

CITY COUNCIL AGENDA

December 3, 2024

REGULAR SESSION - 6:00 P.M.

ANDERSON CITY HALL 1887 Howard Street PARTICIPATION BY PUBLIC IN MEETING

Please review the Agenda to determine if the subject you wish to discuss is scheduled for Council consideration. If it is on the Agenda, you will have an opportunity when that matter comes up for discussion to briefly address the Council.

If the subject is not on tonight's Agenda, please complete an Agenda Request Form (on Clerk's table) and present it to the City Council Clerk. You will have the opportunity to speak on the subject under Item 5.2. However, if the item is not on the Agenda, each speaker will be limited to one three (3) minute opportunity to speak, unless the City Council makes an exception due to special circumstances.

The Brown Act prohibits the Council from taking action on any item not placed on the printed Agenda in most cases.

The Brown Act requires any non-confidential documents or writings distributed to a majority of the City Council less than 72 hours before a regular meeting will be made available to members of the public at the same time they are distributed.

City Council meetings are televised and can be seen live on Cable Public Access Channel **181** (previously Channel 11) and on tape delay the following morning at 10:00 a.m. City Council meetings may also be viewed on the City's website at www.ci.anderson.ca.us by clicking on the TV icon on the Home Page.

In compliance with the Americans with Disabilities Act, the City of Anderson will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (378-6646) to make such a request. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

REGULAR SESSION – 6:00 P.M.

1.0 ROLL CALL – COUNCIL:

Councilmember Baugh
Councilmember Gallagher
Councilmember Gallier
Vice-Mayor Hunt
Mayor Neutze

2.0 INVOCATION –Pastor Perry Peterson, Crossroads Bible Fellowship, will give the invocation.

3.0 PLEDGE OF ALLEGIANCE – Councilmember Susie Baugh.

5.2 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA - This is the time to address public comments by any member of the public to the Council regarding an item not on the agenda. Each comment must be limited to 3 minutes or less and on an item within the City's subject matter jurisdiction. The Brown Act does not permit any action or discussion on items not listed on the agenda. Are there any public comments?

CONSENT AGENDA

6.0 CONSENT AGENDA - *Consent Agenda items are expected to be routine and non-controversial. They will be acted upon by the Council at one time without discussion. Any member of the public, staff or City Council may request that an item be removed from the Consent Agenda for separate discussion. Are there any requests to remove any items from the Consent Agenda?*

6.1 MINUTES - Approve the minutes of the regular meeting of November 19, 2024.

6.2 WARRANTS - Receive and file warrant 33431 to 33487 in the amount of \$101,214.17; Receive and file warrant 33488 to 33582 in the amount of \$203,779.30; Receive and file ACH in the amount of \$55,110.71.

6.6 FINANCE DIRECTOR – Adopt a Resolution establishing the City's Investment Policy.

END OF CONSENT CALENDAR

6.11 ITEMS (IF ANY) REMOVED FROM THE CONSENT CALENDAR – *Items removed from the Consent Agenda for discussion will be treated as Regular Agenda items and any member of the public may request to address the Council on any such item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

REGULAR AGENDA

- 8.0 **REGULAR AGENDA** – *Regular Agenda Items will be discussed individually and in order. Any member of the public may request to address the Council on an item as it comes up for discussion. Please provide your name and limit your remarks to 3 minutes or less.*

CITY ATTORNEY

- 8.2 **PROPERTY TRANSFER AGREEMENT FOR TRANSFER OF FEE INTEREST AND ALL CLOSING DOCUMENTS WITH THE STATE DEPARTMENT OF FISH & WILDLIFE, CALIFORNIA WILDLIFE COMMISSION BOARD FOR THE ACQUISITION OF THE ANDERSON RIVER PARK**

RECOMMENDED ACTION:

- 1) Receive a Staff Report
- 2) Approve Resolution No. __, authorizing the City Manager to execute the Property Transfer Agreement for Transfer of Fee Interest and all closing documents with the State Department of Fish & Wildlife, California Wildlife Conservation Board for the acquisition of real property identified as the Anderson River Park.
- 3) Make a determination that the acquisition is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), (3) and 15378(a) of the CEQA Guidelines because the proposed acquisition does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.

CITY MANAGER

- 8.3 **AMEND THE CLASSIFICATION AND COMPENSATION PLAN BY AMENDING AND ADDING THE JOB DESCRIPTION FOR ADMINISTRATIVE ASSISTANT (PD)**

RECOMMENDED ACTION:

Adopt a Resolution amending the Classification and Compensation Plan by amending and adding a job description for the Administrative Assistant position.

PUBLIC WORKS

- 8.9 **PROFESSIONAL SERVICES AGREEMENT WITH R3 CONSULTING GROUP FOR ON-CALL CONSULTING SERVICES.**

RECOMMENDED ACTION:

Consider authorizing the City Manager to execute an agreement with R3 Consulting Group, Inc. for solid waste management consulting services, including legislative compliance, reporting requirements, and additional on-call services.

- 10.0 **STAFF REPORTS** – Public Works Director Adam Whelen will give an update on the leaf pickup program.
- 11.0 **COUNCIL REPORTS/COMMENTS** – *City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234.)*
- 14.0 **ADJOURN** - **The City Council will adjourn to December 17, 2024.**

DRAFT

CITY OF ANDERSON

SPECIAL CITY COUNCIL CLOSED SESSION AGENDA November 19, 2024 5:30 p.m.

1.0 ROLL CALL – COUNCIL:

Councilmember Baugh
Councilmember Gallagher
Councilmember Gallier
Vice-Mayor Hunt
Mayor Neutze

Public Comment on Closed Session Item(s): None

CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATIONS (\$ 54956.8)

- Property: Anderson River Park
- Agency Negotiation: City Attorney Collin Bogener
- Negotiating Parties: California Fish & Wildlife
- Under Negotiation: Transfer of Portions of the Park

CLOSED SESSION ANNOUNCEMENT

Mayor Neutze announced that the Council sat in Closed Session giving staff direction with no reportable action.

5:45 p.m. **ADJOURN - *The City Council will adjourn to open session.***

ANDERSON CITY COUNCIL MINUTES

Regular Meeting
November 5, 2024

REGULAR SESSION

The regular session was called to order at 6:00 p.m.

ROLL CALL

Councilmembers present: Councilmember Baugh
Councilmember Gallagher
Councilmember Gallier
Vice-Mayor Hunt
Mayor Neutze

Also present: City Manager Joey Forseth-Deshais, City Attorney Collin Bogener, Police Chief Oliver Collins, Public Works Director Adam Whelen, Finance Director Cindy Wheeler and City Clerk Christy White.

INVOCATION

Reverend Tom Fields gave the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Mike Gallagher led the Pledge of Allegiance.

STUDENT REPORTS

Kevin, Redding Anderson Teen Center Youth Mentor, gave an update on current events.

PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA – None.

CONSENT AGENDA

By motion made, second (Baugh/Hunt) and carried by a 5-0 vote, Council took the following action.

Approved the minutes of the November 5, 2024 regular meeting.

Received and filed warrant 33337 to 33382 in the amount of \$114,549.91; Received and filed warrant 33383 to 33340 in the amount of \$250,617.42; Received and filed ACH in the amount of \$55,110.71.

Approved a Mutual Assistance Agreement with the California Water/Wastewater Agency Response Network (CalWARN).

Vote: AYES: Councilmembers Baugh, Hunt, Gallier, Gallagher and Mayor Neutze.
NOES: None.
ABSTAIN: None.
ABSENT: None.

REGULAR AGENDA **PUBLIC WORKS**

RIVER TRAIL STORM DAMAGE REHABILITATION PROJECT BID

Public Works director Adam Whelen gave a staff report and answered questions from Council.

By motion made, seconded (Hunt/Baugh) and carried by a 5-0 vote Council voted to

approve the Plans, Specifications, Estimates, and Contract Documents for the River Trail Storm Damage Rehabilitation Project as prepared by VESTRA Resources Inc., and instruct staff to advertise for bids.

Vote: AYES: Councilmembers Hunt, Baugh, Gallagher, Gallier and Mayor Neutze.
NOES: None.
ABSTAIN: None.
ABSENT: None.

GATEWAY DRIVE EMERGENCY SEWER REPAIR PROJECT – AUTHORIZATION TO AWARD

Public Works director Adam Whelen gave a staff report and answered questions from Council.

By motion made, seconded (Baugh/Gallier) and carried by a 5-0 vote Council voted to award the contract for the Gateway Drive Emergency Sewer Repair Project to Lamb Unlimited General Engineering in the amount of \$111,186.00, authorize the City Manager to execute the contract upon receipt of the required insurance certificates, payment bond, and performance bond and authorize the Public Works Director to approve change orders not to exceed 20% of the bid amount.

Vote: AYES: Councilmembers Baugh, Gallier, Hunt, Gallagher and Mayor Neutze.
NOES: None.
ABSTAIN: None.
ABSENT: None.

COUNCIL REPORTS/COMMENTS

Councilmembers used this time to report on meetings and activities they participated in and to announce upcoming events.

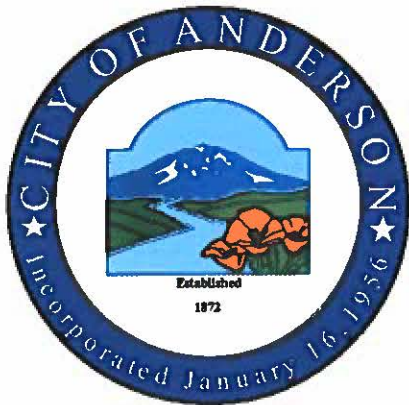
ADJOURNMENT

6:28 p.m.: The City Council adjourned to December 3, 2024.

Stan Neutze, Mayor

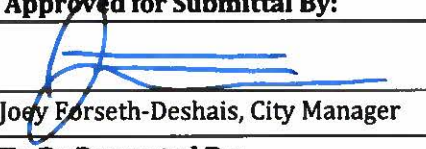
ATTEST:

Christy White, City Clerk



AGENDA ITEM

December 3, 2024 City Council Meeting

Approved for Submittal By:
 Joey Forseth-Deshais, City Manager
To Be Presented By:
 Cindy Wheeler, Finance Director/ Treasurer

To: Honorable Mayor and Members of the Anderson City Council
Through: Joey Forseth-Deshais, City Manager
From: Cindy Wheeler, Finance Director/Treasurer
Date: December 3, 2024

SUBJECT

Receive and File Weekly Warrant Registers.

RECOMMENDATION

Receive and file warrant 33431 to 33487 in the amount of \$101,214.17; Receive and file warrant 33488 to 33582 in the amount of \$203,779.30; Receive and file ACH in the amount of \$55,110.71.

ATTACHMENT

Warrant Registers.


CHECK REGISTER

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NO	CHECK AMOUNT
000323	AMERICAN FIDELITY ASSURANCE CO CAFETERIA 125 P/E 11/8/24	11/15/2024	033431	399.98
000326	AMERICAN LEAK DETECTION PROFESSIONAL SERVICES	11/15/2024	033432	200.00
000404	ANDERSON FARM & YARD SUP. SUPPLIES	11/15/2024	033433	57.11
000615	AT&T CALNET PHONE CHARGES	11/15/2024	033434	123.24
000700	BADGER METER , INC. EQUIPMENT	11/15/2024	033435	1,455.99
001133	BIG VALLEY SANITATION EQUIPMENT RENTAL	11/15/2024	033436	1,238.75
001394	BRIGHT PLANET SOLAR BLDG PERMIT REFUND	11/15/2024	033437	171.22
001881	CARREL'S OFFICE MACHINES MONTHLY LEASE	11/15/2024	033438	219.74
002047	CHARTER COMMUNICATIONS 24 INTERNET SERVICES	11/15/2024	033439	2,317.71
012274	ANGELIQUE CHIVERS CLEANING DEPOSIT REFUND	11/15/2024	033440	350.00
002142	CINTAS FIRST AID & SAFETY SUPPLIES	11/15/2024	033441	7.70
002165	CITY OF REDDING LIBRARY CONTRIBUTION	11/15/2024	033442	3,932.18
002167	CITY OF REDDING UTILITIES	11/15/2024	033443	1,291.54
002199	CLARK PEST CONTROL OF STOCKTON PROFESSIONAL SERVICES	11/15/2024	033444	50.00

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NO	CHECK AMOUNT
002592	CRESCO EQUIPMENT RENTALS EQUIPMENT RENTAL & PARTS	11/15/2024	033445	3,987.85
002716	CWEA MEMBERSHIP DUES-MCCABE	11/15/2024	033446	106.00
003452	ENTERPRISE FM TRUST VEHICLE LEASES	11/15/2024	033447	24,588.63
003475	MASON EPPLEY PER DIEM-TRAINING	11/15/2024	033448	408.00
003590	FASTENERS INC. SUPPLIES	11/15/2024	033449	917.48
003670	TYLER FINCH PER DIEM-TRAINING	11/15/2024	033450	408.00
012275	ALMA GOMEZ KEY DEPOSIT REFUND	11/15/2024	033451	10.00
011857	JOSEPH GRADY PER DIEM-TRAINING	11/15/2024	033452	408.00
004448	BEAU HAMILTON PER DIEM-TRAINING	11/15/2024	033453	408.00
012276	HUFFT SOLAR REIMBURSE OVERPYMT- FIRE FEE	11/15/2024	033454	360.55
005172	J.F. SHEA CONSTRUCTION, INC. MATERIALS	11/15/2024	033455	1,318.96
005257	JENNIFER JIMERSON PER DIEM-MEETING	11/15/2024	033456	19.00
012076	JOHN ROSSIE PROFESSIONAL SERVICES	11/15/2024	033457	625.00
005647	AUSTIN KLEIN PER DIEM-TRAINING	11/15/2024	033458	408.00
005766	ROBERT KYLE WATER REFUND	11/15/2024	033459	42.87

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NO	CHECK AMOUNT
005839	LANGUAGE LINE SERVICES PROFESSIONAL SERVICES	11/15/2024	033460	16.92
006153	LOUCKS LANDSCAPE SUPPLY MATERIALS	11/15/2024	033461	1,061.78
012234	ARCELIA MELENDEZ KEY DEPOSIT REFUND	11/15/2024	033462	10.00
011792	MISSIONSQUARE-302204 PLAN #302204 PE 11/8/24	11/15/2024	033463	3,360.00
007075	MUNICIPAL MTNC. EQUIPMENT SUPPLIES	11/15/2024	033464	534.62
012277	NAPA AUTO PARTS PARTS	11/15/2024	033465	2,863.54
007493	ODP BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES	11/15/2024	033466	557.27
007616	PACE ANALYTICAL SVCS., LLC PROFESSIONAL SERVICES	11/15/2024	033467	260.64
007628	PACIFIC COAST POLYGRAPH & PROFESSIONAL SERVICES	11/15/2024	033468	400.00
007630	PACIFIC GAS & ELECTRIC UTILITES	11/15/2024	033469	12,819.02
007750	PAYLESS BUILDING SUPPLY MATERIALS	11/15/2024	033470	1,002.36
012230	PEDROTTI MATERIALS LLC PROFESSIONAL SERVICES	11/15/2024	033471	150.00
007803	PEOPLE FACTS, LLC PROFESSIONAL SERVICES	11/15/2024	033472	16.17
011795	PLATINUM HOME & AUTO GLASS PROFESSIONAL SVCS & PARTS	11/15/2024	033473	700.00
012143	R3 CONSULTING GROUP INC. PROFESSIONAL SERVICES	11/15/2024	033474	450.00

