



RIO DELL CITY COUNCIL
VIRTUAL MEETING AGENDA
REGULAR MEETING - 6:30 P.M.
TUESDAY, OCTOBER 20, 2020
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

***WELCOME** - Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue and available on the City's website at cityofriodell.ca.gov. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

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

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

Public Comment by Email:

In balancing the health risks associated with COVID-19 and need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at publiccomment@cityofriodell.ca.gov. Please note the agenda item the comment is directed to (example: Public Comments for items not on the agenda) and email no later than one hour prior to the start of the Council meeting. Your comments will be read out loud, for up to three minutes.

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

Zoom Public Comment:

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

- A. CALL TO ORDER
- B. ROLL CALL
- C. 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) 2020/1020.01 - Approve Minutes of the October 6, 2020 Regular Meeting **(ACTION)** 1
- 2) 2020/1020.02 - Approve Resolution No. 1466-2020 for Year-End Budget Amendments **(ACTION)** 11
- 3) 2020/1020.03 - Receive and File Update on Graffiti Maintenance at School District Property (Davis St. Park) **(ACTION)** 14
- 4) 2020/1020.04 - Receive and File Check Register for September **(ACTION)** 27

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

- 1) 2020/1020.05 - City Manager/Staff Update **(RECEIVE & FILE)** 31

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2020/1020.06 - Authorize City Manager to Execute an MOU between the City of Rio Dell and County of Humboldt Regarding the Monument Road Storm Damage Repair **DISCUSSION/POSSIBLE ACTION)** 33

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2020/1020.07 - Public Hearing – Unmet Transit Needs **(DISCUSSION/POSSIBLE ACTION)** 67

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, November 3, 2020 at 6:30 p.m.*

remove any item from the consent calendar for separate discussion. No items were removed.

Motion was made by Wilson/Strahan to approve the consent calendar including approval of Minutes of the September 15, 2020 regular meeting, approval of Minutes of the September 28, 2020 Special meeting, and authorizing the City Manager to proceed with the sale of the Chittenden property at 265 Ogle Ave. for \$165,001. Motion carried 3-0.

REPORTS/STAFF COMMUNICATIONS

City Manager/Staff Update

City Manager Knopp reviewed highlights of the staff update and reported that aside from the Mayor putting up great Halloween decorations at her house, she also, along with Chief Conner and the Rio Dell School Superintendent attended a "Community Coffee" Zoom meeting with Senator McGuire which went well.

He reported that staff was in the process of developing a community plan for maintenance of the median but moved onto Plan B which included obtaining bids from local landscaping contractors. Since the bid amount did not exceed the budget, the item did not come back to Council for approval. He noted that the median would be cleaned up by the end of the month with plans for a long-term plan for continued maintenance. He agreed that the vegetation in the median was overgrown and in need of attention but with current constraints in the Public Works department, it was difficult for them to maintain it.

Work continued today on the street striping which was expected to be completed by the end of the week including speed signs and crosswalks, the potential film project in Rio Dell was temporarily delayed, and artist Dan McCauley replaced the cougar sculpture with a sculpture of a goat and that staff did a press release related to that project.

Councilmember Wilson asked if the Council would be discussing street improvement projects for the future.

City Manager Knopp commented that staff and the Council had been consumed with employee negotiations, but the issue of streets would be revisited in November to move projects forward.

Councilmember Wilson asked if the sculpture would be the last of the sculptures or if there would be more to come.

City Manager Knopp commented that the bear sculpture was the next one scheduled to be replaced but was not sure beyond that. He indicated that the overall theme is that of local wildlife.

Councilmember Wilson then referred to the City Clerk update related to a survey she

completed related to participation in City Council meetings during COVID.

City Clerk Dunham explained that the survey in question had to do with how many cities, if any had resumed having live meetings versus virtual meetings and how virtual meeting affected public participation. She noted that a few cities had resumed holding live meetings but were limiting the number of public members in attendance to comply with social distancing requirements. With regard to public participation of virtual meetings, the survey indicated that numbers were down.

Councilmember Strahan commented on the sculpture agreement with Dan McCauley and said that she thought there was a year attached to that agreement.

City Clerk Dunham responded that the term of the agreement was 5-years.

Councilmember Strahan asked for an update on the meeting with Danco.

Mayor Garnes provided an update and said that she along with the City Manager and Chief of Police met with Danco representatives and relayed the Council's concerns and that were very responsive. She said that they increased security and provided housing for the security guard to allow for 24-7 coverage. In addition, the property manager is there full-time, presumably from 9-5 daily. As far as the complex, they pointed out that it is private facility so the City doesn't have the right to inspect it any more than they would with any other apartment complex or home in the City. She indicated that they are open to meetings and have had two since September 15. They also offered to make a presentation to the City Council and the public.

Mayor Garnes encouraged Councilmember Strahan to participate in the Zoom meetings with Danco that occur every Thursday and offered to send her the information.

Councilmember Strahan said that she was looking forward to getting the information so she could attend and asked if any services from the State were being offered at the facility.

Mayor Garnes noted that there is a County staff person there daily but was not aware of a State staff person.

Councilmember Strahan asked if staff had any information regarding the tagging of the building at the school near the Davis St. park.

City Manager Knopp noted that the City Clerk provided a copy of the City's Joint Use Agreement with the School to the Superintendent but no request was received from the school requesting the City's assistance with regard to the graffiti.

Councilmember Strahan said that in reviewing the agreement, it looks like the City is

responsible for maintenance of that building. She suggested the item be agenized for the next meeting and stressed the need to get the tagging taken care of.

She commented that she is very interested in Danco and that the word on the street is that they are possibly looking into another potential development on the property across from the current facility. She said that the City needs to be pro-active in making sure they live up to their promises if they intend to do future projects in the City.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Authorize City Manager to Execute an MOU between the City of Rio Dell and County of Humboldt Regarding the Monument Road Storm Damage Repair

This item was continued to the October 20, 2020 regular meeting to allow for minor revisions to the agreement.

Appointment of an AdHoc Committee for Proposed Mural Project

City Manager Knopp provided a staff report and explained that the Chamber of Commerce reached out to request the City's help with a mural project on the Chamber building on the corner of Wildwood and Columbus. Staff is recommending that an AdHoc Committee be appointed to meet with the Chamber and artist and make a recommendation to the Council at a later date.

Mayor Garnes indicated that she was hesitant to assign a councilmember to the committee who is not present and asked Councilmember Wilson if he would be willing to serve on the committee and he agreed.

Councilmember Wilson pointed out that the Chamber is renting the building at their current location and asked what would happen to the mural in the event they moved.

City Manager Knopp said that would be something the committee would need to work out and that it was his understanding that the owner was okay with the conditions brought forward by the Chamber. He commented that beautification of the downtown is important to the City Council which is one of the reasons for bringing this forward. He pointed out that a mural project is a method to hopefully contain or eliminate graffiti on buildings.

Councilmember Wilson asked if this idea is in line with the kiosk idea previously talked about.

City Manager Knopp said that the idea of placing kiosks in the downtown with historical information about the City was a different idea but the concept did not move forward.

Councilmember Strahan mentioned that the Council had a previous discussion regarding the laws pertaining to the City contributing funds for these types of activities and pointed out that just because there is as mural on a building, doesn't necessarily mean it won't get tagged.

City Manager Knopp noted that the reason for an AdHoc Committee is to address these types of issues and that there would be certain obligations of the property owner related to maintaining the mural.

Mayor Garnes said that she looked at the color palette and thought that it was bland and not very exciting. She said that she was looking forward to having discussions between the Chamber members and the Committee and asked if the Chamber would be taking the lead on the project.

City Manager Knopp said in theory the Chamber would be taking the lead with a relationship with the property owner. He commented that the mural would need to be endorsed by the Native American community to make sure the overall project is acceptable.

Mayor Garnes called for public comment on the proposed mural project. No public comment was received.

Mayor Garnes and Councilmember Wilson were appointed to the AdHoc Committee for the proposed mural project.

Discussion on Evacuation Plan for Rio Dell

City Manager Knopp provided a staff report and said that in light of the recent wildfires and high-altitude smoke, it has caused concern and Mayor Garnes requested that the topic of evacuation planning for Rio Dell be agenized. Relevant sections of the City's Emergency Operation Plan related to evacuations were included in the written staff report for Council's review.

City Manager Knopp noted that Chief Conner was available to discuss the plan in greater detail but first wanted to reiterate that staff was in daily contact with the County Office of Emergency Services (OES) and at no time was it feasible during the recent fires when the City was going to experience a wildfire in Rio Dell based on the West Complex fire. He commented that even though Rio Dell is adjacent to Highway 101 and Highway 36, the geographic distance is quite large and the forest composition changes. Staff was very much in control of the situation but wants to be prepared in the event that something such as a fire or other disaster were to occur.

Chief of Police Conner continued the discussion and noted that as the City Manager mentioned, the evacuation plan is included in the City's Emergency Plan which was last updated in 2003. He explained that the document is full of rather generic information rather than specifics. The staging evacuation area is identified as the Ferndale Fairgrounds and that could be problematic depending on the type of disaster the City is facing. The most likely type of emergency that would require evacuation would be a flood, recalling four occasions in the last 25 years where the City had to do minor evacuations, mainly the trailers located at

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the River's Edge RV Park. Some of the people elected to move their trailers out of town but for those that didn't have a place to go, parked them at the Davis St. Park.

He said that another natural disaster that could require evacuation would be an earthquake and a possible fire that might occur as a result of the earthquake such as what happened in Scotia during the 1992 earthquake. An evacuation could be necessary due to the lack of water if there was a breakage of the water mains. In that instance, the Ferndale Fairgrounds might be used as a staging area. He explained that planning for an event like that is difficult without more information and would possibly be very rapid with not a lot of time put into planning.

He pointed out that the chance of a wildfire causing evacuation in Rio Dell is fairly unlikely but ranges in possibility due to climate changes around the world. In 2018 there was a fire on the ridge north of town caused by a tree falling onto a power line but it was under control in a matter of hours and never became a threat to the City. It was handled mainly by tankers from the Rohnerville Airport and the local fire department.

Chief Conner noted that one of the concerns that was brought to the City's attention was the problems of evacuating people who don't own their own vehicles or have some form of transportation. In that case, the State or County OES would provide additional resources for that which could be anything from transit authority buses, school buses, or the National Guard. All of these resources would become available during a disaster of that magnitude however, what would be available would be dependent on the size of the disaster. If all of coastal Humboldt County was being threatened by the same fire, Rio Dell may have to take care of itself to some extent.

He said that the Emergency Plan called for a staging area for those that do not have their own transportation where they can meet and be organized into groups of people to be transported out of the City. He said that it would make sense to have City Hall as one of the meeting locations and another perhaps at Davis and Center St. where there are large numbers of people that may or may not have transportation.

Mayor Garnes pointed out that during the COVID situation and the volunteer corp, the City was made aware of residents with special needs such as those who are disable or have no means of transportation.

Councilmember Strahan pointed that the letter from "Concerned Citizens of Rio Dell" referred to school buses and wanted to clarify that the Rio Dell School District does not have school buses. She said that it is good that the volunteer corp put together a list of people with special needs because there a lot of people like that in town. She noted that she has lived her for over 60 years and was here during the 64 flood and is living proof that the community pulls together when needed. Everybody seems to look out for their families and their neighbors in times of need which makes this a wonderful little town.

Councilmember Wilson asked for clarification that there has been an actual list established of the more vulnerable residents in town.

Mayor Garnes stated that she is not sure if the list is all inclusive, but there is a list of people from the COVID volunteer corp from reaching out and distributing food and aid to seniors and disabled residents.

Councilmember Wilson suggested working on keeping the list current including the elderly because they may not even be aware that a disaster is taking place. He mentioned that in the recent PSPS events, there were a lot that people that didn't know why the power was out.

Mayor Garnes announced that citizens can text the City's zip code to 888777 and get notifications when things are occurring which is a good tool and plan for notifications.

City Manager Knopp explained that by texting the City's zip code, 95562 to the 888777 number, the City is able to make direct contact to those people with notifications of life-threatening alerts, PSPS events, gas leaks etc. at no charge to citizens. He referred to the sign outside of the police department that provides that information.

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

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Second Reading (by title only) and Adoption of Ordinance No. 382-2020 Amending Existing Sign Regulations, Section 17.30.300, Table 7-1 of the Rio Dell Municipal Code (RDMC)

Community Development Director Caldwell provided a staff report and explained that the current sign regulations only allow one on-building sign with a maximum area of 100 square feet. After considering various situations, staff recommended amending the sign regulations to allow up to three on-building signs. The Planning Commission reviewed and discussed the recommended amendment at their meeting on August 25, 2020 and voted unanimously to recommend that the Council approve the proposed text amendment as recommended.

The proposed amendment was presented to the Council at their meeting of September 1, 2020 at which time Councilmember Strahan expressed concerns of allowing up to three illuminated on-building signs by right and suggested that those who propose more than one on-building sign go through a discretionary process.

Staff presented options under Attachment 1 and Attachment 2 of the staff report. Attachment 1 allowed up to three on-building signs; Attachment 2 allowed up to two on-building signs with an exception that additional signs may be allowed upon issuance of a Conditional Use Permit.

Community Development Director Caldwell said that a third option would be to leave the current sign regulations "as is" and only allow one on-building sign.

Councilmember Strahan said that she would like to leave the sign regulations "as is" but considering there were only three Councilmembers present, she knows how the vote would go if she were to vote against staff's recommendation.

Mayor Garnes agreed but said that she would be willing to support Option 2 to allow two on-building signs with an exception provision that additional signs may be allowed with a Conditional Use Permit.

Councilmember Strahan thought that the regulations should remain "as is" with an exception provision to allow for additional signs with a Conditional Use Permit.

Community Development Director Caldwell said that he would support Councilmember Strahan's recommendation which would require making a slight modification to the Ordinance to include the number for one on-building sign with allowance for a Conditional Use Permit process to allow more than one. With that, it would be consistent with what Councilmember Strahan is recommending.

Councilmember Wilson agreed.

Community Development Director clarified that Councilmember Strahan is recommending there be an exception provision related to the number of signs as well as the size of the signs.

Councilmember Wilson thought the Conditional Use Permit provision was a good idea so that the surrounding properties would be notified and have an opportunity to comment on proposed modifications.

Mayor Garnes asked if there is a fee for a Conditional Use Permit (CUP).

Community Development Director Caldwell explained that there is a \$500 deposit for a CUP but the fee is based on actual staff time which is typically between \$500-\$1,000.

Mayor Garnes asked if the CUP would discourage businesses from coming to town.

Community Development Director Caldwell said that it probably would not discourage them.

He recommended adoption of Ordinance No. 382-2020 maintaining the current sign regulations to allow one on-building sign with an exception provision through a Conditional Use Permit related to the number of signs as well as the size of the signs.

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Mayor Garnes called for public comment on the proposed sign regulations. No public comment was received.

Councilmember Strahan asked if a person could essentially request 10 signs.

Mayor Garnes suggested the number of signs under the exception provision be limited to no more than three on-building signs. Council concurred.

Motion was made by Strahan/Wilson to approve second reading (by title only) and adopt Ordinance No. 382-2020 amending existing sign regulations, Section 17.30.300, Table 7-1 of the Rio Dell Municipal Code to allow exception provisions to exceed the size and number of on-building signs from one to no more than three with a Conditional Use Permit. Motion carried 3-0.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Wilson reported that on the local news tonight, Humboldt Waste Management Authority (HWMA) made an official statement that they are decertifying CRV buyback services. He said that they were considering CRV be done by appointment only to manage the increase in customers but CalRecycle said that appointments are not allowed so HWMA submitted its notice to decertify the program. As he reported at the last meeting, this has made it difficult for HWMA as they were paying \$1.50/lb. for CRV and only able to sell it for \$.32/lb. resulting in a loss of 5-1. He pointed out that it is not the local agency that is the culprit in this and that the State is receiving \$1.6 billion annually. He indicated that he would be putting his CRV containers in the recycling bin and including it in the price of the can or bottle.

Councilmember Strahan reported that she attended a meeting of the Humboldt County Association of Governments (HCAOG) noting that it went well and that she would be attending the upcoming Humboldt/Del Norte Hazardous Response Authority meeting.

