

DOS PALOS CITY COUNCIL

REGULAR MEETING AGENDA

City-County Building, 1554 Golden Gate Avenue

Dos Palos, California, USA

6:00 pm, Tuesday, December 21, 2021

A. CALL TO ORDER:

by Mayor April Hogue

1. **Flag Salute** *Pledge of Allegiance led by Mayor pro Tem Debbie Orlando*
2. **Invocation** *Led by Councilmember Thomas Pigg*
3. **Roll Call** *by City Clerk Ysidro Garcia*
4. **Urgency Additions or Deletions:** *Requires urgency and four affirmative votes*

5. **Public Forum:** At this time, anyone present may comment upon any city-related business item, which is not on this agenda. Please state your name and address for the record. Please be concise and avoid repetition. The mayor *may* limit you to one presentation not to exceed three minutes in length. State law now requires at least twice as much time be allotted to a member of the public who utilizes a non-English translator. Response is not required. Action, if necessary is limited to staff referral, or with special conditions, placement on a future agenda.

B. COMMENDATIONS, PRESENTATIONS, and PROCLAMATIONS:

1. **Dispatcher of the Year Award.**
2. **Police Officer of the Year Award.**
3. **Oath of Office for Gerardo Chavez as Sergeant of Police.**

C. CONSENT CALENDAR:

Action

1. Approval of the **Treasurer's Report for May 2021.**
2. Approval of the **Treasurer's Report for June 2021.**
3. Approval of the **Treasurer's Report for July 2021.**
4. Approval of the **Treasurer's Report for August 2021.**
5. Approval of the **Minutes** of the November 16, 2021 Regular Meeting.
6. Approval of the **Pre-Paid**s for November 2021.
7. Approval of the **Warrants** for December 2021.

D. UNFINISHED BUSINESS:

1. Resolution 2021-20 Setting **Vacant Building Permit Fee**
at \$344 annually.

Report
Public Hearing
Discussion/Action

D. UNFINISHED BUSINESS CONTINUED:

- | | |
|--|---|
| 2. Ordinance 431 Recyclable Materials /SB 1383 | Report
Waive the Second Reading
Discussion/Questions/Answers
Second Public Hearing
Adoption |
| 3. Municipal Solid Waste Franchise Agreement with Mid-Valley Disposal, LLC. | Report
Discussion
Action |
| 4. Possible Provision of Dispatch Services to City of Gustine. | Information |
| 5. SAFE Program (Service Authority for Freeway Emergencies). | Information |
| 6. MCAG One Voice Program | Information |
| 7. Center Avenue North Project: Continuation Sheet (Invoice),
Final Payment and Notice of Completion,
<i>Garth Pecchenino, Quad Knopf, City Engineer</i> | Report
Discussion
Action |

E. CORRESPONDENCE, EVENTS, COUNCIL & STAFF REPORTS.

1. Covid Report.
2. *28th Annual Downtown Dos Palos Christmas Parade held December 2, 2021.*
3. *Toy Drive and Festivities held December 18, 2021.*
4. Recruitment for City Manager open until January 10, 2022.
5. City-County Relations Committee January 13, 2022.
6. RFP for Legal Counsel open until February 2, 2022.

F. EXECUTIVE (Closed) SESSION: None.

G. NEW BUSINESS: None.

H. ADJOURNMENT *in memory of local departed:*

Betty Rebecchi 90
Noel Dean Gravelle 87
Alfred Henderson 68
Jesse Cruz 60
Jose Luis Montanez 59
Frankie Esquivel 22

Disclosures, Information, Pending, and Possible Future Actions:

The 96th City Council consists of Mayor April Hogue, Mayor pro Tempore Debbie Orlando, Councilmember Thomas Pigg, Councilmember Armando Bravo, and Councilmember Marcus Porter. The 44th City Council Session is now underway and ends on November 15, 2022. The next available numbers of record are Ordinance #431 and Resolution 2021-20.

Council meetings are held at 6:00 pm on the third Tuesday of each month. At least 72 hours prior to each regular city council meeting, a complete agenda packet is available for review on the city website: www.cityofdospalos.org. Agenda items must be provided (in their final form) to the City Manager before 12 noon on the Thursday prior to the Tuesday City Council meeting. Effective May 10, 1990.

A Recruitment for City Manager is currently open. It closes January 10, 2022. An RFP for Legal Services is currently open. It closes February 2, 2022. On May 18, 2021, the City Council authorized staff to solicit proposals for a Development Impact Fee Study. The proposals were due November 1, 2021. None were received.

The City Council is required to respond to any applicable findings within 90 days of the release of the Merced County Grand Jury Annual Report.

City staff and city attorney prepared information for the City Council to consider the establishment of a local non-profit Theatre Foundation to receive grant money to purchase and restore the Dos Palos Theatre. At the March 2021 City Council meeting, the mayor tabled the recommendation. This item may be taken from the table at any time or reconsidered when and if a new grant source becomes available.

Street Repairs: Measure V projects completed are Downtown Sidewalks, and Center Avenue North. Action to accept Center Avenue North which is Center Avenue and portions of Loraine Street and Marguerite Street is on this agenda. The Reconstruction of Thomas Street is included in the 2021-2022 Budget Resolution 2021-11/Q utilizing available LTF and SB 1 RMRA funds. The 3rd and next Measure V Street project will be East Blossom Street and connections from Lucerne Avenue to Palm Avenue scheduled for 2023-2025. East Blossom qualifies as an Arterial or Collector and is eligible for additional funding. Funding committed and secured thus far includes \$2,488,310 in local Measure V Street and Sidewalk funds; \$1,588,000 from Westside Regional funds previously programmed in 2019 and \$2,387,000 that staff programmed on October 21, 2021, which was approved by the Westside Regional Committee on October 28, 2021, and MCAG on December 16, 2021, and \$783,039 in Rule 20A undergrounding funds.

Current Pending Grants include \$11,000,000 from State of California for a New Water Plant awarded but not yet received, \$1,322,176 in Federal American Rescue Act funding following hearings held June 15, 2021 and June 29, 2021 for the Rehabilitation of the 750,000 Gallon Water Tank now under construction, \$279,664 in the Federal Community Projects for the Water Plant Clarifier, \$140,000 in LEAP grant funding and \$35,000 in REAP grant funding for a new Housing Element, and a Per Capita Parks Grant recommended by staff for replacement of the Pierini Park (former Little League Park) Announcer's Booth/Concession Stand/Restroom building, but not yet approved by the City Council.//

OATH OF OFFICE

I, state your name,

do solemnly swear,

that I will support and defend

the Constitution of the United States

and the Constitution of the State of California

against all enemies, foreign and domestic;

that I will bear true faith and allegiance

to the Constitution of the United States

and the Constitution of the State of California;

that I take this obligation freely,

without any mental reservation or purpose of evasion;

and that I will,

well and faithfully discharge

the duties upon which I am about to enter,

So help me God.

CITY OF DOS PALOS
CASH FLOW REPORT
MAY 2021

C-1

BEGINNING BALANCE: 1,427,478.35

REVENUES RECEIVED:

GENERAL FUND	537,969.50
WATER DEPOSIT	300.00
UTILITIES	269,125.77

TOTAL REVENUES RECEIVED: 807,395.27

EXPENDITURES:

PAYROLL	3,275.85
DERECT DEPOSIT PAYROLL	101,669.45
WARRANTS	297,332.15

TOTAL EXPENDITURES: 402,277.45

BEGINNING BALANCE:	1,427,478.35
TOTAL REVENUES:	807,395.27
TOTAL EXPENDITURES:	-402,277.45
CREDIT CARD CHARGES:	-1,939.39
ANALYSIS CHARGE:	-198.84
PERS MONTHLY ACCURAL PMT	-19052.81
BLUEFIN PAYMENT	-9.95
FEE REVERSAL	100.00
FEE REVERSAL	21.00
LEXISINEXIS POLICE	75.00
DEPOSIT CORRECTION	50.00
TOTAL CASH FLOW BALANCE:	1,811,641.18


CITY TREASURER

CITY OF DOS PALOS
WESTAMERICA BANK RECONCILIATION
MAY 2021

STATEMENT ENDING BALANCE: 1,856,958.92

COMPUTER WARRANTS OUTSTANDING:

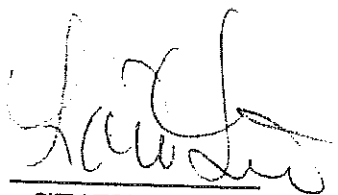
17311 ANICETO VALDEZ	25.00
17891 TORIBIO MARTINEZ	143.53
18120 JUAN RODRIGUEZ	8.00
18153 EMPLOYEE CHECK	17.40
18211 BOBBY MARTINEZ	104.39
18246 USDA SERVICE CENTER RURAL	4425.00
18292 GORDON BONDS	14.62
18345 FREDDY SINGH	10.61
18371 NORMA SHEPPARD	82.80
18639 ALMA INFANTE	48.02
18641 LAMEXICANA	16.80
18868 SANDRA GONZALEZ	16.80
18963 JANEEN COLEMAN	35.40
19099 MERCED COUNTY PUBLIC WORKS	850.34
19172 BOWNELLS INC	179.31
19273 FORREST ATKINS	33.00
19289 DOS PALOS FIRE DEPT	225.00
19305 JG HARDWARE STORE	18.16
19394 BANKCARD CENTER	543.94
19497 RICARDO AGUILAR	4.49
19498 GIOVONNI CASTANEDA	150.00
19538 DOS PALOS FIRE DEPT	225.00
19553 JG HARDWARE STORE	15.43
19575 JOSE PENA	1.97
19581 LUIS ROMO	49.77
19631 SWRCB	90.00
19641 GERALDINE CHAMBERS	315.00
19642 CINTAS	531.87
19647 DOS PALOS FIRE DEPT	225.00
19649 EMC PLANNING GROUP INC.	925.57
19653 FRESNO CITY COLLEGE	184.00
19660 KELLOGG'S SUPPLY	2648.26
19666 MERCED COUNTY SHERIFFS	75.00
19697 EMPLOYEE CHECK	138.52
19699 EMPLOYEE CHECK	138.52
19676 PACIFIC GAS& ELECTRIC	18015.42

19680 RAIN FOR RENT	1971.79
19684 S. DOS PALOS WATER DIST	4647.05
19687 STAR SANITATION	350.84
19691 VALLIWIDE VAULT & SAFE	1040.00
19694 YONKERS & JOHNSON	69.76
19715 MARIBEL LOZANO	64.60
197001 ADMINISTRATIVE SOLUTION	41.67
197007 FRANCHISE TAX BOARD	32.40
197010 MUTUAL OF OMAHA	31.88
19719 CLOUD 9 SALON	1000.00
19720 DAN'S AUTO SERVICE	1000.00
4/1/2021 HARTFORD	50.00
4/16/2021 HARTFORD	50.00
5/3/2021 HARTFORD	50.00
5/18/2021 HARTFORD	50.00
5/18/2021 PERS	11109.45
TOTAL COMPUTER WARRANTS:	\$52,091.38
 BEGINNING BALANCE:	 1,856,958.92
TOTAL COMPUTER WARRANTS:	-52,091.38
OUTSTANDING DEPOSITS:	6773.64
TOTAL CASH FLOW BALANCE:	1,811,641.18

C-2

CITY OF DOS PALOS
CASH FLOW REPORT
JUNE 2021

BEGINNING BALANCE:		1,811,641.18
REVENUES RECEIVED:		
	GENERAL FUND	114,831.96
	WATER DEPOSIT	300.00
	UTILITIES	286,863.04
TOTAL REVENUES RECEIVED:		401,995.00
EXPENDITURES:		
	PAYROLL	5,714.78
	DIRECT DEPOSIT	96,999.77
	WARRANTS	331,650.77
TOTAL EXPENDITURES:		434,365.32
BEGINNING BALANCE:		1,811,641.18
TOTAL REVENUES:		401,995.00
TOTAL EXPENDITURES:		-434,365.32
CREDIT CARD CHARGE		-1,955.17
ANALYSIS CHARGE:		-216.38
PERS MONTHLY		-19052.81
LEXISNEXIS POLICE		100.00
FEE REVERSAL		100.00
BLUEFIN		-9.95
VOID CK 197010		31.88
TOTAL CASH FLOW BALANCE:		1,758,268.43


CITY TREASURER

CITY OF DOS PALOS
WESTAMERICA BANK RECONCILIATION
JUNE 2021

STATEMENT ENDING BALANCE: 1,784,555.25

COMPUTER WARRANTS OUTSTANDING:

17311 ANICETO VALDEZ	25.00
17891 TORIBIO MARTINEZ	143.53
18120 JUAN RODRIGUEZ	8.00
18153 EMPLOYEE CHECK	17.40
18211 BOBBY MARTINEZ	104.39
18246 USDA SERVICE CENTER RURAL	4425.00
18292 GORDON BONDS	14.62
18345 FREDDY SINGH	10.61
19371 NORMA SHEPPARD	82.80
18639 ALMA INFANTE	48.02
18641 LAMEXICANA	16.80
18868 SANDRA GONZALEZ	16.80
18963 JANEEN COLEMAN	35.40
19099 MERCED COUNTY PUBLIC WORKS	850.34
19172 BROWNELLS.INC	179.31
19273 FORREST ATKINS	33.00
19289 DOS PALOS FIRE	225.00
19305 JG HARDWARE STORE	18.16
19394 BANKCARD CENTER	543.94
19497 RICARDO AGUILAR	4.49
19498 GIOVONNI CASTANEDA	150.00
19553 JG HARDWARE STORE	15.43
19575 JOSE PENA	1.97
19581 LUIS ROMO	49.77
19647 DOS PALOS FIRE	225.00
19734 CRYSTAL ALATORRE	50.00
19738 MARIA AMAYA	20.80
19746 BONDS & SON SEPTIC TANK SERVIC	400.00
19757 DOS PALOS FIRE	225.00
19764 FRESNO CITY COLLEGE	393.00
19771 JG HARDWARE STORE	45.39
19788 PACIFIC TIRE	30.00
19820 EMPLOYEE CHECK	138.52
19830 OPERATING ENGINEERS LOCAL 3	408.00
19832 SANTOS FORD LINCOLN MERCURY	6000.00
19833 SALT CONTROL PROGRAM	2260.00
19835 EMPLOYEE CHECK	1508.89

4/1/2021 HARTFORD	50.00
4/16/2021 HARTFORD	50.00
5/3/2021 HARTFORD	50.00
5/18/2021 HARTFORD	50.00
6/1/2021 HARTFORD	50.00
6/17/2021 HARTFORD	50.00
6/17/2120 PERS	13229.76

TOTAL COMPUTER WARRANTS:	32254.14
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BEGINNING BALANCE:	1,784,555.25
TOTAL COMPUTER WARRANTS:	-32,254.14
OUTSTANDING DEPOSITS:	5,967.32
TOTAL CASH FLOW BALANCE:	1,758,268.43

