AUG 8 - 2022

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

THIS FRANCHISE AGREEMENT ("Agreement"), made and entered into this 1st day of September, 2022, between the City of Amador City ("City"), a municipal corporation of the State of California, and ACES Waste Services, Inc. ("Contractor" or "ACES"), a California corporation. This agreement supersedes the previous Franchise Agreement between the City and Contractor, dated November 12, 2009.

**WHEREAS,** the public health, safety and welfare, and Amador City Municipal Code, Chapter 8.13 require measures be taken by the City to provide for collection and disposal of refuse; and

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

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

## ARTICLE A. DEFINITIONS.

1. As used in this Franchise, the terms "collection", "collection vehicle or equipment", "garbage", "green waste", "litter", "organic waste", "putrescible", "recyclable material", "recycling", "removal", "refuse", "resource recovery", "rubbish", "scavenging" and "solid waste" shall have the meaning and be defined as set forth in pertinent Sections of Chapter 8.12 of the Amador City Municipal Code of the City Code and the California Integrated Waste Management Act of 1989. "Refuse" as used herein, shall mean the same meaning as "Collection Materials" and includes all materials collected by Contractor within the City.

## ARTICLE B. REFUSE COLLECTION AREA.

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

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

## ARTICLE C. FRANCHISE PURPOSE, TERM, AND COMMENCEMENT

**1. Exercise of City Rights.** City chooses to exercise its authority under Public Resources Code § 40059, its police power authority under the Constitution of the State of California, and other applicable law, including the Amador City Municipal Code, Chapter 8.13, to grant an exclusive franchise for the collection and disposal of all solid waste, garbage, refuse, construction and demolition debris, green waste, organic waste, and recyclable materials as more fully set forth herein. Notwithstanding this grant of franchise, City retains and reserves to itself the full authority to regulate, correct, and control all activities of the franchise, including removal, termination, and suspension.

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

2. **Exclusive Franchise.** City grants to Contractor the exclusive right to collect and dispose of the Collection Materials within City for the period commencing upon the operational date of this Franchise which is September 1, 2022 and continuing to and including August 31, 2037, with the further provision that this Franchise may be extended for an additional term of five (5) years upon consent of both parties.

Contractor shall commence collection, hauling and disposal operations under this Agreement on the operative date of this Franchise. Upon Franchise expiration, termination, or upon any application for an extension other than the automatic extension provided in this subsection by Contractor, City shall have the full right and authority to solicit proposals from any and all interested persons for these franchise privileges, without any obligations to or preference for the contractor herein.

ARTICLE D. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

B) Contractor has full legal right, power, and authority to execute, deliver, and perform this Agreement, and has duly authorized the execution and delivery of this Agreement by all necessary and proper action by its Board of Directors, or by its shareholders, if necessary;

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

valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms;

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

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

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

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

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

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

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

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

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

**1. Compliance with Law.** Contractor shall comply, at its expense, fully and faithfully with all local, state and federal and state laws, ordinances, regulations and permit requirements, as they may be amended from time to time, applicable to its performance under this Agreement or in any way related to Contractor's performance of the services required under this Agreement; including but not limited to local, state, and federal laws, ordinances and regulations relating to collection, disposal and

processing of solid waste, recyclables, and yard waste; and laws, ordinances and regulations relating to protection of the environment. Without limiting the generality of the foregoing, Contractor shall, at its sole expense, prepare and complete, or arrange for the preparation and completion, of, any environmental impact report or other environmental reviews required under applicable local, state and federal law for the construction, modification or operation of physical plants, if any, necessary to perform the services provided under this Agreement.

