



AGENDA
RIO DELL CITY COUNCIL
REGULAR MEETING – 6:30 P.M.
TUESDAY, APRIL 19, 2016
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
- 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) 2016/0419.01 - Approve Minutes of the April 5, 2016 Regular Meeting (**ACTION**) 1

- 2) 2016/0419.02 - Approve Budget Calendar for adoption of FY 2016-2017 City of Rio Dell Operating and Capital Budget (**ACTION**) 16
- 3) 2016/0419.03 - Authorize the Mayor to sign the Response to the 2013-2014 Grand Jury Report (**ACTION**) 18
- 4) 2016/0419.04 - Approve Resolution No. 1294-2016 approving the Solid Waste, Organic Materials and Recycling Franchise Agreement with Eel River Disposal (**ACTION**) 23
- 5) 2016/0419.05 - Check Register for March, 2016 (**RECEIVE & FILE**) 72

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. SPECIAL PRESENTATIONS/STUDY SESSIONS

- 1) 2016/0419.06 - Presentation by R. J. Riccardi, CPA on the FY 2014-2015 Audit

I. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2016/0419.07 - Authorize City Manager to Extend Engagement of Auditing Firm of R. J. Riccardi, CPA's to complete the FY 2015-2016 Audit (**DISCUSSION/POSSIBLE ACTION**) 77
- 2) 2016/0419.08 - Discussion of potential Public Hearing dates regarding Medical Marijuana Commercial Land Use Regulations, Section 17.30.195 of The Rio Dell Municipal Code (RDMC) (**DISCUSSION/POSSIBLE ACTION**) 84
- 3) 2016/0419.09 - Discuss Measure Z Application and authorize Mayor and Council to sign letter to Humboldt County Board of Supervisors (**DISCUSSION/POSSIBLE ACTION**) 86

J. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2016/0419.10 - Second Reading (by title only) and Adoption of Ordinance 344-2016 establishing an Alternate Planning Commissioner and annually appointing a Chairperson and Vice Chairperson (**DISCUSSION/POSSIBLE ACTION**) 91
- 2) 2016/0419.08 - Approve Resolution No. 1293-2016 Establishing Water Rates for Recreational Vehicle (RV) Spaces (**DISCUSSION/POSSIBLE ACTION**) 97

K. REPORTS/STAFF COMMUNICATIONS

- 1. City Manager
- 2. Chief of Police

3. Finance Director
4. Community Development Director

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular meeting will be on May 3, 2016
at 6:30 p.m. in City Hall Council Chambers*

**RIO DELL CITY COUNCIL
REGULAR MEETING
APRIL 5, 2016
MINUTES**

The regular meeting of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Wilson.

ROLL CALL: Present: Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes and Marks

Absent: Councilmember Thompson (excused)

Others Present: City Manager Knopp, Finance Director Woodcox, Chief of Police Hill, and City Clerk Dunham

Absent: Community Development Director Caldwell, Water/Roadways Superintendent Jensen and Wastewater Superintendent Chicora (excused)

PUBLIC PRESENTATIONS

None

CONSENT CALENDAR

Motion was made by Johnson/Marks to approve the consent calendar including approval of minutes of the March 15, 2016 regular meeting; and approval of Resolution No. 1292-2016 to renew and re-designate the North Coast Recycling Market Development Zone (North Coast RMDZ). Motion carried 4-0.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Water Services to the Rio Dell Community Garden

City Manager Knopp provided a staff report and said the Community Garden on Rio Dell Avenue has been inactive over that last couple of years due to drought and lack of involvement. Members of the community and the Community Resource Center have expressed interest in getting it re-established.

He said staff has been working with the Community Resource Center to come up with a plan to cover the cost of the water used at the Community Garden since State law requires that the City bill for all consumers. He said the Community Resource Center has committed \$450,000 in funds to cover the water bill for a period of 6 months when the garden is active. He said staff expects the \$450,000 to cover the charges for that period of time but in the event of an unexpected occurrence such as a break in the water line, any excess usage would be the responsibility of the City. He said the City is in a better position to absorb

those costs and staff believe the risk can be managed through regular monitoring of the meter. He said it would begin as a one-year pilot program to see how it goes before continuing the following year. He noted that the participants of the Community Garden would still have to adhere to current water conservation measures such as only watering on odd/even days. He said there would be a sign posted explaining drought rules, contact information and procedures on what to do in the event of a leak or break in the line.

City Manager Knopp said staff's recommendation is to direct staff to move forward with the plan as described unless there is another direction the Council would like to consider.

Mayor Pro Tem Johnson questioned the number of people expected to use the garden and if the gate is large enough to get a tractor in with a rototiller.

City Manager Knopp said there were approximately six or eight people at the last Council meeting interested in participating but there may be more as people find out that the facility will be reopened. He said he believes there is a way to get equipment in although it has only seen a normal size gate.

Councilmember Marks felt that if there is interest expressed by the community, the City should try and accommodate their request.

Mayor Wilson stated that there is water meters that can be set to stop flows after a designated number of units which is one way to avoid excess usage due to leaks. He asked if staff had explored that as an option.

City Manager Knopp indicated that the Water Superintendent was looking into similar devices and that the City may be able to get a couple on a trial basis to test out for other potential uses.

Sara Faught, Coordinator of the Rio Dell Community Resource Center addressed the Council and said they just had another committee meeting and discussed the proposal and the gardeners are going to be donating a cap that goes on the top of the water spicket that locks so water is not accessible to anyone that hasn't paid to participate in the program. She noted that the gardener who fixed the recent leak offered to be present when the water is turned back on to make it was fixed properly.

She also presented trends and numbers related to services they provide at the Rio Dell Community Resource Center. She said in adding up the numbers for services for the month of March, they provided 15 homeless individuals with emergency food bags, transportation, legal referrals, as well as access to their fax machine, copier and computers. She said they also provided 13 emergency food bags, 67 commodities bags and hosted a very successful Easter Egg Hunt in which 361 participants showed up.

Mayor Pro Tem Johnson said that he hopes the community garden is a resounding success and he could imagine people who live in apartments or those that simply don't have space to grow a garden would enjoy the opportunity to be able to grow fresh produce.

Consensus of the Council was that staff moves forward under the described plan to finance the Community Garden in partnership with the Rio Dell Community Resource Center.

Purchase and Installation of Electronic Sign for Public Information Purposes

City Manager Knopp provided a staff report and said Councilmember Garnes had proposed the placement of a LED sign along Wildwood Avenue to be able to better communicate with the community and advertise meeting dates or upcoming special events.

He said potential locations include an area in front of City Hall or in one of the three (3) medians along Wildwood Avenue. He stated that one of the cost multipliers is the electricity to install the sign so the idea is to place it in an area where electricity is readily available. He presented maps identifying five (5) potential sites including marks showing where electricity is adjacent to the corresponding site. He noted that the preferred location would be in the median at the northern end of the Wildwood Avenue approximately 20-50 feet south of the Rio Dell welcome sign.

An example of a lower cost sign option was presented in the range of \$2,000 plus staff's time for installation. Staff noted that the other option would be to hire a professional contractor to install the sign with costs in the range of \$10,000.

Councilmember Garnes commented that it is important to be able to communicate to the community when special events or meetings are scheduled. She said she thought the best location for the sign would be at the north end of Wildwood Avenue behind the Welcome sign and felt that if it was installed at the south end of Wildwood Avenue people may not see it if they typically use the Wildwood Ave. or Davis St. exit. She added that this would be a relatively low cost way to get messages out to the community and that the sign could perhaps be utilized by the Fire Department, School or Chamber of Commerce to advertise events.

City Manager Knopp explained that the proposed sign does not include Wi-Fi access so staff will have to physically access the sign and change the message with a thumb drive.

Mayor Pro Tem Johnson questioned the reliability of the sign.

City Manager Knopp stated that the company providing the sign is *Outdoor Signs America* which is a reputable sign company but anytime you have something outside and is electrical it is eventually prone to failure.

Mayor Wilson called for public comment on the proposed sign.

Kathleen Kemp questioned the availability of solar signs.

City Manager Knopp stated that there are mobile solar signs or battery operated signs that are pulled on a trailer which staff did look into.

Melissa Marks pointed out that regarding placement of the sign, she noticed there was currently a lot of traffic coming from Davis St. to the Dollar General.

Councilmember Garnes commented that having the sign installed at City Hall facing Wildwood Avenue was discussed but she thought a 2-sided sign would be more effective. She said she would however; be okay with a single-sided sign at City Hall if that is the decision.

City Manager Knopp commented that potentially there could be a second or third sign installed in the future if needed to disseminate information.

Deborah Bare said she would like the Council to consider a solar sign to save electricity and suggested staff obtain some quotes.

City Manager Knopp said he was not aware of any LED sign that specifically has an option for solar and said they would need to install batteries. Also, he is not sure where the solar panels would be installed. He noted that this option would be much more complicated to pursue.

He indicated that staff is pursuing solar on City Hall and at the wastewater treatment plant so there will a significant investment in solar in the near future.

Mayor Pro Tem Johnson recommended staff talk with the City Engineer and get a recommended distance between the welcome sign and the LED sign. He said for higher speeding vehicles there normally needs to be 200 feet between signs.

City Manager noted that applicable State law and traffic regulations will be adhered to.

Mayor Wilson commented that he would like to see the sign installed in front of City Hall noting that people going to the Dollar General would see it. He said it would be a good place to start and that electrical is on site. He suggested getting the sign; then to decide on its placement.

Mayor Pro Tem Johnson said the only problem is that the sign at City Hall would be one-sided whereas; the sign in the median would be two-sided.

City Manager Knopp pointed out that the sign is site specific.

Consensus of the Council was that staff proceeds with the purchase and installation of a 2-sided LED sign at the north end of Wildwood Avenue as proposed.

2015 Annual Police Report

Chief of Police Hill began by stating that 2015 was a difficult year for the police department due to staffing issues and commended Sergeant Beauchaine and Officer Brady for really stepping up and giving the department 110%. He said they went above and beyond and proved their dedication to the City. He said the newly hired Officers Valk and Walstrom are also working out great and said he has received more compliments on them than probably any other employees ever.

He continued with review of the Crime Stats for 2015 including a 3-year comparison of offenses. He noted that while some crime types stayed relatively stable, there was an increase in some areas; most notably vehicle theft, drug possession, and possession of stolen property. He noted that heroin possession in particular saw an increase however; it was directly related to increased efforts by the department to target that issue by working closely with the Humboldt County Drug Task Force and the Sheriff's Department. He noted a direct correlation between the possession of stolen property and heroin. He stated that they were successful in recovering a fair amount of stolen property.

He said because of the staffing issue, they were not able to get involved with many community programs however; they will be improving those efforts in 2016. He said Officer Valk came up with the idea to use money the department received as donations and purchased bicycle helmets along with pens, stickers and other supplies. He said in coordination with the Community Resource Center and the Chamber of Commerce they will be getting together with kids at the Fire Hall and decorating the helmets before the Safety Bicycle Rodeo.

He reported that the department was successful in securing funding through Measure Z for fiscal year 2015-2016 and as a result, were able to fund a part-time clerical position and dedicate approximately 8 hours each week to code enforcement. He said with that they were able to handle 53 code enforcement related complaints and said hopefully those funds will continue through the 2016-2017 fiscal year.

He noted that general trends for calls for service showed a lot of activity on weekends and not a lot of activity during early hours of the morning.

Mayor Pro Tem Johnson acknowledged heroin as a critical issue locally as well as countywide, statewide and nationwide and asked the Chief if he had any success with getting people into rehab.

Chief Hill said he has not had a lot of success in that area but has managed to get a few people in a halfway house but without real treatment at the same time, it generally doesn't

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help with the addiction. He commented that he has been with the department for 20 years and has seen alcohol addiction as well as various drug addictions but has not seen anything quite like heroin addiction. He said he would rather see the police department putting money toward sending people to rehab than sending them to jail. He said statistics show that it's not the answer. He commented that in 2015 he arrested a couple of the same individuals 5-10 times for the same crime and it's not getting any better.

Mayor Pro Tem Johnson said he would like to see money put forth for programs to help with this problem since it looks like it's only going to get worse. He said heroin is a very powerful cheap drug and is much too available. He said he would like to find a way to break the cycle.

Chief Hill commented that the County's Drug Task Force does a fantastic job and actually recovered 5 lbs. of heroin locally which you would think would have slowed down the supply for a while but he saw no break in the supply of heroin in the City.

Mayor Pro Tem Johnson asked if there are any cooperative programs that Rio Dell could perhaps spearhead to help get addicts into rehab.

Chief Hill said one of his goals this year is to become more involved with the County and other agencies. He said it seems that the Humboldt County Probation Department is an advocate for treatment and doesn't see why we as a community can't come up with a plan. He said he has been doing some research on what other agencies are doing to deal with drug addictions and pointed out that if you were to add up the cost of an officer's time and cost for use of a vehicle and equipment over a period of time, it would probably pay for a person to go through a rehab program.

Councilmember Garnes asked if any of the people arrested want or would accept help such as rehab.

Chief Hill commented that there are occasions when they do want help but the police department is in a unique position to be in contact when the addict is in a position to actually want help. He said the particular individual he arrested 10 times wanted help so he managed to get him into a halfway house but when he attempted to get him into detox there was a waiting list to get him in so ultimately they lost that window of opportunity. He said this person was a good kid growing up and that he has had numerous discussions with him about his addiction. What he told him was that if he doesn't use heroin every 6-12 hours he gets seriously ill so he does terrible things just to get the drugs.

Chief Hill noted that he actually had a victim of a crime ask if the suspect could go into a program instead of jail.

Melissa Marks asked if Rio Dell being in close proximity to Scotia which is under the jurisdiction of the Sheriff's Department, has any connection with the problems experienced in Rio Dell.

Chief Hill commented that for the most part, issues in Scotia in the past were handled by Palco and now that they rent to people other than employees, they are experiencing the same issues as Rio Dell. He noted that the Sheriff's Department is doing a great job with regard to responding to calls.

Kathleen Kemp asked if the police department finds many teens using heroin.

Chief Hill said they have in the sense that they have been in contact with young teens on heroin.

Update on the Downtown Parking Lot

City Manager Knopp provided a brief staff report and said staff has been working with PG&E on installation of lighting at the downtown parking lot which should be completed by the end of the week. He said you may notice a new light pointed out toward the street and said it was installed without installing the arm which will be fixed soon. Once that is done, staff and the Council can determine if any additional lighting is needed.

He said regarding the design and implementation of the planter boxes, staff is recommending that the project be handed over to the High Rock Conservation crew. He noted that they have done similar work before and the primary costs will be for the cost of materials. He said this would be less costly than trying to hire a contractor to construct the planter boxes.

He said the recommendation is to have staff purchase enough redwood lumber to construct 6' x 3' or 6' x 4' planter boxes to be placed approximately 2' apart across the edge of the parking lot. He asked for input from the Council.

Melissa Marks reminded the Council about the surplus redwood from the old redwood tank and said a one time the Council talked about either selling the redwood or using it to build something.

City Manager Knopp stated that the redwood from the water tank is a water department asset and would require purchasing it from the water department. He said using it for planters may not be the wisest use of that redwood.

Deborah Bare asked where the planter boxes were going and if they are necessary.

City Manager Knopp explained the plan is to place them at the Downtown Parking Lot and that there is a space between the concrete stops and the edge of the parcel. The idea is to delineate and create a space that is easily identifiable as the parking lot so the planters would be placed along the edge of the parking lot all the way to the back. To answer her question as to whether they are necessary; the answer was no.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Introduction and First Reading (by title only) of Ordinance No. 345-2016 Amending the Rio Dell Municipal Code (RDMC) to authorize participation in the Community Choice Aggregation Program implemented and operated by the Redwood Coast Energy Authority (RCEA)

City Manager Knopp provided a staff report and said this item came before the Council in November, 2015 and at that time approved Resolution No. 1279-2015 which amended and restated the RCEA JPA allowing the Authority to develop a Community Choice Aggregation program throughout Humboldt County. He said the next step is for each governing body to make the decision on whether to participate in the program and if approved, to move forward with approval of the proposed ordinance. He said once approved, it would be the first of two steps to allow the City of Rio Dell and electric customers within the city to opt-in to the CCA program on a voluntary basis or remain with PG&E as their electricity provider.

He said staff's recommendation is to introduce Ordinance No. 345-2016 amending the Rio Dell Municipal Code (RDMC) to authorize participation in the Community Choice Aggregation Program implemented and operated by the Redwood Coast Energy Authority (RCEA) for further consideration and approval at the April 19, 2016 regular meeting.

He stated that Matthew Marshall from Redwood Coast Energy Authority was present to answer any questions the Council or public may have.

Matthew Marshall explained that the overall concept and goal of the program is to offer the generation component of electricity services while PG&E continues to own the electricity distribution infrastructure and to provide electricity transmission, distribution, billing, and related customer services. He said the CCA is able to determine its own energy supply mixes and rate structures.

He said the RCEA Board serves as the technical advisor and their objective is to maximize the use of local renewable resources while also providing competitive rates to customers.

Matthew said the RCEA Board chose a service provider to deal with the technical back-office operations and provides the logistical piece of the program. He said the lead of that team is called "TEA" based out of Seattle, WA and are a non-profit corporation that

provides the utility management services for municipal and public utilities across the Country.

Mayor Pro Tem Johnson commented that natural gas is relatively cheap now and the local bio-mass for the most part is sitting dormant. He asked if there are any plans for filling that gap.

Matthew said they are going to have to have a portfolio so it's not going to be all bio-mass, or all solar, or all natural gas. He said the objective is to look at local resources such as the bio-mass plants here but also there is potential for new local generation and the price of solar has come down dramatically.

He said the fact that natural gas is the lowest it has been in a long time helps with the goal of pursuing what resources are more expensive locally in a sense that when you look at the portfolio for perhaps 30-40% local and 60% not local and the 60% is at really low-low prices, it actually lets them have more local resources which benefits the local economy while still being competitive with PG&E rates.

He said with the portfolio, they will hopefully be capitalizing on the low cost of the general market and leveraging that to be able to have a large amount of local projects that support local jobs and the local forest sector as far as bio-mass power plants.

Mayor Pro Tem Johnson asked who is producing electricity cheaper than PG&E

Matthew said PG&E's overhead costs are higher and they are also burdened with some regulatory costs. He said it is actually quite possible to out-compete them on the competitive market by going out and getting competitive pricing. He commented that a good example of that is Humboldt State University (HSU) who has been purchasing power from a third party and getting a lower price through competitive market as a large commercial user. He commented that the company is Shell Energy North America and their mix is a fairly compliant renewable energy mix although he doesn't know exactly where it comes from but not Humboldt County.

Councilmember Marks stated that the draft ordinance talks about the feasibility of operating a Community Choice Aggregation program but at this point the supply or the rate structure has not been determined so they don't know what it's going to cost those that opt-in to the program.

Matthew stated that he would be very surprised if the RCEA Board would want to move forward if it was going to cost people more and would say as far as the opportunity, the gap between the current energy prices and the cost for them to deliver service and what PG&E's rates are is a pretty big gap. He said one of the reasons for selecting TEA is that they will be dialing into those numbers. He pointed out that they can't sign contracts until

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they know what the rates will be but part of determining the rates are to determine the customer base.

He said he understands the Council's hesitancy to sign on without having all the facts but he thinks that some of that comfort level depends on the Council's confidence in the RCEA Board wanting to make sure this works for the entire community. He added that the City Council can certainly wait and see what the numbers are before moving forward which won't hinder the process but he would hope that the City's representative on the RCEA board would vote for what is best for the whole community.

Councilmember Marks expressed concern about the cost to local citizens and said he believes there would be a cost associated with opting out of PG&E.

Matthew reviewed the timeline regarding notification of the proposed rates and said multiple notices will be sent out to customers and the initial notice will include a rate comparison between PG&E and the Community Choice Program as well as instructions for opting out of the program. He said the legal requirement is that notices go out at least 60 days before and 60 days after launching the program. He said there will be no cost to opt out of the program during the first 60 days. He said there are no required costs to opt out after that period but the decision at that point is up to the RCEA Board. He said he personally doesn't see the need for a fee to opt out after the 60 days.

Councilmember Marks asked if there were any legal problems associated with the process of selecting TEA as CCA's service provider.

Matthew stated that there were a couple of people from the Bay area that sent letters to the Board regarding the RFP process and selection of TEA but the Board made the determination based on a recommendation of the attorney that there was no legal conflict or basis for their complaint.

Councilmember Marks questioned the possibility of any financial exposure of the City.

Matthew said there should be none and said if the City was implementing a Community Choice Program as an organization itself and went out and signed power contracts and the customers all left leaving the City holding the bag, it would be a liability to the City. He said one of the reasons to do it through a JPA is that it basically creates something similar to a government LLC and if RCEA doesn't do a good job to get rates cut and everyone opts out then RCEA is left holding the bag but that doesn't roll back to the City as far as the contract.

Councilmember Marks pointed out that RCEA is run by a Board of representatives from each City and as such, asked if the Boards' actions fall back on the Cities.

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Matthew explained that RCEA operates as an independent government agency so even though their powers come from the local government creating them and they are governed by a Board of members from each jurisdiction, the City of Rio Dell and the other member cities are separate government agencies and not responsible for RCEA's debts.

Councilmember Garnes said if there is no financial impact to the City and no fee to opt out of the program what is the RCEA's driving force and how do they get paid.

Matthew explained the driving force is their mission which is to support initiatives that utilize local resources, support the local economy and this seems to be a very effective way to fulfill that mission.

He said as far as funds, they are not getting any taxpayer revenue. He said RCEA committed \$100,000 this year out of their general fund to basically pay for his time and their attorney's time. Ultimately the funding comes from providing the service to rate payers so it is essentially a self-funding business enterprise. He said if they can deliver a service to customers less than PG&E it will cover the cost of operations.

He said TEA is only getting paid once the program is launched so they will be compensated at the back end of the project.

Mayor Wilson questioned the opt-out process.

Matthew explained the way the program is set up, the local option is the default provider so the opt-out process requires the customer to call or send in a post card to opt-out from the local provider and go back to PG&E.

Mayor Wilson said as he understands it, if the City Council approves participation in the Community Choice program, the citizens of Rio Dell will automatically be under this plan with the option to opt-out. He asked if there have been any discussions with local bio-mass plants.