CITY OF DOS PALOS
CASH FLOW REPORT
JULY 2021

C-3

BEGINNING BALANCE:		1,758,268.43
REVENUES RECEIVED:		
	GENERAL FUND	796,499.49
	WATER DEPOSIT	1,650.00
	UTILITIES	299,938.00
TOTAL REVENUES RECEIVED:		1,098,087.49
EXPENDITURES:		
	PAYROLL	2,697.12
	DIRECT DEPOSIT PAYROLL	103,203.26
	WARRANTS	723,389.55
TOTAL EXPENDITURES:		829,289.93
BEGINNING BALANCE:		1,758,268.43
TOTAL REVENUES:		1,098,087.49
TOTAL EXPENDITURES:		-829,289.93
CREDIT CARD CHARGES:		-1,922.15
ANALYSIS CHARGE:		-179.64
PERS MONTHLY ACCURAL PMT		-22628.34
BLUEFIN PAYMENT		-9.95
FEE REVERSAL		100.00
LEXISINEXIS POLICE		100.00
PERS ANNUAL PEPPRA PMT		-5324.00
TOTAL CASH FLOW BALANCE:		1,997,201.91


CITY TREASURER

CITY OF DOS PALOS
WESTAMERICA BANK RECONCILIATION
JULY 2021

STATEMENT ENDING BALANCE: 2,429,159.85

COMPUTER WARRANTS OUTSTANDING:

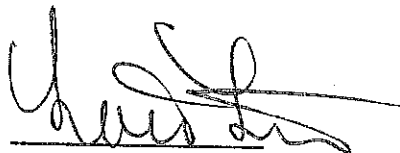
17311 ANICETO VALDEZ	25.00
17891 TORIBIO MARTINEZ	143.53
18120 JUAN RODRIGUEZ	8.00
18153 EMPLOYEE CHECK	17.40
18211 BOBBY MARTINEZ	104.39
18246 USDA SERVICE CENTER RURAL	4425.00
18292 GORDON BONDS	14.62
18345 FREDDY SINGH	10.61
18371 NORMA SHEPPARD	82.80
18639 ALMA INFANTE	48.02
18641 LAMEXICANA	16.80
18868 SANDRA GONZALEZ	16.80
18963 JANEEN COLEMAN	35.40
19099 MERCED COUNTY PUBLIC WORKS	850.34
19172 BOWNELLS INC	179.31
19273 FORREST ATKINS	33.00
19305 JG HARDWARE STORE	18.16
19394 BANKCARD CENTER	543.94
19497 RICARDO AGUILAR	4.49
19498 GIOVONNI CASTANEDA	150.00
19575 JOSE PENA	1.97
19581 LUIS ROMO	49.77
19757 DOS PALOS FIRE	225.00
19788 PACIFIC TIRE	30.00
19833 SALT CONTROL PROGRAM	2260.00
19848 ADASTRAGOV,INC	13000.00
19852 ARCHIVESOCIAL	2988.00
19854 AUTOZONE,INC	601.14
19857 BANKCARD CENTER	606.97
19861 JUANITA REDDING	129.60
19868 CSJVRMA C/O BICKMORE	153011.00
19869 DASH MEDICAL GLOVES	234.88
19872 DIVISION OF THE STATE ARCHITECT	2.00
19873 DOS PALOS DRAINAGE DISTRICT	10020.00
19874 DOS PALOS FIRE	225.00
19875 DOS PALOS PUBLISHING CO	58.00

19877 ELITE UNIFORMS	325.74
19878 JORGE ESPARZA	31.68
19886 GOVINVEST, INC	12000.00
19888 HCL MACHINEWORKS	65.55
19909 PACIFIC TIRE	15.00
19919 S. DOS PALOS WATER	6597.26
19923 GUSTAVO TAPIA	7.20
19926 TREDENT DATA SYSTEMS	2991.00
19927 USA BLUE BOOK	2951.90
19928 USDA, SERVICE CENTER	178252.17
19930 VAUSE PART SOURCE	342.74
19931 VERIZON WIRELESS	1001.64
19936 EMPLOYEE CHECK	138.52
19938 EMPLOYEE CHECK	138.52
19940 EMPLOYEE CHECK	138.52
19949 LAW OFFICES OF BENNETT&SHARPE	108.00
19952 P.G. & E.	24857.35
4/1/2021 HARTFORD	50.00
4/16/2021 HARTFORD	50.00
5/3/2021 HARTFORD	50.00
5/18/2021 HARTFORD	50.00
6/1/2021 HARTFORD	50.00
6/17/2021 HARTFORD	50.00
7/1/2021 HARTFORD	50.00
7/19/2021 HARTFORD	50.00
7/16/2021 PERS	14839.34
TOTAL COMPUTER WARRANTS:	\$435,373.07
 BEGINNING BALANCE:	 2,429,159.85
TOTAL COMPUTER WARRANTS:	-435,373.07
OUTSTANDING DEPOSITS:	3415.13
TOTAL CASH FLOW BALANCE:	1,997,201.91

C-4

CITY OF DOS PALOS
CASH FLOW REPORT
AUGUST 2021

BEGINNING BALANCE:		1,997,201.91
REVENUES RECEIVED:		
	GENERAL FUND	187,424.73
	WATER DEPOSIT	900.00
	UTILITIES	306,172.33
TOTAL REVENUES RECEIVED:		494,497.06
EXPENDITURES:		
	PAYROLL	3,893.30
	DIRECT DEPOSIT	100,718.91
	WARRANTS	353,053.52
TOTAL EXPENDITURES:		457,665.73
BEGINNING BALANCE:		1,997,201.91
TOTAL REVENUES:		494,497.06
TOTAL EXPENDITURES:		-457,665.73
CREDIT CARD CHARGE		-2,108.63
ANALYSIS CHARGE:		-146.69
PERS MONTHLY		-22628.34
LEXISNEXIS POLICE		75.00
FEE REVERSAL		100.00
BLUEFIN		-9.95
CA TAX FEE		-419.90
VOID CKS		164.60
CASH SHORT		-0.04
TOTAL CASH FLOW BALANCE:		\$ 2,009,059.29


CITY TREASURER

**CITY OF DOS PALOS
WESTAMERICA BANK RECONCILIATION
AUGUST 2021**

STATEMENT ENDING BALANCE: 2,029,514.60

COMPUTER WARRANTS OUTSTANDING:

17311 ANICETO VALDEZ	25.00
17891 TORIBIO MARTINEZ	143.53
18120 JUAN RODRIGUEZ	8.00
18153 EMPLOYEE CHECK	17.40
18211 BOBBY MARTINEZ	104.39
18246 USDA SERVICE CENTER RURAL	4425.00
18292 GORDON BONDS	14.62
18345 FREDDY SINGH	10.61
19371 NORMA SHEPPARD	82.80
18639 ALMA INFANTE	48.02
18641 LAMEXICANA	16.80
18868 SANDRA GONZALEZ	16.80
18963 JANEEN COLEMAN	35.40
19099 MERCED COUNTY PUBLIC WORKS	850.34
19172 BROWNELLS.INC	179.31
19273 FORREST ATKINS	33.00
19305 JG HARDWARE STORE	18.16
19394 BANKCARD CENTER	543.94
19497 RICARDO AGUILAR	4.49
19498 GIOVONNI CASTANEDA	150.00
19575 JOSE PENA	1.97
19581 LUIS ROMO	49.77
19757 DOS PALOS FIRE	225.00
19833 SALT CONTROL PROGRAM	2260.00
19874 DOS PALOS FIRE	225.00
19970 AUTOZONE,INC	128.42
19980 JESUS CISNEROS	7.20
19990 DOS PALOS FIRE	225.00
19991 ELECTRIC DRIVES, INC	128.22
19994 FAR WEST LABORATORIES	2172.00
20004 HCL MACHINE WORKS	104.66
20007 INGRAHAM TROPHIES	656.04
20030 INOCENCIA SANTOS	17.39
20052 EMPLOYEE CHECK	138.52
20055 ADMINISTRATIVE SOLUTIONS INC	41.67
20066 MERCED COUNTY TAX COLLECTOR	209.53
20067 SWRCB	60.00

4/1/2021 HARTFORD	50.00
4/16/2021 HARTFORD	50.00
5/3/2021 HARTFORD	50.00
5/18/2021 HARTFORD	50.00
6/1/2021 HARTFORD	50.00
6/17/2021 HARTFORD	50.00
7/1/2021 HARTFORD	50.00
7/19/2021 HARTFORD	50.00
8/2/2021 HARTFORD	50.00
8/16/2021 HARTFORD	50.00
8/16/2021 PERS	13559.54
 TOTAL COMPUTER WARRANTS:	 27437.54
 BEGINNING BALANCE:	 2,029,514.60
TOTAL COMPUTER WARRANTS:	-27,437.54
OUTSTANDING DEPOSITS:	6,982.23
TOTAL CASH FLOW BALANCE:	\$ 2,009,059.29

C-5

Dos Palos City Council Minutes
November 16, 2021

DRAFT

DRAFT

DRAFT

A. CALL TO ORDER: Mayor April Hogue called a regular meeting of the Dos Palos City Council to order at 6:04 pm in the City-County Building at 1546-1554 Golden Gate Avenue in Dos Palos, California on Tuesday, January 21, 2020.

1. The Pledge of Allegiance was led by Councilmember Debbie Orlando.
2. An Invocation was led by Councilmember Thomas Pigg.
3. **Roll Call:** City Manager Darrell Fonseca called the Roll finding all five City Councilmembers present: Mayor April Hogue, Mayor pro Tem Thomas Pigg, Councilmember Debbie Orlando, Councilmember Armando Bravo, and Councilmember Marcus Porter.

Others present included: Nick Accardo, City Attorney Edward Amaral, Jeanette Baker, Claudia Bretado Bautista, Public Works Director Gordon Bonds, Ignacio Cervera, Jeff Chase, Suzanne Cole, Taylor Darnall, City Manager/CEO/PC Darrell Fonseca, Frank "Butch" Fountain, Ysidro Garcia, Nate Garrett, Director of Utilities Craig Hackett, Joe Lerner, Judy Lerner, Joe Lyons, Chief of Police Rich McEachin, Michael McGlynn, Lynn Miles, Randy Miles, Janet Miller, Katy Miller, Scott Miller, Jenelle Muniz, City Engineer Garth Pecchenino, Maria Pina, Bill Pinto, Bobby Powers, Sandra Powers, Director of Finance & Personnel Manuela Sousa, Joey Toscano, and Jeanne Wagner.

4. Urgency Additions or Deletions: None.
5. Public Forum: The mayor set a 3-minute clock. No one requested to speak.

B. COMMENDATIONS, PRESENTATIONS, and PROCLAMATIONS:

1. A proclamation thanking the city for staff's assistance with the recent recall **election** from Elections Supervisor Darlene E. Ingersoll was presented.
2. A proclamation and plaque to **Joseph Lerner** for 28 years of service from the Merced County Mosquito Abatement District Board was presented by Mayor Hogue.

C. CONSENT CALENDAR:

1. It was moved by Councilmember Orlando and seconded by Mayor pro Tem Pigg to Appoint Michael McGlynn as the City of Dos Palos Member of the Merced County **Mosquito Abatement District Board of Directors** to fill an incomplete term ending on December 31, 2023. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.
2. It was moved by Councilmember Orlando and seconded by Mayor pro Tem Pigg to Approve the **Minutes** of the October 19, 2021 Regular Meeting. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.

3. It was moved by Councilmember Orlando and seconded by Mayor pro Tem Pigg to Approve the **Pre-Paids** for October 2021. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.
4. It was moved by Councilmember Orlando and seconded by Mayor pro Tem Pigg to Approve the **Warrants** for November 2021. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.

D. UNFINISHED BUSINESS:

1. Following a staff report and comments from the public. It was moved by Councilmember Porter and seconded by Councilmember Bravo to direct staff to bring a Resolution back to the next meeting setting the **Vacant Building Permit Fee** at \$344 annually and to notice a public hearing for the setting of the rate. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.
2. It was moved by Councilmember Orlando and seconded by Councilmember Porter to Introduce **Ordinance 431 Recyclable Materials/SB 1383**. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None. Claudia Bretado Bautista made a procedural suggestion. The First Public Hearing was opened at 6:37 pm. No one requested to speak. The First Public Hearing was closed at 6:38 pm. It was moved by Councilmember Orlando and seconded by Mayor pro Tem Pigg to Waive the First Reading of Ordinance 431. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.
3. It was moved by Councilmember Porter and seconded by Councilmember Orlando to Authorize a New **City Manager Recruitment** structure, adopt a job description, set salary range for recruitment, and schedule. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.

E. CORRESPONDENCE, EVENTS, & REPORTS: Various reports were presented.

F. EXECUTIVE CLOSED SESSION:

At 7:56 pm, the City Council entered into Executive Closed Session with Legal Counsel: City Attorney Edward Amaral to discuss the following:

1. Public Employee Appointment – City Clerk per California Government Code 54957 (b). Claudia Bretado Bautista and Ysidro Garcia were called in separately.
2. Public Employee and Appointment – Acting City Manager per California Government Code 54947 (b).
The following was on the agenda but not discussed:
3. Request Closed Session pursuant to California Government Code 54957 the “Personnel Exception”.

The City Council emerged from Executive Closed Session at 8:26 pm.

DRAFT

G. NEW BUSINESS:

DRAFT

1. Ysidro Garcia was appointed as the City's 16th **City Clerk** to an incomplete term ending November 15, 2022.
2. City Attorney Ed Amaral administered the **Oath** of Office to new City Clerk Ysidro Garcia.
3. It was moved by Councilmember Porter and seconded by Councilmember Bravo to **Rotate the position of Mayor pro Tem(pore) annually** by seniority beginning in December 2021. City Manager Fonseca suggested that the rotation begin on the third Tuesday in November to coincide with council meetings and the biennial reorganization dates in even numbered years. The motion's maker and second agreed. The revised motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.
4. Following council discussion, it was moved by Councilmember Porter and seconded by Councilmember Bravo to direct staff to develop a **Request for Proposal for Legal Counsel** and authorize recruitment. The motion passed 3-1-1 as follows: AYES: Hogue, Bravo, and Porter. NOES: Pigg. ABSTENTIONS: Orlando. ABSENT: None.
5. It was moved by Councilmember Orlando and seconded by Councilmember Porter to add item G-6 to the Agenda. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.
6. It was moved by Councilmember Orlando and seconded by Councilmember Porter to **Terminate the Acting City Manager Contract** agreement with Dewayne Jones. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.

