



**AGENDA**  
**RIO DELL CITY COUNCIL**  
**CLOSED SESSION - 5:00 P.M.**  
**REGULAR MEETING - 6:30 P.M.**  
**TUESDAY, DECEMBER 6, 2016**  
**CITY COUNCIL CHAMBERS**  
**675 WILDWOOD AVENUE**

***WELCOME . . .** By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

*In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.*

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:
  - 1) 2016/1206.01 - **Public Employee Performance Evaluation**  
Title: City Manager (Pursuant to Gov't Code §54957)
  - 2) 2016/1206.02 - **Conference with Labor Negotiator – City Manager**  
Concerning Labor Negotiations with Rio Dell Employees Association, Rio Dell Police Officers Association, and all Contract Employees (Pursuant to Gov't Code §54957.6)
  - 3) 2016/1206.03- **Conference with Designated Representative, City Manager, Kyle Knopp**  
Concerning Salary Schedule and Compensation of Fringe Benefits for City Employees
- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION

F. RECONVENE INTO OPEN SESSION – 6:30 P.M.

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

- 1) 2016/1206.04 - Proclamation in Recognition of Human Rights Awareness Month **(RECEIVE & FILE)** 1

J. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.*

K. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council embers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".*

- 1) 2016/1206.05 - Approve Minutes of the November 15, 2016 Regular Meeting **(ACTION)** 3
- 2) 2016/1206.06 – Approve First Amendment to the City Manager’s Employment Agreement Authorizing the Mayor to Sign **(ACTION)** 18
- 3) 2016/1206.07 - Approve Second Amendment to the Finance Director’s Employment Agreement Authorizing the City Manager to Sign **(ACTION)** 20
- 4) 2016/1206.08 - Adopt Resolution No. 1315-2016 Amending and Adopting Master Salary Table and Approve Employee Contracts for the Rio Dell Police Officers Association, Police Chief,

Community Development Director, Water/Roadways  
Superintendent and Wastewater Superintendent Trainee  
**(ACTION)** 22

3) 2016/1206.09 - Check Register for October and November 2016  
**(RECEIVE & FILE)** 105

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. SPECIAL PRESENTATIONS/STUDY SESSIONS

N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

1) 2016/1206.10 - Discussion on Section 2.60.020 of the Rio Dell Municipal  
Code (RDMC) Pertaining to Planning Commission  
Membership **(DISCUSSION/POSSIBLE ACTION)** 112

2) 2016/1206.11 - Authorize City Manager to Execute Contract with  
W-Trans for the Sawmill Annexation Area Traffic  
Impact Study (TIS) **(DISCUSSION/POSSIBLE ACTION)** 114

2) 2016/1206.12 - Discussion Regarding December 20, 2016 Regularly  
Scheduled Meeting **(DISCUSSION/POSSIBLE ACTION)** 121

O. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1) 2016/1206.13 - Resolution No. 1311-2016 Establishing Cannabis Activity  
Permit Fees **(DISCUSSION/POSSIBLE ACTION)** 122

2) 2016/1206.14 - Resolution No. 1312-2016 Related to Suspension of  
Phase Two of Water Rate Adjustment with Expiration  
Date of December 31, 2017 **(DISCUSSION/POSSIBLE  
ACTION)** 131

2) 2016/1206.15 - Introduction and First Reading (by title only) of Ordinance  
No. 352-2016 amending Chapter 15.05 "Construction  
Codes" Sections 15.05.020 and 15.05.050 of the Rio Dell  
Municipal Code (RDMC)  
**(DISCUSSION/POSSIBLE ACTION)** 137

P. REPORTS/STAFF COMMUNICATIONS

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

*The next regular City Council meeting is scheduled for  
Tuesday, December 20, 2016 at 6:30 p.m.*

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*675 Wildwood Avenue  
Rio Dell, CA 95562*



**TO:** Mayor and Members of the City Council

**THROUGH:** Kyle Knopp, City Manager *3*

**FROM:** Karen Dunham, City Clerk

**DATE:** December 6, 2016

**SUBJECT:** Proclamation In Recognition of Human Rights Awareness Month

**RECOMMENDATION**

Read and present the Proclamation in recognition of December, 2016 as Human Rights Awareness Month.

**BACKGROUND AND DISCUSSION**

A representative of the Humboldt County Human Rights Commission will be present to receive the proclamation and say a few words on the subject.

**ATTACHMENTS:** Proclamation

*City of Rio Dell*  
**PROCLAMATION**  
*In Recognition of*  
**HUMAN RIGHTS AWARENESS MONTH**  
December 2016

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

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

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

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

*THEREFORE, BE IT PROCLAIMED* that the City of Rio Dell hereby proclaims **December 2016** as **HUMAN RIGHTS AWARENESS MONTH** and encourages all citizens to educate themselves about The Universal Declaration of Human Rights and the privileges we enjoy in a free society.

*Dated: December 6, 2016*

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Frank Wilson, Mayor

**RIO DELL CITY COUNCIL  
REGULAR MEETING  
NOVEMBER 15, 2016  
MINUTES**

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

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

Others Present: City Manager Knopp, Finance Director Woodcox, and City  
Clerk Dunham

Absent: Community Development Director Caldwell, Chief of Police  
Hill, Water/Roadways Superintendent Jensen and  
Wastewater Superintendent Trainee Yaple (excused)

**CEREMONIAL MATTERS**

Proclamation in Support of November 2016 as National Caregiver Month

Mayor Wilson read a proclamation in support of National Caregiver Month. Julie Ryan, a staff member of California In-Home Supportive Services (IHSS) for Humboldt County was present to receive the Proclamation. She thanked the Council and said she has the pleasure of working with in-home caregivers all over Humboldt County who go over and beyond to provide care for the many seniors and people with disabilities so they can continue living in their own homes rather than a facility. She said a lot of times when people are housebound, the only person they see all day are their caregiver so they become very important to them. She expressed appreciation for the compassion and dedication that in-home caregivers provide each and every day to those in need and thanked the Council for taking the time to recognize them for their exemplary service to the community.

Mayor Wilson commented that on a personal note, has had experiences with in-home caregivers and expressed his utmost thanks and gratitude for help extended to his family.

Muriel addressed the Council and said she is retired and has been an in-home caregiver for three years and really likes it. She said being a caregiver allows her to work around her own schedule and said in caring for these individuals, they become your friends.

**PUBLIC PRESENTATIONS**

None

**CONSENT CALENDAR**

Motion was made by Garnes/Thompson to approve the consent calendar including approval of minutes of the November 1, 2016 regular meeting. Motion carried 4-0; Mayor Pro Tem Johnson abstained.

### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

#### Annual Financial Report and Presentation for the FY 2015-2016/Adoption of Resolution No. 1310-2016 Year End Budget Amendments and Operations Transfers

Finance Director Woodcox began by stating that for FY 2015-2016, the City started out with budgeted revenues of \$3,091,104 whereas actual revenues were \$3,791,838 resulting in a significant increase. She said as far as expenditures, there was \$3,288,280 budgeted with actual expenditures at \$3,026,696. She explained the Annual Financial Report is a reconciliation of budgeted amounts versus actual, and to account for significant variances. She said the presentation will help to explain those differences and summarize the City's financial activity for the fiscal year.

She continued with a power point presentation titled "*Annual Financial Report Budget Versus Actual for the Year Ended June 30, 2016.*"

She reviewed city-wide budget variances as well as department budget variances. City-wide revenues across all funds were 124% of budget representing a budget variance of \$697,734; the most significant budget variances were in the General Fund, Water Funds, and Sewer Funds. City-wide expenditures represented 91% of budgeted amounts with a budget savings of \$261,584.

General Fund Revenues showed an additional \$72,373 from the actual budgeted amount with Measure U showing the largest variance of \$56,054, followed by Vehicle In-Lieu Fees of \$6,796 and Franchise Fees of \$5,622. General Fund Expenditures showed a savings of \$147,406 primarily due to savings in capital projects and moderate savings reflected in operating costs.

Finance Director Woodcox noted that one of the reasons for the \$56,054 budget variance in Measure U revenue is likely due to underestimating the sales from the Dollar General.

She explained the variance in the Water Fund revenue of \$382,799 was primarily due to the water rate increase in January 2016 as well as increased customer water consumption.

She noted that there was a savings of \$81,000 in Sewer Fund Expenditures and explained that the Sewer Assessment payment that gets paid annually didn't get paid in the 2015-16 fiscal year because there were actually two payments made in the previous fiscal year.

The presentation continued with highlights of other departments. Revenues in the Building Fund were budgeted at \$33,100 with actual revenues at \$37,491. Expenditures were



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budgeted at \$50,367 with actual expenditures at \$40,031. This resulted in a variance of \$14,727 but it was pointed out that this included a \$17,267 General Fund subsidy to fill the unfunded amount in the Building Fund which is what has been occurring since the creation of the Building Fund in FY 2013-14.

Finance Director Woodcox noted that the SLESF Fund which is used solely for salaries and benefits for police officer positions had an increase in revenue of \$43,942 due to recent legislation. She reported the additional funding is ongoing although the revenue amount will vary from year to year.

She pointed out that the only overspending was in the Police Department and City Council budgets with the Police Department expenditures exceeding budgeted appropriations by \$13,390, primarily due to personnel changes that occurred during the year. However; once Measure Z revenue is recorded, the shortfall will only be around \$1,500. The City Council allocations were budgeted at \$13,298 with actual expenditures at \$14,050.

Other miscellaneous revenue and expenditures including CDBG, Parks & Recreation, Recycling, Solid Waste, the Realignment Grant and the Admin Fund represented total revenues of \$43,351 with expenditures of \$23,259 for a variance of \$20,092.

In closing, Finance Director Woodcox said what this all means and what everyone really wants to know essentially is what the fund balance is at year end.

She then reviewed the chart representing the beginning and ending fund balances to show how the fund balance changes from year to year. She explained that basically you start with the beginning fund balance, add in revenues, subtract expenditures, and add in any budget transfers who take you to the change in the fund balance then finally the ending fund balance.

She then reviewed the change in fund balance by department and reported an overall change in the ending fund balance at June 30, 2016 of \$762,000 placing the City in a better financial position from the prior year.

Mayor Pro Tem Johnson commended staff for doing a great job in watching dollars and making sure the City is run efficiently and effectively and said the bottom line is that the City now has a much better ending fund balance. He said what this is going to do in the future is it will allow for Capital Projects to improve the City.

Mayor Wilson called for public comment on the financial report.

**Alice Millington** commented on the \$10,000 balance in the *Spay & Neuter Fund* as reported and said as she recalls, it had that same amount the same time last year. As such, she wondered what kind of change if any, had occurred with regard to that fund.

Finance Director Woodcox responded that the *Spay & Neuter Fund* actually shows a balance of \$2,600; the \$10,000 amount reported actually included other miscellaneous funds. She noted that she believes there was a \$2,600 General Fund subsidy to that fund but she would look into it.

**Sharon Wolfe** stated that the Water and Sewer funds are enterprise funds and there seems to be a lot more revenue coming in than what was anticipated. She said since enterprise funds are not allowed to make a profit, she wondered what that can mean for ratepayers, if anything.

Finance Director Woodcox explained that staff is going to be doing an in-depth study and will have answers hopefully before the end of the fiscal year.

An unidentified member of the public said since the Water fund is making more money than expected and the Police Department is overspent, assumed there should be some kind of breakdown for customers.

Finance Director Woodcox stated that staff can't say specifically what will be decided with the rates and acknowledged there was a healthy increase in water revenues which is good as that fund was heading toward a large deficit. She said as far as the Police, that department is funded out of the General Fund and SLESF so any Police Department expenditures can only be paid out of those funds noting that water fund revenue has nothing to do with the police department fund.

**Larry Arsenault** asked if staff predicts the water revenue to continue to be over the budgeted amount or if this is a one-time thing.

Finance Director Woodcox said essentially the water revenues are on target with the goals set by the Council and explained that some of the revenue generated is to meet annual expenditures; for example the \$27,000 a year over five years to build up funds for the \$136,000 final payment on the infiltration gallery. In addition, there are a certain amount of funds set aside for maintenance costs related to the Metropolitan Wells Project.

Councilmember Thompson said in talking about the surplus in the Water Fund he knows that staff has been working very hard on the Wells Project but wondered if any work has been done to develop a plan for replacement of the 50,000 feet of the old galvanized water distribution system pipes.

City Manager Knopp said right now the City has an outstanding planning grant application with the State of California for \$.5 million for 100% grant money to conduct the necessary planning and engineering to develop that project. He said there currently is a huge backlog in terms of grant applications with the State for Prop 84 and Prop 1 funds which has created some delays in getting final approval. He noted that staff is however; still moving forward with the development of a plan to improve the water distribution system.

Councilmember Thompson asked what the chances are of developing the project this year.

City Manager Knopp explained it will be a multi-year project and probably looking at a 4-5 year timeline. He said the project is still in the early phases and staff will need to get some more specific data through the planning grant on the replacement of pipes as far as what is allowed, the amount of grant dollars, as well as the needs of the system.

He noted that also on the Capital Improvement list is replacement of the water tank at the end of Painter Street as well as some additional work needed on the Water Infiltration Gallery and a couple of other miscellaneous projects that need to get accomplished. He said staff is hoping that over the next five years some significant improvements on these Capital projects can be realized.

Councilmember Thompson stated that even though there is a surplus in Water Funds, staff is trying to secure grants in order to maximize the amount of work that can get done.

City Manager Knopp said as the Finance Director pointed out, there was \$100,000 received as a one-time cash settlement included that was not anticipated at the time the budget was prepared and that was set aside for infiltration gallery improvements. In addition, another \$80,000 or so was received in grant reimbursements for the Metropolitan Wells Project that ultimately helps to cover administrative expenses and helps the City's overall bottom line. Then of course, the water rate increase that was implemented in the middle of the year.

He stated that when looking at the needs of the water system, the water distribution system definitely needs to be improved and staff is working on that goal while leveraging as much outside grant dollars as possible to save rate payers money.

Finance Director Woodcox said in looking at the Water Rate Study, the original goal to be collected was \$1.105 million which is what was adopted and essentially what was collected to put against that was about \$883,000. She explained that when you go down the list and apply each amount the water rates were set up to bill there essentially was only \$23,000 left for Capital Improvements. As such, all of the expenditures by order of priority once filled; leaves \$23,000 in Capital and the focus was to ultimately collect \$183,000, which gives everyone the idea of where the revenue is this year in comparison to the \$1.105 million.

Mayor Wilson asked if all the money from the water rate increase is going toward the City's match for future grant funding or if a portion going toward the replacement of pipes.

Finance Director Woodcox explained that \$120,000 is collected annually in order to be able to secure grant funding in five years and the remaining \$50,000-\$60,000 is identified for Capital Projects.

Mayor Wilson then asked if there is a schedule of projects to accomplish in order of priority.

City Manager Knopp explained that part of the outstanding planning grant application with the State Water Resources Control Board (SWRCB) is to identify exactly that. He said if the City qualifies for 100% grant funding which seems likely at this point, those funds will be utilized to develop a comprehensive plan to determine which areas to approach first, including the type of pipe. He pointed out that there is a very large backlog of deferred maintenance across the entire system and the City's cap in terms of grant dollars is a maximum of \$5 million for infrastructure grants. He said the study done by GHD related to estimated costs to cover deferred maintenance exceeds that amount. As such, even under the best case scenario and the City gets the entire \$5 million there will still be some additional maintenance needs. He said a comprehensive plan will gauge what the priorities are. Also, the city will be conducting a MHI (Median Household Income) study independently to make sure the City's water rates are enough to qualify for grants.

Mayor Wilson said basically it will take the entire \$500,000 to just do the study.

City Manager Knopp commented that it would but pointed out that the grant is 100% funded and not paid for by the ratepayers. He noted that the study will not only address the distribution system but will include the Painter St. Tank replacement.

Mayor Wilson referred to the \$27,000 collected annually for 5 years to pay back the grant match and asked how much longer after that before the debt matures.

Finance Director Woodcox stated the debt will mature in 2030.

Mayor Wilson asked if the plan is to stop collecting the \$27,000 once the debt is paid off.

Finance Director Woodcox indicated the assumption is that staff would bring the matter back to Council for further direction at that point.

#### Quarterly Financial Report for First Quarter FY 2016-2017

Finance Director Woodcox provided a presentation on the City's financial activities for the first quarter. (July 1 – September 30, 2016). She explained the Quarterly Financial Report is a benchmark for budgeted versus actual amounts and to explain significant variations below the 25% benchmark for the quarter.

She began with budget variances by department and said most departmental budget variances were at or under the expected 25% benchmark. She noted that the City Council budget was at 48% of appropriations due to legal fees of \$6,000 during the first quarter although other line items within the City Council budget remained under 25%.

Departmental expenditures that came in significantly below the 25% were the Admin Car at 4%; Recycling/Solid Waste at 7%; and Capital Projects at only 1% bringing the total city-wide variance in at 15%.

Finance Director Woodcox then reported salaries and benefits were at 25% as expected with operating expenditures at 23%.

She said departmental variances as far as revenues, were low at 14% in the Governmental funds which is attributed to the modified accrual basis of accounting where revenues are recorded when received and accrued at year-end including any revenues received after June 30<sup>th</sup> meant for that fiscal year. She said because of this, that number grows significantly at the end of the fiscal year. As an example, the City doesn't collect property taxes until well after January so at mid-year this number could still be very low but at year-end it will be in line with the budgeted amount.

Mayor Wilson called for public comment on the financial reports.

An unidentified member of the public asked with regard to discussion on the water system improvements if there was anything put on the table regarding testing for Chromium-6.

City Manager Knopp stated that Chromium-6 has come up as an issue for other water systems in the area but it is not an issue with the City's water system and it is his understanding that the system is completely clear of it. He said if he would like to call City Hall, staff can put him in touch with the Water Superintendent who can provide additional information. He noted that the City recently sent out to all ratepayers, the annual Consumer Confidence Report on the water as required by law. He added that the City currently has very high quality water compared to some of the larger jurisdictions. He said the deterioration of pipes has to do with age of the pipes; not so much with the composition of materials of the pipes.

Finance Director Woodcox continued with review of the requested budget amendments to the Operating and Capital Budget for FY 2015-2016 and explained a lot of the amendments are housekeeping items such as increasing the grant expenditure for the Metropolitan Wells Project to record the revenue received for the wells as well as to increase revenues received for the Dinsmore zone and to increase appropriations for the purchase of a new pump. She noted that there is a request for an additional \$1,500 in appropriations for the Police Department as well as \$2,793 in the City Council Department. She said the total increased appropriations in the General Fund were around \$17,000.

Motion was made by Johnson/Garnes to adopt Resolution No. 1310-2016 - Year-End Budget Amendments and Operations Transfers. Motion carried 5-0.

#### Downtown City Parking Lot Improvements

City Manager Knopp provided a handout related to fencing at the City's downtown parking lot and said as the Council is aware, there have been multiple discussions regarding improvements to the parking lot. He said one of the discussions early on was focused on aesthetics and the idea was presented to install planters and fencing to make the EV charging

area more inviting. There was some concern about visibility and lighting so lighting was added. He said in costing out the planter boxes, plantings, and extending water to the parcel it was determined that it would exceed the budget. He said other lower cost options were discussed and ultimately the Council came up with the idea of installing a split rail fence. He said in talking with staff about options in moving forward, discussion came up about getting access to CDBG funding and looking into how to approach Brownfield remediation throughout the City. He noted that in this particular area there are definitely some targeted opportunities down the road regarding the City taking the leadership role in doing some improvements to the surrounding properties. He said if the City can leverage some CDBG funding and also some Brownfield remediation funding the focus of the City could be more on the overall downtown rejuvenation.

City Manager Knopp said there has been some concern about installation of the fence without really having a master plan for the area. He commented that the adjacent property has been up for sale for some time with no apparent interested buyer and if the City could use its status to leverage funding for the cleanup it would be a benefit to the public or at least return the area to commercial use. He said if the fence is installed and then the City is able to move forward with Brownfield remediation, the fenced would have to be modified or torn down.

He said based on that, if the Council agrees they may want to delay the fence construction until other possible project options are explored. He pointed out that the City has already made significant improvements to the parking lot and this might be a case where stepping back and looking at the broader picture and developing a more comprehensive plan for the downtown is a better approach. He said staff would like to bring back to the Council in 2017, a strategy for possible façade improvements to the downtown through the CDBG program as well as a possible Brownfield remediation plan.

Mayor Pro Tem Johnson said before the City can leverage additional CDBG funding, they have to spend down the CDBG Program Income (PI) and there is a plan to do that. As such, he said he would be in favor of tabling the discussion until next year in order to fully explore the larger scale cleanup of the adjacent property and potential funding to do that.

Councilmember Thompson agreed with Mayor Pro Tem Johnson and said it may be a waste of money to proceed with the fence at this point before exploring other options for the downtown.

Councilmember Garnes asked if the only Brownfield site in the area was the adjacent property and if it was privately owned.

City Manager Knopp stated that all of the parcels surrounding the City parking lot were privately owned.

The consensus of the Council was that the installation of the fence at the downtown parking be tabled until further options are explored.

Mayor Wilson called for public comment on the matter.

Paul Hoffman asked for the location of the Brownfield site in question.

Mayor Wilson said the parcel is north of the City parking lot and was the former BP Gas Station. He explained that without a public entity involved, it is hard for private parties to get funding for cleanup of contaminated sites.