Mayor Garnes reported that she would be attending a virtual League of California Cities Redwood Empire Division meeting on Wednesday through Friday of this week and announced that she would be installed as President of the Redwood Empire Division on October 16, 2020.

Councilmember Wilson asked if Councilmember Strahan's request to agenize the issue related to the graffiti at the school was a consensus of the Council. The consensus of the Council was to agenize the item for the next regular meeting.

ADJOURNMENT

Motion was made by Wilson/Garnes to adjourn the meeting at 7:30 p.m. to the October 20, 2020 Regular meeting. Motion carried 3-0.

Debra Garnes, Mayor

Attest:

Karen Dunham, City Clerk

*Rio Dell City Hall
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
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October 20, 2020

TO: Rio Dell City Council

THROUGH: Kyle Knopp, City Manager

FROM: Cheryl Dillingham, Interim Finance Director CD

SUBJECT: Adoption of Resolution No. 1466-2020 for Year-End Budget Amendments

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve adoption of Resolution No. 1466-2020 for year-end budget amendments to the Fiscal Year (FY) 2019-20 Budget.

BACKGROUND AND DISCUSSION

The recommended budget amendments for FY 2019-20 are needed to cover unanticipated costs that exceeded budget appropriations as follows:

- The Police budget needs \$14,200 transferred to temporary salaries from salary savings due to vacant positions.
- The General Fund Facilities and Grounds budget needs an increase in appropriations of \$2,955 for tree trimming in Memorial Park; there are funds available in the City Manager budget to transfer.
- The TDA fund Facilities and Grounds needs an increase in appropriations of \$127 to cover costs for FY 2019-20; there are savings in the City Manager TDA fund budget available to transfer.
- The Sewer Operations fund electric utilities account is over budget by \$56,122 there are salary savings available to transfer.
- The Gas Tax fund needs \$8,913 transferred to cover overages in the Streets and Facilities and Grounds budget units; there funds available to transfer from the Capital Projects budget.

The requested action does not increase the overall budget for last fiscal year.

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**RESOLUTION NO. 1466-2020
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
FOR YEAR-END BUDGET AMENDMENTS
TO THE FISCAL YEAR 2019-20 BUDGET**

WHEREAS, the City adopted Resolution 1425-2019 establishing the City’s Operating and Capital Budget for Fiscal Year (FY) 2019-20; and

WHEREAS, the budget is an estimated fiscal plan that now requires adjustments to expenditure appropriations to align the budget with actual year-end financial activities for FY 2019-20; and

WHEREAS, all adjustments in excess of \$10,000 and any transfers between budget units (departments) within the same fund must be approved by the City Council;

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby amend the City of Rio Dell FY 2019-20 Budget as follows:

FUND		DEPARTMENT	INCREASE/ (DECREASE)	REASON FOR BUDGET ADMENDMENT
Expenditures:				
5000 07 000	General Fund	Police	(14,200)	Transfer salary savings due to vacant positions
5020 07 000	General Fund	Police	14,200	Cover overage in temporary salaries
5112 02 000	General Fund	City Manager	(2,955)	Transfer unspent appropriations to Facilities and Grounds
5107 19 000	General Fund	Facilities & Grounds	2,955	Cover overage for tree trimming Memorial Park
5112 02 024	TDA	City Manager	(127)	Transfer unspent appropriations to Facilities and Grounds
5152 19 024	TDA	Facilities & Grounds	127	Cover overage in water account
5000 08 050	Sewer	Sewer Operations	(56,122)	Transfer salary savings due to vacant positions
5150 08 050	Sewer	Sewer Operations	56,122	Cover overage in electric utilities
6500 14 020	Gas Tax	Capital Projects	(8,913)	Transfer unspent capital project funds
5135 18 020	Gas Tax	Streets	1,530	Cover overage in Streets maintenance
5152 18 020	Gas Tax	Streets	1,823	Cover overage in Streets water
5213 18 020	Gas Tax	Streets	1,100	Cover overage in vehicle repair account
5514 18 020	Gas Tax	Streets	2,000	Cover overage in Streets engineering
5000 19 020	Gas Tax	Facilities & Grounds	2,460	Cover overage in Salaries

PASSED AND ADOPTED by the City Council of the Rio Dell on this 20th day of October 2020, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

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October 20, 2020

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Update on Graffiti Maintenance at School District Property, AKA the Davis Street Park

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive and file.

BACKGROUND AND DISCUSSION

It was noted by Councilmember Strahan that graffiti had appeared on a building located on School District property. The building has been used by the Little League for several decades. Councilmember Strahan stated that she believed the graffiti was the responsibility of the city to repair. It was requested by the Council that this matter be agendaized for discussion.

The "Davis Street Park" is located on School District property. The City and School District first entered into a "Joint Powers Agreement" on October 10, 1984 to leverage funding from the California Parks and Recreation Facilities Act of 1984 to construct facilities on School District property for the prioritized use of the School District and with the approval of the School District. Staff believes this is when the Tennis Courts were constructed, but it is important to note that the Little League buildings predate the 1980's. This Joint Powers Agreement was terminated due to the City's inability to obtain insurance coverage required in the agreement.

On January 16, 2007 the Rio Dell City Council approved Resolution No. 952-2006 approving the creation of a "Joint Use Agreement" between the School District and City for the express purpose of leveraging "Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000" to rehabilitate the existing facilities located on School District property and owned by the School District.

On February 8, 2007 a Joint Use Agreement became effective after being signed by Mayor R.L. Leonard and by Sandy O'Donald, the President of the Board of Education. The agreement further clarified ownership of facilities with "certain fields, tennis courts, parking lots..." belonging to the School District. The document also refers to Exhibit A as demarcating District Facilities. The agreement requires the city to maintain the turf at the facility and enforce district rules (5. B, E, G) The agreement requires the District to perform normal maintenance on district facilities (6.F, G). Additional improvements made to the Davis Street Park require the consent of

both the district and City and emergency repairs to "Additional Improvements" are agreed to be split between the City and District.

The Joint Use Agreement also refers to City Facilities, but does not specify what those facilities are. The City possesses no title to any part of the Davis Street Park or to any facilities contained therein. The structures that were vandalized are not explicitly mentioned in the agreement. The structures located in the park have been historically associated with the Little League and it is possible the District has a separate agreement related to those facilities. The Little League has not used the facilities for many years and they appear to have been functionally abandoned.

It does not appear that there is explicit language in the Joint Use Agreement that requires the City to abate graffiti on School District property, and there was no request from the School District to abate the graffiti. However, staff did recently include the Little League buildings in a graffiti abatement project while cleaning up graffiti on other City owned property.

Attachments:

Resolution 952-2006
Signed Joint Use Agreement

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RESOLUTION NO. 952-2006

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIO DELL APPROVING
A JOINT USE AGREEMENT WITH THE
RIO DELL SCHOOL DISTRICT
FOR COMMUNITY RECREATION PURPOSES

WHEREAS, On October 2nd, 1984, the City Council of the City of Rio Dell approved Resolution 412 authorizing the City Manager to execute a Joint Powers Agreement with the Rio Dell School District to apply for grant funding to construct park facilities on School District property for a period of 25 years; and

WHEREAS, The City of Rio Dell entered into a Joint Powers Agreement with the Rio Dell School District dated October 10, 1984; and

WHEREAS, This agreement was subsequently terminated by both parties; and


WHEREAS, The City of Rio Dell wishes to use per capita Grant Program under the Safe Neighborhood Parks, Clean Water, Clean Air, and Coastal Protection Bond Act of 2000 awarded to the City of Rio Dell to rehabilitate facilities constructed under the prior Joint Powers Agreement for use by the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the Mayor to execute a Joint Use Agreement with Rio Dell School District to allow the use of School District land for City of Rio Dell community recreation purposes:

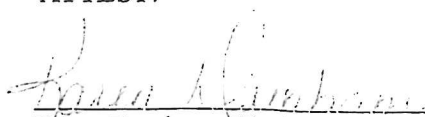
BE IT FURTHER RESOLVED that, subject to the discretion of the City Manager and the City Attorney, minor changes may be made to the form of this Joint Use Agreement to satisfy the funding requirements of the California Department of Parks and Recreation.

PASSED AND ADOPTED by the City Council of the City of Rio Dell on this 16th day of January 2007, by the following vote:

AYES:	Leonard, Barsanti, Dunker, Marks, and Woodall
NOES:	None
ABSENT:	None
ABSTAIN:	None


R.L. Leonard, Mayor

ATTEST:


Karen Dunham, Clerk

JOINT USE AGREEMENT
THE RIO DELL SCHOOL DISTRICT AND THE CITY OF RIO DELL
COLLABORATIVE AGREEMENT FOR USE OF FACILITIES

THIS JOINT USE AGREEMENT HAS BEEN PRODUCED BY AND FOR THE RIO DELL SCHOOL DISTRICT AND THE CITY OF RIO DELL, AS A COLLABORATIVE EFFORT TO CREATE COMMUNITY AT ALL PUBLIC FACILITIES THROUGHOUT THE CITY OF RIO DELL.

THIS Joint Use Agreement ("AGREEMENT") is dated as of ^{February} January 8, 2007, by and between the Rio Dell Unified School District ("DISTRICT"), a public school district duly organized and existing under the laws of the State of California and the City of Rio Dell ("CITY"), a municipal corporation and public body.

RECITALS

WHEREAS, DISTRICT is the owner of real property and improvements thereon in the City of Rio Dell, including facilities, which are used by CITY for community recreational and educational purposes; and

WHEREAS, the CITY maintains and improves facilities as funding allows for community recreational and educational purposes; and

WHEREAS, the CITY and DISTRICT desire to enhance and community's use of facilities owned by the CITY and DISTRICT for community recreational and educational purposes; and

WHEREAS, this AGREEMENT is entered into pursuant to the provisions of Education Code Section 10900, et. Seq.

NOW, THEREFORE, for and in consideration of the collaborative agreements herein contained, the parties hereto agree as follows:

1. TERM AND COMMENCEMENT

This AGREEMENT will commence as of the date in which the latter of CITY and DISTRICT approve and execute this AGREEMENT, and will continue for a period of twenty (20) years, unless sooner terminated as provided for hereinafter in Section 11. This AGREEMENT may be renewed for successive five (5) year terms. Such renewal will be deemed automatic unless AGREEMENT is sooner terminated as provided for hereinafter in Section 11 or upon written notice of intent not to renew given to the other party at least one (1) year prior to the expiration of AGREEMENT.

2. FACILITIES COVERED

The term "**DISTRICT FACILITIES**" will be used for the purposes of this AGREEMENT to mean certain **fields, tennis courts, parking lots** located on Rio Dell School District property located at 95 Center Street in Rio Dell as identified in Exhibit A and incorporated into the AGREEMENT.

The term "**CITY FACILITIES**" will be used the purposes of this AGREEMENT to mean **facilities owned by the CITY** which are suitable for use by DISTRICT for educational and recreation activities

The term "**FACILITIES**" will be used for the purposes of this AGREEMENT to mean **DISTRICT FACILITIES and CITY FACILITIES.**

3. PERMITTED USES OF FACILITIES

A. Subject to the terms of this AGREEMENT, DISTRICT will permit CITY to use DISTRICT FACILITIES without charge for COMMUNITY RECREATIONAL ACTIVITIES as long as such use does not conflict with the regular conduct of public school and school-related educational and recreational activities.

B. Subject to the terms of this AGREEMENT, CITY will permit DISTRICT to use CITY FACILITIES, without charge, for DISTRICT educational and recreational activities, as long as such use does not conflict with the regular conduct of park, recreation, and community service activities sponsored by CITY.

4. SCHEDULING USE OF FACILITIES

A. DISTRICT and CITY will develop a master schedule for joint use of FACILITIES. DISTRICT and CITY will schedule quarterly meetings unless alternate meeting times are mutually agreed upon. At these meetings both parties will review and evaluate the status and condition of jointly used FACILITIES, and to modify or confirm the upcoming quarter's schedule. CITY and/or DISTRICT will provide summary minutes of these quarterly meetings.

B. CITY will have the responsibility for scheduling all use of CITY FACILITIES.

C. The CITY will also have the responsibility for scheduling the use of DISTRICT FACILITIES for COMMUNITY RECREATIONAL ACTIVITIES during non-school hours beginning at 4:00 p.m., until dusk, Monday through Friday, and all day Saturday and Sunday, as long as such use does not conflict with the regular conduct of public school and school related educational and recreation activities.

D. Scheduling requests for CITY and DISTRICT FACILITIES will be submitted on the approved standard form.

CITY and DISTRICT will provide the other with a minimum of fifteen (15) calendar days notice when canceling approved FACILITIES use dates. If either the CITY or DISTRICT cancels any approved reservation, the canceling party will make a reasonable effort to provide an appropriate alternative reservation site and/or time.

E. Unless otherwise agreed to by site specific agreement, each party will maintain its own facilities, in a state of good repair, provide day-to-day maintenance, janitorial services including clean and stock restrooms throughout the day, structural repair, and replacement or repair of any major equipment.

5. OBLIGATION OF CITY

During the term of this AGREEMENT, CITY hereby covenants and agrees to the following:

A. Upon the expiration of the term of this AGREEMENT, or upon the sooner termination thereof, and when surrendered, CITY will leave FACILITIES in as good order and condition as FACILITIES were at the beginning of their term of this AGREEMENT.

B. With respect to DISTRICT FACILITIES utilized by CITY, CITY will maintain, or cause to be maintained, as identified in site-specific agreements, turf in playing areas.

C. DISTRICT will have the right to make emergency repairs to facilities and improvements on active use areas.

D. Any obligation for the custodial service necessary to keep CITY FACILITIES in a neat, orderly, and sanitary condition at all times during its use thereof under this AGREEMENT will be the CITY'S responsibility.

E. Allow no vehicles to enter upon DISTRICT FACILITIES except as may be necessary and authorized for the limited purposes of maintenance, operation, and delivery of goods and services or in designated public parking lots.

F. Appoint an employee with whom DISTRICT, or any other authorized agent of DISTRICT, may confer regarding the terms of this AGREEMENT.

G. Enforce all DISTRICT rules, regulations, and policies provided by the DISTRICT while directing community recreational and educational activities on DISTRICT FACILITIES.

H. Provide personnel necessary for the direction or supervision of activities sponsored by the CITY at DISTRICT FACILITIES.

I. Perform the normal maintenance of its own CITY FACILITIES as required under normal working conditions and fair wear and tear, unless otherwise addressed in a site-specific agreement.

J. CITY will hold user groups responsible for picking up trash and debris at school sites and parks and depositing it into the proper trash bins. Fields and adjoining areas affected by a user group's use must be picked up and cleared of all trash. CITY will encourage user group's to leave school and park areas immediately after games and practices safely and quietly, especially after late games insuring good neighbor practices in residential neighborhoods.

6. OBLIGATIONS OF DISTRICT

During the term of this AGREEMENT, DISTRICT hereby covenants and agrees to the following:

- A. Appoint an employee with whom CITY, or any other authorized agent of the CITY, may confer regarding the terms of this AGREEMENT.
- B. Enforce all CITY rules, regulations, and policies while directing community educational and recreational activities at CITY FACILITIES. The CITY will provide the DISTRICT with rules, regulations, and policies for each CITY FACILITY.
- C. Provide personnel necessary for the direction or supervision of activities sponsored by the DISTRICT at CITY FACILITIES.
- D. Notify the CITY when reconfiguring fields or parking lots, at least 30 days prior to doing such.
- E. May provide and maintain additional toilet facilities at DISTRICT FACILITIES, if necessary, in conjunction with CITY activities. DISTRICT will approve and locate the type of toilet facilities being portable, mobile, temporary, or fixed. DISTRICT may require user groups to pay for the additional toilet facilities at DISTRICT FACILITIES.
- F. Perform normal maintenance on DISTRICT FACILITIES as required under normal working conditions and fair wear and tear.
- G. Any obligation for custodial services necessary to keep DISTRICT FACILITIES in a neat, orderly, and sanitary condition at all times during its use thereof under this AGREEMENT will be the DISTRICT'S responsibility.

7. ADDITIONAL IMPROVEMENTS

A. CITY/DISTRICT will obtain prior written consent of CITY/DISTRICT to make any alterations, additions, or improvements to FACILITIES. CITY/DISTRICT understand that any such alterations, additions, or improvements must comply with all state and local standards.

B. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

C. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements at the expiration or termination of this AGREEMENT. "Good cause" includes reasons of health, safety, or the DISTRICT'S need for the FACILITY for educational purposes.

D. CITY/DISTRICT will have the right to make emergency repairs on any improvements made by the other and each party agrees to split the cost of such emergency repairs.

E. DISTRICT agrees to pay electrical, lighting, water, and other utility service costs associated with all alterations, additions, or improvements made by CITY upon DISTRICT FACILITIES, as identified in site-specific agreements when mutually beneficial to the DISTRICT.

F. If any alterations, additions, or improvements are destroyed by fire, war, earthquake, flood, storm, or other casualty beyond the control of the parties hereto, to such an extent which they cannot be restored to their previous condition within one hundred-twenty (120) days after the casualty, CITY will have the option to restore the structure or improvements to their condition as of the date of the casualty. In the event CITY does not elect to perform such restoration, CITY will remove all structures, improvements, and personal property from the site and return the site to its original condition, insofar as practical, unless otherwise mutually agreed. If site and improvements are destroyed by any of the causes enumerated above, and in the event they can be restored within one hundred-twenty (120) days after the casualty, CITY will restore them as soon as feasible. DISTRICT will do the same for alterations, additions, or improvements, which it has placed on CITY FACILITIES.

8. LIABILITIES AND INDEMNIFICATION

A. CITY is financially responsible for damages caused by CITY use of DISTRICT FACILITIES; DISTRICT is financially responsible for damages caused by DISTRICT use of CITY FACILITIES.

B. CITY will indemnify, defend, and hold harmless DISTRICT, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any

kind or nature arising out of or in connection with activities or programs sponsored by CITY at DISTRICT FACILITIES, except those which arise out of the sole negligence of DISTRICT.

C. DISTRICT will indemnify, defend, and hold harmless CITY, its officers, agents, employees, representatives, and volunteers from damage to property and for injury to or death of any person and from all claims, demands, actions, liability, or damages of any kind or nature arising out of or in connection with activities or programs sponsored by DISTRICT at CITY FACILITIES, except those which arise out of the sole negligence of CITY.

9. ASSIGNMENTS AND SUBLEASE

A. CITY may enter into agreements of use by permit with groups for recreational and educational purposes. Such agreements for use are subject to and deemed to incorporate by reference all provisions of this AGREEMENT.

B. CITY may charge a fair and responsible fee or accept in-kind services from permitted users to offset the costs associated with the use of DISTRICT FACILITIES. Any fees generated for the use of District Facilities in the City of Rio Dell shall be turned over to the School District for the on-going maintenance of those facilities unless maintenance responsibility is established as the City's and in such case those funds will be retained by the City for on-going maintenance costs.

C. Neither CITY nor DISTRICT may assign or transfer this AGREEMENT, or any part thereof, without the written consent of the other party.

10. NOTICES

A. All notices, statements, demands, requests, consents, approvals, authorizations, appointments, or designations hereunder by either party to the other will be in writing and will be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

If to CITY:

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

Attention: City Manager

If to DISTRICT:

Rio Dell School District
95 Center Street
Rio Dell, CA 95562

Attention: Superintendent

11. TERMINATION

A. This AGREEMENT may be terminated only by mutual consent of both parties or with cause, at any time during the term hereof by either party of this AGREEMENT upon two (2) years written notice to the other party.

12. SEVERABILITY AND APPLICABLE LAW

Whenever possible, each provision of this AGREEMENT will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this AGREEMENT will be invalid under the applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, or the remaining provisions of this AGREEMENT. This AGREEMENT has been made and entered into in the State of California and the laws of said State will govern the validity and interpretation hereof and the performance hereunder by the parties herein.

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read as enforced as though it were included, as if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction.

13. AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between the parties with respect to the facilities listed in Exhibit "A". Both parties must in the form of a written amendment agree to any modifications.

14. WAIVER

The failure of CITY or DISTRICT to insist upon strict performance of any of the terms, conditions, or covenants in this AGREEMENT will not be deemed a waiver of any right or remedy which CITY or DISTRICT may have and will not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.

15. BINDING EFFECT

This AGREEMENT and all the terms, covenants, conditions, and agreements herein contained will be binding upon and inure to the benefit of the parties hereto and their respective successors.

IN WITNESS WHEREOF, this AGREEMENT has been duly approved by both DISTRICT and CITY.

DISTRICT:

CITY:

Rio Dell School District

City of Rio Dell

By: Jamdy O'Donnell
(Insert typed name)
President, Board of Education

By: R. L. Leonard
(Insert typed name)
Mayor R. L. Leonard

Dated: 2-8-07

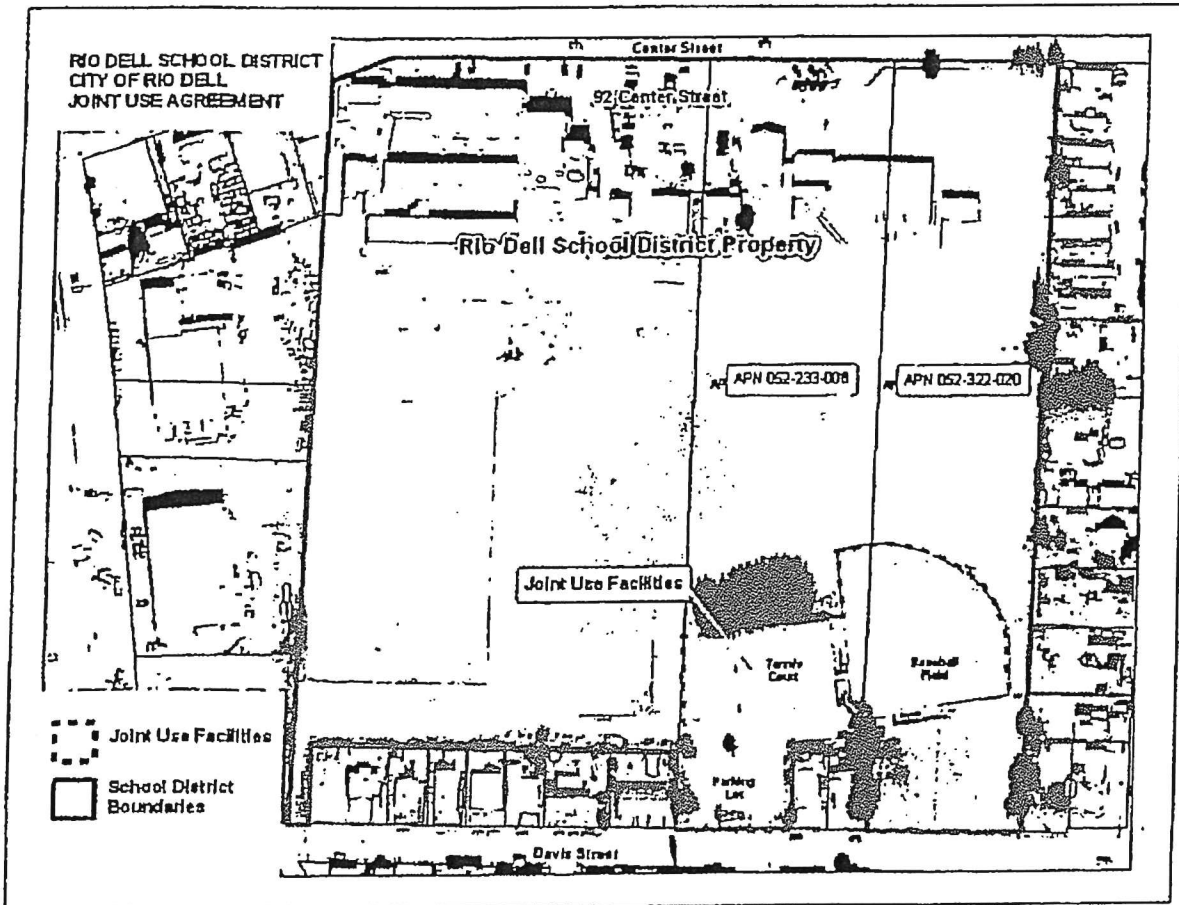
Dated: 1/29/07

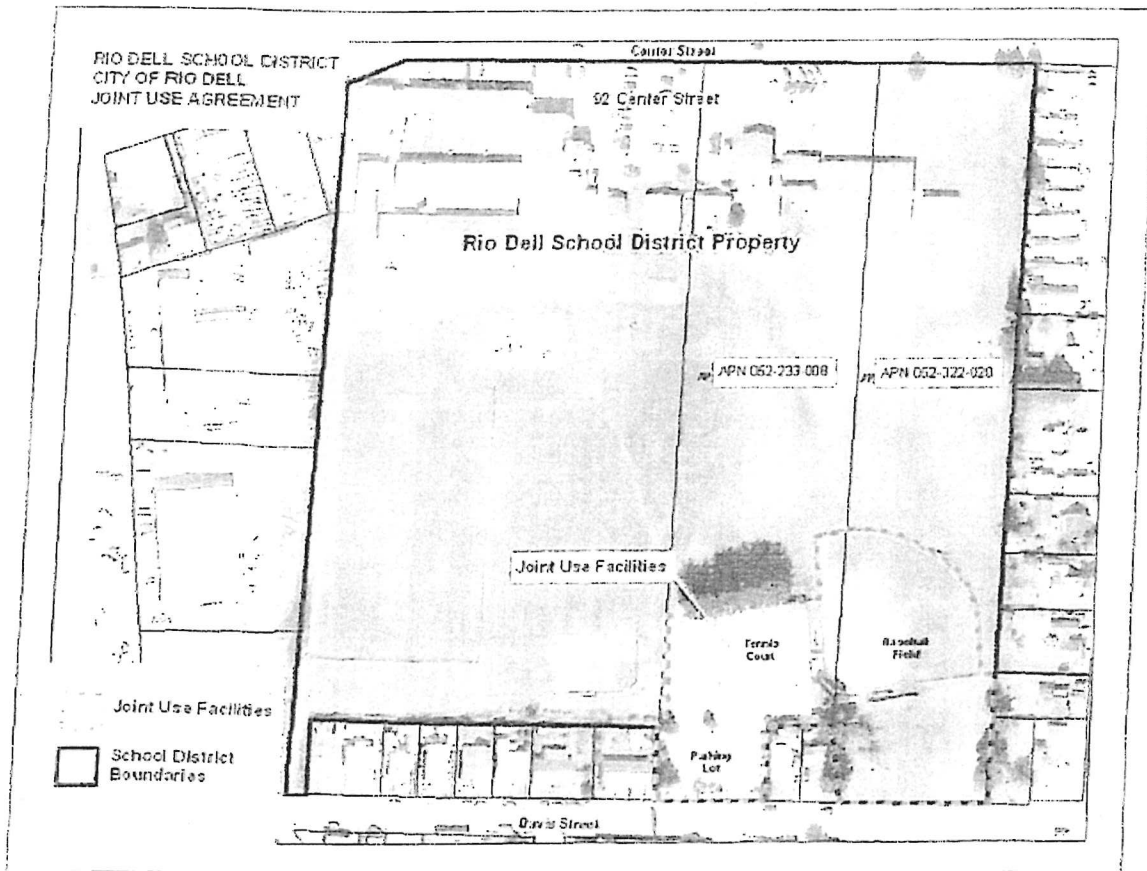
EXHIBIT "A"

FACILITIES that require a third party lease interest or sites with special provisions must be identified as such and are included in this AGREEMENT listed in Exhibit "A".

FACILITIES

The Specified facilities are commonly known as the "tennis courts", "baseball fields", "parking lot", and "landscaping" located on the southern portion of Rio Dell School District property located at 95 Center Street in Rio Dell and is comprised of Assessor's Parcel's 052-322-020-000, and 052-233-008-000.





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Ref#	Date	Vendor	Description	Amount
9347	9/02/2020	[6038] ACCURATE TERMITTE & PEST SOLUTIONS	RODENT & INSECT CONTROL @ 475 HILLTOP DR	170.00
9348	9/02/2020	[3975] AT&T - 5709	FAX LINE EXPENSES FOR AUGUST 2020-PD, FAX LINE EXPENSES FOR AUGUST 2020-CITY HALL	53.72
9349	9/02/2020	[6252] AXON ENTERPRISE, INC.	BASIC EVIDENCE.COM LICENSE; PRO EVIDENCE.COM LICENSE; YEAR 4 PAYMENT	1,188.00
9350	9/02/2020	[3206] CALIFORNIA POLICE CHIEFS ASSOCIATION	2020 VIRTUAL RIPA SUMMIT	99.00
9351	9/02/2020	[2304] COLLEGE OF THE REDWOODS	USE & MAINTENANCE OF FIREARMS RANGE 7/1/20 THRU 6/30/21, FOS COURSE	210.00
9352	9/02/2020	[5127] DELTA DENTAL	DENTAL INSURANCE FOR OCTOBER 2020	1,697.61
9353	9/02/2020	[2407] FORBUSCO LUMBER	ACRYLIC WATERPROOFER	50.06
9354	9/02/2020	[2405] FORTUNA ACE HARDWARE	TWO DIAL DIGITAL TIMER; ROLLER & TRAY SET, THREE 50# FASTSET CONCRETE MIX, 760Z BORAX, WALL CLOCK, GALV PLUGS; 3/4" BODY CONDUIT, WATERTIGHT CONNECTORS; BATTERIES; BUSHING REDUCER	141.40
9355	9/02/2020	[5052] GHD, INC	ENGINEERING SERVICES FOR DEVELOPMENT OF SANITARY SEWER EVALUATION STUDY	11,181.75
9356	9/02/2020	[2457] HUMBOLDT COUNTY CLERK-RECORDER	PROP 1 SAFE DRINKING WATER PROJECT	2,456.75
9357	9/02/2020	[2474] HUMMEL TIRE & WHEEL, INC	FLAT REPAIR	17.71
9358	9/02/2020	[6001] LINDAUER, SHERRY	CUSTOMER DEPOSIT REFUND	178.76
9359	9/02/2020	[2551] MIRANDA'S ANIMAL RESCUE	ANIMAL CONTROL FOR AUGUST 2020	1,900.00
9360	9/02/2020	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDER UTILITY WORKERS SHIRTS; CLEAN MOP HEAD	48.10
9361	9/02/2020	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR SEPTEMBER 15 THROUGH OCTOBER 15, 2020, FILE SERVER REPLACEMENT INCLUDING LABOR TO CONFIGURE, INSTALL & TRANSFER DATA/SET UP WORKSTATION CONNECTIONS	11,504.58
9362	9/02/2020	[6806] PINTERMEDIA LLC	MONTHLY WEB HOSTING FEE FOR SEPTEMBER	30.00
9363	9/02/2020	[6349] RECOLOGY EEL RIVER	GARBAGE BAGS FOR AUGUST 2020	156.42
9364	9/02/2020	[2659] RIO DELL PETTY CASH	FEDEX TO SHIP PLANS	17.00
9365	9/02/2020	[5376] SCOTTY'S CUTTERS EDGE	GASKET FOR SMOKE MACHINE	3.57
9366	9/02/2020	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR SEPTEMBER 2020	534.58
9367	9/02/2020	[2772] WENDT CONSTRUCTION, INC	VACTOR TRUCK FOR WATER LEAK AT SECOND & ATLANTA	400.00
9368	9/09/2020	[0576] 101 AUTO PARTS	FITTINGS; IND BELTS, IND BELT	217.38
9369	9/09/2020	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR AUGUST 2020	350.94
9370	9/09/2020	[2224] AQUA BEN CORPORATION	TWO HYDROFLOC 750L 55 GAL DRUM	1,722.60
9371	9/09/2020	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR SEPTEMBER	4,030.33
9372	9/09/2020	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 8/28/20	120.00
9373	9/09/2020	[2304] COLLEGE OF THE REDWOODS	FIRST AID/CPR & PERISHABLE SKILLS TRAINING	193.00
9374	9/09/2020	[2386] EUREKA RUBBER STAMP CO.	ONE 2X10 NAME PLATE; TWO 3/4X3 NAME PLATES	31.34
9375	9/09/2020	[5052] GHD, INC	ENGINEERING SERVICES FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT, ENGINEERING SERVICES FOR DEVELOPMENT OF SANITARY SEWER EVALUATION STUDY	10,766.79
9376	9/09/2020	[4922] GRUNDMAN'S SPORTING GOODS INC.	AMMUNITION	144.61
9377	9/09/2020	[2750] USA BLUEBOOK	DPD DISPENSER 10 mL sample 100 TESTS; DPD 10 mL SAMPLE 1000/PK	248.47
9378	9/09/2020	[2447] HILFIKER PIPE CO.	FOUR EA PRO-STICK 1 1/4" X 14'6"	79.20
9379	9/09/2020	[2501] KEENAN SUPPLY	THREE EA SXS PVC 80 22-1/2 ELBOWS	337.31

