix H (Signs), Appendix I (Patio Covers) and Appendix J (Grading) is hereby adopted by reference as the Building Code of the City of Sutter Creek.

C.   The 2022 California Residential Building Code contained in Part 2.5 of Title 24 of the California Code of Regulations, is hereby adopted by reference as the Residential Building Code of the City of Sutter Creek.

D.   The 2022 California Electrical Code contained in Part 3 of Title 24 of the California Code of Regulations, including Article 89, is hereby adopted by reference as the Electrical Code of the City of Sutter Creek.

E.   The 2022 California Mechanical Code contained in Part 4 of Title 24 of the California Code of Regulations, is hereby adopted by reference as the Mechanical Code of the City of Sutter Creek.

F.   The 2022 California Plumbing Code contained in Part 5 of Title 24 of the California Code of Regulations, is hereby adopted as the Plumbing Code of the City of Sutter Creek.

G.   The 2022 California Energy Code contained in Part 6 of Title 24 of the California Code of Regulations, including Appendix 1-A is hereby adopted by reference as the Energy Code of the City of Sutter Creek.

H.   The 2022 California Historical Building Code contained in Part 8 of Title 24 of the California Code of Regulations is hereby adopted by reference as the Historical Building Code of the City of Sutter Creek.

I   The 2022 California Fire Code contained in Part 9 of Title 24 of the California Code of Regulations, is hereby adopted as the Fire Code of the City of Sutter Creek.

J.   The 2022 California Existing Building Code contained in Part 10 of Title 24 of the California Code of Regulations, is hereby adopted by reference as the Existing Building Code of the City of Sutter Creek.

K.   The 2022 California Green Building Standards Code contained in Part 11 of Title 24 of the California Code of Regulations is hereby adopted by reference as the Green Building Standards Code of the City of Sutter Creek.

L.   The 2022 California Referenced Standards Code contained in Part 12 of Title 24 of the California Code of Regulations is hereby adopted by reference as the Referenced Standards Code of the City of Sutter Creek.

M.   The 2021 International Property Maintenance Code as published by the International Code Council and referenced in Title 24, Part 2, of the California Building Code is hereby adopted by reference as the Property Maintenance Code of the City of Sutter Creek.

N.   The 1997 Uniform Code for the Abatement of Dangerous Buildings, published by the International Conference of Building Officials, is hereby adopted by reference as the Dangerous Buildings Code of the City of Sutter Creek.

O.   The above-identified codes in this section 15.04.010 (hereinafter collectively referred to as the "Building Codes") are adopted for the purpose of prescribing regulations for the erection, construction, modification, repair, maintenance, demolition, use and occupancy of buildings and structures. One copy of each of the Building Codes shall be maintained for use and examination of the public in the office of the building official.

Section 2

The City Council finds as follows:

A.   California Health and Safety Code, Section 13869.7, 17958.7, and 18941.5, allow for amendments reasonably necessary because of local climatic, geographical or topographical conditions.

B.   The topography of the City of Sutter Creek presents several factors which impede response times: steep and narrow roadways, the city divided by a major water way, Sutter Creek, and areas with insufficient water supplies.

C.   The City of Sutter Creek is surrounded by State Resource Area (SRA) high hazard areas which gives potential for wildland fires moving into the city. With terrain and steep canyons creating challenging access, changes in the code allow for more self-sustaining defensible fire protection.

D.   The City of Sutter Creek presents problems for a timely response due to climatic conditions, from fog to occasional snow.

E.   Based on the afore-cited topographical and climatic findings the City of Sutter Creek finds it necessary to amend the Code to provide additional fire safety measures in an attempt to reduce the severity of fire and potential loss of life and property.

F.   In addition, the City of Sutter Creek is at elevation 1,188 feet, and therefore receives snow at such intervals as require that roof of structures to be constructed to accommodate snow loads of a minimum of 20 pounds per square feet. Due to this topographical and climactic condition, the adoption of a local snow-load requirement is necessary to protect the potential loss of life and property.

Section 3

In light of the findings in the preceding section, Section 15.04.030 of the Sutter Creek Municipal Code is amended as follows:

15.04.030 - Amendments to California Building Code.