### **ORDINANCES/SPECIAL RESOLUTIONS**

Conduct second reading (by title only) and Adopt Ordinance No. 350-2016 Amending Chapter 17.40, "Enforcement", Sections 17.40.020, 17.40.030, 17.40.040 and 17.40.050 of the Rio Dell Municipal Code (RDMC)

City Manager Knopp provided a brief staff report and said the proposed ordinance is back for its second reading and potential adoption. He explained that during preparation of the Commercial Cannabis Medical Land Use Ordinance (CCMLUO), staff discovered that the enforcement provisions of the Zoning Regulations seemed to be outdated and were not consistent with the enforcement provisions of the Nuisance Regulations.

He explained that the current "Enforcement" provisions under Chapter 17.40.020 of the RDMC establishes a fine of \$500.00 for violation of any of the provisions of the regulations whereas; the Nuisance Regulations establishes a \$1,000 fine and is cumulative each day and every day the violation continues to exist. He said the idea is to incorporate the same provisions in the "Enforcement" provisions under Chapter 17.40.020 as the Nuisance Regulations so they are consistent. He said the amendment will also provide greater ability for the City to enforce the regulations and recover costs.

Mayor Wilson opened the public hearing to receive public input on the proposed ordinance.

There being no public comment, the public hearing closed.

Motion was made by Garnes/Johnson to approve second reading (by title only) and adopt Ordinance No. 350-2016 amending Chapter 17.40, "Enforcement", Sections 17.40.020, 17.40.030, 17.40.040, and 17.40.050 of the Rio Dell Municipal Code (RDMC) and directing the City Clerk, within 15 days after its adoption, to post an adoption summary of the Ordinance. Motion carried 5-0.

Conduct second reading (by title only) and Adopt Ordinance No. 351-2016 Amending Chapter 13.10, Sewer Rates and Regulations of the Rio Dell Municipal Code (RDMC)

Mayor Pro Tem Johnson recused himself from discussion and action of the ordinance due to a potential conflict of interest and left the room.

City Manager Knopp provided a brief staff report and said the proposed ordinance is back for its second reading and potential adoption. He said staff was recently contacted by the Humboldt County Department of Environmental Health (DEH) regarding onsite septic systems and the State Water Resources Control Board's *Water Quality Control Policy for Siting, Design, and Maintenance of Onsite Wastewater Treatment Systems (OWTS) Policy*. He explained that while the majority of septic systems exist within the unincorporated areas of Humboldt County, there are some homes in the City which continue to be served by septic systems.

He further explained that under the State OWTS Policy, the City is allowed to develop and administer its own Local Agency Management Plan (LAMP) or continue to work with the County Division of Environmental Health (DEH). He said the City has relied on the County for their review and approval of onsite septic systems for decades and obviously it is more efficient to continue that arrangement.

A public hearing was opened to receive public input on the proposed ordinance.

There being no public comment, the public hearing was closed.

Motion was made by Garnes/Thompson to approve second reading (by title only) and adopt *Ordinance No. 351-2016 amending Chapter 13.10, Sewer Rates and Regulations, of the Rio Dell Municipal Code (RDMC)* and continuing consideration, approval and adoption of the proposed Ordinance to the meeting of November 15, 2016. Motion carried 4-0 with Mayor Pro Tem Johnson abstaining.

A brief recess was called at this time; 7:47 p.m.

Mayor Pro Tem Johnson returned and the meeting resumed at 7:52 p.m.

Conduct second reading (by title only) and Adopt Ordinance No. 345-2016 Amending Chapter 13 of the Rio Dell Municipal Code (RDMC) to participate in the Community Choice Aggregation (CCA) program developed for Humboldt County by the Redwood Coast Energy Authority (RCEA)

City Manager Knopp provided a staff report and said at the October 18, 2016 regular meeting the Council reopened the hearing on Community Choice Aggregation (CCA). He said after a series of meetings, the Council at that meeting approved the first reading of the ordinance and directed staff to send out a survey to the community to see if residents were in support of a CCA program. He said the City sent out a newsletter on October 20, 2016 to all residents and included a survey with "Frequently Asked Questions" about Community Choice Energy ((CCE) programs and the question whether they would support a CCE program in the City or prefer to purchase energy from PG&E. He reported that only 25 responses were received; 22 were in support and 3 were opposed to the program. He said the City also issued an online poll of which there were 11 responses, with 9 in support and 2 opposed.



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City Manager Knopp continued with review of the recommended action and requested the Council approve the second reading of the ordinance (by title only), open the public hearing to receive public comment, and adopt the proposed ordinance to participate in the CCA program.

He said Matthew Marshall from Redwood Coast energy Authority (RCEA) was present to answer any questions the council or public may have.

Councilmember Thompson asked for clarification if customers will still receive their bill from PG&E.

Matthew Marshall responded that customers will still just get one bill from PG&E and they will collect the payments and transfer the money to the program so there will be no additional bill to the customers.

Mayor Wilson asked how far along they are in establishing the rates.

Matthew explained that the overall approach and goal the Board adopted is that rates are going to be lower than PG&E rates or they won't move forward with the program. He said the actual rates will be set in January once they know what PG&E's rates are going to be. He said the goal is to have a modest savings in rates but the bigger benefit potentially is the ability to invest in local generation projects.

He commented that they are in the process of sending out Requests for Offers for local biomass power to contract with one or more local biomass facilities. He said that total amount will be in the range of \$7-\$10 million a year in procurement so that is one of the components for setting the rates.

He reiterated that they will be looking at rates on an annual basis and customers will have the ultimate choice to opt out of the program when the program is first launched or at a later time if they are not able to maintain lower rates.

Mayor Wilson commented that the study that was done only represents around 2% of the customers (although it's no fault of staff) but it is not representative of the public's opinion. He said another thing he has a problem with is that they don't know what the rates are going to be. The other concern is that the County has 53% of the weighted vote so ultimately what they decide will stand.

He commented that he would prefer to table adoption of the ordinance until they know what the rates are going to be.

Mayor Wilson also commented that one of the developers with a proposed 15 acre cultivation site at the Eel River Industrial Park is requesting 3 MW of power from PG&E and the entire

load of Rio Dell is only 2 MW. As such, this grow alone will use 1.5 times the City's power consumption which will bring the numbers up for the City.

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

Motion was made by Johnson/Thompson to approve the second reading (by title only) and adopt *Ordinance No. 345-2016 amending the Rio Dell Municipal Code to Authorize Participation in the Community Choice Aggregation Program Implemented and Operated by the Redwood Coast Energy Authority (RCEA)*. Motion carried 3-2; with Mayor Wilson and Councilmember Marks dissenting.

### REPORTS/STAFF COMMUNICATIONS

City Manager Knopp distributed a written City Manager update of recent activities and events (Attachment 1 to these minutes), including an announcement on the ground breaking ceremony for the Metropolitan Wells Project; an update on the ABR porch project; new monitoring requirements with the State for the City's wastewater facility; and coordination plans with the Chamber of Commerce to help generate interest in Chamber membership and also to solicit donations for the Memorial Park tree lighting.

Finance Director Woodcox reported on recent activities in the finance department and said she attended a Weekend Warrior training over the weekend through CSFMO and reported that it was an excellent training and well worth attending. She also reported that with the financial reports done she will be giving the general ledger to the auditor so he can complete his report. She pointed out that when the auditor comes in and makes his presentation a big piece of that financial picture is the depreciation so while some of these numbers show excessive revenues it doesn't include depreciation. She noted that the water and sewer funds could show negative fund balances meaning that the financial picture of what she presented and what the auditor will present as the audited financials will be different because of the depreciation.

### COUNCIL REPORTS/COMMUNICATIONS

Councilmember Thompson provided an update of activities with the Humboldt Waste Management Authority (HWMA) and said this will be his final report as representative on that board provided the City receives the final election results before their next scheduled meeting.

He provided highlights and said as of about three weeks ago, all solid waste from Hawthorne St. will be going south to Solid Waste of Willits with around ten trailers a week. He said to make sure they can get rid of that amount of volume they built in a backup plan with Dry Creek Landfill in Oregon and Bettendorf Trucking in the event they can't match the loads to the volume.

**NOVEMBER 15, 2016 MINUTES**  
**Page 13**

He also noted that Wes Green Landscaping which has been taking green waste from HWMA for a number of years went on the market recently and HWMA has now negotiated purchase of that facility. He noted that it saves about 200 trailers a year from going south and the purchase is a good idea because it is important to keep the green waste program going.

He also reported that the negotiation for the purchase of 413 acres of forest land around the Cummings Landfill is finalized although they won't receive payment for the purchase until May of next year. He explained the reason for the delay is that HWMA has been waiting for \$1.7 million from the State since February of last year and is not exactly sure when payment will be received.

He noted that the Cummings Land Fill is totally closed but maintenance of it is 30 years at a cost of over \$300,000 per year.

He commented that he was presented with a book with pictures and a proclamation thanking him for his service on the Board and said there have been a number of difficult years but at the same time it has been a rewarding challenge.

Mayor Wilson thanked him for his dedication in representing the City on the HWMA Board.

Mayor Pro Tem Johnson reported on his attendance at HCAOG and said it looks like Caltrans is going to be undergoing a project related to seismic retrofit and painting of the Rio Dell-Scotia Bridge.

Councilmember Marks commented on the recent tragic fire involving marijuana and the volatile processes thereof. He said unfortunately three people were seriously injured and commented that he has been against the manufacturing of marijuana for quite some time and this incident is a prime example of why it shouldn't be allowed in the City. He said it is very close quarters in that block of First Ave. and it's a wonder the whole block didn't go up in flames noting the Rio Dell Fire Department did a good job containing the fire.

Councilmember Garnes asked for a consensus of the Council to place an item on the next agenda regarding Chapter 2.60 of the Rio Dell Municipal Code related to Planning Commission membership. She said although it's an awkward issue, there is currently a situation where there are family members serving on the Planning Commission and City Council at the same time and it could be perceived as a violation of the Brown Act. She pointed out that three Councilmembers basically can't ride together in the same car or sit together at an event or they are accused of breaking the Brown Act. She said as of the first of the year, there will be spouses of Councilmembers on the Planning Commission. She said she doesn't believe anyone would intentionally violate the Brown Act but there is potential for inadvertent violations.

**NOVEMBER 15, 2016 MINUTES**  
**Page 14**

She said at the time Commissioner Marks was appointed to the Planning Commission there was no one who expressed interest so it made sense. She said at this point there are people volunteering so she thinks the provisions of the Code related to Planning Commission membership is something that they, as a Council should look at.

The consensus of the Council was to agenize the item for discussion at the next regular meeting on December 6, 2016.

Mayor Wilson commented on the fire Councilmember Marks mentioned and said the fire was very serious and said a lot of people filmed it and the U-Tube video was worth watching.

**ADJOURNMENT**

Motion was made by Johnson/Marks to adjourn the meeting at 8:23 p.m. to the December 6, 2016 regular meeting. Motion carried 5-0.

---

Frank Wilson, Mayor

Attest:

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Karen Dunham, City Clerk

There will be a ground breaking ceremony for the Metropolitan Wells Project this Thursday (11/17) at noon here at City Hall. Initial construction work is currently anticipated for early December.

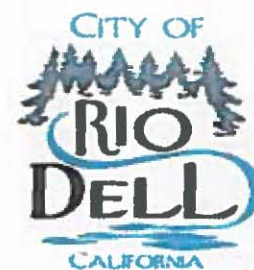
Dollar General was closed for a few days last week as a result of some fire code violations. The issues have been corrected and staff is currently working with Dollar General to work through city code compliance issues. The company is being cooperative.

The RFQ for architectural services for the ABR porch project has not received an interested party at this time. Staff continues to work on alternatives to move the project forward.

The city will be working with the Chamber of Commerce to help generate interest in Chamber membership and meeting participation. Participation in meetings and chamber activity has waned over the past few months. This could include use of the LED sign and an article in the Winter Newsletter.

The City will be working with members of the chamber to solicit donations for the Memorial Park tree lighting. The lighting was shut down 6 months ago due to its poor condition. The lights were installed five years ago and need a complete replacement.

Staff has been working with the SWRCB on new monitoring requirements for the city's wastewater facility. Staff will provide a update in the coming months on our compliance with State regulations.




---

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

December 6, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Approval of First Amendment to the City of Rio Dell City Manager Employment Agreement and Authorization for the Mayor to Sign

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

Approve the amendment.

**BACKGROUND AND DISCUSSION**

It is recommended that the City Council of the City of Rio Dell extend the City Manager's contract to July 21, 2019.

///

**FIRST AMENDMENT TO CITY OF RIO DELL CITY MANAGER EMPLOYMENT AGREEMENT**

This is the First Amendment to City of Rio Dell City Manager Employment Agreement (hereinafter this "First Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and KYLE KNOPP hereinafter referred to as "Employee" or "City Manager", both of whom understand as follows:

**RECITALS**

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell City Manager Employment Agreement (hereinafter the "City Manager Employment Agreement"), with both Employer's and Employee's execution date on July 21, 2014; and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the City Manager Employment Agreement as stated in this First Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the City Manager Employment Agreement recited in this First Amendment at its duly noticed public meeting occurring on December 6, 2016.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify City Manager Employment Agreement as follows:

**AGREEMENT**

- 1. The expiration date of the employee's contract shall be extended from July 21, 2017 to July 21, 2019.

EMPLOYEE

  
 Kyle Knopp, City Manager \_\_\_\_\_ Date 12/11/2016

EMPLOYER

\_\_\_\_\_  
 Frank Wilson, Mayor \_\_\_\_\_ Date



---

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

December 6, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager *3*

SUBJECT: Approval of Second Amendment to the City of Rio Dell Finance Director Employment Agreement and Authorization for the City Manager to Sign

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

Approve the amendment.

**BACKGROUND AND DISCUSSION**

It is recommended that the City Council of the City of Rio Dell extend the Finance Director's contract to June 30, 2017.

///



**SECOND AMENDMENT TO CITY OF RIO DELL FINANCE DIRECTOR EMPLOYMENT AGREEMENT**

This is the Second Amendment to City of Rio Dell Finance Director Employment Agreement (hereinafter this "Second Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and BROOKE WOODCOX hereinafter referred to as "Employee" or "Finance Director", both of whom understand as follows:

**RECITALS**

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Finance Director Employment Agreement (hereinafter the "Finance Director Employment Agreement"), with both Employer's and Employee's execution date on April 10, 2014, further amending the agreement with the First Amendment Executed on Tuesday, July 7, 2015; and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Finance Director Employment Agreement as stated in this Second Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Finance Director Employment Agreement recited in this Second Amendment at its duly noticed public meeting occurring on December 6, 2016.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Finance Director Employment Agreement as follows:

**AGREEMENT**

- 1. City shall pay employee one-time payment of \$600.00 within the first two pay periods of the execution of this Second Amendment. This payment shall be subject to all standard payroll deductions and shall not be considered ongoing.
- 2. The expiration date of the employee's contract shall be extended from April 06, 2017 to June 30, 2017.

**EMPLOYEE**

*Brooke Woodcox* \_\_\_\_\_ *12/1/16*  
Brooke Woodcox, Finance Director Date

**EMPLOYER**

\_\_\_\_\_  
Kyle Knopp, City Manager Date

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



December 6, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Adoption of Resolution No. 1315-2016 Amending and Adopting City Master Salary Table and Approval of Employee Contracts for the Rio Dell Peace Officers Association, Police Chief, Community Development Director, Water/Roadways Superintendent and Wastewater Superintendent Trainee

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve adoption of Resolution No. 1315-2016 amending and adopting City Master Salary Table and approval of employee contracts for the Rio Dell Peace Officers Association, Police Chief, Community Development Director, Water/Roadways Superintendent and Wastewater Superintendent Trainee.

BACKGROUND AND DISCUSSION

With the exception of contracts for the Finance Director and City Manager, all employee contracts expired on June 30, 2015. Discussions are ongoing but five contracts are ready for Council approval. These include: Rio Dell Peace Officers Association, Police Chief, Community Development Director, Water/Roadways Superintendent and Wastewater Superintendent Trainee.

Absent from this agenda item are contracts for the Rio Dell Employees Association, City Clerk, City Manager and Finance Director.

Summary of significant changes:

All contracts are proposed to terminate on June 30, 2017. All contracts receive a \$600.00 additional payment within the first two pay periods of contract approval. All prior amendments have been incorporated into these contracts.

**Rio Dell Peace Officers Association** -- Increase of life insurance policy from \$50,000 to a minimum of \$75,000

**Police Chief** -- No additional changes except for additions of pre-approved language.

**Community Development Director** – Addition of ‘E’ step in the Community Development Director’s Classification.

**Water/Roadways Superintendent** – Adjustment to salary schedule of 10% with a clarification for on-call “Pager Pay.” Adjustment to allow safety clothing allowance to be taken as a reimbursement.

**Wastewater Superintendent Trainee.** – Adjustment to salary schedule of 10% with a clarification for on-call “Pager Pay.”

Attached:

Resolution 1315-2016 with proposed salary table  
“Track Changes” of current salary table showing changes  
Contracts for:

Rio Dell Peace Officers Association,  
Police Chief,  
Community Development Director,  
Water/Roadways Superintendent, and  
Wastewater Superintendent Trainee.

///

**RESOLUTION NO. 1315-2016  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIO DELL  
AMENDING AND ADOPTING CITY MASTER SALARY TABLE**

**WHEREAS**, the City of Rio Dell recognizes the value of adopting a salary schedule that promotes the recruitment and retention of employees; and

**WHEREAS**, an pay structure with competitive salaries is essential in attracting and retaining a skilled, motivated work force, thereby increasing the level of service to the City's residents; and

**WHEREAS**, a salary table helps provide transparency in compensation; and

**WHEREAS**, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Rio Dell hereby amends and adopts the following Master Salary Table and that All prior resolutions concerning compensation for City employees that are in conflict with this Resolution or the attached Master Salary Tables are hereby repealed, and this Resolution shall be effective December 6, 2016:

**Peace Officers Association**

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	41,823	43,078	44,370	45,701	47,072
Police Corporal	46,005	47,385	48,807	50,271	51,779
Records Technician	32,660	33,640	34,649	35,688	36,759
Sergeant	50,606	52,124	53,688	55,298	56,957

**Rio Dell Employee's Association**

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	42,682	43,963	45,282	46,640	48,039
Accountant II	46,951	48,359	49,810	51,304	52,843
Administrative Assistant	29,036	29,907	30,804	31,728	32,680
Administrative Technician	35,246	36,304	37,393	38,515	39,670
Fiscal Assistant I	28,618	29,477	30,361	31,272	32,210

Fiscal Assistant II	32,084	33,046	34,037	35,059	36,110
Office Assistant	23,759	24,472	25,206	25,962	26,741
Public Works Leadman	33,170	34,165	35,190	36,246	37,333
Records Technician	32,656	33,636	34,645	35,684	36,755
Senior Fiscal Assistant	36,786	37,889	39,026	40,197	41,402
Utility Worker I	26,209	26,995	27,805	28,639	29,498
Utility Worker II	28,843	29,709	30,600	31,518	32,464
Water/Wastewater Plant Operator I	32,069	33,031	34,022	35,042	36,094
Water/Wastewater Plant Operator II	35,276	36,334	37,424	38,547	39,703

### Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	52,081	53,644	55,253	56,911	58,618
City Manager	106,875	110,081	113,384		
Chief of Police	79,540	81,926	84,384		
Finance Director	67,473	69,497	71,582		
Community Development Director	73,394	75,595	77,863	81,756	85,623
Wastewater Superintendent Trainee	51,022				
Wastewater Superintendent	54,717	56,359	58,050	59,791	61,585
Water/Streets Superintendent	61,556	63,403	65,305	67,264	69,282

**PASSED AND ADOPTED** by the City of Rio Dell on this 6<sup>th</sup> day of December 2016, by the following roll call vote:

Ayes:  
 Noes:  
 Abstain:  
 Absent:

\_\_\_\_\_  
 Frank Wilson, Mayor

ATTEST:

\_\_\_\_\_  
 Karen Dunham, City Clerk

### Peace Officers Association

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	A	B	C	D	E
Police Officer	41,823	43,078	44,370	45,701	47,072
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Community Development Director	73,394	75,595	77,863	81,756	N/A
					85,623
Wastewater Superintendent Trainee	46,384				
	51,022				
Wastewater Superintendent	49,743	51,235	52,772	54,356	55,986
	54,717	56,359	58,050	59,791	61,585
Water/Streets Superintendent	55,960	57,639	59,368	61,149	62,983
	61,556	63,403	65,305	67,264	69,282

**CITY OF RIO DELL**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF RIO DELL**  
**AND THE**  
**RIO DELL PEACE OFFICERS ASSOCIATION**

**July 1, 2016 through June 30<sup>th</sup>, 2017**

**ARTICLE I - GENERAL**

1. This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by representatives of the **City of Rio Dell**, hereafter referred to as the "**City**"; and representatives of the **Rio Dell Peace Officers Association**, hereafter referred to as "**Association**."

2. **RECOGNITION:** Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer.

3. **PERSONNEL RULES AND REGULATIONS:** All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the discretion of the City of Rio Dell City Council.

4. **NON-DISCRIMINATION:** The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.

5. **MEET AND CONFER:** Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing of the City as part of the negotiating team, will be the City Manager. The Association will be represented by a negotiation team designated by the Association President.

6. **AGREEMENT COPIES:** Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.

7. **MAINTENANCE OF BENEFITS:** All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of this date of this agreement, which are not specifically set forth in this agreement shall remain in full force unchanged during the term of this agreement except by mutual consent, or as otherwise allowed or required by law.

