## SECOND AMENDMENT TO APRIL 1, 2009 AMENDED AND RESTATED SOLID WASTE FRANCHISE AGREEMENT

### CITY OF FOWLER AND USA WASTE OF CALIFORNIA, INC.

This Second Amendment to April 1, 2009 Amended and Restated Solid Waste Franchise Agreement ("First Amendment") is entered into effective July 1, 2016 ("Effective Date") between the City of Fowler, a California general law city ("Fowler") and USA Waste of California, Inc. a Delaware corporation registered to do business in California and a division of Waste Management ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement:

### **RECITALS**

- A. On August 7, 2001, Fowler and Contractor entered into a 10 year Solid Waste Franchise Agreement ("2001 Franchise Agreement") for Contractor to become the exclusive provider of solid waste service in the City of Fowler. A copy of the 2001 Franchise Agreement is on file with Fowler and Contractor.
- B. On April 7, 2009, Fowler and Contractor agreed to amend and extend the term of the franchise and entered into a 15 year Amended and Restated Solid Waste Franchise Agreement, effective as of April 1, 2009 ("2009 Franchise Agreement"). A copy of the 2009 Franchise Agreement is on file with Fowler and Contractor and incorporated by reference.
- C. On June 17, 2014, Fowler and Contractor entered into a First Amendment to the 2009 Franchise Agreement to address billing and collection services, customer service standards, rate adjustments, and related issues, effective as of July 1, 2014 ("First Amendment"). A copy of the First Amendment is on file with Fowler and Contractor and incorporated by reference.
- D. The Parties desire to further amend the 2009 Franchise Agreement to address State requirements for mandatory organic waste recycling, change the consumer price index used to calculate annual rate adjustments, and lower the maximum annual rate adjustment from 5% to 4%.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and releases set forth below, the Parties agree as follows:

- 1. <u>Amendment to Section 1 Definitions</u>. Section 1.20.1 is hereby added to the Definitions section of the 2009 Franchise Agreement to read as follows:
  - 1.20.1. ORGANIC WASTE means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

- 2. <u>Amendment to Section 1 Definitions</u>. Section 1.23 is hereby amended in its entirety to read as follows:
  - 1.23. RECYCLABLE MATERIAL means any material generated on or emanating from residential, industrial or commercial accounts that is no longer wanted and which is collected, transported and reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939, including paper, glass, cardboard, plastics, ferrous metal, aluminum, or other materials as determined from time to time by mutual agreement between City and Customer. Recyclable material includes organic waste as defined in this Agreement and AB 1826 (Chapter 727, Statutes of 2014).
- 3. <u>Amendment to Section 18.1.1 Maximum Rates for Service</u>. Section 18.1.1 is hereby amended in its entirety to read as follows:
  - 18.1.1 Maximum Rates for Service. The maximum rates for service, incorporating all permissible rate adjustments effective as of July 1, 2016, are set forth in **Exhibit A**. The rates set forth in **Exhibit A** may be adjusted in accordance with Section 18.6.
- 4. <u>Amendment to Section 18.6.1 Annual Rate Adjustments</u>. Section 18.6.1 is hereby amended in its entirety to read as follows:
  - 18.6.1. Annual Adjustment. Beginning July 1, 2017, and on each July 1 thereafter, the rates shall be adjusted in accordance with the rate adjustment methodology set forth below. Contractor shall submit to the City, not less than sixty (60) days prior to the effective date of the proposed adjustment, information in support of the adjustment. The City Manager, or his or her designee, shall review the information submitted by Contractor for completeness and accuracy, and the parties agree to negotiate in good faith regarding any dispute.

    Notwithstanding the above, no annual rate adjustment pursuant to this Section 18.6.1 shall exceed a total of four percent (4%). To the extent that a rate adjustment otherwise allowable is not granted due to this limitation, any excess above four percent (4%) shall be rolled over and applied to subsequent annual rate adjustments (provided that no subsequent annual rate adjustment would exceed four percent (4%)).
- 5. <u>Amendment to Section 18.6.1.1 Annual Rate Adjustments Service Component.</u> Section 18.6.1.1 is hereby amended in its entirety to read as follows:
  - 18.6.1.1. Service Component. The Service Component comprises sixty percent (60%) of the rate. The Service Component will be adjusted by the percentage increase in the Consumer Price Index ("CPI"), CPI-U US Average Garbage and Trash Collection, as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to March period immediately preceding the effective date of rate adjustment.

