AGENDA
RIO DELL CITY COUNCIL
REGULAR MEETING - 6:30 P.M.
TUESDAY, NOVEMBER 21, 2017
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE

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 American with Disabilities Act (ADA), 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 the meeting. Assistance listening devices are now available for the hearing impaired. Please see the City Clerk for a receiver.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

1) 2017/1121.01- Proclamation – Human Rights Awareness Month 1

E. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Council 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 embers 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) 2017/1121.02 - Approve Minutes of the November 7, 2017 Regular Meeting **(ACTION)** 3

2) 2017/1121.03 - Approve Pay Request No. 9 to Wahlund Construction in the amount of $53,007.33 for work related to the Metropolitan Wells Project **(ACTION)** 11

3) 2017/1121.04 - Receive & File Check Register for October 2017 **(ACTION)** 19

4) 2017/1121.05 - Approve Amendment to Scope of Services for Sanitary Sewer Evaluation Study (SSES) as approved by Resolution No. 1352-2017 **(ACTION)** 24

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. SPECIAL PRESENTATIONS/STUDY SESSIONS

I. SPECIAL CALL ITEMS

1) 2017/1121.06 - Introduction of Regional Curbside Collected Recycling Materials MOU, Preparing the Question of Participation in a Regional Process to Procure Curbside Recycling Services and Related Possible Redirection of Recyclable Materials Flow Control **(DISCUSSION/POSSIBLE ACTION)** 45

2) 2017/1121.07 - Establishment of Personnel Ad Hoc Committee Pursuant to Open Door Policy **(DISCUSSION/POSSIBLE ACTION)** 91

J. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1) 2017/1121.08 - Second Reading (by title only) and Adoption of Ordinance No. 362-2017 Amending Section 1730.235 of the Rio Dell Municipal Code (RDMC) Personal Cannabis Cultivation Regulations **(DISCUSSION/POSSIBLE ACTION)** 92

K. REPORTS/STAFF COMMUNICATIONS

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

The next regular City Council meeting is scheduled for
***Tuesday, December 5, 2017** at 6:30 p.m.*

675 Wildwood Avenue
Rio Dell, CA 95562

STAFF REPORT

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM Karen Dunham, City Clerk

DATE: November 21, 2017

SUBJECT: Proclamation in Recognition of Human Rights Awareness Month December 2017

RECOMMENDATION

Read and present the Proclamation declaring December 2017as Human Rights Awareness Month.

BACKGROUND AND DISCUSSION

Carol Larsen, Commissioner from the Humboldt County Human Rights Commission will be present to accept the proclamation and speak briefly on the subject of human rights.

ATTACHMENTS: Proclamation

PROCLAMATION

In Recognition of

HUMAN RIGHTS AWARENESS MONTH

December 2017

WHEREAS, the United Nations General Assembly adopted The Universal Declaration of Human Rights in December 1948. This marked the first attempt in human history to set down the minimum rights every person should enjoy; and

WHEREAS, this document states the necessity "to recognize the inherent dignity of equal and inalienable rights of all members of the human family in the foundation of freedom, justice and peace in the world," to which everyone is entitled "without distinction of any kind to race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or status;" and

WHEREAS, The Universal Declaration of Human Rights has inspired international covenants, treaties and agreements not only protecting the rights of men and women of all races creeds, but specifically enumerating and protecting the rights and unique needs of children, indigenous and tribal peoples, refugees and political prisoners; and

WHEREAS, the County of Humboldt, in compliance with California State statues, adopted ordinances establishing and defining the work of the Humboldt County Human Rights Commission to aid in the eradication of discrimination based on color, race, religion, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, familial status, source of income, gender identity, gender expression, age, sexual orientation or socioeconomic status.

THEREFORE, the City Council of the City of Rio Dell hereby proclaims December 2017 as HUMAN RIGHTS AWARENESS MONTH and encourages all citizens to educate themselves about The Universal Declaration of Human Rights and the privileges we enjoy in a free society.

Dated: November 21, 2017

_____

Frank Wilson, Mayor

RIO DELL CITY COUNCIL
REGULAR MEETING
NOVEMBER 7, 2017 2017
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, Councilmembers Garnes, Marks and Strahan
	Absent:	Mayor Pro Tem Johnson (excused)
	Others Present:	City Manager Knopp, Community Development Director Caldwell, Water/Roadways Superintendent Jensen, City Clerk Dunham and City Attorney Gans
	Absent:	Acting Chief of Police Beauchaine and Finance Director Woodcox (excused)

CEREMONIAL MATTERS

Proclamation – National American Indian Heritage Month
Mayor Wilson read the proclamation in recognition of November as National American Indian Heritage Month and presented it to Virginia Howard Mullan, Chair of the American Indians Committee.

PUBLIC PRESENTATIONS

Nick Angeloff provided an update on Chamber of Commerce activities and thanked Harry Smith (Root 101) for joining the Chamber of Commerce and for his donation along with others for the Christmas decorations noting that they were completing the last two cutouts. He then presented a check to the Mayor in the amount of $1,500 from the Headwaters Fund for the Wildwood Ave. Sculptures. He also announced the Annual Tree Lighting Event was scheduled for December 2nd from 5-6 p.m. at Wildwood and Columbus. He noted that with the concurrence of Wendt Construction, the annual event will be named "The Dennis Wendt Tree Lighting Ceremony."

Harry Smith, Root 101 informed the Council that he would be picking up the trees the following day that he committed to replace from the median removal project. He also announced the opening of Wildwood Waffles and noted there will be an official ribbon cutting ceremony at a later date.

CONSENT CALENDAR

Mayor Wilson removed items (6) and (7) from the consent calendar for separate discussion.

Motion was made by Garnes/Strahan to approve the remaining consent calendar items including minutes of the October 17, 2017 regular meeting; approval of Pay Request No. 2 in the amount of $45,047.25 to DCI Builders for work related to the Architectural Barrier Removal (ABR) Project; approval of Pay Request No. 8 in the amount of $176,945.42 to Wahlund Construction for work related to the Metropolitan Wells Project; to receive and file and the FY 2017/18 Quarterly Update on Measure Z funding; and approval of Resolution No. 1363-2017 approving a budget transfer for repair and maintenance costs to date for the Wastewater System Painter St. Lift Station. Motion carried 4-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Resolution No. 1364-2017 Adding an Open Door Policy to the City of Rio Dell Employee Handbook

Mayor Wilson questioned the process for establishing the Adhoc Committee related to the Open Door Policy.

City Attorney Gans said the recommendation is to agenize it for the next regular meeting on November 21, 2017 and establish the committee at that time.

Motion was made by Wilson/Garnes to adopt Resolution No. 1364-2017 *Adding Section 3.41 Entitled "Open Door Policy" to the City of Rio Dell Handbook.* Motion carried 4-0.

Approve Resolution No. 1365-2017 Designating the City Manager as the Authorized Representative for the Grant Application Related to a Sanitary Sewer Evaluation Study

Mayor Wilson questioned the amount of the budget adjustment as mentioned in the staff report for the Scope of Services with the City's engineer.

City Manager Knopp stated for clarification that there was an error in the staff report and that submission of the grant application does not include a cost to the city as it is contingent on successful receipt of the grant.

Motion was made by Wilson/Garnes to approve Resolution No. 1365-2017 ***Designating the City Manager as the Authorized Representative to File a Financial Assistance Application with the State Water Resources Control Board for a Sanitary Sewer Evaluation Study.*** Motion carried 4-0.

City Attorney Gans and Water/Roadways Superintendent Jensen left the meeting at this time, 6:45 p.m.

SPECIAL PRESENTATIONS

Presentation – Concept of Skate Park in Rio Dell

Amanda Shelton and Charles Caldwell from the Humboldt Skate Park Collective were present to provide a power point presentation on the concept of a skate park in Rio Dell.

Charles began by stating that the mission statement of the non-profit collective is to enhance community spirit, provide a safe, fun, active environment, facilitate interaction between and among generations, foster economic growth and community development, get skate parks throughout Humboldt County, and enhance tourism.

He explained that the reason they would like to see a skate park in Rio Dell is that it provides active park space, gets kids outside, and the parks are safe and easy to maintain.

Amanda Shelton said the main focus for being present this evening is to talk about potential property sites for a skate park. She indicated that the city manager provided her with a list of potential properties and she wrote letters to those property owners to see if they had any property they would like to donate but was unsuccessful in receiving any positive responses. She indicated that she also had spoken to Leslie Yale, the former Rio Dell School Superintendent about the possibility of donating a portion of the school property east of the tennis courts but had not had a chance to follow up with the current administration. The other potential option was the city property at the end of Edwards Dr. near the Wastewater Treatment Plant.

It was noted that multiple fund raisers were held including a spaghetti feed during Wildwood Days and they have collected close to $3,000 for Rio Dell which will be enough to begin the design phase of the project. Once the design is done, possible grants can then be pursued.

Charles indicated that before moving forward they would like to see if the City Council is on board with the idea of having a skate park in the city and if so, they will do whatever possible to help make it happen.

Councilmember Garnes questioned the cost to construct a skate park.

The estimated cost for the proposed park in McKinleyville was reported at $800,000 with the goal to try and get the cost down around $300,000-$400,000.

Councilmember Strahan asked how many skate parks there are currently in Humboldt County.

The response was that there are only two outdoor parks (Eureka and Arcata) and one indoor facility (RampArt) which is also located in Arcata.

Discussion continued regarding the timeline and schedule for constructing a skate park, direct and indirect stakeholders and property acquisition.

Charles commented that they are asking for concurrence to start working on the two perspective sites for a skate park; first by meeting with the school representatives to pursue that option and if that doesn't materialize, then perhaps revisit the Edwards Dr. location.

Councilmember Garnes expressed support for the project and liked the idea of three years to construct a park rather than 20 years. She mentioned that she had attended a League of California Cities workshop in Ft. Bragg and she had observed that the new skate park they constructed was packed with kids and adults. She said having a skate park in Rio Dell would send the message out to kids to get off of their electronic devices and get outside.

Councilmember Marks also thought a skate park would be a worthwhile project to pursue.

Councilmember Strahan agreed but was concerned about funding for the project. She asked if the plan is for the City to try and pull in grant funding to construct the project.

Charles clarified that they are attempting to fund everything from outside and are not asking the City for any money at this point. He said that they are aware that funding is tight which is why they are taking a different approach with Rio Dell than they are with some of the other communities.

Councilmember Strahan added that a skate park would be great for the community and it would be an excellent idea to be able to utilize the school property. She said one of the goals of the city is to improve streets to get kids to and from school safely and agreed that there are a lot of kids out riding skateboards that would benefit from a skate park. She thanked them for their time to come an address the Council

Mayor Wilson supported the idea and encouraged them to approach the new school administrators to try and work something out.

Mayor Wilson called for public comment on the subject.

Julie Woodall asked if the city were to provide the land if the park would fall under the city's liability insurance.

Charles explained that typically communities already have some sort of recreation insurance and skate parks, because of a law that was changed in the early 1990's allows them to fall under the same category as other recreation activities. As such, a skate park would probably not affect the city's coverage as far as cost.

City Manager Knopp pointed out that Rio Dell is not a city that has recreation programs in place and so if and when property is acquired, staff would have to look further into the insurance costs. He said historically what has happened with parks grants is that the city has acquired them and used them to construct improvements on either school property or fire department property, referring to the tennis courts at the Davis St. Park and the playground equipment and restrooms at Fireman's Park.

Presentation – Employment Development Department (EDD) on Labor Market Information
Randy Weaver, Labor Market Consultant from EDD provided a presentation on a *Labor Market Overview for Rio Dell.* He began by stating that a skate park is an excellent example of what millennials are looking for in a community such as the city and noted that Cooper Gulch in Eureka has been transformed with their skate park.

Topics of the presentation included:

- 5-Year Population Trend
- Median Age Comparison
- Rio Dell Population Distribution
- Education Attainment
- Household Income Distribution
- Rio Dell Worker Destination
- Where Rio Dell Workers Live
- Unemployment Rate
- Rio Dell Job Change 2005-2015
- Commuter Change by Industry 2005-2015
- Cannabis Concentration

Key points of the presentation revealed that there is a good percentage of the working age population in Rio Dell; a lower poverty rate than the county; Rio Dell is primarily a commuter community; there is positive employment growth; and the cannabis industry is slowly emerging in the city.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Introduction and First Reading (by title only) of Ordinance No. 362-2017 Amending Section 17.30.235 of the Rio Dell Municipal Code (RDMC) Personal Cannabis Cultivation Regulations
Community Development Director Caldwell provided a staff report on the proposed ordinance amending Section 17.30.235 of the Rio Dell Municipal Code (RDMC) related to the City's Personal Cannabis Cultivation Regulations.

He explained that Councilmember Garnes recently returned from the League of California Cities Annual Conference where she attended a workshop on Proposition 64 and learned that jurisdictions must allow cultivation within a residence since residents who live in apartment complexes or dwellings that do not have access to detached accessory buildings would not be able to cultivate cannabis for their personal recreational use since they typically don't have access to detached accessory buildings. Since the City's current regulations require that all cultivation activities occur in a detached accessory building, staff is recommending the ordinance be amended to comply with Prop 64.

Community Development Director Caldwell further explained that under Prop 64, jurisdictions are allowed to reasonably regulate personal cannabis cultivation but cannot prohibit it. He said that the Planning Commission, at their meeting of October 24, 2017 proposed some minor amendments to the proposed ordinance including requiring renters to provide written approval from the property owner and prohibiting cultivation in cargo/shipping containers. He said staff is also recommending that the allowable area for cultivation be reduced from 150 square feet to 50 square feet to be consistent with the medical cannabis cultivation regulations and that the kitchen and bathrooms not be used for cultivation and that they be maintained for their intended used.

Councilmember Strahan asked if Prop 64 specifically spells out that jurisdictions must allow cultivation to occur inside residences.

Councilmember Garnes clarified that as the law was explained to her, jurisdictions cannot prohibit a person from cultivating inside their residence but can make the regulations narrow to say where in the residence they can cultivate. She commented that jurisdictions that don't allow cultivation inside residences can be subject to litigation.

Community Development Director Caldwell commented that staff did reach out to the League of California Cities and Tim Cromartie; Legislative Representative from the League encouraged the city to make the changes to the ordinance to avoid possible litigation down the road.

Mayor Wilson questioned the reason for deleting the definition" of "purchaser" and "Sell," "Sale," and "to Sell" in the revised ordinance.

Community Development Director Caldwell indicated that the City Attorney recommended the deletion of those definitions and was not sure why but would find out the reason.

Councilmember Marks asked if a resident that has the ability to use an accessory building is required to use it or if they can use the residence for cultivation.

Community Development Director Caldwell indicated that they could use the residence regardless if they have access to an accessory structure.

Councilmember Strahan asked if it is legal for a landlord to prohibit cultivation within a rental unit.

Community Development Director Caldwell explained that it is at the discretion of the property owner and the terms of the rental agreement.

Mayor Wilson opened the public hearing to receive public comment on the proposed ordinance. There being no public comment, the public hearing closed.

Motion was made by Garnes/Marks to introduce and conduct first reading (by title only) of Ordinance No. 362-2017 ***Amending Section 17.30.235 of the Rio Dell Municipal Code (RDMC) Personal Cannabis Cultivation Regulations*** and to continue consideration, approval and adoption of the proposed Ordinance to the meeting of November 21, 2017. Motion carried 3-1; Councilmember Strahan cast the dissenting vote.

REPORTS/STAFF COMMUNICATIONS

City Manager Knopp distributed a written City Manager Update of recent activities and events (Attachment 1 to these minutes) and reported that the first art sculpture was installed in the Wildwood median; the Council could expect to consider joining a Regional Recycling MOU at the next meeting; staff will begin work on a variety of Public Works RFP's over the next couple of months; staff was contacted by a cannabis research and laboratory service looking for commercial space to rent or lease; staff has been working with CHP, Caltrans and Fish & Game to have an abandoned truck removed from the river underneath the "Mudgett" Bridge; staff continues to work through a process with the hiring of a new Chief of Police; staff will be presenting a regulatory compliance project related to the wastewater to the Council for approval at the next meeting; provided a brief update on the final closeout of the Metropolitan Wells project; and reported on the update of the City's website.

Councilmember Strahan referred to the truck removal underneath the bridge and asked about the possibility of installing a gate at that entrance to the river due to increased activity and accumulation of trash and garbage.

Mayor Wilson thanked staff for getting the new city website launched.

Community Development Director Caldwell reported on recent activities in the community development department and announced at the next regular meeting of the Planning Commission scheduled for November 28th staff will be presenting revisions to the Sign regulations.

City Manager Knopp reported that the finance director was out on medical leave but should be back at the next meeting.

ADJOURNMENT

Motion was made by Strahan/Wilson to adjourn the meeting at 7:55 p.m. to the November 21, 2017 regular meeting. Motion carried 4-0.

_____
Frank Wilson, Mayor

Attest:

_____
Karen Dunham, City Clerk

The first art piece for Avenue of the Sculptures was installed on October 24th.

The Council is expected to consider joining a Regional Recycling MOU on your November 21st meeting date.

Staff will begin work on a variety of Public Works RFP's over the course of November and December for the spring construction season.

Staff was contacted by Steep Hill, a cannabis research and laboratory service looking for existing buildings to purchase or lease. They reported being interested in locating near the Humboldt Rio Dell Business park. Staff informed them that that activity is not currently allowed under zoning. Alternative locations include Scotia, or other areas in the unincorporated County. Staff requested that Steep Hill submit their requirements to the City so that we could then refer it to the Council. No requirements have yet been submitted.

The City manager and Police department have been working with CHP, CalTrans and Fish and Game to have an abandoned truck removed from the river underneath the "Mudgett" bridge before the next round of storms.

Staff continues to work through a process required in statute to move forward with the hiring of a new Chief of Police.

Staff will be presenting a regulatory compliance project related to wastewater for the approval of the City Council at our next meeting on the 21st.

Minor delays have slowed the final closeout of the Wells project, including work on a chlorine analyzer as well as results from 3rd party mandatory testing. Staff will be meeting with the engineers on Thursday to help move the closeout process forward. There are no major issues with the facility.

The City's website has been updated. The site will eventually permanently move to www.cityofriodell.ca.gov but can be viewed on the old address as well for the time being. Staff is working on expanding the site to include social media as the next phase.

ATTACHMENT 1

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: knoppk@cityofriodell.ca.gov

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
November 21, 2017

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Woodcox, Finance Director

DATE: November 21, 2017

SUBJECT: Metropolitan Well Project Pay Request #9

Recommendation

Approve Pay Request #9

Budgetary Impact

Pay Request #9 in the amount of $53,007.33 will be reimbursed through Prop 84 funds. The project is nearly complete and staff will come back at a later date to provide project close out information as necessary.

Background and discussion

Pay Request #9 has been approved for payment by the City's Engineering Firm (GHD) and the City Manager.

November 6, 2017

Kyle Knopp
City Manager
City of Rio Dell
675 Wildwood Ave
Rio Dell, CA 95562
(707) 764-3532

RE: Metropolitan Wells Redevelopment Project
Progress Payment Request No. 9 for Wahlund Construction

Dear Kyle,

Construction of the Metropolitan Wells Redevelopment Project is largely complete. There are minor punch list items that need to be completed by the Contractor (e.g. providing a working chlorine metering pump and performing a final process performance test), but otherwise, the project is substantially complete. The Contractor is hopeful that the remaining final miscellaneous items will be completed by the end of November.

The State Water Resources Control Board (SWRCB) sent a letter to the City on August 1, 2017 noting that the construction completion date was previously established as October 3, 2017. Kevin Warring, the Project Manager for the SWRCB, has noted that the miscellaneous items that still need to be completed do not necessitate a formal extension through the SWRCB, and that SWRCB funds can be disbursed for the construction items that will be completed this month.

Summary of Change Orders

Six change orders have been fully executed for this project to date.

No.	Change	Cost	Need	Status
1	Adding six inches of class 2 aggregate base underneath slab. Add additional aggregate base underneath new driveway.	$6,267.59	An additional six inches of class 2 aggregate base will be added underneath the new building slab to provide additional support under the new footings and slab. Some additional aggregate base will also be required underneath the new driveway to match driveway elevations with the new building elevations.	Executed
2	Replacing existing asbestos cement pipe with PVC pipe with joint restraints.	$6,118.02	Replacing the existing ACP at the site will allow for easier connections, prevent damage from the site construction activities in the vicinity of the existing pipe, and reduce potential future risk of damage due to issues with the ACP. This existing pipe will be replaced with new PVC pipe with joint restraints.	Executed
3	Contract Extension	$0	The wet weather in the winter and early springtime significantly hindered construction progress. The heavy rains had deleterious effects on the workability of the soil, and it likely would not have been possible to achieve	Executed

GHD Inc.
718 Third Street Eureka CA 95501 USA
T 1 707 443 8326 F 1 707 444 8330 E eureka@ghd com W www ghd com

			adequate compaction of material during this time. Because of this, there was a construction hiatus that spanned months, and a contract extension was required.	
4	Sandblast Clear Well	$6,185.01	The Xypex product that will be used to coat the interior of the clear well requires a clean, bare concrete surface to adhere properly. Because pressure washing the clear well specified did not remove all of the residue on the interior, the clear well needs to be sandblasted. In addition, City Staff requested pipes in the chlorine enclosure be raised for easier access.	Executed
5	Additional Exterior Lighting	$1,621.83	The original design included exterior lighting on the front and the side of the treatment building. The wells and chlorination enclosure are located at the rear of the building, so two additional exterior lights were added at this end.	Executed
6	Wiring/Relays to Booster Pump Motor Heaters; Additional 220V Outlet for Future Building Heater; Additional Light Switch for Independent Control of Exterior Lights	$1,765.35	The motors for the booster pumps have heaters inside them to reduce condensation. For the heaters to work, wire, conduit, and relays need to be installed to the motors. City staff will need a heater in the building that can be turned on when required during the cold winter months. An additional 220V outlet will be installed inside the building to allow for a heater to be plugged in. The new exterior lights on the building are all controlled by one light switch. The lights on the front of the building shine onto neighboring properties and buildings. The City needs to be able to turn the front lights off to not be a nuisance to neighbors while keeping the lights in the back of the building on for working and security purposes. An additional light switch will be installed to allow for the independent control of the exterior lighting.	Executed
TOTAL		**$21,957.80**		

As shown in the table, the total cost for all change orders is currently $21,957.80. Per the update memo provided to the City on September 20, 2017, the original project contingency of $130,290 was reduced due to previously incurred City costs in the amount of $52,244.66. These costs were applied to the project in the form $23,427.74 in planning and design costs identified as being reimbursable by the DWR Prop 84 grant and $28,816.92 in administrative, planning and design costs being identified as counting toward the City's required $57,000 contribution. This left the overall project contingency at $78,675.34. Accounting for the approved Change Orders Nos. 1-6, the remaining contingency is $56,717.54.