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Ref#	Date	Vendor	Description	Amount
9380	9/09/2020	[6653] CRYSTAL L LANDRY	REIMBURSEMENT FOR SYLVANIA BULB	19.52
9381	9/09/2020	[2546] MERCER-FRASER CO. INC	2019 SAFE ROUTES TO SCHOOL STREET ASPHALT REPAIR PROJECT PROGRESS PMT REQUEST #3	65,862.50
9382	9/09/2020	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDER UTILITY WORKERS SHIRTS; CLEAN MOP HEAD	48.10
9383	9/09/2020	[2570] NILSEN COMPANY	315 40# BAGS SOLAR SALT SOFTENER	1,866.77
9384	9/09/2020	[7009] NIN LE dba LE'S LANDSCAPING SERVICES	YARD CLEAN UP AT 265 OGLE AVE	1,500.00
9385	9/09/2020	[6621] PAPE MACHINERY	SERVICE FORKLIFT	178.65
9386	9/09/2020	[3343] PITNEY BOWES RESERVE ACCOUNT	POSTAGE PURCHASE FOR RESERVE	400.00
9387	9/09/2020	[2619] PITNEY BOWES, INC.	QUARTERLY LEASING PAYMENT 6/30/20 - 9/29/20	98.11
9388	9/09/2020	[4338] QUILL CORPORATION	ONE BOX 6X9 CLASP ENVELOPES; TWO PACKS POST-IT NOTES; LETTER OPENERS	58.79
9389	9/09/2020	[5545] RIVERWALK VETERINARY HOSPITAL	FELINE EXAM; NEUTER; RABIES SHOT	153.58
9390	9/09/2020	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR SEPTEMBER	114.80
9391	9/09/2020	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR AUGUST 2020, LEGAL SERVICES FOR AUGUST 2020, LEGAL SERVICES FOR AUGUST 2020, LEGAL SERVICES FOR AUGUST 2020	2,552.35
9392	9/09/2020	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 8/28/20	6,303.81
9393	9/09/2020	[2787] WYCKOFF'S	PVC GLUE; 1/4 HP SUMP PUMP, BRASS NIPPLE & COUPLINGS; STEEL INSERT ADAPTERS, THREE EA 3/4 PVC SCH 80 90"; TWO EA PVC BUSHING REDUCERS; 10' 3/4" PVC SCHEDULE 80 PIPE..	157.11
9394	9/16/2020	[2237] BANK OF AMERICA BUSINESS CARD	CHEVRON - FUEL, APOSTLES FIREARMS ACADEMY CANCELLATION, ADOBE PRO DC MONTHLY SUBSCRIPTION, GOOGLE LLC - VIDEO CAMPAIGN, PAPE MACHINERY - MOWER BLADE, EB CHASING CELL PHONE TRAINING, K-LOG INC - FABRIC PRIVACY PANEL, K-LOG INC: TWO SIT TO-STAND L-DESKS, LOCC - ANNUAL CONFERENCE & EXPO, INDEED - EMPLOYMENT ADVERTISEMENT FOR UTILITY WORKER 11/11, INDEED - EMPLOYMENT ADVERTISEMENT FOR CSO, SCOTTS.COM - SIX BAGS TURF BUILDER SUMMER LAWN FOOD, USPS.COM - EVERY DOOR DIRECT POSTCARD MAILING, SCRAPPER'S EDGE - BIKE TRAIL POSTCARDS, ZOOM - COMMUNICATION VIA COMPUTER/PHONE	6,417.63
9395	9/16/2020	[2386] EUREKA RUBBER STAMP CO.	ONE 2X10 NAME PLATE W/BASE; ONE 3/4X3 NAME PLATE	52.46
9396	9/16/2020	[2405] FORTUNA ACE HARDWARE	CABLE TIES; LEVEL TORPEDO 9" 3 VIAL	29.91
9397	9/16/2020	[5052] GHD, INC	GRANT WRITING SERVICES FOR ATP EEL RIVER RIPARIAN TRAIL, ENGINEERING SERVICES FOR DEVELOPMENT REVIEWS: ROADS & TRAILS; COUNCIL & STAFF MEETINGS; TAC MEETINGS & TRANS PLANNING	6,646.00
9398	9/16/2020	[6486] GREEN TO GOLD ENTERPRISES LLC	PVC SWIVEL, TWO EA GILMOUR FLEXOGEN 3/4" X 50' HOSES, NON KINK HOSE BIBBS, PIPE NIPPLES & PVC THREADED COUPLERS, MISC HARDWARE	162.10
9399	9/16/2020	[2465] HUMBOLDT TRANSIT AUTHORITY	TDA MEMBER ASSESSMENT RTS-FY 2020-2021	46,221.75
9400	9/16/2020	[6930] KOFF & ASSOCIATES	FINALIZE COMPENSATION STUDY	4,800.00
9401	9/16/2020	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDER UTILITY WORKERS SHIRTS; CLEAN MOP HEAD	48.10
9402	9/16/2020	[5934] NORTH COAST JOURNAL	EMPLOYMENT ADVERTISEMENT FOR CSO THROUGH ONLINE PORTAL, EMPLOYMENT ADVERTISEMENT FOR CSO IN TOP ADS, EMPLOYMENT ADVERTISEMENT FOR CSO	239.00
9403	9/16/2020	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM PRESENCE/ABSENCE; TOTAL COLIFORM BACTERIA 3x5, BOD/NFR	345.00

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Ref#	Date	Vendor	Description	Amount
9404	9/16/2020	[2603] PG&E	UTILITY EXPENSES FOR AUGUST 2020	24,363.35
9405	9/16/2020	[6825] SUDDENLINK	INTERNET SERVICES 9/1/20-9/30/20	900.00
9406	9/16/2020	[2792] ZUMAR INDUSTRIES, INC.	SIX SPEED LIMIT SIGNS	353.24
9407	9/23/2020	[4070] AMERICAN RIVER COLLEGE	FIREARMS/TACTICAL RIFLE TRAINING	182.00
9408	9/23/2020	[6970] BALLEW, JESSE	CUSTOMER DEPOSIT REFUND	206.22
9409	9/23/2020	[6599] BERHANE, YIRGA	CUSTOMER DEPOSIT REFUND	6.83
9410	9/23/2020	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 9/11/20	120.00
9411	9/23/2020	[7030] DAVID M. TIDWELL & ASSOC.	APPRAISAL FOR 265 OGLE AVE	575.00
9412	9/23/2020	[2411] DEARBORN LIFE INSURANCE COMPANY	LIFE INSURANCE FOR OCTOBER 2020	322.50
9413	9/23/2020	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	BLOOD ALCOHOL ANALYSIS FOR AUGUST 2020	70.00
9414	9/23/2020	[2717] EUREKA TIMES-STANDARD	52 WEEK SUBSCRIPTION	411.51
9415	9/23/2020	[2394] FEDEX	SHIPPING FOR PROBE CONTROLLER	178.10
9416	9/23/2020	[6486] GREEN TO GOLD ENTERPRISES LLC	PVC 3/4" THREADED CAP, CAN-LITE 6"x24" (20LB) - FERN STREET LIFT STATION ODOR CONTROL	223.87
9417	9/23/2020	[2471] HUMBOLDT WASTE MANAGEMENT AUTH.	CCPP FUNDS FY 2017/2018	5,000.00
9418	9/23/2020	[3006] MISSION LINEN SUPPLY, INC	MAINTENANCE & LAUNDRY UTILITY WORKERS SHIRTS; ANTIBACTERIAL FOAM HAND SOAP; CLEAN MOP HEAD	82.90
9419	9/23/2020	[5934] NORTH COAST JOURNAL	EMPLOYMENT ADVERTISEMENT FOR CSO THROUGH ONLINE PORTAL, EMPLOYMENT ADVERTISEMENT FOR CSO IN TOP ADS, EMPLOYMENT ADVERTISEMENT FOR CSO, EMPLOYMENT ADVERTISEMENT FOR CSO THROUGH ONLINE PORTAL, EMPLOYMENT ADVERTISEMENT FOR CSO IN TOP ADS, EMPLOYMENT ADVERTISEMENT FOR CSO	478.00
9420	9/23/2020	[3287] NORTH COAST UNIFIED AQMD	ANNUAL RENEWAL FEE; AIR TOXICS FEE; AIR MONITORING FEE; GREENHOUSE GAS & SURCHARGE FEE	837.90
9421	9/23/2020	[6806] PINTERMEDIA LLC	CREATE GRAPHIC LOGO FILES	47.50
9422	9/23/2020	[6870] PUBLIC AGENCY COALITION ENTERPRISE	HEALTH INSURANCE FOR OCTOBER 2020	21,232.11
9423	9/23/2020	[2709] STAPLES DEPT. 11-04079109	EIGHT CASES COPY PAPER, CLIPBOARDS; CORRECTION TAPE; MEDIUM BINDER CLIPS	353.38
9424	9/23/2020	[2724] STATE WATER RESOURCES CONTROL BOARD	CLEAN WATER STATE REVOLVING FUND FINANCING AGREEMENT PROJECT #7401-110, CONTRACT #11837	302,933.39
9425	9/23/2020	[2319] SUDDENLINK COMMUNICATIONS	PUBLIC WORKS INTERNET & CITY HALL/PD/ PW PHONE SERVICES 9/10/20 - 10/9/20	530.54
9426	9/23/2020	[2754] US CELLULAR	MONTHLY SERVICE FOR SAFETY PHONE 9/8/20 - 10/7/20	60.42
9427	9/23/2020	[2750] USA BLUEBOOK	UVEXTREME GOGGLES, REPLACEMENT SCREEN 40 MESH FOR Y-STRAINER; REPLACEMENT CAP FOR INTELICAL PROBES	190.80
9428	9/23/2020	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 9/11/20	6,328.05
9429	9/23/2020	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR OCTOBER 2020	371.78
9430	9/30/2020	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF SEPTEMBER 2020	362.80
Total Checks/Deposits				561,279.21

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Reff#	Date	Vendor	Description	Amount
3221	9/02/2020	WITHDRAWALS	DEPOSITED ITEM RETURNED	-221.79
1443	9/04/2020	WITHDRAWALS	DEPOSITED ITEM RETURNED	-85,579.61
390-816	9/08/2020	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 08/28/2020.	-2,171.46
5605964	9/08/2020	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS FOR PAYROLL TAXES FOR PPE 08/28/2020.	-12,462.12
9424215	9/15/2020	WITHDRAWALS	BANK ANALYSIS FEE FOR SEPTEMBER 2020	-261.36
272917	9/14/2020	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE FOR AUGUST 2020	-443.42
886-880	9/21/2020	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 9/11/2020	-1,982.92
1089128	9/21/2020	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 09/11/2020	-11,624.04
Total EFT's/Bank Withdrawals				-114,746.72

Reff#	Date	Vendor	Description	Amount
TRX TO PR	9/1/2020	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 8/28/2020	-32,244.92
TRX TO PR	9/15/2020	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 9/11/2020	-30,762.78
TRX TO PR	9/29/2020	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 9/25/2020	-31,267.08
Total Transfer Between Accounts				-94,274.78



Staff Highlights – 2020-10-20

City Council

Mayor Garnes was sworn in October 16th as the President of the League of California Cities Redwood Empire Division

City Manager

Median Island Landscaping should be completed by the end of the month. Working with J&G Landscaping and also working with local group for long-term maintenance.

Discussion with City Engineer on Future Grant opportunities.

Work on Local Road Safety Plan process.

Discussion with the County on Police Vehicle upfitting

Hiring new CSO position

City Clerk

Processed seven (7) Building Permits

294 Belleview Ave. – Gas Furnace
250 Northwestern Ave. – Office Trailer
605 Rigby Ave. -Re-Roof Residence
100 Butcher St. – Partial Siding
960 Bluff Place – New Manufactured Home
280 Belleview Ave. – New Manufactured Home
325 Berkeley St. – Residential Remodel

Processed one (1) Business License Application

Sandy Petersen – Photography Studio – 220 Wildwood Ave.

Misc.

Submitted CHF-CIRB Monthly Building Permit Report – September
Submitted 2 Address Verification Letters– 236 C. Second Ave. and 960 Curtis Ln
Submitted Quarterly Seismic Activity Report
Submitted Quarterly AB-1473 Building Standards Fee Report
Submitted Quarterly SB-1186 Disability Access Fee Report



Submitted Bureau of Labor Statistics Employment Data Report for October
Attended Humboldt County Solid Waste Task Force Zoom meeting on 10/12/20
Updated City Council Handbook for incoming Councilmember

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

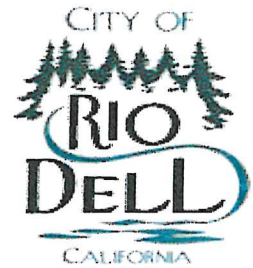
Police Department

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*



October 20, 2020

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorization for the City Manager to Execute Memorandum of Understanding Between the City of Rio Dell and County of Humboldt Regarding the Monument Road Storm Damage Repair.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive a presentation and authorize the City Manager to execute an MOU between the City of Rio Dell and County of Humboldt.

BACKGROUND AND DISCUSSION

During the winter storm events of February 2017, a slip out developed on Monument Road along the boundary of the City of Rio Dell and unincorporated County. The storm events have been declared federal and state disasters. The damage is estimated to span 260 feet in total, of which approximately half is within the City. On April 6, 2017 City and County staff met with representatives of FEMA at Rio Dell City Hall to conduct a kickoff meeting. It was advised that one agency take the lead on this issue. The City and County agreed the project would best be handled by the County.

The City Manager met with County staff on February 26th 2020 to discuss the slip-out on Monument Road that resulted from the February 2017 winter storms, which were declared both a state and federal disaster. Under this scenario the County and city would be responsible for a 6.25% share of the total repair costs.

The repair is currently scheduled to be constructed over the summer of 2021.

///

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF RIO DELL
FOR FISCAL YEARS 2020-2021 THROUGH 2023-2024**

This Memorandum of Understanding (“MOU”), entered into this ____ day of _____, 2020, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the City of Rio Dell, a municipal corporation, hereinafter referred to as “CITY,” is made upon the following considerations:

WHEREAS, on February 14, 2017, the Federal Emergency Management Agency (“FEMA”) declared a disaster for Humboldt County due to severe winter storms, flooding and mudslides; and

WHEREAS, during the 2017 winter storms significant damage occurred to Monument Road at the COUNTY/CITY jurisdictional line; and

WHEREAS, COUNTY and CITY submitted FEMA DR-4308 damage claims for the necessary storm damage repairs to Monument Road; and

WHEREAS, FEMA determined that only one (1) Project Worksheet would be written for the necessary storm damage repairs to Monument Road; and

WHEREAS, after conducting a meeting with COUNTY and CITY, FEMA determined that COUNTY would be responsible for preparing the Project Worksheet, designing the necessary storm damage repairs, applying for all necessary permits, advertising for bids and acting as project manager for construction of the Monument Road Storm Damage Repair Project; and

WHEREAS, on May 21, 2018, COUNTY received approval from FEMA to proceed with the Monument Road Storm Damage Repair Project; and

WHEREAS, FEMA has agreed to reimburse COUNTY for seventy-five percent (75%) of all eligible costs associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, the California Governor’s Office of Emergency Services has agreed to reimburse COUNTY for eighteen and three-quarters percent (18.75%) of all eligible costs associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, COUNTY is responsible for paying six and one-quarter percent (6.25%) of all eligible costs (“Remaining Costs”) associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, the damages to Monument Road appear to be split equally between COUNTY’s and CITY’s jurisdiction; and

WHEREAS, CITY has agreed to reimburse fifty percent (50%) of the Remaining Costs associated with the Monument Road Storm Damage Repair Project; and

WHEREAS, COUNTY and CITY desire to enter into an agreement which sets forth each party’s rights and responsibilities regarding payment of the Remaining Costs associated with the Monument Road Storm Damage Repair Project.