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NO	CHECK AMOUNT
008367	REDDING COLLISION CENTER, INC. PROFESSIONAL SVCS & PARTS	11/15/2024	033475	2,000.00
009124	SANTA ROSA JR. COLLEGE COURSE FEE-FINCH	11/15/2024	033476	66.50
009256	SCP DISTRIBUTORS, LLC SUPPLIES	11/15/2024	033477	1,766.46
012016	SISKIYOU OPPORTUNITY CENTER PROFESSIONAL SERVICES	11/15/2024	033478	1,871.44
009845	SONSRAY MACHINERY, LLC PARTS	11/15/2024	033479	681.49
010075	STIMPEL WIEBELHAUS ASSOCIATES, MATERIALS	11/15/2024	033480	666.96
010180	SUNBELT RENTALS, INC. 1 EQUIPMENT RENTAL	11/15/2024	033481	1,740.76
012045	SUNRUN INSTALLATIONS SERVICES, BLDG PERMIT REFUND	11/15/2024	033482	101.88
010237	SWRCB/DWOCB D4 RENEWAL-FROEBER	11/15/2024	033483	190.00
010367	THATCHER COMPANY, INC. SUPPLIES	11/15/2024	033484	16,661.96
010732	UPS SHIPPING FEES	11/15/2024	033485	32.90
010754	US POSTAL SERVICE-CMRS-POC METER POSTAGE ACCT#7552063	11/15/2024	033486	5,000.00
011099	WATTS CONSULT & INVESTIGATIONS PROFESSIONAL SERVICES	11/15/2024	033487	400.00
				101,214.17


Signature


Date

CHECK REGISTER

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
1	SUBARAMA ENTERPRISES US REFUND	11/22/2024	033488	17.41
1	HOWORTH, MICHAEL US REFUND	11/22/2024	033489	17.41
1	MARTINDALE, LAURIE US REFUND	11/22/2024	033490	17.41
1	ATTERBERRY, DEBRA US REFUND	11/22/2024	033491	9.82
1	JACKMAN, BETTY US REFUND	11/22/2024	033492	8.03
1	THOMPSON, MATT & GIN US REFUND	11/22/2024	033493	21.20
1	MAZZEO, HANNAH & MAT US REFUND	11/22/2024	033494	17.41
1	STICKNEY, MICHAEL US REFUND	11/22/2024	033495	17.41
1	JEFFERSON, APRIL US REFUND	11/22/2024	033496	7.35
000083	ACE HARDWARE SUPPLIES	11/22/2024	033497	2,532.57
011765	AGILE OCCUPATIONAL MEDICINE, P PROFESSIONAL SERVICES	11/22/2024	033498	765.00
000243	ALL CAR & TRUCK TOWING, LLC PROFESSIONAL SERVICES	11/22/2024	033499	775.00
000462	ANDERSON WALKIN MEDICAL CLINIC PROFESSIONAL SERVICES	11/22/2024	033500	150.00
000469	TRISTAN ANDERSON-SMITH REIMBURSEMENT	11/22/2024	033501	77.95

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
000493	ANTHEM BLUE CROSS LIFE AND HEA HEALTH INS. PREMIUM-HUNT	11/22/2024	033502	1,625.00
000609	AT & T PHONE CHARGES	11/22/2024	033503	95.67
000771	ROMI BALBINI REIMBURSEMENT	11/22/2024	033504	38.33
011938	MICHAEL BUCK REIMBURSEMENT	11/22/2024	033505	38.33
001757	CALL CENTER SALES PRO PROFESSIONAL SERVICES	11/22/2024	033506	28.10
002047	CHARTER COMMUNICATIONS INTERNET SERVICES	11/22/2024	033507	254.80
002158	CITY OF ANDERSON UTILITIES	11/22/2024	033508	2,641.50
002165	CITY OF REDDING FISCAL AGENT/INS 2023-24	11/22/2024	033509	73.97
002261	DAVID COATES REIMBURSEMENT	11/22/2024	033510	77.95
012287	COTTONWOOD CRUSH FIELD DEPOSIT REFUND	11/22/2024	033511	100.00
012284	RAQUEL DAOUST REIMBURSEMENT	11/22/2024	033512	77.95
012283	TRACY DAY REIMBURSEMENT	11/22/2024	033513	77.95
002973	DEPT OF JUSTICE FINGERPRINT APPLICATIONS	11/22/2024	033514	79.00
011828	CHRISTOPHER DOWDS REIMBURSEMENT	11/22/2024	033515	43.49

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
003211	DINA DUNCAN REIMBURSEMENT	11/22/2024	033516	43.49
012279	JASON DYSON BOOT ALLOWANCE	11/22/2024	033517	325.00
003590	FASTENERS INC. SUPPLIES	11/22/2024	033518	203.61
003618	FERGUSON WATERWORKS #1423 SUPPLIES	11/22/2024	033519	4,574.36
011976	JOEY FORSETH-DESHAIS PER DIEM-TRAINING	11/22/2024	033520	460.97
003927	MIKE GALLAGHER HEALTH INS. REIMBURSEMENT	11/22/2024	033521	534.00
011814	DAN GALLIER HEALTH INS. REIMBURSEMENT	11/22/2024	033522	2,871.00
008407	GANNETT CALIFORNIA LOCALIQ ADVERTISING	11/22/2024	033523	322.00
004387	DANIEL HAAS REIMBURSEMENT	11/22/2024	033524	31.68
011737	BART HAUPTMAN REIMBURSEMENT	11/22/2024	033525	77.95
004602	BRAD HAWKINS REIMBURSEMENT	11/22/2024	033526	77.95
004968	STACY HUBANKS REIMBURSEMENT	11/22/2024	033527	43.49
012288	EMILY HUNT KEY DEPOSIT REFUND	11/22/2024	033528	10.00
012278	JACOB HUTSELL BOOT ALLOWANCE	11/22/2024	033529	325.00

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
005153	JESSICA ISBELL REIMBURSEMENT	11/22/2024	033530	77.95
011916	JULIAN JIMENEZ REIMBURSEMENT	11/22/2024	033531	38.33
005257	JENNIFER JIMERSON REIMBURSEMENT	11/22/2024	033532	77.95
005262	JMB OIL COMPANY SUPPLIES	11/22/2024	033533	87.22
005478	SCOTT KAVERT REIMBURSEMENT	11/22/2024	033534	43.49
005603	TONJA KING REIMBURSEMENT	11/22/2024	033535	65.96
005667	ERIC KNIGHT CELL PHONE REIMBURSEMENT	11/22/2024	033536	150.00
011834	NEIL LANGSTON REIMBURSEMENT	11/22/2024	033537	26.96
011971	DRAKE MARTINEZ REIMBURSEMENT	11/22/2024	033538	43.49
011915	MEGAN MASSEY REIMBURSEMENT	11/22/2024	033539	16.53
006450	PETER MATA REIMBURSEMENT	11/22/2024	033540	77.95
006464	RICK MATHEWS REIMBURSEMENT	11/22/2024	033541	43.49
006685	AUSTIN MEDERIOS REIMBURSEMENT	11/22/2024	033542	69.48
011942	AARON MEEKS REIMBURSEMENT	11/22/2024	033543	77.95

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
006958	MOORE & BOGENER PROFESSIONAL SERVICES	11/22/2024	033544	17,361.00
007421	DANIEL NORTON REIMBURSEMENT	11/22/2024	033545	77.95
012285	OAK HARBOR FREIGHT LINES INC BUS LICENSE OVRPYMT REFUND	11/22/2024	033546	20.00
007493	ODP BUSINESS SOLUTIONS, LLC OFFICE SUPPLIES	11/22/2024	033547	113.11
007616	PACE ANALYTICAL SVCS., LLC PROFESSIONAL SERVICES	11/22/2024	033548	52.13
007617	PACE ENGINEERING, INC. PROFESSIONAL SERVICES	11/22/2024	033549	20,340.50
007618	PACE SUPPLY CORP. SUPPLIES	11/22/2024	033550	28,167.68
007630	PACIFIC GAS & ELECTRIC UTILITIES	11/22/2024	033551	74,362.00
011884	JENEA PIERCE REIMBURSEMENT	11/22/2024	033552	38.33
012245	POINT AND PAY PROFESSIONAL SERVICES	11/22/2024	033553	10.00
008061	PRAIRIE SQUARES PROFESSIONAL SERVICES	11/22/2024	033554	54.60
008399	REDDING PRINTING COMPANY, INC PROFESSIONAL SVCS & SUPPLIES	11/22/2024	033555	469.79
011979	ERIC RICHISON REIMBURSEMENT	11/22/2024	033556	43.49
008844	ROYAL AIRE INC BLDG PERMIT REFUND	11/22/2024	033557	209.07

VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
012286	ATHENA SAECHAO CLEANING DEPOSIT REFUND	11/22/2024	033558	350.00
011741	ZACHARY SCOTT REIMBURSEMENT	11/22/2024	033559	77.95
009256	SCP DISTRIBUTORS, LLC LESS CREDIT MEMO SUPPLIES	11/22/2024 11/22/2024	033560 033560	1,726.46
009265	JAMES SEABOLT REIMBURSEMENT	11/22/2024	033561	38.33
009385	SHASTA CO. ARTS COUNCIL PROFESSIONAL SERVICES	11/22/2024	033562	64.00
009393	SHASTA CO. DEPT RESOURCE MGMT ANNUAL SPLASH PAD PERMIT 2025	11/22/2024	033563	402.38
009392	SHASTA CO. DEPT RESOURCE MGT. PERMIT RENEWAL FEES	11/22/2024	033564	100.00
012101	SKYDIO INC EQUIPMENT	11/22/2024	033565	1,551.60
012281	JIMMY SRISAWAN KEY DEPOSIT REFUND	11/22/2024	033566	10.00
009935	SRPSTC TRAINING-CHIMENTI	11/22/2024	033567	68.00
010134	STROUP'S POWER EQUIP INC SUPPLIES	11/22/2024	033568	70.61
012282	ASHLEY STUDER REIMBURSEMENT	11/22/2024	033569	67.77
010367	THATCHER COMPANY, INC. CHLORINE TRAINING	11/22/2024	033570	450.00
012280	JEANA THOMAS UNIFORM ALLOWANCE	11/22/2024	033571	600.00

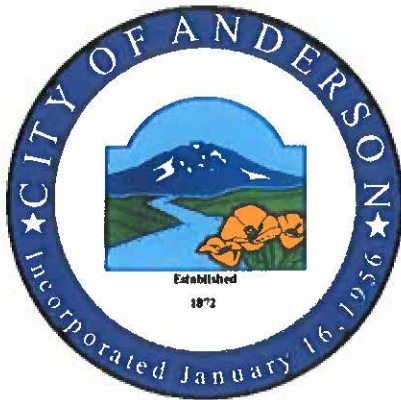
VENDOR	NAME DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
010518	TOMASINI BLACKSMITHING & WELDI PROFESSIONAL SERVICES	11/22/2024	033572	356.11
010668	TYLER TECHNOLOGIES, INC. ANNUAL SOFTWARE FEES	11/22/2024	033573	27,278.78
010732	UPS SHIPPING FEES	11/22/2024	033574	32.90
010733	UPS SUPPLY CHAIN SOLUTIONS, IN SHIPPING CHARGES	11/22/2024	033575	57.89
010771	AMITY VALDEZ REIMBURSEMENT	11/22/2024	033576	35.62
011739	CRAIG VAN ERT REIMBURSEMENT	11/22/2024	033577	77.95
010881	VESTRA RESOURCES INC. 0 PROFESSIONAL SERVICES	11/22/2024	033578	393.75
010981	DAVID WAKLEY REIMBURSEMENT	11/22/2024	033579	38.33
011064	WM CORPORATE SERVICES, INC DUMP FEES	11/22/2024	033580	7,108.57
011764	ALEC WHITE REIMBURSEMENT	11/22/2024	033581	28.34
011305	PETER WICKENHEISER REIMBURSEMENT-TUITION	11/22/2024	033582	1,124.50
				203,912.75



 Signature

11/22/24

 Date



AGENDA ITEM

December 3, 2024 City Council Meeting

Approved for Submittal By:


Joey Forseth-Deshais, City Manager

To Be Presented By:


Cindy Wheeler, Finance Director

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Cindy Wheeler, Finance Director/Treasurer

Date: December 3, 2024

SUBJECT

Annual adoption of City Investment Policy

RECOMMENDATION

The Finance Director recommends that the City Council, by motion:

Adopt a Resolution establishing the City's Investment Policy.

FISCAL IMPACT

Adoption of the City Investment Policy will not have an effect on city expenses. Because the City takes a conservative approach to investing public funds, the Investment Policy has the impact of keeping investment income relatively low. However, this is necessary to ensure the safety of public funds.

DISCUSSION and BACKGROUND

Sections 53600 and 53609 of the California Government Code place several requirements on the investments of city funds, and impose requirements for reporting to the City Council about investment activities.

One of the requirements is the City Council must review and adopt the City's investment policy annually.

Each year staff reviews the City Investment Policy for changes and presents the policy to Council for review and adoption. The investment policy remains unchanged from the prior year and consistently emphasizes the following order of criteria for investment of city funds: *safety, liquidity* and lastly *yield*.

The Finance Director recommends that the City Council consider and adopt the attached investment policy.

ATTACHMENTS

1. Resolution adopting the City Investment Policy

RESOLUTION NO. 24-

RESOLUTION ADOPTING AN INVESTMENT POLICY

WHEREAS, in accordance with the Government Code, the Treasurer has delivered to the City Council a proposed statement of investment policy; and

WHEREAS, the City Council of the City of Anderson has reviewed the policy and determined it will provide sound guidance for the investment of city funds toward the investment goals of safety, liquidity and return; and

WHEREAS, the City Council of the City of Anderson now wishes to adopt this investment policy.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Anderson hereby adopts the investment policy attached as Exhibit A to this resolution.

PASSED AND ADOPTED by the City Council of the City of Anderson on this 3rd day of December 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Stan Neutze, Mayor

Christy White, City Clerk

City of Anderson
Investment Policy

1.0 Introduction. The purpose of this document is to identify policies that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. This policy is to guide investment of city funds toward the investment goals of safety, liquidity, and return.

2.0 Policy. It is the policy of the City of Anderson to invest public funds not required for immediate day-to-day operations in safe and liquid investments having an acceptable return while conforming to all state statutes and the city's investment policy governing the investment of public funds.

3.0. Scope. This policy covers the investment activities of temporarily idle funds under the direct authority of the City.

3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis. The city's Annual Comprehensive Financial Report identifies the fund types involved as General Funds, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Enterprise Funds, Internal Service Funds, Redevelopment Funds, Trust Funds, and Assessment District Funds. Any new funds created by the City Council, unless specifically exempted, shall be included in the investment pool.

3.2 Investments held separately. In some instances, investments cannot be included in the city's investment pool. These may include investments of bond proceeds, MissionSquare contributions, PERS contributions, and others. In these cases, the funds will be held separately when required by law, contract, or other authority.

4.0 Objectives. Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the city's investment activities shall be:

4.1 Safety. Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio and reduce both credit and market risk.

4.2 Liquidity. The city's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.

4.3 Return on Investment. Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City shall attempt to obtain an acceptable return provided that the requirements of safety and liquidity are first met.