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

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

ARTICLE F. INDEMNIFICATION AND INSURANCE

1. **Contractor's Duty to Indemnify City.** To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless the City, its agents, officers, employees, successors, and appointed and elected officials (collectively, "Indemnitees") from and against all liabilities, claims, suits, allegations, actions, damages, interest, penalties, fines, and/or causes of action (collectively "claims") arising from or in connection with Contractor's exercise of the franchise, or which are caused by Contractor's failure to comply with laws legally binding on Contractor which are described in Article E. Contractor shall to the maximum extent allowed by law, indemnify and hold harmless the Indemnitees from and against all costs of investigations, litigation, negotiation or alternative dispute resolution; counsel fees' expenses incurred in obtaining expert testimony and the attendance of witnesses; and all other expenses and liabilities incurred in connection with the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered thereon, except to the

extend such claims arise solely out of the active negligence or willful misconduct of the City. In the event of legal challenge to the issuance of this franchise, City shall be responsible for defense of any legal action arising from allegation of procedural irregularities in the granting of the franchise. Contractor shall be responsible for, and shall indemnify and hold City harmless from, any legal action arising from the award of this franchise to Contractor, including any allegation of unfair business practices in the obtaining of the franchise, save and except for any procedural irregularities in granting the franchise. The City shall provide Contractor with prompt notice of any claims, and Contractor may assume the defense of any claim. Contractor shall have authority to settle any claim, provided such settlement fully releases and extinguishes Indemnitees' alleged liability under the claim. The provisions of this subsection shall survive the termination of this Agreement.

**AB939 Indemnification.**

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

**B)** Contractor agrees to indemnify and hold harmless the City against all fines and/or penalties imposed by CalRecycle based on Contractor's failure to comply with laws, regulations or permits issued or enforced by CalRecycle or the LEA or caused or contributed to by Contractor's failure to perform obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in California Public Resource Code Section 40059.1 but is enforceable to the maximum extent allowable by that Section. This indemnity shall survive the termination or earlier expiration of this Agreement. Contractor shall have no obligation, however, to defend or indemnify City from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City.

2. **Insurance.** Irrespective of, and in addition to, the indemnity and hold harmless provisions set forth above, Contractor shall secure and maintain throughout the course of the Agreement insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of insurance, as of the commencement date of this franchise, shall be included in the Contractor's fixed price for provision of service hereunder.

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

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

cancellation by certified mail, return receipt requested. Contractor shall notify the City within ten days of its knowledge of any material change in coverage.

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

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

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

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

## ARTICLE G. SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE H. COLLECTION OPERATION DUTUES

1. **Frequency of Collection**. Contractor shall make at least one weekly collection of all refuse from all residential, commercial and institutional subscribing customers within the collection area unless otherwise approved by the City. The pickup days and schedule shall be designated by Contractor and shall not be changed without at least 7 days prior written notice to the City and the customer affected by any such change.

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

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

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

5. **Special Haul**. Contractor shall provide two annual cleanup weeks (dates to be agreed upon by City and Contractor) at no additional cost, to include one (1) 40yd Debris Box per cleanup week to be placed at a mutually agreeable location within the City. Contractor will provide the City and each subscriber with literature explaining the scope and schedule.

6. **Disposal Operations**. All refuse collected in the area described herein by Contractor shall be disposed of at its Pine Grove Transfer Station or Western Amador Recycling Facility ("WARF") and ultimately deposited at the Keifer Landfill operated

by the County of Sacramento or at such other approved place as the parties may agree. Contractor may also direct haul refuse to Keifer without deposit at the Transfer Station of the WARF. Refuse will only be disposed of in landfill sites having all the necessary permits and approvals of any administering jurisdiction.

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

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

B) To reasonably maintain all equipment, to conform with public health standards of cleanliness and neatness, including regular disinfecting and cleaning of each truck.

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

D) Contractor shall have a contingency plan for expected performance level in the event of a deficiency. Such plan shall include the ability to bring additional or replacement equipment and/or personnel to the franchise area, in order to perform the required work in the event of a deficiency.

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

ARTICLE I. RATES.

1. **Rates.** Unless otherwise provided for herein, for all services required to be performed under this Franchise, Contractor shall not charge any amount in excess of the rates fixed pursuant to the Rate Adjustment Methodology described below. A list of Current Services, Rates, and Special Charges are incorporate herein by reference and included in Attachment 2.

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

**3. Rate Adjustment Methodology.** The Rate Adjustment Process will begin in Rate Year 1 followed by Indexed Rate Adjustments (Automatic CPI Adjustments and Disposal Fee Adjustment) annually, unless it is determined that a Special Detailed Rate Review is necessary.

