

A G E N D A
RIO DELL CITY COUNCIL
STUDY SESSION - 5:00 P.M.
REGULAR MEETING- 6:30 P.M.
TUESDAY, OCTOBER 18, 2011
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, 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 this meeting.

THE TYPE OF COUNCIL BUSINESS IS IDENTIFIED IMMEDIATELY AFTER EACH TITLE IN BOLD CAPITAL LETTERS

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. STUDY SESSIONS - 5:00 P.M.

1) 2011/1018.01 - City Attorney Interviews

5:00 p.m. - Mitchell, Brisso, Delaney & Vrieze, LLP

1

5:40 p.m. - Bragg, Perlman, Russ, Stunich & Eads LLP

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E. CEREMONIAL

F. 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. Items requiring Council action not listed on this agenda will be placed on the next regular agenda for consideration, 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 5 minutes.

G. CONSENT CALENDAR

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

- 1) 2011/1018.02 - Approve Minutes of the September 28, 2011 Joint Study Session
(ACTION) 27
- 2) 2011/1018.03 - Approve Minutes of the October 4, 2011 Regular Meeting **(ACTION)** 35
- 3) 2011/1018.04 - Disposition of Laptop Computer Pursuant to Ordinance No. 271-2011
(RECEIVE & FILE) 39

H. SPECIAL PRESENTATIONS

- 1) 2011/1018.05 - Annual Financial Reports as of 6/30/2010 – Independent Auditor’s Report
Management Discussion and Analysis (MD&A)

I. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) "SPECIAL CALL ITEMS" from Consent Calendar

J. ORDINANCES/SPECIAL RESOLUTIONS

K. REPORTS/STAFF COMMUNICATIONS

- 1. City Manager
- 2. Finance Director
- 3. Chief of Police
- 4. Community Development Director

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next Regular meeting will be on November 1, 2011
at 6:30 PM in the City Council Chambers*

MITCHELL, BRISSO, DELANEY & VRIEZE, LLP

CLIFFORD B. MITCHELL (1927—2010)
PAUL A. BRISSO
NANCY K. DELANEY
JOHN M. VRIEZE
WILLIAM F. MITCHELL
RUSSELL S. GANS
NICHOLAS R. KLOEPPPEL

VICTOR M. FERRO, of Counsel

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P.O. DRAWER 1008
EUREKA, CA 95502

EMERY F. MITCHELL (1896 - 1991)
WALTER J. CARTER (1949 - 1993)
R.C. DEDEKAM (1929—2011)

September 29, 2011

Attention: City Manager
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

Re; Request for Proposals—City Attorney

Dear City of Rio Dell:

This letter is in response to your recent Request for Proposals for providing services to the City of Rio Dell (the “City”) as City Attorney, and is submitted on behalf of the law offices of Mitchell, Brisso, Delaney & Vrieze, LLP. If selected, Russell S. Gans and Paul A. Brisso would constitute the primary responsible attorneys for providing services to the City of Rio Dell. Each item listed in the Request for Proposals as “Required Information” is addressed, in turn, as follows:

1. Qualifications

We believe that one of our law firm’s strengths is the quality and depth of our attorneys and support staff. While having a primary attorney to interact with the City would provide continuity, this depth and diversification would allow us to direct a particular issue to an attorney with specific and specialized experience when applicable. It would also provide immediate response to emergency issues when the primary attorney is not available. A complete firm resume is attached to this proposal as “Attachment A.”

a. Russell S. Gans

Russell (“Russ”) Gans was raised in Fortuna, California, where both of his parents taught at Fortuna High School. Russ graduated from Saint Mary’s College in Moraga, California with a degree in History in 1992. Russ graduated in the top ten percent of his

class, was inducted in the Saint Mary's Honor Society, and received the Henry George Award for outstanding scholarship as a History Major.

Following his undergraduate education, Russ attended the University of Oregon Law School and graduated in the top one-third of his class in May of 1996. While at law school, Russ served as the Business Editor for the *Journal of Environmental Law and Litigation* (a law review) and obtained a Certificate of Completion in Environmental Law and Litigation, which included extended course work in water law, pollution and land use law and related issues. Russ interned for the California Department of Fish and Game during the summer of 1995, working primarily on CEQA and California Endangered Species Act related issues germane to litigation in which the Department was a party.

Russ took and passed the July, 1996, California Bar examination, and began employment at Mitchell, Brisso, Delaney & Vrieze in the Fall of 1996. His law practice has included civil litigation and substantial work in the firm's commercial and business practice. Russ is involved in a significant amount of the firm's transactional work related to employment, contract and real property law. His real property experience has included purchase and sale agreements, easements and licenses, commercial and residential leases, restrictive covenants, conservation easements, and land use, zoning and permitting/entitlement issues. Russ is rated by Martindale-Hubbell as an attorney possessing "good to high" legal ability and "very high" ethical standards.

b. Paul A. Brisso

Paul Brisso graduated from Humboldt State University *magna cum laude* with a degree in journalism in 1973 and worked for the Eureka Times-Standard for two years prior to attending law school. While working for the newspaper, Paul covered numerous cities and public entities.

In law school, Paul finished fourth in his class of over 200 students at University of Pacific, McGeorge School of Law in 1978. Paul is rated "av" by Martindale-Hubbell as possessing "very high to preeminent" legal ability and "very high" ethical standards (the highest ratings for both). Paul is one of only four Humboldt County attorneys (and one of only two currently actively practicing law) ever elected into the American College of Trial Lawyers, generally considered to be one of the most prestigious legal organizations in the United States. For the last seven consecutive years (2005-2011),

Paul has been selected by San Francisco Magazine as one of the top 5 percent of lawyers in Northern California, appearing in the publication's annual list of "Super Lawyers".

c. Municipal Law Background and Relevant Experience

Our law firm has substantial experience in municipal and public entity law and litigation. Our law firm currently serves as general counsel for multiple public entities, including: the Humboldt Bay Harbor Recreation and Conservation District ("Harbor District"); the McKinleyville Community Services District ("MCSD"); the Humboldt Community Services District; the Garberville Sanitary District (on an assignment basis); the Manila Community Services District; and the Loleta Community Services District (on an assignment basis). Russ Gans regularly attends MCSD meetings, and serves as District Counsel to it. Paul Brisso regularly attends Harbor District meetings, and serves as District Counsel to it.

Additionally, our law firm regularly represents the Cities of Eureka, Arcata, Fortuna, and Crescent City, among others, in various legal matters and litigation. Likewise, our firm regularly represents the Counties of Humboldt and Del Norte, and at times Mendocino and Siskiyou. Our law firm has successfully defended these public and municipal entities in litigation in both state and federal courts arising out of claims for dangerous conditions on public property, excessive force claims against law enforcement, and legal challenges to various public policy determinations. We also serve many of these entities in non-litigation matters when county counsel or the city attorney has a conflict of interest or is otherwise unable to represent the entity.

Our extensive litigation experience defending public entities has included not only civil rights claims and dangerous condition of public property cases, but also litigation in areas such as the Brown Act, the California Environmental Quality Act, election procedures, construction litigation, interpretation of codes and ordinances, and other areas that relate closely to the areas listed in your "Qualification Factors".

