



RIO DELL CITY COUNCIL
VIRTUAL MEETING AGENDA
CLOSED SESSION – 5:00 P.M.
REGULAR MEETING - 6:30 P.M.
TUESDAY, JANUARY 4, 2022
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

***WELCOME** - 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 and available on the City's website at cityofriodell.ca.gov. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

**SPECIAL PUBLIC HEALTH EMERGENCY ALTERATIONS TO MEETING FORMAT
CORONAVIRUS (COVID-19)**

Due to the unprecedented public health threats posed by COVID-19 and the resultant need for social distancing, changes to the City Council meeting format are required. Executive Order N-25-20 and N-29-20 from Governor Gavin Newsom allow for telephonic Council meetings of the City Council and waives in-person accessibility for Council meetings, provided that there are other means for the public to participate. Therefore, and effective immediately, and continuing only during the period in which state or local public health officials have imposed or recommended social distancing measures, the Rio Dell City Council will only be viewable via livestreaming through our partners at Access Humboldt via their YouTube channel or Suddenlink channels on Cable TV.

Public Comment by Email:

In balancing the health risks associated with COVID-19 and need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at publiccomment@cityofriodell.ca.gov. Please note the agenda item the comment is directed to (example: Public Comments for items not on the agenda). Your comments will be read out loud, for up to three minutes.

Meetings can be viewed on Access Humboldt's website at <https://www.accesshumboldt.net/>. Suddenlink Channels 10, 11 & 12 or Access Humboldt's YouTube Channel at <https://www.youtube.com/user/accesshumboldt>.

Zoom Public Comment:

When the Mayor announces the agenda item that you wish to comment on, call the conference line and turn off your TV or live stream. Please call the toll-free number **1-888-475-4499**, enter meeting ID **987 154 0944** and press star (*) 9 on your phone – this will raise your hand. You will continue to hear the meeting on the call. When it is time for public comment on the item you wish to speak on, the Clerk will unmute your phone. You will hear a prompt that will indicate your phone is unmuted. Please state your name and begin your comment. You will have 3 minutes to comment.

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
 - 1) 2022/0104.01 - **Conference with Labor Negotiator** - Designated Representative: Kyle Knopp, City Manager, and Cheryl Dillingham, Finance Director to discuss Employee Incentive Program - Employee Organization(s): Rio Dell Employees Association. Rio Dell Police Officers' Association, and all Contract Employees (Pursuant to Gov't Code §54957.6)
- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION
- F. RECONVENE INTO OPEN SESSION – 6:30 P.M.
- G. ORAL ANNOUNCEMENTS REGARDING CLOSED SESSION
- H. PLEDGE OF ALLEGIANCE
- I. CEREMONIAL MATTERS
- 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 allowed under the Ralph M. Brown Act. 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 2/3 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 Councilmembers 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 following action on the remaining consent calendar items.

- 1) 2022/0104.02 - Approve Minutes of the December 7, 2021 Regular Meeting **(ACTION)**

2) 2022/0104.03 - Approve Minutes of the December 9, 2021 Special Meeting (ACTION)	11
3) 2022/0104.04 – Approve Minutes of the December 14, 2021 Special Meeting (ACTION)	12
4) 2022/0104.05 - Adopt Resolution No. 1518-2022 Amending Resolution No. 1442-2020 Governing the Discontinuation of Water Service to Extend Alternative Payment Arrangements from 6 Months to 12 Months (ACTION)	16
5) 2022/0104.06 - Approve Records Retention Policy for the Police Department (ACTION)	18
6) 2022/0104.07 - Authorize City Manager to Execute Sole Source Purchase of Two Cat Generators and Related Equipment for Two Wastewater Lift Stations (ACTION)	22
L. ITEMS REMOVED FROM THE CONSENT CALENDAR	
M. REPORTS/STAFF COMMUNICATIONS	
1) 2022/0104.08 - City Manager/Staff Update (RECEIVE & FILE)	29
N. SPECIAL PRESENTATIONS/STUDY SESSIONS	
1) 2022/0104.09 Presentation – Water/Sewer Rate Study Update (RECEIVE & FILE)	32
O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS	
1) 2022/0104.10 - Discussion on City Social Media and Draft Social Media Policy (DISCUSSION/POSSIBLE ACTION)	77
2) 2022/0104.11 - Approve Request for Proposals (RFP) for the Use of City Owned Property to Develop, Construct, and Maintain Digital or Non-Digital Message Board Sign(s)/Billboards (DISCUSSION/POSSIBLE ACTION)	86
P. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS	

1) 2022/0104.12 - Adopt Resolution No. 1519-2022 Declaring the Need for Continued Virtual Meetings in Accordance with AB 361 for Another 30 days or Discontinuing Virtual Meetings and Resuming In-Person/Virtual (Hybrid) Meetings
(DISCUSSION/POSSIBLE ACTION)

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Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, January 18, 2022 at 6:30 p.m.*

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 7, 2021**

The regular “virtual” meeting of the Rio Dell City Council was called to order at 5:00 p.m. by Mayor Garnes.

ROLL CALL: Present: (Closed Session): Mayor Garnes, Mayor Pro Tem Johnson, Councilmembers Carter, Wilson and Woodall, City Manager Knopp, Chief of Police Conner, Finance Director Dillingham, Water/Roadways Superintendent Jensen, and City Attorney Gans

Absent: Community Development Director Caldwell

Present: (Regular Meeting): Mayor Garnes, Mayor Pro Tem Johnson, Councilmembers Carter, Wilson and Woodall

Others Present: City Manager Knopp, Finance Director Dillingham, Chief of Police Conner, Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor, Management Analyst Sanborn, and City Clerk Dunham

Absent: Community Development Director Caldwell

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Conference with Real Property Negotiators – Property: 410 Fourth Ave., Rio Dell, CA City of Rio Dell Negotiator(s): Kyle Knopp (City Manager), Russell Gans (City Attorney) Negotiating with: Linda Todd, Owner and/or Designated Agent. Under Negotiation: Price and/or Terms of Payment (Pursuant to Gov’t Code §54956.8)

Conference with Labor Negotiator – Designated Representative: Kyle Knopp, City Manager, Jeff Conner, Chief of Police, Cheryl Dillingham, Finance director, and Randy Jensen, Water/Roadways Superintendent to discuss Employee Incentive Program – Employee Organization(s): Rio Dell Employees Association, Rio Dell Police Officers’ Association, and all Contract Employees (Pursuant to Gov’t Code §54957.6)

The Council recessed to closed session at 5:00 p.m. to discuss the above matters.

The Council reconvened into open session at 6:30 p.m.

Mayor Garnes announced that there was nothing to report out of closed session.

CEREMONIAL MATTERS

Appreciation to Rio Dell-Scotia Chamber of Commerce and Community Volunteers for Holiday Decorations

City Manager Knopp read a letter giving special recognition to the Chamber of Commerce

and community volunteers for their efforts in the display of holiday decorations throughout town including the lighting of the Eagle Prairie Bridge as an added feature this year. He then read the names of just some of those who were responsible for this year's decorations. Special thanks were given to Nick Angeloff for inspiring and implementing the annual decorations for the many past years where he has been the key player in the effort and expansion of the holiday decorations.

Councilmembers expressed their thanks and appreciation to Nick Angeloff and the many volunteers and businesses who donated their time and resources to make it all possible.

Nick Angeloff thanked the Council for the recognition and expressed additional thanks to Lisa Wilson for serving hot chocolate at the tree lighting event and also to the Community Resource Center for providing gift bags for the children. He commented that all he needed for gratitude was seeing the smiles on the kid's faces during the tree lighting event.

PUBLIC PRESENTATIONS

Mayor Garnes called for public comment on non-agenda matters.

Kelly from Margro Advisors addressed the Council regarding a recent announcement by the State of its January 1, 2022 inflation adjustment increase in the cultivation tax despite a massive deflation in the local cannabis market. As a result, farmers that sold flowers last year at \$1,400 a pound are forced to sell at \$300 a pound to pay their bills. Due to the State's \$6.00 tax rate, those farmers would be paying a 53% tax rate of \$161.28 while the leaf and trim products are having to be sold by some farmers for \$15.00 a pound. They will be charged \$48 a pound in State taxes and at that price subjected to a 320% tax rate.

She referred to the chart on the tax impact and said as the sales price of products go down and farmers revenue goes down, the impact of these taxes becomes dramatic. She pointed out that this tax increase is taking place at a time when the State is seeing a \$31 billion budget surplus. The ongoing consequences of high state taxes combined with over-regulation has continued to economically challenge legal cannabis businesses as well as disincentivize the permitting and licensing of new cannabis businesses by local jurisdictions, including the City of Rio Dell.

She asked that the City Council consider sponsoring a resolution on the next City Council agenda, urging Governor Newsom and the California Legislature to immediately eliminate the cultivation tax and to establish a regulated environment for commercial cannabis activities that does not impose such barriers as to perpetuate, rather than reduce and eliminate the illicit market for cannabis.

City Clerk Dunham then read a public comment related to the recent decision of the City Council regarding the destruction of firearms. (Included as attachment 1 to these minutes).

CONSENT CALENDAR

Mayor Garnes asked if any councilmember, staff or member of the public would like to remove any item from the consent calendar for separate discussion.

Mayor Pro Tem Johnson removed Item 1, *Approval of Minutes of the November 16, 2021 Regular Meeting* for separate discussion.

Motion was made by Woodall/Carter to approve the consent calendar authorizing the Finance Director to sign and submit the City's Annual Transportation Development Act (TDA) Claim for FY 2021-22, adopting Resolution No. 1515-2021 amending the FY 2021-22 Budget to increase appropriations for replacement of the Finance Department server, adoption of Resolution No. 1516-2021 authorizing the purchase of two new vehicles, and to receive and file the check register for November. Motion carried 5-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Approve Minutes of the November 16, 2021 Regular Meeting

Mayor Pro Tem Johnson said that he removed the minutes from the consent calendar so he could abstain from vote as he was not present at that meeting.

Motion was made by Carter/Wilson to approve the minutes as presented. Motion carried 4-0 with 1 abstention.

REPORTS/STAFF COMMUNICATIONS

City Manager Knopp provided highlights of the staff update and noted that Mayor Garnes would be appearing on various radio stations along with other speakers advising listeners about waste reduction during the holidays, interviews for an OIT and part-time utility worker were completed with potential offers made next week for those positions, Apply-A-Line was out doing street striping today, staff was working with the State Water Board regarding the Prop 1 Water CIP grant which is good news, Rio Dell's sidewalk infill project was approved by HCAOG and will now go to the California Transportation Commission, an agreement was issued to G.R. Sunberg for street patch repairs, and staff was in discussions with GHD about making application for grant funding for the Painter St. Wastewater Line Upsizing Project.

Councilmember Woodall commented that she saw that the new Management Analyst was working.

City Manager Knopp said this was his first week on the job and that hopefully he would be available for an introduction to the Council at the next meeting.

Councilmember Woodall referred to the Police Department update and noted that the calls at 355 Center St. (River Bluff Cottages) had increased. She asked if they still have a security officer on duty and if that person should be handling some of those calls.

Chief Conner said that he had not seen a security officer on site but that the Manager handles some of the problems. He pointed out that the update did cover a 3-week period rather than the normal 2-week period.

Mayor Garnes asked for an update on the complaint on the dog on Gunnerson Lane.

Chief Conner said that he had spoken to Ranada Laughlin, the reporting party and learned that there was another incident with the same dog requiring her to use pepper spray on the dog and that information was turned over to the Animal Control Officer.

Discussion on City Social Media and Social Media Policy

City Manager Knopp provided a staff report and said that there has been discussion by both Councilmember Carter and Mayor Garnes regarding the need for the City to have a social media presence. He said that social media has been a trend both for businesses and the private sector however; the City currently has no official social media presence.

He explained that social media use by a government agency, its elected officials, departments and staff is more complicated than use by an individual or private business. He commented that having a social media page would be a useful tool in engaging the public but there are Brown Act implications for council members.

City Manager Knopp recommended that a social media policy be developed prior to implementation of a social media presence that is vetted by the City Attorney to ensure that the policy and presence adheres to the law. Provided with the staff report was a sample Social Media Policy.

City Manager Knopp said that staff's recommendation would be to direct staff to draft a Social Media Policy and return to the Council for consideration and further direction.

Councilmember Wilson asked if additional staff such as an administrator would be needed to manage the social media page.

City Manager Knopp explained that the public information officer function traditionally goes through the City Manager with the exception of law enforcement matters. He said whether there would be one single source Public Information Officer or one for each department would need to be determined in the policy.

Councilmember Woodall thought it was a good idea and said that she looked at the social media page for the City of Fortuna and the Fortuna Police Department and they looked very nice and had lots of information. She asked Councilmember Carter for the names of cities with Instagram accounts so she could look at them.

Councilmember Carter said that she was fully on board with developing a social media policy prior to implementing a social media presence understanding the need to be careful since the Brown Act could be violated.

She said that she looked at Facebook and Instagram and most all other agencies have Facebook pages. She noted that the City of Eureka does something called “community conversations” which features local non-profits and businesses which is great. They also reach out to local artists through Instagram. She pointed out that securing grant funding requires public support and having a social media presence would accomplish that. She said that Ferndale did something a little different in that they don’t list their page as the City of Ferndale but “Visit the City of Ferndale” and said that several other cities do the same thing. She asked if that would change the rules.

She noted that the Instagram page for Bishop is beautiful and said that it was interesting to look at the posts and comments which were mostly positive. Another good one to look at is Cal Cities. Having a social media presence is a nice way to network, sell the city and attract businesses. She acknowledged that there are certain dangers associated with a social media presence but it is a really good way to bolster public engagement. She volunteered to help run the social media presence for the City if needed.

Mayor Pro Tem Johnson said that he doesn’t know a lot about social media but it sounds like there is a lot of good information out there. On the flip side there is a certain amount of risk. He said that there is a tremendous benefit of not having to recreate the wheel noting that there are strong guidelines already established by other cities.

Mayor Garnes said that she supported the concept and looked forward to staff coming up with a solid social media policy. Related to grants, she said social media is probably the easiest way to get public feedback.

Mayor Garnes called for public comment on the subject. No public comment was received.

Motion was made by Carter/Woodall to direct the City Manager to draft a Social Media Policy and return to the Council for consideration. Motion carried 5-0.

Update on Clean California Grant

City Manager Knopp provided a staff report and said that on September 21, 2021 the City Council met to discuss the Clean California Grant Program. At that meeting, the Council directed that the item be referred to the Beautification, Walkability and Pride Committee to come up with recommendations for projects and report back to the Council. The committee met several times and settled on two recommended projects; the larger project being the Eel River Bike Trail and a smaller project which was enhancements to the Wildwood Avenue Gateway including uniform trees and exercise stations.

He pointed out that there is an extremely short timeline for grant submissions which is February 1, 2022. Because of the tight timeline associated with the grant submittal and the need to define or further refine the proposals to better match the grant’s criteria, staff would need additional unbudgeted assistance from GHD in order to submit plausible grant applications. He noted that staff and the Beautification, Walkability and Pride Committee would need to be involved in this grant application, particularly with public outreach during the end of December through late January.

He commented that this a competitive grant but he thinks the City has identified two projects that could potentially be awarded.

Staff's recommendation was that the Council authorize the City Manager to submit the scope of services with GHD for one project, both projects or neither of the projects.

Mayor Garnes pointed out that at the Clean California grant workshop, it was explained that they are looking at underserved communities and projects that transform those communities. The Eel River Trails Project as well as the Gateway Enhancement would be transformative and would draw people to the community. It would not only increase business but hopefully improve the health of the community.

She said that last week Senator McGuire had a town hall and talked about the Great Redwood Trail including Rio Dell and Scotia and connecting trails. She said that she thought the City had a better chance with this grant application than with the previous submittals.

Councilmember Woodall commented that when the Beautification, Walkability and Pride Adhoc Committee was first established, she asked if the committee's recommendations for projects would be brought back to the Council for consideration yet tonight is the first time she has heard the ideas which she finds to be problematic. She said that she did listen in on the committee's Zoom meeting and heard some of the discussion. She said that she was not in favor of exercise equipment being placed on the main thoroughfare of the City, and perhaps Memorial Park would be a more suitable location. She noted that the focus of the Clean California Grant is to clean up blighted areas and the Gateway does not fit into that category. She expressed disappointment in the committee not presenting its ideas to the Council as she was told emphatically that the ideas would be presented to the Council before any decision was made.

Mayor Garnes commented that the Eel River Trail Project was included as an item on a previous agenda.

Councilmember Woodall supported the Eel River Trail Project but had a problem with the Gateway Enhancement as a recommended project for the grant application.

Mayor Garnes apologized for not bringing both recommendations back to the Council for consideration and said if the Council wants to continue the item to the next meeting she would agree to that. She said she supported the idea of exercise equipment at Memorial Park.

Mayor Pro Tem Johnson said that he supported the Eel River Trail project and the Gateway Enhancement Project with a modification to include exercise stations at Memorial Park rather than along the Gateway.

Councilmember Wilson agreed and said he would like to see the projects move forward.

Councilmember Carter supported the projects as modified to include the exercise stations in the Memorial Park and asked if there are other gateways into the City.

City Manager Knopp commented that there are multiple gateways but when referring to the City's gateway, it is referring to the area on Wildwood Ave. from the north end of town where the meandering sidewalk begins to the south end of town.

Mayor Garnes called for public comment on the subject. No public comment was received.

Motion was made by Woodall/Carter to authorize the City Manager to execute the scope of services with City Engineer GHD for grant submission and return to Council with any needed budget adjustment up to \$21,400 with modification to the Gateway Enhancement to include exercise stations at Memorial Park. Motion carried 5-0.

Resolution No. 1513-2021 Declaring the Need for Continued Virtual City Council and Commission Meetings in Accordance with AB 361 or Resolution No. 1514-2021 Declaring the Need to Resume with In-Person/Virtual (hybrid) Meetings

City Clerk Dunham provided a staff report and explained that in order to continue utilizing the AB 361 exemptions to the Brown Act teleconferencing rules, the Council must make certain findings every 30 days and reconsider the circumstances of the emergency and determine if the emergency continues to directly impact the ability of the members to meet safely in person.

She noted that Mayor Pro Tem Johnson pointed out that on the second page of the staff report, there was no number included related to recent COVID cases in Humboldt County. She said at the time of agenda publication, those numbers were not available as they did not update the website over Thanksgiving. She reported that in looking at the numbers today, there were 14 reported cases in Rio Dell over the past week and a total of 80 cases from Friday to Monday countywide, including one hospitalization.

She then presented two options for the Council to consider: 1) adopt Resolution No. 1513-2021 declaring the need for continued virtual meetings for another 30 days; or 2) adopt Resolution No. 1514-2021 declaring the need to resume with in-person/virtual (hybrid) meetings.

She pointed out that the masking order that began on August 7, 2021 was still in place for indoor spaces so all participants would be required to wear a mask during the entire meeting regardless of vaccination status.

Councilmember Carter said that she would love to resume with in-person meetings but since she wears a mask all day at work she would prefer to continue meeting virtually for now.

Mayor Pro Tem Johnson commented that although he does not like wearing a mask, he would still rather meet in-person with a mask.

Councilmember Wilson noted that wearing a mask for two hours in a meeting is tough for him as it makes it hard to breathe and hard to understand what he or other people are saying. He commented that he didn't think the reported numbers of COVID cases are accurate and that social distancing seems to be the issue, especially during the holidays. He preferred to continue to meet virtually for another 30 days.