The provisions of this section 15.04.030 shall constitute local amendments to the cross-referenced provisions of the 2022 California Building Code, Title 24, Part 2 and shall be deemed to amend the cross-referenced section in said Code with the respective provisions set forth in this section 15.04.030.

A.   Section 903.2 of the California Building Code is amended by adding, at the end of the text of that section, a new subsection to read as follows:

22.   NEW STRUCTURES. An automatic fire sprinkler system shall be installed in occupancies 5,000 square feet and larger exclusive of area separations as defined in the California Building Code.

This requirement may be waived by the Building Official if the building is divided into areas of less than 5,000 square feet. Such division shall be made by the construction of fire wall(s) which meet the requirement of Chapter 3 and Chapter 7 of the California Building Code.

The integrity of the said fire wall shall be maintained as defined in the California Building Code. In the event such integrity is not maintained, the building shall be equipped with an approved automatic sprinkler system.

B.   Section 903.2 of the California Building Code is amended by adding, at the end of the text of that section, a new subsection to read as follows: 23. EXISTING STRUCTURES. An automatic fire sprinkler system shall be provided in existing structures when there is a change of character of the occupancy or use of any building which may, in the opinion of the Building Official increase or may cause to increase the hazard of fire or threat to life and safety.

C.   Section 1608A.1 of the California Building Code is amended to add the following sentence at the end of the subsection as follows: (1) The snow load for the City of Sutter Creek shall be 20 pounds per square foot.

Section 4

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

<u>Section 5</u>

The City Council determines that the provisions of this Ordinance are exempt from the California Environmental Quality Act because the instant ordinance involves continuing administrative activities and thus is not a project, as the Act defines, pursuant to Section 15378(b)(2) of the California Environmental Quality Act Guidelines. To the extent the adoption of this Ordinance constitutes a project, the City Council finds pursuant to CEQA Guideline Section 15061(b)(3) that the project is exempt from environmental review because it can be seen with certainty that the adoption of the ordinance would not have any significant impact on the environment.

This ordinance shall be published and posted in the manner required by law by the City Clerk.

Introduced at a meeting of the City Council of Sutter Creek on January 17, 2023 and enacted by the City Council of the City of Sutter Creek at a regular meeting held on February 6, 2023.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Sutter Creek City Council, held on this 6th day of February 2023, by the following vote, to wit:
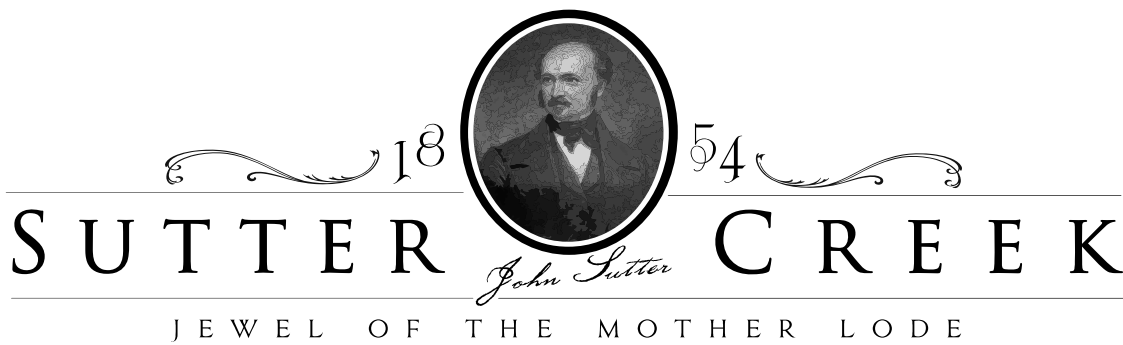
AYES:
NAYS:
ABSENT:
ABSTAIN:

_____
Claire Gunselman, Mayor

ATTEST:

_____
Karen Darrow, City Clerk

18 54

SUTTER CREEK

John Sutter

JEWEL OF THE MOTHER LODE

TO:	**THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
MEETING DATE:	**FEBRUARY 6, 2023**
FROM:	**MATT OSPITAL, CITY ENGINEER**
SUBJECT:	**STORM DAMAGE - GOLD STRIKE COURT**

DISCUSSION:

At the end of 2022 and beginning of 2023, the area received an abundance of rain. On January 1, 2023, the City received an email from Sara Wilson at 355 Gold Strike Court that the storm drain inlet adjacent to her house was sinking.