8. **MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

## ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. "**ASSOCIATION**" shall mean the Rio Dell Peace Officers Association.
2. "**CITY**" shall mean the City of Rio Dell, California.
3. "**MOU**" or "Memorandum of Understanding" shall mean this document entered into by representatives of the City and the Association.
4. "**EMPLOYEE HANDBOOK**" shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council and may be amended.
5. "**FULL TIME EMPLOYEE**" or "**FULL TIME POLICE OFFICER**" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. "**WORK PERIOD**" shall mean a period of 80 hours in two consecutive work weeks.
7. "**COMPENSATORY TIME OFF (CTO)**" shall mean a period of time that is worked to be taken off at another time in lieu of pay.
8. "**UNIT**" shall mean all employees, members and non-members, represented by the Association.
9. "**SWORN EMPLOYEE**" shall mean a member of the association with peace officer powers as defined by the California Penal Code.

## ARTICLE III - WORKING CONDITIONS

**EMPLOYEES HEALTH AND SAFETY:** In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

**Work Schedules:** The City and the Association agree that the Chief of Police may utilize any of the following work schedules during a two week pay period beginning on a Sunday:

- 10 working days at 8 hours per day.
- 8 working days at 10 hours per day.
- 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

## ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 months. However, said probationary evaluation period may be extended where any cumulative absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or



an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

**ARTICLE V - COMPENSATION**

**1. WAGES AND SALARIES:** Effective July 1, 2016, to June 30, 2017 the salary schedule A for employees represented by the Association shall be as follows:

**Peace Officers Association**

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	41,823	43,078	44,370	45,701	47,072
Police Corporal	46,005	47,385	48,807	50,271	51,779
Records Technician	32,660	33,640	34,649	35,688	36,759
Sergeant	50,606	52,124	53,688	55,298	56,957

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase.

Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police.

The City shall pay Rio Dell Peace Officer Association members (City employees) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

The City agrees to provide a "Stay Fit" program with a maximum individual payment of \$500.00 within a fiscal year. The payments shall be awarded based upon a consistent method agreed upon by the Chief of Police and City Manager. Payments associated with the "Stay Fit" program shall be subject to all standard payroll deductions.

**2. OVERTIME:** Under this agreement, overtime is any hours worked in excess of the scheduled work period hours as defined under article II and article III above in accordance with California labor code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as compensatory time at overtime rates up to a maximum accrued amount of eighty (80) hours. Compensatory time does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a

mutually agreeable time. The City's Financial Department shall list accumulated compensatory time on the employees bi-weekly pay stub.

**3. STANDBY AND CALL OUT:** An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

- a) **CALL OUT:** Sworn shall receive a minimum of two hours time paid if called back to duty.
- b) **STANDBY:** If placed on standby duty, police officers shall receive one hour of straight time for every four hours on standby call. This applies only to sworn employees.
- c) **COURT:** When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

**4. TRAVEL PAY:**

Actual travel time shall be counted as time worked.

**ARTICLE VI - FRINGE BENEFITS**

**1. GENERAL:** The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both sworn and non-sworn employees unless stated otherwise.

**2. MEDICAL, DENTAL AND VISION INSURANCE:** Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place unless the change was accepted by the Association. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

**3. LIFE INSURANCE:** A \$75,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding.

**4. DEFERRED COMPENSATION:** The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

**5. SICK LEAVE:** Sick leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

**6. FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE:** Family sick leave and family bereavement leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by the employee's department head. Up to five days of accumulated sick leave within a calendar year

may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Employee Handbook.

**7. CATASTROPHIC LEAVE (SICK LEAVE TRANSFER):** An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

- A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to use sick leave must be supported by a qualified medical opinion. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

1. An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.
- B. Any employee who is subjected to this MOU may voluntarily donate Sick Leave to another City employee subject to this MOU under the following condition:
- 1) The donating employee must retain 80 hours of Sick Leave in their Sick Leave bank at the time of any Sick Time transfer.
- C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

**8. LEAVE OF ABSENCE:** Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No leave of absence shall be granted to a probationary employee or part time employees. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager.

**9. VACATION TIME:** Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Employees covered by this

Memorandum of Understanding who are not full time employees shall not be eligible for any paid vacation leave. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 <sup>th</sup> year		168	6.462
18 <sup>th</sup> year		176	6.769
19 <sup>th</sup> year		184	7.077
20 <sup>th</sup> year		192	7.385
21 years and beyond		200	7.692

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount.

The times at which an employee may take a vacation shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

**10. HOLIDAYS:** The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12. 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

**11. DEPARTMENT UNIFORM ALLOWANCE:** Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. The initial \$187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

**12. WORKERS' COMPENSATION LEAVE:** Workers' compensation leave shall be in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

**13. COMPENSATORY TIME OFF (CTO) BUY-BACK:** On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

## **ARTICLE VII- GRIEVANCE PROCEDURE**

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

## **ARTICLE VIII- EVALUATIONS**

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

## **ARTICLE IX- SEPARATIONS**

**1. RESIGNATIONS:** Resignation from City service procedure shall be in accordance with the Employee Handbook.

**2. LAYOFF AND REEMPLOYMENT:** Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered

to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

**3. DISMISSALS:** Dismissal from City service procedure shall be in accordance with the Employee Handbook.

#### **ARTICLE X- ASSOCIATION SECURITY**

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the association or pay the Rio Dell Police Officers' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Rio Dell Police Officers' Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Rio Dell Police Officers' Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Rio Dell Police Officers' Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

#### **ARTICLE XI- DURATION OF AGREEMENT**


This Memorandum of Understanding shall be in effect for the period of July 1, 2016 through June 30<sup>th</sup>, 2017. In the event that this MOU is not replaced by a succeeding MOU on or before June 30<sup>th</sup>, 2017, this MOU shall be extended so long as good faith negotiations continue.

#### **ARTICLE XII- SAVINGS CLAUSE**

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION

CITY OF RIO DELL

  
\_\_\_\_\_  
John Beauchaine, President

*12/1/10*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kyle Knopp, City Manager Date

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney

\_\_\_\_\_  
Date

**AMENDED**

**CITY OF RIO DELL**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF RIO DELL  
AND THE  
RIO DELL PEACE OFFICERS ASSOCIATION**

July 1, 201~~6~~<sup>3</sup> through ~~June 30~~<sup>June 30<sup>th</sup></sup>, 201~~7~~<sup>4</sup>

**ARTICLE I - GENERAL**

1. This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by representatives of the **City of Rio Dell**, hereafter referred to as the "**City**"; and representatives of the **Rio Dell Peace Officers Association**, hereafter referred to as "**Association**."

2. **RECOGNITION:** Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer.

3. **PERSONNEL RULES AND REGULATIONS:** All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the discretion of the City of Rio Dell City Council.

4. **NON-DISCRIMINATION:** The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.

5. **MEET AND CONFER:** Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing of the City as part of the negotiating team, will be the City Manager. The Association will be represented by a negotiation team designated by the Association President.

6. **AGREEMENT COPIES:** Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.

7. **MAINTENANCE OF BENEFITS:** All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of this date of this agreement, which are not specifically set forth in this agreement shall remain in full force unchanged during the term of this agreement except by mutual consent, or as otherwise allowed or required by law.

8. **MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.



## ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. "ASSOCIATION" shall mean the Rio Dell Peace Officers Association.
2. "CITY" shall mean the City of Rio Dell, California.
3. "MOU" or "Memorandum of Understanding" shall mean this document entered into by representatives of the City and the Association.
4. "EMPLOYEE HANDBOOK" shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council and may be amended.
5. "FULL TIME EMPLOYEE" or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. "WORK PERIOD" shall mean a period of 80 hours in two consecutive work weeks.
7. "COMPENSATORY TIME OFF (CTO)" shall mean a period of time that is worked to be taken off at another time in lieu of pay.
8. "UNIT" shall mean all employees, members and non-members, represented by the Association.
9. "SWORN EMPLOYEE" shall mean a member of the association with peace officer powers as defined by the California Penal Code.

## ARTICLE III - WORKING CONDITIONS

**EMPLOYEES HEALTH AND SAFETY:** In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

**Work Schedules:** The City and the Association agree that the Chief of Police may utilize any of the following work schedules during a two week pay period beginning on a Sunday:

- 10 working days at 8 hours per day.
- 8 working days at 10 hours per day.
- 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

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## ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 months. However, said probationary evaluation period may be extended where any cumulative absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

**ARTICLE V - COMPENSATION**

**1. WAGES AND SALARIES:** Effective July 1, 2016~~2~~, to ~~June 30~~June 30, 2017~~3~~ the salary schedule A for employees represented by the Association shall be as follows:

**Peace Officers Association**

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	41,823	43,078	44,370	45,701	47,072
Police Corporal	46,005	47,385	48,807	50,271	51,779
Records Technician	32,660	33,640	34,649	35,688	36,759
Sergeant	50,606	52,124	53,688	55,298	56,957

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Schedule A—2%

Job Title	Salary Range	A	B	C	D	E
Police Officer		\$ 39,827	\$ 41,184	\$ 42,542	\$ 43,900	\$ 45,257
Police Corporal		\$ 43,809	\$ 45,303	\$ 46,796	\$ 48,290	\$ 49,783
Records Technician		\$ 31,101	\$ 32,161	\$ 33,221	\$ 34,282	\$ 35,342
Sergeant		\$ 49,193	\$ 50,870	\$ 52,547	\$ 54,224	\$ 55,901

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase.

Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police.

The City shall pay Rio Dell Peace Officer Association members (City employees) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

The City agrees to provide a "Stay Fit" program with a maximum individual payment of \$500.00 within a fiscal year. The payments shall be awarded based upon a consistent method agreed upon by the Chief of Police and City Manager. Payments associated with the "Stay Fit" program shall be subject to all standard payroll deductions.

If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased as shown on the following schedule B and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Schedule B—3%

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 40,217	\$ 41,588	\$ 42,959	\$ 44,330	\$ 45,701
Police Corporal	\$ 44,239	\$ 45,747	\$ 47,255	\$ 48,763	\$ 50,271
Records Technician	\$ 31,406	\$ 32,477	\$ 33,547	\$ 34,618	\$ 35,688
Sergeant	\$ 49,675	\$ 51,369	\$ 53,062	\$ 54,756	\$ 56,449

During the second year of this MOU Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased, at Employer's discretion without obligation, upon a satisfactory performance review and approval by the City Manager by Two (2) percent above that payable on June 30, 2013. If Schedule A was applicable, then reference Schedule C which represents a 2% increase. If Schedule B was applicable, then reference Schedule D which represents a 2% increase.

Schedule C—2% over 2% for the preceding year

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 40,623	\$ 42,008	\$ 43,393	\$ 44,778	\$ 46,163
Police Corporal	\$ 44,685	\$ 46,209	\$ 47,732	\$ 49,255	\$ 50,779
Records Technician	\$ 31,723	\$ 32,804	\$ 33,886	\$ 34,967	\$ 36,049
Sergeant	\$ 50,177	\$ 51,887	\$ 53,598	\$ 55,309	\$ 57,019

Schedule—2% over a 3% increase for the preceding year

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 41,021	\$ 42,420	\$ 43,818	\$ 45,217	\$ 46,615
Police Corporal	\$ 45,123	\$ 46,662	\$ 48,200	\$ 49,738	\$ 51,277
Records Technician	\$ 32,034	\$ 33,126	\$ 34,218	\$ 35,310	\$ 36,402
Sergeant	\$ 50,669	\$ 52,396	\$ 54,123	\$ 55,851	\$ 57,578

If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said second year of the MOU Employee's salary shall be increased upon a satisfactory performance review and approval of the City Manager by an additional

Two (2) percent of salary payable on June 30, 2013 and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. If Schedule C was applicable, then reference Schedule E which represents a 2% increase. If Schedule D was applicable, then reference Schedule F which represents a 2% increase.

Schedule E - 3% over a 2% increase

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 41,021	\$ 42,420	\$ 43,818	\$ 45,217	\$ 46,615
Police Corporal	\$ 45,123	\$ 46,662	\$ 48,200	\$ 49,738	\$ 51,277
Records Technician	\$ 32,034	\$ 33,126	\$ 34,218	\$ 35,310	\$ 36,402
Sergeant	\$ 50,669	\$ 52,396	\$ 54,123	\$ 55,851	\$ 57,578

Schedule F - 3% over a 3% increase

Job Title	Salary Range				
	A	B	C	D	E
Police Officer	\$ 41,423	\$ 42,836	\$ 44,248	\$ 45,660	\$ 47,072
Police Corporal	\$ 45,566	\$ 47,119	\$ 48,673	\$ 50,226	\$ 51,779
Records Technician	\$ 32,348	\$ 33,451	\$ 34,554	\$ 35,656	\$ 36,759
Sergeant	\$ 51,166	\$ 52,910	\$ 54,654	\$ 56,398	\$ 58,143

**2. OVERTIME:** Under this agreement, overtime is any hours worked in excess of the scheduled work period hours as defined under article II and article III above in accordance with California labor code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as compensatory time at overtime rates up to a maximum accrued amount of eighty (80) hours. Compensatory time does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated compensatory time on the employees bi-weekly pay stub.

**3. STANDBY AND CALL OUT:** An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

- a) **CALL OUT:** Sworn shall receive a minimum of two hours time paid if called back to duty.
- b) **STANDBY:** If placed on standby duty, police officers shall receive one hour of straight time for every four hours on standby call. This applies only to sworn employees.

c) **COURT:** When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

**4. TRAVEL PAY:**

Actual travel time shall be counted as time worked.

**ARTICLE VI - FRINGE BENEFITS**

1. **GENERAL:** The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both sworn and non-sworn employees unless stated otherwise.

2. **MEDICAL, DENTAL AND VISION INSURANCE:** Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place unless the change was accepted by the Association. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

3. **LIFE INSURANCE:** A \$7550,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding.

4. **DEFERRED COMPENSATION:** The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

5. **SICK LEAVE:** Sick leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

6. **FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE:** Family sick leave and family bereavement leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by the employee's department head. Up to five days of accumulated sick leave within a calendar year may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Employee Handbook.

**7. CATASTROPHIC LEAVE (SICK LEAVE TRANSFER):** An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

- A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to use sick leave must be supported by a qualified medical opinion. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

- 1. An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.

- B. Any employee who is subjected to this MOU may voluntarily donate Sick Leave to another City employee subject to this MOU under the following condition:

- 1) The donating employee must retain 80 hours of Sick Leave in their Sick Leave bank at the time of any Sick Time transfer.

- C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

**8. LEAVE OF ABSENCE:** Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No leave of absence shall be granted to a probationary employee or part time employees. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager.

**9. VACATION TIME:** Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Employees covered by this Memorandum of Understanding who are not full time employees shall not be eligible for any paid vacation leave. Employees vacation accrues at the rates below:

Tenure	Vacation	Vacation
--------	----------	----------

Greater than or equal to:	Less than:	hours per year	hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 <sup>th</sup> year		168	6.462
18 <sup>th</sup> year		176	6.769
19 <sup>th</sup> year		184	7.077
20 <sup>th</sup> year		192	7.385
21 years and beyond		200	7.692

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount.

The times at which an employee may take a vacation shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

**10. HOLIDAYS:** The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12. 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

**11. DEPARTMENT UNIFORM ALLOWANCE:** Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. The initial \$187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

**12. WORKERS' COMPENSATION LEAVE:** Workers' compensation leave shall be in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

**13. COMPENSATORY TIME OFF (CTO) BUY-BACK:** On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

## **ARTICLE VII- GRIEVANCE PROCEDURE**

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

## **ARTICLE VIII- EVALUATIONS**

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

## **ARTICLE IX- SEPARATIONS**

**1. RESIGNATIONS:** Resignation from City service procedure shall be in accordance with the Employee Handbook.

**2. LAYOFF AND REEMPLOYMENT:** Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered



to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

**3. DISMISSALS:** Dismissal from City service procedure shall be in accordance with the Employee Handbook.

#### **ARTICLE X- ASSOCIATION SECURITY**

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the association or pay the Rio Dell Police Officers' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Rio Dell Police Officers' Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Rio Dell Police Officers' Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Rio Dell Police Officers' Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

#### **ARTICLE XI- DURATION OF AGREEMENT**

This Memorandum of Understanding shall be in effect for the period of July 1, 2016~~2~~ through ~~June 30~~ June 30<sup>th</sup>, 2017~~4~~. In the event that this MOU is not replaced by a succeeding MOU on or before ~~June 30~~ June 30<sup>th</sup>, 2017~~4~~, this MOU shall be extended so long as good faith negotiations continue.

#### **ARTICLE XII- SAVINGS CLAUSE**

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION

CITY OF RIO DELL

~~John Beauchaine, Joshua Wiener, President~~  
~~Knopp, City Manager Date~~

Date ~~Ron-Henrickson~~ Kyle

~~John Beauchaine, Vice President Date~~

Approved as to form:

~~Russ Gans, City Attorney Date~~

**CITY OF RIO DELL  
CHIEF OF POLICE  
CONTRACT AGREEMENT**

This employment agreement (this "Agreement"), is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" or "City" and **Graham G. Hill**, hereinafter referred to as "Employee" or "Chief of Police", both of whom understand as follows:

**RECITALS**

- A. WHEREAS**, Employer desires to employ the services of said Graham G. Hill as **CHIEF OF POLICE** of the City of Rio Dell; and
- B. WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and
- C. WHEREAS**, Employee desires to accept employment as the Chief of Police of the said City.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES** Employer hereby agrees to employ **GRAHAM G. HILL** as **CHIEF OF POLICE** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

**SECTION 2. TERM; EMPLOYMENT TERMINATION NOTICE; SEVERANCE**

- A. Term.** The term of this Agreement shall be from July 1, 2016 through June 30, 2017, unless terminated earlier as provided in this Section 2 or Section 3 of this Agreement, below.
- B. Voluntary Resignation by Employee.** Employee may resign at any time during the term of this Agreement by providing Employer with thirty (30) days written notice prior to resignation. Should Employee resign, he shall be entitled to salary and benefits accrued up to the last day Employee is on the job or up to the expiration of the thirty (30) day notice period, whichever date shall first occur.
- C. Employer Issued Employment Termination Notice.** At any time during the term of this Agreement, Employer shall have the right, in Employer's discretion, to terminate

Employee's employment with the City, with or without cause, upon providing ninety (90) days written notice to Employee of termination ("Notice of Termination"). Should the City elect to give Notice of Termination, the City has the option to require the Employee to remain at his position for a period of ninety (90) days from date of said Notice of Termination or may require Employee to refrain from performing said duties in which event the Employee shall be paid his regular monthly salary for a period of ninety (90) days from the date of Notice of Termination, unless the termination is for cause as stated below.

D. Severance Pay. If Employee is asked to resign by the City or is provided Notice of Termination, Employee shall receive a cash severance payment, or payments (without interest) at intervals specified by Employee totaling 3 months (90 days) salary and benefits.

E. Non-Payment of Severance Under Certain Conditions. If the termination of Employee's employment is the result of conviction of a felony, he shall not be paid any severance pay.

**SECTION 3. FOR CAUSE TERMINATION; SUSPENSION, DEMOTION OR REMOVAL** Subject to all terms of this Agreement, the Peace Officer Bill of Rights pursuant to the California Public Safety Officers Procedural Bill of Rights Act (California Government Code §§33300-3311) shall be followed by City in the event of suspension, demotion or dismissal. Without limitation on the forgoing, conviction of a felony shall be grounds for immediate termination without severance pay, as stated in this Agreement.

**SECTION 4. DISABILITY** Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Council, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Council. Employer shall also pay to Employee severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, of payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**SECTION 5. SALARY** The salary for the Chief of Police shall be:

Contract Employees					
JOB TITLE	Salary Range				
	A	B	C	D	E
Chief of Police	79,540	81,926	84,384		

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay City Clerk (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

**SECTION 6. PERFORMANCE EVALUATION** The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement using such procedures as he deems appropriate. From time to time the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

**SECTION 7. HOURS OF WORK** It is recognized that Employee must devote a great deal of time outside normal office hours to the business of Employer and shall be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager in consideration of the annual salary above defined. Employee acknowledges that the position of Chief of Police is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

**SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES** Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

**SECTION 9. AUTOMOBILE** Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee may take the vehicle home at night to expedite response time to a call when necessary. Employee will not use the City vehicle for personal use without prior permission from the City Manager. Driving a City vehicle is a requirement of performing the job. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

**SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME** For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Peace Officer's Association.

**SECTION 11. ACCRUED VACATION LEAVE**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT** Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee provided they are preapproved by the City Manager in writing. Employee shall submit an itemization schedule of his out-of-pocket expenses in writing in the form of a purchase order for payment.

**SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT** Medical, Dental and Vision Insurance shall be provided for the Chief of Police as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all

health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

**SECTION 14. DEFERRED COMPENSATION** The Employer does not yet participate in the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to Twenty Three percent (23%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year. Amounts contributed to the Deferred Compensation Plan in excess of IRS contribution limits will revert to taxable wages (May 7, 2013 Contract Amendment No. 2).

**SECTION 15. LIFE INSURANCE** A term life insurance policy in the amount of Seventy Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

**SECTION 16. AGREEMENT EFFECTIVE** This Employment Agreement shall become effective July 1, 2012, and shall remain in effect through June 30, 2014, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 17. INDEMNIFICATION** Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as CHIEF OF POLICE. Employer will defend and, if appropriate, attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any criminal acts, intentional torts or willful misconduct of Employee.

**SECTION 18. BONDING** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 19. DUES AND SUBSCRIPTIONS** Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his contribution and participation in the:

- 1). California Police Officer's Association;
- 2). California Police Chief's Association; and
- 3). Law Enforcement Chief's Association of Humboldt

Employee shall distribute to and share with the City Manager written material and information distributed by the above associations.

**SECTION 20. LICENSING AND TRAINING** Employer agrees to budget and pay for the professional licensing and continued education of Employee for training provided by the California Peace Officers Association, The California Police Chief's Association, and the

California Commission on Peace Officer Standards and Training. Employee is encouraged to enroll in and complete the POST Management Course and the POST Executive Course as time permits.