6. <u>All Other Terms Remain in Effect</u>. Except as expressly set forth herein, all other terms of the 2009 Franchise Agreement, as amended by the First Amendment, shall remain unchanged and in full force and effect.

WHEREFORE, Fowler and Contractor, by their signatures below, enter into this Agreement as of the Effective Date.

CITY OF FOWLER	USA WASTE OF CALIFORNIA, INC.
By: David Elias, City Manager	By:
ATTEST:  By: Market MusicMC  Jeannie Davis, City Clerk  June 30, 2016	June 30, 2016  By: Vice President  June 30, 2016
Approved as to form:	Approved as to form:
By: David J. Wolfe, City Attorney	By: Culling Little E. William Hutton Counsel for USA Waste of CA, Inc.
My 13	·
<del>June</del> , 2016.	June <b>30</b> , 2016

			City of Fowler Rate	Sheet								
Service Type		Rate 2013	<u> </u>		Rate 2014			Rate 2015	<u>i_</u>		Rate 2016	Ĺ
Standard Service offering - 3 96-gallon carts	7	1	1			]						1
(trash, recycling, greenwaste)	1.16%	\$24.34		7.14%	\$26.08		2.47%	\$26.72	1	2.69%		Ţ
2010 Senior Discount	] [	\$2.00	}		\$2.50	]		\$2.50	1		\$2.50	1
Extra Trash Cart	1.16%	\$9.19	}	7.14%	\$9.85		2.47%	\$10.09	1	2.69%		1
Extra Green Waste Cart	1.16%	\$6.73	}	7.14%	\$7.21	_	2.47%	\$7.39	1	2.69%		
Extra Pick Up per Cart	1.16%	\$12.44	l	7.14%	\$13.33	_	2.47%	\$13.66	J	2.69%	\$14.03	J
						Extra Pick Up			Extra Pick Up			Pic
			Extra			Charge			Charge			Ch
		Monthly	Pick Up Charge		Monthly	per		Monthly	per		Monthly	pe
Service Level	- C	Fee	per container		Fee	container		Fee	container	0.50%	Fee \$69.91	_
1 YD 1X/WK	1.16%		\$37.21	7.14%		\$39.87	2.47%			2.69%		
1 YD 2X/WK	1.16%			7.14%	\$123.73	4	2.47%		4	2.69%		
1 YD 3X/WK	1.16%			7.14%	\$181.00	4	2.47%	\$244.18	-	2.69%		
1 YD 4X/WK	1.16%	\$222.41		7.14%	\$238.29	4			4			
1 YD SX/WK												
I VD SYAWK	1.16%		1	7.14%		4	2.47%	\$302.88	4	2.69%		

1 YD 6X/WK	1.16% \$329.35	7.14% \$352.87	2.47% \$361.59	2.69% \$371.32
2 YD 1X/WK 2 YD 2X/WK 2 YD 2X/WK 2 YD 3X/WK 2 YD 4X/WK 2 YD 5X/WK 2 YD 5X/WK	1.16% 574.63 \$44.78 1.16% 5141.99 1.16% 5207.43 1.16% 5273.84 1.16% \$340.24 1.16% \$406.64		2.47% \$81.94 \$49.17 2.47% \$155.89 2.47% \$227.73 2.47% \$300.64 2.47% \$3273.53 2.47% \$466.43	2.69% \$84.14 \$50.49 2.69% \$160.08 2.69% \$233.86 2.69% \$308.73 2.69% \$383.58 2.69% \$458.44
3 YO 1X/WK 3 YO 2X/WK 3 YO 3X/WK 3 YO 5X/WK 3 YO 5X/WK	1.16% \$122.44 \$74.01 1.16% \$205.75 1.16% \$288.09 1.16% \$370.42 1.16% \$452.74 1.16% \$535.07	7 7.14% \$132.25 \$79.36 7.14% \$220.44 7.14% \$308.66 7.14% \$398.87 7.14% \$485.07 7.14% \$573.27	2.47% \$185.52 \$81.32 2.47% \$225.88 2.47% \$316.28 2.47% \$406.67 2.47% \$497.05 2.47% \$587.43	2.69% \$139.17 \$83.51 2.69% \$231.96 2.69% \$324.79 2.69% \$417.61 2.69% \$510.42 2.69% \$603.23
4 YD 1X/WK 4 YO 2X/WK 4 YD 3X/WK 4 YD 4X/WK 4 YD 5X/WK 4 YD 5X/WK	1.16% \$148.45 \$89.00 1.16% \$253.33 1.16% \$354.67 1.16% \$457.63 1.16% \$560.59 1.16% \$663.56	7 7.14% \$159.05 \$95.43 7.14% \$271.42 7.14% \$379.99 7.14% \$490.30 7.14% \$600.62 7.14% \$710.94	2.47% \$162.98 \$97.79 2.47% \$278.12 2.47% \$389.38 2.47% \$502.41 2.47% \$615.46 2.47% \$728.50	2.69% \$167.36 \$100.42 2.69% \$285.60 2.69% \$399.65 2.69% \$515.92 2.69% \$632.02 2.69% \$748.10