H. ADJOURNMENT:

The meeting was adjourned at 8:46 pm in memory of:

Ray Narbaitz 87
Albert Catrina 84
Vona Jordan Rogers 84
Donna Anfinson 76
Sam Carnell Jr. 73
Kathlene Silveira 72
James Strickland

The Andrade Family:
Ruben Andrade 40
Juana Yanez Andrade 35
Christopher Andrade 11
Judith Andrade 4
Hector Andrade 1

C-SIX

Pre-Paids

20417 Northstar Chemical	Chemicals	11/16/2021	\$ 5,750.74
20417 Total			\$ 5,750.74
20418 Pacific Gas & Electric	Monthly Gas & Electric Bill	11/16/2021	\$28,549.16
20418 Total			\$28,549.16
20419 Ca Dept of Tax and Fees Admin	Water Rights ID: USBR1346, July 1, 2021 - June 30, 2022	11/18/2021	\$ 3,077.52
20419 Total			\$ 3,077.52
		Total	\$37,377.42

BR-Board Audit (12/17/2021 - 8:00 AM)

Warrant List

C-7

	20433 Amazon Capital Services	Credit - Microphone wireless system returned	12/15/2021	\$14.88
20433 Total				\$14.88
	20434 Diana Andrade	Refund Check 017478-000, 1013 Willson	12/15/2021	\$49.54
20434 Total				\$49.54
	20435 Aramark	Uniform services acc#156473500	12/15/2021	\$463.31
20435 Total				\$463.31
	20436 Mike Areias	Animal Shelter Maintenance	12/15/2021	\$400.00
20436 Total				\$400.00
	20437 AT&T	Contract services	12/15/2021	\$397.69
20437 Total				\$397.69
	20438 AutoZone, Inc.	Battery	12/15/2021	\$359.02
20438 Total				\$359.02
	20439 Baker Supplies and Repairs	Chainsaw diagnostic	12/15/2021	\$277.29
20439 Total				\$277.29
	20440 Baker, Manock & Jensen	Matter 000001 - Services through Nov 30,21	12/15/2021	\$385.00
20440 Total				\$385.00
	20441 Bankcard Center	ACCT 6199 - Adobe renewal	12/15/2021	\$1,371.03
20441 Total				\$1,371.03
	20442 Beverly Scientific LLC	Service Call Labor	12/15/2021	\$1,395.31
20442 Total				\$1,395.31
	20443 Bob's Howard Tire	Tires	12/15/2021	\$828.50
20443 Total				\$828.50
	20444 Bureau of Reclamation	December 2021 estimated water usage	12/15/2021	\$239.40
20444 Total				\$239.40
	20446 Casey Moving Systems	Shredding	12/15/2021	\$765.00
20446 Total				\$765.00
	20447 Central California Irrigation	Water usage	12/15/2021	\$3,450.00
20447 Total				\$3,450.00
	20448 Cintas	Building maintenance	12/15/2021	\$486.46
20448 Total				\$486.46
	20449 City of Dos Palos	Sulfide Treatment	12/15/2021	\$1,500.00
20449 Total				\$1,500.00
	20450 Code 3 Wear	Uniforms	12/15/2021	\$785.75
20450 Total				\$785.75
	20451 Comcast	Internet,Phone,Cable/8155500240116728	12/15/2021	\$892.58
20451 Total				\$892.58
	20452 Critical Reach, Inc	2022 APBnet annual support fee	12/15/2021	\$220.00
20452 Total				\$220.00
	20453 CSG Consultants, Inc.	monthly Building services	12/15/2021	\$2,540.00
20453 Total				\$2,540.00
	20454 Cyrun	Quarterly Payment for Maintenance	12/15/2021	\$7,030.00
20454 Total				\$7,030.00
	20455 Department of	Maintenance of Signal at 33 and Blossom	12/15/2021	\$84.75
20455 Total				\$84.75
	20456 Merced County Dept of	New World License	12/15/2021	\$1,210.00
20456 Total				\$1,210.00
	20457 Dooley Enterprises, Inc.	40 S&W 180gr Full Meta	12/15/2021	\$510.80
20457 Total				\$510.80
	20458 Dos Palos Fire Dept.	Monthly Contribution	12/15/2021	\$225.00
20458 Total				\$225.00
	20460 ERS Industrial Services,	Clarifier Reconstruction	12/15/2021	\$386,525.22
20460 Total				\$386,525.22
	20461 Ford Motor Credit Company	Payment police Interceptor #5265013	12/15/2021	\$1,147.58
20461 Total				\$1,147.58
	20462 Ford Motor Credit Company	Monthly Lease pmt	12/15/2021	\$550.44
20462 Total				\$550.44
	20463 Fresno Mobile Radio Inc.	Monthly fee	12/15/2021	\$350.00
20463 Total				\$350.00
	20464 Frontier Communications	Monthly Phone w/water plant	12/15/2021	\$59.60
20464 Total				\$59.60

20465	Germino, Amaral, & Jordan	Attorney Salary	12/15/2021	\$850.00
20465 Total				\$850.00
20466	Great America Financial	copier agreement #003-1543083-000	12/15/2021	\$261.09
20466 Total				\$261.09
20467	Hach Company	TU5300sc TURB,RFID,EPA	12/15/2021	\$3,572.10
20467 Total				\$3,572.10
20468	Hawks & Associates CPAs,	Audited Fin stmnts for FYE 6/30/20 and 2021	12/15/2021	\$2,620.00
20468 Total				\$2,620.00
20469	Home Depot Credit	Trash bags, Disinfect wipes	12/15/2021	\$1,261.40
20469 Total				\$1,261.40
20470	Ingraham Trophies	184 Soccer Trophies	12/15/2021	\$981.39
20470 Total				\$981.39
20471	JG Hardware Store	Door bolt	12/15/2021	\$5.35
20471 Total				\$5.35
20472	Liebert Cassidy Whitmore A	Client/Matter No: DO020-00001	12/15/2021	\$3,556.00
20472 Total				\$3,556.00
20473	Marlin Business Bank	Payment on server	12/15/2021	\$661.64
20473 Total				\$661.64
20474	MCRWMA	Solid Waste Tipping Fees	12/15/2021	\$9,791.56
20474 Total				\$9,791.56
20475	Merced County Law	Workshop - January 12-14,2022	12/15/2021	\$275.00
20475 Total				\$275.00
20476	Merced County Public	November 2021 District Funds	12/15/2021	\$670.07
20476 Total				\$670.07
20477	Mid Valley Disposal	Contract -Refuse Service	12/15/2021	\$43,516.07
20477 Total				\$43,516.07
20478	Mid Valley IT	Monthly IT service-City Hall	12/15/2021	\$1,600.00
20478 Total				\$1,600.00
20479	Midway Community Water	Secretarial Comp Oct 2021 - Dec 2021	12/15/2021	\$8,869.95
20479 Total				\$8,869.95
20480	N & S Tractor Co.	Bolts	12/15/2021	\$4.31
20480 Total				\$4.31
20481	Nicoletti Oil Inc.	Monthly Gas & Oil	12/15/2021	\$4,785.83
20481 Total				\$4,785.83
20482	Northstar Chemical	Chemicals	12/15/2021	\$906.88
20482 Total				\$906.88
20483	NTU Technologies, Inc.	Chemicles	12/15/2021	\$19,909.67
20483 Total				\$1,909.67
20484	Orozco Yard Maintenance	Yard Maintenance	12/15/2021	\$2,655.00
20484 Total				\$2,655.00
20485	Owen Equipment Sales	Water pump	12/15/2021	\$1,524.25
20485 Total				\$1,524.25
20486	Pace Supply Corp	Gate Valve	12/15/2021	\$3,830.43
20486 Total				\$3,830.43
20487	Pacific Gas & Electric	Monthly Gas & Electric Bill	12/15/2021	\$18,032.90
20487 Total				\$18,032.90
20488	Pacific Tire	Tire Repair	12/15/2021	\$15.00
20488 Total				\$15.00
20489	Paramount Pest Control	Pest control	12/15/2021	\$15.33
20489 Total				\$171.00
20490	Pegboard	Regular white Env	12/15/2021	\$87.02
20490 Total				\$1,350.66
20491	Pitney Bowes	Rental Payment	12/15/2021	\$163.02
20490 Total				\$163.02
20492	Price Paige & Company	June 30,2021 audited financial statement	12/15/2021	\$2,500.00
20492 Total				\$2,500.00
20493	Quad Knopf	Valeria Street Improvements	12/15/2021	\$8,762.16
20493 Total				\$8,762.16
20494	Quantum FSD, Inc.	Internet	12/15/2021	\$124.95
20494 Total				\$124.95
20496	South Dos Palos Water	November 2021 District Funds	12/15/2021	\$4,237.95
20496 Total				\$4,237.95

	20497	Springbrook	CivicPay Transaction Fees	12/15/2021	\$702.00
20497 Total					\$702.00
	20498	Stocking & Cozzi Ins. Agy,	Add Marine Sched Equip	12/15/2021	\$2,490.00
20498 Total					\$2,490.00
	20499	James M. Stofle	Successor Auditor Information Package - Sewer	12/15/2021	\$1,015.90
20499 Total					\$1,015.90
	20500	SWRCB	Water Treatment renewal - Ignacio Cervera	12/15/2021	\$60.00
20500 Total					\$60.00
	20501	SWRCB Accounting Office	Annual Permit Fee - Facility ID: 5C240102001	12/15/2021	\$42,886.00
20501 Total					\$42,886.00
	20502	Taylor ER Veterinary	Cremation Chihuahua Mix	12/15/2021	\$10.00
20502 Total					\$10.00
	20503	The Office City	Office Supplies	12/15/2021	\$163.30
20503 Total					\$163.30
	20504	Trans-Rock Trucking	Fill Sand	12/15/2021	\$475.00
20504 Total					\$475.00
	20505	United Rentals	Boom Truck rental	12/15/2021	\$5,861.88
20505 Total					\$5,861.88
	20506	US Public Safety Group,	Badges	12/15/2021	\$231.96
20506 Total					\$231.96
	20507	USABlue Book	Credit - Sludge Complete Set	12/15/2021	\$836.61
20507 Total					\$836.61
	20508	USDA, Service Center	Loan Number 01	12/15/2021	\$21,807.17
20508 total					\$21,807.17
	20509	Utility Service Co., Inc	Elevated Oliver Street Tank	12/15/2021	\$9,949.13
20509 Total					\$9,949.13
	20510	Valley Power Systems	Wastewater603 unit	12/15/2021	\$1,785.52
20510 Total					\$1,785.52
	20511	Verizon Wireless	Mobile Broadband Acc #342049182	12/15/2021	\$993.46
20511 Total					\$993.46
	20513	Yonkers & Johnson	Parts	12/15/2021	\$36.22
20513 Total					\$36.22

BR-Board Audit (12/16/2021 - 3:14 PM)

\$660,837.69

D-1

RESOLUTION 2021-20
OF THE CITY COUNCIL OF THE CITY OF DOS PALOS
SETTING A VACANT BUILDING PERMIT FEE

WHEREAS, in 2021, the Mayor requested that the City Council consider code enforcement and fines to force property owners of abandoned, blighted, and vacant buildings to enhance the appearance of business buildings; and

WHEREAS, other members of the City Council expressed an interest in making unoccupied and vacant commercial and industrial buildings "Business Ready"; and

WHEREAS, in 1997, a previous City Council had ordained Title 17, Chapter 60, Section 050, subsection B, of the Dos Palos Municipal Code which reads, "The property owner of any commercial or industrial building or structure, or of any portion or remainder thereof which is found to have been unoccupied, vacant, or without an active business license for six months or more shall pay a vacant building permit fee to the city. The city council shall set the vacant building permit fee amount by resolution. The city may place a lien on said property for failure to pay a vacant building permit fee." however, no fee was ever set; and

WHEREAS, on August 18, 2009 a different previous City Council discussed the possibility of setting a vacant building permit fee, however, no action was taken; and

WHEREAS, following discussions on February 16, 2021 and March 16, 2021, the City Council directed staff to prepare a resolution for consideration and public hearing setting the fee at \$344 per year, but then postponed further consideration to the November 16, 2021 city council meeting, at which time the council directed staff to prepare a resolution and set a public hearing for December 21, 2021; and

NOW, THEREFORE, BE IT RESOLVED that following a Public Hearing, the City Council of the City of Dos Palos hereby sets a **Vacant Building Permit Fee** of \$344 per year for any commercial or industrial building or structure, or of any portion or remainder thereof which is found to have been unoccupied, vacant, or without an active business license for six months or more. The Building Inspector or Fire Marshal shall determine applicability. The fee may not be charged more than once in any calendar year. Appeals for waiver may be made to the City Manager and/or the City Council. This fee may be refunded after one year with an active business license.

The foregoing **RESOLUTION 2021-20** was moved by _____, which motion was duly seconded by _____, and said motion was adopted on a x – y (/) vote of the Members of the City Council of the City of Dos Palos present at a regular meeting held on December 16, 2021 by the following votes to wit: AYES: NOES: ABSENT: ABSTENTIONS: SIGNED ATTEST

ORDINANCE 431

DRAFT

FOR SECOND READING, SECOND PUBLIC HEARING, AND POSSIBLE ADOPTION

The City Council of the City of Dos Palos does hereby ordain as follows:

Chapter 8.11 RECYCLABLE MATERIALS

8.11.001 PURPOSE AND FINDINGS

SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations.

To assure compliance with California law as established in SB 1383 with regard to a three can collection system and including language from the CalRecycle model, the following sections are ordained and adopted.

SECTIONS:

- 8.11.001 PURPOSE AND FINDINGS
- 8.11.010 DEFINITIONS
- 8.11.020 REQUIREMENTS FOR SINGLE FAMILY GENERATORS
- 8.11.030 REQUIREMENTS FOR COMMERCIAL BUSINESSES
- 8.11.040 WAIVERS FOR GENERATORS
- 8.11.050 REQUIREMENTS FOR COMEMRCIAL EDIBLE FOOD GENERATORS
- 8.11.060 SELF-HAULER REQUIREMENTS
- 8.11.070 INSPECTIONS BY JUSRIDICTION
- 8.11.080 ENFORCEMENT
- 8.11.090 COMPLIANCE WITH CALGREEN REQUIREMENTS
- 8.11.100 MODEL WATER EFFICIENT LANDSCAPING ORDINANCE

8.11.010 DEFINITIONS

- (a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.
- (b) "CalRecycle" means California's Department of Resources Recycling and Recovery.
- (c) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (d) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- (e) "Commercial Edible Food Generator" includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in Sections 3(rrr) and 3(sss) of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).
- (j) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants.
- (k) "C&D" means construction and demolition debris.
- (m) "Designee" means an entity that a Jurisdiction contracts with or otherwise arranges to carry out any of the Jurisdiction's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (n) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (o) "Enforcement Action" means an action of the Jurisdiction to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

- (p) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the Jurisdiction and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in Jurisdictions, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Jurisdiction, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- (s) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (t) "Food Recovery Organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this ordinance.

- (u) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible

Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (v) "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (w) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (x) "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, and pizza boxes.
- (y) "Food Waste" means Food Scraps and Food-Soiled Paper.

"Green waste" means leaves, grass clippings, brush, branches and other forms of organic matter generated from landscapes and gardens, separated from other forms of solid waste.
- (z) "Gray Container" has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (aa) "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is not acceptable for placement in a Blue or Green Container as part of a three-container collection service.
- (bb) "Green Container" has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (cc) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).
- (ff) "Inspection" means a site visit where a Jurisdiction reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR Section 18982(a)(35).
- (ii) "Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and

serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

- (jj) "Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this ordinance.
- (kk) "Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (mm) "Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (oo) "Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (rr) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (ss) "Organic Waste" includes Greenwaste and Food Waste
- (tt) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (ww) "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source

- Separated Recyclable Materials for the Jurisdiction's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Jurisdiction's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in Jurisdiction's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (yy) "Recovery" means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
 - (zz) "Recyclables" means those materials that by way of collecting, sorting, cleansing, treating, and reconstituting materials would otherwise become solid waste, and by processing can be returned to the economic main stream in the form of raw materials for new, reused, or reconstituted products. Recyclables include, but are not limited to, newsprint, mixed paper, aluminum, plastics, glass, metal, cardboard, chip board, junk mail, magazines, newspaper, books, computer paper, and the like.
 - (ccc) "Remote Monitoring" means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
 - (eee) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
 - (fff) "Route Review" means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
 - (ggg) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
 - (hhh) "SB 1383 Regulations" or "SB 1383 Regulatory" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

- (iii) "Self-Hauler" means a person, who hauls Solid Waste, he or she has generated using the generator's own equipment.
- (kkk) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
 - (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (lll) "Source Separated" means the segregation, by the generator, of materials designated for separate collection for some form of recycling, processing, recovery, or reuse.
- (ppp) "State" means the State of California.
- (qqq) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (rrr) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
 - (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.