Pay Recommendation

Wahlund Construction's Pay Request No. 9 is attached to this memo. A summary table is included with the Contractor's submittal which shows the total contract price, approved change orders, the value of work completed to date, the amount of previous payment requested, and the current payment due (which includes subtraction of the required 5% retention). The pay request is based on the bid schedule lump sum breakdown provided by the Contractor and the actual quantities of work completed. GHD construction management staff reviewed the accuracy of the percentage of completion estimates for each item and they are reasonable.

We recommend payment to Wahlund Construction for Pay Request No. 9 in an amount of $53,007.33. Payment to the Contractor is due within 30 calendar days of this recommendation for payment (due by December 6, 2017). Please contact me if you have any questions regarding the pay request.

Sincerely,
GHD Inc.

Nathan Stevens, PE

ATTACHMENTS
Wahlund Construction Pay Request No. 9

CC:
Brooke Woodcox, Rio Dell Finance Director, 675 Wildwood Avenue Rio Dell, CA 95562
Quinn Donovan, USDA Area Specialist 777 Sonoma Avenue, E Street Annex, Santa Rosa, CA 95404;
Kevin Warring, Water Resources Control Engineer, SWRCB

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 9

	Application Period: 10/1/2017 - 10/31/2017	Application Date: 10/31/2017
To (Owner): City of Rio Dell	From (Contractor): Ryan Wahlund, Wahlund Construction	Via (Engineer): Steve McIlhaney, PE
Project: Metropolitan Wells Redevelopment Project	Contract: Metropolitan Wells Redevelopment Project	
Owner's Contract No.: [illegible]	Contractor's Project No.: 42-[illegible]	Engineer's Project No.: 11140075

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$6,267.50	
2	$6,118.02	
3		
4	$6,185.01	
5	$1,621.83	
6	$1,765.35	
7		
TOTALS	$21,957.80	
NET CHANGE BY CHANGE ORDERS	$21,957.80	

1. ORIGINAL CONTRACT	#	1,302,900.00
2. Net change by Change Or	#	21,957.80
3. Current Contract Price (I	#	1,324,857.80
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	1,322,652.49
5. RETAINAGE	#	
a. 5% X 1,322,652.49 Work Completed	$	66,132.62
b. X Stored Material	#	-
c. Total Retainage (Line 5.a + Line 5.b)	$	66,132.62
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	1,256,519.86
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	1,203,512.53
8. AMOUNT DUE THIS APPLICATION	$	53,007.33
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	68,337.94

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: Rick Page

By: RICK PAGE Date: 11/3/17

Payment of $ [illegible]
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] (Engineer) 11/6/17 (Date)

Payment of $ 53,007.33
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Progress Estimate - Unit Price Work

10/1/2017 - 10/31/2017

9

10/31/2017

Contractor's Application

For (Contract): City of Rio Dell Metropolitan Wells Redevelopment Project

Application Number: 9

Application Period: 10/1/2017 - 10/31/2017

Application Date: 10/31/2017

Bid Item No	Description	Contract Information: Item Quantity	Units	Unit Price ($)	Total Value of Item ($)	Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored	Quantity Previous Period	Quantity Complete to Date	Value of Work to Date ($)	Quantity Remaining%	Value of Work Remaining ($)
1	**Mobilization/Demobilization**			**$ 52,000.00**									
	Bonds and Insurance	1	LS	$ 15,000.00	$ 15,000.00		$ -		100%	100%	$ 15,000.00		$ -
	Preconstruction Administration	1	LS	$ 15,000.00	$ 15,000.00		$ -		100%	100%	$ 15,000.00		$ -
	Temporary Facilities	1	LS	$ 10,000.00	$ 10,000.00		$ -		100%	100%	$ 10,000.00		$ -
	Equipment Mobilization	1	LS	$ 7,000.00	$ 7,000.00		$ -		100%	100%	$ 7,000.00		$ -
	Demobilization	1	LS	$ 5,000.00	$ 5,000.00	10%	$ 500.00		90%	100%	$ 5,000.00		$ -
2	**Construction Staking**			**$ 5,000.00**									
	Boundary Staking	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Construction Staking	1	LS	$ 1,000.00	$ 1,000.00		$ -		100%	100%	$ 1,000.00		$ -
3	**Shoring and Trench Safety**	1	LS	**$ 1,000.00**	**$ 1,000.00**		$ -		100%	100%	$ 1,000.00		$ -
4	**Erosion and Sediment Control**	1	LS	**$ 2,000.00**	**$ 2,000.00**	5%	$ 100.00		95%	100%	$ 2,000.00		$ -
5	**Demolition/Removal/Disposal**			**$ 12,000.00**									
	Concrete Demolition	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Mechanical / Piping Demolition	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Hazardous Materials	1	LS	$ 3,000.00	$ 3,000.00		$ -		100%	100%	$ 3,000.00		$ -
	Disposal Fees	1	LS	$ 1,000.00	$ 1,000.00		$ -		100%	100%	$ 1,000.00		$ -
6	**Clearing/Grubbing, Site Grading, and Percolation Pond Construction**			**$ 22,000.00**									
	Clearing and Grubbing	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Site Grading	1	LS	$ 6,000.00	$ 6,000.00		$ -		100%	100%	$ 6,000.00		$ -
	Percolation Pond Construction	1	LS	$ 12,000.00	$ 12,000.00	5%	$ 600.00		95%	100%	$ 12,000.00		$ -
7	**Destruction of Existing Wells**			**$ 5,700.00**									
	Well Destruction Permitting	1	LS	$ 1,500.00	$ 1,500.00		$ -		100%	100%	$ 1,500.00		$ -
	Well Destruction	1	LS	$ 4,200.00	$ 4,200.00		$ -		100%	100%	$ 4,200.00		$ -
8	**Well #1 Equipment, Piping, and Appurtenances**			**$ 20,000.00**									
	Well #1 Pump	1	LS	$ 7,500.00	$ 7,500.00		$ -		100%	100%	$ 7,500.00		$ -
	Well #1 Piping and Appurtenances	1	LS	$ 8,000.00	$ 8,000.00		$ -		100%	100%	$ 8,000.00		$ -
	Installation	1	LS	$ 4,500.00	$ 4,500.00		$ -		100%	100%	$ 4,500.00		$ -
9	**Well #3 Equipment, Piping, and Appurtenances**			**$ 17,500.00**									
	Well #3 Pump	1	LS	$ 5,000.00	$ 5,000.00		$ -		100%	100%	$ 5,000.00		$ -
	Well #3 Piping and Appurtenances	1	LS	$ 8,000.00	$ 8,000.00		$ -		100%	100%	$ 8,000.00		$ -
	Installation	1	LS	$ 4,500.00	$ 4,500.00		$ -		100%	100%	$ 4,500.00		$ -
10	**Chlorination Equipment and Eye Wash Station**			**$ 17,000.00**									
	Chlorination Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -		100%	100%	$ 5,000.00		$ -
	Eye Wash Station	1	LS	$ 5,000.00	$ 5,000.00		$ -		100%	100%	$ 5,000.00		$ -
	Installation	1	LS	$ 2,000.00	$ 2,000.00		$ -		100%	100%	$ 2,000.00		$ -
	Drainage Sump	1	LS	$ 5,000.00	$ 5,000.00		$ -		100%	100%	$ 5,000.00		$ -
11	**Slabs and Fiberglass Housings for Well and Chlorination Equipment**			**$ 50,000.00**									
	Concrete Slabs for Wells	1	LS	$ 2,500.00	$ 2,500.00		$ -		100%	100%	$ 2,500.00		$ -
	Concrete Slab for Chlorination Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -		100%	100%	$ 5,000.00		$ -
	Fiberglass Housing for Wells	1	LS	$ 15,000.00	$ 15,000.00	100%	$ 15,000.00			100%	$ 15,000.00		$ -
	Fiberglass Housing for Chlorination Equipment	1	LS	$ 20,000.00	$ 20,000.00	100%	$ 20,000.00			100%	$ 20,000.00		$ -
	Installation	1	LS	$ 7,500.00	$ 7,500.00	100%	$ 7,500.00			100%	$ 7,500.00		$ -
12	**Perimeter Fencing and Gate**	1	LS	**$ 15,000.00**	**$ 15,000.00**	5%	$ 750.00		95%	100%	$ 15,000.00		$ -
13	**Electrical and Controls System**			**$ 250,000.00**									
	Electrical Mobilization	1	LS	$ 7,000.00	$ 7,000.00		$ -		100%	100%	$ 7,000.00		$ -
	Power Panel - Material	1	LS	$ 26,500.00	$ 26,500.00		$ -		100%	100%	$ 26,500.00		$ -
	Power Panel - Labor	1	LS	$ 15,500.00	$ 15,500.00		$ -		100%	100%	$ 15,500.00		$ -
	Light Fixtures - Materials	1	LS	$ 2,500.00	$ 2,500.00		$ -		100%	100%	$ 2,500.00		$ -
	Light Fixtures - Labor	1	LS	$ 2,500.00	$ 2,500.00		$ -		100%	100%	$ 2,500.00		$ -

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): City of Rio Dell Metropolitan Wells Redevelopment Project

Application Period: 10/1/2017 - 10/31/2017

Application Number: 9

Application Date: 10/31/2017

Bid Item No	Description	Item Quantity	Units	Unit Price ($)	Total Value of Item ($)	Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored	Quantity Previous Period	Quantity Complete to Date	Value of Work to Date ($)	Quantity Remaining %	Value of Work Remaining ($)
	Instrumentation & Controls - Materials	1	LS	$ 103,000.00	$ 103,000.00		$ -		100%	100%	$ 103,000.00		$ -
	Instrumentation & Controls - Labor	1	LS	$ 35,500.00	$ 35,500.00	5%	$ 1,775.00		95%	100%	$ 35,500.00		$ -
	Trenching and Backfill and Conduits - Materials	1	LS	$ 26,500.00	$ 26,500.00		$ -		100%	100%	$ 26,500.00		$ -
	Trenching and Backfill and Conduits - Labor	1	LS	$ 31,000.00	$ 31,000.00		$ -		100%	100%	$ 31,000.00		$ -
14	Single Vessel Greensand Filter Packaged Water Treatment System at 300 gpm			$ 310,000.00									
	Equipment Submittals	1	LS	$ 31,012.41	$ 31,012.41		$ -		100%	100%	$ 31,012.41		$ -
	Equipment Fabrication	1	LS	$ 72,362.30	$ 72,362.30		$ -		100%	100%	$ 72,362.30		$ -
	Equipment Delivered	1	LS	$ 103,374.71	$ 103,374.71		$ -		100%	100%	$ 103,374.71		$ -
	Freight	1	LS	$ 9,317.46	$ 9,317.46		$ -		100%	100%	$ 9,317.46		$ -
	Installation	1	LS	$ 80,240.29	$ 80,240.29		$ -		95%	95%	$ 76,635.88	20%	$ [illegible]
	Startup	1	LS	$ 13,692.83	$ 13,692.83		$ -		100%	100%	$ 13,692.83		$ -
15	CMU Treatment and Controls Building			$ 170,000.00									
	Excavation and Subgrade Prep	1	LS	$ 25,000.00	$ 25,000.00		$ -		100%	100%	$ 25,000.00		$ -
	Concrete Foundation	1	LS	$ 50,000.00	$ 50,000.00		$ -		100%	100%	$ 50,000.00		$ -
	CMU	1	LS	$ 45,000.00	$ 45,000.00		$ -		100%	100%	$ 45,000.00		$ -
	Louvers and Vents	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Roof Structure	1	LS	$ 30,000.00	$ 30,000.00		$ -		100%	100%	$ 30,000.00		$ -
	Doors	1	LS	$ 10,000.00	$ 10,000.00		$ -		100%	100%	$ 10,000.00		$ -
	Painting	1	LS	$ 6,000.00	$ 6,000.00		$ -		100%	100%	$ 6,000.00		$ -
16	Clear Well Booster Pumps and Motors	2	EA	$ 43,000.00									
	Clear Well Booster Pumps and Motors	2	EA	$ 36,000.00	$ 72,000.00		$ -		100%	100%	$ 72,000.00		$ -
	Installation	2	EA	$ 4,500.00	$ 9,000.00		$ -		100%	100%	$ 9,000.00		$ -
	Painting	2	EA	$ 3,000.00	$ 6,000.00		$ -		100%	100%	$ 6,000.00		$ -
17	Site Piping, Valves, and Appurtenances			$ 15,000.00									
	Raw Water Piping	1	LS	$ 7,000.00	$ 7,000.00		$ -		100%	100%	$ 7,000.00		$ -
	Potable Water Piping	1	LS	$ 5,000.00	$ 5,000.00		$ -		100%	100%	$ 5,000.00		$ -
	Backwash Piping	1	LS	$ 3,000.00	$ 3,000.00		$ -		100%	100%	$ 3,000.00		$ -
18	Site Gravel	1	LS	$ 11,000.00	$ 11,000.00		$ -		100%	100%	$ 11,000.00		$ -
19	Gravel Driveway	1	LS	$ 13,000.00	$ 13,000.00		$ -		100%	100%	$ 13,000.00		$ -
20	Clear Well Cleaning, Disinfection, and Recoating			$ 5,000.00									
	Clear Well Cleaning	1	LS	$ 3,000.00	$ 3,000.00		$ -		100%	100%	$ 3,000.00		$ -
	Clear Well Disinfection	1	LS	$ 1,000.00	$ 1,000.00		$ -		100%	100%	$ 1,000.00		$ -
	Clear Well Recoating	1	LS	$ 1,000.00	$ 1,000.00		$ -		100%	100%	$ 1,000.00		$ -
A-1	Paved Driveway	1	LS	$ 11,000.00	$ 11,000.00		$ -		100%	100%	$ 11,000.00		$ -
A-3	Double Vessel Greensand Filter Packaged Water Treatment System at 300 gpm each vessel (difference in cost from Base Bid Item 14)			$ 116,000.00									
	Equipment Submittals	1	LS	$ 11,604.65	$ 11,604.65		$ -		100%	100%	$ 11,604.65		$ -
	Equipment Fabrication	1	LS	$ 27,077.51	$ 27,077.51		$ -		100%	100%	$ 27,077.51		$ -
	Equipment Delivered	1	LS	$ 38,682.15	$ 38,682.15		$ -		100%	100%	$ 38,682.15		$ -
	Freight	1	LS	$ 1,486.54	$ 1,486.54		$ -		100%	100%	$ 1,486.54		$ -
	Installation	1	LS	$ 30,025.38	$ 30,025.38		$ -		98%	98%	$ 29,424.87	2%	$ 600.51
	Startup	1	LS	$ 5,123.77	$ 5,123.77		$ -		100%	100%	$ 5,123.77		$ -
A-4	Serpentine Chlorine Contact Pipe			$ 83,000.00									
	Piping	1	LS	$ 29,000.00	$ 29,000.00		$ -		100%	100%	$ 29,000.00		$ -
	Installation	1	LS	$ 59,000.00	$ 59,000.00		$ -		100%	100%	$ 59,000.00		$ -
A-5	Woven Geotextile Fabric Under Site Gravel and Driveway	1	LS	$ 8,700.00	$ 8,700.00		$ -		100%	100%	$ 8,700.00		$ -
CCO No. 1	Add additional 6" of aggregate base underneath the slab of the CMU Treatment & Controls building & driveway	1	LS	$ 6,267.59	$ 6,267.59		$ -		100%	100%	$ 6,267.59		$ -

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Progress Estimate - Unit Price Work

Contractor's Application

10/1/2017 - 10/31/2017

9

10/31/2017

For (Contract)	City of Rio Dell Metropolitan Wells Redevelopment Project
Application Period	10/1/2017 - 10/31/2017
Application Number	9
Application Date	10/31/2017

Item		Contract Information				Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored	Quantity Previous Period	Quantity Complete to Date	Value of Work to Date ($)	Quantity Remaining%	Value of Work Remaining ($)
Bid Item No	Description	Item Quantity	Units	Unit Price ($)	Total Value of Item ($)								
CCO No. 2	Replace the length of existing pipe from the tie-in location (Keynote 20 on Drawing C102) to the southern property line with new 6-inch C900 PVC pipe with bell restraints.	1	LS	$ 6,118.02	$ 6,118.02		$ -		100%	100%	$ 6,118.02		$ -
CCO No. 4		1	LS	$ 6,185.01	$ 6,185.01	100%	$ 6,185.01			100%	$ 6,185.01		$ -
CCO No. 5	This Change Order includes three portions of electrical work that were not part of the original contract.	1	LS	$ 1,621.83	$ 1,621.83	100%	$ 1,621.83			100%	$ 1,621.83		$ -
CCO No. 6	This Change Order includes three portions of electrical work that were not part of the original contract.	1	LS	$ 1,765.35	$ 1,765.35	100%	$ 1,765.35			100%	$ 1,765.35		$ -
	Totals				$ 1,324,957.80		$ 55,797.19			99.8%	$ 1,322,652.49	0.2%	$ 2,305.31

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City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
6233	10/12/2017	[0576] 101 AUTO PARTS	4 - LOCKWASHERS; 4 - CAP SCREWS 4 - CAP SCREWS; 4 - FLAT WASHERS 2 - MIRACLE WIPES; ARMOR ALL; ARMOR ALL WIPES; TARMINATOR STOPLIGHT BULB FOR 2008 FORD F-250 SUPER DUTY 3/4 TON PICKUP 2 - SPECIALIST PENET GUARDS	51.36
6208	10/05/2017	[6117] A-1 CLEANING SERVICE, LLC	MONTHLY CLEANING SERVICE FOR SEPTEMBER 2017	433.00
6209	10/05/2017	[4109] ACCESS HUMBOLDT	SL FRANCHISE OVERSIGHT ON BEHALF OF LFA'S PER AGREEMENT OF JUNE 1, 2008	270.00
6234	10/12/2017	[6038] ACCURATE TERMITE & PEST SOLUTIONS	BI-MONTHLY PEST CONTROL @ 675 WILDWOOD AVE MONTHLY RODENT CONTROL @ 475 HILLTOP DR	275.00
6210	10/05/2017	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR 3.12 SOFTWARE PACKAGE DOCSTAR USER LICENSES & SYSTEM SOFTWARE	343.08
6235	10/12/2017	[2224] AQUA BEN CORPORATION	HYDROFLOC 851 275 GAL TOTE	2,975.40
6211	10/05/2017	[6320] ASBURY ENVIRONMENTAL SERVICES	WASTE OIL DISPOSAL	120.00
6259	10/19/2017	[6320] ASBURY ENVIRONMENTAL SERVICES	USED METAL OIL & GASOLINE FILTERS DISPOSAL FIVE EMPTY DRUMS DISPOSAL	230.00
6212	10/05/2017	[3975] AT&T - 5709	PHONE EXPENSES FOR SEPTEMBER 2017	435.87
6277	10/25/2017	[3975] AT&T - 5709	INTERNET SERVICE 9/16/17 - 10/15/17	75.96
6260	10/19/2017	[2237] BANK OF AMERICA BUSINESS CARD	INTERNATIONAL CITY/COUNTY MGMT ASSOC - LIVE ONLINE SEMINAR ADOBE PRO DC MONTHLY SUBSCRIPTION AMAZON - FIVE CASES HAMMERMILL WHITE COPY PAPER - TO BE CREDITED, NEVER RECEIVED LODGING TO ATTEND WATER DISTRIBUTION TESTING ENGLUND MARINE - MISC STAINLESS STEEL CAP SCREWS & NUTS AIRFARE FOR TWO TO ATTEND AEROMOD OPERATOR TRAINING SCHOOL	2,206.97
6261	10/19/2017	[4937] CALIFORNIA DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING BILLING JULY THROUGH SEPTEMBER 2017	249.42
6262	10/19/2017	[3206] CALIFORNIA POLICE CHIEFS ASSOCIATION	ANNUAL MEMBERSHIP DUES 7/2017 - 6/2018	331.00
6236	10/12/2017	[5330] CAPITAL ONE COMMERCIAL	SIX CASES WHITE COPY PAPER; ONE PACK SMALL BINDER CLIPS; POST-IT SELF STICK NOTES	227.64
6278	10/25/2017	[5330] CAPITAL ONE COMMERCIAL	TRASH BAGS; COFFEE; 8 OZ HOT CUPS	37.09
6237	10/12/2017	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR OCTOBER 2017 LAB TESTING FOR JULY THROUGH SEPTEMBER 2017	4,425.00
6238	10/12/2017	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 9/29/17	120.00
6279	10/25/2017	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 10/13/17	120.00
6239	10/12/2017	[2283] COASTAL BUSINESS SYSTEMS	MURATEC 2550 COPIER MAINTENANCE AGREEMENT 9/29/17 - 9/29/18	675.06
6240	10/12/2017	[5944] COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL SERVICES FOR SEPTEMBER 2017	35.00

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
6213	10/05/2017	[3883] DARRYL J SELBY DBA SUPERIOR INSTALLS	EQUIPMENT FOR NEW POLICE VEHICLE	2,465.00
6280	10/25/2017	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR NOVEMBER 2017	274.50
6214	10/05/2017	[5127] DELTA DENTAL	DENTAL INSURANCE FOR NOVEMBER 2017	2,741.58
6215	10/05/2017	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR SEPTEMBER 2017	356.55
6241	10/12/2017	[6300] MATTHEW M ENGLEMAN	CLOTHING ALLOWANCE REIMBURSEMENT	130.19
6242	10/12/2017	[6165] JOSEPH R ENGLISH	MEALS PER DIEM & PARKING FEES TO ATTEND AEROMOD OPERATOR TRAINING SCHOOL MILEAGE & MEALS PER DIEM TO ATTEND WW GRADE II OPERATOR EXAM	347.03
6281	10/25/2017	[6165] JOSEPH R ENGLISH	LODGING REIMBURSEMENT TO ATTEND WW GRADE II OPERATOR EXAM	120.96
6282	10/25/2017	[3385] EVANS MECHANICAL (1)	HEATER REPAIR	97.00
6283	10/25/2017	[2394] FEDEX	SHIPPING CHARGES FOR WWTP ANALYZERS & SEWER CAMERA	161.37
6216	10/05/2017	[5989] FIDELITY NATIONAL TITLE COMPANY	TITLE REPORT FEES FOR METROPOLITAN WELLS SITE APN 205-111-027	400.00
6217	10/05/2017	[2407] FORBUSCO LUMBER	20 - #550 8' CLEAR CORRUGATED ROOFING; 2 - 10' UNIVERSAL RIDGE;1.5 25 LB BOX 1" SCREWS; 4 - 8' WIGGLE MOLDING 4 - 8' WIGGLE MOLDING 25 LB BOX 1" SCREWS 3.5 C IRON V115	431.70
6218	10/05/2017	[2405] FORTUNA ACE HARDWARE	PATCH HYDROL CEMENT; 14 CLIP WIRE ROPE 3/16" GALV; STAINLESS STEEL CLEANER; FELX SEAL LIQUID; FLEX TAPE 4"X5' WIRE; 60 EA BULK WIRE 7 EA THIMBL WIRE ROPE 3/16 GALV	171.16
6243	10/12/2017	[2405] FORTUNA ACE HARDWARE	PIPE & MISC FITTINGS	183.85
6284	10/25/2017	[2405] FORTUNA ACE HARDWARE	2 EA PROFESSIONAL RESPIRATORS; 75' CONTRACTOR HOSE; 12# PATCH HYDROL CEMENT 8 BAGS 80# CONCRETE MIX 6 BAGS 80# CONCRETE MIX 2 EA GALV PLUGS 34 EA PLUMBING TUBING	294.66
6244	10/12/2017	[2414] FRANCHISE TAX BOARD	EARNINGS WITHHOLDING ORDER FOR TAXES FOR PPE 9/29/17	250.00
6285	10/25/2017	[2414] FRANCHISE TAX BOARD	EARNINGS WITHHOLDING ORDER FOR TAXES FOR PPE 10/13/17	250.00
6219	10/05/2017	[5052] GHD, INC	ENGINEERING SERVICES FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT ENGINEERING SERVICES FOR WATER TREATMENT PLANT BACKWASH DRAIN REALIGNMENT PROJECT ENGINEERING SERVICES FOR METROPOLITAN WELLS REDEVELOPMENT PROJECT - CONSTRUCTION PHASE	42,272.65