Our consultations with public entities on non-litigation matters have included public works project bid procedures, Brown Act and public records inquiries (as noted), ordinance preparation and enactment procedure, conflict of interest, personnel matters, public entity tort claim procedures, and public entity immunities. In addition, our litigation work for public entities often results in requests by the public entity to work

with their staff counsel to amend ordinances or change policies and procedures to attempt to prevent similar problems in the future.

d. Potential Conflict of Interest Assessment

As noted, our law firm represents the County of Humboldt and most of the cities and the above listed special districts in civil litigation matters.

Although this representation may have the potential for creating a technical conflict of interest, we have been very successful in the past in obtaining conflict waivers from these public entities to deal with them on issues for other clients when our representation of the public entity has been on different issues and the public entity is being represented by their staff counsel (such as County Counsel or the City Attorney).

Our law firm represents numerous private entities as well, including such entities as Green Diamond Resource Company and California Redwood Company, George Peterson Insurance Company, Security National Servicing Corporation and affiliated entities, numerous contractors, St. Joseph Hospital and Redwood Memorial Hospital, and the Town of Scotia, LLC, among others.

Although our private practice and client base is diverse, we don't believe that our law office has worked on any matters for any private entity which would present a conflict of interest in representing the City of Rio Dell. If the City is interested in retaining our law firm, we would gladly discuss any conflict issues and consider seeking conflict waivers, where appropriate.

e. Office Location, Hours of Operation, Contact Information

Our law office is located at 814 Seventh Street, in Eureka, California. Our offices are open Monday through Friday, from 8:30 A.M. through 5:00 P.M. We can be contacted by mail, telephone or e-mail. The e-mail address for Russ Gans is: rgans@mitchelllawfirm.com. The e-mail address for Paul Brisso is: pbrisso@mitchelllawfirm.com.

f. Council Meeting Attendance

Both Paul Brisso and Russ Gans will be able to attend Council Meetings, as needed. It is anticipated that Russ Gans would primarily attend meetings, based in part on his residency in Fortuna.

g. Client References

- (1) Amy Nilsen, Humboldt County Risk Manager, 825 Fifth Street, Eureka (268-3669).
- (2) Patti Tyson, Interim CEO, Humboldt Bay Harbor, Recreation and Conservation District, 601 Startare Drive, Eureka (443-0801).
- (3) Norman Shopay, General Manager, McKinleyville Community Services District, 1656 Sutter Road, McKinleyville (839-3251).
- (4) Steve Davidson, General Manager, Humboldt Community Services District, 5055 Walnut Drive, Eureka (443-4558).
- (5) John Murray (former) County of Humboldt County Administrative Officer and former County Director of Public Works (822-5024).
- (6) Mark Bryant, General Manager, Garberville Sanitary District, P.O. Box 211, Garberville (923-9566).
- (7) Chris Drop, General Manager, Manila Community Services District, 1901 Park Avenue, Arcata, (444-3803).

2. Fee Structure

We propose providing legal services on an hourly rate basis, billed monthly. Our rates for partners (Paul Brisso, John Vrieze, Nancy Delaney, Russell Gans, William Mitchell and Nicholas Kloepfel) would be \$145 per hour. Rates for associates (Jay Harris) would be \$130 per hour. Paralegals would be billed at \$70 per hour.

We do not foresee the need for much, if any, out-of-town travel. However, if necessary, out-of-town travel costs are charged at actual air travel, hotels, etc. incurred without markup. Use of private autos for out-of-area travel is charged at the IRS rate. If travel time and actual legal representation results in a day in excess of 8 hours, we generally make an equitable adjustment to the hours billed. (For example, if an attorney spends a 12-hour day in combined travel and representation, the hours billed may be reduced to 10.) If expert consultants are required (primarily in litigation matters) we work with the client in selecting the expert and contracting for the service, and usually have the expert directly bill the client.

If a matter requires extensive copying, the material is sent out to a commercial copy center (unless unusual circumstances of confidentiality, critical document control, etc., warrant different handling), and charged for reimbursement at the commercial rate without additional markup. Similarly, other work sent out to third parties, such as special shipping charges for large volumes of documents, etc., are charged for reimbursement at provider's rate without markup.

All telephone (including long distance), fax, clerical assistance, computer legal research on-line charges, etc., are considered general overhead and are not charged in addition to the hourly rates.

3. Responsiveness

Our law firm strives to return all client communications on the date received. When attorneys are travelling, arrangements are made with support staff to route any emergency calls to available attorneys. If the client assigns a project which will require extensive research or work to complete, we typically contact the client and seek a mutually acceptable deadline to complete the work factoring the client's needs as the priority, and calendar that date accordingly.

4. Back-Up

Between Russ Gans and Paul Brisso, it is anticipated that an attorney will readily be available to address the City's legal needs. In the event both are unavailable (which is atypical), other attorneys in the firm are capable of assisting the City, as noted.

5. **Insurance**

We carry professional errors and omissions insurance with policy limits of \$2 million per occurrence, \$4 million aggregate.

6. **Disclosure and Form Retention Agreement**

The City of Rio Dell is authorized to contact the above-listed references. Enclosed is a sample retention agreement for use with the City of Rio Dell. If our firm is retained, the document would be tailored to this circumstance.

7. **Additional Information**

We take pride in the tradition and history of our firm. We have several clients (including the County of Humboldt) who have been clients for 30-40 years or more. Each attorney with the firm has started their private practice career here and has remained. One of our younger partners, William Mitchell, is the grandson of firm founder Emery Mitchell and son of our late partner Cliff Mitchell. We have had members of our support staff who worked for us over 30 years.

We want long-term client relationships. We realize the best way to establish and maintain these relationships is by providing quality legal representation in a manner that is cost-effective for the client. We attempt to bring a practical and common sense approach to our work, and discuss with the client not only the "legal rights" of the client but whether the client considers the legal product or objective to be cost-effective. We work with the client as a team to ensure that the legal work makes common sense as well as legal sense.

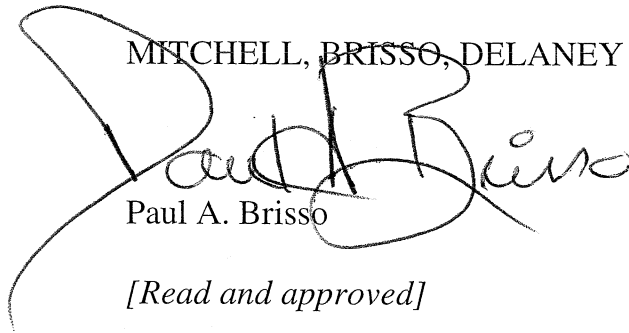
Our billing format provides detailed information on each legal activity performed and the amount of time expended for that activity. We encourage clients to contact us to discuss any questions about legal activities or the amounts of billings.

City Manager
City of Rio Dell
September 29, 2011
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Although we are obviously biased, we sincerely believe that there is no law firm in Humboldt County that has our firm's depth of legal talent, quality of support staff, and background and experience in public entity work. We would very much appreciate the opportunity to discuss this proposal, your legal needs, and the services we can provide with you in more detail.

Very truly yours,

MITCHELL, BRISSO, DELANEY & VRIEZE, LLP

A large, stylized handwritten signature in black ink, appearing to read "Paul A. Brisso". The signature is written over the printed name and firm name.

