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RUTH A. JOHNSON
(raj@dunmartinek.com)

JUDITH A. WYLAND
(jaw@dunmartinek.com)

August 31, 2011

Steve and Sharon Wolff
3 Painter St.
Rio Dell, CA 95562

Re: Public Records Act Request

Dear Mr. and Mrs. Wolff:

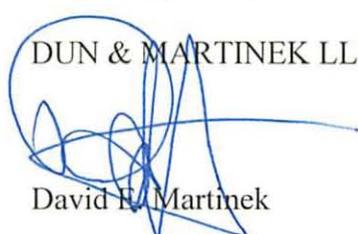
In taking a fresh examination of the extensive correspondence that we have exchanged, enclosed please find the following:

1. Documents pertaining to a matter concerning Mr. Joe Enes;
2. Documents pertaining to Joel Mintz;
3. Documents with respect to your claim against the City;
4. Documents pertaining to a settlement with Ralph Roberts;
5. Documents pertaining to Mike Yordy; and
6. Documents with respect to Ted Ostrow.

Based on statements in my prior correspondence to you, we have no other pertinent documents.

Very truly yours,

DUN & MARTINEK LLP


David E. Martinek

DEM/rj

Enc.

MARCH 8, 2005 MINUTES

Page 3

the time the subdivision went in had the developer and the property owner been able to negotiate agreeable terms.

Motion was made by Leonard/Woodall to continue the matter to the next regular meeting on March 15, 2005. Motion carried 3-1; Councilmember Barsanti abstained.

Adopt Resolution of Necessity to Acquire Real Property by Eminent Domain for Douglas St. Water Tank Site

City Manager Naffah stated this relates to the DWR \$5 Million Infrastructure and Rehabilitation Grant which includes the replacement of the City's water storage tanks. After extensive research, the City determined the most suitable site for one of the tanks was next to the existing storage tank on Douglas St. He said the law requires a hearing of necessity for acquisition of land by eminent domain.

Steve McHaney and Alex Culick from Winzler & Kelly were present to review the project and answer questions.

Steve began by outlining 5 key points of the project which included: 1) why the City is doing this project; 2) the process for determining a new tank site; 3) how the project will be funded; 4) the Environmental Process; and 5) the safety of the tank site.

In summary he said the City's water has improved with the new water system however the water distribution lines are old and full of manganese; more water storage capacity is necessary for adequate fire protection; certain criteria must be met when siting the area for a new tank site such as elevation and land stability; and the cost benefit analysis was a factor when determining grant eligibility.

Steve said that when designing the project, they looked at the characteristics of the site for infrastructure. The Painter St. tank site was found to be unstable, whereas the Douglas St. site fit the characteristics for infrastructure and was found to be geologically stable and more cost effective due to pipeline and electricity already being on site.

Alex Culick continued discussion regarding the specifics and precise location of the tank and land negotiations. He explained the land needed for the tank was approximately 2/10 of an acre and that the appraisal was based on a pro-rated value of the 17 acre parcel. Several meetings were held with the property owner (Joe Enes) to negotiate an agreement for the purchase of the land but no agreement could be reached. As a result, the City began steps necessary to acquire the property under Eminent Domain procedures under the California Government Code.

Alex then reviewed the timeline for the project stating they anticipated the bids to go out in the middle of March, the award of the bid in April, construction to begin in May, with completion of the project in November.

Joe Enes said he was opposed to the City taking his property and felt the appraisal was too low.

Residents living in the vicinity of Douglas St. expressed concerns about the impacts on property values because of the location of the tank; unsightly views from their back yards; safety issues in the event of an earthquake; and drainage. Steve stated the new tank would be storing clean drinking water and providing additional fire protection which should increase property values. He also noted the tank would be constructed of glass fused steel, dark green in color and would never rust or need to be re-coated.

Tom Herman, Attorney for Joe Enes stated the property owner does not want the water tank on his property therefore the City must exercise powers of eminent domain and must pay fair market price for the property. He said the appraised amount of \$9,700 was not fair market value and felt that with the infrastructure in place, the property should be worth \$150,000. With improvements costing \$50,000 the purchase price should be around \$100,000. He indicated that the property owner would resist if a reasonable offer is not made.

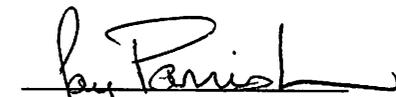
City Attorney Martinek stated that whereas he advised the City Council to pass the Resolution of Necessity, he would encourage both parties to keep the lines of communication open and try to agree on a fair market value.

Attorney Martinek then read the Resolution in it's entirety for the record.

Motion was made by Leonard/Dunker to adopt Resolution No. 890-2005 *Resolution of Necessity Under CCP 1245.030 For Acquisition of Land for a Water Tank*. Motion carried 4-1; Councilmember Barsanti voting against the action.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 8:40 P.M. to the March 15, 2005 regular meeting.


Jay Parrish, Mayor

ATTEST:


Karen Dunham, Clerk

CITY OF RIO DELL

RESOLUTION NO. 890-2005

RESOLUTION OF NECESSITY UNDER CCP §1245.030

FOR ACQUISITION OF LAND FOR WATER TANK

The City of Rio Dell hereby resolves as follows:

1. That this Resolution is a resolution of necessity, in accordance with CCP § 1245.030 relating to the within-described public improvement project;
2. That it is hereby determined that it is necessary for the City of Rio Dell to acquire property in the City of Rio Dell for the public purpose of constructing a water tank;
3. That it is also necessary, in the furtherance of the above-stated public purpose, for the City of Rio Dell to acquire the fee title to the real estate located in the City of Rio Dell, Humboldt County, California, more specifically described on attached Exhibit "1" consisting of a legal description and map.
4. That the City of Rio Dell will acquire, by condemnation if necessary, the above-described interest in the above-described real estate from the record owners thereof, who presently are Joe Enes and Linda Nelson, and from any and all persons or entities who may have a record interest in said real estate.

That the herein Resolution was passed and adopted by the City Council of the City of Rio Dell this 8th day of March, 2005, by the following vote:

Ayes: Mayor Parrish, Councilmembers Leonard, Dunker, & Woodall
Nays: Councilmember Barsanti
Abstain: None
Absent: None

CITY OF RIO DELL


Jay Parrish, Mayor

This is to certify that this is a true and accurate copy of Resolution #890-2005, which was adopted by the City Council of the City of Rio Dell on March 8, 2005.


Eli Naffah, City Clerk

COPY

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered into by and between Joe Enes and Linda Nelson (collectively "Releasor"), and City of Rio Dell ("Releasee").

In full and complete settlement of the case known as The City of Rio Dell v. Joe Enes, et al. (Humboldt County Superior Court Case No. DR 050143) the parties agree as follows:

1. Releasor, in consideration of \$70,000.00 paid to Releasor by Releasee, hereby transfers and releases to Rio Dell the real property set forth in that Order for Possession dated April 5, 2005, and Stipulation for Substitution of Legal Description and Order Thereon dated July 29, 2005, copies of which are attached hereto as Exhibit "A" and incorporated herein by this reference. Releasor agrees to execute such documents as may be necessary in the future to further effectuate this transfer.

2. Each party bears its own costs and attorneys' fees.

3. Releasor hereby releases the City of Rio Dell and its employees and contractors from any and all liability arising out of or relating to Rio Dell's purchase, use, installation, placement on site, access, or maintenance of the water tank.

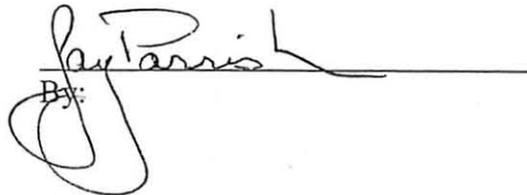
4. Releasor understands and accepts the operation of Civil Code Section 1542 which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor"

The parties agree that the parties shall have the full and complete benefit of Civil Code Section 1542.

Dated: JAN 24, 2006

The City of Rio Dell

By: 

Dated: 1-20-06, 2006



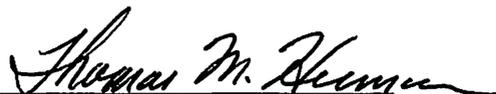
Joe Enes

Dated: 01/20/06, 2006



Linda Nelson

Approved as to form:



Thomas Herman

David E. Martinek

EXHIBIT "A"

FILED

APR 05 2005

KATHY S

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

1 David E. Martinek, SBN 107503
2 Dun & Martinek LLP
2313 I Street (zip-95501)
3 P.O. Box 1266
Eureka, CA 95502
4 Telephone: (707) 442-3791
Facsimile: (707) 442-9251

5 Attorney for THE CITY OF RIO DELL

6
7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF HUMBOLDT
9

10 THE CITY OF RIO DELL, a California general)
11 law city,)

Case No.: DR050143

12 Plaintiff,)

ORDER FOR POSSESSION

13 vs.)
14)

15 JOE ENES; LINDA NELSON; SIMPSON.)
16 REDWOOD COMPANY, a Washington)
17 corporation; EUREKA TITLE COMPANY; and)
DOES 1 through 50, inclusive,)

18 Defendants.)
19)

20 IT APPEARING and the Court determining that plaintiff is entitled to acquire the following
21 property by eminent domain and to take possession thereof;
22

23 ALL THAT REAL PROPERTY SITUATED IN THE CITY OF RIO DELL,
24 COUNTY OF HUMBOLDT, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:
25

26 PARCEL ONE

27 BEGINNING at the Northwest corner of Lot 15 in Sequoia Heights Tract,
28 according to the map thereof filed May 10, 1943, in Book 12 of Maps, pages 16 and
17, Humboldt County Records;

1 and running thence South 89 degrees 52 minutes West 1027.64 feet to the
2 quarter section line running North and South, through the center of Section 6,
3 Township 1 North, Range 1 East, Humboldt Meridian;

4 thence South 52 minutes East along the quarter section line, 707.55 feet to the
5 Northwest corner of the parcel of land conveyed to Charles O. Pedrotti and wife, by
6 Deed dated October 31, 1942 and recorded in Book 258 of Deeds, page 156,
7 Humboldt County Records;

8 thence North 88 degrees 07 minutes East along the North line of said Pedrotti
9 parcel, 1005 feet to the Northeast corner thereof;

10 thence continuing North 88 degrees 07 minutes East, 100 feet, more or less, to
11 the West line of Lot 5 of said Sequoia Heights Tract;

12 thence North 23 degrees 14 minutes West along the Westerly line of Lots 5, 6
13 and 7 of said Sequoia Heights Tract, 147.27 feet, more or less, to the Northwest corner
14 of said Lot 7 of said Sequoia Heights Tract;

15 and thence North 3 degrees 20 minutes West along the West line of Lots 8 to
16 15, inclusive, of said Sequoia Heights Tract, 542.16 feet to the point of beginning.