						Extra			Extra			Extra
						Pick Up			Pick Up	•		Pick Up
			Extra			Charge			Charge			Charge
		Monthly	Pick Up Charge		Monthly	рет		Monthly	per		Monthly	per
		Fee	per container		Fee	container		Fee	container		Fee	container
6 YD 1X/WK	1.16%	\$180.62	\$108.38	7.14%	\$193.52	\$116.12	2.47	% \$198.30	\$118.99	2.69%	\$203.63	\$122.19
6 YD 2X/WK	1.16%	\$294.20		7.14%	\$315.21		2.47	% \$323.00		2.69%	\$331.69	]
6 YD 3X/WK	1.16%	\$407.74	]	7.14%	\$436.85		2.47	% \$447.64		2.69%	\$459.68	1
6 YD 4 X/WK	1.16%	\$521.25		7.14%	\$558.47	]	2.47	\$572.26		2.69%	\$587.65	]
6 YD SX/WK	1.16%	\$634.77		7.14%	\$680.09	]	2.47	% \$696.89	J	2.69%	\$715.64	1
6 YD 6X/WK	1.16%	\$748.31		7.14%	\$801.74	]	2.43	% \$821.54		2.69%	\$843.64	]
Roll-off Haul rate*	1.16%	\$141.69		7.14%	\$151.81		2.47	% \$155.56		2.69%	\$159.74	1
Roll-off box rental	1.16%	\$23.57		7.14%	\$25.25		2.4	\$25.87	J .	2.69%	\$26.57	1
Tilt loader rental per month	1.16%	\$44.10	1	7.14%	\$47.25		2.47	% \$48.42		2.69%	\$49.72	]