City Engineering staff field reviewed the site with Public Works foreman George Allen on January 3, 2023. See Attachment A for project location. George indicated that the pipe in this location is an old, corrugated metal storm drain that is failing.

During the week of January 23rd, Campbell Construction excavated the sinking area, performed a temporary fix and backfilled with cement slurry to prevent further sinking. When the storm drain pipe was exposed, George discovered that it was a corrugated arch culvert pipe and the pipe bottom was rusted out in various locations. Immediately upstream and downstream of this failing storm drain, the existing pipe is plastic and 48" diameter.

RECOMMENDATION:

The following options are available to the Council at this time:

> Option 1: Since the City declared an emergency, contract directly with a local contractor to perform the storm drain repair on a time and material basis under City Engineer/City observation.

> Option 2: Have City Engineer prepare plans, specifications, and estimate (PS&E) and bid project the same as other public works projects.

> Option 3: Do nothing and leave the road as is.

BUDGET IMPACT:

$ 12,000	Engineering Design
$ 95,000	Construction
$ 12,000	Construction Management
$ 120,000	Total

The City has informed CalOES that the storm drain failure occurred during the New Year's Eve rain event which was declared a disaster by the State on January 4, 2023. At this time, it's unknown if the City will receive reimbursement for replacing it.

See Attachment B for estimated project cost.

#2999
Gold Strike Court-2023-02-02

ATTACHMENT A

Gold Strike Sinkhole

Write a description for your map.

Legend

REMOVE AND REPLACE
(E) S.D. ~110 L.F.

REMOVE & REPLACE
DRAINAGE INLET

CONNECT TO (E)
DRAINAGE INLET

CONNECT TO (E)
DRAINAGE INLET

REMOVE & REPLACE
15 L.F. CONCRETE
CURB & GUTTER

REMOVE & REPLACE
DRAINAGE INLET

Bryson Dr

Google Earth

N

100 ft

ATTACHMENT   B

CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
GOLD STRIKE COURT SINKHOLE
1/31/2023

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	LOCATE & PROTECT EXISTING UTILITES	DAY	2	$2,500.00	$5,000.00
2	TRAFFIC CONTROL	DAY	2	$2,500.00	$5,000.00
3	CLEARING & GRUBBING	DAY	1	$5,000.00	$5,000.00
4	48-INCH DIAMETER STORM DRAIN	LF	110	$350.00	$38,500.00
5	CEMENT SLURRY BACKFILL	CY	20	$200.00	$4,000.00
6	STORM DRAIN INLET	EACH	2	$7,500.00	$15,000.00
7	CONCRETE CURB & GUTTER	LF	15	$250.00	$3,750.00
8	ASPHALT CONCRETE	TON	10	$350.00	$3,500.00
				CONSTRUCTION SUBTOTAL	$79,750.00
				CONSTRUCTION CONTINGENCY (20%)	$15,950.00
				SURVEYING (5%)	$3,987.50
				ENGINEERING (10%)	$7,975.00
				CONSTRUCTION MANAGEMENT (15%)	$11,962.50
				TOTAL PROJECT COST	$119,625.00
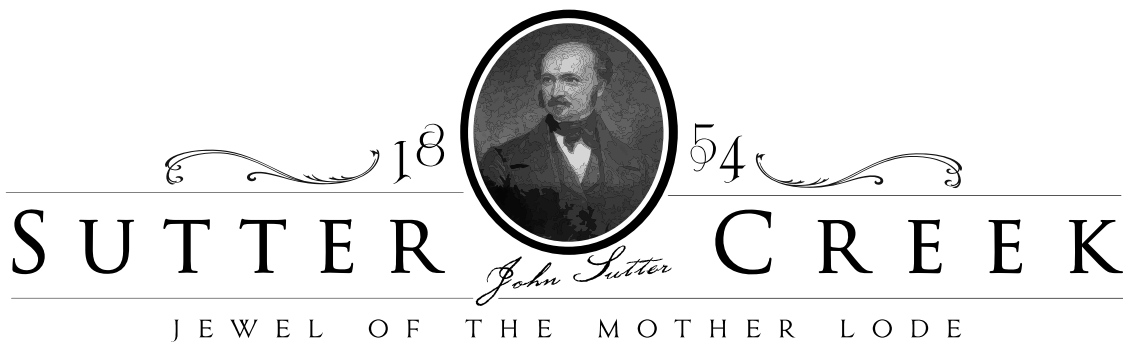
TO:	**THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**
MEETING DATE:	**FEBRUARY 6, 2023**
FROM:	**MATT OSPITAL, CITY ENGINEER**
SUBJECT:	**STORM DAMAGE – EUREKA ROAD**