**SECTION 21. TRAVEL EXPENSES** Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 22. ATTORNEY'S FEES** Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

**SECTION 23. NOTICES** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**  
City of Rio Dell  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

**EMPLOYEE**  
Graham G. Hill  
275 Ogle Avenue  
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

**SECTION 24. GENERAL PROVISIONS**

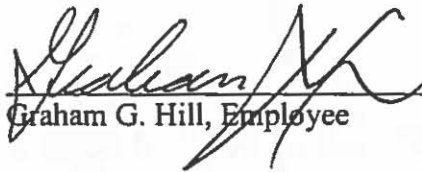
- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all exhibits attached hereto) 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 or amended 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.



F. Representation by Counsel: Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.

**IN WITNESS WHEREOF**, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

**EMPLOYEE**

 12/01/2017  
Graham G. Hill, Employee                      Date

**EMPLOYER**

\_\_\_\_\_  
Kyle Knopp, City Manager      Date

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney                      Date

**CITY OF RIO DELL  
CHIEF OF POLICE  
CONTRACT AGREEMENT**

This employment agreement (this "Agreement"), is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" or "City" and **Graham G. Hill**, hereinafter referred to as "Employee" or "Chief of Police", both of whom understand as follows:

**RECITALS**

A. **WHEREAS**, Employer desires to employ the services of said Graham G. Hill as **CHIEF OF POLICE** of the City of Rio Dell; and

B. **WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. **WHEREAS**, Employee desires to accept employment as the Chief of Police of the said City.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES** Employer hereby agrees to employ **GRAHAM G. HILL** as **CHIEF OF POLICE** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

**SECTION 2. TERM; EMPLOYMENT TERMINATION NOTICE; SEVERANCE**

A. **Term.** The term of this Agreement shall be from July 1, 2016~~2~~ through June 30, 2017~~4~~, unless terminated earlier as provided in this Section 2 or Section 3 of this Agreement, below.

B. **Voluntary Resignation by Employee.** Employee may resign at any time during the term of this Agreement by providing Employer with thirty (30) days written notice prior to resignation. Should Employee resign, he shall be entitled to salary and benefits accrued up to the last day Employee is on the job or up to the expiration of the thirty (30) day notice period, whichever date shall first occur.

C. Employer Issued Employment Termination Notice. At any time during the term of this Agreement, Employer shall have the right, in Employer's discretion, to terminate Employee's employment with the City, with or without cause, upon providing ninety (90) days written notice to Employee of termination ("Notice of Termination"). Should the City elect to give Notice of Termination, the City has the option to require the Employee to remain at his position for a period of ninety (90) days from date of said Notice of Termination or may require Employee to refrain from performing said duties in which event the Employee shall be paid his regular monthly salary for a period of ninety (90) days from the date of Notice of Termination, unless the termination is for cause as stated below.

D. Severance Pay. If Employee is asked to resign by the City or is provided Notice of Termination, Employee shall receive a cash severance payment, or payments (without interest) at intervals specified by Employee totaling 3 months (90 days) salary and benefits.

E. Non-Payment of Severance Under Certain Conditions. If the termination of Employee's employment is the result of conviction of a felony, he shall not be paid any severance pay.

**SECTION 3. FOR CAUSE TERMINATION; SUSPENSION, DEMOTION OR REMOVAL** Subject to all terms of this Agreement, the Peace Officer Bill of Rights pursuant to the California Public Safety Officers Procedural Bill of Rights Act (California Government Code §§3300-3311) shall be followed by City in the event of suspension, demotion or dismissal. Without limitation on the forgoing, conviction of a felony shall be grounds for immediate termination without severance pay, as stated in this Agreement.

**SECTION 4. DISABILITY** Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Council, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Council. Employer shall also pay to Employee severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**SECTION 5. SALARY** ~~Employer agrees to pay Employee for their services rendered an annual salary of Eight One Thousand One Hundred Thirty One Dollars (\$81,131) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time intervals as other employees of Employer are paid. If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary shall be increased to Eighty One Thousand Nine Hundred Twenty Six Dollars (\$81,926) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.~~

Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by two percent (2%) above that payable on June 30, 2013. If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional one percent (1%) of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. The salary for the Chief of Police shall be:

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**Contract Employees**

JOB TITLE	Salary Range				
	A	B	C	D	E
Chief of Police	79,540	81,926	84,384		

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay City Clerk (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

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**SECTION 6. PERFORMANCE EVALUATION** The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement using such procedures as he deems appropriate. From time to time the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

**SECTION 7. HOURS OF WORK** It is recognized that Employee must devote a great deal of time outside normal office hours to the business of Employer and shall be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager in consideration of the annual salary above defined. Employee acknowledges that the position of Chief of Police is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

**SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES** Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than

four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

**SECTION 9. AUTOMOBILE** Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee may take the vehicle home at night to expedite response time to a call when necessary. Employee will not use the City vehicle for personal use without prior permission from the City Manager. Driving a City vehicle is a requirement of performing the job. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

**SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME**

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments: 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
<u>One to three (1-3)</u>	<u>80 hours</u>	<u>120 hours</u>
<u>Four to ten (4-10)</u>	<u>120 hours</u>	<u>180 hours</u>
<u>Eleven to fifteen (11-15)</u>	<u>160 hours</u>	<u>240 hours</u>
<u>Sixteen to twenty (16-20)</u>	<u>200 hours</u>	<u>300 hours</u>

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Peace Officer's Association.

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave eight (8) hours each calendar month actually worked by Employee, and vacation time as follows:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Peace Officers Association.

**SECTION 11. ACCRUED VACATION LEAVE**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT** Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee provided they are preapproved by the City Manager in writing. Employee shall submit an itemization schedule of his out-of-pocket expenses in writing in the form of a purchase order for payment.

**SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT** Medical, Dental and Vision Insurance shall be provided for the Chief of Police as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

**SECTION 14. DEFERRED COMPENSATION** The Employer does not yet participate in the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to Twenty Three percent (23%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year. Amounts contributed to the Deferred Compensation Plan in excess of IRS contribution limits will revert to taxable wages (May 7, 2013 Contract Amendment No. 2).

**SECTION 15. LIFE INSURANCE** A term life insurance policy in the amount of Seventy Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

**SECTION 16. AGREEMENT EFFECTIVE** This Employment Agreement shall become effective July 1, 2012, and shall remain in effect through June 30, 2014, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 17. INDEMNIFICATION** Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as CHIEF OF POLICE. Employer will defend and, if appropriate, attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any criminal acts, intentional torts or willful misconduct of Employee.

**SECTION 18. BONDING** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 19. DUES AND SUBSCRIPTIONS** Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his contribution and participation in the:

- 1). California Police Officer's Association;
- 2). California Police Chief's Association; and
- 3). Law Enforcement Chief's Association of Humboldt

Employee shall distribute to and share with the City Manager written material and information distributed by the above associations.

**SECTION 20. LICENSING AND TRAINING** Employer agrees to budget and pay for the professional licensing and continued education of Employee for training provided by the California Peace Officers Association, The California Police Chief's Association, and the California Commission on Peace Officer Standards and Training. Employee is encouraged to

enroll in and complete the POST Management Course and the POST Executive Course as time permits.

**SECTION 21. TRAVEL EXPENSES** Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 22. ATTORNEY'S FEES** Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

**SECTION 23. NOTICES** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**  
City of Rio Dell  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

**EMPLOYEE**  
Graham G. Hill  
275 Ogle Avenue  
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

**SECTION 24. GENERAL PROVISIONS**

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all exhibits attached hereto) 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 or amended 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.
- F. Representation by Counsel: Employee and City acknowledge that they each did, or had the opportunity to, consult with legal counsel of their respective choices with respect to the matters that are the subject of this Agreement prior to executing it.



**IN WITNESS WHEREOF**, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

**EMPLOYEE**

\_\_\_\_\_  
Graham G. Hill, Employee                      Date

**EMPLOYER**

\_\_\_\_\_  
~~Jim Stretch~~ Kyle Knopp, City Manager                      Date

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney                      Date

**CITY OF RIO DELL  
COMMUNITY DEVELOPMENT DIRECTOR  
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Kevin Caldwell**, hereinafter referred to as "Employee" or "**Community Development Director**", both of whom understand as follows:

**RECTIALS**

**A. WHEREAS**, Employer desires to employ the services of said **Kevin Caldwell** as **Community Development Director** of the City of Rio Dell; and

**B. WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

**C. WHEREAS**, Employee desires to accept employment as the **Community Development Director** of the said City;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES.** Employer hereby agrees to employ **Kevin Caldwell** as **Community Development Director** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Community Development Director shall from time to time be assigned. These duties may include tasks related to planning, housing, building, code compliance and economic development projects.

**SECTION 2. TERM.** This Agreement shall remain in effect through June 30, 2017, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

For purposes of calculating the anniversary date for annual salary increases the date shall be March 14, 2011, his date of hire as Housing Program Director.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this

Agreement, below, the Community Development Director shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Community Development Director in the performance of the powers and duties of his office. In all other circumstances, the Community Development Director can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement the Community Development Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination.** "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

b. **Severance Payment Exception.** Should the Community Development Director be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Community Development Director voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

**SECTION 3. SUSPENSION OR REMOVAL.** The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

**SECTION 4. DISABILITY.** Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**SECTION 5. SALARY.** The Annual Salary for the Community Development Director shall be:

## Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
Community Development Director	73,394	75,595	77,863	81,756	85,623

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay Community Development Director (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

The Community Development Director is limited to 32 hours per week of work. This arrangement can be altered by the mutual agreement of the City and the Employee.

**SECTION 6. PERFORMANCE EVALUATION.** The City Manager shall review and evaluate the performance of the Employee in February of 2013 and June of 2013 using such procedures as he/she determines appropriate. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

**SECTION 7. HOURS OF WORK.** It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off other than eighty (80) hours of executive leave. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

**SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES.** Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (8) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager. Other non-employer connected business may include provision of planning consulting services provided such services are not performed in the City of Rio Dell or provided to individuals or organizations which have business interests in the City of Rio Dell.

**SECTION 9. AUTOMOBILE.** Employee's duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

**SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME.**

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

**SECTION 11. ACCRUED VACATION LEAVE.**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT**

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manger. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee is contactable at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

**SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT.** Medical, Dental and Vision Insurance shall be provided for the Community Development Director as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

**SECTION 14. DEFERRED COMPENSATION.** The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

**SECTION 15. LIFE INSURANCE.** A term life insurance policy in the amount of Seventy Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee.

**SECTION 16. AGREEMENT EFFECTIVE.** This Employment Agreement shall become effective July 1, 2016 and shall remain in effect through June 30, 2017, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 17. INDEMNIFICATION.** Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out

of an alleged act or omission occurring in the performance of Employee's duties as Community Development Director. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

**SECTION 18. BONDING.** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 19. DUES AND SUBSRIPTIONS.** Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

**SECTION 20. LICENSING AND TRAINING.** Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

**SECTION 21. TRAVEL EXPENSES.** Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 22. ATTORNEY'S FEES.** Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

**SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

**SECTION 24. NOTICES.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**  
City of Rio Dell  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

**EMPLOYEE**  
Kevin Caldwell  
P.O. box 614  
Miranda, California 95553

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

**SECTION 25. GENERAL PROVISIONS**

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) 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 or amended 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.

**IN WITNESS WHEREOF**, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

**EMPLOYEE**

Kevin Caldwell                      12/1/14  
Kevin Caldwell                      Date  
Community Development Director

**EMPLOYER**

\_\_\_\_\_  
Kyle Knopp                      Date  
City Manager

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney                      Date



**CITY OF RIO DELL  
WATER AND ROADWAYS SUPERINTENDENT  
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Randy Jensen**, hereinafter referred to as "Employee" or "Water and Roadways Superintendent", both of whom understand as follows:

**RECTIALS**

**A. WHEREAS**, Employer desires to employ the services of said **Randy Jensen** as **Water and Roadways Superintendent** of the City of Rio Dell; and

**B. WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

**C. WHEREAS**, Employee desires to accept employment as the **Water and Roadways Superintendent** of the said City;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES.** Employer hereby agrees to employ **Randy Jensen** as **Water and Roadways Superintendent** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Wastewater Superintendent shall from time to time be assigned.

**SECTION 2. TERM.** This Agreement shall remain in effect through ~~February 28~~ ~~June 30~~, 2018, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Water and Roadways Superintendent shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Water and Roadways

Superintendent in the performance of the powers and duties of his office. In all other circumstances, the Water and Roadways Superintendant can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the Water and Roadways Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as **Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

b. **Severance Payment Exception.** Should the Water and Roadways Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Water and Roadways Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

**SECTION 3. SUSPENSION OR REMOVAL.** The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

**SECTION 4. DISABILITY.** Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**SECTION 5. SALARY.** ~~Employer agrees to pay Employee for their services rendered an annual salary of Fifty Eight Thousand Seven Hundred Ninety Two Dollars (\$58,792) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time as other employees of Employer are paid. If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for~~

~~any full months during said year Employees salary shall be increased to Fifty Nine Thousand Three Hundred Sixty Eight Dollars (\$59,368) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.~~

~~Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by Two (2) percent above that payable on June 30, 2013. If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional One (1) percent of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. The Salary for the Water/Streets Superintendent shall be as follows:~~

**Contract Employees**

JOB TITLE	Salary Range				
	A	B	C	D	E
Water/Streets Superintendent	61,556	63,403	65,305	67,264	69,282

- ~~Step A - Payable during first year of employment.~~
- ~~Step B - Payable during second year of employment subject to performance.~~
- ~~Step C - Payable during third year of employment subject to performance.~~
- ~~Step D - Payable during fourth year of employment subject to performance.~~
- ~~Step E - Payable during fifth year or more of employment subject to performance.~~

~~The City shall pay Water/Streets Superintendent (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.~~

**SECTION 6. PERFORMANCE EVALUATION.** The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

**SECTION 7. HOURS OF WORK.** It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Water and Roadways Superintendent is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

**SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES.** Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other

employment” shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

**SECTION 9. AUTOMOBILE.** Employee’s duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer’s business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City’s separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver’s license and maintain insurable driving status as defined by City’s insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

**SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME.**

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
<u>One to three (1-3)</u>	<u>80 hours</u>	<u>120 hours</u>
<u>Four to ten (4-10)</u>	<u>120 hours</u>	<u>180 hours</u>
<u>Eleven to fifteen (11-15)</u>	<u>160 hours</u>	<u>240 hours</u>
<u>Sixteen to twenty (16-20)</u>	<u>200 hours</u>	<u>300 hours</u>

~~Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.~~

~~Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee, and vacation time as follows:~~

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
<del>One to three (1-3)</del>	<del>80 hours</del>
<del>Four to ten (4-10)</del>	<del>120 hours</del>
<del>Eleven to fifteen (11-15)</del>	<del>160 hours</del>
<del>Sixteen to Twenty (16-20)</del>	<del>200 hours</del>

~~Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.~~

### **SECTION 11. ACCRUED VACATION LEAVE.**

~~The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.~~

~~Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.~~

~~The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.~~

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT.** Employer agrees to pay a \$500.00 annual clothing allowance payable \$125.00 quarterly. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

**SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT.** Medical, Dental and Vision Insurance shall be provided for the Water and Roadways Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for

health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

**SECTION 14. DEFERRED COMPENSATION.** The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

**SECTION 15. LIFE INSURANCE.** A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

**SECTION 16. AGREEMENT EFFECTIVE.** This Employment Agreement shall become effective July 1, 2012 and shall remain in effect through June 30, 2014, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 17. INDEMNIFICATION.** Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

**SECTION 18. BONDING.** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 19. DUES AND SUBSRIPTIONS.** Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

**SECTION 20. LICENSING AND TRAINING.** Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

**SECTION 21. TRAVEL EXPENSES.** Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee

while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 22. ATTORNEY'S FEES.** Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

**SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

**SECTION 24. NOTICES.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**  
City of Rio Dell  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

**EMPLOYEE**  
Randy Jensen  
3230 Tami Court  
Fortuna, California 95540

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

**SECTION 25. GENERAL PROVISIONS**

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) 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 or amended 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.





**CITY OF RIO DELL  
WATER AND ROADWAYS SUPERINTENDENT  
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Randy Jensen**, hereinafter referred to as "Employee" or "**Water and Roadways Superintendent**", both of whom understand as follows:

**RECTIALS**

**A. WHEREAS**, Employer desires to employ the services of said **Randy Jensen** as **Water and Roadways Superintendent** of the City of Rio Dell; and

**B. WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

**C. WHEREAS**, Employee desires to accept employment as the **Water and Roadways Superintendent** of the said City;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES.** Employer hereby agrees to employ **Randy Jensen** as **Water and Roadways Superintendent** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Wastewater Superintendent shall from time to time be assigned.

**SECTION 2. TERM.** This Agreement shall remain in effect through June 30, 2017, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Water and Roadways Superintendent shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Water and Roadways

Superintendent in the performance of the powers and duties of his office. In all other circumstances, the Water and Roadways Superintendant can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the Water and Roadways Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as **Employee's sole and exclusive remedy and right(s) to payment at employment termination.** "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

b. **Severance Payment Exception.** Should the Water and Roadways Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Water and Roadways Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

**SECTION 3. SUSPENSION OR REMOVAL.** The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

**SECTION 4. DISABILITY.** Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**SECTION 5. SALARY.** The Salary for the Water/Streets Superintendent shall be as follows:

## Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
Water/Streets Superintendent	61,556	63,403	65,305	67,264	69,282

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay Water/Streets Superintendent (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

Employee shall be provided "Pager Pay" when assigned this duty by the Public Works Director or City Manager. Pager pay compensation shall be provided at the level cited the Rio Dell Employee's Association agreement.

**SECTION 6. PERFORMANCE EVALUATION.** The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

**SECTION 7. HOURS OF WORK.** It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Water and Roadways Superintendent is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

**SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES.** Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

**SECTION 9. AUTOMOBILE.** Employee's duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile.

Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

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Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

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Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

**SECTION 11. ACCRUED VACATION LEAVE.**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT.** Employer agrees to pay or reimburse a \$500.00 annual clothing allowance payable \$125.00 quarterly. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

**SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT.** Medical, Dental and Vision Insurance shall be provided for the Water and Roadways Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

**SECTION 14. DEFERRED COMPENSATION.** The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

**SECTION 15. LIFE INSURANCE.** A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

**SECTION 16. AGREEMENT EFFECTIVE.** This Employment Agreement shall become effective July 1, 2016 and shall remain in effect through June 30, 2017, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 17. INDEMNIFICATION.** Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

**SECTION 18. BONDING.** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 19. DUES AND SUBSRIPTIONS.** Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

**SECTION 20. LICENSING AND TRAINING.** Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

**SECTION 21. TRAVEL EXPENSES.** Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 22. ATTORNEY'S FEES.** Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

**SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

**SECTION 24. NOTICES.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**  
City of Rio Dell  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

**EMPLOYEE**  
Randy Jensen  
675 Wildwood Avenue  
Rio Dell, CA 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

**SECTION 25. GENERAL PROVISIONS**

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.



**CITY OF RIO DELL  
WATER AND ROADWAYS SUPERINTENDENT  
EMPLOYMENT AGREEMENT**

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Randy Jensen**, hereinafter referred to as "Employee" or "**Water and Roadways Superintendent**", both of whom understand as follows:

**RECTIALS**

- A. **WHEREAS**, Employer desires to employ the services of said **Randy Jensen** as **Water and Roadways Superintendent** of the City of Rio Dell; and
- B. **WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and
- C. **WHEREAS**, Employee desires to accept employment as the **Water and Roadways Superintendent** of the said City;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES.** Employer hereby agrees to employ **Randy Jensen** as **Water and Roadways Superintendent** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Wastewater Superintendent shall from time to time be assigned.

**SECTION 2. TERM.** This Agreement shall remain in effect through ~~June 30~~ **June 30, 2017**, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Water and Roadways Superintendent shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Water and Roadways



Superintendent in the performance of the powers and duties of his office. In all other circumstances, the Water and Roadways Superintendant can be terminated from employment with or without cause and for any reason (or no reason at all) following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2014) the Water and Roadways Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as Employee's sole and exclusive remedy and right(s) to payment at employment termination. "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

b. **Severance Payment Exception.** Should the Water and Roadways Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Water and Roadways Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

**SECTION 3. SUSPENSION OR REMOVAL.** The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

**SECTION 4. DISABILITY.** Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**SECTION 5. SALARY.** ~~Employer agrees to pay Employee for their services rendered an annual salary of Fifty Eight Thousand Seven Hundred Ninety Two Dollars (\$58,792) beginning July 1, 2012 through June 30, 2013, payable in installments at the same time as other employees of Employer are paid. If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for~~

any full months during said year Employees salary shall be increased to Fifty Nine Thousand Three Hundred Sixty Eight Dollars (\$59,368) and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Employer also agrees that Employees annual salary beginning July 1, 2013 through June 30, 2014, may be increased upon approval of the City Manager following a performance review by Two (2) percent above that payable on June 30, 2013. If the City receives at least \$60,000 in Citizens Option for Public Safety/Supplemental Law Enforcement Services Funding (COPS/SLESF) funding applicable for any full months during said year Employees salary may be increased upon approval of the City Manager by an additional One (1) percent of salary payable on June 30, 2013, and will be paid retroactively if funding is received after July 1, 2013, but applicable for prior full months. The Salary for the Water/Streets Superintendent shall be as follows:

**Contract Employees**

JOB TITLE	Salary Range				
	A	B	C	D	E
Water/Streets Superintendent	61,556	63,403	65,305	67,264	69,282

- Step A - Payable during first year of employment.
- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

The City shall pay Water/Streets Superintendent (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

Employee shall be provided "Pager Pay" when assigned this duty by the Public Works Director or City Manager. Pager pay compensation shall be provided at the level cited the Rio Dell Employee's Association agreement.