### Commingled Recycling Rates

					Extra Pick			Extra Pick			Extra Pick
					Up			Up			Up
		Extra Pick Up			Charge			Charge			Charge
	Monthly	Charge per		Monthly	per		Monthly	per		Monthly	per
	Fee	container		Fee	container		Fee	container		Fee	container
2 YD 1X/WK		3.74 \$35.25	7.14%		\$37.77		17% \$64.48		2.69%		\$39.74
2 YD 2X/WK	1.16% \$10		7.14%		1		17% \$120.04		2.69%		1
2 YD 3X/WK	1.16% \$15		7.14%		j		17% \$175.59		2.69%		1
2 YD 4X/WK	1.16% \$210		7.14%		ļ		7% \$231.14		2.69%		1
2 YD 5X/WK	1.16% \$26		7.14%		1		17% \$286.70		2.69%		4
2 YD 6X/WK	1.16% \$31	.75	7.14%	\$334.01	]	2.	17% \$342.26	_	2.69%	\$351.47	]
				,							
3 YD 1X/WK		5.89 \$40.13	7.14%		\$43.00		\$73.44		2.69%		
3 YD 2X/WK	1.16% \$12		7.14%		1		17% \$134.32		2.69%		
3 YD 3X/WK	1.16% \$17		7.14%		]		17% \$195.20	4	2.69%		1
3 YD 4X/WK	1.16% \$23		7.14%		1		17% \$256.07	4	2.69%		]
3 YD 5X/WK	1.16% \$28		7.14%	\$309.31	ļ		7% \$316.95		2.69%		i
3 YD 6X/WK	1.16% \$34	1.16	7.14%	\$368.73	J	2.	7% \$377.84	J	2.69%	\$388.00	J
4 YD 1X/WK	1.16% \$7		7.14%		\$47.00		17% \$80.26	\$48.16	2.69%		\$49.46
4 YD 2X/WK	1.16% \$13		7.14%		1		17% \$146.43	4	2.69%		4
4 YD 3X/WK	1.16% \$19		7.14%		1		17% \$212.63		2.69%		1
4 YD 4X/WK	1.16% \$25		7.14%		1		\$278.80	4	2.69%		i
4 YD SX/WK	1.16% \$314		7.14%		1		17% \$344.99	4	2.69%		4
4 YD 6X/WK	1.16% \$374	.51	7.14%	\$401.25	1	2.	\$7% \$411.16	J	2.69%	\$422.22	J
6 YD 1X/WK	1.16% \$7		7.14%		\$50.66		7% \$86.51	\$51.91	2.69%		\$53.31
6 YD 2X/WK	1.16% \$14		7.14%		1		17% \$159.76		2.69%		4
6 YD 3X/WK	1.16% \$213		7.14%		1		17% \$233.02		2.69%		1
6 YD 4X/WK	1.16% \$27		7.14%	\$298.91	1		7% \$306.29		2.69%		4
6 YD 5X/WK	1.16% \$34		7.14%		1		7% \$379.55		2.69%		4
6 YD 6X/WK	1.16% \$41	.47	7.14%	\$441.92	]	2.	7% \$452.84	J	2.69%	\$465.02	_
				,				-			-
96 Gallon 1X/WK	1.16% \$1:		7.14%		1		7% \$13.06	4	2.69%		]
96 Gallon 2X/WK	1.16% \$2		7.14%	\$24.21	ļ		7% \$24.81	4	2.69%		1
96 Gallon 3X/WK	1.16% \$3		7.14%	\$35.69	j		7% \$36.57	4	2.69%	\$37.55	1
96 Gallon 4X/WK	1.16% \$44		7.14%	\$47.15	Į.	2.	7% \$48.31	4	2.69%		1
96 Gallon 5X/WK	1.16% \$54	.73	7.14%	\$58.64	ı	2.	7% \$60.09	_	2.69%	\$61.71	j
Commercial Organics Rate					_			_			-
64 Gallon 1X/WK								_	L	\$17.00	]

### **RESOLUTION NO. 2347**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOWLER APPROVING A SECOND AMENDMENT TO THE CONTRACT FOR THE COLLECTION OF SOLID WASTE IN THE CITY AND REVISING THE RATES FOR SUCH SERVICE

WHEREAS, the City of Fowler currently contracts with USA Waste of California, Inc. (USA Waste) by way of an exclusive franchise for waste collection, disposal, and recycling services; and

WHEREAS, the City approved the current contract with USA Waste in 2009 effective April 1, 2009, titled Amended and Restated Solid Waste Franchise Agreement ("2009 Franchise Agreement"); and

WHEREAS, the City approved a First Amendment to the 2009 Franchise Agreement effective July 1, 2014 ("First Amendment"); and

WHEREAS, the collection and disposal of solid waste is necessary for the protection of the public health, safety, and welfare; and

WHEREAS, the City and USA Waste desire to enter into a Second Amendment to the 2009 Franchise Agreement as set forth in **Attachment 1** ("Second Amendment"), which amends the 2009 Franchise Agreement to address State requirements for mandatory organic waste recycling, change the consumer price index used to calculate annual rate adjustments, lower the maximum annual rate adjustment from 5% to 4%, and include a commercial organics service rate; and

WHEREAS, the proposed new service rates reflecting permissible adjustments as of July 1, 2016 and the addition of an Commercial Organic Rate category are set forth in **Exhibit A**; and

WHEREAS, the City Council held a public hearing at a special meeting held on June 14, 2016 to discuss and consider the proposed Second Amendment and new Service Rate Schedule. A copy of the notice of the public hearing, which was published in the Fresno Business Journal on June 3, 2016, is attached hereto as **Exhibit B**; and

WHEREAS, the City Council has reviewed the proposed Second Amendment and the proposed adjusted service rates, and finds that the Second Amendment and service rates are proper and consistent with the purposes of Chapter 2, of Title 6, of the Fowler Municipal Code and State law.