Paul A. Brisso

[Read and approved]

Russell S. Gans

RSG/jg

Enclosures:

Firm Resume, Mitchell, Brisso, Delaney & Vrieze, LLP
Form Retention Agreement

MITCHELL, BRISSO, DELANEY & VRIEZE

RESUMÉ

The firm has been in business in Eureka since 1945, commencing under the name of Mitchell & Henderson. Clifford B. Mitchell, the son of one of the firm's founders, Emery Mitchell, was born July 20, 1927 and passed away in 2010. He earned his undergraduate degree at Humboldt State College and Stanford University (A.B., 1950) and graduated from Stanford Law School (J.D., 1953). During law school, he served as a member of the Board of Editors of the Stanford Law Review. He was a member and past Director of Association of Defense Counsel of Northern California; a member of American College of Trial Lawyers, Association of Insurance Attorneys, and American Board of Trial Advocates (Advocate).

PARTNERS

PAUL A. BRISSO, born March 21, 1952, has been with the firm since 1979. Undergraduate degree at California State University, Humboldt (B.A., magna cum laude 1973). Attended University of the Pacific, McGeorge School of Law and graduated with great distinction (J.D., 1978). Served one year as judicial attorney to Justice George N. Zenovich, California Fifth District Court of Appeal, 1978-1979. Member and former Director of Association of Defense Counsel of Northern California and Nevada. Fellow, American College of Trial Lawyers. Rated as an "av" attorney by Martindale-Hubbell. Named by San Francisco Magazine as one of Northern California's top five percent "Super Lawyers" each year 2005 through 2011. Member: American Board of Trial Advocates, Defense Research Institute, Association of Defense Trial Attorneys, Humboldt County Bar Association (former president), State Bar of California. Practice Areas: General Civil Litigation Defense, including: Public Entity Defense; Personal Injury; Insurance Defense; Construction Defect; Wrongful Termination;

Products Liability; Municipal Law; Real Estate; Professional Errors and Omission Defense; Contract; and Commercial Litigation. E-mail: pbrisso@mitchelllawfirm.com

NANCY K. DELANEY, born November 17, 1950, has been with the firm since 1976. Undergraduate and Masters degrees at Humboldt State University (A.B., 1972; M.A., 1973). Graduated from Hastings College of Law (J.D., 1976). Member: Association of Defense Counsel of Northern California, American Board of Trial Advocates, State Bar of California, Humboldt County Bar Association. Practice Areas: General Civil Litigation; Estate Planning and Probate; Personal Injury; Insurance Defense; Civil Rights Litigation; Public Entity Defense; Municipal Law; Medical malpractice. E-mail: ndelaney@mitchelllawfirm.com

JOHN M. VRIEZE, born July 15, 1952, has been with the firm since 1984. Undergraduate degree at University of Miami (B.S., cum laude 1974). Masters degree at Humboldt State University (M.A., 1980). Graduated from the University of Oregon School of Law (J.D., 1984). Member: Association of Defense Counsel of Northern California, Humboldt County Bar Association, State Bar of California. Practice Areas: General Civil Litigation; Insurance Defense; Personal Injury; Civil Rights Litigation; Public Entity Defense; Professional Errors and Omission Defense; Real Estate Litigation; Commercial Litigation. E-mail: jvrieze@mitchelllawfirm.com

WILLIAM F. MITCHELL, born February 28, 1956, joined the firm in November 1991. Undergraduate degree at Occidental College (B.A., 1985). Graduated from Santa Clara School of Law (J.D., 1991). Member of the Association of Defense Counsel of Northern California, State Bar of California, Humboldt County Bar Association. Practice Areas: General Civil Litigation; Personal Injury; Insurance Defense; Civil Rights Litigation; Public Entity Defense. E-mail: wmitchell@mitchelllawfirm.com

RUSSELL S. GANS, born August 2, 1969, joined the firm in September 1996. Undergraduate degree at Saint Mary's College of California (B.A., cum laude 1992, Honor Society Inductee and Recipient of the Henry George Award for outstanding scholarship as a history major). Graduated from the University of Oregon School of Law (J.D., 1996). While in law school, served as an Associate

Editor (1994-1995) and as Business Editor (1995-1996) of the Journal of Environmental Law and Litigation. Recipient of Certificate of Environmental Law and Litigation. Member of the Association of Defense Counsel of Northern California, State Bar of California, Humboldt County Bar Association. Practice Areas: General Civil Litigation, Insurance Defense, Civil Rights Litigation, Public Entity Defense, Commercial Litigation, Business Representation. E-mail: rgans@mitchelllawfirm.com

NICHOLAS R. KLOEPPPEL, born July 30, 1970, joined the firm in June 1997. Undergraduate degree at University of California, Riverside (B.A., 1992). Graduated from the University of the Pacific McGeorge School of Law (J.D., 1996). Inductee of Roger J. Traynor Honor Society for academic excellence. Recipient of Certificate of Government Affairs. Member of the Association of Defense Counsel of Northern California, State Bar of California, Humboldt County Bar Association. Practice Areas: General Civil Litigation, Insurance Defense, Civil Rights Litigation, Public Entity Defense. E-mail: nkloeppel@mitchelllawfirm.com

CLIENT LIST

Representative insurance company clients include the following:

Allied Insurance	Markel
Allstate Insurance Company	Nationwide Insurance Company
Automobile Club of Southern California	Non-Profits' Ins. Alliance of CA
CalFarm Insurance Company	PARSEC
California Casualty Insurance Company	Penn America Group
California State Automobile Association	Redwood Empire Municipal Ins. Fund
Geo. Hills, Inc.	Reliance Insurance Company
Golden Eagle Insurance Company	Safeco Insurance Company of America
Golden Bear Insurance Company	State Farm Fire Insurance Company
Grange Insurance Association	The Travelers
Great American Insurance Companies	Valley Insurance Company
Hertz Claim Management	Viking Insurance Company
Lawyer's Mutual Insurance Company	Wausau Insurance Company

Public entity clients include the following:

County of Humboldt	Humboldt Bay Harbor, Recreation and Conservation District
County of Del Norte	Humboldt Community Services District
County of Trinity	

City of Arcata
City of Eureka
City of Fort Bragg
City of Fortuna
City of Trinidad
City of Ukiah
California State University

Loleta Community Services District
McKinleyville Community Services Dist.
Eureka City Schools District
North Humboldt Unified School District
Klamath-Trinity Joint Unified School
District
Loleta Union School District
Redwoods Community College District
McKinleyville Union School District
Del Norte County Unified School District

Business entity clients include the following:

Hambro Forest Products
K-Mart Corporation
California Redwood Co.

C. Crane Co.
Costco Wholesale Corp.
Green Diamond Resources

Non-profit entity clients include the following:

Humboldt Area Foundation
Redwood Coast Developmental Services Corporation
Redwood Community Action Agency

Health care provider clients include the following:

St. Joseph Health System
Redwood Memorial Hospital
St. Joseph Hospital
Redwood Women's Health Center
Humboldt Home Health
Humboldt Central Laboratory
Willow Creek Family Health Center

ATTORNEY-CLIENT FEE AGREEMENT

MITCHELL, BRISSO, DELANEY & VRIEZE ('Attorney') and _____ ('Client') hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney to provide legal services in the following matter: _____
Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed, Attorney will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written Agreement.

3. **CLIENTS DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time and to keep Attorney advised of Client's address, telephone number and whereabouts. Client will assist Attorney in providing necessary information and documents and will appear when necessary at legal proceedings.

4. **DEPOSIT.** There will be no deposit requirement.

5. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Partners \$_____/hour

Associates \$_____/hour

Paralegals \$_____/hour

The rates on this schedule are subject to change on 30 days written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client.

The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client, witnesses, opposing counsel or court personnel. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will

charge for the time expended, as long as the work done is reasonable necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Attorney will charge for waiting time in court and elsewhere and for travel time, both local and out of town.

Time is charged in minimum units of one tenth (.1) of an hour.

6. COSTS AND OTHER CHARGES.

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's cost.

Mileage \$0.58/mile

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

7. BILLING STATEMENTS. Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

10. ENTIRE AGREEMENT AND MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

11. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

12. EFFECTIVE DATE AND EXECUTION. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client. This Agreement may be executed in counterparts, the parts of which shall be taken to constitute one whole. Electronic scan signatures and/or facsimile signatures shall be deemed to constitute originals.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: _____

Mitchell, Brisso, Delaney & Vrieze

Russell S. Gans

Paul A. Brisso

DATED: _____

By: _____

Name: _____

Its: _____

LAW OFFICES OF
BRAGG, PERLMAN, RUSS, STUNICH & EADS LLP

RANDY S. PERLMAN
LISA A. RUSS
ANDREW J. STUNICH
JASON J. EADS
SARAH HAUCK

1036 FIFTH STREET, SUITE E
EUREKA, CALIFORNIA 95501

Telephone: (707) 442-2927
Fax: (707) 443-2747

MAILING ADDRESS:
P. O. Box 1248
Eureka, CA 95502

September 30, 2011

City Manager
City of Rio Dell
675 Wildwood Ave.
Rio Dell, California 95562

Re: Proposal for City Attorney, City of Rio Dell
Attention City Manager

Dear City Manager:

I am applying for the contract City Attorney position. I currently provide the type of legal services the City of Rio Dell seeks to the City of Trinidad. I also help provide legal services to the City of Eureka. In that capacity, I have attended staff meetings, city council meetings, and performed a broad variety of legal work for the City of Eureka.

I also have an extensive history of defending governmental entities and/or their employees in a wide range of litigation in both state and federal courts. I am licensed to practice in both state and federal courts.

I have a broad range of legal expertise and experience. I specialize in contract law, unlawful detainer, and real property law so reviewing contracts and ordinances of the type the City of Rio Dell enters into is easy for me. I have reviewed contracts for both the City of Trinidad and City of Eureka. I also have extensive litigation experience in the areas of law in which Cities are often involved. I am also personable and work well with others such that working with you, your Mayor, Council, staff and committees on legal questions arising from the conduct of City business is both productive and friendly.

I also have considerable experience in the area of employment law and related matters. I am well versed in Brown Act requirements. I am also quite capable of handling the City of Rio Dell's personnel and public safety matters.

I have a full-time legal assistant, Shayla Verbich, and an associate, Sarah Hauck, that work with me on government work so the City of Rio Dell would always have someone available on short notice. Our turn-around time on governmental work is quite fast. We respond to e-mails and all requests quite rapidly - usually immediately. My cell

phone number would be available for those times when immediate help is needed, but I am out of the office.

My current work for governmental agencies and their satisfaction with my work demonstrates that I have all of the qualifications you seek. I have reviewed the scope of services to be provided and I have experience and skill in all twelve categories listed.

I would greatly appreciate a chance to be interviewed by you and your City Council.

Qualifications

A. Educational and Legal Training

Degree Earned or Major: B.S. Business <i>Humboldt State University, Arcata, California</i>	Years Attended (1985 - 87)
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I majored in business and obtained a minor in economics. I also studied French and history. I earned a 3.45 GPA while working 30 hours or more per week.

Degree Earned or Major: A.A. Degree <i>College of the Redwoods, Eureka, California</i>	Years Attended (1982 - 85)
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I earned my A.A. Degree and transferred to HSU as a junior.

DEGREE EARNED OR MAJOR J.D. Empire College of Law (J.D., 1998). Graduated Magna Cum Laude and Salutatorian while working full time at Farmers Insurance Group and raising young children. I passed the bar exam the first time.	YEARS ATTENDED (1994 - 98)
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B. Years in Practice

I am a partner at Bragg, Perlman Russ, Stunich and Eads in Eureka, California. I have practiced law since 1989. I have a varied practice that has exposed me to a broad spectrum of law and business. I have defended various governmental agencies in litigation for the last ten years. For the last year I have filled in as City Attorney for the City of Eureka on an as-needed basis.

C Years Experience In Municipal Law

One year for City of Eureka, population 29,000 and Six Months for City of Trinidad, population 301. I have also defended several governmental agencies in litigation over the last ten years.

D Land Use Law

Real property is one of my specialized areas of practice. I have had many types of cases in this area for the last twelve years.

E Contract Law, Labor Union Law Contract Law, Franchise Agreements and Personnel Law

I worked for nine years as a claims supervisor for a large insurance company dealing with the interpretation of contracts. I have also specialized in contract law for the last twelve years. My office has performed the legal work for the California Teachers Association for the last twelve years. My office has advised businesses on personnel matters and litigated employee related cases for twelve years. Cases have included FEHA, ADA, sexual harassment, labor code, unemployment, disability and cases involving the determination of employee or independent contractor status.

F Public Safety

My office has represented police and sheriff deputies in various matters for twelve years. Bill Bragg and I recently finished a case wherein we represented the Humboldt County Correctional Officers involved in the Martin Cotton case. Mr. Cotton died while a prisoner at the jail. We were granted summary adjudication eliminating one cause of action and obtained summary judgment for the county and one correctional officer. The rest of the case settled for a modest \$100,000 for a case of its nature. The City of Eureka police officers then went to trial represented by different lawyers and lost a 4.5 million dollar verdict. I represented a Fish and Game Warden for the State of California in another case three years ago and obtained a defense verdict at trial.

G Possible Conflicts of Interest

I am unaware of any possible conflicts of interest. I have never represented anyone regarding land in or near Rio Dell except for one private party case years ago that did not involve the City of Rio Dell.

H Office Location and Hours

My office is located at 1036 Fifth Street, Suite E, Eureka, California. I am one of the owners of the building. I can be reached by mail or by visiting my office, calling me at 442-2927 (office number) or on my cell phone at 497-9417. My e-mail address is ajstunich@bragglaweureka.com. My office is open from 8:30 to 5:00 p.m. I can be reached at any time and I will respond very quickly. I can attend Rio Dell City Council meetings or any other meetings as requested.

References

The City Manager of Trinidad, Karen Suiker, has expressed great satisfaction with my work and my associate's work and has agreed to provide a personal reference. She can be reached at (citymanager@trinidad.ca.gov) The City Manager for Eureka, David Tyson, has also agreed to provide a positive reference. He can be reached at (DTYSON@ci.eureka.ca.gov). William R. Bragg, the current Interim City Attorney for Eureka has also agreed to provide a personal reference. He can be reached at (wrbagg@zbmlaw.com). Virginia Bass is a Humboldt County Supervisor. She can be reached at (707) 476-2396 Her e-mail address is (vbjcra@aol.com) Gerald McGee is a local attorney for whom I have performed work over the last decade. He is now retired, but he has agreed to provide a reference. He can be reached at (707) 444-8316 or at mcgeelaw@runbox.com. I have also represented Alan and Beth Murray in various legal matters for several years. They have agreed to provide a reference. They can be reached at alan@whiterockresort.com.