17
18 EXCEPTING THEREFROM, a parcel of ground in the Southeast Quarter of
19 Section 6, Township 1 North, Range 1 East, Humboldt Meridian, conveyed to the City
20 of Rio Dell, by Deed from Melburn R. Beuter and wife, recorded November 29, 1978,
21 in Book 1531 of Official Records, at page 285, described as follows:

22 BEGINNING at a point which is South 48 degrees 04 minutes 21 seconds West,
23 263.10 feet from the Southwest corner of Lot 12 of Block 23 as shown on the map of
24 the First Addition to New Rio Dell Tract, recorded in Book 11 of Maps, page 79,
25 Humboldt County Records;

26 thence South 37 degrees 28 minutes 51 seconds West, 130.0 feet;

27 thence North 52 degrees 31 minutes 09 seconds West, 130.0 feet;

28 thence North 37 degrees 28 minutes 51 seconds East, 130.0 feet;

thence South 52 degrees 31 minutes 09 seconds East, 130.0 feet to the point of
beginning.

PARCEL TWO

Lots 6 and 7 of Sequoia Heights, according to the map thereof filed in the
Recorder's Office of Humboldt County, California, on May 10, 1943, in Book 12 of
Maps, pages 16 and 17.

EXCEPTING THEREFROM that portion thereof which lies within Parcel 1 as
shown on Parcel Map No. 2171 on file in the office of the County Recorder of
Humboldt County, California, in Book 19 of Parcel Maps, pages 42 and 43.

PARCEL THREE

BEGINNING at a point on the quarter-section line running North and South through
the center of Section 6, Township 1 North, Range 1 East, Humboldt Meridian, distant

1 thereon 25 chains (1650 feet) North from the quarter-section post on the South line of
2 Section 6;

3 and running thence North along the quarter-section line 1.75 chains (115.50
4 feet);

5 thence West 6.50 chains (429 feet);

6 thence South 1.75 chains (115.50 feet);

7 and thence East 6.50 chains (429 feet) more or less, to the point of beginning.

8 AND IT FURTHER APPEARING and the Court determining that plaintiff has deposited the
9 probable just compensation to be awarded herein in the State Treasury pursuant to Code of Civil
10 Procedure section 1255.010;

11 IT IS ORDERED that plaintiff is authorized and empowered to take possession and use of said
12 property, and to remove therefrom any and all persons, obstacles, improvements, or structures of every
13 kind or nature thereon situated as of three days following service on Defendant Joe Enes.

14 DATED: 4-4-05

15 J. MICHAEL BROWN

16 JUDGE OF THE SUPERIOR COURT
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1 David E. Martinek, SBN 107503
2 Dun & Martinek LLP
2313 I Street (zip-95501)
3 P.O. Box 1266
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4 Telephone: (707) 442-3791
Facsimile: (707) 442-9251

FILED

JUL 20 2005
DONNA W.
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

5 Attorney for THE CITY OF RIO DELL
6

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF HUMBOLDT

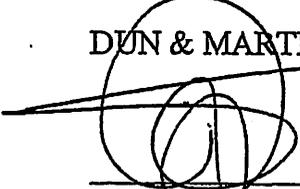
10
11 THE CITY OF RIO DELL, a California general)
12 law city,)
13 Plaintiff,)
14 vs.)
15 JOE ENES; LINDA NELSON; SIMPSON)
16 REDWOOD COMPANY, a Washington)
17 corporation; EUREKA TITLE COMPANY; and)
18 DOES 1 through 50, inclusive,)
Defendants.)

Case No.: DR050143

STIPULATION FOR SUBSTITUTION OF
LEGAL DESCRIPTION; AND ORDER
THEREON

19
20
21
22 The parties hereby stipulate to substitute the Legal Description in the Complaint and Order for
23 Possession with the Legal Description attached hereto as Exhibit "A."

24
25 Dated: July 20, 2005

DUN & MARTINEK LLP

David E. Martinek, attorney for
THE CITY OF RIO DELL

1 Dated: July 26, 2005

BARNUM & HERMAN

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Thomas M. Herman
Thomas M. Herman, attorney for
JOE ENES

IT IS SO ORDERED.

Dated: JUL 28 2005

J. MICHAEL BROWN
JUDGE OF THE SUPERIOR COURT

EXHIBIT "A"

(Tank Site Expansion)

That real property situated in the Southeast Quarter of Section 6, Township 1 North, Range 1 East, Humboldt Meridian, City of Rio Dell, County of Humboldt, State of California, described as follows:

BEGINNING at a point which is South 48 degrees 04 minutes 21 seconds West 263.10, feet from the Southwest corner of Lot 12 of Block 23 as shown on the Map of the First Addition to New Rio Dell Tract recorded in Book 11 of Maps, page 79, Humboldt County Records, being the most Easterly corner of a parcel of land conveyed to the City of Rio Dell by deed recorded November 29, 1978, in Book 1531 of Official Records, page 285, Humboldt County Records, hereinafter referred to as "City Parcel";

Thence, North 37 degrees 28 minutes 51 seconds East along an extension of the Southeasterly line of said City Parcel, 130.00 feet;

Thence, North 52 degrees 31 minutes 09 seconds West, parallel with the Northeasterly line of the City Parcel, above described, 150.00 feet;

Thence, South 37 degrees 28 minutes 51 seconds West, parallel with the Northwesterly line of said City Parcel, 260.00 feet, to a point on the Northwesterly extension of the Southwesterly line of the City Parcel, described above;

Thence, South 52 degrees 31 minutes 09 seconds East, along said Northwesterly extension of the Southwesterly line, 20.00 feet to the most Westerly corner of City Parcel, above described;

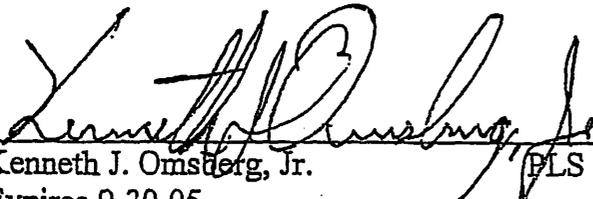
Thence, North 37 degrees 28 minutes 51 seconds East, along the Northwesterly line of said City Parcel, 130.00 feet to the most Northerly corner thereof;

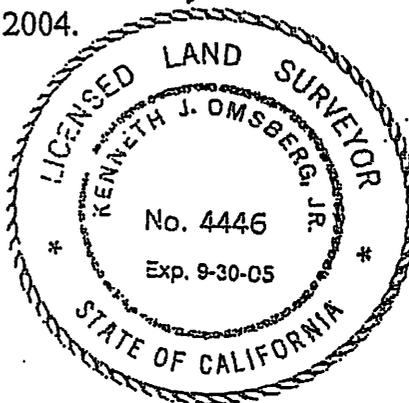
Thence, South 52 degrees 31 minutes 09 seconds East, along the Northeasterly line of the City Parcel, described above, 130.00 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion of land lying North of the North line of the parcel of land conveyed to Melburn R. Beuter and Mae V. Beuter by deed recorded November 12, 1968, in Book 981 of Official Records, page 396, Humboldt County Records, as Parcel Two, therein.

[END OF DESCRIPTION]

This real property description has been prepared by me or under my direction in conformance with the Professional Surveyors Act on December 3, 2004.


Kenneth J. Omsberg, Jr. PLS 4446
Expires 9-30-05



Councilmember Dunker stated he had received a letter of congratulations from the League of California Cities on his re-appointment as Statewide representative to the League and questioned the City's travel/training budget for the four meetings scheduled in 2005.

Mayor Parrish suggested we look at the budget and also look at ways to cut costs possibly by car pooling.

Mayor Parrish stated he had attended the Annual HCAOG dinner and was appointed as President Vice Chair to HCAOG for the next four years. He also commented that this was Jack Thompson's last meeting as Councilmember and wanted to thank him for his enormous contribution to the City during his tenure as Councilmember for the past year and a half and said he was proud to have had the opportunity to work with him and urged him to continue to volunteer to help the City in other ways.

Councilmember Thompson commented that he was very pleased with the progress the City has made over the past couple of years and said he would like to see that progress continue. He said being on the City Council and working with City staff has been a learning experience and a pleasure.

CLOSED SESSION

The Council adjourned to Closed Session at 7:45 P.M. to discuss *Litigation – Roberts vs. Rio Dell; Personnel Matter – Police Department; Pending Litigation – Housing Rehab/Code Enforcement; Real Estate Negotiations – Water Tank Sites; and Real Estate Negotiations – Effluent Site..*

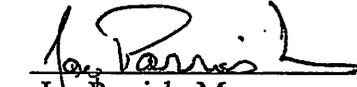
The Council reconvened at 9:00 P.M. Mayor Parrish announced the Council took action on the following matters:

- 1) Council voted 4-1 to appoint a Special Master to handle the hearing regarding the Ostrow Matter and to make a recommendation to the City Council; and
- 2) Council voted 5-0 to authorize the City Attorney to file and serve an action for Condemnation of the water tank site.

Enes

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 9:05 P.M. to the December 14, 2004 study session at 5:00 P.M.



Jay Parrish, Mayor



ATTEST:



Karen Dunham, Clerk

FEBRUARY 6, 2007 MINUTES
Page 2

appropriate contracting procedures to hire a contractor to construct improvements consistent with the settlement agreement between the City of Rio Dell and Ralph Roberts; and authorize the City Manager to execute all agreements and contracts necessary to carry out the settlement agreement. Motion carried 4-0.

Approve Resolution No. 955-2007 Amending Budget Resolution No. 928-2006 Approving Utilization of Various Funds Equity for Salary Expenses Enabling Payment of the Mintz Lawsuit
Finance Director Beauchaine stated staff was simply asking permission to re-allocate salary expenses and utilize surplus balances to support a payment plan to satisfy the settlement agreement between Mintz and the City of Rio Dell.

Councilmember Marks arrived at this time, 6:45 P.M.

Motion was made by Dunker/Barsanti to approve Resolution No. 955-2007 *Amending Budget Resolution No. 928-2006 to Approve Salary Allocation Changes Enabling Payment of Mintz vs. Rio Dell.* Motion carried 5-0.

Approve Resolution No. 956-2007 Authorizing the Destruction of Specified Documents
Finance Director Beauchaine stated the finance department has reviewed the records currently held in retention and made the determination that specified documents and records are no longer of value to the City and are eligible for destruction under the State of California City Clerks Association; CDBG Guidelines; and the State of California Government Code number 34090.

John Edwards, 160 Birch St. stated he, as a citizen of Rio Dell would like to review the documents before destruction.

Attorney Martinek interjected that he would need to review the list to make sure they are all public documents and that Mr. Edwards should submit a formal written request to the City specifying the documents he wished to review.

The item was removed from the agenda to allow staff time to receive and review the written request.