The City Finance Director/Treasurer shall strive to maintain the level of investment of all contingency reserves and inactive funds as close to 100% as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to produce optimum revenues, consistent with state statutes and local ordinances.

5.0 Duties and Responsibilities. By the annual adoption of this policy, the management of inactive cash and the investment of funds identified in paragraph 3.1 is the responsibility of the City Finance Director/Treasurer as directed by the City Council. Under the authority granted by the City Council, no person may engage in an investment transaction covered by the terms of this policy unless directed by the Finance Director/Treasurer.

In the execution of this delegated authority, the Finance Director/Treasurer may establish accounts with qualified financial institutions and brokers/dealers for the purpose of effecting investment transactions in accordance with this policy. The criteria used to select qualified financial institutions and brokers/dealers are identified in paragraph 14 of this policy.

6.0 Prudence. Section 53600.3 of the California Government Code identifies as trustees those persons authorized to make investment decisions on behalf of a local agency. As a trustee, the standard of prudence to be used shall be the "prudent investor" standard and shall be applied in the context of managing the overall portfolio. Investments shall be made with judgment and care-under circumstances then prevailing which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

7.0 Ethics and Conflicts of Interest. All participants in the city's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment recommendations

and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

8.0 Authorized Investments.

8.1 Pooled Investments. The City Finance Director/Treasurer may invest City funds in the following instruments as specified in the California Government Code, Section 53601, and as further limited in this policy.

8.1.1 Obligations of the U.S. Government, its agencies and instrumentalities, including mortgage-backed securities with a fixed coupon issued by an agency of the U.S. Government.

8.1.2 Bankers Acceptances that are eligible for purchase by the Federal Reserve System. Purchases may not exceed 180 days of maturity or 15% of the portfolio.

8.1.3 Certificates of Deposit. Deposits should not exceed one-year maturity. Deposits will be collateralized as specified in paragraph 9.0 of this investment policy. Deposits must be issued by nationally or state-chartered banks and cannot exceed 30% of the portfolio.

8.1.4 Prime Commercial Paper of the highest numerical rating of Moody's Investment Services, Inc. or Standard & Poors Corporation. Further, eligible paper is limited to issuing corporations that are organized and operating within the United States and having total assets in excess of \$500 million and having a "AA" or higher rating for other debt of the issuer. Purchases may not exceed 270 days of maturity or 15% of the portfolio, and may not represent more than 5% of the outstanding paper of an issuing corporation.

8.1.5 Medium-term Corporate Notes of a maximum of five years until maturity issued by corporations organized and operating within the United States and rated in the "AAA" or "AA" categories of Moody's Investment Services, Inc. and Standard and Poors Corporation. Purchases may not exceed 15% of the portfolio.

8.1.6 Money market funds (whose portfolio consists of one or more of the foregoing legal investments).

8.1.7 Sweep accounts for the investment of overnight funds when the funds are swept into investments allowed by this policy.

8.1.8 Local Agency Investment Fund (LAIF) of the State of California. Investments will be made in accordance with the laws and regulations governing those Funds.

8.1.9 Passbook accounts maintained solely to provide for ongoing operational needs shall be subject to the requirements of this policy.

8.2 Investments Held Separately. Investments of bond funds will be made in conformance with the trust indenture for each issue. Such investments will be held separately when required.

9.0 Collateralization. Investments in time certificates of deposit shall be fully insured up to \$100,000 by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation, as appropriate. Investments in time certificates of deposit in excess of \$100,000 shall be properly collateralized as required by law.

10.0 Unauthorized Investments/Investment Activities. Investments not specifically included under paragraph 8 of this policy are disallowed. Additionally, Section 53601.6 of the California Government Code disallows the following: inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages. Futures, options, or any leveraged purchases are not allowed.

11.0 Investment Strategy.

11.1 Pooled Investments. A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesirable sale of investments prior to maturity. Occasionally, the City Finance Director/Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is clearly favorable to do so. To further provide for liquidity, investments will be made only in readily marketable securities actively traded in the secondary market.

11.2 Investments Held Separately. Investments held separately for bond proceeds will follow the trust indenture for each issue.

12.0 Diversification. The portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions. In addition to the limitations on specific security types indicated in paragraph 8.0 of this investment policy, and with the exception of U.S. Treasury/Federal agency securities and authorized pools, no more than 5% of the city's portfolio will be placed with any single issuer.

13.0 Maximum Maturities.

13.1 Pooled Investments. A policy of laddered maturities will be followed for pooled investments. At least 50% of the portfolio will be invested in instruments maturing within one year from the current date. No more than 25% of the entire portfolio may have a maturity date between 3 and 5 years from the current date. Investments having a maturity greater than 5 years will not be made. The average portfolio investment maturity shall be 3 years or less. A dollar-weighted average will be used in computing the average maturity of the portfolio.

13.2 Investments Held Separately. Maturities for investments held separately will conform with the trust indenture for each issue.

14.0 Selection of Financial Institutions and Brokers/Dealers. Investments shall be purchased only through well-established, financially sound institutions. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the city's investment policy, and a return cover letter which must be signed indicating that the investment policy has been read and understood. Qualified financial institutions must provide a copy of current audited financial statements and verification of federal charter. Broker/dealers must provide current audited financial statements and verification that the firm is in good standing with a national securities exchange.

15.0 Purchase, Payment, Delivery, Safekeeping and Custody. A competitive bid process, when practical, will be used to place all investment transactions. All security transactions entered into by the City shall be conducted on a delivery-vs.-payment basis. All securities owned by the City will be held by a third-party custodian designated by the City Finance Director/Treasurer and evidenced by a periodic statement from the custodian. All securities will be held in the nominee name of the custodian.

16.0 Performance Standard for Pooled Investments. Laddered maturities and a buy-and-hold strategy for pooled investments will cause the investment portfolio to attain a market-average rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs. Since at least 50% of the portfolio must mature within 1 year, the rate of return will be more closely related to, but lag behind, changes in short-term market rates. The rate of return of the investment portfolio will be based on the maturity value of the investments. A dollar-weighted average of yields to maturity will be used in calculating the rate of return of the entire portfolio.

17.0 Reporting. Section 53646 of the California Government Code require specific reports of investments and transactions to the City Council and City Manager.

17.1 Pooled Investments. The investment report shall be submitted quarterly by the City Finance Director/Treasurer within 30 days following the end of the

quarter covered by the report. The quarterly report shall include the following elements:

- Itemized listing of portfolio investments by type, date of maturity, yield to maturity, and issuer.
- Par value, dollar amount invested, book value, and current market value if applicable. The source of the market values will be cited.
- Credit ratings of corporate notes
- Weighted average yield and days to maturity of the portfolio
- Percent of portfolio maturing within one year, one to three years, and three to five years
- Percent that each type of investment represents in the portfolio
- Investment transactions for the reporting period
- Statement that the investment portfolio has the ability to meet the city's cash flow demands for the next six (6) months.
- Statement of compliance of the portfolio with the city's investment policy.

An annual report for pooled investments will also be made to the City Council following the close of the fiscal year. The annual report will include a review of the composition of the portfolio, a discussion of trends impacting the portfolio, and a statement regarding anticipated fund activity in the next fiscal year.

17.2 Investments held Separately. A report of investments held separately, including deferred compensation balances, shall be made quarterly within 30 days following the end of the quarter and submitted as an exhibit in the City Finance Director/Treasurer's quarterly report.

18.0 Exceptions. Occasionally, exceptions to some of the requirements specified in this investment policy may occur for pooled investments because of events subsequent to the purchase of investment instruments. State law is silent as to how exceptions should be corrected. Exceptions may be temporary or more lasting; they may be self-correcting or require specific action. If specific action is required, the City Finance Director/Treasurer should determine the course of action that would correct exceptions to move the portfolio into compliance with state and city requirements. Decisions to correct exceptions should not expose the assets of the portfolio to undue risk, and should not impair the meeting of financial obligations as they fall due. Any subsequent investments should not extend existing exceptions.

19.0 Internal control. The Finance Director/Treasurer shall establish and maintain a system of appropriate internal controls to ensure compliance with policies and procedures. The controls are designated to prevent losses of public funds arising from fraud, error or imprudent actions by employees and officers of the City.

20.0 Investment Policy Adoption. Section 53646(a) of the California Government Code requires the City Finance Director/Treasurer to render to the City Council a

statement of investment policy no less frequently than once each year. The city's investment policy and any modifications thereto shall be considered at a public meeting. Adoption shall be made by resolution of the City Council.

City of Anderson
Investment Policy – Glossary

Bankers Acceptance: Investment vehicle created to facilitate international commercial trade transactions. The bank accepts responsibility to repay a loan to the holder of the investment vehicle created in a commercial transaction. The creditworthiness of Bankers Acceptances are enhanced because they are secured by the issuing bank, the goods themselves, and the importer. Bankers Acceptance are sold on a discounted basis.

Bond Indenture (or Trust Indenture): Written agreement specifying the terms and conditions for issuing bonds, stating the form of the bond being offered for sale, interest to be paid, the maturity date, call provisions and protective covenants, if any, collateral pledged, the repayment schedule, and other terms. It describes the legal obligations of a bond issuer and the powers of the bond trustee, who has the responsibility for ensuring that interest payments are made to registered bondholders.

Buy and Hold Strategy: Investments in which management has the positive intent and ability to hold each issue until maturity.

Certificates of Deposit: Large denomination (\$100,000 or more) interest-bearing time deposits, paying the holder a fixed amount of interest at maturity. Funds cannot be withdrawn before maturity without giving advance notice and without a penalty.

Collateralization: To secure a debt in part or in full by pledge of collateral, asset pledged as security to ensure payment or performance of an obligation.

Commercial Paper: Short-term IOU, or unsecured money market obligation, issued by prime-rated commercial firms and financial companies, with maturities from 2 days up to 270 days. A promissory note of the issuer used to finance current obligations and is a negotiable instrument.

Delivery Versus Payment: Securities industry term indicating payment is due when the buyer has securities in hand or a book entry receipt.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Laddered Portfolio: Bond investment portfolio with securities in each maturity range (e.g. monthly) over a specified period of time (e.g. five years).

Leverage: Investing with borrowed money with the expectation that the interest earned on the investment will exceed the interest paid on the borrowed money.

Local Agency Investment Fund (LAIF): A voluntary investment program offering participating agencies the opportunity to participate in a major portfolio which daily invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. Investment in LAIF, considered a short-term investment, is readily available for cash withdrawal on a daily basis.

Nominee: Registered owner of a stock or bond if different from the beneficial owner, who acts as holder of record for securities and other assets. Typically, this arrangement is done to facilitate the transfer of securities when it is inconvenient to obtain the signature of the real owner, or the actual owner may not wish to be identified. Nominee ownership simplifies the registration and transfer of securities.

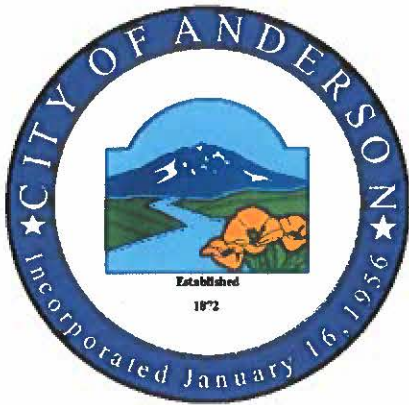
Pooled Investment: Grouping of resources for the common advantage of the participants.

Sweep Account: Short-term income fund into which all uninvested cash balances from the non-interest-bearing checking account are automatically transferred on a daily basis.

Third-Party Custodian: Corporate agent, usually a commercial bank, who, acting as trustee, holds securities under a written agreement for a corporate client and buys and sells securities when instructed. Custody services include securities safekeeping, and collection of dividends and interest. The bank acts only as a transfer agent and makes no buy-sell recommendations.

U.S. Government Securities: Securities issued by the U.S. Government and its agencies which are either directly or indirectly backed by the full faith and credit of the United States. U.S. Government securities include Treasury Bills, Notes, and Bonds. Agency securities include those issued by the Federal National Mortgage Association, Federal Home Loan Bank, and similar agencies.

Yield to Maturity: The rate of annual income returns on an investment expressed as a percentage, adjusted for any discounts, and spread over the period from the date of purchase to the date of maturity.




AGENDA ITEM

December 3, 2024 City Council Meeting

Approved for Submittal By:


Joey Forseth-Deshais, City Manager

To Be Presented By:


Collin Bogener, City Attorney

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Collin Bogener, City Attorney

Date: December 3, 2024

SUBJECT

Consider approval Resolution No. __, authorizing the City Manager to execute the Property Transfer Agreement for Transfer of Fee Interest and all closing documents with the State Department of Fish & Wildlife, California Wildlife Commission Board for the acquisition of the Anderson River Park.

RECOMMENDATION

The City Attorney recommends that the City Council:

- 1) Receive a Staff Report
- 2) Approve Resolution No. __, authorizing the City Manager to execute the Property Transfer Agreement for Transfer of Fee Interest and all closing documents with the State Department of Fish & Wildlife, California Wildlife Conservation Board for the acquisition of real property identified as the Anderson River Park.
- 3) Make a determination that the acquisition is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), (3) and 15378(a) of the CEQA Guidelines because the proposed acquisition does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.

FISCAL IMPACT

The property is being transferred to the city at no cost. The city is already responsible for the maintenance of the property. The City will be responsible for closing costs, such as recording fees, escrow fees, and transfer taxes, which will be paid from the General Fund.

DISCUSSION and BACKGROUND

The Anderson River Park is one of the best attractions the City has to offer. The concert venue, splash pad and soccer fields are just a few of the benefits the local community is able to experience at the park. However, the park itself is not owned by the City. Instead, it is owned by the California Department of Fish & Game.

The State acquired the park property from Thomas and Dorothy Dodson in 1966. On or around April 18, 1967, the City entered into a "Cooperative Agreement" for the operation and maintenance of the park with the State. Per this agreement, the City was to maintain and keep the park in good repair, and in return, the State would permit the City to use the park as a fishing and recreation area.

In the last couple years, the State and the City have been in discussions regarding the transfer of ownership of the park from the State to the City. After performing environmental review and engaging in further discussions about the transfer, the State has agreed to transfer most of the park to the City at no cost.

Attached to this staff report is a resolution and the proposed transfer agreement. Per the resolution, the City Manager will be authorized to execute the transfer agreement and any other necessary documents to effectuate the close of escrow on the transaction. Under Government Code section 65402, the City will also be required to obtain approval from the Planning Commission prior to close of escrow that the transfer is consistent with the City's General Plan.

The transfer agreement pertains to APNs 201-630-006, 201-500-003, 201-500-018, 052-060-001. The transfer does not include the "river parcel" which is the parcel surrounded by water that has no access. That parcel will continue to be owned by the State. Importantly, there is a covenant in the transfer agreement that all parcels will revert back to the State if the City ceases to use the property for fishing and recreational purposes.

Once the City completes any further due diligence efforts and the Planning Commission reviews for general plan consistency, the transaction will close escrow with a grant deed recording the property in the name of the City.

