



AGENDA
RIO DELL CITY COUNCIL
REGULAR MEETING – 6:30 P.M.
TUESDAY, OCTOBER 1, 2013
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

WELCOME . . . By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

THE TYPE OF COUNCIL BUSINESS IS IDENTIFIED IMMEDIATELY AFTER EACH TITLE IN BOLD CAPITAL LETTERS

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

- 1) 2013/1001.01 - Present Proactive Policing Award to Officer Kevin D. Harralson 1

E. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Councilmembers present that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.

F. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".

- 1) 2013/1001.02 - Approve Minutes of the September 17, 2013 Regular Meeting
(ACTION) 2
 - 2) 2013/1001.03 - Approve Pay Request No. 19 to Wahlund Construction/Sequoia
Construction Specialties in the Amount of \$213,609.54 for Work
Related to the Wastewater Treatment Plant Upgrade and Disposal
Project (ACTION) 17
 - 3) 2013/1001.04 - Approve the Transfer of \$15,000 from the Wildwood Ave. Streetscape
Project Contingency Fund to the Project Account for Construction
Administration, Increasing it from \$40,000 to \$55,000 (ACTION) 28
 - 4) 2013/1001.05 - Approve Resolution No. 1211-2013 Establishing Fee for Processing
Checks that are Unpaid Because of Insufficient Funds or Similar
Reasons (ACTION) 30
 - 5) 2013/1001.06 - California Office of Traffic Safety DUI Task Force Grant
(RECEIVE & FILE) 32
 - 6) 2013/1001.07 - Authorize the City Manager to Sign the General Lease Right-of-Way
Agreement with State Lands Commission for the Installation, Use,
Operation, and Maintenance of a 14-inch Diameter Effluent Pipeline
Beneath the Eel River (ACTION) 39
 - 7) 2013/1001.08 - Approve Minor Amendment to Employee Handbook Section 3.1
Related to Probation Period (ACTION) 60
 - 8) 2013/1001.09 - Approve Resolution No. 1207-2013 Approving the Billable Rate for Staff
Time for FY 2013-14, Rescinding Resolution No. 1162-2012 (ACTION) 62
 - 9) 2013/1001.10 - Donation of Chairs to Non-Profit Organization (RECEIVE & FILE) 66
- G. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS
- 1) "SPECIAL CALL ITEMS" from Consent Calendar
 - 2) 2013/1001.11 - Determination of Public Access to Eel River at Painter St. (ACTION) 67
 - 3) 2013/1001.12 - Approve Change Order No. 8 Related to the Wastewater Treatment
Plant Upgrade and Disposal Project in the Amount of \$70,253.89
Including Purchase of Capital Items Totaling \$16,970.58 (ACTION) 69
- H. SPECIAL PRESENTATIONS

I. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2013/1001.13 - Approve Resolution No. 1210-2013 First Amendment to the City of Rio Dell Solid Waste and Recycling Franchise Agreement (**ACTION**) 72

J. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director
4. Community Development Director

K. COUNCIL REPORTS/COMMUNICATIONS

L. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS: **No Closed Session Items Scheduled**

M. ADJOURNMENT

*The next regular meeting will be on October 15, 2013
at 6:30 p.m. in City Hall Council Chambers*

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



To: Honorable Rio Dell City Council
From: Graham Hill, Chief of Police *GH*
Through: Jim Stretch, City Manager
Date: October 1st, 2013
Subject: Proactive policing Award – Kevin D. Harralson

Council Action

Facilitate issuing the Proactive Policing Award to Officer Kevin D. Harralson based on his performance as an employee of the Rio Dell Police Department over the last several months.

Background

The police department tries to recognize those employees who exceed the industry standards and their performance stands out amongst their peers. While we have always recognized employees under such circumstances we are making an effort to make that recognition publicly so the community will also have the opportunity to hear what our department and our officers are doing.

Performance is measured in many ways, but one of the more traditional methods and one of the methods that can be more easily visualized, is to view an employee's statistical performance. Despite facing some challenging staffing shortages over the last several months Officer Harralson led the department in arrests (felony and misdemeanor arrests). In addition to his statistical performance Officer Harralson did an excellent filling in where we had personnel shortages. Officer Harralson has also lead the department in DUI enforcement, participating in many of the 2012-2013 OTS DUI enforcement grant operations throughout the county.

Budgetary Impact

None

Recommendation

Take action as recommended.

**RIO DELL CITY COUNCIL
STUDY SESSION
REGULAR MEETING
SEPTEMBER 17, 2013
MINUTES**

The study session/regular meeting of the Rio Dell City Council was called to order at 5:30 p.m. by Mayor Thompson.

ROLL CALL: Present: Mayor Thompson, Councilmembers Johnson, Marks, Wilson and Woodall

Others Present: Study Session: City Manager Stretch, Finance Director Beauchaine, Community Development Director Caldwell, Wastewater Superintendent Chicora and City Clerk Dunham

Regular Meeting: City Manager Stretch, Chief of Police Hill, Finance Director Beauchaine, Community Development Director Caldwell, Water/Roadways Superintendent Jensen, Wastewater Superintendent Chicora and City Clerk Dunham

STUDY SESSIONS/SPECIAL PRESENTATIONS

Special Presentation Regarding Live Broadcast from Rio Dell City Hall Council Chambers
Sean McLaughlin, Executive Director, Access Humboldt

City Manager Stretch announced that Access Humboldt was present this evening to do a live broadcast of the meeting. He introduced Sean McLaughlin, Executive Director of Access Humboldt to provide a presentation and explain the system.

Mr. McLaughlin began by providing background on the initiation of local live broadcasts and said the local cities and the County got together to make sure they were getting the best use of cable services and they contracted with the Buske Group to review the Cable Franchise benefits and negotiate terms of the franchise agreements. He said during this process they dedicated fiber links to 20 sites throughout the County including one at Rio Dell City Hall. He said they are here this evening to test that fiber link by doing a live broadcast of the meeting and apologized for taking so long to do this. With the encouragement of the City Manager, they have been determining their production capacity so that they can potentially cover the City's meetings on a regular basis.

Mr. McLaughlin introduced the production crew; Juan Corello and Ethan Cardoza; and Jed Pinnell, the Digital Media Engineer who he said would not normally be here except for technical testing of the equipment.

Mr. McLaughlin went on to explain the process for broadcasting meetings and said they use a very straight forward approach so as not impose on the proceedings. He encouraged Councilmembers and staff to speak directly into the microphones to ensure quality recording.

Mr. McLaughlin said as agreed, he will be providing the City Manager with a cost of covering future meetings and noted that there will be no cost for the set up and testing including this evenings broadcast.

Mayor Thompson asked for public comment; there being no comments from the public, he called for Council comment.

Councilmember Marks asked if the costs will be broken down by line item or is the proposal a package deal. Mr. McLaughlin said the big cost factor would be to install permanent cameras but with that option, only 1 operator will be needed rather than 2 if they bring the cameras. He said they will be discussing with staff a couple options to consider.

Study Session Related to the Wastewater Rate Study with Bartle Wells Associates

Finance Director Beauchaine introduced Doug Dove from Bartle Wells Associates and said in 2012 they were engaged by the City to develop a new wastewater rate structure and to update the City's wastewater capacity fee. She explained that they were invited back once again to review the study and answer outstanding questions of the Council.

Mr. Dove proceeded with a power point presentation and explained the current wastewater rate is a flat rate of \$73.94 per equivalent dwelling unit (EDU) so a home with high wastewater flow pays the same as a home with low wastewater flow. He indicated that flat rate wastewater rate schedules are the common type of rate schedules throughout California.

Councilmember Wilson asked for percentages of flat rate schedules versus volume rate schedules. Mr. Dove estimated probably 2/3 of the rate schedules in the State use the flat rate method.

Mr. Dove pointed out that the City's current wastewater rates are the highest among the 12 districts surveyed. He then reviewed the recommended rate structure of \$51.15 per EDU plus a volume charge based on the previous winter water use. The volume charge for single family residences would be \$4.41 per unit (100 cubic feet) of water. He said a customer with an average winter water usage of 3 units would be billed a wastewater charge of \$64.38 representing a \$9.56 reduction from the current charge; whereas a customer using an average of 8 units would be billed \$86.43 representing a \$12.49 increase. He reiterated that the intent is to make the rate structure more equitable, primarily for low volume users who also tend to be low income/fixed income household.

Mr. Dove further explained the 4 recommended strength categories are defined as low, domestic, medium and high based on use type since some commercial users have a much larger impact on the wastewater system.

Councilmember Johnson asked how the 4 strength categories were established. Mr. Dove explained the categories were allocated by a strength analysis using statewide standards.

Mr. Dove said he is also recommending a cap on volume in case there is a leak or some other reason for an unusually high usage during the 3 winter months.

To address the Council's additional questions or concerns, Mr. Dove said the first question is whether a 3 month average to estimate residential wastewater flows is appropriate. Mr. Dove commented that if 5 or 6 months is used to determine the average flow, it may include some usage for irrigation and skew the numbers.

The next question is how the average consumption of 5 units used to establish a base amount compares to other districts and what the affect would be if it was increased to 6 units. Mr. Dove said the averages will be recalculated annually based on the same 3 month winter usage and base charges adjusted accordingly.

Councilmember Marks asked if the averages will be calculated in house and if public noticing will be required.

City Manager Stretch explained the recalculations will be done annually according to policy and no public noticing is necessary.

Finance Director Beauchaine commented that if the \$4.41 volume charge is increased, it will require going through the Prop 218 process.

The next question had to do with billing property owners versus tenants and whether the standby charge can be billed to the owner and the volume charge to the tenant.

Finance Director Beauchaine stated that the current billing system will only allow for 1 bill to be generated. Mr. Dove commented that other agencies provide the option for the owner to determine who will get the bill but ultimately the property owner is responsible for the bill.

The next question had to do with inactive accounts and if those accounts were included in the initial calculations for the rate study. Mr. Dove indicated that they were not included and there is an insignificant number of inactive accounts each month.

Another question that arose was how to charge a customer when there is no usage shown for the 3 winter months due to the property being vacant at that time. It was determined that the base rate of 5 units be used until such time an actual average is established. Mr. Dove pointed out that it is not fair to charge a new customer based on the prior customer's usage.

Councilmember Johnson asked if the same would apply to vacant restaurants. Mr. Dove said in that case, the prior usage could be used as an average.

Finance Director Beauchaine said her understanding is that the engineer will estimate the wastewater loads and flows for new commercial customers. Mr. Dove explained that is for new commercial accounts and not for the re-opening of an existing commercial account. Finance Director Beauchaine said she would like to see the same policy for both situations.

Mayor Thompson commented that the national water consumption average for a household of 5 is different than a household of 1 or 2 and said there are a lot of families here that use between 5 and 12 units/month which will result in a significant increase in their bill and asked how that can be addressed.

Mr. Dove explained the national average is based on 12 months and only the winter months will be used as the average so no irrigation usage will be included. He reiterated that he is recommending a cap of 15 units for the volume charge to eliminate excessively high bills.

Mayor Thompson expressed concern that there is really no way to ensure that the new proposed rates are revenue neutral. Mr. Dove commented that the rate structure was developed to reallocate the charges to customers in a more equitable way; maintaining revenue neutrality.

Finance Director Beauchaine pointed out that actual billing data was used to develop the proposed rate structure and that data reflects 66% of the rate payers using 5 or less units of water during winter months.

Councilmember Wilson asked how many years data was used. Mr. Dove commented that 2 years data was provided but data was taken from 1 year (2012).

Councilmember Woodall asked the reason for the 15 unit cap for customers that use more than that. Mr. Dove explained it is a common practice and there may be a lot of reasons for excessive usage such as gardens, leaky toilet or additional people in a household. He said this is a more practical and user friendly approach.

Finance Director Beauchaine asked if there is a reason to not set the cap at 20 units rather than 15. Mr. Dove commented that the 15 unit cap is standard practice among agencies with this type of rate structure. City Manager Stretch stated this is really a policy decision that can be determined by Council and staff.

Councilmember Marks said she wants to make sure the rates remain revenue neutral so they don't have to be recalculated.

Mr. Dove said his experience has been that a customer will come in with a \$300.00 bill with a 25 unit average and be very unhappy; the cap will help to mitigate those kind of complaints.

Councilmember Marks commented that if a residential customer is using an average of 25 units during the winter, they may very well be conducting “extra activities.”

Finance Director Beauchaine suggested another way to mitigate those issues is to establish an adjustment policy; if a customer can demonstrate they had a leak or a legitimate reason for the excessive usage, they can have the average recalculated. She said this would eliminate the need for a cap. Mr. Dove said this could be done but felt having a cap would be much easier.

Finance Director Beauchaine clarified that policy issues can be addressed when the City is ready to move forward with the new rate structure.

City Manager Stretch then provided a brief review of the Prop 218 process.

Councilmember Wilson commented that the presentation was certainly helpful in addressing the remaining questions and concerns of the Council.

At 6:25 p.m. a public hearing was opened to receive public input on the proposed wastewater rate study.

Gary Chapman commented that he likes both the idea of having a cap and an adjustment policy and asked if the idea is to have one of these options or both.

Mayor Thompson stated the policy issues will be worked out at a later time.

Gary Chapman also stated that he is in favor of a consumption base wastewater rate structure and feels a 3 month winter average is adequate. He asked for clarification that vacant properties will be charged a base rate; the response was that a \$51.15 standby charge will be charged on all vacant properties or inactive accounts.

Councilmember Johnson referred to the 4 strength groups/customer classes that were established in the rate study and said it is conceivable there will be new types of businesses established at some point. He suggested language be included to address a 5th strength group for potential business growth.

A brief recess was called at this time; 6:28 p.m.

The regular meeting reconvened at 6:35 p.m.

Mayor Thompson announced a study session was held from 5:30-6:30 and tonight’s meeting is being broadcast live by Access Humboldt.

PUBLIC PRESENTATIONS

None

CONSENT CALENDAR

City Clerk Dunham stated there were no recommended changes or corrections made to the draft minutes as submitted.

Councilmember Wilson asked that Item No. 5 related to the ADA Project be removed from the consent calendar and placed under *Special Call Items* for separate discussion.

Motion was made by Johnson/Wilson to approve the consent calendar including the approval of minutes of the September 3, 2013 regular meeting; authorizing the City Manager to execute a contract amendment with Kurt Hurtzer Inspection Services extending construction management and inspection services through October 31, 2013 for the Wastewater Treatment Plant Upgrade and Disposal Project; to receive and file the Draft 2013 Hazard Mitigation Plan; and to receive and file the Audited Financial Statements for FY 2011-2012; Motion carried 4-0; with Councilmember Marks abstaining from vote on approval of the September 3, 2013 regular meeting minutes.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Approve Addition to Include Stairway from Upper Parking Lot to Existing Back Door of City Hall Including Minor Concrete Work to the 2013-14 ADA Project

Councilmember Wilson asked if staff was still working with the architect on the project budget and we simply want to add to the current scope of work. City Manager Stretch said that is correct in that we don't yet have a cost from the architect or engineers for the ADA ramp upgrade, the new entrances to City Hall or this item. He said the sole purpose is to add this to the current scope of work for this year rather than next.

Mayor Thompson asked if a new door going into the kitchen should also be included with the new stairway. City Manager Stretch explained what he has in mind is a little simpler but if we add a door it will have to be an ADA rated door. He said the stairway he envisioned will come fairly close to the existing back door. He said the question is whether that door is an ADA door; he hasn't measured it but if it is not, a door would need to be installed straight into the kitchen which is part of the planning process. He commented that with employees no longer parking in the front parking lot, access from the back parking lot needs to be improved.

Motion was made by Wilson/Woodall to approve addition to include stairway from the upper parking lot to existing back door of City Hall, including minor concrete work to the 2013-14 ADA Project. Motion carried 5-0.

City Engineer Verbal Project Status Report – Merritt Perry

City Engineer Perry provided a brief status report of current projects. Beginning with the Wildwood Avenue Streetscape Improvement Project, he reported the project is approximately half way complete and on schedule. He said in 2-3 weeks, the plants will be in and the prep work for plantings done. He noted that the contractor also has a majority of control wiring in for the irrigation. They are making good progress and expect them to complete the project within the 80 days allowed in the contract. He said he is in the process of working with staff on a change order for the modification of the island widths which will represent a modest decrease in cost.

Next was an update on the Safe Routes to School Project. City Engineer Perry said improvements on Davis St. are nearly complete and there are a few punch list items outstanding such as relocating one of the signs and other minor work. He said the project also includes a lighted pedestrian crosswalk and after that is installed they will just be waiting for the power and the system will be up and running.

With regard to the Water Infiltration Gallery modifications, he reported all 3 permits necessary to begin were received except the one to the Army Corp of Engineers which is an emergency permit which only covers this one instance. The other 3 permits allow any necessary work to happen on the river bar over the next 5 years. He said he also prepared an application for a 5 year permit with the Army Corp of Engineers.

City Engineer Perry then reported that provided the Council approves the item on tonight's agenda, he will be working on a concept plan to better identify the boundaries in the Northwestern Ave, area.

Councilmember Johnson asked if the 2 construction projects are on time and budget and if there are any disputes or requests for additional compensation.

City Engineer Perry said the contractors made some changes early on which were insignificant in the overall scope of the project. He noted that both projects are progressing on time as scheduled and that he is very pleased with the work of both contractors.

Declare (2) Real Properties Surplus to the City and Authorize Appraisals to Determine Values in Preparation to Sell

City Manager Stretch referred to the amended staff report and said the purpose of this agenda item is to declare real properties surplus and authorize appraisals to determine values in preparation to sell. He said he identified 4 parcels that are really surplus to the funds they belong to and have been for a number of years. He said the first parcel is the Monument Springs property and said it is clouded by a number of issues and staff recently worked with a specialty surveyor and the City Attorney to dig into these issues and find clarity. With this said, the City is ready to move forward. The recommendation is to declare the Monument Springs surplus property and proceed with the appraisal in preparation to sell.

City Manager Stretch said the second property is 262 ½ Belleview Ave. which is a 1.2 acre parcel that was acquired as a well site in 1980 but was abandoned due to low flows.

City Manager Stretch said the 2 properties that were added to the amended staff report are 2 parcels which are located at the former Eel River Sawmills site. The first is a .4 acre parcel that contained one of the City's wells and the other is a small 100 sq. ft. parcel that also contained a well. He noted that 2 of the 4 wells were disconnected from the system because of high levels of manganese and iron so these 2 sites are not usable for potable water. The use of the wells were discontinued in 2006 when the infiltration gallery in the Eel River was constructed.

He reviewed the recommendation and said there are a number of technicalities dealing with the sale of surplus property and he will work with the City Attorney on those details.

Councilmember Johnson asked if there is a deeded easement for access on the properties at the Eel River Industrial Park. City Manager Stretch responded that there is a deeded easement that goes with the property.

Councilmember Johnson then asked if any of the 4 parcels will need to be surveyed to define property lines.

City Manager Stretch stated that he had not planned on having the Monument Springs property surveyed as he believes monuments have been established.

Community Development Director Caldwell commented that he will check records of survey to see if monuments have been established on the Belleview property and one of the agenda items tonight will authorize the survey of the 2 well site parcels. He agreed to let Councilmembers know via email regarding the records of survey on the Belleview property.

Councilmember Marks asked if these parcels cost the City anything at this time or if the City will incur any expense by holding on to them.

Finance Director Beauchaine stated property values are calculated into the City's insurance costs.

Councilmember Marks asked if the decision is made to move forward and the parcels are sold, will the proceeds simply go back into the fund or is there a specific asset the City plans to purchase.

City Manager Stretch explained that is a policy decision of the City Council but as he previously informed them, it has been suggested that the funds be put towards the purchase of a water clarifier or some other equipment. He noted that the funds cannot be used for anything unless related to the water fund.

Councilmember Marks expressed concern that when you have an asset and you sell it, you should use the money to purchase another asset instead of depositing the money into the fund and using it for supplies. Unless a particular asset is defined, those funds could be used for general operations. She said by approving the appraisal, the Council is taking the steps to sell the property without defining the use of the money; she reiterated that there should be an asset for an asset.

Finance Director Beauchaine explained that if the Council designates the money to go back into Water Capital for that activity, it will not be authorized to be utilized for anything else unless the City Council makes an exception. She further explained in the water the City has the Water Fund, Water Capital Fund and the Water Debt Service and each fund is segregated to be used for the purpose it specifies and the only time it can be used is if the Council authorizes staff to do so. If property is sold and the proceeds are put into Water Capital those funds cannot be used for anything except capital purchases which generally means anything over \$5,000 and anything over \$25,000 for infrastructure.