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
6245	10/12/2017	[5052] GHD, INC	ENGINEERING SERVICES FOR TEASLEY MINOR SUBDIVISION REVIEW ENGINEERING SERVICES FOR EEL RIVER SAWMILL SITE CANNABIS BUSINESS WATER ISSUES ENGINEERING SERVICES FOR MEDIAN REMOVAL REVIEW & PAVING CONSTRUCTION INSPECTION ENGINEERING SERVICES FOR TAC MEETINGS & TRANS PLANNING ENGINEERING SERVICES TO PREPARE & PRESENT AT COUNCIL MEETING	4,306.75
6275	10/19/2017	[5052] GHD, INC	PA&ED FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT PA&ED FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT PA&ED FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT	39,920.64
6220	10/05/2017	[4099] HARPER MOTORS	2017 FORD POLICE INTERCEPTOR SEDAN	26,368.66
6246	10/12/2017	[4099] HARPER MOTORS	INSTALL SOCKET & WIRE ASSEMBLY - LAMP ON 2014 FORD EXPLORER	681.83
6286	10/25/2017	[2457] HUMBOLDT COUNTY CLERK-RECORDER	OFFICIAL DOCUMENT COPIES	10.00
6221	10/05/2017	[2461] HUMBOLDT COUNTY TAX COLLECTOR	2017/2018 PROPERTY TAX ASSEESSMENT #: 205-111-039	2,384.92
6287	10/25/2017	[2471] HUMBOLDT WASTE MANAGEMENT AUTHORITY	ASBESTOS PIPE DISPOSAL	184.21
6288	10/25/2017	[2485] INDUSTRIAL ELECTRIC	2 NEMA SIZE 1 STARTER 12V COIL; 6 GE O/L HEATERS	831.70
6289	10/25/2017	[6146] JOHNSON, JASON & MELISSA	CUSTOMER DEPOSIT REFUND	214.63
6263	10/19/2017	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR NOVEMBER 2017	17,168.41
6264	10/19/2017	[2501] KEENAN SUPPLY	3 EA ROMAC FLNG COUPLING ADAPTERS; 4 EA FLNG BOLT & NUT KITS 6 DI STD BLIND FLNG ROMAC DOUBLE STRAP SERVICE SADDLE	1,234.41
6290	10/25/2017	[2501] KEENAN SUPPLY	4 EA SS FLNG BOLT & NUT KITS AYM MIPXFIP LEAD FREE CORP STOP 8 EA 1/8 RED RUBBER FULL FACE GASKETS; 2 EA 6X2 TAP BLIND FLNG; 2 EA 150 IMP GALV MI SQ HEAD PLUGS	624.75
6222	10/05/2017	[5806] LEWIS, CANDICE & BLAKE, JOSEPH	CUSTOMER DEPOSIT REFUND	9.31
6223	10/05/2017	[3099] MARIAN BRADY DESIGN	RECONSTRUCTION OF OVAL FOR CITY LOGO	75.00
6276	10/24/2017	[6307] MCCAULEY, DAN	SECOND 50% PAYMENT FOR FIRST SCULPTURE DELIVERED & INSTALLED	2,000.00
6265	10/19/2017	[2546] MERCER FRASER CO., INC.	2.55 TONS ASPHALT CONCRETE	229.64
6291	10/25/2017	[2546] MERCER FRASER CO., INC.	2.5 GA SS1 EMULSION OIL	51.54
6224	10/05/2017	[2551] MIRANDA'S ANIMAL RESCUE	ANIMAL CONTROL FOR SEPTEMBER 2017	1,000.00
6247	10/12/2017	[4908] MITCHELL BRISSO DELANEY & VRIEZE	LEGAL SERVICES FOR SEPTEMBER 2017 LEGAL SERVICES FOR SEPTEMBER 2017 LEGAL SERVICES FOR SEPTEMBER 2017 LEGAL SERVICES FOR SEPTEMBER 2017 LEGAL SERVICES FOR SEPTEMBER 2017	3,804.32
6248	10/12/2017	[4360] MODERN MARKETING, INC	FIVE BLOODBORNE PATHOGEN CLEAN UP KITS	351.77

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
6266	10/19/2017	[4360] MODERN MARKETING, INC	TEN TRANZPORT HOODS	169.58
6292	10/25/2017	[6341] NCL OF WISCONSIN, INC.	TWO GLASS FIBER FILTERS	169.36
6225	10/05/2017	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY; TOTAL COLIFORM BACTERIA 3X5	180.00
6249	10/12/2017	[2569] NORTH COAST LABORATORIES, INC.	NITRATE AND/OR NITRITE; TOTAL DISSOLVED SOLIDS	165.00
6267	10/19/2017	[6100] NORTHERN CALIFORNIA GLOVE	SAFETY GLASSES; GLOVES; FULL FACE RESPIRATORS	584.75
6226	10/05/2017	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR OCTOBER 15,2017 THROUGH NOVEMBER 15, 2017	1,140.00
6250	10/12/2017	[4393] NYLEX.net. Inc.	GATEWAY STANDARD PACKAGE ANNUAL SUBSCRIPTION FEE FOR OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018	580.00
6268	10/19/2017	[4393] NYLEX.net. Inc.	FIVE AXIOM MOBILE-S SERIES ISB 3 HD 1TB 2.5" BACKUP DRIVES	798.61
6269	10/19/2017	[2603] PG&E	UTILITY EXPENSES FOR SEPTEMBER 2017	21,328.94
6293	10/25/2017	[5705] PIERCEALL, SHELBY	CUSTOMER DEPOSIT REFUND	203.33
6227	10/05/2017	[6292] ETHAN S PURVIS	CLOTHING ALLOWANCE REIMBURSEMENT	384.07
6251	10/12/2017	[6292] ETHAN S PURVIS	MEALS PER DIEM TO ATTEND AEROMOD OPERATOR TRAINING SCHOOL MILEAGE & MEALS PER DIEM TO ATTEND WW GRADE III OPERATOR EXAM	323.11
6294	10/25/2017	[6292] ETHAN S PURVIS	REIMBURSEMENT FOR MOVING EXPENSES PER CONTRACT	261.80
6252	10/12/2017	[4338] QUILL CORPORATION	SIX BOXES MEDIUM BINDER CLIPS ONE BOX LEGAL SIZE FASTENER FILE FOLDERS; ONE PACK SCOTCH MAGIC TAPE	78.54
6295	10/25/2017	[4338] QUILL CORPORATION	ONE DOZEN FINE POINT GEL INK PENS; SAMSUNG BLACK TONER CARTRIDGE LASER BLANK TOP CHECKS	157.00
6296	10/25/2017	[6324] REMINGTON, JACQUELINE	CUSTOMER DEPOSIT REFUND	195.08
6228	10/05/2017	[2657] RIO DELL EMPLOYEES ASSOC	DUES FOR QUARTER ENDING 9/30/17	76.00
6297	10/25/2017	[2660] RIVER LODGE CONFERENCE CENTER	FACILITY FEE RENTAL FOR INTERVIEW PANEL	140.00
6298	10/25/2017	[2664] ROGERS MACHINERY INC	INSTALLATION OF NEW ROTATING ASSEMBLY & VALVES; INSTALLATION OF PUMPS AT PAINTER STREET INSTALL NEW BASIC PUMP ON AIR COMPRESSOR	3,821.30
6253	10/12/2017	[3371] ROTO-ROOTER	PUMP OUT WASTEWATER LIFT STATION @ PAINTER ST	1,050.00
6271	10/19/2017	[2694] SHELL OIL CO.	PD FUEL EXPENSES FOR SEPTEMBER 2017 PW FUEL EXPENSES FOR SEPTEMBER 2017 PD FUEL EXPENSES FOR OCTOBER 2017 PW FUEL EXPENSES FOR OCTOBER 2017	2,571.02
6254	10/12/2017	[2693] SHELTON'S AUTO LUBE	FULL OIL CHANGE SERVICE PLUS EXTRA OIL FOR 2017 FORD POLICE INTERCEPTOR	56.16
6272	10/19/2017	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR SEPTEMBER 2017	96.40
6273	10/19/2017	[4570] SHRED AWARE	SHREDDING	70.00
6299	10/25/2017	[4699] SIERRA CHEMICAL CO	CONTAINER DEPOSIT REFUND CONTAINER DEPOSIT REFUND 2 - SODIUM BISULFITE 25% SOLUTION 330 GAL TOTE; CONTAINER DEPOSIT; SIERRA PURE CHLOR 12.5% 330 GAL TOTE; MILL ASSESSMENT FEE-BLEACH SODIUM BISULFITE 25% SOLUTION 330 GAL TOTE; CONTAINER DEPOSIT	4,921.97

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
6255	10/12/2017	[2682] SMALL CITIES ORGANIZED RISK EFFORT (SCORE)	QUARTERLY PREMIUM FOR WORKER'S COMPENSATION INSURANCE 10/1/17 - 12/31/17	19,878.77
6229	10/05/2017	[5506] SOUND ADVICE	AUDIO ELECTRONICS IN COUNCIL CHAMBERS	3,462.18
6300	10/25/2017	[2709] STAPLES DEPT. 00-04079109	1 PACK EA RED, BLACK, BLUE BALLPOINT PENS	45.63
6230	10/05/2017	[2710] STARPAGE	PAGING SERVICE 10/117 - 10/31/17	12.95
6231	10/05/2017	[2724] STATE WATER RESOURCES CONTROL BOARD	CLEAN WATER STATE REVOLVING FUND FINANCING AGREEMENT # C-06-7401-110, CONTRACT # 11837-550-0, ACCOUNTS RECEIVABLE #11837-17-4	302,933.39
6274	10/19/2017	[2712] STEVE'S SEPTIC SERVICE, LLC	PUMPING-MAN-HOLE AT PAINTER ST LIFT STATION	3,325.00
6232	10/05/2017	[2319] SUDDENLINK	MONTHLY BROADBAND 10/1/17-10/31/17	263.97
6256	10/12/2017	[2319] SUDDENLINK	INTERNET SERVICE 10/10/17 - 11/9/17	134.95
6257	10/12/2017	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 9/29/17	4,944.28
6301	10/25/2017	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 10/13/17	4,969.28
6302	10/25/2017	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR NOVEMBER 2017	368.24
6258	10/12/2017	[6037] WELLS FARGO VENDOR FIN SERV	XEROX COPIER PAYMENT FOR OCTOBER 2017	481.02
6303	10/25/2017	[2787] WYCKOFF'S	1" GALV MALLEABLE PLUG	2.15
6304	10/25/2017	[2792] ZUMAR INDUSTRIES, INC.	TWO HIKING SYMBOL ACCESS SIGNS; TWO PEDESTRIAN ACCESS ONLY SIGNS	220.75
6305	10/31/2017	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF OCTOBER 2017	361.98
Total Checks/Deposits				**546,964.10**

9424160	10/16/2017	WITHDRAWALS	BANK ANALYSIS FEE FOR OCTOBER 2017.	(79.11)
256742	10/06/2017	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE FOR OCTOBER 2017	(254.70)
376-832	10/10/2017	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 09/29/2017	(1,994.17)
716836	10/10/2017	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 09/29/2017	(11,492.66)
1000105421	10/12/2017	WITHDRAWALS	DEPOSITED ITEM RETURNED	(121.48)
1000101022	10/18/2017	WITHDRAWALS	DEPOSITED ITEM RETURNED	(290.00)
577-408	10/23/2017	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/13/2017	(1,813.03)
1172051	10/23/2017	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 10/13/2017	(10,797.14)
Total EFT's/Bank Withdrawals				**(26,842.29)**

10/3/2017	TRX TO PR	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 09/29/2017	(28,312.06)
10/17/2017	TRX TO PR	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/13/2017	(27,320.92)
10/31/2017	TRX TO PR	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/27/2017	(26,650.10)
Total Transfer Between Accounts				**(82,283.08)**

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

November 21, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approve Amendment to Scope of Services for Sanitary Sewer Evaluation Study (SSES) as Approved Under Resolution No. 1352-2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the amendment.

BACKGROUND AND DISCUSSION

On August 15, 2017 the City Council adopted Resolution No. 1352-2017 approving a Scope of Services for City Engineering firm GHD Inc. to submit on behalf of the City a grant application and to perform an SSES. The SSES is necessary to comply with State regulations.

The scope originally submitted by GHD to the City included a duplicate numbered task (Task 8) that resulted in a task being left out of the budget. The difference is $25,000 which shows up in the new Task 10 in the revised scope. The grant application will include these additional funds and there is no City cost associated with this amendment.

ATTACHMENTS

1. Prior Approved Scope
2. Amended Scope

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Agreement Between the
City of Rio Dell
and
GHD Inc.
for
Development of a Sanitary Sewer Evaluation Study (SSES)

INTRODUCTION

This agreement is based on a prime agreement between the City of Rio Dell and GHD Inc. dated June 14, 2013 and Attachment A for City Engineering Services dated January 15, 2016. All provisions of those agreements apply to this agreement unless noted otherwise in this agreement.

SCOPE OF SERVICES

The City of Rio Dell is subject to the requirements of the Regional Board and a Sanitary Sewer Evaluation Study (SSES) can be used to identify the sources of Inflow and Infiltration (I/I) and determine at what level it is cost effective to reduce I/I versus conveying and treating it, and what is necessary to prevent future sanitary sewer overflows due to collection system capacity issues. The intent of this scope is to help the City decide the best way to manage I/I based on the particular circumstances of the City and the uniqueness of subareas of the collection system. It is anticipated that I/I issues will vary across the City and that a variety of solutions may be appropriate to address specific issues identified.

I/I is caused by direct and indirect surface stormwater inflow into the collection system as well as seasonally high groundwater infiltrating into the collection system. The evaluation of I/I issues therefore must consider the wastewater collection system as well as stormwater issues that affect I/I.

It should be recognized that I/I management will be an ongoing process and that the City should be regularly engaged in evaluating I/I issues and implementing I/I management projects. This is an ongoing part of collection and treatment system management. Changes in the collection system configuration, aging of infrastructure, changes in community characteristics, available conveyance and treatment capacity, regulations, and other factors have an ongoing influence on I/I and appropriate management strategies to address I/I issues. The City will need to continually address I/I issues as part of routine operations, maintenance, and upgrade of the system.

The first task under this scope of services provides the necessary support to submit a competitive application for planning funding available under the Clean Water State Revolving Fund (CWSRF) administered by the State Water Resources Control Board (SWRCB). With the passage of Proposition 1, the SWRCB was provided $230 million in grant funds awarded through the CWSRF in addition to the annual federal allocations that fund the CWSRF program. This creates an opportunity for the City to apply for and obtain grant funds that are not typically available. Upon potential award of funding, subsequent tasks in this scope will be completed by GHD to develop the SSES using funding obtained from the CWSRF program. This will help

identify City collection system priorities and position the City to apply for funding to complete system upgrades.

Scope of Services

The following tasks define our scope of services:

Task 1- CWSRF Application to Fund the SSES

GHD will work with the City to develop and submit a planning application under the CWSRF to fund the subsequent tasks under this Scope of Services. GHD will work with the City to develop the application package consisting of project information, proposed schedule, managerial information, technical package, environmental package, financial security package, and supporting documentation. GHD will provide the City with guidance on information to be generated by the City in support of the application package that will be assembled by GHD for City submission.

The application for funding is anticipated to provide the funding to complete the SSES as outlined in the subsequent tasks in this scope.

Deliverables:

- Draft Application Package, Including Scope and Budget for CSD Review
- Final Application Package Incorporating District Comments for Submission to the SWRCB

Assumptions:

- GHD will develop the Application Package at no fee to the City
- GHD does not guarantee grant award
- The City will provide GHD requested information for the funding application in a timely manner, including financial audits, rate information, budget and capital improvement planning information

If funded, then GHD is authorized to proceed with the following tasks that will be completed and paid for with CWSRF funds.

Task 2: Background Research and Consultations with City

This task consists of a review of record drawings, GIS mapping information, past studies and evaluations, as well as consultations with the City to evaluate existing information regarding I/I issues throughout the City. GHD files will be researched for recent relevant data, reports, and other information related to stormwater, wastewater, and I/I issues. The City will provide additional available documents and information including the most recent GIS layers, reports,

smoke testing information, TV inspections, wastewater plant flow records, pump station operational records, collection system flow monitoring data, maintenance records, and other relevant collection system information. In addition, GHD and City staff will discuss collection system issues during wet weather and other relevant information not included in written reports. The focus of this effort will be to summarize work already completed and to help identify priority areas of the collection system.

Deliverables:

- No separate deliverable will be developed for this task, but rather this information will be used to focus study efforts and a summary of information reviewed will be incorporated into the final SSES report.

Assumptions:

- City to provide available background reports and reference materials.
- City to provide flow records

Task 3: Update Collection System Mapping and Analysis

The City's existing GIS will be updated based on the information collected under Task 2. The GIS will be used to identify collection system sub basins and to consider potential I/I issues by sub basin. The results will be used to help prioritize areas for additional analysis and field investigations and to then document the results in the GIS. The GIS files will be updated throughout the development of the SSES.

Deliverables:

- Updated GIS files at conclusion of SSES project

Assumptions:

- City to verify GHD has the most current collection system GIS data
- City to provide additional hard copy data for collection system improvements that are not included in the GIS data.

Task 4: Pump Station Evaluation

The City operates several wastewater pump stations and force mains that convey flows to downstream gravity sewer segments. High I/I flows cause pump stations to cycle more frequently and to run more than one pump. Data from the pump stations can be used to help evaluate flows from upstream areas. With accurate discharge pressure gauges and pump curves, the pump flow can be determined when flow meters are not installed. Also run time can

also provide useful insights. GHD will evaluate data provided by the City and will work with the City to collect additional field data during wet and dry periods to help characterize upstream area flows. In addition, the effects that wet weather flows have on downstream piping systems will be considered as it relates to surcharging and the potential for overflows.

The results of the pump station evaluations will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open pump stations for visual inspections
- City to provide pump station operational data
- City to provide pump curves
- City to install discharge pressure gauges if none currently installed or accurate and conduct flow tests

Task 5: Develop and Implement Focused Flow Monitoring Strategy

The better characterize I/I issues within the collection system, flow monitoring will be implemented at selected strategic locations. Based on the system mapping and identification of sub basins and initial characterization of I/I issues, flow monitoring will be focused on priority areas. Potential manholes for installation of temporary flow logging equipment will be identified based on location within a subbasin, manhole hydraulics, accessibility, and other factors. Several key manholes will be selected for installation of flow logging equipment to gather quantitative information on flow that can then be correlated to rainfall information. Manholes for flow monitoring should be flow through manholes that do not have junctions of pipes within the manhole. The number selected will depend on a number of factors including how many manholes with appropriate characteristics are available for monitoring. Also, additional manholes will be identified for visual observation of flows during wet and dry periods. Since these manholes are for visual observation, junction manholes can be appropriate for visual inspection and the general flow characteristics can be noted. It is assumed that City staff are available to open manholes for inspection.

The results of the flow monitoring, both numerical flow logging and visual inspections will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection

Task 6: Develop and Implement Focused Smoke Testing Strategy

To further characterize I/I issues within the collection system, smoke testing will be completed in several strategic locations. The locations will be selected based on evaluation of existing background information and flow monitoring results to help to identify potential I/I issues. The number of locations selected will depend on a number of factors and the potential value anticipated to be gained through the exercise. Depending on early findings in the SSES study, the effort budgeted for this task may be applied to other aspects of the analysis of the collection system to improve the outcomes. GHD will work with the City who will provide notification to residents who may be affected by smoke testing.

The results of the smoke testing will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection and smoke testing
- City to provide notification to residents potentially affected by smoke testing.

Task 7: Develop and Implement Focused TV inspection Strategy

To further characterize I/I issues within the collection system, TV inspections will be completed in several strategic locations. The locations will be selected based on evaluation of existing background information and flow monitoring results and smoke testing results to help to identify potential I/I issues. The number of locations selected will depend on a number of factors and the potential value anticipated to be gained through further TV inspections. Depending on early findings in the SSES study, the effort budgeted for this task may be applied to other aspects of the analysis of the collection system to improve the outcomes.

The results of the TV inspections will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection

Task 8: Evaluation of Selected Stormwater Management Issues Contributing to I/I

The source of water contributing to I/I is seasonally high groundwater and surface stormwater. Based on previous experience in Rio Del, surface stormwater is understood to be a significant contributor to I/I. Poor drainage in areas of the City causes ponding and flooding leading to I/I. Attempting to keep this ponded water out of the sewer system is one potential approach, but experience has shown that the problem of ponding stormwater needs to be addressed as well. Therefore this task is based on working with City staff to identify the areas of the City where stormwater ponding and flooding has been historically problematic and is in the vicinity of wastewater pipes and is directly contributing to I/I. Strategies will be developed to reduce stormwater flooding and ponding so as to reduce the potential for stormwater to directly enter the wastewater collection system. This evaluation will include focused local area evaluations and modeling to consider options for addressing stormwater management issues that contribute to I/I. It is envisioned that stormwater management will be one of the overall I/I management strategies to be considered as part of the I/I management program.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to provide information on areas prone to stormwater flooding and ponding that can contribute to I/I issues

Task 8: Hydraulic Modeling of Selected Collection System Segments

Based on the work of the previous tasks, it is anticipated that several segments of the collection system will warrant focused hydraulic modeling to better understand the characteristics of critical segments and how I/I reduction affects surcharging, overflows, and other potential hydraulic

issues. The intent is not to model the entire collection system, but rather to develop focused hydraulic models of selected collection system segments to evaluate potential benefits of I/I reduction strategies. The hydraulic models will be calibrated with flow monitoring data as available.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection

Task 9: Consideration of I/I Reduction Strategies

Based on the work of the previous tasks, it is anticipated that a number of strategies for I/I reduction and management will be available to the City. Since the collection system has a variety of characteristics, it is anticipated that the most appropriate strategies will vary across the City. Ultimately, the goal is to apply a series of focused strategies within the collection system over time in a prioritized fashion resulting in effective management of I/I. The tactics may include physical improvements, management approaches, policies, and other approaches.