ATTACHMENT

1. Proposed Resolution No. ____
2. Transfer Agreement

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANDERSON AUTHORIZING THE CITY MANAGER TO EXECUTE A PROPERTY TRANSFER AGREEMENT FOR TRANSFER OF FEE INTEREST AND ALL CLOSING DOCUMENTS WITH THE DEPARTMENT OF FISH & WILDLIFE, CALIFORNIA WILDLIFE CONSERVATION BOARD FOR THE ACQUISITION OF THE ANDERSON RIVER PARK

WHEREAS, The City of Anderson has maintained portions of the Anderson River Park, including APNs 201-630-006, 201-500-003, 201-500-018, and 052-060-001 (hereinafter "the Property"), since 1967 through a Cooperative Agreement with the State Department of Fish & Wildlife, which is the owner of the Property; and

WHEREAS, the State has agreed to transfer the Property to the City at no cost, in exchange for the City continuing to operate the Property for fishing and recreational public purposes, which is further set forth pursuant to the terms in the Property Transfer Agreement for Transfer of Fee Interest (hereinafter "Agreement"), attached hereto as **Exhibit "A"**; and

WHEREAS, pursuant to the Agreement, if the City fails to use the Property for fishing and recreational purposes, the Property will revert back to the State Department of Fish & Wildlife; and

WHEREAS, the proposed transfer of the Property will need to be reviewed by the Planning Commission pursuant to Government Code section 65402 prior to close of escrow to determine whether the Property is in conformity with the adopted General Plan and escrow will not close until that determination has been made; and

WHEREAS, the City is responsible for any closing costs, which will come from the General Fund; and

WHEREAS, staff recommends that the City Council authorize the City Manager to sign the purchase agreement and any closing documents associated with the Property; and

WHEREAS, the proposed acquisition is exempt from review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), (3) and 15378(a) of the CEQA Guidelines because the proposed acquisition does not constitute the approval of a project under CEQA and, therefore, environmental review under CEQA is not required at this time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Anderson finds that the transfer of the Property as proposed is for the common public benefit and will be reviewed for consistency with the General Plan, and hereby authorizes the City Manager to execute the Property Transfer Agreement for Transfer of Fee Interest and all closing documents for the City's purchase of the Property, all subject to approval as to form by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Anderson this ___th day of December 2024.

Mayor, Stan Neutze

ATTEST:

Christy White, City Clerk

CALIFORNIA WILDLIFE CONSERVATION BOARD

**PROPERTY TRANSFER AGREEMENT
FOR TRANSFER OF FEE INTEREST**

Project Name: Anderson Fishing Access (Transfer)

Project ID: 2023022

County: Shasta County

Assessor Parcel Number(s): 201-630-006, 201-500-003, 201-500-018, 052-060-001

Escrow Holder: Placer Title Company

Address: 2145 Larkspur Lane, Suite A, Redding, CA 96002

Escrow No.

Title Company: Placer Title Company

Preliminary Title Report No.

Deed dated:

State:

Wildlife Conservation Board

Mailing address:

P.O. Box 944209

Sacramento, CA 94244-2090

Attn: Executive Director

Phone: (916) 445-8448

City:

City of Anderson

Mailing address:

1887 Howards Street

Anderson, CA 96007

Attn: City Manager

Phone: (530) 378-6626

The parties to this Property Transfer Agreement for Transfer of Fee Interest (Agreement) are the State of California acting by and through the Wildlife Conservation Board on behalf of the California Department of Fish and Wildlife (State) and the City of Anderson (City). The parties agree as follows:

RECITALS

- A. State currently owns the Anderson Fishing Access (Property) as a public access property which provides a boat launch, angling access, hiking, and other public recreation on the shores of, and into, Sacramento River.
- B. Historically, State entered into a cooperative agreement and developed the Anderson River Park Management Plan (ARPMP) with City whereby City agreed to operate, manage, and maintain the Property and address incompatible public uses.
- C. The cooperative agreement and ARPMP with the City are no longer pertinent, due to the lack of viable wildlife habitat, over the State's property as increased public uses have resulted in impacts to wildlife habitat.
- D. State desires to transfer the Property to a public entity financially capable and willing to own, operate, and maintain the Property in perpetuity for purposes of a boat launch facility, angling access, public access, public recreation, and habitat restoration and conservation.
- E. The Wildlife Conservation Board, pursuant to Fish and Game Code section 1348(c)(2), may transfer property held under the jurisdiction of the California Department of Fish and Wildlife.
- E. City desires to take ownership of the Property and is financially capable of owning and operating the Property for such purposes in perpetuity.

AGREEMENT

1. State agrees to grant to City certain real property, located in Shasta County, subject to the terms and conditions hereof. The Property is legally described in **Exhibit A** attached hereto and incorporated herein by reference. The Property includes easements appurtenant to it. In addition to transfer of the Property, State intends to assign, and City intends to assume, a State Lands Commission lease for certain real property adjacent to the Property over which a boat launch and associated facilities exist, subject to the prior written approval of the State Lands Commission.
2. State and City agree that there is no purchase price for the transfer of the Property. City's commitment to manage and maintain the Property in perpetuity

for a boat launch facility, angling access, public access, public recreation, and habitat restoration and conservation is the consideration for this transfer.

3. State and City agree that pursuant to the deed, City shall own the Property and operate it solely for a boat launch facility, angling access, public access, public recreation, and habitat restoration and conservation in perpetuity and any non-conforming use of the Property by City shall give rise to a reversionary interest in the State. State and City further agree that City shall consult with, and obtain approval from, WCB for any transfer of land outside the City's ownership.
4. Escrow.

Opening of Escrow. Escrow has been opened with Placer Title Company by City (Escrow). City and State agree to execute and deliver to Escrow Holder, in a timely manner, all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portion of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

Close of Escrow. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed (as defined in Section 5, below) is recorded in the Official Records of the County.

5. Conditions of Title. The Property shall be conveyed to City by State by a grant deed, in the form as set forth in **Exhibit B** (Grant Deed), subject only to (a) a lien to secure payment of real estate taxes and assessments, not delinquent; (b) the lien of current supplemental taxes, not delinquent; (c) such other title matters affecting the Property created by or with the written consent of City; (d) all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use.) affecting the development, use, occupancy or enjoyment of the Property; (e) all matters which would be apparent from an inspection of the Property; (f) all matters which would be disclosed by a survey of the Property; and (g) exceptions which are approved and/or accepted by City in accordance with Section 7(a)(i) of this Agreement (collectively, the Approved Conditions of Title).

Title Policy. Title shall be evidenced by Escrow Holder's title insurance underwriter (Title Company) issuing its standard California Land Title Association (CLTA) Owner's Policy of Title Insurance to City showing title to the Property vested in City, subject only to the Approved Conditions of Title (Title Policy). City shall pay the expense of issuing the Title Policy. In addition, City shall pay for any endorsements to the Title Policy.

Conditions to Close of Escrow.

Conditions to City's Obligations. The Close of Escrow and City's obligation to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or City's waiver in writing thereof) for City's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

Title. Pursuant to the terms and conditions of this subsection, City shall have the right to approve any and all matters of and exceptions to title of the Property, as disclosed by the following documents and instruments (collectively, the Title Documents): (A) a Preliminary Report issued by Escrow Holder with respect to the Property; and (B) legible copies of all documents, whether recorded or unrecorded, referred to in such Preliminary Report. In the event that City's Title Notice disapproves of any matter of title shown in the Title Documents, State shall, within thirty (30) business days after City's Title Notice is received by State, give City written notice (State's Title Notice) of those disapproved title matters, if any, which State is unwilling or unable after reasonable and good faith efforts to have eliminated from title to the Property by the Close of Escrow. If State's Title Notice refuses to remove any items disapproved by City, or fails to deliver State's Title Notice, City's sole remedy shall be to (i) proceed with the transaction contemplated hereby despite such objections, which shall thereupon irrevocably be deemed to have been withdrawn, or (ii) terminate this Agreement. Failure of City to take either one of the actions described in clause (i) or (ii) in the previous sentence shall be deemed to be City's election to take the action described in clause (i). If this Agreement is terminated pursuant to this Section 7(a)(i), State and City will have no further obligations or rights to one another under this Agreement;

Inspections and Studies/Costs. For the period of time commencing on the Effective Date and ending at 5:00 p.m. (PST) on the forty-fifth (45th) calendar day thereafter (Contingency Period), City shall have the right to conduct any and all non-destructive inspections, investigations, tests and studies (including, without limitation, investigations with regard to zoning, building codes and other governmental regulations, architectural inspections, engineering tests, economic feasibility studies and soils, seismic and geologic reports, environmental testing and investigations to determine if all needed entitlements can be procured in an acceptable form to develop City's intended development) with respect to the Property as City may elect to make or maintain. Nothing herein shall authorize any subsurface testing or drilling on the Property by City or its environmental consultants unless specifically approved in writing by State, which State may condition or deny in its sole and absolute discretion. The cost of any such inspections, tests and/or studies shall be borne by City. If City desires to conduct invasive testing at the Property, City and State shall enter into State's right of entry permit to facilitate such testing.

Right of Entry; Indemnification. Between the Effective Date and the Close of Escrow (provided that City approves the Property prior to the

expiration of the Contingency Period), City and City's employees, agents, contractors, subcontractors and consultants (collectively, City's Representatives) shall have the right to enter upon the Property, at reasonable times during ordinary business hours, upon notice to State at least three (3) business day prior to entry, to perform such non-destructive inspections, investigations, tests and studies. City, in performing its non-destructive inspections, investigations, tests and studies hereunder shall not unreasonably interfere with the operation of the Property, and agrees to coordinate its activities on the Property with State in advance to avoid any such interference. Following any such non-destructive tests or inspections, City agrees to promptly return any portions of the Property damaged or altered by City during such tests or inspections to substantially the same condition which existed prior to such test or inspection. In the event City fails to promptly restore Property in accordance with the preceding sentence, State may, in its sole and absolute discretion, restore the Property and all costs and expenses shall be paid immediately by City upon demand by State. City shall indemnify, defend and hold State, including its agencies, departments, boards, commissions, officers, agents, employees and the Property harmless from any and all claims, damages or liabilities arising out of or resulting from the entry onto or activities upon the Property by City or City's Representatives or liens arising from City's due diligence review of the Property.

Contingency Period Notice. Prior to the expiration of the Contingency Period, City shall deliver to State and Escrow Holder written notice (Contingency Period Notice) of its approval or disapproval of the Property. The failure of City to timely deliver the Contingency Period Notice shall be deemed to constitute City's approval of the Property. In the event City timely delivers the Contingency Period Notice to State disapproving the Property, State and City will have no further obligations or rights to one another under this Agreement. If this Agreement is terminated pursuant to this subsection, City shall deliver to State (i) any documents and materials delivered to City by State, and (ii) at no cost and without warranty as to correctness, copies of all reports, studies, maps and engineering studies that were generated by third parties for City with respect to the Property, including, but not limited to, all environmental reports, surveys, marketing reports, geotechnical reports, lot studies and improvement plans.

Title Insurance. As of the Close of Escrow, Title Company shall have committed to issue the Title Policy to City;

State's Representations. All representations and warranties made by State to City in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

State's Obligations. As of the Close of Escrow, State shall have performed all of the obligations required to be performed by State under this Agreement; and

Conditions to State's Obligations. The Close of Escrow and State's obligation to consummate the transactions contemplated in this Agreement are subject to the satisfaction of the following conditions (or State's waiver thereof) for State's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

City's Obligations. City shall have timely performed all of the obligations required to be performed by City under this Agreement;

City's Representations. All representations and warranties made by City to State in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects as of the Close of Escrow;

Truthfulness at Close of Escrow. The representations and warranties of City set forth in this Agreement shall be true and correct, on and as of the Close of Escrow as if those representations and warranties were made on and as of such time;

Assignment of State Lands Commission Lease. State's assignment, and City's assumption, of the State Lands Commission Lease shall have been approved by the State Lands Commission.

Failure of Condition to Close of Escrow. If the conditions set forth in Section 7(a) or Section 7(b) are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of City or State, except as otherwise provided herein, the Parties shall have no further obligations hereunder.

Deposits by State. At least one (1) business day prior to the Close of Escrow, State shall deposit with Escrow Holder the following documents:

Grant Deed. The Grant Deed, duly executed and acknowledged in recordable form by State, conveying fee simple title to the Property to City, subject only to State's reversionary interest and the Approved Conditions of Title.

Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or City in order to close Escrow in accordance with the terms of this Agreement.

Deposits By City. At least one (1) business day prior to the Close of Escrow, City shall deposit or cause to be deposited with Escrow Holder the following:

Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder or State in order to close Escrow in accordance with the terms of this Agreement.

Costs and Expenses. All transfer taxes, title insurance premiums and recording and escrow fees shall be paid by City.

Prorations.

Taxes/Assessments. State is exempt from property taxes and none are or will be owing at Close of Escrow.

Other Expenses. All other expenses for the Property, if any, shall be prorated as of 12:01 a.m. on the day of the Close of Escrow between the Parties based upon the latest available information.

Corrections. If any errors or omissions are made regarding adjustments and prorations as set forth herein, the Parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made at the Close of Escrow regarding adjustments or prorations, the Party shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto.

12. Condition and Inspection of Property. Notwithstanding any other provision of this Agreement to the contrary, State makes no representation or warranty (except as expressly set forth in Section 14, below) whatsoever regarding the Property, the physical condition of the Property, its past use, its compliance with laws (including, without limitation, laws governing environmental matters, zoning, and land use), or its suitability for City's intended use. CITY ACCEPTS TRANSFER OF THE PROPERTY IN AN "AS-IS," "WHERE IS," "WITH ALL FAULTS" CONDITION, SOLELY BASED UPON TCPUD'S INVESTIGATION OF THE CONDITION OF THE PROPERTY AND THE FUTURE USE AND DEVELOPMENT WHICH MAY BE MADE OF THE PROPERTY. STATE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR ANY CONTAMINATION ON, IN, OR UNDER THE PROPERTY. CITY SHALL DETERMINE BY ITS OWN INVESTIGATIONS AND ANALYSES WHETHER THE PROPERTY IS FREE FROM CONTAMINATION. CITY HEREBY RELEASES STATE FROM ALL CLAIMS, DAMAGES, AND LIABILITIES WHICH MAY ARISE FROM THE PRESENCE ON, IN, OR UNDER THE PROPERTY OF MATERIALS OR SUBSTANCES DEFINED OR REGULATED IN ANY FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS AS HAZARDOUS, TOXIC, OR HARMFUL TO HEALTH OR THE ENVIRONMENT. TCPUD SPECIFICALLY AGREES THAT THE RELEASE GIVEN STATE IN THIS SECTION APPLIES TO ANY CLAIM, RIGHT OF ACTION, OR RIGHT OF CONTRIBUTION WHICH MAY ARISE UNDER FEDERAL "CERCLA," THE CALIFORNIA HEALTH AND SAFETY CODE, OR ANY OTHER SIMILAR FEDERAL, STATE, OR LOCAL LAWS OR REGULATIONS, CITY ACKNOWLEDGES THAT IT IS NOT AND WILL NOT ACT IN RELIANCE UPON ANY REPRESENTATIONS MADE BY STATE, OR UPON ANY INFORMATION SUPPLIED BY STATE. CITY IS ACTING AND WILL ACT ONLY UPON

INFORMATION OBTAINED BY IT DIRECTLY FROM ITS OWN INSPECTION OF THE PROPERTY AND FROM PUBLIC RECORDS OR FROM INDEPENDENT THIRD PARTIES. CITY hereby represents and warrants that City is relying solely upon City's own due diligence, and prior to the end of the Contingency Period will have conducted its own independent inspection, investigation, and analysis of the Property as it deems necessary or appropriate in so acquiring the Property from State, including, without limitation, any and all matters concerning the condition, use, sale, development or suitability for development of the Property. State would not transfer the Property to City without the foregoing provision and the waiver and release contained in Section 13 hereof.