Proposed Fee Structure

My proposed hourly rate for the City of Rio Dell's work is \$185.00 per hour. In addition to paying legal fees, I propose that the City of Rio Dell reimburse all incurred costs and expenses, including, but not limited to, process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, postage, in-office photocopying, parking, mileage, and any authorized investigation expenses, consultants' fees, expert witness fees and other similar items. I would send the City of Rio Dell detailed monthly statements for fees and costs incurred. I have enclosed a proposed contract.

Responsiveness

My office response time would be as fast as the performance of quality work would allow. As noted above, my cell phone will be available for when immediate help is needed and I am out of the office. My secretary always knows how to reach me. It is also rare that both I and my associate, Sarah Hauck, are out of the office.

Back Up

My associate, Sarah Hauck, has worked with me on many matters for both the City of Trinidad and the City of Eureka. Her work has been excellent. She responds to most of the Public record Act requests and "Pitchess motions" served on the City of Eureka. She also handles most of the routine City of Trinidad work for me with my supervision and assistance. Karen Suiker at the City of Trinidad has expressed great satisfaction with her work.

Insurance

My office maintains general liability insurance on our office building, workers' compensation insurance and professional liability insurance of \$2,000,000.

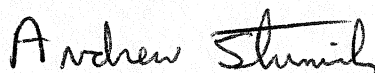
Disclosure

I hereby authorize the City of Rio Dell and its agents to contact the above listed clients to obtain information about me.

Proposed Contract

I have enclosed a proposed contract.

Cordially,


Andrew J. Stunich

Enclosure

CONTRACT FOR LEGAL SERVICES

CITY OF RIO DELL CITY ATTORNEY

THIS CONTRACT FOR LEGAL SERVICES, effective November __, 2011, is made by and between the CITY OF RIO DELL hereafter referred to as "City", and Andrew Stunich, Attorney at Law hereinafter referred to as "Attorney".

I. SCOPE OF SERVICES

City shall retain Attorney as its General Counsel, and Attorney shall provide City with advice, counsel and representation in municipal legal matters and litigation pursuant to the terms and conditions hereafter set forth. City hereby appoints Attorney as City Attorney of City. Said appointee shall have the authority vested in City Attorneys by the applicable laws of the State of California. Services of Attorney are generally described as follows:

- A. Basic Legal Services:** Attorney shall provide the following basic legal services:
- 1. Preparation of Documents:** Attorney shall develop, review, or comment on ordinances, resolutions, contracts, agreements and other documents at the request of the City Council or City Manager.
 - 2. Legal Advice:** Attorney shall provide City with advice and counsel in oral or written form pertaining to municipal legal matters at the request of the City Council or City Manager, including but not limited to resolutions, ordinances, claims for damages, and contracts. Attorney shall be available to consultation with City staff and Council members.
- B. Other Legal Services:** Attorney shall provide other legal services to City as follows:
1. Legal review of documents for audits, grant applications, and matters pertaining to funding sought or obtained from other governmental entities.
 2. Legal advice in connection with planning, zoning and environmental review of major projects proposed for the City.
 3. Legal services in connection with pending or threatened litigation, including appeals.
 4. Legal advice and/or training to the City Council, staff members and commissioners on conflict of interest statutes, financial disclosure laws, and other matters to ensure compliance with statutory requirements.

5. On a quarterly basis, or more often if necessary in the Attorney's opinion, report to the City Council on the status of outstanding litigation involving the City.
- C. **Litigation:** At the request of the City Council, Attorney shall represent the City in litigation. "Litigation", for the purposes of this Contract, means any proceeding in any court or before any local, state or federal administrative agency including, but not limited to, the following services:
1. Acting as defense attorney to fully represent the City, its officers and employees against lawsuits filed against City unless said defense is provided by attorneys engaged by the city's insurance carriers to represent the City, in which case Attorney shall fully cooperate with insurance attorneys.
 2. Prosecuting all legal actions as directed by the City Council.
- C. **Meetings:** Attorney shall attend City Council meetings and upon request of the City Council or City Manager, attend meetings of the Planning Commission. Attorney shall attend staff meetings and/or other City meetings when requested by the City Manager or the City Council.
- D. **Services Not Covered:** It is expressly understood and agreed that Attorney shall have no general responsibility for overseeing City operations; and that Attorney shall have no duty or authority to prosecute criminal violations of any law or ordinance, except as otherwise expressly provided by ordinance or resolution of the City Council. It is also understood and agreed that City may obtain legal services from time to time from other attorneys concerning special matters.

II. COMPENSATION AND EXPENSE REIMBURSEMENT

City agrees to compensate Attorney for services and expenses incurred on City's behalf, as follows:

- A. For the services described in Section IA, IB and IC above, at the rate of One Hundred Eighty Five Dollars (\$185.00) per hour.
- B. For the services described in Section ID above, at the rate of \$185.00 per hour.
- C. **Travel Reimbursement:** If Attorney is requested by the City Council or City Manager to travel outside Humboldt County on City business, City shall reimburse Attorney for all travel expenses actually incurred, including reasonable charges for meals, lodging, mileage, airfare, taxi service, and ground transportation, parking fees, bridge tolls and other similar charges. Said reimbursement will only be paid upon submission of an itemized bill and the

appropriate receipts to the City Manager. The City Council shall annually budget a sum for said travel.

D. Miscellaneous:

1. **Office Expenses:** The City shall reimburse Attorney for all reasonable costs advanced by Attorney on the City's behalf, including but not limited to long distance telephone charges, extraordinary copying charges, Fed-Ex, UPS or Overnight mail delivery costs, Westlaw charges, charges for recordation and certification of documents and extraordinary postal expenses. The amount of such reimbursement shall be set annually by the City Council and shall be based on Attorney's actual cost.
2. **Litigation Expenses:** City shall reimburse Attorney for all litigation expenses actually advanced by Attorney on City's behalf, including but not limited to court filing fees, jury fees, witness fees, deposition costs, costs of obtaining documents by subpoena, and other ordinary and necessary litigation expenses.

E. **Payment:** City will pay Attorney within fifteen (15) days after receipt of billing which itemized services, time and charges.

III. CONFLICT OF INTEREST

Attorney shall be entitled to maintain an active private law practice but will not represent private clients on claims adverse to or against the City.

If a former client of Attorney asserts a claim adverse to or in conflict with an interest of the City or against the City, and representation of the City would pose a conflict of interest for Attorney, Attorney will promptly disclose the potential conflict to the City Manager and the City Council and assist the City in obtaining separate legal representation acceptable to the City.

IV. ERRORS AND OMISSIONS INSURANCE

A. **Policy of Professional Insurance:** At all times during this Contract, Attorney shall maintain a policy of professional errors and omissions insurance in the amount of, and not less than, Five Hundred Thousand Dollars (\$500,000.00) per claim and One Million Dollars (\$1,000,000.00) annual aggregate. A Certificate of Insurance shall be filed with City and renewed annually.

B. **Prior Acts Coverage:** City shall reimburse Attorney for annual incremental expenses actually incurred pursuant to Attorney's professional liability insurance policy to extend prior acts coverage after the date of this contract.

V. INDEMNIFICATION

Attorney agrees to indemnify and hold City harmless from any and all claims, demands, causes of action, suits and judgments advanced by any person or persons other than Attorney, whether or not meritorious, which arise in any way out of Attorney's performance of his duties under this agreement or out of Attorney holding the office of City Attorney. Attorney's duty to indemnify shall include a duty to defend City in any threatened or pending litigation, and to pay for or reimburse City for counsel fees and litigation expenses reasonably incurred in defense of suit threatened or pending litigation.