Councilmember Woodall supported resuming with in-person meetings like the City of Arcata and Humboldt Transit Authority.

Mayor Garnes said that she actually wouldn't mind going back to in-person meetings but if it means having to wear a mask through the entire meeting, she would prefer to continue to hold meetings virtually.

Mayor Garnes called for public comment on the subject. No public comment was received.

Motion was made by Wilson/Carter to adopt Resolution No. 1513-2021 declaring the need for continued virtual City Council and Commission meetings during declared State of Emergency pursuant to Government Code Section 54953 (AB 361). Motion carried 3-2 with Mayor Pro Tem Johnson and Councilmember Woodall dissenting.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Johnson announced that he had nothing to report other than his hunting trip to Colorado was extremely successful with three Elk harvested among the five hunters.

Councilmember Woodall reported that she would be attending a Humboldt Transit Authority (HTA) meeting tomorrow and asked if the Adhoc Façade Committee meeting could be changed from this Thursday at 1:00 p.m. to next week.

Committee member Carter agreed.

Councilmember Wilson reported that the December meeting for Humboldt Waste Management Authority (HWMA) was cancelled and the new Executive Director would be on board for the January meeting.

He also reported that Redwood Coast Energy Authority (RCEA) met a week early due to Thanksgiving and that they discussed the offshore wind energy project as well as development of an aqua farm on the bay. He said that it is good for economic development as well as good use of energy. As the offshore wind energy project moves forward, it has some pretty high potential for energy in the 150 MW range which is probably 4-5 times more than what the County uses now. He said that they will actually be able to export energy from the County through an electrical cable through the bay to where it's being transmitted. Being able to harness wind power 20 miles out in the ocean and being able to export it is a positive development for the use of power.

Councilmember Carter reported that the Beautification, Walkability and Pride Committee would be meeting tomorrow night and that she had not attended any meetings in November.

Mayor Garnes reported that she would be meeting with the Seismic Safety Committee on December 16, 2021.

ADJOURNMENT

Motion was made by Johnson/Wilson to adjourn the meeting at 7:55 p.m. Motion carried 5-0.

Attest:

Debra Garnes, Mayor

Karen Dunham, City Clerk



To: Mayor Garnes and Council Members

I am writing to express my extreme disappointment in a recent decision of the City Council related to the destruction of firearms. In talking to my neighbors and members of the community it seems that there is an overwhelming percentage of Rio Dell citizens that feel the same way.

The majority of Rio Dell residents are law-abiding citizens and strongly believe in the Second Amendment and the right to keep and bear arms. Come on folks....this is Rio Dell, not Oakland. Weren't each and every one of you elected to represent all the citizens of Rio Dell and not just a selected few. You should ALL vote on issues only after careful consideration and do what is best for the community, not what is best for you as an individual.

Apparently, these firearms were confiscated by the Rio Dell Police Department and never returned to their rightful owners for one reason or another. There are laws that prohibit criminals from owning firearms and that is understandable but to take firearms that are useful and have monetary value is shameful and not fiscally responsible. It is disappointing to see council members whom I voted for, act irresponsibly. If you think that destroying these guns is avoiding putting guns in the hands of criminals is ridiculous. No one can purchase a gun without going through the proper background check as one of the council members so accurately pointed out.

Can the City afford to throw away thousands of dollars simply because staff doesn't want to go to the trouble of selling the guns at auction or to a firearms dealer. I'm sure if you did your research, you would have found that most any of the local gun dealers would be more than happy to either purchase the guns or sell them on consignment for the City. And if you think that all these big cannabis taxes coming into the City is sustainable, you are kidding yourself. The City Council should be better stewards of the City's finances.

As a taxpayer and lifelong resident of the City, I am extremely disappointed for this course of action.

I'm sure if you took a step back and looked at what you as a City Council did, you would realize that it was not the right thing to do. I only hope that this decision can be reversed before it is too late.

A Rio Dell Concerned Citizen

**RIO DELL CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 9, 2021**

Mayor Garnes called the Special "Virtual" meeting of the Rio Dell City Council to order at 4:30 p.m.

ROLL CALL: Present: Mayor Garnes, Mayor Pro Tem Johnson, Councilmembers Carter, Wilson and Woodall

Others Present: City Manager Knopp

SPECIAL MEETING MATTERS – CLOSED SESSION

Mayor Garnes announced that the Council would be adjourning to closed session to discuss the following matter and called for public comment. No public comment was received.

Conference with Labor Negotiator – Designated Representative: Kyle Knopp, City Manager - Employee Incentive Program – Employee Organization(s): Rio Dell Employees Association, Rio Dell Police Officers' Association, and all Contract Employees (Pursuant to Government Code §54957.6)

The Council recessed into closed session at 4:30 p.m.

The Council reconvened into open session at 5:07 p.m.

Mayor Garnes announced that there was nothing to report out of closed session.

ADJOURNMENT

There being no further items to discuss, the meeting was adjourned at 5:08 p.m. to the December 14, 2021 Special meeting.

Debra Garnes, Mayor

Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL
SPECIAL MEETING MINUTES
DECEMBER 14, 2021**

Mayor Garnes called the Special Meeting of the Rio Dell City Council to order at 4:00 p.m.

ROLL CALL: Present: Mayor Garnes, Mayor Pro Tem Johnson, Councilmembers Carter, Wilson and Woodall

Others Present: City Manager Knopp, Finance Director Dillingham, Chief of Police Conner, Community Development Director Caldwell, Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor, and City Clerk Dunham

PUBLIC PRESENTATIONS

Mayor Garnes called for public comment on matters not on the agenda.

City Clerk Dunham read one public comment related to animal abuse (included with these minutes as attachment 1).

CONSENT CALENDAR

Mayor Garnes asked if any councilmember, staff or member of the public would like to remove any item from the consent calendar for separate discussion. No items were removed.

Motion was made by Johnson/Woodall to approve the consent calendar including the following three items:

- 1) Approve Hazard Premium Pay Bonus for Eligible Essential Employees During the COVID-19 Pandemic;
- 2) Adopt Resolution No. 1517-2021 Recommending Governor Newsom and the California Legislature Immediately Eliminate or at Least Significantly Reduce the Current Cannabis Tax;
- 3) Authorize the Mayor to Sign a Letter of Recommendation for Mayor Pro Tem Johnson to be Appointed to LAFCo

Motion carried 5-0.

Kelly from Margro Advisors thanked the City Council for passing the Resolution related to the State cannabis tax.

SPECIAL PRESENTATIONS

Presentation on Sustainable Groundwater Management Act

Summer Daugherty, Senior Environmental Analyst with Humboldt County Public Works provided a power point presentation and brief year-end update on implementation of the Sustainable Groundwater Management Act (SGMA) in the Eel River basin. In 2014, California enacted SGMA which applies to designated medium and high-priority basins within the state. The Eel River was identified as medium priority by the California Department of Water Resources (DWR) and subject to mandatory compliance requirements.

The County initially received a grant from DWR for technical studies and planning which led to the submission of a Groundwater Sustainability Plan. Also, in 2020, the County of Humboldt received a planning grant from DWR to perform additional field work, develop an integrated groundwater-surface water computer model, and prepare a GSP in collaboration with water suppliers, water uses, the Humboldt County Resource Conservation District, and the U.S. Geological Survey.

The purpose of SGMA is to provide local agencies with the framework to manage groundwater basins in a sustainable manner and to ensure groundwater pumping is not causing significant and unreasonable adverse impacts on users. Monitoring wells were installed and ultimately what they found was that the Eel River basin is maintained sustainably.

The public review period for the Administrative Draft Groundwater Sustainability Plan is November 22, 2021 through December 24, 2021. The plan was scheduled to be presented to the County Board of Supervisors on January 25, 2022 with submittal of the final plan to DWR on January 31, 2022 as required. The first annual report was due to DWR on April 1, 2022, allowing them two years to review the GSP.

Summer Daugherty acknowledged the public works department for participating in the monitoring process and said staff was very helpful.

Mayor Pro Tem Johnson said that he looked forward to getting the comments back from DWR on the draft GSP.

Councilmember Wilson asked if the drought situation continues, if it would affect the results of the study.

Summer explained that in looking at precipitation over the past 10 years, the water levels go down during the summer months but as soon as the rains start, they see the ground levels rise. As far as groundwater elevations, the biggest drop was 8-10 feet but the aquifers have the ability to bounce back quickly. She said that there were also no issues with water quality. She added that the Eel River basin is a healthy aquifer and does not fit

in the same box as the Central Valley. She noted that if every water supplier increased pumping by 150%, it would potentially be a problem.

The Council thanked Summer for providing the presentation.

Mayor Garnes called for public comment on the SGMA. No public comment was received.

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Mayor Garnes announced that the Council would be adjourning to closed session to discuss the following matter and called for public comment. No public comment was received.

Conference with Labor Negotiator: Designated Representative: City Manager, Kyle Knopp - Employee Organizations: Rio Dell Police Officers Association, Rio Dell Employees Association and all Contract Employees (Pursuant to Gov't Code Section 54957.6)

The Council adjourned to closed session at 4:24 p.m.

The Council reconvened into open session at 5:17 p.m.

Mayor Garnes announced that there was nothing to report out of closed session.

ADJOURNMENT

Motion was made by Carter/Johnson to adjourn the meeting at 5:18 p.m. to the January 4, 2022 regular meeting.

Debra Garnes, Mayor

Karen Dunham, City Clerk

complaints

From: City of Rio Dell <mike@pintermedia.com>
Sent: Monday, December 13, 2021 1:53 PM
To: complaints
Subject: Form submission from: General Complaint Form

Submitted on Monday, December 13, 2021 - 1:52pm Submitted by anonymous user: [66.76.172.195] Submitted values are:

Reporting Party Name:

Phone Number:

Address:

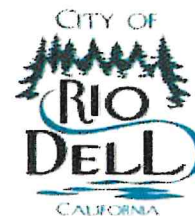
Location of Complaint:

Who Resides at Location:

Description of Complaint/Issue: Dear Rio Dell City Council, as an extra credit I am submitting this public comment complaint for your next meeting.

Animal abuse is real and takes many forms. I have written a statement to get everyone to think about the level of animal abuse here and everywhere. It starts with Jemma, a 9 year old Rottweiler who was left outside during the ice storm freeze warning. Jemma cried and cried, pawed at the door to get inside, but a mean mother of five left her outside so that her new carpets would not be ruin. In the morning they found Jemma frozen to core with one paw lifted towards the sliding glass door. In the arms of the angels, fly away from here. Jubbs was a Great Dane who loved to run. But his owners were lazy. They would "walk" Jubbs by making him chase the car as they drove around town. One day the owners decided they would see just how fast and far Jubbs would run. They drove and drove. Jubbs paws became bloody and eventually the car outrun the dog with Jubbs desperate to keep up. They lost track of him and backtracked to find him, using the bloody paw prints as a guide. They found Jubbs just a few feet from the river. He died of a heart attack complicated by dehydration. In the arms of the angels, fly away from here. Meat was a British Bulldog. His owners thought it was funny to overfeed him. They wanted him fat. Meat would be fed chicken skin, bacon grease and lard. Meat was kenneled and they wouldn't let him exercise or play. One day, they let Meat out to feed on buttered rice and when they returned to place him back in the cage, Meat was found face down in his food bowl unresponsive. In the arms of the angels, fly away from here. Kona was a German Sheperd wholoved and protected his family. Some out of towners arrived to do no good. As the family slept, they began to break into the home to take the valuable possessions of the family. Kona knew what was going on and took to action. He lept from the open dog door towards the burglars. There was a commotion and Kona was gunned down in a hail storm of bullets. In the arms of the angels, fly away from here. Please take care of your pets.
Sam R.

The results of this submission may be viewed at:
<http://cityofriodell.ca.gov/node/663/submission/850>



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)

DATE: January 4, 2022

TO: Mayor and Members of the City Council

FROM: Cheryl Dillingham, Finance Director *CD*

THROUGH: Kyle Knopp, City Manager

SUBJECT: Resolution No. 1518-2022 to Extend Alternative Payment Arrangements by Amending Resolution No. 1442-2020

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution No. 1518-2022 Amending Resolution No. 1442-2020 Policy Governing the Discontinuation of Residential Water Service to extend alternative payment arrangements from six months to twelve months.

BACKGROUND AND DISCUSSION

Senate Bill (SB) 998, also known as the Water Shutoff Protection Act, requires that the City have a written policy on discontinuation of water service. The policy is required to include a plan for deferred payments and alternative payment schedules. The City Council approved Resolution No. 1442-2020 establishing a Policy Governing the Discontinuation of Residential Water Service for Nonpayment on March 3, 2020. On April 20, 2020 Governor Newsom signed an executive order suspending the discontinuance of water service due to COVID-19.

Due to the suspension of water service shut-offs by the State some customers have accrued large outstanding water and sewer bill balances. In an effort to provide additional time for customers to pay outstanding balances and to reflect recommendations contained in the California Water and Wastewater Arrearage Payment Program Guidelines staff would like to extend the period for payment plans. It is recommended that the City Council approve the attached Resolution No. 1518-2022 amending Resolution No. 1442-2020 to extend the period for alternative payment arrangements from six (6) to twelve (12) months.

ATTACHMENTS

Resolution 1518-2022 Amending Resolution 1442-2020 Policy Governing the Discontinuation of Residential Water Service to Extend Alternative Payment Arrangements



RESOLUTION NO. 1518-2022
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL AMENDING RESOLUTION 1442-2020
POLICY GOVERNING THE DISCONTINUATION OF RESIDENTIAL WATER SERVICE
TO EXTEND ALTERNATIVE PAYMENT ARRANGEMENTS
FROM SIX MONTHS TO TWELVE MONTHS

WHEREAS, the City adopted Resolution 1442-2020 establishing a Policy Governing the Discontinuation of Residential Water Service for Nonpayment; and

WHEREAS, due to the COVID-19 pandemic and the suspension of water service shut-offs by the State some customers have accrued large outstanding balances; and

WHEREAS, to provide additional time for customers to pay outstanding balances and to reflect recommendations contained in the California Water and Wastewater Arrearage Payment Program Guidelines the City would like to extend the period for payment plans from six months to twelve months;

NOW THEREFORE BE IT RESOLVED that the City of Rio Dell City Council does hereby amend the Policy Governing the Discontinuation of Residential Water Service for Nonpayment Section IV. Alternative Payment Arrangements for Qualifying Customers, to extend the payment period from six months to twelve months as follows:

Amortization of unpaid amount. The City may offer customers the opportunity to amortize the delinquent amount over a period not to exceed twelve (12) months at the City's election. Amortization plans must be in writing and signed by the account owner.

PASSED AND ADOPTED by the City Council of the Rio Dell on this 4th day of January, 2022 by the following vote:

- Ayes:
- Noes:
- Abstain:
- Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk



675 Wildwood Avenue
Rio Dell, CA 95562-1597
(707) 764-5642

For Meeting of: January 4, 2022

■ Consent Item; □ Public Hearing Item

To: City Council
From: Jeff Conner, Chief of Police
Through: Kyle Knopp, City Manager
Date: December 26, 2021
Subject: Approval of the Department's Record Retention Policy

Recommendation:

That the City Council approve the attached Records Retention Policy of the Police Department.

Background and Discussion

The Government Code regulates the length of time that documents generated by local governments must be maintained. In the current age of large digital databases, there are only a few reasons to purge records as they do not occupy physical space and can be searched for relatively easily. Rather, the rationale for submitting this policy to your Council is to give guidance on what records need to be imported into our current case management system and to assist in our efforts at purging evidence that is no longer relevant.

Attachments

Record Retention Policy

**Record Retention Policy
Rio Dell Police Department**

For purposes of this policy, the term report includes all of the supporting documentation associated with the case including, but not limited to, forms, warrants, statements, pictures, body worn camera video, other video, and any other evidence that would routinely be sent to the District Attorney's Office to aid in prosecution.

Digital copies of records that are stored on a secure server that is backed up regularly are considered retained for the purposes of this policy.

Crime Reports

Misdemeanors

Those reports that were forwarded to the District Attorney's Office for prosecution will be held for a minimum of three years from the date the case was adjudicated or otherwise brought to conclusion. Those crime reports detailing misdemeanor crimes that were not forwarded to the District Attorney will be held for a minimum of three years from the date the incident was reported.

- Authority – Government Code Section 34090

Felonies

Those reports that detail at least one crime that was a felony with an aggravated term of incarceration of less than eight years and were forwarded to the District Attorney's Office for prosecution will be held for minimum of five years, or two years plus the length of the sentence, whichever is longer, from the date the case was adjudicated or otherwise brought to conclusion. Those felony reports that were not forwarded to District Attorney's Office will be held for a minimum of five years from the date the incident was reported.

- Authority- Government Code section 34090

Serious Felonies

Those reports that detail at least one crime that was a felony with a mitigated term of incarceration of eight years or more and were forwarded to the District Attorney's Office for prosecution will be held for a minimum of eight years, or two years plus the length of the sentence, whichever is longer, from the date the case was adjudicated or otherwise brought to conclusion. Those serious felony reports that were not forwarded to the District Attorney's Office for prosecution will be held for a minimum of eight years.

- Authority- Government Code section 34090

Reports Held Indefinitely

Those felony reports that detail crimes that include murder, attempted murder, sexual assault, child molestation, child abuse, or a crime that has a possible penalty of life in prison will be held indefinitely.

Non-Criminal and Accident Reports

Traffic Accident Reports

Those traffic accident reports that do not include a crime for which incarceration is a possible punishment shall be held for a minimum of three years from the date of the accident unless an infraction citation was issued and/or an injury was detailed. In those situations, the report shall be held for a minimum of five years from the date of the accident.

Missing Person Reports

Missing person reports shall be held for a minimum of two years from the date the missing person was located.

- Authority: Government Code section 34090

Internal Investigations

Those reports that detail the use of force that leads to serious great bodily injury or death of a person, or substantiated investigations that detail sexual assault or dishonesty in an official capacity, shall be held indefinitely. Complaints and any reports or findings relating to these complaints, including all complaints and any reports currently in the possession of the department or agency, shall be retained for a period of no less than 5 years for records where there was not a sustained finding of misconduct and for not less than 15 years where there was a sustained finding of misconduct. A record shall not be destroyed while a request related to that record is being processed or any process or litigation to determine whether the record is subject to release is ongoing.

Authority: Penal Code section 832.5

Informational Reports

Those other reports that are informational in nature will be held for a minimum of two years from the date the report was completed.

The above reports are all contained within the Department's case management system. These records should continue to be held for investigative purposes after the minimum retention period has expired unless the Chief determines that such retention is no longer in the best interests of the Department.

Background Investigations

Those background investigations of subjects that were subsequently hired by the Department shall be retained for a minimum of three years following the termination of employment. Those investigations of subjects who were not hired shall be retained for a minimum of two years from the date of the completion of the investigation.

Other Records

Other records held by the Department shall be held for a minimum of two years. Those records that have an expiration date, such as restraining and custody orders should be retained for the life of the document. Where possible, such records should be scanned and attached to the appropriate persons in our case management system.

Physical Evidence

Except in the following circumstances, physical evidence will be held for as long as the case(s) it is associated with.

Contraband

Items seized as contraband and not associated with a criminal case will be destroyed in a timely manner.

Found Property

The Department will take reasonable steps to return found property to its rightful owner. If those efforts are unsuccessful, after six months from the date of the report, the property can be destroyed or turned over to the person who turned it in if appropriate. Found property must have some inherent value in order to be stored. The Chief or his designee may determine that an item has no such inherent value. Items without inherent value will be disposed of in a timely manner.