Under this task we envision considering the issues and opportunities by sub basin within the collection system. Physical improvements to address existing problem areas will be a central theme, while management and policy issues will be considered as well to help with long term I/I management. Reducing I/I from the source will be balanced with conveyance and treatment of I/I to consider an overall management framework rather than simply a reduction framework.

This task is intended to be a collaborative evaluation between GHD and City Staff with the input of the regulatory framework, and consideration of the interests of other stakeholders. Working with the City GHD will present the issues and opportunities by subbasin and will develop qualitative comparisons and consideration of relative costs per volume of I/I reduction. This will help frame the issues and opportunities and will be used to screen options to then be included in the overall SSES report recommendations and implementation strategy.

Deliverables:

- Interim summaries to be used to evaluate issues and opportunities with the city
- Final findings and recommendations will be included in the SSES report

Assumptions:

- City staff to be actively engaged in the development and consideration of I/I issues and opportunities and the development of preferred strategies to manage I/I

Task 10: Development of SSES Report of Findings and Recommendations

Based on the work of the previous tasks, an overall SSES report will be prepared. The purpose of the report is to provide a summary of the background information reviewed, the additional fieldwork conducted, findings of the field work, options considered with the City, overall findings, and recommendations for I/I strategy implementation. The overall recommendations will be the main focus with a summary of prioritized capital improvement projects, approximate order of magnitude costs of near term elements, and recommended timeframes. It is also anticipated that management and policy recommendations will accompany recommended capital improvements.

The SSES report is intended to be a longer term guidance document to help the City make near term improvements as well as to help management I/I issues over the long term. During the development of the SSES report, it is envisioned there will be regular engagement with City staff and summary presentations at several City Council meetings to provide status updates and to receive direction from the City.

Deliverables:

- Draft and Final SSES Report of Findings and Recommendations
- Updated GIS files including relevant information gathered during the study
- Two City Council presentations

Assumptions:

- City staff to be actively engaged in the development of findings and selection of preferred approaches to manage I/I
- Any implementation work including securing of additional funding, alternative refinement and development, CEQA, special studies, and other permitting, surveying, geotechnical work, and right of way, design, and other services would be completed under a separate scope and budget.

Task 11: Project Administration & Grant Reporting Assistance

In this task, GHD will support the City with grant administration by assisting with quarterly progress reporting detailing the status of the project scope and schedule. It is anticipated the City will have a separate budget for grant administration under the grant. GHD will provide grant project deliverables to the City to be submitted to the SWRCB. GHD will assist with development of grant close out documents the City will submit to the grant agency. Also under this Task, GHD will coordinate with the City on overall grant and project management, including regular check ins on the status of the project, on-going activities, and council updates.

Deliverables:

- Quarterly Progress Updates
- Final Grant Close Out Documentation

Assumptions:

- The City will compile and submit all quarterly progress reports and reimbursement requests to the SWRCB

SCHEDULE

The technical work of developing the SSES will need to span both wet weather and dry weather conditions to allow for the collection of relevant field information for analysis. It is anticipated that the overall project including collaboration with City staff to develop preferred approaches and the preparation of the SSES report can be completed within one (1) year of receiving the notice to proceed from the City after the CWSRF funding is secured.

COMPENSATION

The above scope will be completed on a lump sum fee of $395,000 based on the task allocations presented in the table below. GHD reserves the right to move funds between tasks without exceeding the total budget. Invoices will be prepared monthly based on the percentage of services performed. Invoices are due and payable by the District within 30 days of receiving compensation from SWRCB.

Task Description		FEE
Task 1	CWSRF Planning Application for Fund the SSES	$0
Task 2	Background Research and Consultation with City	$15,000
Task 3	Update Collection System Mapping and Analysis	$40,000
Task 4	Pump Station Evaluation	$25,000
Task 5	Develop and Implement Focused Flow Monitoring Strategy	$80,000
Task 6	Develop and Implement Focused Smoke Testing Strategy	$30,000
Task 7	Develop and Implement Focused TV Inspection Strategy	$60,000
Task 8	Evaluation of Selected Stormwater Management Issues Contributing to I/I	$55,000
Task 9	Hydraulic Modeling of Selected Collection System Segments	$30,000
Task 10	Development of SSES Report of Findings and Recommendations	$40,000
Task 11	Project Administration & Grant Reporting Assistance	$7,500
	TOTAL FEE ALL TASKS	$382,500

AGREED

City of Rio Dell

GHD Inc.

Kyle Knopp, City Manager, Date

Steven McHaney, Associate, Date

Rio Dell Accounting Tracking Number

Agreement Between the
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for
Development of a Sanitary Sewer Evaluation Study (SSES)

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- GHD will develop the Application Package at no fee to the City
- GHD does not guarantee grant award
- The City will provide GHD requested information for the funding application in a timely manner, including financial audits, rate information, budget and capital improvement planning information

If funded, then GHD is authorized to proceed with the following tasks that will be completed and paid for with CWSRF funds.

Task 2: Background Research and Consultations with City

This task consists of a review of record drawings, GIS mapping information, past studies and evaluations, as well as consultations with the City to evaluate existing information regarding I/I issues throughout the City. GHD files will be researched for recent relevant data, reports, and other information related to stormwater, wastewater, and I/I issues. The City will provide additional available documents and information including the most recent GIS layers, reports,

smoke testing information, TV inspections, wastewater plant flow records, pump station operational records, collection system flow monitoring data, maintenance records, and other relevant collection system information. In addition, GHD and City staff will discuss collection system issues during wet weather and other relevant information not included in written reports. The focus of this effort will be to summarize work already completed and to help identify priority areas of the collection system.

Deliverables:

- No separate deliverable will be developed for this task, but rather this information will be used to focus study efforts and a summary of information reviewed will be incorporated into the final SSES report.

Assumptions:

- City to provide available background reports and reference materials.
- City to provide flow records

Task 3: Update Collection System Mapping and Analysis

The City's existing GIS will be updated based on the information collected under Task 2. The GIS will be used to identify collection system sub basins and to consider potential I/I issues by sub basin. The results will be used to help prioritize areas for additional analysis and field investigations and to then document the results in the GIS. The GIS files will be updated throughout the development of the SSES.

Deliverables:

- Updated GIS files at conclusion of SSES project

Assumptions:

- City to verify GHD has the most current collection system GIS data
- City to provide additional hard copy data for collection system improvements that are not included in the GIS data.

Task 4: Pump Station Evaluation

The City operates several wastewater pump stations and force mains that convey flows to downstream gravity sewer segments. High I/I flows cause pump stations to cycle more frequently and to run more than one pump. Data from the pump stations can be used to help evaluate flows from upstream areas. With accurate discharge pressure gauges and pump curves, the pump flow can be determined when flow meters are not installed. Also run time can

also provide useful insights. GHD will evaluate data provided by the City and will work with the City to collect additional field data during wet and dry periods to help characterize upstream area flows. In addition, the effects that wet weather flows have on downstream piping systems will be considered as it relates to surcharging and the potential for overflows.

The results of the pump station evaluations will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open pump stations for visual inspections
- City to provide pump station operational data
- City to provide pump curves
- City to install discharge pressure gauges if none currently installed or accurate and conduct flow tests

Task 5: Develop and Implement Focused Flow Monitoring Strategy

The better characterize I/I issues within the collection system, flow monitoring will be implemented at selected strategic locations. Based on the system mapping and identification of sub basins and initial characterization of I/I issues, flow monitoring will be focused on priority areas. Potential manholes for installation of temporary flow logging equipment will be identified based on location within a subbasin, manhole hydraulics, accessibility, and other factors. Several key manholes will be selected for installation of flow logging equipment to gather quantitative information on flow that can then be correlated to rainfall information. Manholes for flow monitoring should be flow through manholes that do not have junctions of pipes within the manhole. The number selected will depend on a number of factors including how many manholes with appropriate characteristics are available for monitoring. Also, additional manholes will be identified for visual observation of flows during wet and dry periods. Since these manholes are for visual observation, junction manholes can be appropriate for visual inspection and the general flow characteristics can be noted. It is assumed that City staff are available to open manholes for inspection.

The results of the flow monitoring, both numerical flow logging and visual inspections will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection

Task 6: Develop and Implement Focused Smoke Testing Strategy

To further characterize I/I issues within the collection system, smoke testing will be completed in several strategic locations. The locations will be selected based on evaluation of existing background information and flow monitoring results to help to identify potential I/I issues. The number of locations selected will depend on a number of factors and the potential value anticipated to be gained through the exercise. Depending on early findings in the SSES study, the effort budgeted for this task may be applied to other aspects of the analysis of the collection system to improve the outcomes. GHD will work with the City who will provide notification to residents who may be affected by smoke testing.

The results of the smoke testing will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection and smoke testing
- City to provide notification to residents potentially affected by smoke testing.

Task 7: Develop and Implement Focused TV inspection Strategy

To further characterize I/I issues within the collection system, TV inspections will be completed in several strategic locations. The locations will be selected based on evaluation of existing background information and flow monitoring results and smoke testing results to help to identify potential I/I issues. The number of locations selected will depend on a number of factors and the potential value anticipated to be gained through further TV inspections. Depending on early findings in the SSES study, the effort budgeted for this task may be applied to other aspects of the analysis of the collection system to improve the outcomes.

The results of the TV inspections will be included in GIS layers for subsequent analysis.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection

Task 8: Evaluation of Selected Stormwater Management Issues Contributing to I/I

The source of water contributing to I/I is seasonally high groundwater and surface stormwater. Based on previous experience in Rio Dell, surface stormwater is understood to be a significant contributor to I/I. Poor drainage in areas of the City causes ponding and flooding leading to I/I. Attempting to keep this ponded water out of the sewer system is one potential approach, but experience has shown that the problem of ponding stormwater needs to be addressed as well. Therefore this task is based on working with City staff to identify the areas of the City where stormwater ponding and flooding has been historically problematic and is in the vicinity of wastewater pipes and is directly contributing to I/I. Strategies will be developed to reduce stormwater flooding and ponding so as to reduce the potential for stormwater to directly enter the wastewater collection system. This evaluation will include focused local area evaluations and modeling to consider options for addressing stormwater management issues that contribute to I/I. It is envisioned that stormwater management will be one of the overall I/I management strategies to be considered as part of the I/I management program.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to provide information on areas prone to stormwater flooding and ponding that can contribute to I/I issues

Task 9: Hydraulic Modeling of Selected Collection System Segments

Based on the work of the previous tasks, it is anticipated that several segments of the collection system will warrant focused hydraulic modeling to better understand the characteristics of critical segments and how I/I reduction affects surcharging, overflows, and other potential hydraulic

issues. The intent is not to model the entire collection system, but rather to develop focused hydraulic models of selected collection system segments to evaluate potential benefits of I/I reduction strategies. The hydraulic models will be calibrated with flow monitoring data as available.

Deliverables:

- Updated GIS files at conclusion of SSES project
- Findings will be included in the SSES report

Assumptions:

- City to open manholes for inspection

Task 10: Consideration of I/I Reduction Strategies

Based on the work of the previous tasks, it is anticipated that a number of strategies for I/I reduction and management will be available to the City. Since the collection system has a variety of characteristics, it is anticipated that the most appropriate strategies will vary across the City. Ultimately, the goal is to apply a series of focused strategies within the collection system over time in a prioritized fashion resulting in effective management of I/I. The tactics may include physical improvements, management approaches, policies, and other approaches.

Under this task we envision considering the issues and opportunities by sub basin within the collection system. Physical improvements to address existing problem areas will be a central theme, while management and policy issues will be considered as well to help with long term I/I management. Reducing I/I from the source will be balanced with conveyance and treatment of I/I to consider an overall management framework rather than simply a reduction framework.

This task is intended to be a collaborative evaluation between GHD and City Staff with the input of the regulatory framework, and consideration of the interests of other stakeholders. Working with the City GHD will present the issues and opportunities by subbasin and will develop qualitative comparisons and consideration of relative costs per volume of I/I reduction. This will help frame the issues and opportunities and will be used to screen options to then be included in the overall SSES report recommendations and implementation strategy.

Deliverables:

- Interim summaries to be used to evaluate issues and opportunities with the city
- Final findings and recommendations will be included in the SSES report

Assumptions:

- City staff to be actively engaged in the development and consideration of I/I issues and opportunities and the development of preferred strategies to manage I/I

Task 11: Development of SSES Report of Findings and Recommendations

Based on the work of the previous tasks, an overall SSES report will be prepared. The purpose of the report is to provide a summary of the background information reviewed, the additional fieldwork conducted, findings of the field work, options considered with the City, overall findings, and recommendations for I/I strategy implementation. The overall recommendations will be the main focus with a summary of prioritized capital improvement projects, approximate order of magnitude costs of near term elements, and recommended timeframes. It is also anticipated that management and policy recommendations will accompany recommended capital improvements.

The SSES report is intended to be a longer term guidance document to help the City make near term improvements as well as to help management I/I issues over the long term. During the development of the SSES report, it is envisioned there will be regular engagement with City staff and summary presentations at several City Council meetings to provide status updates and to receive direction from the City.

Deliverables:

- Draft and Final SSES Report of Findings and Recommendations
- Updated GIS files including relevant information gathered during the study
- Two City Council presentations

Assumptions:

- City staff to be actively engaged in the development of findings and selection of preferred approaches to manage I/I
- Any implementation work including securing of additional funding, alternative refinement and development, CEQA, special studies, and other permitting, surveying, geotechnical work, and right of way, design, and other services would be completed under a separate scope and budget.

Task 12: Project Administration & Grant Reporting Assistance

In this task, GHD will support the City with grant administration by assisting with quarterly progress reporting detailing the status of the project scope and schedule. It is anticipated the City will have a separate budget for grant administration under the grant. GHD will provide grant project deliverables to the City to be submitted to the SWRCB. GHD will assist with development of grant close out documents the City will submit to the grant agency. Also under this Task, GHD will coordinate with the City on overall grant and project management, including regular check ins on the status of the project, on-going activities, and council updates.

Deliverables:

- Quarterly Progress Updates
- Final Grant Close Out Documentation

Assumptions:

- The City will compile and submit all quarterly progress reports and reimbursement requests to the SWRCB

SCHEDULE

The technical work of developing the SSES will need to span both wet weather and dry weather conditions to allow for the collection of relevant field information for analysis. It is anticipated that the overall project including collaboration with City staff to develop preferred approaches and the preparation of the SSES report can be completed within one (1) year of receiving the notice to proceed from the City after the CWSRF funding is secured.

COMPENSATION

The above scope will be completed on a lump sum fee of $407,500 based on the task allocations presented in the table below. GHD reserves the right to move funds between tasks without exceeding the total budget. Invoices will be prepared monthly based on the percentage of services performed. Invoices are due and payable by the District within 30 days of receiving compensation from SWRCB.

Task Description		FEE
Task 1	CWSRF Planning Application for Fund the SSES	$0
Task 2	Background Research and Consultation with City	$15,000
Task 3	Update Collection System Mapping and Analysis	$40,000
Task 4	Pump Station Evaluation	$25,000
Task 5	Develop and Implement Focused Flow Monitoring Strategy	$80,000
Task 6	Develop and Implement Focused Smoke Testing Strategy	$30,000
Task 7	Develop and Implement Focused TV Inspection Strategy	$60,000
Task 8	Evaluation of Selected Stormwater Management Issues Contributing to I/I	$55,000
Task 9	Hydraulic Modeling of Selected Collection System Segments	$30,000
Task 10	Consideration of I/I Reduction Strategies	$25,000
Task 11	Development of SSES Report of Findings and Recommendations	$40,000
Task 12	Project Administration & Grant Reporting Assistance	$7,500
	TOTAL FEE ALL TASKS	$407,500

AGREED

City of Rio Dell

GHD Inc.

Kyle Knopp, City Manager, Date

Steven McHaney, Associate, Date

Rio Dell Accounting Tracking Number

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

November 21, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Introduction of Regional Curbside Collected Recyclable Materials Memorandum of Understanding, Proposing the Question of Participation in a Regional Process to Procure Curbside Recycling Services and Related Possible Redirection of Recyclable Materials Flow Control

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive report and direct staff to return to the Council with an agenda item to participate in the regional recycling effort, committing the flow control of the City's recyclable materials to the Humboldt Waste Management Authority.

Alternative: Take no action. Recyclable materials remain under the control of the City via Recology Eel River, the City's solid waste and recycling franchise holder. The City retains the option to participate at a later date.

BACKGROUND AND DISCUSSION

The Board of the Humboldt Waste Management Authority (HWMA) adopted a ten year strategic plan in 2013. That strategic plan included the goal to "*Work with Member Agencies to Procure Regional Source-Separated Recyclables Processing Capacity*" and to do so on behalf of member agencies. The City of Rio Dell is a member agency of HWMA. The goal of the regional recycling procurement is to provide participating agencies with comprehensive, stable and cost effective recycling processing and marketing services. Combining tonnage and recycling processing contract management responsibilities into the Authority's system would reduce duplicative administrative efforts for member agencies to solicit and manage individual recyclable material contracts, and could maximize leveraging opportunities to secure more competitive proposals for the combined tonnage in a transparent and equitable manner.

There are three critical steps necessary for HWMA to act as a regional coordinator:

1.) Member agencies enter into an MOU and commit to give "Flow Control" of curbside collected recyclable materials to HWMA;

2.) HWMA Board will consider the issuance of an RFP related to "Regional Recycling Processing and Marketing of Curbside Collected Materials" at a February 2018 Meeting; and

3.) The HWMA Board will evaluate and select the successful proposer and enter into an agreement for services.

Step one is necessary to secure flow control of Rio Dell's recyclable materials in order to develop an accurate accounting of expected materials that would fall under a proposed RFP. HWMA has requested that all member agencies make a decision on whether to participate by January 15, 2018.

The City is not required to participate in the regional recycling effort, however the City may participate if it so chooses under the current solid waste and recycling franchise agreement which was renegotiated in 2016 and became effective on January 1, 2017. Section 1.06.06 of the Franchise Agreement with Recology Eel River (RER, formerly known as Eel River Disposal) specifically provides that the City has the 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." RER retains the right to adjust its rates (subject to City approval) to reflect any increase in its costs or lost revenues. Historically these recyclable materials were transported to the Fortuna transfer station and eventually transported to ERD's Samoa facility.

On July 6, 2017 the City Council of the City of Rio Dell approved Resolution No. 1341-2017 authorizing and approving the transfer of the stock of Eel River Disposal to Recology Incorporated. Amongst Recology Inc.'s acquisitions during this period was the Samoa recycling facility. Eel River Disposal was rebranded into Recology Eel River. Regardless of the branding or corporate ownership, the franchise terms have remained the same. Section 2.03.08 of the Franchise Agreement calls for the City to be reimbursed $10.00 per ton for recyclable materials collected in the City of Rio Dell. This is a fixed rate.

HWMA currently receives recycling and processing services from Solid Wastes of Willits (SWOW) wherein materials from the City of Eureka, Hawthorne Street Transfer Station (HWMA), and recyclable materials from portions of unincorporated Humboldt County are processed by SWOW. This agreement will end in September of 2018 and HWMA will need a new vendor secured through an open RFP or other method.

Staff recommends entering into HWMA's regional recycling framework for the following reasons:

1.) <u>Streamlined administrative functions and increased leverage of public agency negotiators.</u>

The State of California has some of the strictest regulations in the United States concerning recycling. Diversion requirements are ever increasing and evolving. A regional effort through HWMA is better equipped to tackle these issues and benefit the City of Rio Dell. Additionally, it has been an informally discussed goal for Rio Dell's franchise agreement timelines to match up with neighboring jurisdictions (such as Ferndale) in order to increase the bargaining power of public agencies with our franchise haulers. Under this theoretical scenario, local jurisdictions would "work together" and coordinate during their own separate and independent franchise negotiations. However, this has never been a practical goal and has never been accomplished. Having HWMA act on the behalf of the City of Rio Dell and other public entities accomplishes this goal in a pragmatic and efficient manner.

2.) Maximized recycling market highs and reduction of risk to ratepayers during recycling market lows.

HWMA will be in a better position to capitalize on recycling commodity market highs and also reduce risk during market lows. Prices for recyclable materials are volatile but face concern of a long term downward trend as Asian markets reform environmental practices. Rio Dell is a member of the North Coast Recycling Market Development Zone (RMDZ) but local reuse of recyclable materials represents only a fraction of the total volume of local materials. HWMA will be in a better position to adjust to market changes using a regional approach and can also better leverage expertise as opposed to the City attempting to negotiate on its own with our limited volume and non-mandated curbside pickup.

Under the existing franchise agreement, revenues from the $10.00 per ton fee have averaged $1,369 dollars for each year over the past three years. Under staff's recommendation these revenues would be replaced by a more regionally consistent model. The City of Rio Dell would share in these revenues based upon the collection of recyclable materials, the market rate the materials are sold at with deductions for expenses of the Authority's administration of the program. Based upon HWMA's current share of recycling revenues and no major shifts in the recycling materials market, the City could receive $7.00 per ton on average with peaks as high as $12.00 per ton possible, after HWMA administrative costs are deducted. These estimates are highly dependent upon the vendor who receives the materials processing agreement after September of 2018.

Revenues from the current $10.00 per ton fee are deposited into the City's Solid Waste Fund which covers expenses related to solid waste, including staff time, annual clean-ups and regulatory compliance associated with CalRecycle and AB939 mandatory diversion requirements. The fund balance has grown from $37,376 on June 30, 2014 to $39,665 at the beginning of this fiscal year. The impact to the fund regardless of Council direction is expected to be minimal.

The Council last considered joining the regional recycling process on April 21, 2015. At that point in time the City declined to participate but supported the option of joining the MOU at a future point in time. The Council also requested that a section of the MOU related to "*Nuclear Free Ordinance(s) Compliance*" be removed.

ATTACHMENTS

1. April 21, 2015 Correspondence from the City to HWMA regarding the City's position on a Regional Recyclable Materials Processing Agreement.
2. Draft MOU between HWMA and Member Agencies.
3. Recycling RFP Preliminary Draft.
4. HWMA Staff Report for the Meeting of October 12, 2017.

///

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

April 21, 2015

Jack Thompson, Chair
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka CA, 95501

RE: Regional Recyclable Materials Processing Agreement

Dear Chairman Thompson,

The City of Rio Dell appreciates the work undertaken by the Humboldt Waste Management Authority to develop both the regional recycling MOU and RFP. This work was done with the involvement of all member agency staff with Rio Dell included. We appreciate this transparency.