NOW THEREFORE, the City Council of the City of Fowler does hereby resolve as follows:

1. The Second Amendment to the 2009 Franchise Agreement is hereby approved.

- 2. The service rates set forth in **Exhibit A** hereto are hereby approved, effective as of July 1, 2016.
- 3. The service rates set forth in **Exhibit A** hereto shall be adjusted from time to time as called for in the 2009 Franchise Agreement.

PASSED AND ADOPTED by the City Council of the City of Fowler at a special meeting held on June 14, 2016, by the following votes:

AYES: Cardenas, Parra, Hammer, Monis & Simonian

NOES: None

ABSENT: None

ABSTAIN: None

DAVID CARDENAS, MAYOR

ATTEST.

PANNIE DAVIS, CITY CLERK

# SECOND AMENDMENT TO APRIL 1, 2009 AMENDED AND RESTATED SOLID WASTE FRANCHISE AGREEMENT

### CITY OF FOWLER AND USA WASTE OF CALIFORNIA, INC.

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### **RECITALS**

- A. On August 7, 2001, Fowler and Contractor entered into a 10 year Solid Waste Franchise Agreement ("2001 Franchise Agreement") for Contractor to become the exclusive provider of solid waste service in the City of Fowler. A copy of the 2001 Franchise Agreement is on file with Fowler and Contractor.
- B. On April 7, 2009, Fowler and Contractor agreed to amend and extend the term of the franchise and entered into a 15 year Amended and Restated Solid Waste Franchise Agreement, effective as of April 1, 2009 ("2009 Franchise Agreement"). A copy of the 2009 Franchise Agreement is on file with Fowler and Contractor and incorporated by reference.
- C. On June 17, 2014, Fowler and Contractor entered into a First Amendment to the 2009 Franchise Agreement to address billing and collection services, customer service standards, rate adjustments, and related issues, effective as of July 1, 2014 ("First Amendment"). A copy of the First Amendment is on file with Fowler and Contractor and incorporated by reference.
- D. The Parties desire to further amend the 2009 Franchise Agreement to address State requirements for mandatory organic waste recycling, change the consumer price index used to calculate annual rate adjustments, and lower the maximum annual rate adjustment from 5% to 4%.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and releases set forth below, the Parties agree as follows:

- 1. <u>Amendment to Section 1 Definitions</u>. Section 1.20.1 is hereby added to the Definitions section of the 2009 Franchise Agreement to read as follows:
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- 2. <u>Amendment to Section 1 Definitions</u>. Section 1.23 is hereby amended in its entirety to read as follows:
  - 1.23. RECYCLABLE MATERIAL means any material generated on or emanating from residential, industrial or commercial accounts that is no longer wanted and which is collected, transported and reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of AB 939, including paper, glass, cardboard, plastics, ferrous metal, aluminum, or other materials as determined from time to time by mutual agreement between City and Customer. Recyclable material includes organic waste as defined in this Agreement and AB 1826 (Chapter 727, Statutes of 2014).
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  - 18.1.1 Maximum Rates for Service. The maximum rates for service, incorporating all permissible rate adjustments effective as of July 1, 2016, are set forth in **Exhibit A**. The rates set forth in **Exhibit A** may be adjusted in accordance with Section 18.6.
- 4. <u>Amendment to Section 18.6.1 Annual Rate Adjustments</u>. Section 18.6.1 is hereby amended in its entirety to read as follows:
  - 18.6.1. Annual Adjustment. Beginning July 1, 2017, and on each July 1 thereafter, the rates shall be adjusted in accordance with the rate adjustment methodology set forth below. Contractor shall submit to the City, not less than sixty (60) days prior to the effective date of the proposed adjustment, information in support of the adjustment. The City Manager, or his or her designee, shall review the information submitted by Contractor for completeness and accuracy, and the parties agree to negotiate in good faith regarding any dispute.

