



RIO DELL CITY COUNCIL AGENDA
REGULAR MEETING - 6:30 P.M.
TUESDAY, JANUARY 7, 2020
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

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



In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting. Assistance listening devices are now available for the hearing impaired. Please see the City Clerk for a receiver.

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CEREMONIAL MATTERS
- E. PUBLIC PRESENTATIONS

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

F. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the 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) 2020/0107.01 - Approve Minutes of the December 3, 2019 Regular Meeting **(ACTION)**

2) 2020/0107.02-	Authorize the City Manager to Execute and Approve an Agreement with Koff and Associates for a Total Compensation Study (ACTION)	9
3) 2020/0107.03 -	Receive and File Check Register for November 2019 (ACTION)	23
G.	ITEMS REMOVED FROM THE CONSENT CALENDAR	
H.	REPORTS/STAFF COMMUNICATIONS	
1) 2020/0107.04 -	City Manager Staff Update (RECEIVE & FILE)	28
I.	SPECIAL PRESENTATIONS/STUDY SESSIONS	
J.	SPECIAL CALL ITEMS/COMMUNITY AFFAIRS	
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2) 2020/0107.06 -	Discussion on Danco Project (DISCUSSION/POSSIBLE ACTION)	43
3) 2020/0107.07 -	Discussion on Article Entitled “Beyond Ethics: Establishing a Code of Conduct to Guide Your Council” (DISCUSSION/POSSIBLE ACTION)	44
K.	ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS	
1) 2020/0107.08 -	Introduction and first reading(by title only) of Ordinance 378-2019 Establishing a Water Efficient Landscape Ordinance, Chapter 13.40 of the Rio Dell Municipal Code (DISCUSSION/POSSIBLE ACTION)	49
L.	COUNCIL REPORTS/COMMUNICATIONS	
M.	ADJOURNMENT	

*The next regular City Council meeting is scheduled for
Tuesday, January 21, 2020 at 6:30 p.m.*

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 3, 2019**

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

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

 Absent: Councilmember Strahan (excused)

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

 Absent: Community Development Director Caldwell

CEREMONIAL MATTERS

Proclamation – Human Rights Awareness Month

Mayor Garnes read the proclamation and presented it to a representative from the Humboldt County Human Rights Commission.

Phillip, a volunteer from the Commission thanked the Council for the proclamation and expanded on the Human Kindness Campaign. He said through social media the Commission is promoting acts of kindness and asked City Administrators to keep their eyes open in January for an email on the issue. He noted that the Commission is always looking for new members and encouraged interested persons to get involved.

PUBLIC PRESENTATIONS

Beverly Chang addressed the Council about the wind energy project and implored the City Council to contact California Representative Alan Lowenthal who developed a draft bill, which was later signed into law, to amend the Migratory Bird Treaty Act (MBTA) to explicitly include a prohibition against unintentional taking of migratory birds. The bill defines unintentional take as “the killing or taking of migratory birds that directly and foreseeable results from, but is not the intended purpose of, covered commercial activity.” Such commercial activity specifically targets windmill projects in addition to communication towers, electrical transmission or distribution lines, solar power generation facilities, and other commercial development. She said that she contacted Representative Lowenthal and told him about the proposed wind energy project and implored the City Council to do the same.

Nick Angeloff provided an update on Chamber of Commerce activities and thanked the Council for the generous contribution for holiday decorations. He commented that the rest of

the lights and decorations would be up by Saturday, in time for the Annual Tree Lighting event. He indicated that they would be running the light cords for the stars through cables to address the safety concerns.

Ruth Allen expressed concerns about the harm to birds and other wildlife should the Wind Energy Project move forward.

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.

Councilmember Wilson removed consent calendar Item Nos. 2, 3 and 5 for separate discussion.

Motion was made by Woodall/Johnson to approve the consent calendar including approval of minutes of the November 19, 2019 regular meeting; and approval of Resolution No. 1440-2019 authorizing application for, and receipt of SB-2 Planning Grants Program Funds. Motion carried 4-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Approve Resolution No. 1438-2019 Awarding ATP Project to Mercer Fraser Company and Amending the Fiscal Year 2019-20 Budget

Councilmember Wilson questioned the budget amendment and asked if the project costs changed substantially.

Finance Director Dillingham explained that the increase in revenues is offset by an increase in expenditures. The cost of the ATP project was unknown until the project went out to bid so this is simply putting the approved funds from the State into the budget.

Motion was made by Wilson/Johnson to approve Resolution No. 1438-2019 awarding ATP Project to Mercer Fraser Company and amending the Fiscal Year 2019-20 Budget. Motion carried 4-0.

Receive and File Fiscal Year 2018-2019 Annual Financial Report

Councilmember Wilson noted that the Annual Financial Report shows an increase in revenues and reserve balances and asked if there is anything in particular that is attributable to the increase.

City Manager Knopp commented that part of the reason was that there was an increase in Measure U revenue.

Finance Director Dillingham added that part of the reason is the result of conservative estimating of revenues in the budget.

Councilmember Wilson questioned the \$400,000 fund balance (31% more than estimated) in the sewer fund.

Finance Director Dillingham explained that it had to do with a loan that was reported as restricted which didn't need to be. It only impacted the numbers when the budget was developed but it didn't change the bottom line. An adjusting entry was made to correct the entry.

Motion was made by Wilson/Johnson to receive and file the Fiscal Year 2018-2019 Annual Financial Report. Motion carried 4-0.

Receive and File Letter from Nuisance Advisory Committee Endorsing Universal Pickup as a Concept

Councilmember Wilson asked what the City of Fortuna had to do with Rio Dell's position on Universal Pickup.

City Manager Knopp explained that in order for Universal Pickup to be cost effective, other jurisdictions, including Fortuna would need to be on board because of the initial capital investment for Recology to purchase garbage bins and new trucks. If Rio Dell were to go with Universal Pickup alone, those costs would be borne by Rio Dell ratepayers. He explained that the intention of the Nuisance Advisory Committee was to endorse the initial concept. Certain details would need to be worked out, such as standardized contracts that would expire at the same time.

Councilmember Wilson asked if Recology would be willing to make the same presentation to the City Council as they did for the Nuisance Advisory Committee.

City Manager Knopp noted that this agenda item is a receive and file only item but with Council consensus, staff can invite Recology to a subsequent Council meeting and to see what the status is with Fortuna.

The consensus of the Council was to invite Recology to provide a presentation to the Council.

Motion was made by Wilson/Johnson to receive and file the letter from the Nuisance Advisory Committee endorsing Universal Pickup as a concept. Motion carried 4-0.

REPORTS/STAFF COMMUNICATIONS

City Manager/Staff Update

No written update was provided at this time.

SPECIAL PRESENTATIONS/STUDY SESSIONS

Presentation on Solar Feasibility Study

City Manager Knopp provided background on the City's relationship with Redwood Coast Energy Authority (RCEA) going back to 2003 with the execution of a Joint Powers Agreement.

He explained that RCEA was authorized to implement a Public Agency Pilot Solar Program with the intended purpose of offsetting the electrical load at public facilities. He noted that in 2018, the City Council authorized staff to sign a letter of intent to participate in the Public Agency Pilot Solar Program. As part of the program, City facilities were reviewed for efficiency options and RCEA replaced lighting in City facilities with LED lights at no cost to the City.

He noted that two main solar options were explored for Rio Dell, which were: 1) Wastewater Treatment Plant; and 2) City Hall Roof.

Mike Avcollie, Project Manager of RCEA was present to provide a presentation and answer questions on the Solar Feasibility Study for the City of Rio Dell.

He stated that they were able to come out and perform an analysis of the energy consumption, efficiency opportunities, and solar photovoltaic installation opportunities at both the Wastewater Treatment Facility and City Hall. He noted that while both projects would provide economic and environmental benefits to the City, the City Hall project option would provide the greatest economic benefit, with a simple payback period of less than 10 years. He said that they completed an LED lighting upgrade to reduce electrical use and costs at City Hall and with a solar PV array; it would offset the remaining electric use. He noted that the roof at City Hall seems to be in good condition but a structural assessment could be done prior to solar installation.

He commented that solar installation at the Wastewater Treatment Facility would require greater initial capital investment and would require a payback period of almost 17 years. He noted that an out-of-the area consultant was used to access efficiency options for the Wastewater Treatment Facility, which was a very useful process, but they were unable to find much of an efficiency project for the WWTP due to several upgrades that were already done. One option that was identified was to upgrade the outside lights with LED lights.

Discussion continued regarding a summary of the City's electric use versus solar output, potential annual cost savings, financial options and other funding mechanisms.

Councilmember Wilson commented that the City would essentially pay off the loan for solar with the electric savings from PG&E.

Mr. Avcollie agreed but pointed out that the City would avoid any PG&E increases over the life of the loan.

Councilmember Wilson asked if battery supply was considered and noted that batteries can reduce demand charges.

Mr. Avcollie noted that they are able and willing to do a battery storage analysis. He went on to explain the E-19-S rate at the Wastewater Treatment Facility, which incorporates demand charges based on peak electric demand, which make up a large portion of the WWTP electric charges.

Councilmember Wilson said that the Council discussed the idea of City Hall being an emergency charging facility in the event of a power outage and said that he would like to explore solar for City Hall with battery backup.

He also suggested a rooftop solar array at the WWTP to make the plant for efficient, but without battery backup.

Mayor Pro Tem Woodall questioned the reason for not recommending battery backup at the WWTP.

Councilmember Wilson explained that the WWTP would need some very expensive batteries for their system, noting that the downside to solar is the initial cost.

Mr. Avcollie noted that grants may be available through the State Clean Water Revolving Fund or EPIC but grants take a lot more effort. In addition, there are USDA grants, which would make battery storage viable.

Mayor Pro Tem Woodall asked if the City should explore a third party solar company as an option.

Councilmember Wilson said that he would not recommend it for the City.

City Manager Knopp commented that for City Hall the biggest power use is the heating and air conditioning.

Mr. Avcollie indicated that the most critical needs of the City could be defined such as technical equipment and lighting.

The consensus of the Council was to pursue the feasibility of solar for City Hall and the Wastewater Treatment Facility.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Update on Humboldt Wind Energy Project

City Manager Knopp provided a brief update on the Humboldt Wind Energy project and reported that the Humboldt County Board of Supervisors issued a Notice of Public Hearing scheduled for December 16, 2019 to consider the appeal related to the Planning Commission's denial of the Humboldt Wind LLC Conditional Use Permit.

He said that needed in this process, is for the Board of Supervisors to hear the voice of the community and to keep the dialog at a high level. It was suggested that staff work with the Council to draft and begin circulating a petition opposing the project. He commented that the City sent a number of letters to the County expressing concerns about the project and staff and councilmembers appeared before the County Planning Commission to address those same concerns. A petition would be the next step and probably the most constructive thing to do at this point.

Mayor Garnes commented that any help in circulating petitions would be greatly appreciated. She said that she had spoken to Supervisor Fennell who indicated that she had not received any comments from citizens regarding the project. She encouraged people to text, email or call Supervisor Fennell and let her know the concerns. She expressed the need to ban together and stand up for the community. She said that she had asked that a meeting be held here so everyone could see an actual perception of what the windmills would look like; otherwise, they have no idea. She suggested a copy of the petition at City Hall as well as some of the businesses.

Ruth Allen volunteered to circulate the petition on Saturday during the Annual Tree Lighting event.

Mayor Pro Tem Woodall thought the idea of circulating petitions was a great idea and suggested everyone inundate Supervisor Fennell with emails and perhaps reminds her that she is up for election on March 20, 2020.

Ranada Laughlin also volunteered to help circulate petitions and offered to car pool to the public hearing on December 16, 2019. She then referred to an article in the *Forest & River News Grassroots Conservation & Restoration in the Redwood Region* titled "The High Ecological Toll of a Wind Factory on Bear River and Monument Ridges" and encouraged everyone to read it.

She also reminded everyone that Supervisor Fennell is in Fortuna at the Veterans Building on Thursdays from 9-12 for anyone that would like to talk to her in person.

City Manager Knopp stated that staff attempted to charter a bus to help facilitate transportation to the public hearing but there were no viable options available.

Beverly Chang commented that there are groups of folks (The North Coast Climate Justice Alliance) that plan to march in support of the Planning Commission denial of the Wind Energy project. In addition, she sent a letter to the United Nations in France with a copy to the Board of Supervisors about no action on tribal lands. She indicated that the San Francisco Chronicle was also interested in the TerraGen project and will be doing research on their end.

Ruth Allen noted that Rick Pelren has also been busy writing letters.

City Manager Knopp announced that petitions would be available at 1:00 the following day for anyone interested in helping to circulate them around town.

Danco Project Update Related to Outreach Efforts

City Manager Knopp provided a staff report and said that in the past the Council discussed the idea of arranging some type of meetings with the City, the County, Danco and neighbors of the project to discuss any rollout issues. He said that staff sent out emails with proposed meeting dates but did not receive a good response from Danco representatives or DHHS representatives. He noted that Danco representatives indicated that they would like to host meetings when and if problems arise so would not commit to any dates. He commented that the project is scheduled to be completed by December 31, 2019 and that he would like to arrange for a tour of the site with council and staff prior to occupancy. He said that staff is looking for any additional Council direction at this time.

Mayor Garnes commented that there is not a lot the City Council can do because the project is private except perhaps put pressure on the County to do what they said they would do.

City Manager Knopp explained that because the project is private and the City is not the funding agency, the only real pressure is political pressure. He said that there is no requirement for Danco to hold meetings but as problems arise, staff fully intends on holding meetings with Danco and the County to resolve those issues.

Mayor Garnes asked if it would help to send a letter to Sally Hewitt at DHHS.

City Manager Knopp noted that it would be one option or the Council could form an Adhoc Committee as another option.

Mayor Garnes suggested the idea of an Adhoc Committee be brought back for discussion at the next meeting with Councilmember Strahan present.

Mayor Garnes called for public comment on the subject.

Sharon Wolfe questioned the goal of the Adhoc Committee.

Mayor Garnes responded that the creation of an Adhoc Committee was Councilmember Strahan's idea and that she wasn't exactly sure what the goal was of the committee.

Councilmember Johnson pointed out that many of the clients moving into the facility will basically have a shopping cart and backpack. As such, they will be in need of a bed, furniture and housewares. Unless people step up, they probably will not have any of these things. He said that he would like to see the people who move in be comfortable and suggested information be included in a City Newsletter asking citizens to donate household items they no longer need.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Introduction and first reading (by title only) of Ordinance No. 378-2019 Establishing a Water Efficient Landscape Ordinance, Chapter 13.40 of the Rio Dell Municipal Code
Mayor Garnes announced the continuation of this item to the next regular meeting.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Johnson referred to an article in the December issue of *Western Cities Magazine* titled "Beyond Ethics: Establishing A Code of Conduct to Guide Your Council". He said it was an excellent article and asked councilmembers to read the article for discuss it at the next meeting.

Councilmember Wilson reported on his attendance at the last Redwood Coast Energy Authority (RCEA) meeting and said that the County signed on to the idea of PG&E becoming a customer-owned utility. He said that they added "such as" to the letter as one alternative. He said that they passed a motion to sign both letters and asked that both letters be placed on the next agenda for discussion.

The consensus of the Council was to place the item on the next agenda.

ADJOURNMENT

Motion was made by Johnson/Garnes to adjourn the meeting at 8:05 p.m. to the December 17, 2019 regular meeting. Motion carried 4-0.

Debra Garnes, Mayor

Attest:

Karen Dunham, City Clerk



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

January 7, 2020

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize the City Manager to Execute and Approve an Agreement with Koff and Associates for a Total Compensation Study

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to Execute and Approve an Agreement with Koff and Associates for a total Compensation Study; or take no/alternative action.

BACKGROUND AND DISCUSSION

The City last had a total compensation study performed in October of 2010. Over time, job duties, technology, regulations and comparative compensation have evolved. Additionally, both the Rio Dell Employees Association and Rio Dell Peace Officers Association communicated during the last contract negotiations that a compensation study needed to be performed. During the FY 2019-20 budget, the City Council appropriated \$35,000 to perform this study.

Staff submitted a request for proposals to six vendors but received only one response from Koff and Associates. This group has performed several studies in the Northern California Region in recent years. Staff is recommending approval of an agreement with Koff and Associates in the amount of \$24,750 (a billable rate of \$150 /hr.) with a not to exceed amount of \$30,000.

The study serves the purpose of providing professional third party analysis of the City's compensation and job descriptions to better inform and provide recommendations to the Council, staff and management about compensation. The study itself does not address affordability but can be used as a useful reference concerning policy on compensation.