At this time, the City Council of Rio Dell declines participation in the proposed Memorandum of Understanding and the regional recycling effort it will create. However, we wish to express our support for maintaining Section 9 of the MOU which states:

9. *Additional Participation. HWMA member agencies not initially participating in this MOU shall be permitted to enter into this MOU, and thereby participate in the Recyclable Materials Processing Agreement.*

The City Council supports retaining the option to enter into the agreement at a future date, should it so choose.

The City Council also wishes to state in this letter that it does not support the inclusion of Section 13 in the MOU pertaining to "*Nuclear Free Ordinance(s) Compliance*."

Sincerely,

Frank Wilson
Mayor
City of Rio Dell

MEMORANDUM OF UNDERSTANDING BETWEEN THE HUMBOLDT WASTE MANAGEMENT AUTHORITY AND ITS MEMBER AGENCIES TO PARTICIPATE IN A RECYCLING PROCESSING AND MARKETING OF REGIONAL CURBBSIDE COLLECTED RECYCLABLE MATERIAL PROPOSAL

This Memorandum of Understanding is entered into by and between the Humboldt Waste Management Authority ("HWMA"), a joint powers authority, and the undersigned participating member agencies (each, a "Participating Agency") and is effective this _____day of ("Effective Date").

Recitals

A. HWMA is a joint powers authority formed by the cities of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and the County of Humboldt for purposes of efficient solid waste management.

B. Based on the interests of its member agencies, HWMA is preparing to solicit a request for proposals for cost-effective regional recyclables materials processing services, evaluate said proposals and enter into an agreement for services.

C. In order to solicit and secure a competitive proposal, member agencies are asked to commit their source-separated and mixed recyclable tonnage to HWMA.

D. HWMA anticipates that said agreement with the Authority's designated contractor for recyclable services will contain the following key components:

1. Acceptance of source-separated or mixed recyclable materials from franchise haulers at either the HWMA facility (1059 W. Hawthorne Street, Eureka, CA), or other facilities approved by the HWMA and Contractor for purposes of implementing the Regional Recyclable Materials Processing Contract.
2. A term of ten years, with a five-year extension option.
3. Payment by the contractor for the recyclable materials at a rate to be determined through the negotiation process, with share of revenue distributed to member agencies based on contributed tonnage.
4. Low-cost and efficient local recycling, receiving and processing services.
5. Maximize commodities for high value end market.
6. Flexibility to adapt to market fluctuations and trends to secure most competitive price rates.
7. A quarterly market value credit to the Authority based on the tons processed.
8. The demonstrated ability, and expressed interest, to accept and market additional materials.
9. Maintain quarterly facility total residual disposal to less than 8% of inbound materials from the franchise haulers.

10. Meet or exceed all current and future state and local regulations and permitting conditions, and have an Operations Plan approved by local regulatory authorities at the time the Processing Agreement goes into effect.
11. Creation of good quality jobs and fair treatment of employees.
12. Full cooperation with member agency franchise operators, as well as the Hawthorne Street Transfer Station.
13. Maintain a high level of service (timely, courteous, and responsive) to the Authority and its Member Agencies.
14. Ensure the cost competitiveness and effectiveness of the services provided; and
15. Pursuant with CA Assembly Bill 32, minimize the carbon footprint; reduce overall greenhouse gas emissions and other adverse environmental impacts while maximizing the sustainability of the services.

The undersigned HWMA member agencies would like to participate in the HWMA Regional Recycling RFP process, and ensure combined recycling tonnage is committed for recyclables materials processing.

NOW THEREFORE, based on the terms recited above, the parties enter into this memorandum of understanding:

1. Recyclable Materials Processing Agreement. HWMA shall solicit proposals and enter into an agreement for recyclable processing and marketing services with the Authority's Designated Recycling Contractor ("Contractor") with basic terms as outline above ("Recyclable Materials Processing Agreement").

2. Recyclable Materials Flow Control. For the term of the Recyclable Materials Processing Agreement, each Participating Agency agrees to direct its franchise collection hauler to deliver all recyclable materials it collects under agreement with the Participating Agency to either the HWMA transfer facility located at 1059 W. Hawthorne Street, Eureka, or other facility approved by the HWMA for receipt by Contractor for purposes of implementing the Regional Recyclable Materials Processing Agreement, unless otherwise specified in existing franchise agreements.

3. Reuse in Value Added Product. Participating Agencies may request that HWMA divert specified recyclable materials for reuse in a value-added, local product.

4. Reporting. HWMA will provide quarterly and annual summary reports to each Participating Agency indicating the tonnage of recyclable materials processed for that period from the jurisdiction of each Participating Agency, a statement of revenues received from the Contractor, and any other information concerning contract administrator as the Participating Agency should request.

5. Contract Management. HWMA shall manage and administer the Recyclable Materials Processing Agreement based on direction from the HWMA Board of Directors.

6. Meetings and Consultation. HWMA staff agrees to meet as needed with Participating Agency staff to coordinate and discuss the ongoing management of the Recyclable Materials Processing Agreement.

7. Revenue Distribution. Revenue received by HWMA from the Contractor derived from the sale of recyclable commodities shall be disbursed to each Participating Agency quarterly on the following basis:

    a. HWMA shall retain for contract administration 15% of the agreed upon $ per ton base revenue received from all single-stream and source separated recyclable commodities;

8. Education. The HWMA and Participating Agencies shall undertake coordinated educational and outreach activities to assist the Contractor in achieving a diversion rate of 92% of all recyclable materials received. The HWMA and Participating Agencies will coordinate, prepare and implement an annual education campaign, including periodic collection route audits to identify excessive residuals in the recycling stream.

9. Additional Participation. HWMA member agencies not initially participating in this MOU shall be permitted to enter into this MOU and thereby participate in the Recyclable Materials Processing Agreement subject to modified terms and conditions, if any, acceptable to both the HWMA Board of Directors and Contractor.

10. Third Party Beneficiaries. Participating Member Agencies are not considered third party beneficiaries under the Recyclable Materials Processing Agreement.

11. Indemnity. Pursuant to the HWMA Joint Powers Authority Agreement, the HWMA shall indemnify each Participating Agency for any defense to claims, as well as cost of any judgments imposed for claims resulting from actions by the HWMA in relations to its management and implementation of the Recyclable Materials Processing Agreement.

12. Counterparts. This MOU may be executed in separate counterparts, and all counterparts when signed, shall constitute and enforceable agreement.

13. Humboldt County Nuclear Free Ordinance Compliance. The Contractor has certified to the HWMA that it is not a Nuclear Weapons Contractor, in that it does not knowingly or intentionally engage in the research, development, production, or testing of nuclear warheads, nuclear weapon systems, or nuclear weapons components as defined by the County of Humboldt Nuclear Free Humboldt County Ordinance. The Contractor will agree to notify HWMA if it becomes a Nuclear Weapons Contractor as defined above, and the HWMA retains the authority to immediate terminate the Recyclable Materials Processing Agreement if it determines that the Contractor's certification is false or if the Contractor becomes a Nuclear Weapons Contractor.

WHEREFORE, the governing bodies of each of the parties below has authorized and approved this Memorandum of Understanding on the date stated below:

HUMBOLDT WASTE MANAGEMENT AUTHORITY
Dated:
By: Board Chair
Attested to by:
Dated:
Executive Director Signature:

CITY OF ARCATA
Dated:
By: Its Mayor
Attested to by:
Dated:
City Clerk Signature:

CITY OF BLUE LAKE
Dated:
By: Its Mayor
Attested to by:
Dated:
City Clerk Signature:

CITY OF EUREKA
Dated:
By: Its Mayor
Attested to by:
Dated:
City Clerk Signature:

CITY OF FERNDALE
Dated:
By: Its Mayor
Attested to by:
Dated:
City Clerk Signature

COUNTY OF HUMBOLDT
Dated:
By: Its Chair of the Board
Attested to by:
Dated:
County Clerk Signature:

CITY OF RIO DELL
Dated:
By: Its Mayor
Attested to by:
Dated:
City Clerk Signature:

REQUEST FOR PROPOSALS

FOR

RECYCLING PROCESSING AND MARKETING OF REGIONAL CURBSIDE COLLECTED RECYCLABLE MATERIALS

ISSUED BY:

hwma

Humboldt Waste Management Authority

1059 West Hawthorne Street
Eureka, CA 95501

Month Day, Year

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1.0 General Information

The Humboldt Waste Management Authority ("HWMA or Authority") is issuing this Request for Proposals to select a qualified Proposer to process curbside collected recyclable materials from Member Agencies and mixed stream material from the Authority's Eureka Recycling Center. The Agreement will be between the HWMA and the selected Proposer for a ten (10) year period. The terms of this Agreement may be extended for a five (5) year period at the sole discretion of the Authority. The term of the Agreement is expected to commence September 5th of 2018, or unless otherwise directed by the HWMA Board of Directors. The Proposer will be responsible for securing property for a facility within the Authority's Member Agency's jurisdictions to receive recyclable material for transportation to the Proposer's facility for processing, marketing and disposal of residual materials.

Proposals are being solicited from qualified Proposers, or a group of qualified Proposers, that form a team arrangement, for purposes of this solicitation. In the event a teaming arrangement is proposed, the Proposers should recognize that the team must be represented by a single prime Proposer that will be responsible for entering into this Agreement and serve as the primary contact and responsible party. The Proposal shall be submitted in accordance with the guidelines presented in this RFP. All data and information furnished by the HWMA or referred to in this RFP are provided for the Proposer's convenience. The HWMA does not guarantee that such information or data is accurate and assumes no responsibility as to the accuracy of the information. Proposers are encouraged to independently verify the accuracy and interpretation of all such information or data.

1.1 Humboldt Waste Management Authority

The Humboldt Waste Management Authority is a Joint Powers Authority (JPA) consisting of the Member Agencies of the jurisdictions of Arcata, Blue Lake, Eureka, Ferndale, Rio Dell, and Humboldt County. The cities of Fortuna and Trinidad are not members of the HWMA JPA, although Trinidad has expressed interest in joining. The Authority was established in 1999 and acted as a regional focus point in a diverse waste management system. One of the primary goals of the Authority is to provide program support for cost-effective waste reduction, recycling, and solid waste programs to Member Agencies through their franchised collection providers and the public recyclers to meet and exceed the minimum 50% diversion mandated by California State Law, AB 939.

The Authority operates the Hawthorne Street Transfer Station, which includes the Eureka Recycling Center,located at 1059 West Hawthorne Street in the city of Eureka. The Hawthorne Street Transfer Station serves as a hub and central location in the area for drop off of solid waste from the public and local franchise collection haulers. Solid waste collected at the Transfer Station is loaded and hauled by transfer trailer trucks to the Dry Creek Landfill in Medford, Oregon.

The Hawthorne Street Transfer Station also accepts recyclable materials at its drop-off location from the public and commercial businesses. Household hazardous waste, E-waste, and Universal materials are also received and managed at the Eureka Recycling Center housed within this complex, as well as through mobile collection programs in the Humboldt County area. The Authority owns and manages the Cummings Road Landfill in Eureka. The Authority also

manages through contractual means composting of organic materials at the Mad River Compost Facility owned and operated by third-party contractors.

1.2 Authority Goals and Objectives

The Authority is interested in receiving proposals from companies that have demonstrated experience providing transportation and processing of recyclable materials comparable to those described in this RFP, to ensure success of the services for the Authority and its Member Agencies. The Authority will place an emphasis on a Proposer who places a high priority on reliable, cost effective, and environmentally sound operations, and who has demonstrated measurable results through its on-going operations on other similar projects. The Authority's goals and objectives for future services include:

- Low-cost and efficient local recycling, receiving and processing services.
- Produce commodities for high value end market.
- Flexibility to adapt to market fluctuations and trends to secure most competitive price rates.
- A quarterly market value credit to the Authority based on the tons processed. The potential ability to accept additional materials.
- Maintain quarterly facility total residual disposal to less than 8% of inbound materials from the franchise haulers.
- Meet all current and future state and local regulations and permitting conditions, and have an Operations Plan approved by local regulatory authorities at the time the Processing Agreement goes into effect.
- Fair treatment of employees.
- Full cooperation with member agency franchise operators, as well as the Hawthorne Street Transfer Station.
- Maintain a high level of service (timely, courteous, and responsive) to the Authority and its Member Agencies.
- Ensure the cost competitiveness and effectiveness of the services provided; and
- Pursuant with CA Assembly Bill 32, minimize the carbon footprint; reduce greenhouse gas emissions and other adverse environmental impacts while maximizing the sustainability of the services.

1.3 Organization of the RFP

General information regarding the RFP purpose, process, and schedule are provided in the following.

- ☐ Section 1 contains General Information to assist Proposers in understanding the current and proposed services required, including general information about HWMA member agencies.
- ☐ Section 2 contains Proposal Considerations such as the rights of the Authority, consequence of Contract's submission of their proposal, costs to prepare a proposal, and the proposal schedule.

- ❑ Section 3 presents Background Information regarding recyclable material types to process and estimated quantities to be processed under this Agreement.
- ❑ Section 4, Scope of Services, defines the work and services covered by this RFP.
- ❑ Section 5 details the timeline to arrive at an Agreement, and terms and conditions for the requested services.
- ❑ Section 6 discusses the RFP Proposal Requirements to be submitted by the Proposer.
- ❑ Section 7 describes the Cost Proposal and Compensation required for submittal for this RFP and the Proposer's compensation and payment method to be employed by the Authority.
- ❑ Section 8 describes the Proposal Evaluation and Proposer selection process to be followed by the Authority.
- ❑ Section 9 presents the Proposal Submittal Instructions to be followed by Proposers for submittal of their RFP.
- ❑ Attachment 1 contains the Proposal Cost Forms required to be filled out by the Proposer.
- ❑ Attachment 2 contains a Form to calculate the distance from each Member Agency to the Proposer's Proposed Receiving and Processing Facility.
- ❑ Attachment 3 is the Anti-Collusion Form.

2.0 Proposal Considerations

2.1 Rights of the Authority

The Authority's rights include, but are not limited to, the following:

- ❑ Reissuing or modifying the RFP.
- ❑ Withdrawing the RFP at any time during the procurement process
- ❑ Issuing addenda to the RFP, including extending or revising the timeline for submittals.
- ❑ Requesting clarification or additional information from the Proposers at any time during the procurement process.
- ❑ Execution of an Agreement with the successful Proposer on the basis of the original proposals and/or any other information submitted by the Proposers during the procurement process.

- ❑ Rejection of any or all proposals, waiving irregularities in any proposals, accepting or rejecting all or part of any proposals, and waiving any requirements of the RFP, as may be deemed in the best interest of the Authority.

- ❑ Negotiating with more than one Proposer.

- ❑ Accepting a proposal that does not offer the lowest cost but offers the best overall proposal, which the Authority determined is in the best interest of the Member Agencies based on the Proposer's qualifications, operations proposal, financial strength, and willingness to accept the Agreement terms as well as its cost proposal.

- ❑ Discontinuing negotiations after commencing negotiations with a selected Contactor if progress is unsatisfactory in the sole judgment of the Authority, and commencing negotiations with another qualified Proposer.

2.2 Consequence of Submission of Proposal

- ❑ Proposal submission constitutes an incontrovertible representation and warranty by Proposer that the Proposer has investigated all aspects of the RFP.

- ❑ Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements.

- ❑ Proposer has read and understands the RFP, and complied with every requirement.

- ❑ Without exception, the proposal is premised upon performing and furnishing the services and equipment required by this RFP and Agreement and as such means, methods, techniques as may be indicated or required by this RFP and Agreement.

- ❑ Proposer submittal of an RFP, and/or any addendums, are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance and furnishing services of the project.

The submission of a proposal shall not be deemed an agreement between the Proposer and the Authority, and the following conditions apply:

- ❑ Authority shall not be obligated to respond to any proposal submitted, nor is bound in any manner by the submission of a proposal by a Proposer.

- ❑ Acceptance of a proposal by the Authority obligates the Proposer to enter into good faith Agreement negotiations on the proposal submitted.

- ❑ The Agreement shall not be binding or valid against the Authority unless and until it is executed by the Authority Board and the selected Proposer, and the Proposer's performance bond or other surety has been accepted.

2.3 Proposal Costs

Costs of investigating, preparing, and submitting a proposal is the sole responsibility of the Proposer and shall not be chargeable in any manner to the HWMA. The HWMA will not reimburse any Proposer for any costs associated with the preparation and submission of proposals or expenses incurred in making an oral presentation, participating in an interview, or negotiating an Agreement with the HWMA.

2.4 Proposal Schedule

The HWMA intends to adhere to the schedule provided in Table 1 during the selection process. This schedule may change at the HWMA's sole discretion.

Table 1: Proposal Procurement Schedule

Task	Date
HWMA release RFP.	February 13, 2018
Deadline to submit written questions and comments by Proposers.	TBD
HWMA will issue to Proposers: response to written questions and RFP addendum if necessary.	TBD
PROPOSAL DUE	
HWMA may request clarification of proposal information.	
HWMA interviews shortlisted Proposer(s).	
HWMA Board selects Proposer.	
HWMA conducts and completes negotiations with Contractor.	
Proposer commences providing services.	

*The Authority retains the rights to modify and/or amend dates as necessary.

2.5 Anti-Collusion Statement

A sworn anti-collusion statement is included as *Attachment 4* as part of the proposal package. The Authority requires that a non-collusion statement be made as a sworn affidavit executed and sworn before a person who is authorized to administer oaths by laws of the State. This certification is required as important evidence in the event that collusion or bid rigging is discovered at a later date. If any Proposer submits a false statement, sanctions could then be taken against the Proposer.

2.6 Conflict of Interest

The Proposer must disclose any contractual relationship that exists, or has existed, between the Proposer and a predecessor organization of the Proposer, or a sub-contractor included in the Proposer's response to this RFP, and the HWMA or its Member Agencies. Proposers must also disclose any existing business or personal relationship between the Proposer, its principals, or any affiliate or subcontractor, and the HWMA, its Member Agencies, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The Authority will make the final determination regarding the existence of a conflict of interest.

2.7 Limits on Disclosure of Proposals

The HWMA has determined that the public interest will be best served if proposals submitted by Proposers in response to this RFP are not made available for review by other companies participating in the competitive selection process. For that reason, proposals submitted during the RFP process will not be made available to other Proposers or the public earlier than the date on which the HWMA issues to Member Agencies a shortlist of a company or companies recommended for final negotiation. The HWMA may, at its sole discretion, release select portions of the proposal(s) of the recommended companies that have not been identified as entitled to confidential treatment as containing trade secrets.

Conversely, public release may be deferred until the Authority has narrowed its consideration to one preferred Proposer. All materials received from that Proposer (other than those entitled to protection under California Government Code Section 6254(k)) will be made available for public review by the Member Agencies no less than twenty (20) days prior to the date on which the governing board of each Member Agency will consider a staff recommendation to award the Agreement to a selected company.

The HWMA will implement the following procedures:

1. All materials which a Proposer believes to contain trade secret information entitled to protection from disclosure under Government Code Section 6254(k) must be clearly marked on each page as "CONFIDENTIAL"; and

2. Prior to the date on which the Board of Directors selects its preferred Proposer, if HWMA receives a request to review and/or copy materials submitted by any Proposer, the Authority will decline release of those materials; and

3. If the person submitting the request files a legal action against HWMA seeking its release, the HWMA will notify the affected Proposer(s) and will not oppose a motion by such Proposer(s) to intervene in the action. The Proposer(s) must either intervene or agree to pay HWMA's and its agent(s) legal expenses in defending the action, including fees, if any, awarded to the plaintiff. Absent such an agreement, the HWMA will have no obligation to defend the action and may release the information sought without any liability whatsoever; and

4. Proposer will not seek damages against HWMA, its agents, or any Member Agency for recovery of its attorneys' fees as a result of any dispute related to the release or withholding of information submitted in response to this RFP.

2.8 Proposer Code of Conduct

The Proposer is required to follow the Proposer Code of Conduct as a result of submitting an RFP. The Code of Conduct for Proposers includes the following provisions:

1. Prohibits ex parte communications with HWMA Board members or elected officials of Member Agencies;

2. Prohibits giving any gift or monetary compensation to an HWMA Board member, staff member or its agents; and

3. Prohibits collaboration or discussion with other Proposers of the content of the proposal or rates proposed.

Failure to abide by the above will result in the bid proposal being disqualified.

3.0 Background Information

The HWMA, through its Member Agencies, has been tasked with the responsibility to contractually manage an agreement for processing and marketing of recoverable commodities, sale of the materials, and disposal of residuals. Recyclable materials within the Member Agencies are collected through a variety of methods including residential curbside collection programs in the cities of Arcata, Blue Lake, Eureka, and some unincorporated areas of Humboldt County, commercial recycling programs in some of the jurisdictions and drop-off materials at the Eureka Recycling Center.

For purposes of responding to this RFP, Proposers can expect to process mixed-stream residential material from commercial collection activities, commercial source-separated recyclables (e.g. cardboard), and other materials as directed by the Authority.

Commercial source-separated recyclables (i.e. cardboard) is an example of a commercial recycling program. Single-stream material is also collected by businesses and placed in designated bins and picked up by haulers.

Residential recycling curbside collection programs are set up as a mixed-stream system; residents set out containers with mixed-stream materials (for example, mixed paper, cardboard glass, plastic, and metal) for collection.

Recyclable Material Types

Table 2 lists the various types of acceptable materials collected from Member Agency jurisdictions.

Table 2: HWMA Member Agencies Recyclable Material Characterization

Recyclable Material Category	Subcategory
Source-separated material	Corrugated cardboard Other
Mixed Fiber	Corrugated cardboard, chip board, office paper, computer paper, magazine, junk mail, envelopes, catalogs, brown paper bags, paper board, telephone books, paperback books, colored paper, construction paper, hard back books, and cereal and food boxes.
Newspaper	Inserts, coupons, and advertisements.
Glass	Clear, brown, green (all colors), CRV and non-CRV containers.

Plastics	**Materials identified as P.E.T. # 1-7** (includes examples) • **#1 PETE** (Clear plastic containers) • **#2 HDPE** (Ridge Containers) • **#3 V** (Vinyl or PVC) • **#4 LDPE** (Various containers, bags) • **#5 PP** (Ketchup, syrup, yogurt containers) • **#6 PS** (Styrofoam) • **#7 Other** (Electrical wiring, CD/DVD cases, etc.) • **Plastic bags and film plastic** • **All containers stamped with the Society for Plastics Industry (SPI) code #1 through #7.**
Aluminum	**Food and beverage containers, foil, foil containers, pots, pans and baking containers.**
Metal	**Steel, tin, and bi-metal containers; small pieces of scrap metal weighing less than 10 pounds.**
Textiles	**Old clothes and fabrics**
Aseptic packaging	**Milk, fruit juice, broth, soup, etc. containers.**
Gable top	**Milk and juice cartons**

The types of recyclable materials collected curbside are at the discretion of each individual Member Agency at this time. Materials are subject to change and decisions will be at the discretion of each Member Agency. Franchise haulers operating in the City of Eureka, and some unincorporated areas of Humboldt County including the Greater Arcata and Eureka areas are currently directed to deliver recyclable items collected to the Hawthorne Street Transfer Station.