    Notwithstanding the above, no annual rate adjustment pursuant to this Section 18.6.1 shall exceed a total of four percent (4%). To the extent that a rate adjustment otherwise allowable is not granted due to this limitation, any excess above four percent (4%) shall be rolled over and applied to subsequent annual rate adjustments (provided that no subsequent annual rate adjustment would exceed four percent (4%)).
- 5. Amendment to Section 18.6.1.1 Annual Rate Adjustments Service Component. Section 18.6.1.1 is hereby amended in its entirety to read as follows:
  - 18.6.1.1. Service Component. The Service Component comprises sixty percent (60%) of the rate. The Service Component will be adjusted by the percentage increase in the Consumer Price Index ("CPI"), CPI-U US Average Garbage and Trash Collection, as published by the United States Department of Labor, Bureau of Labor Statistics, for the March to March period immediately preceding the effective date of rate adjustment.

6. <u>All Other Terms Remain in Effect</u>. Except as expressly set forth herein, all other terms of the 2009 Franchise Agreement, as amended by the First Amendment, shall remain unchanged and in full force and effect.

WHEREFORE, Fowler and Contractor, by their signatures below, enter into this Agreement as of the Effective Date.

CITY OF FOWLER	USA WASTE OF CALIFORNIA, INC.
By: David Elias, City Manager	By:
June, 2014	June, 2016
ATTEST:	By:
By:	Treasurer
Jeannie Davis, City Clerk	
•	June, 2016
June, 2016	_
Approved as to form:	Approved as to form:
By	By:
By: David J. Wolfe, City Attorney	Catherine Riegle Corporate Legal Counsel
June . 2016.	June, 2016