Attachment:

Draft Agreement with Koff and Associates

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**CITY OF RIO DELL
PROFESSIONAL SERVICES AGREEMENT
FOR TOTAL COMPENSATION STUDY SERVICES**

This Agreement ("Agreement") for professional services is made on **2020**, between the City of Rio Dell, a California municipality ("City"), and KOFF & ASSOCIATES. ("Consultant").

1. Scope of Services. Consultant shall provide to City the professional services described in the Scope of Services, attached hereto as **Attachment A** and incorporated herein (the "Services"). Only the City's governing body or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. Term. This Agreement shall become effective on **January , 2020**, and shall continue in full force and effect until **December , 2020**, unless sooner terminated in accordance with Section 12, below ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for an additional two years, unless either party provides the other sixty (60) days prior written notice before the expiration of the Initial Term of its election not to renew this Agreement for the additional two year term. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

3. Compensation. For the full and satisfactory completion of the Services, City shall compensate Consultant on a Time and Materials as needed basis as described in **Attachment B**.

4. Prevailing Wage Laws. Services by persons deemed to be employees of Consultant possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. Consultant has the sole responsibility to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Consultant, at its expense, shall indemnify, defend (including Consultant's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5. Payment. City shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum:

- 5.1 A description of the specific Services provided,
- 5.2 the name of the individual providing the Services,
- 5.3 the date(s) upon which the Services were provided,
- 5.4 the time spent providing the Services,

5.5 the amount due for the Services and the basis for calculating the amount due, and

5.6 an itemized summary of Allowable Reimbursable Expenses.

6. Independent Contractor. Consultant understands and acknowledges that Consultant is an independent contractor, not an employee, partner, agent, or principal of the City. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the Parties. At its own expense, Consultant is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for Consultant and for Consultant's employees and Subconsultants. Consultant has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom Consultant uses in performing the Services under this Agreement. Consultant shall provide the Services in Consultant's own manner and method, except as this Agreement specifies.

Consultant shall indemnify, defend (including Consultant's providing and paying for legal counsel for City), and hold harmless City for any obligation; claim; suit; demand for tax or retirement contribution; social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that City may be required to make on behalf of Consultant, an employee of Consultant, or any employee of Consultant construed to be an employee of City, for the work done under this Agreement.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

7.4 Consultant represents and warrants that it is now, and will remain for the duration of its Services, properly licensed, qualified, experienced, and equipped to perform the Services.

7.5 Consultant possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement and the Services in a professional and competent manner.

7.6 Consultant represents and warrants that the Services and the sale or use of the Services shall not infringe, directly or indirectly, on any valid patent, copyright or trademark, and Consultant shall, at Consultant's sole cost and expense, indemnify, defend and hold harmless the City from and against any and all claims and causes of action based on alleged or actual infringements thereof.

7.7 These warranties shall survive the expiration or termination of this Agreement, and are in addition to any warranties provided by law. No payment to Consultant for any Services performed hereunder (including, without limitation, final payment) shall constitute a waiver of any Claims by the City against Consultant relating to the Services.

8. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

City:

Consultant:

City of Rio Dell
675 Wildwood Ave.
Rio Dell, CA 95562
Ph: (707) 764-3532
Attention: City Manager

KOFF & ASSOCIATES
2835 Seventh Street
Berkeley, CA 94710
Ph: 510-658-5633
Attention: Chief Executive Officer

9. Indemnity.

Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the City, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of Services under this Agreement to the maximum extent provided by law, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, resulting solely from the City's own negligent acts or omissions, recklessness, or willful misconduct. If it is finally adjudicated that liability is caused by the comparative fault of the City, then Consultant's indemnification and defense obligations shall be reduced in proportion to the

established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault. In no event shall the cost to defend the City charged to Consultant exceed the Consultant's proportionate percentage of fault as finally adjudicated.

As respects all acts or omissions which do not arise directly out of the performance of design professional services as defined in Civil Code section 2782.8, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, defend and hold harmless the City, its officers officials, employees and volunteers for an against any claim, demands, losses, liability of any kind or nature arising out of or in connection with the Consultant's performance or failure to perform under the terms of this Agreement, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the City, its officers, officials, employees and volunteers.

This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement.

10. Insurance. Before providing any services under this Agreement, Consultant shall be required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of services under this Agreement, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

10.1 The following insurance policies and limits are required for this Agreement:

10.1.1 Commercial General Liability Insurance ("CGL"). The CGL policy shall be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Consultant's acts or omissions in the performance of services under this Agreement with limits of at least two million dollars (\$2,000,000.00) per occurrence. The CGL policy must name City as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and must protect City, its officers, employees, and agents against any and all

liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Agreement. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

10.1.2 Automobile Insurance. The automobile liability insurance shall cover bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence, including owned, hired, and non-owned vehicles.

10.1.3 Workers' Compensation Insurance and Employer's Liability. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least two million dollars (\$2,000,000.00). If Consultant is self-insured, Consultant shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

10.1.4 Professional Liability. This insurance must insure against Consultant's errors and omissions in the provision of services under this Agreement, in an amount no less than two million dollars (\$2,000,000.00) combined single limit.

10.2 Each certificate of insurance must state that the coverage afforded by the policy or policies shall not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to City, unless due to non-payment of premiums, in which case at least ten (10) days written notice shall be made to City.

10.3 Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City.

10.4 The CGL policy must include the following endorsements:

10.4.1 The inclusion of more than one insured shall not operate to impair the rights of one insured against another, and the coverages afforded shall apply as though separate policies have been issued to each insured.

10.4.2 The insurance provided is primary and no insurance held or owned by City shall be called upon to contribute to a loss.

11. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

12. Early Termination.

12.1 **Termination for Convenience.** City may terminate this Agreement for convenience by giving fourteen (14) calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to that date that such notice of termination is given.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice seven (7) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

13. Work Product. City shall be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties.

14. Audit. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, Consultant shall:

14.1 Keep and maintain, in their original form, all records, books, papers, or documents related to Consultant's performance of this Agreement; and

14.2 Permit City or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to Consultant's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work Consultant has performed or will perform under this Agreement.

15. General Provisions.

15.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

15.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

15.3 **Nondiscrimination.** Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

15.4 **Choice of Law and Venue.** This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which City is located, and no other place.

15.5 **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

15.6 **Amendment.** No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

15.7 **Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

15.8 Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

15.9 Attachments. If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment.

15.10 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

15.11 Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

15.12 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

15.13 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

15.14 Authorization. Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

15.15 Attorneys Fees and Venue for Disputes. If litigation becomes necessary to enforce the terms and provisions of this Agreement or as a

result of any breach by Architect or the City of this Agreement, the prevailing party in any such litigation shall be entitled to recover reasonable attorney's fees and costs. The Humboldt County Superior Court for the State of California shall have exclusive jurisdiction over any dispute arising out of this Agreement or Consultant's provision of Services hereunder, and shall serve as the venue for any such dispute. All parties expressly consent to this designation of jurisdiction and venue.

16. Special Provisions.

16.1 Payment Terms. Client shall pay K&A for its fees and reimbursable expenses (if applicable) within 30 days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of K&A within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice; provided, however, that late fees shall not accrue to any portion of an invoice that Client disputes and is pursuing a resolution a resolution to the dispute pursuant to the Dispute Resolution procedures set forth in Section 11, above. If late fees are not paid, they will carry forward to next invoice.

16.2 Non-Solicitation. Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any K&A employee or contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that K&A recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team Member's first year's total compensation which accurately reflects a reasonable estimate of K&A's time and costs attendant to its recruitment, hiring, retention, and management of Team Members.

The parties agree to this Agreement as witnessed by the signatures below:

CITY:

CONSULTANT:

CITY OF RIO DELL

KOFF & ASSOCIATES

s/ _____

s/ _____

Kyle C. Knopp, City Manager
Name/Title [print]

Date: _____

Georg S. Krammer, CEO
Name/Title [print]

Date: _____

Attachments:

Attachment A: Scope of Services
Attachment B: Consultant's Fee Schedule

Attachment A

SCOPE OF SERVICES

The project consists of furnishing all labor, materials, equipment, tools, supervision and travel necessary to complete the following tasks:

- a. Review existing job classification descriptions and qualifications and recommend updates, as needed.
- b. Review all current job classifications and qualifications, confirm, and recommend changes to hierarchical order of jobs if required based on evaluation.
- c. Establish appropriate benchmarking standards and conduct salary surveys as needed for similar positions with comparable Northern California municipalities.
- d. Analyze and recommend changes to present compensation structure to meet market analysis.
- e. Consultant to review current compensation plan (salary grade levels and steps) and understand current challenges in recruiting and retaining employees.
- f. Consultant to recommend and identify a consistent and competitive market position that the City can strive to maintain.
- g. Consultant to recommend comparable labor markets.
- h. Consultant to conduct a comprehensive compensation and benefit survey.
- i. Consultant to recommend appropriate salary range for each position based on the classification plan, the compensation survey results, changes to minimum wage and the internal relationships and equality.
- j. Consultant to develop guidelines to assist City staff with determining the starting pay for new employees based on knowledge and experience above the minimum requirements of the position, how difficult the position is to fill, and market competitiveness.

- k. Consultant to identify any extreme individual or group compensation inequities and to provide a recommended corrective action plan and processes to remedy these situations.
- l. Consultant to make recommendations and to provide implementation strategies related to other compensation practices, including pay for performance, skill pay, special assignment pay, certification pay, and acting assignment pay.
- m. Provide a recommendation for total salaries and benefits, including the total compensation package of insurance and other benefits (including paid leave)
- n. Determine the cost of implementing the proposed compensation changes with current employees, and the future impact of recommended changes.

Attachment B

Contractor shall bill at the combined professional and clerical rate of \$150.00 per hour. Contractor shall not exceed 165 hours of work (or \$24,750 in billable expenses) without the express written authorization of the City Manager.

Deliverables	Total Compensation Study	Hours
A.	Meetings with the Study Project Team and Management Staff for Review of Process, Products and Documents Required <i>Assumes an onsite meeting at City offices; if the City prefers conducting meetings via phone or video call, we can adjust these hours</i>	12
B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	12
C.	Data from Comparators <i>Assume up to 18 classifications, up to 12 comparators</i>	50
D.	Analysis and Preliminary Review of Data <i>Assume up to 18 classifications, up to 10 comparators</i>	25
E.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings <i>Assume Conference Call Only</i>	20
F.	Analysis of Internal Relationships and Alignment	4
G.	Compensation Structure and Implementation Plan	10
H.	Final Report and Guidelines for Implementation	16
	Formal Appeals Process *	0
I.	Final Presentation <i>Assumes an onsite presentation to the City Council at City offices; if the City prefers that we call or video into a Council meeting, we can adjust these hours</i>	12
	<i>Anticipated hours for additional unscheduled meetings and phone calls</i>	4
	Total Professional Hours -- Compensation	165
	Combined professional and clerical composite rate: \$150/Hour	\$24,750
	Expenses are included in our combined composite rate:	N/A
	<i>Expenses include but are not limited to duplicating documents, binding reports, phone, fax, supplies, postage, travel expenses, per diem, etc.</i>	

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
8514	11/05/2019	[6038] ACCURATE TERMITE & PEST SOLUTIONS	MONTHLY RODENT CONTROL @ 475 HILLTOP DR	170.00
8515	11/05/2019	[5381] ALTERNATIVE BUSINESS CONCEPTS	STAPLES FOR KYOCERA COPIER	108.74
8516	11/05/2019	[6690] ASH, APRIL & COX, HANNAH	CUSTOMER DEPOSIT REFUND	167.95
8517	11/05/2019	[3975] AT&T - 5709	FAX LINE EXPENSES FOR OCTOBER 2019	56.01
8518	11/05/2019	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 10/25/19	150.00
8519	11/05/2019	[2315] COUNTY OF HUMBOLDT PLANNING & BUILDING DEPT	MOU FOR PAULA MUSHRUSH	220.55
8520	11/05/2019	[5127] DELTA DENTAL	DENTAL INSURANCE FOR DECEMBER 2019	1,899.39
8521	11/05/2019	[2385] EUREKA READYMIX	23.89 TONS SAND; 13.36 TONS 3/4 BASE ROCK	515.14
8522	11/05/2019	[2393] FASTENAL COMPANY	MISC BLADES	45.76
8523	11/05/2019	[2405] FORTUNA ACE HARDWARE	2 GAL DISTILLED WATER; BATTERIES; TRASH BAGS	50.58
8524	11/05/2019	[5765] GARNES, DEBRA	LODGING REIMBURSEMENT; MILEAGE & MEALS PER DIEM; TAXI & SHUTTLE TO ATTEND LOCC ANNUAL CONFERENCE	589.65
8525	11/05/2019	[2750] HD Supply Facility Maintenance DBA: USA BLUEBOOK	TOTAL CHLORINE REAGENT SET FOR HACH CL17	377.30
8526	11/05/2019	[2551] MIRANDA'S ANIMAL RESCUE	ANIMAL CONTROL FOR OCTOBER 2019	1,900.00
8527	11/05/2019	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDER UTILITY WORKERS SHIRTS	41.97
8528	11/05/2019	[2569] NORTH COAST LABORATORIES, INC.	BOD/NFR, BOD/NFR	220.00
8529	11/05/2019	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR NOVEMBER 15 THROUGH DECEMBER 15, 2019, BALANCE DUE ON BATTERY BACK-UPS	1,460.00
8530	11/05/2019	[6806] PINTERMEDIA LLC	MONTHLY WEB HOSTING FEE FOR NOVEMBER 2019	30.00
8531	11/05/2019	[4338] QUILL CORPORATION	EIGHT CASES COPY PAPER; SAMSUNG BLACK TONER CARTRIDGE; POST-IT PAGE MARKERS; EPSON RIBBON	389.63
8532	11/05/2019	[6349] RECOLOGY EEL RIVER	GARBAGE BAGS FOR OCTOBER 2019	275.00
8533	11/05/2019	[2655] RENNER PETROLEUM	70 GAL DYED DIESEL FUEL	262.62
8534	11/05/2019	[2659] RIO DELL PETTY CASH	ICE FOR SHIPPING SAMPLES; ENVELOPES; AIR FRESHNER; COPIES; POSTAGE; FRAMES FOR CERTIFICATES	31.56
8535	11/05/2019	[6635] RODRIGUEZ, JOSEFINA & IRWIN, BRANDEN	CUSTOMER DEPOSIT REFUND	161.61
8536	11/05/2019	[6044] ROTBERGS, GARY	CUSTOMER DEPOSIT REFUND	178.80
8537	11/05/2019	[5974] SHEEHAN, HILLARY	CUSTOMER DEPOSIT REFUND	34.09
8538	11/05/2019	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR OCTOBER 2019	105.20
8539	11/05/2019	[6373] THATCHER COMPANY, INC.	CONTAINER DEPOSIT REFUNDS, CONTAINER DEPOSIT REFUNDS, THREE 330 G TOTE SANI CHLOR 12.5; THREE 3303 TOTE SODIUM BISULFITE 25% & CONTAINER DEPOSITS	10,083.39
8540	11/05/2019	[2748] UNDERGROUND SERVICE ALERT	2019 MEMBERSHIP	156.62
8541	11/05/2019	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 10/25/19	6,598.97
8542	11/05/2019	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR NOVEMBER 2019	534.58
8543	11/05/2019	[2772] WENDT CONSTRUCTION, INC	DELIVER 1 LOAD BASE ROCK & 2 LOADS SAND	218.75