Councilmember Marks asked if the Council can restrict the money for a particular purchase before going forward. City Manager Stretch pointed out that we don't even know the values of the properties yet.

Finance Director Beauchaine said before staff would be able to spend any of the money the Council would have to authorize it so the Council will have the opportunity to propose or dispose of any potential ideas for spending those funds when presented for consideration.

Councilmember Marks stated that she doesn't see the need to sell the property at this time.

City Manager Stretch said as the Council is aware, staff has difficult time making water during winter because of the turbidity. He said the current system does not knock down the solids the way it should and is looking at over \$500,000 for a new clarifier. He said although the proceeds from the sale of these properties will not be enough, he can't think of a better use for the money. He said if the Council wants to be so specific to say that the money must be used for a new clarifier they can, and said again that the money is not going anywhere.

Mayor Thompson asked for public comment on the matter.

Bud Leonard stated that he understands the parcel on Belleview Ave. is a flag lot and if someone buys it, there is potential to build 2-3 homes. He commented that there is a lot down the road from there for sale at \$145,000 and it is about one-half the size of the City's parcel.

Community Development Director Caldwell commented that the property is 1.2 acres so it could be subdivided which definitely gives the property value. He said the appraisal will identify potential development opportunities.

Gary Chapman, 921 Hilda Ct. commented that he is a definite believer in selling surplus property because any property that is in the ownership the City is a cost to the City; if the property is privately owned, the City receives property taxes from it. He said surveys may not be necessary as he believes the title search will identify boundaries.

Community Development Director Caldwell explained a title report identifies meets and bounds and description of the parcel which is primarily on paper. In order to find exactly where that is on the ground you need to do a survey.

Mayor Thompson said his only comment is that property values crashed about 4 or 5 years ago but are now coming back. He said by the time the properties are put on the market, values will probably be at a high point so he thinks it is a good time to move forward and put the money into something the City really needs.

Motion was made by Woodall/Johnson to declare real estate parcels identified by APN's 052-061-057, 205-041-014, 205-111-026 and 027 as surplus to City use and available for sale after values are determined; authorize the City Manager to order appraisals for the 4 properties mentioned in anticipation of public sale; authorize the City Manager, if necessary, to enter into a real estate agent sales agreements with one or more Real Estate Brokers and negotiate commissions for the sale of the 4 properties; let it be known to the public that the City Council retains the authority unto itself to accept or reject any offer for the purchase of surplus City property; and direct staff to consult with the City Attorney as to the required surplus property process.

City Manager Stretch stated for clarification that there are 5 recommendations outlined in the staff report and the 6th recommendation as suggested by a councilmember is that the funds be deposited into the Water Capital fund and asked if that is the consensus of the Council; otherwise the money will be deposited into the Water Fund and can be used for a number of purposes.

The motion on the floor was amended to include recommendation No. 6 as discussed. Motion then carried 5-0.

Approve \$15,000 Transfer from General Fund Reserve for Boundary Survey and Preparation of Prop 84 Grant Application for Drainage Improvements in the Northwestern Ave. Area and Authorize the City Manager to Execute Agreement with GHD Engineering

City Manager Stretch provided a brief staff report and said the City annexed the former Eel River Sawmill site into the City back in 2009 and when it did so apparently inherited a drainage problem caused by an unusual amount of sediment that flows out of the hills down into the drains channels and floods culverts and ditches. The City then has to take equipment out there and try to fix the situation and alleviate the flooding. He said staff has been looking for a solution to the problem and believes that Prop 84 does provide monies that are a pretty good fit. He commented that it would be a great project to identify because when that system is plugged, that water naturally flows across the former sawmill site which is an EPA declared

contamination site. He said it also flows into the ditches and culvert under the highway which is not a good idea. This will solve the City's problem and potential pollution problem in the Eel River. He said the one thing the City does not have is monuments as to where the corners are, noting that there are a lot of private ownerships as well as the railroad and the County and we don't know where the boundaries are or culverts in regard to the City's ownership and need to define by survey before we can put together a good strong Prop 84 grant application. He noted that the deadline for submittal of the application is is October 17th and is fast approaching. He said there needs to be approximately \$15,000 available for the survey and to also prepare the application to address sedimentation and flooding issues. He stated the last recommendation is to authorize the City Manager to execute agreements with a land surveyor and GHD Engineering to accomplish the work.

Councilmember Johnson asked if the \$15,000 will be recoverable if the City gets the grant. City Manager Stretch explained it is pretty typical that work you do preparatory to the grant application is on you.

Mayor Thompson asked for public comment on the proposed action. There were no public comments received.

Councilmember Marks asked what happens if this is not on City property and the drainage is not the City's problem. City Manager Stretch said that could be the case which is why the boundaries need to be defined. He said even if the City is not successful in getting Prop 84 monies, boundaries still need to be identified.

Councilmember Marks questioned the City Engineer about the previous easement issue with Dennis Wendt and whether the boundaries were established at that time.

City Engineer Perry stated the City did remove 1 easement and expand another at the north end of the former sawmill site but boundaries were not established for this area.

Motion was made by Johnson/Wilson to approve the transfer of \$15,000 from the General Fund Reserve to the Capital Improvement Budget Unit for a survey of City boundaries, road right-of-ways and drainage courses in the Northwestern Ave. area, and for the preparation of a Proposition 84 grant application for drainage improvements in the area; and authorize the City Manager to execute agreements with a Land Surveyor and GHD Engineering to accomplish the work. Motion carried 5-0.

Approve Adding Colors to City Hall

City Manager Stretch provided a staff report and said the existing sign at City Hall is a beautiful redwood sign that over time seems to lack contrast or definition. It has been suggested the City could perhaps put wash color paint on it to bring out certain details of the sign. He said he has been talking with designer, Marion Brady and she has provided different examples for the sign.

He noted that all 3 renditions have a stone flower bed at the base which will finish off the look of the sign. He noted that a very scientific staff poll was done and these examples were favorites. He asked for a consensus of the Council so the project can move forward. Also, it is a courtesy to make contact with the original sign designer but since he can't locate him, he can't pay him that courtesy. Councilmembers Woodall and Marks selected the design with teal colored lettering on "City Hall" and Mayor Thompson and Councilmembers Johnson and Wilson selected the design with black lettering on "City Hall." City Manager Stretch commented that staff also preferred the black lettering.

Motion was made by Wilson/Marks to approve adding colors to the City Hall sign to include black lettering as selected. Motion carried 5-0.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Second Reading (by title only) and Adoption of Ordinance No. 306-2013 Amending the Fence Regulations, Chapter 17.30.090 of the Rio Dell Municipal Code

Community Development Director Caldwell provided a staff report and said the introduction and first reading of the ordinance was done at the September 3rd regular meeting, recommending an amendment to the existing fence regulations to allow fences up to six (6) feet in height on exterior side yards outside the required visibility triangle. He reviewed the required findings and recommended approval of the ordinance.

A public hearing was opened to receive public comment on the proposed text amendment. Being no public comment, the public hearing closed.

Motion was made by Wilson/Woodall to conduct second reading (by title only) and adopt Ordinance No. 306-2013 amending the Fence Regulations, Section 17.30.090 of the Rio Dell Municipal Code, and to direct the City Clerk, within 15 days after adoption of the Ordinance, to post an adoption summary with the names of those City Council members voting for or against, or otherwise voting in at least 3 public places and to post in the office of the City Clerk a certified copy of the adopted Ordinance pursuant to Section 36933(a) of the California Government Code. Motion carried 5-0.

Second Reading (by title only) and Adoption of Ordinance No. 307-2013 Amending Ordinance No. 286-2012, Chapter 13.10.130 of the Rio Dell Municipal Code, Fees for New Sewer Connections

Finance Director Beauchaine provided a staff report and said Bartle Wells Associates was engaged by the City to develop a new wastewater rate structure and to update the City's wastewater capacity fee. After several discussions the Council directed staff to proceed with adoption of the recommended wastewater connection fee which will be increased from \$950 to \$5,220 for each individual dwelling, residence, building, or separate service to any multiple use consumer on any parcel or parcels under the same ownership. She explained non-residential

projects will be charged \$5,220 for each new service per Equivalent Dwelling Unit (EDU) count as determined by the City Engineer, based on flow and strength. She commented that the introduction and first reading of the ordinance (by title only) was done at the September 3rd regular meeting and the recommendation now is to approve the ordinance.

A public hearing was opened to receive public comment on the proposed ordinance amendment.

Gary Chapman, 921 Hilda Ct. commented that the only thing he is not clear on is whether this connection applies to both water and sewer connections. He stated that he is in favor of the increased connection fee as proposed. Finance Director Beauchaine stated this fee relates to wastewater connections only.

There being no further public comment, the public hearing closed.

Motion was made by Johnson/Marks to conduct second reading (by title only) and adopt Ordinance No. 307-2013 amending Ordinance No. 286-2012, Chapter 1310.130 of the Rio Dell Municipal Code, Fees for New Sewer Service Connections and direct the City Clerk, within 15 days after adoption of the Ordinance, to post an adoption summary with the names of those City Council members voting for or against, or otherwise voting in at least 3 public places and to post in the office of the City Clerk a certified copy of the adopted Ordinance pursuant to Section 36933(a) of the California Government Code. Motion carried 5-0.

REPORTS/STAFF COMMUNICATIONS

City Manager Stretch reported on recent activities and events and stated as the Council is aware, the City applied for a CDBG grant in the amount of \$100,000 to do a drainage plan of the Ogle/Belleview area which floods frequently. He announced that he received a notice on September 12th that the grant was approved which is great news since there was a lot of competition. He said the grant will fund site investigations, topo surveys, hydrological and environmental analysis and conceptual design. He reported the Council also approved \$62,000 in this year's budget in anticipation of getting the grant to take that additional step. He said this is a conceptual design and actual plans and specs are what is required to compete for grant funds next year to implement the plans and specs. He commented that work will begin as soon as possible.

Next, he reported that for a number of years, the City has been in conversations with the Rio Dell School District about the lands the City leases from them for recreational purposes including the tennis courts and baseball fields, and he recently met with the School Superintendent, Mary Varner and asked her to mention to the School Board that the City is still interested in acquiring that land as a gift. He said the School District has been agreeable to this over time but it hasn't come to fruition for some reason. He said the school has mentioned that they have too much property to maintain and if he can work out the details and it becomes part of the the City's property, then the City can compete for recreation grants to improve it.

City Manager Stretch then announced that he and Councilmember Johnson will be leaving tomorrow to attend the League of California Cities Annual Conference in Sacramento. He said also the State Lands Commission will be having a hearing on the City's application for the horizontal drilling on Friday morning so they will be attending that since the meeting is across the street from the conference.

City Manager also reported that the Water/Roadways Superintendent advised that the infiltration gallery maintenance will occur on the 19th and that he has notified all of the necessary people. He said he will also be working with the Arts community to develop policies for the City Council to consider with regard to the selection, placement and rotation of art within the median. He said it is best to talk about the details and develop policies so everything is resolved ahead of time.

Chief of Police Hill provided an overview of the Monthly Police Activity Report as submitted and said in regard to personnel, he is still down 1 officer due to a non-work related injury; in regard to Code Enforcement, they are working with the Community Development Director on ways to address the different code enforcement issues around town; hoped to have one of the new police vehicles delivered by next week; still waiting to hear back from the County regarding the equipment ordered through the Homeland Security Grant; has been working with the municipal police chiefs on AB 109 legislation regarding the realignment of state prisoners, and as part of that legislation the municipal police chief's received a sum of money to assist municipal agencies in dealing with the additional enforcement issues. He said they created a data sharing project that will allow agencies to share crime information through a computer database and the proposal allocates funding for each participating municipal agency for a 3 year period; he said although it has not been finalized, he is expecting to receive in excess of \$20,000.

Finance Director Beauchaine reported on recent activities in the finance department and said she had the pleasure of attending the California Association of Joint Powers Authority (CJAPA) last week and attended sessions on Actuarial Study Analysis, Social Media in the Workplace, Financial Analysis of the JPA, Legislative Updates and Succession Planning, and also an Adhoc Committee meeting to address SCORE's JPA loss control needs with termination of the loss control consultant's contract.

Finance Director Beauchaine also reported that she utilized the services of the contract accountant to close out FY 2011-2012, stating that she was here for 2 weeks and accomplished everything proposed; said she is completing preparation for the preliminary budget for FY 2012-2013; scheduled the Citywide Audit and TDA Audit; and said the recruitment for a Senior Fiscal Assistant opened and the ad will run on Friday.

Community Development Director Caldwell reported on recent activities in the planning department and said the Planning Commission had a study session on September 11th to continue discussion of the Land Use Matrix which will be a long process but very much needed. He said

at the next regular meeting on September 25th will be Design Review for the Dollar General and encouraged councilmembers to attend.

Wastewater Superintendent Chicora provided a brief update on the Wastewater Treatment Plant Upgrade and Disposal Project and said the contractor is finishing work on the operations building and hopefully will be able to move in, in about 3 weeks. He also reported that they are sending up a representative from Thermo Flyght to check on the status of the sludge dryer.

Councilmember Johnson asked if they have been able to isolate the fuel cost for running the dryer yet; Wastewater Superintendent Chicora responded that they haven't yet but hopefully would be able to soon.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Johnson said he would be leaving for the Annual League of California Cities Conference and was looking very much forward meeting counterparts and developing new contacts.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 7:46 p.m. to the October 1, 2013 regular meeting.

Jack Thompson, Mayor

Attest:

Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562



TO: Mayor and Members of the City Council
THROUGH: Jim Stretch, City Manager
FROM: Stephanie Beauchaine, Finance Director
DATE: September 27, 2013
SUBJECT: Wahlund/Sequoia Construction Pay Request #19

RECOMMENDATION

Approve Pay Request

BUDGETARY IMPACT

Pay Request #19 in the amount of \$213,609.54 will be funded through the State Water Resources Control Board (SWRCB) financing agreement project number C-06-7401-110 totaling \$12,980,859.

BACKGROUND AND DISCUSSION

The work subject to this pay request is related to the horizontal drilling of the WWTP effluent disposal line under the Eel River, and completion of the operations building at the public works corporation yard.

Pay Request #19 has been approved for payment by the City's Construction Manager and City Manager.

Progress Payment Summary

Owner: City of Rio Dell
Project Title: Rio Dell Wastewater Treatment Plant Upgrade and Disposal

Job #: 24-11
Payment #: 19
Period Ending: 30-Sep-13

1. Analysis of Authorized Contract Amount to Date

a. Authorized Contract Work Amount	\$ 10,631,000.00
b. Total Change Orders Work Amount	\$ 75,287.08
c. Adjusted Contract Amount to Date	\$ 10,706,287.08

2. Analysis of Work Performed

a. Contract and Change Orders Performed to Date	\$ 9,232,296.26
b. Retainer, 5%	\$ 461,614.81
c. Net Contract Work to Date	\$ 8,770,681.45
d. Previous Billed	\$ 8,557,071.91
e. Balance Due This Period	\$ 213,609.54

3. Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on the Schedule of Values are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions.

All previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

Wahlund Construction, Inc.,/
Sequoia Construction Specialties
Contractor

Ken Wahlund
Authorized Representative

Date: 9/25/2013 Title: Joint Venture Administrator

4. Certification of Construction Manager

I certify that I have checked and verified the above and foregoing Schedule of Values; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the Contractor; that all work and/or material included in this Progress Payment Summary has been inspected by me and/or my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with the requirements of the referenced contract; and that the payment due to the Contractor is correctly computed on the basis of work performed and/or material supplied to date.

[Signature]
Construction Manager

Date: 9/25/13

5. Approval for Payment

[Signature]
City Manager

Date: 9-27-13

**WAILUND CONSTRUCTION, INC./
SEQUOIA CONSTRUCTION SPECIALTIES**
A Joint Venture
License No. 855841
Eureka Office: 707-268-0150 Fax 707-268-0137

**Rio Dell Wastewater Treatment
Plant Upgrade and Disposal Project**
HDR Project No. 152932

To City of Rio Dell
675 Wildwood Avenue
Rio Dell, California 95562

Pay Request No.: 19
Period Ending: 09/30/13

Item	Description of Item	Qty	Unit	Unit Cost	Total Cost	Previous		This Period		Total To Date	
						Qty	\$	Qty	\$	Qty	\$
1	Bid Item 1 Sheeting, shoring and bracing or equivalent method conforming to applicable safety order.	1	LS	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	100%	\$ 5,000.00
Bid Item 1 Total					\$ 5,000.00		\$ 5,000.00		\$ -		\$ 5,000.00
2	Bid Item 2 Over-excavation and disposal of undesirable material and compaction of fill material under biological treatment facility as defined in Section 02200 of the specifications.	2,500	CY	\$ 35.00	\$ 87,500.00	2,500	\$ 87,500.00	0	\$ -	2,500	\$ 87,500.00
Bid Item 2 Total					\$ 87,500.00		\$ 87,500.00		\$ -		\$ 87,500.00
3	Bid Item 3 14- inch recycled water pipeline from Station 1+50 (+/-) to Station 101+50 (+/-), including all appurtenances as required to complete work.	10,000	LF	\$ 108.00	\$ 1,080,000.00	10,000	\$ 1,080,000.00	0	\$ -	10,000	\$ 1,080,000.00
Bid Item 3 Total					\$ 1,080,000.00		\$ 1,080,000.00		\$ -		\$ 1,080,000.00
4	Bid Item 4 Recycled water pipeline from Station 101+50 (+/-) to Station 201+50 (+/-), including all work in Caltrans right-of-way.										
4.1	Surveying & Engineering Design	1	LS	\$ 68,250.00	\$ 68,250.00	0%	\$ -	90%	\$ 61,425.00	90%	\$ 61,425.00
4.2	Geotechnical Report	1	LS	\$ 42,525.00	\$ 42,525.00	0%	\$ -	100%	\$ 42,525.00	100%	\$ 42,525.00
4.3	SLC Lease, SEIR, Permitting, Calcs, CEQA Plus, etc.	1	LS	\$ 71,000.00	\$ 71,000.00	0%	\$ -	100%	\$ 71,000.00	100%	\$ 71,000.00
4.4	Construction Administration	1	LS	\$ 58,800.00	\$ 58,800.00	0%	\$ -	25%	\$ 14,700.00	25%	\$ 14,700.00
4.5	Open Cul Casing & Pipe Installation	1	LS	\$ 241,000.00	\$ 241,000.00	0%	\$ -	0%	\$ -	0%	\$ -
4.6	Jack & Bore Casing & Pipe Installation	1	LS	\$ 149,000.00	\$ 149,000.00	0%	\$ -	0%	\$ -	0%	\$ -
4.7	HDD Piping Installation	1	LS	\$ 869,425.00	\$ 869,425.00	0%	\$ -	0%	\$ -	0%	\$ -
Bid Item 4 Total					\$ 1,500,000.00		\$ -		\$ 189,650.00		\$ 189,650.00
5	Bid Item 5 All work at disposal site on north side of Eel River outside of Caltrans right-of-way.										
5.1	Site Clearing	1	LS	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00
5.2	Earthwork	1	LS	\$ 289,475.00	\$ 289,475.00	100%	\$ 289,475.00	0%	\$ -	100%	\$ 289,475.00
5.3	Distribution and Turnout Boxes	1	LS	\$ 15,000.00	\$ 15,000.00	100%	\$ 15,000.00	0%	\$ -	100%	\$ 15,000.00
5.4	Precast Concrete Pump Station	1	LS	\$ 28,000.00	\$ 28,000.00	100%	\$ 28,000.00	0%	\$ -	100%	\$ 28,000.00