Approve Resolution No. 957-2007 Amending Budget Resolution No. 928-2006 Authorizing the Expenditure of CDBG Misc. Revenue for the Acquisition of Finance Department Computer Software Upgrades and Professional Financial Services
Finance Director Beauchaine explained the finance department would like to update and increase the performance of its accounting software by means of upgrades and professional changes and allow the auditors to make necessary changes to the General Ledger and Fund structure. This would also include remote on-line staff training within Accufund to allow maximum use of the software capabilities. As a result, the funds must be appropriated through a budget amendment approved by the City Council.

MINTZ

RESOLUTION NO. 955-2007

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIO DELL
AMENDING BUDGET RESOLUTION NO. 928-2006
TO APPROVE SALARY ALLOCATION CHANGES
ENABLING PAYMENT OF
MINTZ VS. RIO DELL

WHEREAS, The City Council approved Resolution 928-2006 on June 27th, 2006 approving the City of Rio Dell, California, Fiscal Year 2006-2007, City Budget; and

WHEREAS, The City of Rio Dell was involved in a 1992 lawsuit; and

WHEREAS, a judgment was filed in March of 1997; and

WHEREAS, The City of Rio Dell would like to initiate payment plan negotiations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby amend City of Rio Dell, California Fiscal Year 2006-2007 Budget transferring \$7,500.00 of Gas Tax accumulated fund equity, \$11,800.00 of TDA fund equity, \$75,200.00 of SLESF fund equity, and \$40,000.00 of Water fund equity to City Manager Department, Finance Department and Police Department line items.

BE IT FURTHER RESOLVED that Resolution No. 928-2006 is hereby amended.

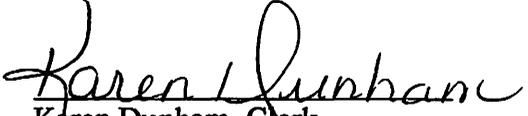
BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all agreements and contracts necessary to carry out Mintz payment negotiations and agreements.

PASSED AND ADOPTED by the City of Rio Dell on this 6th day of February, 2007, by the following vote:

- AYES: Mayor Leonard, Councilmembers Barsanti, Dunker, Marks, and Woodall
- NOES: None
- ABSENT: None
- ABSTAIN: None


R.L. Leonard, Mayor

ATTEST:


Karen Dunham, Clerk

100 955
FEB. 22. 2007 2:38PM

PERRY LAW

NO. 5846 P. 2

LAW OFFICES OF

**PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ LLP**

438 First Street, 4th Floor, Santa Rosa, CA 95401
P.O. Box 1028, Santa Rosa, CA 95402

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David F. Beach
John H. Johnson*
Malcolm T. Maxwell
Michael G. Miller
Lawrence A. Moskowitz*
Leslie R. Perry
D. Anthony Wheelan
Burton H. Fohrman
Roger J. Illsley
Daphne A. Baletsis
Eric J. Koenigshofer
Raleigh S. Fohrman
Scott A. Lewis
Mary Jane Schneider
Jill R. Ravitch
Marla D. Keenan
Anne C. D'Arcy, R.N., J.D.

Mark W. Hostetter
Glanda R. Carvalho
Michael K. Wear
Sheila A. Schaeffer
Randy L. Warren

*Certified Specialist
Family Law,
The State Bar of California
Board of Legal Specialization

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February 22, 2007

By Facsimile and Mail

David Martinek
DUN & MARTINEK LLP
2313 I Street
Eureka, CA 95501
Facsimile 707.442.9251

RE: *Mintz v. Rio Dell*

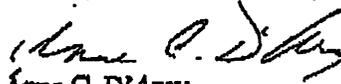
Dear Mr. Martinek;

I have presented your proposed payment terms to the client and drafted the attached Agreement with terms for acceptance.

I ask that the City execute the agreement as soon as possible so we can take the Monday, February 26, deposition off calendar.

Very truly yours,

PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ, LLP


Anne C. D'Arcy

attachments

AGREEMENT FOR PAYMENT OF JUDGMENT PURSUANT TO ENFORCEMENT ACTION BY WRIT OF MANDATE

Parties and Counsel

The parties to this Agreement are the City of Rio Dell, (City) located in the County of Humboldt and incorporated under the laws of the State of California, represented by David L. Mantinea of Dun and Mantinek LLP, 2313 I Street, Eureka, CA. 95501, and Joel E. Mintz, an individual (Mintz), Judgment creditor in Humboldt County Case Number 93-CP-0329 and Writ Petitioner in Humboldt County Case Number CV 060825. Mr. Mintz's interests are represented by his counsel in the underlying case is John F. Shields, Jr. (Shields). The firm of Perry, Johnson, Anderson, Miller & Moskowitz, LLP, 438 First Street, Santa Rosa CA, has been retained to enforce the 1997 Judgment.

Purpose

The purpose of this Agreement is to permit the City to pay the 1997 judgment amount due, with interest, and attorney fees for collection, in periodic payments commencing March 15, 2007, and continuing monthly through July 15, 2007, under the terms described herein, instead of the lump sum due on March 1, 2007, pursuant to Writ of Mandate issued January 12, 2007.

Background

Mintz is the Judgment Creditor of a 1997 Judgment against City for damages, costs, and attorney's fees. Shields is owed the attorney fees award in the underlying case. Mintz petitioned for Writ of Mandate to enforce the Judgment, pursuant to Government Code §970 *et seq.*

On January 12, 2007, after hearing on the matter, the court, Honorable J. Michael Brown, granted Mintz's petition and issued Writ of Mandate to compel City to pay the sum of \$105, 112.21, in full, by March 1, 2007, said sum representing the original Judgment (\$58, 771.45), plus interest at the legal rate since 1997 (\$41,000), plus reasonable attorney fees incurred in enforcing the judgment for damages and statutory attorney's fees. (A true and correct copy of Writ of Mandate, with Proof of Service on City, is attached as Exhibit A and incorporated herein by reference.

On February 20, 2007, City requested, in writing, leave to make payment under a proposed schedule.

NOW THEREFOR IT IS AGREED:

1. Mintz waives his right to receive payment in full by March 1 in consideration of City's agreement to pay in full no later than July 15, 2007, under the following terms:

<u>Payment Due</u>	<u>Date Due</u>
\$22,000	On or before March 15, 2007
\$22,000	On or before April 15, 2007
\$22,000	On or before May 15, 2007
\$22,000	On or before June 15, 2007
\$17,112.21	On or before July 15, 2007

2. In consideration of Mintz's waiver of his right to payment in full by March 1, 2007, and waiver of further interest on the unpaid Judgment, the parties agree that the payment dates are firm and that any failure to make timely payment as agreed will constitute a material breach of this Agreement.

3. The deposition of City's Manager, set for February 26, 2007, will be taken off calendar with reservation of the right to take said deposition upon breach of this Agreement. Attached to this Agreement as Exhibit B, incorporated herein by reference, is Amended Notice of Deposition for Friday, March 16. Further notices will be served for the 16th of April and May, the 18th of June, and the 16th of July, and said deposition will be taken pursuant to the relevant notice, if payment is not received by the 15th April May, June and July.

4. All payments required hereunder shall be sent by United States mail, postage prepaid, by checks payable to Perry, Johnson, Anderson Miller & Moskowitz Client Trust Account, for *Mintz v. Rio Dell*. Mailing address is: 438 First Street, Fourth Floor, Santa Rosa, CA 95401.

General Provisions

Term. This Agreement shall be effective on the date it is executed by the second of the parties to sign and shall terminate on July 15, 2007, if performance is complete, or when performance is complete, whichever is later.

Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, successors, and assigns.

No Oral Modification. This Agreement may not be modified or amended except in writing, signed the parties.

Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

Integrated Agreement. This Agreement constitutes the entire understanding and agreement among the parties with respect to the subject matter described, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for. This Agreement supersedes all prior or contemporaneous agreements, representations, and understandings of the parties, it being the intention of the parties that this instrument be a totally integrated agreement.

Interpretation. This Agreement is subject to interpretation under general principles of contract law and the law of the State of California. In the event of any dispute over the interpretation of this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular party or his counsel.

Waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or shall be deemed a continuing waiver of any sort.

Counterpart signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Attorney's fees. In the event a dispute arises between the parties arising out of or in connection with this Agreement, in any civil suit or proceeding arising under this agreement, or for the breach thereof, the prevailing party shall be entitled to costs and reasonable attorney fees as the court deems just and equitable under the circumstances, taking into account the relative merits of the dispute and the reasonable conduct of the parties.

IT IS SO AGREED.

CITY OF RIO DELL

By its: CITY MANAGER

Dated: February 22, 2007


JOHN P. MILLER

DAVID MANTINEK
Attorney for City of Rio Dell

Dated: _____

JOHN F. SHIELDS, Jr.
Attorney for Joel E. Mintz

Dated: _____

APPROVED AS TO FORM:

PERRY. JOHNSON, ANDERSON,
MILLER & MOSKOWITZ, LLP

By: _____
ANNE C. D'ARCY

EXHIBIT A

COPY

1 SCOTT A. LEWIS, SBN
 ANNE C. D'ARCY, SBN 232948
 2 PERRY, JOHNSON, ANDERSON,
 MILLER, & MOSKOWITZ LLP
 3 438 First Street, Fourth Floor
 Post Office Box 1028
 4 Santa Rosa, CA 95401
 Telephone: (707) 525-8800
 5 Facsimile: (707) 545-8242

6 Attorneys for Petitioner
 JOEL E. MINTZ

FILED Cynthia E.
 JAN 12 2007
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF HUMBOLDT

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT

11 JOEL E. MINTZ,

Case No. CV060825

12 Petitioner,

WRIT OF MANDATE

13 CITY OF RIO DELL, and ITS OFFICERS,
 14 AGENTS and EMPLOYEES,

Date:
 Time:
 Dept.:
 Honorable J. Michael Brown

15 Respondent.

17 To CITY OF RIO DELL and ITS OFFICERS, AGENTS and EMPLOYEES:

18 WHEREAS petitioner served and filed herein his duly verified Petition for a Writ of
 19 Mandate and a hearing was held herein on the date set forth above;

20 WHEREAS it appears to this court that Petitioner has no other plain, speedy, and adequate
 21 remedy in the ordinary course of law;

22 WHEREAS it appears to this court that you, CITY OF RIO DELL, have failed your
 23 statutory to duty to pay the judgment, with interest, filed in this court on May 19, 1997;

24 THEREFORE, you, CITY OF RIO DELL, are hereby commanded, on or before March 1,
 25 2007, to pay to Petitioner, JOEL E. MINTZ, the full amount of the Judgment against you,
 26 \$58,771.45, plus interest at the legal rate, (7%) \$41,000, plus reasonable attorney fees incurred
 27 in enforcing the Judgment, \$5,340.76, a total of \$105,112.21, by delivering payment in full to
 28 the Law Offices of Perry, Johnson, Anderson, Miller & Moskowitz LLP, 438 First Street, 4th Floor,

1 Santa Rosa, CA 95401, for deposit to the Client Trust Account.

2 Witness the Honorable J. Michael Brown, Judge of the Superior Court.

3 Attest my hand and the seal of this court this 1-12-07 day of _____
4 2007.

J. MICHAEL BROWN

J. MICHAEL BROWN
Judge of the Superior Court



CYNTHIA R.