**City of Rio Dell
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Ref#	Date	Vendor	Description	Amount
8544	11/05/2019	[6477] WRISLEY, DAVID JR.	CUSTOMER DEPOSIT REFUND	191.09
8545	11/13/2019	[0576] 101 AUTO PARTS	HEADLIGHT, RETURN WRONG HEADLIGHT & RE-PURCHASE CORRECT, TWO U-BOLTS, STAINLESS & BRASS BRUSH; SPLICE LOCK CONNECTOR; WIRE, D EARTH CRS FLOOR DRY, WIPER BLADES FOR 2002 GMC SIERRA TRUCK, CRIMPING TOOL; BATTERY CABLE LUG	139.69
8546	11/13/2019	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR OCTOBER 2019	561.74
8547	11/13/2019	[6620] CDTFA	WR STF 094-008969 ANNUAL WATER RIGHTS FEES 7/1/19 - 6/30/20, WR STF 094-008968 ANNUAL WATER RIGHTS FEES 7/1/19 - 6/30/20, WR STF 094-013239 ANNUAL WATER RIGHTS FEES 7/1/19 - 6/30/20	1,030.49
8548	11/13/2019	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR NOVEMBER 2019	3,941.67
8549	11/13/2019	[5687] ENGINEERED FIRE SYSTEMS, INC.	PLAN REVIEW FOR DANCO SUPPORTIVE HOUSING PROJECT FOR OCTOBER 2019	150.00
8550	11/13/2019	[2406] FORTUNA IRON CORP.	BAR GRATING MODIFY & GALVANIZE	482.82
8551	11/13/2019	[5052] GHD, INC	ENGINEERING SERVICES FOR WHITE CANNABIS PROJECT PLAN REVIEW; WASTEWATER TSO PROGRESS REPORT REVIEW; PROP 68 GRANT APPLICATION REVIEW	2,795.50
8552	11/13/2019	[6849] JAY WEST	GENERATOR REPAIRS AT PAINTER STREET LIFT STATION	1,364.06
8553	11/13/2019	[2521] LEAGUE OF CALIF. CITIES	DIVISION MEETING 10/17/19	40.00
8554	11/13/2019	[5884] MCLAIN, JAMES	SETTLEMENT CLAIM FOR LOST CELL PHONE	600.00
8555	11/13/2019	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDER UTILITY WORKERS SHIRTS	41.97
8556	11/13/2019	[2569] NORTH COAST LABORATORIES, INC.	BOD/NFR	215.00
8557	11/13/2019	[2603] PG&E	UTILITY EXPENSES FOR OCTOBER 2019	15,514.16
8558	11/13/2019	[3343] PITNEY BOWES RESERVE ACCOUNT	POSTAGE PURCHASE FOR RESERVE	400.00
8559	11/13/2019	[5253] REGAL FORMS	APPEARANCE TICKETS	725.00
8560	11/13/2019	[2719] STATE WATER RESOURCES CONTROL BD	WATER DISTRIBUTION OPERATOR GRADE I CERTIFICATION	70.00
8561	11/13/2019	[6825] SUDDENLINK	PD INTERNET SERVICES 11/1/19 - 11/30/19	900.00
8562	11/13/2019	[2714] SWRCB Accounting Office	ANNUAL PERMIT FEE FOR COLLECTION SYSTEM, ANNUAL PERMIT FEE FOR WASTEWATER TREATMENT FACILITY, ANNUAL PERMIT FEE FOR WATER DISCHARGE TO STORM DRAINS	9,914.00
8563	11/13/2019	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR OCTOBER 2019, LEGAL SERVICES FOR OCTOBER 2019, LEGAL SERVICES FOR OCTOBER 2019, LEGAL SERVICES FOR OCTOBER 2019, LEGAL SERVICES FOR OCTOBER 2019	1,340.66
8564	11/13/2019	[2772] WENDT CONSTRUCTION, INC	35 KW GENERATOR RENTAL	200.00

City of Rio Dell
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Ref#	Date	Vendor	Description	Amount
8565	11/19/2019	[2237] BANK OF AMERICA BUSINESS CARD	RENNER PETROLEUM - FUEL, ADOBE PRO DC MONTHLY SUBSCRIPTION, GOOGLE AD - VIDEO CAMPAIGN OF 9/20/19, AMAZON - TWO BOXES 3M PARTICULATE RESPIRATORY PROTECTION MASKS ,AMAZON - TWO PROPANE/NATURAL GAS LEAK DETECTORSSAVAGE - TRAINING FOR RESPONSE TACTICS FOR CRITICAL INCIDENTS & IN-PROGRESS CRIMES, AMAZON - BLUE NITRILE GLOVES; EMERGENCY LED FLASHLIGHT; GAS & WATER EMERGENCY SHUT OFF TOOL; 50 EMERGENCY MYLAR BLANKETS; 5 MAGLITE LED FLASHLIGHTS IN DISPLAY BOX; 4--IN-1 ECO-i-ITE EMERGENCY LIGHTS, AMAZON - MEGAPHONE SPEAKER PA BULLHORN , COSTCO - BATTERIES & CLEANING SUPPLIES, AMAZON - FLASHLIGHT MOUNTING BRACKETS, RENNER PETROLEUM - FUEL, RENNER PETROLEUM - FUEL, RENNER PETROLEUM - FUEL, RENNER, PETROLEUM - FUEL, LODGING TO ATTEND LOCC ANNUAL CONFERENCE, DOLLAR GENERAL - FREEZER BAGS TO SHIP SAMPLES, AMAZON - FIRST AID CABINET WITHOUT MEDICATIONS, TRACTOR SUPPLY - 100 GAL BLACK RECTANGLE DIESEL FUEL TANK, TRACTOR SUPPLY - 100 GAL BLACK RECTANGLE DIESEL FUEL TANK, TRACTOR SUPPLY - 100 GAL L SHAPE GASOLINE TANK; FUEL STICKERS; GPI 90 HAND PUMP, AMAZON - 3 PACKS HIGH VISIBILITY SAFETY FLARES, USPS EVERY DOOR DIRECT - POSTAGE FOR NEWSLETTER, COSTCO - BREAKFAST ITEMS FOR PUBLIC WORKS DURING POWER OUTAGE, AMAZON - SEVERE-WEATHER/HAZARD ALERT DEVICE, AMAZON - RED SINGLE LINE EMERGENCY DESK PHONE, AMAZON - DOUBLE PACK MOTION ACTIVATED RED CROSS BLACKOUT BUDDY COLOR, COSTCO - TRASH BAGS; SNACKS FOR ALL DAY CPR/FIRST AID TRAINING, CELLEBRITE INC - HOMICIDE VICTIM PHONE EXTRACTION	6,812.78
8566	11/19/2019	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 11/8/19	150.00
8567	11/19/2019	[5944] COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL SERVICES FOR OCTOBER 2019	672.00
8568	11/19/2019	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR DECEMBER 2019	315.00
8569	11/19/2019	[2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	BLOOD ALCOHOL ANALYSIS FOR OCTOBER 2019	105.00
8570	11/19/2019	[6493] SCOTT J GUY	REFUND PREPAID DEPENDENT INSURANCE COVERAGE FOR THE MONTH OF AUGUST 2019	242.64
8571	11/19/2019	[5932] HIGH ROCK CONSERVATION CAMP	BRUSH REMOVAL	400.00
8572	11/19/2019	[3196] RANDY W JENSEN	CLOTHING ALLOWANCE REIMBURSEMENT	98.92
8573	11/19/2019	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR DECEMBER 2019	17,596.06
8574	11/19/2019	[2501] KEENAN SUPPLY	28 METER VALVES, PARTS - TO BE REIMBURSED BY DANCO	3,878.28

**City of Rio Dell
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Ref#	Date	Vendor	Description	Amount
8575	11/19/2019	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDER UTILITY WORKERS SHIRTS	25.19
8576	11/19/2019	[3484] NATIONAL METER & AUTOMATION, INC	28 METERS & ERTS - TO BE REIMBURSED BY DANCO	8,521.12
8577	11/19/2019	[5934] NORTH COAST JOURNAL	EMPLOYMENT ADVERTISEMENT FOR WW OIT THROUGH ONLINE PORTAL, EMPLOYMENT ADVERTISEMENT FOR WW OIT	158.00
8578	11/19/2019	[2569] NORTH COAST LABORATORIES, INC.	HALOACETIC ACIDS	155.00
8579	11/19/2019	[2573] NORTHERN CALIFORNIA SAFETY CONSORTIUM	AMERICAN HEART ASSOC HEARTSAVER CPR/AED & BASIC FIRST AID TRAINING	1,105.00
8580	11/19/2019	[5742] STERLING, HUMPHREY	CUSTOMER DEPOSIT REFUND	206.80
8581	11/19/2019	[6359] SYAR INDUSTRIES, INC.	20.20 TONS EZ STREET ASPHALT-BULK	3,273.16
8582	11/19/2019	[2754] US CELLULAR	MONTHLY SERVICE FOR SAFETY PHONE 11/8/19 - 12/7/19	58.92
8583	11/19/2019	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 11/8/19	6,499.37
8584	11/19/2019	[6672] WEX BANK	PD FUEL EXPENSES FOR OCTOBER 2019, PW FUEL EXPENSES FOR OCTOBER 2019, ADMIN CAR FUEL EXPENSES FOR OCTOBER 2019, ADMIN CAR FUEL EXPENSES FOR NOVEMBER 2019, PD FUEL EXPENSES FOR NOVEMBER 2019	5,076.45
8585	11/26/2019	[3098] 707 AUTOMOTIVE	REPAIR EXHAUST INTERMEDIATE PIPE ON 2014 FORD EXPLORER	511.34
8586	11/26/2019	[2405] FORTUNA ACE HARDWARE	OUTLET BOX; GFCI ST RECEPTACLE; GFCI COVER	34.69
8587	11/26/2019	[5052] GHD, INC	ENGINEERING SERVICES FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT, ENGINEERING SERVICES FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT	11,191.36
8588	11/26/2019	[2750] HD Supply Facility Maintenance DBA: USA BLUEBOOK	THREE EA KPSI 700 SUBMERSIBLE LEVEL 5PSI/11.5' 4-20MA 30' CABLE	1,603.06
8589	11/26/2019	[2447] HILFIKER PIPE CO.	TWO 24" CAST IRON FRAME & COVER SANITARY SEWER; SIX GRADE RINGS, THREE PRO-STICK 1 1/4" X 14' 6"	779.04
8590	11/26/2019	[2474] HUMMEL TIRE & WHEEL, INC	FOUR NEW TIRES FOR 2017 FORD INTERCEPTOR LICENSE #1523876	694.96
8591	11/26/2019	[2501] KEENAN SUPPLY	MARKING PAINT; 6 EA AYM MAC-PAKXMMETER SWIVEL BRASS ANGLE METER VALVE W/LOCKWING; 4 EA AYM MAC-PAK BRASS 3 PART LEAD FREE COUPLINGS	552.36
8592	11/26/2019	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDER UTILITY WORKERS SHIRTS	33.58
8593	11/26/2019	[5934] NORTH COAST JOURNAL	ADVERTISEMENT FOR 2020 CENSUS TEAM TROUGH ONLINE PORTAL, ADVERTISEMENT FOR 2020 CENSUS TEAM, EMPLOYMENT ADVERTISEMENT FOR WW OIT THROUGH ONLINE PORTAL, EMPLOYMENT ADVERTISEMENT FOR WW OIT	302.00
8594	11/26/2019	[4215] ROCHA'S AUTOMOTIVE	REMOVE & REPLACE STARTER MOTOR ASSEMBLY; NEW BATTERY/PADS FOR 2008 FORD F-250 SUPER DUTY TRUCK	706.01
8595	11/26/2019	[2709] STAPLES DEPT. 00-04079109	LOGITECH KEYBOARD, PENDAFLEX ADJUSTABLE HANGING FOLDERS	88.59

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
8596	11/26/2019	[2319] SUDDENLINK COMMUNICATIONS	PUBLIC WORKS INTERNET & CITY HALL/PD/ PW PHONE SERVICES 11/10/19 - 12/9/19	527.60
8597	11/26/2019	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR DECEMBER 2019	320.50
8598	11/26/2019	[2772] WENDT CONSTRUCTION, INC	HAUL EZ STREET ASPHALT FROM HEALDSBURG,ROADSIDE MOWING	2,480.00
Total Checks/Deposits				142,826.49

Ref#	Date	Vendor	Description	Amount
714634	11/04/2019	ELECTRONIC FUNDS TRANSFER	EFT EFTPS PAYROLL TAXES FOR PPE 10/25/2019	-12,408.50
719-872	11/04/2019	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/25/2019.	-2,095.17
995334	11/06/2019	WITHDRAWALS	DEPOSITED ITEM RETURNED	-18,690.19
78264	11/13/2019	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE FOR OCTOBER 2019.	-474.36
591-616	11/13/2019	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/11/2019 (Payment Re-submitted) transaction inadvertently deleted in EDD's System.	-1,932.89
741-568	11/18/2019	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 11/08/2019	-1,852.88
2905919	11/18/2019	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 11/08/2019	-11,583.14
6660	11/19/2019	WITHDRAWALS	DEPOSITED ITEM RETURNED	-125.71
5815	11/25/2019	WITHDRAWALS	DEPOSITED ITEM RETURNED	-350.00
9424200	11/25/2019	WITHDRAWALS	BANK ANALYSIS FEE FOR NOVEMBER 2019	-234.56
Total EFT's/Bank Withdrawals				-49,747.40

Ref#	Date	Vendor	Description	Amount
TRX TO PR	11/13/2019	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 11/08/2019	-30,375.65
TRX TO PR	11/27/2019	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 11/22/2019	-31,767.00
Total Transfer Between Accounts				-62,142.65



Staff Update – 2020-01-07

City Council

City Manager

The City Manager attended the December 2nd vote on the proposed Terra Gen Wind Farm. The Board voted 4-1 to deny the project, with Fennell, Madrone, Wilson and Bass voting to deny the project.

CM met with Danco and DHHS representatives to discuss housing project rollout.

Work on various contracts with Mercer Fraser and Koff and Associates.

In process of issuing 'thank you' letters with the Mayor re: Terra Gen appeal.

City Clerk

Processed eight (8) Building Permit Applications:

- 1) 471 Painter St. – PV Solar
- 2) 225 Wildwood Ave. – EV Charging Station Upgrade
- 3) 1033 Riverside Dr. – Re-Roof Residence
- 4) 297 Ogle Ave. – Tie-In generator to Electric Panel and Gas Line
- 5) 13 Center St. – Re-Roof Residence
- 6) 115-145 Berkeley St. – 4-Plex Apartment Complex
- 7) 162 Grayland Heights Dr. – New Single Family Residence
- 8) 228 Sequoia Ave. – Heater/Air Conditioner

Process two (2) Business License Applications

- 1) Stephen Finch Lawn Care
- 2) Elway Contracting

Processed three (3) Encroachment Permit Applications:

- 1) PG&E – 190 Columbus St. – Removal of Pole
- 2) New Life Service Co. – 20' Storage Container on Street at 917 Martin Dr.
- 3) PG&E – 741 Pacific Ave. – Remove Abandoned Pole

Misc.:

- 1) Working on City Clerk's Procedures Manual



- 2) Submitted Monthly CHF/CIRB Building Permit Activity Report
- 3) Attended PACE Meeting via teleconference on 12/11/19
- 4) Submitted Monthly Bureau of Labor Statistics Report
- 5) Sent Business License letter to resident on Dinsmore Ranch Road
- 6) Responded to multiple calls regarding zoning and building questions
- 7) Submitted Quarterly Seismic Report
- 8) Submitted Quarterly SB 1186 Report (Disability Access Fee Report)
- 9) Submitted Quarterly AB 1473 (California Building Standards Fee Report)

City Attorney

Human Resources, Risk & Training

Finance Department

Public Works Water

Public Works Wastewater

Public Works Streets, Buildings and Grounds

Public Works City Engineer

Public Works Capital Projects

Police Department

The Department had the following statistics for the period of November 13, 2019 to December 12, 2019. This period of time saw an average number of calls for service, a significantly lower than average number of reports, and an average number of arrests compared to last year. The homicide investigation continued to consume a significant portion of Chief Conner's time during this reporting period.

Officer	Calls for Service	Reports	Arrests
Conner	21	1	0
Beauchaine	12	3	1
Carnahan	12	6	4
Landry	33	7	4
Mitchell	36	10	5
Valk	23	5	2
Fielder	13	1	0
Totals	152 (2 unassigned)	16	16
Averages	5.1 per day	7.7 per week	3.7 per week
2018 Yearly Average	5.1 per day	10.6 per week	3.6 per week

On December 13, 2019, the Department changed to the RIMS case management system. Prior to this, calls for service were entered by the individual officer. As our case management system is now linked to



the Fortuna Police Department, their dispatchers are going to enter all calls for service into the database. This is likely to provide a higher number of calls for service than were previously documented. Consequently, I have elected to separate out this data for the remainder of the year, December 13 through December 31, 2019. The summation is greater than the total as multiple officers can be assigned to the same incident now.

Officer	Calls for Service	Reports	Arrests
Conner	17	1	0
Beauchaine	38	4	4
Carnahan	28	4	3
Landry	29	6	2
Mitchell	50	4	3
Valk	38	3	1
Fielder	3	0	0
Totals	170	22	16
Averages	8.9 per day	8.1 per week	4.8 per week
2018 Yearly Average	5.1 per day	10.6 per week	3.6 per week

During the calendar year of 2019 the Department had the following statistics:

Officer	Calls for Service	Reports	Arrests
Conner	346	78	13
Beauchaine	182	63	38
Carnahan	97	43	26
Landry	679	155	70
Mitchell	652	133	70
Valk	194	50	15
Fielder	192	11	7
Totals	2342	533	239
Averages	6.4 per day	10.3 per week	4.6 per week
2018 Yearly Average	5.1 per day	10.6 per week	3.6 per week

During the period of November 13, 2019 to December 31, 2019, there were twenty calls for service related to animal control issues. One dog and three cats were transported to Miranda’s Rescue during this reporting period.