Authority: Civil Code section 2080

Safekeeping – Persons Not Taken into Custody

The Department will hold items of personal property that were taken for safekeeping purposes when the owner was not taken into custody. If after six months, the owner has not reclaimed his/her property it will be disposed of unless it has a resale value of \$100 or more. In that case, the Department will send a letter via First Class Mail to the last known address of the owner advising them that they have an additional six months to retrieve their property before it will be destroyed.

Safekeeping – Persons Taken into Custody

The Department will hold items of personal property for persons taken into custody if no other arrangement is available. The Department will provide the person with a receipt and instructions for the retrieval of the property. The receipt and instruction shall notify the person that the property should be claimed within 60 days after the Department gains possession. Within 60 days the person may notify the Department that he or she is in custody and cannot retrieve the property and the Department should then hold the property for not longer than 10 additional months. In the alternative the person can authorize, in writing, for another person to retrieve the property.

Authority: Civil Code section 2080.10



*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
cityofriodell.ca.gov*

January 4, 2022

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorization for the City Manager to Execute Sole Source Purchase of Two Cat Generators and Related Equipment in the Amount of \$102,071

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute a sole source purchase of two Cat Generators and related equipment.

BACKGROUND AND DISCUSSION

The City's two Wastewater lift stations currently have access to 1970's era backup generators that have well exceeded their useful life. As part of the Council's adopted 2021-2022 Budget, \$65,000 was set aside for replacement of this equipment. The City also received a Public Safety Power Resiliency Allocation that currently has an unassigned balance of \$72,540. The Wastewater Superintendent has identified his recommended equipment to replace the generators and the City Manager has concurred that a sole source purchase is desirable. The City has received a quote for the equipment, including training and automatic transfer switches in an amount of \$86,502. When you include shipping and sales taxes, the total expected cost to the City is \$102,071.

The City intends to apply the remaining balance of the unallocated PSPS Resiliency allocation towards the purchase. Provided CalOES allows this use of the allocation, the total expected cost to the wastewater capital fund is anticipated to be \$29,531.

///

Date: December 17, 2021

Thank you for the opportunity to propose new Caterpillar power equipment from Peterson Power Systems. Selecting Caterpillar equipment assures you of durable, reliable, and high quality products. Choosing Peterson assures you detailed customer service throughout the purchase, start up, and ownership process.

I am pleased to quote as follows:

Item	Qty	Description	Unit Price	Ext. Price
1	2	C4.4 - 50kW Outdoor packaged standby generator set 240 volt wye, three phase, 60hz, 1800 rpm, including: UL2200 IBC Seismic Certification EPA Certified for Stationary Emergency Use EMCP 4.2 Control Panel NFPA 110 Local Alarm Panel Circuit Breakers 1 x 150 amps 100% Rated Breaker, LSI with shunt trip and aux contacts PMG Excitation Jacket Water Heater Anti-condensation alternator winding space heater, unit mounted DC Charging Alternator Starting Motor AC Battery Charger Starting Batteries w/ Rack Seismic Vibration Isolators (1) Remote Annunciator Module, 16 light, shipped loose (1) Remote E Stop shipped loose 5 Year Extended Warranty Package Genset Test Operation and Maintenance Manuals Freight: FOB Jobsite Off loading, crane, rigging and installation by others Fuel provided by others	40,977.00	81,954.00
2	0	Cat outdoor enclosure – No Enclosure Open unit	N/A	N/A
3	2	Fuel Tank – UL 142 Integreal tank 137 gallons, 24+ hours run time at 100% load, 5 gal spill containment w/ overflow Includes Extended Vents - Shipped loose, installed by others	Included	Included
4	2	Automatic Transfer Switch - CAT CG 160 Amp, 3 pole, NEMA 1 Open Transition - No Bypass	2,274.00	4,548.00
5	2	Start Up, Testing, and Commissioning Services Fuel tank pressure tested w/Fire Marshall during regular business hours Genset start-up, testing and commissioning services ATS startup combined with generator startup, separate dedicated trips are charged at an additional hourly charge. Performed during regular business hours Standard start up includes: fuel alarm setup, interconnect wiring verification 4 hour, 1.0 PF Load Bank Test w/50' cable standard length NFPA 110 test using dealer supplied load bank Fuel not included	Included	Included
6	1	Training One 2 hours on site session w/ owner's representatives during regular business hours	Included	Included

BASE BID – Subtotal less sales tax and delivery freight 86,502.00

Estimated Delivery Freight*	\$4,000.00	\$8,000.00
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*Freight costs in our proposals will be estimates, not fixed cost offerings. The actual freight cost will be determined at the time of shipment and will be transacted at our net cost.

TOTAL BID PRICE - INCLUDES FREIGHT 94,502.00

Date: December 17, 2021

Quote Valid for 14 days - Quote subject to price increase after 14 days
 Freight costs are subject to change, and will need to be re-quoted at time of delivery

Notes (N), Deviations (D), Exceptions (E):

- (N) Fuel not included
- (N) Coordinated breakers are not provided at time of quoting - Upcharges could apply if required

Dimensions: Estimated L x W x H of generator and fuel tank assembly

Length	Width	Height
98"	40"	80"

Weight: Estimated pounds of assembled generator, enclosure and fuel tank 3,000 lbsEquipment Available: Estimated weeks after submittal approval 25-27 weeks

Submittal Availability: Estimated 2-4 weeks

Freight: FOB Jobsite. Off loading, crane, rigging, and installation by others

Credit: Order subject to approval. Ten percent (10%) down with order, twenty five percent (25%) due at submittal approval, and sixty five percent (65%) due at delivery of equipment. Payment due net 30 days from date of invoice.

Standard Exclusions (unless expressly provided for in writing in the quote):

- All off engine piping, hangers, flanges, gasket, bolts, insulation, other materials and labor to install.
- Items noted are "shipped loose" for contractor installation including any required interconnecting piping or to customer connections.
- Permits: Any and all permit applications or costs including but not limited to local City, County, State and AQMD. Peterson Power will provide information as requested for use with permit application but assumes no responsibility or obligation to apply for or obtain subject permits. Peterson Power has provided equipment that to the best of our knowledge complies with all local, state and federal requirements.
- Testing: Any and all associated testing, inspection, equipment, and certifications requested or required to be performed by a third party including circuit breaker coordination, system commissioning or building load testing. Not limited to NETA testing, infrared scanning, harmonic content or other 3 party agency testing of switchgear, switchboards, protective relays, circuit breakers, arc flash studies and reactive load testing.
- Additional items that may be required by local utility for interconnection and parallel operation.
- Electrical, Mechanical, Civil, and Structural professional engineering and design services. Peterson is not responsible for systems design or engineering and does not guarantee system performance standards. Peterson will provide documentation and assistance to others responsible for engineering, design and performance.
- Engineering services other than supply of Peterson Power Systems standard drawings, equipment cut-sheets and controls per quoted scope of supply.
- Startup and Commissioning service charges other than as noted in the quoted scope of supply. Additional field or shop labor including travel costs to/from the jobsite will be quoted and charged separately at time of requested services.
- Balance of plant equipment, controls, and monitoring except as quoted.
- All fuel system piping and equipment not limited to: supply, return, venting, vent extensions, flame arrestors, coolers, valves, pumps, filters, storage tank and senders external to the generator set package. All fuel for testing and initial fill and on site fuel tank pressure testing.
- Intake and exhaust louvers, air dampers, sheet metal ducting, flex adapters, sound baffles, all off engine piping, connectors, labor, and coolant for remote cooling systems.
- All off engine wiring, field terminations of wiring, lugs and connectors.
- Mounting bolts and anchors.
- Environmental Protection Agency (EPA), local air quality district or Authority Having Jurisdiction (AHJ), including acoustical.
- All protective relay settings, breaker settings, PLC programming and all other device programming.

Date: December 17, 2021

- Site specific labeling, exhaust back pressure, vibration analysis and airflow restriction.
- Any bonds, payment, or performance bond or other type of bond.
- Any application sales tax, permits, fees, or licenses.
- All items listed above are excluded and will only be supplied by Peterson Power Systems if agreed upon, in writing, by sales representative for Peterson.

Quote Term, Scope:

The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, or fuel, unless otherwise stated. This Quote / Proposal is subject to the Standard Commercial Terms and Conditions on the attached to this Quote/Proposal.

SPECIAL NOTE ON STEEL AND FREIGHT COSTS

Due to the increasing cost of freight and commodities, (steel and copper) Peterson is making the following changes to our terms effectively immediately.

- Quote validity is 14 days.
- Freight costs in our proposals will be estimates, not fixed cost offerings. The actual freight cost will be determined at the time of shipment and will be transacted at our net cost.

Inclusion of dates or delivery times in this Quote or any purchase order connected with a Quote are for reference purposes only. Please collaborate closely with Peterson as you make commitments to your customers to assure we can meet your budget and delivery requirements.

Be assured that Peterson is working diligently to manage costs and lead times. Our entire staff is focused on managing our way thru these volatile times. Your sales rep or project manager is the best source for accurate up to the minute information.

Thank you for considering Peterson Power Systems. Please contact me with any questions regarding this proposal. I am available to discuss design and planning concerns with you.

Sincerely,

Thao Maw
PPSI Sales Rep
(510) 206-2114

Accepted By:

Signature_____
Date_____
Printed Name_____
Company Name_____
Purchase Order #

Standard Commercial Terms and Conditions

- 1 **Conditions.** These Terms and Conditions (collectively, "Terms") together with the Quote, Sales Order and/or Credit Application on the front side, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified in this Agreement and Peterson Power Systems, Inc. ("Peterson") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the equipment ("Equipment") identified in this Agreement.
- 2 **Quote Term, Scope.** The Quote is valid for 14 days. The price is firm provided drawings are approved and returned within 14 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. The Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation, fuel, or permits unless otherwise stated.
- 3 **Order and Delivery of Equipment.** Any and all references to dates or delivery are for planning and scheduling purposes only. No guaranty is stated or implied, retention and or back charges are expressly excluded. All orders for equipment are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Peterson will exercise commercially reasonable efforts to meet any performance dates set forth in the Agreement, but Customer understands and agrees that any such dates are estimates only and failure by Peterson to deliver any equipment by such date shall not be deemed a breach of the sales agreement. Company will have no liability for any loss associated with the delay in the delivery of equipment, additionally, Peterson will not be deemed in breach of its obligations under this Agreement or otherwise liable to Customer or any third party for any costs, charges, losses sustained or incurred by Customer or applicable third party for any delay in the delivery or equipment arising out of, caused by or in any way related or connected with any circumstances beyond Peterson's control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents (defined below), acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer.
- 4 **Customer's Obligations.** Customer shall comply with Applicable Law (defined below) in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the Agreement and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the equipment and each and all of them, subject to the Agreement, as stated or endorsed by Company or the manufacturer of such applicable equipment. Customer shall cooperate with Peterson in all matters relating to the sale and delivery by Peterson of the equipment. The representations and warranties of Customer under this Agreement, including, but not limited to, the foregoing, shall survive any expiration or termination of this Agreement.
- 5 **Cancellation; Charges.** If Customer cancels all or a portion of this Agreement after its release to Peterson, written cancellation notice is required.

Calendar Days	Cancellation Schedule	Cancellation Charge
From	To	Percent of Order
Order	15 ARO	5
16 ARO	30 ARO	10
31 ARO	60 ARO	20
61 ARO	91 before RTS	70
90 before RTS	On/after RTS	90

ARO – After receipt of order, RTS – Ready to ship

- 6 **Pricing:** Unless expressly provided for in writing on a quote, pricing for future orders is subject to change without notice. Unless otherwise stated pricing and risk of loss for purchased equipment is FOB Peterson's site. If purchased equipment is shipped FOB factory, pricing and risk of loss is the responsibility of the customer and any claims for shortages, damages, or delays must be made by Customer direct to the carrier.
- 7 **Taxes:** Customer will promptly pay to Peterson any taxes that Peterson is required to collect with respect to the purchase of the equipment or any amounts payable by Customer under the Agreement, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes on which Customer claims exemption, Customer must provide Peterson with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer refuses or fails to provide an appropriate exemption certificate and supporting documentation, as determined by Peterson, Customer will remain liable for all such Taxes. Customer will indemnify, defend and hold harmless Peterson for any and all claim, loss or liability related to Taxes for the equipment. To the extent any taxing authority audits Peterson and assess any taxes related to this purchase, the Customer shall provide proper documentation to support that such taxes have been paid, and will be responsible for any unpaid assessments, interest, penalties, withholdings, defense cost and/or reimbursement to Peterson of defense cost.
- 8 **Freight:** Freight costs in our proposals will be estimates, not fixed cost offerings. The actual freight cost will be determined at the time of shipment and will be transacted at our net cost. Freight costs indicated in the Agreement/Quote are estimated and subject to change. Any delivery, shipping, installation or performance dates indicated in this Agreement/Quote are estimated and not guaranteed. Peterson shall use best efforts to meet estimated dates, but shall not be liable for any delay in delivery, shipping, installation or performance, however occasioned.
- 9 **Title, Risk of Loss:** Title and risk of loss for the Equipment shall pass to Customer with delivery made in accordance with the delivery terms set forth above.
- 10 **Inspection and Acceptance:** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Peterson within five (5) days from date of delivery after which time Equipment shall be deemed accepted. Peterson shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Peterson) or allow Peterson another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.
- 11 **Payment Terms, Credit, Retainage:** For Customers with an open credit account with Peterson, payments terms are 10% with order, 25% due at submittal approval, and 65% at delivery of material unless otherwise stated in the proposal. Payment due Net 30 from the date of invoice. For Customers who do not have an open credit account with Peterson, progress payments with full payment in advance may be required. Peterson may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold equipment until receipt of full payment then owing by Customer to Peterson, whether such outstanding obligation of Customer is for the equipment described on the reverse side or otherwise. If payment is not received when due, in an addition to any rights Peterson has under the law and charges that Peterson may levy against Customer under statute (including attorney fees and costs of collection), Peterson may charge customer eighteen percent (18%) interest annually, or the maximum amount allowed by law, on late payments. Payment shall be due in advance if Customer does not have approved credit. Retainage is not acceptable nor binding, unless accepted and confirmed in writing by Peterson prior to shipment.

Date: December 17, 2021

- 12 **Invoice, Fees and Expenses:** Failure to notify Peterson in writing of any dispute regarding an invoice within thirty (30) days of receipt thereof will be deemed a waiver by Customer of Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.
- 13 **Bonds:** Cost for any required bid bond, payment and performance bond, or any other type of bond will be reimbursed to Peterson by Customer.
- 14 **Permits, Fees, & Licenses:** Cost for any permits, fees, and licenses are the responsibility of the customer and if paid for by Peterson, will be reimbursed to Peterson by Customer.
- 15 **Temporary Storage of Equipment Purchase:** Whereas Customer has purchased the equipment listed in this agreement from Peterson, and Customer has requested that Peterson provide storage for the equipment until such time as Peterson has the equipment delivered to their site, Customer will pay Peterson a monthly storage fee, and Exhibit A will be applicable and incorporated in these Terms.
- 16 **Training, Startup Services, Installation:** Startup services, load bank testing, commissioning, and owner training are not provided, unless otherwise stated in the quote. Site startup services require customer's account be current and will be performed during regular Peterson business hours, Monday through Friday. Additional charges may be added for work requested to be done outside normal business hours, on weekends or holidays. One visit for startup is allowed unless specified otherwise in the quote. A minimum of two weeks prior notice is required to schedule site startup and subject to availability of startup technicians and prior commitments of equipment. A signed site check sheet confirming system readiness is required, including and not limited to; wire termination, fuel lines connected, fuel tank full, and exhaust system complete. Peterson personnel may perform an installation audit prior to startup being completed to assure system readiness for startup. Any issues identified by the installation audit may be corrected at the customer's expense prior to startup. Portable load banks for site test (if offered in the Quote) are equipped with only 50 feet of cable. Additional lengths may be arranged at an extra cost. Installation of equipment is performed by others and not included unless otherwise stated in the quote.
- 17 **Warranties:**
- (a) **Equipment:** For new equipment purchased by Customer from Peterson, Customer understands and acknowledges that (i) Peterson is not the manufacturer of the equipment or any parts thereof; (ii) Peterson does not and will not have any liability or responsibility to Customer or any third party with respect to any warranty for the Goods, except that Peterson will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any claims Customer or its Agents may have with respect to the manufacturer's warranty shall be made solely against the manufacturer. Notwithstanding anything contained to the contrary in this Agreement, including this **Section 17(a)**, Peterson makes no representation or warranty as to the equipment, its condition, purpose or use, or as to any manufacturer's warranty for such Goods.
- (b) **Extended Protection or Coverage:** Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.
- (c) **Disclaimer of Warranties:** Except as may be expressly described in the Agreement and these terms, company makes no warranty of any nature, scope or kind whatsoever hereunder. Peterson disclaims any warranty, express or implied, including, but not limited to, any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Peterson is neither a manufacturer of the goods or any parts thereof nor an agent of a manufacturer of such goods. Although Peterson may administer warranties issued by a manufacturer, Customer acknowledges and agrees that: (1) any express warranties by such manufacturer are not the responsibility of Peterson; (2) such manufacturer's warranty may contain limitations; and (3) Customer may incur certain repair, transportation or other charges by Peterson which are not covered by such manufacturer's warranty. Any warranty by Peterson shall be null and void and have no legal effect if Customer has failed to pay for the equipment at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Peterson.
- 18 **Limitation on Warranties:** Peterson expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability and warranty for fitness or a particular purpose, to the extent permitted by law. The warranties set forth herein are the sole warranties made by Peterson. Some states do not allow limitation on warranties, so these limitations may not apply to you. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to application guidelines; (b) normal wear and tear; (c) improper and/or unauthorized installation; (d) negligence, accidents or misuse; (e) lack of maintenance or unauthorized repair; (f) noncompliance with any Peterson published guideline or policy; (g) use of improper or contaminated fuels, coolant or lubricants; (h) improper storage before and after commissioning; (i) owners delay in making Equipment available after notification of potential equipment problem; (j) replacement parts and accessories not authorized by Peterson; (k) owner or operator abuse or neglect such as: operation without adequate coolant or lubricants; over fueling; over speeding; lack of maintenance to lubricating, cooling or air intake systems; late servicing and maintenance; improper storage; starting, warm-up, run-in or shutdown practices, or (l) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.
- 19 **Limitation of Liability:**
- (a) IN NO EVENT SHALL PETERSON, ANY PETERSON ENTITIES, AFFILIATES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, AGENTS OR SUCCESSORS OR ASSIGNS (collectively, "Company Party") BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS AGREEMENT.
- (b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE SALE OR DELIVERY BY PETERSON OF THE GOODS, OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF PETERSON OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF PETERSON OR ANY PETERSON PARTY ARISING OUT OF THIS CSA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR TEN MILLION DOLLARS \$10,000,000.
- (c) THE PARTIES AGREE THAT THIS **SECTION 19** REPRESENTS A REASONABLE ALLOCATION OF RISK.
- (d) THE PROVISIONS OF THIS **SECTION 19** SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- 20 **Indemnification:** Neither Peterson nor any Peterson Party will be responsible for any loss or injury resulting from the condition of the Goods sold, including, but not limited to, any defects in the equipment or from the subsequent use of the equipment. Customer expressly agrees as a condition of the purchase and sale of the equipment that Customer will indemnify, defend and hold harmless Peterson and any applicable Peterson Party from and against any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent, contractor, employee, heirs, or successor or assigns of such owner or user or by any third party arising from the condition of the equipment, including but not limited to, any purported defect in the equipment or parts thereof, or by reason of the use of the equipment. Customer agrees to assume all responsibility in connection with the equipment upon delivery thereof to Customer or to a common carrier.