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SCOTT A. LEWIS, SBN 149094 ANNE C. D'ARCY, SBN 232948 PERRY, JOHNSON, ANDERSON, MILLER & MOSKOWITZ LLP 438 FIRST STREET, 4TH FLOOR SANTA ROSA, CA 95403 TELEPHONE NO.: 707.525.8800 FAX NO. (Optional): 707.545.8242 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): JOEL E. MINTZ	FOR COURT USE ONLY <div style="text-align: center;">  FILED JAN 22 2007 </div> SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT
SUPERIOR COURT OF CALIFORNIA, COUNTY OF HUMBOLDT STREET ADDRESS: 825 FIFTH STREET MAILING ADDRESS: CITY AND ZIP CODE: EUREKA, CA 95501 BRANCH NAME:	
PETITIONER/PLAINTIFF: JOEL E. MINTZ RESPONDENT/DEFENDANT: CITY OF RIO DELL AND ITS OFFICERS, AGENTS AND EMPLOYEES	
PROOF OF SERVICE BY FIRST-CLASS MAIL—CIVIL	CASE NUMBER: CV 060825

(Do not use this Proof of Service to show service of a Summons and Complaint.)

- I am over 18 years of age and not a party to this action. I am a resident of or employed in the county where the mailing took place.
- My residence or business address is: 438 First Street, 4th Floor, Santa Rosa, CA
- On (date): **January 19, 2007** I mailed from (city and state): **Santa Rosa, California** the following documents (specify): **Writ of Mandate**

The documents are listed in the Attachment to Proof of Service by First-Class Mail—Civil (Documents Served) (form POS-030(D)).

- I served the documents by enclosing them in an envelope and (check one):
 - depositing the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - placing the envelope for collection and mailing following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
- The envelope was addressed and mailed as follows:
 - Name of person served:
 - Address of person served:

The name and address of each person to whom I mailed the documents is listed in the Attachment to Proof of Service by First-Class Mail—Civil (Persons Served) (POS-030(P)).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: **January 19, 2007**

Mary Ann Gamma
(TYPE OR PRINT NAME OF PERSON COMPLETING THIS FORM)

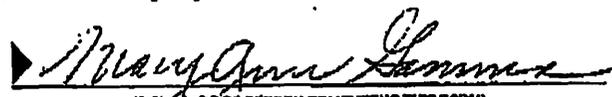

(SIGNATURE OF PERSON COMPLETING THIS FORM)

EXHIBIT B

1 SCOTT A. LEWIS, SBN 149094
 ANNE C. D'ARCY, SBN 232948
 2 PERRY, JOHNSON, ANDERSON,
 MILLER, & MOSKOWITZ LLP
 3 438 First Street, Fourth Floor
 Post Office Box 1028
 4 Santa Rosa, CA. 95401
 Telephone: (707) 525-8800
 5 Facsimile: (707) 545-8242

6 Attorneys for Petitioner
 JOEL E. MINTZ

7

8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

9

COUNTY OF HUMBOLDT

10

JOEL E. MINTZ,

Case No. CV060825

11

Petitioner,

12

vs.

**NOTICE OF TAKING DEPOSITION OF
 RESPONDENT CITY OF RIO DELL'S
 CITY MANAGER; AND FOR
 PRODUCTION OF DOCUMENTS**

13

CITY OF RIO DELL and ITS OFFICERS,
 AGENTS and EMPLOYEES,

[CCP §2025 *et seq.*]

14

Respondent.

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16

TO RESPONDENT CITY OF RIO DELL, ITS OFFICERS, AGENTS and EMPLOYEES,

17

AND TO RESPONDENT'S ATTORNEY OF RECORD IN THIS ACTION, DAVID E.

18

MARTINEK:

19

PLEASE TAKE NOTICE that on Friday, March, 16, 2007, at 1:30 p.m. at the offices of DUN

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& MARTINEK LLP, 2313 I Street, Eureka CA, 95501, Petitioner, JOEL E. MINTZ, will take the deposition

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of Respondent, CITY OF RIO DELL'S CITY MANAGER upon oral examination, before a duly authorized

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Court reporter

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f for any reason the taking of said deposition is not completed on said date, the taking thereof will

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be continued from day to day thereafter at the same place excluding Sundays and Holidays until completed.

25

YOU ARE FURTHER NOTIFIED that the deponent is to produce at said deposition the

26

following documentation and things listed below.

27

28

1 DEFINITIONS

2 A. As used herein, the word "WRITING" means any kind of written or graphic matter,
3 however produced or reproduced, of any kind or description, whether sent or received or neither,
4 including originals, copies in drafts and both sides thereof, and including, but not limited to:
5 papers, books, letters, photographs, objects, tangible things, correspondence, telegrams, cables,
6 telex messages, confirmation, account statements, memoranda, notes, notations, work papers,
7 transcripts, minutes, reports and recordings of telephone or other conversations, interviews or
8 conferences, affidavits, statements, opinions, reports, studies, analyses, evaluation, financial
9 statements, reports, quarterly reports, magazine articles, newspaper articles, manuals, contract
10 agreements, journals, statistical records, desk calendars, appointment books, diaries, lists,
11 tabulations, summaries, sound recordings computer printouts, data processing input and output,
12 microfilms, all other records kept by electronic, photographic or mechanical means, and things
13 similar to any of the foregoing however denominated by defendant.

14 B. As used herein, the words "you" and/or "your City" means any individual, firm,
15 partnership, corporation, association or other business enterprise, public entity, or any combination
16 of the foregoing.

17 C. As used herein, the word "concerning" includes referring to, alluding to, responding
18 to, relating to, connected with, commenting on, about, regarding, discussing, constituting,
19 evidencing or pertaining to.

20 D. As used herein, the word "communication" or "communicate" means any contact
21 between two or more persons or entities, and shall included, without limitation, written contact by
22 such means as letters, memoranda, telegrams telex, or by any documents, and oral contact by such
23 means as face to face meetings, and telephone conversations. The words "evidence of
24 communication" mean each and every document concerning such communication.

25 E. As used herein, the word "person" includes a natural person, firm, association,
26 organization, partnership, business, trust, corporation, or public entity.

27 The documents to be produced at your deposition are as follows:

28 1. Any and all WRITINGS concerning the financial condition of your City.

- 1 2. Any and all WRITINGS concerning the 2005-2006 Budget for your City.
- 2 3. Any and all WRITINGS concerning the 2006-2007 Budget for your City.
- 3 4. Any and all WRITINGS concerning advertising for the City Manager position since
- 4 January 1, 2007.
- 5 5. Any and all WRITINGS concerning your City's compliance with Government Code
- 6 §970 *et seq.*
- 7 6. Any and all WRITINGS concerning your City's real property holdings
- 8 7. Any and all WRITINGS concerning your City's investment holdings.
- 9 8. Any and all WRITINGS concerning the present value of your City's real property
- 10 holdings .
- 11 9. Any and all WRITINGS concerning the present value your City's investment
- 12 holdings.

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DATED: February 22, 2007

PERRY, JOHNSON, ANDERSON,
MILLER & MOSKOWITZ LLP

BY: Anne C. D'Arcy
ANNE C. D'ARCY

SALE FORECLOSURE OF REAL PROPERTY
(CCP729.010)

SHERIFF'S CIVIL NO 05-1905

COURT CASE NO DR040169

UNDER A WRIT OF SALE issued out of Superior Court,
County of Humboldt, on June 17, 2005, on a judgment rendered on
September 29, 2004,

IN FAVOR OF The City of Rio Dell, City Hall, 675
Wildwood Avenue, Rio Dell, Ca 95562

AND AGAINST The Estate of Helen Kemp and Anne
Norvall, 460 1st Avenue, Rio Dell, Ca 95562

For the sum of \$28,433.93 Dollars

I HAVE LEVEED Upon all the right, title, and claim and
interest of the judgment debtor(s),

Estate of Helen N. Kemp and the heirs of the Estate of
Helen N. Kemp and Anne Norvall, in real property, in the County
of Humboldt, described as follows: Lot 4, Block 3 of New Rio Dell
Tract According to the Map of Said Tract on File in the Recorder's
Office of Humboldt County, California, in Book 11 of Maps, Page
48, APN 053-102-016, Street Address of 460 1st Avenue, Rio Dell,
California.

The Property to be sold is NOT subject to the right of
redemption.

Minimum Bid Amount \$9,751.15.

PROSPECTIVE BIDDERS SHOULD REFER TO
SECTIONS 701.510 TO 701.680, INCLUSIVE, OF THE CODE
OF CIVIL PROCEDURE FOR PROVISIONS GOVERNING
THE TERMS, CONDITIONS, AND EFFECT OF THE SALE
AND THE LIABILITY FO DEFAULTING BIDDERS.

PUBLIC NOTICE IS HEREBY GIVEN that I will proceed
to sell at public auction to the highest bidder, for cash in lawful
money of the United States, all the right, title and interest of said
judgment debtor(s) in the above described property, or so much
thereof as may be necessary to satisfy said execution, with accrued
interest and costs on:

March 14, 2007, at 11:00 o'clock A.M. at the following
location:

826 Fourth Street (Sheriff's Civil Division) in the City of
Eureka, County of Humboldt, State of California, Directions to
property locations to be obtained from the levying officer upon
oral or written request:

Dated 02-15-2007 at Eureka, California

Gary Philp, Sheriff

County of Humboldt

By:

Attorney for Judgment Creditor: Law Offices of Dun &
Martinek LLP, 2313 I Street, Eureka, Ca 95501, (707) 442-3791

3T. 02/22, 03/01, 03/08/07

JUNE 20, 2006 MINUTES
Page 5

Councilmember Dunker stated that he will be at a state wide policy meeting for the League of California Cities on Friday, June 23rd.

CLOSED SESSION

At 7:45 P.M. the City Council adjourned to closed session to discuss Potential Litigation – Roberts vs. Rio Dell, Nuisance Abatement Issues; Personnel Matter- Police Department; Personnel Matter – Acting City Manager; and Litigation Concerned Citizens vs. Rio Dell.

The meeting reconvened at 9:45 P.M. Mayor Leonard announced that the City Council authorized the Mayor to sign a settlement agreement regarding Ted Ostrow after he signs it.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned to the July 5, 2006 Regular Meeting.


R.L. Leonard, Mayor

Attest:


Carla Ralston, Clerk

OTHER COUNCIL BUSINESS

Council Member Dunker made a request of P.W. to produce a quarterly energy report of our facilities in the future.