5.5	Pump Station Base & Equipment Pad	1	LS	\$ 6,825.00	\$ 6,825.00	100%	\$ 6,825.00	0%	\$ -	100%	\$ 6,825.00
5.6	Overflow Valve Concrete Pads	1	LS	\$ 20,475.00	\$ 20,475.00	100%	\$ 20,475.00	0%	\$ -	100%	\$ 20,475.00
5.7	Hydroseeding	1	LS	\$ 54,059.25	\$ 54,059.25	100%	\$ 54,059.25	0%	\$ -	100%	\$ 54,059.25
5.8	Submersible Non-Clog Tailwater Pumps	1	LS	\$ 32,386.10	\$ 32,386.10	100%	\$ 32,386.10	0%	\$ -	100%	\$ 32,386.10
5.9	REW Piping	1	LS	\$ 150,000.00	\$ 150,000.00	97.81%	\$ 146,717.52	0.00%	\$ -	97.81%	\$ 146,717.52
5.10	DFD Piping	1	LS	\$ 145,000.00	\$ 145,000.00	100%	\$ 145,000.00	0%	\$ -	100%	\$ 145,000.00
5.11	Tailwater Pump Piping - Material	1	LS	\$ 20,002.50	\$ 20,002.50	100%	\$ 20,002.50	0%	\$ -	100%	\$ 20,002.50
5.12	Tailwater Pump Piping - Labor	1	LS	\$ 7,381.50	\$ 7,381.50	100%	\$ 7,381.50	0%	\$ -	100%	\$ 7,381.50
5.13	Tailwater Pump Installation per D04	1	LS	\$ 6,460.65	\$ 6,460.65	100%	\$ 6,460.65	0%	\$ -	100%	\$ 6,460.65
5.14	HDG Bar Grating 2x per 1/D03	1	LS	\$ 2,625.00	\$ 2,625.00	100%	\$ 2,625.00	0%	\$ -	100%	\$ 2,625.00
5.15	PVC Stilling Well per D04	1	LS	\$ 2,310.00	\$ 2,310.00	100%	\$ 2,310.00	0%	\$ -	100%	\$ 2,310.00
				Bid Item 5 Total	\$ 795,000.00		\$ 791,717.52		\$ -		\$ 791,717.52
6	Bid Item 6										
	All work as required per the MMRP as outlined in Specification Section 01560	1	LS	\$ 70,000.00	\$ 70,000.00	95%	\$ 66,500.00	0%	\$ -	95%	\$ 66,500.00
				Bid Item 6 Total	\$ 70,000.00		\$ 66,500.00		\$ -		\$ 66,500.00
7	Bid Item 7										
	Storm Water Pollution Prevention Plan and Implementation per Specification Section 02271.	1	LS	\$ 10,500.00	\$ 10,500.00	95%	\$ 9,975.00	0%	\$ -	95%	\$ 9,975.00
				Bid Item 7 Total	\$ 10,500.00		\$ 9,975.00		\$ -		\$ 9,975.00
8	Bid Item 8										
	All other work as indicated on the project plans and defined in the project specifications										
8.1	Bidding Requirements										
8.1.1	Performance & Payment Bond	1	LS	\$ 82,000.00	\$ 82,000.00	100%	\$ 82,000.00	0%	\$ -	100%	\$ 82,000.00
8.1.2	Insurance	1	LS	\$ 88,000.00	\$ 88,000.00	100%	\$ 88,000.00	0%	\$ -	100%	\$ 88,000.00
				Bidding Requirements Total	\$ 170,000.00		\$ 170,000.00		\$ -		\$ 170,000.00
8.2	General Requirements										
8.2.1	Mobilization	1	LS	\$ 156,250.00	\$ 156,250.00	100%	\$ 156,250.00	0%	\$ -	100%	\$ 156,250.00
8.2.2	Demobilization	1	LS	\$ 25,000.00	\$ 25,000.00	0%	\$ -	0%	\$ -	0%	\$ -
8.2.3	Plumbing Mobilization	1	LS	\$ 21,000.00	\$ 21,000.00	100%	\$ 21,000.00	0%	\$ -	100%	\$ 21,000.00
8.2.4	Field Engineering & Surveying	1	LS	\$ 10,000.00	\$ 10,000.00	98%	\$ 9,800.00	1%	\$ 100.00	99%	\$ 9,900.00
8.2.5	Administration Requirements	1	LS	\$ 252,000.00	\$ 252,000.00	100%	\$ 252,000.00	0%	\$ -	100%	\$ 252,000.00
8.2.6	Construction Schedules	1	LS	\$ 2,000.00	\$ 2,000.00	99%	\$ 1,980.00	0%	\$ -	99%	\$ 1,980.00
8.2.7	Submittals	1	LS	\$ 18,000.00	\$ 18,000.00	99%	\$ 17,820.00	0%	\$ -	99%	\$ 17,820.00
8.2.8	Temporary Offices, Sanitation, etc.	1	LS	\$ 54,000.00	\$ 54,000.00	100%	\$ 54,000.00	0%	\$ -	100%	\$ 54,000.00
8.2.9	Project Sign	1	LS	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00
8.2.10	Construction Photographs	1	LS	\$ 500.00	\$ 500.00	100%	\$ 500.00	0%	\$ -	100%	\$ 500.00
				General Requirements Total	\$ 540,250.00		\$ 514,850.00		\$ 100.00		\$ 514,950.00
8.3	WWTP Sitework										
8.3.1	Sludge Drying Bed Demolition	1	LS	\$ 45,750.00	\$ 45,750.00	100%	\$ 45,750.00	0%	\$ -	100%	\$ 45,750.00
8.3.2	Misc. Existing Tanks & Buildings Demolition	1	LS	\$ 18,459.00	\$ 18,459.00	100%	\$ 18,459.00	0%	\$ -	100%	\$ 18,459.00
8.3.3	Staging Area Earthwork & Grading	1	LS	\$ 25,000.00	\$ 25,000.00	100%	\$ 25,000.00	0%	\$ -	100%	\$ 25,000.00
8.3.4	Staging Area Temporary Fencing	1	LS	\$ 1,500.00	\$ 1,500.00	100%	\$ 1,500.00	0%	\$ -	100%	\$ 1,500.00

8.3.5	Hot Mix Asphalt Paving	1	LS	\$ 38,287.20	\$ 38,287.20	20%	\$ 7,657.44	0%	\$ -	20%	\$ 7,657.44
8.3.6	Canopy Slab @ CL2 Bldg	1	LS	\$ 5,250.00	\$ 5,250.00	100%	\$ 5,250.00	0%	\$ -	100%	\$ 5,250.00
8.3.7	Canopy Slab @ Ops Bldg	1	LS	\$ 7,350.00	\$ 7,350.00	100%	\$ 7,350.00	0%	\$ -	100%	\$ 7,350.00
8.3.8	Generator Slab	1	LS	\$ 13,125.00	\$ 13,125.00	100%	\$ 13,125.00	0%	\$ -	100%	\$ 13,125.00
8.3.9	CL2 Mixer Concrete Repair	1	LS	\$ 4,200.00	\$ 4,200.00	0%	\$ -	0%	\$ -	0%	\$ -
8.3.10	Chem Storage Slab	1	LS	\$ 4,200.00	\$ 4,200.00	0%	\$ -	0%	\$ -	0%	\$ -
8.3.11	3 Steel Canopies	1	LS	\$ 36,163.05	\$ 36,163.05	100%	\$ 36,163.05	0%	\$ -	100%	\$ 36,163.05
8.3.12	3 Bollards per C02	1	LS	\$ 2,702.70	\$ 2,702.70	100%	\$ 2,702.70	0%	\$ -	100%	\$ 2,702.70
8.3.13	Static Mixer & Chlorine Injection Precast Vault	1	LS	\$ 16,500.00	\$ 16,500.00	100%	\$ 16,500.00	0%	\$ -	100%	\$ 16,500.00
8.3.14	Existing Control Room Door	1	LS	\$ 12,600.00	\$ 12,600.00	100%	\$ 12,600.00	0%	\$ -	100%	\$ 12,600.00
8.3.15	Existing Control Room Roof	1	LS	\$ 22,575.00	\$ 22,575.00	100%	\$ 22,575.00	0%	\$ -	100%	\$ 22,575.00
WWTP Sitework Total				\$ 253,661.95			\$ 214,632.19		\$ -		\$ 214,632.19
8.4	Yard Piping										
8.4.1	12" Effluent Piping	1	LS	\$ 60,000.00	\$ 60,000.00	100%	\$ 60,000.00	0%	\$ -	100%	\$ 60,000.00
8.4.2	12" Influent Piping	1	LS	\$ 50,000.00	\$ 50,000.00	100%	\$ 50,000.00	0%	\$ -	100%	\$ 50,000.00
8.4.3	6" Sludge Piping	1	LS	\$ 25,000.00	\$ 25,000.00	50%	\$ 12,500.00	0%	\$ -	50%	\$ 12,500.00
8.4.4	8" Backwash Piping	1	LS	\$ 30,000.00	\$ 30,000.00	3.47%	\$ 1,041.40	0.00%	\$ -	3.47%	\$ 1,041.40
8.4.5	Misc Underground Piping, Tie-Ins, Demo, Etc.	1	LS	\$ 10,000.00	\$ 10,000.00	100%	\$ 10,000.00	0%	\$ -	100%	\$ 10,000.00
8.4.6	Static Mixer & Chlorine Injection Vault Piping - Material	1	LS	\$ 3,339.00	\$ 3,339.00	100%	\$ 3,339.00	0%	\$ -	100%	\$ 3,339.00
8.4.7	Static Mixer & Chlorine Injection Vault Piping - Labor	1	LS	\$ 1,443.75	\$ 1,443.75	100%	\$ 1,443.75	0%	\$ -	100%	\$ 1,443.75
Yard Piping Total				\$ 179,782.75			\$ 138,324.15		\$ -		\$ 138,324.15
8.5	Headworks										
8.5.1	Influent Pump Installation per SP10	1	LS	\$ 6,460.65	\$ 6,460.65	100%	\$ 6,460.65	0%	\$ -	100%	\$ 6,460.65
8.5.2	Grating Support Channel and New Grating per SP10	1	LS	\$ 5,537.70	\$ 5,537.70	100%	\$ 5,537.70	0%	\$ -	100%	\$ 5,537.70
8.5.3	Headworks Pump Piping - Material	1	LS	\$ 20,002.50	\$ 20,002.50	100%	\$ 20,002.50	0%	\$ -	100%	\$ 20,002.50
8.5.4	Headworks Pump Piping - Labor	1	LS	\$ 7,381.50	\$ 7,381.50	100%	\$ 7,381.50	0%	\$ -	100%	\$ 7,381.50
Headworks Total				\$ 39,382.35			\$ 39,382.35		\$ -		\$ 39,382.35
8.6	Biological Treatment Facility										
8.6.1	Excavation	1	LS	\$ 75,000.00	\$ 75,000.00	100%	\$ 75,000.00	0%	\$ -	100%	\$ 75,000.00
8.6.2	Subgrade & Base Rock	1	LS	\$ 25,000.00	\$ 25,000.00	100%	\$ 25,000.00	0%	\$ -	100%	\$ 25,000.00
8.6.3	Tank Slab Form & Pour	1	LS	\$ 262,500.00	\$ 262,500.00	100%	\$ 262,500.00	0%	\$ -	100%	\$ 262,500.00
8.6.4	Tank Slab Rebar	1	LS	\$ 330,750.00	\$ 330,750.00	100%	\$ 330,750.00	0%	\$ -	100%	\$ 330,750.00
8.6.5	Tank Walls Form & Pour	1	LS	\$ 682,500.00	\$ 682,500.00	100%	\$ 682,500.00	0%	\$ -	100%	\$ 682,500.00
8.6.6	Tank Walls Rebar	1	LS	\$ 309,750.00	\$ 309,750.00	100%	\$ 309,750.00	0%	\$ -	100%	\$ 309,750.00
8.6.7	Sloped Fills	1	LS	\$ 52,500.00	\$ 52,500.00	100%	\$ 52,500.00	0%	\$ -	100%	\$ 52,500.00
8.6.8	Backfill	1	LS	\$ 7,500.00	\$ 7,500.00	100%	\$ 7,500.00	0%	\$ -	100%	\$ 7,500.00
8.6.9	Aluminum Stair with Railing	1	LS	\$ 20,245.05	\$ 20,245.05	100%	\$ 20,245.05	0%	\$ -	100%	\$ 20,245.05
8.6.10	AeroMod Equipment Installation	1	LS	\$ 203,054.25	\$ 203,054.25	100%	\$ 203,054.25	0%	\$ -	100%	\$ 203,054.25
8.6.11	Pipe Connections Bio Treatment 12"INFP, 12"EFF, 8"LPA & 4"LPA - SP01 & SP02 - Material	1	LS	\$ 28,407.75	\$ 28,407.75	100%	\$ 28,407.75	0%	\$ -	100%	\$ 28,407.75
8.6.12	Pipe Connections Bio Treatment 12"INFP, 12"EFF, 8"LPA & 4"LPA - SP01 & SP02 - Labor	1	LS	\$ 23,404.50	\$ 23,404.50	100%	\$ 23,404.50	0%	\$ -	100%	\$ 23,404.50
8.6.13	Selector Tank Piping - Material	1	LS	\$ 819.00	\$ 819.00	100%	\$ 819.00	0%	\$ -	100%	\$ 819.00
8.6.14	Selector Tank Piping - Labor	1	LS	\$ 3,601.50	\$ 3,601.50	100%	\$ 3,601.50	0%	\$ -	100%	\$ 3,601.50

8.6.15	Conduit and Pneumatic Systems - Material	1	LS	\$ 1,312.50	\$ 1,312.50	100%	\$ 1,312.50	0%	\$ -	100%	\$ 1,312.50
8.6.16	Conduit and Pneumatic Systems - Labor	1	LS	\$ 8,100.75	\$ 8,100.75	100%	\$ 8,100.75	0%	\$ -	100%	\$ 8,100.75
8.6.17	Aeration Tank Piping - Material	1	LS	\$ 8,111.25	\$ 8,111.25	100%	\$ 8,111.25	0%	\$ -	100%	\$ 8,111.25
8.6.18	Aeration Tank Piping - Labor	1	LS	\$ 20,160.00	\$ 20,160.00	100%	\$ 20,160.00	0%	\$ -	100%	\$ 20,160.00
8.6.19	Clarifier Piping - Material	1	LS	\$ 5,785.50	\$ 5,785.50	100%	\$ 5,785.50	0%	\$ -	100%	\$ 5,785.50
8.6.20	Clarifier Piping - Labor	1	LS	\$ 7,203.00	\$ 7,203.00	100%	\$ 7,203.00	0%	\$ -	100%	\$ 7,203.00
8.6.21	Digester Tank Piping - Material	1	LS	\$ 5,323.50	\$ 5,323.50	100%	\$ 5,323.50	0%	\$ -	100%	\$ 5,323.50
8.6.22	Digester Tank Piping - Labor	1	LS	\$ 16,290.75	\$ 16,290.75	100%	\$ 16,290.75	0%	\$ -	100%	\$ 16,290.75
8.6.23	6"SL, 2W, 12"LPA, 4"SL - SP01 - Material	1	LS	\$ 58,338.00	\$ 58,338.00	100%	\$ 58,338.00	0%	\$ -	100%	\$ 58,338.00
8.6.24	6"SL, 2W, 12"LPA, 4"SL - SP01 - Labor	1	LS	\$ 34,156.50	\$ 34,156.50	100%	\$ 34,156.50	0%	\$ -	100%	\$ 34,156.50
8.6.25	7 Sch 10 Stainless LPA Crossovers per SP02	1	LS	\$ 9,483.60	\$ 9,483.60	100%	\$ 9,483.60	0%	\$ -	100%	\$ 9,483.60
8.6.26	9 Hose Racks per SP01	1	LS	\$ 7,087.50	\$ 7,087.50	100%	\$ 7,087.50	0%	\$ -	100%	\$ 7,087.50
Biological Treatment Total				\$ 2,206,384.90	\$ 2,206,384.90		\$ 2,206,384.90	\$ -		\$ 2,206,384.90	
8.7	Blower Building										
8.7.1	Earthwork	1	LS	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	100%	\$ 5,000.00
8.7.2	Blower Building Concrete	1	LS	\$ 36,750.00	\$ 36,750.00	100%	\$ 36,750.00	0%	\$ -	100%	\$ 36,750.00
8.7.3	Concrete Masonry	1	LS	\$ 20,947.50	\$ 20,947.50	100%	\$ 20,947.50	0%	\$ -	100%	\$ 20,947.50
8.7.4	Roof Structure	1	LS	\$ 42,000.00	\$ 42,000.00	100%	\$ 42,000.00	0%	\$ -	100%	\$ 42,000.00
8.7.5	Doors	1	LS	\$ 7,035.00	\$ 7,035.00	100%	\$ 7,035.00	0%	\$ -	100%	\$ 7,035.00
8.7.6	New Blowers in Blower Building	1	LS	\$ 6,460.65	\$ 6,460.65	100%	\$ 6,460.65	0%	\$ -	100%	\$ 6,460.65
8.7.7	Valves and Supports SP20 - Material Only	1	LS	\$ 2,798.25	\$ 2,798.25	100%	\$ 2,798.25	0%	\$ -	100%	\$ 2,798.25
8.7.8	Blower Piping to Mech. Coupling Outside Blower Bldg	1	LS	\$ 8,190.00	\$ 8,190.00	100%	\$ 8,190.00	0%	\$ -	100%	\$ 8,190.00
8.7.9	2 Bollards per SP19	1	LS	\$ 2,086.35	\$ 2,086.35	100%	\$ 2,086.35	0%	\$ -	100%	\$ 2,086.35
8.7.10	HVAC	1	LS	\$ 13,679.40	\$ 13,679.40	75%	\$ 10,259.55	0%	\$ -	75%	\$ 10,259.55
Blower Building Total				\$ 144,947.15	\$ 141,527.30		\$ 141,527.30	\$ -		\$ 141,527.30	
8.8	Operations Building										
8.8.1	Basement Gravel Fill	1	LS	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	100%	\$ 5,000.00
8.8.2	Concrete Intill	1	LS	\$ 15,750.00	\$ 15,750.00	100%	\$ 15,750.00	0%	\$ -	100%	\$ 15,750.00
8.8.3	Interior Framing	1	LS	\$ 15,750.00	\$ 15,750.00	100%	\$ 15,750.00	0%	\$ -	100%	\$ 15,750.00
8.8.4	Drywall	1	LS	\$ 6,300.00	\$ 6,300.00	100%	\$ 6,300.00	0%	\$ -	100%	\$ 6,300.00
8.8.5	Doors & Windows	1	LS	\$ 16,800.00	\$ 16,800.00	90%	\$ 15,120.00	10%	\$ 1,680.00	100%	\$ 16,800.00
8.8.6	Roof	1	LS	\$ 4,200.00	\$ 4,200.00	100%	\$ 4,200.00	0%	\$ -	100%	\$ 4,200.00
8.8.7	Cabinetry	1	LS	\$ 11,550.00	\$ 11,550.00	87.78%	\$ 10,138.31	12.22%	\$ 1,411.69	100%	\$ 11,550.00
8.8.8	Misc. Finishes	1	LS	\$ 21,000.00	\$ 21,000.00	0%	\$ -	90%	\$ 18,900.00	90%	\$ 18,900.00
8.8.9	Plumbing M04 - Rough In	1	LS	\$ 8,263.50	\$ 8,263.50	100%	\$ 8,263.50	0%	\$ -	100%	\$ 8,263.50
8.8.10	Plumbing M04 - Top-Out	1	LS	\$ 21,273.00	\$ 21,273.00	100%	\$ 21,273.00	0%	\$ -	100%	\$ 21,273.00
8.8.11	Plumbing M04 - Trim	1	LS	\$ 9,975.00	\$ 9,975.00	0%	\$ -	0%	\$ -	0%	\$ -
Operations Building Total				\$ 135,861.50	\$ 101,794.81		\$ 101,794.81	\$ 21,991.69		\$ 123,786.50	
8.9	Effluent Pumping Station / Chlorine Contact Basin										
8.9.1	Structure Demolition	1	LS	\$ 14,175.00	\$ 14,175.00	100%	\$ 14,175.00	0%	\$ -	100%	\$ 14,175.00
8.9.2	Install Effluent Pumps & Chlorine Sample Pump	1	LS	\$ 6,460.65	\$ 6,460.65	100%	\$ 6,460.65	0%	\$ -	100%	\$ 6,460.65
8.9.3	New HDPE Panels at existing baffle frames	1	LS	\$ 6,260.10	\$ 6,260.10	100%	\$ 6,260.10	0%	\$ -	100%	\$ 6,260.10
8.9.4	FRP Grating per X08	1	LS	\$ 6,825.00	\$ 6,825.00	100%	\$ 6,825.00	0%	\$ -	100%	\$ 6,825.00