City of Fowler Rate Sheet									
Service Type Standard Service offering - 3 96-gallon carts (trash, recycling, greenwaste) 2010 Senior Discount Extra Trash Cart Extra Green Waste Cart Extra Offer Waste Cart Extra Pick Up per Cart	Rate 2013 1-1058	Rate 2014  27.148   226.08	Rate 2015  2.476	Rate 2016 2009 *\$27.44 2010 *\$25.91 2010 *\$1036 41.099 *\$15.99 2010 *\$14.09					
Service Level	Extra Monthly Pick Up Charge Fee per container	Extra Pick Up Charge Monthly per Fee container	Extre Pick Up Charge Monthly per Fee container	Extra Pick Up Charge Monthly per Fee container					
Service Gerei 1 YO 12/VMK 1 YO 22/VMK 1 YO 22/VMK 1 YO 5X/VMK 1 YO 5X/VMK 1 YO 5X/VMK	1168 257 562.01 107 45 \$37.21 1168 257 5115.48 1169 257 5125.49 1169 257 517 518 1169 257 517 58 1169 257 517 58	277198 25664F 2539.07. 2877198 2512173 2877198 2512173 2877198 2512173 2777198 2522173	1582/474 (#\$68.08 %\\$40.85 ) 1590/474 (#\$582.08 ) 1590/474 (\$185.47) 1690/474 (\$185.47) 1690/474 (\$300.88 )	7569, 7569,91 %41.95 77694 5190.20 77694 5190.46 71694 529075 842694 521100					
2 YD 1X/WK 2 YD 3X/WK 2 YD 3X/WK 2 YD 5X/WK 2 YD 5X/WK 2 YD 5X/WK	11.096   66649 \$74.83:	2027/494 (2027/25) 27 \$47.98 (2027/25) (2027/2	984(2)(78) (9),581.94 (4),549.17 1996(2)(78) (5)155.89 1996(2)(78) (5)227773 1996(2)(78) (5)227773 1997(2)(78) (5)30.56 1997(2)(78) (5)45.43	## 260% #\$50.49 ## 250% #\$560.00 ## 250% #\$500.70 ## 250% #\$300.70 ## 250% #\$300.70 ## 250% #\$400.50 ## 250% #\$400.50					
3 YO 1X/WK 3 YO 2X/WK 3 YO 3X/WK 3 YO 5X/WK 3 YO 5X/WK	1516W 1995\$128.44 19968\$74.07 1516W 1986\$205.75 1516W 1995\$208.05 116W 1995\$208.05 116W 1995\$3708.21 1516W 1995\$355.07	7937144 7513175 5,579.36 2657146 1522244 3657166 530665 5537166 530687 5537166 530687 5537166 538507	\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$12.000 \$1.93.17   \$58.51   \$2.200 \$3.21.06   \$1.200 \$3.24.79   \$2.200 \$3.24.79   \$2.200 \$3.24.79   \$2.200 \$3.20.72   \$1.200 \$3.20.72					
4 YD 1X/WK 4 YD 2X/WK 4 YD 3X/WK 4 YD 3X/WK 4 YD 5X/WK 4 YD 5X/WK	1108 987 \$141.45	\$50.00146 \$51.00000 \$5505.48. \$50.7146 \$52.7142 \$57.146 \$52.7199 \$50.00000 \$60.00000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.00000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.0000 \$60.00000 \$60.00000 \$60.00000 \$60.00000 \$	SHE 2476   C\$16298   7 \$97.79	NEX. 2004 (\$100.42) SEC. 2004 (\$125.00) SEC. 2004 (\$205.00) SEC. 2004 (\$205.00) SEC. 2004 (\$205.00) SEC. 2004 (\$205.00) SEC. 2004 (\$205.00)					
	Extra Monthly Pick Up Charge	Extra Pick Up Charge Monthly per	Extra Pick Up Charge Monthly per	Extra Pick Up Charge Monthly per					
6 YO 1X/WK 6 YO 2X/WK 6 YO 3X/WK 6 YO 3X/WK 6 YO 4 X/WK 6 YO 6 X/WK 6 YO 6 X/WK Roll-off Houl rate* Roll-off box rental Titl toader rental per month "In addition, customer pays a 3 ton minimum disp	Fee per contelling (1468) \$488\$\$180.62	Fee container  (687.1681 (5488.52) (518.12)  (787.2481 (588.52) (518.12)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (588.52)  (787.2481 (7	Fee container Fee Container Fee Container Fee	Fee container  \$2.099					
Commingled Recycling Rates		Extra Pick	Extra Pick	Extra Pick					
	Extra Pick Up Monthly Charge per Fee container	Up Charge Monthly per Fee container	Up Charge Monthly per Fee container	Up Charge Monthly per Fee container					
2 YO 1X/WK 2 YO 2X/WK 2 YO 3X/WK 2 YO 5X/WK 2 YO 5X/WK	\$1.66 050%\$52.74 0 0 0 0 0 555.25 11.66 050%\$109.34 11.66 050%\$159.94 11.66 050%\$159.94 11.66 050\$11.17	***57.468 ***567.69 ***\$57.77 ***	12-72-476 (2-564.48 (2-538.70) 12-72-476 (5-120.04) 12-72-476 (5-120.04) 12-72-476 (5-120.14) 12-72-476 (5-120.70) 12-72-476 (5-120.70)	7.59% (\$56.21: \$39.74) 7.59% (\$180.32) 7.69% (\$180.32) 7.69% (\$237.36) 7.69% (\$294.61) 7.69% (\$294.61)					
3 YD 1X/WK 3 YD 2X/WK 3 YD 3X/WK 3 YD 5X/WK 3 YD 5X/WK	1108	0%27.14% (1%57.16%) 6%7.14% (51.16.08) 6%7.14% (51.16.08) 6%7.14% (52.14.90) 10%7.14% (53.06.73) 10%7.14% (53.06.73)	\$12.076 \$134.52 \$184.52 \$185.20 \$2.2076 \$185.20 \$2.2076 \$2.355.07 \$2.2076 \$3.15.55	\$3.1698 \$157.40 \$487.25 \$2.698 \$157.93 \$2.698 \$200.45 \$72.698 \$260.45 \$72.698 \$262.96 \$2.698 \$325.48					
4 YD 1X/WK 4 YD 2X/WK 4 YD 3X/WK 4 YD 4X/WK 4 YD 5X/WK 4 YD 6X/WK	116% 71173338 116% 7213338 116% 7215338 116% 7215338 116% 7215338 116% 7215338 116% 7215338 116% 721533422 116% 721537451	※ 71.49%   ※ 577.835   ※ 547.00   ※ 73.49%   ※ 5142.90   ※ 73.49%   ※ 5207.50   ※ 73.49%   ※ 5277.60   ※ 73.49%   ※ 533.6.67   ※ 73.4%   ※ 533.6.67   ※ 73.4%   ※ 5401.25   ※ 73.4%   ※ 5401.25   ※ 73.4%   ※ 5401.25   ※ 73.4%   ※ 7401.25   ※ 74.4%   ※ 74.4%   ※ 74.4%   ※ 74.4%   ※ 74.4%   ※ 74.4%   ※	2.07% \$80.26 \$46.16 2.07% \$1.46.43 2.17% \$212.63 2.17% \$272.60 \$2.07% \$244.99 2.17% \$411.16	8: 2.69% [**582.42					
6 YD 1X/WK 6 YD 2X/WK 6 YD 3X/WK 6 YD 4X/WK 6 YD 6X/WK 6 YD 6X/WK	1.16% 77°57879 \$47.28 1.16% 70°5145.52 1.16% 70°5145.52 1.16% 70°5212.25 1.16% 70°5212.25 1.16% 70°5212.25 1.16% 70°5212.25 1.16% 70°5212.25 1.16% 70°5212.25	##7149\$   \$58462   \$50.66   ##7149\$   \$555.91   ##7149\$   \$227.40   ##7149\$   \$228.91   ##7149\$   \$228.91   ##7149\$   \$2370.40   ##7149\$   \$370.40	\$572.076 \$585.51 \$551.91 \$72.076 \$5159.76 \$72.476 \$233.02 \$72.476 \$330.29 \$8.2.476 \$579.55 \$362.476 \$452.84	2.69% \$88.84 \$53.31 3.2.69% \$164.06 2.69% \$239.29 2.69% \$314.53 4.2.69% \$389.76 2.2.69% \$465.02					
96 Gallon 1X/WK 96 Gallon 2X/WK 96 Gallon 3X/WK 96 Gallon 4X/WK 96 Gallon 4X/WK	1.16%	157.14% 151275 157.14% 152.21 157.14% 152.21 157.14% 1558.64	2.47% \$13.06 2.47% \$24.81 \$2.47% \$56.57 2.47% \$48.31 2.47% \$60.02	2.69% \$13.41 2.69% \$23.48 2.69% \$23.48 2.69% \$27.55 2.69% \$49.61 2.69% \$61.71					
Commercial Organics Rate 64 Gallon 1X/WK				\$17.00					