Matthew commented that there have been discussions and they would have to enter into some sort of negotiations. He said based off their initial analysis, it seems it would be problematic to purchase bio-mass from all three (3) bio-mass plants; working with two (2) of the three (3) plants is more likely. He noted that the customer base is going to impact what they are going to be able to procure locally and that it does continue to be a priority to pursue the local bio-mass facilities.

He said the three bio-mass facilities they are looking at are in Scotia, Fairhaven and Blue Lake.

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Mayor Wilson referred to the *Local Renewable Energy* section of the *Community Choice Energy Roadmap* provided by RCEA and said to say that these existing facilities could potentially supply 40% of the CCA's energy demand seems to be over-stated. He said from what he is hearing out in the field, they will be lucky to supply 10%.

Matthew agreed that 40% is probably a stretch.

Mayor Wilson presented the scenario of the City Council making the decision to move forward, and many of the notices sent out to customers being unread which puts the City Council in the position to tell citizens that the Council elected to switch their electricity provider from PG&E to another program without even knowing what the rates are going to be; he said he is not comfortable doing that.

Matthew said that he can definitively say that unless they can deliver competitive rates, the RCEA Board will not proceed with the program.

He said there is no pressure for Rio Dell to take action now but the key factor in the program is to be able to provide competitive rates. He noted that if the City of Eureka doesn't come on board it could significantly impact the rates.

Mayor Wilson called for public comment regarding the CCA program.

Melissa Marks asked if the City doesn't join now if they could at a later date; the response was that they would be able to.

Mayor Wilson questioned the 2/3 vote weighting system and whether Eureka would have more voting power.

Matthew said that some of the smaller cities expressed concern that they wouldn't have fair representation and on the other side, the larger cities had expressed their point that they represent a larger group and should have more votes which are why the RCEA Board agreed to a partial 2/3 weighted vote. He explained this system is partly based off the energy load and the other component is based on participation.

Mayor Pro Tem Johnson said he would like to see the Council table the matter.

Councilmember Garnes agreed and said she was very uncomfortable making a decision on behalf of the citizens without talking to people first. She said she would have no hesitation but to change everyone's provider because four (4) City Councilmembers decide what best for them is not good. She said she wouldn't have a problem if it meant that citizens would simply be given an option to opt-out of PG&E to go to another provider; the other way around changes the whole picture.

The consensus of the Council was to table the item for further review.

Second Reading (by title only) and Adoption of Ordinance No. 343-2016 Amending Section 17.30.280 of the Rio Dell Municipal Code (RDMC) related to Removal of Natural Materials to accurately reference the California Building Code (CBC)

City Manager Knopp provided a brief staff report and said this is the second reading of the ordinance introduced at the last meeting and involves a minor text amendment to the regulations in the code under the Removal of Natural Materials to accurately reflect reference to the California Building Code (CBC) rather than the Uniform Building Code (UBC). He commented that the UBC was replaced by the CBC in 2000 and it only recently came to staff's attention that the reference still existed.

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

There being no public comment, the public hearing closed.

Motion was made by Johnson/Garnes to conduct the second reading (by title only) and adopt Ordinance No. 343-2016 amending Section 17.30.280 of the Rio Dell Municipal Code (RDMC) related to Removal of Natural Materials to accurately reference the California Building Code. Motion carried 4-0.

Introduction and First Reading (by title only) of Ordinance No. 344-2016 establishing an Alternate Planning Commissioner and annually appointing a Chairperson and Vice Chairperson

City Manager Knopp provided a brief staff report and said as requested by the Council; staff researched the government code and contacted other jurisdictions regarding appointment of alternates on Planning Commissions. On March 1, 2016, staff presented the information to the City Council and staff was directed to come back to the Council with introduction of an ordinance establishing an alternate Planning Commissioner position.

He said the proposed ordinance also includes provisions for the appointment of a Chairperson and Vice Chairperson on an annual basis since there are no provisions regarding the timing of those appointments in the current code.

Mayor Pro Tem Johnson commented that having an alternate is a great idea and provides good training opportunity.

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

There being no public comment, the public hearing closed.

Motion was made by Johnson/Garnes to introduce and conduct the first reading (by title only) of Ordinance No. 344-2016 establishing an alternate Planning Commissioner and annually a Chairperson and Vice-Chairperson. Motion carried 4-0.

REPORTS/STAFF COMMUNICATIONS

City Manager Knopp reported on recent activities and events and distributed a written City Manager update. He said Measure Z submissions were rated by the County's advisory committee and referred on to the Board of Supervisors with the City's request for continuation of the part-time clerical position in the police department and a Community Services Officer (CSO). He cautioned that there is no guarantee the City's request will be approved.

He said staff will be bringing back to Council a proposed job description for the CSO position with hopefully a recommendation to move forward with the recruitment; if funding is not approved the recruitment of course would be cancelled. He noted that if the funding is not approved for the part-time clerical position, that employee would have to be terminated effective June 30, 2016.

He also reported that staff has been working with CalTrans regarding the requirements and next steps related to the traffic study requirement with 10,000 square feet of build-out of the Eel River Industrial Park; potential use of CDBG Program Income; update of the repairs to the Tennis Courts; announced that Dr. Donald Baird has agreed to attend the June 7, 2016 Council meeting to discuss Medical Marijuana; on April 19th, staff will present to the Council a proposed calendar of Public Hearing dates on the Medical Marijuana Commercial Land Use Regulations; provided an update on the Humboldt Bay Municipal Water District's pipeline study; update on meetings with Humboldt Waste Management Authority (HWMA) member Cities and discussions regarding amendment of bylaws pertaining to the role of the Executive Committee; update on the Metropolitan Wells Project; update on the continuation of Stage 2 drought conservation measures; status of the ERD contract expected to return to Council on April 19th; update on Habitat for Humanity parcel; update on City website upgrade; and reported on the arrival of the Jim Stretch Memorial plaque and plans for placement.

City Manager Knopp also noted that the figures provided by the Rio Dell Community Resource Center for the month of March were included in the report.

Mayor Pro Tem Johnson suggested the City Manager contact Supervisor Fennell to make a push for the City regarding Measure Z funding.

City Manager Knopp said he would make another outreach and that he would like to send a letter of endorsement by the city Council to the Board of Supervisors in support of funding for the clerical position. He noted that when you compare that request to some of the other

jurisdictions for full-time benefited positions, the City made a very reasonable request and are hopeful that they will follow through and allow that funding to continue.

Finance Director Woodcox reported on recent activities in the Finance Department and said she was working on the draft 2016-2017 budget and is hoping to present it to the Council at their May 3, 2016 regular meeting.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Wilson reported on his attendance at the Redwood Region Economic Development Commission (RREDC) meeting and said they had a presentation on Eureka's financial developer and said it would be nice to have that kind of staffing in Rio Dell.

ADJOURNMENT

Motion was made by Johnson/Marks to adjourn the meeting at 8:45 p.m. to the April 19, 2016 regular meeting. Motion carried 4-0.

Frank Wilson, Mayor

Attest:


Karen Dunham, City Clerk


675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
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CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
April 19, 2016

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager 

FROM: Brooke Woodcox, Finance Director 

DATE: April 19, 2016

SUBJECT: **Receive and Accept the Budget Calendar for Fiscal Year 2016-2017 City of Rio Dell Operating and Capital Budget**

RECOMMENDATIONS

Receive and accept the FY 2016-2017 Budget Calendar for the Operating and Capital Budget for the City of Rio Dell

Alternative: Provide staff direction

BACKGROUND AND DISCUSSION

The Budget Calendar is drawn up each year in order to provide Staff and Council a timeframe for budget discussions and completion. The proposed budget will be presented to Council at the May 3rd regularly scheduled Council Meeting, with the final adoption of the Operating and Capital Budget on June 7, 2015. Staff believes this schedule to be reasonable.

Attachment: Budget Calendar



2016-2017

Budget Calendar

MARCH

- Salary Costs are calculated based on the proposed staffing plan
- Revenue Forecasting is completed
- March 14th Budget Packets Distributed to Department Heads/Supervisors
- March 28th Deadline Department Heads/Supervisors turn in Budget Requests to Finance Director
- March 31st Departmental Budget Requests compiled by Finance and presented to the City Manager

APRIL

- April 22nd City Manager Submits Revised Departmental Proposals to Finance
- Finance prepares the City Managers recommended budget for the City Council (Agenda prepared by April 29th)

MAY

- May 3rd City Council Meeting Study Session- City Manager Presents the Recommended Operating Budget
- May 17th City Public Hearing- City Manager Presents the Revised Recommended Operating and Capital Budget

JUNE

- June 7th Special Presentation- Finance Director Presents the Final Operating and Capital Budget for Adoption Resolution No. 1288-2016



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April 19, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Authorizing the Mayor to Sign the Response to the 2013-2014 Grand Jury Report Entitled "How Do We Deal With Children In Crisis?"

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the Mayor to sign the response.

BACKGROUND AND DISCUSSION

The City received correspondence from the Humboldt County Superior Court requesting a response to the 2013-2014 Grand Jury report entitled "How Do We Deal With Children In Crisis?" A response from the City was issued shortly after the initial release of the Grand Jury's report; however it did not comply with Penal Code Section 933.05 (a) or 933.05 (b) regarding the format of the report. A response drafted by the Chief of Police is attached.

///

HOW DO WE DEAL WITH CHILDREN IN CRISIS?

SUMMARY

The 2013-2014 Humboldt County Grand Jury received a complaint stating that the complainant witnessed the police handcuffing a child less than 13 years old. The Grand Jury thought this case might reveal an underlying policy problem, and investigated the policies used in dealing with children in crisis. We learned that unless a child is already a client of the social services system or has a Court Appointed Special Advocate, the only available respondents for children in crisis are the police. Sempervirens has an emergency unit for children but the child has to be brought to the facility for treatment. Although some law enforcement officers receive Crisis Intervention Training, this training does not address the special needs of children under the age of 16.

All witnesses interviewed for this investigation confirmed that the lack of crisis intervention services for this age group is a serious problem. The Grand Jury's recommendations include making Crisis Intervention Training mandatory for all law enforcement officers. We also recommend that the training be expanded to include appropriate responses to children under the age of 16.

BACKGROUND

In response to this complaint, an official representing the Eureka Police Department stated the police were called to a shelter because of a child who was having a serious crisis. The child was out of control, and had to be restrained by the adults around him. The official stated the police used standard procedures and described the complaint as unfounded.

The complainant described a different version of the event. He stated that while he was out one morning, he witnessed the police handcuffing a young child whom he described as being compliant and confused.

We inquired if other options were available or feasible for children in crisis, such as setting up a rapid response mobile unit staffed by mental health personnel. Some other counties and cities do have such mobile crisis units. The law enforcement personnel we interviewed stated a situation such as the one described above was rare.

APPROACH

We first interviewed the complainant who had witnessed the child being handcuffed. We then interviewed a juvenile parole officer, a staff member of Court Appointed Special Advocates, a staff member of the County Department of Health and Human Services, a crisis intervention trainer, and a police officer.

DISCUSSION

A child was in crisis at the shelter where he was staying, and the police were called in to assist. The police were in the process of handcuffing the youth, as the complainant came upon the scene. Upon observing the handcuffing, he stopped and watched the process. The complainant claimed the child was not resisting, and was handcuffed and put in the police car without incident. He believed that there must be a better way to handle an apparently depressed and compliant child other than by handcuffing him.

At present there is no other alternative in handling this type of situation in our county. We found that in some more affluent counties, mobile first responder units, comprised of social workers and officers, are called to handle similar situations. Our county does not have this service available for troubled youths. We also found that with the exception of one law enforcement agency, police officers are not required to take Crisis Intervention Training, and that the training available in Humboldt County does not address dealing with children younger than 16. Although Crisis Intervention Training is available to all law enforcement personnel in the cities and the County, several witnesses said that less than 1/3 of officers participate in it.

FINDINGS

- F1. There are very few public services available for young children in crisis who are not connected with a social welfare system. Children connected to a social service system may have more resources available.
- F2. At present there is no alternative to police being the first respondents to young children in crisis who do not have a social worker. Children who are connected to the social service system may have a wider choice of first responders.
- F3. Some police officers take Crisis Intervention Training on a voluntary basis, but with the exception of one law enforcement agency, this training is not mandatory for all.

RECOMMENDATIONS

- R1. Crisis Intervention Training should be mandatory for all law enforcement officers. The Citizen Enforcement Liaison Committee and the Department of Health and Human Services have offered to pay for such training. (F3)
- R2. The curriculum of Crisis Intervention Training should include responses to children younger than 16 in a life-threatening situation. (F3)
- R3. Professionals of Child Welfare Services (CWS) should be called as first responders in addition to police when children are in crisis, whether or not such children are already CWS clients. (F1, F2)

REQUEST FOR RESPONSES

Pursuant to Penal Code section 933.05, the following responses are required:

- The Humboldt County Board of Supervisors (R1, R2, R3)
- The Humboldt County Sheriff (R1, R2, R3)
- The City Council of Arcata (R1, R2)
- The City Council of Blue Lake (R1, R2)
- The City Council of Eureka (R1, R2)
- The City Council of Ferndale (R1, R2)
- The City Council of Fortuna (R1, R2)
- The City Council of Rio Dell (R1, R2)
- The City Council of Trinidad (R1, R2)

The Grand Jury invites the following individuals to respond:

- The Director of the Humboldt County Department of Health and Human Services (R3)
- The Arcata Chief of Police (R1, R2)
- The Blue Lake City Manager (R1, R2)
- The Eureka Chief of Police (R1, R2)
- The Ferndale Chief of Police (R1, R2)
- The Fortuna Chief of Police (R1, R2)
- The Rio Dell Chief of Police (R1, R2)
- The Trinidad City Manager (R1, R2)

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code § 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.



CITY OF RIO DEL�

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PUBLIC WORKS DEPARTMENT
(707) 764-5754

POLICE DEPARTMENT
(707) 764-5641
FAX 764-2569



April 13, 2016

Honorable Dale A. Reinholtsen, Presiding Judge
Humboldt County Superior Court
825 5th Street, Room 231
Eureka, CA 95501

Subject: Response to Grand Jury Report- How Do We Deal With Children in Crisis?

The Rio Dell City Council and the Rio Dell Police Chief respond as follow to recommendations R1 and R2 of the 2013-2014 Grand Jury Report "How Do We Deal With Children In Crisis?"

R1 *Crisis Intervention Training should be mandatory for all law enforcement officers. The Citizen (Law) Enforcement Liaison Committee and the Department of Health and Human Services have offered to pay for such training. (F3)*

The recommendation has not yet been implemented, but will be implemented in the future: Currently the Rio Dell Police Department strives to have all of officers attend locally offered Crisis Intervention Training as our staffing allows. Because we have a small police department it is difficult to send multiple officers to training at the same time, which would prolong our ability to comply with the recommendation. Turnover within the department may also make it difficult to achieve compliance. It is reasonable, due to small staffing levels to send one officer to this training as it is offered, providing it does not conflict with other required peace officer training.

R2 *The curriculum of Crisis Intervention Training should include responses to children younger than 16 in life-threatening situation. (F3)*

The recommendation will not be implemented: The Rio Dell Police Department, while not objecting to the inclusion of training that addresses children younger than 16 who are in life-threatening situations, is not responsible for designing training curriculums.

Respectfully submitted,

Frank Wilson
Mayor
City of Rio Dell


Graham Hill
Chief of Police
Rio Dell Police Department

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April 19, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Approval of Solid Waste, Organic Materials and Recycling Franchise Agreement with Eel River Disposal and Related Approval of Resolution 1294-2016.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution 1294-2016 and authorize the Mayor to sign the final agreement.

BACKGROUND AND DISCUSSION

The City of Rio Dell oversees solid waste handling in the City, including recycling, green waste and other materials. Currently the City holds a franchise agreement with Eel River Disposal (ERD) to handle solid waste and recyclable materials, in addition to an agreement related to green waste services. The Current agreement for solid waste and recycling materials became effective on January 1, 2007 and expires December 31, 2016.

On December 15, 2015 the City Council authorized the City Manager to negotiate a sole source contract with Eel River Disposal for Solid Waste and Recycling services. The new agreement as proposed also includes Organic Waste services, which are in the process of becoming required under State law.

There are no unexpected changes to the contract to report. Several clarifications were made however, including:

- Clarification of the City's control over the flow of all materials.
- A ten year term.
- Inclusion and retitling of "Green Waste" to "Organic Materials", currently a temporary side agreement.
- Clarification on reporting process.
- Update to City services.
- Inclusion of the allocation formula for solid waste.
- Update on insurance requirements.

Attachments:

Current Agreement
Red-lined Version of the Current Agreement
Resolution 1294-2016
Proposed Final Agreement

///

CITY OF RIO DELL
SOLID WASTE, GREEN WASTE ORGANIC MATERIALS and RECYCLING
FRANCHISE AGREEMENT

Field Code Changed

This ~~agreement~~ Solid Waste, Green Waste and Recycling Agreement (this "Agreement") is made and entered into at Rio Dell, California, and is effective, on January 1, ~~2007~~ 2017 (the "Effective Date") by and between the CITY OF RIO DELL, a Municipal Corporation; hereinafter referred to as "CITY" and Eel River Disposal Company, Inc. a California Corporation, and herein referred to as "CONTRACTOR".

RECITALS

WHEREAS: The Legislature of the State of California, by enactment of California Government Code Section 66755 et seq., and California Health and Safety Code Section 4250 et seq., declares that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

~~WHEREAS:~~ **WHEREAS:** the California Integrated Waste Management Act, Public Resources Code Section 40000, et seq., requires every local government agency to meet state mandated targets for diversion of solid wastes from landfills; and

WHEREAS, The City Council of Rio Dell has determined that the public health, safety and well being of its residents requires that solid waste collection and disposal, including but not limited to the frequency of collection, the means of collection and the transportation, scope of services charges and fees, location and extent of such services be provided by an exclusive solid waste contract; and

WHEREAS, The reduction of the amount of solid waste and the conservation of recyclable materials is an important public concern by reason of the growing problem of solid waste disposal and by reason of the concern for a judicious use of existing natural resources; and

~~WHEREAS:~~ **WHEREAS,** the City retains the absolute right to direct all solid waste, recyclable materials and special wastes regulated under this Agreement to the transfer station, disposal site or processing facility under its obligation as a member of the Humboldt Waste Management Authority; and

WHEREAS, if the City exercises its absolute right to direct all solid waste, recyclable materials and special wastes regulated under this agreement to the transfer station, disposal site or processing facility under its obligation as a member of the Humboldt Waste Management Authority, rates will be adjusted to reflect any increase or decrease in CONTRACTORS cost or lost revenues so that any increase in costs or lost revenues will increase CONTRACTORS rates and any decrease in costs will reduce CONTRACTORS rates; and

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WHEREAS, the parties entered into an exclusive franchise agreement for the collection and disposal of solid waste and recyclable materials effective January 1, 2007, through December 31, 2016, and prior to said franchise agreement, the parties had executed a solid waste collection agreement effective April 1, 1996 and amended on December 1, 1998, which they intend to replace in its entirety by the within Agreement upon the Effective Date, as further set forth in Section 1.02 below; and

WHEREAS, The CONTRACTOR represents that it has the experience and expertise necessary to institute a program for the collection and proper handling of solid waste and recyclable materials.

~~WHEREAS:~~ The CITY and CONTRACTOR entered into an earlier agreement for solid waste Resolution 048-2007 - Attachment "A"

ERD Solid Waste Recycling Contract V2

and recycling materials collection on April 1, 1996, Solid Waste and Recycling Franchise Agreement between the City of Rio Dell and Eel River Disposal, amended on December 1, 1998, which they intend to replace in its entirety by the within agreement.

AGREEMENT

NOW THEREFORE: In consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all terms and conditions hereof, the parties do hereby agree as follows:

A. DEFINITIONS

These definitions are for the purpose of clarifying statements and interpreting the provisions made in this Agreement. They do not extend beyond the scope of this Agreement.

Curbside: At the front of the yard or as close to curb as possible.

Customer: An individual, residence or business that has requested and is receiving Service.

Designated Disposal Facility (or Disposal Facility): The facility or facilities appropriately permitted by the State of California and designated by the CITY as the facility to which the CONTRACTOR is obligated by the Agreement to transport solid waste for landfill disposal.

Designated Recycling Facility (or Recycling Facility): The facility or facilities appropriately permitted by the State of California and designated and approved by the CITY.

Disposal: The permanent placing of Solid Waste, Garbage, and/or Refuse in a Facility legally permitted to receive it.

Force Majeure: Acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or other similar causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this Agreement is impaired or prevented by the Force Majeure event. However, a Force Majeure event shall not include: damage or destruction caused by any of the following events: operational error; improperly designed facilities; increased costs of transportation or materials (including fuel), labor, subcontractors or supplies; or careless or improper operation.

Generate: To create or render. An entity is not considered to be the generator of a Solid Waste if the material has merely been transported or moved to the site.

Green-Waste/Organic Materials: Also known as Green Waste, includes lawn clippings, untreated woods, compostable food wastes and discarded plants.

Hazardous Material, Prohibited Material: Materials that are not allowed to be disposed of at a Class III landfill as provided by local, state or federal law.

Missed Service: Service is considered missed by CONTRACTOR if the container and/or material was at its designated pick up location when CONTRACTOR serviced that portion of the route. It is not considered Missed Service if the Customer failed to put the material out or put the material out later than the starting time on collection day.

Recyclable: Materials which have some potential economic value and are intended to be salvaged and recycled by being set aside, handled, packaged or processed-offered for collection in a manner different from Solid Waste.

Solid Waste, Garbage, Refuse: Materials generated by a customer that are useless, discarded, rejected or abandoned, and placed at curbside or in a designated container for pick up and disposal by the CONTRACTOR. Solid waste, garbage, and/or refuse does not include recyclables, liquid, or any material which cannot be legally be disposed of in a Class III landfill. Solid waste, garbage and refuse are collectively referred to below as "solid waste."

Subscriber: Individual, residence or business that requests and pays for regular service.