Chief Conner attending an Officer Involved Shooting Investigation course in Sacramento from December 16 through December 21. This course will allow Chief Conner to request to be part of the County’s Critical Incident Response Team. This team is made up of investigators from many of the County’s agencies and is tasked with investigating those incidents when law enforcement uses lethal force or an in-custody death occurs. It is similar to the Major Crimes Task Force that assisted the Rio Dell Police Department in the Johnnie Renfro murder investigation.

On November 19, 2019, a woman reported that her cat had been stolen. The cat was a designer breed and was worth more than \$1000. Sergeant Beauchaine and Officer Fielder investigated the



disappearance of the cat. A neighbor admitted that after she caught the cat in her chicken coop, amongst her now dead flock, she took it to the Riverbar near East Ferry Road and set it loose. The area was searched for the missing cat, but it has not been reported that the cat was found. The case has been forwarded to the District Attorney's Office for possible prosecution on charges of grand theft and animal cruelty, both felonies.

Also on November 19, 2019, Officer Carnahan tried to stop a SUV leaving the Dollar General. The driver failed to yield and headed west on Blue Slide Road at a high rate of speed. Officer Carnahan pursued the vehicle, but when he lost sight of the car near Howe Creek, the pursuit was terminated. Later that same day, the Ferndale Police Department attempted to stop the same SUV. It fled once again, but suffered a blown motor shortly after crossing Fernbridge. The driver, a wanted parolee, was arrested. A stolen handgun was located in the vehicle.

On December 8, 2019, a twelve-year-old girl ran to the station in tears and reported that her mother's boyfriend was hurting her mother. The mother showed up shortly, thereafter, looking for her daughter. The mother admitted that her boyfriend had hit her and tried to strangle her. She also described him pointing a gun at her head and threatening to kill her. Officers Carnahan and Landry responded to the residence. The boyfriend was taken into custody. A handgun was recovered that had long blonde hair caught between the slide and the barrel. The boyfriend pled guilty at his preliminary hearing to a felony count of domestic violence and misdemeanor counts of making threats and false imprisonment.

On December 10, 2019, Sergeant Beauchaine and Officer Carnahan conducted a probation search at a residence on First Avenue. Chief Conner parked behind the house on Second in case someone attempted to flee. Ten people were contacted including a parolee in the bathtub who was arrested for being under the influence of heroin. Another man was arrested on a warrant and a woman was arrested for possession of both methamphetamine and heroin. A drug house case has been initiated against the primary occupant of the house, who was not one of those who were arrested.

Code Enforcement

During the period of November 13, 2019 to December 31, 2019, the Department opened four new junk vehicle cases and closed ten. Of the closed cases, five were abated by the City and the remaining five were voluntary compliance. There were four open cases at the end of the time period that this report covers.

During the period of November 13, 2019, to December 31, 2019, the Department opened two new cases. One was for animals running at large while the other was for junk vehicles and solid waste. During the same time period, the Department closed one case. The Department issued two administrative penalties, one for dogs running loose and another for trash and garbage. The dogs do not appear to be a continuing problem, but the trash has not been picked up. A second administrative penalty will likely be issued in the near future. A Notice of Violation was issued to the owner of a house on Wildwood Avenue. There have been some small improvements since the notice was served, but nothing of significance as of this date.

Community Development Department



Intergovernmental

Humboldt-Rio Dell Business Park



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

January 7, 2020

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Authorizing the Mayor to Execute a Letter to the California Public Utility Commission (CPUC) Regarding Pacific Gas & Electric Bankruptcy Proceedings.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the Mayor to sign; and/or make edits; or take no action.

BACKGROUND AND DISCUSSION

On November 5, 2019, a group of elected officials representing government organizations serviced by PG&E sent a letter to the California Public Utilities Commission (CPUC) asking the Commission to consider changing PG&E from an investor-owned utility to a customer-owned utility during bankruptcy proceedings. PG&E's bankruptcy proceedings require approval from the CPUC. On November 19, 2019 the Humboldt County Board of Supervisors issued a similar letter calling for the exploration of "alternate resolutions" beyond the basic debt restructure under Chapter 11. RCEA also issued a similar letter on November 1st.

These two local letters supported the option of converting PG&E to a customer owned utility, but also indicated that other options should be considered as well. Advocates for a publicly owned utility have postulated that system upgrades, climate change and increasing utility rates can all be addressed through making PG&E a public entity. There is currently no analysis to either support or refute this argument. Additionally, staff advises that skepticism of any change to the structure of utility services is advised since Humboldt County is an extremely rural location with high infrastructural overhead and a very small customer base. Most of PG&E's customer base exists in very different power distribution environment.

The attached letter encourages the CPUC to explore other options for the future of electrical utilities in California.

Attachments:

November 4, 2019 Correspondence
Press Release on November 4, 2019 Correspondence

///



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

January 7, 2020

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, Ca. 94102

RE: PG&E Bankruptcy Proceedings

President Batjer and Commissioners:

In October of this year the City of Rio Dell experienced two Public Safety Power Shutdowns (PSPS) that disrupted the quality of life for our citizens. Our population was significantly impacted by the PSPS in many ways too numerous to list in this letter.

On November 4, 2019 a coalition of California elected officials sent a letter (see attached) to the California Public Utilities Commission requesting a more in-depth review of the current options presented at the Pacific Gas and Electric (PG&E) Bankruptcy Court proceeding, There is a growing coalition of local community leaders, both City and County, suggesting that your Commission consider more than the proposed structural changes for PG&E.

The Rio Dell City Council supports exploring other creative and proven options such as replacing PG&E with a customer owned utility structure. As addressed in the November 4 letter, this option would allow for increased capitol production, restructuring through a Chapter 11 Plan, and in turn allows customers to be In the decision-making process for future PSPS events.

This new business concept will also focus on the realities of climate change and direct attention to the poorly maintained Infrastructure; therefore, restoring public confidence and serving the interest of its customers.

Please add the City of Rio Dell to the growing list of jurisdictions seeking alternate resolutions to the bankruptcy proceedings.

Sincerely,

Debra Garnes, Mayor

November 4, 2019

Hon. Marybel Batjer, President
Hon. Martha Guzman Aceves
Hon. Liane M. Randolph
Hon. Clifford Rechtschaffen
Hon. Genevieve Shiroma

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

President Batjer and Commissioners:

RE: Critical Matters Related to the PG&E Bankruptcy

As local leaders across Northern and Central California, collectively representing more than 5 million residents, we write to you about a matter vital to the safety and quality of life of the communities we serve. While our immediate attention focuses on the recovery of our neighbors and communities from recent tragic fires and power shut-offs, we have serious concerns about whatever emerges from the bankruptcy of Pacific Gas and Electric Company and its parent, PG&E Corporation. We write in our individual capacities as elected and appointed leaders, but as our coalition of local leaders grows in the weeks ahead, we will advocate these positions with our boards and councils as well, and seek their support.

Both the federal bankruptcy code and state law invest the California Public Utilities Commission with a responsibility for approving any Plan of Reorganization for those entities. The Bankruptcy Court may not confirm such a Plan if it involves any rate change (as is the likely case) without this Commission's assent, while recently-enacted state law establishes your approval as a necessary predicate for the emergent entity to have access to the Wildfire Fund. The Commission now plays an essential part in the restoration of Northern California's incumbent utility to a position where it can provide safe, reliable, and affordable power to our citizens.

At present, the Commission is considering the scope of its review. It is focusing primarily on the two plans before it, developed in the Chapter 11 proceeding by competing financial interests. One, from the companies themselves, reflects the current driving forces that govern PG&E, namely financial entities that purchased controlling equity interests as the crisis unfolded. The other is the product of distressed asset bondholders. Both vie for ultimate control, and both reflect a short-term desire to maximize financial gain for their proponents. Neither plan addresses the three key matters that we believe are of utmost importance. They are:

First, the discussions so far have been almost entirely devoid of any consideration of whether PG&E can emerge under either plan as a viable, credit-worthy entity. The bankruptcy code requires that the reorganized PG&E to be a feasible, financially stable enterprise, able to perform its functions for the long term. Under Section 1129 (a)(11) of the Bankruptcy Code, the Court

may not confirm a Plan that does not meet this standard. Even without that mandate, as a matter of public policy, this should be a primary consideration. Rather, the proceedings appear dominated so far by a pitched battle between Wall Street titans for control of the bankruptcy process, control of the company, and the ability to control exit financing. This is merely spectacle, without regard for what will be left behind when the financial players inevitably leave the scene.

Second, the scope of review must include consideration of whether the reorganization plans before you address any of the organic operational issues that have plagued this company to the great detriment of its customers. The public interest cannot be swept aside in the name of merely addressing the bankruptcy exit. The Plan of Reorganization must substantially improve the company's operational footing — boosting its capacity to deliver electricity and gas that meets its customers' reasonable expectations for reliable service, while remaining solvent. This requires aligning the financial interest of the company with the public interest — for focused investment in safe, resilient, well-maintained, and sustainable infrastructure.

So far, neither Plan before you posits a vision for a reorganized PG&E that will address those operational issues.

Third, the Commission has indicated that as part of its review, it will examine “structural” issues involving PG&E's governance. We urge you to embrace this aspect of your review broadly and incisively.

Recently, Governor Newsom declared that “when they come out of bankruptcy, [PG&E] has to be a completely re-imagined company.” We agree. That reimagining must begin now, as part of your review.

In a growing coalition of local community leaders, we are developing a proposed structural change for PG&E that addresses all three of these key elements. Based on a foundation currently in the Public Utilities Code, we will propose transforming PG&E into a mutual benefit corporation – in essence, a cooperative owned by its customers.

We propose a customer-owned utility for three primary reasons. The most compelling rationale is that PG&E correctly estimates it must invest tens of billions of dollars over the next decade for system hardening, wildfire protection and cyber-security. A mutualized PG&E can raise capital from a broad pool of debt financing in amounts substantially greater than can an investor-owned PG&E, and at much lower cost. A customer-owned utility can operate without the burdens of paying dividends to shareholders, and exempt from federal taxation. As a result, a cooperative financial structure will save ratepayers many billions of dollars in financing costs over this next decade. A customer-owned PG&E will better focus its scarce dollars on long-neglected maintenance, repairs, and capital upgrade, and mitigating some part of the substantial upward pressure on rates.

Next, a customer-owned utility structure can be accomplished through a Chapter 11 Plan, with results far superior to those that would be seen from the two plans currently under consideration.

Finally, the customer-owned utility structure would allow PG&E to begin the process of restoring public confidence, in part by allowing the public to have greater role in determining decisions that increasingly have come to define matters of life and death. To the extent that the public continues to believe that a profit motive has dominated PG&E's decision making, the enterprise will never regain the trust of its customers, its regulators, and public policy-makers. It is time to pass control of the company from geographically distant investors to its customers.

Although recent actions bring the urgency of change into sharp relief, we do not pursue this option out of mere anger or angst. Rather, the moment compels PG&E's transformation. AB 1054 was a response to the realization that customers will be called upon to bear billions of dollars of costs associated with wildfire recovery and payment of claims. We face the need for a completely re-engineered and reconstructed system to adapt to the realities of climate change and poorly maintained infrastructure. PG&E cannot meet these challenges if it stumbles out of bankruptcy, barely able to raise capital, and suffering prohibitive costs.

There is a better way, and we want you to consider it. Your proceeding is that opportunity. We urge that it not be a cramped or limited exercise, focused solely on getting through the current Chapter 11 case.

We stand ready to participate in these proceedings, and to work with you. However, we again urge that the scope of your inquiry must address these broader and compelling matters that go well beyond the immediate desire to simply get through the bankruptcy proceeding. The Commission must do more than approve a Plan – any Plan – merely so that the bankruptcy can be concluded. This situation requires a full and comprehensive effort to chart a sustainable course for the future of PG&E, one that will serve the interests of its customers, and position the company to meet the challenges we will face from a changing climate.

Signed:

Mayor Sam Liccardo, City of San José
Mayor Darryl Steinberg, City of Sacramento
Mayor Libby Schaaf, City of Oakland
Mayor Michael Tubbs, City of Stockton
Mayor Ted Brandvold, City of Modesto
Mayor Steve Ly, City of Elk Grove
Mayor Barbara Halliday, City of Hayward
Mayor Larry Klein, City of Sunnyvale
Mayor Jesse Arreguin, City of Berkeley
Mayor Tom Butt, City of Richmond
Mayor Drew Bessinger, City of Clovis
Mayor Randall Stone, City of Chico
Mayor Julie Winter, City of Redding
Mayor Ian Bain, City of Redwood City
Mayor Brett Lee, City of Davis
Mayor Martine Watkins, City of Santa Cruz

President Carole Groom, San Mateo County
Board of Supervisors
Chair Ryan Coonerty, Santa Cruz County
Board of Supervisors
Chair Kate Sears, Marin County Board of
Supervisors
Chair Don Saylor, Yolo County Board of
Supervisors
Chair Mark Medina, San Benito County Board
of Supervisors

Mayor Teresa Barrett, City of Petaluma
Mayor Heidi Harmon, City of San Luis Obispo
Mayor Dominic Foppoli, City of Windsor
Mayor Jack Dilles, City of Scotts Valley
Mayor Amy Harrington, City of Sonoma
Mayor John Dell'Osso, City of Cotati

cc:

Hon. Gavin Newsom, Governor
Hon. Toni G. Atkins, President Pro Tem, California State Senate
Hon. Anthony Rendon, Speaker of the California Assembly
Hon. Ben Hueso, Chair Senate Committee on Energy, Utilities & Communications
Hon. John M.W. Moorlach, Vice Chair Senate Committee on Energy, Utilities &
Communications
Hon. Chris R. Holden, Chair Assembly Committee on Utilities & Energy
Hon. Jim Patterson, Vice Chair Assembly Committee on Utilities & Energy
Administrative Law Judge Peter Allen
Service List I.19-09-016

Note: San José Mayor Sam Liccardo will hold a media availability at 12:15 p.m. at San José City Hall. Please contact Rachel [REDACTED] if you would like to attend.

FOR IMMEDIATE RELEASE

Media Contact:

Jim Reed, Office of Mayor Sam Liccardo [REDACTED]

Rachel Davis, Office of Mayor Sam Liccardo [REDACTED]

**Leaders Representing Over 5 Million Californians Call on CPUC to Make
PG&E Customer-Owned**

Leaders write State's Public Utilities Commission urging to restructure PG&E into a customer-owned utility — aligning PG&E with customer interests instead of investors

San José, Calif. (November 5, 2019) – A coalition of leaders from many of the largest California cities served by Pacific Gas and Electric (PG&E) sent a letter to the California Public Utilities Commission (CPUC), urging exploration of restructuring the investor-owned utility into one owned by California customers. The coalition is led by San José Mayor Sam Liccardo, whose city is the largest in California that is served by PG&E.

The leaders endorsed a proposal for a customer-owned utility ahead of a CPUC review of proposed plans for PG&E's reorganization under consideration in bankruptcy court. Federal bankruptcy code and state law require the CPUC to approve any such Plan of Reorganization for PG&E. The leaders argue that neither of the two plans currently proposed concretely address a vision for a reorganized PG&E that will adequately protect the public's interest and ensure safety, reliability, and affordability over the long-term.

Together, the Mayors and Supervisors write, "what has dominated the proceedings so far is simply a battle being waged between Wall Street titans for control of the bankruptcy process, control of the company, and the ability to control exit financing. This is merely spectacle, without regard for what will be left behind when the financial players inevitably leave the scene."

"This situation requires a full and comprehensive effort to chart a sustainable course for the future of PG&E, one that will serve the interests of its customers, and position the company to meet the challenges we will face from a changing climate."

Collectively representing over 5 million Californians, the leaders are proposing a not-for-profit, customer-owned utility for the following reasons:

1. PG&E correctly estimates it must invest tens of billions of dollars over the next decade -- assets they do not have -- for system hardening, wildfire protection and cyber-security:
 - a. A customer-owned PG&E can raise capital from a broad pool of debt financing at a much lower cost than a private investor-owned company.
 - b. A customer-owned utility can operate without the burdens of paying dividends to shareholders, and is exempt from federal taxation. As a result, a customer-owned financial structure will save ratepayers many billions of dollars in financing costs over this next decade.
 - c. A customer-owned PG&E will better focus its scarce dollars on long-neglected maintenance, repairs, and capital upgrade, and mitigating some part of the substantial upward pressure on utility rates.