- (4) Food Distributor.
- (5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this ordinance.

(sss) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site Food Facility and 200 or more rooms.
- (3) Health facility with an on-site Food Facility and 100 or more beds.
- (4) Large Venue.
- (5) Large Event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

8.11.020 REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Every person owning or occupying a residence or commercial establishment shall subscribe to solid waste, organic waste, and segregated recyclable collection. Jurisdiction shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the Jurisdiction.

Requirements for Source Separating Solid Waste.

- A. All residential and commercial generators of Solid Waste shall be required to source separate materials into Grey, Blue, and Green containers.
- B. Generators shall place Source Separated Organic Waste, including Food Waste, in the Green Container; Segregated Recyclable Materials in the

Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

- C. Generators shall not place Prohibited Container Contaminants in any container. City and City's authorized recycling agent reserve the right to inspect containers to determine if Prohibited Container Contaminants are present and issue a warning or assess penalties and fines under this chapter

8.11.030 REQUIREMENTS FOR COMMERCIAL BUSINESSES

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to Jurisdiction's three-container collection services. Jurisdiction shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the Jurisdiction.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with Jurisdiction's Blue Container, Green Container, and Gray Container collection service.
- (d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

- (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).
- (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the Jurisdiction's Blue Container, Green Container, and Gray Container collection service.
- (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (j) Provide or arrange access for Jurisdiction or its agent to their properties during all Inspections conducted in accordance with this ordinance to confirm compliance with the requirements of this ordinance.
- (k) Accommodate and cooperate with Jurisdiction's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with this ordinance.
- (n) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (o) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements in this ordinance.

8.11.040 WAIVERS FOR GENERATORS

- (a) De Minimis Waiver: City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below. Commercial Businesses requesting a de minimis waiver shall:

- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section (a)(2) below.
- (2) Provide documentation that either:
 - (A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - (B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
- (3) Notify Jurisdiction if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- (4) Provide written verification of eligibility for de minimis waiver every 5 years, if Jurisdiction has approved de minimis waiver.

B. Physical Space Waiver: City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the Jurisdiction has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this ordinance.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

- (3) Provide written verification to Jurisdiction that it is still eligible for physical space waiver every five years, if Jurisdiction has approved application for a physical space waiver.

8.11.050 REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 9 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow Jurisdiction's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

- (i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - (iii) The established frequency that food will be collected or self-hauled.
 - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.11.060 SELF-HAULER REQUIREMENTS

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that Jurisdiction otherwise requires generators to separate for collection in the Jurisdiction's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the Jurisdiction. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 12(c) to Jurisdiction if requested.
- (e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Section 12(c) and (d).

8.11.070 INSPECTIONS AND INVESTIGATIONS BY JURISDICTION

- (a) Jurisdiction representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow Jurisdiction to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Jurisdiction's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment (optional); or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
- (c) Any records obtained by a Jurisdiction during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- (d) Jurisdiction representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) Jurisdiction shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

8.11.080 ENFORCEMENT

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a Jurisdiction Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The Jurisdiction's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. Jurisdiction may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. Jurisdiction may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of Jurisdiction staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this ordinance may be undertaken by the Jurisdiction Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.
 - (2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the Jurisdiction, in consultation with Jurisdiction Enforcement Official.
- (A) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
- (B) Jurisdiction Enforcement Official(s) (and Regional or County Agency Enforcement Official, if using) may issue Notices of Violation(s).
- (d) Process for Enforcement
 - (1) Jurisdiction Enforcement Officials or Regional or County Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section ___ establishes Jurisdiction's right to conduct Inspections and investigations.

- (2) Jurisdiction may issue an official notification to notify regulated entities of its obligations under the ordinance.
- (3) For Jurisdictions assessing contamination processing fees/penalties. For incidences of Prohibited Container Contaminants found in containers, Jurisdiction will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within ____ days after determining that a violation has occurred. If the Jurisdiction observes Prohibited Container Contaminants in a generator's containers on more than ____ () consecutive occasion(s), the Jurisdiction may assess contamination processing fees or contamination penalties on the generator.
- (4) With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), Jurisdiction shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, Jurisdiction shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the Jurisdiction's _____ policy/ordinance/guidelines

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the Jurisdiction or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$50 to \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$100 to \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$250 to \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).

- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

The Jurisdiction may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 17 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the Jurisdiction is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(h) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with Jurisdiction's procedures in the Jurisdiction's codes for appeals of administrative citations. Evidence may be presented at the hearing. The Jurisdiction will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(i) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, Jurisdiction will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if Jurisdiction determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in

compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(j) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the Jurisdiction determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 17, as needed.

8.11.090 COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

- (a) Persons applying for a permit from the Jurisdiction for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the Jurisdiction. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to Jurisdiction's building and/or planning code for complete CALGreen requirements.

- (b) For projects covered by CALGreen or more stringent requirements of the Jurisdiction, the applicants must, as a condition of the Jurisdiction's permit approval, comply with the following:

- (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three- three-plus, or two-container collection program offered by the Jurisdiction, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

- (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-, three-plus, or two-container collection program offered by the Jurisdiction, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with Jurisdiction's C&D ordinance, Chapter 8 of the Dos Palos Municipal Code and all written and published Jurisdiction policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

8.11.100 MODEL WATER EFFICIENT LANDSCAPING ORDINANCE REQUIREMENTS

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 14.
- (b) The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this ordinance. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- (c) Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 14(a) above shall:
 - (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.

- (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - (C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
- (2) The MWELO compliance items listed in this Section are not an inclusive list of MWELO requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 14(a) shall consult the full MWELO for all requirements.
- (d) If, after the adoption of this ordinance, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELO in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

Actions:

On November 16, 2021, it was moved by Councilmember Orlando and seconded by Councilmember Porter to **Introduce** Ordinance 431. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None. The **First Public Hearing** was opened at 6:37 pm. No one requested to speak. The First Public Hearing was closed at 6:38 pm. It was then moved by Councilmember Orlando and seconded by Mayor pro Tem Pigg to Waive the **First Reading** of Ordinance 431. The motion passed 5-0 as follows: AYES: Hogue, Pigg, Orlando, Bravo, and Porter. NOES: None. ABSTENTIONS: None. ABSENT: None.

On December 21, 2021, it was moved by _____ and seconded by _____ to Conduct or Waive the **Second Reading** of Ordinance 431. The motion passed x-y-z as follows: AYES NOES ABSTENTIONS ABSENT. A **Second Public Hearing** was opened at #.## pm. List Speakers and comments or No One requested to speak. The Second Public Hearing was closed at %:%% pm. It was then moved by _____ and seconded by _____ to **Adopt** Ordinance 431. The motion passed a-b-c as follows: AYES NOES ABSTENTIONS ABSENT.

Ordinance 431 becomes effective on January 14, 2022.

City Dos Palos

From: Joe Heisdorf <joeh@midvalleydisposal.com>
Sent: Thursday, December 16, 2021 4:29 PM
To: City Dos Palos; Joseph Kalpakoff
Subject: RE: Dos Palos
Attachments: Mid Valley Successor Agreement-Draft 2.0.docx; Dos Palos Rates Exhibit.xlsx
Importance: High

Darrell – see attached draft agreement and rate schedule.

I want to point out a few things:

- 1) The rates are all inclusive, meaning MVD will pay all landfill and processing costs (currently City pays landfill).
- 2) After discussion with Manuela we recommend that we bill commercial customers directly. We already do this in Firebaugh and Los Banos. City will continue to bill residents.
- 3) I have included in Exhibit B that we will have all containers in place within 180 days of signing the contract.

Look forward to hearing your thoughts.



"Service, Education,
Involvement, Integrity"

Joe Heisdorf, CPA | C.F.O.
 15300 W Jensen Ave, Kerman, CA 93630
Email: joeh@midvalleydisposal.com
Office: (559) 237-9425
Direct: (559) 567-0507



From: City Dos Palos <cityofdp@cityofdp.com>
Sent: Wednesday, December 15, 2021 2:45 PM
To: Joseph Kalpakoff <josephk@midvalleydisposal.com>; Joe Heisdorf <joeh@midvalleydisposal.com>
Subject: Dos Palos

Hello,
 I've had a glance at the proposed agreement. May I suggest a few minor changes as indicated in yellow. The only major change would be making the contract for the approximate balance of time left on the agreement you assumed, eight years instead of ten; and changing ending date to fiscal year, signatories, etc. Let me know and I'll place it on the council agenda for consideration. They only meet once before January 1, on December 21, 2021.
 Thanks,
 Darrell Fonseca
 City Manager

MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF DOS PALOS, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

as

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MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF DOS PALOS, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

This Franchise Agreement ("Franchise Agreement") is entered into this first day of January 2022, by and between the City of Dos Palos, a municipal corporation ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Grantee" or "Contractor"), for the collection, transportation and disposal of Solid Waste and for other services as further specified herein in Exhibit "A."

RECITALS

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

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

WHEREAS, Grantee has lawfully conducted solid waste handling operations in the City for several years, and has delivered a level of service to its customers commensurate with the highest industry standards. Grantee is well-qualified to continue providing that service; and

WHEREAS, the previous agreement and amendments between City and Grantee need to be updated; and

WHEREAS, in consideration of a long term agreement, Grantee has agreed to waive and release City from all prior claims related to the previous agreement; and

WHEREAS, in order to comply with the mandates of AB 939, subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery and disposal; and

WHEREAS, the City Council declares its intention of ensuring the delivery of adequate Solid Waste Handling services and of maintaining reasonable Fees for the provision of such handling services within the City;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES

A. Covenants, Representations and Warranties of Grantee

Grantee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Agreement.

- (1) Grantee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.
- (2) Grantee 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.
- (3) Each Person signing this Agreement on behalf of Grantee has been authorized by Grantee to do so, and this Agreement has been duly executed and delivered by Grantee, and constitutes a legal, valid and binding obligation of Grantee enforceable against Grantee in accordance with its terms.
- (4) To the best of Grantee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Grantee or affecting Grantee, wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Grantee.
- (5) Grantee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Grantee's or, if applicable, in Grantee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Grantee.
- (6) Grantee has the expert, professional, and technical capability to perform all of its obligations under this Agreement and will maintain the capability at all times during this Agreement's term.
- (7) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager the security instrument and certificates of insurance required by the Agreement.
- (8) Prior to providing any service authorized by this Agreement, Grantee will have provided to the City Manager reasonably acceptable proof that the Grantee has obtained all necessary permits, authorizations and licenses which are required for furnishing such service.

B. Covenants, Representations and Warranties of the City

The City hereby makes the following covenants, representations and warranties to and for the benefit of Grantee as of the date of this Agreement:

- (1) The parties executing this Agreement on behalf of the City are duly authorized 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.

- (2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of this Agreement.
- (3) The City shall reasonably consistent with its governmental duties, cooperate with Grantee in preserving the confidentiality of Grantee's proprietary information, including trade secret information, and preventing its disclosure. It will be the obligation of Grantee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Such information may include financial information that concerns activities or aspects of the Grantee's business that are unrelated to any work performed for the City, and any other information from which the identity of any account, customer, vendor, buyer, supplier, end user, or other source or transferee of recyclable material may be reasonably ascertained, such as name, address, or other identifying information. Grantee shall defend and indemnify City, elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers, including for City attorney fees, staff costs, awards and judgments, for any claims brought against City for failure to produce any requested documentation related to Grantee and its business in possession of City in accordance with a Public Record's Act.
- (4) The City shall use best reasonable efforts to update and amend applicable provisions of its Municipal Code to the extent the City determines such changes are necessary to conform to this Agreement and to meet its obligations hereunder.

SECTION 2 - DEFINITIONS

Whenever any term used in this Franchise Agreement has been defined by AB939 or in the Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition found in AB939, in the City Code and this Agreement, the definition in this Agreement shall govern all other definitions, while the definition in the City Code shall take precedence over the definition contained in AB939. The definitions are set forth on the attached and incorporated Exhibit "C".

SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise

Pursuant to the provisions of the City Code and pursuant to AB939, and subject to the terms and conditions of this Agreement (including all extensions or renewals), City hereby grants to Grantee the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in Exhibit "A" (Provided Services) to this Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall actively enforce the exclusive rights of Grantee to provide services within the Franchise Area. By this Agreement and subject to its terms, the City grants the broadest form of exclusive solid waste handling franchise permissible under applicable law including its general municipal police powers and the specific authority given to local agencies

by California Public Resources Code Section 40059 to determine aspects of solid waste handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

B. Acceptance of Franchise

Grantee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives, terminates and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

- (1) Self-Haul. Any Solid Waste otherwise within the Scope of this Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self-haul" within the meaning of this exception.
- (2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green waste or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green waste or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.
- (3) Sale or Gift of Recyclable Materials. Source separated Recyclable Materials which are either donated or sold by the generator of the materials to a party other than Grantee. A mere discount or reduction in price of the Grantee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code Section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any person or combination of persons in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

SECTION 4 – TERM AND TERMINATION

The initial term of this Agreement shall commence at 12:01 a.m. on January 1st 2022 and expire at 12:00 a.m. on June 30, 2029. Thereafter, beginning on July 1st, 2022, and on each July 1 anniversary date thereafter, the term of this Agreement will be extended automatically for one (1) additional year, so as to have a rolling term of eight (8) years. Should either party desire that said automatic renewal and extension provision be terminated, such party shall give the other written notice of nonrenewal between January 1 and June 30 in any year, but not before the year 2023. Any such notice, properly given, shall serve to terminate the automatic one-year renewal and extension provision only, and this Agreement shall remain in effect for the balance of the term then outstanding. In the event that either party exercises its right to terminate the automatic renewal and extension provision under this paragraph, the parties may subsequently reinstate the automatic renewal and extension provision by mutual written agreement. Termination of this Agreement may also occur pursuant to the section "Failure to Perform and Remedies," hereafter stated in this Agreement.

SECTION 5 - FRANCHISE AREA

The Franchise Area granted by this Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Grantee shall perform Solid Waste Handling services pursuant to this Agreement only in such Franchise Area.

SECTION 6 - SERVICES PROVIDED BY GRANTEE

The following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in Exhibit "A":

A. Employees

- (1) Each employee or other Person driving Grantee's vehicle shall at all times have a valid California vehicle operator's license appropriate for the vehicle being driven.
- (2) All Grantee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Agreement.
- (3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.
- (4) Noncompliance with the employee items above are subject to the terms of Section 10, Failure to Perform and Remedies.

B. Hours of Collection

Grantee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 5:00 A.M. the next day.

C. Office for Inquiries and Complaints

City shall receive and log customer inquiries and complaints and transmit any service requests or complaints to Grantee electronically or via other mutually agreed upon method. Grantee shall maintain an office at some fixed place and keep regular business hours and shall maintain a locally listed telephone number. Such listing shall be in the Grantee's name or in the fictitious business name under which Grantee provides Solid Waste Handling services to the Area. This Section shall not require the Grantee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Grantee.

D. Records and Reports

Grantee shall prepare, maintain and provide to the City such records and reports as required in this Agreement, as well as records related to services in this agreement required under any other applicable law.

E. Requested Service

Grantee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Grantee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof, unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

G. Containers

In addition to any requirement Grantee is subject to under its Health and Safety Permit, each container shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Grantee's employees while emptying a container shall be cleaned up by Grantee's employees.