VI. TERMINATION OF CONTRACT

Either party may terminate this Contract by giving thirty (30) days' written notice to the other party. In the event of termination, Attorney shall receive compensation and reimbursement for all services rendered and expenses due at the time of termination. All law books paid for by City shall be returned to City.

VII. CONTRACT TERMS ARE THE SOLE AGREEMENT

This written Contract contains the sole and entire agreement between the parties. It supersedes any and all other agreements between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery thereof except such representations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into this Contract.

XIII. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

IX. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA

This Contract and performance hereunder, and all suits and special proceedings hereunder, shall be construed in accordance with the laws of the State of California. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of the Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date above written.

By: Andrew Stunich
Andrew Stunich

CITY OF RIO DELL

By: _____

ATTEST:

City Clerk

**RIO DELL CITY COUNCIL
PLANNING COMMISSION
JOINT STUDY SESSION
SEPTEMBER 28, 2011
MINUTES**

A Study Session with the Rio Dell City Council/Planning Commission was called to order at 5:30 P.M. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Marks, Thompson and Wilson; Planning Commissioners Chapman, Johnson and Millington

Absent: Councilmember Leonard, Planning Commissioners Gonzales and Sweaney (Excused)

Others Present: City Manager Henrickson, Community Development Caldwell and City Clerk Dunham

STUDY SESSION MATTERS/PUBLIC HEARINGS

Community Development Director Caldwell stated he was bringing four (4) items forward in the form of a dialog discussion. The four (4) items included:

- City Parking Regulations
- Flag Lot Requirements
- Second Unit Regulations
- Town Center Zoning Designations/Regulations

City Parking Regulations

Community Development Director Caldwell reported the City's current parking regulations were adopted in 1968 and are clearly outdated and inadequate in many areas. He said as you drive through neighborhoods you see many on-street parked vehicles creating over-crowded streets. He researched other local jurisdictions parking regulations and prepared a table that identifies the various parking regulations. The City's regulations for single and multi-family units only require one (1) parking space per dwelling regardless of the number of bedrooms or the availability of on-street parking. In addition, he noted that the parking requirements for motels may also be inadequate since the regulations only requires one (1) space per two (2) rooms and two (2) manager spaces; whereas all other local jurisdictions, except for Ferndale, require a minimum of one (1) space per room. He also stated that the Council/Commission may want to consider the revision or addition of other requirements such as R.V parking in shopping centers; private recreation requirements; bicycle parking; compact space provisions; handicap space provisions; lighting provisions; landscaping provisions; exception provisions; pervious surface provisions for larger projects; loading space requirements based

**SEPTEMBER 28, 2011 MINUTES
JOINT STUDY SESSION
Page 2**

on use types; and the “no parking” requirements for existing structures located south of Davis St. and within one half block of Wildwood Avenue as it currently exists.

Community Development Director Caldwell asked for comments from the Council/Commission and said with direction, he will do additional research and return with a draft text amendment for consideration.

Commissioner Johnson said he was a City Engineer 35 years ago and the City of Beaverton passed an ordinance that said there could be no storm water runoff. He asked if that was the direction the City should consider taking.

Councilmember Marks stated that sometime back the Fire Chief came before the traffic committee and informed them that in the event of a fire on First Ave., the fire trucks would not be able to get down the street if cars were parked on both sides of the street thus creating a potential liability to the City. The plan was that the Chief of Police send out a flyer to all of the residents in the area regarding the establishment of a one-way street but was uncertain whether that was done.

Councilmember Thompson commented that he had toured the Ford plant in Detroit and they used a special material on half of their parking lot as an experiment to handle runoff and trap oils which was very successful.

Community Development Director Caldwell said the asphalt product he was referring to is widely used now and noted that storm water runoff controls were first started in Oregon and Washington.

It was agreed that storm water runoff retention provisions be explored further.

City Manager Henrickson noted that although it is more costly, having a storm water retention policy in place is better for the community.

Mayor Woodall asked if the City can regulate the type of driveways for new development; Community Development Director Caldwell stated that those regulations could be established and said the City of Arcata has such requirements in place.

Councilmember Marks referred to RDMC Chapter 17.25.130 (1) “as approved by the Public Works Director” and wanted assurance that the language does not give too much leeway so as the Public Works Director may waive requirements and also that the regulations comply with the current building code.

**SEPTEMBER 28, 2011 MINUTES
JOINT STUDY SESSION
Page 3**

Mayor Woodall asked if adequate parking must be provided with the addition of a secondary unit, and questioned angled parking and lighting provisions; Community Development Director Caldwell stated that there will be parking requirements for second units and that angled parking takes up less room and sometimes is the only thing that works. In regard to lighting options he said since there are no provisions existing, he will be looking into that issue.

City Manager Henrickson pointed out that the direction of lighting is very important and should be addressed.

Mayor Woodall asked if the gravel parking lot at the Rio Dell General Store is appropriate; Community Development Director Caldwell explained it is allowed however depending on the size of the commercial development, the City could require pavement rather than gravel in the future. He commented that in an urban setting pavement is more appropriate.

Councilmember Thompson suggested the Community Development Director look at all options and prioritize them based on his expertise.

Community Development Director Caldwell said the only items not on the list have to do with storm water runoff regulations and pervious surfaces to say there must be a zero net increase. He noted that it is likely it will become mandated by the State anyway.

Mayor Woodall asked for an example of an exception to parking requirements in which Caldwell provided an example of a small appliance store with two employees and a limited number of customers may ask for a parking exception. He said the County's regulations allow for exceptions whereas the City's do not. He indicated that the City could require that the developer have a parking study done.

Councilmember Wilson asked what the reason was for not requiring parking for existing structures located south of Davis St. and within one-half block of Wildwood Ave.; Community Development Director Caldwell said he was not sure but assumed it was to encourage development. He said he would try and find the genius for that exception.

Flag Lot Regulations

Community Development Director Caldwell stated the City currently does not have any provisions regarding the creation of flag lots however, has previously approved a number of flag lots throughout the City. He said most jurisdictions discourage flag lots except to allow for infill. Also, many jurisdictions limit flag lots to single family residential developments and require larger lot sizes to provide adequate turn-around for emergency vehicles. He said without having specific regulations in place, developers are for the most part allowed to do whatever they want.

**SEPTEMBER 28, 2011 MINUTES
JOINT STUDY SESSION
Page 4**

Councilmember Thompson noted that most of the parcels on the south side of Ogle Ave. have the capability of becoming flag lots; Caldwell said one thing that needs to be done is to update the City's Circulation Element which will help to identify potential roads to avoid flag lot design.

Community Development Caldwell said since these provisions are affecting the community now, he decided to focus on these items before updating the Circulation Element.

Discussion continued regarding update of the Circulation Element and it was determined that it would more efficient and cost effective for staff to do the update even though Planwest Partners had already done some work on the update.

Councilmember Marks asked if new parking and paving regulations would apply to recently approved subdivisions that are still undeveloped; Caldwell stated they would be subject to any newly adopted regulations.

Commissioner Johnson asked Community Development Director Caldwell if he had talked to the fire department to see what they would like to see as far as hammer heads for new developments; Caldwell said that he had not yet had the opportunity however; he did establish a referral process to get everyone involved in the project review process which includes the Fire Department.