**Automatic CPI Adjustments.** Franchise Rates shall be adjusted annually upon an increase in the annual CPI (as defined below). This annual increase (hereinafter referred to as the "CPI Adjustment") shall be equal to the amount derived by multiplying (A) the previous Service Rate by (B) the percentage increase in the U.S. City Average Consumer Price Index for "All Urban Consumers" ("U.S.C.P.I.") during the most recent 12 month period for which the U.S.C.P.I. is available, subject to a minimum of 1%.

**Disposal Fee Adjustment.** Contractor shall be entitled to a Franchise Rate increase whenever Contractor's disposal costs increase due to a rate increase at the disposal facility used by Contractor, but only for the purpose of passing through said disposal cost increase in Contractor's collection rates.

**Other Adjustment**. In addition to the CPI Adjustment and Disposal Fee Adjustment, the Franchise Rates shall be further annually adjusted (an "Other Adjustment") for increased expenses and costs associated with performance of the services hereunder as specified below. Adjustments under this provision shall occur if due to any one or more of the following causes:

(a) any change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement;

(b) changes in disposal methods or sites mandated by any political body which may now or in the future have legal jurisdiction;

(c) surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Solid Waste;

(d) if the CPI is not satisfactory to allow Contractor to meet its operating expenses or achieve a reasonable rate of return equal to 10%;

(e) any other causes or reasons not within the reasonable control of the Contractor.

**Rate Adjustment Procedure**. The Contractor shall submit to the City a written notice for a CPI Adjustment, Disposal Fee Adjustment, and/or Other Adjustment ("Rate Adjustment"), including a report and other satisfactory evidence detailing the calculations and resulting increased expenses associated with performance of the services hereunder. A notice and report of Rate Adjustment shall be submitted no later than June 15 of each year. The Contractor's failure to submit a timely notice and report shall not constitute a waiver of the Contractor's rights to impose a Rate Adjustment for the following calendar

year unless the City determines such failure materially prejudiced the City's ability to take action with respect to such notice and report in the ordinary course of business so that any such adjustment may take effect on the following September 1. Within thirty (30) days of submission date, and subject to Prop. 218 notice requirements, if applicable, after the Contractor provides the City with notice and report for a Rate Adjustment, the City shall notify the Contractor in writing as to whether the City accepts such information as complete or specifying any respect in which the City deems such information incomplete or deficient. City shall afford the Contractor a reasonable opportunity to supplement the information provided with the request in the event the City staff or the Council determines that it is not complete. The Council shall not deny a noticed Rate Adjustment allowed under this Agreement unless the Council finds that adequate supporting infatuation has not been submitted by the Contractor.

**Special Detailed Rate Review**

A) A Special DETAILED RATE REVIEW will be enacted by at the sole request of the Contractor in the event that target operating ratio is not being met. A Special Detailed Rate Review will be performed no more than once every 3 years.

Non-Allowable Expenses

1. Fines.
2. Liquidated Damages.
3. Penalties and Violations.
4. Income Taxes.
6. Good Will.
7. Costs that are not reasonable or necessarily incurred in the performance of the services provided in accordance with the Franchise Agreement.
8. Unless specified in this section, all other reasonable or necessary expenses incurred by Contractor in the performance of the services provided in accordance with the Franchise Agreement are allowable.

Pass Through Costs and Expenses (Not Subject to Profit)

1. Third-party Transfer, Processing and Disposal Expenses (ACES' material transport costs are an "Allowable Expense").
2. Host Fees and Franchise Fees.

Other Terms Related To Operating Ratio

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

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

Other Terms Related to Special Detailed Rate Adjustment

1. ACES to provide Income Statements annually including Indexed Rate Adjustment Rate Years.
2 Income Statement for Special Detailed Rate Review year only.

ARTICLE J. FRANCHISE FEES

1. **Payment**. In consideration of the franchise privileges granted by City, Contractor shall pay to City on a quarterly basis a franchise fee of five percent (5%) of the gross revenues from Contractor's operations in the City annually. Franchise fees shall be paid to and received by City on or before the last business day of each quarter. Any late franchise fee payment shall be subject to a 1.5% per month late fee.