WITNESSETH:

1.00 SCOPE OF THIS AGREEMENT, TERM, CONDITIONS:

1.01 Purpose of this Agreement: The purpose of this Agreement is to provide waste management services to the citizens and businesses of the City of Rio Dell. This Agreement sets down establishes the terms and conditions under which CONTRACTOR shall provide the services of curbside collection, transporting, processing, and disposal or marketing of wastes and recyclables that are generated in or occur within the City of Rio Dell, and the compensation to be received by CONTRACTOR therefore. This Agreement provides for the orderly transition to a successor operation of wastes and recyclables by CITY or by CITY-sponsored successor in the event that CONTRACTOR does not comply with the terms of the Agreement. This Agreement provides remedies for faulty performance.

This Agreement establishes efforts by which CITY and CONTRACTOR will work for compliance with AB 939 current or future mandated waste reduction goals established by the State of California including but not limited to AB 939, AB 341 and AB 1826.

It is expressly understood and agreed that CONTRACTOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as being inconsistent with that status or as making CONTRACTOR, or any individual whose compensation for service is paid by CONTRACTOR, an agent or employee of the CITY, or as authorizing CONTRACTOR to create or assume any obligation for or liability for or on behalf of the CITY.

1.02 Replaces Previous Agreement: This present Upon the Effective Date, this Agreement, with possible future Amendments, replaces that certain agreement between the parties entered into on April, and effective on January 1, 1996, 2007 and entitled City of Rio Dell Solid Waste and Recycling Franchise Agreement between the City of Rio Dell and Eel River Disposal, amended on December 1, 1998, (collectively referred to herein as the "Prior Agreement"). Beginning on the Effective Date of this Agreement, the Prior Agreement shall be terminated, with the exception of the indemnity provisions in Sections 2.04.0908, 2.04.08.01 and 2.04.08.02 which provisions shall survive termination and continue in full force and effect.

1.03 Term of this Agreement: The term of this Agreement shall begin for a period of ten (10) years, beginning on the Effective Date of the Agreement and terminate on December 31, 2016 2026.

1.03.01 Enforcement: Failure by CITY to at any time require of CONTRACTOR the performance of any provisions of this Agreement shall in no way affect the right of CITY to thereafter enforce same, nor shall a waiver by CITY of any breach of any provision of this Agreement be held as a waiver of any succeeding breach of such provision, or as a waiver of

Resolution 948-2007 Attachment "A"
ERD Solid Waste Recycling Contract V2

any provision itself.

1.04 Accountability: The collection and disposal of refuse directly affects the public health and welfare. Therefore, CONTRACTOR shall be accountable to the CITY for CONTRACTOR'S performance. CONTRACTOR shall obey all Federal, State, and Local laws, ordinances, resolutions, and regulations which now exist or may in the future be modified or adopted, and generally conduct its performance of this Agreement so as to faithfully and competently collect and dispose of refuse in a safe and efficacious manner. If at any time either party determines that it is appropriate to meet to discuss performance of this Agreement, both will do so in good faith. If at any time CITY determines that CONTRACTOR is guilty of substandard performance, and after written notice of such and CONTRACTOR'S failure to remedy the deficiencies, CITY may take all actions permitted pursuant to the "Breach", "Remedies" and "Liquidated Damages" provisions of this Agreement.

1.04.01 Performance Bond: CONTRACTOR shall post a fifty thousand dollar (\$50,000) bond or financial instrument acceptable to CITY ~~Manager~~ as guarantee for the performance of all the terms and conditions of ~~the~~this Agreement. The bond must be renewed and in full force for every day of this Agreement and for the full sum herein specified. Upon CONTRACTOR'S failure to pay the CITY an amount owing under this Agreement, the Performance Bond may be assessed by the CITY. In the event the CITY is successful in drawing on the Performance Bond, all of ~~CITY~~CITY costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorney's fees and ~~cost's~~costs, shall be paid by CONTRACTOR. When a withdrawal is made from the bond, CONTRACTOR shall restore the bond to the full amount within thirty (30) calendar days after receiving written notice from CITY of a withdrawal.

If the performance bond takes the form of an interest bearing account, the interest shall accrue to the CONTRACTOR.

1.05 City Authority: Whenever the context of this Agreement requires CITY to perform an act, and said act is to be performed by an individual, "CITY" shall be interpreted as meaning the City Manager or ~~the~~his or her authorized appointee.

1.06 Solid Waste Exclusive Agent: Except as otherwise permitted by law or ordinance, CONTRACTOR shall have the exclusive right within the CITY to collect, transport, process and dispose of all solid waste, garbage or refuse generated in or occurring within Rio Dell City limits, and in any territory hereinafter annexed to the CITY. The CITY warrants that it has the authority to grant such an exclusive right as described in the Agreement and as delegated to it by state law. The CITY covenants that during the term of the Agreement it will not engage other individuals or itself to become involved in the collection and disposal of solid waste, garbage or refuse, unless CITY first determines that CONTRACTOR is in default. However, ~~a generator~~generators of garbage, solid waste or refuse may at their option transport and dispose of their own garbage if produced on their own premises or location or business.

1.06.01 Recycling Exclusive Right: CONTRACTOR shall have the exclusive right to collect recyclable material placed curbside within the CITY and to perform other recycling services as provided for in Section 2.00 of this Agreement. Other than recyclable material placed at curbside, this Agreement in no way prevents or regulates the right of others to collect recyclables or operate a recycling collection facility within the CITY limits.

1.06.02 Ownership of Waste: Ownership of wastes (Hazardous or prohibited waste excluded) shall vest with CONTRACTOR at the time and point of collection by CONTRACTOR. Waste materials in collection containers shall remain the property of the waste generator until the

~~Resolution 948-2007—Attachment "A"~~
~~ERD Solid Waste Recycling Contract V2~~
Page 4 of ~~17~~18

time of pickup by CONTRACTOR. Hazardous or prohibited waste shall remain the property of the Generator. CONTRACTOR is not required by this Agreement to pick up hazardous or prohibited waste. Recyclable materials placed in CONTRACTOR'S containers shall become the property of CONTRACTOR at such time as they are placed in a designated container for pickup by CONTRACTOR.

Ownership and the right to possession of solid waste and recyclables placed in containers or bins or bundles or bags for collection, or placed at curbside, shall transfer directly from the customer or subscriber to CONTRACTOR, by operation of law, not as a result of the Agreement. CONTRACTOR'S arrangement with subscribers and customers will provide that, subject to the right of the customer to claim lost property, title and right to possession, and liability for all recyclables and all solid waste, whether or not recyclable, which is set out for collection on a regularly scheduled collection day shall pass to CONTRACTOR as described above. Subject to the provisions of this Agreement, CONTRACTOR shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse or recyclables that it collects. Refuse which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station or materials recovery facility) shall become the property of the owner or operator of the disposal site or sites once deposited there by CONTRACTOR. At no time does the CITY obtain any right of ownership or possession of solid waste placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that CITY has such rights.

1.06.03 Disposal Facility: CONTRACTOR shall provide disposal services at a site designated by CITY for such disposal services (the "Designated Disposal Facility"). The CITY hereby designates the Eel River Disposal Transfer Station in Fortuna as the Designated Disposal Facility because this Facility currently allows the CITY to satisfy its obligation as a member of the Humboldt Waste Management Authority to direct ~~CITY solid waste~~ generated ~~solid waste~~ within the CITY through the Authority's disposal process.

Failure to provide disposal services at the Designated Disposal Facility shall constitute an event of default hereunder, whereupon CITY may terminate this Agreement upon thirty days written notice thereof to CONTRACTOR. This provision shall be independent of and in addition to any other CITY termination rights provided elsewhere in this Agreement.

1.06.04 Alternative Disposal Facility: In the event that the Designated Disposal Facility does not allow the CITY to dispose of ~~CITY generated~~ solid waste generated within CITY limits through the Authority disposal process, CITY may name an alternative Designated Disposal Facility by providing 90 days written notice to CONTRACTOR.

If the Designated Disposal Facility is closed for any reason (other than daily closure in the course of business) the Humboldt Waste Management Authority Transfer Station in Eureka shall be used as the alternative Designated Disposal Facility.

If the Designated Disposal Facility is changed, rates will be adjusted to reflect any increase or decrease in CONTRACTOR'S cost so that any increase in costs for a new Designated Disposal Facility will increase CONTRACTOR'S rates and any decrease in costs will reduce CONTRACTOR'S rates.

1.06.05 Disposal Fees: CONTRACTOR and CITY agree that a portion of the CONTRACTOR service fee represents the cost of disposal services at the Designated Disposal Facility. Any changes in the cost of disposal at a Designated Disposal Facility shall be promptly

determined and adjusted under Section 2.03 (Compensation to CONTRACTOR). If CONTRACTOR fails to provide disposal services at the Designated Disposal Facility, CONTRACTOR shall not bill or collect that portion of such payment related to the cost of disposal services. If CONTRACTOR does bill or collect such portion in violation of this provision, it shall repay such portion to the persons billed therefore with interest at the rate of eighteen percent (18%) per annum calculated from the date of billing.

1.06.06 Flow Control: The CITY is a member of the Humboldt Waste Management Authority, a Joint Powers Authority. As a consequence of its membership in this authority, the CITY is obligated to ensure flow control of solid waste, recyclable materials or special wastes generated or accumulated within the jurisdiction of the CITY, regardless of whether such solid waste materials are subject to collection under this Agreement. In addition, state law independently confers on the CITY authority to provide for solid waste handling services including the imposition of flow measures. Provided that, of the CITY exercises its absolute right to redirect all solid waste, recyclable materials or special wastes regulated under this agreement to some location other than the Designated Disposal Facility, rates will be adjusted to reflect any increase or decrease in CONTRACTORS cost or lost revenues so that any increase in costs or lost revenues for a new Designated Disposal Facility will increase CONTRACTORS rates and any decrease in costs will reduce CONTRACTORS rates. CONTRACTOR agrees that it will not transport CITY's commingled allocation to any facility other than the Designated Disposal or Recycling Facility without the express written permission of the CITY.

1.07 Breach by CONTRACTOR: In the event CONTRACTOR should default in the performance of any material provisions of the Agreement and the default is not cured within thirty (30) days after receipt of written notice of default from CITY, then CITY may, at its option, ~~hold a hearing at a City Council meeting~~ pursue the rights and remedies set forth in Section 2.02.07, below. The 30-day period to determine whether this Agreement should be terminated, cure a default may be reduced to seven (7) days if the CITY determines that the default involves a risk to the public health and/or safety is at risk; ~~remedies may be required within 7 days of and the written notice to CONTRACTOR without prior hearing with City Council. In the event CITY exercises its option to terminate this Agreement, CITY may, at its option, either directly undertake performance of the services or arrange with other persons to perform the service with or without a written agreement. In either event, CONTRACTOR shall be liable to CITY of default expressly provides for any expense CITY incurs in performing the services; a seven (7) day period.~~

~~In the event CITY exercises its option under this section to terminate this Agreement, the CITY has no further liability to CONTRACTOR.~~

In the event that CONTRACTOR fails to provide and maintain in full force and effect the required insurances, becomes insolvent, is adjudged bankrupt, files any bankruptcy petition, or makes an assignment for the benefit of creditors this ~~contract~~ Agreement may be immediately terminated by CITY.

1.07.01 Maintain Records: CONTRACTOR shall maintain all books and records according to generally accepted accounting principles, uniformly applied. The CITY, at its option, may terminate this Agreement or seek other remedies as described in the Agreement if CONTRACTOR directly or acting through agents, presents materially false information to the CITY with an intent to deceive the CITY.

1.08 Force Majeure: Neither the CONTRACTOR nor the CITY shall be considered in default in the performance of its respective obligations under this Agreement to the extent that such performance is prevented or impaired by the occurrence of a Force Majeure event.

When hazardous road conditions are present due to snow, ice, slides or similar conditions, the CONTRACTOR may, with approval from the CITY, suspend collection in affected areas.

CONTRACTOR shall make every effort to continue service during a labor strike.

1.09 Attorney fees: Should any litigation be commenced between the parties hereto concerning this ~~Contract Agreement~~, or the rights and duties of any party in relation thereto: the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or in a separate action brought for that purpose.

2.00 SERVICE OPERATION AND PERFORMANCE

2.01 Services to be performed by CONTRACTOR: CONTRACTOR shall provide, as called upon by CITY and by individual subscribers, collection and hauling service of such solid wastes as are generated in or occur within the City of Rio Dell, and collection and processing of recyclables set out by subscribers or brought to the CITY drop-off site by residents and businesses.

2.01.01 All service shall be provided in accordance with the state, federal, and local law law including ordinances, resolutions, and or the Municipal Code of Rio Dell, or as these are from time to time amended, provided however, if amendments cause material change, then the parties agree to meet to confer in good faith.

2.01.02 The Basic Service Components to be Performed by CONTRACTOR:

2.01.02.01 Collection: CONTRACTOR shall collect solid waste which has been placed at the curbside or other authorized collection location at least once per week, provided that all refuse collected fit into a container or be contained in specific bags sold by CONTRACTOR. Such bags and thirty two (32) gallon garbage cans shall not exceed the weight of fifty (50) pounds. Twenty (20) gallon garbage cans shall not exceed the weight of thirty (30) pounds.

2.01.02.02 Back-Yard ~~Non-Curbside~~ Pick-up: CONTRACTOR shall provide backyard non-curbside pick up service at the normal service rate for those residences where no occupant is physically able to place the container at its designated curbside site for pickup. CONTRACTOR may request that the customer provide evidence of a "handicapped" designation from the state or from his or her physician. In the event of an unresolved dispute between Customer and CONTRACTOR the matter shall be submitted to the CITY ~~Manager (or designee) whose decision shall be final~~ for a final determination.

2.01.02.03 Bin Service: CONTRACTOR shall offer large bin collection service, at least once a week; and, shall offer drop box waste collection service, including the use of compactor boxes, on a schedule or on call, with CONTRACTOR furnishing or offering to furnish said drop boxes and compactor boxes, or offering to haul boxes owned by Subscriber. Bins or boxes supplied by Subscriber must be compatible with CONTRACTOR's equipment.

2.01.02.04 Recycling Collection Services: CONTRACTOR shall provide a single stream curbside recycling program with collection at least every other week to all residential Subscribers who have solid waste collection services. CONTRACTOR shall also provide curbside recycling collection at least every other week to residential and commercial Customers who subscribe for curbside recycling collection only.

CONTRACTOR will pay for and distribute single stream totes to each ~~customerSubscriber~~; however, after the initial tote for each ~~customerSubscriber~~, CONTRACTOR will charge the cost for replacement totes to that ~~customerSubscriber~~. Except in the case of ~~customerSubscriber~~ abuse, CONTRACTOR will repair and maintain the totes.

~~CONTRACTOR will reimburse CITY the sum of \$18,000 for recycling totes provided by CITY; such payment shall be made in whole by March 1, 2007.~~

Recyclable materials collected shall include the following clean materials: newspapers, tin cans, aluminum cans, junk mail, magazines, #1 to #7 plastics, jars, bottles and CRV glass, cardboard and other similar paper products. CONTRACTOR shall provide public access to CONTRACTOR'S facility where the same materials may be recycled. With mutual consent of both parties, the items to be accepted for recycling may be changed.

CONTRACTOR shall attempt to find markets for all collected recyclables. Recyclable materials that are sufficiently contaminated so as to render them unmarketable or create a risk of contaminating other recyclable materials may be otherwise disposed of by CONTRACTOR without breach of this Agreement.

CONTRACTOR has placed self-haul recycle containers at the City Hall. These will be emptied two times per week by CONTRACTOR.

2.01.02.05 Green Organic Materials Waste Collection Services:

(a) The Green Waste Collection Program will involve the use of CONTRACTOR supplied specially designated sixty eight (68) gallon Green Waste totes which will be picked up every other week. CONTRACTOR will establish rules governing the location and placement of totes for pick up and the non-contamination of material. The Green Waste will be transported to the City of Fortuna's corporation yard. If delivery to the City of Fortuna's corporation yard the is unavailable or not fully available, the Green Waste Collection Program shall be suspended until CONTRACTOR and the CITY can agree on a new delivery point and any other needed changes to the terms of the Green Waste Collection Program. The participants in the Green Waste Collection Program must specially sign up for the participation in the Green Waste Collection Program. The cost of the service will be added to the Subscriber's current garbage or recycling service bill and is available to private residents, multifamily housing and businesses within the CITY. The CITY, with the advice and review of CONTRACTOR will provide Green Waste Collection Program publicity and CONTRACTOR will also provide Green Waste Collection Program publicity to its current Customers along with its billing for service.

(b) If the Program is not sufficiently used during the term of this Agreement to reasonably sustain operations, ERD and the City may agree to terminate the Program early upon giving Subscribers thirty days' notice.

(be) Subscription charges shall be updated annually in the manner called for through Section 2.03.04 of this Agreement.

(cd) Materials accepted as Green Waste shall include all organics as defined under AB 1826 or any successive legislation.

(de) During the term of this Agreement, CONTRACTOR and CITY shall meet in good faith to continue availability of service to commercial customers and multi-family residential dwellings or other customers who fall under organics diversion requirements of AB 1826.

2.01.02.06 Annual Clean-up Day: CONTRACTOR will also provide services one day per year for a CITY-wide clean up event ("Annual Clean-up Day"). Those services will include disposal bins and recycling bins placed at curbside by Subscribers. Recycling will also 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 or construction 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 Annual Clean-up Day, 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 Annual Clean-up Day. CITY will determine the date for the Annual Clean-up Day and provide CONTRACTOR _____ days written notice of its determination prior to the date chosen for the event.

2.01.02.07 Reports: CONTRACTOR shall submit to CITY the following reports in a format approved by CITY, with data specific to Rio Dell, during the term of the Agreement:

(a) Quarterly Reports

Within thirty (30) days after the last day of each calendar quarter, CONTRACTOR shall submit a Quarterly Report ~~to include~~ that includes but is not limited to the following:

Quarterly summary of tonnage of solid and green waste generated within the City limits and the tonnage of all recyclable materials collected, separated in the report ~~by estimated~~ by estimated material type and generator type (can customer or bin customer).

Quarterly summary of combined solid waste/recycling subscribers and of recycling only subscribers.

Quarterly reports and the information therein required of the CONTRACTOR shall be provided in the format and form developed by the CITY and are subject to periodic revision. The CITY and the CONTRACTOR shall meet and confer on the steps required to adopt that reporting format in place of prior reporting methods.

Annual list of customers and their addresses. This list shall be confidential to third parties.

(b) Annual Report

On or before March 31 of each year, CONTRACTOR shall submit a calendar year end summary report for the previous year, to include suggestions for improving public awareness, prior-year participation rates, amount of material diverted from the

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waste stream, significant highlights, noteworthy experiences and identify any problems areas needing correction. This report shall be presented before the City Council in open public session by employees or representatives of the CONTRACTOR.

Annual reports and the information therein required of the CONTRACTOR shall be provided in the format and form provided by the CITY and are subject to periodic revision. The CITY and the CONTRACTOR shall meet and confer on the steps required to adopt that reporting format in place of prior reporting methods.

All reports, whether quarterly or annual, shall be submitted to:

City Manager
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

2.01.02.0608 City Service: CONTRACTOR shall collect and dispose of garbage and other solid waste and recyclable materials produced by CITY at locations identified in Exhibit D, attached hereto, by the CITY, at no charge to CITY. Collection shall be made at least once per week. Garbage cans shall be furnished by the CITY. Large bins shall be furnished by CONTRACTOR. The CITY shall give the CONTRACTOR a minimum of twenty (24) hours notice to schedule special service.

CONTRACTOR shall participate in an Annual Clean-up Day. CONTRACTOR shall provide and remove bins at no charge other than the City shall pay the disposal cost at the Designated Disposal Facility.

2.01.02.07 CONTRACTOR shall provide CITY with solid waste and recycling collection, -of up to twelve 32-gallon cans per week and one four-yard bin per week. The CITY may increase this limit by one can per year at its sole discretion. 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. Currently, the containers, locations, quantity, container size and frequency of pickup are as follows: cans and bins are located as follows:

<u>City Corporation Yard</u>	<u>2 – two-yard containers 1 time per week.</u>
<u>Police Department</u>	<u>1 – two-yard container 1 time per week.</u>
<u>Street Cans</u>	<u>30 – thirty-two gallon cans 1 time per week. (15 locations - 1/2 solid waste, 1/2 recyclables)</u>
<u>Behind City Hall</u>	<u>1 - fifteen yard self-haul mixed recycling container 2 times per week. And 3 – six yard cardboard only containers 2 times per week.</u>

The CITY may increase its Street Can limit by two “thirty-two” gallon cans (1/2 solid waste, 1/2 recyclables), at one location, per year at its sole discretion.

<u>Current Can Locations: as of</u>	
<u>Police Department & City Hall</u>	<u>3 cans</u>
<u>Corporation Yard</u>	<u>1 Four-Yard Dumpster</u>

~~Public cans located throughout town 9 cans~~

~~CITY reserves the right to change location for self-haul recycling containers to another location within CITY jurisdiction and accessible to CONTRACTOR equipment with thirty (30) day notice to CONTRACTOR. CITY reserves the right to deny the placement of self-haul recycling containers within its jurisdiction with thirty (30) day notice to CONTRACTOR.~~

CONTRACTOR shall also provide recycling service to CITY at no charge. The list of materials that CONTRACTOR is required to pickup for such recycling collection shall not exceed those materials set forth in Section 2.01.02.04, above.

2.01.02.09 Hazardous Waste Notification: CONTRACTOR shall notify all agencies with jurisdiction, including the California Department Toxic Substances Control and Local Emergency Response Providers, and if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed in solid waste anywhere with the CITY, including on, in, under, or about CITY property, streets, easements, rights of way and CITY waste containers. In addition to other required notifications, if CONTRACTOR observes any substances that it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on CITY property, including streets, storm drains, or public rights of way, CONTRACTOR shall immediately notify the CITY.

2.01.02.0810 Spills: Any refuse spilled during the pick up process shall be the responsibility of the CONTRACTOR and shall be cleaned up promptly. CONTRACTOR'S equipment shall be watertight to assure against liquid spillage. Refuse scattered from containers by animals is not the responsibility of the CONTRACTOR.

2.01.02.0911 Replace Lids: CONTRACTOR shall replace lids or covers on containers, when covers are present and usable, and shall return containers to their original location.

2.01.02.1012 Private Driveways: CONTRACTOR shall not be required to travel on private driveways or other passageways not suitable for heavy equipment. Customers shall place their containers in a convenient location within five (5) feet of the roadway, except as provided in section 2.01.0302.02 of this Agreement.