Councilmember Woodall asked how things were going with Gordon Elton, Interim Accounting Supervisor. City Manager Naffah stated that he has provided everything Frank Glogler needs to finish our audits, and Gordon is getting a clearer picture of our current financial status.

CLOSED SESSION

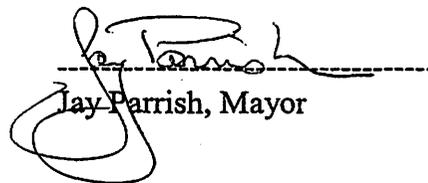
The council adjourned to closed Session at 8:00 P.M. to discuss *Personnel Matter-Police Department*

The meeting reconvened at 9:05 P.M. Mayor Parrish announced that the motion to uphold the Hearing Officer/Special Master's recommendation in his Findings, Conclusions, and Decision document was carried 4-1, with Councilman Barsanti dissenting.

?
Ostraw

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 9:15 P.M. to the June 7, 2005 regular meeting.


Jay Parrish, Mayor

ATTEST:


Carla Ralston, Clerk

Carla Ralston, Clerk

Councilmember Dunker stated he had received a letter of congratulations from the League of California Cities on his re-appointment as Statewide representative to the League and questioned the City's travel/training budget for the four meetings scheduled in 2005.

Mayor Parrish suggested we look at the budget and also look at ways to cut costs possibly by car pooling.

Mayor Parrish stated he had attended the Annual HCAOG dinner and was appointed as President Vice Chair to HCAOG for the next four years. He also commented that this was Jack Thompson's last meeting as Councilmember and wanted to thank him for his enormous contribution to the City during his tenure as Councilmember for the past year and a half and said he was proud to have had the opportunity to work with him and urged him to continue to volunteer to help the City in other ways.

Councilmember Thompson commented that he was very pleased with the progress the City has made over the past couple of years and said he would like to see that progress continue. He said being on the City Council and working with City staff has been a learning experience and a pleasure.

CLOSED SESSION

The Council adjourned to Closed Session at 7:45 P.M. to discuss *Litigation – Roberts vs. Rio Dell; Personnel Matter – Police Department; Pending Litigation – Housing Rehab/Code Enforcement; Real Estate Negotiations – Water Tank Sites; and Real Estate Negotiations – Effluent Site.*

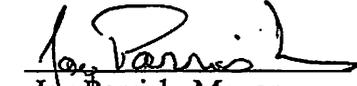
The Council reconvened at 9:00 P.M. Mayor Parrish announced the Council took action on the following matters:

- 1) Council voted 4-1 to appoint a Special Master to handle the hearing regarding the Ostrow Matter and to make a recommendation to the City Council; and
- 2) Council voted 5-0 to authorize the City Attorney to file and serve an action for Condemnation of the water tank site.

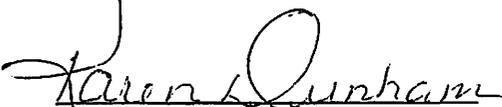
Enes -

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 9:05 P.M. to the December 14, 2004 study session at 5:00 P.M.


Jay Parrish, Mayor

ATTEST:


Karen Dunham, Clerk

OTHER COUNCIL BUSINESS

Councilmember Marks said she would like to schedule a study session to discuss the implementation of "user friendly" financial reports.

CLOSED SESSION

At 8:20 P.M. the Council adjourned to Closed Session to discuss: Potential Litigation – Roberts vs. Rio Dell; Potential Litigation – Nuisance Abatement Issues; Potential Litigation – Infrastructure; Personnel – Acting/Interim City Manager Position; Personnel – Finance; and Real Estate Negotiations.

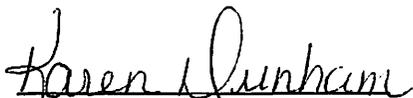
The meeting reconvened at 10:35 P.M. Mayor Leonard announced the Council voted unanimously to agree to the driveway settlement with Ralph Roberts.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 10:37 P.M. to the October 30, 2006 Special Meeting.


R.L. Leonard, Mayor

Attest:


Karen Dunham, Clerk

NOVEMBER 7, 2006 MINUTES
Page 4

Director of Public Works Hale reported on activities in the public works department stating they were busy preparing for the rainy season; the Memorial Park Project was underway; High Rock Conservation Camp would be constructing a new sign with lights for Memorial Park; and was working with Winzler & Kelly and SHN Engineering to wrap up the final details of the water projects

Accounting Supervisor Elton reported on activities in the finance department stating the audits for fiscal years ending June 2006 were scheduled to be completed by the end of December.

OTHER COUNCIL BUSINESS

Councilmember Woodall said it was difficult to see the center median at Center St. after dark and asked if reflective tape could be put there; Jim Hale reported on plans in the Spring to pave and strip that area with STIP funds.

Councilmember Marks questioned the process for filling the three upcoming vacant planning commission seats.

Councilmember Dunker announced that he had been interviewed by the Regional Water Quality Control Board for a seat on the Board and said it would be good for the City to have that representation.

Councilmember Barsanti stated for the record that although he voted against a couple of the pay requests for work on the Water Infrastructure Rehabilitation Project, he had no problem with the contractor, John Petersen or his work.

CLOSED SESSION

At 7:10 P.M. the Council adjourned to Closed Session to discuss: Potential Litigation – Infrastructure – Personnel - Acting/Interim City Manager Position; Personnel – Finance; Potential Litigation – CDBG Loan; and Potential Litigation – Mintz vs. Rio Dell..

The meeting reconvened at 10:35 P.M. Mayor Leonard announced the Council voted unanimously to agree to the driveway settlement with Ralph Roberts. .

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 8:30 P.M. to the November 21, 2006 Regular Meeting.


R.L. Leonard, Mayor

Attest:


Karen Dunham, City Clerk

COPY

Purpose: Dennis [unclear]

MEMO

OL:07136:KGD:7018.4

TO: Ralph Roberts

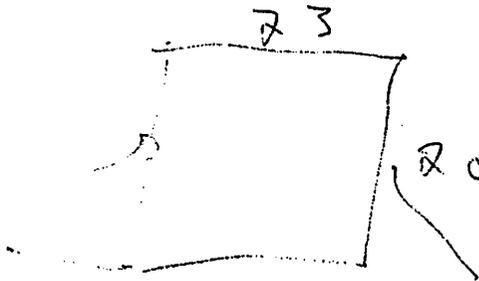
FROM: Ken Davlin, PE

SUBJECT: City of Rio Dell's Driveway onto the Roberts Property in Rio Dell (APN 052-211-020)

DATE: 13 July 2006

1. The meeting on 13 July 2006 with the City Manager of the City of Rio Dell was beneficial. I believe we reached an equitable agreement which can meet your needs.
2. You agreed to downsize the original scope of the driveway plan that was requested by you in the original agreement with the City. The revised plan and details are shown as Attachment 1 to this memo. You found it acceptable to leave the green (grass) strip between the curb and gutter and the sidewalk. You chose to reduce the area of concrete on the southerly side of the driveway by about 350 square feet, and in exchange the City would find it desirable to extend the HDPE culvert northerly no less than 4 feet and provide additional fill to protect the lagging wheels from falling over the edge of the fill; that the City will lay 8-inch thick reinforced concrete (consistent with Caltrans and the enclosed details) from the westerly side of the existing concrete sideway upgradient to a line no less than 2 feet onto the westerly side of the right-of-way line onto your property; that the City would regrade the finished surfaces to establish the same finished grade that now exists; and that the City would place a standard rough grooving on the concrete surface for the tires to gain traction.
3. It is agreed that these conditions do not represent a standard Caltrans driveway, and is an accommodation from the Caltrans Standard, which was made to meet the special conditions of this site and is no way construed to be a typical or standard solution that would obligate the City to provide the same solution to others within its community.
4. The sketch of the proposed agreed driveway layout is shown as pages 1 of 2 and 2 of 2 of Attachment 1. The construction details of the culvert extension and concrete section with rebar placement is shown as page 2 of Attachment 1.
5. I believe that this memo accurately documents what was agreed to at the site meeting. If you have anything to add, please contact me.

KGD:ikkn



WENDT CONSTRUCTION CO., INC.