Second Unit Regulations

Community Development Caldwell stated the City's provisions for second dwelling units were adopted in 2004 with update of the zoning regulations. He said the State legislature, in encouraging second dwelling units, enacted provisions making the approval of second units as a ministerial act, not subject to discretionary review or a hearing. In review of the City's provisions, he identified a number of things that are not consistent with current State law.

He stated that section 17.25.180(4)(a) of the RDMC requires that one of the dwellings be owner-occupied which is not consistent with State law. Section 17.25.180(4)(b) also restricts second units to lots 6,000 square feet or larger, except in the Town Center (TC) where the minimum lot size for a second unit is 5,000 square feet which is also not consistent with State law.

Another noted problem was that the provisions limit the second unit to 50% of the size of the primary unit up to a maximum of 1,200 square feet, except in suburban and rural zones where the second unit shall not exceed 50% of the size of the primary unit regardless of the size of the primary unit. Caldwell said his recommendation would be to not impose size limitations to parcels or lots that are large enough to be subdivided.

**SEPTEMBER 28, 2011 MINUTES
JOINT STUDY SESSION**

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Another inconsistency with State law had to do with manufactured or mobile homes as second units. Caldwell said the State law is very clear that jurisdictions cannot discriminate against the placement of manufactured or mobile homes as primary or secondary residences.

Councilmember Thompson asked if there was the possibility of changing the zoning designations back to include an R-1 or Residential Single Family zoning designation; Caldwell said the City could certainly consider that if it was the desire of the Council.

Councilmember Thompson then asked what the distinction was between a duplex versus an attached second dwelling; Caldwell noted there are no size restrictions on a duplex whereas there are on a second unit.

Mayor Woodall referred to the Planned Development Overlay Project on Hilda Court and asked if that particular project could have been conditioned to say that second units were not permitted; Caldwell explained that condition could not be placed on a project in a residential zone.

Mayor Woodall then referred to a parcel on Center St. where a manufactured home was placed on a parcel with an existing house and because the manufactured home was larger than the house, the house was identified as the second unit; she asked if that was legal; Caldwell stated that it was an allowable use and that the law changed in 1988 to say that manufactured homes cannot be excluded as primary or secondary residences.

Commissioner Millington addressed the issue of the placement of manufactured homes on lots stating that manufactured homes are basically built to be placed in mobile home parks with the door in the front of the unit however there are no provisions in place to establish how they are to be placed on a private lot; Caldwell explained that orientation of second units could be addressed to say that the unit be placed in a way that the front looks primarily like a single family unit and is consistent with the neighborhood.

City Manager Henrickson noted that design standards could be used essentially to set a unit architecturally so you can't tell if it is a manufactured home or not.

Community Development Caldwell said he would also recommend that the mobile home ordinance be updated to restrict placement of mobile or manufactured homes to those not over 10 years old at the time of the building permit application.

City Manager Henrickson stated that this process is essentially two-fold; to establish sound regulations; and to make sure they are enforceable.

SEPTEMBER 28, 2011 MINUTES
JOINT STUDY SESSION

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Mayor Woodall commented that it is difficult to enforce the owner-occupancy requirement; Caldwell said he feels it is more important to focus on the product itself rather than who is occupying it.

Councilmember Thompson asked to be excused from the remainder of the meeting and said he was in support of staff's recommendations.

Discussion continued regarding building height restrictions for detached second units which limits building height to 35 feet except for those second dwellings *located within any portion of the rear yard setback*, which shall not exceed one story or 16 feet in height, whichever is less. Caldwell said this provision is poorly written because every residential zone other than the Rural zone limits building height to 35 feet; and no structures, including second units, may be located within any yard setback unless a variance is granted.

Commissioner Chapman stated he understands the pressure from the State level to create smaller lots to meet affordable housing needs but asked why the City does not encourage larger lot sizes in residential zones; Caldwell said many jurisdictions mandate the development of minimum lot sizes however the City of Rio Dell does not and basically it should be up to the property owner (developer) to establish lot sizes provided they meet the minimum lot size requirements for that zone.

City Manager Henrickson noted that often times jurisdictions require a ghost plot when an applicant proposes a development of less than what is potentially possible for a particular piece of property which lays out the lot configuration, utilities and roads for any future development so that a house is not sitting in the middle of an area where a road should be. He said this provides good sound planning.

Town Center Zoning Designations/Regulations

Community Development Director Caldwell stated the Town Center designation was created in 2004 to facilitate mixed-use and live/work development and it was applied beyond the downtown core and extended a great deal into residential areas to make substandard lots buildable. He said in his opinion it is not a very good idea because there has been very little, if any mixed-uses developed subsequent to applying the designation. Also, development of substandard lots is allowed subject to the allowable uses of the zone and compliance with the development standards for that zone such as building setbacks, lot coverage and building height, etc.

He said the development standard requiring two-story construction in the Town Center zone discourages commercial development whereas the requirement for residential uses on the second floor encourages residential development. Since detached and attached single family

SEPTEMBER 28, 2011 MINUTES
JOINT STUDY SESSION
Page 7

dwelling are principally permitted uses in the Town Center Zone, additional commercial development has not been proposed. He further stated that the City has issued a few building permits for duplexes and residences along Wildwood Ave., within what could be considered the core commercial district thus eliminating the possibility of potential commercial development.

Caldwell said his desire is to make some quick changes to the Town Center Zone and maintain the character of the core commercial district.

Councilmember Marks stated that insurance companies won't insure buildings with certain types of businesses on the bottom floor with residential above which is a problem; Community Development Caldwell stated those buildings can be insured although sometimes difficult and more costly.

A map which represented a possible Town Center District was reviewed which showed the TC zone as the area along Wildwood Ave. north of the Rio Dell-Scotia bridge and south of Columbus Street on the East and Ash Street on the west side of Wildwood Ave.

Councilmember Marks asked why the proposed zoning stopped at Ash St. rather than extending it to Cedar St.; Caldwell pointed out that the zoning boundaries were simply a suggestion and intended to establish talking points on possible modifications to the TC zone. He said it seems the area south of Ash St. seems to be more of a core commercial district.

City Manager Henrickson commented that light manufacturing could be allowed outside of the core commercial district on Wildwood Ave. without interfering with the Town Center uses. He added that this Town Center concept has not materialized as anticipated so the City needs to look at the zoning more closely.

Councilmember Wilson asked if one of the goals is to eliminate the 2-story building requirement; he was told that it is the intent.

Community Development Director Caldwell encouraged the Council and Commissioners to make contact with local business owners and residents in the Town Center to get input on what they would like to see for the Town Center.

Discussion continued regarding the two committees that were established in 2002; the *Planning Together for Tomorrow Committee* and the *Community Pride Committee*. Their goal was to advise the Council on matters such as long range planning, the downtown core area, urban design and community theme, beautification and general community enhancement. The Gateway Beautification Project was a result of the Community Pride Committee's work.

**SEPTEMBER 28, 2011 MINUTES
JOINT STUDY SESSION
Page 8**

Concept drawings for possible architectural treatments and street parking improvements in the downtown area that were done by Alex Stillman at that time were displayed for Council/Commission review.

Community Development Caldwell agreed on the need to review the parking design within the core commercial area.

City Manager Henrickson indicated the City may be getting some grant funds for Planning at the end of the year to further that plan.