2. On Friday, Governor Newsom called for a quick resolution to PG&E's bankruptcy process. Transforming PG&E's structure to a customer-owned utility can be accomplished now, while they are still bankruptcy, with results far superior to those that would be seen from the two plans currently under consideration.

3. The customer-owned structure would allow PG&E to begin the process of restoring public confidence, in part by allowing the public to have a greater role in determining decisions that increasingly have come to define matters of life and death. To the extent that the public continues to believe that that an investor profit motive has dominated PG&E's decision making, the enterprise will never regain the trust of its customers, its regulators, and public policy-makers. It is time to pass control of the company from geographically distant investors to its California customers.

The signatories of the letter are:

- Mayor Sam Liccardo, City of San José
- Mayor Darryl Steinberg, City of Sacramento
- Mayor Libby Schaaf, City of Oakland
- Mayor Michael Tubbs, City of Stockton
- Mayor Ted Brandvold, City of Modesto
- Mayor Steve Ly, City of Elk Grove
- Mayor Barbara Halliday, City of Hayward
- Mayor Larry Klein, City of Sunnyvale
- Mayor Jesse Arreguin, City of Berkeley
- Mayor Tom Butt, City of Richmond
- Mayor Drew Bessinger, City of Clovis
- Mayor Randall Stone, City of Chico
- Mayor Julie Winter, City of Redding
- Mayor Ian Bain, City of Redwood City
- Mayor Brett Lee, City of Davis
- Mayor Martine Watkins, City of Santa Cruz

- President Carole Groom, San Mateo County Board of Supervisors
- Chair Ryan Coonerty, Santa Cruz County Board of Supervisors
- Chair Kate Sears, Marin County Board of Supervisors
- Chair Don Saylor, Yolo County Board of Supervisors
- Chair Mark Medina, San Benito County Board of Supervisors
- Mayor Teresa Barrett, City of Petaluma
- Mayor Heidi Harmon, City of San Luis Obispo
- Mayor Dominic Foppoli, City of Windsor
- Mayor Jack Dilles, City of Scotts Valley
- Mayor Amy Harrington, City of Sonoma
- Mayor John Dell'Osso, City of Cotati

The full letter can be found [here](#).

Mayor Liccardo, San José

“With a customer-owned PG&E, we can align the company’s financial interests with the public interest, and restore reliable, safe utility service for our residents and businesses. I stand with local leaders representing more than 5 million Californians urging the company’s transformation, to put PG&E’s days of underinvestment, mismanagement, and negligence behind us.”

Mayor Libby Schaaf, Oakland

“Every resident in California deserves a reliable utility to deliver power safely and consistently. It’s time to remove PG&E’s investors from our process and take back control for us, the customers. Rather than reorganizing a failed company, I support exploring a new customer-owned utility, that prioritizes people over profits and creates a safe, consistent, power supply for all residents.”

Mayor Darrell Steinberg, Sacramento

"It is important to consider all options as we seek to balance the need to keep Californians safe while avoiding unacceptable mass disruptions in power," said Mayor Darrell Steinberg. "Public ownership is an option worth seriously examining."

Mayor Steve Ly, Elk Grove

“The proposal’s intent is to allow the public to have a greater role in decisions that have come to define matters of life and death. Additionally, this structure will provide an opportunity for PG&E to begin the restoration of public trust. The time has come to pass control of the company from remote investors to its local customers.”

Mayor Tom Butt, Richmond

“The current model for providing gas and especially electric services is simply not working. We need to explore alternatives. Many critical services, such as water, wastewater, fire, police, and transportation are successfully provided by public agencies or public-private partnerships.”

Mayor Michael Tubbs, Stockton

“With continued blackouts, this literally dark period is an opportunity to restructure PG&E by placing control of our power grid into the hands of our residents. Creating a customer-owned entity allows us to put people ahead of profits, safety ahead of dividends and local control ahead of corporate rule.”

Mayor Martine Watkins, Santa Cruz

“As our cities suffer under PG&E’s mismanagement, and California burns, it’s high time we pave a different path. I join my colleagues across northern California in urging the CPUC to transform PG&E into a customer-owned utility.”

Chair Ryan Coonerty, Santa Cruz County Board of Supervisors

“PG&E’s focus needs to be on the health and vitality of Californians, not corporate profits. The people of California need to come first and that will never happen if PG&E is captured by hedge funds and investors. A customer-owned utility will properly align values and investment for the good of our communities.”

Mark Landman, Cotati Councilmember

“It’s time to stop paying credit card rates on fixing the grid. A customer-owned utility will help us afford to repair PG&E’s decades of neglect.”

#



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

January 7, 2020

TO: Rio Dell City Council
FROM: Kyle Knopp, City Manager
SUBJECT: Discussion on Danco Project

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff, if any.

BACKGROUND AND DISCUSSION

Staff will provide an update on outreach efforts.

///



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cityofriodell.ca.gov*

January 7, 2020

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion on Article Entitled Beyond Ethics: Establishing a Code of Conduct to Guide Your Council

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff, if any.

BACKGROUND AND DISCUSSION

Councilmember Johnson requested that fellow councilmembers read the attached article for discussion during tonight's meeting.

///

December 1, 2019 Features by Rod Gould

Beyond Ethics: Establishing a Code of Conduct to Guide Your Council

Rod Gould is vice chair of the board of the Institute for Local Government, the League's nonprofit training and education affiliate, and a senior partner at Management Partners. Gould previously served as city manager in four California cities and is a past president of the League's City Managers' Department. He can be reached at rodgould17@gmail.com.

It is often said that ethics is the foundation of public service and essential for public trust and confidence in public officials. This is true, but ethics alone is not enough.

A 2019 study conducted by the Pew Research Center reports that public trust in government remains near historic lows. The current dearth of public confidence in government requires elected and appointed officials to lead by example even more than in the past. This means conducting themselves with the highest levels of civility and decorum, thereby giving residents a reason to reconsider negative stereotypes of government leaders and to modulate their own behavior when engaging with government officials.

Many observers lament the coarsening of civic dialogue in the United States and note its creeping effects in council chambers. Sometimes this manifests in a few shrill advocates and critics who spew vitriol and discord to disrupt the public process. At other times, council members themselves display an appalling lack of respect for each other, staff and/or the public they serve. Invariably, the council's example sets the tone. Disrespectful conduct on the council's part normalizes such behavior by the public attending the meeting or watching it on television or online. The cycle then repeats — for the worse.

Elected officials' lack of civility impedes governance in many ways, such as stalling the decisionmaking process, undermining employee retention and recruitment, fueling political apathy and discouraging public participation. Over time, the standard set for acceptable behavior becomes increasingly lower.

Although cities periodically conduct ethics training for officials as required by state law (AB 1234, Chapter 700, Statutes of 2005), most don't take the time to discuss *how* they govern. This is puzzling because local government can be seen as the ultimate team sport, where everyone must play their roles well for civic progress to occur.

Fostering Focused and Productive Dialogue

How often do councils and senior staff take time to discuss what is working and what can be improved in the ways they interact and carry out their duties? What benchmarks do they use to

measure their behavior? Most importantly, how do they hold themselves and each other accountable?

Many cities have adopted codes of ethics for their organizations and/or city councils, which is positive and appropriate. Some are taking the additional step of defining how the elected leaders and staff are to behave in carrying out their duties. These policies are typically called codes of conduct or council guidelines or norms. In such policies, the local government leadership sets the rules and expectations for how they govern their cities — defining a civil and respectful governing culture consistent with best practices.

How to Develop a Code of Conduct

Whether the city council members are experienced or fairly new, each member articulates their vision of the organizational culture and values for the governing body when the council spends time developing a code of conduct. This also sets the tone for future councils.

This type of exercise should be conducted as an off-site workshop rather than as part of a council meeting with a packed agenda. Welcome the public and media to attend this open workshop but make it clear that the council will focus on the process of governing, not on addressing local issues.

When developing a code of conduct, consider these tips for a successful session:

- Create an informal atmosphere with seating arranged so that everyone can see each other, rather than using auditorium-style seating;
- Engage a neutral facilitator so that everyone may participate freely;
- Provide food, beverages and breaks; and
- Encourage the use of humor.

Use the theme of commitment to community to get things started. This can be accomplished through a team-building conversation that allows the council members to express why they ran for office, what they hope to accomplish, their greatest satisfaction in serving in elected office and the legacy they hope to create.

A discussion about the habits of highly effective councils can help clarify the roles of the key local government players before developing the code of conduct or civility. To support such a discussion, the Institute for Local Government website (www.ca-ilg.org) offers useful resources that include the articles “Attributes of Exceptional Councils” and “A Key Ingredient for Success: An Effective City Council-City Manager Relationship.” The first offers best practices and the second explores roles and how they function in complementary ways for greatest effectiveness. This information sets the stage for an in-depth discussion of the norms of conduct that the council wishes to embrace.

Some councils may find it useful to see codes or policies developed by other cities and borrow specific guidelines that best fit their current situation. Other councils may wish to begin “from

scratch” by brainstorming the principles, standards and behaviors that they expect — and draft the code of conduct after the session. Either way is acceptable.

Don’t attempt to edit the document to perfection in the group setting. After the session, have your best writer polish the draft and bring it back for formal adoption at the next regularly scheduled council meeting. This gives the community a better chance to weigh in and take note of how the council is committing to carry out the public’s business.

Code of Conduct Models and Examples

Avoid attempting to address every eventuality. If the document is too dense, it will be ignored. Keep it general, in the council’s words and in terms that everyone can easily grasp. The following examples offer some typical elements, but this list is not intended to suggest that a code of conduct would include all of these elements.

- Demonstrate honesty and integrity in every action and statement;
- Inspire public confidence in our city government;
- Work for the common good, not personal interest;
- Respect the proper roles of elected officials and city staff in ensuring open and effective government;
- Disagree agreeably and professionally (use appropriate language, tone, nonverbal gestures, etc.);
- Share information and avoid surprises;
- Approach the business of governing in a professional manner — conduct business in a way that brings honor to the institution of government;
- Praise in public, criticize in private;
- Work together as a body, modeling teamwork and civility for our community;
- Communicate through the city manager;
- Prepare in advance of council meetings, be familiar with issues on the agenda and ask questions of the city manager before the meetings so everyone can be fully prepared when the meeting occurs;
- Fully participate in city council meetings and other public forums while demonstrating respect, consideration and courtesy to others;
- Participate in scheduled activities to increase council effectiveness;
- Share information with other council members about committee meetings attended;
- Work for win-win — strive for consensus and seek common ground; and
- Honor “discussion” before “decisions” — delay making formal motions until initial discussions have taken place.

Commitment and Accountability

The council’s determination of how it will enforce the code of conduct — informally and/or formally — is just as important as the principles expressed in the code of conduct.

Enforcing the code can take the form of a personal pledge to behave consistently with its policies and to gently remind one’s peers if they are straying from the joint commitments in the code. It

may also involve more formal actions like censure under prescribed rules. Regardless of the enforcement method, council members should not expect the city manager or city attorney to do it for them; imposing this expectation on staff is unreasonable.

Annual Self-Assessment: Reflection, Learning and Continuous Improvement

It is absolutely essential that the council meet at least once a year to take stock and evaluate how it is performing with respect to the code of conduct. This process provides a chance to discuss what is working well, identify areas for improvement, examine what should be emphasized and clarify what needs to stop if the council is to function for the greatest community good — and build trust and confidence in the city. It may be useful to consider recent successes and how they were achieved. Conversely, clear-eyed diagnosis of setbacks — without devolving into blaming and finger-pointing — is important. Skilled neutral facilitation is key to making this happen. Again, in such discussions, a little team building can go a long way.

The follow-up meeting is also the time to consider amendments to the code of conduct as needs arise or understandings evolve. Debrief afterward to improve the next session; these governance tuneups should become easier and more meaningful over time. This annual exercise should be considered as important as the evaluation of the city manager. It is critical governance hygiene.

The Bottom Line


Ethics is the bedrock on which strong cultures are built. A code of conduct can help shape a civil and effective governance culture.


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



For Meeting of: January 7, 2020

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: December 30, 2019

Subject: Adoption of the State's Model Water Efficient Landscape Ordinance (MWELO), establishing Chapter 13.40 of the Rio Dell Municipal Code (RDMC).

Recommendation:

That the City Council:

1. Receive staff's report regarding the adoption of the State's Model Water Efficient Landscape Ordinance (MWELO), establishing Chapter 13.40 of the Rio Dell Municipal Code (RDMC); and
2. Introduce (first reading) Ordinance No. 378-2019 establishing a Model Water Efficient Landscape Ordinance (MWELO), establishing Chapter 13.40 of the Rio Dell Municipal Code (RDMC.); and
3. Open the public hearing, receive public input and deliberate; and
4. Continue consideration, approval and adoption of the proposed Ordinance to your meeting of December 17, 2019 or the next regularly scheduled Council meeting for the second reading and adoption.

Discussion

The purpose of the Model Water Efficient Ordinance is to add provisions to the Rio Dell Municipal Code to address permitting requirements for water efficient landscaping. These changes are necessary to reflect changes in California law (Assembly Bill 1881, Government Code Section 65591 et seq.) and to promote the conservation and efficient use of water.

Staff is recommending adopting the State's Model Water Efficient Landscape Ordinance (MWELO). The City can adopt a more restrictive Ordinance, however staff recommends adopting the State model.

All new development projects are subject to the Ordinance, including new and rehabilitated residential, commercial, industrial and institutional projects that require a permit, plan check or design review.

Staff has utilized and modified the City of Davis' handouts and required forms for use in Rio Dell. They are included as Attachments.

Attachments

Attachment 1: Ordinance No. 378-2020 establishing Chapter 13.40, Model Water Efficient Landscape Ordinance (MWELO) of the Rio Dell Municipal Code (RDMC).

Attachment 2: Model Efficient Landscape Ordinance (MWELO) Fact Sheet.

Attachment 3: Model Efficient Landscape Ordinance (MWELO) Project Information Form.

Attachment 4: Model Efficient Landscape Ordinance (MWELO) Short Form Prescriptive Compliance Form.

Attachment 5: Model Efficient Landscape Ordinance (MWELO) Performance Approach Form.

Attachment 6: Model Efficient Landscape Ordinance (MWELO) Worksheet Form and Example.

Attachment 7: Model Efficient Landscape Ordinance (MWELO) Department of Water Resources, Evapotranspiration Rates, Appendix A, Title 23, Chapter 2.7 CCR.

Attachment 8: Model Efficient Landscape Ordinance (MWELO) Certificate of Completion.

Attachment 9: Model Efficient Landscape Ordinance (MWELO) "How to Measure Project Area", Department of Water Resources.

ORDINANCE NO. 378-2020



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL
ESTABLISHING A WATER EFFICIENT LANDSCAPE ORDINANCE,
CHAPTER 13.40 OF THE RIO DELL MUNICIPAL CODE**

WHEREAS, Governor Brown’s Executive Order of April 1, 2015 (EO B-29-15) directed DWR to update the State’s Model Water Efficient Landscape Ordinance (MWELo) through expedited regulation; and

WHEREAS, the California Water Commission approved the revised Ordinance on July 15, 2015; and

WHEREAS, about half of the urban water is used for landscape irrigation in California; and

WHEREAS, large water savings can be gained by efficient landscape design, installation, and maintenance; and

WHEREAS, new development and retrofitted landscape water efficiency standards are governed by the Model Water Efficient Landscape Ordinance (MWELo); and

WHEREAS, all agencies are required to adopt, implement, and enforce the MWELo or a more stringent ordinance.

WHEREAS, all new development projects are subject to the Ordinance, including new and rehabilitated residential, commercial, industrial and institutional projects that require a permit, plan check or design review.

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

Section 1.

Chapter 13.40 of the Rio Dell Municipal Code is hereby established as follows

(1) Purpose.

The purpose of this Ordinance is to add provisions to the Rio Dell Municipal Code to address permitting requirements for water efficient landscaping. These changes are necessary to reflect changes in California law (Assembly Bill 1881, Government Code Section 65591 et seq.) and to promote the conservation and efficient use of water.

(2) Applicability.

(a) The provisions of this Article shall apply to all of the following landscape projects that are provided and/or required as part of a building permit, grading permit, discretionary permit, or site plan review:

(1) Public agency and private development projects. New construction and rehabilitated landscape projects with landscape area equal to or greater than 2,500 square feet.