H. Noise

In addition to any requirement Grantee is subject to under applicable law, Grantee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Grantee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

I. Collection Equipment

Grantee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste prior to such initial and/or periodic inspection and

approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Grantee's applicable Health and Safety Permit.

All motor vehicles used by Grantee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.

J. Privacy

Grantee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or the City, provided that no such analysis shall identify any person or connect any person to any particular waste. In addition, Grantee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Grantee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Grantee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

K. Customer Complaints

Grantee shall respond to customer complaints whether received directly from customers, or by customer through City. Grantee shall designate a government liaison Person responsible for working with the City to resolve Customer complaints. The name of the liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

L. Property Damage

- (1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Grantee to private or public property resulting from operations under this Agreement shall be promptly repaired or replaced by Grantee at Grantee's sole expense.
- (2) With respect to driving surfaces, Grantee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Grantee's employees.

M. Gratuities

Grantee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit or demand, either directly or indirectly, any gratuity for services authorized or required under its Agreement.

N. Laws and Licenses

Grantee shall comply with all federal, state, and City, County or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

O. Services During Strikes, Lockouts or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Grantee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Grantee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

SECTION 8 - WASTE DELIVERY DESIGNATION

City reserves the right to designate the disposal facility or facilities to which Grantee shall deliver Solid Waste generated within City and collected by Grantee pursuant to this Agreement. This designation, when made, shall be subject to the following:

- (1) Solid Waste that Grantee determines to be suitable for Processing or green composting may be delivered by Grantee to a Materials Recovery Facility or Designated Source Separated Organic Waste Facility selected by Grantee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.
- (2) If the City Manager or his/her designee directs Grantee to deliver residual Solid Waste collected pursuant to this Agreement to a Solid Waste Facility that is different from the facility Grantee is then using for the disposal of such waste, or in amounts that are different than the amount that Grantee is currently delivering to that facility, and this direction results in increased operating costs to the Grantee, Grantee shall be entitled to a corresponding Fee adjustment to fully compensate Grantee for the increased costs.

SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND

A. Indemnification of City

The Grantee agrees to indemnify, defend (with counsel chosen by City) and hold harmless the City and its authorized elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of Grantee's performance of services under this Agreement, except to the extent, if at all, that such liability arises as a result of City's own gross negligence or willful misconduct.

Hazardous Waste Indemnification

Without limiting the generality of the foregoing, if Grantee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Grantee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Grantee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Grantee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights under Section 8 of this Agreement. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9B shall survive the termination, lapse or any change in the relationship of the Parties hereto.

B. Insurance Requirements

Insurance Requirements

(1) Commercial General Liability

- i. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and

property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- ii. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.
- iii. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of the City.

(2) Business Automobile Liability

- i. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

(3) Workers' Compensation and Employers' Liability

- i. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(4) All Coverages

- i. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- iii. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
- v. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis,

considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

C. Performance Bonds or Other Security

Grantee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Fifty Thousand Dollars (\$50,000.00). Adequate proof of the existence of the Security shall be provided (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

D. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Grantee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Grantee or by a parent company of Grantee.

SECTION 10 - FAILURE TO PERFORM AND REMEDIES

The rights of the Grantee and City upon the failure of either to perform as required under this Agreement shall be as provided below:

A. Administration, Enforcement and Remedies

- (1) If the City Manager determines at any time that the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, the City Manager will notify Grantee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the notice of deficiency sent by the City Manager, a reasonable time for correction shall be thirty (30) consecutive calendar days from the receipt by the Grantee of such written notice. If the Grantee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, but the Grantee immediately commences to correct or remedy such deficiency within the time set forth in the Notice of Deficiency and diligently pursues such correction or remedy thereafter Grantee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that while

uncured defaults of material provisions of the Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Agreement, minor defaults should be the subject of liquidated damages as set forth herein. For purposes of this section, assessment of liquid damages in total of more than \$10,000.00 in any twelve (12) month period shall be deemed a material breach.

(2) The City Manager shall review the Grantee's response to the Notice of Deficiency. If the City Manager determines that the Grantee has not cured the deficiency, or if there is no cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:

- i. Refer the matter directly to the City Council for decision pursuant to subsection (4) of this Section 10-A; or
- ii. Decide the matter and notify the Grantee of that decision, in writing.
 - The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
 - The decision of the City Manager shall be final and binding on Grantee unless the Grantee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing, shall contain a detailed and precise statement of the basis for the appeal.
 - Within fourteen (14) working days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (4) of this Section 10-A.

(3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance, or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for hearing.

- i. If the City Council sets the matter for public hearing:
 - The City shall give Grantee, and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the Manager indicating the deficiencies, and shall give the Grantee, or its representatives and any other interested person, a reasonable opportunity to be heard.
 - Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that as noted in the Notice of Deficiency the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including but not limited to the laws governing collection, transfer, storage and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an imminent and substantial threat to public health and safety has been created as a result of Grantees' deficiency, or in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving

termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.

- (4) Grantee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.
- (5) In the event Grantee: (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City, reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:
 - i. To rent or lease from Grantee, at its respective fair and reasonable rental value, all or any part of the Grantee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Grantee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Grantee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Grantee or Person to act on the City's behalf. Grantee shall be held responsible for the costs to insure the City or its assignee from all liability resulting from the operation of Grantee's equipment. In the case of equipment not owned by Grantee, Grantee shall assign to the City, to the extent Grantee is permitted to do so under the instruments pursuant to which Grantee possesses and uses such equipment, the right to possess and use the equipment.
 - ii. As used in this subsection, "reasonable rental value" means the rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the Manager by any equitable alternative method.
 - iii. If the City exercises its rights under this subsection, the City shall pay or owe Grantee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Grantee pursuant to this provision against any amounts due the City from Grantee.
 - iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Grantee's Solid Waste Handling duties shall be billed by and paid to the City. To the extent Grantee receives such revenue after City's assumption of Grantee's Solid Waste Handling duties, Grantee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Grantee prior to the City's assumption of duties) and Grantee shall be deemed to have assigned to City all of Grantee's right and interest to any such revenues.

- (6) The City rights set forth in this Section 10-A are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Grantee to perform its obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement Grantee acknowledges, admits and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Grantee hereby agrees that the City may deem the foregoing a stipulation, for any purpose or proceeding.

B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

- (1) Grantee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. (See Office of Inquiries and Complaints section herein). Service complaints may be investigated by City Manager, as necessary to resolve. Grantee shall provide reasonable cooperation in the event of such investigation. Grantee shall maintain records listing the date of Customer complaint, the name, address and telephone number of Customer, the nature of the complaint or request, and the date when and nature of the action taken by the Grantee to resolve the complaint. All such records shall be maintained for at least three (3) years after Grantee's receipt of the complaint or inquiry and shall be available for inspection by City during all business hours. Service complaints shall be responsibility of Grantee whether received by City and forwarded to Grantee, or received directly by Grantee.
- (2) If the Grantee fails to cure a complaint, the City Manager shall review the complaint and determine if further action is warranted. The Manager may request written statements from the Grantee and Customer, or oral presentations or both written and oral presentations.
- (3) The City Manager shall determine if the Customer's complaint is justified, and if so, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section shall be limited to a refund of Customer charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Agreement, City may impose upon Grantee liquidated damages of up to one hundred dollars (\$100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the resolution procedure.
- (4) The City Manager may delegate the duties under this Section to a designee. The decision of the City Manager or a designee shall be final on any matter of five hundred dollars (\$500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars (\$500.00), Grantee may seek review pursuant to the Notice of Appeal procedure contained in Section 10-A of this Agreement.

SECTION 11 - FRANCHISE TRANSFER

The rights of the Grantee in regard to the transferability of its Franchise shall be as set forth below:

- (1) Neither this Franchise Agreement nor any right or privilege granted in this Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned or leased, in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer"), pass to or vest in any Person, except the Grantee, either by act of the Grantee or by operation of law, without the prior written consent of the City. Any attempt by Grantee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.
- (2) This Franchise Agreement shall terminate on any Change in Ownership of Grantee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.
- (3) The City shall review a request by Grantee that the City approve a transfer of all or part of Grantee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Grantee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Grantee.

If the Grantee requests that the City consider and consent to a transfer or a Change in Ownership of Grantee, the Grantee or the proposed transferee, as applicable, shall at a minimum meet each of the following requirements:

- i. The Grantee shall pay the City a maximum of \$50,000.00 for incurred attorney's fees and related administrative and investigation costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.
- ii. The Grantee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.
- iii. The Grantee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:
 - that the proposed transferee or the proposed management of the Grantee under the proposed new owner has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Grantee under this Agreement;
 - that in the last five (5) years, the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has not received any citations, Notice of Violations or other censure from any federal, state or

local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii) involves actions which endangered the lives or property of any Person. Grantee shall supply the City with a complete list of such citations, Notices of Violations and censures, if any;

- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;
- that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;
- of the adequate financial strength of proposed transferee or of the Grantee under the proposed new ownership; and
- of the ability of the proposed transferee or of the Grantee under the proposed new ownership to obtain and maintain required insurance and bonds.

SECTION 12 - REPORTS

Grantee shall provide the City Manager with such reports and information and make its records available for review as provided below:

A. General

- (1) Grantee shall keep, and, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Agreement, and support requests for a Fee adjustment. City and Grantee agree that Grantee's financial data and operational records shall remain confidential with respect to third parties, and shall be protected from disclosure to the extent they contain proprietary information, including trade secrets, whether or not designated as such by Grantee.
- (2) All information required to be kept, maintained or furnished to the City shall be maintained a minimum of five (5) years after the entry of the most recent item therein;

B. Reporting Requirements

During the term of this Franchise Agreement, Grantee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and AB 901, as amended, and the regulations implementing each, in a manner acceptable to City. Grantee agrees to submit such reports and information as reasonably requested by the City. Grantee agrees to render all reasonable cooperation and assistance to the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

C. Annual and Quarterly Reports

- (1) Grantee shall assist City in preparation of all Annual and Quarterly reporting required by CalRecycle, or successor agency, in accordance with this Agreement.
- (2) Quarterly reports shall be submitted forty-five (45) days following the end of each calendar quarter. The quarterly reports shall include:
 - i. Amount (in tons) and type of material collected.
 - ii. Amount and types of material deposited in the Solid Waste Facility.
 - iii. Amount and types of material recycled, processed or diverted.
 - iv. Summary assessment of services, and identification of impediments to meeting service requirements.
 - v. An annual presentation will be made to the DOS PALOS City Council upon an agreed date that is acceptable to both parties.

SECTION 13 - COMPENSATION

A. Compensation and Billing

Each party shall provide/maintain accurate and complete accounting and billing. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

(1) Billing and Payment

Contractor shall receive all requests for service and directly bill all commercial and industrial customers who receive service pursuant to this Agreement, including customers receiving Drop Box services.

All requests for Residential service, or for changes in service, shall be processed by City and promptly reported to Grantee. City shall provide billing services to all residential customers.

On a monthly basis, City shall remit to Grantee the full amount of services provided based on the Grantee Fees set forth on Exhibit "D." The monthly compensation payment to Grantee shall be paid by City within thirty (30) days of the end of the applicable billing cycle. Said Fees paid to Grantee are exclusive of fees collected by City for billing and customer services provided by the City, contract management, enterprise fund management, and Franchise Fees. The parties acknowledge City's right to add and retain such fees.

Each party's accounting and billing shall be accurate and complete. Either party may request and be entitled to review the other party's accounting and billing related to this Agreement.

- (2) Grantee's Fees. Grantee shall provide solid waste handling services pursuant to this Agreement at the Fees set forth in the attached Exhibit "D," the contents of which are incorporated by this reference. The Exhibit "D" Fees will apply at the inception of this Agreement, and are subject to adjustment as set forth elsewhere herein.

The parties acknowledge their understanding that the Exhibit "D" Fees are not necessarily reflective of the total charges that City will actually bill to customers. The City expressly reserves the right to charge customers whatever Rates it deems reasonable or appropriate, and the actual charges to a customer will include additional amounts, over and above the amount that will be paid to Grantee, to cover such administrative, finance, collection or other fees as the City determines proper. If no Fee has been established for a particular service billed by City, Grantee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Grantee, then Grantee shall determine with Customer the appropriate charge, subject to City approval. Grantee shall promptly notify City of any new Rates to be billed by Grantee.

The Exhibit "D" Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by customers). No other charges shall be imposed by Grantee for such services unless approved by City.

B. Adjustment to Fees

The following annual and special rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

(1) Annual Cost of Living Adjustment (COLA)

Beginning July 1, following the Effective Date of this Franchise Agreement, and each July 1 thereafter, the Fee shall be annually adjusted upwards by adding a cost-of-living adjustment (COLA) to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (CPI).

An example of the CPI adjustment for July 1, 2021 is shown below:

Annual CPI-U 2019:	295.004
Annual CPI-U 2020:	300.084
Change:	5.080
% Increase:	1.72% $(5.080 \div 295.004)$

(2) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee's compensation and the Fee adjustment mechanism provided in this Agreement result in Grantee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Grantee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary Fee increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

(3) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

(4) Change in Scope Level Adjustment

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by, Grantee. City shall provide Grantee ninety (90) days notice of any requested changes in scope of this agreement. A Change in Scope Adjustment shall be effective on and after the actual date of the requirement to or agreement to change

operations which results from the change in service, but, absent the consent of the Manager, not sooner than the effective date of the change in service. In no event shall any Change in Scope Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.

- ii. In the event that the City Manager and the Grantee claiming to be affected by the change in scope cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13-C (1) shall apply.

(5) Change in Law Adjustments

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13-C (1) shall apply.

C. Dispute Resolution Regarding Adjustment to Fees

- (1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in 13 above, which cannot be resolved between the Grantee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Grantee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Grantee and the City. The cost of the expert shall be borne equally by the Grantee and the City and the Parties shall pay the expert(s) each party's respective share on demand by the expert(s). If the Grantee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Grantee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.
- (2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment) shall be decided by the City Manager within ten (10) working days after receipt of a written statement from the Grantee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Grantee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has

given the Grantee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10–A of this Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10–A of this Agreement.

- (3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City or a hearing officer, as appropriate.

D. Discontinuance of Service

Grantee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Grantee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage and collection of Solid Waste in accordance with this Agreement.

SECTION 14 - FORCE MAJEURE

Grantee shall not be in default under this Agreement in the event that the services provided by the Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Grantee and which Grantee could not reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee.

SECTION 15 - OTHER PROVISIONS

A. Independent Contractor

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

B. Right to Pass

Grantee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Grantee shall have no rights greater than those then held by City.

C. Compliance with Municipal Code

Grantee shall comply with provisions of the Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

D. Notices

Any notice, information, request or reply ("Notice") required or permitted to be given under the provisions of this Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Grantee at its most recent address of record with City or (ii) to the Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving party confirms receipt. The addresses of the parties at the time of signing this Agreement are:

To City: Attn: City Manager
 City of Dos Palos
 2174 Blossom Street
 DOS PALOS, CA 93620

To Grantee: Attn: Contract Administrator
 Mid-Valley Disposal, LLC
 15300 West Jensen Avenue
 Kerman, CA 93630

Either party may from time to time designate by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

E. Exhibits Incorporated

Exhibits "A" through "D" are attached to and incorporated in this Agreement by this reference as if fully set forth.

F. Laws and Licenses

City and Grantee shall, at their own separate costs, comply with all federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and Grantee shall obtain and maintain in full force and effect throughout the term of this Agreement all licenses and permits necessary to perform the services hereunder.