2.01.02.1113 Service Amendments: The basic service components of this Agreement may be amended by CITY with corresponding adjustments in compensation to be negotiated by both parties. Such amendments could include ~~green waste or~~ food waste collection or additional recycling services.

2.01.02.14 Allocation of Solid Waste: After collection and prior to shipment to the Designated Disposal Facility, waste will be co-mingled with other solid waste collected within the City and recyclable materials will be removed at CONTRACTOR's transfer station. CONTRACTOR uses the below formula to attribute shipped solid waste. This formula is specifically stated in CONTRACTOR'S franchise agreement with the City of Fortuna and the County of Humboldt and is:

City of Fortuna	60%
Unincorporated County	22%
City of Rio Dell	11%
City of Ferndale	7%

This formula is based on known can counts from each jurisdiction and an assumed container weight calculation of an average 30 pounds per 30 gallon and 32 gallon containers, 20 pounds per 20 gallon container and cubic yard bin weight of 202 pounds per cubic bin yard. These average and assumed weights were based on a physical sample study. CONTRACTOR is willing to review and verify this study in conjunction with a cooperative process with all involinged all entities. The verification will occur based on a review of CONTRACTOR's existing routing software that identifies the container size and a sample average weight per container size performed over an extended period. Any revisions made to the this formula shall be approved by the involved jurisdictions.

2.02 Performance Requirements: CONTRACTOR shall provide the equipment and workforce reasonably necessary to properly and safely accomplish the solid and green waste collection and recyclables collection and processing. Equipment shall be in a clean, sanitary condition. Collection vehicles shall have CONTRACTOR'S name painted on the side so as to be clearly visible. CONTRACTOR shall exercise competent supervision over the operation.

CONTRACTOR shall perform service in a courteous, professional, and quality manner. CONTRACTOR shall be exceptionally careful to minimize litter in collecting and transporting waste materials, and at their yard.

2.02.01 Office: CONTRACTOR shall maintain a proper office and yard for the management and control of the solid and green waste collection and recycling service. Said office shall be staffed by a person or persons who will respond to a telephone calls during all regular office hours in CITY. CONTRACTOR shall maintain an emergency telephone number for use outside normal hours.

2.02.02 Collection Schedule and Routes: CONTRACTOR shall adhere to a collection frequency schedule and shall have specific routes and collection days for adhering to that schedule. CONTRACTOR shall furnish CITY with a Residential Collection Day Schedule, and shall not make changes to same without informing CITY.

2.02.03 Missed Service: CONTRACTOR shall attempt to promptly collect any complaint complaints relative to service or missed service. In the event that complaints are registered with CITY rather than with CONTRACTOR, CITY shall promptly inform CONTRACTOR of the complaint. CONTRACTOR shall promptly and properly respond to the complaints and notify CITY when response is completed.

2.02.04 Availability of Service and Special Service: CONTRACTOR shall provide service on a subscription basis to any residence or business that requests service and pays for service in a timely manner. No such business or residence that generates and discards waste legally shall be denied the opportunity for service. CONTRACTOR may offer special services, in accordance with CONTRACTOR'S license, to residents or businesses and receive fees as agreed upon for those services.

2.02.05 Time of Collection: CONTRACTOR hours of operation shall be approved by CITY. The CITY further reserves the right to regulate hours during the terms of this Agreement should the CITY deem that traffic, noise, or hours of operation are a nuisance.

2.02.06 CONTRACTOR Records and Confidentiality: CONTRACTOR operation and financial records shall be open and accessible for inspection by CITY at all times, but shall remain confidential with respect to third parties. However, the Rio Dell City Council may discuss

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~~a summary of the CONTRACTOR's financial data as part of any public meetings for the purposes of reviewing rates.~~ CONTRACTOR shall maintain all documents, ledgers, invoices, canceled checks, and records that demonstrate performance under this Agreement for a minimum period of five (5) years or any longer period required by law.

2.02.07 Remedies for Faulty Performance: Following receipt by CONTRACTOR of written notice of breach as described in Section 1.07 of this Agreement, CONTRACTOR shall: **Correct the default within the time frame specified.**

~~Correct the default within the time frame specified.~~

In the case of a default that is not reasonably capable of being corrected within thirty (30) days, CONTRACTOR shall commence correcting the default within thirty (30) days of CITY'S notification thereof, and thereafter correct the default with reasonable diligence.

If the CITY determines that the CONTRACTOR has failed to correct a default within a reasonable period of time, CITY, upon ten (10) days prior to written notice, shall have any of the following rights and remedies:

2.02.07.01: The right to give notice of termination of the Agreement in accordance with the terms and procedures set forth herein.

2.02.07.02: The right to rent or lease equipment from CONTRACTOR, for the purpose of collecting, transporting, and/or disposing of solid or green waste or recyclables which CONTRACTOR is obligated to collect, transport, or dispose of pursuant to this Agreement, until such time a new franchise is awarded, or the expiration of one hundred and twenty (120) days from the day CITY begins operation under this subsection, whichever ever occurs first. During such period of use of CONTRACTOR equipment, CITY shall pay CONTRACTOR a reasonable rental value of the facilities, vehicles, equipment, and records used by CITY, but CONTRACTOR shall be entitled to no other compensation. Said rental value shall be off-set by any damages claimed by CITY for any default by CONTRACTOR. During such period of operation by CITY the liability of CITY to CONTRACTOR for loss or damage to such equipment so used shall be limited to willful and/or negligent acts or omissions by CITY, ordinary operational wear and tear being specifically exempt from such liability. During such period of operation by CITY, CITY shall have access to the CONTRACTOR records for the purpose of billing and operation, and shall retain all payments and funds received for said period.

2.02.07.03: The right to license other companies to perform the services otherwise to be performed by CONTRACTOR or to perform such services itself.

2.02.07.04: The right to obtain damages and/or injunctive relief. Both parties recognize that in the event of default under the terms of this Agreement by CONTRACTOR, CITY may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and enjoin the breach thereof.

2.02.07.05: The CITY and CONTRACTOR recognize that it is impractical, if not impossible, to reasonably ascertain the extent of damages

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which will be incurred by CITY as a result of a material breach by CONTRACTOR of obligations under this Agreement. The factors relating to the impracticability of ascertaining damages included, but are not limited to, the fact that (1) substantial damages results to members of the public who are denied quality, reliable services; (2) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (3) the monetary loss resulting from the denial of quality, reliable services is impossible to calculate in precise monetary terms; and (4) the termination of this Agreement for such breaches, and other remedies, are a means of future correction and not remedies which make the public whole for past breaches.

Accordingly, the CITY may, in its discretion, assess liquidation damages not to exceed the sum of one hundred dollars (\$100.00) per day, for each calendar day that CONTRACTOR is in material breach of this Agreement. The CITY finds, and CONTRACTOR acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances.

CONTRACTOR shall pay any liquidation damages assessed by the CITY within ten (10) days after they are assessed. If they are not paid within the ten (10) days period, the CITY may withdraw them from the Performance Bond required by section 1.04.01 and in addition to any other remedies, order the termination of the franchise granted by this Agreement.

~~2.02.07.06. Such remedy:~~ The assessment of liquidated damages by the CITY shall not constitute a waiver by CITY of any other right or remedy it may have under this Agreement.

~~2.02.07.07:~~ In determining which remedy or remedies ~~for CONTRACTOR violations~~ are appropriate, CITY shall take into consideration the nature of the violation, the person or person's bearing the impact of the violation, the nature of the remedy required in order to prevent further such violations and such other matters as the CITY may deem appropriate.

~~2.02.07.08:~~ CITY'S costs in performing these remedies may be drawn from CONTRACTOR Performance Bond ~~(See required by Section 1.04.01).~~

2.03 Compensation to CONTRACTOR

2.03.01 Service Rates: CONTRACTOR shall perform responsibilities and duties described in this Agreement in accordance with and in consideration of Service Rates set forth in Exhibit A, attached hereto.

2.03.02 Fees from Subscribers: CONTRACTOR shall receive fees from service subscribers as set forth in Exhibit A, attached hereto.

Such ~~refuse~~ solid or green waste that is in excess of the capacity of containers shall be collected by CONTRACTOR, who will be permitted to charge a fee for special services, ~~to the particular Subscriber.~~ Such fee shall be in accordance with CONTRACTOR'S normal fee schedule for special services.

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The collection of bulky items, such as ~~discard~~discarded furniture, mattresses, carpet, appliances, packaging crates and large containers shall be performed as a special service and may be charged for by CONTRACTOR in accordance with CONTRACTOR'S normal fee schedule for special services.

CONTRACTOR shall receive fees from customers for large bins service based on the size of the bin, number of bins and frequency of pick-up, as described in Exhibit A.

2.03.03 Disposal fees: CONTRACTOR shall be responsible for payment of disposal fees at the Designated Disposal Facility. CONTRACTOR service rate shall be adjusted in proportion to changes in disposal fees. This adjustment shall apply only to the portion of the rate that covers disposal fees as described in Exhibit A and A-1.

CONTRACTOR rate change calculation must receive approval from CITY prior to enacting rate change. The CITY will not unreasonably withhold approval.

2.03.04 CPI Rate Adjustments: Rates may be adjusted annually based on Consumer Price Index (CPI) such that the change takes effect on July 1. This adjustment shall apply to Eel River disposal fees identified in Exhibit A-1 at 75% of the rate adjustment and at 100% of the rate adjustment for the collection rate as described in Exhibit B. The CPI annual rate adjustment shall be the amount of change as reported by the Bureau of Labor Statistics of the United State Department of Labor. The month of comparison shall be January.

Rates shall be adjusted annually, based on Consumer Price Index (CPI) for the US City Average – All Urban Consumer Index, CPI – U (All Urban Consumers; 1982 – 84 = 100, 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 rounded 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 would be obtained in the Index had not been discontinued or revised.

In consideration of a CPI rate adjustment, CONTRACTOR must submit a written report to CITY describing the calculation used to implement the rate change. Calculation of any CPI service rate adjustment must have approval of City Council prior to any service rate change taking effect. City Council shall not unreasonably withhold approval of a CPI increase.

2.03.05 Billing: CONTRACTOR shall bill customers for ~~refuse~~refuse services.

2.03.06 Financial Statements to CITY: CONTRACTOR shall provide CITY with reviewed financial statements upon request from CITY which request shall not occur more frequently than every three years. All review costs and financial reporting are to be considered normal operating costs of the CONTRACTOR. All statements will be reviewed by the CITY and then returned to the CONTRACTOR or retained as a confidential document that is not subject to public inspection.

2.03.07 No Additional Compensation: CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor to request, solicit, or demand, either directly or indirectly, any compensation or gratuity for the collection of refuse otherwise required to be collected under the

Agreement.

2.03.08 Franchise Fee: CONTRACTOR shall pay to CITY five percent (5%) of the gross amount received hereunder ~~service fee paid to it by Subscribers for the collection of solid and green waste and shall also pay to CITY ten dollars (\$10.00) per ton for recyclable materials collected within the CITY.~~ Payment shall be on the quarterly basis with payment due on the 15th day of the month following the end of the quarter. CONTRACTOR shall pay a late fee at an annual percentage rate of 15% compounded daily, for each day that the franchise fee payment is past due. CONTRACTOR shall submit, by March 1 of the following year, an annual report signed by a Certified Public Accountant certifying accuracy of gross amounts reported. CONTRACTOR shall keep record of the gross receipts obtained in the exercise of this Agreement. The CITY shall have the right to audit and examine such records. Audits shall be considered normal operational costs of CONTRACTOR's operation and done without additional charge.

2.04 Insurance and Indemnification: ~~Insurance coverage is a material element of this Agreement.~~ **Requirements:** CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, ~~his~~ agents, representatives, employees or subcontractors.

2.04.01 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

~~1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).~~

~~2) Insurance Services Office form Number CA 0001 (Ed. 1/87) Covering Automobile Liability, code 1 (any auto).~~

~~3) **Worker's(a) Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$15,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.~~

~~(b) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$4,000,000 per accident for bodily injury and property damage. The policy shall include an MCS-90 endorsement for transportation of hazardous substances or materials.~~

~~(c) **Workers' Compensation insurance:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance.~~

~~**2.04.02 Minimum Limits with limit of Insurance** CONTRACTOR shall maintain limits no less than~~

~~1) **General Liability:** General liability limits with minimum limits of liability per occurrence of Three Million Dollars (\$3,000,000); and per aggregate of Four Million Dollars (\$4,000,000);~~

~~2) **Automobile Liability:** Three million dollars (\$3,000,000) per accident for bodily injury and property damage.~~

3) ~~Worker's Compensation and Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.~~

~~2.04.03 Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigation, claim administration and defense expenses.~~

~~2.04.04 If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.~~

~~2.04.02 Other Insurance Provisions: The general liability and automobile liability The insurance policies are to contain, or be endorsed to contain, the following provisions:~~

~~1) (a) Additional Insured Status~~

~~The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR; and on the CGL policy with respect to liability arising out of work or operation operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR insurance, or as a separate owner's policy. CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).~~

~~2) (b) Primary Coverage~~

~~For any claims related to the operations under this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees and, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.~~

~~3) (c) Notice of Cancellation~~

~~Each insurance policy required by this clause above shall be endorsed to state provide that coverage shall not be cancelled by either party (CONTRACTOR or insurer), canceled, except after thirty (30) days' prior written with notice by certified mail, return receipt requested, as been given to the CITY.~~

~~(d) Waiver of Subrogation~~

~~CONTRACTOR hereby grants to CITY: If a waiver of any right to subrogation which any insurer of said CONTRACTOR fails to provide or maintain in full force and effect insurances required, this Agreement may be immediately terminated by CITY, acquire against the by virtue of the payment of any loss under such insurance. CONTRACTOR is agrees to obtain any endorsement that may be necessary to affect this~~

waiver of subrogation, but this provision applies regardless of whether or not to perform any services without all required insurance in place. The CITY has received a waiver of subrogation endorsement from the insurer.

2.04.05 (c) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(d) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of or of no less than A:VII, unless otherwise acceptable to the CITY.

2.04.06 (g) Verification of Coverage

CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The endorsements should be on forms provided by the CITY. All certificates and endorsements are to be received and approved by the CITY before work commences in relation to this Agreement. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications, at any time.

(h) Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.04.0702 Subcontractors: CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

2.04.0803 Indemnification of CITY: CONTRACTOR or the insurer provided for those above shall appear and indemnify, defend all actions against with counsel selected by CITY, and hold harmless the CITY, its officers, officials, employees and volunteers arising out of the exercise of, and volunteers, from and against all claims, actions, injuries, damage, or causes, including claims for attorney's fees, arising from CONTRACTOR's, its agent's, its employees', or its subcontractor's, performance of this Agreement, including the collection, treatment, maintenance, transportation and disposal of any materials or the charging and collection of rates from Subscribers, or the failure of performance of any of the terms or obligations imposed hereunder, and shall indemnify and save CITY, its in this Agreement, except for claims, actions, injuries, damage, or causes caused by the negligence of the CITY, or its officers, officials, employees, and volunteers, free and harmless of and from all claims, actions, or causes, including attorney's fees, of action arising from negligence connected with the exercise of this Agreement or the failure of performance of any of the terms or obligations imposed hereafter. This provision shall survive the expiration period during which collection services are to be provided under this Agreement.

2.04.0803.01 Hazardous Substance Indemnification: The CONTRACTOR

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shall indemnify, defend with counsel selected by CITY, protect and hold harmless the CITY, its officers, officials, employees and volunteers and any successor or successors to CITY interest, from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by or asserted against, the CITY, its officers, officials, employees, and volunteers arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to government action) concerning any hazardous substance or hazardous waste at any place where CONTRACTOR stores or disposes of ~~municipal~~ solid waste pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 c of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify CITY from liability under CERCLA, other statutes or common law for any and all matters addressed in the section. This provision shall survive the expiration period during which collection services are to be provided under this Agreement.

2.04.08043.02 AB939 State Mandated Diversion Objectives Indemnification:

CONTRACTOR agrees to protect, defend (with counsel selected by CITY) and indemnify CITY against all fines or penalties imposed by CalRecycle (formerly the California Integrated Waste Management Board) in the event the source reduction and recycling goals of AB939, or other mandated diversion laws, are not met by the CITY due to CONTRACTOR delays in providing information that may prevent CITY from submitting reports required by AB939, or other mandated diversion laws in a timely manner.

2.05 Corporate Ownership: CONTRACTOR states that at the time ~~of~~ signing this Agreement, the stock of Eel River Disposal Company, Inc., is owned by Harry Hardin. CONTRACTOR shall inform CITY, in writing, at least 30 days prior to any stock transfer proposals that involve transfer of more than ten percent (10%) of the outstanding shares, and shall not consummate any such stock transfer without approval of CITY. If CITY does not respond within 30 days, CITY approval shall be considered granted. CITY shall not unreasonably withhold consent.

2.06 Assignment and Subcontractors: This Agreement is not assignable, in whole or part. CONTRACTOR may subcontract our portions of his service work, but only if approval from CITY is first obtained. If CONTRACTOR'S written request for subcontract approval is not acted upon within 30 days, it shall be considered approved.

2.07 Notices: All notices to be given hereunder shall be deemed delivered upon personal service upon any of the officers of CONTRACTOR, upon deposit, postage prepaid, in United States Mail, to:

Eel River Disposal Company, Inc.
P.O. Box 266
Fortuna, CA 95540

All notices to be given hereunder shall be deemed delivered upon personal service to the City Manager of the City of Rio Dell, upon deposit, postage prepaid, in United States Mail, to:

City of Rio Dell
675 Wildwood Ave.
Rio Dell, CA 95562

2.08 Portion Deemed Invalid: Should any portion of this Agreement be voided or made inapplicable, either CITY or CONTRACTOR, within 30 days of such event, will have the right to reopen negotiation for replacement provisions for the portions of this Agreement that are voided or made inapplicable.

Should any condition or provision of this Agreement be judged in a court of law to be void or inapplicable, the integrity of all remaining provisions shall remain valid and shall constitute the basis of the Agreement between CITY and CONTRACTOR.

2.09 Headings: The paragraph headings of this Agreement are not part of the Agreement, but are intended to facilitate reading. The paragraph headings shall have no effect upon the construction or interpretation of any part of the Agreement.

2.10 Continuity: This Agreement shall endure and be binding upon the successors or assigns of both parties, subject to the provisions of section 2.06.

2.11 Future Meetings and Cooperation: As may be required in the future with changes in mandates or needs, by way of example only, meeting new food waste, waste reduction or recycling requirements, the parties will meet at the request of either and work cooperatively to resolve changes in mandates or needs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first written above, upon which date this Agreement becomes effective.

CITY OF RIO DELL, a Municipal Corporation

By: _____
Mayor of Rio Dell

Eel River Disposal Company, Inc.

By: _____
President

ATTEST:

City Clerk

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Attachments (as of 7-1-2015)

Exhibit A-1 Fee Component Breakdown

Exhibit A Disposal Rate

Exhibit B Collection Rate

Exhibit C Combined Rate

Exhibit D BLS Data

Exhibit E Per Ton Rate by Container Size

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RESOLUTION NO. 1294-2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
APPROVING SOLID WASTE, ORGANIC MATERIALS AND RECYCLING
FRANCHISE AGREEMENT FURTHER AUTHORIZING THE MAYOR TO SIGN
AGREEMENT**

WHEREAS, the current agreement between the City of Rio Dell and Eel River Disposal, entitled, "City of Rio Dell Solid Waste and Recycling Franchise Agreement" expires on December 31, 2016, and

WHEREAS, the citizens of Rio Dell have been well served under the services of Eel River Disposal and the City Council on December 15, 2016 directed the City Manager to negotiate a sole source contract for another ten year period, and

WHEREAS, the contract has been negotiated by the City Manager, reviewed by the City Attorney and City Council.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell does hereby approve the Solid Waste, Organic Materials and Recycling Franchise Agreement with Eel River Disposal and authorizes the Mayor to sign this agreement.

PASSED AND ADOPTED by the City Council of the City of Rio Dell on April 19, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No. 1294 -2016 adopted by the City Council of the City of Rio Dell on April 19, 2016.

Karen Dunham, City Clerk

**CITY OF RIO DELL
SOLID WASTE, ORGANIC MATERIALS and RECYCLING
FRANCHISE AGREEMENT**

This Solid Waste, Green Waste and Recycling Agreement (this "Agreement") is made and entered into at Rio Dell, California, and is effective, on January 1, 2017 (the "Effective Date") by and between the CITY OF RIO DELL, a Municipal Corporation; hereinafter referred to as "CITY" and Eel River Disposal Company, Inc. a California Corporation, and herein referred to as "CONTRACTOR".

RECITALS

WHEREAS: The Legislature of the State of California, by enactment of California Government Code Section 66755 *et seq.*, and California Health and Safety Code Section 4250 *et seq.*, declares that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS: the California Integrated Waste Management Act, Public Resources Code Section 40000, *et seq.*, requires every local government agency to meet state mandated targets for diversion of solid wastes from landfills; and

WHEREAS, The City Council of Rio Dell has determined that the public health, safety and well being of its residents requires that solid waste collection and disposal, including but not limited to the frequency of collection, the means of collection and the transportation, scope of services charges and fees, location and extent of such services be provided by an exclusive solid waste contract; and

WHEREAS, The reduction of the amount of solid waste and the conservation of recyclable materials is an important public concern by reason of the growing problem of solid waste disposal and by reason of the concern for a judicious use of existing natural resources; and

WHEREAS, the City retains the absolute right to direct all solid waste, recyclable materials and special wastes regulated under this Agreement to the transfer station, disposal site or processing facility under its obligation as a member of the Humboldt Waste Management Authority; and

WHEREAS, if the City exercises its absolute right to direct all solid waste, recyclable materials and special wastes regulated under this agreement to the transfer station, disposal site or processing facility under its obligation as a member of the Humboldt Waste Management Authority, rates will be adjusted to reflect any increase or decrease in CONTRACTORS cost or lost revenues so that any increase in costs or lost revenues will increase CONTRACTORS rates and any decrease in costs will reduce CONTRACTORS rates; and

WHEREAS, the parties entered into an exclusive franchise agreement for the collection and disposal of solid waste and recyclable materials effective January 1, 2007, through December 31, 2016, and prior to said franchise agreement, the parties had executed a solid waste collection agreement effective April 1, 1996 and amended on December 1, 1998, which they intend to replace in its entirety by the within Agreement upon the Effective Date, as further set forth in Section 1.02 below; and

WHEREAS, The CONTRACTOR represents that it has the experience and expertise necessary to institute a program for the collection and proper handling of solid waste and recyclable materials.