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**SECTION 6. PERFORMANCE EVALUATION.** The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

**SECTION 7. HOURS OF WORK.** It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Water and Roadways Superintendent is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

**SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES.** Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

**SECTION 9. AUTOMOBILE.** Employee's duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

**SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME.**

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments: 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
<u>One to three (1-3)</u>	<u>80 hours</u>	<u>120 hours</u>
<u>Four to ten (4-10)</u>	<u>120 hours</u>	<u>180 hours</u>
<u>Eleven to fifteen (11-15)</u>	<u>160 hours</u>	<u>240 hours</u>
<u>Sixteen to twenty (16-20)</u>	<u>200 hours</u>	<u>300 hours</u>

~~Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.~~

~~Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.~~

~~Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month actually worked by Employee, and vacation time as follows:~~

<del>Years of Continuous Service</del>	<del>Hours per Year</del>
<del>One to three (1-3)</del>	<del>80 hours</del>
<del>Four to ten (4-10)</del>	<del>120 hours</del>
<del>Eleven to fifteen (11-15)</del>	<del>160 hours</del>
<del>Sixteen to Twenty (16-20)</del>	<del>200 hours</del>

~~Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.~~

**SECTION 11. ACCRUED VACATION LEAVE.**

~~The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.~~

~~Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.~~

~~The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum (i.e., 120 hours), the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.~~

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT.** Employer agrees to pay a \$500.00 annual clothing allowance payable \$125.00 quarterly. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

**SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT.** Medical, Dental and Vision Insurance shall be provided for the Water and Roadways Superintendent as

the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

**SECTION 14. DEFERRED COMPENSATION.** The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

**SECTION 15. LIFE INSURANCE.** A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

**SECTION 16. AGREEMENT EFFECTIVE.** This Employment Agreement shall become effective July 1, 2016~~2~~ and shall remain in effect through June 30, 2017~~4~~, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 17. INDEMNIFICATION.** Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

**SECTION 18. BONDING.** Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**SECTION 19. DUES AND SUBSCRIPTIONS.** Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manger written material and information distributed by the said associations.

**SECTION 20. LICENSING AND TRAINING.** Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

**SECTION 21. TRAVEL EXPENSES.** Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 22. ATTORNEY'S FEES.** Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

**SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.** The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

**SECTION 24. NOTICES.** Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**  
City of Rio Dell  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

**EMPLOYEE**  
Randy Jensen  
3230 Tami Court  
Fortuna, California 95540

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

**SECTION 25. GENERAL PROVISIONS**

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.



**CITY OF RIO DELL  
WASTEWATER SUPERINTENDENT TRAINEE  
CONTRACT AGREEMENT**

This employment agreement, is made and entered on or about this third (3rd) day of June, 2016 (the "Effective Date") by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Cameron Yaple**, hereinafter referred to as "Employee", both of whom understand as follows:

**WHEREAS**, Employer desires to employ the services of said employee as **Wastewater Superintendent Trainee** of the City of Rio Dell; and

**WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

**WHEREAS**, Employee desires to accept employment as the **Wastewater Superintendent Trainee** of the said City;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES**

Employer hereby agrees to employ **Cameron Yaple as Wastewater Superintendent Trainee** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Certified Operator and/or City Manager shall from time to time assign.

As a trainee position, employee is additionally expected to obtain all required educational credits in order to qualify to test, test for, and obtain a Grade III Wastewater Operator certification under the requirements of the California State Water Resources Control Board and the Wastewater Operator Certification Program. It shall be the employee's sole responsibility to apply and complete all required paperwork to accomplish these goals. Employee shall perform any additional training as assigned by the City Manager in fields including but not limited to leadership, management, information technology and public relations.

**SECTION 2. TERM**

This Agreement shall remain in effect through June 30, 2017, or until Employee's term of employment is terminated as provided in this Section 2 and/or Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent written agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.



- a. **Termination:** Employee's employment is, and at all times shall be considered, "at-will" and employee may be terminated from employment with or without cause at any time during the term of this agreement.
- b. **Severance Pay for Termination Without Cause:** In the case of termination without cause on or before June 30, 2017, the Wastewater Superintendent Trainee shall be entitled to receive severance in a lump sum consisting of all unused vacation and executive leave time and the equivalent of one (1) month's salary (collectively "Severance").
- c. **Severance Exception:** Should the wastewater Superintendent Trainee voluntarily leave employment with the Employer or be terminated for cause or as a result of a conviction or plea of no contest to a felony, no severance pay will be provided upon termination.
- d. In the event that EMPLOYER and EMPLOYEE find the employment relationship unsustainable within the first year of this contract, EMPLOYEE has the option to return to his previous position with the city in lieu of severance with all accrued leave and benefits as received previous to the appointment to position of Wastewater Superintendent Trainee.

### **SECTION 3. SUSPENSION OR REMOVAL, TERMINATION**

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or the provisions of City of Rio Dell code or ordinances.

### **SECTION 4. DISABILITY**

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incompetence, or health condition of the Employee or that of a qualifying family member, Employee shall be entitled to leave to the same extent of all other City employees in accord with the terms of and conditions of the City of Rio Dell Employee Handbook and applicable laws relating to disability and family medical leave..

### **SECTION 5. SALARY**

Employer agrees to pay Employee for his services rendered at an annual salary of (\$51,022), divisible in twelve (12) equal monthly payments, beginning on the Effective Date of this agreement and payable in the same time and manner as all other City employees. If the Effective Date is a date other than the first of any calendar month, the first month's salary shall be prorated.

This salary is calculated as follows: 75% of the difference between the Employee's current hourly wage (\$17.47) and Step A of the Wastewater Superintendent Salary Schedule (\$23.92) calculated hourly.

If during the term of this agreement there is a change in compensation set by the City for the Wastewater Superintendent, the Wastewater Superintendent Trainee's salary shall be comparatively adjusted by the above formula to reflect any increase or decrease in that salary.

The City shall pay Wastewater Superintendent (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

Employee shall be provided "Pager Pay" when assigned this duty by the Public Works Director or City Manager. Pager pay compensation shall be provided at the level cited the Rio Dell Employee's Association agreement.

**SECTION 6. PERFORMANCE EVALUATION**

The City Manager shall review and evaluate the performance of the Employee not later than nine months following the Effective Date of this agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Wastewater Treatment Plant and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

**SECTION 7. HOURS OF WORK.** It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off and is deemed an overtime pay exempt, salaried employee of the City.

**SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES**

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

**SECTION 9. AUTOMOBILE**

Employee's duties require that she/he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Failure to maintain a valid driver's license or failure to maintain insurable driving standard as defined by City's insurance coverage shall be cause for termination. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

**SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME**

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold his or her approval. Employee may be paid any unused portion of executive leave on the first pay period of December and/or the first pay period of June, each year during the term of this agreement.

In addition to executive time, Employee will accrue sick leave at 8.00 hours each calendar month, and vacation time as follows:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

**SECTION 11. ACCRUED VACATION LEAVE**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the Employee will not accumulate additional vacation time until such time that the Employee's accrued leave is below the applicable vacation accrual maximum.

**SECTION 12. VACATION LEAVE BUYOUT**

Employee shall be paid for all accrued vacation time above eighty (80) hours as of the pay period ending June 10, 2016 at the rate of pay in effect prior to the Effective Date of this Agreement.

**SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT**

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee, and a \$500.00 annual clothing allowance reimbursable to the Employee for the purchase of work related clothing and protective gear upon presentation of applicable expense receipts and as may be approved by the Employer. Employer also agrees to pay Employee a monthly cell phone allowance to ensure Employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards to Employee.

**SECTION 14. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT**

Medical, Dental and Vision Insurance shall be provided for the Employee as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

**SECTION 15. DEFERRED COMPENSATION**

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan.

**SECTION 16. LIFE INSURANCE**

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee during the term of this agreement.

**SECTION 17. AGREEMENT EFFECTIVE**

This Employment Agreement shall become effective June 3, 2016 and shall remain in effect through June 30, 2017, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 18. INDEMNIFICATION**

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or other legal action arising out of an alleged negligent act or omission occurring in the performance of Employee's duties as Wastewater Superintendent Trainee.

**SECTION 19. BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance applicable to Employee's employment.

**SECTION 20. DUES AND SUBSRIPTIONS**

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

**SECTION 21. LICENSING AND TRAINING**

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

**SECTION 22. TRAVEL EXPENSES**

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

**SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

**SECTION 24. NOTICES**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

**EMPLOYER**  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

**EMPLOYEE**  
Rio Dell City Hall  
675 Wildwood Ave  
Rio Dell, California 95562

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

**SECTION 27. GENERAL PROVISIONS**

- A. The text herein shall constitute the agreement between parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This agreement shall become effective commencing immediately, subject to Section 17 above.
- D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this agreement, both in duplicate.

**EMPLOYEE**

  
\_\_\_\_\_ 12/2/16  
Cameron Yapple,                      Date  
Wastewater Superintendent

**EMPLOYER**

\_\_\_\_\_  
Kyle Knopp                      Date  
City Manager

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney                      Date

**CITY OF RIO DELL  
WASTEWATER SUPERINTENDENT TRAINEE  
CONTRACT AGREEMENT**

This employment agreement, is made and entered on or about this third (3rd) day of June, 2016 (the "Effective Date") by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Cameron Yaple**, hereinafter referred to as "Employee", both of whom understand as follows:

**WHEREAS**, Employer desires to employ the services of said employee as **Wastewater Superintendent Trainee** of the City of Rio Dell; and

**WHEREAS**, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

**WHEREAS**, Employee desires to accept employment as the **Wastewater Superintendent Trainee** of the said City;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. DUTIES**

Employer hereby agrees to employ **Cameron Yaple** as **Wastewater Superintendent Trainee** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Certified Operator and/or City Manager shall from time to time assign.

As a trainee position, employee is additionally expected to obtain all required educational credits in order to qualify to test, test for, and obtain a Grade III Wastewater Operator certification under the requirements of the California State Water Resources Control Board and the Wastewater Operator Certification Program. It shall be the employee's sole responsibility to apply and complete all required paperwork to accomplish these goals. Employee shall perform any additional training as assigned by the City Manager in fields including but not limited to leadership, management, information technology and public relations.

**SECTION 2. TERM**

This Agreement shall remain in effect through June 30, 2017, or until Employee's term of employment is terminated as provided in this Section 2 and/or Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent written agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Termination:** Employee's employment is, and at all times shall be considered, "at-will" and employee may be terminated from employment with or without cause at any time during the term of this agreement.
- b. **Severance Pay for Termination Without Cause:** In the case of termination without cause on or before June 30, 2017, the Wastewater Superintendent Trainee shall be entitled to receive severance in a lump sum consisting of all unused vacation and executive leave time and the equivalent of one (1) month's salary (collectively "Severance").
- c. **Severance Exception:** Should the wastewater Superintendent Trainee voluntarily leave employment with the Employer or be terminated for cause or as a result of a conviction or plea of no contest to a felony, no severance pay will be provided upon termination.
- d. In the event that EMPLOYER and EMPLOYEE find the employment relationship unsustainable within the first year of this contract, EMPLOYEE has the option to return to his previous position with the city in lieu of severance with all accrued leave and benefits as received previous to the appointment to position of Wastewater Superintendent Trainee.

### **SECTION 3. SUSPENSION OR REMOVAL, TERMINATION**

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or the provisions of City of Rio Dell code or ordinances.

### **SECTION 4. DISABILITY**

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incompetence, or health condition of the Employee or that of a qualifying family member, Employee shall be entitled to leave to the same extent of all other City employees in accord with the terms of and conditions of the City of Rio Dell Employee Handbook and applicable laws relating to disability and family medical leave..

### **SECTION 5. SALARY**

Employer agrees to pay Employee for his services rendered at an annual salary of (\$51,02246,384), divisible in twelve (12) equal monthly payments, beginning on the Effective Date of this agreement and payable in the same time and manner as all other City employees. If the Effective Date is a date other than the first of any calendar month, the first month's salary shall be prorated.

This salary is calculated as follows: 75% of the difference between the Employee's current hourly wage (\$17.47) and Step A of the Wastewater Superintendent Salary Schedule (\$23.92) calculated hourly.

If during the term of this agreement there is a change in compensation set by the City for the Wastewater Superintendent, the Wastewater Superintendent Trainee's salary shall be comparatively adjusted by the above formula to reflect any increase or decrease in that salary.

The City shall pay Wastewater Superintendent (a City employee) a payment of \$600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.

Employee shall be provided "Pager Pay" when assigned this duty by the Public Works Director or City Manager. Pager pay compensation shall be provided at the level cited the Rio Dell Employee's Association agreement.

#### **SECTION 6. PERFORMANCE EVALUATION**

The City Manager shall review and evaluate the performance of the Employee not later than nine months following the Effective Date of this agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Wastewater Treatment Plant and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

**SECTION 7. HOURS OF WORK.** It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off and is deemed an overtime pay exempt, salaried employee of the City.

#### **SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES**

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

#### **SECTION 9. AUTOMOBILE**

Employee's duties require that she/he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Failure to maintain a valid driver's license or failure to maintain insurable driving standard as defined by City's insurance coverage shall be cause for termination. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

#### **SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME**

Employee will receive eighty (80) hours of executive leave each fiscal year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold his or her approval. Employee may be paid any unused



portion of executive leave on the first pay period of December and/or the first pay period of June, each year during the term of this agreement.

In addition to executive time, Employee will accrue sick leave at 8.00 hours each calendar month, and vacation time as follows:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>
One to three (1-3)	80 hours
Four to ten (4-10)	120 hours
Eleven to fifteen (11-15)	160 hours
Sixteen to Twenty (16-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

**SECTION 11. ACCRUED VACATION LEAVE**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the Employee will not accumulate additional vacation time until such time that the Employee's accrued leave is below the applicable vacation accrual maximum.

**SECTION 12. VACATION LEAVE BUYOUT**

Employee shall be paid for all accrued vacation time above eighty (80) hours as of the pay period ending June 10, 2016 at the rate of pay in effect prior to the Effective Date of this Agreement.

**SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT**

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee, and a \$500.00 annual clothing allowance reimbursable to the Employee for the purchase of work related clothing and protective gear upon presentation of applicable expense receipts and as may be approved by the Employer. Employer also agrees to pay Employee a monthly cell phone allowance to ensure Employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards to Employee.

**SECTION 14. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT**

Medical, Dental and Vision Insurance shall be provided for the Employee as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

**SECTION 15. DEFERRED COMPENSATION**

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan.

**SECTION 16. LIFE INSURANCE**

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee during the term of this agreement.

**SECTION 17. AGREEMENT EFFECTIVE**

This Employment Agreement shall become effective June 3, 2016 and shall remain in effect through June 30, 2017, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

**SECTION 18. INDEMNIFICATION**

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or other legal action arising out of an alleged negligent act or omission occurring in the performance of Employee's duties as Wastewater Superintendent Trainee.

**SECTION 19. BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance applicable to Employee's employment.

**SECTION 20. DUES AND SUBSRIPTIONS**

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

**SECTION 21. LICENSING AND TRAINING**

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

**SECTION 22. TRAVEL EXPENSES**

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.



Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney

\_\_\_\_\_  
Date

CITY OF RIO DELL  
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General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check/Payment</u>
5147	10/06/2016	[3108] ACCUFUND, INC.	UPGRADE TO 5508 ON 9/14/2016	300.00
5148	10/06/2016	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPY CHARGES FOR SEPTEMBER	794.19
5149	10/06/2016	[2225] AQUA SIERRA CONTROLS, INC	DATA FLOW ANALOG MONITOR MODULE	1,534.48
5150	10/06/2016	[3975] AT&T - 5709	PHONE EXPENSES FOR SEPTEMBER 2016	482.53
5151	10/06/2016	[5634] BALDRIDGE, BRANDI	CUSTOMER DEPOSIT REFUND	51.33
5152	10/06/2016	[5330] CAPITAL ONE COMMERCIAL	COSTCO - TRASH BAGS; PERF WRITING PADS; BINDE	64.86
5153	10/06/2016	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR OCTOBER 2016	4,195.00
5154	10/06/2016	[2302] CLYDE'S TOWING, INC.	VEHICLE ABATEMENT TOWING	150.00
5155	10/06/2016	[2283] COASTAL BUSINESS SYSTEMS	MURATEC 2550 COPIER MAINTENANCE AGREEMENT 9/2	1,867.24
5156	10/06/2016	[5127] DELTA DENTAL	DENTAL INSURANCE FOR NOVEMBER 2016	2,052.88
5157	10/06/2016	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR SEPTEMBER 2016	445.25
5158	10/06/2016	[5052] GHD, INC	ENGINEERING SERVICES FOR FINAL DESIGN, PLAN,	34,207.75
5159	10/06/2016	[2750] HD Supply Facility Maintenance DBA: USA	KPSI 27 INDUSTRIAL PRESSURE TRANSMITTER	2,627.50
5160	10/06/2016	[5932] HIGH ROCK CONSERVATION CAMP	PROFESSIONAL SERVICE FOR BRUSH REMOVAL @ NORT	600.00
5161	10/06/2016	[2471] HUMBOLDT WASTE MANAGEMENT	CCPP GRANT FUNDS	7,000.00
5162	10/06/2016	[2474] HUMMEL TIRE & WHEEL, INC	TWO TIRES FOR 2008 FORD F-250	432.34
5163	10/06/2016	[3180] JENSEN, RANDY	CLOTHING REIMBURSEMENT	172.79
5164	10/06/2016	[2551] MIRANDA'S ANIMAL RESCUE	ANIMAL CONTROL FOR SEPTEMBER 2016	1,000.00
5165	10/06/2016	[4908] MITCHELL BRISSO DELANEY & VRIEZE	LEGAL SERVICES FOR SEPTEMBER 2013	4,239.74
5166	10/06/2016	[2570] NILSEN COMPANY	126 40# BAGS SOLAR SALT	659.99
5167	10/06/2016	[2569] NORTH COAST LABORATORIES, INC.	AMMONIA NITROGEN W/O DISTILLATION; NITRATE/NI	215.00
5168	10/06/2016	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR OCTOBER 15, 2016 THRO	1,120.00
5169	10/06/2016	[2619] PITNEY BOWES, INC.	PB LEXMARK INK CARTRIDGE	101.06
5170	10/06/2016	[4338] QUILL CORPORATION	PENS; SAMSUNG TONER INK CARTRIDGE; SMALL POST	117.01
5171	10/06/2016	[5222] R.J. RICCIARDI, INC	PROFESSIONAL SERVICES FOR PERIOD ENDING 9/30/	562.50
5172	10/06/2016	[2657] RIO DELL EMPLOYEES ASSOC	DUES FOR QUARTER ENDING 9/30/16	68.00
5173	10/06/2016	[2659] RIO DELL PETTY CASH	WASH & VACUUM CITY CAR; BIRTHDAY CAKE; CLEANI	118.05

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5174	10/06/2016	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE, BOX RETRIEVAL & BOX REFILING	136.40
5175	10/06/2016	[2710] STARPAGE	PAGING SERVICE FOR OCTOBER 2016	12.95
5176	10/06/2016	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICE FOR SEPTEMBER & OCT	520.94
5177	10/06/2016	[2779] WILDWOOD SAW	DIAMOND EDGE 5 LB SPOOL TRIMMER LINE	107.90
5178	10/12/2016	[0576] 101 AUTO PARTS	WIPER BLADES FOR 1995 FORD F-350 TRUCK; LUBRI	337.69
5179	10/12/2016	[4109] ACCESS HUMBOLDT	SL FRANCHISE OVERSIGHT ON BEHALF OF LFA's PER	270.00
5180	10/12/2016	[4603] CALIF. BUILDING STANDARDS COMMISSION	PERMIT ASSESSMENT FEES FOR JULY THROUGH SEPT	17.10
5181	10/12/2016	[2293] CITY OF FORTUNA	WWTP OPERATIONAL SERVICES FOR JULY - SEPTEMBE	261.60
5182	10/12/2016	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 9/30/16	120.00
5183	10/12/2016	[2342] DEPT OF CONSERVATION DIVISION OF	STRONG MOTION INSTRUMENTATION & SEISMIC HAZAR	27.51
5184	10/12/2016	[5568] DIVISION OF THE STATE ARCHITECT	DISABILITY ACCESS & EDUCATION FEE FOR JULY TH	28.20
5185	10/12/2016	[5129] NEVIN FRIESEN	CUSTOMER DEPOSIT REFUND	45.17
5186	10/12/2016	[5620] TIFFANY GIVENS	RE-ISSUE CUSTOMER DEPOSIT REFUND	42.15
5187	10/12/2016	[5070] LITHIA MOTORS, INC	REPAIRS TO CDR & POWERTRAIN MODULE ON 2004 JE	1,137.24
5188	10/12/2016	[2569] NORTH COAST LABORATORIES, INC.	ASBESTOS-WATER; HALOACETIC ACIDS; NITRATE AND	778.00
5189	10/12/2016	[4629] OLKIN & JONES, DRS	PRE EMPLOYMENT DRUG TESTING FOR UTILITY I/II	335.00
5190	10/12/2016	[2603] PG&E	UTILITY EXPENSES FOR SEPTEMBER 2016	18,853.06
5191	10/12/2016	[3343] PITNEY BOWES RESERVE ACCOUNT	POSTAGE PURCHASE FOR RESERVE	400.00
5192	10/12/2016	[2664] ROGERS MACHINERY INC	REPAIRS TO KAESER BLOWER MOTOR	5,150.72
5193	10/12/2016	[2742] SCOTIA TRUE VALUE HARDWARE	6 CU FT STEEL WHEELBARROW; L HAND DIGGING SHO	444.29
5194	10/12/2016	[2724] STATE WATER RESOURCES CONTROL BOARD	CLEAN WATER STATE REVOLVING FUND FINANCING AG	302,933.39
5195	10/12/2016	[2319] SUDDENLINK COMMUNICATIONS	INTERNET SERVICE 10/10/16 - 11/9/16	134.95
5196	10/12/2016	[2714] SWRCB ACCOUNTING OFFICE	WATER DISTRIBUTION CERTIFICATION RENEWAL	60.00
5197	10/12/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 9/30/16	5,066.14
5198	10/12/2016	[5557] JOHN VELLA	CUSTOMER DEPOSIT REFUND	300.00
5199	10/12/2016	[6037] WELLS FARGO VENDOR FIN SERV	XEROX COPIER PAYMENT FOR OCTOBER 2016	482.13
5200	10/12/2016	[5811] WILDWOOD SMOKE SHOP(1)	RE-ISSUE CUSTOMER DEPOSIT REFUND	255.81