13. Property Condition Waiver. Notwithstanding any other provision of this Agreement to the contrary, following the Close of Escrow City waives its right to recover from State, its agencies, departments, boards, commissions, officers, agents, and employees (collectively, State's Representatives), and hereby waives, releases and forever discharges State and State's Representatives from any and all damages, losses, liabilities, costs or expenses whatsoever (including attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way arising out of or connected with the Property, including (i) the physical condition, nature or quality of the Property, including geologic conditions, (ii) the failure of the Property to comply with any law or regulation applicable thereto, (iii) the environmental condition of the Property, (iv) the quality of the labor and materials included in any buildings or other improvements or fixtures comprising any portion of the Property (including latent defects), (v) the presence of asbestos and lead-based paint, (vi) the failure of the Property, including any existing improvements thereon, to comply with any law or regulation applicable thereto, and (vii) the inaccuracy or incompleteness of any documents and materials provided to City by State. The foregoing waiver and release shall exclude only those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to (i) a material matter actually known to State (excluding constructive notice) and (1) not disclosed to City and (2) not discovered by City prior to the Close of Escrow, and (ii) any breach by State of its express representations or warranties under this Agreement. In connection with foregoing waiver and release, City expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

City's Initials

State's Representations and Warranties. In consideration of City entering into this Agreement, State makes the representations and warranties set forth in this Section 14. For the purpose of this Agreement, without creating any personal liability on behalf of such individual, usage of "to State's actual knowledge," or words to such effect, shall mean the present, actual knowledge of the California Department of Fish and Wildlife/Wildlife Conservation Board, excluding constructive knowledge or duty of inquiry, existing as of the Effective Date. In the event that City, prior to Close of Escrow, becomes aware, from State or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to City by State or its consultants or agents, which will have a material, adverse impact on City, the Property or the intended use of the Property, City, as its sole option and remedy, may either (i) terminate this transaction, thereby waiving any claims or actions that City may have against State as a result of such inaccuracy or omission, or (ii) proceed with the Close of Escrow hereunder, thereby waiving any rights that City may have against State as a result of such inaccuracy or omission. City agrees that, under no circumstances, shall City be entitled to accept the Property hereunder and then bring any claim or action against State for damages as a result of such inaccuracy or omission, except if such inaccuracy or omission is based on fraud or intentional misrepresentation by State. The representations and warranties of State set forth in this Section 14 shall survive the Close of Escrow for a period of six (6) months.

State's Authority. State is the sole owner of fee title to the Property and has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby in the execution, delivery and performance of this Agreement. Furthermore, the execution and delivery of this Agreement has been duly authorized and no other action by State is required in order to make it a valid and binding contractual obligation of State.

No Prior Transfers. To the actual knowledge of State, except as disclosed in the documents and materials provided to City, Title Documents, and this Agreement, State has not previously sold, transferred or conveyed the Property, or granted to any other person or entity any right or interest in all or any part of the Property and State has not entered into any executory contracts for the sale of all or any part of the Property (other than this Agreement), nor do

there exist any rights of first refusal or options to purchase the Property, other than this Agreement.

Legal Actions. To the actual knowledge of State, there is no pending lawsuit, threatened suit, action, arbitration, legal, administrative or other proceeding or governmental investigation, which affects the Property.

State's Disclosures.

No known disclosures.

16. Without limiting the above, City on behalf of itself and its successors and assigns waives its right to recover from, and forever release and discharges, State from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the property or any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Section 25100 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; or any of the regulations adopted and publications promulgated pursuant to said laws as such laws and regulations may be amended from time-to-time.

17. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile to the number set forth below (provided that, notices given by facsimile shall not be effective unless the sending party delivers the notice also by one other method permitted under this Section); (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that,

the sender has in its possession the return receipt to prove actual delivery); or (d) one (1) business day after the notice has been deposited with either Golden State Overnight, FedEx or United Parcel Service to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

TO STATE: Wildlife Conservation Board

Mailing address:
P.O. Box 944209
Sacramento, CA 94244-2090
Attn: Executive Director

Phone: (916) 445-8448

TO CITY: City of Anderson

Mailing address:
1887 Howard Street
Anderson, CA 96007
Attn: City Manager

Phone: (530) 378-6646

TO ESCROW HOLDER:

Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this Section 17, and that any person to be given notice actually receives such notice. Any notice to a party which is required to be given to multiple addresses shall only be deemed to have been delivered when all of the notices to that party have been delivered pursuant to this Section. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A party may change or supplement the addresses given above, or designate additional addressees, for purposes of this Section by delivering to the other party written notice in the manner set forth above.

18. This Agreement shall be construed under, and shall be governed by, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the laws of the State of California.

19. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

20. All of the City's and State's warranties, indemnities, representations, covenants, obligations, undertakings and agreements contained in this Agreement shall survive the Close of Escrow of the Property, and the execution and delivery of this Agreement and of any and all documents or instruments delivered in connection herewith; and no warranty, indemnity, covenant, obligation, undertaking or agreement herein shall be deemed to merge with the Grant Deed for the Property.

21. This Agreement shall be binding upon and shall inure to the benefit of the grantees, transferees, successors and permitted assigns of the Parties hereto.

22. This Agreement (including all Recitals and Exhibits attached hereto), is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

23. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one, and the same instrument.

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD

By: _____ Date: _____
Jennifer M. Norris, PhD, Executive Director

CITY OF ANDERSON

By: _____ Date: _____
Joey Forseth-Deshais, City Manager

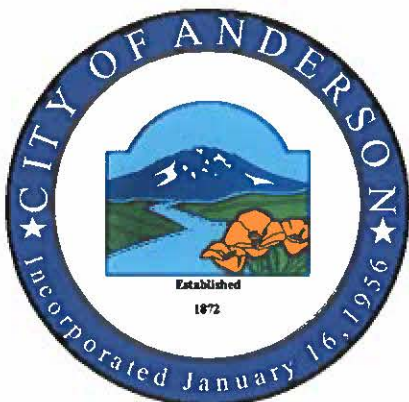
I hereby certify that all conditions for exemption have
been complied with and this document is exempt from
Department of General Services approval.

WILDLIFE CONSERVATION BOARD

By: _____
Jennifer M. Norris, PhD, Executive Director

Approval Recommended:

Michael Shaw
Senior Land Agent



AGENDA ITEM

December 3, 2024, City Council Meeting

Approved for Submittal By:

Joey Forseth-Deshais, City Manager

To Be Presented By:

Joey Forseth-Deshais, City Manager, Oliver Collins, Chief of Police

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Joey Forseth-Deshais, City Manager and Oliver Collins, Chief of Police

Date: December 3, 2024

SUBJECT

Amend the Classification and Compensation Plan by amending and adding the Job Description for Administrative Assistant (PD).

RECOMMENDATION

The City Manager recommends that the City Council:

Adopt a Resolution amending the Classification and Compensation Plan by amending and adding a job description for the Administrative Assistant position.

FISCAL IMPACT

This proposal aims to achieve an estimated annual cost savings of \$24,253 by restructuring an administrative position within the Police Department. Currently, the role of Police Administrative Services Manager, responsible for overseeing the department's Services Division, is vacant. This position has a salary range of \$31.53 to \$42.33 per hour (from Step 1 to Step 7), which equates to an annual salary of \$88,046.40, based on the 2024 City of Anderson Management pay schedule.

The proposal recommends transitioning this role to a Police Department Administrative Assistant, which would provide essential administrative support to the department at a lower cost. This new role is aligned with the pay scale of the other city positions, offering a salary range of \$22.89 to \$30.67 per hour (from Step 1 to Step 7), with an annual salary of \$63,794 according to the 2024 Teamsters Local #137 MOU.

This restructuring would result in annual savings of \$24,253 for the general fund by shifting from the higher-cost Administrative Services Manager position to the more cost-effective Administrative Assistant role. This shift enables more efficient use of resources while still supporting the department's essential functions.

DISCUSSION and BACKGROUND

In the past, the police department's executive command structure included a Chief, a Captain, two Lieutenants, and an Administrative Services Manager. This proposal is to update this structure to streamline operations and improve efficiency.

The recent addition of a Support/Administrative Services Division Supervisor has already fulfilled the need for oversight of several critical areas, including records, community service officers, property and evidence, and cadet supervision. This role covers the responsibilities that the Administrative Services Manager once held, making that position redundant.

However, there is a growing need for an Administrative Assistant dedicated to supporting the Chief of Police and Command Staff. This position would oversee a range of complex, sensitive, and specialized tasks essential to the department's daily operations and high-level decision-making. The attached job description provides further details on the scope and responsibilities of this proposed role.

This revised structure will optimize resources, enhance the police department's efficiency, and better serve our community's needs.

ATTACHMENT

1. Proposed Resolution
2. Administrative Assistant Job Description
3. Teamsters Local #137 MOU Pay Schedule (2024)

RESOLUTION NO. 24-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANDERSON
AMENDING THE CITY OF ANDERSON
POSITION CLASSIFICATION AND COMPENSATION PLAN**

WHEREAS, Chapter 2.56 of the Anderson Municipal Code establishes a Personnel Merit system for the administration of all personnel matters; and

WHEREAS, said Chapter provides for the periodic review, amendment, and adoption by resolution of changes in the system's Classification and Compensation Plan; and

WHEREAS, the City Manager has reviewed the Plan and has recommended that certain changes be made; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Anderson hereby amends the Classification and Compensation Plan by:

1. Adding the classification of Administrative Assistant (PD) (job description attached); and
2. Establishing the pay range of \$22.89 to \$30.67 per hour for both positions

PASSED AND ADOPTED by the City Council of the City of Anderson this 3rd day of December 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stan Neutze, Mayor

ATTEST:

Christy White, City Clerk

**ADMINISTRATIVE ASSISTANT
POLICE DEPARTMENT - CIVILIAN POSITION**

DEFINITION

Under general supervision, performs a variety of complex, sensitive, specialized and confidential administrative and office support functions for the Chief of Police and the Police Command Staff (collectively known as "Executive Management"), including composing correspondence for signature, writing reports, conducting research, assignment work and deadlines, ensuring timely and accurate responses to assignments. Performs other related duties as required.

SUPERVISION RECEIVED AND EXERCISED

The Police Administrative Specialist receives general supervision from the Chief of Police and Police Department Command Staff. Exercises no supervisory duties.

CLASS CHARACTERISTICS

This is an administrative assistant for the Police Department. This class is distinguished from other Police support positions by the nature, diversity and scope of responsibilities originating from this level and requires a superior level of confidentiality and sensitivity.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides essential confidential administrative support to the Office of the Chief of Police.
- Composes routine correspondence; prepares drafts and a wide variety of finished documents from notes, brief written or oral instructions.
- Disseminates information to Command Staff as needed. Creates, maintains, updates, and tracks confidential files/information, including employee personnel files, ensuring accuracy and completeness.
- Assures confidentiality of sensitive files per Department Policy, local ordinance, State and Federal statutes.
- Acts as the confidential liaison for all administrative requests and concerns. Processes DMV Requests for Confidentiality; maintains file and notifications to DMV when employee is no longer eligible.
- Tracks evaluations for Department personnel, notifying Executive Management of evaluations due for current month, as well as those past due.
- Maintains DMV employer pull notices, deletions, and additions.

CITY OF ANDERSON
ADMINISTRATIVE ASSISTANT - 2024

- Prioritizes and tracks time-sensitive events and assignments to ensure timely completion. Compiles and maintains complex sensitive records.
- Establishes, updates, and maintains manual and automated filing systems to store and track records/information.
- Maintains the required State forms and logs for citizen complaints per guidelines and directives.
- Maintains the Departmental log and required forms for Internal Affairs investigations per Departmental guidelines.
- Receive and sort mail, processing paperwork, accounts payable.
- Provides Live scan and ink fingerprint to staff and public.
- Coordinates background checks and issues permits and badges for applicants
- Ordering supplies and department forms.
- Processes payroll and employee transaction forms and file department records.
- Oversees the DUI Cost Recovery Program.
- Provides a variety of information gathering and records retrieval research services
- Attends and participates in community events.
- Assists in the recruitment testing process.
- Organizes own work, sets priorities and meets critical deadlines with minimal direction.
- Performs other duties as assigned.

QUALIFICATIONS

Knowledge of:

- Modern office practices and procedures including business correspondence.
- Microsoft Office software including desktop publishing software.
- Public relations techniques and procedures.
- Record-keeping and report writing principles and procedures.
- Modern office practices, methods, and equipment.
- English usage, grammar, spelling, vocabulary, and punctuation.
- Records management systems (both manual and automated).
- Techniques for providing a high level of customer service by effectively dealing with the public and City staff.

Ability to:

- Perform administrative assignments independently with a high degree of accuracy and under minimum supervision.
- Organize your own work and set priorities.
- Follow oral and written directions.
- Exercise good judgment in safeguarding confidential or sensitive information.
- Independently make decisions when required and exercise initiative when appropriate using established guidelines.
- Communicate effectively verbally and in written.

CITY OF ANDERSON
ADMINISTRATIVE ASSISTANT - 2024

- Read and comprehend complex technical material and directives.
- Compose correspondence and minutes from marginal notes.
- Meet deadlines under pressure.
- Make business arithmetic computations.
- Maintain confidentiality of information.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Operate office equipment with efficiency; type at speeds necessary for the successful completion of assigned duties.

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

A High school diploma or GED is required supplemented by coursework in public or business administration or related field preferred. A minimum of three years' administrative experience is required. Experience at the level of an Executive Assistant progressively responsible experience in secretarial or office administrative experience, including experience providing support to senior management staff in a public agency preferred, and extensive training in the use of computer and word processing software.

Licenses and Certifications:

Possession of, or ability to obtain, a valid California Driver's License by time of appointment. Within the first year of employment, obtain and maintain Notary Commission throughout employment.

The position requires a background check, polygraph examination, and pre-employment medical examination.

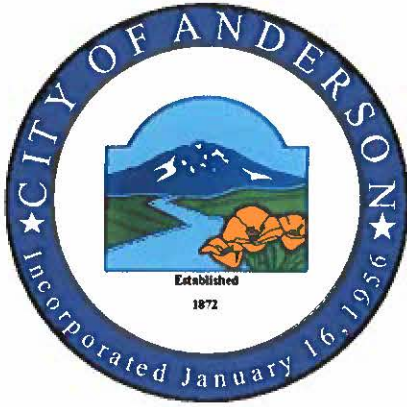
PHYSICAL DEMANDS

Eyesight sufficient to read data, memos, spreadsheets, vouchers, computer screens; manual dexterity to operate a personal computer, photocopier, word processor; ability to sit for extended periods; stand, walk, bend reach above and below shoulders, lift and carry objects weighing up to 30 pounds, work occasional long hours.