AGREEMENT

NOW THEREFORE: In consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all terms and conditions hereof, the parties do hereby agree as follows:

A. DEFINITIONS

These definitions are for the purpose of clarifying and interpreting the provisions made in this Agreement. They do not extend beyond the scope of this Agreement.

Curbside: At the front of the yard or as close to curb as possible.

Customer: An individual, residence or business that has requested and is receiving Service.

Designated Disposal Facility (or Disposal Facility): The facility or facilities appropriately permitted by the State of California and designated by the CITY as the facility to which the CONTRACTOR is obligated by the Agreement to transport solid waste for landfill disposal.

Designated Recycling Facility (or Recycling Facility): The facility or facilities appropriately permitted by the State of California and designated and approved by the CITY.

Disposal: The permanent placing of Solid Waste, Garbage, and/or Refuse in a Facility legally permitted to receive it.

Force Majeure: Acts of God, landslides, lightning, forest fires, storms, floods, freezing, earthquakes, civil disturbances, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, or other similar causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the party whose ability to perform under this Agreement is impaired or prevented by the Force Majeure event. However, a Force Majeure event shall not include: damage or destruction caused by any of the following events: operational error; improperly designed facilities; increased costs of transportation or materials (including fuel), labor, subcontractors or supplies; or careless or improper operation.

Generate: To create or render. An entity is not considered to be the generator of a Solid Waste if the material has merely been transported or moved to the site.

Organic Materials: Also known as Green Waste, includes lawn clippings, untreated woods, compostable food wastes and discarded plants..

Hazardous Material, Prohibited Material: Materials that are not allowed to be disposed of at a Class III landfill as provided by local, state or federal law.

Missed Service: Service is considered missed by CONTRACTOR if the container and/or material was at its designated pick up location when CONTRACTOR serviced that portion of the route. It is not considered Missed Service if the Customer failed to put the material out or put the material out later than the starting time on collection day.

Recyclable: Materials which have some potential economic value and are intended to be recycled by being set aside, handled, packaged or offered for collection in a manner different from Solid Waste.

Solid Waste, Garbage, Refuse: Materials generated by a customer that are useless, discarded, rejected

or abandoned, and placed at curbside or in a designated container for pick up and disposal by the CONTRACTOR. Solid waste, garbage, and/or refuse does not include recyclables, liquid, or any material which cannot be legally be disposed of in a Class III landfill. Solid waste, garbage and refuse are collectively referred to below as "solid waste."

Subscriber: Individual, residence or business that requests and pays for regular service.

1 .00 SCOPE OF AGREEMENT, TERM, CONDITIONS:

1.01 Purpose of this Agreement: The purpose of this Agreement is to provide waste management services to the citizens and businesses of the City of Rio Dell. This Agreement establishes the terms and conditions under which CONTRACTOR shall provide the services of curbside collection, transporting, processing, and disposal or marketing of wastes and recyclables that are generated in or occur within the City of Rio Dell, and the compensation to be received by CONTRACTOR therefore. This Agreement provides for the orderly transition to a successor operation of wastes and recyclables by CITY or by CITY sponsored successor in the event that CONTRACTOR does not comply with the terms of the Agreement. This Agreement provides remedies for faulty performance.

This Agreement establishes efforts by which CITY and CONTRACTOR will work for compliance with current or future mandated waste reduction goals established by the State of California including but not limited to AB 939, AB 341 and AB 1826.

It is expressly understood and agreed that CONTRACTOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as being inconsistent with that status or as making CONTRACTOR, or any individual whose compensation for service is paid by CONTRACTOR, an agent or employee of the CITY, or as authorizing CONTRACTOR to create or assume any obligation or liability for or on behalf of the CITY.

1.02 Replaces Previous Agreement: Upon the Effective Date, this Agreement, with possible future Amendments, replaces that certain agreement between the parties entered into on, and effective on January 1, 2007 and entitled City of Rio Dell Solid Waste and Recycling Franchise Agreement (referred to herein as the "Prior Agreement"). Beginning on the Effective Date of this Agreement, the Prior Agreement shall be terminated, with the exception of the indemnity provisions in Sections 2.04.08, 2.04.08.01 and 2.04.08.02 which provisions shall survive termination and continue in full force and effect.

1.03 Term of this Agreement: The term of this Agreement shall be for a period of ten (10) years, beginning on the Effective Date of the Agreement and terminate on **December 31, 2026**.

1.03.01 Enforcement: Failure by CITY to at any time require of CONTRACTOR the performance of any provisions of this Agreement shall in no way affect the right of CITY to thereafter enforce same, nor shall a waiver by CITY of any breach of any provision of this Agreement be held as a waiver of any succeeding breach of such provision, or as a waiver of any provision itself.

1.04 Accountability: The collection and disposal of refuse directly affects the public health and welfare. Therefore, CONTRACTOR shall be accountable to the CITY for CONTRACTOR'S performance. CONTRACTOR shall obey all Federal, State, and Local laws, ordinances, resolutions, and regulations which now exist or may in the future be modified or adopted, and generally conduct its performance of this Agreement so as to faithfully and competently collect and dispose of refuse in a safe and efficacious manner. If at any time either party determines that it is appropriate to meet to discuss performance of this Agreement, both will do so in good faith. If at any time CITY determines that

CONTRACTOR is guilty of substandard performance, and after written notice of such and CONTRACTOR'S failure to remedy the deficiencies, CITY may take all actions permitted pursuant to the "Breach", "Remedies" and "Liquidated Damages" provisions of this Agreement.

1.04.01 Performance Bond: CONTRACTOR shall post a fifty thousand dollar (\$50,000) bond or financial instrument acceptable to CITY as guarantee for the performance of all the terms and conditions of this Agreement. The bond must be renewed and in full force for every day of this Agreement and for the full sum herein specified. Upon CONTRACTOR'S failure to pay the CITY an amount owing under this Agreement, the Performance Bond may be assessed by the CITY. In the event the CITY is successful in drawing on the Performance Bond, all of CITY costs of collection and enforcement of the provisions relating to the Performance Bond called for by this section, including reasonable attorney's fees and costs, shall be paid by CONTRACTOR. When a withdrawal is made from the bond, CONTRACTOR shall restore the bond to the full amount within thirty (30) calendar days after receiving written notice from CITY of a withdrawal.

If the performance bond takes the form of an interest bearing account, the interest shall accrue to the CONTRACTOR.

1.05 City Authority: Whenever the context of this Agreement requires CITY to perform an act, and said act is to be performed by an individual, "CITY" shall be interpreted as meaning the City Manager or his or her authorized appointee.

1.06 Solid Waste Exclusive Agent: Except as otherwise permitted by law or ordinance, CONTRACTOR shall have the exclusive right within the CITY to collect, transport, process and dispose of all solid waste, garbage or refuse generated in or occurring within Rio Dell City limits, and in any territory hereinafter annexed to the CITY. The CITY warrants that it has the authority to grant such an exclusive right as described in the Agreement and as delegated to it by state law. The CITY covenants that during the term of the Agreement it will not engage other individuals or itself to become involved in the collection and disposal of solid waste, garbage or refuse, unless CITY first determines that CONTRACTOR is in default. However, generators of garbage, solid waste or refuse may at their option transport and dispose of their own garbage if produced on their own premises or location or business.

1.06.01 Recycling Exclusive Right: CONTRACTOR shall have the exclusive right to collect recyclable material placed curbside within the CITY and to perform other recycling services as provided for in Section 2.00 of this Agreement. Other than recyclable material placed at curbside, this Agreement in no way prevents or regulates the right of others to collect recyclables or operate a recycling collection facility within the CITY limits.

1.06.02 Ownership of Waste: Ownership of wastes (Hazardous or prohibited waste excluded) shall vest with CONTRACTOR at the time and point of collection by CONTRACTOR. Waste materials in collection containers shall remain the property of the waste generator until the time of pickup by CONTRACTOR. Hazardous or prohibited waste shall remain the property of the Generator. CONTRACTOR is not required by this Agreement to pick up hazardous or prohibited waste. Recyclable materials placed in CONTRACTOR'S containers shall become the property of CONTRACTOR at such time as they are placed in a designated container for pickup by CONTRACTOR.

Ownership and the right to possession of solid waste and recyclables placed in containers or bins or bundles or bags for collection, or placed at curbside, shall transfer directly from the customer or subscriber to CONTRACTOR, by operation of law, not as a result of the Agreement. CONTRACTOR'S arrangement with subscribers and customers will provide that, subject to the

right of the customer to claim lost property, title and right to possession, and liability for all recyclables and all solid waste, whether or not recyclable, which is set out for collection on a regularly scheduled collection day shall pass to CONTRACTOR as described above. Subject to the provisions of this Agreement, CONTRACTOR shall have the right to retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the refuse or recyclables that it collects. Refuse which is disposed of at a disposal site or sites (whether landfill, transformation facility, transfer station or materials recovery facility) shall become the property of the owner or operator of the disposal site or sites once deposited there by CONTRACTOR. At no time does the CITY obtain any right of ownership or possession of solid waste placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that CITY has such rights.

1.06.03 Disposal Facility: CONTRACTOR shall provide disposal services at a site designated by CITY for such disposal services (the "Designated Disposal Facility"). The CITY hereby designates the Eel River Disposal Transfer Station in Fortuna as the Designated Disposal Facility because this Facility currently allows the CITY to satisfy its obligation as a member of the Humboldt Waste Management Authority to direct solid waste generated within the CITY through the Authority's disposal process.

Failure to provide disposal services at the Designated Disposal Facility shall constitute an event of default hereunder, whereupon CITY may terminate this Agreement upon thirty days written notice thereof to CONTRACTOR. This provision shall be independent of and in addition to any other CITY termination rights provided elsewhere in this Agreement.

1.06.04 Alternative Disposal Facility: In the event that the Designated Disposal Facility does not allow the CITY to dispose of solid waste generated within CITY limits through the Authority disposal process, CITY may name an alternative Designated Disposal Facility by providing 90 days written notice to CONTRACTOR.

If the Designated Disposal Facility is closed for any reason (other than daily closure in the course of business) the Humboldt Waste Management Authority Transfer Station in Eureka shall be used as the alternative Designated Disposal Facility.

If the Designated Disposal Facility is changed, rates will be adjusted to reflect any increase or decrease in CONTRACTOR'S cost so that any increase in costs for a new Designated Disposal Facility will increase CONTRACTOR'S rates and any decrease in costs will reduce CONTRACTOR'S rates.

1.06.05 Disposal Fees: CONTRACTOR and CITY agree that a portion of the CONTRACTOR service fee represents the cost of disposal services at the Designated Disposal Facility. Any changes in the cost of disposal at a Designated Disposal Facility shall be promptly determined and adjusted under Section 2.03 (Compensation to CONTRACTOR). If CONTRACTOR fails to provide disposal services at the Designated Disposal Facility, CONTRACTOR shall not bill or collect that portion of such payment related to the cost of disposal services. If CONTRACTOR does bill or collect such portion in violation of this provision, it shall repay such portion to the persons billed therefore with interest at the rate of eighteen percent (18%) per annum calculated from the date of billing.

1.06.06 Flow Control: The CITY is a member of the Humboldt Waste Management Authority, a Joint Powers Authority. As a consequence of its membership in this authority, the CITY is obligated to ensure flow control of solid waste, recyclable materials or special wastes generated or accumulated within the jurisdiction of the CITY, regardless of whether such solid

waste materials are subject to collection under this Agreement. In addition, state law independently confers on the CITY authority to provide for solid waste handling services including the imposition of flow measures. Provided that, of the CITY exercises its absolute right to redirect all solid waste, recyclable materials or special wastes regulated under this agreement to some location other than the Designated Disposal Facility, rates will be adjusted to reflect any increase or decrease in CONTRACTORS cost or lost revenues so that any increase in costs or lost revenues for a new Designated Disposal Facility will increase CONTRACTORS rates and any decrease in costs will reduce CONTRACTORS rates. CONTRACTOR agrees that it will not transport CITY's commingled allocation to any facility other than the Designated Disposal or Recycling Facility without the express written permission of the CITY.

1.07 Breach by CONTRACTOR: In the event CONTRACTOR should default in the performance of any material provisions of the Agreement and the default is not cured within thirty (30) days after receipt of written notice of default from CITY, then CITY may, at its option, pursue the rights and remedies set forth in Section 2.02.07, below. The 30-day period to cure a default may be reduced to seven (7) days if the CITY determines that the default involves a risk to the public health and/or safety and the written notice of default expressly provides for a seven (7) day period.

In the event that CONTRACTOR fails to provide and maintain in full force and effect the required insurances, becomes insolvent, is adjudged bankrupt, files any bankruptcy petition, or makes an assignment for the benefit of creditors this Agreement may be immediately terminated by CITY.

1.07.01 Maintain Records: CONTRACTOR shall maintain all books and records according to generally accepted accounting principles, uniformly applied. The CITY, at its option, may terminate this Agreement or seek other remedies as described in the Agreement if CONTRACTOR directly or acting through agents, presents materially false information to the CITY with an intent to deceive the CITY.

1.08 Force Majeure: Neither the CONTRACTOR nor the CITY shall be considered in default in the performance of its respective obligations under this Agreement to the extent that such performance is prevented or impaired by the occurrence of a Force Majeure event.

When hazardous road conditions are present due to snow, ice, slides or similar conditions, the CONTRACTOR may, with approval from the CITY, suspend collection in affected areas.

CONTRACTOR shall make every effort to continue service during a labor strike.

1.09 Attorney fees: Should any litigation be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto: the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or in a separate action brought for that purpose.

2.00 SERVICE OPERATION AND PERFORMANCE

2.01 Services to be performed by CONTRACTOR: CONTRACTOR shall provide, as called upon by CITY and by individual subscribers, collection and hauling service of such solid wastes as are generated in or occur within the City of Rio Dell, and collection and processing of recyclables set out by subscribers or brought to the CITY drop-off site by residents and businesses.

2.01.01 All service shall be provided in accordance with state, federal, and local law law including ordinances, resolutions, and/or the Municipal Code of Rio Dell, or as these are from time to time amended, provided however, if amendments cause material change, then the parties

agree to meet to confer in good faith.

2.01.02 The Basic Service Components to be Performed by CONTRACTOR:

2.01.02.01 Collection: CONTRACTOR shall collect solid waste which has been placed at the curbside or other authorized collection location at least once per week, provided that all refuse collected fit into a container or be contained in specific bags sold by CONTRACTOR. Such bags and thirty two (32) gallon garbage cans shall not exceed the weight of fifty (50) pounds. Twenty (20) gallon garbage cans shall not exceed the weight of thirty (30) pounds.

2.01.02.02 Non-Curbside Pick-up: CONTRACTOR shall provide non-curbside pick up service at the normal service rate for those residences where no occupant is physically able to place the container at its designated curbside site for pickup. CONTRACTOR may request that the customer provide evidence of a "handicapped" designation from the state or from his or her physician. In the event of an unresolved dispute between Customer and CONTRACTOR the matter shall be submitted to the CITY for a final determination.

2.01.02.03 Bin Service: CONTRACTOR shall offer large bin collection service, at least once a week; and, shall offer drop box waste collection service, including the use of compactor boxes, on a schedule or on call, with CONTRACTOR furnishing or offering to furnish said drop boxes and compactor boxes, or offering to haul boxes owned by Subscriber. Bins or boxes supplied by Subscriber must be compatible with CONTRACTOR's equipment.

2.01.02.04 Recycling Collection Services: CONTRACTOR shall provide a single stream curbside recycling program with collection at least every other week to all residential Subscribers who have solid waste collection services. CONTRACTOR shall also provide curbside recycling collection at least every other week to residential and commercial Customers who subscribe for curbside recycling collection only.

CONTRACTOR will pay for and distribute single stream totes to each Subscriber; however, after the initial tote for each Subscriber, CONTRACTOR will charge the cost for replacement totes to that Subscriber. Except in the case of Subscriber abuse, CONTRACTOR will repair and maintain the totes.

Recyclable materials collected shall include the following clean materials: newspapers, tin cans, aluminum cans, junk mail, magazines, #1 to #7 plastics, jars, bottles and CRV glass, cardboard and other similar paper products. CONTRACTOR shall provide public access to CONTRACTOR'S facility where the same materials may be recycled. With mutual consent of both parties, the items to be accepted for recycling may be changed.

CONTRACTOR shall attempt to find markets for all collected recyclables. Recyclable materials that are sufficiently contaminated so as to render them unmarketable or create a risk of contaminating other recyclable materials may be otherwise disposed of by CONTRACTOR without breach of this Agreement.

CONTRACTOR has placed self-haul recycle containers at the City Hall. These will be emptied two times per week by CONTRACTOR.

2.01.02.05 Organic Materials Collection Services:

(a) The Green Waste Collection Program will involve the use of CONTRACTOR supplied specially designated sixty eight (68) gallon Green Waste totes which will be picked up every other week. CONTRACTOR will establish rules governing the location and placement of totes for pick up and the non-contamination of material. The Green Waste will be transported to the City of Fortuna's corporation yard. If delivery to the City of Fortuna's corporation yard is unavailable or not fully available, the Green Waste Collection Program shall be suspended until CONTRACTOR and the CITY can agree on a new delivery point and any other needed changes to the terms of the Green Waste Collection Program. The participants in the Green Waste Collection Program must specially sign up for the participation in the Green Waste Collection Program. The cost of the service will be added to the Subscriber's current garbage or recycling service bill and is available to private residents, multifamily housing and businesses within the CITY. The CITY, with the advice and review of CONTRACTOR will provide Green Waste Collection Program publicity and CONTRACTOR will also provide Green Waste Collection Program publicity to its current Customers along with its billing for service.

(b) Subscription charges shall be updated annually in the manner called for through Section 2.03.04 of this Agreement.

(c) Materials accepted as Green Waste shall include all organics as defined under AB 1826 or any successive legislation.

(d) During the term of this Agreement, CONTRACTOR and CITY shall meet in good faith to continue availability of service to commercial customers and multi-family residential dwellings or other customers who fall under organics diversion requirements of AB 1826.

2.01.02.06 Annual Clean-up Day: CONTRACTOR will also provide services one day per year for a CITY-wide clean up event ("Annual Clean-up Day"). Those services will include disposal bins and recycling bins placed at curbside by Subscribers. Recycling will also 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 or construction 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 Annual Clean-up Day, 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 Annual Clean-up Day. CITY will determine the date for the Annual Clean-up Day and provide CONTRACTOR _____ days written notice of its determination prior to the date chosen for the event.

2.01.02.07 Reports: CONTRACTOR shall submit to CITY the following reports in a format approved by CITY, with data specific to Rio Dell, during the term of the Agreement:

(a) **Quarterly Reports**

Within thirty (30) days after the last day of each calendar quarter, CONTRACTOR shall submit a Quarterly Report that includes but is not limited to the following:

Quarterly summary of tonnage of solid and green waste generated within the City limits and the tonnage of all recyclable materials collected, separated in the report by estimated material type and generator type (can customer or bin customer).

Quarterly summary of combined solid waste/recycling subscribers and of recycling only subscribers.

Quarterly reports and the information therein required of the CONTRACTOR shall be provided in the format and form developed by the CITY and are subject to periodic revision. The CITY and the CONTRACTOR shall meet and confer on the steps required to adopt that reporting format in place of prior reporting methods.

Annual list of customers and their addresses. This list shall be confidential to third parties.

(b) Annual Report

On or before March 31 of each year, CONTRACTOR shall submit a calendar year end summary report for the previous year, to include suggestions for improving public awareness, prior-year participation rates, amount of material diverted from the waste stream, significant highlights, noteworthy experiences and identify any problems areas needing correction. This report shall be presented before the City Council in open public session by employees or representatives of the CONTRACTOR.

Annual reports and the information therein required of the CONTRACTOR shall be provided in the format and form provided by the CITY and are subject to periodic revision. The CITY and the CONTRACTOR shall meet and confer on the steps required to adopt that reporting format in place of prior reporting methods.

All reports, whether quarterly or annual, shall be submitted to:

City Manager
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

2.01.02.08 City Service: CONTRACTOR shall collect and dispose of solid waste and recyclable materials produced by CITY at locations identified by the CITY at no charge to CITY. Collection shall be made at least once per week. Garbage cans shall be furnished by the CITY. Large bins shall be furnished by CONTRACTOR. The CITY shall give the CONTRACTOR a minimum of twenty (24) hours notice to schedule special service.

CONTRACTOR shall participate in an Annual Clean-up Day. CONTRACTOR shall provide and remove bins at no charge other than the City shall pay the disposal cost at the Designated Disposal Facility.

CONTRACTOR shall provide CITY with solid waste and recycling collection. The CITY may increase this limit by one can per year at its sole discretion. 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. Currently, the container locations, quantity, container size and frequency of pickup are as follows:

City Corporation Yard	2 – two-yard containers 1 time per week.
Police Department	1 – two-yard container 1 time per week.
Street Cans	30 – thirty-two gallon cans 1 time per week. (15 locations - ½ solid waste, ½ recycables)
Behind City Hall	1 - fifteen yard self-haul mixed recycling container 2 times per week. And 3 – six yard cardboard only containers 2 times per week.

The CITY may increase its Street Can limit by two “thirty-two” gallon cans (1/2 solid waste, ½ recyclables), at one location, per year at its sole discretion.

CITY reserves the right to change location for self-haul recycling containers to another location within CITY jurisdiction and accessible to CONTRACTOR equipment with thirty (30) day notice to CONTRACTOR. CITY reserves the right to deny the placement of self-haul recycling containers within its jurisdiction with thirty (30) day notice to CONTRACTOR.

CONTRACTOR shall also provide recycling service to CITY at no charge. The list of materials that CONTRACTOR is required to pickup for such recycling collection shall not exceed those materials set forth in Section 2.01.02.04, above.