Table 3: HWMA Member Agencies Recycling Programs

Component/Program Name	Arcata	Blue Lake	Eureka	Ferndale	Humboldt, County	Rio Dell	Trinidad (1)
Recycling Programs							
Residential Curbside	●	●	●	●	●	●	
Residential Drop-Off	●		●	●	●	●	●
Residential Buy-Back	●		●		●	●	
Commercial On-Site Pickup	●	●	●	●	●	●	●
Commercial Self-Haul	●	●	●	●		●	●
Government Recycling Programs	●		●	●	●	●	●
School Recycling Programs	●	●	●		●	●	●
Special Collection Seasonal (regular)	●	●	●	●	●	●	●
Special Collection Events	●	●	●	●	●	●	●
Other Recycling	●		●		●		

(1) While not a member agent, has expressed interest in being included in proposal.

HWMA has an existing agreement with Solid Wastes of Willits, terminating in September 2018, for the transportation, processing, and marketing of participating member agency franchise curbside collected recyclables and mixed stream recyclable materials received at the Authority.

These materials do not include source-separated goods including cardboard, cans, CRV, white goods, scrap metal, electronic and household hazardous wastes received at the Eureka Recycling Center. Franchise collectors for Eureka, and the unincorporated areas of the Greater Arcata and Eureka area deliver recyclable materials and cardboard to the Hawthorne Street Transfer Station. The received materials are then loaded into Solid Wastes of Willits trucks for transportation to their processing facility located in Willits, CA.

The Eureka Recycling Center operated by the Authority receives mixed stream recyclable materials. Only this tonnage is included in the RFP. Recyclable materials from the cities of Ferndale and Rio Dell, and the adjacent unincorporated areas of southern Humboldt County area are currently processed at the privately-owned Recology Eel River MRF in Samoa. Since the respective franchise agreements are committed by contract to direct recyclable materials to the Samoa facility, their tonnage is not included into the RFP. Recyclable materials from Humboldt State University, City of Fortuna and its general area are also not included within recyclables material tonnage estimates to be considered for the purposes of responding to this RFP.

Humboldt Sanitation operates a privately owned transfer station in McKinleyville that collects source-separated recyclables and CRV from the unincorporated community of McKinleyville and surrounding areas, as well as the City of Trinidad. The Humboldt Sanitation tonnage is not included in the RFP estimates because existing franchise agreements direct recycling material to Humboldt Sanitation until 2021.

Recology recently acquired the Eel River Transfer facility located in Fortuna, and the Samoa Processing Facility, a MRF and permitted medium volume transfer station, located in the unincorporated community of Samoa, CA. The cities of Arcata, Blue Lake, Ferndale, Fortuna and Rio Dell direct their curbside collected material to this facility. This Member Agency material (***may or may not***) be included in the RFP. Humboldt State University is also directing source-separated recyclables to the Samoa facility, and the HSU tonnage is not included in the RFP estimates.

The recycling tons described herein **do not include** recycling material received by ***open market drop-off*** commercial recycling centers including Humboldt Sanitation, Recology Eel River Popko Recycling, and Redway Transfer Station, as these companies serve independently from Member Agency franchise collection agreements. Additionally, other materials received by HWMA (i.e. electronic waste, household hazardous waste, CRV recyclables, white goods and other material) will be processed and marketed by the Authority.

3.1 Recyclable Material Tonnage from Authority Member Agencies

Since processing of recyclables in the Authority region are non-regulated, precise measurement of recyclable tonnages generated within the HWMA is dependent on voluntary submission of data to the Authority. To the best of the Authority's knowledge, as of August 2017 the total annual tonnage of recyclable materials is presented in Table 4. This tonnage is based on actual curbside collected materials received from the cities of Arcata, Blue Lake, and Eureka, and satellite areas of unincorporated Humboldt County surrounding urban pockets of customers to nearby Arcata, Eureka, and Blue Lake areas.

Current and Future Recycling Tonnage
Based on anticipated commitment levels, recyclable tonnage could meet a 7,500 ton/annual threshold. HWMA anticipates recycling tonnage could increase annually as a result of consumer participation, on-going educational activities and other franchise areas expanding to include curbside recycling. This could result in an estimated 7,700 tons of recyclable materials in 2017-2018, and 7,900 tons in 2018-2019. Additionally, with implementation of AB 341- 75% Statewide Diversion Goal (Chesbro) the Authority expects there will be an increase of materials collection to order to meet diversion goals.

Table 4 presents the past (5) years of mixed-stream recyclable material and source-separated commercial cardboard tonnage from the Authority's Member Agencies, *not including Ferndale, Rio Dell and portions of unincorporated Humboldt County.*

Table 4: Material Tonnage Received in 2011-2014 and Projected Through 2016 from HWMA Member Agencies

Agreement Term (Year)	2012-13	2013-14	2014-15	2015-16	2016-17
Mixed-Stream Recycling	7646	7371	8126	8134*	6452*
Source-Separated Commercial Cardboard	855	1361	1459	1513	1030
Total Annual Tons	8501	8732	9585	9647	7482**

*2015-17 excludes all tonnage from HSU and Blue Lake.
** 2016-17 excludes all tonnage from Arcata.

4.0 Scope of Services

Section 4 describes the scope of services that the selected Proposer will be required to perform as part of the Agreement with the HWMA. Proposers should carefully review the Agreement scope of services, terms, and conditions that will define the contractual arrangements between the HWMA and the Contractor selected through this RFP process. In the event of a conflict between the Agreement and this RFP, the language in the Agreement takes precedence. For all services required under the Agreement, the Contractor must provide all labor, supervision, equipment, and materials in conformance to all required permits and regulatory requirements.

Interested proposers will submit a proposal for a Regional Processing Facility located within an HWMA Member Agency's jurisdiction.

4.1 Recyclable Materials Receiving and Processing Facility

- Develop, secure and maintain a building with sufficient capacity to receive Authority's Member Agencies' recyclable materials and the Authority's Eureka Recycling Center's mixed recyclable material for loading and transfer to Contractor's facility for processing.

- ❑ Contractor is required to provide all necessary personnel, rolling stock equipment, and supplies necessary for operations of the facility, transporting the recyclables, and other obligations through the Term of this Agreement.

- ❑ Contractor's facility shall be open (business hours) to receive Authority's recyclable materials from 7:00 a.m. to 5:00 p.m., Monday through Friday, including all holidays. Member Agencies franchise collection haulers shall have key-card access to the receiving facility after normal business hours, 24 hours per day, and 365 days per year. The hours of operation of the facility may be changed upon mutual agreement between the HWMA and the Contractor.

- ❑ Contractor shall ensure that the traffic into the selected facility flows smoothly, that there are no delays in unloading, and that the unloading area is clear to receive recyclable materials at all times during operating hours.

- ❑ Contractor shall provide loader equipment and move the unloaded mixed-stream recyclable materials into the proper temporary storage area with fiber materials in an area separate from the container recyclable materials. Source-separated recyclable materials shall be kept separate from either of the mixed-stream recyclable materials and stockpiled within a temporary storage area or container until ready to transport to the Contractor's processing facility.

- ❑ The Proposer shall collect source-separated recyclable materials from the Authority's Hawthorne Street Transfer Station and transport to a local processing facility.

- ❑ For recyclable materials located at the Hawthorne Street Transfer Station, Contractor shall load the respective type of recyclables (either fibers or containers) into a transfer trailer truck when sufficient volumes of material are available to fully load the trailer.

- ❑ The Proposer must provide turnaround time at the receiving facility of less than 15 minutes for franchise haul trucks.

- ❑ Inbound and outbound franchise haul trucks must weighed, identify area of origin, and electronic files of the scale data must be submitted monthly to the Authority.

- ❑ Maintain sufficient personnel and equipment to process at the Contractor's facility all loads of recyclable materials from the Authority.

- ❑ Maximize cost-effective recovery of recyclable materials, including local markets, delivered to the Contractor's processing facility. Allowable exceptions will be made for value added services.

- ❑ A complete record of all commodity sales transactions shall be kept by the Contractor and shall be submitted for review according to the reporting requirements of the Agreement.

- ❑ Contractor is responsible for securing markets for recovered materials and maintaining accurate accounting of material quantities, types, pricing, and payments received on all recovered materials at the highest and best price available in the competitive market.

- ❑ Contractor will market materials to obtain the highest gross revenue from commodity sales.

- ❑ Following separation and recovery of Authority's recyclable materials, Contractor will dispose of residuals as approved by the sole discretion of the Authority. The disposal rate for residuals at no time will exceed the cost that would locally be provided by the HWMA.

- ❑ Contractor will provide monthly documentation in a form satisfactory to the Authority and as required by applicable law documenting the recyclable material tonnage received, processed, marketed and the disposal of residuals.

The Proposer selected will be expected to be flexible and proactive in working with the Authority in order to provide services in an efficient manner and to add or modify services as requested to improve such services throughout the Term of the Agreement.

Proposers are encouraged to provide alternatives in addition to the standard scope of services outlined in Section 4 if they can improve the efficiency, save monies, and/or reduce the disposal of residuals.

5.0 Agreement Arrangements

The procurement schedule in Table 1 designates the schedule to select a Proposer and to finalize the Agreement with the selected Proposer as the Authority's Contractor. The Agreement will provide Proposer required terms and conditions of the required services and the HWMA's roles, responsibilities, and obligations.

The HWMA is interested in selecting a Proposer that is willing to negotiate and execute an Agreement in a timely manner.

6.0 Proposal Submittal Instructions

Proposers must provide all information requested in this section and addendum items, if any, as part of their proposals. Attachments 2 and 3 contain the Cost Proposal Forms required to be completed by each Proposer. Failure to provide all required information as listed below may be grounds for rejection of a proposal. The proposal requirements have been separated into the following responses: Qualifications, Financial, Operational, Agreement Acceptance, and Cost Proposal.

6.1 Qualifications Response

- ❑ State the name and address of the company that will be signing the Agreement and the name, address, phone number, fax number, e-mail address, and title of person to be contacted regarding the proposal. Provide the names of any other company (ies) that will share significant responsibilities as team members in performing under the Agreement.

- ☐ Describe your company and staff qualifications as they relate to successfully providing recycling, processing and marketing and/or solid waste transfer station and permitted processing facility.

- ☐ Describe how the Proposer's material marketing sale programs result in obtaining superior market value.

- ☐ Describe how the company fosters innovation and high quality performance with proven examples.

- ☐ Describe any proposed partnerships that could support or enhance recycling diversion efforts.

- ☐ If companies are submitting as a team, describe any prior successful working arrangements involving similar types of services for similarly sized communities.

6.1.1 Company Information

At a minimum, provide a detailed description of your company and its qualification to provide the requested services in the RFP.

- ☐ Describe services provided currently, or in the past, to other jurisdictions that are directly relevant to services described in this RFP, including descriptions of relevant contracts and the dates the service was provided.

- ☐ Include a table that illustrates the distance (mileage) recyclables are transported and tonnage transported for each jurisdiction that utilizes the processing facility proposed to accept recyclable materials from the HWMA.

- ☐ Provide detailed information regarding the processing facility operations proposed for processing and sale of the Authority's recyclables. At a minimum, include permitting information; facility design and equipment in-use including a detailed flow chart of system operations; tonnage processed and recovered; residuals remaining as a percentage of tonnage received; and number of full time equivalent personnel employed at the facility.

- ☐ Provide the name, telephone number, and address for three (3) municipal clients serviced by the Proposer as references for your experience for the services requested in the RFP.

6.1.2 Key Personnel

Provide detailed information on the Company's personnel to enable the Authority to determine the Company's personnel qualification to implement the requested services in this RFP.

- ☐ Provide names and resumes of principal officers, partners, or other officials of the company who will perform significant responsibilities required under the RFP.

- ☐ Identify the names of individual(s) who will implement the Agreement, and include resumes for each key individual responsible for implementation of the Agreement.

- ❑ Describe relevant technical experience of key personnel, how long they have been with the company and their backgrounds in solid waste transfer, recycling materials processing and receiving, recyclable marketing services, and customer service.

6.1.3 Compliance, Litigation and Debarment History

- ❑ Provide detailed information regarding the Proposer's litigation history. Has any company, partner, or subsidiary proposing on this RFP or any corporate officer been involved within the past ten (10) years in litigation arising from:

- Performance of solid waste contracts or recycling contracts;
- Violation of environmental laws, regulations, permits, or federal antitrust laws; and
- Connection with allegation of corrupt practices.

- ❑ Has any company, partner, or subsidiary in this venture, or any corporate officer, been the subject of any enforcement action, order, decree, or notice of violation of any environmental laws, regulations, or permits? If an answer is "yes," please explain fully.

- ❑ Provide details of any past or pending litigation against the Proposer or its parent company or joint venture company (ies) by a governmental entity contracting with the Proposer or its parent for services relating to waste management services, or against such a governmental entity by the Proposer or its parent company or joint venture in the past five (5) years. Failure to disclose an accurate litigation history may result in disqualification of the proposal.

- ❑ Proposer must provide information detailing its worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates.

- ❑ The worker safety record information will include, but not be limited to, employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

6.1.4 Environmental Compliance

List any environmental compliance-permit violations incurred by the company, partner or subsidiary in this venture, or sub-Proposer in the past five (5) years for similar types of facilities operated within Northern California.

6.2 Financial Response

- ❑ Provide support that the Proposer has financial resources sufficient to undertake the proposed services.

- ❑ Provide audited financial statements, including income and balance sheets for the contractually responsible party and any parent company and joint venture company (ies),

for the most recent three (3) complete fiscal years and an audited statement through the most recently completed quarter of the current fiscal year.

- ❑ Provide a statement from the chief financial officer indicating that there has been no material change in the financial circumstances of the proposing entity (or its parent or owners if they are providing financial assurance of performance) since the date of the last audited statements.

6.3 Operations Response

Operations information supplied by the Proposer should focus on the methods of performing the services required under Section 4, Scope of Services. Proposers should describe in detail the proposed method for providing the following services requested in the RFP.

- ❑ Describe the number and nature of jobs created or retained for providing the services requested in the RFP over the life of the contract period, including location of jobs, pay scale and benefit package for each job category.

- ❑ Describe the safety and training plans at the facilities, and safety plans for the drivers and collection trucks using the facility.

- ❑ Provide a table showing the position and number as full-time equivalents (or partial FTE) of all company employees that will be involved with providing these services.

6.3.1 Recyclables Receiving and Processing

The Proposer will be required to locate and operate a recyclables receiving and processing facility to 1.) Receive recyclables from the Member Agencies franchise haulers; and 2.) Transport mixed-stream recyclable materials from the Authority's Eureka Recycling Center. The Proposer's facility must be located within any one of the Authority's Member Agency jurisdictions. Proposers are required to submit the following information on the facility:

- ❑ Address of the recyclables receiving facility. Provide a site map(s) showing the facility and its location to the surrounding area.

- ❑ Describe the facility layout and features in detail including the square footage of the building and the square footage of the recyclable receiving area.

- ❑ Describe the load receiving and inspection procedure proposed for use at the facility.

- ❑ Describe how the Proposer will collect and transport mixed sourced recyclable materials from the Authority's Eureka Recycling Center to a local processing facility.

- ❑ Detail the staffing levels and equipment requirements that will be employed by the Proposer to process the materials. Identify the location, function and work hours for the personnel.

- ❑ Complete Attachment 3 "Distance from Each Member Agency to the Proposer's Proposed Receiving and Processing Facility".

- ❑ Describe how the Proposer will maintain safe and efficient unloading procedures of Authority's recyclables.

- ❑ Describe how materials will be received and managed on the tipping floor of the processing facility.

- ❑ Proposer will provide a detailed Materials Marketing Plan as part of the proposal submission.

- ❑ The Marketing Plan shall include: 1) a materials specifications section that lists the materials specifications for the markets/vendors used by the Proposer, 2) a materials marketing contingency section that discusses how the Proposer will manage a change in market conditions, 3) a list all of the Proposer's commodity buyers.

- ❑ Description of the experience, history, and volumes marketed by your materials marketing staff/agent.

- ❑ List the volumes and sale price by commodity types that will be produced by the Authority that have been sold by the Proposer (from Northern California) over the last 12 months.

- ❑ Provide a detailed description of a proposed revenue sharing program with the Authority for materials recovered and sold by the Proposer.

6.4 Agreement Acceptance Response
The HWMA is interested in selecting a Proposer that is prepared to negotiate and execute an Agreement in a timely manner.

7.0 Cost Proposal and Cost Form

Receiving cost effective and efficient recyclable processing and marketing services is a priority for the HWMA Member Agencies. The Proposer is required to submit its cost proposals using the Cost Forms in Attachment 2 for this submittal. The Attachment 2 Cost Form is divided into two (2) separate components:

Form #1, Standard Cost Proposal

- ❑ **A. Receiving Facility Cost:** The determination of the cost per ton by the Proposer related to the operation of a recyclables material receiving and loading facility.

- ❑ **B. Transportation Cost:** The determination of the cost per ton related to the transportation of the Authority's mixed recyclable materials from the Eureka Recycling Center to the Proposer's processing facility.

- ❑ **C. Processing Cost:** The determination of the cost per ton related to the processing of the Authority's recyclable materials at the Proposer's processing facility.

- ❑ **D. Summation of All Cost Components:** Proposers are required to sum Cost Components

A, B and C into one (1) Total Cost per Ton Fee ($) for the services requested by the Authority for this RFP. For future rate escalation and Proposer compensation purposes, the Total Cost per Ton Fee will be the unit cost value submitted by the Proposer.

Form #2. Cost Proposal with Revenue Sharing
The Attachment 2 Cost Form #2 with Revenue Sharing includes the Cost Components listed above less a share of the sale revenues of commodities per ton:

- ☐ **A. Receiving Facility Cost:** The determination of the cost per ton by the Proposer related to the operation of a recyclables material receiving and loading facility.

- ☐ **B. Transportation Cost:** The determination of the cost per ton related to the transportation of the Authority's mixed recyclable materials from the Eureka Recycling Center to the Proposer's processing facility.

- ☐ **C. Processing Cost:** The determination of the cost per ton related to the processing of the Authority's mixed and source-separated recyclable materials at the Proposer's processing facility.

- ☐ **D. The Determination of the Revenue per Ton from the Sales of Recyclables Credited Back to the HWMA.** We understand that this will be based on the items included in the final agreement and revenue may vary in response to periodic market conditions. Proposer should propose a method for sharing revenue and demonstrate projected revenue at the date of the bid submittal and allow for annual market adjustments.

- ☐ **E. Summation of All Cost Components:** Proposers are required to sum Cost Components A, B, C less Component D into one (1) Total Cost per Ton Fee ($) for the services requested by the Authority for this RFP. For future rate escalation and Proposer compensation purposes, the Total Cost per Ton Fee will be the unit cost value submitted by the Proposer

Section 8.0 Proposal Evaluation and Proposer Selection

8.1 Proposal Evaluation Procedures
The proposals will be evaluated based on their content, completeness, and clarity. Specific evaluation criteria has been developed that will focus on evaluating the information requested in the RFP. Proposals will be evaluated based on the extent to which they meet evaluation criteria.

Proposals will be evaluated by a RFP Evaluation Committee (RFP Committee) consisting of two (2) HWMA staff members, and a staff member from each of the Authority's member agencies who have agreed to be a "Participating Agency". The Authority's Executive Director will help facilitate the process and support the RFP Evaluation Committee. The Executive Director will be available to answer questions by the RFP Evaluation Committee as needed, but will not have any proposal scoring and ranking voting authority. Each evaluator will review all proposals received using a set of established evaluation criteria that will be applied to identify the relative

strengths and weaknesses of individual proposals.

The ratings from the RFP Committee evaluators will be compiled to determine a preliminary ranking of the proposals based solely on the evaluation criteria. After initial evaluation of proposals and preliminary ranking, the RFP Evaluation Committee may prepare a shortlist of Proposers to be interviewed.

Invitations may be issued to Proposers on the shortlist to make oral presentations to and/or interviews with the evaluation team. Site visits to Proposer's representative facilities by RFP Committee members may also be conducted as part of the selection process.

Based on the contents of submitted proposals, the results of interviews and oral presentations and site visits, if conducted, along with any other information requested by the HWMA, the review team will prepare a final ranking of the short listed Proposers and present its ranking to the HWMA Board of Directors. After the HWMA Board approval, HWMA staff will enter into negotiations with the selected Proposer to develop an agreement that provides the services outlined in this RFP. The final agreement will be presented to the Board for approval.

In the event the negotiations with the selected Proposer are unsuccessful, the HWMA may designate another Proposer from the list of shortlisted Proposers and enter into negotiations with that Proposer.

8.2 Proposal Evaluation Criteria

Proposals will be numerically scored and ranked using the criteria and weighting described in this section. The scores assigned will reflect the extent to which criteria is satisfied relative to other proposals The evaluation criteria and maximum score that can be achieved for each criterion are presented in Table 6.

Table 6: Proposal Evaluation Criteria and Maximum Evaluation Score

Proposal Evaluation Criteria	Maximum Evaluation Score
Cost proposal	40
Operations proposal	30
Company qualifications and experience	15
Environmental enhancements, workforce compliance, litigation history and other considerations	15
Total Maximum Score	**100**

The potential factors that may be considered by the proposal evaluation team when developing the score for each criterion are presented below. Proposer must be fully compliant with the RFP and procurement procedures as demonstrated by submittal of all elements required including completion of the proposal cost form and compliance with proposal submission process.

Cost Proposal (Maximum 40 points)

- ❑ Reasonableness of Cost Proposal: Logical relationship between proposed costs and operational assumptions for the cost proposal.
- ❑ Competitiveness of Cost Proposal: Cost competitiveness relative to other proposals submitted
- ❑ Location and distance of the Proposer's receiving facility to each of the Member Agencies.
- ❑ Revenue Sharing Plan: Reasonable relationship between market conditions and potential revenue sharing.