G. Governing Law

This Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Fresno or the Federal District Court with jurisdiction over City.

H. Waiver

No waiver by either party of any one or more defaults or breaches by the other party in the performance of this Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

I. Counterpart Signatures

This Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

SECTION 16 - SEVERABILITY

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

SECTION 17 - ENTIRE AGREEMENT; AMENDMENT

This Agreement and its incorporated Exhibits constitute the entire agreement between the parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties hereto with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by written agreement signed by both parties hereto. Notwithstanding the forgoing, the parties acknowledge the provisions of "Chapter 6.20, Garbage and Rubbish Disposal" of the City Code as currently enacted are included herein and, further, that if and when such City Code provisions are amended, that the amended provisions shall apply to this Agreement, without any action being required of either party. The City Manager shall provide Notice to Grantee upon changes to the City Code that require a change in this Agreement.

SECTION 18 - CONSTRUCTION OF FRANCHISE

The parties hereto have negotiated this franchise at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either party solely because it prepared the actual physical Agreement executed by the parties.

WITNESS the execution of this Agreement on the day and year written above.

CITY OF DOS PALOS

MID-VALLEY DISPOSAL, LLC

April Hogue
Mayor

Joseph Kalpakoff
President

City Attorney
Approved as to Form

Ysidro Garcia, City Clerk
Attest

EXHIBIT "A" - PROVIDED SERVICES

This Exhibit sets forth the level of services to be provided by Grantee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Grantee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

A. Single Family Residential

- (1) Weekly 3 Cart Service - Unless otherwise required under applicable law or regulation, once per week Grantee shall collect the Solid Waste (except bulky items and Hazardous Waste), which has been separated, placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Grantee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Grantee. Grantee shall supply containers, and shall require the use of specific containers as specified in this Exhibit "A." Grantee may provide special pickup procedures, above and beyond the services described above, with customers consistent with the Fees paid Grantee in Exhibit "D." Grantee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Grantee of any Changes in Service Level.

B. Commercial, Industrial, and Multi-Residential

- (1) Multi-Residential Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic white goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.
- (2) Commercial and Industrial Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

C. Source Separated Materials – Contamination

Grantee shall conduct contamination monitoring as defined in Exhibit B of this Agreement.

D. Construction and Demolition Waste Temporary Drop Box Services

Grantee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in Exhibit "D" unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and services solely for the timely and efficient removal of "disaster debris" with the Grantee or other qualified public or private entity.

E. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) City Facilities: Grantee shall provide front load commercial service to the City at no cost for the following City-owned facilities:
 - i. Corporation Yard, Public Works-
 - ii. Water Treatment Plant, Utilities-
 - iii. City Hall
- (2) Contractor shall participate in two (2) annual community clean-up day drop off events.
- (3) Illegal Dumping: At Cities direction, Contractor agrees to provide targeted clean-up of illegal dumping up to ten (10) tons annually.
- (4) Christmas Trees: Grantee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day.
- (5) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Grantee will provide walk-in service to such premises.

F. Emergency Disaster Debris Removal Services

- (1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Grantee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in Exhibit "D", to transport debris to a staging area or disposal facility designated by the Manager.
- (2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Grantee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.
- (3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

EXHIBIT "B" - SB 1383 COMPLIANCE PROGRAMS

To support the City in complying with regulations under SB1383, Contractor shall implement the programs identified in this Exhibit B. These programs are designed to meet the implementation and education requirements of SB1383 and help the City achieve annual diversion requirements set by CalRecycle. The City's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City's enforcement of applicable codes, and the City's implementation of other programs outside the scope of this Agreement. Accordingly, City shall amend or update the City code to incorporate requirements necessary for the implementation of these programs.

1. Collection Requirements and Container Labeling

Contractor shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Contractor shall include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

Contractor shall have 180 days from the date of execution of this Agreement to deliver or exchange all required containers to implement the services under Exhibit A & B.

2. Education and Outreach

To promote public education about recycling requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded

Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Contractor shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth below.

3. Waste Evaluations

Sampling Method: Contractor shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Contractor shall conduct waste evaluations for contaminants using the Standard-Compliance Approach or other methods approved by Cal Recycle at least twice per year and the studies shall occur in two distinct seasons of the year. Contractor shall provide adequate notice to City of when waste evaluations will occur, and City reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall notify City within fifteen (15) working days. Contractor may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators or notify all generators of their obligation to properly source separate materials. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Contractor will coordinate with City to develop procedures regarding alleged violations of these recycling programs.

4. Procurement

At City option, Contractor agrees to make available for purchase up to 400 tons of compost or mulch annually to help City meet its procurement requirements. Contractor also agrees

to provide City with any available procurement credits from renewable fuel purchases used by vehicles within City.

5. Waivers

The City shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by City. This includes physical space waivers where services may be impacted.

Contractor shall provide City with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

6. Edible Food Recovery

Contractor shall provide City with necessary data and reporting to determine which customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

7. Reporting

Contractor will provide the data or prepare reports required to meet SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

EXHIBIT "C" - DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

- A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended from time to time.
- B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time
- C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth.
 - Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.
- D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Grantee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:
 - (1) the enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.
 - (2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.
- E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (6) of this Agreement.
- F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Grantee being different than such ownership as of the date of the approval by the City

of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Grantee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

- (1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.
- (2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.
- (3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.
- (4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.

G. CHANGE IN SCOPE ADJUSTMENT. "Change in Scope Adjustment" means the adjustment to Fee as determined under the provisions of Section 13-B (5) of this Agreement.

H. COMMERCIAL EDIBLE FOOD GENERATORS. "Commercial Edible Food Generator" means a Businesses identified as Tier One and Tier Two edible food generators as defined in 14 CCR Section 18982.

I. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.

J. CITY. "City" means the City of DOS PALOS, State of California.

K. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.

L. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.

M. DESIGNATED SOURCE SEPERATED ORGANIC WASTE FACILITY: "Designated Source Separated Organic Waste Facility" means a facility identified by Contractor that meets the definition of 14 CCR Section 18982(a)(33).

- N. DROP BOX. "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.
- O. EFFECTIVE DATE. "Effective Date" means January 1st, 2022.
- P. ELECTRONIC WASTE. "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.
- Q. EXCLUDED WASTE. "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- R. FEE. "Fee" means the inclusive Fee schedule attached to this Agreement as Exhibit "D," which provides the Fees to be paid to Grantee by City in consideration of the Solid Waste Handling services provided by Grantee hereunder. Rates charged Customers by City may be higher than Fees paid Grantee in order to cover appropriate City costs.
- S. FOOD SCRAPS. "Food Scraps" means all discarded food such as fruits, vegetables, beans, pasta, and other materials accepted at the designated organics processing facility.
- T. FRANCHISE AGREEMENT. "Franchise Agreement" means the Agreement entered into between the City and the Grantee which authorizes/requires the Grantee to provide Solid Waste Handling services in a specified Franchise Area.
- U. FRANCHISE FEE. "Franchise Fee" means a defined portion of revenue from rates retained by City as compensation to City for the exclusive right assigned to Grantee to provide Solid Waste Handling services within the Franchise area.
- V. GRANTEE. "Grantee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.
- W. GREEN WASTE. "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.

X. GROSS RECEIPTS.

(1) "Gross Receipts" means all monies received by Grantee for providing the Solid Waste Handling services specified in its Franchise Agreement Exhibit "D".

(2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Grantee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.

Y. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and Title 22 of California Code of Regulations, Section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).

Z. MANAGER. "Manager" means the City Manager of the City of DOS PALOS, or designee of City Manager.

AA. MATERIALS RECOVERY FACILITY. "Materials recovery facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.

BB. MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.

CC. ORGANIC MATERIAL. "Organic Material" means Green Waste and Food Waste which are specifically accepted at an organics processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

DD. PERSON. "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.

EE. PROCESSING. "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.

FF. PROHIBITED CONTAINER CONTAMINANTS. "Prohibited Container Contaminants" means (i) items placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) items placed in the Green Container that are not identified as acceptable organic waste; (iii) items placed in the Gray Container that are

- acceptable to be placed in City's Green Container and/or Blue Container ; and (iv) Excluded Waste placed in any Container.
- GG. RATES. "Rate" or "Rates" means rates charged by City of DOS PALOS or by Grantee, as applicable, to Customers for Solid Waste Handling Services provided.
- HH. RECYCLABLE MATERIALS. "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.
- II. RESIDUAL SOLID WASTE. "Residual Solid Waste" means the solid waste destined for disposal, transformation, further transfer/processing as defined in section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.
- JJ. SB 1383. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- KK. SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9-F.
- LL. SOLID WASTE. Except as provided in sub-subsections (1), (2), (3) and (4), "Solid Waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Green Waste.
- (1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.
 - (2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).
 - (3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.

- (4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on un-segregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.

MM. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.

NN. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility.

OO. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.

PP. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.

QQ. TRANSFORMATION. "Transformation" as used in this Agreement shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

EXHIBIT "D" - FEES

CITY OF DOS PALOS

RATES INCLUDE DISPOSAL & PROCESSING	Current Rates	change	SB1383 New Rates
RESIDENTIAL CUSTOMERS			
3-96 CARTS(Blue,Grey, Green)	\$28.00	11%	\$31.00
SENIOR 64GAL			\$27.50
COMMERCIAL TRASH			
96G 1x per week	\$26.00	8%	\$28.00
96G 2x per week	\$37.00	30%	\$48.00
2 yard 1x per week	\$85.00	51%	\$98.00
2 yard 2x per week	\$95.00	84%	\$175.00
3 yard 1x per week	\$69.00	86%	\$128.00
3 yard 2x per week	\$127.00	69%	\$215.00

Jurisdiction Procurement Targets Based on January 1, 2021 Population Estimates

The list below indicates the annual recovered organic waste product procurement targets for each jurisdiction, that will be in effect from January 1, 2022 through December 31, 2026.

For more information, please contact CalRecycle at SLCP.Organics@CalRecycle.ca.gov.

County/City	Total Population (1/1/2021 Population Estimate)	Annual Procurement Target (Tons of Organic Waste)
Atwater	31,810	2,545
Dos Palos	5,575	446
Gustine	5,845	468
Livingston	15,448	1,236
Los Banos	42,869	3,430
Merced	90,971	7,278
Unincorporated County	92,318	7,385

D-6



One Voice 2022 – Policy Priority Form

DUE NO LATER THAN FRIDAY, JANUARY 28, 2022

Send via email to: mary-michal.rawling@mcagov.org

Jurisdiction name:

Policy/Project Name:

Priority (circle one): 1 2 3

Primary staff contact info for this policy:

Delegate who will be presenting this priority on trip:

Will there be a Fact Sheet submitted for this Policy/Project (yes/no):

Amount Requested:

Current Funding Sources:

How Will Funds Be Utilized or Distributed?

Previous Federal funding and source for this priority/project:

Existing Federal Grant Programs Explored or Applied For: *(recommend listing programs that do not work for this project)*

Federal Agency or Policymaker(s) targeted for support:

Project Description:

Project Impact:

Project Timeline:

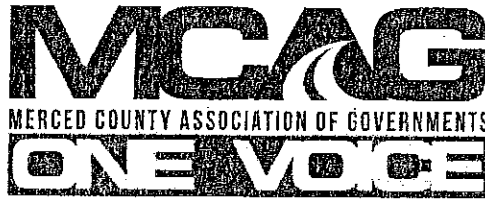
Collaborator(s), if any:

List Support from local public officials, California department(s), regional agency, community organization, or other non-Federal sponsor:

All congressional districts, regions, or states impacted by this project:

If applicable:

- Documentation of whether the project is on the State, Tribal, or territorial transportation improvement program (STIP); and on the metropolitan transportation improvement program (TIP)
- Project phase you are requesting support for (e.g. Planning, Final Design, Construction)
- NEPA category of action (e.g. Categorical Exclusion, Environmental Assessment, Environmental Impact Statement)
- Status of environmental review



2022 One Voice Policy/Delegate Summary

Policy forms due: January, 28, 2022

Delegate agreements due: February 1, 2022

Fact Sheets due: March 1, 2022

Jurisdiction		Policy & Delegate names	Fact sheet?
Atwater	Policy Priority #1		
	Policy Priority #2		
	Policy Priority #3		
	Delegate 1		
	Delegate 2		
	Delegate 3		
County	Policy Priority #1		
	Policy Priority #2		
	Policy Priority #3		
	Delegate 1		
	Delegate 2		
	Delegate 3		
Dos Palos	Policy Priority #1		
	Policy Priority #2		
	Policy Priority #3		
	Delegate 1		
	Delegate 2		
	Delegate 3		
Gustine	Policy Priority #1		
	Policy Priority #2		
	Policy Priority #3		
	Delegate 1		
	Delegate 2		
	Delegate 3		
Livingston	Policy Priority #1		
	Policy Priority #2		
	Policy Priority #3		
	Delegate 1		
	Delegate 2		
	Delegate 3		



Delegate Agreement

One Voice 2022

May 3 – 6, 2022

The purpose of the Merced County Association of Governments One Voice program is to develop a shared platform of projects and issues of regional significance that serves as the foundation for a federal advocacy effort.

The goals of the program are to:

- Communicate the region's legislative priorities clearly and succinctly;
- Communicate the need for additional federal funding for local projects;
- Advocate for legislation or policy changes that will benefit the region.

In order to accomplish these goals, a delegation of community leaders from throughout the region come together as a unified voice to communicate key messages to legislators, federal agencies and staff in Washington, DC. The platform and unified message are developed through a coordinated and collaborative process that involves delegates, staff from local jurisdictions, partner agencies and community organizations.

To participate in this federal advocacy effort, delegates are required to:

- commit to the goals of the program,
- regularly attend planning and debrief meetings,
- participate in all scheduled appointments during the trip, including group dinner events (no-shows will be invoiced for the cost of their meal),
- only communicate shared messages developed through the collaborative planning process,
- respect the roles of the designated speakers and refrain from presenting information other than the agreed upon platform, projects and messages during the trip,
- avoid using your cell phone at meetings (if you must take a call please step out),
- refrain from using the "One Voice" name to promote issues that are not part of the shared platform,
- dress appropriately for meetings; business casual,
- attend in-person advocacy meetings in Washington D.C. or a substitute virtual program should in-person meetings be unavailable.

To confirm your participation as a 2022 One Voice trip delegate, please sign and return this agreement by **February 1, 2022**. By signing this document, you agree to comply with the intent and procedures of the One Voice trip and will participate according to the statement above.

Delegate Signature

Date

Print Name

D-7

CONTINUATION SHEET

INVOICE 44075

AJ Excavation, Inc.

