

City of Calistoga

Staff Report

TO: Honorable Mayor and City Council Members
FROM: Dylan Feik, City Manager
DATE: June 20, 2017
SUBJECT: Consideration of a Resolution regarding the Maintaining of Use of Fees Charged to the Zone 3 Solid Waste Collection Franchisee, Upper Valley Disposal Service for City Costs.

APPROVAL FOR FORWARDING:



Dylan Feik, City Manager

1 **ISSUE:** Consideration of a Resolution regarding the Maintaining of Use of Fees
 2 Charged to the Zone 3 Solid Waste Collection Franchisee, Upper Valley Disposal
 3 Service for City Costs.

4
 5 **RECOMMENDATION:** Adopt Resolution

6
 7 **BACKGROUND / DISCUSSION:** The City of Calistoga (City) and Upper Valley
 8 Disposal Service (Contractor) entered into an agreement dated June 26, 1969,
 9 which awarded to Contractor, pursuant to the provisions of Article 2 of the
 10 Calistoga Municipal Code, a franchise to collect and transport garbage and
 11 rubbish within the city limits of the City of Calistoga. Thereafter the original
 12 agreement was amended by and amendment dated October 21, 1969.

13
 14 City and Contractor have amended the agreement several times to include new
 15 rates and terms to be charged by Contractor.

16
 17 On April 12, 1984, City and Contractor entered into an agreement setting forth,
 18 among other items, rates of return from the Contractor to the City by the following
 19 percentages on the dates specified:
 20

Subject: Franchise Fees

Date: June 20, 2017

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21	1/1/1986	3%
22	1/1/1989	4%
23	1/1/1994	5%
24	1/1/1999	6%

25

26 These fees help cover the costs from the Contractor associated with providing
27 enforcement and contract administrative services in overseeing the Franchise
28 Agreement for solid waste, recyclable materials and green waste collection
29 between the City and the Contractor. The fees do not exceed the estimated
30 amount required to provide the service for which the fee is levied.

31

32 The City has been paid Franchise Fees from the Contractor quarterly at the
33 noted 6% rate. It is the recommendation of the Staff that this rate (6%) continue
34 to be maintained by quarterly payments.

35

36 **CONSISTENCY WITH CITY COUNCIL GOALS AND OBJECTIVES:** Goal 1:
37 Maintain and enhance the economic vitality of the community and the financial
38 stability of the City. Objective 4: Provide optimal City services in a sustainable
39 manner.

40

41 **FISCAL IMPACT:** If the current 6% rate is maintained, no fiscal impact will be
42 observed.

43

44 **ATTACHMENTS:**

45 1) Resolution

RESOLUTION NO. 2017-XXX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA, REGARDING THE MAINTAINING OF USE OF FEES CHARGED TO THE ZONE 3 SOLID WASTE COLLECTION FRANCHISEE, UPPER VALLEY DISPOSAL SERVICE, FOR CITY COSTS**

1 **WHEREAS**, the California Integrated Waste Management Act of 1989 (Public
2 Resources Code sections 40000 et seq.) requires local agencies to make adequate
3 provision for Solid Waste handling within their jurisdictions; and
4

5 **WHEREAS**, the Calistoga Municipal Code §8.16.040 authorizes the City of
6 Calistoga to enter into exclusive franchise agreements for the handling, collection,
7 transportation and disposal of solid waste; and
8

9 **WHEREAS**, the City adopted and joined the Napa County Solid Waste Management
10 Plant on February 7, 1984. Said Plan divides Napa County into zones and calls for long-
11 range land use planning to land fill sites as allocated to cities within each zone, and
12 specifically designates Calistoga Land Fill as the site for Zone 3; and
13

14 **WHEREAS**, the City granted to Upper Valley Disposal Service an exclusive
15 franchise for handling, collection, transportation and disposal of solid waste in Zone 3 of
16 the County, and desires to maintain the franchise fee of 6% of Franchisee's Gross Rate
17 Revenues over the life of the franchise, as approved under Section 4 of the attached
18 agreement (Exhibit A); and
19

20 **NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Calistoga
21 hereby maintains the Franchise Fees in the amount of 6% of Franchisee's Gross Rate
22 Revenues as set forth in the attached agreement.
23

24 **PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Calistoga
25 at a regular meeting held this **20th day of June 2017**, by the following vote:
26

27 **AYES:**

28 **NOES:**

29 **ABSTAIN:**

30 **ABSENT:**
31

32
33 _____
34 **CHRIS CANNING, Mayor**

35 **ATTEST:**

36
37 _____
38 **KATHY FLAMSON, City Clerk**

Exhibit A

AGREEMENT

THIS AGREEMENT, made and entered into as of the 12th day of April, 1984, by and between the CITY OF CALISTOGA, a municipal corporation in the County of Napa, State of California, party of the first part, hereinafter referred to as "City", and UPPER VALLEY DISPOSAL SERVICE, a California corporation, party of the second part, hereinafter referred to as "Contractor", is made with reference to the following facts:

WHEREAS, City is mindful of its duties and responsibilities to protect and maintain the public health, safety and welfare of its citizens and, pursuant thereto, finds it necessary to regulate, manage, and control the collection and disposal of garbage and rubbish in the various zoning districts of the City; and

WHEREAS, the parties entered into an agreement dated 26 June 1969, which agreement awarded to the Contractor, pursuant to the provisions of Article Two of the Municipal Code of the City of Calistoga then in existence, a franchise to collect and transport garbage and rubbish within the city limits of CITY, a copy of which is attached hereto and by this reference incorporated herein; and

WHEREAS, thereafter said Agreement was amended by amendment dated 21 October 1969, a copy of which is attached hereto and by this reference incorporated herein; and