2.01.02.09 Hazardous Waste Notification: CONTRACTOR shall notify all agencies with jurisdiction, including the California Department Toxic Substances Control and Local Emergency Response Providers, and if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed in solid waste anywhere with the CITY, including on, in, under, or about CITY property, streets, easements, rights of way and CITY waste containers. In addition to other required notifications, if CONTRACTOR observes any substances that it or its employees reasonably believe or suspect to contain hazardous wastes unlawfully disposed of or released on CITY property, including streets, storm drains, or public rights of way, CONTRACTOR shall immediately notify the CITY.

2.01.02.10 Spills: Any refuse spilled during the pick up process shall be the responsibility of the CONTRACTOR and shall be cleaned up promptly. CONTRACTOR’S equipment shall be watertight to assure against liquid spillage. Refuse scattered from containers by animals is not the responsibility of the CONTRACTOR.

2.01.02.11 Replace Lids: CONTRACTOR shall replace lids or covers on containers, when covers are present and usable, and shall return containers to their original location.

2.01.02.12 Private Driveways: CONTRACTOR shall not be required to travel on private driveways or other passageways not suitable for heavy equipment. Customers shall place their containers in a convenient location within five (5) feet of the roadway, except as provided in section 2.01.02.02 of this Agreement.

2.01.02.13 Service Amendments: The basic service components of this Agreement may be amended by CITY with corresponding adjustments in compensation to be negotiated by both parties. Such amendments could include food waste collection or additional recycling services.

2.01.02.14 Allocation of Solid Waste: After collection and prior to shipment to the Designated Disposal Facility, waste will be co-mingled with other solid waste collected within the City and recyclable materials will be removed at CONTRACTOR's transfer station. CONTRACTOR uses the below formula to attribute shipped solid waste. This formula is specifically stated in CONTRACTOR'S franchise agreement with the City of Fortuna and the County of Humboldt and is:

City of Fortuna	60%
Unincorporated County	22%
City of Rio Dell	11%
City of Ferndale	7%

This formula is based on known can counts from each jurisdiction and an assumed container weight calculation of an average 30 pounds per 30 gallon and 32 gallon containers, 20 pounds per 20 gallon container and cubic yard bin weight of 202 pounds per cubic bin yard. These average and assumed weights were based on a physical sample study. CONTRACTOR is willing to review and verify this study in conjunction with a cooperative process involving all entities. The verification will occur based on a review of CONTRACTOR's existing routing software that identifies the container size and a sample average weight per container size performed over an extended period. Any revisions made to the this formula shall be approved by the involved jurisdictions.

2.02 Performance Requirements: CONTRACTOR shall provide the equipment and workforce reasonably necessary to properly and safely accomplish the solid and green waste collection and recyclables collection and processing. Equipment shall be in a clean, sanitary condition. Collection vehicles shall have CONTRACTOR'S name painted on the side so as to be clearly visible. CONTRACTOR shall exercise competent supervision over the operation.

CONTRACTOR shall perform service in a courteous, professional, and quality manner. CONTRACTOR shall be exceptionally careful to minimize litter in collecting and transporting waste materials, and at their yard.

2.02.01 Office: CONTRACTOR shall maintain a proper office and yard for the management and control of the solid and green waste collection and recycling service. Said office shall be staffed by a person or persons who will respond to telephone calls during all regular office hours. CONTRACTOR shall maintain an emergency telephone number for use outside normal hours.

2.02.02 Collection Schedule and Routes: CONTRACTOR shall adhere to a collection frequency schedule and shall have specific routes and collection days for adhering to that schedule. CONTRACTOR shall furnish CITY with a Residential Collection Day Schedule, and shall not make changes to same without informing CITY.

2.02.03 Missed Service: CONTRACTOR shall attempt to promptly collect any complaints relative to service or missed service. In the event that complaints are registered with CITY rather than with CONTRACTOR, CITY shall promptly inform CONTRACTOR of the complaint. CONTRACTOR shall promptly and properly respond to the complaints and notify

CITY when response is completed.

2.02.04 Availability of Service and Special Service: CONTRACTOR shall provide service on a subscription basis to any residence or business that requests service and pays for service in a timely manner. No such business or residence that generates and discards waste legally shall be denied the opportunity for service. CONTRACTOR may offer special services, in accordance with CONTRACTOR'S license, to residents or businesses and receive fees as agreed upon for those services.

2.02.05 Time of Collection: CONTRACTOR hours of operation shall be approved by CITY. The CITY further reserves the right to regulate hours during the terms of this Agreement should the CITY deem that traffic, noise, or hours of operation are a nuisance.

2.02.06 CONTRACTOR Records and Confidentiality: CONTRACTOR operation and financial records shall be open and accessible for inspection by CITY at all times, but shall remain confidential with respect to third parties. CONTRACTOR shall maintain all documents, ledgers, invoices, canceled checks, and records that demonstrate performance under this Agreement for a minimum period of five (5) years or any longer period required by law.

2.02.07 Remedies for Faulty Performance: Following receipt by CONTRACTOR of written notice of breach as described in Section 1.07 of this Agreement, CONTRACTOR shall: Correct the default within the time frame specified.

In the case of a default that is not reasonably capable of being corrected within thirty (30) days, CONTRACTOR shall commence correcting the default within thirty (30) days of CITY'S notification thereof, and thereafter correct the default with reasonable diligence.

If the CITY determines that the CONTRACTOR has failed to correct a default within a reasonable period of time, CITY, upon ten (10) days prior to written notice, shall have any of the following rights and remedies:

2.02.07.01: The right to give notice of termination of the Agreement in accordance with the terms and procedures set forth herein.

2.02.07.02: The right to rent or lease equipment from CONTRACTOR, for the purpose of collecting, transporting, and/or disposing of solid or green waste or recyclables which CONTRACTOR is obligated to collect, transport, or dispose of pursuant to this Agreement, until such time a new franchise is awarded, or the expiration of one hundred and twenty (120) days from the day CITY begins operation under this subsection, whichever ever occurs first. During such period of use of CONTRACTOR equipment, CITY shall pay CONTRACTOR a reasonable rental value of the facilities, vehicles, equipment, and records used by CITY, but CONTRACTOR shall be entitled to no other compensation. Said rental value shall be off-set by any damages claimed by CITY for any default by CONTRACTOR. During such period of operation by CITY the liability of CITY to CONTRACTOR for loss or damage to such equipment so used shall be limited to willful and/or negligent acts or omissions by CITY, ordinary operational wear and tear being specifically exempt from such liability. During such period of operation by CITY, CITY shall have access to the CONTRACTOR records for the purpose of billing and operation, and shall retain all payments and funds received for said period.

2.02.07.03: The right to license other companies to perform the services otherwise to be performed by CONTRACTOR or to perform such services itself.

2.02.07.04: The right to obtain damages and/or injunctive relief. Both parties recognize that in the event of default under the terms of this Agreement by CONTRACTOR, CITY may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and enjoin the breach thereof.

2.02.07.05: The CITY and CONTRACTOR recognize that it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by CITY as a result of a material breach by CONTRACTOR of obligations under this Agreement. The factors relating to the impracticability of ascertaining damages included, but are not limited to, the fact that (1) substantial damages results to members of the public who are denied quality, reliable services; (2) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (3) the monetary loss resulting from the denial of quality, reliable services is impossible to calculate in precise monetary terms; and (4) the termination of this Agreement for such breaches, and other remedies, are a means of future correction and not remedies which make the public whole for past breaches.

Accordingly, the CITY may, in its discretion, assess liquidation damages not to exceed the sum of one hundred dollars (\$100.00) per day, for each calendar day that CONTRACTOR is in material breach of this Agreement. The CITY finds, and CONTRACTOR acknowledges and agrees that the above-described liquidated damages provisions represent a reasonable sum in light of all of the circumstances.

CONTRACTOR shall pay any liquidation damages assessed by the CITY within ten (10) days after they are assessed. If they are not paid within the ten (10) days period, the CITY may withdraw them from the Performance Bond required by section 1.04.01 and in addition to any other remedies, order the termination of the franchise granted by this Agreement.

2.02.07.06: The assessment of liquidated damages by the CITY shall not constitute a waiver by CITY of any other right or remedy it may have under this Agreement.

2.02 07.07: In determining which remedy or remedies are appropriate, CITY shall take into consideration the nature of the violation, the person or person's bearing the impact of the violation, the nature of the remedy required in order to prevent further such violations and such other matters as the CITY may deem appropriate.

2.02.07.08: CITY'S costs in performing these remedies may be drawn from CONTRACTOR Performance Bond required by Section 1.04.01.

2.03 Compensation to CONTRACTOR

2.03.01 Service Rates: CONTRACTOR shall perform responsibilities and duties described in this Agreement in accordance with and in consideration of Service Rates set forth in Exhibit A, attached hereto.

2.03.02 Fees from Subscribers: CONTRACTOR shall receive fees from service subscribers as set forth in Exhibit A, attached hereto.

Such solid or green waste that is in excess of the capacity of containers shall be collected by CONTRACTOR, who will be permitted to charge a fee for special services to the particular Subscriber. Such fee shall be in accordance with CONTRACTOR'S normal fee schedule for special services.

The collection of bulky items, such as discarded furniture, mattresses, carpet, appliances, packaging crates and large containers shall be performed as a special service and may be charged for by CONTRACTOR in accordance with CONTRACTOR'S normal fee schedule for special services.

CONTRACTOR shall receive fees from customers for large bins service based on the size of the bin, number of bins and frequency of pick-up, as described in Exhibit A.

2.03.03 Disposal fees: CONTRACTOR shall be responsible for payment of disposal fees at the Designated Disposal Facility. CONTRACTOR service rate shall be adjusted in proportion to changes in disposal fees. This adjustment shall apply only to the portion of the rate that covers disposal fees as described in Exhibit A and A-1.

CONTRACTOR rate change calculation must receive approval from CITY prior to enacting rate change. The CITY will not unreasonably withhold approval.

2.03.04 CPI Rate Adjustments: Rates may be adjusted annually based on Consumer Price Index (CPI) such that the change takes effect on July 1. This adjustment shall apply to Eel River disposal fees identified in Exhibit A-1 at 75% of the rate adjustment and at 100% of the rate adjustment for the collection rate as described in Exhibit B. The CPI annual rate adjustment shall be the amount of change as reported by the Bureau of Labor Statistics of the United State Department of Labor. The month of comparison shall be January.

Rates shall be adjusted annually, based on Consumer Price Index (CPI) for the US City Average – All Urban Consumer Index, CPI – U (All Urban Consumers; 1982 – 84 = 100, 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 rounded 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 would be obtained in the Index had not been discontinued or revised.

In consideration of a CPI rate adjustment, CONTRACTOR must submit a written report to CITY describing the calculation used to implement the rate change. Calculation of any CPI service rate adjustment must have approval of City Council prior to any service rate change taking effect. City Council shall not unreasonably withhold approval of a CPI increase.

2.03.05 Billing: CONTRACTOR shall bill customers for services.

2.03.06 Financial Statements to CITY: CONTRACTOR shall provide CITY with reviewed financial statements upon request from CITY which request shall not occur more frequently than every three years. All review costs and financial reporting are to be considered normal operating costs of the CONTRACTOR. All statements will be reviewed by the CITY and then returned to the CONTRACTOR or retained as a confidential document that is not subject to public inspection.

2.03.07 No Additional Compensation: CONTRACTOR shall not, nor shall it permit any agent, employee or subcontractor to request, solicit, or demand, either directly or indirectly, any compensation or gratuity for the collection of refuse otherwise required to be collected under the Agreement.

2.03.08 Franchise Fee: CONTRACTOR shall pay to CITY five percent (5%) of the gross service fee paid to it by Subscribers for the collection of solid and green waste and shall also pay to CITY ten dollars (\$10.00) per ton for recyclable materials collected within the CITY. Payment shall be on the quarterly basis with payment due on the 15th day of the month following the end of the quarter. CONTRACTOR shall pay a late fee at an annual percentage rate of 15% compounded daily, for each day that the franchise fee payment is past due. CONTRACTOR shall submit, by March 1 of the following year, an annual report signed by a Certified Public Accountant certifying accuracy of gross amounts reported. CONTRACTOR shall keep record of the gross receipts obtained in the exercise of this Agreement. The CITY shall have the right to audit and examine such records. Audits shall be considered normal operational costs of CONTRACTOR's operation and done without additional charge.

2.04 Insurance and Indemnification Requirements: CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

2.04.01 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(a) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$4,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$4,000,000 per accident for bodily injury and property damage. *The policy shall include an MCS-90 endorsement for transportation of hazardous substances or materials.*

(c) **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

2.04.02 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status

The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

(b) Primary Coverage

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

(c) Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the CITY.

(d) Waiver of Subrogation

CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

(e) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(f) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

(g) Verification of Coverage

CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(h) Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

2.04.02 Subcontractors: CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

2.04.03 Indemnification of CITY: CONTRACTOR or the insurer provided for those above shall indemnify, defend with counsel selected by CITY, and hold harmless the CITY, its officers, officials, employees, and volunteers, from and against all claims, actions, injuries, damage, or causes, including claims for attorney's fees, arising from CONTRACTOR's, its agent's, its employees', or its subcontractor's, performance of this Agreement, including the collection, treatment, maintenance, transportation and disposal of any materials or the charging and collection of rates from Subscribers, or the failure of performance of any of the terms or obligations in this Agreement, except for claims, actions, injuries, damage, or causes caused by the negligence of the CITY, or its officers, officials, employees, and volunteers. This provision shall survive the expiration period during which collection services are to be provided under this Agreement.

2.04.03.01 Hazardous Substance Indemnification: The CONTRACTOR shall indemnify, defend with counsel selected by CITY, protect and hold harmless the CITY, its officers, officials, employees and volunteers and any successor or successors to CITY interest, from and against all claims, actual damages (including but not limited to special and consequential damages), natural resources damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including, but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by or asserted against, the CITY, its officers, officials, employees, and volunteers arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to government action) concerning any hazardous substance or hazardous waste at any place where CONTRACTOR stores or disposes of solid waste pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107 c of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify CITY from liability under CERCLA, other statutes or common law for any and all matters addressed in the section. This provision shall survive the expiration period during which collection services are to be provided under this Agreement.

2.04.043.02 State Mandated Diversion Objectives Indemnification: CONTRACTOR agrees to protect, defend (with counsel selected by CITY) and indemnify CITY against all fines or penalties imposed by CalRecycle (formerly the California Integrated Waste Management Board) in the event the source reduction and recycling goals of AB939, or other mandated diversion laws, are not met by the CITY due to CONTRACTOR delays in providing information that may prevent CITY from submitting reports required by AB939, or other mandated diversion laws in a timely manner.

2.05 Corporate Ownership: CONTRACTOR states that at the time of signing this

Agreement, the stock of Eel River Disposal Company, Inc., is owned by Harry Hardin. CONTRACTOR shall inform CITY, in writing, at least 30 days prior to any stock transfer proposals that involve transfer of more than ten percent (10%) of the outstanding shares, and shall not consummate any such stock transfer without approval of CITY. If CITY does not respond within 30 days, CITY approval shall be considered granted. CITY shall not unreasonably withhold consent.

2.06 Assignment and Subcontractors: This Agreement is not assignable, in whole or part. CONTRACTOR may subcontract our portions of his service work, but only if approval from CITY is first obtained. If CONTRACTOR'S written request for subcontract approval is not acted upon within 30 days, it shall be considered approved.

2.07 Notices: All notices to be given hereunder shall be deemed delivered upon personal service upon any of the officers of CONTRACTOR, upon deposit, postage prepaid, in United States Mail, to:

Eel River Disposal Company, Inc.
P.O. Box 266
Fortuna, CA 95540

All notices to be given hereunder shall be deemed delivered upon personal service to the City Manager of the City of Rio Dell, upon deposit, postage prepaid, in United States Mail, to:

City of Rio Dell
675 Wildwood Ave.
Rio Dell, CA 95562

2.08 Portion Deemed Invalid: Should any portion of this Agreement be voided or made inapplicable, either CITY or CONTRACTOR, within 30 days of such event, will have the right to reopen negotiation for replacement provisions for the portions of this Agreement that are voided or made inapplicable.

Should any condition or provision of this Agreement be judged in a court of law to be void or inapplicable, the integrity of all remaining provisions shall remain valid and shall constitute the basis of the Agreement between CITY and CONTRACTOR.

2.09 Headings: The paragraph headings of this Agreement are not part of the Agreement, but are intended to facilitate reading. The paragraph headings shall have no effect upon the construction or interpretation of any part of the Agreement.

2.10 Continuity: This Agreement shall endure and be binding upon the successors or assigns of both parties, subject to the provisions of section 2.06.

2.11 Future Meetings and Cooperation: As may be required in the future with changes in mandates or needs, by way of example only, meeting new food waste, waste reduction or recycling requirements, the parties will meet at the request of either and work cooperatively to resolve changes in mandates or needs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year first written above, upon which date this Agreement becomes effective.

CITY OF RIO DELL, a Municipal Corporation

By: _____
Mayor of Rio Dell

Eel River Disposal Company, Inc.

By: _____
President

ATTEST:

City Clerk

Attachments (as of 7-1-2015)

- | | |
|-------------|--------------------------------|
| Exhibit A-1 | Fee Component Breakdown |
| Exhibit A | Disposal Rate |
| Exhibit B | Collection Rate |
| Exhibit C | Combined Rate |
| Exhibit D | BLS Data |
| Exhibit E | Per Ton Rate by Container Size |

Exhibit A-1

07/01/15

RIO DELL

ERD FEES	
ERD Labor Cost	\$7.07 75 % of CPI
ERD Operation	\$4.38 75 % of CPI
ERD Scale Maintenance	\$0.77 75 % of CPI
ERD Haul Cost Avoidance	-\$10.71 75 % of CPI
ERD Capital Cost	\$5.88 FIXED FEE
ERD Return on Investment	\$5.69 75 % of CPI
HVMA FEES	
Operations	\$5.87
Indirect Expenses	
Payroll	\$17.21
Capital Expenditures	
Transportation	
Landfill	
Household Hazardous Waste Program	\$6.29
County/City Recycling Programs	\$4.93
Table Bluff Maintenance	\$0.94
County Local Enforcement Agency (LEA)	\$2.66
Cleanup Fees	\$0.57
Cummings Landfill Maintenance Monitoring	\$4.57
County Rural Container Subsidy	\$4.52
Administration	\$1.91
Other Fees (Fortuna Host fee of \$1.15 per ton)	\$1.15
TOTAL	\$113.80

City of Rio Dell

Disposal Rates
EXHIBIT A

113.80 Per Ton
Effective 7-1-15

Bag Service **1 Bag**
Regular \$1.92

Monthly Rate
20-Gallon Can **1 Can**
1xWeekly \$5.19

Monthly Rate				
32-Gallon Can	1 Can	2 Cans	3 Cans	4 Cans
1xWeekly	\$8.31	\$16.61	\$24.92	\$33.22
2XWeekly	\$16.61	\$33.22	\$49.83	\$66.44

Monthly Rate							
Bins No Rental	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
1xWeekly	\$52.43	\$78.64	\$104.86	\$157.28	\$209.71	\$314.57	\$419.42
2xWeekly	\$104.86	\$157.28	\$209.71	\$314.57	\$419.42	\$629.13	\$838.85
3XWeekly	\$157.28	\$235.93	\$314.57	\$471.85	\$629.13	\$943.70	\$1,258.27

City of Rio Dell

Collection Rate
EXHIBIT B

Bold numbers
effective 7-1-15

-0.001

Bag Service 1 Bag
Regular \$4.49

\$4.49

Curbside Recycling \$6.15

\$6.14

Monthly Rate

20-Gallon Can 1 Can
1xWeekly \$15.29

\$15.27

Monthly Rate

32-Gallon Can	1 Can	2 Cans	3 Cans	4 Cans
1xWeekly	\$17.49	\$24.50	\$33.94	\$39.98
2xWeekly	\$30.51	\$46.32	\$65.23	\$77.33

	\$17.47	\$24.48	\$33.91	\$39.94
	\$30.48	\$46.27	\$65.16	\$77.25

Monthly Rate

Bins No Rental	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
1xWeekly	\$29.50	\$44.24	\$59.05	\$88.53	\$118.05	\$177.16	\$236.77
2xWeekly	\$52.65	\$87.91	\$117.35	\$175.93	\$234.91	\$351.95	\$469.30
3xWeekly	\$88.59	\$131.95	\$175.93	\$264.03	\$351.95	\$527.88	\$704.27

	\$29.47	\$44.20	\$58.99	\$88.50	\$117.93	\$176.98	\$236.53
	\$52.60	\$87.82	\$117.23	\$175.75	\$234.63	\$351.60	\$468.83
	\$88.50	\$131.82	\$175.75	\$263.77	\$351.60	\$527.35	\$703.57

Bin Rental

1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
\$19.67	\$22.39	\$25.17	\$30.70	\$36.11	\$47.50	\$55.36
\$19.65	\$22.37	\$25.14	\$30.67	\$36.07	\$47.45	\$55.30

City of Rio Dell

Combined Rate
EXHIBIT C

To be effective 7-1-14

Bag Service **1 Bag**
Regular \$6.40

Curbside Recycling \$6.14


Monthly Rate
20-Gallon Can **1 Can**
1xWeekly \$20.47

Monthly Rate				
32-Gallon Can	1 Can	2 Cans	3 Cans	4 Cans
1xWeekly	\$25.78	\$41.09	\$58.82	\$73.16
2xWeekly	\$47.09	\$79.50	\$115.00	\$143.70

Monthly Rate							
Bins No Rental	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
1xWeekly	\$81.90	\$122.84	\$153.85	\$245.78	\$327.64	\$491.55	\$655.96
2xWeekly	\$157.45	\$245.11	\$326.94	\$490.32	\$654.10	\$980.73	\$1,307.66
3xWeekly	\$245.78	\$367.74	\$490.32	\$735.62	\$980.73	\$1,471.05	\$1,961.83

Bin Rental	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
	\$19.65	\$22.37	\$25.14	\$30.67	\$36.07	\$47.45	\$55.30

Exhibit D

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Databases, Tables & Calculators by Subject