Lic#935662

City of Dos Palos

Center Avenue North Reconstruction

APPLICATION NO: 4

APPLICATION DATE: 11/15/21

PERIOD TO: 11/30/21

ENGINEER'S PROJECT NO: 180243

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED THIS PERIOD (D - E)	E MATERIALS PRESENTLY STORED (NOT IN D OR E)	F TOTAL COMPLETED AND STORED (D + E + F)	G % (G + C)	H BALANCE TO FINISH (C - G)	I RETAINAGE
	ORIGINAL CONTRACT							
1	MOBILIZATION/DEMOLITION	\$ 10,000.00	\$10,000.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
2	DEMOLITION AND REMOVAL	\$ 40,000.00	\$40,000.00	\$0.00	\$40,000.00	100.00%	\$0.00	\$2,000.00
3	REMOVAL OF EXISTING PAVEMENT SECTION- CENTER AVE. (NORTHBOUND AND PORTION OF SOUTHBOUND LANE)	\$ 15,792.00	\$15,792.00	\$0.00	\$15,792.00	100.00%	\$0.00	\$789.50
4	REMOVAL OF TOP 2.5" EXISTING PAVEMENT - CENTER AVE. (SOUTHBOUND LANE)	\$ 6,452.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,452.00	\$0.00
5	3" ASPHALT PAVEMENT/8" CLASS 2 AB/ 12" COMPACTED NATIVE (NORTHBOUND LANE AND PORTION OF SOUTHBOUND LANE)	\$ 200,032.00	\$112,016.40	\$88,015.60	\$200,032.00	100.00%	\$0.00	\$10,001.50
6	2.5" ASPHALT PAVEMENT OVERLAY (SOUTHBOUND LANE)	\$ 54,842.00	\$0.00	\$0.00	\$0.00	0.00%	\$54,842.00	\$0.00
7	GLASSGRID FABRIC (SOUTHBOUND LANE)	\$ 25,808.00	\$0.00	\$0.00	\$0.00	0.00%	\$25,808.00	\$0.00
8	CONCRETE SIDEWALK	\$ 91,520.00	\$0.00	\$0.00	\$91,520.00	100.00%	\$0.00	\$4,576.00
9	CURB & GUTTER	\$ 83,600.00	\$62,320.00	\$0.00	\$62,320.00	100.00%	\$0.00	\$4,180.00
10	ASPHALT DIKE	\$ 12,670.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,670.00	\$633.50
11	ADA RAMPS	\$ 26,400.00	\$0.00	\$0.00	\$26,400.00	100.00%	\$0.00	\$1,320.00
12	ADJUST TO GRADE VALVES AND MANHOLES	\$ 2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
13	TRAFFIC CONTROL	\$ 12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
14	STRIPING/SIGNAGE	\$ 10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$500.00
15	MOBILIZATION/DEMOLITION	\$ 12,000.00	\$0.00	\$0.00	\$12,000.00	100.00%	\$0.00	\$600.00
16	DEMOLITION AND REMOVAL	\$ 2,000.00	\$2,000.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$100.00
17	REMOVAL OF EXISTING PAVEMENT - LORRAINE STREET	\$ 17,120.00	\$17,120.00	\$0.00	\$17,120.00	100.00%	\$0.00	\$856.00
18	3" ASPHALT PAVEMENT/8" CLASS 2 AB/ 12" COMPACTED NATIVE	\$ 171,200.00	\$171,200.00	\$0.00	\$171,200.00	100.00%	\$0.00	\$8,560.00
19	CONCRETE SIDEWALK	\$ 47,300.00	\$48,972.00	\$0.00	\$48,972.00	103.53%	(\$1,672.00)	\$2,448.50
20	CURB & GUTTER	\$ 34,960.00	\$36,404.00	\$0.00	\$36,404.00	104.13%	(\$1,444.00)	\$1,820.20
21	ADA RAMPS	\$ 24,000.00	\$16,000.00	\$8,000.00	\$24,000.00	100.00%	\$0.00	\$1,200.00
22	BUS TURNOUT	\$ 14,000.00	\$14,000.00	\$0.00	\$14,000.00	100.00%	\$0.00	\$700.00
23	ADJUST TO GRADE VALVES AND MANHOLES	\$ 5,000.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$250.00
24	RELOCATE LIGHT POLES	\$ 28,000.00	\$28,000.00	\$0.00	\$28,000.00	100.00%	\$0.00	\$1,400.00
25	TRAFFIC CONTROL	\$ 10,000.00	\$15,000.00	(\$5,000.00)	\$10,000.00	100.00%	\$0.00	\$500.00
26	STRIPING/SIGNAGE	\$ 4,000.00	\$4,000.00	\$0.00	\$4,000.00	100.00%	\$0.00	\$200.00
CC01	Change the Overlay portion of Center Avenue to a Full Reconstruct	\$ 49,964.00	\$78,325.00	\$58,741.00	\$137,066.00	274.33%	(\$87,102.00)	\$6,853.30
CC02	Reconstruct 5,000 SF of Marguerite Street with 3" HMA/8" AB and 12" of compacted subgrade.	\$35,700.00	\$16,508.00	\$19,192.00	\$35,700.00	100.00%	\$0.00	\$1,785.00
CC03	Reconstruct 5,000 SF of Marguerite Street with 3" HMA/8" AB and 12" of compacted subgrade.	\$102,095.00	\$69,724.00	\$32,371.00	\$102,095.00	100.00%	\$0.00	\$5,104.75
CC04	STRIPING CHANGES	\$1,401.40	\$1,401.40	\$1,401.40	\$1,401.40	100.00%	\$0.00	\$70.07
A	SAWCUTTING AT DRIVEWAYS	\$825.00	\$825.00	\$825.00	\$825.00	100.00%	\$0.00	\$41.25
B	DIGOUT SATURATED SUBGRADE	\$5,477.92	\$5,477.92	\$5,477.92	\$5,477.92	100.00%	\$0.00	\$273.90
C	RAISE ADDITIONAL UTILITIES	\$2,063.86	\$2,063.86	\$2,063.86	\$2,063.86	100.00%	\$0.00	\$103.19
D	GRAND TOTALS	\$ 960,696.00	\$779,381.40	\$381,957.78	\$1,161,339.18	120.89%	(\$83,116.00)	\$57,578.55
	Less Retention 5%		\$ 740,412.33	\$ 362,859.89	\$ 1,103,272.22			

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGE(S)

TO OWNER:

City of Dos Palos
Center Avenue North Reconstruction

VIA ARCHITECT:

FROM CONTRACTOR:

AJ Excavation, Inc.
9662 W. Kearney Blvd
Fresno, CA 93706

CONTRACT FOR:

APPLICATION NO: 4

PERIOD TO: 11/30/21

PROJECT NOS:

CONTRACT DATE 16-Jul-20

Distribution to:

OWNER ☐
ENGINEER ☐
CONTRACTOR ☒

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER

1. ORIGINAL CONTRACT SUM	\$ 960,696.00
2. Net change by Change Orders	\$ 197,527.18
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 1,158,223.18
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 1,161,339.18

5. RETAINAGE: (Original Contract Only)

a. 5 % of Completed Work (Column D + E on G703) \$ 58,066.96

b. 0 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)	\$ 58,066.96
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 1,103,272.22

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 740,412.33

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 362,859.89

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$187,759.00	\$0.00
Total approved this Month (#4)	\$9,768.18	\$0.00
TOTALS	\$197,527.18	\$0.00
NET CHANGES by Change Order	\$ 197,527.18	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which Previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 11/30/2021

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 362,859.89

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) ENGINEER:

By: _____ Date: 30-Nov-21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RECORDING REQUESTED BY:

City of Dos Palos

RETURN TO:

Quad Knopf, Inc.,
2816 Park Avenue
Merced, CA 95348-3375

NOTICE OF COMPLETION
City of Dos Palos

NOTICE IS HEREBY GIVEN, pursuant to Section 3093 of the Civil Code of the State of California, that I, Garth A. Pecchenino, City Engineer for the City of Dos Palos, Dos Palos, California, on the 21st day of December 2021, report the completion of the following described work: the contract awarded to AJ Excavation, Inc. for Center Avenue North Reconstruction entered into on July 30, 2020, in accordance with the plans and specifications for said work.

That said work and improvements consisted of the performing of all work and furnishing of all labor, materials, equipment, and testing for the Center Avenue North Reconstruction Improvements, Dos Palos, California, all as more particularly described in the plans and specifications. The work of improvement was accepted on behalf of the City of Dos Palos by its interim City Manager on November 22, 2021.

Location: Project area encompasses Center Avenue from Loraine Street intersection to Marguerite Street intersection and Loraine Street from Center Avenue to Dos Palos Avenue, installation of Curb & Gutter, sidewalk, ADA ramps, striping and new asphalt street sections. City of Dos Palos, Merced County, California

Address of Owner: City of Dos Palos
2174 Blossom Street
Dos Palos, California 93620

Dated: December 21, 2021

Garth A. Pecchenino, City Engineer
City of Dos Palos

GARTH A. PECCHENINO, being first duly sworn, deposes and says:

That he is the duly authorized Engineer of the City of Dos Palos, Dos Palos, California, that he has read the foregoing Notice of Completion and that the facts therein stated are true of his own knowledge except as to matters therein stated upon information and belief, and as to such matters he believed it to be true.

Garth A. Pecchenino, City Engineer

A notary public or other officer completing this Certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA) (County of Merced)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021
_____, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

Notary Public

END OF DOCUMENT

Covid Report

COVID 19 Pandemic

Information for the

City of Dos Palos

and other areas

12:16 pm, Thursday

December 16, 2021

Situation colors:

Red or Italic indicates worsening.

Green or bold indicates improving.

CDPH Order 12/13/21

Until January 15, 2022:

Masking required

for all Indoors

Current Merced County

ICU Capacity is 11.9%

Outbreak Locations:*Dutch Bros. Coffee Los Banos**Walmart Los Banos**Morning Star Packing**Atwater High School**Buhach Colony High School**Delhi High School**Golden Valley High School**Gustine High School**Livingston High School**Lorena Falasco Elementary**Merced High School**Merced Superior Court/**Traffic Office*

As of December 16, 2021

43.46% of ALL

Merced County Residents
are Fully vaccinated.Fully means 1st and 2nd

Vaccinations available

at APEX and Pioneer Drug.

All Time Covid Cases:

Merced County 46,211

Merced City 16,737

Los Banos 8,054

Atwater 6,920

Chowchilla 5,119

Livingston 3,205

Mendota 2/21 3,059

Winton 2,559

Delhi 2,398

Firebaugh 2/21 1,534

Dos Palos 1,523

Gustine 1,278

Hilmar 1,112

LeGrand/Planada 1,093

Dos Palos Cases:

2020 2021

Jan 0 205

Feb 0 96

Mar 0 59

Apr 1 13

May 4 4

June 17 6

July 83 13

Aug 93 126

Sept 74 167

Oct 16 81

Nov 54 118

Dec 243 50 partial

Year 585 938 partial

Total 1523

One case per x Persons:

Merced County 6.2

Merced 5.2

Los Banos 5.2

Livingston 4.7

Gustine 4.6

Atwater 4.5

Dos Palos 3.6

Chowchilla 3.3

Firebaugh no report

COVID-19 Related Deaths:

City of Merced 236

City of Los Banos 103

City of Atwater 93

City of Livingston 51

Winton 38

Delhi 29

Rural Merced 29

City of Dos Palos 21

Not Assigned 21

City of Gustine 12

Hilmar 11

Planada 10

Rural Livingston 10

Rural Atwater 9

LeGrand 7

Rural Dos Palos 4

Rural Los Banos 3

Rural Gustine 2

Total Merced County 689

2020-2021 COVID 19

Death Rate by population

One Death per x persons

Gustine 399

Los Banos 396

Merced 333

Atwater 308

Livingston 247

Dos Palos 223

End of Report.

E-4

CITY OF DOS PALOS

INVITES APPLICATIONS FOR

CITY MANAGER



THE COMMUNITY Located in California's San Joaquin Valley, the City of Dos Palos has a population of 5,575 and provides services to 8,000 people. It is one of six cities in Merced County. A close-knit community that strongly supports its youth, Dos Palos is a friendly, small town, currently experiencing changes. The local economy is based on Agribusiness and its related services. Local farms are transitioning from dairies, cattle, hay, corn, grain, to cotton, melons, tomatoes, and more recently to trees, particularly almonds and pistachios. Many new residents are non-agricultural commuters to the San Jose and Fresno areas. Dos Palos is within two hour's drive to the Ocean and to two National Parks. University of California-Merced, Fresno State, and Stanislaus State are within 60 miles.

CITY GOVERNMENT Incorporated in 1935, Dos Palos is a General Law City with a Council-Manager Form of Government. It's five-member City Council are all elected to four-year terms currently elected at large. Beginning soon, the Mayor pro Tem position will rotate annually. The Council appoints the City Manager who is the City Executive Officer. The Council also appoints the City Attorney, City Clerk, and City Treasurer. The Council approves an annual budget, currently \$6 million, and sets basic policies. Dos Palos is a full-service city with Departments of Finance, Personnel, Building, Planning, and Recreation; Police, Dispatch, and Animal Control; Public Works, Parks, Streets, and Storm Drainage; and Water and Wastewater Utilities. It has a paid call volunteer Fire Department. Many services are also provided to residents in county districts and unincorporated areas.

THE POSITION The current City Manager is retiring after serving successfully for 32 years and becoming California's longest serving City Manager in a single city. The city is in good financial standing with most debt paid off. The next CM will inherit an outstanding staff of 35 very competent and talented employees. While much was accomplished, the ideal candidate for this position will be prepared to complete projects underway, and develop new goals for a growing city. The incumbent must bring a proven record of achievement, have the ability to lead a diverse community, anticipate problems, and provide solutions. Communication will be important as the current City Council desires to be more involved in day-to-day operations.

OPPORTUNITIES Five years ago, Dos Palos was among the state's fastest growing cities with new homes under construction and new businesses opening. Economic conditions, the virus pandemic, water problems, and other changes slowed this progress. Fortunately, management obtained a series of grants including \$11 million for a new Water Treatment Plant that will begin construction in 2022 and \$1 million for a water tank. Annexation of a large adjacent unincorporated community services district will enable the city to almost double its size in the near future and comply with new State Housing Element mandates. Nearly \$6 million of Measure V ½ cent sales tax funding is banked to reconstruct several major streets over the next few years. Long term agreements for Refuse Services are in place but will need to be modified to reflect new State recycling mandates. A new MOU with the Police Officers Association will need to be negotiated soon, all other employee bargaining groups have at least two more years.

DESIRED QUALIFICATIONS A Bachelor's Degree in Public Administration or related government or financial field. Permanent residence within City Limits. Ability to communicate in English and Spanish languages.

REQUIRED QUALIFICATIONS AA or community college Certificate in Business or Public Administration. Continuing education and training appropriate to municipal management. Ability to deal effectively with the general public, officials, employees, and media. Ten years of experience in a high-level public or private, supervisory administrative position or positions, with at least five years of experience as a governmental department head or administrative officer. Working knowledge of state and local laws. A valid California Driver's License.

SALARY The salary range for this position is \$8,193 to \$10,367 monthly, \$98,317 to \$124,404 annually.

BENEFITS The City of Dos Palos offers an excellent benefits package including CalPERS retirement, medical, dental, vision, life, and disability insurance, 16 paid holidays, and a wellness program. For further information on benefits, contact HR Director Manuela Sousa, 209 392-2174 or msousa@cityofdps.com

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER Qualified applicants will be considered without regard to race, color, age, ancestry, disability, genetic information, marital status, medical condition (as defined by State law), national origin, political affiliation, pregnancy, religion, sex, sexual orientation, or any other protected characteristic as outlined by federal, state, or local laws. If special accommodations are needed at any stage of the recruitment process, please notify the HR Director in advance and every attempt will be made to accommodate the request.

APPLICATION PROCESS To be considered, you must fill out a city application, submit a cover letter, a resume, three references or more with at least one from a supervisor and one from a colleague. References will not be contacted in the early stages of recruitment. Contact information must include a mailing address, telephone number, and email address.