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5201	10/19/2016	[2237] BANK OF AMERICA BUSINESS CARD	LEXMARK - TONER CARTRIDGE	2,768.32
5202	10/19/2016	[4937] CALIFORNIA DEPARTMENT OF	SIGNALS & LIGHTING BILLING JULY 2016 THROUGH	201.96
5203	10/19/2016	[2293] CITY OF FORTUNA	LIVE SCAN FOR PRE-EMPLOYMENT TREATMENT PLANT	67.00
5204	10/19/2016	[2340] DEPARTMENT OF JUSTICE ACCOUNTING	BLOOD ALCOHOL ANALYSIS FOR JULY 2016	105.00
5205	10/19/2016	[2501] KEENAN SUPPLY	FOUR - AYM 5133-103 BCORP MIP; FOUR - LEAD FR	289.89
5206	10/19/2016	[6083] PACIFIC WATER RESOURCES	2-FILTER FLEECE; 8-NARROW V BELT; 2-SYNTHETIC	1,009.46
5207	10/19/2016	[4338] QUILL CORPORATION	ANTIMICROBIAL DESKMAT	36.28
5208	10/19/2016	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	63.00
5209	10/19/2016	[2742] SCOTIA TRUE VALUE HARDWARE	ULTRA CADDY; CLEAN/STRIP PAD; PROJECT SAFETY	129.86
5210	10/19/2016	[2694] SHELL OIL CO.	PD FUEL EXPENSES FOR SEPTEMBER 2016	2,135.62
5211	10/19/2016	[4570] SHRED AWARE	SHREDDING	70.00
5212	10/19/2016	[2772] WENDT CONSTRUCTION, INC	LABOR & EQUIPMENT TO REPAIR SINK HOLE IN ROAD	1,616.94
5213	10/27/2016	[2224] AQUA BEN CORPORATION	HYDROFLOC 851 275 GAL TOTE	2,982.24
5214	10/27/2016	[3975] AT&T - 5709	U-VERSE INTERNET SERVICE 9/16/16 - 10/15/16	65.91
5215	10/27/2016	[5330] CAPITAL ONE COMMERCIAL	32 PK AAA & 40 PK AA BATTERIES	32.60
5216	10/27/2016	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 10/14/16	120.00
5217	10/27/2016	[2304] COLLEGE OF THE REDWOODS	USE & MAINTENANCE OF FIREARMS RANGE FROM 7/1/	200.00
5218	10/27/2016	[2411] DEARBORN NATIONAL LIFE INSURANCE	LIFE INSURANCE FOR NOVEMBER 2016	232.00
5219	10/27/2016	[2501] KEENAN SUPPLY	50 - AYM 3/4 IPS SS INSERTS	785.27
5220	10/27/2016	[2461] HUMBOLDT COUNTY TAX COLLECTOR	2016-2017 PROPERTY TAX ASMT NUMBER: 205-111-0	2,371.56
5221	10/27/2016	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR NOVEMBER 2016	14,337.15
5222	10/27/2016	[2570] NILSEN COMPANY	252 40# BAGS SOLAR SALT	1,279.98
5223	10/27/2016	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	60.00
5224	10/27/2016	[3032] RENDEZVOUS MUSIC & VENDING	BLOOMFIELD 8572 COFFEE BREWER	15.00
5225	10/27/2016	[2668] RWS SERVICES	PREPARATION, COORDINATION & LICENSE NEW CALL	1,125.00
5226	10/27/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 10/14/16	5,066.14
5227	10/27/2016	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR NOVEMBER 2016	304.97

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5228	10/27/2016	[2792] ZUMAR INDUSTRIES, INC.	THREE - RIVER ACCESS ARROW SIGNS	163.10
5229	10/31/2016	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	356.73
<b>Total Checks/Deposits</b>				<b><u>441,428.81</u></b>
9424146	10/18/2016	WITHDRAWALS	BANK ANALYSIS FEE FOR OCTOBER 2016	(100.86)
110544	10/07/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC FOR OCTOBER 2016.	(335.70)
676-288	10/11/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 09/30/2016.	(1669.04)
1000102285	10/17/2016	WITHDRAWALS	DEPOSITED ITEM RETURNED	(144.72)
602-368	10/24/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/14/2016.	(1590.58)
3878703	10/11/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 09/30/2016.	(10581.22)
380783	10/24/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 10/14/2016	(10244.24)
<b>Total EFT's/Bank Withdrawals</b>				<b><u>(24,666.36)</u></b>
TRX TO PR	10/4/2016	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 09/30/2016	(26,325.11)
TRX TO PR	10/18/2016	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/14/2016	(25,827.52)
<b>Total Transfer Between Accounts</b>				<b><u>(52,152.63)</u></b>



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5230	11/03/2016	[6038] ACCURATE TERMITE & PEST SOLUTIONS	MONTHLY RODENT CONTROL @ 475 HILLTOP	140.00
5231	11/03/2016	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR 3.12 SOFTWARE PACKAGE	343.43
5232	11/03/2016	[2315] COUNTY OF HUMBOLDT PLANNING &	CDBG ADMIN REGARDING ABR CLEARANCES	479.57
5233	11/03/2016	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR OCTOBER 2016	262.65
5234	11/03/2016	[2407] FORBUSCO LUMBER	ONE ROLL WHITE ROOFING	45.23
5235	11/03/2016	[2405] FORTUNA ACE HARDWARE	THREE FLUORESCENT LIGHT BULBS	84.22
5236	11/03/2016	[2406] FORTUNA IRON CORP.	REPAIR SCREW CONVEYOR AT WWTP	7,026.64
5237	11/03/2016	[2750] HD Supply Facility Maintenance DBA: USA	INTELICAL CONDUCTIVITY PROBE; INTELICAL LDO	2,743.70
5238	11/03/2016	[5689] MENDES SUPPLY COMPANY	TWO CASES PAPER TOWELS & ONE CASE TOILET TISS	188.10
5239	11/03/2016	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR NOVEMBER 15, 2016 THR	1,120.00
5240	11/03/2016	[2616] PIERSON BUILDING CENTER	FIVE CFL 4-PIN BULBS; FOUR 2PK LED 15W FLOOD	185.07
5241	11/03/2016	[2659] RIO DELL PETTY CASH	FUEL & PROPANE; POSTAGE	71.25
5242	11/03/2016	[2664] ROGERS MACHINERY INC	REPAIRS TO PUMP AT PAINTER STREET LIFT STATIO	874.20
5243	11/03/2016	[2742] SCOTIA TRUE VALUE HARDWARE	RETURN WHITE GUTTER BRACKET; RETURN 5PK WHITE	394.69
5244	11/03/2016	[2319] SUDDENLINK COMMUNICATIONS	BROADBAND SERVICE	3.68
5245	11/03/2016	[1134] JACK THOMPSON	MILEAGE REIMBURSEMENT TO HWMA 10/1316 & 10/14	55.08
5246	11/09/2016	[0576] 101 AUTO PARTS	GREASE FITTINGS & WIPING CLOTH	357.57
5247	11/09/2016	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPY CHARGES FOR	1,016.65
5248	11/09/2016	[3975] AT&T - 5709	PHONE EXPENSES FOR OCTOBER 2016	480.22
5249	11/09/2016	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR NOVEMBER 2016	2,075.00
5250	11/09/2016	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 10/28/16	120.00
5251	11/09/2016	[5127] DELTA DENTAL	DENTAL INSURANCE FOR DECEMBER 2016	1,986.44
5252	11/09/2016	[5352] JOANNE E FARLEY	REIMBURSEMENT FOR OFFICE TASK CHAIR	114.43
5253	11/09/2016	[5052] GHD, INC	METROPOLITAN WELL ENGINEERING SERVICES FOR RE	3,008.00
5254	11/09/2016	[2750] HD Supply Facility Maintenance DBA: USA	STABLICAL TURBIDITY STANDARDS	188.90
5255	11/09/2016	[2551] MIRANDA'S ANIMAL RESCUE	ANIMAL CONTROL FOR OCTOBER 2016	1,000.00
5256	11/09/2016	[4908] MITCHELL BRISSO DELANEY & VRIEZE	LEGAL SERVICES FOR OCTOBER 2016	3,413.66
5257	11/09/2016	[2569] NORTH COAST LABORATORIES, INC.	TOTAL COLIFORM BACTERIA 3X5	150.00
5258	11/09/2016	[4338] QUILL CORPORATION	2 BOXES RUBBER BANDS; CASH REGISTER RIBBONS	42.11
5259	11/09/2016	[2742] SCOTIA TRUE VALUE HARDWARE	BRASS COUPLING; GALV COUPLING/STOP; TWO RED B	69.38

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5260	11/09/2016	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE; BOX RETRIEVAL/REFILING FOR O	131.80
5261	11/09/2016	[4699] SIERRA CHEMICAL CO	CONTAINER DEPOSIT REFUND	3,228.15
5262	11/09/2016	[2710] STARPAGE	PAGING SERVICE FOR NOVEMBER 2016	12.95
5263	11/09/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-	RETIREMENT FOR PPE 10/28/16	5,071.41
5264	11/09/2016	[6037] WELLS FARGO VENDOR FIN SERV	XEROX COPIER PAYMENT FOR NOVEMBER 2016	482.13
5265	11/17/2016	[2224] AQUA BEN CORPORATION	HYDROFLOC 851 275 GAL TOTE	3,034.56
5266	11/17/2016	[2237] BANK OF AMERICA BUSINESS CARD	SUDDENLINK - MONTHLY BROADBAND SERVICE FOR SE	5,461.54
5267	11/17/2016	[2277] CAMPTON ELECTRIC SUPPLY	4 - HID LAMPS	137.28
5268	11/17/2016	[5330] CAPITAL ONE COMMERCIAL	COSTCO - SIX CASES COPY PAPER	209.21
5269	11/17/2016	[2340] DEPARTMENT OF JUSTICE ACCOUNTING	BLOOD ALCOHOL ANALYSIS FOR OCTOBER 2016	70.00
5270	11/17/2016	[5687] ENGINEERED FIRE SYSTEMS, INC.	PLAN REVIEW FOR THE MONTH OF OCTOBER	150.00
5271	11/17/2016	[2750] HD Supply Facility Maintenance DBA: USA	ONE EACH 1/2" STANDARD & PENETRATOR NOZZLE FO	213.47
5272	11/17/2016	[5932] HIGH ROCK CONSERVATION CAMP	BRUSH REMOVAL - BELLEVIEW AVE, PAINTER & MAY	600.00
5273	11/17/2016	[2501] KEENAN SUPPLY	12 EACH 1" FEMALE FLARE X MIP ADAPTERS & AYM	636.70
5274	11/17/2016	[6089] PATRICK D KELLEY	CLOTHING ALLOWANCE REIMBURSEMENT - WORK	43.19
5275	11/17/2016	[2570] NILSEN COMPANY	PYGMY GOAT W/RUMENSIN	15.74
5276	11/17/2016	[2603] PG&E	UTILITY EXPENSES FOR OCTOBER 2016	20,330.39
5277	11/17/2016	[2694] SHELL OIL CO.	PD FUEL EXPENSES FOR OCTOBER 2016	1,771.54
5278	11/17/2016	[2693] SHELTON'S AUTO LUBE	FULL OIL CHANGE SERVICE FOR 2014 FORD EXPLORE	57.06
5279	11/17/2016	[4570] SHRED AWARE	SHREDDING	70.00
5280	11/17/2016	[2251] STATE BOARD OF EQUALIZATION	ANNUAL WATER RIGHTS FEE 7/1/16 - 6/30/17	553.30
5281	11/17/2016	[2319] SUDDENLINK COMMUNICATIONS	INTERNET SERVICE 11/10/16 - 12/9/16	134.95
5282	11/30/2016	[2203] AESTHETIC DESIGN & PHOTOGRAPHY	ANNUAL WEB HOSTING 11/1/16 TO 10/31/17	320.00
5283	11/30/2016	[2225] AQUA SIERRA CONTROLS, INC	LABOR TO SWAP OUT EFFLUENT PUMP TCU TO VFD TC	1,896.00
5284	11/30/2016	[3975] AT&T - 5709	INTERNET SERVICE 10/16/16 - 11/15/16	65.91
5285	11/30/2016	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 11/11/16	120.00
5286	11/30/2016	[2411] DEARBORN NATIONAL LIFE INSURANCE	LIFE INSURANCE FOR DECEMBER 2016	248.00
5287	11/30/2016	[2437] HACH	DPD TOT CHLORINE PP 25ML; SULFAMIC ACID & SUL	1,286.05
5288	11/30/2016	[2750] HD Supply Facility Maintenance DBA: USA	ZERO OXYGEN STANDARD; 4 DISPENSER SAMPLE TEST	1,152.82
5289	11/30/2016	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR DECEMBER 2016	15,502.77

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5290	11/30/2016	[5934] NORTH COAST JOURNAL	ADVERTISEMENT FOR REQUEST FOR QUALIFICATIONS	104.00
5291	11/30/2016	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	60.00
5292	11/30/2016	[3343] PITNEY BOWES RESERVE ACCOUNT	POSTAGE PURCHASE FOR RESERVE	400.00
5293	11/30/2016	[2742] SCOTIA TRUE VALUE HARDWARE	COBBERT COBWEB DUSTER	52.19
5294	11/30/2016	[2709] STAPLES DEPT. 00-04079109	SAMSUNG C430W EXPRESS COLOR LASER PRINTER	658.17
5295	11/30/2016	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICE 12/1/16 - 12/31/16	259.16
5296	11/30/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-	RETIREMENT FOR PPE 11/11/16	5,215.52
5297	11/30/2016	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR DECEMBER 2016	319.14
5298	11/30/2016	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	369.91
<b>Checks/Deposits</b>				<b>98,484.88</b>
9424147	11/04/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC FOR NOVEMBER 2016.	(335.70)
867-200	11/07/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/28/2016	(1,922.41)
9424148	11/15/2016	WITHDRAWALS	BANK ANALYSIS FEE FOR NOVEMBER 2016	(41.51)
997-952	11/21/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 11/11/2016.	(1,908.66)
817652	11/07/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 10/28/2016.	(11,371.48)
5407041	11/21/2016	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 11/11/2016.	(10,864.82)
<b>Total EFT's/Bank Withdrawals</b>				<b>(26,444.58)</b>
TRX TO PR	11/01/2016	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/28/2016	(27,802.86)
TRX TO PR	11/16/2016	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 11/11/2016	(29,279.56)
TRX TO PR	11/30/2016	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 11/25/2016	(30,573.80)
<b>Total Transfer Between Accounts</b>				<b>(87,656.22)</b>

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



December 6, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager *JK*

SUBJECT: Discussion on Section 2.60.020 & 2.60.020 of the Rio Dell Municipal Code Pertaining to Membership of the Planning Commission.

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

Provide direction to staff or take no action.

**BACKGROUND AND DISCUSSION**

At the regularly scheduled City Council Meeting of November 15, 2016 Councilmember Garnes requested that an item be placed on the agenda pertaining to Section 2.60.010 and Section 2.60.020 of the Municipal Code pertaining to membership of the Planning Commission. The Council directed staff to place this item on the agenda. The appropriate code is copied below.

**2.60.010 Planning Commission established.**

The five-person Planning Commission shall be appointed by the Council to deliberate and act on planning matters under the operational identity and regulation of law, code, ordinance, resolution, professional planning standards and planning procedures. Members of the Commission serve at the pleasure of the Council under the administrative guidance of the City Manager. In the future, Planning Commissioners must live within the corporate boundaries of the City of Rio Dell. Only one member of a family group may serve at any time as a Planning Commissioner. For the purposes of this chapter, a "family group" is defined as husband and wife and adult children living at home. Terms of current Planning Commissioners are extended to the last day of December of the appropriate year of transition when their present term ends. A Councilperson shall be assigned as non-member liaison to the Commission and shall report to the Council on Planning Commission activity on a regular basis. In addition to regular monthly meetings, the Commission chairman may call special meetings from time to time. [Ord. 213A § 2.20.001, 1992.]

**2.60.020 Membership.**

(1) Membership. The Rio Dell Planning Commission, appointed by the City Council, consists of five members and one alternate member who are residents of the City, who are not City officials

or employees, and who shall be voting members. The alternate has all of the powers and duties of a regular Commissioner except his/her right to vote is limited to when they are seated as an acting Commissioner in the absence of one of the regular Commissioners. The alternate attends the regular and special meetings of the Commission and reviews the staff reports and documents and otherwise prepares for meetings like regular members. When a permanent vacancy is created on the Commission, the alternate then fills that vacancy as a regular member for the remainder of that Commissioner's term of office and the City Council appoints a new alternate. In addition, the City Council may appoint one ex officio member of the City Council and one ex officio member who is a City official or employee. Both ex officio members shall be nonvoting members. Ex officio members shall serve as the liaison(s) to the City Council and City staff. Ex officio member terms shall correspond to their official tenure, unless otherwise appointed by the City Council.

(2) *Term of Office.* New Planning Commission members are now appointed by a majority vote of the City Council to three-year terms. Should three or more new members be appointed to the Commission in the same year, terms shall be staggered in such a way that no more than two members' terms end at the same time. By a majority of the City Council any member may be terminated from the Commission at any time.

(3) If a member of the Planning Commission is absent without permission from regular Planning Commission meetings, for 60 days consecutively, his/her position on the Commission becomes vacant and shall be filled by appointment of the City Council, as set forth in subsections (2) and (4) of this section.

(4) *Advertising for Members.* Recruitment for new Planning Commission members shall be done by posting and publishing a public notice. [Ord. 344 § 1, 2016; Ord. 238 § 2, 2000.]



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



For Meeting of: December 6, 2016

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Kyle Knopp, City Manager   
Date: November 28, 2016  
Subject: Authorizing City Manager to Execute Contract with W-Trans for the Sawmill Annexation Area Traffic Impact Study (TIS).

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**Recommendation:**

That the City Council:

1. Authorize the City Manager to execute the contract with W-Trans for the Sawmill Annexation Area Traffic Impact Study (TIS).

**Discussion**

As the Council is aware, when the Sawmill Annexation Area was annexed into the City in 2008/2009, one of the mitigation measures was to require a traffic study for any projects exceeding two acres or 10,000 square feet of building area. Below is a copy of the mitigation measure:

**Mitigation TRANSPORTATION:**

Mitigation Measure 15a: The City of Rio Dell shall require that a traffic study be completed for **industrial commercial projects exceeding two acres or 10,000 square feet of building area**. The study must show all onsite roadway improvements, and any improvements to the existing Highway 101 intersections. The traffic study shall be submitted to the City and Caltrans for review.

The City recently contacted W-Trans out of Santa Rosa and they indicated that they could prepare the required Traffic Study for \$15,100. W-Trans has a fantastic reputation.

Staff contacted the stakeholders/property owner's of the parcels in the Sawmill Annexation Area and suggested that it would be in their best interest to move forward with an area wide TIS as soon as possible. Some of the property owners were considering individual site specific TIS's. Staff suggested that the stakeholders/property owner's get together as a group and fund one comprehensive TIS for the Sawmill Annexation Area. Three of the stakeholders/property owner's have agreed to fund the TIS. These stakeholders/property owners will be reimbursed for their portion that is not directly related to the traffic generated from their operations. It's staff's intention that the cost of the TIS is to be shared among the stakeholders/property owners based on the Average Daily Trips (ADT's) generated from each operation.

A copy of the W-Trans proposal and contract agreement is included as Attachment 1

### **Attachments**

Attachment 1: W-Trans Proposal and Contract Agreement.



November 21, 2016

Mr. Kevin Caldwell  
City of Rio Dell  
Community Development Director  
675 Wildwood Avenue  
Rio Dell, CA 95562

## **Proposal to Prepare a Traffic Study for the Eel River Sawmill Site**

Dear Mr. Caldwell;

W-Trans is pleased to provide this proposal to evaluate potential traffic impacts associated with the redevelopment of the Eel River Sawmill site located on the east side of US 101 and northern limits of the City of Rio Dell. The following scope of services is suggested to address impacts that might be anticipated with the proposed redevelopment.

### **Understanding**

Past approvals for the project site have previously limited it to 10,000 square feet of industrial use. It is proposed that the site be redeveloped to accommodate cannabis production, a use that may not be consistent with any existing trip generation categories. The limit on the site's development potential may have been associated with the trips that would be generated, though there is no evidence that this is the limiting factor. In order to determine the suitability of the site for the proposed uses, a detailed traffic study will be prepared to determine associated traffic impacts and how to address them, if necessary.