8.9.5	Weir Plate per D/SP23	1	LS	\$ 2,625.00	\$ 2,625.00	100%	\$ 2,625.00	0%	\$ -	100%	\$ 2,625.00
8.9.6	PVC Stilling Well per SP23	1	LS	\$ 2,310.00	\$ 2,310.00	100%	\$ 2,310.00	0%	\$ -	100%	\$ 2,310.00
8.9.7	Grating Support Channel and New Grating per SP23	1	LS	\$ 5,537.70	\$ 5,537.70	100%	\$ 5,537.70	0%	\$ -	100%	\$ 5,537.70
8.9.8	Pipe Supports with U Bolts A/C05	1	LS	\$ 1,845.90	\$ 1,845.90	100%	\$ 1,845.90	0%	\$ -	100%	\$ 1,845.90
8.9.9	Effluent Pump Piping - Material	1	LS	\$ 22,879.50	\$ 22,879.50	100%	\$ 22,879.50	0%	\$ -	100%	\$ 22,879.50
8.9.10	Effluent Pump Piping - Labor	1	LS	\$ 9,093.00	\$ 9,093.00	100%	\$ 9,093.00	0%	\$ -	100%	\$ 9,093.00
8.9.11	Effluent Pump Station 2W Piping - Material	1	LS	\$ 4,898.25	\$ 4,898.25	100%	\$ 4,898.25	0%	\$ -	100%	\$ 4,898.25
8.9.12	Effluent Pump Station 2W Piping - Labor	1	LS	\$ 5,223.75	\$ 5,223.75	100%	\$ 5,223.75	0%	\$ -	100%	\$ 5,223.75
Effluent Pump Station Total				\$ 88,133.85	\$ 88,133.85		\$ 88,133.85	\$ -	\$ 88,133.85		\$ 88,133.85
8.10	Equipment Procurement										
8.10.1	General Equipment & Mechanical Requirements	1	LS	\$ 5,000.00	\$ 5,000.00	100%	\$ 5,000.00	0%	\$ -	100%	\$ 5,000.00
8.10.2	Submersible Non-Clog Influent Pumps	1	LS	\$ 57,697.50	\$ 57,697.50	100%	\$ 57,697.50	0%	\$ -	100%	\$ 57,697.50
8.10.3	Submersible Non-Clog Effluent Pumps	1	LS	\$ 57,697.50	\$ 57,697.50	100%	\$ 57,697.50	0%	\$ -	100%	\$ 57,697.50
8.10.4	Package Biological Treatment Facility	1	LS	\$ 1,563,759.75	\$ 1,563,759.75	100%	\$ 1,563,759.75	0%	\$ -	100%	\$ 1,563,759.75
8.10.5	Static Mixer	1	LS	\$ 5,910.45	\$ 5,910.45	100%	\$ 5,910.45	0%	\$ -	100%	\$ 5,910.45
8.10.6	Laboratory Glassware, Apparatus and Equipment	1	LS	\$ 17,000.00	\$ 17,000.00	100%	\$ 17,000.00	0%	\$ -	100%	\$ 17,000.00
8.10.7	Sampling, Lab and Monitoring Equipment	1	LS	\$ 753.90	\$ 753.90	100%	\$ 753.90	0%	\$ -	100%	\$ 753.90
8.10.8	FRP Stop Gates and FRP Chemical Metering Enclosure	1	LS	\$ 62,946.99	\$ 62,946.99	85.61%	\$ 53,890.05	0.00%	\$ -	85.61%	\$ 53,890.05
8.10.9	Chemical Metering Equipment	1	LS	\$ 19,778.86	\$ 19,778.86	0%	\$ -	0%	\$ -	0%	\$ -
Equipment Total				\$ 1,790,544.95	\$ 1,761,709.15		\$ 1,761,709.15	\$ -	\$ 1,761,709.15		\$ 1,761,709.15
8.11	Painting										
8.11.1	Buildings and Doors	1	LS	\$ 15,382.50	\$ 15,382.50	50%	\$ 7,691.25	50%	\$ 7,691.25	100%	\$ 15,382.50
8.11.2	Piping and Miscellaneous	1	LS	\$ 15,382.50	\$ 15,382.50	100%	\$ 15,382.50	0%	\$ -	100%	\$ 15,382.50
Painting Total				\$ 30,765.00	\$ 23,073.75		\$ 23,073.75	\$ 7,691.25	\$ 30,765.00		\$ 30,765.00
8.12	Electrical										
8.12.1	Generator	1	LS	\$ 173,853.75	\$ 173,853.75	100%	\$ 173,853.75	0%	\$ -	100%	\$ 173,853.75
8.12.2	Light Fixtures	1	LS	\$ 24,440.85	\$ 24,440.85	100%	\$ 24,440.85	0%	\$ -	100%	\$ 24,440.85
8.12.3	Aqua Sierra Controls	1	LS	\$ 147,383.25	\$ 147,383.25	98%	\$ 144,435.59	0%	\$ -	98%	\$ 144,435.59
8.12.4	Motor Control Centers, Panels, Transformers, Etc.	1	LS	\$ 222,247.20	\$ 222,247.20	100%	\$ 222,247.20	0%	\$ -	100%	\$ 222,247.20
8.12.5	Underground Trenching, Backfill, Pads, Conduit	1	LS	\$ 143,079.30	\$ 143,079.30	100%	\$ 143,079.30	0%	\$ -	100%	\$ 143,079.30
8.12.6	Electrical Demo and New Work in Control Bldg, Electric Bldg, Blower Bldg and Operations Bldg	1	LS	\$ 60,241.65	\$ 60,241.65	98%	\$ 59,036.82	1%	\$ 602.42	99%	\$ 59,639.23
8.12.7	Headworks, Effluent Pumps, Chlorine Electric	1	LS	\$ 11,550.00	\$ 11,550.00	100%	\$ 11,550.00	0%	\$ -	100%	\$ 11,550.00
8.12.8	Disposal Site Electric Not Counting Panels	1	LS	\$ 6,825.00	\$ 6,825.00	100%	\$ 6,825.00	0%	\$ -	100%	\$ 6,825.00
8.12.9	Job Move-In Temp Power	1	LS	\$ 3,675.00	\$ 3,675.00	100%	\$ 3,675.00	0%	\$ -	100%	\$ 3,675.00
8.12.10	Set Main Switchboard, Service, MCC2	1	LS	\$ 36,626.10	\$ 36,626.10	100%	\$ 36,626.10	0%	\$ -	100%	\$ 36,626.10
8.12.11	Hook-Up New Motors	1	LS	\$ 10,363.50	\$ 10,363.50	100%	\$ 10,363.50	0%	\$ -	100%	\$ 10,363.50
Electrical Total				\$ 840,285.60	\$ 836,133.10		\$ 836,133.10	\$ 602.42	\$ 836,735.52		\$ 836,735.52
Bid Item 8 Total				\$ 6,420,000.00	\$ 6,235,945.55		\$ 6,235,945.55	\$ 30,385.36	\$ 6,266,330.91		\$ 6,266,330.91
9	Bid Item 9										
	All work as required to install the Indirect Sludge Dryer System as defined in Addendum No. 3.										
9.1	Administration Requirements	1	LS	\$ 20,000.00	\$ 20,000.00	100%	\$ 20,000.00	0%	\$ -	100%	\$ 20,000.00
9.2	Indirect Sludge Dryer System	1	LS	\$ 558,979.15	\$ 558,979.15	100%	\$ 558,979.15	0%	\$ -	100%	\$ 558,979.15

9.3	Demolition	1	LS	\$ 5,250.00	\$ 5,250.00	100%	\$ 5,250.00	0%	\$ -	100%	\$ 5,250.00
9.4	Concrete Slab	1	LS	\$ 21,000.00	\$ 21,000.00	100%	\$ 21,000.00	0%	\$ -	100%	\$ 21,000.00
9.5	Decrease Bio Tank Size	1	LS	\$ (45,150.00)	\$ (45,150.00)	100%	\$ (45,150.00)	0%	\$ -	100%	\$ (45,150.00)
9.6	Paving	1	LS	\$ 3,300.00	\$ 3,300.00	100%	\$ 3,300.00	0%	\$ -	100%	\$ 3,300.00
9.7	Gas, Water, Drain & Misc. Piping for Sludge Dryer - Material	1	LS	\$ 2,903.25	\$ 2,903.25	100%	\$ 2,903.25	0%	\$ -	100%	\$ 2,903.25
9.8	Gas, Water, Drain & Misc Piping for Sludge Dryer - Labor	1	LS	\$ 4,305.00	\$ 4,305.00	100%	\$ 4,305.00	0%	\$ -	100%	\$ 4,305.00
9.9	Sludge Dryer System Installation	1	LS	\$ 33,143.25	\$ 33,143.25	100%	\$ 33,143.25	0%	\$ -	100%	\$ 33,143.25
9.10	Sludge Dryer Venting	1	LS	\$ 49,714.35	\$ 49,714.35	100%	\$ 49,714.35	0%	\$ -	100%	\$ 49,714.35
9.11	Doors	1	LS	\$ 9,555.00	\$ 9,555.00	100%	\$ 9,555.00	0%	\$ -	100%	\$ 9,555.00
				Bid Item 9 Total	\$ 663,000.00		\$ 663,000.00		\$ -		\$ 663,000.00
				TOTAL	\$ 10,631,000.00		\$ 8,939,638.07		\$ 220,036.36		\$ 9,159,673.42

Original Contract Amount	\$ 10,631,000.00
Total Change Orders	\$ 75,287.08
Total Contract + Change Orders	\$ 10,706,287.08
Contract Work + Change Orders Performed To Date	\$ 9,232,296.26
Work To Date Minus 5% Retention	\$ 8,770,681.45
Previous Billed Less 5% Retention	\$ 8,557,071.91
Work To Date Minus Previous Billed	\$ 213,609.54
TOTAL AMOUNT DUE	\$ 213,609.54

Change Orders

Item	Description of Item	Qty	Unit	Unit Cost	Total Cost	Previous		This Period		Total to Date	
						Qty	\$	Qty	\$	Qty	\$
Change Order No. 1											
1-1	PCO 1 Provide Flygt Non-Clog Submersible Pumps rather than listed Wilo Pumps.	1	LS	\$ (3,421.97)	\$ (3,421.97)	100%	\$ (3,421.97)	0%	\$ -	100%	\$ (3,421.97)
1-2	PCO 2 Delete 24' wide double swing access gate	1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
1-3	PCO 3 Relocation of influent sewer per drawing CO3	1	LS	\$ (9,016.87)	\$ (9,016.87)	100%	\$ (9,016.87)	0%	\$ -	100%	\$ (9,016.87)
1-4	PCO 4 Provide supply bond for Therma-Flite Indirect Sludge Dryer.	1	LS	\$ 2,838.33	\$ 2,838.33	100%	\$ 2,838.33	0%	\$ -	100%	\$ 2,838.33
1-5	PCO 5: Add two 12" 45 elbows with restraints & relocate existing 4" 1W to avoid conflict with the new 12" INFP	1	LS	\$ 2,123.58	\$ 2,123.58	100%	\$ 2,123.58	0%	\$ -	100%	\$ 2,123.58
1-6	PCO 6: Provide permanent gutter on west side of existing Dewatering Building	1	LS	\$ 855.00	\$ 855.00	100%	\$ 855.00	0%	\$ -	100%	\$ 855.00
1-7	PCO 7: Provide permanent DI and culvert installation for staging area drainage	1	LS	\$ 1,889.44	\$ 1,889.44	100%	\$ 1,889.44	0%	\$ -	100%	\$ 1,889.44
1-8	PCO 8: Providing permanent crushed rock gravel surface for staging area (material cost only)	1	LS	\$ 4,541.09	\$ 4,541.09	100%	\$ 4,541.09	0%	\$ -	100%	\$ 4,541.09
1-9	PCO 9: Delete misc. instruments per RFI's 5, 6, 7	1	LS	\$ (740.11)	\$ (740.11)	100%	\$ (740.11)	0%	\$ -	100%	\$ (740.11)
1-10	PCO 10: Fabricate and install new PLC SCADA and Pump Control Panel	1	LS	\$ 30,891.62	\$ 30,891.62	100%	\$ 30,891.62	0%	\$ -	100%	\$ 30,891.62
Change Order No. 1 Total					\$ 29,960.11		\$ 29,960.11		\$ -		\$ 29,960.11
Change Order No. 2											
2-1	PCO 11: MiniCAS relay for existing influent pump including shipping. Add input from MiniCAS relay for existing influent pump to SCADA.	1	LS	\$ 764.83	\$ 764.83	100%	\$ 764.83	0%	\$ -	100%	\$ 764.83
2-2	PCO 14: Disposal site changes per revised drawing D01 and Submittal 15064-3	1	LS	\$ 10,041.69	\$ 10,041.69	100%	\$ 10,041.69	0%	\$ -	100%	\$ 10,041.69
2-3	PCO 15: Change SCADA panel from single door to double door.	1	LS	\$ 2,364.80	\$ 2,364.80	100%	\$ 2,364.80	0%	\$ -	100%	\$ 2,364.80
2-4	PCO 16: Changes in earthwork at Disposal site to raise roads	1	LS	\$ 4,101.72	\$ 4,101.72	100%	\$ 4,101.72	0%	\$ -	100%	\$ 4,101.72
2-5	PCO 17: Credit remainder of overexcavation, Bid Item 2, from contract. Overexcavation cost at Blower Building: \$105.00-Bid Item 2: <\$72,730.00> = <72,625.00>	1	LS	\$ (72,625.00)	\$ (72,625.00)	100%	\$ (72,625.00)	0%	\$ -	100%	\$ (72,625.00)
Change Order No. 2 Total					\$ (55,351.96)		\$ (55,351.96)		\$ -		\$ (55,351.96)
Change Order No. 3											
3-1	PCO 18 MCC Re-location at Disposal Site	1	LS	\$ 5,169.94	\$ 5,169.94	100%	\$ 5,169.94	0%	\$ -	100%	\$ 5,169.94
3-2	PCO 19 rev 1: Furnish & install ceiling mounted fan & ducting with thermostatic control in Blower Bldg.	1	LS	\$ 3,472.08	\$ 3,472.08	100%	\$ 3,472.08	0%	\$ -	100%	\$ 3,472.08
3-3	PCO 20 rev 1: Furnish & install 8 Revised Light Fixtures at Bio Tank	1	LS	\$ -	\$ -	100%	\$ -	0%	\$ -	100%	\$ -
3-4	PCO 21: Transmission line boring extra work 12/3/2012 - 12/10/2012	1	LS	\$ 36,878.38	\$ 36,878.38	100%	\$ 36,878.38	0%	\$ -	100%	\$ 36,878.38
3-5	PCO 22: Furnish & install PT Framing at Contact Basin	1	LS	\$ 11,471.58	\$ 11,471.58	100%	\$ 11,471.58	0%	\$ -	100%	\$ 11,471.58
3-6	PCO 23. Gas Meter Pad & Bollards, as required by PG&E	1	LS	\$ 3,914.76	\$ 3,914.76	100%	\$ 3,914.76	0%	\$ -	100%	\$ 3,914.76
Change Order No. 3 Total					\$ 60,906.74		\$ 60,906.74		\$ -		\$ 60,906.74

Change Order No. 4											
4-1	PCO 24 rev 1 Delete 3 Blowoff Assemblies from the Recycled Water Transmission Main	1	LS	\$ (15,000.00)	\$ (15,000.00)	100%	\$ (15,000.00)	0%	\$ -	100%	\$ (15,000.00)
4-2	PCO 25 Fabricate and install structural steel repairs to Contact Basin baffle frames	1	LS	\$ 2,522.93	\$ 2,522.93	100%	\$ 2,522.93	0%	\$ -	100%	\$ 2,522.93
4-3	PCO 26. New 1" gas line from new meter location to existing unit heaters	1	LS	\$ 1,526.53	\$ 1,526.53	100%	\$ 1,526.53	0%	\$ -	100%	\$ 1,526.53
4-4	PCO 27: Change 4 Air Release Valves to buried concrete valve boxes	1	LS	\$ 8,311.52	\$ 8,311.52	100%	\$ 8,311.52	0%	\$ -	100%	\$ 8,311.52
4-5	PCO 28 Hilltop Drive 6" Sewer Main Repair	1	LS	\$ 15,436.78	\$ 15,436.78	100%	\$ 15,436.78	0%	\$ -	100%	\$ 15,436.78
4-6	PCO 29 Supply and install aluminum 30" wide by 20' long access platform with handrails both sides & stairs at one end to access Sludge Dryer. Supply & install one 18" sq. sign with black lettering. Delete two man doors in Sludge Dryer Building. No Cost	1	LS	\$ -	\$ -	100%	\$ -	0%	\$ -	100%	\$ -
Change Order No. 4 Total					\$ 12,797.76		\$ 12,797.76		\$ -		\$ 12,797.76
Change Order No. 5											
5-1	Change of Contract Times. Increase of 65 days No Cost Change Order	1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
5-2	Correction Period for Biological Treatment Facility No Cost Change Order	1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Change Order No. 5 Total					\$ -		\$ -		\$ -		\$ -
Change Order No. 6											
6-1	PCO 35 Rebuild berm and install geotextinel fabric & rock slope protection at Disposal Site Lower Zone 3. Install rock lined swale from Tailwater Pump Station to fence line	1	LS	\$ 5,360.83	\$ 5,360.83	100%	\$ 5,360.83	0%	\$ -	100%	\$ 5,360.83
6-2	PCO 40: Fabricate and install SST Weir Box in CL2 Basin per O&M Industries Proposal Number 13295.	1	LS	\$ 1,302.29	\$ 1,302.29	0%	\$ -	100%	\$ 1,302.29	100%	\$ 1,302.29
6-3	PCO 41. Repair of unmarked conduits damaged during trenching, per Parker Electric invoices.	1	LS	\$ 957.12	\$ 957.12	100%	\$ 957.12	0%	\$ -	100%	\$ 957.12
6-4	PCO 42. Repair broken sewer lateral and backfill sink-hole in Eeloa Ave.	1	LS	\$ 5,677.79	\$ 5,677.79	100%	\$ 5,677.79	0%	\$ -	100%	\$ 5,677.79
6-5	PCO 43: Haul off spoils from sewer line repairs and Painter St. water line repair to Wendt dumpsite.	1	LS	\$ 4,216.57	\$ 4,216.57	100%	\$ 4,216.57	0%	\$ -	100%	\$ 4,216.57
6-6	PCO 47. Add washer and dryer H&C water, waste and vents at Operations Building.	1	LS	\$ 2,936.52	\$ 2,936.52	75%	\$ 2,202.39	0%	\$ -	75%	\$ 2,202.39
6-7	PCO 48 Provide and install plastic laminate toilet partition in Operations Building.	1	LS	\$ 1,930.11	\$ 1,930.11	0%	\$ -	0%	\$ -	0%	\$ -
6-8	PCO 49 Chg. Cabinets to allow for refrigerator - Op. Bldg.	1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
6-9	PCO 51: Substitute specified windows for Milgard aluminum sliders at Operations Building.	1	LS	\$ (2,000.00)	\$ (2,000.00)	100%	\$ (2,000.00)	0%	\$ -	100%	\$ (2,000.00)
6-10	PCO 52: Relocate transformer in Operations Building.	1	LS	\$ 1,972.53	\$ 1,972.53	100%	\$ 1,972.53	0%	\$ -	100%	\$ 1,972.53
6-11	PCO 55: Furnish and install new gutters and downspouts at Operations Building.	1	LS	\$ 1,007.48	\$ 1,007.48	0%	\$ -	100%	\$ 1,007.48	100%	\$ 1,007.48
6-12	PCO 56 Provide and install 14 w.c. gas pressure regulator for Sludge Dryer.	1	LS	\$ 1,007.48	\$ 1,007.48	100%	\$ 1,007.48	0%	\$ -	100%	\$ 1,007.48
6-13	PCO 57 Modifications to Dry Sludge Hopper.	1	LS	\$ 2,507.02	\$ 2,507.02	0%	\$ -	100%	\$ 2,507.02	100%	\$ 2,507.02
6-14	PCO 59 Credit to delete replacement of roof sheathing at Operations Building.	1	LS	\$ (1,889.00)	\$ (1,889.00)	100%	\$ (1,889.00)	0%	\$ -	100%	\$ (1,889.00)

6-15	PCO 69: Excavation and backfill to cap abandoned 6" sludge and 4" 2W pipelines, per Wahlund Extra Work Order #19.	1	LS	\$ 1,987.69	\$ 1,987.69	100%	\$ 1,987.69	0%	\$ -	100%	\$ 1,987.69
Change Order No. 6 Total					\$ 26,974.43		\$ 19,493.40		\$ 4,816.79		\$ 24,310.19
Change Order No. 7											
7-1	Change to horizontal directional drill installation of the 14" HDPE recycled water transmission main for crossing the Eel River. No Cost Change Order	1	LS	\$ -	\$ -	0%	\$ -	0%	\$ -	0%	\$ -
Change Order No. 7 Total					\$ -		\$ -		\$ -		\$ -
TOTAL					\$ 75,287.08		\$ 67,806.05		\$ 4,816.79		\$ 72,622.84

*Rio Dell City hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com*



October 1, 2013

TO: Honorable Mayor and City Council
FROM: Jim Stretch, City Manager
SUBJECT: Wildwood Ave Change Order for Construction Administration

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the transfer of \$15,000 from the Wildwood Avenue Streetscape Project Contingency Fund to the project account for Construction Administration; increasing it from \$40,000 to \$55,000.