(2) Developer-installed in single-family and multi-family residential projects. New construction and rehabilitated landscape projects with landscape area equal to or greater than 2,500 square feet cumulative.

(3) Homeowner-provided in single-family and multi-family residential projects. New construction landscape projects with landscape area equal to or greater than 5,000 square feet that are served by a community water system.

(b) These provisions shall also apply to the following landscape projects with significant water needs:

(1) Existing landscapes equal to or greater than one acre, with a dedicated water meter. Such landscapes are limited to preparing a water efficient landscape worksheet in accordance with the specifications in the Landscape Documentation Package (Section 13.40(4) Submittal Requirements). If water use exceeds the Maximum Applied Water Allowance, the property owner shall consult the Planning and Public Works Department for recommendations to reduce water use and to prevent water waste.

(2) New and rehabilitated cemeteries. Recognizing the special landscape management needs of cemeteries, new and rehabilitated cemeteries shall require the preparation of a water efficient landscape worksheet and submittal of a Certificate of Completion. Existing cemeteries are limited to (1) above.

(c) The provisions of these regulations shall not apply to the following:

(1) Registered local, state or federal historical sites;

(2) Ecological restoration and similar projects that do not require irrigation systems for longer than five years in duration to establish the plants;

(3) Mined-land reclamation projects that do not require irrigation systems for longer than five years in duration to establish the plants;

(4) Plant collections, as part of botanical gardens, arboretums, and nature centers open to the public; and

(5) Community gardens.

(3) Definitions.

For the purposes of these regulations, unless otherwise apparent from the context, certain words and phrases used in these regulations are defined as follows:

“Backflow prevention device” means a safety device used to prevent pollution or contamination of the water supply due to the reverse flow of water from the irrigation system.

“California Invasive Plant Inventory” means the California Invasive Plant Inventory maintained by the California Invasive Plant Council.

“Check valve” or “anti-drain valve” means a valve located under a sprinkler head, or other location in the irrigation system, to hold water in the system to prevent drainage from sprinkler heads when the sprinkler is off.

“Community garden” means a piece of property or area of a property that is dedicated solely to edible plants and gardened by a cooperative group of people living in the area.

“Community water system” means a public water system which serves at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents.

“Developer-installed” means a landscape project installed by or under the direction of the developer of a development project.

“Ecological restoration project” means a project, where the primary function of such project is to assist in the recovery of an ecosystem that has been degraded, damaged, or destroyed. For purposes of this ordinance, restoration focuses on establishing the composition, structure, pattern, and ecological processes necessary to make terrestrial and aquatic ecosystems sustainable, resilient, and healthy under current and future conditions.

“Estimated Total Water Use” (ETWU) means the total water used for the landscape.

“ET adjustment factor” (ETAF) means, except for special landscape areas, a factor of 0.7, that, when applied to reference evapotranspiration, adjusts for plant factors and irrigation efficiency, two major influences upon the amount of water that needs to be applied to the landscape. The

ET adjustment factor for special landscape areas shall not exceed 1.0.

“Evapotranspiration” (ETO) means the quantity of water evaporated from adjacent soil and other surfaces and transpired by plants during a specified time.

“Head to head coverage” means full coverage from one sprinkler head to the next.

“Homeowner-provided landscaping” means any landscaping either installed by a private individual for a single family residence or installed by a licensed contractor hired by a homeowner.

“Hydrozone” means a portion of the landscaped area having plants with similar water needs. A hydrozone may be irrigated or non-irrigated.

“Invasive plant species” means species of plants not historically found in California that spread outside cultivated areas and can damage environmental or economic resources.

“Irrigation audit” means an in-depth evaluation of the performance of an irrigation system conducted by a Certified Landscape Irrigation Auditor. An irrigation audit includes, but is not limited to: inspection, system tune-up, system test with distribution uniformity or emission uniformity, reporting overspray or runoff that causes overland flow, and preparation of an irrigation schedule.

“Irrigation efficiency” (IE) means the measurement of the amount of water beneficially used divided by the amount of water applied. Irrigation efficiency is derived from measurements and estimates of irrigation system characteristics and management practices. The minimum average irrigation efficiency for purposes of this ordinance is 0.71. Greater irrigation efficiency can be expected from well designed and maintained systems.

“Landscape area” means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

“Landscape contractor” means a person licensed by the state of California to construct, maintain, repair, install, or subcontract the development of landscape systems.

“Landscape project” means total area of landscape in a project as defined in “landscape area” for the purposes of this ordinance, meeting requirements under Section 13.40(2) (Applicability).

“Low volume irrigation” (also “point source irrigation”) means the application of irrigation

water at low pressure through a system of tubing or lateral lines and low-volume emitters such as drip, drip lines, and bubblers. Low volume irrigation systems are specifically designed to apply small volumes of water slowly at or near the root zone of plant.

“Low-head drainage” means water that flows out of the system after the valve turns off due to elevation changes within the system.

“Maximum Applied Water Allowance” (MAWA) means the upper limit of annual applied water for the established landscaped area. It is based upon the area’s reference evapotranspiration, the ET Adjustment Factor (ETAF), and the size of the landscape area. The Estimated Total Water Use shall not exceed the Maximum Applied Water Allowance.

“Mined-land reclamation projects” means any surface mining operation with a reclamation plan approved in accordance with the Surface Mining and Reclamation Act of 1975.

“Mulch” means any organic material such as leaves, bark, straw, compost, or inorganic mineral materials such as rocks, gravel, and decomposed granite left loose and applied to the soil surface for the beneficial purposes of reducing evaporation, suppressing weeds, moderating soil temperature, and preventing soil erosion.

“New construction” means, for the purposes of this ordinance, a new building or structure with a landscape, such as a house, accessory structure, pool, gazebo, or commercial or industrial building. This definition also includes other new landscapes, such as a park, playground, or greenbelt without an associated building.

“Overhead irrigation system” means a system that delivers water through the air (e.g., spray heads and rotors).

“Overspray” means the irrigation water which is delivered beyond the target area.

“Pervious” means any surface or material that allows the passage of water through the material and into underlying soil.

“Plant factor” is a factor, when multiplied by ETO, estimates the amount of water needed by plants. For purposes of this ordinance, the plant factor range for low water use plants is 0 to 0.3, the plant factor range for moderate water use plants is 0.4 to 0.6, and the plant factor range for high water use plants is 0.7 to 1.0. Plant factors cited in this ordinance are derived from the Department of Water Resources 2000 publication “Water Use Classification of Landscape Species.”

“Point source irrigation” see low volume irrigation.

“Precipitation rate” means the rate of application of water measured in inches per hour.

“Rain sensor” means a component which automatically suspends an irrigation event when it

rains.

“Recycled water” means treated or recycled waste water of a quality suitable for non-potable uses such as landscape irrigation and water features. This water is not intended for human consumption.

“Reference Evapotranspiration” or “ET”) means a standard measurement of environmental parameters that affect the water use of plants, and is an estimate of the Evapotranspiration of a large field of four- to seven-inch tall, cool-season grass that is well watered.

“Rehabilitated landscape” means any re-landscaping project that requires a permit, plan check, or design review, meets the requirements of Section 8-2.3702 (Applicability), and the modified landscape area is equal to or greater than 2,500 square feet, is 50% of the total landscape area, and the modifications are completed within one year.

“Runoff” means water which is not absorbed by the soil or landscape to which it is applied and flows from the landscape area. For example, runoff may result from water that is applied at too great a rate (application rate exceeds infiltration rate) or when there is a slope.

“Special Landscape Area” (SLA) means an area of the landscape dedicated solely to edible plants (food producing gardens), areas irrigated with recycled water, water features using recycled water, storm water detention basins, and areas dedicated to active play such as parks, sports fields, golf courses, and where turf provides a playing surface.

“Subsurface irrigation” means an irrigation device with a delivery line and water emitters installed below the soil surface that slowly and frequently emit small amounts of water into the soil to irrigate plant roots.

“Swing joint” means an irrigation component that provides a flexible, leak-free connection between the emission device and lateral pipeline to allow movement in any direction and to prevent equipment damage.

“Turf” means a ground cover surface of mowed grass. Annual bluegrass, Kentucky bluegrass, Perennial ryegrass, Red fescue, and Tall fescue are cool-season grasses. Seashore Paspalum, St. Augustinegrass, Zoysiagrass, and Buffalo grass are warm-season grasses. The meaning of “turf” does not include landscape areas planted with non-irrigated native California grasses.

“Water feature” means a design element where open water performs an aesthetic or recreational function. Water features include ponds, lakes, waterfalls, fountains, artificial streams, spas, and swimming pools (where water is artificially supplied). The surface area of water features is included in the high water use hydrozone of the landscape area. Constructed wetlands used for on-site wastewater treatment or stormwater best management practices that are not irrigated and used solely for water treatment or stormwater retention are not water features, and therefore, are not subject to the water budget calculation.

(4) Submittal Requirements.

(a) Landscape Documentation Package. Prior to commencing construction on a landscape project subject to the provisions of this Article, a Landscape Documentation Package shall be submitted to the County for review and approval.

(1) The Landscape Documentation Package shall be filed with the Planning and Public Works Department on a City approved application form. The Landscape Documentation Package application shall include all required fees and/or deposits, and all plans, specifications, and submittals required by the department, including but not limited to:

- (i) General project information
- (ii) Water Efficient Landscape Worksheet
- (iii) Soil management report
- (iv) Landscape and grading design plan
- (v) Irrigation design plan

(2) The Landscape Documentation Package application shall only be approved after the City verifies that the proposed landscape project complies with the provisions of this Ordinance, other applicable provisions of this code, and any applicable conditions of a discretionary permit or other entitlement.

(b) Certificate of Completion. Following installation of landscaping subject to the provisions of this Article, the project applicant shall submit a Certificate of Completion to the City for review and final approval.

(1) Prior to issuance of a certificate of occupancy or final building or grading permit, the Certificate of Completion shall be submitted to the Planning and Public Works Department on a form prescribed by the City that shall include the following information and documentation:

- (i) General project information
- (ii) Certificate of Installation
- (iii) Copy of Landscape Irrigation Audit

(c) Permit Issuance and Enforcement.

(1) Upon successful completion of the Certificate of Completion, the City shall issue a "final" landscape permit to the property owner/project applicant.

(2) The City may conduct inspections for the purpose of enforcing this Ordinance and, as necessary and appropriate, may utilize any of the enforcement mechanisms set forth in the Rio Dell Municipal Code or otherwise authorized by law to address violations.

(5) Landscaping Standards.

All landscape projects subject to the provisions of this Ordinance shall comply with the following landscaping standards.

(a) Plant selection and grouping.

(1) Any plant may be selected for the landscape, providing the Estimated Total Water Use (ETWU) in the landscape area does not exceed the Maximum Applied Water Allowance (MAWA), and that the plants meet the specifications set forth in (2), (3), (4), and (5) below.

(2) With the exception of Special Landscape Areas, a minimum 25% of landscape area shall be comprised of native plants.

(3) Plants having similar water needs shall be grouped together in distinct hydrozones.

(i) Within distinct hydrozones, plants of moderate and low water use, or moderate and high water use can be mixed, so long as the plant factor of the higher water using plant is used for calculations.

(ii) High water use plants shall not be mixed with low water use plants.

(4) Plants shall be selected appropriately based on their adaptability to the climate, geologic, and topographical conditions of the site. Protection and preservation of existing native California species and natural areas is encouraged.

(5) The use of invasive plant species, as listed in the California Invasive Plant Inventory produced by the California Invasive Plant Council, or as determined by the Director of Planning and Public Works, is prohibited.

(6) Fire prevention needs shall be addressed in fire-prone areas. A defensible space or zone around a building or structure is required per Public Resources Code Section 4291(a) and (b).

(b) Turf requirements.

(1) Turf shall not be planted on slopes exceeding 25% where the toe of the slope is adjacent to or within four feet of an impermeable hardscape ($\text{rise divided by run} \times 100 = \text{slope percent}$).

(c) Soil Amendments, conditioning, and mulching.

(1) A minimum three (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications. To provide habitat for beneficial insects and other wildlife, up to 5% of the landscape area may be left without mulch. Designated insect habitat must be included in the

landscape design plan as such.

(2) Stabilizing mulching products shall be used on slopes.

(3) Soil amendments shall be incorporated based on the recommendations of the soil management report.

(d) Water features.

(1) Recirculating water systems shall be used for all water features.

(2) The surface area of a water feature shall be indicated on the landscape plans and included in the high water use hydrozone area of the water budget calculation.

(3) Recycled water shall be used for decorative water features when available on site.

(e) Stormwater Management.

(1) The landscape project area shall be graded so that all irrigation and normal rainfall remains within the property lines and does not drain on to non-permeable hardscapes.

(2) Rain gardens, cisterns, and other landscape features and practices that increase rainwater capture and create opportunities for infiltration and/or onsite storage are recommended.

(3) Soil compaction in landscape areas is prohibited unless required by the geotechnical or engineering report.

(6) Irrigation Requirements.

This section applies to landscaped areas requiring permanent irrigation, not areas that require temporary irrigation solely for the plant establishment period. For the efficient use of water, an irrigation system shall meet all the requirements listed in this section and the manufacturers' recommendations. The irrigation system and its related components shall be planned and designed to allow for proper installation, management, and maintenance. An irrigation design plan meeting the following design criteria shall be submitted as part of the Landscape Documentation Package. All landscape projects subject to the provisions of this Ordinance shall comply with the following irrigation requirements.

(a) Irrigation system.

(1) Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq.ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:

- (i) A customer service meter dedicated to landscape use provided by the local water purveyor; or
- (ii) A privately owned meter or submeter.

(2) Automatic irrigation controllers utilizing either evapotranspiration or soil moisture sensor data utilizing non-volatile memory shall be required for irrigation scheduling in all irrigation systems.

(3) If the water pressure is below or exceeds the recommended pressure of the specified irrigation devices, the installation of a pressure regulating device is required to ensure that the dynamic pressure at each emission device is within the manufacturer's recommended pressure range for optimal performance.

- (i) If the static pressure is above or below the required dynamic pressure of the irrigation system, pressure-regulating devices such as inline pressure regulators, booster pumps, or other devices shall be installed to meet the required dynamic pressure of the irrigation system.

- (ii) Static water pressure, dynamic or operating pressure, and flow reading of the water supply shall be measured at the point of connection. These pressure and flow measurements shall be conducted at the design stage. If the measurements are not available at the design stage, the measurements shall be conducted at installation.

(4) Sensors (rain, freeze, wind, etc.), either integral or auxiliary, that suspend or alter irrigation operation during unfavorable weather conditions shall be required on all irrigation systems, as appropriate for local climatic conditions. Irrigation should be avoided during windy or freezing weather or during rain.

(5) Manual shut-off valves (such as a gate valve, ball valve, or butterfly valve) shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency (such as a main line break) or routine repair.

(6) Backflow prevention devices shall be required to protect the water supply from contamination by the irrigation system. A project applicant shall refer to the applicable local agency code (i.e., public health) for additional backflow prevention requirements.

(7) Flow sensors that detect high flow conditions created by system damage or malfunction are required for all on non-residential landscapes and residential landscapes of 5000 sq. ft. or larger.

(8) Master shut-off valves are required on all projects except landscapes that make use of technologies that allow for the individual control of sprinklers that are individually pressurized in a system equipped with low pressure shut down features.

(9) The irrigation system shall be designed to prevent runoff, low head drainage, overspray, or

other similar conditions where irrigation water flows onto non-targeted areas, such as adjacent property, non-irrigated areas, hardscapes, roadways, or structures.

(10) Relevant information from the soil management plan, such as soil type and infiltration rate, shall be utilized when designing irrigation systems.

(11) The design of the irrigation system shall conform to the hydrozones of the landscape design plan.

(12) The irrigation system must be designed and installed to meet, at a minimum, the irrigation efficiency criteria as described in Section 492.4 of Title 23, Division 2, Chapter 2.7 of the California Code of Regulations (CCR) regarding the Maximum Applied Water Allowance.

(13) All irrigation emission devices must meet the requirements set in the American National Standards Institute (ANSI) standard, American Society of Agricultural and Biological Engineers'/International Code Council's (ASABE/ICC) 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard, All sprinkler heads installed in the landscape must document a distribution uniformity low quarter of 0.65 or higher using the protocol defined in ASABE/ICC 802-2014.

(14) It is highly recommended that the project applicant or local agency inquire with the local water purveyor about peak water operating demands (on the water supply system) or water restrictions that may impact the effectiveness of the irrigation system.

(15) In mulched planting areas, the use of low volume irrigation is required to maximize water infiltration into the root zone.