2. **Exclusion of Franchise Fees from Rates**. Contractor is prohibited, and agrees to refrain, from including that portion of the franchise fees payable to the City under this Agreement within its rate structures. Contractor further agrees no portion of any future requests for rate adjustments shall be based upon, or take into account, franchise fees paid pursuant to this Agreement.

ARTICLE K. REPORTS AND FINANCIAL AUDITING

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

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

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

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

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

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

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

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

6. **Privacy of Customer Information**. Contractor shall use all reasonable efforts to observe and protect the rights of privacy of customers. Information identifying individual customers, or the composition or content of a customer's refuse or recyclables shall not be revealed to any person, private agency or company, unless upon the request of federal or state law enforcement personnel, the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or other reports requested by the City under the Franchise Agreement or required or requested by any governmental agency.

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

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

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

ARTICLE L. DEFAULT, TERMINATION, WAIVER.

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

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

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

C) Contractor: (i) becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (ii) being or becoming a party to a voluntary or involuntary bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by or against the Contractor under the laws of any jurisdiction, which proceeding, if involuntary in nature, has not been dismissed within sixty (60) days; or (iii) taking any action approving of, consenting to, or acquiescing in, any such proceeding; or (iv) being a party to the levy of any distress, execution or attachment upon the property of the Contractor which shall substantially interfere with the Contractor's performance hereunder: In the event of the Contractor being or becoming insolvent or bankrupt, the Contractor shall: (i) assume or reject this Agreement within sixty (60) days after the order for relief; (ii) promptly cure any failure to

perform its obligations or any event of default arising under this Agreement for reasons other than the event set forth in this paragraph; (iii) provide adequate assurance of future performance under this Agreement under 11 USC Section 365(b)(l)(c), or any successor provision of the Federal Bankruptcy Code. The foregoing provisions shall not prevent the City from requesting such other conditions to assumption of this Agreement, as it deems reasonable and necessary; and (iv) Contractor concludes any other transfer of this franchise except as authorized by Article N of this Agreement.

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

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

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

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

C) Immediately pay all amount of fees (including attorneys fees and court costs) which may be owing and appoint City or any of its officers as its attorney-in-fact to execute all instruments and to do all things necessary to accomplish the operations of garbage collection and disposal on behalf of the public; and permit City to provide collection service by any means available to City, and pay any and all costs incurred by City. In such event, City shall also have the right to the use and possession of all items of operating equipment used in the business of Contractor within the franchise area, for the purpose of providing garbage collection service. This provision shall be in addition to any other remedies available to City at law or in equity to compensate it for losses caused by Contractor's breach or to compel compliance with this Franchise. In such event, City shall hold harmless, indemnify and defend Contractor from any liability proximately cause by City's use and operation of such equipment and shall provide liability insurance coverage satisfactory to Contractor in the reasonable exercise of its discretion.

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

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

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

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

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

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

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

ARTICLE M. ASSIGNMENT,

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

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

2. Guarantee of performance by assignee based upon financial security and insurance and bonding capability;

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

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

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

ARTICLE N. LIABILITY FOR BREACH.

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

ARTICLE O. NOTICES

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

If to the City, address to:

Anne Kel-Artinian, Mayor
Amador City
14531 East School Street
P.O. Box 200
Amador City, CA 95601

If to the Contractor, address to:

Paul Molinelli, Sr., President
ACES
6500 Buena Vista Rd.
Ione, CA 956406

ARTICLE P. SEVERABILITY.

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

ARTICLE Q. ENTIRE FRANCHISE.

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

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

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

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

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

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

6. **Fees and Assigns.** Contractor shall not, nor shall it permit any agent, employee or subgrantee employed by it to request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Solid Waste otherwise required to be collected under this Franchise Agreement.

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

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

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

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

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

12. **Judicial Review.** Nothing in this Agreement shall be construed to prevent either party from seeking redress to the courts for the purposes of legal review of administrative proceedings in regard to rate setting or City's actions taken pursuant to this Agreement, or for the purpose of interpreting or enforcing the provisions contained in this Agreement. Provided, however, that prior to the institution of any such judicial proceedings the parties shall first meet and confer informally in order to resolve any such dispute. The parties may utilize the services of a mutually acceptable mediator for purposes of dispute resolution. In that event, each party shall pay for the costs of one-half of the mediation.