BACKGROUND AND DISCUSSION

As the City Council will recall, the total funds available for the Wildwood Avenue Streetscape project is \$589,000. The contract for the project was awarded to the lowest responsible bidder, Cal Electro, on July 23, 2013. The low bid came in higher than expected, causing the Council to take (3) actions: 1) augmented the project budget by \$68,032 from the City's General fund (funding bid alternatives), 2) reduced the project budget for Construction Administration from the requested amount of \$54,500 to \$40,000, and 3) allocated only 5.8% to the construction contingency (\$30,000) instead of the 10% requested. It was discussed that all facets of the project would have to well very well in order to stay within the tight budget.

The project is going well. It is on time and within budget, except for Construction Administration, which as of September 25, 2013, was over budget by \$1,980. GHD is providing these services and estimates that their efforts will require an additional \$15,000 to complete the project, basically the amount they estimated in the beginning.

Construction Administration is very important to the project in that a Licensed Construction Engineer is on site every day while the contractor is working. The Engineer is our representative to monitor the work and make sure that it is being done in accordance with the approved plans, specifications and budget as awarded. There is also the daily documentation of construction activities required of Federal Aid Projects and labor compliance requirements. Without documentation, audit exceptions occur and expenditures are disallowed under the grant and shifted to the City. It is the City Manager's view that limiting Construction Administration for the remainder of the project is not a plausible option.

The only alternative to the recommended augmentation of the Construction Administration

Budget is to allocate the resources of a City staff person to complete the project, probably the Street Superintendent. Though this approach might work, it would greatly impact on his ability to supervise the Public Works crew and operate the community's water plant. Plus, no City staff member has the appropriate engineering credential that GHD staff has.


The Wildwood Avenue Streetscape project is more than 50% complete and as of this writing there have been no construction related change orders drawing down on the project contingency fund. Accordingly, and in anticipation that our experience to date continues, it is recommended that the contingency fund be reduced to \$15,000 and the Construction Administration allocation be increased by \$15,000.


675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
October 1, 2013**

TO: Mayor and Members of the City Council

THROUGH: Jim Stretch, City Manager 

FROM: Stephanie Beauchaine, Finance Director 

DATE: September 24, 2013

SUBJECT: Resolution 1211-2013 Establishing a fee for processing checks that are unpaid because of insufficient funds or similar reasons and Rescinding Resolution 659

RECOMMENDATIONS

Approve Resolution 1207-2013 Establishing a fee for processing checks that are unpaid because of insufficient funds or similar reasons and Rescinding Resolution 659.

BACKGROUND AND DISCUSSION

The City's banking institution US Bank is now charging the City \$36.00 on all insufficient fund checks returned to the City. Staff have researched the code, and pursuant to California Civil Code Section 1719(a) the City can recover \$25.00 for the first insufficient funds check and \$35.00 for the second.

Staff is recommending we update our fee to recover the maximum charge pursuant to code.

**RESOLUTION NO. 1211-2013
CITY OF RIO DELL
ESTABLISHING A FEE FOR PROCESSING CHECKS THAT ARE RETURNED
UNPAID BECAUSE OF INSUFFICIENT FUNDS OR SIMILAR REASONS
AND RESCINDING RESOLUTION 659**

WHEREAS, the City's Banking institution US Bank charges the City thirty-six dollars (\$36.00) for each insufficient fund check received and deposited to the City account; and

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Rio Dell that a service charge of twenty-five dollars (\$25.00) for the first, and thirty-five dollars (\$35.00) for the second, be added to any account when a customer check is returned unpaid by the bank due to insufficient funds or other similar reasons. Pursuant to California Civil Code Section 1719(a),

BE IT FURTHER RESOLVED, by the City Council of the City of Rio Dell that Resolution 659 is hereby rescinded.

PASSED AND ADOPTED by the City of Rio Dell on this 1st day of October, 2013.

Ayes:

Noes: None

Abstain: None

Absent: None

Jack Thompson, Mayor

ATTEST:

Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532



To: Honorable Mayor and Members of the City Council
Through: Jim Stretch, City Manager
From: Graham Hill, Chief of Police
Date: September 27, 2013
Subject: California Office of Traffic Safety DUI Task Force grant

Action

Receive and file

Background

We participated with six other Humboldt County law enforcement agencies in the 2012-2013 OTS DUI enforcement grant which was very successful. There were 24 saturation patrols, 4 DUI checkpoints, 2 DUI warrant operations, and 2 multi-agency task force operations. These operations resulted in a significant number of DUI related arrests across Humboldt County. Our agency participated in a majority of the operations.

The Fortuna Police Department applied for and received the grant funding again for the 2013-2014 fiscal year and we will be participating again in this county wide effort to combat DUI driving. The grant funding allows us to participate in the various operations in Rio Dell and around the county with over-time costs paid through the OTS grant. This effort also allows us to have Checkpoints and saturation patrols within our jurisdiction, also paid for by the grant funding. The Fortuna Police Department has historically done an excellent job heading up these efforts. This is a great opportunity for our agency and we are looking forward to participating again this year.

Budgetary Impact

Over time is paid for by the California Office of Traffic Safety for specific DUI enforcement operations. There is no fiscal impact to the police department.

Recommendation

Receive and file

Attachments

Memorandum of Understanding to participate in the Avoid the 7 DUI Task Force for the 20-13-2014 fiscal year.



Fortuna Police Department

September 24, 2013

Rio Dell Police Department
Chief Graham Hill
675 Wildwood Ave
Rio Dell, CA 95562

Dear Chief Graham Hill,

I would like to thank you and your agency for your participation in the 2012-2013 "AVOID the 7" DUI Taskforce. As a result of the taskforce, our agencies were able to conduct a total of 24 Saturation Patrols, 4 Checkpoints, 2 DUI Warrant Operations and, 2 Multi-Agency Task Force Operations. These operations resulted in a significant number of DUI related arrests across Humboldt County.

We have again been awarded funding of the California Office of Traffic Safety to continue the AVOID grant for another year.

I would like to ask that your department again assist in the taskforce. Please find the enclosed Memorandum of Understanding for the 2013-2014 AVOID Taskforce.

If you have any questions please contact me or Sgt Charles Ellebrecht.

Sincerely,

William Dobberstein
Chief of Police

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF FORTUNA POLICE DEPARTMENT
AND THE
RIO DELL POLICE DEPARTMENT**

**AVOID THE 7 HUMBOLDT COUNTY DUI CAMPAIGN
FUNDED BY
THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY**

THIS MEMORANDUM OF UNDERSTANDING, entered into this 1st day of October 2013, by and between the CITY OF FORTUNA POLICE DEPARTMENT, hereinafter called "Fortuna PD" and the Rio Dell Police Department, hereinafter called "RIO DELL PD" related to the Avoid the Humboldt - DUI Campaign hereinafter called "Avoid the 7" funded by the State Office of Traffic Safety, hereinafter called "OTS."

WHEREAS, it is necessary and desirable that the Rio Dell Police Department be retained for the purpose of performing professional services for the Avoid the 7 Program; the agencies participating include the Fortuna Police Department, Rio Dell Police Department, Ferndale Police Department, Arcata Police Department, Eureka Police Department, California Highway Patrol, and the Humboldt County District Attorney's Office

WHEREAS, RIO DELL PD is one of the participating agencies in the Avoid the 7;

NOW, THEREFORE, IT IS HERBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Fortuna PD and RIO DELL PD

During the term of October 1, 2013 through September 30, 2014, RIO DELL PD shall provide DUI enforcement staff on an overtime basis as staffing levels allow, for the Avoid the 7 during the holiday enforcement periods of October 1, 2013 through September 30, 2014. RIO DELL PD commits to participate in all project related enforcement activities as staffing levels allow, attend project related meetings to schedule and coordinate activities, and to encourage officers to emphasize DUI enforcement during all phases of the grant. RIO DELL PD agrees to adhere to the OTS grant programmatic, financial and statistical reporting and understands that adhering to the requirements is necessary to be reimbursed for DUI enforcement activities conducted during the time periods of October 1, 2013 through September 30, 2014.

2. Payment.

- A. Maximum Amount. In full consideration of the services provided during holiday enforcement periods, the amount that Fortuna PD shall be obligated to pay for services rendered under this Memorandum of Understanding shall not exceed the dollar amounts set forth in the Avoid the 7 grant for the term of this Memorandum of Understanding. Funds are to be used solely for reimbursement of overtime, or straight time of non-overtime eligible employees, incurred by personnel such as a Sergeant, Officer, Corporal, Deputy, Community Services Officer, Reserve Officer, Traffic Technician, and Dispatcher depending on the titles used by the agency, while staffing DUI Enforcement activities in support of the Avoid the 7 during the time period of October 1, 2013 through September 30, 2014.
- B. Rate of Payment. RIO DELL PD will receive reimbursement for personnel costs through the Avoid the 7 for a total sum not to exceed the dollar amounts set forth in the Avoid the 7 grant (\$58.96 per hour) for the term of this Memorandum of Understanding. The amount RIO DELL PD will receive will be based on actual staff hours worked on DUI enforcement for the Avoid the 7 and as invoiced in accordance with Paragraph C, Invoice Requirements as stated below. Funding is solely for reimbursement of actual personnel costs incurred during DUI enforcement activities conducted during the Avoid the 7 enforcement campaign period.
- C. Invoice Requirements. Invoices shall include dates and hours worked, personnel's name, personnel's actual overtime or salary rate with allowable benefits, number of hours worked, and total dollars requested for overtime reimbursement. The only benefit costs that OTS will reimburse are OASDI (Social Security), State Worker's Compensation and Medicare. RIO DELL PD overhead costs and will not be reimbursed. Invoices shall also include the statistics required by OTS as outlined in Item 3, Statistical Reporting.
- D. Time Limit for Submitting Invoices. RIO DELL PD shall submit an invoice for services to Fortuna PD. Fortuna PD shall not be obligated to pay RIO DELL PD for the services covered by any invoice if RIO DELL PD presents the invoice to Fortuna PD more than thirty (30) days after the date RIO DELL PD render the services, or more than thirty

(30) days after this Memorandum of Understanding terminates, whichever is earlier.

3. Statistical Reporting

RIO DELL PD shall collect and report to Fortuna PD, the number of DUI Operations paid with funds from this MOU. For each operation, the following information must be collected and reported: i.e., number of vehicles passing through checkpoint, number of vehicles screened, number of field sobriety tests conducted, number of DUI arrests, number of criminal arrests, number of vehicles impounded, etc. as outlined in supporting grant documents.

4. Availability of Funds.

Payment of all services provided pursuant to this Memorandum of Understanding is contingent upon OTS funding the Avoid the 7 Grant with Fortuna PD. In the event that OTS does not fund Fortuna PD's grant, Fortuna PD shall not be liable for any payment whatsoever. Fortuna PD may terminate this Memorandum of Understanding in accordance with the provisions of Section 8 below for unavailability of OTS funds.

5. Alteration of Memorandum of Understanding.

This Memorandum of Understanding is entire and contains all of the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

6. Records.

- A. Access. RIO DELL PD agrees to provide to Fortuna PD, to any Federal or State department having monitoring or reviewing authority, to authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations and this Memorandum of Understanding, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

B. Retention. Fortuna PD shall maintain and preserve in its possession all records relating to this Memorandum of Understanding for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

7. Compliance with Applicable Laws.

All services to be performed by Fortuna PD and all RIO DELL PD pursuant to this Memorandum of Understanding shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances and regulations.

8. Term of the Agreement.

Subject to compliance with the terms and conditions of this Memorandum of Understanding, the term of this Memorandum of Understanding shall be from October 1, 2013 through September 30, 2014. This Memorandum of Understanding may be terminated by Fortuna PD or RIO DELL PD at any time upon seven (7) days written notice to the other party.

In witness whereof, the parties have executed this Memorandum of Understanding on the day and year last written below.

CITY OF FORTUNA POLICE CHIEF

RIO DELL POLICE DEPARTMENT

William Dobberstein Date
Chief of Police

Gentiana Date 09/29/2013

*Rio Dell City hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com*



October 1, 2013

TO: Honorable Mayor and City Council
FROM:  Jim Stretch, City Manager
SUBJECT: Signing authority for State Lands Commission Lease beneath Eel River

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to sign the General Lease Right-of-Way Agreement for the installation, use operation and maintenance of a 14” effluent pipeline beneath the Eel River, connecting the City’s wastewater facility to the wastewater irrigation site north of the City.

BACKGROUND AND DISCUSSION

On September 20, 2013 the State Lands Commission (SLC) approved the City’s application to lease right -of-way under the Eel River to install by horizontal drilling and maintain a 14” high density polyethylene effluent pipeline to connect the wastewater processing facility to the effluent irrigation site north of the City.

Attached is a copy of the lease agreement. It is recommended that the City Council authorize the City Manager to execute the lease agreement (2 copies) for quick return the SLC.

CALIFORNIA STATE LANDS COMMISSION

100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202



JENNIFER LUCCHESI, Executive Officer

(916) 574-1800 FAX (916) 574-1810

California Relay Service From TDD Phone 1-800-735-2929
from Voice Phone 1-800-735-2922

Contact Phone: (916) 574-0200
Contact FAX: (916) 574-1925

September 24, 2013

File Ref: W 26623

Stephanie Beauchaine
Finance Director
City of Rio Dell
675 Wildwood Avenue
Rio Dell, California 95562

Subject: Final Documents for a General Lease Right-of-Way Use for the installation, use, operation, and maintenance of a 14-inch diameter high density polyethylene (HDPE) effluent pipeline installed using horizontal directional drilling (HDD) beneath the bed of the Eel River

Dear Ms. Beauchaine

The enclosed documents, in duplicate, state the terms and conditions of a General Lease – Right-of-Way Use for the aforementioned Lease.

If you find the documents to be in order, please execute all copies of the Lease before a Notary Public. Please return all the executed documents to my attention at the above-stated address. A fully-executed lease will be returned to you.

Thank you for your attention in this matter. If you have any questions, please feel free to contact me at (916) 574-0450 or by e-mail at reid.boggiano@slc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Reid Boggiano', with a long horizontal flourish extending to the right.

Reid Boggiano
Public Land Management Specialist

Enclosure

RECORDED AT THE REQUEST OF
AND WHEN RECORDED MAIL TO:
STATE OF CALIFORNIA
California State Lands Commission
100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202

STATE OF CALIFORNIA
OFFICIAL BUSINESS
Document entitled to free recordation
pursuant to Government Code Section 27383

A.P.N. 052-061-053, 205-111-039
County: Humboldt

SPACE ABOVE THIS LINE FOR RECORDER'S USE

W 26651

LEASE NO. PRC _____

This Lease consists of this summary and the following attached and incorporated parts:

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B	Site and Location Map
Exhibit C	Mitigation Monitoring Program
Exhibit D	Statement of Findings

SECTION 1

BASIC PROVISIONS

THE STATE OF CALIFORNIA, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise and let to the **CITY OF RIO DELL**, hereinafter referred to as Lessee, those certain lands described in Exhibit A subject to the reservations, terms, covenants and conditions of this Lease.

MAILING ADDRESS: 675 Wildwood Avenue
Rio Dell, CA 95562

LEASE TYPE: General Lease – Public Agency Use

LAND TYPE: Sovereign Lands

LOCATION: Eel River, adjacent to Assessor’s Parcel Numbers (APN) 052-061-053 and APN 205-111-039, in the city of Rio Dell, Humboldt County.

LAND USE OR PURPOSE: Installation, use, operation, and maintenance of a 14-inch diameter high density polyethylene (HDPE) effluent pipeline installed using horizontal directional drilling (HDD) beneath the bed of the Eel River.

TERM: 25 years; beginning August 23, 2013; ending August 22, 2038, unless sooner terminated as provided under this Lease.

CONSIDERATION: The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State’s best interest; and subject to modification by Lessor as specified in Paragraph 2(b) of Section 3 - General Provisions.

AUTHORIZED IMPROVEMENTS:

 X **TO BE CONSTRUCTED:** One 14-inch diameter high density polyethylene (HDPE) effluent pipeline approximately 60 feet beneath the bed of the Eel River.

CONSTRUCTION ANTICIPATED TO BEGIN: September 2013

AND BE COMPLETED BY: No later than October 15,
2015

LIABILITY INSURANCE: N/A

SURETY BOND OR OTHER SECURITY: N/A

**SECTION 2
SPECIAL PROVISIONS**

**BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED,
REVISED OR SUPPLEMENTED AS FOLLOWS:**

1. The Mitigation Monitoring Program (MMP), attached hereto as Exhibit C, and by reference made a part of this Lease, was adopted by the Lessor at the time of approval of this Lease and Lessee agrees to be bound by and perform all of the mitigation measures (conditions) contained in the MMP. Lessee shall be responsible for all costs associated with Lessor's execution of the MMP, including staff/consultant monitoring.
2. In issuing this Lease and authorizing the installation, use, maintenance, and operations of the authorized improvements as described in Section 1, Lessor is relying on the information and data provided by the Lessee in its application and accompanying materials. It is the responsibility of the Lessee to ensure that the information provided is accurate. If the information and data prove to be false, materially incomplete, or inaccurate, this Lease may be modified, suspended, or revoked, in whole or in part, and/or the Lessor may, in addition, institute appropriate legal proceedings to have the structure modified or removed from the Lease Premises in accordance with Section 3, Paragraph 11 of this Lease.
3. No other improvements or structures shall be constructed or placed on the Lease Premise without Lessor's prior approval.
4. Lessee acknowledges that the land described in Exhibit A of this Lease is subject to the Public Trust and is presently available to members of the public for recreational, waterborne commerce, navigation, fisheries, open space, or other recognized Public Trust uses and that Lessee's use of the Lease Premises shall not interfere or limit the Public Trust rights of the public.
5. Lessee shall comply with all existing and subsequently enacted laws or regulations promulgated by the federal government including, but not limited to, the Department of Transportation or the National Transportation Safety Board, or any other governmental agency, whether federal, State or local, having lawful authority and jurisdiction over the pipeline.
6. Lessee may not use any other lands under this jurisdiction of the Lessor beyond the Lease Premises for any purpose not authorized by the Lease without the written consent of the Lessor.
7. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and does not include any equipment that may cause damage to the Lease Premises.
8. All personal property, tools, or equipment taken onto or placed upon the Lease Premises shall remain the property of the Lessee or its contractors. Such personal property shall be promptly removed by the Lessee, at its sole risk and expense upon the completion of the project. Lessor does not accept any responsibility for any damage, including damages to any personal property, including any equipment, tools, or machinery on the Lease Premises.
9. At least 60 days prior to construction, the Lessee shall provide the following:

- a) Engineering design drawings as issued for construction, certified by a California registered Civil/Structural Engineer with a wet stamp and signature. The drawings are to provide information such as, CSLC property boundary lines (northern and southern side of the Eel River), "Ordinary High Water Mark" elevation on a vertical profile, tie-in details, pipe grade and material specifications, etc.
 - b) A geotechnical report certified by a California registered Geotechnical Engineer.
 - c) A set of calculations to determine the required pulling load during pullback operations including any buoyancy control plan to successfully install the conduit/pipe.
 - d) A construction contractor's work execution plan including a detailed drilling program together with detailed specifications of the boring machine to be used including the maximum pulling and snubbing capabilities, the directional survey methods to be used including equipment and controls, allowable bore deviation tolerances, verification that the completed bore is within the lease right-of-way and achieves the required clearance, etc.
 - e) Detailed specifications of the mud system and a complete listing of additives to be used including a copy of the Material Safety Data Sheet (MSDS) for the drilling mud.
 - f) Details of the installation of intermediate pressure relief pits along the bore path including the locations, dimensions, depths, etc.
 - g) Any abandonment contingency plans in case the HDD operations are forced to be suspended and a partially completed bore hole abandoned.
 - h) Details of all proposed inspection tests and procedures to be employed during construction for project quality assurance and control, including weld procedure specifications and welder qualification testing, if applicable.
 - i) A plot plan depicting the location of the entry pit, exit hole, where equipment and materials will be stored, and where refueling of equipment will be performed. Also, provide any preventive measures and procedure to prevent or minimize spill while refueling the equipment.
 - j) A post construction outfall routine operation, inspection, and maintenance program.
10. Within 60 days of the project completion provide post construction project verification including:
- a) A set of "as built" construction plans, certified by a California registered Civil/Structural Engineer, showing all design changes or other amendments to the construction as originally approved.
 - b) A post construction written narrative report confirming completion of the project with discussion of any significant field changes or other modifications to the approved design or execution plan, and providing details of any extraordinary occurrences such as spill incidents, accidents involving serious injury or loss of life etc. Also, include certified copies of the welding inspection records, if applicable.