NOW THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties hereto agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF COUNTY:

COUNTY shall directly pay any and all Remaining Costs associated with the Monument Road Storm Damage Repair Project. Once the Monument Road Storm Damage Repair Project has been accepted and deemed complete, COUNTY shall submit to CITY an itemized invoice for CITY's portion of the Remaining Costs associated with the Monument Road Storm Damage Repair Project.

2. RIGHTS AND RESPONSIBILITIES OF CITY:

CITY shall provide COUNTY with an amount equal to fifty percent (50%) of the Remaining Costs associated with the Monument Road Storm Damage Repair Project. Payment of CITY's portion of the Remaining Costs associated with the Monument Road Project shall be made within sixty (60) days after the receipt of an approved invoice from COUNTY.

3. TERM:

This MOU shall begin upon execution by both parties and shall remain in full force and effect until June 30, 2024, unless sooner terminated as provided herein.

4. TERMINATION:

Either party may, in its sole discretion, terminate this MOU, if the other party fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder, and such default continues unremedied for a period of thirty (30) days following the receipt of written notice thereof.

5. NOTICES:

Any and all notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Department of Public Works – Engineering Division
Attention: Tony Seghetti, Deputy Director
1106 Second Street, Room 112
Eureka, California 95501

CITY: City of Rio Dell
Attention: Kyle Knopp, City Manager
625 Wildwood Avenue
Rio Dell, California 95562

6. REPORTING REQUIREMENTS:

Each party hereto agrees to prepare and submit any and all reports that may be required by any local, state and/or federal agencies for compliance with this MOU. Any and all reports required hereunder shall be prepared in a format that complies with the Americans with Disabilities Act, and any other applicable local, state and federal accessibility laws, regulations and standards. Any and all reports

required hereunder shall be submitted in accordance with any and all applicable timeframes using the format required by the State of California as appropriate.

7. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. Each party hereby agrees to timely prepare accurate and complete records, documents and other evidence relating to its performance hereunder, and to maintain and preserve said records for at least three (3) years after the expiration or termination of this MOU, or as otherwise required by any and all applicable local, state and federal laws, regulations and standards, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of any and all issues arising therefrom.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents and other evidence relating to each party's performance hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the expiration or termination of this MOU. Each party hereby agrees to make all such records, documents and other evidence available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records, documents or other evidence by any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this MOU, including, without limitation, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions related to the performance of this MOU, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of such audit.

8. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. Each party hereby agrees to protect all confidential information obtained pursuant to the terms and conditions of this MOU in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of any and all applicable local, state and federal confidentiality laws, regulations or standards.

9. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this MOU, neither party shall unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of: race; religion or religious creed; color; age (over forty (40) years of age); sex, including, without limitation, gender identity and expression, pregnancy, childbirth and related medical conditions; sexual orientation, including, without limitation, heterosexuality, homosexuality and bisexuality; national origin; ancestry; marital status; medical condition, including, without limitation, cancer and genetic characteristics;

mental or physical disability, including, without limitation, HIV status and AIDS; political affiliation; military service; denial of family care leave; or any other classifications protected by any applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. Nothing herein shall be construed to require employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. Each party further assures that it will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, *et seq.*; California Government Code Sections 4450, *et seq.*; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended by United States Executive Order 11375 and Part 60 of Title 41 of the Code of Federal Regulations (“C.F.R.”); and any other applicable local, state or federal laws, regulations or standards, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Sections 8101, *et seq.* of Title 2 of the California Code of Regulations, are incorporated herein by reference as if set forth in full.

10. NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

By executing this MOU, CITY certifies that it is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if CITY subsequently becomes a Nuclear Weapons Contractor.

11. INDEMNIFICATION:

- A. Mutual Indemnity. Each party shall hold harmless, defend and indemnify the other party and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney’s fees and other costs of litigation, arising out of, or in connection with, the negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of the other party or its agents, officers, officials, employees or volunteers.
- B. Comparative Liability. Notwithstanding anything to the contrary, in the event that both parties are held to be negligently or willfully responsible, each party will bear their proportionate share of liability as determined in any such proceeding. In such cases, each party will bear their own costs and attorney’s fees.
- C. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve either party from liability under this provision. This provision shall apply to all claims for damages related to either party’s performance hereunder, regardless of whether any insurance is applicable or not.

12. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting either party’s indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all

appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CITY: City of Rio Dell
Attention: Kyle Knopp, City Manager
625 Wildwood Avenue
Rio Dell, California 95562

13. RELATIONSHIP OF PARTIES:

It is understood that this MOU is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Each party shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.

14. COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS:

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards, including, without limitation, any and all local, state and federal licensure, certification and accreditation requirements, applicable to its performance hereunder.
- B. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.
- C. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, COUNTY's Conflict of Interest Code, all as may be amended from time to time.

15. PROVISIONS REQUIRED BY LAW:

This MOU is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this MOU. This MOU shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

16. REFERENCE TO LAWS, REGULATIONS AND STANDARDS:

In the event any law, regulation or standard referred to herein is amended during the term of this MOU, the parties agree to comply with the amended provision as of the effective date thereof.

17. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

18. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

20. WAIVER OF DEFAULT:

The waiver by either party of any breach of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

21. NON-LIABILITY OF OFFICIALS AND EMPLOYEES:

No official or employee of either party shall be personally liable for any default or liability under this MOU.

22. AMENDMENT:

This MOU may be amended at any time during the term of this MOU upon the mutual consent of both parties. No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

23. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

24. ADVERTISING AND MEDIA RELEASE:

Each party shall obtain the written approval of the other party before any informational material related to this MOU may be used as advertising or released to the media, including, without limitation, television, radio, newspapers and internet. Each party shall inform the other party of any and all

requests for interviews by media related to this MOU before such interviews take place; and the other party shall be entitled to have a representative present at such interviews. Any and all notices required by this provision shall be given to the Humboldt County Administrative Officer in accordance with the notice requirements set forth herein.

25. SURVIVAL OF PROVISIONS:

The duties and obligations of the parties set forth in Section 7 – Record Retention and Inspection, Section 8 – Confidential Information and Section 11 – Indemnification shall survive the expiration or termination of this MOU.

26. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this MOU, the terms and conditions set forth herein shall have priority.

27. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

28. INDEPENDENT CONSTRUCTION:

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this MOU.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this MOU are hereby ratified.

31. COUNTERPART EXECUTION:

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A

signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

32. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

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

CITY OF RIO DELL:

By: _____
Kyle Knopp, City Manager
(Pursuant to the authority delegated by the
Rio Dell City Council on [REDACTED] [REDACTED],
2020 [Item No. [REDACTED]-[REDACTED]])

Date: _____

COUNTY OF HUMBOLDT:

By: _____
Thomas K. Mattson, Public Works Director
(Pursuant to the authority delegated by the
Humboldt County Board of Supervisors on
[REDACTED] [REDACTED], 2020 [Item No. [REDACTED]-[REDACTED]])

Date: _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____
Risk Management

Date: _____

Project Cost Description	Percentage		Cost	
			Current	20% under Engr Est
Plans & Specifications to Date			\$ 226,806.72	226,806.72
100% Plans & Specifications (increase)	50.00%		\$ 113,403.36	113,403.36
Engineer's Estimate (construction)			\$ 2,032,143.00	1,500,000.00
Contingency	10.00%		\$ 203,214.30	150,000.00
Construction Management	15.00%		\$ 508,035.75	375,000.00
Total Project Cost			\$ 3,083,603.13	2,365,210.08
FEMA Reimbursement	75.00%		\$ 2,312,702.35	1,773,907.56
CalOES Reimbursement	18.75%		\$ 578,175.59	443,476.89
Total Reimbursement			\$ 2,890,877.93	2,217,384.45
Remainder - Cost Share			\$ 192,725.20	147,825.63
Humboldt County	50.00%		\$ 96,362.60	73,912.81
City of Rio Dell	50.00%		\$ 96,362.60	73,912.81

Opinion of Probable Construction Cost



Client: County of Humboldt
 Project Title: Monument Road PM 0.00
 Federal Project No. 4308-DR-CA PW#1276
 County Contract No. 217356

Date: 7/2/2020
65%
11200624

Item No.	Item Code	Description	Unit	Quantity	Unit Cost	Total
1	120090	Construction Area Signs	LS	1	\$5,000.00	\$5,000.00
2	120100	Traffic Control System	LS	1	\$20,000.00	\$20,000.00
3	120202	Portable Signal System	LS	1	\$10,000.00	\$10,000.00
4	129000	Temporary Railing (Type K)	EA	20	\$400.00	\$8,000.00
5	130100	Job Site Management	LS	1	\$5,000.00	\$5,000.00
6	130200	Prepare Water Pollution Control Program	LS	1	\$5,000.00	\$5,000.00
7	130610	Temporary Check Dam	LF	74	\$25.00	\$1,850.00
8	130620	Temporary Drainage Inlet Protection	EA	4	\$500.00	\$2,000.00
9	130680	Temporary Silt Fence	LF	505	\$10.00	\$5,050.00
10	130900	Temporary Concrete Washout	EA	1	\$3,000.00	\$3,000.00
11	170103	Clearing and Grubbing (LS)	LS	1	\$20,000.00	\$20,000.00
12	190101	Roadway Excavation	CY	900	\$25.00	\$22,500.00
13	192049	F Structure Excavation (Soldier Pile Wall)	CY	861	\$150.00	\$129,150.00
14	193029	F Structure Backfill (Soldier Pile Wall)	CY	508	\$270.00	\$137,160.00
15	193116	F Concrete Backfill (Soldier Pile Wall)	CY	139	\$400.00	\$55,600.00
16	193119	F Lean Concrete Backfill	CY	126	\$410.00	\$51,660.00
17	198050	Embankment	CY	25	\$45.00	\$1,125.00
18	210212	Dry Seed (SQFT)	SQFT	8300	\$0.50	\$4,150.00
19	210280	Rolled Erosion Control Product (Blanket)	SQFT	8300	\$1.00	\$8,300.00
20	210350	Fiber Rolls	LF	1500	\$10.00	\$15,000.00
21	260203	Class 2 Aggregate Base (CY)	CY	250	\$100.00	\$25,000.00
22	390132	Hot Mix Asphalt (Type A)	TON	150	\$200.00	\$30,000.00
23	394073	Place Hot Mix Asphalt Dike (Type A)	LF	70	\$15.00	\$1,050.00
24	460210	Ground Anchor (Subhorizontal)	EA	32	\$5,500.00	\$176,000.00
25	490325A	Steel Soldier Piling (W18x106)	LF	1450	\$195.00	\$282,750.00
26	490403	30" Drilled Hole	LF	1556	\$180.00	\$280,080.00
27	510060A	F Structural Concrete, Retaining Wall (Waler)	CY	50	\$1,300.00	\$65,000.00
28	510072	F Structural Concrete, Barrier Slab	CY	126	\$1,200.00	\$151,200.00
29	510094A	Structural Concrete, Drainage Inlet (Type G0)	EA	2	\$5,000.00	\$10,000.00
30	520101A	F Bar Reinforcing Steel (Barrier Slab)	LB	16222	\$2.00	\$32,444.00
31	520103A	F Bar Reinforcing (Retaining Wall - Waler)	LB	21627	\$2.00	\$43,254.00
32	575004	F Timber Lagging	MFBM	24.12	\$5,500.00	\$132,660.00
33	641107A	18" Plastic Pipe (Heat-Fused HDPE)	LF	260	\$150.00	\$39,000.00
34	680902	6" Perforated Plastic Pipe Underdrain	LF	500	\$60.00	\$30,000.00
35	680903	6" Non-Perforated Plastic Pipe Underdrain	LF	65	\$50.00	\$3,250.00
36	692381	Concrete Anchor and Cable Assembly	EA	1	\$8,000.00	\$8,000.00
37	700638	36" Corrugated Steel Pipe Inlet (.079" Thick)	LF	9	\$500.00	\$4,500.00
38	710132	Remove Culvert (LF)	LF	210	\$25.00	\$5,250.00
39	723080	Rock Slope Protection (60 lb, Class II, Method B) (CY)	CY	6	\$200.00	\$1,200.00
40	729011	Rock Slope Protection Fabric (Class 8)	SQYD	20	\$25.00	\$500.00
41	730040A	Minor Concrete (Valley Gutter) (LF)	LF	84	\$60.00	\$5,040.00
42	839543	Transition Railing (Type WB-31)	EA	2	\$5,000.00	\$10,000.00
43	839584	Alternative In-Line Terminal System	EA	2	\$5,000.00	\$10,000.00
44	839746	F Concrete Barrier (Type 842)	LF	245	\$300.00	\$73,500.00
45	840505	6" Thermoplastic Traffic Stripe	LF	584	\$5.00	\$2,920.00
46	999990	Mobilization	LS	1	\$100,000.00	\$100,000.00
Construction Capital Total						\$2,032,143.00

Note:

THIS OPINION OF PROBABLE COST HAS BEEN PREPARED USING STANDARD ENGINEERING ESTIMATE PROCEDURES. GHD HAS NO CONTROL OVER ACTUAL CONTRACTOR COSTS, BIDDING, OR MARKET CONDITIONS.

65% DESIGN SUBMITTAL - 7/1/2020



GHD INC.
1710 40133X ST
FORTUNA, CA 94504
TEL: 707.433.8111 FAX: 707.433.8113 WWW.GHD.COM

THIS IS ONE INCH ON ORIGINAL DRAWING
DATE: 07/01/2020
SCALE: AS SHOWN
DRAWING FILE NAME: 11700031_01_000-0000.dwg
PROJECT NO.: 4308-CA-DR PW#1276
PROJECT NAME: STORM DAMAGE REPAIR MONUMENT ROAD PM 0.00

DESIGN SECTION: DRAINAGE
DESIGNED BY: JAW
CHECKED BY: JAW
SCALE: AS SHOWN
APPROVED BY: JAW

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
STORM DAMAGE REPAIR MONUMENT ROAD PM 0.00

TITLE SHEET

SHEET 1 OF 23

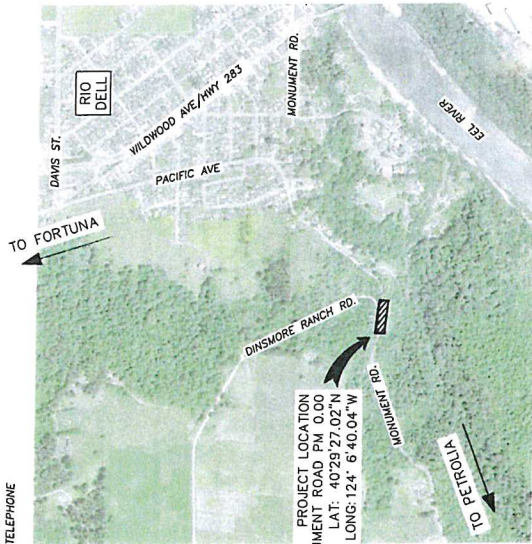
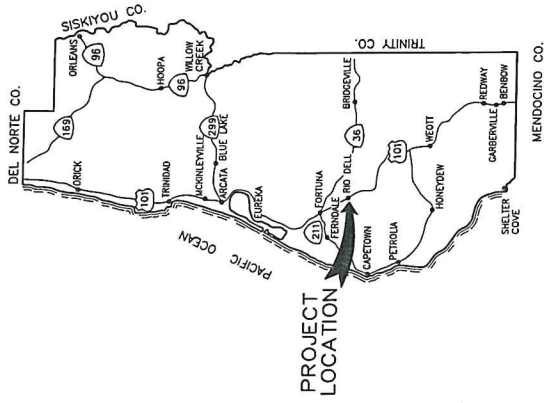
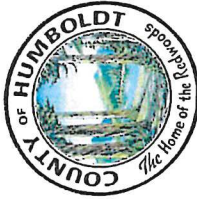
COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS PROJECT PLANS FOR CONSTRUCTION OF STORM DAMAGE REPAIRS MONUMENT ROAD (3F020) AT P.M. 0.00 PROJECT NO. 4308-CA-DR PW#1276 CONTRACT NO. 217356

- NOTES**
1. THE CONTRACTOR SHALL HAVE A CLASS "A" LICENSE FOR THIS PROJECT.
 2. STANDARD PLAN LIST APPLICABLE TO THIS CONTRACT INCLUDED IN THE SPECIAL PROVISIONS.
 3. GEOTECHNICAL REPORT: CRAWFORD AND ASSOCIATES, 2020.