1660 NEWBURG ROAD
 FORTUNA, CA 95540
 (707) 725-5641 LIC. #622738

PROPOSAL

DATE	PROPOSAL #
10/11/2006	714

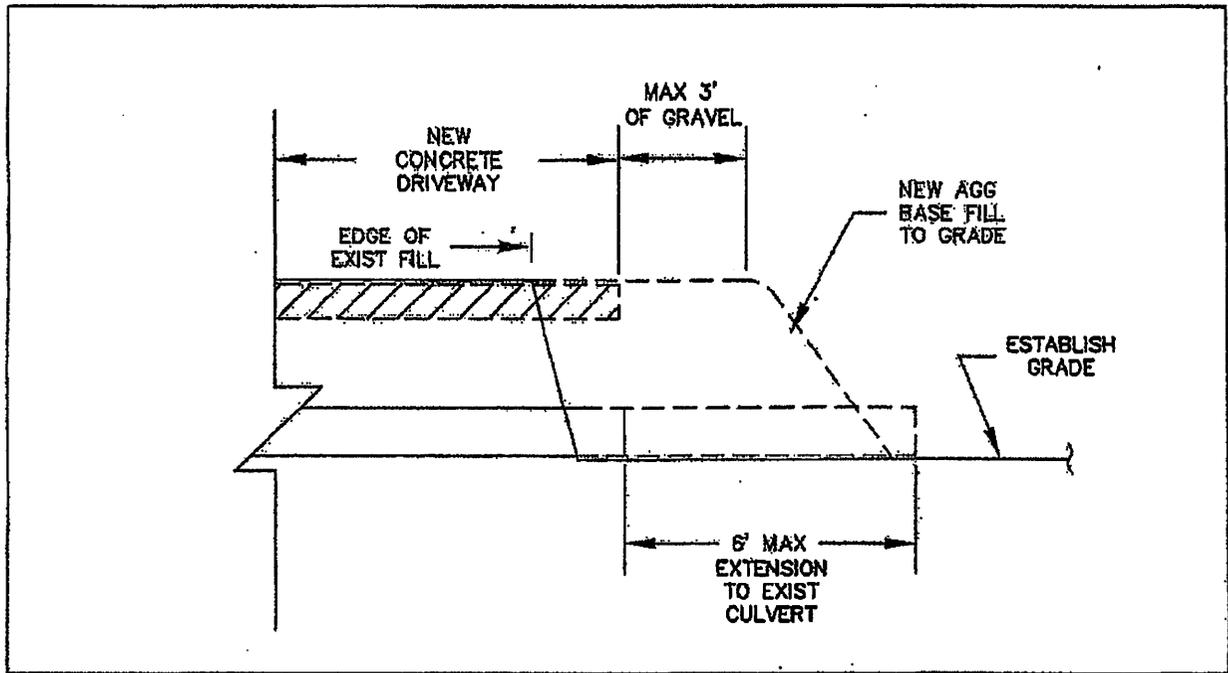
COPY

NAME / ADDRESS
City of Rio Dell 675 Wildwood Ave Rio Dell CA 95562

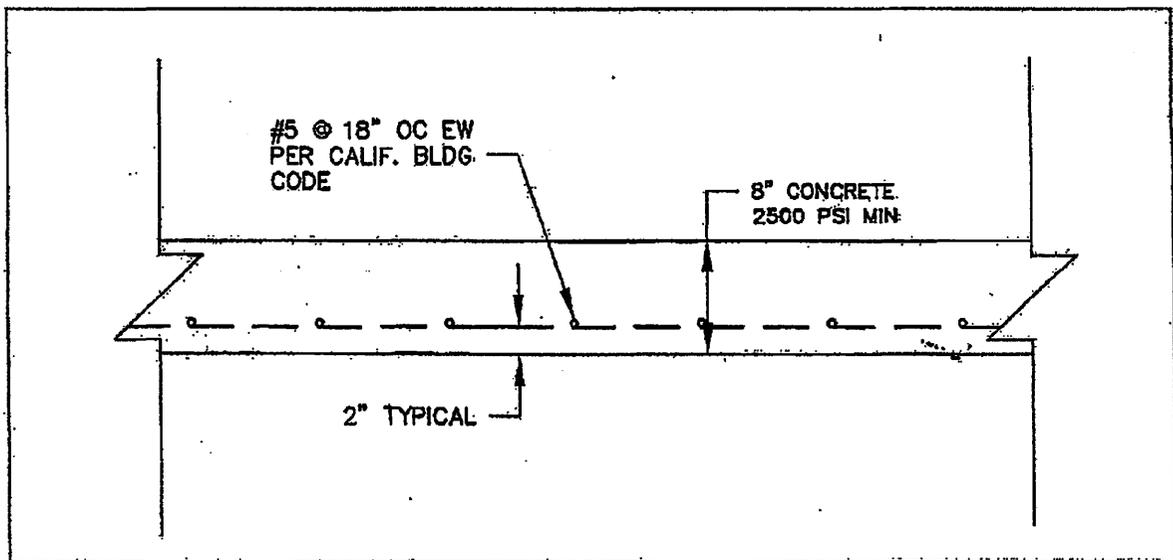
DESCRIPTION	QTY	COST	PROJECT
			TOTAL
RALPH ROBERTS DRIVEWAY ON WILDWOOD AVENUE; APN 052-211-020			
EXCAVATION & REMOVAL OF GEO MATERIAL; CITY TO DISPOSE OF SPOILS		450.00	450.00
PREP & POUR 700 SQ FT OF CONCRETE DRIVEWAY; 8" THICK, #5 REBAR 18" OC	700	10.00	7,000.00
INSTALL 3 FT X 50 FT X .7 FT CLASS II BASE		405.00	405.00
EXTEND 12" ADS N-12 CULVERT 6 FT ON NORTH END OF DRIVEWAY	6	35.00	210.00
CONCRETE SOUTH END OF CULVERT		50.00	50.00
NOTE: ORIGINAL BID WAS FOR 6" THICK CONCRETE WITH #4 REBAR 18" OC @ \$8.00/FT			
		TOTAL	\$8,115.00

Dennis Wendt

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

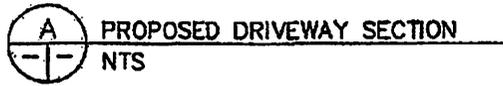
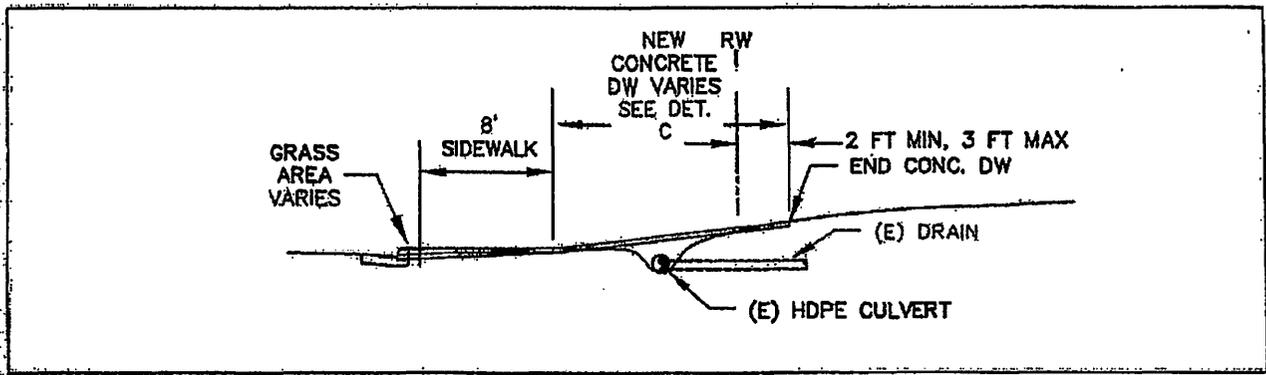
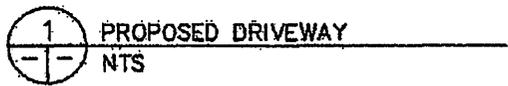
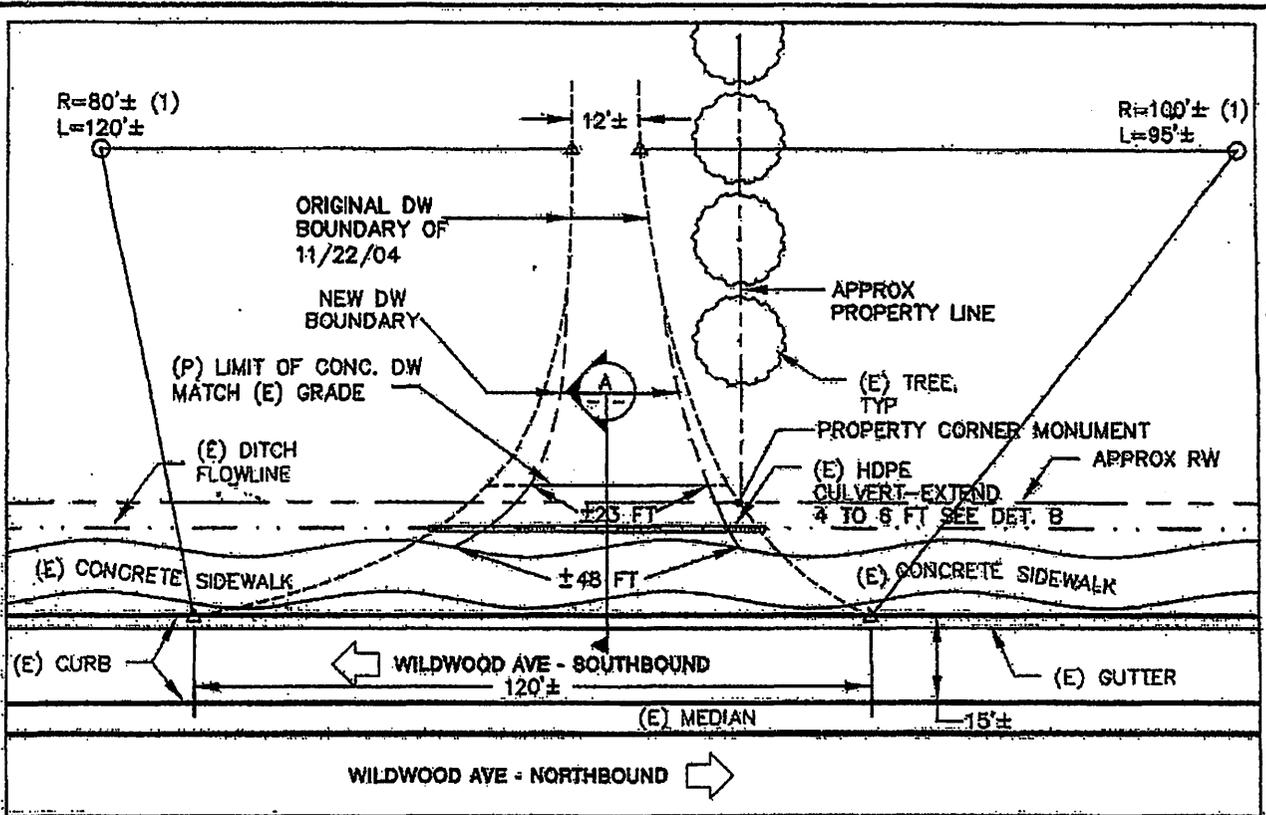


B CULVERT EXTENSION
NTS



C CONCRETE DETAIL
NTS

REVISED LAYOUT OF DRIVEWAY
FOR PROPERTY OF RALPH
ROBERTS— RIO DELL
SCALE: NTS
OSCAR LARSON & ASSOCIATES



LEGEND

- CONC CONCRETE
- DW DRIVEWAY
- (E) EXISTING
- (P) PROPOSED
- RW RIGHT OF WAY
- SW SIDEWALK
- (1) RADIUS PER CALIFORNIA HIGHWAY DESIGN MANUAL, CHAPTER 400, TOPIC 407 "TRUCK AND BUS TURNING TEMPLATES"

REVISED LAYOUT OF DRIVEWAY FOR PROPERTY OF RALPH ROBERTS—RIO DELL
 SCALE: NTS
OSCAR LARSON & ASSOCIATES

Oscar Larson & Associates

MEMO

OL:07136:KGD:7018.1

TO: Ralph Roberts

FROM: Ken Davlin, PE 

SUBJECT: City of Rio Dell's Driveway onto the Roberts Property in Rio Dell (APN 052-211-020)

DATE: 13 July 2006

1. The meeting on 13 July 2006 with the City Manager of the City of Rio Dell was beneficial. I believe we reached an equitable agreement which can meet your needs.
2. You agreed to downsize the original scope of the driveway plan that was requested by you in the original agreement with the City. The revised plan and details are shown as Attachment 1 to this memo. You found it acceptable to leave the green (grass) strip between the curb and the sidewalk. You chose to reduce the area of concrete on the southerly side of the driveway by about 350 square feet, and in exchange the City would find it desirable to extend the HDPE culvert northerly no less than 4 feet and provide additional fill to protect the logging wheels from falling over the edge of the fill; that the City will lay 8-inch thick reinforced concrete (consistent with Caltrans and the enclosed details) from the westerly side of the existing concrete sidewalk upgradient to a line no less than 2 feet onto the westerly side of the right-of-way line onto your property; that the City would regrade the finished surfaces to establish the same finished grade that now exists; and that the City would place a standard rough grooving on the concrete surface for the tires to gain traction.
3. It is agreed that these conditions do not represent a standard Caltrans driveway, and is an accommodation from the Caltrans Standard, which was made to meet the special conditions of this site and is no way construed to be a typical or standard solution that would obligate the City to provide the same solution to others within its community.
4. The sketch of the proposed agreed driveway layout is shown as pages 1 of 2 and 2 of 2 of Attachment 1. The construction details of the culvert extension and concrete section with rebar placement is shown as page 2 of Attachment 1.
5. I believe that this memo accurately documents what was agreed to at the site meeting. If you have anything to add, please contact me.