Councilmember Marks suggested the City look at the City of Gilroy's downtown design.

Consensus of the Council/Commission was that staff proceeds with the preparation of draft revisions of all four items; with the Town Center Zoning Designation revisions done last since it will take the longest to complete.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 7:07 p.m. to the October 4, 2011 regular meeting.

Julie Woodall, Mayor

Attest:

Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL
REGULAR MEETING
OCTOBER 4, 2011
MINUTES**

The Regular Meeting of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Leonard, Marks, Thompson and Wilson

Others Present: City Manager Henrickson, Finance Director Beauchaine, Wastewater Superintendent Jensen and City Clerk Dunham.

Absent: Chief of Police Hill and Community Development Director Caldwell (excused)

CONSENT CALENDAR

Mayor Woodall announced the items to be approved on the consent calendar and asked the staff, the public and the Council members if there was anyone who wished to have any item removed from the consent calendar for separate discussion.

Councilmember Thompson asked that Item 2, *Purchase of 1995 Ford F-350 Utility Truck for the Public Works Department*, be removed from the consent calendar and placed under *Special Call Items* for separate discussion.

Motion was made by Marks/Leonard to approve the consent calendar including approval of minutes of the September 20, 2011 regular meeting. Motion carried 4-0; Councilmember Thompson abstained.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Approve Purchase of 1995 Ford F-350 Utility Truck for the Public Works Department for an amount not to exceed \$4,000

Councilmember Thompson referred to the 1995 Chevy Truck that was previously purchased from Palco and asked what the date and purchase price was for that vehicle and what the current condition was; City Clerk Dunham responded stating that it was purchased in 2003 for \$7,500. Water Superintendent Jensen stated that vehicle had been used in the woods and was basically worn out when the City purchased it. It has required continued maintenance to keep it in operation and staff believes it would be more cost effective to dispose of it as surplus property and replace it with another used vehicle. He said the vehicle he is proposing to purchase is coming from the Del Oro Water Company in Ferndale and is in very sound condition and the owners have performed routine preventative maintenance and most recently had the starter, alternator and battery replaced.

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Finance Director Beauchaine pointed out that the difference between the two trucks is that the current vehicle was a woods truck whereas the new vehicle is a City street truck so the degree of wear is significantly less.

Councilmember Leonard said he felt the chassis alone would be worth what they are asking for the complete truck.

Water Superintendent Jensen stated he examined the truck himself found it to be very clean and well maintained. He said the only reason the company is getting rid of the vehicle is because they are in the process of updating their fleet and this vehicle is included in the rotation program.

Motion was made by Thompson/Marks to approve the purchase of a 1995 Ford F-350 Utility Truck for the Public Works Department for an amount not to exceed \$4,000. Motion carried 5-0.

Responses to City Attorney Request for Proposals

City Manager Henrickson reported back on September 6th the Council directed staff to send out RFP's for City Attorney. The closing date for submittal of the proposals was September 30th. He said two (2) proposals were received and at this time is asking that the Council simply receive and file the two proposals. Provided the applicants are available, interviews will take place at 5:00 P.M. on October 18, 2011 before the regular Council meeting. He suggested no action be taken at that time.

Motion was made by Thompson/Marks to receive and file the responses to the City Attorney request for proposals. Motion carried 5-0.

ORDINANCES/SPECIAL RESOLUTIONS

Approve Resolution No. 1133-2011 Amending the Fiscal Year 2011-2012 Capital Budget Amendment 3 – Removal of a Portion of First Avenue

City Manager Henrickson stated he contacted both adjacent property owners regarding the removal of the portion of First Ave. as discussed and both are in support of the idea. Also required is the approval of Resolution No. 1133-2011 amending the Capital budget to provide for both the removal of a portion of First Ave. and the installation of the storm water culvert.

Councilmember Marks asked if the City should get the property owners approval in writing to protect the City against any potential liability in the event they claim that they were not aware of the closure; City Manager Henrickson said it would probably be a good idea and agreed to follow up with the written approval as suggested. He pointed out that we were not relinquishing any rights to the road but simply blocking off one end. He said the road could always be put back in at a future date if necessary. He said that a sign stating "Not a Through Street" will be placed at the entrance from Davis Street.

Councilmember Leonard asked if that portion of First Ave. is a legal City street; City Manager Henrickson stated it was and that it was his understanding it was deeded to the City after the highway by-pass.

Motion was made by Marks/Leonard to direct the City Manager to proceed with the removal of a portion of First Avenue between Davis and Elko Streets. Motion carried 5-0.

Motion was made by Thompson/Leonard to approve Resolution No. 1133-2011 *Amending the Fiscal Year 2011-2012 Capital Budget – Removal of a Portion of First Avenue Amendment 3*. Motion carried 5-0.

PUBLIC PRESENTATIONS

None

REPORTS/STAFF COMMUNICATIONS

Finance Director Beauchaine reported on recent activities in the Finance Department and said she was finally in receipt of the 2009-2010 audit which she said she would be disbursing very shortly. She said she would be providing a short presentation on the MD&A portion of the audit at an upcoming meeting. She said she was very pleased to report there were no findings to report.

City Manager Henrickson reported he was attempting to use public works staff to make some drainage improvements on Ogle and Riverside with budgeted funds and stated that it will not totally solve the drainage problems in those areas but will improve the situation.

Water Superintendent Jensen stated they were able to utilize the recycled HDE pipe from the 2006 Waterline Project to keep the costs down.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Marks stated that city staff and Council participated in Ethics Training on September 27th and it was suggested by Jack Kastoroff that the *Public Presentation* portion of the agenda be placed at the first portion of the agenda so citizens who want to address the Council don't have to wait until the end of the meeting. She said provided there is no objection from the other Council members, she would like to make the change. The Council concurred and it was duly noted by the City Clerk to make the change on the next agenda.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 6:45 P.M. to the October 18, 2011 study session/regular meeting.

Attest:


Julie Woodall, Mayor

Karen Dunham, City Clerk

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



To: Stephanie Beauchaine, Finance Director (Acting in capacity of
City Manager during his absence)

From: Graham Hill, Chief of Police 

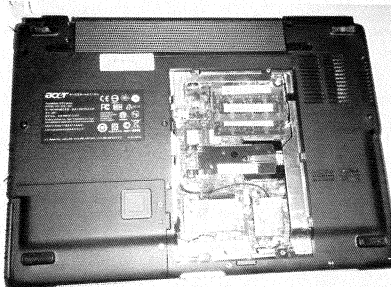
Date: October 5, 2011

Subject: Disposal of Excess Property

Background

A Police Department lap top computer (Serial # LXT4706061731033462505) has a damaged screen and wiring that is not cost effective to repair. Mike Robertson of Nylex looked at the computer and advised the cost to repair the computer would exceed the value of the computer.

Pursuant to our conversation and pursuant to Ordinance #271, I have disposed of the computer via Mike Robertson of Nylex. Attached are photographs of the computer and a receipt signed by Mike Robertson of Nylex that he has received the computer.



Nº 69154

Received From

MIKE ROBERTSON -
NYLEX

CITY OF RIO DELL

Date 10/05 2011

FUND: COMPUTER REVENUE TO AMOUNT

..... \$ N/A

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Other Services: E-WASTE
DISPOSAL LTP TOP
LXT4706061731033462505

[Signature]

By G. Hill