FEATURES 

Change Output Options: From To 

include graphs include annual averages

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Data extracted on: May 27, 2015 (5:17:12 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR000000AA
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982=64=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2005	190.7	191.8	193.3	194.5	194.4	194.5	195.4	196.4	198.5	199.2	197.6	196.8	193.2	197.4
2006	198.3	199.7	199.8	201.5	202.5	202.9	203.9	203.9	202.4	201.6	201.5	201.8	200.6	202.6
2007	202.416	203.499	205.352	206.655	207.949	203.352	203.295	207.917	206.490	203.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.526	214.823	216.632	213.815	210.954	214.016	218.786	216.573	212.425	210.229	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.656	215.693	215.351	213.334	215.969	216.177	216.330	215.549	213.139	215.935
2010	216.687	216.741	217.631	218.099	218.178	217.965	218.011	218.312	218.433	218.711	218.503	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.905	225.964	225.722	225.922	225.545	226.869	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.035	229.815	229.478	229.104	229.379	231.407	231.317	230.221	229.601	228.850	230.336
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.290	237.452	236.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599										

12-Month Percent Change

Series Id: CUUR000000AA
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982=64=100

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Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
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	3.0	3.3
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	3.9	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	2.5	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	4.0	3.4
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.6	2.7	1.3	-4.1
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	2.1	1.2
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.6	3.9	3.5	3.4	3.0	2.3	3.5
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.6	1.7	2.3	1.3
2013	1.6	2.0	1.5	1.1	1.4	1.9	2.0	1.5	1.2	1.6	1.4	1.5	1.9	1.1
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2										

TOOLS

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 Industries at a Glance

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Inspector General (OIG)
 Budget and Performance

EXHIBIT E

SIZE	TON	RATE	Rate/cont	Monthly Rate	Rate w/FF	Monthly Rate w/ff
I#/GAL-202#/YD						
20 Gallon	0.01	\$ 113.80	1.14	4.93	1.20	5.19
32 Gallon	0.015	\$ 113.80	1.82	7.89	1.92	8.31
40 Gallon	0.02	\$ 113.80	2.26	9.35	2.40	10.38
64 Gallon	0.032	\$ 113.80	3.64	15.73	3.83	16.61
1 Cu Yd	0.101	\$ 113.80	11.49	49.31	12.10	52.43
1.5 Cu Yd	0.1515	\$ 113.80	17.24	74.71	18.15	78.64
2 Cu Yd	0.202	\$ 113.80	22.99	99.61	24.20	104.86
3 Cu Yd	0.303	\$ 113.80	34.46	149.42	36.30	157.28
4 Cu Yd	0.404	\$ 113.80	45.98	199.23	48.39	209.71
6 Cu Yd	0.605	\$ 113.80	68.96	298.84	72.59	314.57
8 Cu Yd	0.808	\$ 113.80	91.95	398.45	96.79	419.42

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0004596	3/16/2016	[0576] 101 AUTO PARTS	1/4 X 2 X 46" ALL THREAD T-WAX CAR WASH TWO 14 X 1.5 X 3 TRACTOR BOLTS & LOCK WASHERS TWO WIPER BLADES FOR 2008 FORD F-250 TRUCK TWO WIPER BLADES FOR 2003 FORD F-350 TRUCK	124.84
0004560	3/08/2016	[3108] ACCUFUND, INC.	ANNUAL SOFTWARE SUPPORT 04/01/2016 TO 03/31/2	6,327.50
0004561	3/08/2016	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR 3.12 SOFTWARE PACKAGE	343.42
0004634	3/30/2016	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR USER LICENSES & SYSTEM SOFTWARE DOCSTAR 3.12 SOFTWARE PACKAGE	343.44
0004597	3/16/2016	[5443] AIRGAS USA, LLC	DOCSTAR USER LICENSES & SYSTEM SOFTWARE CYLINDER RENTAL	21.00
0004562	3/08/2016	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPY CHARGES FOR JANUAR MONTHLY MAINTENANCE & COPY CHARGES FOR DECEMB	2,172.94
0004621	3/22/2016	[2224] AQUA BEN CORPORATION	HYDROFLOC 851 275 GAL TOTE	2,982.24
0004635	3/30/2016	[2224] AQUA BEN CORPORATION	TWO - HYDROFLOC 750L 55 GAL DRUM	1,628.46
0004598	3/16/2016	[2225] AQUA SIERRA CONTROLS, INC	SHIPPING & HANDLING TO SEND RIM006 TO DATA FL	37.97
0004563	3/08/2016	[3975] AT&T - 5709	U-VERSE INTERNET SERVICE 1/16/16 TO 2/15/16	56.23
0004599	3/16/2016	[3975] AT&T - 5709	PHONE EXPENSES FOR FEBRUARY 2016	437.23
0004636	3/30/2016	[3975] AT&T - 5709	U-VERSE INTERNET SERVICE..2/16/16 - 3/15/16	74.91
0004622	3/22/2016	[2237] BANK OF AMERICA BUSINESS CARD	COFFEE HOUSE - MEAL TO ATTEND CSMFO CONFERENC REPUBLIC PARKING - PARKING FEE TO ATTEND CSMF STAPLES - CLEAR & BLACK BOOKLET COVERS STATEWIDE TRAFFIC SAFETY & SIGNS - THREE SIX CASES OF 1000 SINGLE PULL BAGS	2,618.26
0004637	3/30/2016	[4893] BOW WOW WASTE PRODUCTS	REIMBURSEMENT FOR CACEO CA MOLD UPDATE CLASS	252.00
0004600	3/16/2016	[4892] KEVIN T CALDWELL	REIMBURSEMENT FOR LODGING TO ATTEND CACEO CAL REGISTRATION FEES FOR TWO MEMBERS TO CRWA 201	207.70
0004601	3/16/2016	[2273] CALIFORNIA RURAL WATER ASSOCIATION	INFRASTRUCTURE PLANNING & FUNDING TRAINING M	850.00
0004633	3/23/2016	[2273] CALIFORNIA RURAL WATER ASSOCIATION	COSTCO - HOT CUPS & PLATES	250.00
0004584	3/08/2016	[5330] CAPITAL ONE COMMERCIAL	COSTCO - 1" BINDER; 1/2" BINDER; PERF WRITING	25.97
0004623	3/22/2016	[5330] CAPITAL ONE COMMERCIAL	COSTCO - PLASTIC SPOONS	42.15
0004638	3/30/2016	[5330] CAPITAL ONE COMMERCIAL	BIRTHDAY CAKE FOR THE MONTH OF MARCH 2016	11.41
0004624	3/22/2016	[2285] CC MARKET (1)	POLICE DISPATCH SERVICES FOR MARCH 2016	30.00
0004602	3/16/2016	[2293] CITY OF FORTUNA	POA DUES FOR PPE 2/19/16	2,075.00
0004565	3/08/2016	[2303] COAST CENTRAL CREDIT UNION		120.00

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0004603	3/16/2016	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 03/04/16	120.00
0004639	3/30/2016	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 3/18/16	120.00
0004566	3/08/2016	[2283] COASTAL BUSINESS SYSTEMS	DOCSTAR MAINTENANCE AGREEMENT 1/25/16 TO 1/25	1,569.00
0004567	3/08/2016	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR MARCH 2016	240.00
0004640	3/30/2016	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR APRIL 2016	240.00
0004604	3/16/2016	[5127] DELTA DENTAL	DENTAL INSURANCE FOR APRIL 2016	2,274.04
0004605	3/16/2016	[2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	BLOOD ALCOHOL ANALYSIS FOR FEBRUARY 2016	70.00
0004625	3/22/2016	[2350] DON'S RENT- ALL, INC.	VACUUM TRAILER RENTAL	483.15
0004568	3/08/2016	[5826] EASTBURN, KEN & JANET	CUSTOMER DEPOSIT REFUND	47.94
0004569	3/08/2016	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR FEBRUARY 2016	503.90
0004626	3/22/2016	[2366] EEL RIVER DISPOSAL INC	METROPOLITAN WELLS SITE PREP & CLEAN UP	1,104.75
0004641	3/30/2016	[2385] EUREKA READYMIX	6.92 TONS CRUSHED ROCK	82.21
0004642	3/30/2016	[2386] EUREKA RUBBER STAMP CO.	TWO NAME PLATES; TWO INFORMATIONAL PLATES	35.39
0004619	3/17/2016	[5177] AUSTIN H EVANS	MEALS PER DIEM TO ATTEND TRAINING IN REDDING	46.00
0004606	3/16/2016	[5352] JOANNE E FARLEY	REIMBURSEMENT FOR MEALS PER DIEM TO ATTEND CS	112.00
0004643	3/30/2016	[2393] FASTENAL COMPANY	TWO SP 29 PIECE DRILL SETS	283.38
0004607	3/16/2016	[5989] FIDELITY NATIONAL TITLE COMPANY	TITLE REPORT FOR APN 205-111-029	400.00
0004570	3/08/2016	[2407] FORBUSCO LUMBER	14 - 2 X 4 X 12 PT LUMBER 2 - 2 X 6 X 12 PT LUMBER; 1 - 2 X 6 X 8 PT LU	205.91
0004571	3/08/2016	[2405] FORTUNA ACE HARDWARE	HOSE DSCHRG 1.25-1.5"X24	14.03
0004572	3/08/2016	[5241] GE CAPITAL	XEROX COPIER PAYMENT FOR MARCH	482.13
0004608	3/16/2016	[5052] GHD, INC	FINAL DESIGN, PLAN, SPECS, BID PERIOD ASSISTA ENGINEERING SERVICES FOR WATER SYSTEM ENGINEERING SERVICES FOR DOWNTOWN STREETSCAPE ENGINEERING SERVICES FOR DRAINAGE ENGINEERING SERVICES FOR TAC MEETINGS & INSTALL SWITCH ASSEMBLY FOR TURN & HAZARD SIG REMOVE MULTIFUNCTION SWITCH AND REPLACE FLASH	11,793.45
0004644	3/30/2016	[4099] HARPER MOTORS	INTERNATIONAL CRITICAL INCIDENT STRESS FOUNDA	585.62
0004627	3/22/2016	[5995] HCFIA	PROFESSIONAL SERVICES FOR BRUSH REMOVAL ON BL	60.00
0004573	3/08/2016	[5932] HIGH ROCK CONSERVATION CAMP	12 - 6' PARKING BUMPERS; 24 - 18" #6 REBAR P	600.00
0004574	3/08/2016	[2447] HILFIKER PIPE CO.	OFFICIAL RECORD DOCUMENT COPIES	469.80
0004645	3/30/2016	[2457] HUMBOLDT COUNTY CLERK-RECORDER	HAZARDOUS MATERIALS FACILITY FEE	34.00
0004628	3/22/2016	[2458] HUMBOLDT COUNTY DIVISION OF ENVIRONMENTAL HEALTH		716.74

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0004575	3/08/2016	[2484] INDEPENDENT BUSINESS FORM	LASER PAPER FOR UTILITY BILLS	715.99
0004576	3/08/2016	[2485] INDUSTRIAL ELECTRIC	THREE - 10A 120VAC 8 PIN RELAY W/LED	410.15
0004646	3/30/2016	[2485] INDUSTRIAL ELECTRIC	THREE SQ.D CONTACT KITS	
0004559	3/03/2016	[5983] J. ANGUS PUBLISHING GROUP	2/3 HP 1460/1750RPM 3PH 182TC	1,518.29
			RETAINER FEE FOR THE "RIO DELL ECONOMIC	500.00
			DEVEL	
0004577	3/08/2016	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR MARCH 2016	15,852.46
0004629	3/22/2016	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR APRIL 2016	15,852.46
0004609	3/16/2016	[2521] LEAGUE OF CALIF. CITIES	DIVISION MEETING 02/26/16	35.00
0004647	3/30/2016	[2546] MERCER FRASER CO., INC.	7.04 TONS ASPHALT CONCRETE	676.69
0004610	3/16/2016	[4908] MITCHELL BRISSE DELANEY & VRIEZE	LEGAL SERVICES FOR FEBRUARY 2016	2,251.08
			LEGAL SERVICES FOR FEBRUARY 2016	
			LEGAL SERVICES FOR FEBRUARY 2016	
			LEGAL SERVICES FOR FEBRUARY 2016	
			LEGAL SERVICES FOR FEBRUARY 2016	
			LEGAL SERVICES FOR FEBRUARY 2016	
0004611	3/16/2016	[2795] NALLEY & ASSOCIATES	PROFESSIONAL SERVICES FOR NEW WATER	302.50
			BILLING S	
0004612	3/16/2016	[2570] NILSEN COMPANY	126 BAGS 40 LB SOLAR ROCK SALT	659.99
0004613	3/16/2016	[2569] NORTH COAST LABORATORIES, INC.	AMMONIA NITROGEN W/O DISTILLATION; NITRATE/NI	319.00
			AMMONIA NITROGEN W/O DISTILLATION;	
			HARDNESS;	
0004630	3/22/2016	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	60.00
0004578	3/08/2016	[2603] PG&E	UTILITY EXPENSES FOR PG&E-OWNED STREET &	496.83
			HIGH	
0004614	3/16/2016	[2603] PG&E	UTILITY EXPENSES FOR FEBRUARY 2016	14,064.01
0004631	3/22/2016	[5434] PG&E CFM/PPC DEPARTMENT	SPECIAL FACILITIES PAYMENT FOR 223 WILDWOOD	250.97
			A	
0004579	3/08/2016	[3343] PITNEY BOWES RESERVE ACCOUNT	POSTAGE PURCHASE FOR RESERVE	400.00
0004632	3/22/2016	[3343] PITNEY BOWES RESERVE ACCOUNT	QUARTERLY LEASING PAYMENT FOR DECEMBER 30,	168.74
			20	
0004648	3/30/2016	[4338] QUILL CORPORATION	ONE CASE DOUBLE WINDOW SELF SEAL	86.30
			ENVELOPES	
			POST-IT TAPE FLAGS; ONE BOX GEL INK PENS	
0004580	3/08/2016	[5222] R.J. RICCIARDI, INC	PROFESSIONAL SERVICES FOR PERIOD ENDING	690.00
			02/28	
0004581	3/08/2016	[4493] REDWOOD GLASS & WINDOWS	REPAIR CLOSURE TO POLICE DEPT DOOR	434.20
0004582	3/08/2016	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	63.00
0004649	3/30/2016	[2657] RIO DELL EMPLOYEES ASSOC	DUES FOR QUARTER ENDING 3/31/16	84.00
0004583	3/08/2016	[2659] RIO DELL PETTY CASH	BROOM & DUST PAN; PROPANE; CLEANING	44.44
			SUPPLIES	
0004615	3/16/2016	[2664] ROGERS MACHINERY INC	REPAIR AIR COMPRESSOR	487.00

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0004584	3/08/2016	[2742] SCOTIA TRUE VALUE HARDWARE	9 X 12 OPEN/CLOSE SIGN	1,070.06
0004616	3/16/2016	[2742] SCOTIA TRUE VALUE HARDWARE	GT 3/4 X 3/4 HOSE CONNECTOR; TWO - GT 3/4 X 3 56 - 50LB EZ ST COLD PATCH GT 2PK BRASS HOSE CAP TWO GT FULL SZ ZINC NOZZLES PLIER OIL FILTER WRENCH; GE 4PK 43W LL HALOGE 3/8-16X3 -1/2 CAP SCREW 4 PK ASSORTED HIGHLIGHTERS	79.81
0004650	3/30/2016	[2742] SCOTIA TRUE VALUE HARDWARE	FOUR - 3/4 X 60' ELECTRICAL TAPE; TWO GAL MUR TWO 1-1/2' X 15' TIEDOWNS THREE VICTOR RAT TRAPS; 6PK LIQUID ANT BAIT/B 165' TRIMMER LINE SIX GE 2PK 40W DAY FLUORESCENT BULBS	259.41
0004617	3/16/2016	[2694] SHELL OIL CO.	3/8 X 50' YELLOW POLY ROPE PD FUEL EXPENSES FOR FEBRUARY 2016 PW FUEL EXPENSES FOR FEBRUARY 2016 ADMIN CAR FUEL EXPENSES FOR FEBRUARY 2016 PD FUEL EXPENSES FOR MARCH 2016 PW FUEL EXPENSES FOR MARCH 2016	1,801.09
0004585	3/08/2016	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE & BOX RETRIEVAL FOR FEBRUARY	101.20
0004586	3/08/2016	[2690] SHERWIN -WILLIAMS CO.	FIVE - 5 GAL HL WB TP 19520 GP; TEN - 5 GAL P	377.34
0004620	3/17/2016	[5294] DANIEL J SMITH	MEALS PER DIEM TO ATTEND TRAINING IN REDDING	46.00
0004587	3/08/2016	[2710] STARPAGE	PAGING SERVICES FOR MARCH 2016	12.95
0004588	3/08/2016	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICE 3/1/16 - 3/31/16 INTERNET SERVICE 3/10/16 TO 4/9/16	385.71
0004651	3/30/2016	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICE 4/1/16 - 4/30/16	260.74
0004589	3/08/2016	[5984] TOP GEAR INC.	72 BICYCLE HELMETS	357.80
0004590	3/08/2016	[5494] SUSAN E TOWNSEND	MILEAGE REIMBURSEMENT FOR COLLEGE OF THE REDW	25.70
0004558	3/01/2016	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	373.56
0004654	3/30/2016	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	377.17
0004591	3/08/2016	[3373] VALLEY LUMBER & MILLWORK	12 SHEETS - 4X10 FRP	616.90
0004592	3/08/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 2/19/16	5,315.91
0004618	3/16/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 03/04/16	5,318.58
0004652	3/30/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 3/18/16	5,324.81
0004593	3/08/2016	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR MARCH 2016	405.89
0004653	3/30/2016	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR APRIL 2016	405.89
0004594	3/08/2016	[2779] WILDWOOD SAW	TWO - STIHL 6 PACK MIX OIL HP FOR 5 GALLON REPAIR FUEL FILTER ON STIHL BR-420; DIAMOND E	194.10

**CITY OF RIO DELL
CHECK REGISTER**

General Checking - US Bank of California


<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0004595	3/08/2016	[5569] BROOKE D E WOODCOX	MILEAGE REIMBURSEMENT FOR SCORE MEETING IN AN	155.52
<i>Total Checks/Deposits</i>				<u>123,415.35</u>


675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: cm@riodellcity.com



CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
April 19, 2016

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager 

FROM: Brooke Woodcox, Finance Director 

DATE: April 19, 2016

SUBJECT: **Discussion Possible Action Authorizing the City Manager to Sign Engagement Letter for R.J. Ricciardi, CPAs to Complete FY 2015-2016 Auditing Services**

RECOMMENDATIONS

Authorize the City Manager to extend the engagement of auditing firm R.J. Ricciardi, CPAs to complete the 2015-2016 Fiscal Year Audit.

BACKGROUND AND DISCUSSION

R.J. Ricciardi, CPA's was selected to complete the City's financial statement audits beginning with fiscal year 2011-2012 and has been engaged as the City's Auditor since then. Last fiscal year staff sent out request for proposal packets (RFPs) for auditing services in order to ensure that audit costs remain competitive. The City did not receive any proposals from the list of auditors on file. In 2014-2015 the contract was then extended with R.J. Ricciardi, CPAs.

Staff recommends that R.J. Ricciardi, CPAs, complete the 2015-2016 financial statement audit. Staff will go through the RFP process once again for auditing services for FY 2016-2017.

FISCAL IMPACT

Current auditing services for FY 2015-2016 are estimated to cost \$20,750 to \$21,750. Additional costs may be incurred at the auditor's normal billing rates.

Attachment: Engagement letter

R. J. RICCIARDI, INC.
CERTIFIED PUBLIC ACCOUNTANTS

April 7, 2016

Ms. Brooke Woodcox
Finance Director
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

Dear Brooke:

We are pleased to confirm our understanding of the services we are to provide City of Rio Dell for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Rio Dell as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Rio Dell's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Rio Dell's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Statements of revenues, expenditures and changes in fund balance – budget and actual – for the general and major special revenue funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of Rio Dell and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our audit of the City of Rio Dell's financial statements. Our report will be addressed to the Members of the City Council of City of Rio Dell. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of Rio Dell is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors, is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements, federal award programs, compliance with laws, regulations, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Rio Dell's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of City of Rio Dell in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the

supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Rio Dell; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of R. J. Ricciardi, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purpose of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of R. J. Ricciardi, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. The parties may intend or decide to distribute the copies or information contained therein to others, including other government agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Michael O'Connor is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our estimated fee, including expenses, will be:

2016	\$15,000-\$16,000 for the audit
	\$4,250 for the preparation of the State Controller's Office Report
	\$1,500 for the Streets Report
	(Total - \$20,750-21,750)

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If additional time is needed for us to assist the City of Rio Dell in the resolution or investigation of accounting errors, discrepancies, or reconciliation issues, assistance in the preparation of schedules, or to reflect in our workpapers corrections to the City of Rio Dell's accounting records made after the start of the engagement, we will perform such additional work at our standard hourly rates indicated below:

Director	\$180
Manager	\$130
Senior accountant	\$115
Staff accountant	\$75

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In addition to the estimated fees noted above, we reserve the right to invoice City of Rio Dell at our standard hourly rates time incurred providing information to successor auditors in compliance with SAS. No. 84. Our invoices and related fees for this service will be payable upon presentation.

We reserve the right to suspend or terminate our work if you have failed to fulfill your responsibilities set forth in this engagement letter, and such failure materially interferes with our work. If our work is suspended or terminated because of your failure to fulfill your responsibilities set forth in this engagement letter, you agree that we will not be responsible for your failure to meet government and other deadlines, for any penalties or interest that may be assessed against you resulting from your failure to meet such deadlines, and for any damages (including consequential damages) incurred as a result of the suspension or termination of our work.

We appreciate the opportunity to be of service to City of Rio Dell, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

R. J. Ricciardi, Inc.

R.J. Ricciardi, Inc.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of City of Rio Dell:

Officer signature: _____

Title: _____


Date: _____

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



For Meeting of: April 19, 2016

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: April 12, 2016

Subject: Discussion of Council Hearing Dates regarding the Medical Marijuana Commercial Land Use Regulations, Section 17.30.195 of the Rio Dell Municipal Code (RDMC).

Recommendation:

That the City Council:

1. Discuss and identify potential dates for the Council's public hearings and deliberations regarding the draft Medical Marijuana Commercial Land Use Regulations.

Background and Discussion

As the Council is aware the Planning Commission has conducted five (5) public hearings regarding potential Medical Marijuana Commercial Land Use Regulations. At the time this report was prepared, it's expected the Planning Commission will conclude their review of the draft regulations at their meeting of April 12, 2016.