(16) Sprinkler heads and other emission devices shall have matched precipitation rates, unless otherwise directed by the manufacturer's recommendations.

(17) Head to head coverage is recommended. However, sprinkler spacing shall be designed to achieve the highest possible distribution uniformity using the manufacturer's recommendations.

(18) Swing joints or other riser-protection components are required on all risers subject to damage that are adjacent to hardscapes or in high traffic areas of turfgrass.

(19) Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur.

(20) Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or other means that produce no runoff or overspray.

(21) Overhead irrigation shall not be permitted within 24 inches of any non-permeable surface.

Allowable irrigation within the setback from non-permeable surfaces may include drip, drip line, or other low flow non-spray technology. The setback area may be planted or unplanted. The surfacing of the setback may be mulch, gravel, or other porous material. These restrictions may be modified if:

- (i) The landscape area is adjacent to permeable surfacing and no runoff occurs; or
- (ii) The adjacent non-permeable surfaces are designed and constructed to drain entirely to landscaping; or
- (iii) The irrigation designer specifies an alternative design or technology, as part of the Landscape Documentation Package and clearly demonstrates strict adherence to irrigation system design criteria in Section 492.7 (a)(1)(I) of Title 23, Division 2, Chapter 2.7 of the California Code of Regulations (CCR). Prevention of overspray and runoff must be confirmed during the irrigation audit.

(22) Slopes greater than 25% shall not be irrigated with an irrigation system with a application rate exceeding 0.75 inches per hour. This restriction may be modified if the landscape designer specifies an alternative design or technology, as part of the Landscape Documentation Package, and clearly demonstrates no runoff or erosion will occur. Prevention of runoff and erosion must be confirmed during the irrigation audit.

(b) Hydrozones.

(1) Each valve shall irrigate a hydrozone with similar site, slope, sun exposure, soil conditions, and plant materials with similar water use.

(2) Sprinkler heads and other emission devices shall be selected based on what is appropriate for the plant type within that hydrozone.

(3) Where feasible, trees shall be placed on separate valves from shrubs, groundcovers, and turf to facilitate the appropriate irrigation of trees. The mature size and extent of the root zone shall be considered when designing irrigation for the tree.

(4) Individual hydrozones that mix plants of moderate and low water use, or moderate and high water use, may be allowed if:

- (i) Plant factor calculation is based on the proportions of the respective plant water uses and their plant factor; or
- (ii) The plant factor of the higher water using plant is used for calculations.

(5) Individual hydrozones that mix high and low water use plants shall not be permitted.

(6) On the landscape design plan and irrigation design plan, hydrozone areas shall be designated by number, letter, or other designation. On the irrigation design plan, designate the areas irrigated by each valve, and assign a number to each valve. Use this valve number in the

Hydrozone Information Table (Appendix B Section A of Title 23, Division 2, Chapter 2.7 of the California Code of Regulations (CCR). This table can also assist with the irrigation audit and programming the controller.

(7) Public Education.

Education is a critical component to promote the efficient use of water in landscapes. The use of appropriate principles of design, installation, management and maintenance that save water is encouraged throughout Rio Dell.

(a) Literature and resources. The Planning and Public Works Department shall make available information to the general public regarding the design, installation, management, and maintenance of water efficient landscapes.

(b) Model homes. Landscaping shall be installed, in compliance with this Ordinance, for all model homes in subdivisions where a Final Subdivision Map has been approved by the City. The landscaping for model homes shall incorporate the policies of this Ordinance and the developer shall include the following:

(1) Signs that identify the model home landscaping as an example of a water efficient landscape featuring elements such as hydrozones, irrigation equipment, and others that contribute to the overall water efficient theme.

(2) Literature shall be provided to anyone touring a model home that describes the design, installation, management, and maintenance of water efficient landscapes.

Section 2. Limitation of Actions

Any action to challenge the validity or legality of any provision of this ordinance on any grounds shall be brought by court action commenced within ninety (90) days of the date of adoption of this ordinance.

Section 3. CEQA Compliance

The City Council has determined that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15061(b)(3) of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any significant impact to the environment would occur as a result of adoption of the Ordinance.

Section 4. Effective Date

This ordinance becomes effective thirty (30) days after the date of its approval and adoption.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on January 7, 2020 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the January 21, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Garnes, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 378-2020 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on January 21, 2020.

Karen Dunham, City Clerk, City of Rio Dell



Model Water Efficient Landscape Ordinance (MWELO) Fact Sheet

Why is the City establishing a Water Efficient Landscape Ordinance?

The purpose of the Model Water Efficient Ordinance is to add provisions to the Rio Dell Municipal Code to address permitting requirements for water efficient landscaping. These changes are necessary to reflect changes in California law (Assembly Bill 1881, Government Code Section 65591 et seq.) and to promote the conservation and efficient use of water. The City has adopted the State Model Water Efficient Ordinance.

Which projects are subject to the Ordinance?

All new development projects are subject to the Ordinance. This applies to new and rehabilitated residential, commercial, industrial and institutional projects that require a permit, plan check or design review.

Can I use the prescriptive checklist option for smaller landscape projects?

Developer installed or Homeowner provided landscaping in Single-Family or Two-Family residential projects with *landscape areas* under 2500 sq. ft. may comply with the newly developed prescriptive measures contained in the State's Ordinance.

"landscape area" means all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).

What are the other significant revisions?

More Efficient Irrigation Systems

- Dedicated landscape water meters or submeters are required for residential landscapes over 5000 sq. ft. and non-residential landscapes over 1000 sq. ft.
- Irrigation systems are required to have pressure regulators and master shut-off valves.

- All irrigation emission devices must meet the national standard stated in the Ordinance to ensure that only high efficiency sprinklers are installed.
- Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5000 sq. ft.
- The minimum width of areas that can be overhead irrigated was changed from 8 feet to 10 feet; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff.

Incentives for Graywater

Landscapes under 2500 sq. ft. that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of the Prescriptive Compliance Option.

Improvements in Onsite Stormwater Capture

Friable soil is required in planted areas to maximize water retention and infiltration. Four yards of compost per 1000 sq. ft. of area must be incorporated. Other recommended measures for increasing onsite stormwater retention are listed in the Ordinance.

Limiting the Portion of Landscapes that can be planted with High Water Use Plants

The maximum amount of water that can be applied to a landscape is reduced from 70% of the reference evapotranspiration (ETO) to 55% for residential landscape projects, and to 45% of ETO for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as turf.

For residential projects, the coverage of high water use plants is reduced from 33% to 25% of the landscaped area. In non-residential landscapes, planting with high water use plants is not feasible. However, unchanged in the Ordinance is the extra water allowance made for non-residential areas when used for specific functional areas, such as recreation and edible gardens. The irrigation efficiency of devices used to irrigate landscapes is one of the factors that goes into determining the maximum amount of water allowed. Rather than having one default irrigation efficiency for the entire site, the revised Ordinance allows the irrigation efficiency to be entered for each area of the landscape. The site-wide irrigation efficiency of the previous ordinance was 0.71; the revised Ordinance defines the irrigation efficiency of drip as 0.81 and that of overhead spray as 0.75. Median strips cannot be landscaped with high water use plants, precluding the use of turf. Also because of the requirement to irrigate areas less than ten feet wide with subsurface irrigation or other means that produces no runoff or overspray, the use season turf in parkways is limited.

How do I comply with the ordinance?

Prior to construction, the project applicant shall:

Submit a Landscape Documentation Package to the City of Davis.

The Landscape Documentation Package shall include six (6) elements:

1. Project information
2. Water Efficient Landscape Worksheet
3. Soil management report
4. Landscape design plan
5. Irrigation design plan
6. Grading design plan

At completion of the project, the project applicant shall:

1. Submit the signed Certificate of Completion to the City for review.
2. Ensure that copies of the approved Certificate of Completion are provided to the property owner or his or her designee.

Reporting Requirements

All local agencies will report to the Department of Water Resources on the implementation and enforcement of their ordinances by January 31st of each year.



Model Water Efficient Landscape Ordinance (MWELo) Project Information

Applicant Information	
Name of Project Applicant	
Contact Person	Title
Email Address	Phone No.
Address	
Project Location/Owner	
Address	APN
Property Owner	Phone No.
Email Address	Fax No.
Mailing Address	

Currently, this project does not include landscaping. I am aware that future landscape installations may be required to comply with the Model Water Efficient Landscape Ordinance (MWELo) requirements per California Code of Regulations, Title 23, Division 2, Chapter 2.7.

This project does incorporate landscaping. *(Please provide the information below specific to the landscape area which will be completed as part of this project and specify the compliance method to be used):*

Total Landscape Area (sq. ft.): _____ Turf Area (sq. ft.): _____
 Non-Turf Plan Area (sq. ft.): _____ Special Landscape Area (sq. ft.): _____

Compliance Method

- Performance (Items included in Performance Checklist is included on plans)
- Prescriptive (Items included in Prescriptive Checklist is included on plans)

Signature

I certify that the above information is correct and agree to comply with the requirements of the MWELo

 Signature of Property Owner or Authorized Representative

 Date



Model Water Efficient Landscape Ordinance (MWELo) Short Form Prescriptive Compliance

Applicant Information	
Name of Project Applicant	
Email Address	Phone No.
Address	
Project Location/Owner	
Address	APN
Property Owner	Phone No.
Email Address	Fax No.
Mailing Address	

Project Type: New Residential New Commercial Rehabilitation/Remodel
Water Source: City Water Private Well

This project incorporates landscaping equal to or less than 2500 sq ft and will be using this form to identify prescriptive requirements which will be included as part of the landscape project. (Please provide the information below specific to the landscape area and identify the location on the plans each design measure can be found using the LANDSCAPE WATER-EFFICIENCY CHECKLIST on page two):

Total Landscape Area (sq. ft.): _____ Turf Area (sq. ft.): _____
 Non-Turf Plan Area (sq. ft.): _____ Special Landscape Area (sq. ft.): _____

Signature

I certify that the above information is correct and agree to comply with the prescriptive requirements identified on the following page.

 Signature of Property Owner or Authorized Representative

 Date

**LANDSCAPE WATER EFFICIENCY CHECKLIST FOR LANDSCAPE
AREAS 2,500 SQUARE FEET OR LESS**

Landscape Element	Design Measures	Location on Plans
Compost	Incorporate a compost rate of at least four (4) cubic yards per 1,000 square feet to a depth of six (6) inches into landscape area. Exception: Soils with greater than 6% organic matter in the top 6 inches of soil are exempt from adding compost and tilling.	
Plant Water Use	<p>Residential: Install drought resistant native plants that require occasional, little or no summer irrigation (average WUCOLS plant factor 0.3) for 75% of the plant area excluding edibles and areas using recycled water.</p> <p>Non-Residential: Install drought resistant native plants that require occasional, little or no summer irrigation (average WUCOLS plant factor 0.3) for 100% of the plant area excluding edibles and areas using recycled water.</p>	
Mulch	A minimum of a three (3) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas, except in areas of turf or creeping or rooting groundcovers.	
Turf	Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape and where 25% means 1 foot of vertical elevation change for every 4 feet of horizontal length (rise divided by run x 100 = slope percent).	
Irrigation	<p>Irrigation controllers use evapotranspiration or soil moisture data and utilize a rain sensor.</p> <p>Irrigation controller programming date will not be lost due to an interruption in the primary power source.</p> <p>Areas less than 10 feet in any direction shall utilize sub-surface irrigation or other technology that prevents overspray or runoff.</p> <p>Landscape water meters, defined as either a dedicated water service meter or private submeter, shall be installed for all non-residential irrigated landscapes of 1,000 sq. ft. but not more than 5,000 sq. ft. (the level at which Water Code 535 applies) and residential irrigated landscapes of 5,000 sq. ft. or greater. A landscape water meter may be either:</p> <ul style="list-style-type: none"> (i) A customer service meter dedicated to landscape use provided by the local water purveyor; or (ii) A privately owned meter or submeter. 	

Landscape area includes all the planting areas, turf areas, and water features in a landscape design plan subject to the Maximum Applied Water Allowance calculation. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, parking lots, decks, patios, gravel or stone walks, other pervious or non-pervious hardscapes, and other non-irrigated areas designated for non-development (e.g., open spaces and existing native vegetation).



Model Water Efficient Landscape Ordinance (MWELo) Performance Approach

Applicant Information	
Name of Project Applicant	
Email Address	Phone No.
Address	
Project Location/Owner	*Evapotranspiration Rate 27.5
Address	APN
Property Owner	Phone No.
Email Address	Fax No.
Mailing Address	
Plan Check - Staff Use Only	
Plan Check Submittal Date	Permit No.
<input type="checkbox"/> Approved <input type="checkbox"/> Need Additional Information – See Attached Comments	

**Source: Appendix A Title 23, Chapter 2.7 CCR*

Landscape Documentation Package (Title 23, Chapter 2.7 §492.3 CCR)

- The project's address, total landscape area, water supply type, and contacts shall be stated on the plans.
- Add, sign and date the following statement on the plans: "I agree to comply with the requirements of the water efficient landscape ordinance and submit a complete Landscape Documentation Package."
- Water Efficient Landscape Worksheet that includes a hydrozone information table and water budget calculations shall be submitted for plan check.
- A landscape design plan and irrigation design plan shall be submitted for plan check.

Water Efficient Landscape Worksheet (Title 23, Chapter 2.7 §492.4 and §492.13 CCR)

- Incorporate the Water Efficient Landscape Worksheet into plans. Show that the Maximum Applied Water Allowance (MAWA) meets or exceeds the calculated Estimated Total Water Use (ETWU).
- The evapotranspiration adjustment factor (ETAF) for the landscape project shall not exceed a factor of (0.55 for residential areas) (0.45 for non-residential areas).
- The plant factor used shall be from WUCOLS or from horticultural researchers with academic institutions. WUCOLS plants database can be found online at:
<http://ucanr.edu/sites/WUCOLS/>
- All water features shall be included in the high water use hydrozone. All temporary irrigated areas shall be included in the low water use hydrozone.
- All Special Landscape areas shall be identified on the plans. The ETAF for new and existing (non-rehabilitated) Special Landscape Areas shall not exceed 1.0.
- For the purpose of calculating ETWU, the irrigation efficiency is assumed to be 0.75 for overhead spray devices and 0.81 for drip system devices.

Landscape Design Plan (Title 23, Chapter 2.7 §492.6 CCR)

- The landscape design plans, at a minimum, shall:
 - Delineate and label each hydrozone by number, letter, or other methods.
 - Identify each hydrozone as low, moderate, high water, or mixed water use.
 - Identify recreational areas, areas solely dedicated to edible plants, areas irrigated with recycled water, type and surface area of water features, impermeable and permeable hardscape, and any infiltration systems.
- For hydrozone with a mix of both low and moderate water use plants or both moderate and high water use plants, the higher plant factor or the plant factor based on the proportions of the respective plant water uses shall be used. Hydrozones containing a mix of low and high water use plants is not permitted.
- Turf is not allowed on slopes greater than 25% where the toe of the slope is adjacent to an impermeable hardscape.
- Add note to plans: "Recirculating water systems shall be used for water features"
- Add note to plans: "A minimum 3-inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated."

- Add note to plans: "For soils less than 6% organic matter in the top 6 inches of soil, compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six inches into the soil".

Irrigation Design Plan (Title 23, Chapter 2.7 §492.7 CCR)

- The irrigation plans, at a minimum, shall contain the following:
 - Location and size of spate water meters for landscape
 - Location, type, and size of all components of the irrigation system, including controllers, main and lateral lines, valves, sprinkler heads, moisture sensing devices, rain switches, quick couplers, pressure regulators, and backflow prevention devices.
 - Static water pressure at the point of connection the public water supply
 - Flow rate (gallons per minute), application rate (inches per hour), and design operating pressure (pressure per square inch) for each station.
- A dedicated water service meter or private submeter shall be installed for all (non-residential irrigated landscapes of at least 1,000 sq. ft.) (residential irrigated landscape areas of at least 5,000 sq. ft.)
- Add note to plans: "Pressure regulating devices are required if water pressure is below or exceeds the recommended pressure of the specified irrigation devices."
- Manual shut-off valves shall be required, as close as possible to the point of connection of the water supply, to minimize water loss in case of an emergency or routine repair.
- Add note to plans: "Check valves or anti-drain valves are required on all sprinkler heads where low point drainage could occur."
- Areas less than 10-feet in width in any direction shall be irrigated with subsurface or drip irrigation.
- Overhead irrigation shall not be permitted within 24-inches of any non-permeable surface.