Date: December 17, 2021

Customer shall indemnify and hold harmless Peterson and the Peterson Party from and against any and all losses, expenses, demands, and claims made against Peterson by Customer, its Agents, any subsequent owner or user of the equipment or any persons claiming under or through such persons because of injury or illness (including death), actual or alleged, whether caused by the sole negligence of Customer, its Agents, such subsequent owner or user or person claiming under or through such persons (the "Customer Parties"), the concurrent negligence of Peterson with Customer, or any Customer Parties arising from, resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the equipment. Customer agrees to defend any suit action or cause of action brought against Peterson or the Peterson Party based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including reasonable attorney's fees in connection therewith or resulting therefrom.

- 21 **Force Majeure:** Peterson shall not be liable, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement to the extent such failure or delay is caused by or results from acts or circumstances beyond Peterson's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, Bankruptcy, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.
- 22 **Privacy Statement:** Customer consents to the collection, use, retention and disclosure of information by Peterson and/or a Peterson Party in accordance with Peterson's Privacy Statement, which is posted on Peterson's website (as such statement may be revised from time to time), and agrees that such information may be accessed by Peterson or a Peterson Party and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.
- 23 **Entire Agreement:** This Agreement and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this Agreement.
- 24 **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.
- 25 **Severability:** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.
- 26 **Counterparts:** This Agreement may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.
- 27 **Assignment:** Neither Party may assign, convey or transfer this Agreement, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Peterson may assign this Agreement or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Peterson or its parent company.
- 28 **No Waiver:** A waiver of any term, right or condition of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.
- 29 **Relationship of the Parties:** No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Peterson.
- 30 **Construction:** Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this Agreement and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this Agreement. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this Agreement, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this Agreement and that in the event of any ambiguity in any provisions of this Agreement, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.
- 31 **No Third Party Beneficiaries:** Unless otherwise expressly provided, no provisions of this Agreement are intended or will be construed to confer upon or give to any person or entity other than Customer and Peterson any rights, remedies or other benefits under or by reason of this Agreement.
- 32 **Attorneys' Fees, Enforcement Costs and Expenses:** If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.
- 33 **Governing Law, Venue:**
 (a) This Agreement and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Peterson at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Peterson at its office within such state. For agreements made or accepted by Peterson in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this Agreement. For agreements made or accepted by Peterson in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington.
- (b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.
- 34 **Survival:** Notwithstanding anything contained herein to the contrary, Sections 7, 17(c), 19, 20, 21, 22, 30, 32, 33, and 34 will survive any termination or expiration of this Agreement.



Staff Highlights – 2022-01-04

City Council

City Manager

Meetings with Façade improvement Program Ad Hoc.

Work on development of 2022 Pave Program and 2022 Patch Repair Project.

The City received approval from CalRecycle for the SB 1383 Rural Waiver.

There was no significant damage to City facilities during the 12/20 seismic event. Some items fell off shelves and beakers broke in the lab. In the immediate aftermath the City's Public Works crew worked out about half a dozen waters leaks, and there were at least two residential water heaters that broke off their base. Several of Grundman's windows broke. Overall though the impact was light in comparison to some of the larger earthquakes of the past. Public Works and the Police Department immediately sprang into action and did a great job.

City Clerk

Processed seven (7) Building Permit Applications:

393 Orchard St. – Sewer Lateral Repair/Cleanout

329 Douglas St. – 7 New Vinyl Windows

625 Northwestern Ave. – 6 Greenhouses

230 Smither Ct. – Utility Room Addition

305 Columbus St. – 200 Amp Service Panel Upgrade

351 Ogle Ave. – Gas Water Heater, Gas and Water Shutoff Valves

675 Wildwood Ave. – Solar and Backup Generator

Processed One (1) Business License Application:

Giacomini Services – Insurance/Bookkeeping Service

Processed one (1) Encroachment Permit Application:

Joe Rocha – 100 Atlanta St. – Water Service

Misc:

Submitted Employment Data Report for December

Submitted Quarterly Building Permit Report to County Assessor



Attended Beautification, Walkability and Pride Committee Meeting on 12/16/21

Had a wonderful surprise party in honor of my 40th year with the City! Thank You Everyone!!

City Attorney

Human Resources, Risk & Training

Finance Department

Public Works Water

Public Works Wastewater

Wet weather preparation of the collection system. Changed out pump belts, Deragged and serviced lift station pumps.

Mobile generator repair came by and Repaired transfer switch for Fern St. lift station.

Interviews for the OIT position.

Check up Meeting with GHD: Scheduled site visits for GIS training, Collection System concerns and discussed construction grant application for painter St upsizing.

Received quotes for replacement generator for lift stations.

Working on the SSMP audit for potential Council review at a later date.

SSO training at the Corp yard with Orrin from Fresh Water environmental.

Earth quake: Checked out Sewer collection system and Water Tanks. Had a power issue at Fern St. ran stand by generator for a few hours.

Public Works Streets, Buildings and Grounds

Public Works City Engineer

Public Works Capital Projects

Police Department

Community Development Department

Water Heater Inspection 351 Ogle Avenue.



Solar/Back-up Generator Inspection 2221 Miller Court.

Solar Inspection 168 Birch Street.

Follow-up on BOE Annexation filing and transfer of strip of land at HRDBP from County to City.

Prepare Plan Check Agreement for Rio Dell Leasing, 40,000+/- square feet of greenhouses at HRDBP. Send plans out.

Sheetrock Inspection 2401 Rio Vista Lane.

Prepare application and Letter of Intent for Façade Improvement Program. Attend Façade Improvement Committee meeting.

Review and comment on Sign/Billboard RFP.

Review Housing Element Implementation Programs. Review SB 35, AB 101 & AB 2162 regarding streamlining permit process for affordable housing. Review City of San Jose and Morgan Hill's regulations. Contact HCD for direction. Prepare Fact Sheets, AB 35 local Tribble referral handout, prepare DRAFT Ministerial Process Ordinance/Procedures.

Respond to BCC regarding Humboldt 454 license status. Humboldt 454 let their State Distribution license expire.

Meeting with Margro Advisors, Mayor, City Manager, Police Chief and City Analyst regarding possible Cannabis Farmers Market. The event would be a Cannabis Farmers Market where local cannabis farmers and cannabis retailers throughout the State would setup booths to market their products and network with one another as allowed by the Bureau of Cannabis Control. The preliminary dates would be September 24th and 25th, 2022.

Prepare Cannabis Tax Resolution, Staff Report and cover letter.

Review City Hall Solar/Back-up Generator Plans. Refer to BPR and Fire District for Plan Check.

Phone meeting with Glenn White and the City Manager regarding status of project, timeline for completion, removal of temporary structures. Glenn to provide construction schedule.

Intergovernmental

Humboldt-Rio Dell Business Park



*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
cityofriodell.ca.gov*

January 4, 2022

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Presentation and Update on Water and Wastewater Rate Study

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation. Provide direction to staff, if any.

BACKGROUND AND DISCUSSION

On April 21, 2021 the City Council of the City of Rio Dell approved the issuance of a Request for Proposal for a professional water and sewer rate study. This RFP was developed by an Ad Hoc Committee composed of Councilmember's Wilson and Johnson in conjunction with staff. On July 6, 2021 the City Council approved the firm Lechowicz and Tseng to conduct a Water and Wastewater Rate Study on behalf of the City.

The primary objective of the study is to develop a five-year rate schedule for water and wastewater services that equitably distributes costs to customers and adequately funds operations, debt service, reserves and capital projects.

Representatives from Lechowicz and Tseng will present the attached powerpoint. As this is the Council's first opportunity to be briefed on this issue, no action is requested of the Council at this time. This is an opportunity to gain an understanding of what the rate study is showing and highlight some of the identified issues to consider for the Council.

Water Issues to Consider:

Fixed Vs. Variable Rate Recovery Options (Page 20 of Powerpoint). The current actual revenue source model shows 73.6% fixed base charge, and 26.4% based upon consumption. Should this model move towards a 50/50 model?

Water Low Income Discount (Page 26 of Powerpoint). Using late fee revenue, should the City implement a Low Income Discount using the PG&E CARES program as proof of eligibility?

Wastewater Issues to Consider:

Fixed Vs. Variable Rate Recovery Options (Page 36 of Powerpoint). The current actual revenue source model shows 70.5% fixed base charge, and 29.5% based upon water consumption during winter months. Should this model move towards a 50/50 model?

Wastewater Low Income Discount (Page 42 of Powerpoint). Using late fee revenue, should the City implement a Low Income Discount using the PG&E CARES program as proof of eligibility?

Major Capital Projects Consideration - Water:

For the water system, the City currently has three significant grants in process at the state and federal levels, totaling \$14,900,000 in major capital improvements. This includes the Distribution System Upgrade (\$9.5m) in process at the state level, and two federal Hazard Mitigation Grant Program applications (HMGP) for the Eel River Crossing Seismic Upgrade (\$3.5m) and the Douglas Tank Seismic Upgrade (\$1.9m). City staff believes all three grants are likely to be awarded to the City; however the matching requirements for the water fund remain undefined. The City has been informed that more information will be forthcoming on or around November of 2022.

Three scenarios are listed on Page 15 of the Powerpoint, including (1) a loan for the total amount of the financial assistance for the capital projects, (2) a 90%/10% split between a grant and a loan, and (3) a 100% grant scenario. At the moment, the staff believes that the 90%/10% split is the most likely scenario for the City, based upon correspondence with state officials. Additionally, it is possible the State could fund a portion of the 25% local match for the HMGP projects. Again, these important details are not expected to be defined for the City for another ten months, or possibly longer. Should the rate study be delayed one year in hope that the answer to these questions is better defined down the road?

Major Capital Projects Consideration - Wastewater:

The type, size, scope and City financial obligations for future major wastewater capital projects remains largely undefined. The City is currently conducting a Sanitary Sewer Evaluation Study (SSES) that is not expected to be completed until 2023. The SSES will ultimately help define needed investments on the collection piping system and also help make the system more eligible for grants. The "Painter Street Upsizing" project is currently being developed for a grant submittal to the State and the Council has earmarked funds from the federal American Rescue Plan Act to help cover local match requirements. The other outstanding wastewater capital improvement is related to disinfection byproduct elimination, either through a new method using existing systems, or the installation of a more expensive UV Disinfection system.

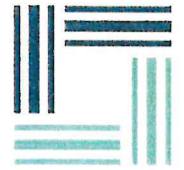
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CITY OF RIO DEL

Water and Sewer Rate Study Draft Rate Scenarios

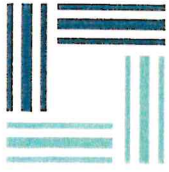


City Council Workshop
January 4, 2022



LECHOWICZ + TSENG
MUNICIPAL CONSULTANTS

Catherine Tseng
Project Manager



Background

Water Rates

Rates have increased each year since 2015

Rate structure was last updated in 2015

Wastewater Rates

Rates have increased annually by the change in the CPI since 2013

Rate structure was last updated in 2014

Enterprise funds

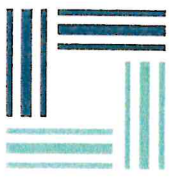
Self supported from rates and charges

Separate from General Fund

No tax revenue received

Rate study covers 5-year period (FY2023 through FY2027)

New rates effective July 1, 2022



Proposition 218

Adopted by California voters in 1996 and added Articles 13C and 13D to the California Constitution

Governs how property-related charges are adopted

- Rates must be based on the reasonable cost of service

- Rates must proportionally recover costs based on how customers take service

- Revenues from rates can only be used for intended purpose

- Covers rates over a maximum 5-year period

Procedural requirements:

- Conduct a rate study

- Mail a notice to property owners

- Hold a public hearing a minimum of 45 days after notice is mailed

- Rates cannot be adopted if more than 50% of ratepayers submit written protests



Water & Sewer Fund Objectives

Meet debt service coverage (1.2x)

Financial measure of an agency's ability to repay outstanding debt

Net Operating Revenue/Total Annual Debt Service => 1.20

Meet Fund Reserve targets

Operating Reserve Target = 30% of annual operating costs

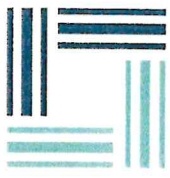
Capital Reserve Target = \$1.0 million

Debt Service Reserve Target = Total debt service for one year

Maintain positive net operating revenues

To ensure the each utility is covering its cost of service

To avoid an operating deficit and dipping into reserves



Why Rate Increases Are Needed

Fund the cost of providing service:

Operating & maintenance costs

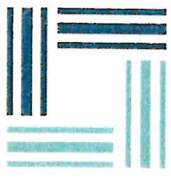
Debt service obligations

Debt service coverage covenants

1.20 times the annual payment

Capital improvement projects

Maintain reserve funds for emergencies



Cash Flow Scenarios vs Rate Options

Cash Flow Scenarios

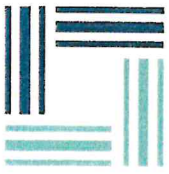
- Financial plan to determine annual revenue requirements
- Incorporates operation and maintenance costs, capital expenditures, debt service, and growth estimates
- Determines how high rates will increase

Rate Options

- Rate design to proportionately recover costs from customers
- Analyze customer and consumption data
- Determines how rates are structures

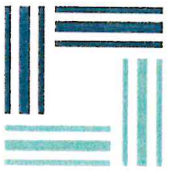
WATER RATES





Historic and Current Monthly Water Rates

Calendar Year	2016	2017	2018	2019	2020
BASE RATE (2) All Customers per EDU % Change	\$40.06	\$46.63 16.4%	\$47.57 2.0%	\$48.50 2.0%	\$49.48 2.0%
CONSUMPTION RATE (3) All Consumption per ccf % Change	\$2.61	\$3.04 16.5%	\$3.10 2.0%	\$3.17 2.3%	\$3.23 1.9%
ADDITIONAL CHARGES Dinsmore Zone (4) % Change	\$39.13	\$65.21 66.6%	\$65.36 0.2%	\$65.51 0.2%	\$65.66 0.2%



Water Rate Components

1. FIXED CHARGE:

All customers are charged the same fixed charge based on meter size

Levied regardless of water consumption and recognizes that even when a customer does not use any water the City incurs fixed costs associated with maintaining the ability or readiness to serve each connection

Currently generates 73.6% of total water sales revenues

2. CONSUMPTION RATE PER CCF:

All customer classes are billed at a single tier and pay the same charge per unit (1 CCF = 748 gallons)

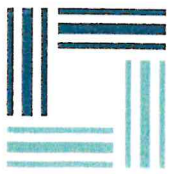
Recovers costs that vary based on the amount of water used, such as utilities and chemicals

Currently generates 26.4% of total water sales revenues

3. DINSMORE ZONE CHARGE:

Additional flat charge to pay for additional operating and capital costs the City incurs to provide water service to the area

27 customers



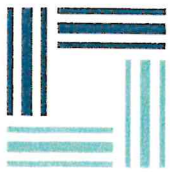
Water System Overview

City relies solely on groundwater

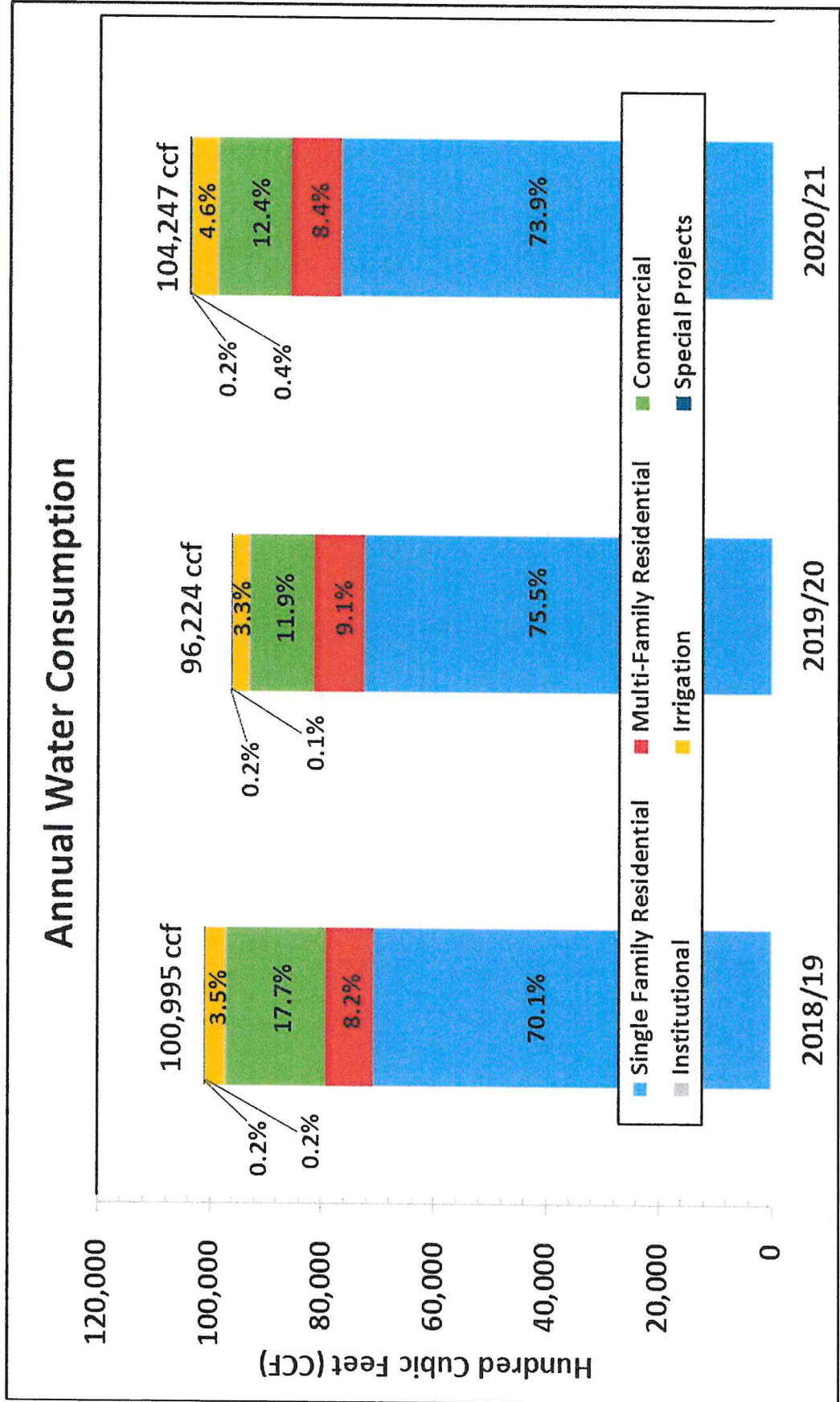
Raw water is pumped from infiltration galleries under the Eel River to the City's treatment plant. The Metropolitan Wells project provided a state-of-the-art filtration system to provide well site an additional layer of water security for the City.