Operational Proposal (Maximum 30 points)

- ❑ Approach: Reasonableness and reliability of the proposed services (e.g., technology, equipment, and staffing levels,); reasonableness of productivity and operating assumptions (operating metrics).
- ❑ The number and nature of jobs created or retained in Authority's Member Agency jurisdictions over the life of the contract period, including pay scale and benefit package for each job category.
- ❑ General Operations: Proposed methods of tracking and reporting operational activities such as productivity, staffing levels, and training programs.
- ❑ Diversion Plans: Proposed methods to increase diversion of materials at processing facility, plans, and transfer station diversion commitments that the company may guarantee.
- ❑ Processing System Design: The efficiency of the processing sorting equipment layout, equipment, personnel and use of technology in the proposed sorting system for the Authority's recyclables. Scale software system capabilities, reliability, billing and reporting procedures. How the Proposer will handle the Authority's mixed-stream recyclables in combination with its other single-stream customers, if applicable. The functionality and capabilities of the sorting system including the tons per hour throughput, effectiveness at sorting materials, labor conservation, and employee working conditions.
- ❑ Separation Efficiency: Proven effectiveness of the sorting system to deliver clean and fully separated commodity types and the ability of the system to capture recyclables and

reduce residual.

- ❑ Commodity Marketing Experience: Demonstrated ability to reliably market the Authority's commodities and obtain the best revenues from commodity sales including: descriptions of current and past materials marketing experiences and purchase contracts with buyers that demonstrate the company's future price/volume commitments.

Provide copies of all pertinent regulatory permits and contact names for regulatory agencies that monitor the facility's compliance with applicable local, state, and federal laws.

Company's Qualifications and Experience (Maximum 15 points)

- ❑ Company Experience: Demonstrated experience of the company in operating transfer stations, transporting waste and other materials, operation of recycling, processing and related facilities.

- ❑ Past Performance Record: Review of company's history with litigation and regulatory action (e.g., nature of past and pending civil, legal, regulatory, and criminal actions; history and nature of payments of liquidated damages); regulatory compliance related to equipment and facilities including compliance with land use permits, environmental permits, highway requirements, etc.

- ❑ Key Personnel Qualifications: Extent and relevance of the qualifications and experience of key personnel proposed for the team and on-going management of the operations.

- ❑ Management: Demonstrated capabilities of the company's existing management and its responsiveness to the ongoing needs and requests of customers including: reporting, providing new services, tracking and monitoring operational activities, regulatory compliance, safety record, general quality of operations, billing and collection, scale house performance and management, and administrative services.

- ❑ Financial Stability: Financial strength and ability of company to acquire equipment and provide financial assurance of performance based on review of its audited financial statements and its proposed financing plan.

- ❑ Jurisdiction References: Level of satisfaction of jurisdictional customers with Proposer services.

Environmental Enhancements, Workforce Compliance, Litigation History and Other Considerations (Maximum 15 points)

- ❑ Green-house Gas (GHG) Emissions: Reduction in GHG through the use of alternative fuels in trucks and equipment; purchase or generation of renewable power in Proposer's buildings; the use of carbon offsets to counter atmospheric emissions, or other GHG emission reduction proposals.

- ❑ Market Enhancement: Identify domestic markets for recyclable materials and propose a

plan for maximizing reuse or recycling within the US.

- PROPOSER must provide information detailing its worker safety record for the past five (5) years for the company and its affiliates in California or pertinent State(s) where it operates.

- The worker safety record information will include, but not be limited to, employee safety metrics commonly used in the industry such as the number of hours lost for individual injuries per employee and workers' compensation insurance ratios.

- Provide a table showing the position and number as full-time equivalents (or partial FTE) of all company employees that will be involved with providing these services.

- Describe any criminal proceedings in which the Proposer, and/or any director or officer of the proposer or affiliate and any individual identified as key personnel in the proposal has been named as a defendant that are either currently pending or were concluded within the past ten (10) years. For each proceeding, provide the name of the case, the court in which it was filed, and the docket number.

- Describe any civil lawsuit in which the Proposer has been named as a defendant or cross-defendant, either currently pending or were concluded within the past five (5) years. For each lawsuit, provide the name of the case, the court in which it was filed, and the docket number. Lawsuits which involved only claims for personal injury or property damage arising from vehicle accidents which resulted in defense verdicts or in judgments against defendant, or settlements of less than $100,000, need not be disclosed.

- Describe any administrative proceedings involving the Proposer initiated by federal, state, or local regulatory agencies that are either currently pending or were concluded within the past ten (10) years. For each, provide the name of the regulatory Authority, the nature of the proceeding, and the amount of any fines or penalties assessed.

Section 9 Proposal Submittal Instructions

9.1 Authority Contact and Address

Proposers shall submit all correspondences, questions and the proposal submittal to the following contact individual:

Jill Duffy
Executive Director
Humboldt Waste Management Authority
1059 West Hawthorne Street
Eureka, CA 95501
Telephone number: 707.268.8464
Email: jduffy@hwma.net

9.2 Submittal of Written Questions

HWMA requires Proposer to submit all questions and requests for information in writing (email is acceptable) directly to HWMA at the address listed in Section 9.1. The deadline for submitting written questions and requests for information will be **Month Day, Year**. HWMA will NOT accept questions or requests for information after **Month Day, Year**.

9.3 Proposal Submittal Format

The Proposer shall submit (8) double-sided copies in three-ring binders of the complete proposal and one (1) single- sided signed original, no later than **2:00 p.m.** on Month Day, Year in a sealed package. In addition, a computer disk containing an electronic copy of the proposal in Adobe PDF (preferred) or Microsoft Word shall be submitted in a sealed package.

Proposals must be printed on 8½" x 11" paper with 30% or greater post-consumer recycled-content paper. All pages shall be consecutively numbered.

The sealed package shall be clearly labeled:

PROPOSAL TO HWMA FOR
" RECYCLING PROCESSING AND MARKETING
OF REGIONAL CURBSIDE COLLECTED RECYLABLE MATERIALS"
Name of Proposer:

The proposal must be mailed or hand delivered to HWMA's Business Office address as cited in Section 9.1. Proposals received late will not be considered and will be returned unopened to the Proposer. Postmarks will not be accepted as proof of receipt.

9.4 Clarification of Proposal Information

Proposer may be asked to clarify information through written communications and interviews or during site visits of the Proposer's processing facility. The clarification process may be performed by HWMA staff, RFP Committee and/or Member Agency staff.

9.5 Presentation to HWMA Board

One or more Proposers may be invited to present their proposals to the HWMA Board and Member Agencies. Invitations to present will be based on evaluation of the proposals at a time to be determined.

9.6 Selection of Recommended Proposers

After the HWMA selects and approves a Proposer, Agreement negotiations will commence. Upon notification of being selected to negotiate a contract, the Proposer will have seven (7) calendar days to provide a surety made payable to the HWMA in the amount of $100,000 and in the form of a cashier's check or surety bond. The purpose of the surety bond is to guarantee that the Proposer will execute in good faith the Agreement. If the selected Proposer does not execute the Agreement within thirty (30) calendar days after receiving notice of its selection, the HWMA reserves the right to keep the surety to offset potential costs associated with identification of an alternate service provider(s) and schedule delays. Un-cashed checks will be returned to all proposers within ten (10) calendar days after an Agreement is executed.

9.7 Schedule
The schedule for the RFP procurement process is presented in Section 2.4, Table 1.

9.8 Proposal Content
Proposals must be submitted according the following format and include the following information:

1. Cover letter providing:

- ❑ Name, address, and telephone and fax number of Proposer and key contact person.
- ❑ Description of type of organization (e.g., corporation, partnership) submitting proposal.
- ❑ If teaming arrangement with is proposed, describe past working relationships on similar projects.
- ❑ Name of entity that would sign the Agreement.
- ❑ A statement that you have reviewed the requirements of the project as described in this RFP, its enclosures, and all addenda, by listing all addenda and dates received.
- ❑ The cover letter and Forms must be signed by an officer or agent of the Proposer authorized to bind the Proposer. In signing proposal, the Proposer agrees that the terms of proposal and the cost as submitted by Proposer are firm for a period of one year from proposal due date and assures that a performance bond or other instrument as specified in the Agreement will be issued by the Proposer.

2. Executive summary (not to exceed two pages) that highlights the major topics of your qualifications and proposal and clearly states the services the proposal addresses.

3. Responses to all information requested in Section 4. Organize your responses into topics, and address each element following the format outlined below so that all requested information can be readily found.

4. Proposal Outline

Each proposal must address the topics and scope of work as stated in Sections 6 and 7 of the RFP in the following format:

i. Title Page, Cover Letter, Table of Contents, Executive Summary

I. Company Description, Experience and Qualifications Element
   1. Company Information
   2. Company Qualifications
   3. Key Personnel
   4. Personnel and Experience
   5. Litigation History

6. Environmental Compliance

II. Operations Element
1. Methods and Procedures for Operations of the Recyclable Receiving Facility
2. Transportation of Materials
3. Processing Facility (MRF) Operation
4. Materials Marketing Plan

III. Financial Background Element
1. Financial Stability, Materially Letter
2. Financing Method

IV. Proposed Environmental Enhancements Element

V. Agreement Acceptance Component Element

VI. Cost Proposals Element
1. Cost Proposal Form # 1
2. Cost Form #2

3. Anti-Collusion Affidavit Form
4. Distance from Proposer's Receiving/Transfer Facility to Member Agencies Form

Appendix, Additional Information – Other information or data relevant to your proposal is optional and may be included as an Appendix to the proposal.

Attachment 1: Cost Proposal Form #1

Proposer Name: _____

A. Receiving Facility Cost: (Cost per ton related to the operation of a recyclables material receiving and loading facility.)	**Receiving Facility Cost ($) = $_____/ton**
B. Transportation Cost: (Cost per ton related to the transportation of the Authority's recyclable materials from the Eureka Recycling Center to the Proposer's processing facility.)	**Transportation Cost ($) = $_____/ton**
C. Processing Cost: (Cost per ton related to the processing of the Authority's recyclable materials at the Proposer's processing facility.)	**Processing Cost ($) = $_____/ton**
D. Summation of All Cost Components: (Sum Cost Components A, B and C into one (1) Total Cost per Ton Fee ($) for the services.)	**Total Cost Components ($) = $_____/ton**

Attachment 2: Cost Proposal Form #2, Revenue Share

Proposer Name: _____

A. Receiving Facility Cost: (Cost per ton related to the operation of a recyclables material receiving and loading facility.)	**Receiving Facility Cost ($) = $_____/ton**
B. Transportation Cost: (Cost per ton related to the transportation of the Authority's recyclable materials from the Eureka Recycling Center to the Proposer's processing facility.)	**Transportation Cost ($) = $_____/ton**
C. Processing Cost: (Cost per ton related to the processing of the Authority's recyclable materials at the Proposer's processing facility.)	**Processing Cost ($) = $_____/ton**
D. Revenue Share: **(Revenue share related to the sales of HWMA recovered materials.**	**Mixed Recycling Revenue Share ($) = $_____/ton** **Source-Separated Revenue Share ($) = $_____/ton** **Total Revenue Share ($) = $ /ton**
E. Summation of All Cost Components: (Sum Cost Components A, B, C less Component D into one (1) Total Cost per Ton Fee ($), Component D for the services.)	**Total Cost Components ($) = $_____/ton**

Attachment 3: Distance from Proposer's Receiving facility to Member Agencies Form

Proposer Name: _____

Selected Centroid Location	Proposer's Receiving/Transfer Location	One Way Distance (Miles) From Each Centroid to Proposer's Receiving/Transfer Location
30 South G Street, Arcata, CA 95521		
111 Greenwood Road, Blue Lake, CA 95525		
949 West Hawthorne Street, Eureka, CA 95501		
965 Riverwalk Drive, Fortuna, CA 95540		

Attachment 4 Anti-Collusion Statement Form

The under signed Proposer has not divulged to, discussed, or compared his/her proposal with other Proposers and has not colluded with any other Proposer or parties to the proposal whatsoever. Proposer acknowledges that all information contained herein is part of the public domain as defined in the guidelines in Section 2.7 Limits on Disclosure of Proposals as stated in the RFP and as governed by the State of California.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal.

(Please type or print below)

Executed under penalty of perjury on this _____day of _____, 2016 at _____.

SIGNED BY: _____
TITLE: _____
ORGANIZATION: _____

Subscribed and sworn to before me this _____day of _____, 2015 at _____.

Notary Public
My Commission expires:

hwma
HUMBOLDT WASTE
MANAGEMENT AUTHORITY

Staff Report

DATE: August 30, 2017 For Board Meeting: October 12, 2017

FROM: Jill K. Duffy, Executive Director

SUBJECT: Item 5)
Recycling Process and Marketing of Regional Curbside Collected Recyclable Materials Request for Proposal Process, Status & Direction.

RECOMMENDED ACTION: Voice vote.
That the Board:
1) Receive an Overview of Regional Recycling Efforts and Activities to Date;
2) Review and Approve the Draft *"Recycling Flow Control Memorandum of Understanding"*; and
3) Receive the Draft *"Recycling Processing and Marketing of Regional Curbside Collected Materials Request for Proposals"*; and
4) Discuss Process and Timeline; and
5) Direct Authority staff to circulate the Recycling Flow Control MOU to Member Agencies; and
6) Request member agency response no later than January 15, 2018; and
7) Provide Direction to Staff as Appropriate.

DISCUSSION:
The Authority is currently under a services agreement with Solid Wastes of Willits (SWOW) to process and market curbside collected recyclable materials from the City of Eureka, portions of Humboldt County and HWMA's mixed recyclables received at the Hawthorne Street Transfer Station. This agreement will end in September of 2018.

With the adoption of the "2013-2023 HWMA Strategic Plan" Objective 1.2 – *Work with Member Agencies to Procure Regional Source-Separated Recyclables Processing Capacity*, the Board has previously expressed its desire to act as regional coordinator to procure regional source-separated and mixed recycling processing capacity of curbside collected recyclable materials on behalf of HWMA's member agencies. The goal of the regional recycling procurement is to provide participating agencies with comprehensive, stable and cost effective recycling processing and marketing services. Combining tonnage and recycling processing contract management responsibilities into the Authority's system would reduce duplicative administrative efforts for member agencies to solicit and manage individual recyclable contracts, and maximize leverage opportunities to secure competitive proposals for the combined tonnage in a transparent and equitable manner.

There are three critical steps necessary for HWMA to act as a regional coordinator, 1) Member Agencies commit to give "Flow Control" of curbside collected recyclable material to HWMA; and 2) HWMA Board to receive the draft Regional Recycling Processing and Marketing of Curbside Collected Materials Request for Proposals"; and 3) the HWMA Board to review and select the successful proposer.

STEP ONE:
RECYCLING FLOW CONTROL MEMORANDUM OF UNDERSTANDING
A successful regional recycling RFP procurement process is dependent upon member agency commitment of their curbside collected recyclable tonnage. Under the HWMA JPA provisions, member agencies retained 'flow control' of recyclable materials, and will need to determine whether to commit their recyclable tonnage in a regional effort. This means that each entity must decide whether to direct 'flow control' of their recyclable material tonnage to HWMA by entering into a Memorandum of Understanding (MOU) prior to a "*Regional Recycling Processing and Marketing of Curbside Collected Materials*" RFP being released.

The Draft MOU (Attachment 1) will enable HWMA to solicit proposals as a joint powers authority acting on behalf of its Member Agencies, and enter into an agreement for recyclable processing and marketing services with a contractor who will provide receiving and processing of recyclable materials at a Regional Processing Facility. Each Participating Agency will agree to direct their franchise collection hauler to deliver all recyclable materials collected to the Authority's designated processing facility.

The key question for member agencies will be to evaluate and determine which option they will pursue related to their curbside collected recyclable materials:

1) Individual jurisdictions to retain discretion of where to send their curbside collected recyclable tonnage; or
2) Jurisdictions commit and combine their curbside collected recyclable tonnage to the Authority, and the Authority will prepare and issue a Request for Proposal for the Processing and Marketing of Curbside Collected Recyclables, with the purpose of entering into a long-term agreement with a successful proposer.

Member agencies will need to determine whether to commit and participate in this regional based project, and whether to direct flow control of their recyclable material tonnage to the Authority through approval of a MOU prior to the Recycling RFP being released.

STEP TWO:
RECYCLING PROCESSING AND MARKETING OF REGIONAL CURBSIDE COLLECTED MATERIALS REQUEST FOR PROPOSALS
The *Recycling Processing and Marketing of Regional Curbside Collected Materials*" Request for Proposal (RFP) was prepared in-house by Authority and member agency staff, and approved by the HWMA Board of Directors in early 2015. This document reflected the collective desires and concerns of our member agency's staff and the Board at that time. HWMA and representatives of member agencies on August 17, 2017 to review the document, and reviewed revisions associated with updating tonnage information and minor document clarifications.

The document was initially prepared using the 2010 Recycling RFP as a base document, conversations with member agency staff in 2012, notations made following consideration by the city council\s of Arcata and Eureka in 2013, the 2013 Strategic Plan, and public input. This document was approved by the HWMA Board in February 2015.

The RFP was developed to secure 1) a low-cost and efficient local recycling, receiving and processing services; and 2) an agreement for a recommended 10-year term, with a five-year (5-year) extension option, that meets the following goals and objectives:

- Produces commodities for high value end market.
- Flexibility to adapt to market fluctuations and trends to secure most competitive price rates.
- A quarterly market value credit to the Authority based on the tons processed. The potential ability to accept additional materials.
- Reuse in Value Added Product. Participating Agencies may request that HWMA divert specified recyclable materials for reuse in a value-added, local product.
- Maintain quarterly facility total residual disposal to less than 8% of inbound materials from the franchise haulers.
- Meet all current and future state and local regulations and permitting conditions, and have an Operations Plan approved by local regulatory authorities at the time the Processing Agreement goes into effect.
- Fair treatment of employees.
- Full cooperation with member agency franchise operators, as well as the Hawthorne Street Transfer Station.
- Maintain a high level of service (timely, courteous, and responsive) to the Authority and our Member Agencies.
- Ensure the cost competitiveness and effectiveness of the services provided; and
- Pursuant with CA Assembly Bill 32, minimize the carbon footprint; reduce greenhouse gas emissions and other adverse environmental impacts while maximizing the sustainability of the services.

Staff requests the Board receive the Draft RFP as necessary, and circulate to the Authority's member agencies so they can consider participation in a regional recycling process. The Final RFP will be presented to the Board for approval at the February meeting. This will enable staff to amend the tonnage volume figures reflective of the committed participating agencies. Staff is prepared to present a presentation of the Draft RFP to the Board at the October Board meeting.

STEP THREE
PROPOSED PROCESS AND TIMELINE

The table below illustrates the Regional Recycling RFP process, timeline and status:

Step No.	Pathway	Target Date
1.	Review and Discuss Proposed Process with Member Agency Staff and Proposed Timeline	*August 17, 2017*
2.	Present Process & Proposed Timeline to HWMA Board	*October 12, 2017*
3.	Board to Review and Approve 1) Draft RFP, Evaluation Criteria and 2) Proposed MOU.	*October 12,, 2017*
4.	Circulate MOU & RFP to Member Agencies	
5.	HWMA Board Final Review & Approve Recycling RFP for Circulation	*February 8, 2018*

6.	RFP Circulation & Response	*February-May 2018*
7.	RFP Evaluation and Ranking Present Ranking and Recommendation to HWMA Board of Directors	*June 2018*
8.	HWMA Board to Approve Agreement	*July 2018*

BACKGROUND: CURBSIDE COLLECTED RECYCLABLE MATERIALS

Following a solicitation process for the processing and marketing of curbside collected recyclables in 2010, HWMA and Solid Wastes of Willits (SWOW) entered into 5-year agreement in 2011 to handle and process the Authority's and participating member agencies curbside collected single-stream recyclable materials until September 6, 2016. During considerations to embark upon another RFP solicitation process, there were concerns around securing competitive proposals with the then low commodity market. The HWMA Board opted to approve an amendment to extend the SWOW agreement for a 2-year period, which expires on September 6, 2018.

Since 2011, committed curbside collected recyclable material tonnage from the City of Eureka, a portion of the unincorporated County of Humboldt and mixed-stream materials dropped off at the Authority's recycling center have been transported and processed under the SWOW recycling agreement. The agreement provides for the loading cost recovery, transportation and revenue sharing of the commodities which is distributed regularly to those member agencies directing their recyclables to the Authority, in accordance with a Memorandum of Understanding entered into by the Authority participating member agencies.

The cities of Ferndale and Rio Dell, and some of the County's franchise areas did not opt into the 2011 MOU because their recyclable materials were handled by Eel River Disposal, located in Fortuna. Additionally, in northern Humboldt County, the County directs a portion of recyclable material to Humboldt Sanitation in the McKinleyville franchise area.

HWMA extended the intent of the MOU's revenue sharing provision to the cities of Arcata and Blue Lake and Humboldt State University, for recyclable materials directed to the Authority in 2012. Due to an offer for a higher revenue share, in July of 2014 the City of Blue Lake decided to direct their recyclable material to Eel River Disposal's Samoa Facility, followed soon after by Humboldt State University. The City of Arcata directed recyclable material to ERD's Samoa Facility in August of 2016.

Potential Combined Recyclable Tonnage

Recognizing that precise measurement of recyclable tonnages generated within HWMA's member agencies is dependent on voluntary submission of data to the Authority, based on anticipated commitment levels, staff has identified that recyclable tonnage could meet a 7,500 ton/annual threshold. This tonnage is predicated on a minimum participation of the cities of Arcata, Blue Lake, Eureka and satellite areas of unincorporated Humboldt County including the areas surrounding Arcata, Eureka, and Blue Lake areas.

When the contract for hauling recyclable material was presented to the Board in 2010, the Authority estimated a baseline of 7,000 tons, increasing by 1.5% each year. Actual tonnage

received in the first year (2011-2012) was 3,377 tons, with 655 tons generated by the Authority's Eureka Recycling Center. In 2012 and 2013 the cities of Eureka and Arcata implemented mandatory curbside collection and recycling tonnage increased to 6,415 tons, with 1,822 tons of recyclable material generated from the Eureka Recycling Center. In 2013-2014 the Authority received 7,371 tons from franchise haulers with an additional 1,011 tons of recyclable material from the Eureka Recycling Center. These figures include both mixed recyclables and source-separated commercial cardboard.

Staff anticipates recycling tonnage could increase annually as a result of consumer participation, on-going educational activities and other franchise areas expanding to include curbside recycling. This could result in an estimated 7,700 tons of recyclable materials in 2017-2018, and 7,900 tons in 2018-2019. Additionally, with implementation of AB 341- 75% Statewide Diversion Goal (Chesbro) the Authority expects there will be an increase of materials collection in order to meet diversion goals.

Table 1 presents the past (5) years of mixed-stream recyclable material and source-separated commercial cardboard from the Authority's Member Agencies, *not including Ferndale, Rio Dell and portions of unincorporated Humboldt County.*

Table 1: Material Tonnage Received in 2011-2014 and Projected Through 2016 from HWMA Member Agencies

	2012-13	2013-14	2014-15	2015-16	2016-17
Mixed-Stream Recycling	7646	7371	8126	8134*	6452*
Source-Separated Commercial Cardboard	855	1361	1459	1513	1030
Total Annual Tons	8501	8732	9585	9647	7482**

*2015-17 excludes all tonnage from HSU and Blue Lake.
** 2016-17 excludes all tonnage from Arcata.