Required Statements and Certification (Title 23, Chapter 2.7 §492.6, §492.7 & §492.9 CCR)

- Add the following statement on the landscape and irrigation plans: "I have complied with the criteria of the ordinance and applied them for the efficient use of water in the landscape design plans".

- The final set of landscape and irrigation plans shall bear the signature of a licensed landscape architect, licensed landscape contractor, certified irrigation designer, licensed architect, licensed engineer, licensed land surveyor or personal property owner.
- Add note to plans: "A diagram of the irrigation plan showing hydrozones shall be kept with the irrigation controller for subsequent management purposes."
- Add note to plans: "A Certificate of Completion shall be filled out and certified by either the designer of the landscape plans, irrigation plans, or the licensed landscape contractor for the project"
- Add note to plans: "An irrigation audit report shall be completed at the time of final inspection."

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) _____

Hydrozone # /Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq, ft.)	ETAF x Area	Estimated Total Water Use (ETWU) ^e
Regular Landscape Areas							
				Totals	(A)	(B)	
Special Landscape Areas							
				1			
				1			
				1			
				Totals	(C)	(D)	
						ETWU Total	
						Maximum Allowed Water Allowance (MAWA)^e	

^a**Hydrozone #/Planting Description**
E.g
 1.) front lawn
 2.) low water use plantings
 3.) medium water use planting

^b**Irrigation Method**
overhead spray
or drip

^c**Irrigation Efficiency**
0.75 for spray head
0.81 for drip

^d**ETWU (Annual Gallons Required) =**
 $Eto \times 0.62 \times ETAF \times Area$
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

^e**MAWA (Annual Gallons Allowed) =** $(Eto) (0.62) [(ETAF \times LA) + ((1-ETAF) \times SLA)]$
 where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)	
Total Area	(A)	
Average ETAF	B ÷ A	

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)	
Total Area	(A+C)	
Sitewide ETAF	(B+D) ÷ (A+C)	

A copy of this form may be obtained from Department of Water Resources website:
<http://www.water.ca.gov/wateruseefficiency/landscapeordinance/>

Sample Water Efficient Landscape Worksheet

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) 50.1

Hydrozone # /Planting Description ^a	Plant Factor (PF)	Irrigation Method ^b	Irrigation Efficiency (IE) ^c	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU) ^e
Regular Landscape Areas							
1 / FRONT YARD	.8	Spray	.75	0.94	1,000	940	29,198
2 / SIDE YARD	.5	Drip	.81	0.61	300	183	5,685
3 / REAR YARD	.3	Drip	.81	0.37	3,300	1221	37,927
4 / POOL	1.0	n/a	1	1	400	400	12,425
				Totals	5,000 (A)	2744 (B)	
Special Landscape Areas							
NONE				1	----	----	----
-----				1	----	----	----
-----				1	----	----	----
				Totals	0 (C)	0 (D)	
						ETWU Total	85,234
						Maximum Allowed Water Allowance (MAWA)^e	85,420

^aHydrozone #/Planting Description
E.g
1.) front lawn
2.) low water use plantings
3.) medium water use planting

^bIrrigation Method
overhead spray
or drip

^cIrrigation Efficiency
0.75 for spray head
0.81 for drip

^dETWU (Annual Gallons Required) =
Eto x 0.62 x ETAF x Area
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

^eMAWA (Annual Gallons Allowed) = (Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)	2744
Total Area	(A)	5000
Average ETAF	B ÷ A	0.549

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	(B+D)	2,744
Total Area	(A+C)	5,000
Sitewide ETAF	(B+D) ÷ (A+C)	0.549

A copy of this form may be obtained from Department of Water Resources website:
<http://www.water.ca.gov/wateruseefficiency/landscapeordinance/>

Appendix A - Reference Evapotranspiration (ET_o) Table*													
County and City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual ET_o
FRESNO													
Reedley	1.1	1.5	3.2	4.7	6.4	7.7	8.5	7.3	5.3	3.4	1.4	0.7	51.3
Westlands	0.9	1.7	3.8	6.3	8.0	8.6	8.6	7.8	5.9	4.3	2.1	1.1	58.8
GLENN													
Orland	1.1	1.8	3.4	5.0	6.4	7.5	7.9	6.7	5.3	3.9	1.8	1.4	52.1
Willows	1.2	1.7	2.9	4.7	6.1	7.2	8.5	7.3	5.3	3.6	1.7	1.0	51.3
HUMBOLDT													
Eureka	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Ferndale	0.5	1.1	2.0	3.0	3.7	3.7	3.7	3.7	3.0	2.0	0.9	0.5	27.5
Garberville	0.6	1.2	2.2	3.1	4.5	5.0	5.5	4.9	3.8	2.4	1.0	0.7	34.9
Hoopla	0.5	1.1	2.1	3.0	4.4	5.4	6.1	5.1	3.8	2.4	0.9	0.7	35.6
IMPERIAL													
Brawley	2.8	3.8	5.9	8.0	10.4	11.5	11.7	10.0	8.4	6.2	3.5	2.1	84.2
Calipatria/Mulberry	2.4	3.2	5.1	6.8	8.6	9.2	9.2	8.6	7.0	5.2	3.1	2.3	70.7
El Centro	2.7	3.5	5.6	7.9	10.1	11.1	11.6	9.5	8.3	6.1	3.3	2.0	81.7
Holtville	2.8	3.8	5.9	7.9	10.4	11.6	12.0	10.0	8.6	6.2	3.5	2.1	84.7
Meloland	2.5	3.2	5.5	7.5	8.9	9.2	9.0	8.5	6.8	5.3	3.1	2.2	71.6
Palo Verde II	2.5	3.3	5.7	6.9	8.5	8.9	8.6	7.9	6.2	4.5	2.9	2.3	68.2
Seeley	2.7	3.5	5.9	7.7	9.7	10.1	9.3	8.3	6.9	5.5	3.4	2.2	75.4
Westmoreland	2.4	3.3	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.4
Yuma	2.5	3.4	5.3	6.9	8.7	9.6	9.6	8.7	6.9	5.0	3.0	2.2	71.6
INYO													
Bishop	1.7	2.7	4.8	6.7	8.2	10.9	7.4	9.6	7.4	4.8	2.5	1.6	68.3
Death Valley Jct	2.2	3.3	5.4	7.7	9.8	11.1	11.4	10.1	8.3	5.4	2.9	1.7	79.1
Independence	1.7	2.7	3.4	6.6	8.5	9.5	9.8	8.5	7.1	3.9	2.0	1.5	65.2
Lower Haiwee Res.	1.8	2.7	4.4	7.1	8.5	9.5	9.8	8.5	7.1	4.2	2.6	1.5	67.6
Oasis	2.7	2.8	5.9	8.0	10.4	11.7	11.6	10.0	8.4	6.2	3.4	2.1	83.1
KERN													
Arvin	1.2	1.8	3.5	4.7	6.6	7.4	8.1	7.3	5.3	3.4	1.7	1.0	51.9
Bakersfield	1.0	1.8	3.5	4.7	6.6	7.7	8.5	7.3	5.3	3.5	1.6	0.9	52.4
Bakersfield/Bonanza	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Bakersfield/Greenlee	1.2	2.2	3.7	5.7	7.4	8.2	8.7	7.8	5.7	4.0	2.1	1.2	57.9
Belridge	1.4	2.2	4.1	5.5	7.7	8.5	8.6	7.8	6.0	3.8	2.0	1.5	59.2
Blackwells Corner	1.4	2.1	3.8	5.4	7.0	7.8	8.5	7.7	5.8	3.9	1.9	1.2	56.6
Buttonwillow	1.0	1.8	3.2	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.5	0.9	52.0
China Lake	2.1	3.2	5.3	7.7	9.2	10.0	11.0	9.8	7.3	4.9	2.7	1.7	74.8
Delano	0.9	1.8	3.4	4.7	6.6	7.7	8.5	7.3	5.4	3.4	1.4	0.7	52.0
Famoso	1.3	1.9	3.5	4.8	6.7	7.6	8.0	7.3	5.5	3.5	1.7	1.3	53.1
Grapevine	1.3	1.8	3.1	4.4	5.6	6.8	7.6	6.8	5.9	3.4	1.9	1.0	49.5
Inyokern	2.0	3.1	4.9	7.3	8.5	9.7	11.0	9.4	7.1	5.1	2.6	1.7	72.4
Isabella Dam	1.2	1.4	2.8	4.4	5.8	7.3	7.9	7.0	5.0	3.2	1.7	0.9	48.4
Lamont	1.3	2.4	4.4	4.6	6.5	7.0	8.8	7.6	5.7	3.7	1.6	0.8	54.4
Lost Hills	1.6	2.2	3.7	5.1	6.8	7.8	8.7	7.8	5.7	4.0	2.1	1.6	57.1
McFarland/Kern	1.2	2.1	3.7	5.6	7.3	8.0	8.3	7.4	5.6	4.1	2.0	1.2	56.5
Shafter	1.0	1.7	3.4	5.0	6.6	7.7	8.3	7.3	5.4	3.4	1.5	0.9	52.1
Taft	1.3	1.8	3.1	4.3	6.2	7.3	8.5	7.3	5.4	3.4	1.7	1.0	51.2
Tehachapi	1.4	1.8	3.2	5.0	6.1	7.7	7.9	7.3	5.9	3.4	2.1	1.2	52.9
KINGS													
Caruthers	1.6	2.5	4.0	5.7	7.8	8.7	9.3	8.4	6.3	4.4	2.4	1.6	62.7



Model Water Efficient Landscape Ordinance (MWELo) Certificate of Completion

This certificate is filled out by the project applicant upon completion of the landscape project.

PART 1. PROJECT INFORMATION

Date	Project Name	
Name of Project Applicant		
Contact Person	Title	
Email Address	Phone No.	
Company	Phone No.	
Address		
Project Location/Owner		
Address		APN
Property Owner	Phone No.	
Email Address	Fax No.	
Mailing Address		

Property Owner

“I/we certify that I/we have received copies of all the documents within the Landscape Documentation Package and the Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape and Irrigation Maintenance Schedule.”

 Property Owner Signature

 Date

PART 2. CERTIFICATION OF INSTALLATION
ACCORDING TO THE LANDSCAPE DOCUMENTATION PACKAGE

"I/we certify that based upon periodic site observations, the work has been substantially completed in accordance with the ordinance and that the landscape planting and irrigation installation conform with the criteria and specifications of the approved Landscape Documentation Package."

Signature*	Date
Name (print)	Telephone No.
	Fax No.
Title	Email Address
Company	License No. or Certification No
Address	

**Signer of the landscape design plan, signer of the irrigation plan, or a licensed landscape contractor.*

PART 3. IRRIGATION SCHEDULING

- Attach parameters for setting the irrigation schedule on controller.

PART 4. SCHEDULE OF LANDSCAPE AND IRRIGATION MAINTENANCE

- Attach schedule of Landscape and Irrigation Maintenance.

PART 5. LANDSCAPE IRRIGATION AUDIT REPORT

- Attach Landscape Irrigation Audit Report.

PART 6. SOIL MANAGEMENT REPORT

- Attach soil management report, if not previously submitted with the Landscape Documentation Package.
- Attach documentation verifying implementation of recommendations from soil management report.

For Office Use Only:

Application/Permit No.	Received By:	Reviewed By:
	Received Date:	Approved Date:

You may see below for simple footage calculations. For more complex footage calculations, it may be necessary for you to request assistance from your contractor or landscaper. In some cases, your local water agency may also be able to offer assistance to ensure accurate measurements.

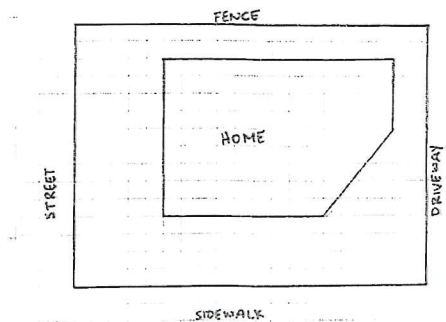
How to measure the square footage of your project area

To measure your project area, gather the following tools and follow the steps below. There are also online satellite imagery websites that may be able to help you measure your lawn’s square footage. If you will be using a contractor for completion of your project, ask that they measure your project area to ensure the correct amount of footage is requested in your application.

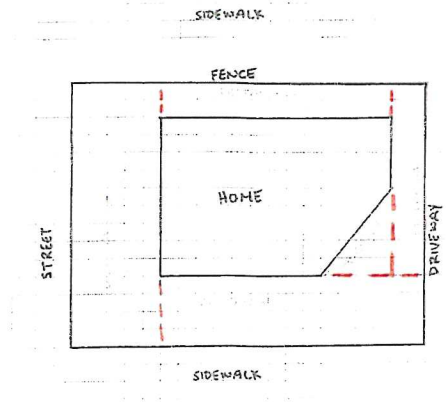
Tools you will need:

- Measuring tape or measuring wheel
- Graph paper (free templates available online)

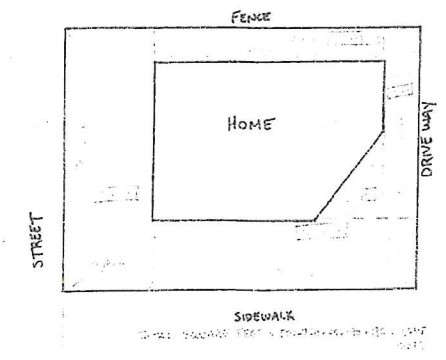
Steps for measuring your lawn:



1. Utilize the graph paper to make a drawing of your home and the borders of your yard. Write in any descriptions of nearby items such as driveways, fences, or sidewalks. This will help you orient yourself.



2. Divide the project area into easily measured shapes such as rectangles, squares, triangles and circles. A list of formulas to find the square feet of these shapes is included below.



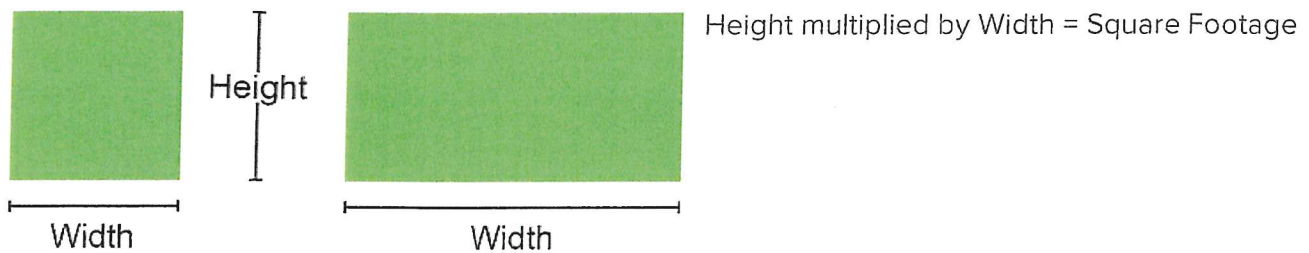
3. Take measurements to find out the square footage of each shape in your yard. Then add up the square footage of each shape for total square footage.

Helpful formulas to find square footage

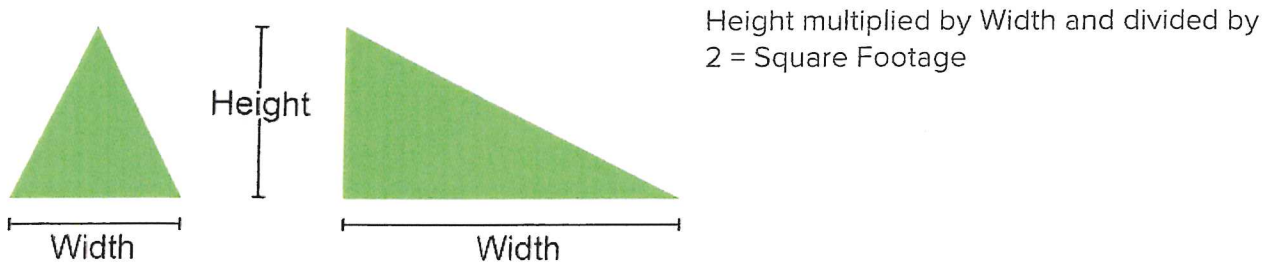
There are many online “area calculator tools” that will calculate the square footage of common shapes after you enter in the required measurements.

Squares, rectangles, and triangles will be the most common shapes in your yard. The formulas for finding their square footage are below. If you have more unusual shapes, you can find out how to calculate their square footage here on many websites.

Square or Rectangle



Triangle



Note: Accuracy in footage is very important. We cannot increase your footage after your project has been pre-approved, so please strive to provide as accurate information as possible in your application. Please note that the program may review your requested footage and reduce the project area if a discrepancy is noted.