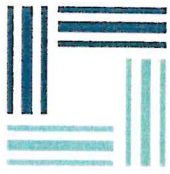
Water Accounts

	# of Accounts	% of Total
TOTAL ACCOUNTS		
Single Family Residential	1,178	76.2%
Multi-Family Residential	191	12.6%
Commercial	152	10.1%
Institutional	4	0.3%
Irrigation	11	0.7%
<u>Special Projects</u>	<u>2</u>	<u>0.1%</u>
TOTAL WATER ACCOUNTS	1,539	100.0%



Total Consumption





Water Fund Reserves

Fund #	Enterprise Fund	Beginning Fund Balance		Percent Change
		July 1, 2020	July 1, 2021	
060	Water Operations Fund	\$943,523	\$1,225,156	29.8%
061	Water Restricted Reserve	\$136,000	\$136,000	0.0%
061	Water Debt Service Fund	\$210,322	\$259,930	23.6%
062	Water Capital Fund	\$906,740	\$1,032,568	13.9%
063	Water Metro Wells Fund	\$42,892	\$57,651	34.4%
064	Water Dinsmore Zone	<u>\$67,208</u>	<u>\$143,974</u>	<u>114.2%</u>
	TOTAL WATER RESERVES	\$2,306,685	\$2,855,279	23.8%

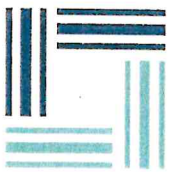
RESERVE FUND TARGETS

- *Operating Reserve*: 30% of annual operating expenses
- *Debt Service Reserve*: One year's debt service payments
- *Capital Reserve (Proposed)*: \$1 million to fund infrastructure projects and emergency repairs on a cash basis



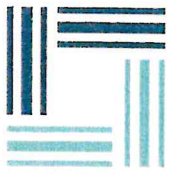
Water Net Revenues

	Actual			Budget 2021/22
	2018/19	2019/20	2020/21	
WATER REVENUES				
Operating	\$977,624	\$857,184	\$905,773	\$797,500
Capital	\$190,643	\$186,466	\$183,906	\$239,400
Debt	\$115,193	\$181,163	\$185,608	\$136,000
Metro Wells	\$17,752	\$18,287	\$18,630	\$17,100
<u>Dinsmore</u>	<u>\$21,894</u>	<u>\$22,659</u>	<u>\$79,601</u>	<u>\$21,800</u>
Subtotal	\$1,323,106	\$1,265,759	\$1,373,518	\$1,211,800
WATER EXPENSES				
Operating	\$669,392	\$629,766	\$622,297	\$738,614
Capital	\$125,361	\$31,869	\$58,078	\$88,000
Debt	\$266,727	\$367,106	\$136,106	\$136,000
Metro Wells	\$9,180	\$4,349	\$3,873	\$22,050
<u>Dinsmore</u>	<u>\$2,035</u>	<u>\$3,237</u>	<u>\$2,170</u>	<u>\$155,100</u>
Subtotal	\$1,072,695	\$1,036,327	\$822,524	\$1,139,764
NET REVENUES				
Operating	\$308,232	\$227,418	\$283,476	\$58,886
Capital	\$65,282	\$154,597	\$125,828	\$151,400
Debt	(\$151,534)	(\$185,943)	\$49,502	\$0
Metro Wells	\$8,572	\$13,938	\$14,757	(\$4,950)
<u>Dinsmore</u>	<u>\$19,859</u>	<u>\$19,422</u>	<u>\$77,431</u>	<u>(\$133,300)</u>
TOTAL NET REVENUES	\$250,411	\$229,432	\$550,994	\$72,036



Water CIP

Project Title	Current 2021/22	Projected					Total CIP	Funding		Fund Source
		2022/23	2023/24	2024/25	2025/26	2026/27		Local Funding	Grant Funding	
Citywide Projects										
SCADA Upgrades	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000		
Water Meter Replacement	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$72,000	\$72,000		
Meter Reading Equipment Replacement	\$26,000	\$0	\$0	\$0	\$0	\$0	\$26,000	\$26,000		
Backwash Flow Meter	\$10,000	\$0	\$0	\$0	\$0	\$0	\$10,000	\$10,000		
Turbidity Meter Replacement	\$30,000	\$0	\$0	\$0	\$0	\$0	\$30,000	\$30,000		
Subtotal	\$88,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$148,000	\$148,000		
Other Major Projects										
Distribution System Upgrade	\$0	\$4,750,000	\$4,750,000	\$0	\$0	\$0	\$9,500,000	\$0	\$9,500,000	SWRCB
Eel River Crossing Pipeline Retrofit	\$0	\$0	\$0	\$0	\$1,750,000	\$1,750,000	\$3,500,000	\$875,000	\$2,625,000	HMGP-FEMA
Douglas Tank Seismic Retrofit	\$0	\$0	\$0	\$0	\$950,000	\$950,000	\$1,900,000	\$475,000	\$1,425,000	HMGP-FEMA
Subtotal	\$0	\$4,750,000	\$4,750,000	\$0	\$2,700,000	\$2,700,000	\$14,900,000	\$1,350,000	\$13,550,000	
TOTAL WATER CIP	\$88,000	\$4,762,000	\$4,762,000	\$12,000	\$2,712,000	\$2,712,000	\$15,048,000	\$1,498,000	\$13,550,000	

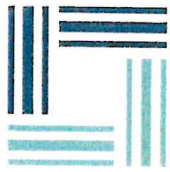


Distribution System Project Financing Scenarios

	Scenario 1: 100% Loan	Scenario 2: 90% Grant/10% Loan	Scenario 3: 100% Grant
Total Project Cost	\$9,500,000	\$9,500,000	\$9,500,000
<u>Amount Grant Funded</u>	\$0	<u>\$8,550,000</u>	<u>\$9,500,000</u>
Total Amount of Loan	\$9,500,000	\$950,000	\$0
Loan Terms			
Term (years)	20	20	-
Interest Rate	0.0%	0.0%	-
Annual Loan Payment (1)	\$475,000	\$48,000	-
Reserve Fund Requirement (2) Equal to Annual Debt Service	\$475,000	\$48,000	-

1 - Estimates for financial planning purposes.

2 - Agencies must set aside 1 year of debt service for reserve requirement at least 90 days prior to project completion date.

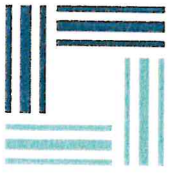


Eel River Crossing Pipeline & Douglas Tank Seismic Retrofit Financing Scenarios

	Eel River Crossing Pipeline Retrofit	Douglas Tank Seismic Retrofit
Total Project Cost	\$3,500,000	\$1,900,000
Amount Grant Funded (75%)	<u>\$2,625,000</u>	<u>\$1,425,000</u>
Total Amount of Loan (25%)	\$875,000	\$475,000
Loan Terms		
Term (years)	30	30
Interest Rate	3.0%	3.0%
Annual Loan Payment (1)	\$45,000	\$24,000
Reserve Fund Requirement (2)		
Equal to Annual Debt Service	\$45,000	\$24,000

1 - Estimates for financial planning purposes.

2 - Assumes the City must set aside 1 year of debt service for reserve requirement



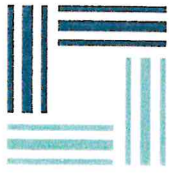
Water Cash Flow Assumptions

REVENUES

- Water Service revenues are based on the FY 2021/22 budget and estimated at \$1.15 million.
- All Other Revenues are increased by 3.0% each year.
- Dinsmore Zone revenues are not included.
- Service Late Fees have been cancelled out to fund a Low Income Discount.
- Interest is estimated at \$10,000 beginning in 2022/23 and increases by 1% each year.
- Minimal growth has been included at 0.5% increase per year.

EXPENSES

- Salaries & Benefits are increased by 5.0% annually.
- All other expenses are increased by 3.0% each year.
- Chemicals have been increased by 600.0% for 2022/23.
- The only current debt obligation is the 2005 SRF Loan for \$2.72 million. Total annual debt service is \$136,000 and will be paid off in 2030.
- Debt service coverage is estimated at 1.20x and is calculated by dividing Net Revenues by Total Debt Service.
- Dinsmore Zone expenses are not included.
- Capital projects are based on the Water CIP (2021/22 through 2026/27), totaling \$148,000.



Water Cash Flow Scenarios

PROPOSED RATE INCREASES

	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Scenario #1: 100% Loan	-	14.0%	14.0%	14.0%	4.0%	4.0%
Scenario #2: 90% Grant/10% Loan	-	4.0%	4.0%	4.0%	4.0%	4.0%
Scenario #3: 100% Grant	-	3.0%	3.0%	3.0%	3.0%	3.0%

GOAL 1 : MEET DEBT SERVICE COVERAGE

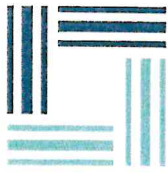
	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Debt Service Coverage Ratio Required	1.20	1.20	1.20	1.20	1.20	1.20
Scenario #1: 100% Loan	3.16	3.23	4.32	5.59	1.29	1.35
Scenario #2: 90% Grant/10% Loan	3.16	2.38	2.47	2.57	1.97	2.05
Scenario #3: 100% Grant	3.16	2.29	2.29	2.29	2.29	2.29

GOAL 2: MEET WATER RESERVE FUND TARGETS

	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Scenario #1: 100% Loan	yes	yes	yes	yes	yes	yes
Scenario #2: 90% Grant/10% Loan	yes	yes	yes	yes	yes	yes
Scenario #3: 100% Grant	yes	yes	yes	yes	yes	yes

GOAL 3: MAINTAIN POSITIVE NET OPERATING REVENUES

	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Scenario #1: 100% Loan	\$429,336	\$438,800	\$587,000	\$760,000	\$790,000	\$822,000
Scenario #2: 90% Grant/10% Loan	\$429,336	\$323,800	\$336,000	\$349,000	\$363,000	\$378,000
Scenario #3: 100% Grant	\$429,336	\$311,800	\$312,000	\$312,000	\$312,000	\$312,000



Fixed vs Variable Rate Recovery Options

Current Revenue Recovery

73.6% Fixed / 26.4% Variable (based on 3-year average)

70% Fixed / 30% Variable

PROS:

- Provides greater revenue stability
- Majority of expenses are fixed

CONS:

Customers, especially low water users, have less control over their bills

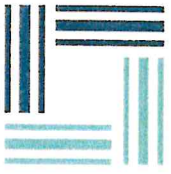
50% Fixed / 50% Variable

PROS:

Gives customers more control over monthly bills

CONS:

Revenues can vary especially during times of drought



Water Rate Options

Scenario #1: 100% Loan

Rate Option A: 70% Fixed/30% Variable

Rate Option B: 50% Fixed/50% Variable

Scenario #2: 90% Grant/10% Loan

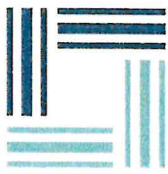
Rate Option A: 70% Fixed/30% Variable

Rate Option B: 50% Fixed/50% Variable

Scenario #3: 100% Grant

Rate Option A: 70% Fixed/30% Variable

Rate Option B: 50% Fixed/50% Variable



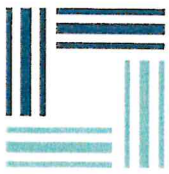
Scenario 1: 100% Loan Proposed Water Rates

SCENARIO 1A: 100% LOAN -- RATE OPTION 1: 70% FIXED/30% VARIABLE

	Current Rates	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
BASE RATE	\$49.48	\$49.63	\$56.29	\$63.85	\$66.06	\$68.36
CONSUMPTION RATE (per ccf)	\$3.23	\$3.69	\$4.13	\$4.63	\$4.73	\$4.83
DINSMORE ZONE CHARGE	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90	\$76.12

SCENARIO 1B: 100% LOAN -- RATE OPTION 1: 50% FIXED/50% VARIABLE

	Current Rates	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
BASE RATE	\$49.48	\$35.45	\$40.21	\$45.61	\$47.19	\$48.83
CONSUMPTION RATE (per ccf)	\$3.23	\$6.14	\$6.88	\$7.71	\$7.88	\$8.05
DINSMORE ZONE CHARGE	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90	\$76.12



Scenario 2: 90% Grant/10% Loan Proposed Water Rates

SCENARIO 2A: 90% GRANT/10% LOAN -- RATE OPTION 1: 70% FIXED/30% VARIABLE

	Current Rates	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
BASE RATE	\$49.48	\$45.30	\$46.87	\$48.51	\$50.20	\$51.94
CONSUMPTION RATE (per ccf)	\$3.23	\$3.36	\$3.44	\$3.51	\$3.59	\$3.67
DINSMORE ZONE CHARGE	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90	\$76.12

SCENARIO 2B: 90% GRANT/10% LOAN -- RATE OPTION 2: 50% FIXED/50% VARIABLE

	Current Rates	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
BASE RATE	\$49.48	\$32.35	\$33.48	\$34.65	\$35.85	\$37.10
CONSUMPTION RATE (per ccf)	\$3.23	\$5.61	\$5.73	\$5.86	\$5.99	\$6.12
DINSMORE ZONE CHARGE	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90	\$76.12



Scenario 3: 100% Grant Proposed Water Rates

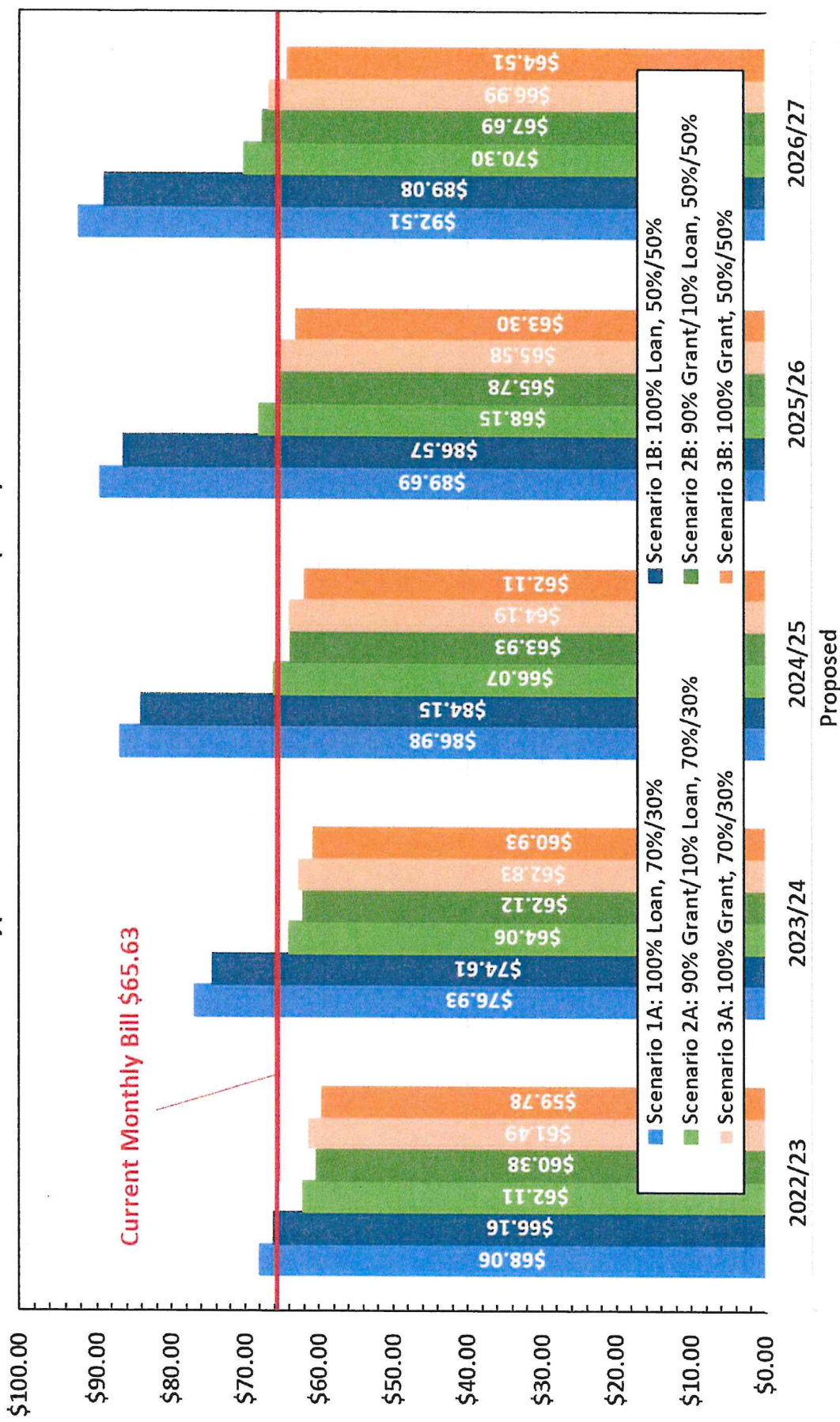
SCENARIO 3A: 100% GRANT -- RATE OPTION 1: 70% FIXED/30% VARIABLE

	Current Rates	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
BASE RATE	\$49.48	\$44.84	\$45.97	\$47.12	\$48.30	\$49.50
CONSUMPTION RATE (per ccf)	\$3.23	\$3.33	\$3.37	\$3.41	\$3.46	\$3.50
DINSMORE ZONE CHARGE	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90	\$76.12

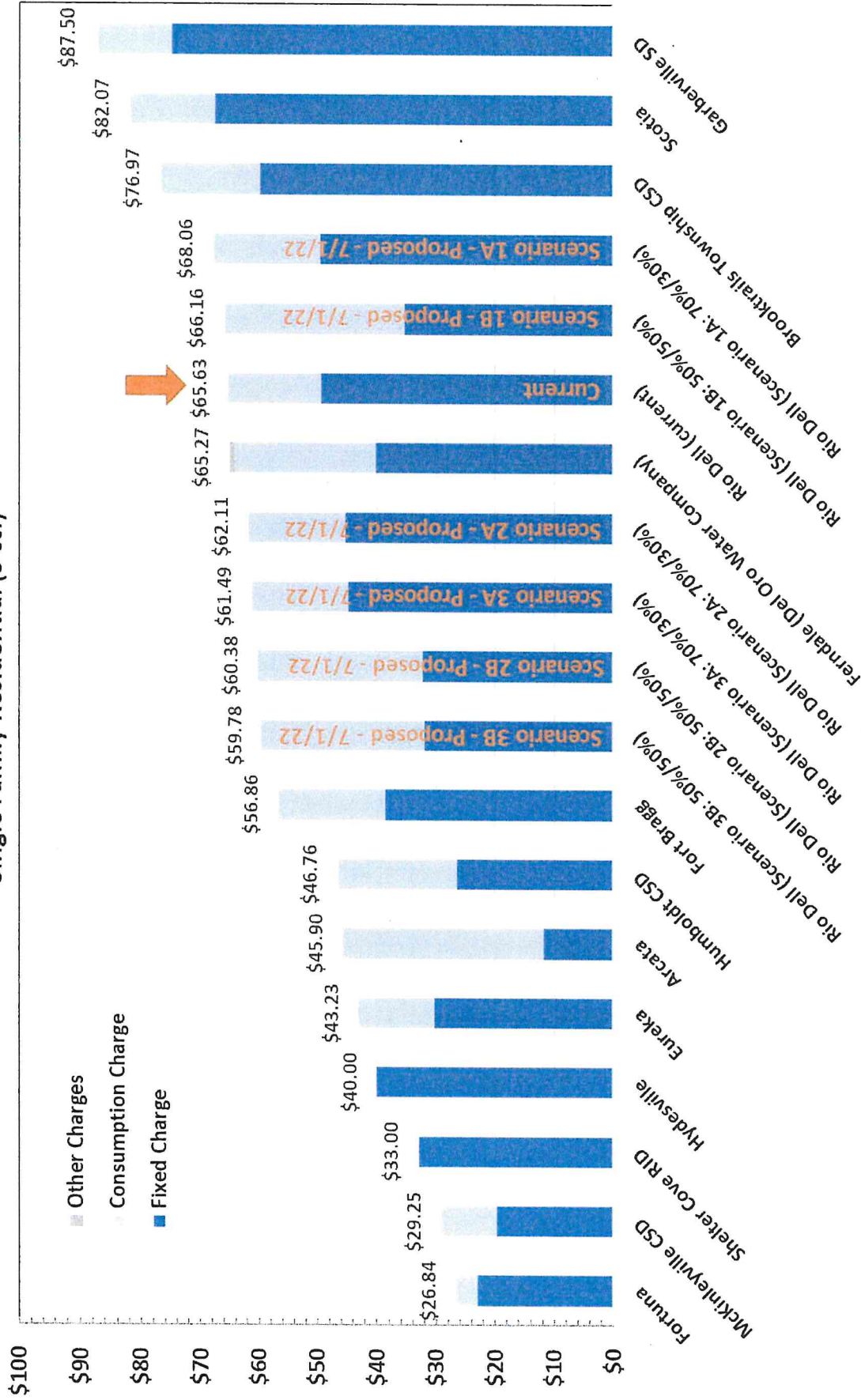
SCENARIO 3B: 100% GRANT -- RATE OPTION 2: 50% FIXED/50% VARIABLE