SELECTION SCHEDULE

November 29, 2021	Application Packets Released at City Hall, City Website, The Dos Palos Sun newspaper, other publications, City Manager Colleague sites, League of California Cities, City Facebook, mail, and in person.
January 10, 2022	Applications must be received at City Hall, 2174 Blossom Street, Dos Palos California 93620, before 12 noon, Monday, January 10, 2022.
January 18, 2022	Screening of Applications.
January 19, 2022	Notice to Selected Applicants.
January 24 & 25, 2022	Interviews in Dos Palos.
January 26, 2022	Employment offer, scheduling of background check, medical exam, acceptance.
March 1, 2022	Successful applicant expected to begin work.

JOB DESCRIPTION See below.

JOB APPLICATION See attached.

City of Dos Palos 2174 Blossom Street Dos Palos CA 93620 www.cityofdps.org 209 392-2174 cityofdps@cityofdps.com



CITY MANAGER

Purpose: The City Manager performs professional, managerial, administrative, and technical work related to leading and operating the organization and infrastructure of the City. Makes recommendations to the City Council. Determines the legality, financial feasibility, insurability, safety, and achievability of the policy goals of the City Council.

Examples of Work: The City Manager performs any combination of the following: Directs the Executive operations of the City as its city executive officer. Prepares the annual budget for council adoption. Manages financial operations including payroll, payables, receivables, investments, and reserves. Oversees personnel and human resources, risk management and safety, training, and compliance. Hires all employees. Prepares reports and studies to provide information and resources to the City as needed. Prepares the city council agenda. Maintains demographics and website information. Reviews planning documents. Prepares monthly Unemployment Report. Supervises and evaluates Department Directors and activities of the Department of Finance & Personnel; Police & Animal Control; Public Works, Parks, Streets, and Storm Drainage; Water and Wastewater Utilities; city provided services of Building, Planning, Fire, and Recreation; contract services such as Refuse. Schedules and assigns projects. Regularly coordinates work directly with professional contractors including City Attorney, City Engineer, and Independent Auditor. Seeks Grant funding and operates if awarded. Serves as "owner" or authorized person of record in Federal, State, Agency, or commercial actions of the City. Files claims for transportation funds. Serves as contract and labor negotiator. Serves as Real Property Negotiator. Serves as Emergency Services Director when so designated. Resolves utility bill disputes, negotiates payments, settles accounts, and arranges payment

plans. Serves as provider of Attest or acting City Clerk as needed. Appoints the citizen Police Commissioner to oversee public safety operations. Acts as judge in appeals of labor and personnel disputes. Maintains collegial relationship with nearby city managers, elected officials, and representatives of Caltrans and the League of California Cities. Develops and cultivates a strong working relationship with local legislators and staff, including Members of Congress, State Senator, State Assemblymember, and Board of Supervisors. Serves as the City's Public Information Officer or designates as needed. Serves as the Planning Director and/or Clerk to the Planning Commission or designates. Serves as Secretary to the Senior Citizens Information & Referral Advisory Committee or designates. Serves on the Board of Directors of the Central San Joaquin Valley Risk Management Authority and the Merced County Technical Review Board. Attends as needed, meetings of the Governing Board of the Merced County Association of Governments, Local Agency Formation Commission, and local community, drainage, irrigation, or water agencies. The position holder in this small town is expected to play a visible role as a community leader.

Desired Qualifications: A Bachelor's Degree in Public Administration or related government or financial field. Permanent residence in the City of Dos Palos. Ability to speak, read, write, and communicate effectively in English and Spanish.

Required Qualifications: AA or Community College Certificate in Business or Public Administration. Continuing education and training appropriate to municipal management. Ability to deal effectively with the general public, officials, employees, and the media. Ten years experience in a high level public, private, or non-profit supervisory administrative position or positions, with at least five years experience as a governmental department head or administrative officer. Working knowledge of state and local laws. A valid California Driver's License.

Approved by the City Council November 16, 2021.

City of Dos Palos 2174 Blossom Street Dos Palos CA 93620 www.citvofdospalos.org 209 392-2174 citvofdp@citvofdp.com

E - 5

City-County Relations Committee

Los Banos, January 13, 2022.

RSVP List as of 12/16/21

Mayor April Hogue	?
Mayor pro Tem Thomas Pigg	?
Councilmember Debbie Orlando	?
Councilmember Armando Bravo	Yes
Councilmember Marcus Porter	?
Fire Marshal Dewayne Jones	?
Finance Director Manuela Sousa	?
Chief of Police Rich McEachin	No
Public Works Director Gordon Bonds	?
Utilities Director Craig Hackett	?
City Attorney Ed Amaral	?
City Manager Darrell Fonseca	Yes
Total	2 so far.



City of
Los Banos
At the Crossroads of California

CITY-COUNTY RELATIONS DINNER

Hosted by the City of Los Banos

*"Westside Merced County/Los Banos:
Past-Present-Future"*

Presented By: Dan Nelson - Milliken Museum Society

Thursday, January 13, 2022

Social - 6:00 p.m.

Dinner - 6:30 p.m.

Wool Growers Restaurant

609 H Street

Los Banos, CA 93635

COST: \$35.00 per person

Please make checks payable to CITY OF LOS BANOS

DEADLINE FOR RESERVATIONS: Thursday, January 6 2022 3:00 P.M.

Please RSVP to Lucy Mallonee at lucy.mallonee@losbanos.org

❖ Phone (209) 827-2412 ❖ Fax (209) 827-7010

E-SIX



**CITY OF DOS PALOS
INVITES REQUESTS FOR PROPOSALS FOR
LEGAL COUNSEL
(City Attorney)**

PURPOSE City of Dos Palos invites interested law firms and attorneys to submit an electronic or hard copy proposal to provide legal counsel services. Legal Counsel also referred to as City Attorney, is selected by and serves at the pleasure of the City Council or as mutually agreed to by contract. The City Attorney works closely with the City Council, City Manager, and other City Staff. The City seeks a City Attorney who can provide clear, understandable, and independent legal advice and representation. The firm or individual must be qualified to provide expertise in the areas of general municipal, land use, housing, construction, water, labor and employment law, the Brown Act and other open meeting laws, Public Records Act, election law, real estate and property transactions, recent legislative or judicial changes, conflict of interest laws, and have functional knowledge of parliamentary procedure.

THE POSITION The City Attorney is not a city employee and is not entitled to the benefits of a City Employee. The position is strictly on a contractual basis. The City Council reserves the right to retain or employ other attorneys or special counsel as may be needed, in its sole judgement, to take charge of any litigation, legal matters, or provide assistance. Dos Palos is part of the 54-city member Central San Joaquin Valley Risk Management Authority (CSJVRMA) and the Employment Risk Management Authority (ERMA) and as such, may utilize their contracted legal firms and services including Acclamation Insurance Management Services (AIMS) for advice, representation, or other services for labor, state or federal compliance, workers compensation, liability, or other practices.

THE COMMUNITY Located in California's San Joaquin Valley, the City of Dos Palos has a population of 5,575 and provides services to 8,000 people. It is one of six cities in Merced County. A close-knit community that strongly supports its youth, Dos Palos is a friendly, small town, currently experiencing changes. The local agricultural economy is in transition. Many new residents are commuters to the San Jose and Fresno areas. Dos Palos is within two hour's drive to the Pacific Ocean and to two National Parks. The University of California-Merced, Fresno State, and Stanislaus State are within an hour's drive.

CITY GOVERNMENT Incorporated in 1935, Dos Palos is a General Law City with a Council-Manager Form of Government. It's five-member City Council are all currently elected at large to four-year terms. Beginning soon, the Mayor pro Tempore position will rotate annually. The Council selects and appoints the City Manager, City Attorney, City Clerk, City Treasurer, and Independent Auditor. Dos Palos is a full-service city with Departments of Finance, Personnel, Building, Planning, and Recreation; Police, Dispatch, and Animal Control; Public Works, Parks, Streets, and Storm Drainage; and Water and Wastewater Utilities. It has a paid call volunteer Fire Department. Some services are also provided to residents in county districts and unincorporated areas. A new grant funded water plant is scheduled to begin construction in 2022. The next City Attorney will review new contractual agreements with the State and possibly with the Federal Government as this project evolves. Additional water will allow the City to consider annexation of a nearby community services district, providing land for substantial growth. The next city attorney will be involved in housing, land use, and election changes. Annexation will trigger district voting. The position of mayor would continue to be elected at large. The remaining four council posts would be elected from districts.

LEGAL COUNSEL The current City Attorney has served the City of Dos Palos since 2007. His firm was contracted with the City as its legal counsel in 1976.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY Qualified applicants will be considered without regard to race, color, age, ancestry, disability, genetic information, marital status, medical condition (as defined by State law), national origin, political affiliation, pregnancy, religion, sex, sexual orientation, or any other protected characteristic as outlined by federal, state, or local laws.

CONSIDERATION Proposals found ineligible or incomplete shall not be considered. Applicants assume full responsibility for having their proposal received electronically or in hard copy at City Hall before the deadline. The City reserves the right to reject any and all proposals, to request additional information, to accept or negotiate any modification to any proposal following the application deadline, and to waive any irregularities in the best interests of the City.

The City reserves the right to postpone the submittal deadline and opening of proposals any time before the date and time announced in this Request for Proposals. The City Council may also cancel this solicitation at any time. Proposals will not be opened publicly and the City will endeavor to keep proposals confidential. The original copy of each proposal will be retained at City Hall and will become public record by law after the award of a contract unless shown to be exempt by law.

SCOPE OF SERVICES The successful applicant will be expected to provide the following services, including, but not limited to:

1. Attend and represent the City's legal interests at all City Council meetings, including both open and closed Executive Session, regular and special meetings, and other agency or commission meetings, rarely but as needed. Regular City Council meetings are held at 6:00 pm, on the Third Tuesday of each month. Additional, continued meetings and budget workshops are usually held in the months of May and June prior to budget adoption.
2. Provide routine and prompt legal opinions, advice, assistance, and consultation to the City Council, City Manager, or Director of Finance & Personnel as needed.
3. Draft, review, and revise legal documents, contracts, and agreements, as directed by the City Council, City Manager, or Director of Finance & Personnel as needed.
4. Represent and/or advise the City in litigation not covered by the Central San Joaquin Valley Risk Management Authority (CSJVRMA) which provides general liability coverage, Employee Risk Management Authority (ERMA), Acclamation Insurance Management Services (AIMS) which provides workers compensation coverage, or other outside counsel. Represent the City in matters related to the Police Department, such as Pitchess Motions, Skelly Hearings, and other matters.
5. Comply with all reporting requirements of the Brown Act, AB 1234, conflict of interest, Political Reform Act, Open Meeting laws, parliamentary procedure and advise the City Council of same.
6. Communicate to media (press) regarding legal matters when authorized or directed to do so by the City Manager or the City Council.
7. Perform all duties of the City Attorney as ordained by the Dos Palos Municipal Code, laws of the State of California, and the Federal Government of the United States of America.

UNDERSTANDING THE ROLE

The City Attorney should avoid political debates and active involvement in the City Council's policy and decision-making process, and the City Manager's managerial directions.

QUALIFICATIONS

The Applicant must be a licensed and active member of the California State Bar. Qualified applicants should have significant municipal legal experience as a City Attorney, meaning City experience, not necessarily agency, county, or other experience. The Applicant should have a working knowledge of laws governing General Law Cities, the CEQA (California Environmental Quality Act), general plans, annexation, code enforcement, and other areas of municipal law. The City Attorney must be an effective public speaker. Litigation experience including court room and trial experience is desired.

Applications must include the name of the firm, its physical street address, mailing address if different, email address, telephone number, the name of the individual person who will serve as the City Attorney of record, a biography of said person including schools, degrees, years of service, areas of practice, status

of the individual with regard to firm partnership, brief firm history, list of cities served and years of service.

ADDITIONAL QUALIFICATIONS The Applicant must provide a list of any public clients represented within the City Limits of the City of Dos Palos and reveal any potential conflicts of interest. Applicant must write a paragraph explaining the firm's approach to serving as a city attorney, including a discussion of the cost or benefit of litigating or settling cases. The applicant must provide an explanation of how the firm documents its legal costs including a rate sheet per hour and type of service, and/or a monthly retainer cost if proposed.

INSURANCE AND COVERAGE The applicant must demonstrate Insurance Coverage including General Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate liability. Automobile Liability Insurance of at least \$1,000,000 per accident Combined Single Limit (CSL). Workers Compensation Insurance of at least \$1,000,000 per claim. Professional Errors and Omissions Insurance of at least \$1,000,000 per occurrence and in the aggregate. The selected Applicant will be required to indemnify and hold harmless the City and its officers, employees, and agents from any claims, liability, or damages against the City and to defend any actions brought against the City in accordance with established coverage guidelines of the Central San Joaquin Valley Risk Management Authority.

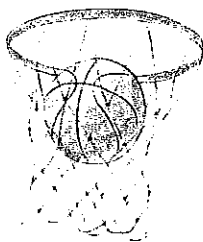
APPLICATION PROCESS/SELECTION SCHEDULE

Any proposal found ineligible or incomplete shall not be considered for selection.

- | | |
|--|---|
| December 7, 2021 | Request for Proposals released at City Hall, on City Website, The Dos Palos Sun newspaper, other publications, City Facebook, League of California Cities, by mail, email, and in person. |
| February 2, 2022 | Applications must be received at City Hall, 2174 Blossom Street, Dos Palos California 93620, before 12 noon, Wednesday, February 2, 2022 . Electronic submissions are encouraged. Send to msousa@cityofdp.com . |
| February 2, 2022 to
February 15, 2022 | Screening of Applications. |
| February 15, 2022 | City Council consideration and possible selection of contractor. |
| February 16, 2022 or
soon thereafter | Successful applicant agreement to begin. |

Authorized by the City Council November 16, 2021.

City of Dos Palos 2174 Blossom Street Dos Palos CA 93620 www.cityofdospalos.org 209 392-2174 cityofdp@cityofdp.com



CITY OF DOS PALOS RECREATION YOUTH BASKETBALL 2022

THE COMPLETED FORM MUST BE RETURNED TO DOS PALOS CITY HALL BY MONDAY,
January 3rd AT 12:00 NOON.

WHO: GROUP 1: AGES 5-8 YEARS OF AGE
GROUP 2: AGES 9-12 YEARS OF AGE

WHEN: LEAGUE PLAY WILL BEGIN IN FEBRUARY

WHERE: BRYANT GYM

COST: \$20.00 PER PLAYER INCLUDES- GAMES, T-SHIRT, AND AN AWARD.

PLAYERS NAME _____

PLAYERS AGE _____ SHIRT SIZE: CHILD-ADULT (PLEASE CIRCLE ONE)

PHONE NUMBER _____ S M L XL (PLEASE CIRCLE ONE)

NO SPECIAL REQUESTS WILL BE GRANTED FOR TEAM CHOICE

PARENTS SIGNATURE _____

**OUR PROGRAM RELIES ON VOLUNTEER COACHES AND SPONSORS. IF YOU ARE
INTERESTED IN VOLUNTEERING TO COACH OR SPONSOR PLEASE FILL IN BELOW. **

NAME _____ PHONE NUMBER _____

NO REFUNDS WILL BE GIVEN.

THERE WILL BE A LATE REGISTRATION PERIOD FROM MONDAY, JANUARY 3rd
THROUGH MONDAY, JANUARY 10TH AT 12:00 NOON WITH THE FEE BEING INCREASED
TO \$25.00