EXHIBIT "A"
SCHEDULE OF WAGE RATES
Effective: March 8, 2024

Classification	Salary Step Hourly Pay rate							Step 7 Monthly Equivalent
	1	2	3	4	5	6	7	
Sr. Citizens Coordinator	16.83	17.67	18.56	19.48	20.46	21.48	22.55	3,909
Clerk Typist Custodian Police Cadet	16.83	17.67	18.56	19.48	20.46	21.48	22.55	3,909
Account Clerk I Animal Control Assistant Clerk Typist II	17.28	18.15	19.05	20.01	21.01	22.06	23.16	4,015
Public Safety Records Clerk Secretary	18.84	19.78	20.77	21.81	22.90	24.04	25.25	4,376
Account Clerk II	19.78	20.76	21.80	22.89	24.04	25.24	26.50	4,594
Animal Control Officer Community Services Officer Maintenance Worker	20.76	21.80	22.89	24.04	25.24	26.50	27.83	4,823
Lead Maintenance Worker	21.18	22.24	23.35	24.51	25.74	27.03	28.38	4,919
Account Clerk III Sr. Maintenance Worker Permit Technician	21.79	22.88	24.03	25.23	26.49	27.82	29.21	5,063
Recreation Supervisor Wastewater Treatment Plant O.I.T.	22.89	24.03	25.23	26.49	27.82	29.21	30.67	5,316

Classification	Salary Step Hourly Pay rate							Step 7 Monthly Equivalent
	1	2	3	4	5	6	7	
Engineering Technician	24.05	25.25	26.52	27.84	29.23	30.70	32.23	5,587
Fleet Maintenance Coordinator								
Maintenance Working Supervisor								
Parks Supervisor								
Support/Admin. Div. Supervisor								
Wastewater Collection Working Supervisor								
Wastewater Treatment Plant Operator	25.25	26.51	27.83	29.22	30.69	32.22	33.83	5,864
Building Inspector	26.49	27.82	29.21	30.67	32.20	33.81	35.50	6,154
Chief Water Operator III	27.67	28.50	29.35	30.23	31.14	32.07	33.03	5,726
Assistant Planner	27.79	29.18	30.64	32.17	33.78	35.47	37.24	6,455
Accountant								
Wastewater Treatment Plant Operator III								
Wastewater Treatment Plant Supervisor	29.20	30.66	32.19	33.80	35.49	37.27	39.13	6,783
Senior Building Inspector	29.79	31.28	32.84	34.48	36.21	38.02	39.92	6,919
Associate Planner								



AGENDA ITEM

December 3, 2024, City Council Meeting

Approved for Submittal By:


Joey Forseth-Deshais, City Manager

To Be Presented By:


Adam Whelen, Public Works Director

To: Honorable Mayor and Members of the Anderson City Council

Through: Joey Forseth-Deshais, City Manager

From: Adam Whelen, Public Works Director

Date: December 3, 2024

SUBJECT

Professional Services Agreement with R3 Consulting Group for On-Call Consulting Services.

RECOMMENDATION

The Public Works Director recommends that the City Council:

Consider authorizing the City Manager to execute an agreement with R3 Consulting Group, Inc. for solid waste management consulting services, including legislative compliance, reporting requirements, and additional on-call services.

FISCAL IMPACT

The cost of the contract is \$105,000 for the two-year agreement, funded by waste management franchise fees.

DISCUSSION and BACKGROUND

To achieve compliance with state laws surrounding mandatory commercial recycling and climate pollutant reduction, specifically Assembly Bills 341 and 1826 and Senate Bill 1383, the City of

Anderson Public Works Department is seeking support from R3 Consulting Group to provide services to complete the required tasks and avoid penalties for non-compliance.

R3 Consulting Group has submitted a proposal which will provide compliance support in the following areas:

- AB 341: Mandatory Commercial Recycling and AB 1826: Mandatory Commercial Organics Recycling
 - Create and implement education plans for qualifying commercial businesses.
 - Conduct on-site inspections of businesses and determine eligibility.
 - Perform all necessary recordkeeping for annual reporting requirements.
- SB 1383: Short-Lived Climate Pollutant Reduction
 - Assist with transitioning to organic waste collection once the recycling facility is operational.
 - Perform outreach, on-site evaluations, recordkeeping, reporting, and route reviews.
 - Provide training for City staff and assist with additional compliance requirements.
- Grant Writing and Funding
 - Assist with researching and writing grants for funding opportunities to help offset the costs of complying with AB 341, AB 1826, and SB 1383.

R3 Consulting Group is proving to be a valued partner to the City. They are participating in the ongoing negotiations with Waste Management and providing guidance to staff as we withdraw from the Shasta County Waste Management Agency JPA. R3 has a solid reputation for providing exceptional service while assisting municipal agencies with identifying challenges, evaluating alternatives, and implementing cost-effective, environmentally sound, and community-friendly solid waste solutions.

ATTACHMENT

1. Professional Services Agreement

**CITY OF ANDERSON
PROFESSIONAL SERVICES AGREEMENT WITH
WITH R3 CONSULTING GROUP, INC.**

FOR

SOLID WASTE MANAGEMENT CONSULTING SERVICES

THIS AGREEMENT ("Agreement"), made and entered into this ____th day of _____, 2024, is by and between the City of Anderson, a California municipal corporation, hereinafter referred to as "City" and "Client", and R3 Consulting Group, Inc., hereinafter referred to as "Consultant."

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

<u>Section/Title</u>	<u>Page No.</u>
SECTION 1 - ORGANIZATION AND CONTENTS	1
SECTION 2 - DESCRIPTION OF PROJECT	2
SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE	2
SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE	2
SECTION 5 - COMPENSATION	2
SECTION 6 - RESPONSIBILITY OF CONSULTANT	3
SECTION 7 - RESPONSIBILITY OF CITY	3
SECTION 8 - INDEMNIFICATION	4
SECTION 9 - INSURANCE	4
SECTION 10 - GENERAL PROVISIONS	4
10.1 - Access to Records	4
10.2 - Assignment	4
10.3 - Changes to Scope of Work - Basic Services	4
10.4 - Compliance with Laws, Rule, Regulations	5
10.5 - Conflict of Interest	5
10.6 - Exhibits Incorporated	5
10.7 - Independent Contractor	5
10.8 - Integration; Amendment	5
10.9 - Jurisdiction	5
10.10 - Notice to Proceed; Progress; Completion	6
10.11 - Ownership of Documents	6
10.12 - Subcontracts	6
10.13 - Term; Termination	6
10.14 - Notice	7
SECTION 11 - SPECIAL PROVISIONS	7

SECTION 2 - DESCRIPTION OF PROJECT

City desires to undertake that certain project, hereinafter referred to as "project," described in **EXHIBIT "A"** entitled "**DESCRIPTION OF PROJECT**" and to engage Consultant to provide the required professional services relating to it.

SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic services in connection with the project as are set forth more particularly in **EXHIBIT "B"** entitled "**SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE**" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in **EXHIBIT "B."** In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and City has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to **EXHIBIT "C"** entitled "**SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE.**"

SECTION 5 - COMPENSATION; PAYMENT OF FEES

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner and in accordance with the payment schedule as set forth in **EXHIBIT "D"** entitled "**COMPENSATION.**" Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on the 1st day of the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review

each such invoice and retain them in accordance with **EXHIBIT "D,"** provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 6 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. It is expressly understood by all parties to this Agreement that Consultant makes no guarantee or warranty whatsoever to the success of this project.

SECTION 7 - RESPONSIBILITY OF CITY

To the extent appropriate to the project contemplated by this Agreement, City shall:

- 7.1** Assist Consultant by placing at Consultant's disposal all available information pertinent to the project, including previous reports and any other data relative to design and construction which may be applicable to it.
- 7.2** Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.
- 7.3** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.
- 7.4** Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.
- 7.5** Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the project.
- 7.6** Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

SECTION 8 - INDEMNIFICATION

Consultant shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liability arising out of or relating to any negligent act or omission of Consultant or Consultant's employees or agents in rendering the services required by this Agreement and shall indemnify them against such liability in connection therewith.

Client agrees to limit the liability of Consultant, its principals, employees, and subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract, or strict liability up to the limit of Client's insurance requirements. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon. If Consultant fails to maintain the insurance required under this Agreement, this provision will no longer be in effect, and Consultant will be liable directly for any claim.

Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Consultant shall not be required to sign any documents, requested by any party, including Client, that would result in Consultant having to certify, guarantee, warrant, or state the existence of conditions whose existence Consultant cannot ascertain. Client also agrees not to make resolution of any dispute with Consultant or payment of any money due to Consultant in any way contingent upon Consultant signing any such certification, guarantee, warranty, or statement.

SECTION 9 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this Agreement shall be as set forth in **EXHIBIT "E,"** entitled **SPECIAL PROVISIONS**.

SECTION 10 - GENERAL PROVISIONS

10.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least (1) year following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and

inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 4 hereinabove.

10.2 Assignment

This Agreement is binding to heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

10.3 Changes to Scope of Work - Basic Services

City may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

10.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder.

10.5 Conflict of Interest

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to any provisions of the Anderson Municipal Code and California law relating to conflict of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then each such person will be required to comply with said provisions in connection with the services they render to the City under this Agreement. City shall advise Consultant of any such provisions prior to the date of execution of this Agreement.

10.6 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

10.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Anderson and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others

during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

10.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

10.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in the County of Shasta. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

10.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultants shall diligently proceed with the work authorized and complete it within the agreed time period.

10.11 Ownership of Documents

Client acknowledges all reports, drawings, specifications, field data, notes, photographs, videos, and other documents, including all such documents on electronic media, prepared by Consultant and Consultant's subconsultants are instruments of service and shall remain the property of Consultant and Consultant's subconsultants and may be used by Consultant without the consent of Client. Consultant and Consultant's subconsultants shall be deemed the authors and owners of their respective instruments of service, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with this Agreement is not to be construed as publication in derogation of the reserved rights of Consultant or Consultant's subconsultants. Upon request and payment of all costs involved, Client is entitled to a copy of all final drawings and specifications for use in connection with the project for which the drawings and specifications have been prepared. Client acknowledges that its right to utilize final drawings and specifications and the

services of Consultant provided pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all its obligations under this Agreement. In the event Client is in default of any of the terms and conditions of this Agreement, any license or right to utilize the instruments of service by Client is automatically revoked. In the event of any conflict between this provision and the requirements of the California Public Records Act (the "Act"), the parties will follow the requirements of the Act.

10.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the work to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

10.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the work, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retentions. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days' prior written notice of such termination to Consultant.

10.14 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: **Joey Forseth-Deshais, City Manager**
City of Anderson
1887 Howard Street
Anderson, CA 96007
- b. To Consultant: **Carrie Baxter**
R3 Consulting Group, Inc.
1512 Eureka Road, Suite 220
Roseville, CA 95661

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

SECTION 11 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on **EXHIBIT "E"** entitled **"SPECIAL PROVISIONS."**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF ANDERSON

R3 CONSULTING GROUP, INC.

Joey Forseth-Deshais
City Manager

Print Name: _____
Title: _____

Date

Date

ATTEST:

Christy White
City Clerk

EXHIBIT "A"

SOLID WASTE MANAGEMENT CONSULTING SERVICES

The Consultant will provide support in achieving compliance with state laws, including AB 341, AB 1826, and SB 1383, and provide solid waste management on-call assistance for the City of Anderson.

EXHIBIT “B”

SCOPE OF SERVICES—BASIC; SCOPE OF SERVICES

The Consultant shall provide services as described in the “On-Call Consulting Services – R3 Proposal” as prepared by R3 Consulting on November 4, 2024. The scope is attached.

EXHIBIT “C”

SCOPE OF SERVICES—ADDITIONAL; COMPLETION SCHEDULE

No additional services are scheduled. Completion is scheduled for December 2026.

EXHIBIT "D"

COMPENSATION; PAYMENT OF FEES

The consultant shall provide services as described in the "On-Call Consulting Services – R3 Proposal" as prepared by R3 Consulting Group, Inc. on November 4, 2024. The scope is attached.

The lump sum fee for the services over two years, as described in Exhibit "B" – Scope of Services, is \$105,000.00.

EXHIBIT "E"

SPECIAL PROVISIONS

INSURANCE REQUIREMENTS FOR CONSULTANT

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims and injuries to persons or damages to property which may arise from or in connection with the work hereunder by the CONSULTANT, his agents, representatives, employees or subcontractors. The cost of such insurance shall be the sole responsibility of the CONSULTANT.

A. Minimum Scope of Coverage:

Insurance shall cover:

1. Professional Liability.
2. Comprehensive General Liability.
3. Automobile Liability.
4. Workers Compensation.

B. Minimum Limits of Insurance:

1. Professional Liability: \$2,000,000 errors and omissions.
2. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers Compensation: Limits as set forth in the Labor Code of the State of California.

C. Deductibles:

Any deductibles must be declared to and approved by the City.

D. Other Insurance Provisions:

The Policies must contain the following provisions:

1. General Liability and Automobile Liability Coverage:
 - a. The City, its officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the CONSULTANT; premises owned, leased, or used by the

CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees and volunteers.

- b. The CONSULTANT's insurance coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance maintained by the City, its officials, employees and volunteers shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers.
- d. coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

2. Workers Compensation:

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by CONSULTANT for the City.

3. All Coverage:

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days advance written notice to City by certified mail, return receipt requested.

E. Acceptability of Insurers:

Insurance shall be placed with insurers admitted to do business in California and with a Best rating of no less than A+.

F. Verification of Coverage:

CONSULTANT shall furnish the City with certificates of insurance coverage with the City named as an additional insured, and with original endorsements affecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the City before work commences.

G. Subcontractors:

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

April 5, 2024

Mr. Adam Whelen
Director of Public Works
City of Anderson
1887 Howard St.
Anderson, CA, 94607
submitted via email: awhelen@ci.anderson.ca.us

SUBJECT: On-Call Consulting Services – R3 Proposal *(Updated November 4, 2024)*

Dear Mr. Whelen,

R3 Consulting Group, Inc. (R3) is pleased to submit our proposal to the City of Anderson (City) for On-Call Consulting Services, including legislative compliance support and grant writing support.

R3 specializes in providing solid waste management consulting services to local governments throughout California, including:

- » Planning, implementation, and monitoring in support of legislative compliance with Senate Bills 1383 and 1016 and Assembly Bills 939, 341, 1826, 1594, 1669, 901, and 876.
- » Public education and outreach support, including conducting staff trainings and in-person workshops, creating resource guides, and developing print and online material to specifically address new/ongoing solid waste legislation and best practices for solid waste management.
- » Rate and financial reviews and analyses of fees, rates, and rate structure options.
- » Competitive procurements and negotiations of collection, processing, and disposal services, including transition assistance to new hauler(s).
- » Reviewing municipal operations and performance and providing findings and recommendations.

Project Team

Sarah Koplowicz, Sr. Consultant, will serve as Project Lead and primary point of contact for this engagement. Sarah will be supported by **Carrie Baxter**, Principal, **Rose Radford**, Director, **Peggy Paulsen**, Managing Consultant, and **Angela Micheletti**, Associate Consultant. As Corporate Secretary, Carrie has the authority to contractually obligate R3 and negotiate contracts on behalf of the organization.

* * * * *

We appreciate the opportunity to submit our proposal to the City. Should you have any questions or need any additional information, please don't hesitate to reach out directly.