### **Study Area and Periods**

The study area will consist of the section of Northwestern Avenue fronting the project site, the project access points, and the following intersections. Conditions during the weekday a.m. and p.m. peak periods will be documented.

1. US 101/Metropolitan Heights Road
2. US 101/Northwestern Avenue

### **Tasks**

1. The trip generation for the project will be determined based on the most applicable standard rates published by ITE in *Trip Generation Manual*, 9<sup>th</sup> Edition, 2012 as well as other information provided. Because the trip generation is expected to vary from any specific land use category for which trip generation rates are available, working with the information provided a use-specific trip generation rate will be developed and compared to standard rates to determine reasonableness. Distribution patterns will be estimated based on the count data.
2. The trip generation and distribution information, along with the scope of services, will be provided to Caltrans staff in a memorandum of assumptions for review and comment. Should their comments result in either a reduction or expansion of the scope, the contract amount could need to be adjusted accordingly.
3. A field visit of the project site and study area will be conducted. (Specific attention will be paid to sight distance for both exiting and entering movements at the site's driveway and potential conflicts with other driveways. Appropriate field notes and photos will be taken.
4. If desired, a meeting with City staff and Caltrans staff would be accommodated in conjunction with the site visit.



5. Traffic counts for Northwestern Avenue will be requested from the City, or obtained specifically for this study if appropriate. Turning movement counts will be collected at the study intersections for both peak periods.
6. Existing conditions will be documented based on the counts obtained and observations during the site visit.
7. Collision records for the study intersections will be reviewed for any trends or patterns, and the intersection collision rates calculated.
8. Future volumes at the study intersections will be developed using Caltrans growth factors to project operating conditions for a 20-year horizon assuming planned future infrastructure improvements.
9. Project trips will be confirmed with staff before performing the distribution and evaluating operating conditions at the study intersections under Existing plus Project and Future plus Project conditions.
10. Trips from the project will be used to evaluate potential need for improvements at the project driveway to accommodate project-generated traffic. The need for turn lanes will be evaluated in terms of volume, adequacy of sight distance and safety considerations.
11. The trip generations for each of the individual parcels that make up the project site will be determined and provided to the City for potential use in allocating proportional share costs for this study and recommended improvements.
12. A draft report that provides details of the analysis and findings, together with tables, figures and calculations, will be prepared and submitted for your review.
13. Staff comments will be addressed and a revised version prepared for referral to Caltrans for review.
14. Comments from Caltrans staff will be addressed and a final report submitted. Comments that require analysis not included in the original scope of work will be considered beyond the scope of our contract.

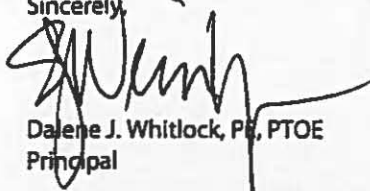
**Exclusions** – The scope of services includes only those items that are specifically identified above. Any additional services, such as meetings or hearings, requests for further analysis, multiple rounds of comments, or responding to peer review comments, if needed would be provided on a time and materials basis after receiving written authorization for the extra work.

### **Schedule and Budget**

The draft report can be submitted for your comments within approximately eight to ten weeks following receipt of the signed contract. Our services will be conducted on a time and materials basis at the rates indicated on the enclosed sheet. Monthly invoices will be provided electronically unless a hard copy via mail is requested. The estimated maximum fee for this work is \$15,100.

Enclosed is a copy of our standard contract. Please sign and return it, or provide your standard contract documents, if you wish to initiate work. This proposal will remain a firm offer for 90 days from the date of this letter. Thank you for giving us the opportunity to propose on these services.

Sincerely,



Dalene J. Whitlock, PE, PTOE  
Principal

DJW/djw/RED003.P1

Enclosures: Standard Contract Form  
2016 Fee Schedule

**Contract Agreement to Engage the Services of  
Whitlock & Weinberger Transportation, Inc. (DBA W-Trans)**

**Project Number** RDE003

THIS AGREEMENT, entered into on \_\_\_\_\_, 2016, by and between Whitlock & Weinberger Transportation, Inc., whose address is 490 Mendocino Avenue, Suite 201, Santa Rosa, CA 95401, hereinafter called W-Trans, and the party whose name and address are:

<b>Firm Name</b>	City of Rio Dell
<b>Street Address</b>	675 Wildwood Avenue
<b>Mailing Address</b>	Same
<b>City, State Zip</b>	Rio Dell, CA 95562
<b>Telephone</b>	(707) 764-3532
<b>Attention</b>	Mr. Kevin Caldwell
<b>E-mail</b>	caldwellk@cityofriodell.ca.gov

hereinafter called "CLIENT," concerns the proposed project of CLIENT. The following is a general description of the project which is hereinafter referred to as "PROJECT":

**Traffic Impact Study for the Eel River Sawmill Site Project**

Regarding the PROJECT, the CLIENT and W-Trans agree as follows:

- A. W-Trans agrees to perform certain consulting, design, investigation or other services for CLIENT as detailed in our attached scope of services and letter dated **November 21, 2016**.
- B. CLIENT agrees to pay W-Trans as compensation for its services on a time and materials basis in accordance with the fee schedule in the letter dated **November 21, 2016**, up to an estimated maximum amount of **\$15,100**.
- C. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and will be applied to any unpaid balance commencing 30 days after the original invoice.
- D. The standard provisions set forth upon the reverse side hereof are incorporated into and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions above stated and on the reverse side hereof, the day and year first above written.

**Whitlock & Weinberger Transportation, Inc.**

**Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Steve Weinberger, PE, PTOE

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Principal  
License No. C43159

Date: \_\_\_\_\_

Date: \_\_\_\_\_

November 21, 2016

## Standard Provisions of Agreement

The CLIENT and W-Trans agree that the following provisions shall be a part of their agreement:

1. The CLIENT binds himself, his partners, successors, executors, administrator, and assigns to W-Trans this agreement in respect to all of the terms and conditions of this agreement.
2. In the event that the PROJECT covered by this contract is required by a governmental agency or the CLIENT and in the event that due to change of policy of said agency or CLIENT after the date of the agreement, additional office or field work is required, the said additional work shall be paid for by CLIENT as extra work.
3. The CLIENT shall pay as extra work the costs of any fees, aerial photography, costs for attendance at public hearings and meetings, mileage costs, blueprints and reproduction, and all other charges not specifically covered by the terms of this agreement.
4. Should litigation be necessary to enforce any term or provision of this agreement or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees, attorneys' fees and court costs shall be paid by the non-prevailing party.
5. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Any deposit collected shall be applied to the final invoices, or earlier at the discretion of W-Trans. If the invoice is not paid within 30 days, W-Trans may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the work.
6. A late payment FINANCE CHARGE will be computed at the periodic rate of 1-1/2 percent per month, and may be applied to any unpaid balance commencing 30 days after the date of the original invoice at the sole election of W-Trans. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection and reasonable attorneys' fees.
7. In the event all or any portion of the work prepared or partially prepared by W-Trans be suspended, abandoned or terminated, the CLIENT shall pay W-Trans for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein, to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. In the event that CLIENT institutes a suit against W-Trans because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if the verdict is rendered in favor of W-Trans, CLIENT agrees to pay W-Trans any and all costs of defense, including attorneys' fees, expert witnesses' fees, court costs and any and all other expenses of defense which may be needful immediately following dismissal of the case or immediately upon the verdict being rendered in behalf of W-Trans.
9. W-Trans makes no representation concerning the cost figures made in connection with maps, plans, specifications, or drawings other than that all cost figures are estimates only and W-Trans shall not be responsible for fluctuations in cost factors.
10. No conditions or representations altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon in writing by either party to this agreement and accepted in writing by the other.
11. W-Trans shall not be responsible for damages resulting from delays in performance caused by any factors beyond W-Trans' reasonable control. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
12. W-Trans makes no warrant, either express or implied, as to its findings, recommendations, specifications, or professional advice except that they were promulgated after being prepared in accordance with generally accepted engineering practices and under the direction of registered professional engineers.
13. In accepting and utilizing any drawings, reports or data on any form of electronic media generated and provided by W-Trans, the CLIENT covenants and agrees that all such electronic files are instruments of service of W-Trans, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. The CLIENT agrees that when transferring these electronic files to others without the prior written consent of W-Trans, it will be at their own risk. W-Trans cannot guarantee the accuracy of the receiving party's data. The CLIENT further agrees to waive all claims against W-Trans resulting in any way from any unauthorized changes or reuse of the electronic files for any other project by anyone other than W-Trans.
14. The CLIENT agrees to limit W-Trans' liability to the CLIENT and/or the owner, and to all contractors and subcontractors on the PROJECT, due to W-Trans' negligent acts, errors or omissions, such that the total aggregate liability of W-Trans to all those named shall not exceed \$50,000 or W-Trans' total fee for services rendered on this PROJECT, whichever amount is greater. The client agrees to hold W-Trans harmless for all claims for property damage and bodily injury, including death, arising out of the work to be performed by the W-Trans hereunder and resulting from the negligent act or omissions of the Client and/or owner, all Contractors and subcontractors on the project.
15. In the event any provision of this agreement shall be held to be invalid or unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
16. Services provided within this agreement are for the exclusive use of the CLIENT.
17. Billing rates are subject to increase annually effective January 1 of each calendar year. If the project is not completed within the calendar year, compensation may be renegotiated between W-Trans and CLIENT, though the new rates would automatically be applicable.



## Fee Schedule

### 2016 Staff Billing Rates

Position	Billing Rate (per hour)
Principal	\$200 – \$240
Associate Principal	\$180 – \$200
Senior Engineer/Planner	\$160 – \$180
Engineer/Planner	\$125 – \$145
Associate Engineer/Planner	\$110 – \$125
Assistant Engineer/Planner	\$90 – \$110
Technician/Administrative	\$85 – \$90
Intern	\$30 – \$80
Field Technician	\$20 – \$40

### 2016 Expense Charges

Item	Charge
Mileage	\$0.594/mile*
Services and Expenses	10% surcharge

These rates are valid for work initiated prior to December 31, 2016. Work initiated after January 1, 2017, and any subsequent year may be billed at the revised rates established for that year.

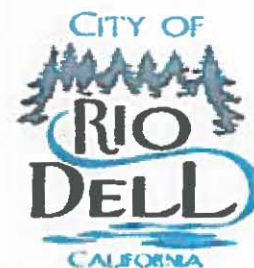
\* Mileage charge will be based on the IRS Standard Mileage Rate (set at \$0.54 for January through June 2016) plus 10 percent.

490 Mendocino Avenue, Suite 201 **SANTA ROSA**, CA 95401 707.542.9500

475 14<sup>th</sup> Street, Suite 290 **OAKLAND**, CA 94612 510.444.2600

1276 Lincoln Avenue, Suite 204 **SAN JOSE**, CA 95125 650.314.8313

w-trans.com



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

December 6, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager *3*

SUBJECT: Discussion and Possible Action Regarding the City Council Scheduled Meeting for December 20, 2016

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff or take no action.

BACKGROUND AND DISCUSSION

Councilmember Garnes made a request to discuss the need to have the regularly scheduled City Council meeting for December 20<sup>th</sup> 2016. Following this scheduled meeting, the next meeting of the City Council is scheduled for January 3<sup>rd</sup> 2017.



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



For Meeting of: December 6, 2016

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Kyle Knopp, City Manager   
Date: November 21, 2016  
Subject: Cannabis Activity Permit Fees.

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**Recommendation:**

That the City Council:

1. Receive staff's report regarding establishing Cannabis Activity Permit Fees; and
2. Open the public hearing, receive public input and deliberate; and
3. Adopt Resolution No. 1311-2016 establishing Cannabis Activity Permit Fees.

**Discussion**

As the Council is aware, language was included in the Commercial Medical Cannabis Land Use Ordinance (CMCLUO), Ordinance No. 352-2016 to allow the City to establish fees to recover the cost of developing, administrating and enforcing the CMCLUO and the State's Medical Cannabis Regulatory and Safety Act (MCRSA).

The Ordinance which was adopted on October 18, 2016 is now in effect. The City has been approached by five (5) developers who will be seeking nine (9) or ten (10) activity permits, including cultivation, manufacturing, processing and distribution facilities and a testing laboratory. Three (3) of the developers are actively assembling the required application materials. In addition, the City anticipates executing an agreement/contract with W-Trans out of Santa Rosa for the required Traffic Impact Study (TIS).

Staff has reviewed fee information from a number of jurisdictions throughout the state. Fees vary dramatically and it appears that the larger the jurisdiction, the more the fees are. Staff assumes that these larger jurisdictions would allow a greater number of cannabis related permits, which in turn requires more staff time in administering and enforcing their regulations.

As the Council is aware all cannabis related activities are limited to the Sawmill Annexation Area, which is approximately 225 acres. Arcata's Medical Marijuana Innovation Zone (MMIZ) is also about 225 acres. As such, it seems reasonable to consider Arcata's fees. Below is a copy of Arcata's cannabis activity fees.

<b>Initial Permit Fees. The following fees apply to the initial Permit application:</b>	
Initial Application Fee	\$2,500
Annual Operating Fee	\$4,000
<b>Renewal Permit Fees. The following fees apply to a Permit renewal application:</b>	
Renewal Application Fee	\$300
Annual Operating Fee	\$4,000
<b>Administrative Permit Fees. The following fees apply to a Permit modification:</b>	
Transfer of Ownership	\$500
Change in Ownership Structure	\$100
Change of Location	\$50
Change in Mailing Address	\$300
Change in Trade Name	\$50
Modification of Premises	\$50

With the exception of the Transfer of Ownership and Change of Mailing Address fees, staff believes the above fees are fair, reasonable and justifiable in offsetting the City's costs in developing, permitting, administrating and enforcing the City's CMCLUO and the State's MCRSA and the need for an increased police presence at the Sawmill Annexation Area. Staff recommends that the review of the Transfer of Ownership documentation fee be \$100 and the fee for the Change in Mailing Address be \$50.

However, staff recommends an additional Administrative Permit Fee of \$100 to cover the Police Department's review of the required Background Check for owner(s) or employee(s) who makes or will make operational or management decisions that directly impact the business pursuant to Section 17.30.195 of the City's CMCLUO and Section 19322(a)(1)(A) of the Business and Professions Code.

Staff recommends that the Council adopt Resolution No. 1311-2016 establishing cannabis activity permit fees. Because the fees are adopted by Resolution, the fees become effective immediately. Resolution No. 1311-2016 is included as Attachment 1.

Staff will be amending the City's CMCLUO to reference the terms, changes in ownership and premises requirements. Staff intends to present the minor amendments to the Planning Commission at their meeting of December 13, 2016. The minor amendments to the City's CMCLUO are included as Attachment 2. Staff intends formally introduce the recommended

changes at the Council meeting on December 20, 2016, then schedule the adoption of the recommended changes at the Council meeting on January 3, 2017.

**Attachments**

Attachment 1: Resolution No. 1311-2016 establishing cannabis activity permit fees.

Attachment 2: Draft recommended amendments to Ordinance No. 352-2016.



**RESOLUTION NO. 1311-2016**



**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL ESTABLISHING FEES GOVERNING THE ISSUANCE, ADMINISTRATION, MONITORING AND ENFORCEMENT OF COMMERCIAL MEDICAL CANNABIS ACTIVITY PERMITS IN THE CITY:**

**WHEREAS** the City of Rio Dell is authorized by Article XIII of the California Constitution and the California Government Code to charge fees to cover the costs of permit administration, processing, monitoring and enforcement; and

**WHEREAS** the City Council has by Ordinance No. 352-2016 recently revised the Rio Dell Municipal code (RDMC) pertaining to the permitting and regulation of commercial medical cannabis within the Sawmill Annexation Area of the City; and

**WHEREAS** pursuant to Section 17.30.195(16) of Ordinance No. 352-2016 the Council may establish fees, taxes or other charges for a commercial cannabis activity permit by resolution or ordinance; and

**WHEREAS** the adoption of fees and charges for development projects are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) of the Public Resources Code; and

**WHEREAS** Section 66016 of the California Government Code requires Cities to post a public Notice at least fourteen (14) days prior to the adoption of any new fees at a minimum of three (3) public places. The Public Notice was posted on November 22, 2016 at City Hall, the Rio Dell Library, and the Post Office and on the Community Bulletin Board located at the City parking lot downtown; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council approves and adopts the following:

**Section 1. Findings**

1. The fees established herein are intended to cover the costs associated in developing, permitting, administrating and enforcing the City's CMCLUO and the State's MCRSA; and
2. A duly noticed public hearing on the proposed fees was conducted in the manner prescribed by applicable provisions of State law; and

3. The adoption of fees and charges for development projects are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) of the Public Resources Code

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council approves and adopts the fees identified in Exhibit A.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective upon approval and adoption by the City Council.

**I HEREBY CERTIFY** that the forgoing Resolution was PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Rio Dell on December 6, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Resolution No. 1311-2016 adopted by the City Council of the City of Rio Dell on December 6, 2016.

---

Karen Dunham, City Clerk, City of Rio Dell

**EXHIBIT A**  
**RESOLUTION NO. 1311-2016**



**FEES GOVERNING THE ISSUANCE, ADMINISTRATION, MONITORING AND ENFORCEMENT OF COMMERCIAL MEDICAL CANNABIS ACTIVITY PERMITS IN THE CITY:**

<b>Initial Permit Fees. The following fees apply to the initial Permit application:</b>	
Initial Application Fee	\$2,500
Annual Operating Fee	\$4,000
<b>Renewal Permit Fees. The following fees apply to a Permit renewal application:</b>	
Renewal Application Fee	\$300
Annual Operating Fee	\$4,000
<b>Administrative Permit Fees.</b>	
Transfer of Ownership	\$100
Change in Ownership Structure	\$100
Police Department Review of Background Check	\$100
Change of Location	\$50
Change in Mailing Address	\$50
Change in Trade Name	\$50
Modification of Premises	\$50

The Operating Fee may be refunded if the City denies the application. All other fees are nonrefundable. At the discretion of the City, a fee based on time and materials may be charges in lieu of the Initial Application Fees for very small projects that do not require other permits and/or minimal staff review.



Recommended Amendments to Ordinance No. 352-2016  
Commercial Medical Cannabis Land Use Regulations  
Section 17.30.195 Rio Dell Municipal Code

➔ (14) Term of Conditional Use Permit; ~~Inspections~~.

~~(a)~~ Any Conditional Use Permit issued pursuant to this section shall expire after one (1) year after date of issuance, and on the anniversary date of such issuance each year thereafter, unless the required compliance inspections have been conducted and the permitted site has been found to comply with all conditions of approval and the renewal fee and operation fee submitted.

(a) Permit Renewal. A Permit renewal application, renewal fee and operating fee must be submitted at least forty-five (45) days before the expiration of the Permit. Failure to submit a renewal application prior to the expiration date of the license will result in the automatic expiration of the Permit on the expiration date. A Permit may not be renewed if any violations of or non-compliance with the Permit or these regulations exists. Permit renewal is subject to the laws and regulations effective at the time of renewal, which may be substantially different than the regulations currently in place and may require the submittal of additional information to ensure the new standards are met.

(15) Changes to Ownership or Modification to Premises.

A Conditional Use Permit is non-transferable to another location, and no transfer to another Owner or modifications to a permitted facility may be made except in accordance with these regulations.

(a) Transfer of Ownership. A request for change in Permit ownership shall be submitted to the City at least sixty (60) days prior to the anticipated transfer, together with the required fee. Requests submitted less than sixty (60) days before the transfer will be processed only in the City's discretion and may be subject to an expedited processing fee. A new Owner(s) shall meet all requirements for applicants of an initial permit. The request shall include the following information:

i. Identify information for the new Owner(s) and management as required by the initial permit application, including names and contact information and Section 17.30.195(i) of the Rio Dell Municipal Code; and

ii. The specific date on which the transfer is to occur; and

iii. Acknowledgement of full responsibility for complying with the existing permit and any conditions attached thereto.

(b) Modifications to the Facility. Prior to making any modifications to a permitted facility, the permittee shall submit to the City, at least thirty (30) days in advance of initiating the modifications, a request for determination of City approvals, together with the appropriate fee. The request shall contain a detailed description to allow the City to determine what, if any permits and/or other approvals are needed.

#### **(16) Inspections**

Each permitted activity is subject to a minimum of at least one quarterly on-site compliance inspection, to be conducted by appropriate City officials during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The applicant shall be required to pay the Inspection Fee in effect at that time.

If the inspector or other City official determines that the site does not comply with the conditions of approval, the inspector shall serve the permit holder with a written statement identifying the items not in compliance, and the action that the permit holder may take to cure the non-compliance, or file an appeal within ten (10) days of the date that the written statement is delivered to the permit holder. Personal delivery or mailing the written statement to the mailing address listed on the application by regular mail, plus three (3) days after date of mailing, shall constitute delivery. The permit holder may request a reinspection to determine whether or not the permit holder has cured all issues of non-compliance. Failure to request reinspection or to cure any items of noncompliance shall terminate the Conditional Use Permit and License, immediately upon the expiration of any appeal period, or final determination of the appeal if an appeal has been timely filed.

#### **~~(15)~~ (17) Appeal of ~~Annual~~ Inspection Determination**

Within ten (10) business days after delivery of the statement of non-compliance, the determination by the inspector that the site is or is not in compliance may be appealed by any interested party to the Planning Commission. The appeal shall be made, in writing, on a form provided by the City. The fee for filing the appeal is based on the adopted fee schedule in effect at the time of the appeal.