- c) Certified copies of all completed pipeline integrity test results (hydrotests, gauging runs etc.) including copies any failed test results with an explanation of the reason for failure.
11. All future repairs or structural modifications to any part of the facility within the lease area will require prior review and approval of Commission staff. In the event of an urgent repair requiring immediate action, staff may be contacted at the Commission's 24 hour emergency notification number (562) 590-5201.
 12. Lessor shall have the right, at any time, and from time to time, upon reasonable prior notice to the Lessee, to examine all records and data associated with the pipelines within the Lease Premises. Upon Lessor's request, Lessee shall provide Lessor with copies of future internal inspection pressure tests conducted on the pipelines within the Lease Premises and copies of all periodic inspection results of the cathodic protection system operation, including pipe to soil potential survey with the Lease Premises.
 13. All plans for abandonment and/or removal of the pipeline within the Lease Premises and subsequent restoration of the Lease Premises must first be approved by the Lessor and shall be completed within 90 days after the expiration or sooner termination of this Lease or after Lessee has obtained all required permits or other governmental approvals that may be required by lawful authority and has complied with all applicable laws. In the event the Lessor authorized the abandonment of all or any portion of the pipelines, Lessee may be required to enter into an abandonment agreement with the Lessor.
 14. Lessee agrees to submit no later than two years prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new Lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the least terms, pursuant to Paragraph 12 of Section 3, General Provisions, of this Lease. Failure to submit the application and minimum expense deposit or the restoration plan shall be deemed a default of the Lease under Paragraph 11(b) of Section 3, General Provisions, of this Lease.
 15. All covenants pertaining to indemnification, restoration obligations, breach, default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

In the event of any conflict between the provisions of Section 2 and Section 3 of this Lease, the provisions of Section 2 shall prevail.

SECTION 3

GENERAL PROVISIONS

1. GENERAL

These provisions are applicable to all leases, permits, rights-of-way, easements, or licenses or other interests in real property conveyed by the State Lands Commission.

2. CONSIDERATION

(a) Categories

(1) Rental

Lessee shall pay the annual rental as stated in this Lease to Lessor without deduction, delay, or offset, on or before the beginning date of this Lease and on or before each anniversary of its beginning date during each year of the Lease term.

(2) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the State Lands Commission, at its sole discretion, determines that such action is in the best interest of the State.

(b) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days notice prior to the effective date.

(c) Penalty and Interest

Any installments of rental accruing under this Lease not paid when due shall be subject to a penalty and shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

3. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary claims which may be asserted presently or in the future.

4. LAND USE

(a) General

Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later. Lessee shall notify Lessor within ten (10) days after commencing the construction of authorized improvements

and within sixty (60) days after completing them. Lessee's discontinuance of such use for a period of ninety (90) days shall be conclusively presumed to be an abandonment.

(b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration.

(c) Repairs and Maintenance

Lessee shall, at its own expense, keep and maintain the Lease Premises and all improvements in good order and repair and in safe condition. Lessor shall have no obligation for such repair and maintenance.

(d) Additions, Alterations, and Removal

(1) Additions - No improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor.

(2) Alteration or Removal - Except as provided under this Lease, no alteration or removal of improvements on or natural features of the Lease Premises shall be undertaken without the prior written consent of Lessor.

(e) Conservation

Lessee shall practice conservation of water, energy, and other natural resources and shall prevent pollution and harm to the environment. Lessee shall not violate any law or regulation whose purpose is to conserve resources or to protect the environment. Violation of this section shall constitute grounds for termination of the Lease. Lessor, by its executive officer, shall notify Lessee, when in his or her opinion, Lessee has violated the provisions of this section and Lessee shall respond and discontinue the conduct or remedy the condition within 30 days.

(f) Toxics

Lessee shall not manufacture or generate hazardous wastes on the Lease Premises unless specifically authorized under other terms of this Lease. Lessee shall be fully responsible for any hazardous wastes, substances, or materials as defined under federal, State, or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the Lease term and shall comply with and be bound by all applicable provisions of such federal, State, or local law, regulation or ordinance dealing with such wastes, substances, or materials. Lessee shall notify Lessor and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances, or materials.

(g) Enjoyment

Subject to the provisions of paragraph 5 (a) (2) below, nothing in this Lease shall preclude Lessee from excluding persons from the Lease Premises when their presence or activity constitutes a material interference with Lessee's use

and enjoyment of the Lease Premises as provided under this Lease.

(h) Discrimination

Lessee in its use of the Lease Premises shall not discriminate against any person or class of persons on the basis of race, color, creed, religion, national origin, sex, age, or handicap.

(i) Residential Use

No portion of the Lease Premises shall be used as a location for a residence or for the purpose of mooring a structure which is used as a residence. For purposes of this Lease, a residence or floating residence includes but is not limited to boats, barges, houseboats, trailers, cabins, or combinations of such facilities or other such structures which provide overnight accommodations to the Lessee or others.

5. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

(a) Reservations

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber and minerals as defined under Public Resources Code Sections 6401 and 6407, as well as the right to grant leases in and over the Lease Premises for the extraction of such natural resources; however, such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

(b) Encumbrances

This Lease may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

6. RULES, REGULATIONS, AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any other governmental agency or entity having lawful authority and jurisdiction.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements.

(c) Lessee accepts responsibility for and agrees to pay any and all possessory interest taxes, assessments, user fees or service charges imposed on or associated with the leasehold interest, improvements or the Lease Premises, and such payment shall not reduce rental due Lessor under this Lease and Lessor shall have no liability for such payment.

7. INDEMNITY

(a) Lessor shall not be liable and Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees against and for any and all liability, claims, damages or injuries of any kind and from any cause, arising out of or connected in any way with the issuance, enjoyment or breach of this Lease or Lessee's use of the Lease Premises except for any such liability, claims, damage or injury solely caused by the negligence of Lessor, its officers, agents and employees.

(b) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

8. INSURANCE

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified, insuring Lessee and Lessor against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all improvements.

(b) The insurance policy or policies shall name the State of California, its officers, employees and volunteers as insureds as to the Lease Premises and shall identify the Lease by its assigned number. Lessee shall provide Lessor with a certificate of such insurance and shall keep such certificate current. The policy (or endorsement) must provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Lessor. Lessor will not be responsible for any premiums or other assessments on the

policy. The coverage provided by the insured (Lessee) shall be primary and non-contributing.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

9. SURETY BOND

(a) Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized improvements, alterations or purposes and any modification of consideration.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until all of the Lease Premises have been either accepted as improved, by Lessor, or restored by Lessee as provided elsewhere in this Lease.

10. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization of Lessee or sale or other transfer of a percentage of capital stock of Lessee which results in a change of controlling persons, or the sale or other transfer of substantially all the assets of Lessee;

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands, it shall be appurtenant to adjoining littoral or riparian land and Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands separately from the leasehold rights granted herein without the prior written consent of Lessor.

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give prior written notice to Lessor;

(2) Provide the name and complete business organization and operational structure of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee. If the proposed assignee, sublessee, or secured third party is a general or limited partnership, or a joint venture, provide a copy of the partnership agreement or joint venture agreement, as applicable;

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be subject to terms and conditions found in a separately drafted standard form (Agreement and Consent to Encumbrancing of Lease) available from Lessor upon request.

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of

or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7,9,11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

11. DEFAULT AND REMEDIES

(a) Default

The occurrence of any one or more of the following events shall immediately and without further notice constitute a default or breach of the Lease by Lessee:

- (1) Lessee's failure to make any payment of rental, royalty, or other consideration as required under this Lease;
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease;
- (3) Lessee's vacation or abandonment of the Lease Premises (including the covenant for continuous use as provided for in paragraph 4) during the Lease term;
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements;
- (5) Lessee's failure to comply with all applicable provisions of federal, state or local law, regulation or ordinance dealing with hazardous waste, substances or materials as defined under such law;
- (6) Lessee's Failure to commence to construct and to complete construction of the improvements authorized by this Lease within the time limits specified in this Lease; and/or

- (7) Lessee's failure to comply with applicable provisions of federal, State or local laws or ordinances relating to issues of Health and Safety, or whose purpose is to conserve resources or to protect the environment.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease to be observed or performed by the Lessee when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice; however, if the nature of Lessee's default or breach under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default or breach if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Remedies

In the event of a default or breach by Lessee and Lessee's failure to cure such default or breach, Lessor may at any time and with or without notice do any one or more of the following:

- (1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises;
- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises. Such termination shall be effective upon Lessor's giving written notice and upon receipt of such notice, Lessee shall immediately surrender possession of the Lease Premises to Lessor;
- (3) Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises; and/or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

12. RESTORATION OF LEASE PREMISES

(a) Upon expiration or sooner termination of this Lease, Lessor upon written notice may take title to any or all improvements, including fills, or Lessor may require Lessee to remove all or any such improvements at its sole expense and risk; or Lessor may itself remove or have removed all or any portion of such improvements at Lessee's sole expense. Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such improvements to Lessor free and clear of any liens, mortgages, loans or any other encumbrances.

(b) In removing any such improvements Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to their installation or construction.

(c) All plans for and subsequent removal and restoration shall be to the satisfaction of Lessor and shall be completed within ninety (90) days after the expiration or sooner termination of this Lease or after compliance with paragraph 12(d), whichever is the lesser.

(d) In removing any or all the improvements Lessee shall be required to obtain any permits or other governmental approvals as may then be required by lawful authority.

(e) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of hazardous wastes, substances or materials as defined under federal, State or local law, regulation or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency(ies) and shall further be responsible for removing or taking other appropriate remedial action regarding such wastes, substances or materials in accordance with applicable federal, state or local law regulation or ordinance.

13. QUITCLAIM

Lessee shall, within ninety (90) days of the expiration or sooner termination of this Lease, execute and deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, a written notice by Lessor reciting such failure or refusal shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

14. HOLDING-OVER

Any holding-over by Lessee after the expiration of the Lease term, with or without the express or implied consent of Lessor, shall constitute a tenancy from month to month and not an extension of the Lease term and shall be on the terms, covenants, and conditions of this Lease, except that the annual rental then in effect shall be increased by twenty-five percent (25%).

15. ADDITIONAL PROVISIONS

(a) Waiver

(1) No term, covenant, or condition of this Lease and no default or breach of any such term, covenant or condition shall be deemed to have been waived, by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition of any other default or breach of any term, covenant or condition of this Lease.

(b) Time

Time is of the essence of this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

(c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

(d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

(e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

(f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

(g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

(h) Captions

The captions of this Lease are not controlling and shall have no effect upon its construction or interpretation.

(i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted and shall not invalidate any of the remaining terms, covenants and conditions.

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STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NO. PRC

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:

CITY OF RIO DELL

By: _____
Jim Stretch, City Manager

Date: _____

LESSOR:

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

By: _____

Title: _____

Date: _____

This Lease was authorized by the
California State Lands Commission on

ACKNOWLEDGEMENT

(Month Day Year)

EXHIBIT A

W 26651

LAND DESCRIPTION

A 20 foot wide strip of State owned submerged land lying in the bed of the Eel River, adjacent to Lots 2 and 6 of fractional Section 36, Township 2 North, Range 1 West, HBM, as shown on official government township plat approved April 20, 1857, County of Humboldt, State of California, the centerline of which is described as follows:

BEGINNING at a point having CCS83, Zone 1, (2010.00) coordinates of North (Y) = 2,075,576.97 feet and East (X) = 5,972,388.97 feet, said point lying distant N 68°43'09" W 3483.09 feet from NGS Monument 101 HUM 53.32 (PID DH6338) having CCS83, Zone 1, (2010.00) coordinates of North (Y) = 2,074,312.82 feet and East (X) = 5,975,634.56 feet; thence N 68°07'57" W 590.48 feet to the beginning of a curve to the right having a radius of 1400.00 feet; thence along said curve through a central angle of 27°53'36" an arc distance of 681.57 feet; thence N 40°11'12" W 723.81 feet to the terminus of said strip.

EXCEPTING THEREFROM any portion lying landward of the Low Water Mark of the left and right banks of the Eel River.

The BASIS OF BEARINGS for this description is CCS83, Zone 1 (2010.00). All distances are grid distances.

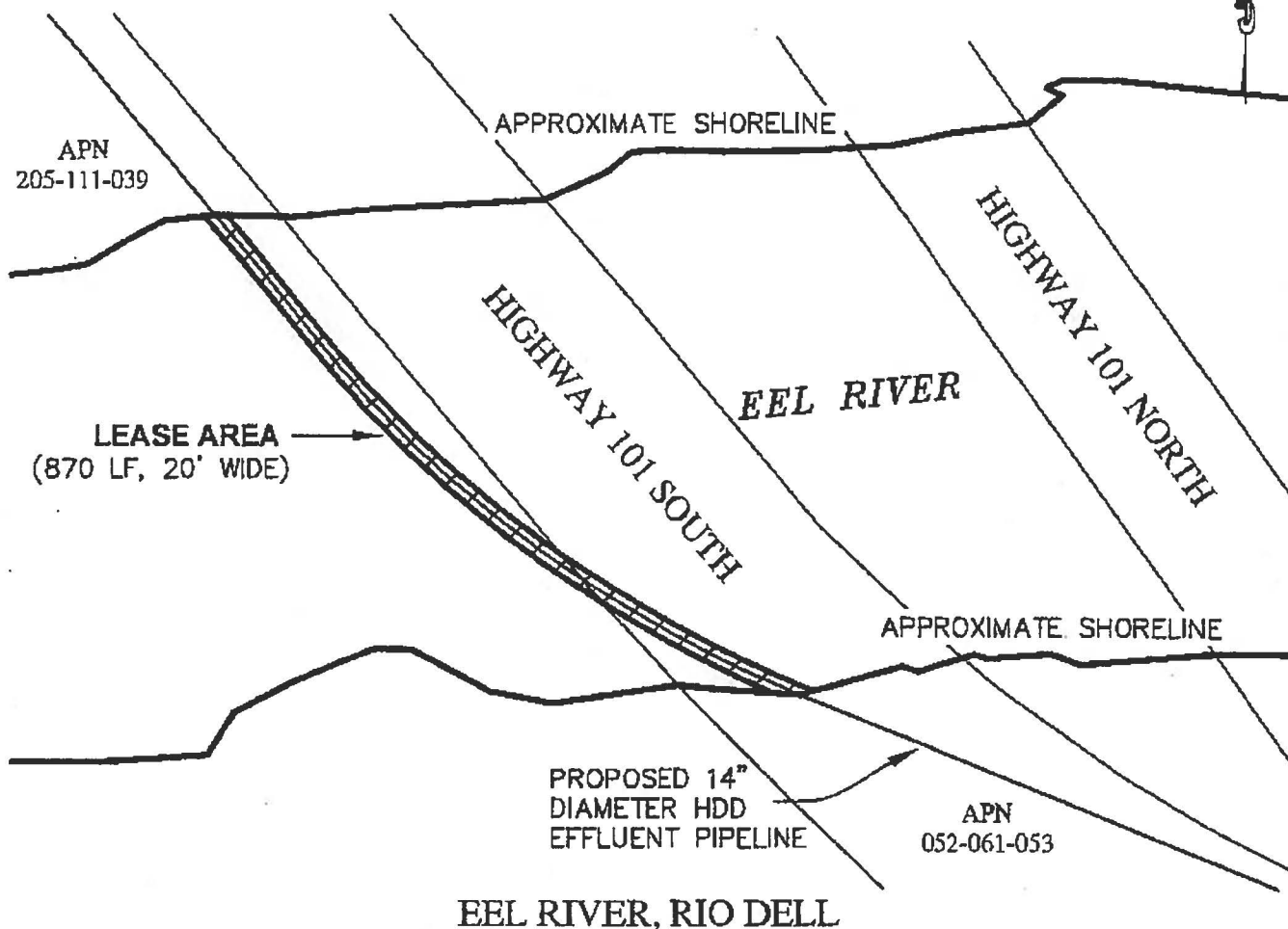
END OF DESCRIPTION

Prepared 03/20/13 by the California State Lands Commission Boundary Unit.



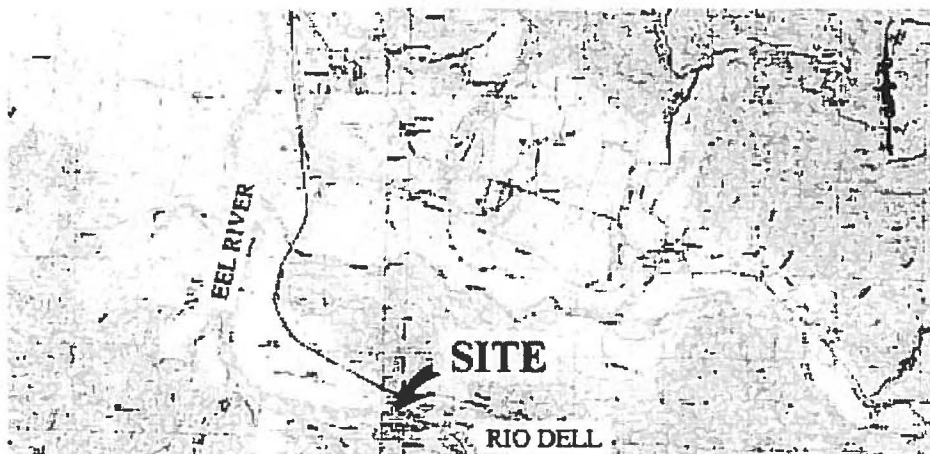
NO SCALE

SITE



NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

Exhibit B

W26651
 CITY OF RIO DELL
 APN 205-111-039 & 052-061-053
 GENERAL LEASE -
 RIGHT - OF - WAY USE
 HUMBOLDT COUNTY



D:\F 07\01\13

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

Exhibit C: Mitigation Monitoring Program

Potential Impact	Mitigation Measure	Location	Monitoring / Reporting Action	Agency Responsible	Timing
Biological Resources					
BIO-6-6. Temporary direct impact to special status species, riparian habitat, and/or federally protected waters of the United States as a result of inadvertent release of drilling fluids in or near the Eel River during Horizontal Directional Drilling (HDD).	<p>MM BIO-6-6</p> <p>BIO-6-6a: Surface monitoring of the HDD alignment shall be conducted during HDD activities, and the HDD bore shall be advanced with particular caution, especially in the final 300 feet of the HDD alignment.</p> <p>BIO-6-6b: A frac-out contingency plan shall be developed by the contractor and submitted to the city of Rio Dell for review and approval prior to commencement of the HDD process. In addition to incorporating all recommendations of hydraulic fracture analysis report (Appendix C of the geotechnical report, included in the Rio Dell Wastewater Reuse Project Draft Supplemental EIR), the plan shall include construction personnel training measures, agency notification procedures, monitoring methods, spill prevention procedures/equipment, and spill containment procedures/equipment, spill clean-up/disposal procedures/equipment. Preventative measures shall include implementation of geotechnical investigation recommendations regarding HDD depth and drilling mud mixture. The frac-out contingency plan shall also disclose the proposed locations of any relief pit(s) and how they will be monitored.</p>	Eel River	Compliance Monitoring	Construction Manager, Project Sponsor, and Project Contractor(s)	1- during, and 2-post construction
Hydrology and Water Quality					
HY-10-2. Temporary direct impact to Eel River water quality as a result of inadvertent release of	<p>MM HY-10-2</p> <p>See MM BIO 6-6a and MM BIO 6-6b</p>	Eel River	Compliance Monitoring	Construction Manager, Project Sponsor, and	1-prior to construction and 2-post construction

Exhibit C: Mitigation Monitoring Program

Potential Impact	Mitigation Measure	Location	Monitoring / Reporting Action	Agency Responsible	Timing
drilling fluids in or near the Eel River during HDD.				Project Contractor(s)	

EXHIBIT D – Rio Dell Wastewater Reuse Project Supplemental EIR

STATEMENT OF FINDINGS

1.0 INTRODUCTION

The California State Lands Commission (CSLC), acting as a responsible agency under the California Environmental Quality Act (CEQA), makes these findings and to comply with CEQA as part of its discretionary approval to authorize issuance of a General Lease – Public Agency Use for the Rio Dell Wastewater Reuse Project (Project). (See generally Pub. Resources Code, § 21069; State CEQA Guidelines, § 15381.)¹ The CSLC has jurisdiction and management authority over all ungranted tidelands, submerged lands, and the beds of navigable lakes and waterways. The CSLC also has certain residual and review authority for tidelands and submerged lands legislatively granted in trust to local jurisdictions (Pub. Resources Code, §§ 6301, 6306). All tidelands and submerged lands, granted or ungranted, as well as navigable lakes and waterways, are subject to the protections of the Common Law Public Trust.