KGD:rikkn

EXHIBIT A

GENERAL RELEASE

This General Release is entered into by and between Ralph A. Roberts and Rita E. Roberts ("Releasers"), and City of Rio Dell ("Releasee").

1. Releasers, in consideration of modifications by Releasee as set forth in Exhibit A, hereby fully release Releasee, its officials, employees, and contractors, from any and all claims relating to the driveway, including but not limited to those claims which were set forth or could have been set forth in that action known as Roberts, et al. v. Rio Dell (Humboldt County Superior Court Case No. DR 040012).

2. Releasers acknowledge and agree that this Release applies to all claims that they may have against Releasee arising out of the above-described matter for damages or losses whether those damages or losses are known or unknown, foreseen or unforeseen, patent or latent.

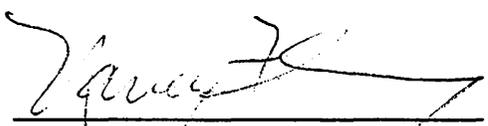
3. Releasers understand the operation of Civil Code Section 1542 which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor"

4. Releasers hereby waive application of Section 1542 of the Civil Code.

Dated: 7/27, 2007

The City of Rio Dell


By: _____

Dated: 7 27 07, 2007


Ralph A. Roberts

Dated: 27 July 07, 2007


Rita E. Roberts

**RIO DELL CITY COUNCIL
SPECIAL MEETING
APRIL 14, 2006
MINUTES**

A Special Meeting of the Rio Dell City Council was called to order at 10:00 A.M. by Mayor Leonard.

ROLL CALL: Present: Mayor Leonard, Councilmembers Barsanti, Dunker, Marks, and Woodall

Others Present: Attorney Martinek

SPECIAL MEETING MATTERS

Closed Session – Concerned Citizens vs. Rio Dell

The meeting adjourned to Closed Session at 10:00 A.M.

The meeting reconvened at 11:12 A.M. The City Council made the following reportable decisions in its closed session:

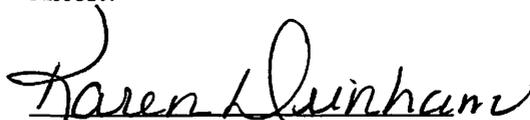
- 1) The City Council approved a contract with the law firm of Olson Hagel & Fishburn to defend the City in the case of Wolff v. City of Rio Dell; and
- 2) The City Council authorized the City Attorney to enter into a Defense Agreement with Interim City Manager Jay Parrish. Under the Defense Agreement, the City Council has agreed to provide a defense to Mr. Parrish in the lawsuit of Wolff v. City of Rio Dell. The City Council concluded that it was in the public interest to determine the validity of the contract at stake in that litigation and that providing Mr. Parrish with a defense would advance that need.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 8:40 P.M. to the March 15, 2005 regular meeting.


R. E. Leonard, Mayor

Attest:


Karen Dunham, Clerk

SW

GENERAL RELEASE OF ALL CLAIMS

The parties hereto are Steven Wolff and Sharon Wolff (individually and collectively "Wolff" or "Releasor") and the City of Rio Dell ("City"), the California Department of Housing and Community Development, the United States Department of Housing and Urban Development, and all the various entities' agents, officers, employees, successors and assigns (individually and collectively "Releasee" or "Agencies"). The parties hereto in consideration of the promises made herein, agree as follows:

1. Releasor has made various claims arising out of the management and administration of City's First Time Homebuyer Program.
2. City agrees to provide a grant of up to \$50,000.00 (Fifty Thousand Dollars) to achieve the following Scope of Work on the Wolff residence at 3 Painter Street, Rio Dell, California:
 - a. Lead-based paint clearance
 - b. Cover existing exterior siding with radiata pine hardwood pre-primed V-groove shiplap siding
 - c. Replace doors (metal/insulated/pre-hung) and windows (Milgaard or equivalent)
 - d. Clear structural report
 - e. Clear Section 1 items of termite report
 - f. Replace existing floor coverings (allowance of \$35/yd. installed)
 - g. Repair roof and install vents as needed
 - h. Install sump pump with surface drain line to back of property
 - i. Finish/repair waste vent in back of property
 - j. Install forced air heating system
3. Included in the grant funds are relocation costs of up to 30 days, the costs of a Project Manager, and all required permits (per Humboldt County building inspectors).
4. Within 45 days of signing this Agreement, the Wolffs shall provide bids from at least two licensed general contractors covering the Scope of Work items. The City shall have final approval of the contractor. Each bid shall have a completion date. Agencies make no representation or warranty concerning the quality of Contractor's work.
5. The Project Manager shall act as neutral liason and facilitator and shall advise the parties regarding any disputes that may arise during the course of construction. The parties shall agree on the person to act as Project Manager. Each progress payment shall be signed off by the City, the Project Manager, both Wolffs, and the Contractor.
6. The parties agree that due to the time lapse in receiving funds after submitting a progress payment request, the City may advance its own funds to be immediately repaid upon receipt of the progress payment.

SW
SW

7. Releasor, in consideration of the Agencies' agreement herein and commitment to fund up to \$50,000 in grant funds, hereby fully releases Releasee, all City, State and Federal Agencies, and all other public entities and persons in association with Releasee or Agencies, known or unknown, from all claims and causes of action in any way related to or arising out of the City's administration of the First Time Homebuyer Program.

8. Releasor acknowledges and agrees that this Release applies to all claims that they may have against Releasee and Agencies arising out of the above-described matter for damages or losses whether those damages or losses are known or unknown, foreseen or unforeseen, patent or latent.

9. Releasor certifies that they have read Section 1542 of the Civil Code, set out below;

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

10. Releasor hereby waives application of Section 1542 of the Civil Code.

11. Releasor understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if Releasor should eventually suffer or discover additional damages or claims arising out or relating in any way to the above-described circumstances or transaction Releasor will not be permitted to make any claim for those damages. Furthermore Releasor acknowledges that they intend these consequences even as to claims that may exist as of the date of this release, but which Releasor does not know exist, which if known, would materially affect Releasor's decision to execute this release, regardless of whether Releasor's lack of knowledge is the result of ignorance, oversight, error, neglect or negligence, or any other cause.

12. Releasor warrants and represents that Releasor fully understands the terms of this Release.

13. Releasor acknowledges and represents that in executing this Release, Releasor has not relied on any inducements, promises or representations made by any party.

14. Releasor acknowledges and warrants that this Release is free and voluntary.

15. This Release pertains to a disputed claim and does not constitute an admission of liability by Releasee or Agencies regarding the above-described transaction.

16. This Release is not binding until signed by all parties hereto. The City Council of Rio Dell must approve this Release in order for the City Manager to sign.

17. This shall be construed according to the laws of the State of California. Ambiguities shall not be construed against any drafter.

SW

18. In the event of any disagreement arising out of or relating to this agreement, the parties agree to mediate their disagreement with Betsy Watson as mediator.

Dated: 10-5-04

City of Rio Dell



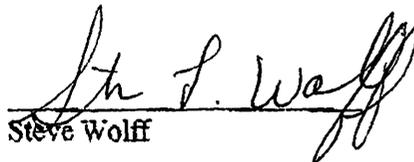
By: Eli Naffah, City Manager

Dated: _____

All State and Federal Entities

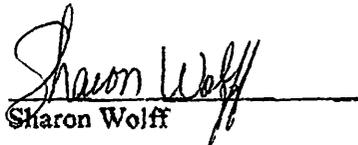
By: Lisa Vergolini, CDBG
Program Section Chief

Dated: 9-17-04



Steve Wolff

Dated: 9-17-04



Sharon Wolff

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Community Development Section

State CDBG Program

2710 Gateway Oaks Drive

North Building, Suite 190

Sacramento, CA 95833

www.hcd.ca.gov

(916) 263-0485 FAX (916) 263-0489



September 24, 2004

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

RE: Review of General Release of All Claims Document for Wolff Complaint

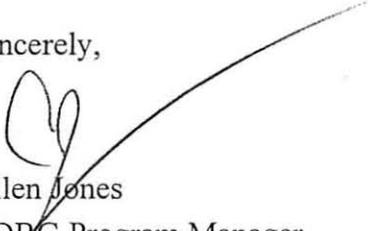
Dear Mr. Naffah:

On September 17, 2004, state staff received the City's General Release of All Claims document. In said document, the State Department of Housing and Community Development was named as a party to be released of all claims. Our agency does not need to be named in this document so there is no signature from Lisa Vergolini.

We do believe that this document contains the proper scope of work as negotiated by all the parties. The process described for completing the construction scope of work complies with our generally accepted practices for rehab programs. The amount of the grant funds provided to the family will hopefully be sufficient so a contractor can do all the work needing to be completed.

Our staff looks forward to assisting you with the completion of this complaint resolution. Call Patrick Talbott at 916-323-2178 or e-mail him at ptalbott@hcd.ca.gov with any questions or comments about the information in this letter.

Sincerely,


Allen Jones
CDBG Program Manager

CC: Patrick Talbott, Harry Faris
Ken Terill, RCAA

City Manager

From: Patrick Talbott [PTalbott@hcd.ca.gov]
Sent: Wednesday, September 22, 2004 11:03
To: cm@riodellicity.com
Cc: Patrick Talbott
Subject: FW: UPDATE ON WOLFF PROJECT

Hey Eli,

I thought I would forward you a copy of this for your review and review by your staff so you may want to route it to the various staff in fiscal and building so they know their role and what the process is from here. I did this to try to keep things well defined and moving forward. If you have a problem with any of the things I say below then please let me know and I can adjust it as needed.

I spoke to Ken at RCAA and it sounds like they do not want to just give the Wolffs money for the heater unless they fill out a weatherization application for the RCAA grant program. I do not think the Wolffs are interested in doing this at this time but it could be that I can convince them to do it later if there is a lack of funds for getting all the work done when the bids come back. RCAA's director will be calling in this regard because I told them they should provide the funds grant or no grant so now it is up to the city to decide if RCAA can get by with a grant from their weatherization program or if they need to just pony up the cash period as part of their role in this complaint. Because the Wolffs did not allow RCAA to be part of the Release of Claim document then I do not think they are legally liable to come up with the funds. RCAA is not looking for a release but does not want to just pay cash, they will provide the grant funds and only need the application done for their program per their funding source.