**ABBREVIATIONS
(TO SUPPLEMENT CALTRANS STANDARD PLANS A3A, A3B & A3C)**

APN ASSESSORS PARCEL NUMBER
CL CENTERLINE
CT CALTRANS
(E) EXISTING
EL ELEVATION
K K-VALUE
L LEFT
PVI POINT OF VERTICAL CURVATURE
R RIGHT
S SLOPE
TEL TELEPHONE

TO BE SUPPLEMENTED BY STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION 2018 STANDARD PLANS, 2018 STANDARD SPECIFICATIONS, AND LATEST REVISED STANDARD PLANS AND SPECIFICATIONS.



SHEET LIST TABLE

SHEET	TITLE	DATE
1	TITLE SHEET	
2	TRAFFIC CONTROL PLAN AND QUANTITIES	
3	SURVEY CONTROL PLAN	
4	TYPICAL ROADWAY SECTIONS	
5	LAYOUT - 1 OF 2	
6	LAYOUT - 2 OF 2	
7	PROFILE AND SUPERELEVATION	
8	DRAINAGE AND UTILITIES	
9	EROSION PROFILE	
10	EROSION CONTROL	
11	SIGNING AND STRIPING	
12	CONSTRUCTION DETAILS	
13	ROADWAY GROSS SECTIONS - 1 OF 2	
14	ROADWAY GROSS SECTIONS - 2 OF 2	
15	RETAINING WALL GENERAL PLAN	
16	STRUCTURAL GENERAL NOTES & ABBREVIATIONS	
17	RETAINING WALL LAYOUT NO. 1	
18	RETAINING WALL LAYOUT NO. 2	
19	SOLDIER PILE WALL DETAILS NO. 1	
20	SOLDIER PILE WALL DETAILS NO. 2	
21	SOLDIER PILE WALL DETAILS NO. 3	
22	GROUND ANCHOR DETAILS	
23	BARRIER SLUG DETAILS	

JOSH A. WOLF
PCE 70058
REGISTERED PROFESSIONAL ENGINEER
GHD INC.

APPROVED

TONY S. SECHETTI
PCE 6371
REGISTERED PROFESSIONAL ENGINEER
COUNTY OF HUMBOLDT

65% DESIGN SUBMITTAL - 7/1/2020



CH2D Inc.
711 Third Street
Humboldt, CA 95520
Tel: 760.438.1100
Fax: 760.438.1101
www.ch2d.com

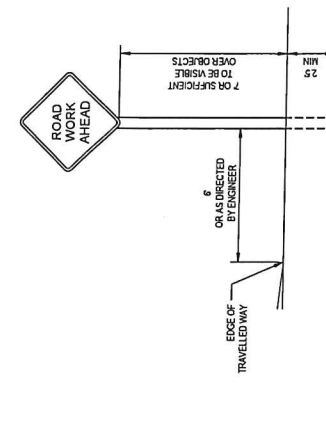
ROAD NAME: MONUMENT ROAD
ROAD NO.: 2720
SCALE: 1" = 40'-0"
PROJECT NO.: 1506-C-0-R 7/1/20
DRAWING FILE NAME: 170004_02_CDD-TRAFFIC CONTROL PLAN.dwg
DATE: 07/01/2020
SHEET: 2 OF 23

DESIGN SECTION
STORM DAMAGE REPAIR MONUMENT ROAD PM 0.00
TRAFFIC CONTROL PLAN AND QUANTITIES

QUANTITIES

STILL BEING DEVELOPED

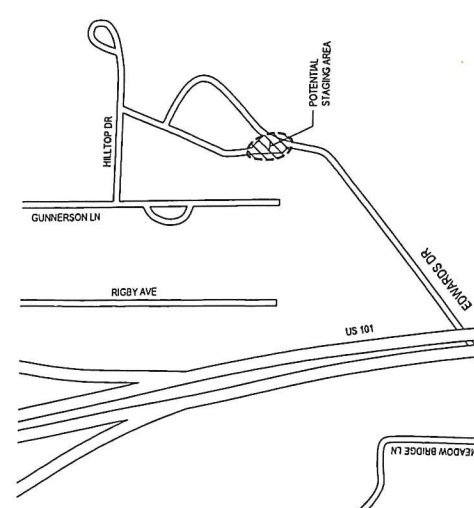
- CONSTRUCTION SIGN NOTES:**
1. EXACT SIGN LOCATIONS AND POSITIONS TO BE APPROVED BY THE ENGINEER.
 2. ALL WARNING SIGNS SHALL HAVE A BLACK LEGEND AND BORDER ON ORANGE BACKGROUND.
 3. ALTERNATIVE POST CONFIGURATION TO BE APPROVED BY ENGINEER.
 4. REFER TO FIGURE R4.2 FOR LANE CLOSURE ON A TWO-LANE ROAD USING TRAFFIC CONTROL SIGNALS (TA-12).
 5. ALL TRAFFIC CONTROL SIGNS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA MUTCD AND CALTRANS 2018 STANDARD PLANS.
 6. MAINTAIN ALL SIGNS THROUGHOUT DURATION OF CONSTRUCTION.
 7. MAINTAIN ONE TRAVEL LANE AT ALL TIMES.
 8. PROVIDE FLAGGERS AS REQUIRED TO ACCOMMODATE CONSTRUCTION.



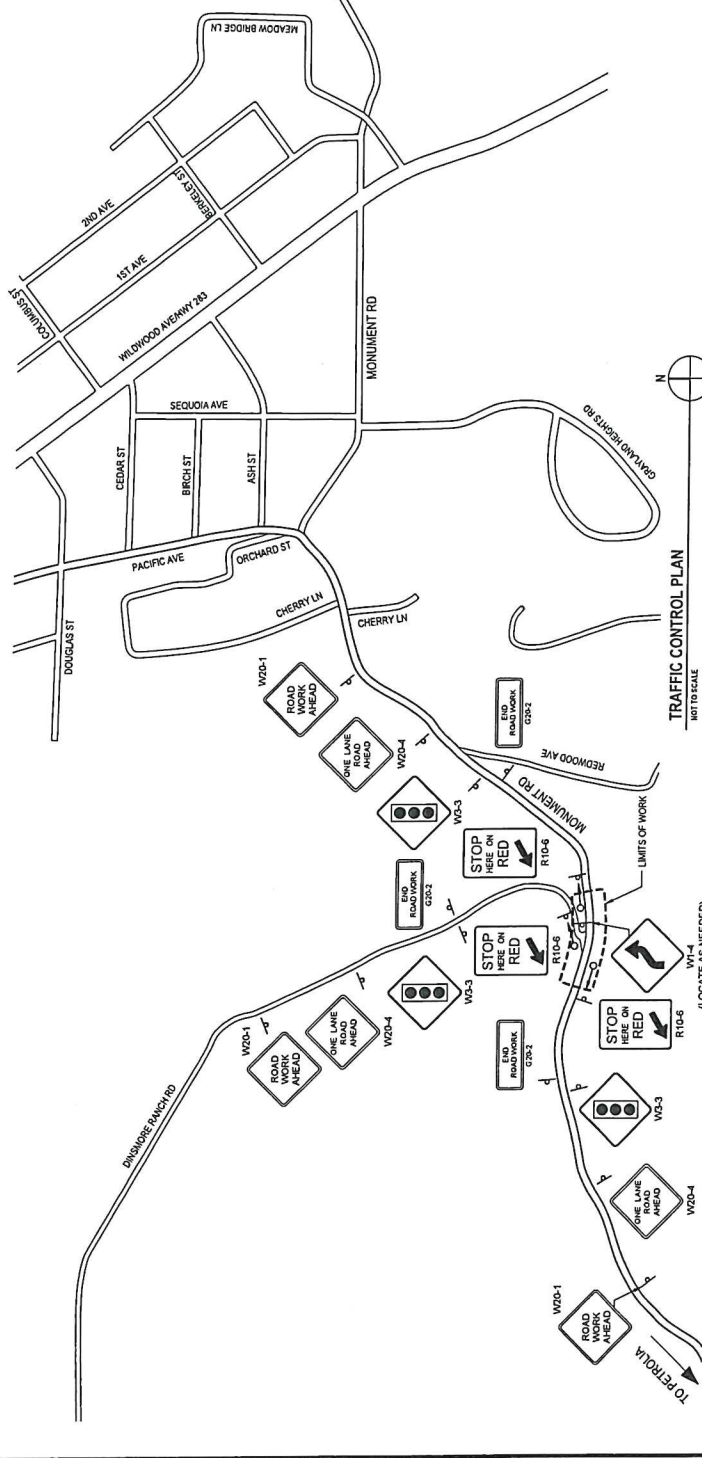
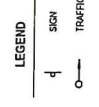
STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

SIGN CODE	PANEL SIZE	SIGN MESSAGE	NUMBER & POST SIZE	NO. OF SIGNS
W1-4	36"x36"	HORIZONTAL ALIGNMENT	(1) 4"x4"	1
R10-6	24"x36"	STOP HERE ON RED	(1) 4"x4"	3
W0-3	36"x36"	SIGNAL WARNING	(1) 4"x4"	3
W0-4	36"x36"	ONE LANE ROAD AHEAD	(1) 4"x4"	3
W0-1	36"x36"	ROAD WORK AHEAD	(1) 4"x4"	3
W0-2	36"x18"	END ROAD WORK	(1) 4"x4"	3

TYPICAL STATIONARY CONSTRUCTION AREA SIGNS



- STOCKPILE NOTES:**
1. STOCKPILE SHALL HAVE FIBERROLL, HAY BALES, SILT FENCE, OR OTHER APPROVED LINEAR BARRIER AROUND STOCKPILE.
 2. STOCKPILE SHALL BE COVERED WITH PLASTIC WHEN NOT IN USE AND BE WEIGHTED DOWN WITH SANDBAGS OR EQUIVALENT (AS PER STANDARD PLAN 153).
 3. IF STOCKPILE AREALS IN A TURNOUT - THE TURNOUT SHALL BE REESTABLISHED TO PRE-CONSTRUCTION CONDITIONS.
 4. IF TEMPORARY CULVERTS ARE INSTALLED IN THE DITCH LINE - DITCH LINE SHALL BE RECONSTRUCTED AT END OF PROJECT.



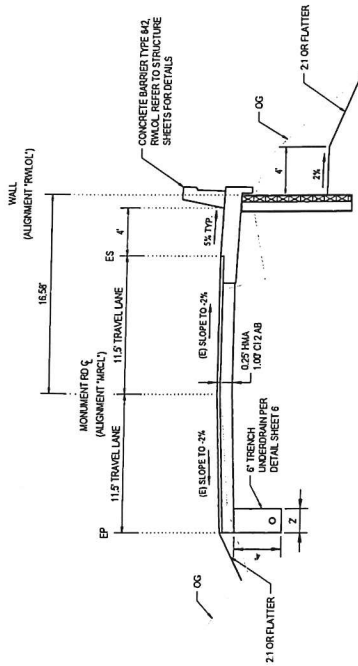
TRAFFIC CONTROL PLAN

65% DESIGN SUBMITTAL - 7/1/2020

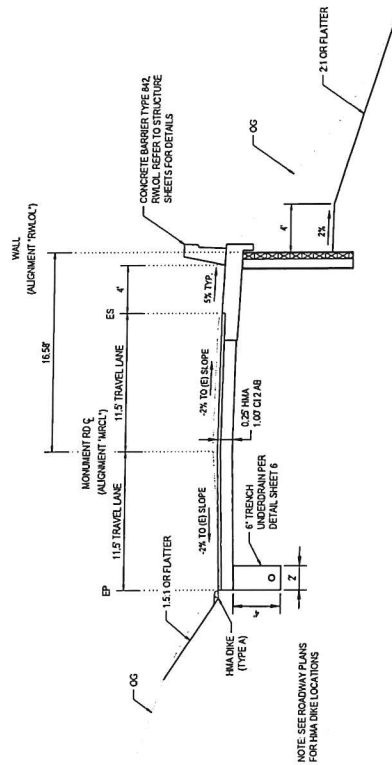
GHD INC.
710 Third Street
Folsom, CA 95630
TEL: 916.433.8100 FAX: 916.433.8101
WWW.GHD.COM



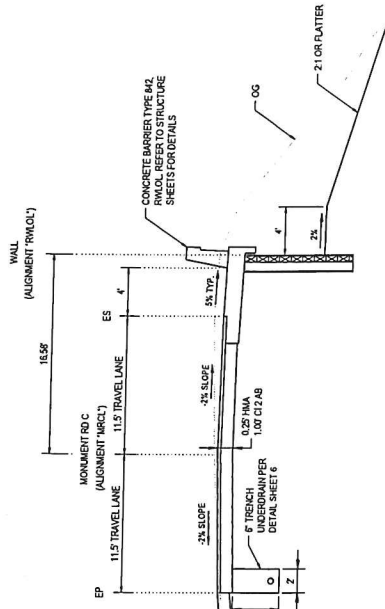
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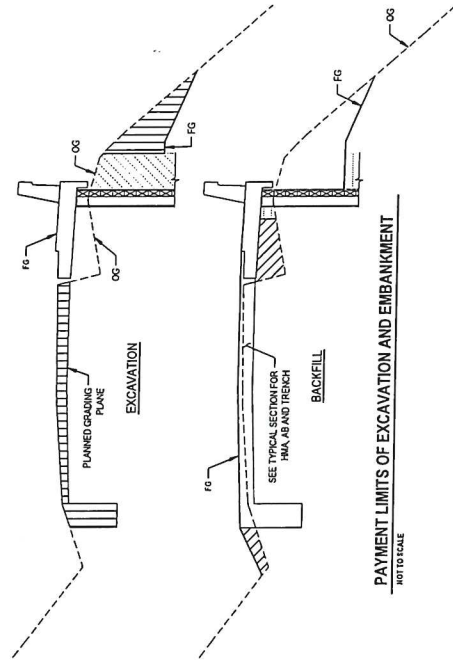
TYPICAL SECTION - MONUMENT ROAD
NOT TO SCALE STA "MRCL" 3+07 - "MRCL" 3+86