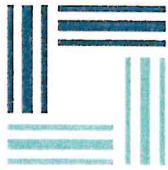
	Current Rates	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
BASE RATE	\$49.48	\$32.03	\$32.84	\$33.66	\$34.50	\$35.36
CONSUMPTION RATE (per ccf)	\$3.23	\$5.55	\$5.62	\$5.69	\$5.76	\$5.83
DINSMORE ZONE CHARGE	\$65.66	\$67.63	\$69.66	\$71.75	\$73.90	\$76.12

Comparison of Monthly Water Bill for Typical Residential Customer (5 ccf)



Monthly Water Bill Survey - October 2021 Single Family Residential (5 ccf)



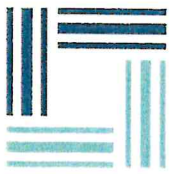


Water Low Income Discount

Total Number of Customers Eligible per PG&E	700
Total 2020/21 Water Late Fee Revenue	\$25,000
Annual Discount per Customer	\$35.71
Monthly Discount per Customer	\$2.98
Average Water Bill	\$65.63
Average Water Bill with Discount	\$62.65
% of Discount	4.5%

SEWER RATES





Historic and Current Sewer Rates

Calendar Year (1)	2013	2014	2015	2016	2017	2018	2019	2020
Fixed Monthly Charge per EDU (2)	\$47.01	\$47.76	\$47.76	\$48.43	\$49.64	\$50.68	\$51.49	\$52.78
<i>% Change</i>		1.6%	0.0%	1.4%	2.5%	2.1%	1.6%	2.5%
Volume Rate per ccf (3)								
<u>Customer Class</u>								
Low	\$3.29	\$3.34	\$3.34	\$3.39	\$3.48	\$3.55	\$3.61	\$3.66
<i>% Change</i>		1.5%	0.0%	1.5%	2.7%	2.0%	1.7%	1.4%
Domestic Strength	\$4.11	\$4.18	\$4.18	\$4.24	\$4.35	\$4.44	\$4.51	\$4.58
<i>% Change</i>		1.7%	0.0%	1.4%	2.6%	2.1%	1.6%	1.6%
Medium	\$6.17	\$6.27	\$6.27	\$6.36	\$6.52	\$6.66	\$6.77	\$6.87
<i>% Change</i>		1.6%	0.0%	1.4%	2.5%	2.1%	1.7%	1.5%
High	\$7.19	\$7.31	\$7.31	\$7.41	\$7.60	\$7.76	\$7.88	\$8.01
<i>% Change</i>		1.7%	0.0%	1.4%	2.6%	2.1%	1.5%	1.6%

1 - Rates effective January 1 of each year

2 - EDU = Equivalent Dwelling Unit.

3 - One ccf = hundred cubic feet = 748 gallons

Volume Rate is based on three-month average of winter (Dec, Jan, & Feb) water use. Single family & multi-family residential consumption is capped at 15 ccf per month.

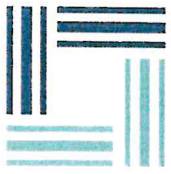
4 Customer Classes based on Strength:

Low Strength: Car wash, office, retail store, school w/o cafeteria, laundromat

Domestic: Residential, hotel, school with cafeteria, motel, mobile home park, churches, auto shop, gas station, bars without dining

Medium: Beauty shop, medical office, dental office

High: Restaurant, market with food prep, bakery



Sewer Rate Components

1. FIXED CHARGE:

All customer classes are charged the same fixed charge per EDU

Minimum charge for all customers

Currently generates 70.5% of total Sewer Service Revenues

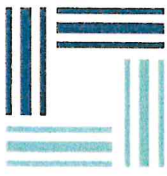
2. VOLUME RATE PER CCF

Rate varies based on customer strength

Based on average consumption during the winter months of December, January and February

Residential customers are considered domestic strength and consumption is capped at 15 ccf per month

Currently generates 29.5% of total Sewer Service Revenues



Sewer System Overview

System consists of a network of wastewater collection pipes, manholes, clean outs, and pumps that convey wastewater to the treatment plant

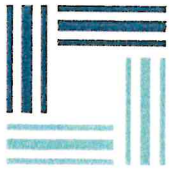
In 2013, the City completed a major plant upgrade that replaced the old conventional plant with the new Activated Sludge Process to address nutrient removal.

Current Number of Accounts and Flow by Customer Class

NUMBER OF EDUS (1)	2020/21	
	No. of EDUs	% of Total
<i>Customer Class</i>		
Low Strength	9	0.6%
Domestic Strength	1,440	98.1%
Medium Strength	4	0.3%
High Strength	15	1.0%
Total	1,468	100.0%
SEWER FLOW (2)	Flow (ccf)	% of Total
<i>Customer Class</i>		
Low	240	0.3%
Domestic	77,781	98.6%
Medium	108	0.1%
High	720	0.9%
Total Sewer Flow	78,849	100.0%

1 - EDU = equivalent dwelling unit

2 - Based on winter water use during the months of Dec, Jan, & Feb

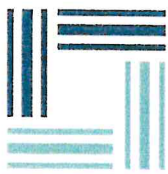


Sewer Fund Reserves

Fund #	Enterprise Fund	Beginning Fund Balance		Percent Change
		July 1, 2020	July 1, 2021	
050	Sewer Operations Fund	\$607,174	\$678,461	11.7%
052	Sewer Capital Fund	\$1,194,930	\$1,264,300	5.8%
054	Sewer Debt Service Fund	\$77,524	\$113,651	46.6%
054	Sewer Restricted Reserve	<u>\$302,822</u>	<u>\$302,822</u>	0.0%
	TOTAL SEWER RESERVES	\$2,182,450	\$2,359,234	8.1%

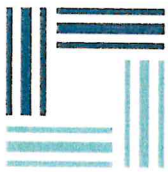
RESERVE FUND TARGETS

- *Operating Reserve*: 30% of annual operating expenses
- *Debt Service Reserve*: One year's debt service payments
- *Capital Reserve (Proposed)*: \$1 million to fund infrastructure projects and emergency repairs on a cash basis



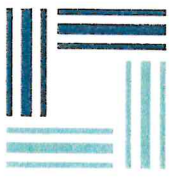
Sewer Net Revenues

	Actual			Budget 2021/22
	2018/19	2019/20	2020/21	
SEWER REVENUES				
Operating	\$984,695	\$898,340	\$900,469	\$892,066
Capital	\$145,527	\$120,644	\$109,782	\$110,000
<u>Debt</u>	<u>\$334,082</u>	<u>\$332,884</u>	<u>\$338,949</u>	<u>\$302,934</u>
Subtotal	\$1,464,304	\$1,351,868	\$1,349,200	\$1,305,000
SEWER EXPENSES				
Operating	\$823,989	\$827,171	\$839,048	\$1,036,555
Capital	\$438,497	\$631,652	\$40,480	\$160,000
<u>Debt</u>	<u>\$304,162</u>	<u>\$303,639</u>	<u>\$304,730</u>	<u>\$302,934</u>
Subtotal	\$1,566,648	\$1,762,462	\$1,184,258	\$1,499,489
NET REVENUES				
Operating	\$160,706	\$71,169	\$61,421	(\$144,489)
Capital	(\$292,970)	(\$511,008)	\$69,302	(\$50,000)
<u>Debt</u>	<u>\$29,920</u>	<u>\$29,245</u>	<u>\$34,219</u>	<u>\$0</u>
TOTAL NET REVENUES	(\$102,344)	(\$410,594)	\$164,942	(\$194,489)



Sewer CIP

Project Title	CURRENT 2021/22	PROJECTED - RATE STUDY PERIOD					Five-Year Total
		2022/23	2023/24	2024/25	2025/26	2026/27	
Planned Projects							
Generator & Transfer Switch Replacement	\$65,000	-	-	-	-	-	\$0
SCADA Upgrades	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Boiler	\$15,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
I&J Reductions	\$45,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
Chloramine System	\$25,000	-	-	-	-	-	\$0
		<u>\$75,000</u>	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$75,000</u>	<u>\$375,000</u>
Subtotal Planned Projects	\$160,000						
Future Projects							
UV Disinfection	-	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
		<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$150,000</u>
Subtotal Future Projects		\$105,000	\$105,000	\$105,000	\$105,000	\$105,000	\$525,000
TOTAL SEWER CIP	\$160,000						



Sewer Cash Flow Assumptions

REVENUES

Sewer Service revenues are based on the FY 2021/22 budget and estimated at \$1.27 million.

All Other Revenues are increased by 3.0% each year.

Service Late Fees have been cancelled out to fund a Low Income Discount.

Interest is estimated at \$10,000 beginning in 2022/23 and increases by 1% each year.

Minimal growth has been included at 0.5% increase per year.

EXPENSES

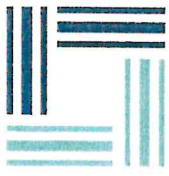
Salaries & Benefits are increased by 5.0% annually.

Chemicals have been increased by 600.0% for 2022/23.

All other expenses are increased by 3.0% each year.

The only current debt obligation is a loan from the California Department of Water Resources for \$6,980,359. Total payment is \$302,933 and continues through 2043/44.

Debt service coverage is estimated at 1.20x and is calculated by dividing Net Revenues by Total Debt Service. Capital projects for the five-year rate study period (FY 2023 through 2027)) totals \$525,000. Beginning in 2027/28, \$50,000 is included as placeholder for future projects.



Sewer Cash Flow Scenarios

PROPOSED RATE INCREASES

	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Scenario #1: Inflationary Rate Increases	-	4.0%	4.0%	4.0%	4.0%	4.0%
Scenario #2: Meet Goals by 2026/27	-	9.0%	9.0%	9.0%	9.0%	9.0%

GOAL 1 : MEET DEBT SERVICE COVERAGE

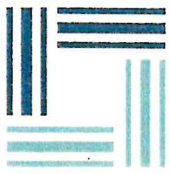
	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Debt Service Coverage Ratio Required	1.20	1.20	1.20	1.20	1.20	1.20
Scenario #1: Inflationary Rate Increases	0.89	0.35	0.37	0.39	0.40	0.26
Scenario #2: Meet Goals by 2026/27	0.89	0.56	0.81	1.10	1.42	1.61

GOAL 2: MEET SEWER RESERVE FUND TARGETS

	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Scenario #1: Inflationary Rate Increases	yes	yes	no	no	no	no
Scenario #2: Meet Goals by 2026/27	yes	yes	yes	no	no	yes

GOAL 3: MAINTAIN POSITIVE NET REVENUES

	Current 2021/22	Proposed				
		2022/23	2023/24	2024/25	2025/26	2026/27
Scenario #1: Inflationary Rate Increases	(\$194,489)	(\$302,000)	(\$297,000)	(\$291,000)	(\$286,000)	(\$330,000)
Scenario #2: Meet Goals by 2026/27	(\$194,489)	(\$239,000)	(\$162,000)	(\$75,000)	\$21,000	\$79,000



Fixed vs Variable Rate Recovery Options

Current Revenue Recovery

70.5% Fixed / 29.5% Variable (based on 3-year average)

70% Fixed / 30% Variable

PROS:

- Provides greater revenue stability
- Majority of expenses are fixed

CONS:

Customers, especially low water users, have less control over their bills

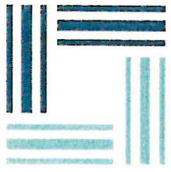
50% Fixed / 50% Variable

PROS:

Gives customers more control over monthly bills

CONS:

Revenues can vary especially during times of drought



Sewer Rate Options

Scenario #1: Inflationary Rate Increases

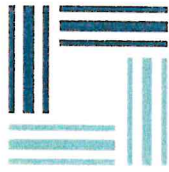
Rate Option A: 70% Fixed/30% Variable

Rate Option B: 50% Fixed/50% Variable

Scenario #2: Meet Goals by 2026/27

Rate Option A: 70% Fixed/30% Variable

Rate Option B: 50% Fixed/50% Variable



Scenario 1: Inflationary Rate Increases Proposed Sewer Rates

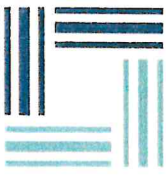
RATE OPTION 1: 70% FIXED/30% VARIABLE

	Current 2021/22	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
FIXED MONTHLY CHARGE	\$52.78	\$52.24	\$54.06	\$55.95	\$57.89	\$59.89
VOLUME RATE PER CCF (1)						
Low Strength	\$3.66	\$4.03	\$4.19	\$4.36	\$4.53	\$4.71
Domestic Strength	\$4.58	\$5.03	\$5.23	\$5.44	\$5.66	\$5.89
Medium Strength	\$6.87	\$7.52	\$7.82	\$8.13	\$8.46	\$8.80
High Strength	\$8.01	\$8.77	\$9.12	\$9.48	\$9.86	\$10.25

RATE OPTION 2: 50% FIXED/50% VARIABLE

	Current 2021/22	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
FIXED MONTHLY CHARGE	\$52.78	\$37.31	\$38.61	\$39.96	\$41.34	\$42.77
VOLUME RATE PER CCF (1)						
Low Strength	\$3.66	\$6.67	\$6.93	\$7.21	\$7.50	\$7.80
Domestic Strength	\$4.58	\$8.31	\$8.65	\$9.00	\$9.36	\$9.73
Medium Strength	\$6.87	\$12.43	\$12.92	\$13.44	\$13.98	\$14.54
High Strength	\$8.01	\$14.50	\$15.08	\$15.68	\$16.31	\$16.96

1 - Volume Rate is based on three-month average of winter (Dec, Jan, & Feb) water use. Single family & multi-family residential consumption is capped at 15 ccf per month.



Scenario 2: Meet Goals by 2026/27 Proposed Sewer Rates

RATE OPTION 1: 70% FIXED/30% VARIABLE

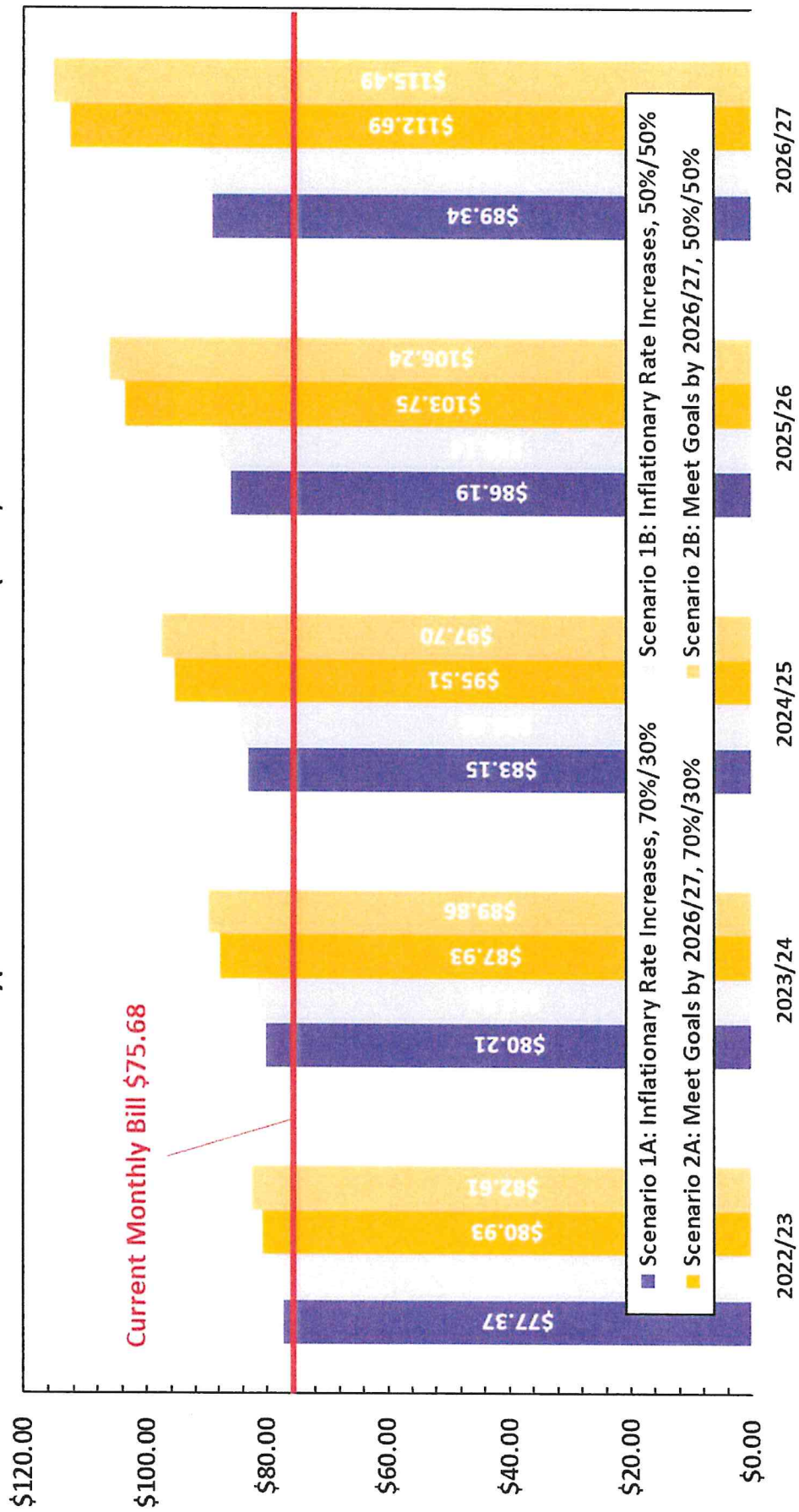
	Current 2021/22	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
FIXED MONTHLY CHARGE	\$52.78	\$54.73	\$59.38	\$64.41	\$69.85	\$75.74
VOLUME RATE PER CCF (1)						
Low Strength	\$3.66	\$4.21	\$4.58	\$4.99	\$5.44	\$5.93
Domestic Strength	\$4.58	\$5.24	\$5.71	\$6.22	\$6.78	\$7.39
Medium Strength	\$6.87	\$7.83	\$8.53	\$9.30	\$10.14	\$11.05
High Strength	\$8.01	\$9.13	\$9.95	\$10.85	\$11.83	\$12.89