Sincerely,



Sarah Koplowicz | Sr. Consultant
R3 Consulting Group, Inc.
415.686.3398 | skoplowicz@r3cgi.com



Carrie Baxter | Principal
R3 Consulting Group, Inc.
916.878.7413 | cbaxter@r3cgi.com

1. SCOPE OF WORK

Project Understanding

The City is seeking a consultant for support in achieving compliance with state laws, including AB 341, AB 1826, and SB 1383. R3 Consulting is ready to provide these services, as outlined below. To achieve compliance with state laws and local regulations, the City has several tasks it must complete in coming years, in partnership with the City's franchised waste hauler (Hauler). Initially, R3 will focus on compliance with AB 341 and AB 1826, as directed by the City, with a future transition to focus on full SB 1383 compliance once the City has completed negotiating a new agreement and the Hauler has completed constructing the appropriate facility that will accept and process organic waste on behalf of the City.

Scope of Work

Task 1 Compliance Support for AB 341: Mandatory Commercial Recycling (MCR)

For compliance with AB 341, R3 Consulting will create and implement an education plan for commercial businesses and multi-family dwellings (MFDs). R3 staff will then conduct onsite inspections of businesses that do not yet have a recycling bin and fall under the requirements of AB 341. We will determine whether the customer qualifies for a waiver or enroll them in recycling collection service with the Hauler. If a waiver is granted, R3 will send waiver notices to the recipients. Finally, R3 will conduct all necessary recordkeeping for annual reporting to CalRecycle via the Electronic Annual Report (EAR) due August 1.

Task 1 Deliverable

- Outreach and education plan.
- Onsite evaluations of up to eighty (80) commercial businesses/MFDs.
- Waiver assessments and notifications of up to eighty (80) commercial businesses/MFDs.
- Enrollment in recycling collection services for up to eighty (80) commercial businesses/MFDs.
- Recordkeeping and reporting associated with AB 341 requirements.

Task 2 Compliance Support for AB 1826: Mandatory Commercial Organics Recycling (MORE)

For compliance with AB 1826, R3 will create and implement an education plan for commercial businesses and MFDs. R3 staff will then conduct onsite inspections of businesses that do not yet have an organic waste bin or exemption and fall under the requirements of AB 1826. We will determine whether the customer qualifies for a waiver or enroll them in organic waste collection service with the Hauler. If a waiver is granted, R3 will send waiver notices to the recipients. Finally, R3 will conduct all necessary recordkeeping for annual reporting to CalRecycle via the EAR due August 1.

Task 1 Deliverables

- Outreach and education plan.
- Onsite evaluations of up to one hundred (100) commercial businesses/MFDs.
- Waiver assessments and notifications of up to one hundred (100) commercial businesses/MFDs.
- Enrollment in recycling collection services for up to one hundred (100) commercial businesses/MFDs.
- Recordkeeping and reporting associated with AB 1826 requirements.

Task 3 Compliance Support for SB 1383: Short-Lived Climate Pollutant Reduction (SLCP)

The City anticipates having access to organic waste collection and recycling at a local facility via its Hauler within the next two years. Therefore, the City requires transition assistance in achieving compliance with SB 1383 once organic waste collection and recycling is operational. The City anticipates having access to organic waste collection and recycling at a local facility via its Hauler within the next two years. Therefore, the City requires transition assistance in achieving compliance with SB 1383 once organic waste collection and recycling is operational.

Task 3A Program Implementation and Coordination

For this task, R3 will provide program implementation support for organic waste collection system, outreach, recordkeeping, reporting, and edible food recovery. Through regular meetings with City staff, R3 will assist in developing an implementation plan and internal policies and/or procedures to meet the regulatory requirements of SB 1383.

In addition, R3 suggests an additional optional subtask to complete an SB 1383 Compliance Gap Analysis as part of the program implementation and coordination. The Compliance Gap Analysis would identify exactly what the City needs to do for full compliance with the requirements of SB 1383, in addition to the other tasks identified by the City, listed below.

Task 3B Education and Outreach

R3 will develop an education and outreach plan to ensure the annual educational requirements of SB 1383 are met each year to notify all of the City's residents, businesses, and schools. As part of that plan, R3 will do a desk audit to determine compliance of the 360 commercial businesses located in the City and all residents. Compliance with SB 1383 means all residents and business must have access to organic waste collection containers or be approved by the City for an organic waste collection waiver.

Following the desk audit, R3 will conduct onsite visits in order to issue waivers for businesses as appropriate, and ensure businesses are meeting the requirements of SB 1383. Specifically, R3 will provide education to employees and customers on correct sorting practices and provide guidance on the regulatory requirements.

Task 3C Route Reviews

In Year 2 and following the onsite visits, R3 staff will conduct route reviews for assessing container contamination and issue notices or fines for non-compliance as needed.

R3 proposes to complete the following to complete the Route Reviews:

- » Project planning and kick-off meeting with City staff and Hauler as needed.
- » Data request and analysis for commercial and residential routes, including customer account data in Excel format and route maps, as available.
- » Conducting "lid flip" contamination checks of containers at service locations for approximately 10% of commercial and residential accounts, taking photos and notes and leaving contamination tags for customers.
- » Presentation of findings to City staff with draft report and final report

Task 3D Edible Food Recovery

R3 will use edible food recovery analysis performed by the City to determine any Food Recovery Organizations and Tier 1 and Tier 2 edible food generators within the City.

R3 will clarify which edible food recovery tasks have been conducted within the City. We will then work with City staff to develop a follow up strategy with any tiered generators and food recovery organizations that are not reporting or being visited as part of the current program. In addition, R3 will be available to assist in reporting on edible food recovery capacity available within the City.

R3 proposes to complete the following in support of the City's Edible Food Recovery programs:

- » Identify any Tier 1 & 2 edible food generators that still need to be provided an annual notification requirement(s) of the law.
- » Support on responding to the County's questions related to Capacity Planning efforts required to be completed prior to August 1, 2024.
- » Outreach to food recovery organizations as needed and appropriate.
- » Site visits to Tier 1 and Tier 2 edible food generators as needed to inform them of the law and review on-site records including the required contract with a food recovery organization and food donation records.

Task 3E Recordkeeping and Reporting

R3 will assist the City in the development of an internal recordkeeping and reporting program. R3 will provide a brief memorandum writeup describing the pros and cons of existing tools for the Implementation Record, including storage options for the City file system and other alternatives. The memorandum will include information about other Cities' approaches and the options around frequency of updates. Following our assessment of the current level recordkeeping and reporting, we will engage with staff responsible for recordkeeping to document procedures and protocols.

Task 3F Procurement of Organic Waste Products

R3 will assist the City in assessing its compliance with the requirements to procure recycled-content paper products. We will conduct one remotely hosted training for staff responsible (in particular, staff responsible for paper product purchasing).

We will also provide the City with direct service provider agreement options to meet the recovered organic waste products requirements and assist as directed with contracting to meet the City's regulatory requirements.

Task 3 Deliverable

- SB 1383 Compliance Gap Analysis (*OPTIONAL*)
- Outreach and education plan.
- Onsite evaluations of up to two hundred fifty (250) commercial businesses/MFDs.
- Waiver assessments and notifications of up to two hundred fifty (250) commercial businesses/MFDs.
- Enrollment in organic waste and/or recycling collection services for up to two hundred fifty (250) commercial businesses/MFDs.
- Route reviews of approximately 10% of subscribed customers in all sectors, including contamination notices and recommendations for citations for non-compliance as needed; one (1) Draft Report and one (1) Final Report.
- Edible Food Recovery edible food generator monitoring and support for recordkeeping and reporting.
- Procurement plan and internal policies for recycled-content paper and ROWPs.
- Recordkeeping and reporting associated with SB 1383 requirements, including Implementation Record document and system development.

Task 4 On-Call Assistance

In our experience, additional requests related to the above scope of work come up from time to time. To account for this, we are including an On-Call Assistance task for optional services in our proposed budget to cover \$5,000 per year of unanticipated items outside the proposed scope of work that may arise. Additional work requested by the City beyond this will be billed on a time and materials basis at the hourly rates listed in Table 2 on the following page. The following are some optional tasks that may be requested:

Task 4A Grant Writing and Funding

The City requested specific assistance with research and writing grants for funding opportunities to help offset the costs of complying with AB 341, AB 1826, and SB 1383. R3 Consulting will provide support on identifying appropriate grants and writing grant applications to successfully fund the programs associated with Tasks 1-3.

Task 4B Assistance with Coordinating

R3 will attend state and regional meetings, on behalf of the City, to monitor solid waste issues. R3 will track legislation and anticipated State of California regulations that will impact the City's recycling and waste reduction program.

R3 will participate in meetings with CalRecycle and other applicable agencies on behalf of the City, as well as assume responsibility for all ongoing communication with the City's local assistance and market development representatives. We will report to City staff on all pertinent issues and will bring follow-up actions from these regional and state agency coordination meetings.

2. PROJECT SCHEDULE

R3's proposed schedule, below, incorporates tentative dates.

TASK	START DATE	COMPLETION DATE
1. Compliance Support for AB 341	November 2024	December 2025
2. Compliance Support for AB 1826	November 2024	December 2025
3. Compliance Support for SB 1383	October 2025	December 2026
4. On-Call Assistance	November 2024	December 2026

3. PROJECT BUDGET

R3 proposes to complete the project for a total cost of **\$100,000**, or **\$50,000** per year. **Table 1**, below, shows the cost breakdown. Any additional consulting services beyond those proposed will be charged at the standard rates shown in **Table 2**, below. Fees for the additional work will be billed monthly at the first of each month, for the preceding month, and are due within 30 days of the invoice date.

Table 1: Cost Breakdown

TASK	FY 24-25	FY 25-26
1. Compliance Support for AB 341	\$ 17,500	\$ 5,000
2. Compliance Support for AB 1826	\$ 17,500	\$ 5,000
3. Compliance Support for SB 1383	\$ 10,000	\$ 35,000
a. SB 1383 Compliance Gap Analysis (OPTIONAL)	\$ 5,000	-
4. On-Call Assistance	\$ 5,000	\$ 5,000
ANNUAL SUBTOTALS	\$ 55,000	\$ 50,000
CONTRACT TOTAL	\$100,000	

Table 2: Standard Rates

CLASSIFICATION	HOURLY RATE
Principal	\$ 325 per hour
Sr. Director	\$ 325 per hour
Director	\$ 290 per hour
Sr. Managing Consultant	\$ 250 per hour
Managing Consultant	\$ 225 per hour
Sr. Consultant	\$ 210 per hour
Consultant	\$ 190 per hour
Associate Consultant	\$ 175 per hour
Expert Witness	1.5x Rates Listed Above
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - Private or company car	At Current Federal Rate
Travel - Other	Direct cost
Delivery and other expenses	Direct cost

4. PROJECT TEAM RESUMES

Our project team resumes can be found in the following pages. They will be the primary, day-to-day staff responsible for this engagement. Our team is also able to draw upon additional staff members as may be needed.





Sarah Koplowicz

Sr. Consultant, Project Lead



About

Sarah Koplowicz has been working in the solid waste management industry for over 17 years, with a focus on Zero Waste programs and policies. She helped establish the UC Davis Zero Waste system campus-wide, spent more than ten years working in event production providing Zero Waste management to millions of people throughout the state of California, performed dozens of waste audits and waste characterization studies, and has provided environmental sustainability training and education to businesses, residents, and municipalities. Sarah contributes her extensive hands-on experience working in the field with a wide variety of community members and stakeholders. She excels at assessing systems and providing analyses that lead to widespread improvements in cost and efficiency, while also maximizing resource recovery.

Since joining R3, Sarah has worked with 60+ jurisdictions across California on a range of solid waste projects, including compliance with and enforcement of state laws such as SB 1383, AB 341, and AB 1826, monitoring hauler compliance with franchise agreements, negotiations and procurement, operational reviews, and outreach and education tailored to individual communities.

Education & Certifications

- » Master of Science in Environmental Management, University of San Francisco
- » Bachelor of Arts, University of California, Davis
- » Certified Manager of Zero Waste, Solid Waste Association of North America

Relevant Experience

» On-Call Services | City of Rancho Cordova

Currently assisting the City with ongoing solid waste management needs, including monitoring compliance with AB 341, AB 1826, and SB 1383, updating exemptions, working closely with code enforcement to process waivers, conduct compliance inspections, and ongoing enforcement actions. Developed a new reporting form for the City to submit to CalRecycle detailing commercial compliance and assisted with development of new reporting forms for the haulers to provide to the City on a monthly/quarterly/annual basis. Providing ongoing monitoring of reports submitted by haulers to the City in accordance with the commercial non-exclusive franchise agreements (NEFA) and residential exclusive Franchise Agreement.

» On-Call Services | City of Martinez

Currently working with the City to provide ongoing support as needed for SB 1383 implementation. This includes review of hauler reports and outreach materials, updating the environmentally preferable purchasing policy for SB 1383 such as recycled content paper products and recovered organic waste products, and producing the restructured EAR for CalRecycle. Also providing support to City and hauler staff for education and outreach to local businesses and technical assistance for compliance with local and state laws.

» SB 1383 Compliance and On-Call Assistance | County of San Benito

Currently working with the County to ensure compliance with regulatory requirements, including SB 1383, AB 341, and AB 1826. Developed a report summarizing current green waste systems in place and future projections for tonnage and applications. Supported the County with drafting a report including evaluation of current and future planned programs, how it compares with similar jurisdictions, and a review of what the County will need to do when the rural exemption for SB 1383 expires. Provided training and recordkeeping materials on conducting site visits to Tier 1 and Tier 2 edible food generators for edible food recovery, as well as follow up needed to ensure compliance with SB 1383 requirements. Assisted with updating the County's purchasing policy to be SB 1383 compliant and to emphasize reuse, sale, or donation of surplus goods. Also assisted with development of new Non-Exclusive Franchise Agreements (NEFA) for the commercial haulers that operate in the County, and adoption of the NEFA contracts in 2024.

» SB 1383 Implementation Services | City of Albany

Providing comprehensive services to support the City in achieving compliance with SB 1383 requirements. This includes a compliance gap analysis, updating Municipal Code, ongoing compliance reports to CalRecycle, negotiating a new franchise agreement with the existing hauler, creating a plan and tracking tool for procurement of recovered organic waste products, updating internal purchasing policy, producing materials for outreach and education, oversight of edible food recovery and technical assistance to commercial/MFD sector, conducting route reviews, creating a recordkeeping and reporting system, and other ongoing support as needed.

» Legislative Compliance and On-Call Assistance | City of Citrus Heights

Developed monthly reporting spreadsheet forms for the City to report to CalRecycle on commercial compliance with organic waste collection and approved exemptions or waivers. The compliance data included what education and outreach was performed by haulers, site visits conducted, number of waivers issued, and how many covered generators are compliant. Developed a document for tracking the City's procurement process for recycled content paper products and recovered organic waste products and updated the City's environmental purchasing policy to be compliant with SB 1383 requirements.



Carrie Baxter

Principal, Project Support



About

Carrie Baxter has over a decade of experience in solid waste consulting, in a broad range of operational, planning, and financial projects. She specializes in providing legislative compliance assistance to local jurisdictions for implementing or expanding programs to maximize recovery efforts, tracking, and infrastructure development, as well as assisting in negotiating improvements and best practices into municipal codes and collection agreements.

She also has significant experience with competitive procurement projects for solid waste management services, including providing financial analysis services, such as studying rates and how to incentivize diversion, and engaging the community and stakeholders. In addition, Carrie routinely supports operations and performance reviews, evaluating billing and reporting systems and conducting on-site route audits, and conducting comprehensive rate surveys.