TYPICAL SECTION - MONUMENT ROAD
NOT TO SCALE STA "MRCL" 4+74 - "MRCL" 5+49



TYPICAL SECTION - MONUMENT ROAD
NOT TO SCALE STA "MRCL" 3+86 - "MRCL" 4+74

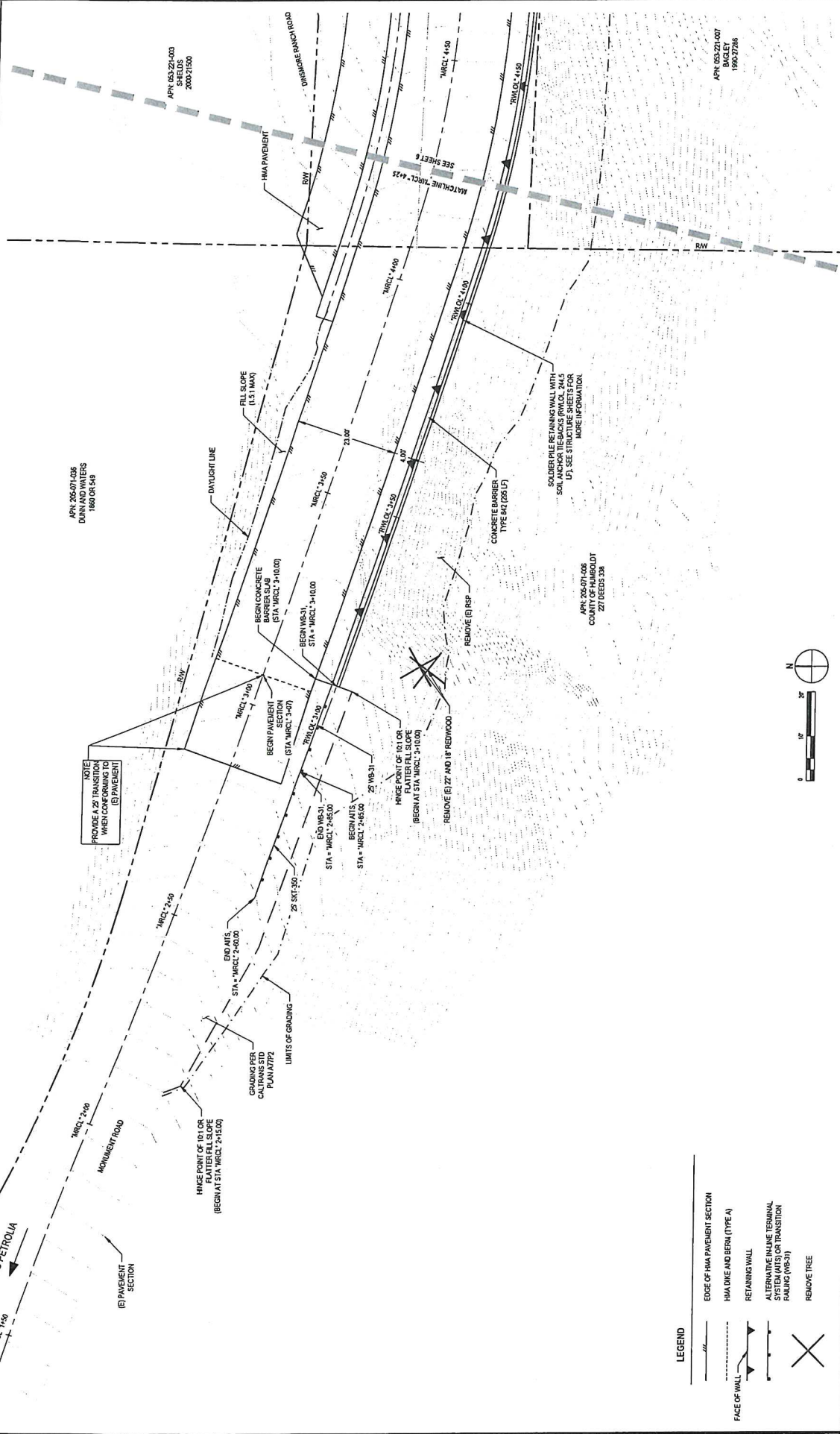


65% DESIGN SUBMITTAL - 7/1/2020

ROAD NAME: HUMBOLDT ROAD ROAD NO.: 3700 PROJECT NO.: 1506-CA-06 P#1711 CONTRACT NO.: 171254 DRAWING FILE NAME: 170004_LAYOUT - 1 OF 2.dwg PLOT DATE: 07/01/2020 SHEET: 5 OF 23		COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS STORM DAMAGE REPAIR MONUMENT ROAD PM 0.00 LAYOUT - 1 OF 2	
DESIGN SECTION SECOND BY: C. BOGOS DRAWN BY: C. BOGOS CHECKED BY: ANGL APPROVED BY: L. BOGOS		H.A.S. OF HUMBOLDT COUNTY HUMBOLDT COUNTY 1000 S. MAIN ST. HUMBOLDT, CA 95923 TEL: (707) 938-1111 FAX: (707) 938-1112 WWW.HAS.CA.GOV	

CH2D Hill Inc.
 1111 Third Street
 Ukiah, CA 95501
 T 707 441 6126 F 707 441 1206 W www.ch2d.com

SEAL OF HUMBOLDT COUNTY
 CALIFORNIA
 1850



LEGEND

	EDGE OF HMA PAVEMENT SECTION
	HMA DIKE AND BERM (TYPE A)
	RETAINING WALL
	ALTERNATIVE IN-LINE TERMINAL SECTION FOR TRANSITION
	REMOVE TREE



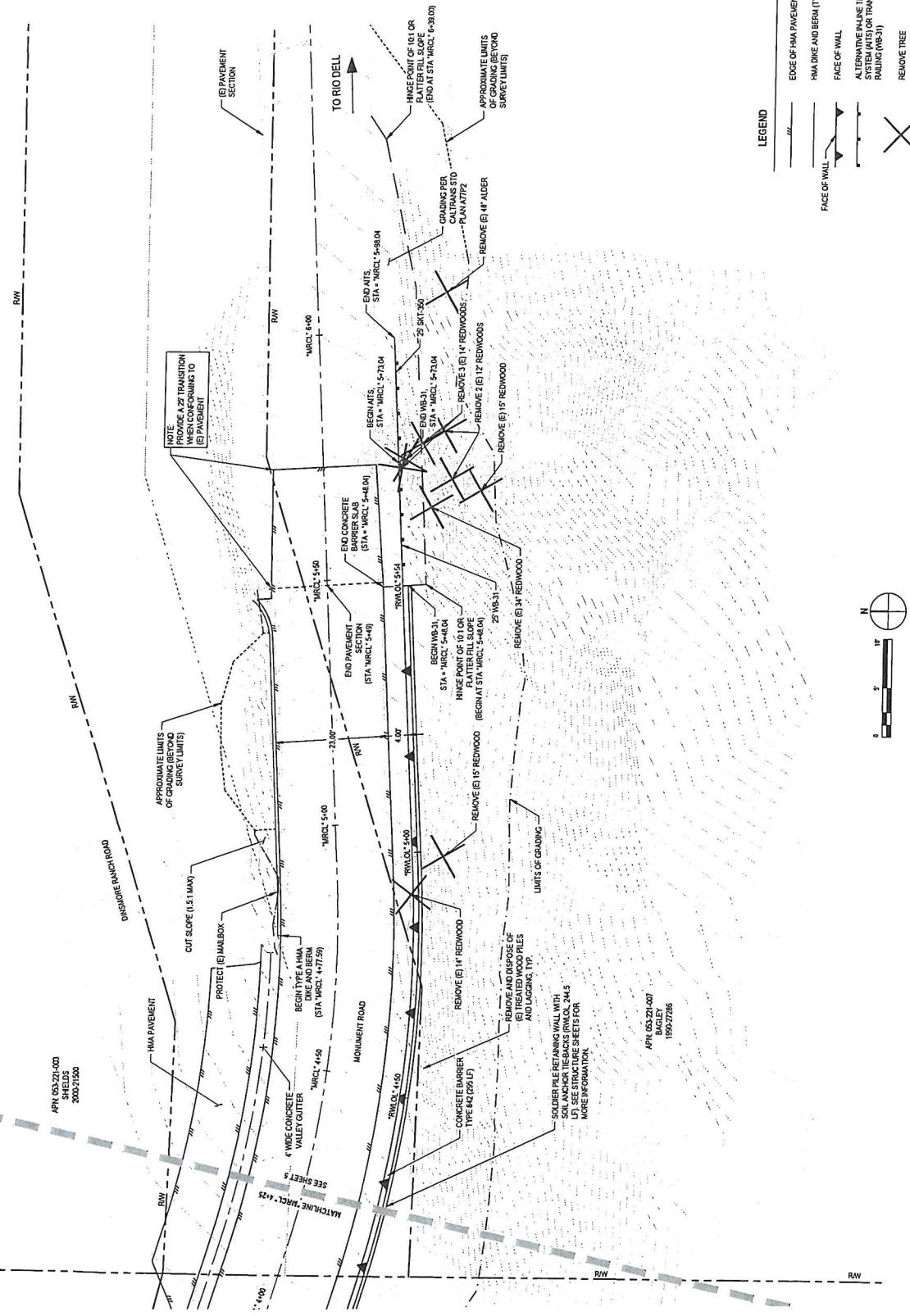
65% DESIGN SUBMITTAL - 7/1/2020

GHD Inc.
710 Third Street
Troy, NY 12182
T: 518 433 8100 F: 518 414 4333 W: www.ghd.com



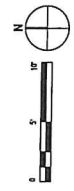
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SCALE ACCORDING TO SHEET DIMENSIONS
DATE: 07/01/2020
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PROJECT NO.: 100001
CONTRACT NO.: 1000-C-100-PRJ0121
JOB NO.: 100001
SHEET NO.: 2 OF 2

DESIGN SECTION: STORM DAMAGE REPAIR MONUMENT ROAD PM 0.00
COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
LAYOUT - 2 OF 2
SHEET 6 OF 23



LEGEND

- EDGE OF HMA PAVEMENT SECTION
- HMA DIKE AND BERRI (TYPE A)
- FACE OF WALL
- ALTERNATIVE IN-LINE TERMINAL SYSTEM (A15) OR TRANSITION RAILING (WB-31)
- REMOVE TREE



APN 053-221-007
BAGLEY
1599-27286

65% DESIGN SUBMITTAL - 7/1/2020

GHD Inc.
7th Floor
1100 F Street, N.W.
Washington, D.C. 20004
Tel: 202.462.3600
Fax: 202.462.3601
www.ghd.com

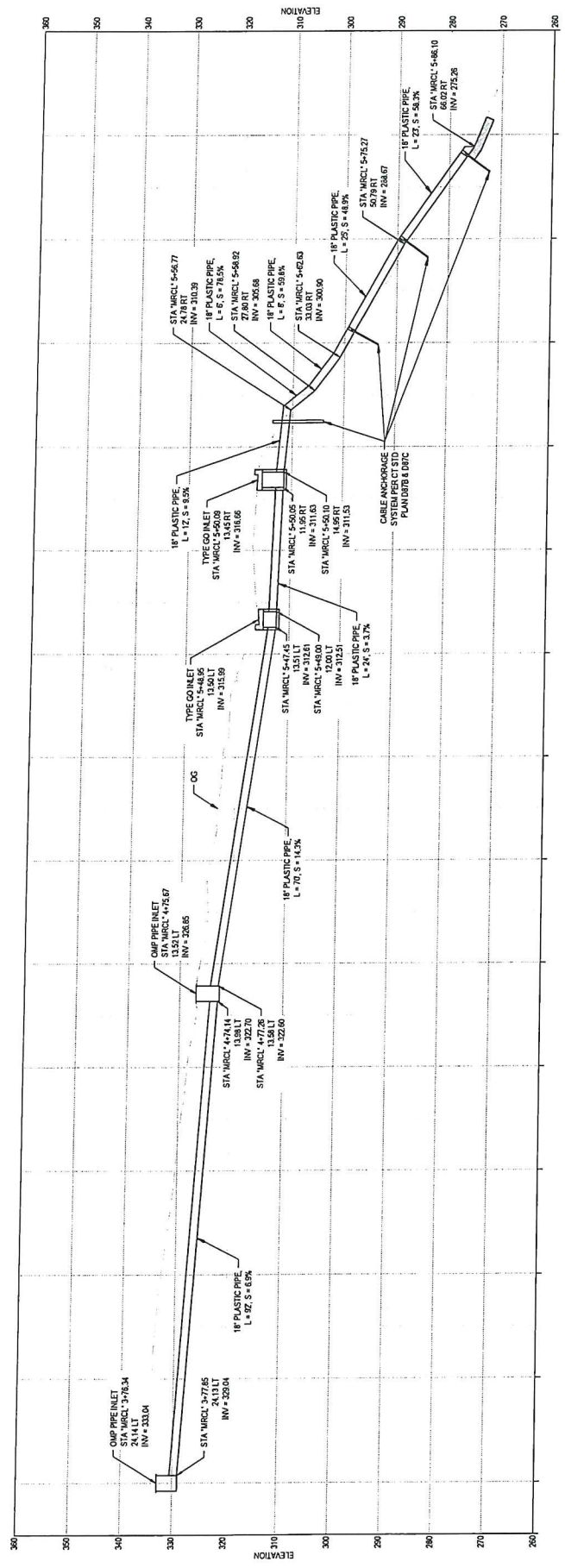


BAR IS ONE INCH ON
ORIGINAL WORKING
DRAWING
DATE: 07/01/2020
SCALE: AS SHOWN

DESIGN SECTION
DRAINAGE
DATE: 07/01/2020
DRAWN BY: J. ...
CHECKED BY: ...
APPROVED BY: ...

SHEET 9 OF 23

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
STORM DAMAGE REPAIR MONUMENT ROAD PM 0.00
DRAINAGE PROFILE



18" STORM DRAIN SYSTEM PROFILE



NOTE: THIS PLAN IS ACCURATE FOR EROSION CONTROL ONLY

65% DESIGN SUBMITTAL - 7/1/2020

APR 05-22-003
SHELUS
2000-2100

APR 206-07-008
COUNTY OF HUMBOLDT
277 DEEDS 338

APR 05-22-007
SHELUS
1000-2100

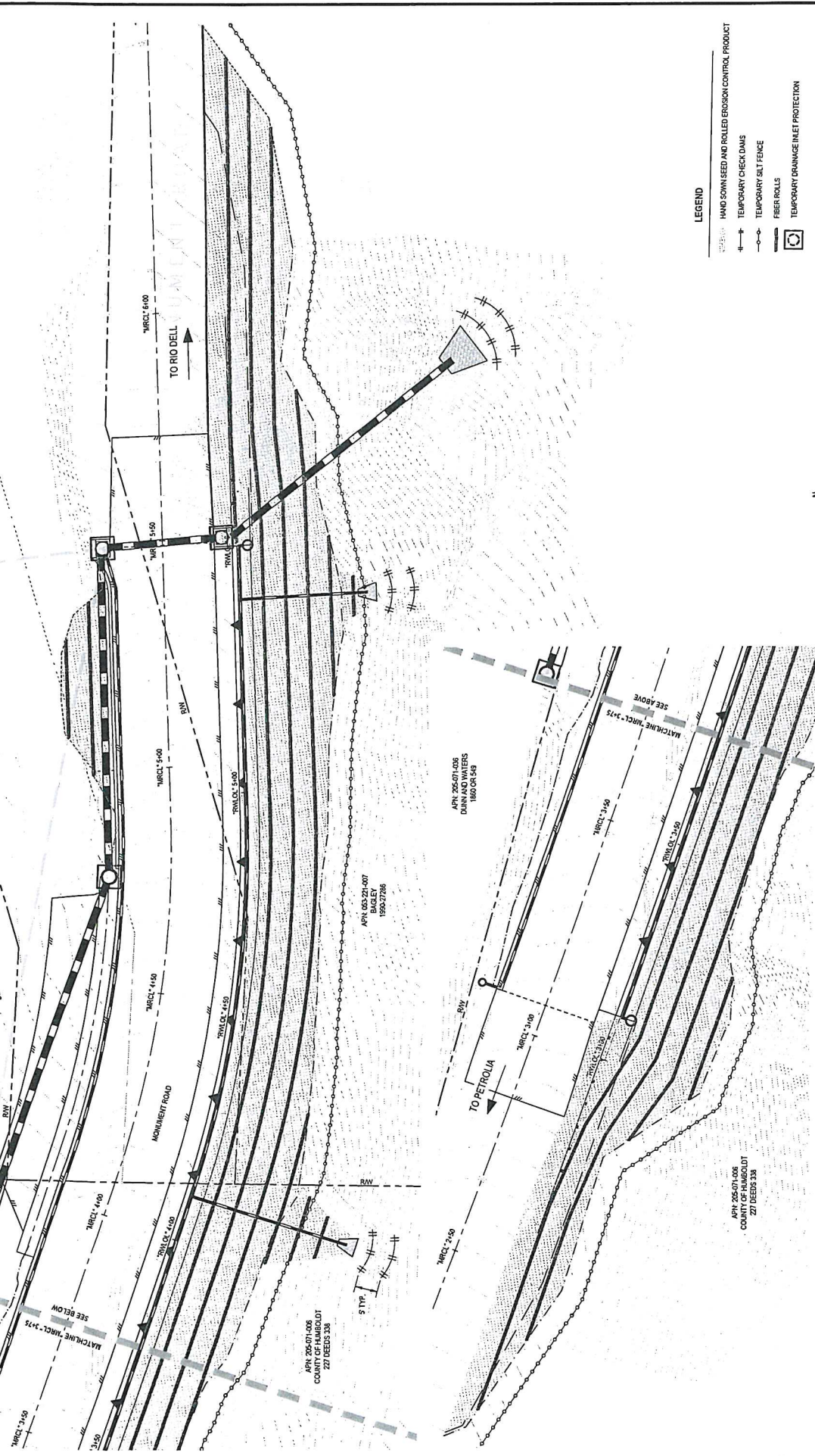
APR 206-07-008
COUNTY OF HUMBOLDT
1860 OR 549