P.O. Box 126 Fresno, CA 93707 Telephone (559) 490-3400 (Space Below for use of County Clerk only)

IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA

CITY OF FOWLER NOTICE OF HEARING TO DISCUSS AND CONSIDER A PROPOSED SECOND AMENDMENT TO THE CONTRACT FOR THE COLLECTION OF SOLID WASTE IN THE CITY AND REVISING THE RATES FOR SUCH SERVICE

MISC. NOTICE

STATE OF CALIFORNIA

**COUNTY OF FRESNO** 

I am a citizen of the United States and a resident of the County aforesaid: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of THE BUSINESS JOURNAL published in the city of Fresno, County of Fresno, State of California, Monday, Wednesday, Friday, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Fresno, State of California, under the date of March 4, 1911, in Action No.14315; that the notice of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

JUNE 3, 2016	
I declare under penalty of perjury that the foregoing is and correct and that this declaration was executed at California.	

JUNE 3, 2016

ON .....

DATE AND TIME OF PUBLIC **HEARING:** JUNE 14, 2016 AT 7:00 P.M.

### **DECLARATION OF PUBLICATION** (2015.5 C.C.P.)

CITY OF FOWLER
NOTICE OF PUBLIC HEARING
TO DISCUSS AND CONSIDER
A PROPOSED OF SECOND
AMENDMENT TO THE CONTRACT
FOR THE COLLECTION OF
SOLID WASTE IN THE CITY AND
REVISING THE RATES FOR SUCH
SERVICE

SERVICE: A meil ymno Densylver of the City Council Chambers located at 128 South 5th Street, Fowler, California, the City Council of the City of Fowler will discuss and consider the

following stems of the April 1 2009 Amended and Restated Solid Waste a Franchise Agreement with USA Waste of California ("2009 Franchise Agreement"), to provide solid

waste collection services in the City, and the city, and the collection services in the City, and the city, and the city a organic waste recycling component and

organic wasis, textening component and at \$17.00 per 64 gallon; lx/wk.

b. The proposed Second Amendment also changes the consumer price index ("CPI") used for annual rate adjustments from Western Urban All, Items to US Average, Garbage and Trash Collection more accurately track schanges in to more accurately track changes in industry costs. The Second Amendment

will also lower the maximum annual rate adjustment from 5% to 4%.

Any person interested may appear and be heard at the public hearing. Copies of the proposed Second Amendment and the updated service rates may be obtained by contacting the City Clerk at 559-834-3113 06/03/2016

Bigert deliver the