RATE OPTION 2: 50% FIXED/50% VARIABLE

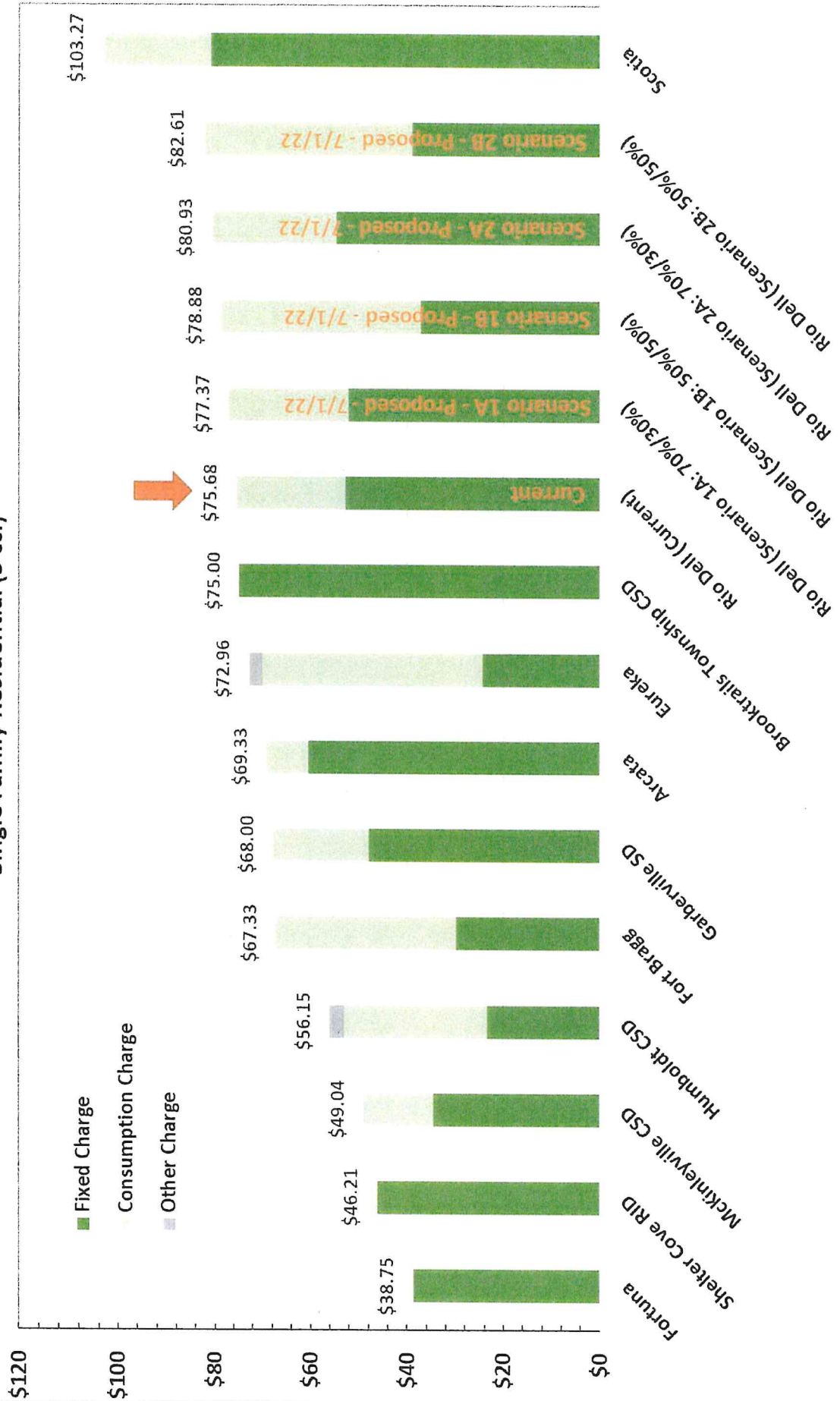
	Current 2021/22	PROJECTED - RATE STUDY PERIOD				
		2022/23	2023/24	2024/25	2025/26	2026/27
FIXED MONTHLY CHARGE	\$52.78	\$39.09	\$42.41	\$46.00	\$49.89	\$54.09
VOLUME RATE PER CCF (1)						
Low Strength	\$3.66	\$6.98	\$7.61	\$8.29	\$9.04	\$9.85
Domestic Strength	\$4.58	\$8.70	\$9.49	\$10.34	\$11.27	\$12.28
Medium Strength	\$6.87	\$13.01	\$14.18	\$15.46	\$16.85	\$18.37
High Strength	\$8.01	\$15.16	\$16.53	\$18.02	\$19.64	\$21.41

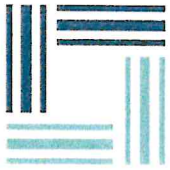
1 - Volume Rate is based on three-month average of winter (Dec, Jan, & Feb) water use. Single family & multi-family residential consumption is capped at 15 ccf per month.

Comparison of Monthly Sewer Bill for Typical Residential Customer (5 ccf)



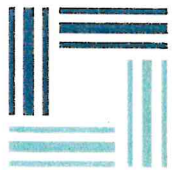
Monthly Sewer Bill Survey - October 2021 Single Family Residential (5 ccf)



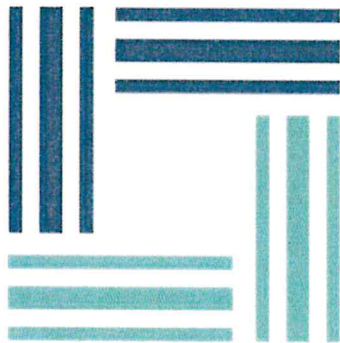


Sewer Low Income Discount

Total Number of Customers Eligible per PG&E	700
Total 2020/21 Sewer Late Fee Revenue	\$25,000
Annual Discount per Customer	\$35.71
Monthly Discount per Customer	\$2.98
Average Sewer Bill	\$75.68
Average Sewer Bill with Discount	\$72.70
% of Discount	3.9%



Questions?



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)



DATE: January 4, 2022
TO: Mayor and Members of the City Council
FROM: Travis Sanborn, Management Analyst TS
THROUGH: Kyle Knopp, City Manager
SUBJECT: City Social Media Policy

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive an update on the draft social media policy and provide direction.

BACKGROUND AND DISCUSSION

At the City Council meeting on December 7, 2021, Councilmember Carter and Mayor Garnes discussed the need for a social media presence. Staff recommended that a social media policy be developed prior to implementation of a social media presence. The City had previously reserved a Facebook and Twitter account that are currently not in use, but are ready to launch once content is available.

Given the complexities of social media use by a government agency, staff developed a policy based upon best practices of our local government neighbors and League of California Cities partners. The policy will also be vetted by the City Attorney to ensure that the policy adheres to the law.

The City of Rio Dell's use of social media enhances communication and engagement with the public. It is being employed to advance the goals of the City and its departments in efficient operations, inclusion, and transparency. The City shall utilize the social media policy in a consistent manner across all of its departments and divisions to advance the City's vision.

It is staff's recommendation that the city council review the attached social media policy and provide direction. Staff will bring the policy back for adoption at a later date.

Attachments:

Draft City of Rio Dell Social Media Policy



POLICY OBJECTIVE:

The City of Rio Dell's use of social media enhances communication and engagement with the public. It is being employed to advance the goals of the City and its departments in efficient operations, inclusion, and transparency. The City shall utilize and manage Official City Social Media Accounts in a consistent manner across all of its departments and divisions to advance the City's vision.

DEFINITIONS:

Authorized Social Media Publisher(s): A City employee who has been authorized, pursuant to the procedures contained in this document, to use Official City Social Media Accounts.

City: City of Rio Dell.

Communications on Social Media: Includes, but is not limited to, ideas, photos, videos, news, links, responses, and other content expressed on social media.

Defamatory Statement: Includes, but are not limited to, untrue statements that are presented as fact about another individual which damages their reputation.

Legal Ownership: Refers to intellectual property rights.

Official City Social Media Account or Official Account: A City account on a social media platform that has been approved pursuant to the procedures contained in this document.

Social Media Platform: An online platform through which users can establish an account and create online communities to share information. Examples of social media platforms are Facebook, Instagram, LinkedIn, Nextdoor, Twitter, Periscope, Vine, and YouTube.

Official City Content: Content that is published on social media platforms consistent with this policy on behalf of the City by department, division, program staff, or consultants at the direction of City employees.

POLICY

A. Official City Social Media Accounts

The City's overriding interest and expectation in deciding what is spoken, published, or broadcasted on behalf of the City requires that Official City Content be limited to Official City Social Media Accounts.



A list of the Official Accounts shall be maintained by the City's City Manager and/or their designee(s) (the "Office"). The Office shall also maintain a list of the login and password information for each Official Account or be added as an administrator, so the City can immediately edit or remove content in accordance with this policy.

Departments are allowed one Official Account per division or program within their department for each social media platform. The Official Account must comply with all provisions of this policy. Department Directors may delegate employees to have one Official Account for each social media platform.

Official Accounts that violate this policy may be removed or closed without notice, at the sole discretion and authority of the City Manager and/or their designee(s).

Official Accounts shall comply with all applicable federal, state, and local laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, California Public Records Act, Ralph M. Brown Act, First Amendment, privacy and information security policies established by the City.

B. Authorized Social Media Publishers

Authorized Social Media Publishers shall:

- Regularly review, be familiar with, and comply with the City's policies on use of Official Accounts.
- Monitor, use and interact on Official Accounts only during regular work hours; however, this restriction does not apply to employees that are exempt or in public safety.
- Regularly monitor and manage all comments to their respective Official Accounts.
- Provide original and updated logins, passwords and other information needed to access their division's Official Accounts to their Department Director and the City Manager and/or their designee(s).

C. Communications on Official City Social Media Accounts

Other than the City Manager and/or their designee(s), only Authorized Social Media Publishers may post, edit, delete, or modify information on Official Accounts.

1. Generally, when using Official Accounts, Authorized Social Media Publishers shall:

- Be respectful, professional, ethical, and comply with all City policies, local, state, and federal laws.



- Use proper grammar and avoid technical terms or abbreviations unless there is a common understanding of its meaning.
- Ensure the information communicated is accurate and complete. If a mistake is made, it should be disclosed and promptly corrected.
- Be transparent and truthful. Honesty or dishonesty will be quickly noticed in the social media environment. Remember, employees may be personally held responsible for content. Always be careful and considerate. Once the words are posted, they can't be retrieved.
- Be judicious. Content that is published is widely accessible and will be around for a long time, so consider the content carefully. A social media post could be used in a legal action against the City or its employee.
- Stay current and be consistent with the goals of the City.
- Do not post photographs of minors enrolled in City programs without written consent.

2. Authorized Social Media:

When using Official Accounts, Authorized Social Media Publishers shall not:

- Post personal information, except for names of City employees whose job duties include being available for contact by the public.
- Post comments, photographs, or videos that could discredit or embarrass the City.
- Express personal views or concerns through postings.
- Reveal confidential information as defined by any City policy, or local state, or federal law.
- Post anything that would infringe upon another's property rights, such as copyrighted material without consent.
- Post anything that would injure another person's or entities professional or personal reputation.
- Post any content that engages in political or religious advocacy or commentary, or supports or opposes any ballot issue or candidate for office.
- Post any content that is prohibited on Official City Social Media Accounts.

3. Prohibited Content:

The following is prohibited on Official Accounts:

- Comments not topically related to the particular post being commented on;
- Profane or obscene language or content;
- Sexual content;
- Threats;
- Defamatory statements;



- Encouragement of illegal activity;
- Violations of a legal ownership interest of any other party;
- Solicitations of commerce;
- Statements in support of or opposition to political campaigns, candidates, or ballot measures;
- Content that promotes, foster, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
- Information that may tend to compromise the safety or security of the public or public systems.

4. Integrating with the City's Website:

The city's website - <https://cityofriodell.ca.gov/> will remain the City's primary and predominant means of internet communication. Official City Social Media Accounts shall supplement, but not replace, the City's required notices and standard methods of communication.

All Official Social Media Accounts shall link back to the City's official website for forms, online services, and other information necessary to conduct business with the City.

5. Interacting with Other Social Media Accounts:

Interacting with other social media accounts can be a useful tool in informing residents about City activities, policies, and issues. However, Authorized Social Media Publishers should use sound judgment when interacting with other social media accounts because those interactions may easily be misinterpreted. "Interacting", as used here includes, but is not limited to, "like(s)", "post(s)", "tweet(s)", or "following" on social media platforms. For example, "liking" or "re-posting" on Facebook and "following" or "retweeting" on Twitter can be perceived as an endorsement of that person, account, message, or thing. And those things can change over time. Similarly, "un-liking" or "un-following" can be perceived as a rejection of that person or thing.

Authorized Social Media Publishers must do the following when considering interacting with non-City social media accounts:

- Read all information in the original and any other relevant post, tweet, or link thoroughly before interacting with it to ensure that it enhances community knowledge about City activities, issues, policies, and priorities. If the content does not specifically address the City, it should be of interest to the particular Official Account's audience.
- Interact with information that is consistent with the City's goals



- Clearly identify the external source of the information (post, tweet, like, etc.). Authorized Social Media Publishers are encouraged to interact with other social media accounts operated by the City, other governmental agencies, or business that are promoting the City's projects or goals. The following are some examples of appropriate account interactions:
 - o Other Official Accounts
 - o Other governments or quasi-government agencies relevant to the subject matter of the particular account. For example, the Utilities Department may want to interact with water conservation agencies.
 - o City-related organizations
 - o Businesses or Rio Dell Chamber of Commerce.
 - o Relevant media outlets (local, regional, state, trade)

6. Managing Public Comments:

Public comments are allowed on Official Accounts. An appropriate legal disclaimer shall be posted on an Official Account or a link provided to the Social Media Policy. (See Procedures.) The Authorized Social Media Publisher shall delete any comment that contains prohibited content as described in section 4.C.3 of this policy.

Individuals shall not be blocked and content on Official Accounts shall not be deleted simply because they are critical of the City, its officials, or employees, or because the agency or Authorized Publisher otherwise dislikes what the content says or represents. Content may be deleted only when it violates this Policy.

Any content removed from an Official Account must be retained in accordance with the City's Records Retention Policy and the time, date, and identity of the poster shall be noted, if that information is available.

7. Social Media Posts Are Public Records:

Any content published on an Official Account, including but not limited to lists of subscribers, posted communications, and communications submitted for posting, may be considered a public record for purposes of the California Public Records Act and the City's Records Retention Policy. The department responsible for maintaining the Official Account shall preserve and maintain records in an accessible format so that the records can be reviewed and, when appropriate, produced in response to a request for public records. Include a statement on the Official Account clearly indicating that any content posted may be subject to public disclosure upon request.

8. City Employee's Personal Use of Social Media:



City employees are not prohibited from using social media platforms to express their opinions and view. However, if it can be reasonably interpreted from the content of the post (e.g., photo, comment, tweet, following, sharing, or video) or from other details provided on the City employee's social media account that the City employee is speaking on behalf of the City on their personal account, the employee shall provide a disclaimer on the account or in the same post stating that their opinions and views do not reflect the opinions and views of the City of Rio Dell.

This disclaimer aids in protecting City employee's lawful rights. However, the use of this disclaimer does not shield against discipline for violations of this policy. The City reserves its right to regulate what is spoken or expressed on its behalf.

- The following are two real-world examples where public employees were disciplined for posts made on their personal social media accounts. In both cases, the discipline imposed was upheld or determined to be lawful as it was reasonable to infer that the employees were speaking on behalf of the city. Please note that the following is not comprehensive. Determining what content could be reasonably interpreted to be protected is highly fact-sensitive and will be determined on a case-by-case basis.

Example A:

The discipline of a public employee for making critical remarks on her personal Facebook account regarding a certain community group was lawful because the employee's comments brought into question her fitness for their position and reflected adversely on their employer. The employee identified her position and place of employment on her personal Facebook account. (Shepard v. McGee (013) 986 F. Supp. 2d 1211.)

Example B: The discipline of a public safety officer for posting negative comments about a co-worker's job performance and a superior officer's integrity on their personal Facebook account, set to private, was lawful because the employer's interest in establishing and maintaining discipline and good working relationships amongst its employees was of greater importance. (Gresham v. City of Atlanta (2013) 542 Fed. Appx. 817.) Public safety officers are "classic positions of public trust" and are held to a higher standard than most other public employees.

- Keep in mind that if an employee's conduct on social media platforms adversely affects job performance or the performance of a co-worker, is detrimental to the mission and function of the City, or otherwise adversely affects members of the public served by the City, people who



work on behalf of the City, or the City's legitimate business interests, the City may take disciplinary action against the employee up to and including termination.

- Utilize non-work email addresses and phone numbers when establishing personal social media accounts
- Nothing in the policy inhibits an employee's right to engage in protected concerted activities as specified in the Meyer-Milias Brown Act. Protected concerted activities include the right to form, join, and participate in the activities of employee organizations of the employee's choice for representation on all matters of employer-employee relations.

PROCEDURES:

A. Establishing an Official City Social Media Account

To establish an Official City Social Media Account, a department director submits a request to the City Manager and/or their designee(s). The City Manager and/or their designee(s) may only approve the establishment of an Official Account if, in the City Manager's and/or their designee(s) sole discretion, the social media platform is an appropriate channel of communication for the City and the use of it is consistent with the vision and mission statements in this Policy.

B. Setting up an Official City Social Media Account

Use the following to set up an Official City Social Media Accounts:

1. Account Information:

Use authorized city contact information for account set-up, including the Authorized Social Media Publisher's work email address and direct or department telephone number.

Do not use personal email accounts or telephone numbers for the purpose of setting-up Official Accounts.

If a social media account requires an indirect "personal account" to be accessed, e.g., Facebook, then the social media publisher is required to provide access to a Citywide Master Admin account maintained by the City Manager and/or their designee(s).



2. Branding:

Because social media is freely available to anyone, branding Official Accounts is required. Include the following text statement on all Official Accounts, "This is the official [Name of Social Media Platform] account for the [Department Name] of the City of Rio Dell, California."

For example, use one of the following naming conventions for the URL of the official city social media account:

- Twitter.com/CityofRioDell or (Information, Parks, Clerk, etc.)
- YouTube.com/CityofRioDell
- Facebook.com/CityofRioDell

For official Accounts existing before the adoption of this Policy, department directors may submit a request to the City Manager and/or their designee(s) for permission to deviate from the above branding conventions when it can be demonstrated that the convention can't be followed.

3. Legal Disclaimers:

The following disclaimer or link to this policy shall appear on every social media official City account.

This account is intended to be limited forum for communication and discussion between the City of Rio Dell and members of the public about specific topics. The City of Rio Dell reserves the right to remove inappropriate comments including those comments that are not topically related, comments that include profane or obscene language, sexual content, threats, defamatory statements, the encouragement of illegal activity, violation of the legal ownership interest of another party, solicitations of commerce, statements in support or opposition to political candidates or ballot propositions, content that promotes, fosters, or perpetuates discrimination, or information that may compromise the safety or security of the public or public systems. Any content posted may be subject to public disclosure upon request. Activity on this account is subject to all applicable federal, state, and local laws regulations and policies.

C. Archiving Official City Social Media Accounts

Use the City's social media archiving tool in compliance with the City's Retention Schedule.

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)



DATE: January 4, 2022

TO: Mayor and Members of the City Council

FROM: Travis Sanborn, Management Analyst

THROUGH: Kyle Knopp, City Manager

SUBJECT: Approve the Request for Proposals (RFP) for the use of City-owned real property to develop, construct, operate, and maintain digital or non-digital message board sign(s)/billboards

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the Request for Proposals (RFP) for the use of City-owned real property to develop, construct, operate, and maintain digital or non-digital message board sign(s)/billboards.