Staff hopes to expedite the review process in order to have enough time to prepare and place a tax initiative for the November ballot. Based on the Planning Commission's deliberations, public comments received to date and the Council's interest in the process to date, staff hopes that the recommended hearing schedule below, which we believe is reasonable and attainable, can be achieved.

Proposed Council hearing schedule regarding the proposed Medical Marijuana Commercial Land Use Regulations, Section 17.30.195 of the Rio Dell Municipal Code (RDMC).


- May 3, 2016 Introduction of Ordinance No, 342-2016, brief overview of State Regulations, License Types, discussion of Cultivation types, locations, limits and Performance Standards
- May 10, 2016 Discussion of Extraction Manufacturing and Commercial Kitchens.
- May 17, 2016 Discussion of Testing Labs and Dispensaries, adoption of Ordinance No. 342-2016, Medical Marijuana Commercial Land Use Regulations, Section 17.30.195 of the Rio Dell Municipal Code (RDMC).

Staff is requesting that if you have any questions regarding the proposed Ordinance, please get them to staff at least one week before the scheduled hearing. A copy of the Planning Commission's recommended Ordinance will be distributed to each Council member on or before April 20, 2016.

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



April 19, 2016

TO: Rio Dell City Council
FROM: Kyle Knopp, City Manager 
SUBJECT: Discussion and Possible Action Regarding Measure Z Application

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize full Council signatures on the attached letter.

BACKGROUND AND DISCUSSION

On March 30, 2016 the Measure Z Advisory Committee forwarded recommendations to the County Administrative Office for the consideration of the Board of Supervisors. Those recommendations are attached. The total recommendations made by the committee exceed the available revenue by significant margins; on the "primary list" alone the recommendations exceed total available financing by over \$600,000. Neither of Rio Dell's two requests made it on the primary list. The Board has been forwarded a list they must make reductions to.

Furthermore, the request we made for clerical support in the Police Department was placed in a tertiary category, below the Community Service Officer request.

Therefore, staff has drafted a letter that would advocate for continuance of the funding for part time clerical support position while withdrawing the application for the Community Services Officer position. It is hoped that this strategy will be successful and larger requests for Measure Z funding can be requested next year.

///

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: cm@riodellcity.com



April 19, 2016

Humboldt County Board of Supervisors
825 5th Street, Room 111
Eureka, CA 95501

DRAFT

Honorable Members of the Board of Supervisors,

Last year the City of Rio Dell was honored to be a recipient of Measure Z funds dedicated to clerical support in our Police Department. The Board made \$35,569 available to the city to help answer public safety phone calls, enforce nuisance complaints and assist our officers with time-consuming paperwork. This clerical position has helped keep our officer's out in the field where they belong and the benefit for this community and the County has been tremendous. Thank you for your support.

Because of this support, by the end of the fiscal year we project that over 100 nuisance complaints will be appropriately dealt with. These complaints involve drug activity, property tampering, abandoned vehicles and blight issues associated with garbage and dangerous situations. Countless hours of officer time have been saved and service levels have improved for victims of crime.

We call upon you again in this new year to help us create a vision of a safer community and would appreciate your support. Following the March 30, 2016 meeting of the Measure Z Advisory Committee, the Committee forwarded recommendations to your administrative office that placed our part-time clerical support position as a third priority amongst a list that exceeds the funds available to distribute. If you follow the Measure Z Advisory Committee's recommendations, our part-time clerical position would almost certainly be de-funded. We ask that you make an exception in this case and continue to fund the Police Department's part-time clerical position.

We understand the difficult choices you have to make. The many needs throughout the county exceed the available revenue. Therefore we withdraw our request for a Community Services Officer (CSO) position that we added to this year's request, and respectfully ask that you prioritize the continued funding of our part-time clerical support position at \$33,649. We believe this request is measured and responsible considering Measure Z revenues generated in Rio Dell total approximately \$80,000.

Thank you for your consideration of this request,

Frank Wilson
Mayor

Gordon Johnson
Vice Mayor

Jack Thompson
Councilmember

Debra Garnes
Councilmember

Tim Marks
Councilmember

JONATHAN FLYER, Vice Chair – First District
SHON WELLBORN, Second District
GINGER CAMPBELL, Third District
MIKE NEWMAN, Chair – Fourth District
HELEN EDWARDS, Fifth District



LORA CANZONERI, At-Large
ADAM JAGER, At-Large
BRIAN ANDERSON, Fire Chiefs Assoc.
MIKE DOWNEY, Sheriff's Department
JOHN MC FARLAND, Alternate
GLENN ZIEMER, Alternate

Recommendations for Measure Z Expenditures

The Citizens' Advisory Committee on Measure Z Expenditures has been tasked with assisting the Board of Supervisors in taking public input on the expenditure of funds derived from the county-wide local sales tax imposed pursuant to Measure Z. Forty-three applications for funding were received from various County departments and outside agencies. Six meetings have been held, including one public hearing, to examine the various proposals received and weigh the value of each. We have been asked to make recommendations as to the proposals that should be funded, given the projected amount of revenue expected to be derived from the county-wide local sales tax.

All applications were reviewed and considered. The Committee sorted the applications into "must," "need," and "nice" categories. After receiving extensive public input and holding lengthy discussions, the Committee developed two lists for the Board's consideration. The first list is primarily from the "must" category. The secondary list is for consideration during the mid-year budget review. Those applicant funds that will not or cannot be expended during the fiscal year should be reallocated at that time per the secondary listing below.

The following recommendations are submitted to be included as part of the annual budget process to allocate \$1,230,000 available for one-time expenses and \$4,701,948 available for a combination of one-time and ongoing expenses. The committee understands that these recommendation are greater than the total funds available for allocation and that adjustments will be required to present a balanced proposed budget:

Primary List:

Organization (Alphabetical)	Funding Project	Recommended Allocations (All One-time except those specified)
Area 1 Agency on Aging	Ombudsman	10,452
City of Arcata/HCSO	Student Resource Officer and JV Probation Diversion	428,937
City of Eureka Police Department	MIST	459,140
City of Fortuna Police Department	DTF Officer	180,665

JONATHAN FLYER, Vice Chair – First District
SHON WELLBORN, Second District
GINGER CAMPBELL, Third District
MIKE NEWMAN, Chair – Fourth District
HELEN EDWARDS, Fifth District



LORA CANZONERI, At-Large
ADAM JAGER, At-Large
BRIAN ANDERSON, Fire Chiefs Assoc.
MIKE DOWNEY, Sheriff's Department
JOHN MC FARLAND, Alternate
GLENN ZIEMER, Alternate

City of Trinidad	Deputy	75,317
HC District Attorney	Vehicle	26,588
HC Fire Chief's Association	Equipment, dispatch and planning	2,231,397
HC Public Defender	Alternate request for staff and elimination of AC Office	43,346 (Ongoing)
HC Public Works	Illegal dumping	10,000
HC Public Works	Road Resurfacing	1,500,000
HC Sheriff's Office	Staff and AC Vehicle	1,261,316
		(408,274 one-time/853,042 ongoing)
Hoop Valley Tribe/K'ima:w	Ambulance Services	324,408
HWMA	Illegal dumping	40,000

Total Recommended Funding **\$ 6,591,566**

Secondary List:

Organization	Funding Project	Recommended Allocations (All One-time)
HC Public Works*	Road Resurfacing	1,000,000
City of Blue Lake**	Part-time Deputy Sheriff	77,250
City of Ferndale Police Dept**	Radio repeater and patrol vehicle repeater	35,308
City of Rio Dell Police Dept**	Clerical Support	33,649
City of Trinidad**	Deputy	75,317
City of Rio Dell	Community Service Officer	73,325
HC CAO IT	Enhanced technology	157,000
HC County Counsel	Code Enforcement	40,000
HC Public Works Aviation	TSA Mandate	140,000
Yurok Tribe Department of Public Safety	Upriver volunteer fire	215,000

*First priority to remainder of Public Works Roads application

**Second priority to remaining Law Enforcement applications

JONATHAN FLYER, Vice Chair – First District
SHON WELLBORN, Second District
GINGER CAMPBELL, Third District
MIKE NEWMAN, Chair – Fourth District
HELEN EDWARDS, Fifth District



LORA CANZONERI, At-Large
ADAM JAGER, At-Large
BRIAN ANDERSON, Fire Chiefs Assoc.
MIKE DOWNEY, Sheriff's Department
JOHN MC FARLAND, Alternate
GLENN ZIEMER, Alternate

The Committee is honored to have been selected and has enjoyed serving. We respectfully request that we be invited to assist at the mid-year budget evaluation. We look forward to our work in the coming years and will be available to answer any questions that you may have.

Respectfully,


Mike Newman, Chair
Citizens' Advisory Committee on Measure Z Expenditures


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



For Meeting of: April 19, 2016

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: April 12, 2016

Subject: Adoption of Ordinance No. 344-2016 establishing an Alternate Planning Commissioner and annually appointing a Chairperson and Vice Chairperson.

Recommendation:

That the City Council:

1. Receive staff's report establishing an Alternate Planning Commissioner and annually appointing a Chairperson and Vice Chairperson; and
2. Open the public hearing, receive public input and deliberate; and
3. Adopt Ordinance No. 344-2016 amending Section 2.60.020(1) of the Rio Dell Municipal Code to establish an Alternate Planning Commissioner position and amending Section 2.60.030(3) of the Rio Dell Municipal Code to annually appoint a Chairperson and Vice Chairperson; and
4. Direct the City Clerk, within 15 days after adoption of the Ordinance, to post an adoption summary of the Ordinance with the names of those City Council members voting for or against, or otherwise voting in at least three (3) public places and to post in the office of the City Clerk a certified copy of the full text of the adopted Ordinance pursuant to Section 36933(a) of the California Government Code.

Background and Discussion

At your meeting of April 5, 2016 staff introduced Ordinance No. 344-2016 amending Section 2.60.020(1) of the Rio Dell Municipal Code to establish an Alternate Planning Commissioner position and amending Section 2.60.030(3) of the Rio Dell Municipal Code to annually appoint a Chairperson and Vice Chairperson.

There was no discussion regarding the proposed amendment. As such no revisions or changes were recommended by the Council or the public. Therefore, staff is recommending that the Council:

1. Adopt Ordinance No. 344-2016 amending Section 2.60.020(1) of the Rio Dell Municipal Code to establish an Alternate Planning Commissioner position and amending Section 2.60.030(3) of the Rio Dell Municipal Code to annually appoint a Chairperson and Vice Chairperson; and
2. Direct the Clerk of the Board to post the Ordinance adoption summary.

Attachments

Attachment 1: Ordinance No. 344-2016 amending Section 2.60.020(1) of the Rio Dell Municipal Code to establish an Alternate Planning Commissioner position and amending Section 2.60.030(3) of the Rio Dell Municipal Code to annually appoint a Chairperson and Vice Chairperson.

Attachment 2: Post Adoption Summary

ORDINANCE NO. 344-2016



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING SECTION 2.60.020(1) OF THE RIO DELL MUNICIPAL CODE TO
ESTABLISH AN ALTERNATE PLANNING COMMISSIONER POSITION AND
AMENDING SECTION 2.60.030(3) OF THE RIO DELL MUNICIPAL CODE TO
ANNUALLY APPOINT A CHAIRPERSON AND VICE CHAIRPERSON**

THE CITY COUNCIL OF THE CITY OF RIO DELL ORDAINS AS FOLLOWS:

WHEREAS at the City Council February 16, 2016 regular meeting, the Council approved the reappointment of Planning Commissioners Angeloff, Long and Leonard; and

WHEREAS Commissioner Leonard recently resigned and former Council Member Melissa Marks was appointed in his place; and

WHEREAS during the discussion of the reappointments of Commissioners Angeloff, Long and Leonard, Mayor Pro Tem Johnson presented the idea of establishing an alternate position on the Planning Commission due to frequent absenteeism by one or more of the Commissioners over the past year; and

WHEREAS the City Clerk was directed to research the government code and contact other jurisdictions regarding appointment of alternates on Planning Commissions; and

WHEREAS staff researched the membership and terms of planning commissions with nine (9) other jurisdictions including Fortuna, Eureka, Arcata, Blue Lane, Ferndale, Crescent City, Ft. Bragg, Willits and Redding and among those jurisdictions, the City of Fortuna was the only jurisdiction whose membership includes an alternate position; and

WHEREAS the alternate has all of the powers and duties of a regular commissioner except his/her right to vote is limited to when they are seated as an acting commissioner in the absence of one of the regular commissioners; and

WHEREAS the alternate attends the regular and special meetings of the commission and reviews the staff reports and documents and otherwise prepares for meetings like regular members.

WHEREAS when a permanent vacancy is created on the commission, the alternate then fills that vacancy as a regular member for the remainder of that commissioner's term of office and the City Council appoints a new alternate; and

WHEREAS in reviewing the Planning Commission provisions of the Municipal Code, Chapter 2.60, staff discovered that there are no provisions regarding the timing of the appointment of the Chairperson and Vice Chairperson; and

WHEREAS staff also discovered language regarding the appointment of a secretary to the Planning Commission; and

WHEREAS the City Clerk actually serves as the secretary; and

WHEREAS the proposed amendments are not considered projects pursuant to the California Environmental Quality Act (CEQA); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Rio Dell does hereby ordain as follows:

Section 1. Section 2.60.020(1), Planning Commission Membership, of the Rio Dell Municipal Code is hereby amended as follows:

2.60.020 Membership.

(1) Membership. The Rio Dell Planning Commission, appointed by the City Council, consists of five members and one alternate member who are residents of the City, who are not City officials or employees, and who shall be voting members. The alternate has all of the powers and duties of a regular commissioner except his/her right to vote is limited to when they are seated as an acting commissioner in the absence of one of the regular commissioners. The alternate attends the regular and special meetings of the commission and reviews the staff reports and documents and otherwise prepares for meetings like regular members. When a permanent vacancy is created on the commission, the alternate then fills that vacancy as a regular member for the remainder of that commissioner's term of office and the City Council appoints a new alternate. In addition, the City Council may appoint one ex officio member of the City Council and one ex officio member who is a City official or employee. Both ex officio members shall be nonvoting members. Ex officio members shall serve as the liaison(s) to the City Council and City staff. Ex officio member terms shall correspond to their official tenure, unless otherwise appointed by the City Council.

Section 2. Section 2.60.030(3), Planning Commission Powers, Duties and Procedures, of the Rio Dell Municipal Code is hereby amended as follows:

2.60.030 Powers, duties and procedures.

(3) The Commission shall elect a chairperson and vice chairperson from among the appointed voting members at their first meeting in January of each year or as soon thereafter. ~~and shall appoint a secretary who need not be a member of the Commission.~~

Section 3. Severability

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 4. Limitation of Actions

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 5. Effective Date

This ordinance becomes effective thirty (30) days after the date of its approval and adoption.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on April 5, 2016 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the April 19, 2016 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 344-2016 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the April 19, 2016.

Karen Dunham, City Clerk, City of Rio Dell

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



Public Notice
City of Rio Dell City Council
SUMMARY FOR POSTING AFTER ADOPTION OF ORDINANCE

(The summary shall be published or posted within 15 calendar days after the adoption of the ordinance)

Summary

On **Tuesday, April 19, 2016 at 6:30 p.m.**, the Rio Dell City Council held a public hearing in the City Council Chamber at City Hall and approved and adopted Ordinance No. 344-2016 amending Section 2.60.020(1) of the Rio Dell Municipal Code to establish an Alternate Planning Commissioner position and amending Section 2.60.030(3) of the Rio Dell Municipal Code to annually appoint a Chairperson and Vice Chairperson.

Section 36933(a) of the California Government Code requires that the City Clerk, to post a summary of the Ordinance within 15 days of adoption with the names of those City Council members voting for or against, or otherwise voting in at least three (3) public places and to post in the office of the City Clerk a certified copy of the full text of the adopted Ordinance. Said Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the April 19, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

A certified copy of the full text of the Ordinance is posted in the office of the City Clerk at 675 Wildwood Avenue in Rio Dell. General questions regarding the Ordinance and the process should be directed to Kevin Caldwell, Community Development Director, (707) 764-3532.

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



April 19, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Regarding Water Rates for Recreational Vehicle (RV) Spaces with Related Adoption of Resolution 1293-2016 Making Adjustments for RV Spaces.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Adopt Resolution 1293-2016.

BACKGROUND AND DISCUSSION

On March 15, 2016 the Council discussed an agenda item regarding water rates at the local Mobile Home Parks and RV Parks. Staff agreed to meet with representatives of these parks and return to the Council.

On December 1, 2015 water rates were amended via Resolution No. 1281-2015 which eliminated water adjustments for RV Park spaces. Past records of RV/mobile home adjustments go back to at least the year 2000, however, the most recent series of RV Park adjustments date back to October 18, 2005 and Resolution No. 907 which provided a base charge of 65 percent of the normal base charge to RV spaces. At that point in time, differentiation was made between mobile homes and RV spaces, with Mobile Homes provided no adjustment. This method continued until December 31, 2015 and was last ratified by the Council on February 18, 2014 via Resolution 1217-2014.

A basis exists for water charges to be adjusted for RV Park spaces under the present structure. RV Parks and/or RV spaces are fundamentally different from other users in that occupants are transient in nature and total water use per space remains below the average user consistently. This is similar to the "Dinsmore Zone" where a specific service area has its own unique set of storage, piping and pumping that adds additional cost specific to serving that community. In the case of the Dinsmore Zone, an additional surcharge was warranted. In the case of the RV Park the continuation of the past practice of an adjustment is justified.

Under Proposition 218, the 218 process is only required if rates are raised. Under the attached Resolution 1293-2016 no rates are raised. The adjustment will cause a slightly reduced revenue level into the water system totaling approximately \$6,500 through 2016, or \$53,000 over the next

5-years. No rates would be raised beyond what has already been authorized through Resolution 1281-2015.

Staff has included the proposed Resolution 1293-2016 to expedite the implementation of an RV space rate adjustment. Fees cannot be retroactively refunded. The resolution adds Section 6A to the December resolution, and clarifies some key points. Changes to prior resolutions include clarification that unoccupied RV spaces are not eligible for a base rate waiver and elimination of a self-reporting clause that allowed customers to self-identify the number of RV spaces available during a given month.

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RESOLUTION 1293-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING RESOLUTION 1281-2015 AND RESTATING WATER FEES AND CHARGES FOR WATER CUSTOMERS PURSUANT TO ORDINANCE 13.05

WHEREAS, The City of Rio Dell is authorized by the California Constitution and California Government Code Section 33013 to impose fees to cover expenses for the services it provides; and

WHEREAS, the City Council of Rio Dell did on November 7, 2000 adopt Water Ordinance No. 241 (RDMC Chapter 13.10) that allows for all rates, charges, fees, and penalties contained in the ordinance to be modified by resolution of the City Council of the City of Rio Dell to provide for future charges; and

WHEREAS, the City Council of Rio Dell did on May 21, 2002 adopt Ordinance No. 243-2002, amending Water Ordinance No. 241, allowing for monthly bills to be calculated as set forth by resolution duly adopted by the City Council of the City of Rio Dell; and

WHEREAS, the City Council of Rio Dell did on August 7, 2012 adopt Resolution 1168-2012 establishing water rates, charges and fees pursuant to provisions of the Rio Dell Municipal Code Chapter 13.05; and

WHEREAS, the City Council of Rio Dell did on February 18, 2014 adopt Resolution 1217-2014 restating water rates, charges, and fees pursuant to provisions of the Rio Dell Municipal Code Chapter 13.05; and

WHEREAS, the City Council of Rio Dell did on December 1, 2015 adopt Resolution 1281-2015 establishing water rates, charges, and fees pursuant to provisions of the Rio Dell Municipal Code Chapter 13.05.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rio Dell that this Resolution restates, amends and continues the water service rates and charges for residential, commercial, and institutional customers established pursuant to Resolution 1281-2015 and affirms that all rates, charges, and fees thereunder shall remain levied and assessed except for the following limited reduction stated in Section 6.A. of this Resolution 1293-2016, which shall take effect on and after April 18, 2016.

SECTION 1. Amendment to Resolution 1281-2015

Resolution 1281-2015 is hereby amended as follows: a Section 6.A. shall be added as stated below, and Resolution 1281-2015 shall hereinafter be read and interpreted as if Section 6.A. exists and is stated therein:

SECTION 6A. BASE RATE REDUCTION FOR ALL RECREATIONAL VEHICLE (R.V.) PARKS AND MOBILEHOME PARKS WITH SIGNIFICANT SPACE COMMITTED TO R.V. PARKING:

Eligibility for R.V. Park and Mobilehome Park with significant R.V. Space base rate reduction will be based on the following conditions and terms:

1. Mobilehome spaces are calculated as residential units, and no base rate reduction is allowed.
2. Significant R.V. space is defined as being at least 20% of total spaces in the facility.
3. Base Rate for dedicated individual R.V. spaces is 65% of the Base Rate depicted in SECTION 6 of Resolution 1281-2015.
4. To qualify for Base Rate adjustment, total R.V. Park and Mobilehome Park with significant R.V. Space water consumption must have averaged less than 90% of the average residential water consumption to maintain eligibility for this rate.
5. There is no Base Rate waiver for unoccupied spaces.

EXAMPLE: Assuming a 40-space Mobile Home & R.V. Park (with 20 mobile homes and 20 R.V. Spaces) with water usage metered at 100 units:

2016 Base Rate (\$40.06) for the 40 spaces:	\$1,602.4
Less R.V. Space Adjustment: (20 RV Spaces) x (\$40.06 2016 Base Rate) x (.35 R.V. Space Adjustment)	\$(280.42)
Volumetric Water Charge: (100 Units at \$2.61 per unit)	<u>\$261.00</u>
Total monthly charge	\$1,582.98

SECTION 2. Continuation of Resolution 1281-2015

Effect for the limited amendment created by this Resolution 1293-2016, Resolution 1281-2015 shall continue in full force and effect.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Rio Dell in the County of Humboldt, State of California, on 19th day of April, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify that the above and foregoing to be a full, true and correct copy of Resolution 1293-2016 adopted by the City of Rio Dell on the 19th day of April, 2016.

Karen Dunham, City Clerk, City of Rio Dell