ARTICLE R. MISCELLENEOUS

**1. Compliance with Hazardous Waste Laws.** The Parties hereto recognize that federal, state and local agencies with responsibility for defining Hazardous Waste and for regulating the collection, hauling or disposing of such substances, are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Contractor's responsibility to keep current with the regulations and tests on such substances and to identify such substances and to comply with all federal, state and, to the extent not inconsistent with this Agreement, local regulations concerning such substances. Contractor shall make every reasonable effort to prohibit the collection and disposal of Hazardous Waste in its operation.

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

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

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

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

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

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

**D.** Contractor has exclusive franchise rights for the collection, removal, transport, use and disposal of solid waste and targeted recyclables in Contractor's franchise area of Amador City per the City Code and this Agreement. City shall use all reasonable remedies available to it to insure that those rights are enforced,

including any such enforcement measures described in the City Code and the penalties at law for said violations, against third party violators. Nothing in this Section shall limit Contractor's right to independently seek enforcement of those rights against third Party violators, including, but not limited to all available remedies at law and in equity, including seeking injunctive relief against such third party violators and recovery of attorney's fees and costs against violator.

**E.** Upon Contractor's notice to City of any person or entity perceived to be in violation of Contractor's exclusive franchise rights hereunder, such person or entity shall be advised in writing by City to immediately cease such activities after City has investigated and verified such notification. City's notification to such person or entity shall include enforcement measures described herein and/or otherwise permitted by law. If such person or entity continues to violate Contractor's exclusive franchise rights after notification by City, Contractor shall have the right to impound any waste container used in violation of Contractor's exclusive franchise rights or any other applicable legislative requirements described in the applicable Sections of Chapter 8.12 of the Amador City Municipal Code of the City Code, the *California Integrated Waste Management Act of 1989,* and all other pertinent local, State and federal laws pertaining to the Amador City solid waste program. Nothing in this provision shall limit Contractor's independent right to enforce its exclusive franchise through any legal means.

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

ARTICLE S. PROPOSITION 218

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

2. **Reimbursement for Expenses of Proposition 218 Compliance.** Following the completion of any proceeding under Proposition 218, Contractor shall reimburse City for all expenses incurred in providing notices to affected ratepayers and conducting the majority protest proceeding required by that initiative. Such expenses

shall include the reasonable costs that City administration, staff, and counsel incur in providing or administering the notices, hearing, and counting of protests required.

3. **Reductions in Service Following Majority Protest**. Following a majority protest to any requested rate increase, the Parties shall promptly meet and confer to discuss the impact to Contractor on its ability to provide further services under the Agreement. As part of their efforts to meet and confer, the Parties shall discuss modifications to the services Contractor provides, or reductions in the levels of service it provides, that would allow Contractor to continue to receive a reasonable profit under the Agreement. Should the Parties agree on modifications and/or reductions in service, they shall enter into a separate amendment to the Agreement to memorialize the agreed upon terms. In no event, however, shall any modification in service or reduction in the service level be authorized in violation of any minimum performance standard governing the collection of solid wastes and recycled materials, including but not limited to any provision of the Integrated Waste Management Act ("AB 939"), Titles 14 and 27 of the California Code of Regulations, and Section 8.12.010 of the Amador City Municipal Code.

ATTACHMENTS:

Attachment 1 Copies of current certificates of insurance, policy endorsements

Attachment 2 List of Current Services, Rates, and Special Charges

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## AGREED AND ACCEPTED:

| **AMADOR CITY** | **CONTRACTOR** |
|---|---|
| By: ____________________<br>Name: Anne Kel-Artinian<br>Title: Mayor | By: ____________________<br>Name: Paul Molinelli Sr.<br>Title: CEO/President |
| ATTEST: ____________________<br>City Clerk | By: ____________________<br>Name: Joyce Davidson |
| APPROVED AS TO FORM<br>City Attorney | By: ____________________<br>Name: Patrick Keene |