- (a) The appeal shall be heard by the Planning Commission within thirty (30) days following the filing of the appeal. The Planning Commission shall render a written ruling on the appeal within three (3) business days following the hearing.
- (b) The decision of the Planning Commission may be appealed to the City Council in accordance with Section 17.35.050 of the Rio Dell Municipal Code. If a timely appeal to the City Council is not filed, the ruling by the Planning Commission shall be final.

**(18) Revocation by Operation of Law**

Any Conditional Use Permit issued under this Section shall be revoked by operation of law, and without prior notice to the permit holder, in the event the permitted activity is made illegal under the laws of the State of California.

The City shall notify any state license authority, as defined by the MCRSA, whenever the Conditional Use Permit and License has been revoked or terminated.

**~~(16)~~ (19) Fees, Taxes and Other Charges**

The Council may establish fees, taxes or other charges for a commercial cannabis activity permit by resolution or ordinance. The failure to pay all applicable fees, taxes and other charges when due shall be a violation of the Section as contemplated by subsection 17.30.195(5), above.

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



December 6, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Approving Resolution No. 1312-2016 Related to Suspension of Phase Two of Water Rate Adjustment with Expiration date of December 31, 2017.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Adopt Resolution 1312-2016, or take no action.

BACKGROUND AND DISCUSSION

The City Council held a goal setting session for the Water Department on August 4, 2015 following a presentation from staff, consultants from the Rural Community Assistance Corporation (RCAC) and the City's Engineer. The Council was given numerous 5-year planning scenarios that included setting funding goals for the water system. The Council ultimately opted for "Reduced Funding Goal 2" which aimed to set aside a grant match over five years to leverage a potential future grant made available through new Proposition 1 funding sources. The funding would help accomplish a portion of the much needed replacement for ageing water system infrastructure including water storage facilities, Pre-1950's distribution system piping and extension of the infiltration gallery.

In implementing the rates, the City Council opted to phase in implementation over multiple years. As approved via Resolution 1281-2015 the rates are currently set to increase on January 1, 2017 as follows: The base charge would increase from \$40.06 to \$46.63 per month and the volumetric unit cost of water will increase from \$2.61 to \$3.04 per month per unit. The average bill would go from \$53.11 per month to \$61.83 per month.

Current water system revenues are estimated to be \$943,616 for the first year of updated rates. This level of funding is sufficient to provide for many of the goals identified by the Council in "Reduced Funding Goal 2" with the notable exception of the grant match for the water system's priority capital projects. Implementation of the January 1, 2017 water rate adjustment (Phase II) would provide the remaining dollars to fund this goal. The amount of additional revenue generated in Phase II is approximately \$160,000 annually.

Application was made in early April 2016 for a Planning and Technical Assistance Grant with the California State Water Resources Control Board (SWRCB). The Grant would develop plans and specifications, completed CEQA and permitting to address the proposed capital projects. The planning grant, if awarded, would require no local match. Because of the availability of Proposition 1 dollars across the State, many municipalities are also acting to try to leverage these funds to plan for capital improvements, causing the grant approval process to take longer than anticipated.

Several factors require more study. Water revenues are higher than anticipated as a result of a decline in the drought and increased water use. The City's Median Household Income (MHI), has also declined according to U.S. Census data, from \$42,829 to \$39,692 over the last year, making it more likely that a supplemental MHI Study could result in the City being classified as "Severely Disadvantaged" by the State. The MHI level the City would need to be identified at is less than \$36,893 to lower or eliminate grant match requirements. Additional time is desirable to ensure that the goals identified in the rate study are achieved at the most efficient rate possible. Due to delays at the State and the time needed to conduct the pending Planning and Technical work associated with the identified capital projects, a one year suspension in implementing the second phase of the water rates is recommended.

Prior to the implementation of the new rate structure on January 1, 2016 the City was not eligible for any Proposition 1 grant funding. Phase one of the rate structure has made the City eligible for a Proposition 1 grant that would cover approximately 80% of the cost (up to a cap of \$5 million) for water related capital projects. Resolution 1312-2016 would have no impact on our current eligibility for Proposition 1 grant funding.

Resolution 1312-2016 simply suspends the phase two increase set for January 1, 2017 and this Resolution expires on December 31, 2017. Absent council action to adopt another suspension, the rates would automatically increase on January 1, 2018 to the rate levels set through Resolution 1218-2015. Resolution 1312-2016 has been reviewed by legal counsel to be compliant with Proposition 218 and California law.

**Attachments:**

Resolution 1312-2016

The adopted rate structure from Resolution 1218-2015

Water rate calculation spreadsheet

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**RESOLUTION NO. 1312-2016  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIO DELL  
TEMPORARILY SUSPENDING THE SECOND PHASE OF  
WATER RATE ADJUSTMENT**

**WHEREAS**, The City of Rio Dell undertook a water rate study to determine whether the current rate structures adequately provided for the maintenance, operation and replacement of its water system; and

**WHEREAS**, the City determined that the rate structure at the time did not support the current and future costs of the system; and

**WHEREAS**, the newly adopted rates reflected the cost of providing service to all customers; and

**WHEREAS**, the newly adopted rates also reflected costs associated with matching a future State grant for capital replacement; and

**WHEREAS**, the City determined that the recommended rates did not exceed the reasonable cost of providing water services and as such the adopted rates were not levied for general revenue purposes; and

**WHEREAS**, the procedures followed and the rates adopted were in compliance with California Constitution Article XIII D, "Property-Related Fees and Charges"; and

**WHEREAS**, the City Council adopted new water rates on December 1, 2015 through Resolution 1281-2015 with the new rates to be phased in over two years; and

**WHEREAS**, the first phase was effective January 1, 2016; the second phase is effective January 1, 2017; and

**WHEREAS**, the second phase of rate increases would generate approximately \$160,000 in revenue that would be applied toward the grant match for needed capital repairs to the distribution system, storage system and infiltration gallery; and

**WHEREAS**, the City has applied for funding through the State Water Resources Control Board (SWRCB) for a planning grant to prepare for major repairs to the distribution system, storage system and infiltration gallery; and

**WHEREAS**, delays at the State level in approving the planning grant application necessarily result in delays applying for an implementation grant for repair of the distribution system, storage system and infiltration gallery; and

**WHEREAS**, the City has recognized that the five-year time-line of collecting a grant match for capital repairs may be temporarily suspended with little or no impact to the implementation of said capital repairs; and

**WHEREAS**, setting an expiration date for this Resolution will allow the rates approved in Resolution No. 1281-2015 to be implemented as scheduled on said expiration date, without Council action, in compliance with Government Code 53750(h) should that scenario continue to be necessary; and

↑  
FONT

**WHEREAS**, the City Council retains the ability to pass a similar Resolution at a future date.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Rio Dell does hereby suspend the second phase of the water rate increase through this Resolution No. 1312-2016 and further sets the expiration date of this Resolution No. 1312-2016 as December 31, 2017.

**PASSED AND ADOPTED** by the City Council of the Rio Dell on this 6<sup>th</sup> day of December 2016, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

\_\_\_\_\_  
Frank Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Karen Dunham, City Clerk



↓ RATES BEFORE ADOPTION ↓		<b>ADOPTED 12/1/15</b>					
FY 2015-2016			Jan. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1
THRU 12/31/15			2016	2017	2018	2019	2020
BASE RATE In City	27.84	<b>BASE</b>	40.06	46.63	47.57	48.50	49.44
BASE RATE Out City	41.79	<b>BASE CHARGE IS THE SAME FOR ALL ZONES</b>					
<b>COST PER UNIT OF WATER USED. One unit of water is equal to 100 cubic feet or 748 gallons.</b>							
Unit 1	-	<b>UNIT</b>	2.61	3.04	3.10	3.17	3.23
Unit 2-9	2.51	<b>UNIT CHARGE IS THE SAME FOR ALL ZONES AND TIERS</b>					
Unit 10 +	3.78						
Unit 2-9 Out City	3.78						
Unit 10 + Out City	5.67						
<i>Dinsmore Zone</i>	-	<b>CHARGE</b>	39.13	65.21	65.36	65.51	65.66

New rate increases will be applied January 1, 2016 and January 1, 2017

# City of Rio Dell Water Rate Calculations Through 2017

2015-2021 CITY OF RIO DELL WATER RATE - FIGURES USED				2016		2017		
				60% Revenue Collection		3% Inc.	No Inc.	
Debt Svc.	Water Debt Service	136,000	163,200	-	136,000		136,000	
	Water Debt Service Reserve	27,200		-	27,200	17%	27,200	
2015-2016 Water Fund Budget	City Manager	99,608	722,259	-	99,608		99,608	
	City Council	2,836		-	2,836		2,836	
	Finance Department	138,213		-	138,213		138,213	
	City Bldgs & Gr.	8,767		-	8,767		8,767	
	Water Operations	366,581		-	366,581		366,581	
	Contingencies	-		-	-		-	
	Capital Projects	64,000		-	64,000		64,000	
Adj.	3% annual inflation (Operations)	21,254		-			21,254	
	Rebuild Operations Reserves	21,000		-	21,000		21,000	
Metropolitan Wells Fund Expenses	Electricity	4,050	13,957	-	4,050		4,050	
	Property Maintenance	2,500		-	2,500		2,500	
	Filter Media	1,000		-	1,000		1,000	
	Water Quality Testing	5,000		-	5,000		5,000	
	Maintenance	1,000		-	1,000		1,000	
	3% Annual Inflation Wells	407		-	407	76%	407	
					-	878,162		736,216
Priority CIP 5 Yr Build ** 20% Grant Match	Infiltration Gallery Extension	25,000	183,042	-	51,838	7%	25,000	
	Replacement of Distribution Pre 1950, 4" or smaller	87,842		-			87,842	
	Painter Street Tank Replacement	13,200		-			13,200	
	Water Meters	15,000		-			15,000	
	Miscellaneous Equip	42,000		-			42,000	
					-	930,000		736,216
					-	930,000		346,242
<b>Subtotal Annual Expenses (All Zones)</b>					<b>930,000</b>		<b>736,216</b>	
				<b>75%</b>	<b>25%</b>	<b>75%</b>	<b>25%</b>	
				<b>697,500</b>	<b>232,500</b>	<b>811,844</b>	<b>270,615</b>	
				<b>40.06</b>		<b>46.63</b>		
					<b>2.61</b>		<b>3.04</b>	
<b>DINSMORE ZONE FUND</b>								
Dinsmore Zone Fund	Annual Booster Electricity	1,700	22,693	1,700	1,020		1,700	
	Proj: Hydrant to Old Ranch Road	10,177		10,177	6,106		10,177	
	CIP Reserve	10,816		10,816	6,490		10,816	
	<b>Total Dinsmore Zone CIP</b>	<b>22,693</b>		<b>22,693</b>	<b>13,616</b>		<b>1,700</b>	<b>20,993</b>
<b>NO. OF CUSTOMERS (MONTHLY BASE COUNT)</b>				<b>29</b>	<b>39.13</b>	<b>65.21</b>		
<b>ANNUAL REVENUE GOAL</b>				<b>1,105,151</b>	<b>1,105,151</b>	<b>943,616</b>	<b>1,105,151</b>	


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



For Meeting of: December 6, 2016

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: November 21, 2016

Subject: Adoption of the 2016 California Building Codes. Text Amendment Chapter 15.05, "Construction Codes", Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC).

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**Recommendation:**

That the City Council:

1. Receive staff's report regarding amending Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC); and
2. Introduce (first reading) Ordinance No. 352-2016 amending Chapter 15.05, "Construction Codes", Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC); and
3. Open the public hearing, receive public input and deliberate; and
4. Continue consideration, approval and adoption of the proposed Ordinance to your meeting of December 20, 2016 for the second reading and adoption.

**Background**

The California Building Standards Commission (CBSC) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California. Every three years, the CBSC adopts a compilation of building regulations referred to as the California Building Standards Code (California Code of Regulations, Title 24). Through the code adoption process, the CBSC selects and approves a set of model codes. Inclusive in these regulations are the California

Building, Mechanical, Plumbing, Electrical, Existing Buildings, Fire, Energy, Residential Building, Historical Building, and Green Building Codes. Participating State agencies, such as State Fire Marshal (SFM), Division of the State Architect (DSA), Housing and Community Development (HCD), and Office of Statewide Health Planning and Development (OSHPD), have an opportunity to amend the code for the occupancy groups under their respective authorities.

Local governments or jurisdictions can also modify the code to add more restrictive provisions based on their specific local geologic, climatic, and topographic conditions to protect their communities. Any local amendments to the above mandated codes must be more restrictive than the State Building Standards Code and must be substantiated with findings, per California Health & Safety Code Section 17958. The administrative provisions of the code can be modified without specific justification based on local conditions.

The 2016 Codes become effective on January 1, 2017; however, the specific code addition applicable to a building project is established by the building permit application date. Therefore, projects submitted for a permit on or after January 1, 2017, must be designed to the 2016 edition of the California Building Standards Code. The specific codes mandated for effectiveness in January 2017 by the State of California are as follows:

- 2016 California Building Code Volumes 1 & 2
- 2016 California Mechanical Code
- 2016 California Plumbing Code
- 2016 California Electrical Code
- 2016 California Existing Buildings Code
- 2016 California Fire Code
- 2016 California Energy Code
- 2016 California Residential Building Code
- 2016 California Green Building Standards Code
- 2016 California Historical Building Code

Included with the adoption of the California Building Standards Code is the 2015 International Property Maintenance Code (IPMC). This model code provides the City authority to abate structures that are imminent hazards to the public in a quick and efficient manner. The model code includes definitions of terms for enforcement, for the integrity of structural elements of buildings, and specific hazards. These definitions are not included in the other standard codes.

Staff is also recommending amending the penalty provisions, Section 15.05.050 of the RDMC. The current penalty for violations of the Building Codes is \$500.00 per day for each violation. The recommended amendment is consistent with the penalty provisions of the Nuisance (Chapter 8 RDMC) and the Zoning (Chapter 17 RDMC) regulations.

## **Attachments**

Attachment 1: Ordinance No. 352-2016 amending Chapter 15.05, "Construction Codes", Sections 15.05.020 and 15.05.050 of the Rio Dell Municipal Code (RDMC).

**ORDINANCE NO. 352-2016**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING SECTION 15.05.020 "BUILDING CODES" OF THE RIO DELL MUNICIPAL  
CODE (RDMC) TO ADOPT THE 2016 CALIFORNIA BUILDING CODES.**

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

**WHEREAS** the California Building Standards Commission (CBSC) is an independent commission within the State Consumer Services Agency responsible for reviewing, adopting, and publishing building standards for the State of California; and

**WHEREAS** every three years, the CBSC adopts a compilation of building regulations referred to as the California Building Standards Code (California Code of Regulations, Title 24); and

**WHEREAS** through the code adoption process, the CBSC selects and approves a set of model codes; and

**WHEREAS** inclusive in these regulations are the California Administrative Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Fire, Existing Building, Green Building Standards and California Referenced Standards Codes; and

**WHEREAS** the 2016 Codes become effective on January 1, 2017; however, the specific code addition applicable to a building project is established by the building permit application date; and

**WHEREAS** therefore, projects submitted for a permit on or after January 1, 2017, must be designed to the 2016 edition of the California Building Standards Code; and

**WHEREAS** included with the adoption of the 2016 California Building Standards Codes is the adoption of the 2015 International Property Maintenance Code (IPMC); and

**WHEREAS** the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment under Title 14 of the California Code of Regulations, Section 15061(b)(3). No further environmental review is necessary.



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

**Section 1.**

Section 17.05.020 of the Rio Dell Municipal Code is hereby amended to read in as follows:

(1) The City of Rio Dell hereby incorporates by reference and adopts as its building standards and regulations applicable to all occupancies in the City of Rio Dell each and all of the terms, conditions, regulations, penalties, and provisions of the following codes as from time to time adopted, amended, added, and deleted by regulation of the California State Building Standards Commission:

(a) California Administrative Code. ~~2013~~ **2016** California Administrative Code (Part 1 of Title 24). ~~Based on the 2012 International Building Code (IBC).~~

(b) California Building Code. ~~2013~~ **2016** California Building Code (Part 2 of Title 24), including ~~Chapter 1 Division II (administration), and Appendices A (qualifications), C (agriculture), F (rodent proofing), G (flood resistant), H (signs), I (patio covers), and J (grading). Based on the 2012 International Building Code (IBC).~~

(c) California Residential Code. ~~2013~~ **2016** California Residential Code (Part 2.5 of Title 24) including ~~Chapter 1 Division II (administration), and Appendices E (manufactured housing used as dwellings), G (swimming pools, spas, and hot tubs), I (existing building and structures), K, (sound transmission), N (venting methods), O (gray water recycling systems), and P (sizing of water piping systems). Based on the 2012 International Residential Code (IRC).~~

(d) California Electrical Code. ~~2013~~ **2016** California Electrical Code (Part 3 of Title 24). ~~Based on the 2012 National Electrical Code (NEC).~~

(e) California Mechanical Code. ~~2013~~ **2016** California Mechanical Code (Part 4 of Title 24), including ~~Chapter 1 Division II (administration). Based on the 2012 Uniform Mechanical Code (UMC).~~

(f) California Plumbing Code. ~~2013~~ **2016** California Plumbing Code (Part 5 of Title 24), including ~~chapter 1 Division 11 (administration). Based on the 2012 Uniform Plumbing Code (UPC).~~

(g) California Energy Code. ~~2013~~ **2016** California Energy Code (Part 6 of Title 24), including ~~Chapter 1 Division II (administration).~~

(h) California Historical Building Code. ~~2013~~ **2016** California Historical Building Code (Part 8 of Title 24) including ~~Chapter 1 Division II (administration).~~

(i) California Fire Code. ~~2013~~ **2016** California Fire Code (Part 9 of Title 24), including ~~Chapter 1 Division II (administration). Based on the 2012 International Fire Code (IFC).~~

(j) California Existing Building Code. ~~2013~~ **2016** California Existing Building Code (Part 10 of Title

24). ~~Based on the 2012 International Existing Building Code (IEBC).~~

(k) California Green Building Standards Code — "CAL Green." ~~2013~~ **2016** California Green Building Standards Code (Part 11 of Title 24) ~~(Tier 1) including Chapter 1 Division II (administration).~~

(l) California Referenced Standards Code. ~~2013~~ **2016** California Referenced Standards Code (Part 12 of Title 24).

(m) 1997 Uniform Housing Code. Published by the International Conference of Building Officials as referenced by the California Department of Housing and Community Development and pursuant to the provisions of Section 17958, 17958.5, 17958.9, and 17959 of the California Health and Safety Code.

**(n) 2015 International Property Maintenance Code (IPMC).**

(2) The above-mentioned codes, new additions, and amendments thereto shall become effective and operative within the City of Rio Dell 30 days after the date of first publication of the State Building Standards Code by the State Building Standards Commission in the California Code of Regulations, the California Regulatory Notice Register or the California Regulatory Code Supplement.

(3) The above-mentioned codes, new additions, and amendments thereto shall be and hereby are adopted as the Construction Code of the City of Rio Dell for regulating and providing minimum standards for the erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, location, design, quality of materials, operation, installation, replacement, and maintenance of all buildings and/or structures; heating, ventilation, cooling, refrigeration systems; electrical systems; plumbing and drainage systems; signs; and solar systems in the City of Rio Dell and providing for the issuance of permits and the collection of fees therefor.

(4) Nothing contained herein shall be construed as prohibiting or limiting the authority of the City of Rio Dell from adopting or establishing more restrictive building standards than provided for in the above-mentioned codes and amendments thereto after making the findings required by Government Code Section 17958.7.

(5) The City shall maintain one current copy of all building standards codes on file. [Ord. 315 § 1 B), 2014; Ord. 286, 2012; Ord. 269 § 1, 2014]

**15.05.030 Fees for permits and inspections.**

(1) Any person required to obtain a permit hereunder shall at the time of filing an application therefor pay to the City Clerk a deposit for plan review in the amount as set forth in the California Administrative Code referred to in RDMC 15.05.020. Notwithstanding any other

provision of these regulations to the contrary, the City shall collect upon the issuance of any permit the actual cost of the plan review services rendered or the plan review fee as set forth in the California Administrative Code, whichever is greater.

(2) Where work is commenced prior to obtaining a permit, a double fee shall be charged.

(3) For the purpose of determining valuation of any work to be performed hereunder, the City may use the Valuation Data Table published by the International Code Council. The above-mentioned table, new editions, and amendments thereto shall become effective and operative within the City of Rio Dell 30 days after the date of first publication. The City may choose to modify the data published as determined by regional conditions, but will not exceed the costs as published. [Ord. 286, 2012; Ord. 262 § 15.01.030, 2009.]

#### **15.05.040 Person may do own work.**

Nothing in this chapter shall be construed as prohibiting any person from doing his own work or employing any person to work on a building or structure to which the provisions of this chapter apply unless otherwise prohibited by law. [Ord. 286, 2012; Ord. 262 § 15.01.040, 2009.]

#### **15.05.050 Penalty.**

Any person, firm, or corporation, whether as principal, agent, employee, or otherwise, violating or causing the violation of any part of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than ~~\$500.00~~ **\$1,000.00**. Such person, firm, or corporation shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of this chapter, or any part hereof, is committed, continued, or permitted by such person, firm, or corporation, and shall be punishable as herein provided. [Ord. 286, 2012; Ord. 262 § 15.01.050, 2009.]

### **Section 2. Severability**

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

### **Section 3. Limitation of Actions**

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

### **Section 4. Effective Date**

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

**I HEREBY CERTIFY** that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on December 6, 2016 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the December 20, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Frank Wilson, Mayor**

**ATTEST:**

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 352-2016 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the December 20, 2016.

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**Karen Dunham, City Clerk, City of Rio Dell**