DISCUSSION:

At the end of 2022 and beginning of 2023, the area received an abundance of rain. When the storm water cleared, the City began checking storm drain facilities that didn't appear to be functioning correctly during the storm.

City Engineering staff reviewed the site with Public Works foreman George Allen on January 31, 2023. See Attachment A for project location. George indicated that the pipe in this location is 30-inch diameter and composed of two different materials (old corrugated metal and riveted steel). At the centerline of Eureka Street, where the two pipes meet, the joint in the pipe has offset and the storm drain pipe is plugged up. City staff is unable to unplug this storm drain pipe and during heavy rain it overflows the basin, runs down the north side of Eureka Road and then spills over all the way to Sutter Hill Road.

When the storm water is running down the road, it is enlarging the road potholes and where it is spilling over the edge of the roadway, it starting to erode under the asphalt.

RECOMMENDATION:

The following options are available to the Council at this time:

> Option 1: Since the City declared an emergency, contract directly with a local contractor to perform the storm drain repair on a time and material basis under City Engineer/City observation.
>
> Option 2: Have City Engineer prepare plans, specifications, and estimate (PS&E) and bid project the same as other public works projects.
>
> Option 3: Do nothing and leave the road as is.

BUDGET IMPACT:

$ 37,500	Engineering Design
$ 165,000	Construction
$ 22,500	Construction Management
$ 225,000	Total

The City has added this project to the CalOES damage report and currently inquiring with Caltrans for emergency relief funding availability as the road is designated as a major collector. At this time, it's unknown if the City will receive reimbursement for replacing the storm drain.

See Attachment B for estimated project cost.

#2999
Eureka Road - 2023-02-02

Eureka Road Storm Damage

ATTACHMENT A

Legend

(P) CONCRETE HEADWALL

REGRADE (E) DRAINAGE DITCH

REMOVE & REPLACE (E) S.D. ~ 60 L.F.

EUREKA ROAD

Eureka Rd

(P) CONCRETE HEADWALL

Google Earth

200 ft

ATTACHMENT B

CITY OF SUTTER CREEK
PRELIMINARY ENGINEER'S ESTIMATE
EUREKA ROAD STORM DRAIN REPAIR
2/1/2023

ITEM NO.	ITEM	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	ITEM TOTAL
1	MOBILIZATION (10% MAX)	LS	1	$13,500.00	$13,500.00
2	LOCATE & PROTECT EXISTING UTILITES	LS	1	$5,000.00	$5,000.00
3	TRAFFIC CONTROL	LS	1	$30,000.00	$30,000.00
4	CLEARING & GRUBBING	LS	1	$5,000.00	$5,000.00
5	30-INCH DIAMETER STORM DRAIN	LF	60	$300.00	$18,000.00
6	CEMENT SLURRY BACKFILL	CY	25	$200.00	$5,000.00
7	CONCRETE HEADWALL	EACH	2	$25,000.00	$50,000.00
8	ROCK SLOPE PROTECTION	CY	30	$250.00	$7,500.00
9	REGRADE EXISTING DITCH	LF	500	$10.00	$5,000.00
10	UNSUITABLE MATERIAL	CY	10	$250.00	$2,500.00
11	ASPHALT CONCRETE	TON	10	$350.00	$3,500.00
12	THERMOPLASTIC STRIPING	LS	1	$5,000.00	$5,000.00
				CONSTRUCTION SUBTOTAL	$150,000.00
				CONSTRUCTION CONTINGENCY (10%)	$15,000.00
				ENGINEERING (25%)	$37,500.00
				CONSTRUCTION MANAGEMENT (15%)	$22,500.00
				TOTAL PROJECT COST	$225,000.00