The CSLC is a responsible agency under CEQA for the Project because the CSLC must approve a lease for the Project to go forward and because the city of Rio Dell (City) as the CEQA lead agency, has the principal responsibility for approving the Project and has completed its environmental review under CEQA. The City analyzed the environmental impacts associated with the Project in a Supplemental Environmental Impact Report (EIR) (State Clearinghouse [SCH] No. 2007062006). On August 6, 2013, the City certified the Supplemental EIR, adopted the Project Summary of Environmental Impacts and Mitigation, and adopted Findings.

The City determined that the Project could have significant environmental effects on the following environmental resources:

- Biological Resources
- Hydrology and Water Quality

The components of the Project within the jurisdiction of the CSLC (Eel River) could have significant environmental effects on both of these environmental resource areas.

In certifying the Supplemental EIR and approving the Project, the City imposed various mitigation measures for Project-related significant effects on the environment as conditions of Project approval and concluded that Project-related impacts would be substantially lessened with implementation of mitigation measures.

As a responsible agency, the CSLC complies with CEQA by considering the lead agency's Supplemental EIR and reaching its own conclusions on whether, how, and with what conditions to approve a project. In doing so, the CSLC may require changes in a project to lessen or avoid the effects, either direct or indirect, of that part of the

¹ CEQA is codified in Public Resources Code section 21000 et seq. The State CEQA Guidelines are found in Title 14 of the California Code of Regulations section 15000 et seq.

project which the CSLC will be called on to carry out or approve. In order to ensure the identified mitigation measures and/or Project revisions are implemented, the CSLC adopts the Mitigation Monitoring Plan (MMP) as set forth in Exhibit C as part of its Project approval.

2.0 FINDINGS

The CSLC's role as a responsible agency affects the scope of, but not the obligation to adopt, findings required by CEQA. Findings are required under CEQA by each public agency that approves a project for which a Supplemental EIR has been certified that identifies one or more significant impacts on the environment (Pub. Resources Code, § 21081, subd. (a); State CEQA Guidelines, § 15091, subd. (a)). Because the Supplemental EIR certified by the City for the Project identifies potentially significant impacts that fall within the scope of the CSLC's approval, the CSLC makes the Findings set forth below as a responsible agency under CEQA. (State CEQA Guidelines, § 15096, subd. (h); *Resource Defense Fund. v. Local Agency Formation Comm. of Santa Cruz County* (1987) 191 Cal.App.3d 886, 896-898.)

While the CSLC must consider the environmental impacts of the Project as set forth in the City's Supplemental EIR, the CSLC's obligation to mitigate or avoid the direct or indirect environmental impacts of the Project is limited to those parts which it decides to carry out, finance, or approve (Pub. Resources Code, § 21002.1, subd. (d); State CEQA Guidelines, §§ 15041, subd. (b), 15096, subds. (f)-(g)). Accordingly, because the CSLC's exercise of discretion involves only Eel River, the CSLC is responsible for considering only the environmental impacts related to lands or resources subject to the CSLC's jurisdiction.

The CSLC has reviewed and considered the information contained in the Project Supplemental EIR. All significant adverse impacts of the Project identified in the Supplemental EIR relating to the CSLC's approval of a General Lease – Public Agency Use authorizing Horizontal Directional Drilling (HDD) of a 14-inch-diameter pipeline under the Eel River for treated effluent in the City, near South Bound Highway 101, are included herein and organized according to the resource affected. These Findings, which reflect the independent judgment of the CSLC, are intended to comply with CEQA's mandate that no public agency shall approve or carry out a project for which a Supplemental EIR has been certified that identifies one or more significant environmental effects unless the agency makes written findings for each of those significant effects. The possible findings on each significant effect are (see Pub. Resources Code § 21081, subd. (a) and State CEQA Guidelines § 15091, subd. (a)):

- (1) Changes or alterations have been required in, or incorporated into, the project which mitigate or avoid the significant effects on the environment;
- (2) Those changes or alterations are within the responsibility and jurisdiction of another public agency and have been, or can and should be, adopted by that other agency;
- (3) Specific economic, legal, social, technological, or other considerations, including considerations for the provision of employment opportunities for highly trained

workers, make infeasible the mitigation measures or alternatives identified in the EIR.

Whenever Finding (3) is made, the CSLC has determined that sufficient mitigation is not practicable to reduce the impact to a less than significant level, and even after implementation of all feasible mitigation measures, there will be or could be unavoidable significant adverse impact due to the Project. Significant impacts requiring Finding (3) were not identified in the Supplemental EIR; therefore, a Statement of Overriding Considerations was not adopted by the City.

These Findings are based on the information contained in the Supplemental EIR, as well as information provided to CSLC staff by the Project proponent, all of which is contained in the administrative record. The mitigation measures are briefly described in these Findings; more detail on the mitigation measures is included in the City's Supplemental EIR.

The CSLC is the custodian of the record of proceedings upon which its decision is based. The location of the CSLC's record of proceedings is in the Sacramento office of the CSLC, 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825.

I. IMPACTS REDUCED TO LESS THAN SIGNIFICANT LEVELS WITH MITIGATION

The following impacts were determined in the Supplemental EIR to be potentially significant absent mitigation: BIO-6-6, and HY-10-2. After application of mitigation, however, the impacts were determined to be less than significant.

A. BIOLOGICAL RESOURCES

CEQA FINDING NO. BIO-6-6

Impact: **BIO-6-6. Inadvertent Release of Drilling Fluids Impacting Biological Resources.** The Project may have temporary direct impacts to special-status species, riparian habitat, and/or federally protected waters of the United States as a result of inadvertent release of drilling fluids in or near the Eel River during Horizontal Directional Drilling (HDD).

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the Project that mitigate or avoid the significant environmental effect as identified in the Supplemental EIR.

FACTS SUPPORTING THE FINDING(S)

The potential temporary direct impacts during HDD, from inadvertent release of drilling fluids in or near the Eel River, may impact special-status species, riparian habitat, and/or federally protected waters of the United States. Implementation of **Mitigation Measure BIO-6-6a and BIO-6-6b** will minimize these temporary direct impacts of inadvertent release of drilling fluids in or near the Eel River during HDD.

Mitigation Measure BIO-6-6a: Surface monitoring of the Horizontal Directional Drilling (HDD) alignment shall be conducted during HDD activities, and the HDD bore shall be advanced with particular caution, especially in the final 300 feet of the HDD alignment.

Mitigation Measure BIO-6-6b: A frac-out contingency plan shall be developed by the contractor and submitted to the City of Rio Dell for review and approval prior to commencement of the Horizontal Directional Drilling (HDD) process. In addition to incorporating all recommendations of hydraulic fracture analysis report (Appendix C of the geotechnical report, included in the Rio Dell Wastewater Reuse Project Draft Supplemental EIR), the plan shall include construction personnel training measures, agency notification procedures, monitoring methods, spill prevention procedures/equipment, and spill containment procedures/equipment, spill clean-up/disposal procedures/equipment. Preventative measures shall include implementation of geotechnical investigation recommendations regarding HDD depth and drilling mud mixture. The frac-out contingency plan shall also disclose the proposed locations of any relief pit(s) and how they will be monitored.

LEVEL OF SIGNIFICANCE AFTER MITIGATION

With the mitigation described above, this impact is reduced to a less than significant level.

B. HYDROLOGY AND WATER QUALITY

CEQA FINDING NO. HY-10-2

Impact: **HY-10-2. Inadvertent Release of Drilling Fluids Impacting Hydrology and Water Quality.** Temporary direct impact to Eel River water quality as a result of inadvertent release of drilling fluids in or near the Eel River during HDD.

Finding(s): (1) Changes or alterations have been required in, or incorporated into, the Project that mitigate or avoid the significant environmental effect as identified in the Supplemental EIR.

FACTS SUPPORTING THE FINDING(S)

The temporary direct impacts to Eel River water quality, as a result of inadvertent release of drilling fluids in or near the Eel River during HDD will be minimized by implementation of **Mitigation Measures BIO-6-6a and BIO-6-6b.**

See MM BIO 6-6a and MM BIO 6-6b

LEVEL OF SIGNIFICANCE AFTER MITIGATION

With the mitigation described above, this impact is reduced to a less than significant level.



*Rio Dell City hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com*

October 1, 2013

TO: Honorable Mayor and City Council
FROM: Jim Stretch, City Manager
SUBJECT: Minor amendment to Employee Handbook

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the attached minor change to Employee Handbook section 3.31 (Probation Period).

BACKGROUND AND DISCUSSION

Section 3.31 in the Employee Handbook concerns rule governing the probation period for new employees and permanent employees that move from one position in the City service. The fourth paragraph of the section contemplates that when a permanent employee leaves their position to accept another position, a new probation period begins. If during that probation period the new assignment is not satisfactory, the employee has the right to return to the prior position if their performance there was satisfactory.

The proposed amendment to the section is simply to cover the circumstance that if a new employee during the initial probation period accepts another position (usually a promotion) and it doesn't work out, they can reinstate to the old position and have the opportunity to complete the probation period there, assuming their performance up and until the promotion (change in position) was satisfactory.

The precise language of the proposed amendment is attached.

AMENDMENT TO EMPLOYEE HANDBOOK
SECTION 3.31 (PROBATION)

October 1, 2013

SECTION 3.31, 4TH PARAGRAPH, IS AMENDED TO READ AS FOLLOWS:

An employee in probationary status who vacates his/her position to accept a probationary appointment in a position of a different class and who is terminated during that probationary period shall have the right of reinstatement to their last position to complete probation, unless their performance in that position was less than satisfactory at the time of moving to the new position.

A permanent employee who vacated his/her position to accept a probationary appointment in a position of a different class and who was terminated during the probationary period shall have the right of reinstatement to their last position, unless their performance in that position was less than satisfactory at the time of moving to the probationary position.

675 Wildwood Avenue
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(707) 764-3532



**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
October 1, 2013**

TO: Mayor and Members of the City Council

THROUGH: Jim Stretch, City Manager

FROM: Stephanie Beauchaine, Finance Director

Handwritten initials "SB" in blue ink, positioned to the right of the "FROM:" line.

DATE: September 24, 2013

SUBJECT: Billable Rates

RECOMMENDATIONS

Approve Resolution 1207-2013 Approving the Billable Rate for staff time for the fiscal year 2013-2014 and Rescind Resolution 1162-2012.

BACKGROUND AND DISCUSSION

From time to time the City is involved in various activities and projects that require cost recovery for staff time spent on behalf of a customer. In these circumstances the City prepares an invoice detailing all direct and indirect costs incurred by the City. Often times the primary charge is for staff time, which requires the City to develop a rate that includes the cost of the employee's salary, benefits, supplies, and overhead which is what we call the "billable rate".

We have developed the billable rate for each employee for the fiscal year of 2013-2014 utilizing the following formula: Hourly Rate + Average Benefit Cost Per Department+ Indirect Expenses= Billable Rate.

The hourly rate is set by various employee contract agreements, and the average cost of benefits was figured by dividing the total cost of City benefits by total employee labor hours. Indirect expenses for each department have been determined by subtracting all departmental labor costs from the total departmental budget and dividing the remaining indirect expenses by the total department's labor hours. Non depart

The result of the formula is a billable rate that allows the City to recover all costs associated with staff time. This formula has been reviewed and approved by City Management.

Attachment: Billable Rates

**RESOLUTION NO. 1207-2013
CITY OF RIO DELL
APPROVING THE BILLABLE RATE FOR STAFF TIME
FOR FISCAL YEAR 2013-2014
AND RESCINDING RESOLUTION 1162-2012**

WHEREAS, the California Constitution Article XI, 7 grants Cities the authority to enforce all local ordinances and regulations not in conflict with general laws; and

WHEREAS, the City has further authority to charge regulatory fees to cover the cost of regulatory programs, and user fees to limited to the cost of providing service, and

WHEREAS, the City from time to time must recover the cost of labor and operating expenses; and

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby adopt the following billable rates for staff time to ensure cost recovery on various projects as follows:

Title	Hourly		Indirect Expense	Total Billable
	Rate	Benefits	Per Labor Hour	Hourly Rate
City Clerk	28.18	48%	19.78	\$61.00
City Manager	51.74	39%	19.78	\$92.00
Accountant II	24.65	36%	10.62	\$44.00
Finance Director	34.41	36%	10.62	\$57.00
Fiscal Assistant I	14.55	36%	10.62	\$30.00
Fiscal Assistant II	17.36	36%	10.62	\$34.00
Senior Fiscal Assistant	18.78	36%	10.62	\$36.00
Chief of Police	40.57	58%	11.59	\$76.00
Police Officer	22.63	58%	11.59	\$47.00
Police Officer	22.63	58%	11.59	\$47.00
Police Officer	21.27	58%	11.59	\$45.00
Police Sergeant	27.94	58%	11.59	\$56.00
Utility Lead	19.2	53%	38.26	\$68.00
Utility Worker	14.22	53%	38.26	\$60.00
Utility Worker	13.75	53%	38.26	\$59.00
Utility Worker	13.75	53%	38.26	\$59.00

Prepared by: Stephanie Beauchaine, Finance Director

Page 1 of 2

Resolution No. 1207 Billable Rates for Fiscal Year 2013-2014

Wastewater Superintendent	26.13	53%	38.26	\$78.00
Water Superintendent	29.4	53%	38.26	\$83.00
Community Development Director	36.35	34%	9.24	\$58.00

PASSED AND ADOPTED by the City of Rio Dell on this 1st day of October, 2013.

Ayes:

Noes: None

Abstain: None

Absent: None

Jack Thompson, Mayor

ATTEST:

Karen Dunham, City Clerk

*Rio Dell City hall
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Rio Dell, CA 95562
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October 1, 2013

TO: Honorable Mayor and City Council
FROM: Jim Stretch, City Manager
SUBJECT: Donation of chairs to non-profit organization

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive and file this report

BACKGROUND AND DISCUSSION

Recently the (27) old worn and dated chairs in the City Council Chambers were replaced. In accordance with Rio Dell Municipal Code (RDMC) Chapter 3.40 (Surplus Property), the chairs were declared surplus and offered for transfer to other City Departments. There were no takers.

A second hand dealer in Eureka was phoned and offered to purchase them for \$2 to \$3 each; generating from \$54 to \$81 in total. Considering staff time and expense to transport them to Eureka, that option was ruled-out.

The RDMC authorizes the City Manager to donate or sell at less than market surplus property to public agencies and nonprofit organizations. The Scotia/Rio Dell Chamber of Commerce had recently borrowed the chairs and expressed an interest in receiving them if the City was willing. Accordingly, the chairs were donated to the Chamber on 9-24-13 and removed from the City's inventory.

This report to the Council is required under RDMC section 3.40.040 (4) when the City Manager transfers or disposes of surplus property.

Director of Finance (equipment inventory)

Rio Dell City hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
riodellcity.com



October 1, 2013

TO: Honorable Mayor and City Council
FROM: Jim Stretch, City Manager
SUBJECT: Determination of public access to Eel River at Painter Street

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Direct staff to assess pertinent property ownership boundaries near the east end of Painter Street, and evaluate potential measures to limit public access to the Eel River at the end of Painter Street to foot traffic only. Potential measures include installing a pedestrian pass through and lockable gate to allow law enforcement and the fire department access to the River, and including grading as necessary for the river route, and
2. Authorize the City Manager to engage a Land Surveyor to determine the City's alignment and termination of Painter Street, if required.

BACKGROUND AND DISCUSSION

This agenda item is the result of recent complaints received by the Police Department from citizens regarding gates improperly installed by others, preventing public access to the Eel River at Painter Street. Painter Street has historically been a public access point to the river bar, including some vehicular traffic.

Property ownership of the area where the gates are located should be assessed, and the gates installed between the end of the paved surface of Painter Street down to the river's edge should be removed as an impediment to historic public access. Additionally, a question for the Council to consider is, once removed, what kind of public access should be allowed at that location?

The City right-of-way for Painter Street is 50' and the street currently terminates where the trail continues to the riverbed. There is no cul-de-sac to facilitate a turning movement and parking is limited. In its current configuration, Painter Street should not be encouraged to be a major access point to the river.

The Chief of Police notes that at this time the only point of entry for emergency vehicles is from Edwards Drive near the Eagle Prairie Bridge. Another access at Painter Street would be beneficial to his department and the fire department for a quicker response to calls and activity on the bar at the north end of the City.

If the Council determines that access to the river at Painter Street is to be allowed, it is recommended that public access be limited and enforced consistent with the hours posted at the Edwards Drive access, generally a few minutes before sunrise and a few minutes after sunset.

Depending, in part, on the findings of the property boundary analysis, the Council potentially has (3) options at the location for river access, all allowing law enforcement and fire department entry to the river:

1. Fence and sign the location for no access to the river, with lockable gate. There would be a sign.
2. Restrict access to foot traffic only (with sign), with a pedestrian pass through and lockable gate. Access hours to be stated on sign.
3. Allow full access to the river, including motor vehicles. Access hours to be stated on sign.

Although there may be any number of variations on these major themes, based on current knowledge option #2 would be recommended.


Once a decision is made regarding how the City would like to proceed, staff will further assess property boundary and access issues to see if the preferred alternative is feasible, and report to the Council accordingly. It should be noted that the installation of the gate on Edwards Drive cost approximately \$1,000.

Cc: Public Works
Police Department

675 Wildwood Avenue
Rio Dell, Ca 95562
(707) 764-3532



**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
October 1, 2013**

TO: Mayor and Members of the City Council
THROUGH:  Jim Stretch, City Manager
FROM: Stephanie Beauchaine, Finance Director
DATE: October 1, 2013
SUBJECT: **WWTP Project Change Order No. 8 and Capital Purchases**

RECOMMENDATIONS

Approve Change Order (CO) No. 8 in the amount of \$70,253.89, including the purchase of capital items totaling \$16,970.58.

BUDGETARY IMPACT

A reduction of the WWTP Project contingency budget of \$87,224.47, leaving a remaining balance of \$18,822.20.

BACKGROUND AND DISCUSSION

The WWTP Project is now nearing the end of completion with an expected one month of construction remaining. When the project was bid, City staff were uncertain whether the project would be fully funded. As a result, many of the finishing touches were eliminated and only the bare minimum necessities were included.

The original budget included a 1.5% contingency of \$189,000.00, of which \$106,046.67 remains. Seven (7) change orders (CO) have been approved thus far totaling \$82,953.33.

As the project nears completion, we are becoming aware of components that were originally deleted from the project that would better complete the WWTP upgrade. Wastewater staff has worked in concert with the contractor, and construction manager to identify such items, resulting in this request totaling \$87,224.47.

Included is paving at various locations at the WWTP site for a total of \$43,928.03. This paving will help with drainage, reduce mud holes and future site maintenance and will give the plant a completed look. The request includes \$26,325.86 to complete the plant building, adding walls to

the existing stand-alone roof structure to protect the existing equipment. Also included in the request is \$10,146.86 for LED lighting upgrades that staff is working with Redwood Coast Energy Authority to qualify for rebates. And last, the request includes \$16,970.58 in capital purchases for a small site vehicle with mower attachments to be able to maintain areas of the effluent disposal field that the contract's mowing equipment cannot reach.

It should be noted that there will be a few more change orders to be brought to the Council before the project is complete, such as the optional demolition of the old concrete clarifiers, that are now big holes in the ground, and the disposal of disconnected and surplus plant equipment (RBC's), estimated to cost somewhere in the \$100,000 - \$200,000 range. One bid has been received and we are anticipating a second bid. The City also has outstanding credits to be negotiated with the contractor, estimated at between \$8,000 - \$10,000.

Besides the project contingency fund, the Council should be aware that the Wastewater Reserve has a total available balance of \$812,173.00 to fund other work, such as the demolition of the clarifiers and other improvements that may cost more than the projected balance in the project contingency fund (\$18,822.20). The recommended approach is to access the Reserve Fund after project funds are spent down.