Education & Certifications

- Bachelor of Science in Organization, Leadership & Management, University of San Francisco
- Authored an article in the BioCycle Magazine; Presented at the BioCycle West Coast Conference and at the CRRRA Conference on Rate Setting for Organics Diversion.

Relevant Experience

» Various Solid Waste Services | City of Rancho Cordova

Strategically managing effective programs to comply with AB 341, AB 1826, and SB 1383, leading implementation of outreach and education efforts to all covered generators; assisting with the transition of collection services following award of the agreement to a new contractor. Over the past five years, various solid waste related assistance included reviewing and revising Municipal Code; negotiating contracts with commercial and residential franchised waste haulers; working with businesses and local jurisdictions for regional collaboration on plans such as procurement of organic products, edible food recovery and education; and supporting efforts to expand the City's food waste recovery operations. Most recently, supported City staff in a procurement and negotiation of its residential solid waste collection services. This included development of a new, SB 1383-compliant residential solid waste agreement, leading the evaluation team, analyzing proposed rates and services, and presenting final recommendations to City Council.

» Mandatory Organics Recycling Compliance Program | Cities of Banning, Citrus Heights, Dixon, Elk Grove, Fairfield, Folsom, Grass Valley, and Vallejo, and Nevada County

Led the development of a strategic plan for implementing the requirements of SB 1383. Assisted City staff update elected officials and the public of current and upcoming state recycling laws, with a large focus on SB 1383, and helped the City in meeting and maintaining current legislative requirements and achieving compliance with future legislative requirements when SB 1383 mandates become effective.

» Procurement and Negotiation Assistance; Various Solid Waste Consulting Services | Town of Windsor

Currently providing ongoing on-call assistance for solid waste related matters in the Town. Over the past five years, Carrie has assisted the Town with various solid waste matters. She drafted the RFP documents and non-exclusive agreement for the Town to procuring multiple haulers for temporary debris box collection and processing services. Carrie developed a Refuse Rate Index (RRI) Adjustment Workbook to streamline the annual rate adjustment process for the exclusive Collection Service Agreement (Agreement). She drafted language for amendments to the Agreement with SCRR in conjunction with the annual rate adjustment, and reviewed SCRR's Annual Rate-Adjustment Request. Additionally, she drafted revisions to the Town's solid waste management ordinance to comply with SB 1383.

» Various Solid Waste Services | City of Santa Rosa

The City adopted its Zero Waste Plan in January 2020, with five key strategies for the City to implement on its path to Zero Waste. Recently oversaw the project team to provide analytical review of actions taken to-date by the City, along with future implementation steps using both standard and visionary approaches. Also provided updates related to staff resources necessary and funding strategies to fully implement and manage each strategy. Over the past five years, Carrie has worked with City staff and Recology during the transition to the new collection service agreement. She provided contract management staff training and support of new agreement including reviewing quarterly reports and annual rate adjustment requests. She also drafted revisions to the City's solid waste management ordinance and its exclusive agreement with Recology to comply with SB 1383. In 2023, she managed the Detailed Rate Review of the solid waste collection rates, which resulted the rate adjustment requested by Recology decreased by half to approximately 4.5%.



Rose Radford

Director, Project Support



About

Rose Radford's main practice areas are solid waste management planning, program development, and regulatory reporting. As a part of her consulting practice, Rose applies her knowledge and experience with regulatory compliance to help her clients solve real-world problems and navigate the complex programmatic requirements that apply to jurisdictions throughout California.

Rose provides advice to client jurisdictions on the anticipated effects of changing requirements for organics programs, as well as the implications of the changes in reporting regulations for diversion performance, regulatory compliance, and long-term planning efforts. Her diverse solid waste industry experience also includes Zero Waste planning and implementation, hauler and facility audits, Municipal Code analysis and revision, data and tonnage tracking and modeling, and strategic planning for landfill, organics, and recyclables processing capacity.

Education & Certifications

- * Master of Public Administration in Environmental Science and Policy, Columbia University
- * Bachelor of Science in Conservation and Resource Studies, University of California, Berkeley
- * Construction and Demolition Facility Evaluator, Recycling Certification Institute

Relevant Experience

- » **SB 1383 Compliance and On-Call Assistance** | Cities of Los Altos, Concord, Martinez, Brentwood, Clayton, Rio Vista, Pleasant Hill, Newark, West Sacramento, Burbank and Rialto
Currently assisting with SB 1383 implementation, including direct engagement with purchasing staff from all departments, oversight of and direction for the hauler's implementation of SB 1383 requirements as negotiated by Rose (in the cases of Los Altos, Concord, Pleasant Hill, and Rialto, which each included universal roll-out of organics containers to all customers), and preparation and maintenance of the implementation record. Rose holds regular meetings with each City to review and discuss all aspects of the solid waste management programs.
- » **SB 1383 Compliance and On-Call Assistance** | City of Duarte
Currently providing SB 1383 planning and implementation support and hauler oversight, including review of the hauler's rate application, biweekly solid waste management meetings, adjustment of City collateral such as event and vendor recycling requirements, development of Recyclist-based implementation record, an evaluation and adjustment of the City's C&D diversion program, and assistance with CalRecycle reporting and interagency coordination with various groups.
- » **Legislative Compliance Plan and On-Call Services** | City of Fairfield
Assisted the City in comprehensive SB 1383 preparedness planning for all aspects of the law in preparation for negotiations with the City's hauler. This plan includes outreach and education, route audits for contamination, enforcement schedules and activities, edible food recovery planning and coordination with the County through implementation stages, a comprehensive evaluation and adjustment of the City's C&D diversion program, and assistance in adjusting the City's purchasing policy. Completed a full cost analysis which included funding and hiring new City staff for outreach, education, and enforcement activities.
- » **SB 1383 Implementation, Rates, and On-Call Support** | City of Concord
Providing staff supplement support to the City over the past seven years. Rose works closely with the city staff on all aspects of solid waste planning and SB 1383 implementation, from developing and receiving letters and exemption forms, to drafting and mailing Notices of Violation for non-subscription to organics service, revising the City's Corrective Action Plan in coordination with CalRecycle, and engaging the City Council and hauler in regular annual rate-setting. Rose developed a simplified checklist to easily track distinct actions to be taken for compliance, maintains the City's Implementation Record, developed of the City's municipal code updates, and submits compliance reports on behalf of the City.
- » **SB 1383 Compliance and On-Call Assistance** | County of San Benito
Currently assisting the County, a rural county and not subject to most requirements of SB 1383, in SB 1383 planning and implementation. The County intends to adjust its non-exclusive hauling permit system to prepare for future SB 1383 implementation in the rural areas not subject to the exclusive franchise by requiring non-exclusive haulers to provide three-container service or substantiate infeasibility and/or applicability of a waiver for rural customers. Rose and her team have also assisted the County in edible food capacity planning, program design, and implementation, including drafting the MOU between the County and the two Cities (Hollister and San Juan Bautista), direct web-based trainings for businesses, development of educational materials, in-person outreach, including a presentation to the Chamber of Commerce, as well as site visits to identified businesses, and coalition-building with the San Benito Food Bank. She also assisted the County in development of, and discussed a possible future organics processing facility in the County. R3 has also assisted the County in a benchmarking study for illegal dumping programs, adjusted purchasing policies, developed each City's and County's SB 1383 ordinances, and presented to each governing body for approval.



Peggy Paulsen

Managing Consultant, Project Support



About

Peggy Paulsen is R3's Marketing & Communications Director, and brings 13+ years of experience in organizing data, brand management, social media engagement, designing and maintaining company websites, and producing professional services proposals. She is a very energetic and creative person with a keen eye for detail and organization, and leads all marketing and communications efforts for R3 and contributes to the growth, leadership, and overall strategic direction of the organization.

With her expertise in fine-tuned information design, Peggy regularly collaborates to develop visually appealing, easy-to-understand graphics and outreach materials to help engage and educate communities about new legislation such as AB 1826 and SB 1383. She designs customizable forms, brochures, newsletters, and presentations, as well as personalized maps, infographics and logos, and event posters and flyers. Additional areas of expertise includes report and presentation organization, creation, preparation, and execution, quality assurance, and social media marketing.

Education & Certifications

- Bachelor of Business Administration, Emphasis on Communications, National University
- Certified Professional Services Marketer, Society for Marketing Professional Services

Relevant Experience

- » **On-Call Solid Waste Consulting Services | City of Rancho Cordova**
Currently supporting the implementation of outreach and education efforts for ABs 341, 1826, and SB 1383 to all covered generators and residents. Peggy designed the Alternative Service Compliance and Exemption Waiver, crafted new SB 1383-compliant website language, and reviewed the City's Annual Outreach Plan for clarity and conciseness.
- » **SB 1383 Compliance Program and Proposition 218 Public Noticing | City of Citrus Heights**
Collaborated on the development of SB 1383 outreach and educational material, and recently designed and created the City's public Proposition 218 notice. This resulted in a full bleed, full color 5.8x11" postcard, and was delivered to 25,000 residential accounts. The public hearing for the solid waste rate increase was held on January 27, 2022, and was approved with less than 50 protests. In addition, she updated the City's website, to educate and engage the target audience to sign up for organic collection, as well as bring the City into compliance with Article 4 of SB 1383.
- » **Proposition 218 Public Noticing | City of Rosemead**
Recently finalized the City's Proposition 218 notice in four languages - English, Spanish, Chinese, and Vietnamese - regarding SB 1383 requirements and associated rate adjustments. She worked directly with the City to fine tune the messaging, ensure consistency and inclusivity across all languages, and format into an 8-page, 11x17" booklet to be printed in full color and double-sided for the City to mail out to its 50,000+ customers.
- » **Solid Waste Coordination Services and Proposition 218 Public Noticing | Town of Loomis**
The R3 team is currently supporting the Town with solid waste coordination services, including review of compliance, reporting, and administration of their solid waste programs for a three-year term. As a part of this engagement, Peggy provided outreach support to the Town for their mandatory Proposition 218 Noticing process. She also developed a customized Food Waste Prevention At Home flyer and Edible Food Generator FAQ flyer for display in Town Hall and for distribution to the community.
- » **Detailed Rate Review and Public Outreach Assistance | Sonoma County**
Developed a bilingual (50% English and 50% Spanish) 11x17", double-sided, full color brochure for the County to mail out to 70,000+ customers, regarding SB 1383 requirements and rate changes. She developed the messaging and graphics from scratch and worked directly with County staff to fine-tune the appropriate messaging. From there, she created seven similar, but different, versions for the six separate Recology zones and one for the rural customers.
- » **Proposition 218 Public Noticing | City of Pomona**
Provided guidance, support, and recommendations for best practices for the City with its Proposition 218 Noticing process for its solid waste rate increases. She developed a customized, bilingual - English and Spanish - booklet for the City, including a clear statement about the solid waste rates and reasoning for adjustments, a brief description of the rate adjustment process, and fully detailed rate tables illustrating the proposed rates.
- » **SB 1383 Program Development and Public Outreach | Nevada County & City of Grass Valley**
Assisted in distinguishing the similarities and differences between the responsibilities of County and City, and combining into an easy-to-read, comprehensive report, as they relate to an SB 1383 program and implementation plan that will fulfill legislative compliance. She also updated website language and aimed to educate and engage the community.
- » **Solid Waste Facility Outreach Assistance | County of Santa Clara**
She recently developed multiple flyers for custodial and maintenance staff, health and environmental services staff, and parks and recreation staff. She also provided revisions and recommended updates to staff presentations for the County.



Angela Micheletti

Associate Consultant, Project Support



About

Angela Micheletti combines her background in geology with her passion for research and data analysis to work with local governments in reducing and better managing their waste streams. She has a strong background in assessing environmental impacts, engaging others in action - without hindering performance - to obtain measurable results. She is research-oriented and focused on providing client-centered service, accurate collection of data, and high-quality report writing.

As an Associate Consultant for R3, Angela provides important support on a variety of solid waste management projects, including policy planning and implementation, negotiations and procurement, financial and rate reviews, as well as assisting jurisdictions with incorporating state regulations into their solid waste contracts. Additionally, she has conducted surveys, performed online and in-the-field data research, and has compiled and critically analyzed the resulting data and findings for our clients and their communities.

Education & Certifications

- » Bachelor of Science in Geology, University of California, Davis

Relevant Experience

» On-Call Solid Waste Consulting Services | City of Rancho Cordova

R3 has provided various on-call solid waste consulting services for the City since 2004, including procurement and negotiation assistance and comprehensive assistance in implementing AB 341, AB 1826, and SB 1383 programs. Currently, Angela is supporting the City with commercial agreement administration, which includes reviewing monthly reports and quarterly reports, attending meetings, and answering emails and is in charge of commercial agreements being sent out on time and to make sure the agreements have correct information. She has helped with drafting the new residential agreement and request for proposals to make sure information is consistent and accurate. She also plays a role in planning edible food recovery site visits to inspect Tier 1 and Tier 2 business operations and to verify whether businesses are donating.

» SB 1383 Compliance Plan & Negotiation Assistance | City of Citrus Heights

As part of R3's on-call consulting services contract with the City, Angela has contacted edible food recovery organizations and making tier 1 edible food generator calls to the community, as well as providing site visits to confirm compliance with SB1383 requirements. She was in charge of contacting multi-family complexes to confirm alternative compliance with the City's municipal code, which included making sure landscaping companies were recycling their yard waste correctly. She organized a Sacramento county-wide survey to provide up-to-date information for all food recovery organizations within the area, while collaborating with Sacramento Food Bank & Family Services. She has also maintained the franchise agreement to be current with SB1383 regulations.

» Negotiation Support and Options | County of Santa Clara

Assisted the County with an extensive review of the proposals submitted for the County's facilities and was involved with the interview process. As a part of the RFP process, she read through proposals to help provide key determining factors of each hauler and if they would cover all the aspects the County required in the RFP. She also conducted a rate survey by researching surrounding jurisdictions garbage collection rates and helped determine recommendations for the next steps. While negotiations for the new hauler were underway, she began work on an Outreach project that educated the facilities' staff on the three-container system and the importance of recycling.

» Negotiation Assistance | City of Westlake Village

Assisted with monthly calls with the waste hauler and maintaining the implementation record. Angela verifies the reports received from the hauler are compliant with state law and follows the franchise agreement. She has worked with the City to help with SB1383 requirements regarding edible food recovery and diversion. She has helped the City apply for grants to secure funding for education and outreach programs.

» Procurement Assistance | City of Rosemead

Assisted with the competitive RFP process and creation of the City's new Franchise Agreement. After reviewing current franchise agreement, she created a list of services provided by the City to ensure those services were being transferred over to the new franchise agreement. Once the RFP was open to the public, Angela organized all the questions that were asked by the prospective haulers, searched through supporting documents, and drafted responses to those questions. She helped coordinate a rate survey of the surrounding jurisdictions and put together an evaluation form to support the process. Angela was then a part of the one hour interview process for a new hauler - out of five prospective haulers and assisted the evaluation committee with filling out evaluation forms, including notes for each of the interviewees to help with evaluations. She was present for City Council meeting that decided who would be the City's solid waste hauler, which ended with the Council moving forward with Best and Final Offers, which she also helped draft along with documents for the next council meeting.