Commodity Market Conditions
In the past six years, nationally and internationally, materials commodity prices declined for newspaper, mixed paper, corrugated cardboard, glass, plastic, and metal cans. Recently however the commodity markets are beginning to rebound.

FISCAL IMPACT: No direct fiscal impact. The report and documents were prepared in-house.

STRATEGIC PLAN OBJECTIVE: Objective 1.2 – *Work with Member Agencies to Procure Regional Source-Separated Recyclables Processing Capacity*

ALTERNATIVES:
The Board may:

1) *Decline to act as a regional coordinator for the solicitation and procurement of processing and marketing of curbside recyclable materials.* With the recent acquisition of Eel River Disposal, Recology is now the owner operator of the Samoa Facility. This facility was originally designed and operated as a material recovery facility for recyclable materials. Three member agencies currently direct their curbside recyclable materials to the facility, and it is possible that the governing bodies of the remaining entities may also desire to sole-source direct their material to

this facility. Acceptable material type, payment and/or compensation, and record-keeping and reporting would be the responsibility of each entity.

2) Discretion of the Board.

ATTACHMENTS:

Attachment 1: Draft "*Recycling Flow Control Memorandum of Understanding*
Attachment 2: Draft "*Recycling Processing and Marketing of Regional Curbside Collected Materials Request for Proposals*"

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

November 21, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Establishment of Personnel Ad Hoc Committee Pursuant to the Open Door Policy

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Appoint two members of the City Council to a personnel ad hoc committee.

BACKGROUND AND DISCUSSION

On November 7, 2017 the City Council adopted Resolution No. 1364-2017 establishing an Open Door Policy in the employee handbook. The Open Door Policy calls for an ad hoc committee of the City Council to deal with personnel issues concerning "generic issues and complaints" regarding the City Manager. The City Council will need to create an Ad Hoc committee for this purpose should such an issue or complaints arise.

///

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

For Meeting of: November 21, 2017

To: City Council

From: Kevin Caldwell, Community Development Director

Through: Kyle Knopp, City Manager

Date: November 13, 2017

Subject: Second Reading and Adoption of Ordinance No. 362-2017 amending the Personal Cannabis Cultivation Regulations to be compliant with Proposition 64, the Adult Use of Marijuana Act (AUMA).

Recommendation:

That the City Council:

1. Open the public hearing, receive staff's report regarding amending Section 17.30.235 of Rio Dell Municipal Code, the City's Personal Cannabis Cultivation Regulations to be compliant with Proposition 64, the Adult Use of Marijuana Act (AUMA); and

2. Discuss, Deliberate and Make a Motion and a Second; and

3. Take Public Comment; and

4. Find that the proposed text amendment is consistent and compatible with the General Plan and any implementation programs that may be affected; and

5. Find that the proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA); and

6. Adopt Ordinance No. 362-2017 amending the Personal Cannabis Cultivation Regulations to be compliant with Proposition 64, the Adult Use of Marijuana Act (AUMA).

7. 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 November 7, 2017 staff introduced Ordinance No. 362-2017 amending the Personal Cannabis Cultivation Regulations to be compliant with Proposition 64, the Adult Use of Marijuana Act (AUMA).

The City's adopted regulations require that cultivation activities occur in a detached accessory building. The purpose of the amendment is to be compliant with Proposition 64, the Adult Use of Marijuana Act (AUMA) in regards to allowing cultivation within a residence. The reasoning is that residents of apartment complexes or dwellings that do not have access to detached accessory buildings would not be able to cultivate cannabis for their personal recreational use.

In addition, to allowing cultivation within a residence, the City Attorney recommended some other minor modifications to the regulations. Staff is also recommending that the allowable area for cultivation be reduced from 150 square feet to 50 square feet and that the kitchen and bathrooms be maintained for their intended uses. The Planning Commission also recommended that renters to provide written approval from the property owner and to prohibit cultivation in cargo/shipping containers. The draft Ordinance includes the Planning Commission's recommendations as well.

The first reading of the Ordinance was approved by a vote of 3-1 with Council member Strahan dissenting. Council member Johnson was absent. Council member Strahan did not explain her reasoning for not supporting the proposed amendment.

Procedures for Zoning Ordinance Amendments

Pursuant to Section 17.35.010 of the City of Rio Dell Municipal Code, the following City procedures are required to amend the Ordinance:

- An amendment may be initiated by one or more owners of property affected by the proposed amendment, as set out in Section 17.35.010(3), or by action of the Planning Commission, or the City Council.

- The application of one or more property owners for the initiation of an amendment shall be filed in the office of the City Clerk on a form provided, accompanied by a filing fee.

- Subject only to the rules regarding the placing of matters on the Planning Commission agenda, the matter shall be set for a public hearing.

- Notice of hearing time and place shall be published once in a newspaper of general circulation at least ten calendar days before the hearing or by posting in at least three public places.

- At the public hearing, the Planning Commission shall hear any person affected by the proposed amendment. The hearing may be continued from time to time.

- Within 40 days of the conclusion of the hearing, the Planning Commission shall submit to the City Council a written report of recommendations and reasons therefore.
- Subject only to the rules regarding the placing of matters on its agenda, the City Council, at its next regular meeting following the receipt of such report, shall cause the matter to be set for a public hearing. Notice of the time and place of the hearing shall be given as provided in Section 17.35.010(5), hereof.

- At the public hearing, the City Council shall hear any person affected by the proposed amendment. The hearing may be continued to a specified future date, but shall be concluded within 60 days of the commencement thereof.

- The City Council shall not make any change in the proposed amendment until the proposed change has been referred to the Planning Commission for a report, and the Planning Commission report has been filed with the City Council.

Zone Amendment Required Findings:

1. The proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected.

There are no specific General Plan goals, policies or discussions that are contrary to the recommended amendments. Therefore, staff believes the proposed regulations are consistent with the General Plan.

3. The proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA).

The primary purpose of the California Environmental Quality Act (CEQA) is to inform the decision makers and the public of potential environmental effects of a proposed project.

Based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a ***significant*** effect on the environment. Where it can be seen with certainty that there is no possibility that the project in question may have a significant effect on the environment, the project is not subject to CEQA. Based on the nature of the proposed amendments, staff

believes there is no evidence to suggest that the amendments to the sign regulations will have a significant effect on the environment.

Attachments:

Attachment 1: Draft Ordinance No. 362-2017 amending Section 17.30.235 of Rio Dell Municipal Code, the City's Personal Cannabis Cultivation Regulations.

ORDINANCE NO. 362-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING ORDINANCE NO. 358-2017, PERSONAL CANNABIS CULTIVATION REGULATIONS, SECTION 17.030.235 OF THE RIO DELL MUNICIPAL CODE:

THE CITY COUNCIL OF THE CITY OF RIO DELL DOES ORDAIN AS FOLLOWS:

WHEREAS Proposition 64, the Adult Use of Marijuana Act (AUMA) was approved and became effective November 9, 2016; and

WHEREAS AUMA legalizes the use of recreational cannabis and creates a State regulatory and licensing system for commercial cultivation, testing, manufacturing and distribution of nonmedical marijuana; and

WHEREAS AUMA allows persons 21 years of age or older to possess, plant, cultivate, harvest, dry, or process not more than six (6) living cannabis plants and possess the cannabis produced by the plants; and

WHEREAS local governments may "reasonably regulate" but not prohibit "indoor" cultivation; and

WHEREAS indoor cultivation includes a greenhouse or other detached accessory building; and

WHEREAS local governments may ban outdoor cultivation, but those that do will not be eligible for grants; and

WHEREAS it is the intent of the City to minimize the impacts of cannabis cultivation in neighborhoods and the impacts that can accompany cannabis cultivation; and

WHEREAS the City has reviewed and processed the proposed Cannabis Cultivation Regulations in conformance with Sections 65350 – 65362 of the California Government Code; and

WHEREAS the City has reviewed and processed the proposed Medical Marijuana Regulations in conformance with Section 17.30.010 of the City of Rio Dell Municipal Code; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed Cannabis Cultivation Regulations are deemed to be in the public interest; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed Cannabis Cultivation Regulations are consistent and compatible with a

comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed Personal Cannabis Cultivation Regulations has been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and

WHEREAS the proposed Personal Cannabis Cultivation Regulations has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA); and

WHEREAS the City has determined that the proposed Personal Cannabis Cultivation Regulations is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Rio Dell:

1. Finds that the proposed Personal Cannabis Cultivation Regulations are in the public interest and consistent with an overall comprehensive view of the General Plan; and

2. Finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed Personal Cannabis Cultivation Regulations have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and

3. Finds that based on the nature of the project, the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a ***significant*** effect on the environment.

4. Approves and adopts the proposed Personal Cannabis Cultivation Regulations.

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

Section 1. Section 17.030.235 is hereby added to the Rio Dell Municipal Code as follows:

Section 17.030.235 Personal Cannabis Cultivation Regulations

(1) Authority and Title. Pursuant to the authority granted by Article XI, section 7 of the California Constitution, California Government Code Section 38773.5 the City Council does hereby enact this Ordinance, which shall be known and may be cited as the "Cannabis Cultivation Regulations".

(2) Purpose and Intent. The purpose and intent of the Cannabis Cultivation Regulations is to regulate the cultivation of cannabis for personal use in a residence and detached accessory buildings and ban the production of cannabis products as defined herein and Section 11018.1 of the Health and Safety Code, the commercial production and sale of non-medical cannabis and cannabis products.

It is the intent of the City that the cultivation of cannabis for personal use be conducted in a manner that is consistent with State law and which promotes the health, safety, comfort, convenience, and general welfare of the residents and businesses within the incorporated area of the City of Rio Dell.

It is the intent of the City to balance the right's of our residents to cultivate and posses cannabis and minimize the impacts of cannabis cultivation in neighborhoods.

(3) Findings. The City Council hereby finds and declares the following:

(a) Widespread indoor cultivation of cannabis in the County and Cities has led to a decrease in needed rental housing stock, as rental homes are converted solely to structures to grow marijuana in, as well as excessive energy consumption to power the lights, fans, and other systems needed for a large indoor cannabis growing operation. As rental homes are converted to these grow structures, the character of the neighborhood around the grow structure deteriorates.

(b) Cannabis that is grown indoors can lead to mold, mildew, and moisture damage to the building in which it is grown. Landlords, who thought they were renting a home for people to live in, later find that their property was turned into a structure to grow cannabis and extensively damaged by that use, requiring new flooring, walls, ceiling, electrical and plumbing work to return the home to a habitable state. Growing cannabis is susceptible to plant diseases, mold, mildew, and insect damage and may be treated with insecticides and herbicides that may harm human health when applied or when the chemical is disposed of in the trash or in the sewage disposal system.

(c) Cultivation of cannabis may also result in private or public nuisances. Whether grown indoors or outdoors, marijuana plants, particularly as they mature, produce a distinctive odor that is often detectable far beyond property boundaries. This strong, distinctive odor can interfere with neighboring owners' use and enjoyment of their property. In addition, this odor of growing or "green" cannabis may alert malefactors to the location where marijuana is grown and thereby create the risk of burglary and robbery at that location.

(d) The right of citizen's under state law to possess and cultivate cannabis for personal purposes does not confer upon them a right to create or maintain a nuisance. By adopting this Ordinance, which regulates the land use aspects of indoor residential cultivation of cannabis for personal use, the City expects a reduction in complaints regarding cannabis related odors and residential mold and moisture issues affecting rental housing stocks, as well as a decrease in crime and fires related to the cultivation and processing of cannabis.

(e) The City finds that while the right of citizens to use and cultivate cannabis is authorized by Adult Use of Marijuana Act, the potential land use impacts to the environment and to public health, safety and welfare as identified, necessitates that the City create regulations, such as this Ordinance, to govern the cultivation of cannabis for personal use in a residence or detached accessory buildings.

(f) The City finds that the indoor cultivation of more than one-hundred-fifty (150) square feet of cannabis that is more than ten (10) feet tall per residence or detached accessory building, as defined herein, within the City may result in an unreasonable risk of crime, fire, and other nuisance-related impacts such as odors offensive to people living or working or recreating nearby, as well as resulting in the deterioration of the neighborhood character, decrease in

rental housing stock, and excessive energy consumption and carbon dioxide emissions. Therefore, the indoor cultivation of more than one-hundred-fifty (150) square feet of cannabis that is more than ten (10) feet tall per residence or detached accessory building is hereby found and declared to be unlawful and a public nuisance.

(g) The City further finds that the indoor cultivation of one-hundred-fifty (150) square feet or less of cannabis that is ten (10) feet tall or less per residence or detached accessory building is subordinate, incidental, and accessory to the residential use, within the City will achieve the goals of allowing citizen's the ability to cultivate cannabis in or at their residence as allowed by the Adult Use of Marijuana Act for their personal use, while minimizing, to the extent possible, the negative impacts on the neighbors, the neighborhood, and the community from a citizen's right to cultivate and process cannabis.

(4) Applicability and Interpretation

(a) The cultivation and processing of cannabis for personal use in a residence or detached accessory building within the jurisdiction of the City shall be controlled by the provisions of this Ordinance, regardless of whether the cultivation or processing existed or occurred prior to the adoption of this Ordinance.

(b) Nothing in this Ordinance is intended, nor shall it be construed, to exempt any cultivation of cannabis for personal use, from compliance with the City of Rio Dell's zoning and land use regulations, or all applicable local and state construction, electrical, plumbing, land use, or any other building or land use standards or permitting requirements, or any other applicable provisions of the Rio Dell Municipal Code, or any other applicable state or federal laws.

(c) Nothing in this Code is intended, nor shall it be construed, to preclude a landlord from limiting or prohibiting cannabis cultivation, smoking, or other related activities by tenants.

(d) The definitions in this Code are intended to apply to the Medical Marijuana Regulations. Applicable definitions in the Rio Dell Municipal Code may also apply to this Code.

(5) Definitions

Except where the context otherwise requires, the following definitions shall govern the construction of this Ordinance:

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, or any other strain or varietal of the genus Cannabis that may exist or hereafter be discovered or developed that has psychoactive or medicinal properties, whether growing or not, including the seeds thereof. "Cannabis" also means cannabis as defined by Section 11018 of the Health and Safety Code as enacted by Chapter 1407 of the Statutes of 1972. For the purpose of this section, "cannabis" does not mean "industrial hemp" as defined by Section 81000 of the Food and Agriculture Code or Section 11018.5 of the Health and Safety Code.

"Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code, except that it does not include cannabis products manufactured, processed, transported, distributed, or sold for medical purposes under Chapter 3.5 of Division 8.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of non-medical cannabis and non-medical cannabis products as provided for in the Adult Use of Marijuana Act.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of ~~marijuana~~ **cannabis**.

"Detached Accessory Building – Residential" means a building which is incidental and subordinate to the residence or residential use and be located on the same parcel. Detached Accessory Buildings must be fully enclosed, secure and lockable structure that has a roof supported by connecting walls extending continuously to a perimeter foundation or equivalent base to which the connecting walls are securely attached**. A "greenhouse","hoophouse" "cargo or shipping container" is not considered to be a Detached Accessory Building – Residential for purposes of these Cannabis Cultivation Regulations.**

"Indoor(s)" means within a fully enclosed and secure structure that has a roof supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached.

"Residence" means any structure designed or used for residential occupancy, including an attached garage, regardless of whether it is located in a residential zone.

"Residential Cultivation" means the growing of **not more than six (6) cannabis plants by a person 21 years of age or older within a Residence or Detached Accessory Building** ~~one-hundred-fifty (150) square feet or less that is ten (10) feet or less in interior height of cannabis cultivation indoors within a residence or detached accessory building as defined herein. Such cultivation shall be subordinate, incidental, and accessory to the residential use~~.

"Person" includes any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

~~"Purchaser" means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or marijuana products.~~

~~"Sell," "sale," and "to sell" include any transaction whereby, for any consideration, title to cannabis is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same.~~

(6) Residential Cultivation for Personal Use

The City shall not interfere with ~~a~~ **the** cultivation of cannabis for personal use, so long as the cultivation is in conformance with ~~this Ordinance~~ **the Rio Dell Municipal Code** and state law.

In order to eliminate the potential nuisance and health and safety impacts to the greatest extent possible, residential cannabis cultivation and processing for personal use shall be in conformance with the following standards:

(a) Outdoor~~,~~ **and** greenhouse ~~and~~ cultivation ~~in a residence~~ is prohibited; and

(b) Indoor cannabis cultivation shall be limited to **a private residence and/or in a** detached accessory buildings and shall not exceed six (6) plants and ~~one-hundred~~ fifty (~~1~~50) square feet or less per residence. ~~on a parcel. The maximum allowed~~ **and shall not exceed an** interior ceiling height is ten (10) feet; and

(c) In residence's where the cannabis cultivation occurs, kitchen and bathroom(s) shall be maintained for their intended use.

~~(c)~~ **(d)** The cannabis cultivation and processing area ~~in the detached accessory building~~ shall be indoors and secured against unauthorized entry; and

~~(d)~~ **(e)** Grow lights for cannabis cultivation ~~in the detached accessory building~~ shall not overload the capacity of the branch circuits; and

~~(e)~~ **(f)** All electrical equipment used in the indoor cultivation of cannabis ~~in the detached accessory building~~ shall be plugged directly into a wall outlet or otherwise hardwired. The use of extension cords to supply power to electrical equipment used in the residential cultivation of cannabis is prohibited. Any electrical or mechanical **work or alterations** may require a Building Permit; and

~~(f)~~ **(g)** The use of gas products (CO_2, butane, etc.) for indoor cannabis cultivation is prohibited; and

~~(g)~~ **(h)** No toxic or flammable fumigant shall be used for indoor cultivation unless the requirements of Section 1703 of the California Fire Code have been met; and

~~(h)~~ **(i)** No odor of cannabis shall be detectable from the property boundaries by a person of ordinary senses. To achieve this, the cultivation area shall be, at a minimum, mechanically ventilated with a carbon filter or other superior method to prevent the odor of cannabis from escaping the indoor cultivation area and negatively impacting neighbors and the surrounding community. Ventilation systems shall be installed in a manner that facilitates decommissioning and a return of the cultivation area to non-cultivation uses; and

~~(i)~~ **(j)** From a public right of way, neighboring properties, or neighboring housing units, there shall be no auditory evidence of the cultivation that is detectable by a person of ordinary senses; and

~~(j)~~ **(k)** Cannabis cultivation, processing, or transfers are prohibited as a Home Occupation; and

~~(k)~~ **(l)** No sale, trading, or dispensing of cannabis is allowed on a parcel where cultivation of cannabis occurs; and

~~(l)~~ **(m)** All waste materials shall be disposed of properly. No effluent, including but not limited to waste products, chemical fertilizers or pesticides shall be discharged into drains, septic systems, community sewer systems, water systems or other drainage systems including those that lead to rivers and streams as a result of the cultivation of cannabis; and

~~(m)~~ **(n)** The cultivation of cannabis shall not adversely affect the health or safety of residents, neighbors, or nearby businesses by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts, or be hazardous due to use or

storage of materials, processes, products or wastes associated with the cultivation of cannabis; and

~~(n)~~ **(o)** The indoor personal recreational cultivation of cannabis must comply with all applicable state and county laws, including fire and building codes; and

~~(o)~~ **(p)** ~~In detached accessory buildings with wooden floors, a~~ **A** waterproof membrane or other waterproof barrier shall be installed to protect the floor of the indoor cultivation area from water damage.

~~(p)~~ **(q)** Cultivation areas must be maintained in a clean and sanitary condition.

~~(q)~~ **(r)** An annual Permit and Acknowledgement is required. **Renters must provide written authorization from the property owner.** The applicant shall be required to pay the Life-Safety Inspection Fee in effect at that time.

~~(r)~~ **(s)** Upon proper notification consent to a minimum of one additional on-site compliance inspection annually, to be conducted by appropriate City officials during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The applicant shall be required to pay the Life-Safety Inspection Fee in effect at that time.

(7) Violation of Regulations.

It shall be unlawful for any person, whether principal, agent, employee, firm, corporation or otherwise, to violate or causing or permitting the violation of any of the provisions of these regulations.

(8) Penalty.

Any person, firm, corporation, or other entity, whether as owner, lessee, sub lesser, sub lessee, or occupant of any premises that violates the provisions of this chapter or any order issued pursuant to this chapter shall be subject to any or all of the following:

(1) Such person shall be subject to summary or administrative abatement of the nuisance by the City, and be subject to fines, civil penalties, fees and costs, including reasonable attorney fees imposed by the City pursuant to the summary or administrative abatement procedures contained in the City Code or any other provisions of law;

(2) Such person shall be guilty of a misdemeanor for each day such violation continues, and upon conviction thereof, shall be punished for each violation by a fine not to exceed one thousand dollars ($1,000.00), or by imprisonment of not longer than six months, or both for each violation;

(3) Such person shall be prosecuted in a civil action, criminal action, or both brought by the City. The City Attorney or other authorized legal representative may bring an action in a court of competent jurisdiction to enjoin or prosecute any nuisance violation of this chapter, or violation of any other ordinance of the City;

(4) Each and every day that any such violation continues to exist shall constitute a continuing and separate offense.

(9) Declaration of Public Nuisance.

Any building or use operated or maintained contrary to the provisions of these regulations shall be, and the same is hereby declared to be, a public nuisance and shall be subject to injunction and abatement as such.

(10) Remedies.

Nothing in this chapter shall be deemed to prevent the City from commencement of any available administrative, civil and/or criminal proceeding to abate a violation or nuisance pursuant to all applicable provisions of law as an alternative and/or in addition to any enforcement proceedings set forth in the Rio Dell Municipal Code.

The remedies set forth in this chapter include summary and administrative abatement, administrative citations, civil actions, criminal actions and all other remedies provided for by law. All remedies set forth in this chapter and in all City ordinances for the abatement or punishment of any violation thereof, are cumulative and may be pursued alternatively or in combination. Provisions of this Code are to be supplementary and complementary to all of the City ordinances, the Rio Dell Municipal Code, state law, and any law cognizable at common law or in equity, and nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the City to abate any and all violations or nuisances and to enforce its ordinances.

(11) Police Chief Responsible for Enforcement of this Title.

(1) The Police Chief shall be responsible for the enforcement of the provisions of these regulations.

(2) These regulations may be enforced by an authorized representative of the Police Chief.

(3) The Community Development Director is hereby designated as an authorized representative of the Police Chief.

(4) The Police Chief, or his authorized representative(s), shall have authority to request entry to any building, structure, or premises, during normal business hours for the purpose of performing his/her official duty.

Section 2. 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 3. 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 4. CEQA Compliance

The City Council has determined that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15061 of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any significant impact to the environment would occur as a result of adoption of the 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 November 7, 2017 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 November 21, 2017 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. 362-2017 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on November 21, 2017.

_____
Karen Dunham, City Clerk, City of Rio Dell