WWTP Priority List

PCO #	Description of Request	Proposal Amount	Priority #
32 Rev. 1	2" AC Paving in areas shown as gravel between Bio Tank and Dewatering Building and around Blower Building. Includes area at northwest corner of Dewatering Building. Includes two drain inlets tied into 4" drain piping between Bio Tank and Dewatering Building.	\$ 13,679.39	1
33	Install 70 linear feet of AC Dike	\$ 1,781.64	1
36	Additional 3" AC Paving over 6" Class 2 AB at existing diesel fuel tank location.	\$ 1,418.95	1
37	Additional 3" AC Paving for road through berm south of Bio Tank.	\$ 4,008.69	1
38	AC leveling courses for area southeast of Bio Tank prior to overlay.	\$ 3,054.24	1
39	3" AC Paving of driveway from Edwards to staging area.	\$ 11,166.00	1
64	3" AC Paving of 1848 sq.ft. of driveway through staging area from Edwards driveway paving per Proposal 39 to plant paving per Proposal 37	\$ 8,819.12	1
All Paving Total		\$ 43,928.03	
66	Supply and install 24ga painted wall panels, sub-framing and steel man door at Air Gap Pad.	\$ 6,150.90	2
72	Install 120v outlet at Air Gap Pad.	\$ 689.33	3
71	Retrofit existing pole mount fixtures with new LED kits and remove old lamps and ballasts.	\$ 10,146.86	4
68	Supply and install new Armstrong Sheet Vinyl with 4" rubber base in existing Lab Bldg. Price includes 3 moisture tests. Price excludes moisture proofing existing concrete and removal of existing flooring and glue.	\$ 4,613.18	5
65	Supply and install 12' of lower cabinets and laminate top similar to existing cabinets in existing Lab Bldg.	\$ 4,725.59	6
Plant Building Total		\$ 26,325.86	
Capital Equipment for Irrigation Field Maintenance			
C-1	John Deere Gator XUV 625I ATV	\$9,856.25	1a
C-2	Mower Attachment for Gator	\$4,262.38	1a
C-3	Brush Cutter 24" Self Propelled	\$2,851.95	1a
Total for Capital Equipment		\$16,970.58	
Total Cost of PCO's		\$ 87,224.47	

**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
October 1, 2013**

TO: Mayor and Members of the City Council

THROUGH:  Jim Stretch, City Manager

FROM: Stephanie Beauchaine, Finance Director 

DATE: September 24, 2013

SUBJECT: Resolution 1210-2013 First Amendment to the City of Rio Dell Solid Waste and Recycling Franchise Agreement

RECOMMENDATION

Approve Resolution 1210-2013 First Amendment to the City of Rio Dell Solid Waste and Recycling Franchise Agreement

BUDGETARY IMPACT

None.

BACKGROUND AND DISCUSSION

City Staff have been working with Eel River disposal to clarify the language in the Franchise agreement to better detail how rate increases are calculated. We have added language within each of the rate adjustment sections showing the rate increase formulas and we have added exhibits previously excluded which are necessary to make the calculations. Below is a summary of the changes:

2.01.02.06 ~~Exhibit D~~ should be replaced with Exhibit F

2.03.03 ~~Exhibit A and A-1~~ should be restated as Exhibit A-1 and A

2.03.04 Rate Adjustments: Rates may be adjusted annually based on the Consumer Price Index (CPI) for the month of January to be effective July 1st of each year. Fee rates will be calculated on four separate exhibits: Exhibit A-1 Eel River Disposal Rate per Ton, Exhibit A Disposal Rates, Exhibit B Collection Rate, and Exhibit Combined Rate (Includes combination of Collection plus Disposal). The rates will be calculated as follows:

1. Exhibit A-1 Disposal Rate by Ton: Exhibit A-1 represents the total cost of disposal per ton. The calculation includes both costs from Eel River Disposal and costs of HWMA which are passed on to ERD. Each year Eel River Disposal Fees will be adjusted by 75% of the current CPI. Those fees will then be added to

HWMA's pass through Fees for a total rate per ton. The Fee per ton will be utilized to calculate Exhibit A.

Formula: (Prior Year ERD Fee X 75% of CPI) + HWMA Pass through Fees=
Current Year Per Ton Rate

2. Exhibit A Disposal Rates: Exhibit A is a breakdown of the disposal rate per ton (calculated in exhibit A-1) into various sizes based on the portion of the 1 ton rate. This fee represents the total cost of disposal by size. The sizes and calculations are as follows:

<u>Size</u>	<u>Portion of 1 Ton</u>
20 Gallon =	.01 tons
32 Gallon =	.016 tons
40 Gallon =	.02 tons
64 Gallon =	.032 tons
1 Cu Yd =	.101 tons
1.5 Cu Yd =	.1515 tons
2 Cu Yd =	.202 tons
3 Cu Yd =	.303 tons
4 Cu Yd =	.404 tons
6 Cu Yd =	.606 tons
8 Cu Yd =	.808 tons

Formula: Total Disposal Rate per Ton (Figure A-1) X Portion of 1 Ton Rate= Fee per Size

3. Exhibit B Collection Rates: Exhibit B represents the cost for ERD to Collect Waste. Collection Rates will be adjusted at 100% of the current year CPI adjustment.

Formula: Prior Year Collection Rate x 100% of CPI Adjustment = Current Year Collection Rate

4. Exhibit C: Exhibit C is the Combined Rate of the current year disposal fee (Exhibit A) by size and the current year collection fee (Exhibit B) by size.

Formula: Current Year Collection Fee by size (Exhibit B) + Current Year Disposal Fee (Exhibit A) by size = Combined Rate by size

The new Exhibit listing is as follows:

- A-1 Disposal Rate by Ton
- A Disposal Rate
- B Collection Rate
- C Combined Rate

C Combined Rate

D CPI Table

E Disposal Rate by Size (Excel Spreadsheet Prepared by ERD)

F Service to the City

The language has been reviewed and approved by the City Attorney, and Eel River Disposal.

RESOLUTION NO. 1210-2013
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
FIRST AMENDMENT TO CITY OF RIO DELL SOLID WASTE and
RECYCLING FRANCHISE AGREEMENT

This First Amendment to City of Rio Dell Solid Waste and Recycling Franchise Agreement (hereinafter this "First Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "CITY" and EEL RIVER DISPOSAL COMPANY, INC., a California corporation, hereinafter referred to as "CONTRACTOR", and shall be deemed effective as of September __, 2012 (the "First Amendment Effective Date"). Where collective reference is intended, the CITY and CONTRACTOR are hereinafter referred to as the "Parties." The Parties understand and recite as follows:

RECITALS

A. WHEREAS, CITY and CONTRACTOR have both executed that certain written agreement entitled City of Rio Dell Solid Waste and Recycling Franchise Agreement dated January 1, 2007 (hereinafter the "Agreement");

B. WHEREAS, collection rates and disposal fees have been repeatedly adjusted under the Agreement; and

C. WHEREAS, CITY and CONTRACTOR wish to restate the current rates and fees in effect under the Agreement, and clarify the protocol for future rate and fee increases.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, CITY and CONTRACTOR agree to amend and modify the Agreement as follows:

AGREEMENT

1. **Amended and Restated Exhibits "A", "A-1", "B", "C", "D", "E", and "F"**. CITY and CONTRACTOR acknowledge that, following execution of the Agreement, rates and charges applicable to waste collection and disposal fees were adjusted by the Parties each fiscal year following January 1, 2007 (the effective date of the Agreement). As of the First Amendment Effective Date, the rates and charges in effect under the Agreement constitute the rates and charges recited in **Exhibits A Disposal Rate, A-1 Disposal Rate by Ton, B Collection Rate, C Combined Rate, D CPI Table, E Disposal Rate by Size, and F Service** to the City appended to this First Amendment, which are hereby incorporated by reference. CITY and CONTRACTOR agree and acknowledge that the rates and charges recited in the exhibits attached to this First Amendment are correct and accurate, and shall constitute the rates and

charges applicable under the Agreement following the First Amendment Effective Date. Revised and amendment Section 2.03.04 (as it appears in Section 2 of this First Amendment, below) shall be interpreted by reference to the Exhibits attached to this First Amendment.

2. Amendment to Section 2.01.02.06 Section 2.01.02.06 of the Agreement shall be amended replacing Exhibit D with Exhibit F.

3. Amendment to Section 2.03.03. Section 2.03.03 of the Agreement shall be amended as follows: Exhibit A and A-1 shall be replaced by Exhibit A-1 and A.

4. Amendment to Section 2.03.04 CPI Rate Adjustments. Section 2.03.04 of the Agreement shall be deemed deleted in its entirety, the following underlined text shall be substituted in its place and the Agreement shall hereinafter be read and interpreted as if the following text appears therein:

2.03.04 Rate Adjustments: Rates may be adjusted annually based on the Consumer Price Index (CPI) for the month of January to be effective July 1st of each year. Fee rates will be calculated on four separate exhibits: Exhibit A-1 Eel River Disposal Rate per Ton, Exhibit A Disposal Rates, Exhibit B Collection Rate, and Exhibit Combined Rate (Includes combination of Collection plus Disposal). The rates will be calculated as follows:

1. Exhibit A-1 Disposal Rate by Ton: Exhibit A-1 represents the total cost of disposal per ton. The calculation includes both costs from Eel River Disposal and costs of HWMA which are passed on to ERD. Each year Eel River Disposal Fees will be adjusted by 75% of the current CPI. Those fees will then be added to HWMA's pass through Fees for a total rate per ton. The Fee per ton will be utilized to calculate Exhibit A.
Formula: (Prior Year ERD Fee X 75% of CPI) + HWMA Pass through Fees= Current Year Per Ton Rate

2. Exhibit A Disposal Rates: Exhibit A is a breakdown of the disposal rate per ton (calculated in exhibit A-1) into various sizes based on the portion of the 1 ton rate. This fee represents the total cost of disposal by size. The sizes and calculations are as follows:

<u>Size</u>	<u>Portion of 1 Ton</u>
20 Gallon =	.01 tons
32 Gallon =	.016 tons
40 Gallon =	.02 tons
64 Gallon =	.032 tons
1 Cu Yd =	.101 tons
1.5 Cu Yd =	.1515 tons
2 Cu Yd =	.202 tons

3 Cu Yd = .303 tons
4 Cu Yd = .404 tons
6 Cu Yd = .606 tons
8 Cu Yd = .808 tons

Formula: Total Disposal Rate per Ton (Figure A-1) X Portion of 1 Ton Rate = Fee per Size

3. Exhibit B Collection Rates: Exhibit B represents the cost for ERD to Collect Waste. Collection Rates will be adjusted at 100% of the current year CPI adjustment.

Formula: Prior Year Collection Rate x 100% of CPI Adjustment = Current Year Collection Rate

4. Exhibit C: Exhibit C is the Combined Rate which is a combination of the current year disposal fee (Exhibit A) by size and the current year collection fee (Exhibit B) by size.

Formula: Current Year Collection Fee by size (Exhibit B) + Current Year Disposal Fee (Exhibit A) by size = Combined Rate by size

Rates shall be adjusted annually, based on the Consumer Price Index (CPI) for the US City Average- All Urban Consumer Index, CPI- U (All Urban Consumers, for the month of January, compiled and published by the United States Department of Labor, Bureau of Labor Statistics. The rate amounts for each year shall be adjusted to the nearest five (5) cents.

If the index is changed by the Bureau of Labor Statistics, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this agreement such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as the prior calculation had the table not been discontinued or revised.

In consideration of a CPI rate adjustment, CONTRACTOR must submit six (6) exhibits: Exhibit A-1 Disposal Rate by Ton, Exhibit A Disposal Rate, Exhibit B Collection Rate, Exhibit C Combined Rate, Exhibit D CPI Table, and Exhibit E Disposal Rate by Size. Calculation of any CPI service rate adjustment must be approved by the CITY Council prior to any service rate change taking effect. The CITY Council shall not unreasonably withhold approval of a CPI increase.

5. Continuation of Agreement and First Amendment Execution. Except as modified and amended by this First Amendment, all terms and provisions of the Agreement shall continue in full force and effect. This First Amendment may be

executed in counterparts, all of which shall be taken together as one whole. A facsimile or electronically scanned signature shall be deemed to constitute an original signature.

CITY OF RIO DELL, a Municipal Corporation

By: _____
Name: _____
Its: _____

**EEL RIVER DISPOSAL COMPANY, INC., a
California corporation**

By: _____
Name: _____
Its: _____

Ayes:
Noes:
Abstain:
Absent:

Jack Thompson, Mayor

ATTEST:

Karen Dunham, City Clerk

City of Rio Dell

Disposal Rates

EXHIBIT A

111.74 Per Ton

Effective 7-1-13

Bag Service	1 Bag						
Regular	\$1.88						
Monthly Rate							
20-Gallon Can	1 Can						
1xWeekly	\$5.10						
Monthly Rate							
32-Gallon Can	1 Can	2 Cans	3 Cans	4 Cans			
1xWeekly	\$8.16	\$16.31	\$24.47	\$32.62			
2XWeekly	\$16.31	\$32.62	\$48.93	\$65.24			
Monthly Rate							
Bins No Rental	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
1xWeekly	\$51.48	\$77.22	\$102.96	\$154.44	\$205.92	\$308.87	\$411.83
2xWeekly	\$102.96	\$154.44	\$205.92	\$308.87	\$411.83	\$617.75	\$823.66
3XWeekly	\$154.44	\$231.65	\$308.87	\$463.31	\$617.75	\$926.62	\$1,235.49

EXHIBIT A1

RIO DELL

ERD FEES:

ERD Labor Cost	\$7.00 75 % of CPI
ERD Operation	\$4.33 75 % of CPI
ERD Scale Maintenance	\$0.76 75 % of CPI
ERD Haul Cost Avoidance	-\$10.59 75 % of CPI
ERD Capital Cost	\$5.88 FIXED FEE
ERD Return on Investment	\$6.62 75 % of CPI

HWMA FEES:

Operations	\$28.69
Indirect Expenses	\$10.53

Payroll	\$19.22
Capital Expenditures	\$12.77
Transportation	
Landfill	

Household Hazardous Waste Program	\$6.19
County/City Recycling Programs	\$4.93
Table Bluff Maintenance	\$0.50
County Local Enforcement Agency (LEA)	\$2.66
Cleanup Fees	\$0.57
Cummings Landfill Maintenance, Monitoring	\$4.67
County Rural Container Subsidy	\$2.76
Administration	\$3.10

Other Fees (Fortuna Host fee of 1.15 per ton)	\$1.15
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TOTAL

\$111.74

City of Rio Dell

Collection Rate

EXHIBIT B

Bold numbers
effective 7-1-13

1.016

Bag Service	1 Bag						
Regular	\$4.35						
	\$4.42						
Curbside Recycling	\$5.95						
	\$6.05						
Monthly Rate							
20-Gallon Can	1 Can						
1xWeekly	\$14.81						
	\$15.05	2 Cans	3 Cans	4 Cans			
		\$23.73	\$32.88	\$38.73			
Monthly Rate		\$44.87	\$63.19	\$74.91			
32-Gallon Can	1 Can						
1xWeekly	\$16.94	\$24.11	\$33.41	\$39.35			
2XWeekly	\$29.56	\$45.59	\$64.20	\$76.11			
	\$17.21						
	\$30.03	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
		\$42.85	\$57.20	\$85.82	\$114.36	\$171.62	\$229.37
Monthly Rate		\$85.17	\$113.68	\$170.43	\$227.57	\$340.95	\$454.64
Bins No Rental	1 Yard	\$127.82	\$170.43	\$255.78	\$340.95	\$511.39	\$682.26
1xWeekly	\$28.58						
2xWeekly	\$51.00	\$43.54	\$58.12	\$87.19	\$116.19	\$174.37	\$233.04
3XWeekly	\$85.82	\$86.53	\$115.50	\$173.16	\$231.21	\$346.41	\$461.91
		\$129.87	\$173.16	\$259.87	\$346.41	\$519.57	\$693.18
	\$29.04						
	\$51.82						
	\$87.19	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
		\$21.69	\$24.38	\$29.74	\$34.98	\$46.01	\$53.63
Bin Rental	1 Yard	\$22.04	\$24.77	\$30.22	\$35.54	\$46.75	\$54.49
	\$19.06						
	\$19.36						

City of Rio Dell

Combined Rate

To be effective 7-1-13

EXHIBIT C

Bag Service **1 Bag**
 Regular \$6.30

Curbside Recycling \$6.05

Monthly Rate

20-Gallon Can **1 Can**
 1xWeekly \$20.14

Monthly Rate

32-Gallon Can	1 Can	2 Cans	3 Cans	4 Cans
1xWeekly	\$25.37	\$40.42	\$57.87	\$71.97
2XWeekly	\$46.34	\$78.21	\$113.13	\$141.35

Monthly Rate

Bins No Rental	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
1xWeekly	\$80.52	\$120.75	\$161.07	\$241.63	\$322.11	\$483.24	\$644.87
2xWeekly	\$154.77	\$240.97	\$321.41	\$482.03	\$643.04	\$964.15	\$1,285.58
3XWeekly	\$241.63	\$361.52	\$482.03	\$723.18	\$964.15	\$1,446.19	\$1,928.67

Bin Rental	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
	\$19.36	\$22.04	\$24.77	\$30.22	\$35.54	\$46.75	\$54.49

EXHIBIT D



Databases, Tables & Calculators by Subject

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Data extracted on: May 21, 2013 (1:49:42 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SAO
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0	183.3	184.6
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9	187.6	190.2
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3	193.2	197.4
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6	200.6	202.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594	228.850	230.338
2013	230.280	232.166	232.773	232.531											

12-Month Percent Change

Series Id: CUUR0000SAO
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: .xls

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3	2.5	2.0
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7	2.3	3.0
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4	3.0	3.8
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2	3.8	2.6
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8	2.5	3.1
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8	4.2	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4	-0.6	-0.1
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2	2.8	3.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1	2.3	1.8
2013	1.6	2.0	1.5	1.1											

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EXHIBIT E

SIZE	TON	RATE	Rate/cont.	Monthly Rate	Rate w/FF	Monthly Rate w/ff
	1#/GAL-202#/YD					
20 Gallon	0.01	111.73	1.12	4.84	1.18	5.10
32 Gallon	0.016	111.73	1.79	7.75	1.88	8.15
40 Gallon	0.02	111.73	2.23	9.68	2.35	10.19
64 Gallon	0.032	111.73	3.58	15.49	3.76	16.31
1 Cu Yd	0.101	111.73	11.28	48.90	11.88	51.47
1.5 Cu Yd	0.1515	111.73	16.93	73.35	17.82	77.21
2 Cu Yd	0.202	111.73	22.57	97.80	23.76	102.95
3 Cu Yd	0.303	111.73	33.85	146.70	35.64	154.42
4 Cu Yd	0.404	111.73	45.14	195.60	47.51	205.90
6 Cu Yd	0.606	111.73	67.71	293.40	71.27	308.85
8 Cu Yd	0.808	111.73	90.28	391.20	95.03	411.79

EXHIBIT F

SERVICE TO THE CITY RIO DELL FRANCHISE AGREEMENT

CONTRACTOR shall provide CITY with solid waste collection of up to twelve 32-gallon cans per week. The CITY may increase this limit by one can per year. CITY reserves the right to control the location and frequency of pick up within the above stated limits. Locations of bins are to be designated by CITY from time to time in writing. CONTRACTOR shall also provide recycling service to CITY. The list of materials that CONTRACTOR is required to pickup for such recycling collection shall not exceed that established in this Agreement, or as it is from time to time amended. (See section 2.01.03.05 in regard to recycling service.)

Current Can Locations: as of January, 2007

Police & City Hall	3 cans
Corporation Yard	1 four yard dumpster
Public Cans located throughout town	9 cans

CONTRACTOR will also provide services one day per year for a clean up event. Those services will include disposal bins and recycling bins. Recycling will include metals, wood, cardboard, and appliances. CONTRACTOR will provide labor to assist residents with their material. CONTRACTOR will not be required to accept tires, hazardous materials, liquids, household garbage, commercial waste, or waste from remodeling projects. Participants will be required to demonstrate that they are residents of Rio Dell. The CITY will pay for disposal costs of the disposed material from the event, but will not pay for transportation, or CONTRACTOR's labor. CITY and CONTRACTOR will work together to maximize recycling and minimize disposal. CITY will be responsible for organizing and publicizing the event. CITY will determine the date for the event.