Let me know if you have questions or comments. I am sorry to hear about your mother's illness and hope she is better.

Thanks,

Patrick

-----Original Message-----

From: Patrick Talbott
Sent: Wednesday, September 22, 2004 10:45 AM
To: 'S & S Wolff'
Cc: Patrick Talbott
Subject: FW: Update on Resolving Your Complaint

Hey Sharon and Steven,

You should already know this, but I spoke to the city attorney this morning and the council has approved the grant funds of \$50,000 for working on your house. Based on this approval, you should move ahead with selecting a project manager to assist in bidding out the project and selecting the engineer to do the final design work. You need to notify the City about who you are hiring BEFORE signing contracts or agreements with any of these professional agencies. The City must make sure you have the proper CDBG contact language and check the proper licenses, etc. as part of hiring these agencies, see contract execution discussion below.

I spoke to your engineer on the project yesterday and he stated that they could do the design work for \$2,500 and it could be done by mid-October. The city wants you to select the engineer and will pay for the costs out of the grant funds, feel free to get other estimates from other engineers if you like. I left a message with David the engineer today updating him about the approval of funds and that fact that you will most likely be hiring his firm to do the design for the final bid document. I requested that he use a cost effective design to make the unit structurally sound because you have limited funds for construction and a large scope of work. I also requested that he expedite the design process so that the work could be done before the rain sets in and the crawl space floods. Hopefully he will be able to work with you to get a cost effective design done in a timely fashion so the

construction work can be bid out ASAP. Upon review of the engineer's design, the City reserves the right to re-bid this work out again if they feel the engineer is not proposing a cost effective design and they believe the proposed design will cause the project to go over budget. Hopefully this will not be the case.

I told the city attorney that our manager, Lisa Vergolini, did not need to sign the release document and that we will be sending the original release document back to the City with a cover letter stating that we agree with all the points laid out in the release document/action plan. State CDBG staff is satisfied that if all parties move forward in good faith in accordance with this document, then the remaining construction items can be addressed in a reasonable timeframe.

We do not need to deal with any relocation questions until the project manager is hired, the project is bid out, and you have selected your general contractor to get the work done (30 Days?). At that time we will talk and I hope to assist you in locating a proper residence for temporary relocation and we can negotiate with the contractor on how much time you will need to be out of the house.

I will be sending you a "sample" bid document with all the repair items listed on the release document for your project manager to use for bidding out the work. The City will need to review this document and approve it. If you decide to use the sample then all you have to do is attach the engineer's design to the sample bid doc and provide it to local contactors for them to complete and submit as their bids to you. If you use a different bid document, then you need to submit it to the city for approval prior to putting the project out to bid. Once you have selected your contractor then the City will provide you with a sample construction contract which you will attach to your selected bid and have signed by the contractor. The City will check the contractor's state license, insurance, and federal debarred status per CDBG requirements. Along with the contract will be a notice to proceed and when all the proper docs are signed and on file with the City, then the permits can be pulled and work started.

You will need to sign off on all invoices or pay requests for your project and submit them to the City for payment (you may request your project manager to deliver the invoices to the city but you still need to sign each one). The City will pay the vender/contractor and will keep a running total of the balance of your grant funds. As per our agreement, upon signing the construction contract with the contractor, the City will reimburse your family for any eligible materials or supplies you have purchased for the project thus far but have not already been reimbursed for. I have copies of all your receipts and copies of the disbursements which have been made to you. I will do a reconciliation of the invoices and make a recommendation of what remaining materials or supplies the City needs to reimburse you for out of your grant funds. This will be provided to you and the City for review and approval. As per our agreement, no further reimbursements for supplies and materials will be provided under this grant. You have also agreed not to do any additional work on your house until after all the grant funded work is done a notice of completion is filed by your contractor. Please leave all existing siding (Hardyplank) in place on the house and allow the contractors to bid the work on the house as is (I told you before to go ahead a remove it but it is better for you to leave it as it is).

The City has agreed to take back the remaining Hardyplank siding materials which you did not use on your house. You have agreed to allow the City to take the material off your property. Please notify myself and the City when you have all the materials ready to be removed. City staff will then call you to schedule a time to come by your house and remove the materials.

Hopefully this agreement will put us off to a good start but there is a long way to go. I will try to stay in touch with you and the city staff on a weekly basis to ensure things are moving forward. Thanks to the City, Harry Faris, and your family for all the hard work on resolving this complaint. There is still a long way to go and it will be a difficult path for all of us because there are always problems which have to be overcome. Please understand that there are limited funds and lots of work and try to be flexible problem solvers working with all the parties involved as the challenges come up. If we can keep focused on moving forward and solving problems quickly as they come up, then we have the best chance of getting your house in sound shape by the end of the year.

Let me know if you have any questions or comments about the information in this message.

Thanks,

Patrick

JUNE 5, 2007 MINUTES**Page 4****Approve Annual Adjustment to Eel River Disposal Garbage Rates**

Finance Director Beauchaine explained the solid waste franchise agreement with Eel River Disposal includes a provision for an annual CPI adjustment to the portion of the garbage rate that covers operational costs which requires approval by the City Council prior to the rate taking effect. Eel River Disposal is requesting an increase of 2.88% for fiscal year 2007/2008.

Motion was made by Marks/Woodall to approve the proposed rate adjustment with Eel River Disposal, and accept it as an amendment to the franchise agreement. Motion carried 5-0.

Preliminary Budget II for FY 2007-2008

Finance Director Beauchaine thanked the City Council for their participation in the budget process and said in their packet was a copy of the FY 2007-2008 Preliminary Budget II with the changes and corrections from the last Budget Study Session incorporated. She asked that the Council carefully review the draft budget, and contact her with any suggestions, changes, or questions prior to June 13th so she could prepare the final draft for adoption on June 19, 2007.

Councilmember Marks referred to the organizational chart for the City Council and said it should be changed to reflect all five members as equal.

PUBLIC PRESENTATIONS

Mike Yordy, 491 Monument Road, asked the City Council if they were aware that he was still having a problem getting his vehicle back after being illegally towed by the City and if so, if the issue was being addressed. Chief Hill said he had made arrangements to get the vehicle back to Mr. Yordy but that he was not in agreement with the terms therefore, the matter was turned over to Attorney Martinek who was working with Mr. Yordy's attorney to resolve the issue.

REPORTS/STAFF COMMUNICATIONS

City Manager Flemming reported on recent activities and announced that Jim Hale was out of town with his son who was very ill and said she hoped to see everyone at the Ethan Hale Benefit Fund raiser on Saturday. She said the response from the community thus far was overwhelming. In Jim's absence Randy Jensen was making sure everything relating to public works was on schedule and reported the EIR for the Rio Dell Treated Wastewater Reuse Project was published in the newspaper with a Scoping meeting scheduled for June 19th; they met with Tom McMurray and he had proceeded with the submittal of plans for the Cellular Tower; and said discussions were continuing with Palco regarding potential annexation.

Chief of Police Hill reported on recent activities in the police department and said the department was still down one officer with an additional opening forthcoming.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release ("Agreement") is entered into between **Mikel Yordy and Carol Kilian**, husband and wife, (hereafter "**RELEASORS**") and **The City of Rio Dell** ("**RELEASEE**"), (collectively, the "**PARTIES**").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the **PARTIES**, intending to be legally bound, agree as follows:

1. For, and in consideration of a grand total of \$4,999.99 paid via a single check made out to **RELEASORS** by **RELEASEE**, **RELEASORS** agree to release **RELEASEE** from any and all claims or causes of action against **RELEASEE** arising out of, relating to, or in any way pertaining to the arrest of Mikel Yordy on August 22, 2006, and the towing, impounding and storage of Carol Kilian's 1968 GMC Suburban on August 22, 2006, including, but not limited to, the facts and claims set forth in those separate Claims for Damages to Person or Property submitted by **RELEASORS** to **RELEASEE** on or about February 22, 2007.

2. For, and in consideration of that which is being provided by **RELEASEE** and described above, **RELEASORS**, being of lawful age, do hereby release, acquit and forever discharge **RELEASEE**, its officers, employees, and all other public entities and persons in association with **RELEASEE** (hereafter collectively "**RELEASEES**") of and from any and all actions, causes of action, claims, demands, damages or costs on account of, or in any way related to the claims and/or incidents as described in Paragraph 1, above.

3. **RELEASORS** agree, understand and intend to terminate, irrevocably, all rights to further pursue or prosecute causes of action, demands or claims against the described **RELEASEES**.

4. **RELEASORS** agree and hereby waive all rights under Section 1542 of the California Civil Code, which provides as follows:

"CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE – A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with debtor."

5. It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of said **RELEASEES**, by whom liability is expressly denied.

6. **RELEASORS** hereby declare and represent that they have had the opportunity to consult legal counsel, and any advisors or experts of their choice prior to executing this Agreement.

7. This Settlement Agreement and Release contains the entire agreement between the **PARTIES**. The terms of this release are contractual, and supercede all previous written or oral negotiations, commitments and writings between the **PARTIES**. This agreement further may only be amended or changed by a writing signed by the **PARTIES**.

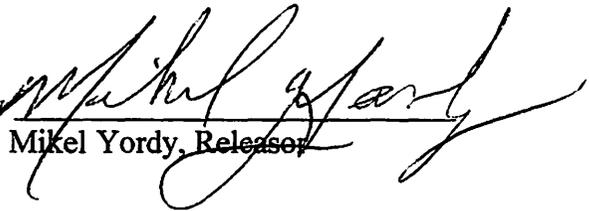
8. The laws of the State of California shall govern the terms of this Agreement.

9. The **PARTIES** state that they have each carefully read the foregoing release and know the contents thereof, and sign the same as each **PARTY**'s own free act.

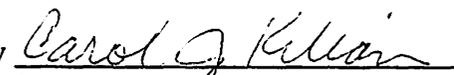
10. In the event that any action of any kind is commenced to enforce the terms and conditions of this Settlement Agreement and Release of All Claims, the prevailing party or parties shall be entitled to recover all costs of such litigation, including reasonable attorney, consultant and expert fees.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have hereunto set their respective hand and the date upon which said signature is placed hereto.

Dated: Aug 17, 2007

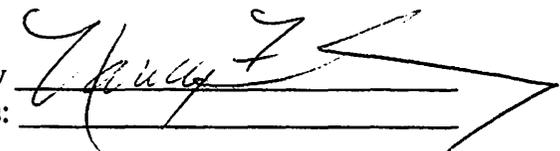
By 
Mikel Yordy, Releasor

Dated: 8-17, 2007

By 
Carol Kilian, Releasor

Dated: 8/17, 2007

THE CITY OF RIO DELL

By 
Its: _____