# AMADOR CITY

## Building Permits

City Clerk: Joyce Davidson (209) 267-0682

| Building Permit No. | Application Date | Applicant | Owners Name/Project Address | Zoning | Permit Issue Date | Project Valuation | CASP Fee | Earthquake Fee | Permit Fee Total | Final Inspection Date | Scope of Work |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2839-030 | 1/11/2022 | Ken Munson | Munson - 10609 Fleehart Street | R1 | 1/11/2022 | 2,500.00 | 4.00 | 0.50 | 275.50 | | Upgrade main electric to 200 amp |
| 2839-031 | 1/19/2022 | Mountain Air | Pelletier - 10971 Amador Creek Road | R1 | 1/19/2022 | 10,995.00 | 6.00 | 1.45 | 276.45 | | HVAC Upgrade |
| 2839-032 | 8/1/2022 | Sarkis Kel-Artivian | Kel-Artivian - 14410 Keystone Alley | R1 | 8/1/2022 | 14,000.00 | 4.00 | 1.82 | 378.07 | | HVAC upgrade |
| 2839-033 | 2/7/2022 | Russell Robinson | Robinson - 14238 Gods Hill Road | R1 | 2/7/2022 | 7,000.00 | 5.00 | 1.00 | 613.50 | | Kitchen remodel |
| 2839-034 | 2/2/2022 | Tim Thornhill | Munson - 10620 Fleehart Street | R1 | 2/7/2022 | 9,000.00 | 5.00 | 1.17 | 276.17 | | Roof replacement |
| 2839-035 | 2/3/2022 | Break Even Beermakers | Carter - 14141 Old Route 49 | C | 3/10/2022 | 62,538.00 | 7.00 | 40.60 | 3,475.32 | | Trench utilities, wastewater lines, grade parking lot and garden area, pour walkways and foundations, build shed to match |
| 2839-036 | 1/29/2022 | Helen Foraker | Foraker - 10640 Oneil Alley | R1 | 6/2/2022 | 8,817.54 | 4.00 | 1.15 | 810.09 | | Deck extension/without permit |
| 2839-037 | 1/29/2022 | Helen Foraker | Foraker - 10640 Oneil Alley | R1 | 6/2/2022 | 20,000.00 | 4.00 | 2.60 | 897.02 | | Swim spa permit for electric swim spa/WO permit |
| 2839-038 | 1/29/2022 | Helen Foraker | Foraker - 10640 Oneil Alley | R1 | 6/2/2022 | 5,000.00 | 4.00 | 0.65 | 718.75 | | Spa permit for electrical hot tub/WO permit |
| 2839-039 | 3/1/2022 | Joey Pechette | Graziadei - 14541 Church Street | R1 | 3/21/2022 | 5,000.00 | 5.00 | 0.65 | 883.15 | 6/20/2022 | Add bathroom to existing space |
| | | | **2022 1st QTR Total** | | | **$ 144,850.54** | **$ 48.00** | **$ 51.59** | **$ 8,604.02** | | |
| 2839-040 | 5/30/2022 | Michael Gornett | Gornett-14542 E. School Street | A | | | | | | | Driveway grading / ON HOLD PER OWNER |
| 2839-041 | 6/20/2022 | Dave Bissell | Allen/Bissell-14501 E. School Street | R1 | 6/20/2022 | 2,000.00 | 4.00 | 0.50 | 274.50 | | addition to front porch with roof |
| | | | **2022 2nd QTR Total** | | | **$ 2,000.00** | **$ 4.00** | **$ 0.50** | **$ 274.50** | | |
| 2839-042 | 8/17/2022 | Russell Robinson | Robinson - 14238 Gods Hill Road | R1 | 8/17/2022 | 12,000.00 | 4.00 | 1.56 | 349.81 | | Roof repairs detached structure |
| 2839-043 | 8/31/2022 | Humble Beginnings | Amador Hotel LLC - 14202 Old Highway 49 | C | | | | | | | Interior Improvements / Project placed on hold 9/7/22 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | **2022 3rd QTR Total** | | | **$ 12,000.00** | **$ 4.00** | **$ 1.56** | **$ 349.81** | | |
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| | | | **Total to Date** | | | **158,850.54** | **56.00** | **53.65** | **9,228.33** | | |