WHEREAS, thereafter said Agreement was amended by amendment dated 15 November 1977, a copy of which is attached hereto and by this reference incorporated herein; and

WHEREAS, pursuant to the specific authorization contained in §6757 of the Government Code of the State of California, each city, notwithstanding any other provision of law, may determine whether the handling of solid waste materials is to be provided by means of exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding; and

WHEREAS, pursuant to the specific authorization of §4250 of the Health and Safety Code of the State of California, the legislative body of any incorporated city may contract for the collection or disposal, or both, of garbage, waste, refuse, rubbish, offal, trimmings or other refuse matter under such terms and conditions as may be prescribed by said legislative body; and

WHEREAS, City, by unanimous vote of its City Council on

7 February 1984, adopted and joined the Napa County Solid Waste Management Plan (hereinafter referred to as the Plan); and

WHEREAS, said Plan divides Napa County into zones and calls for long-range land use planning of land fill sites as allocated to cities within each zone, and specifically designates Calistoga Land Fill as the site for zone 3; and

WHEREAS, City is in zone 3 of the Plan; and

WHEREAS, by Ordinance number 397 enacted on 20 March 1984, City conformed its local Ordinance to the Plan and thereby provided for negotiated extension of Agreement between City and Contractor; and

WHEREAS, other land fills within the Nine-County Bay Area are planned for use by other communities, and are under increasing pressure with regard to longevity and urban growth; and

WHEREAS, Calistoga is geographically isolated with respect to dumpsites within the Nine-County Bay Area other than said Calistoga Land Fill; and

WHEREAS, a comparison of existing charges for refuse collection within the County, returns to each local governmental entity, and the "better agreement" factor, all reveal that a negotiated extension with Contractor will meet the long-range planning goals and policies of the Plan and provide City with security for the foreseeable future with respect to solid waste disposal; and

WHEREAS, Contractor is willing to render the service of collection and disposal of garbage and rubbish within City upon the terms and conditions as set forth in the Agreements attached hereto and those contained hereinafter; and

WHEREAS, the parties hereto desire to amend said Agreement as set forth hereinbelow.

NOW THEREFORE, for and in consideration of the mutual covenants, promises and agreements hereincontained, the parties hereto agree as follows:

1. The contract between the parties hereto is extended through and including 26 June 2008; any and all provisions of previous contracts which prohibit extension by negotiation are hereby and mutually amended.

2. Pursuant to this agreement, the rate structure is as follows:

- a. Monthly rates for 30-gallon (or less) containers:
Monday through Friday service
One time per week: \$ 4.00
Two times per week: \$ 8.00
Three times per week: \$12.00
Four times per week: \$16.00

Five times per week: \$20.00
No container shall exceed a weight of 75 pounds.
Rates for service on Saturdays, Sundays, or legal holidays shall be 50% over the regular rate.

- b. Two and four yard containers:
Monday through Friday service:
Container use charge of \$8.50 per month plus \$4.90 per cubic yard of container capacity.
Weight shall not exceed 600 pounds of container capacity.
Services on Saturdays, Sundays, or legal holidays shall be at a rate of 50% over the charge per yard of container capacity.
- c. Drop boxes:
Drop box charge is \$4.90 per cubic yard of container capacity. There shall be an additional container use charge of \$8.50 per week of service is less than once per week.
Weight shall not exceed 12,000 pounds per box.
Services on Saturdays, Sundays, or legal holidays shall be at a rate of 50% over the regular charge per cubic yard of container capacity.
- d. Compacted refuse:
Any mechanically compacted or compressed refuse collected by Contractor shall be charged at the loose refuse rate times the compacting ratio of the unit being used.
- e. Refuse not placed on containers:
Loose refuse charge is \$5.25 per cubic yard plus a labor charge for loading the material as agreed between the Contractor and the customer.

3. Rates or additional charges for containers weighing in excess of the limitations specified above shall be agreed upon between the Contractor and the customer. If no such agreement can be reached, the rate shall be set by the City Council.

4. The return from Contractor to City will be increased by the following percentages on the dates as specified:

1/1/1936 - increased to 3%
1/1/1969 - increased to 4%
1/1/1994 - increased to 5%
1/1/1999 - increased to 6%

5. Upon request by City and within eight hours of verbal notification thereof, Contractor shall collect and dispose of any garbage or refuse which has been determined by City to be obnoxious, and City will be charged for such service.

6. Contractor will collect bagged leaves left at curbside, once per month at a special rate, during the fall months as designated by City;

7. Contractor will comment, as requested by City, on all plans for new facilities with respect to waste collection provisions.

8. City maintenance crew and equipment, while on City business, shall be allowed free disposal at solid waste site so long as such disposal shall not include heavy demolition or other heavy use that infringes upon the Franchise of Contractor.

9. Once per year for one week, as designated by City, excepting therefrom 1 September through 15 November, Contractor shall provide, free of charge, four twenty-yard dumpsters at locations as designated by City, for "Calistoga Clean-Up Week".

10. Contractor shall receive, without cost to City, all sewer sludge from City provided that no regulations imposed by governing agencies on Contractor prohibit the accomplishment hereof.

11. Contractor shall provide, without charge to City, a four-yard dumpster at City Public Works Center to be picked up at least once per week.


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

DATED: 12 April 1984

City of Calistoga
A municipal corporation

by: Melanie Ariza
Mayor pro tem of the City of Calistoga

ATTEST:



City Clerk of the City of Calistoga

DATED: 12 April 1984

Upper Valley Disposal Service
A California corporation

By: Mervin H. Brown
President

By: John A. Jones
Secretary