BACKGROUND AND DISCUSSION

As part of the City's plan to attain fiscal sustainability, the City is exploring allowing a private firm to develop, construct, operate and maintain digital or non-digital outdoor advertising message board sign(s)/billboards on City-owned property as a method to generate revenue. Moreover, updating the City's signage/billboards will help to modernize the City's image, promote the City's community events, add value to the City's owned real property, and stimulate economic investment by attracting and supporting the local business community.

The primary objective of the RFP is to seek proposals from qualified individuals, companies and/or entities to develop, construct, operate and maintain up to three Signs on City-owned real property located along state highways.

ATTACHMENTS

Request for Proposals for the use of City-owned real property to develop, construct, operate, and maintain digital or non-digital message board sign(s)/billboards



**REQUEST FOR PROPOSALS (RFP) FOR THE
USE OF CITY-OWNED REAL PROPERTY TO
DEVELOP, CONSTRUCT, OPERATE AND MAINTAIN DIGITAL OR NON-DIGITAL
MESSAGE BOARD SIGN(S)/BILLBOARDS**

Issued: (Month, Day, 2022)

Proposals Due: (Month, Day, 2022)



**City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562**



Request for Proposals (RFP)

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1. Introduction

As part of the City's plan to attain fiscal sustainability, the City is exploring allowing a private firm to develop, construct, operate and maintain digital or non-digital outdoor advertising message board sign(s)/billboards (Signs) on City-owned property as a method to generate revenue. Moreover, updating the City's signage/billboards will help to modernize the City's image, promote the City's community events, add value to the City's owned real property, and stimulate economic investment by attracting and supporting the local business community.

2. Scope of Work/Understanding

The City of Rio Dell seeks proposals from qualified individuals, companies and/or entities(firms) to:

- Develop, construct, operate and maintain up to three Signs on City-owned real property located along state highways; with one sign operating for the benefit of the city and the remaining sign(s) to be leased. If only one digital sign is proposed, the City would need to be allotted a set amount of time and content while the remaining time and content would be leased out.
- The proposals submitted in response to this RFP must conform to the terms, conditions and specifications described hereafter.
- After receipt of responses to the RFP, review thereof, and selection of a firm(s) as the owner/operator of the Signs, the City will negotiate and prepare an agreement with the proposed operator(s) for the development, construction, operation and maintenance of the Sign(s) on City property. Thereafter, the agreement will be presented to the Rio Dell City Council for final approval.

Furthermore, the RFP is put forth with the following understanding:

- The proposal by a firm needs to clearly identify the City site or City sites desired, number of Signs, type and design criteria of each sign (or signs) that will be developed, constructed, operated and maintained by the firm.
- The development, construction, operation and maintenance of the Sign(s) proposed by the firm must identify requirements related to and in compliance with the California Environmental Quality Act (CEQA) as a condition to the approval of the agreement, which shall be at the sole cost and expense of the firm. In addition, the development, construction, operation and maintenance of the sign(s) must comply with all other applicable regulatory approvals (e.g. California Department of Transportation), which shall also be at the sole cost and expense of the firm.
- The development, construction, operation and maintenance of the Sign(s) need to provide direct revenue to the City and promote City sponsored events, support the local business community, disseminate public safety, and traffic message (e.g. Amber Alerts) at no cost to the City.

- Title 17 of the Rio Dell Municipal Code regulates signage in the City (see Chapter 17.30.310- Signs and nameplates). Updates to Title 17 may be required based on City Council direction and policy. If needed, the updates will be completed by City staff. The update process will entail both Planning Commission recommendation and City Council approval and will take approximately 3-6 months. This estimated timeframe should be considered and included in the overall project schedule.
- The selected firm should have significant experience and a verifiable track record of accomplishment. Innovative proposals that maximize the return to the City are encouraged.
- All City-owned qualifying property shall be offered in “as is” and “where is” condition, and the City does not make any representations and/or warranties as to the suitability of any City-owned property for any proposed sign. Each firm is encouraged to perform its own feasibility analysis of any particular City site and the requisite regulatory approvals associated therewith for the use of said City site for a sign(s).

3. Proposal Requirements

The City welcomes responses to the RFP in a format that the firm believes best expresses its qualifications. Lengthy responses are not expected. Short, concise, yet comprehensive proposals are preferred.

All submittals should include the following:

- Relevant Experience: A description of at least three similar projects completed by the individuals, companies, and/or teams that comprise the firm, which clearly demonstrates the requisite expertise in the development, construction and operation of Sign(s). Relevant similar projects should distinguish between the projects of the individuals, companies, and/or teams that comprise the firm, if applicable. Relevant experience should also include:
 - Being a direct party to a similar contractual obligation with the public sector and/or governmental entity for a similar project.
 - Preparation of applications and related documents pertaining to the California Environmental Quality Act (CEQA) or other similar or comparable environmental review process for a similar project.
 - A similar project as a lessee or party to a long-term ground lease or similar real property right or interest with a public sector and/or governmental agency.
 - Experience with California cities and California Department of Transportation should be highlighted.
- Description of the Project Team: Detailed information on the proposed work team and their specific role, including membership of the board of directors, senior management,

corporate history, corporate mission statement, and corporate organizational structure. Similar information is requested for any business partner that will be involved with the project and their specific role.

- References: Provide complete contact information for at least five clients or partners with whom the firm has successfully completed similar projects for.
- Proposed Sign(s) Site(s): Using the potential areas for siting a sign(s), identify the site(s) that your company would propose. For reference, below is a list of City-owned Real Property:



Attachment 1- Potential Sites (●) for Sign(s) on City-owned real property



Attachment 2- Potential Sites (●) for Sign(s) on City-owned real property

Site	Address	Zoning	Use	Responsible Department	Potential for Declassification	APN
1	Highway 101	PF	Vacant	Public Works / Waste Water	Low	205-111-039-000

If the proposed site is within Caltrans' designated landscaped areas, explain your experience in obtaining approval to install Signs in those areas. Also include a detailed description of the Sign(s) that will be developed, constructed and operated on each particular City site, as applicable. The detailed information should describe specifications of the Sign(s) (e.g. remote diagnostic capabilities, Amber Alert capabilities, automatic brightness adjustments, UL and IEC criteria, color calibration, and remote shutdown capabilities) and compliance with the applicable federal, state, and local other regulatory laws and ordinances.

- **Construction and Maintenance Requirements:** Provide a detailed description of the construction of the digital sign (including but not limited to the preparation of the City site, the installation of infrastructure and utilities, and the installation of the Signs) and compliance with all applicable federal, state and local building codes. In addition, a detailed description of the

regularly schedule onsite maintenance, internal services access for safety and improved appearance, and proposed upgrades to the digital sign during the term of an agreement will also need to be provided.

- Timeline - Development and Construction Schedule: An overall proposed development and construction schedule including the anticipated time periods needed to negotiate the agreement, approval period for any further entitlements to execute the development; preparation of environmental documents, period of time to obtain financing (if any), construction of the Sign(s), and any other conditions in order to complete the development and construction of the Sign(s).

- Agreement Terms and Conditions: The proposed business terms of an agreement including but not limited to:

- The length of the term together with any options (if any);
- The proposed lease terms and compensation to the City (e.g. upfront payments, annual payments, type of payment (percentage of gross revenue, including any definitions, other considerations);
- Permitted and prohibited material to be advertised;
- Type of advertising desired;
- Criteria for promoting community events, local businesses, disseminating public safety and traffic related messages, and any percentage of advertising time that will be allocated to the City;
- And compliance with all applicable federal, state and local building codes; and
- Additionally, a detailed description of the regularly scheduled onsite maintenance, internal service access for safety and improved.

- Project Proforma: A project development cost spreadsheet, which shall include specific line items costs (such as soft costs, hard costs, financing costs, contingency costs, etc.) in sufficient detail, a schedule as to when said costs are anticipated to occur, the development assumptions together with the rationale associated therewith, and the anticipated or project payments to the City.

- Sign Regulations: Provide firm's experience in analyzing sign regulations and drafting local government regulations. Specifically, the City is interested in what recommendations the firm will propose in order to allow a digital or non-digital message board(s) or Signs to be constructed on the City's real property.

- Indemnity: The firm will be required to defend, indemnify and hold the City harmless from and against any claims arising from the selection of the proposed operator(s), any amendment to the City sign ordinance, and/or approval of an agreement between the City and firm.

- Litigation History: Please include a description of any litigation within the past five years involving any individuals, companies, and/or teams that comprise the firm, which is in any way associated with the development, construction or operation of digital sign(s). If applicable,

please provide any information related to said litigation, including case name and number, the venue of the case, and the outcome.

4. Instructions and Schedule for Submittal of Proposals

The City shall not be liable for any expenses incurred by any proposer in relation to the preparation or submittal of Proposals. Expenses include, but are not limited to, expenses by proposer in preparing a Proposal or related information in response to this RFP; negotiations with City on any matter related to this RFP; and costs associated with interviews, meetings, travel or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any Proposals made in response to this RFP.

Proposals are due before 5:00 PM on (Month, Day, 2022). This time and date is fixed and extensions may not be granted. The City does not recognize the U. S. Postal Service, its postmarks or any other organization as its agent for purposes of dating the Proposal. All Proposals received after the deadline shown will be rejected, returned to sender and will not receive further consideration. Furthermore, the City reserves the right to reject any and all Proposals and to waive information and minor irregularities in any Proposal received.

Mail by (or hand-deliver) **three (3) hard copies** and **one (1) electronic proposal file** of the proposal to:

City of Rio Dell
City Manager Department
Attn: Travis Sanborn
675 Wildwood Avenue
Rio Dell, CA 95562

5. RFP Inquiries

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP should be submitted in writing to: Travis Sanborn, Project Coordinator: sanbornt@cityofriodell.ca.gov.

The final day for the receipt of questions shall be before 5:00 PM on Month Day, 2022 and will be answered and posted to <https://cityofriodell.ca.gov/> (insert appropriate link) by 5:00 PM on Month Day, 2022.

To ensure fairness and avoid misunderstandings, all communications must be in written format and addressed only to the individual set forth above. Any verbal communications will not be considered or responded to. Written communications should be submitted via email to the address provided above. All questions received by the due date will be logged and reviewed and, if required, a response will be provided via an addendum to the RFP. **Any communications, whether written or verbal, with the Mayor, any City Councilmember, or City staff, other than the individual indicated above (specific to this Request for Proposals), prior to award of a contract, is strictly prohibited and the proposer shall be disqualified from consideration.**

6. Public Records

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least ten (10) days before selection and award.

If a proposer claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the Proposal. Personal information should be labeled as confidential and will remain so. Note that under California law, price proposal to a public agency is not a trade secret.

7. Evaluation Process and Selection Criteria

The City will conduct the selection process. The City is the final decision-maker regarding this selection, and it reserves the right to reject any or all responses at any time. The City reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to City staff, community groups, or others.

Selection Criteria: The following criteria will be used for initial scoring purposes and to determine a proposer interview list (please note, the City may choose to interview the top two responsive proposers – at a minimum).

1. Qualifications/Relevant Experience (20%)
2. Proposed Sign(s) Location(s) (20%)
3. Project Timeline/Schedule (20%)
4. Agreement Terms and Conditions (30%)
5. Project Proforma (10%)

After proposer interviews, the City will re-score the interviewee's proposal using the aforementioned scoring criteria. The subsequent re-scoring of all interviewee's proposals shall be the basis for the selection of a proposer and a recommendation to the City Council for final approval.

675 Wildwood Avenue
Rio Dell, CA 95562



TO: Mayor and Members of the City Council

FROM: Karen Dunham, City Clerk

THROUGH: Kyle Knopp, City Manager

DATE: January 4, 2022

SUBJECT: Resolution Declaring the Need for Continued Virtual Meetings in Accordance with AB 361, or Resolution Discontinuing Virtual Meetings and Resuming In-Person/Virtual (Hybrid) Meetings

RECOMMENDATION

Adopt Resolution No. 1519-2022 declaring the need for continued virtual City Council and Commission meetings during declared State of Emergency pursuant to Government Code Section 54953 (AB 361) (Version 1); or

Adopt Resolution No. 1519-2022 declaring the need to resume with in-person/virtual (hybrid) meetings (Version 2).

BACKGROUND AND DISCUSSION

At the October 5, 2021 regular meeting, the City Council adopted Resolution No. 1505-2021 declaring the need for virtual City Council and Commission meetings during declared State of emergency related to AB 361 exempting the City from certain Brown Act teleconferencing rules. At the November 2, 2021 regular meeting, the City Council adopted Resolution No. 1509-2021 extending the order for another 30 days. At the December 7, 2021 regular meeting, the Council adopted Resolution No. 1513-2021 extending the order yet another 30 days.

To continue utilizing the AB 361 exemptions to the Brown Act teleconferencing rules, the Council must make the following findings by majority vote every 30 days:

- The legislative body has reconsidered the circumstances of the emergency; and
- Either of the following circumstances exist: The state of emergency continues to directly impact the ability of members to meet safely in person, or State or local officials continue to impose or recommend social distancing measures.

The goal of AB 361 is “to improve and enhance public access to local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options” consistent with Executive Order N-29-20. The bill contains an urgency clause which became effective upon signing with a sunset date of January 1, 2024.

The Humboldt County Public Health Division reported 178 new COVID cases countywide for the period of December 22, 2021 to December 27, 2021, none of which were reported in Rio Dell. They also indicated that they are keeping an eye on the new Omicron variant and to date, there have been no known cases locally but there have been confirmed cases in California and most other states.

With passage of Resolution 1519-2021 to continue conducting City Council meetings remotely, staff will bring the item back at the first meeting in February to reconsider the circumstances of the emergency and, if appropriate, make findings to continue to hold virtual meetings pursuant to AB 361, or to resume in-person/virtual (hybrid) meetings. The other option is to discontinue conducting meetings remotely and resume with in-person (hybrid) meetings, effective with next regular meeting on January 18, 2022 or the February 1, 2022 regular meeting. As previously noted, all participants at in-person meetings are required to wear masks during the entire meeting regardless of vaccination status.

Attachments:

Resolution No. 1519-2022 – Continuing with Remote Meetings
Resolution No. 1519-2022 – Resuming with In-Person Meetings



RESOLUTION NO. 1519-2022

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIO DELL DECLARING THE NEED TO CONTINUE
CONDUCTING CITY COUNCIL AND COMMISSION MEETINGS
REMOTELY DURING DECLARED STATE OF EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 54953 (AB 361)**

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom meetings for all City Council and Commission meetings; and

WHEREAS, on March 27, 2020, the City Council adopted Resolution No. 1449-2020 declaring a local emergency due to COVID-19; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N08-21, which placed an end date of September 30, 2021, for agencies throughout the state and requiring local agencies to observe all the usual Brown Act requirements as they existed prior to the issuance of the orders; and

WHEREAS, since issuing Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, on August 6, 2021, in response to the Delta variant, the Humboldt County Health Department ordered all individuals to wear masks when inside public spaces and maintain social distancing; and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361 which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Brown Act Orders; and

WHEREAS, the City cannot maintain social distancing requirements for the public, staff, Councilmembers, and Commissioners in their respective meeting locations; and

WHEREAS, on October 5, 2021 the City Council adopted Resolution No. 1505-2021 declaring the need for virtual City Council and Commission meetings during declared State of Emergency pursuant to Government Code Section 54953 (AB 361) and;

WHEREAS, the City Council extended the declaration through November, 2021 with passage of Resolution No. 1509-2021; and

WHEREAS, The City Council then extended the declaration through December, 2021 with passage of Resolution No. 1513-2021; and

WHEREAS, AB 361 provides that, if the state of emergency remains active for more than 30 days, a local agency must make certain findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules.

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

1. In compliance with AB 361, and in order to continue to teleconference without the usual teleconference requirements of the Brown Act, the City Council makes the following findings:
 - a. The City Council has reconsidered the circumstances of the state of emergency; and
 - b. The state of local emergency continues to directly impact the ability of the City Council and its Commissions, as well as staff and members of the public from meeting safely in person; and
 - c. County of Humboldt Health Department orders require all individuals in public spaces to maintain social distancing; however, the City cannot maintain social distancing requirements for the Councilmembers, Commissioners, staff and the public in the meeting spaces.

2. City Council and Commission meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361, in order to better ensure the health and safety of the public.
3. The City Council will revisit the need to conduct meetings remotely within 30 days of the adoption of the resolution.

Debra Garnes, Mayor

ATTEST:

I, Karen Dunham, City Clerk of the City of Rio Dell, certify that the foregoing Resolution was introduced at a regular meeting of the City Council held on January 4, 2022 and was adopted thereafter by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Karen Dunham, City Clerk



RESOLUTION NO. 1519-2021

**RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIO DELL DECLARING THE NEED TO DISCONTINUE
CONDUCTING CITY COUNCIL AND COMMISSION MEETINGS
REMOTELY DURING DECLARED STATE OF EMERGENCY
PURSUANT TO GOVERNMENT CODE SECTION 54953 (AB 361)
RESCINDING RESOLUTION NO. 1513-2021**

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom meetings for all City Council and Commission meetings; and

WHEREAS, on March 27, 2020, the City Council adopted Resolution No. 1449-2020 declaring a local emergency due to COVID-19; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N08-21, which placed an end date of September 30, 2021, for agencies throughout the state and requiring local agencies to observe all the usual Brown Act requirements as they existed prior to the issuance of the orders; and

WHEREAS, since issuing Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, on August 6, 2021, in response to the Delta variant, the Humboldt County Health Department ordered all individuals to wear masks when inside public spaces and maintain social distancing; and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361 which allows cities to continue to meet remotely during proclaimed states of emergency under modified Brown Act requirements that are similar but not identical to the rules and procedures established by the previous Executive Brown Act Orders; and

WHEREAS, on October 5, 2021 the City Council adopted Resolution No. 1505-2021 declaring the need for virtual City Council and Commission meetings during declared State of Emergency pursuant to Government Code Section 54953 (AB 361) and;

WHEREAS, the City Council extended the declaration through November, 2021 with passage of Resolution No. 1509-2021; and

WHEREAS, the City Council then extended the declaration through December, 2021 with passage of Resolution No. 1513-2021; and

WHEREAS, AB 361 provides that, if the state of emergency remains active for more than 30 days, a local agency must make certain findings by majority vote every 30 days to continue using the bill's exemption to the Brown Act teleconferencing rules.

WHEREAS, the City Council reviewed the findings and determined that social distancing requirements can be maintained for the public, staff, Councilmembers, and Commissioners in their respective meeting locations.

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

- a. The City Council has reconsidered the circumstances of the state of emergency; and
- b. The state of local emergency does not continue to directly impact the ability of the City Council and its Commissions, as well as staff and members of the public from meeting safely in person; and
- c. County of Humboldt Health Department orders require all individuals in public spaces to maintain social distancing; and the City can maintain those social distancing requirements for the Councilmembers, Commissioners, staff and the public in the meeting spaces.

2. City Council and Commission meetings will resume as in-person/ virtual (hybrid) meetings while ensuring the health and safety of the public, staff, councilmembers and commissioners in their respective meeting locations

Debra Garnes, Mayor

ATTEST:

I, Karen Dunham, City Clerk of the City of Rio Dell, certify that the foregoing Resolution was introduced at a regular meeting of the City Council held on January 4, 2022 and was adopted thereafter by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Karen Dunham, City Clerk