APR 206-07-008
COUNTY OF HUMBOLDT
277 DEEDS 338

APR 05-22-003
SHELUS
2000-2100

APR 05-22-003
SHELUS
2000-2100

APR 05-22-003
SHELUS
2000-2100



- LEGEND**
- HAND SOWN SEED AND ROLLED EROSION CONTROL PRODUCT
 - +--- TEMPORARY CHECK DAMS
 - +--- TEMPORARY SILT FENCE
 - +--- FIRE ROLLS
 - +--- TEMPORARY DRAINAGE INLET PROTECTION



MONUMENT ROAD PM 0.00 PLAN VIEW

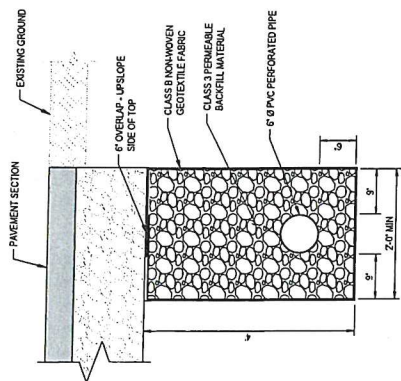
65% DESIGN SUBMITTAL - 7/1/2020

GHD INC.
718 THREE RIVER DRIVE
SUITE 200
TOWSON, MD 21286
TEL: 410.286.1100 FAX: 410.286.1101
WWW.GHD.COM

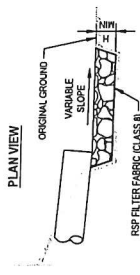
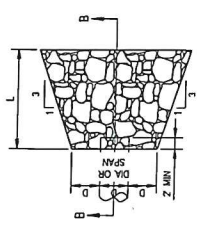


ROAD NAME: HUNTERS HILL ROAD	DATE: 07/01/2020	DESIGN SECTION: ENHANCEMENT	SHEET: 12
ROAD NO.: 28200	DATE: 07/01/2020	DESIGNED BY: EFR/MS	OF: 23
PROJECT NO.: 1508-C4-07-PW21E	SCALE: AS SHOWN	DRAWN BY: J. ANDU	
CONTRACT NO.: 317334	SCALE: AS SHOWN	APPROVED BY: J. ANDU	
DRAWING FILE NAME: 1508C4_07_C02_CONSTRUCTION_DETAILS.dwg	SCALE: AS SHOWN		
DATE: 07/01/2020	SCALE: AS SHOWN		

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
STORM DAMAGE REPAIR MONUMENT ROAD PH 0.00
CONSTRUCTION DETAILS



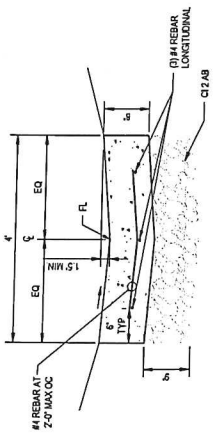
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NOT TO SCALE



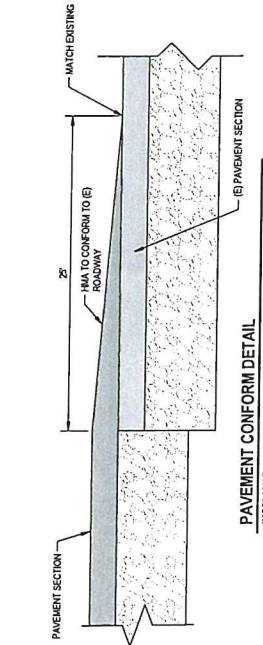
SECTION B-B
RSP FILTER FABRIC CLASS B)

CULVERT SIZE (radius)	RSP CLASS	LENGTH OF APRON (feet)	DEPTH OF APRON (feet)	ESTIMATED QUANTITY OF RSP (CY)
6	2	4	1.5	1
18	2	8	1.5	3.5

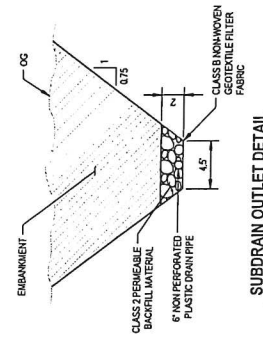
NOTE:
1. EVALUATION FOR PLACEMENT OF RSP WILL NOT BE REQUIRED FOR PAVEMENT.



TYPICAL CONCRETE VALLEY GUTTER DETAIL
NOT TO SCALE



PAVEMENT CONFORM DETAIL
NOT TO SCALE



SUBDRAIN OUTLET DETAIL
NOT TO SCALE

RSP ENERGY DISSIPATOR
NOT TO SCALE

65% DESIGN SUBMITTAL - 7/1/2020



GPD INC.
11701 40133N F 170 44433 W www.gpd.com



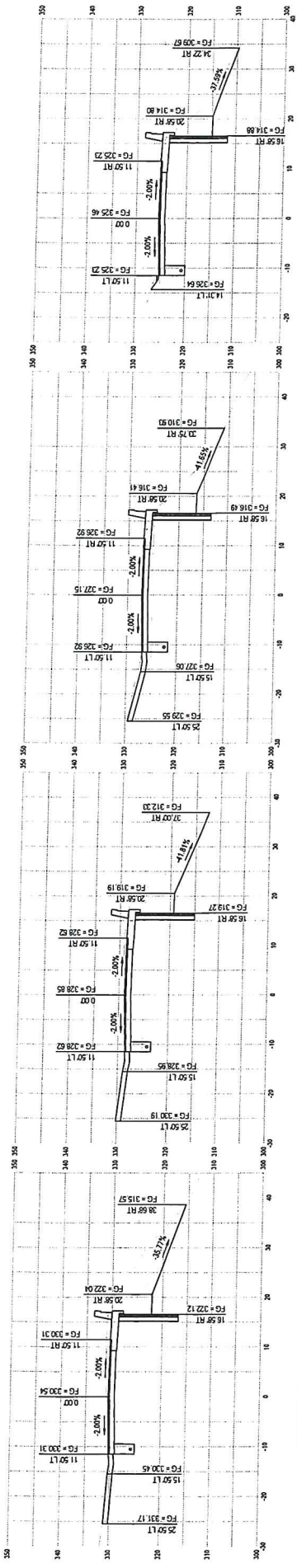
11701 40133N F 170 44433 W www.gpd.com

FOR USE IN MICHIGAN ONLY
IF NOT ONE HOUR ON
SCALE SHALL BE INDICATED

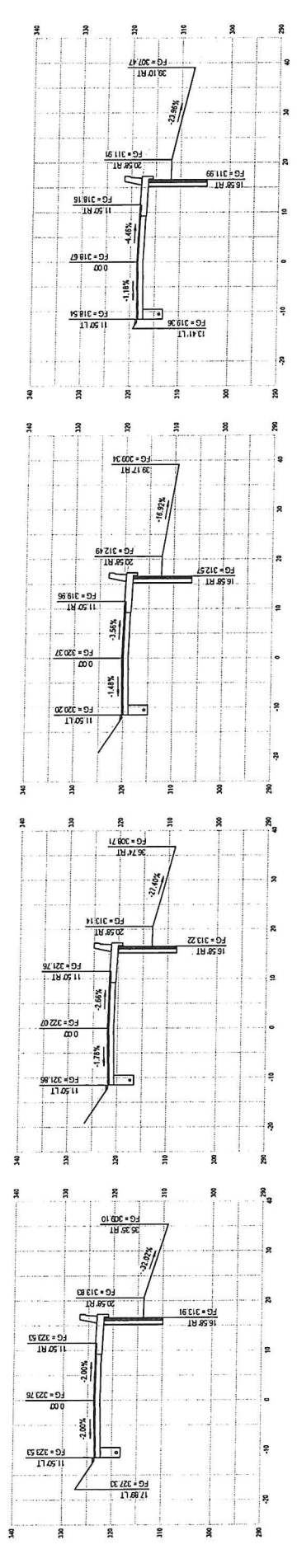
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ROAD NO.: 3702
PROJECT NO.: 1508-CL-DE P4717E
DESIGNED BY: LFP/000
DRAWN BY: LFP/000
CHECKED BY: LFP/000
DATE: 07/01/2020

DESIGN SECTION
COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
STORM DAMAGE REPAIR MONUMENT ROAD PH 0.00
ROADWAY CROSS SECTIONS - 2 OF 2

SHEET
14
OF
23



SECTION - STA "MRCL" 4+35
SECTION - STA "MRCL" 4+50
SECTION - STA "MRCL" 4+65
SECTION - STA "MRCL" 4+80



SECTION - STA "MRCL" 4+95
SECTION - STA "MRCL" 5+10
SECTION - STA "MRCL" 5+25
SECTION - STA "MRCL" 5+40

65% DESIGN SUBMITTAL - 6/30/20



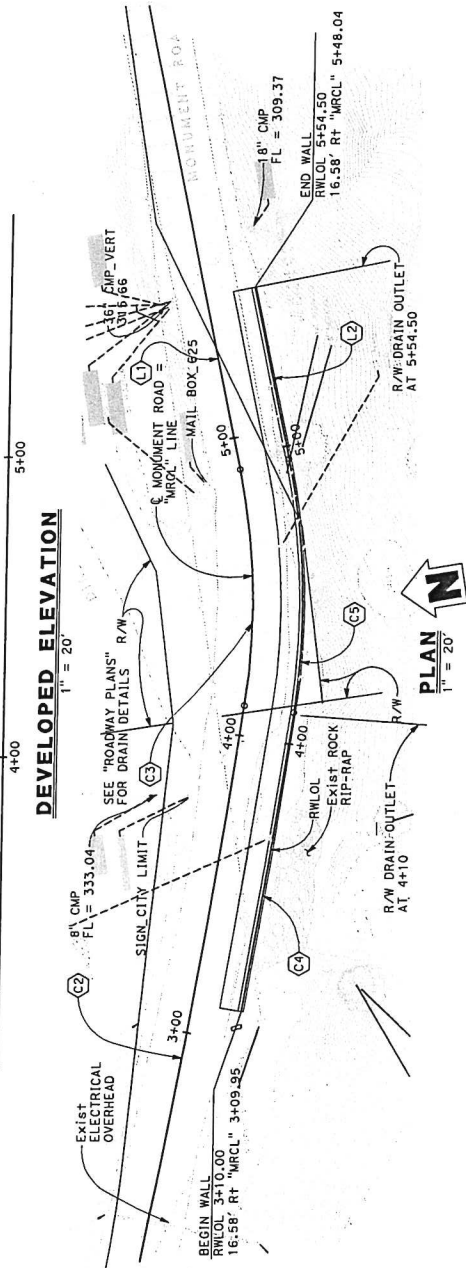
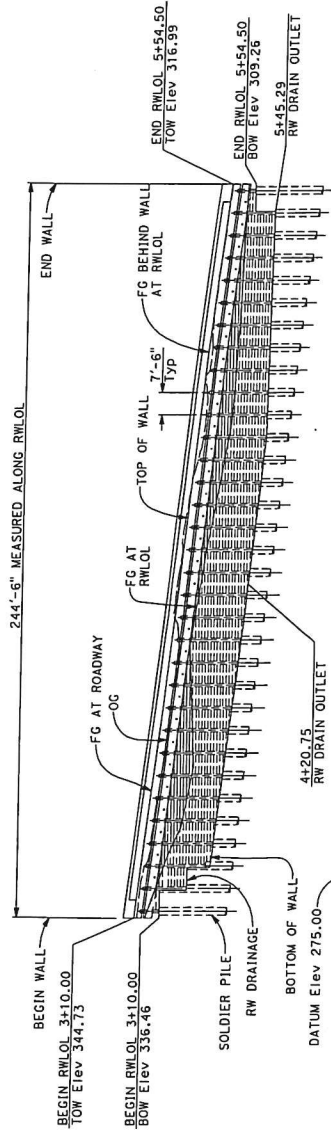
BIGGS CARDOSA ASSOCIATES INC.
BEA
 STRUCTURAL ENGINEERS
 1111 W. GARDNER, ST. LOUIS, MO 63104
 314-863-9800

ROAD NAME: SPANISH HILL
 ROAD NO.: 3702
 PROJECT NO.: 1308-04-HR-PH178
 CONTRACT NO.: 37256
 DRAWING TITLE: STORM DAMAGE REPAIR MONUMENT ROAD
 DRAWN BY: AR
 CHECKED BY: AR
 DATE: 06/29/2020
 SHEET: 51

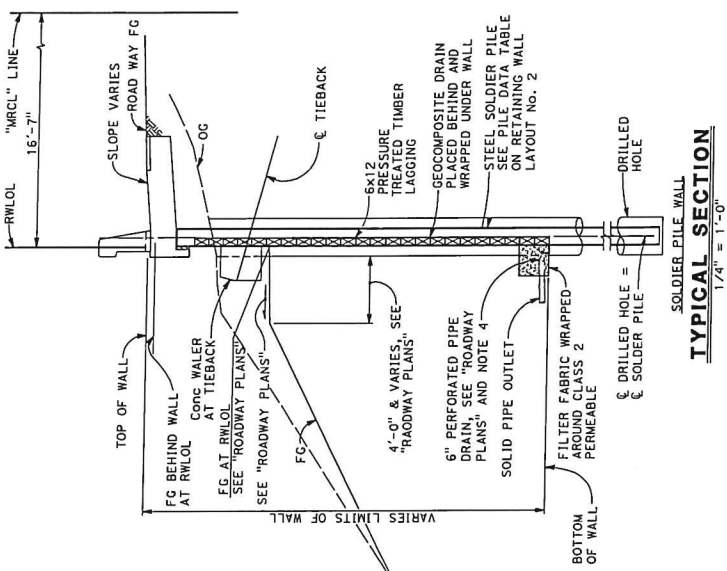
COUNTY OF HUMBOLDT
 DEPARTMENT OF PUBLIC WORKS
 STORM DAMAGE REPAIR MONUMENT ROAD PM 0.0
 RETAINING WALL GENERAL PLAN
 SHEET 15 OF 23

LINE #	LENGTH	DIRECTION
(2)	58.79'	N 86°55'35" E

CURVE #	BC TANGENT BEARING	RADIUS	DELTA	TANGENT LENGTH	EC TANGENT BEARING
(C2)	S 70°52'24" E	3227.58'	01°50'12"	51.73'	S 72°42'36" E
(C3)	S 72°42'36" E	239.58'	20°21'50"	43.03'	N 86°55'35" E



- NOTES:
1. Top of wall elevations shown are based on "ROADWAY PLANS". Verify elevations with "ROADWAY PLANS" prior to construction.
 2. See "ROADWAY PLANS" for right-of-way, utility, drainage, roadway and layout information not noted.
 3. "MRCL" Line layout information shown is for informational purposes only, see "ROADWAY PLANS" for "MR" Line.
 4. 6" perforated drain pipe to be 3" cir of RWLOL. Slope drain at Min 2%.



(1528X06102) 2'x9"06102

65% DESIGN SUBMITTAL - 6/21/2020

GENERAL NOTES

LOAD AND RESISTANCE FACTOR DESIGN

DESIGN: AASHTO LRFD Bridge Design Specifications 8th Edition with Caltrans Amendments, preface dated September 2017

Geotechnical Report by Crawford & Associates, Inc., dated April 2020

REINFORCED CONCRETE & Reinf: A706
 fy = 60,000 psi
 fc = 3,600 psi

STRUCTURAL STEEL: Steel Piles
 Steel Plates
 Welded Studs
 Welding

SOIL PARAMETERS: UNIT WEIGHT (γ) = 124 pcf
 At Rest Earth Pressure = 61 pcf
 Passive Earth Pressure = 3.0
 Seismic Earth Pressure = 124 pcf
 Max Passive Pressure = 10,000 pcf

LIVE LOAD: Live Load Surcharge = 250 psf
 TIMBER LAGGING: PRESSURE TREATED DOUGLAS FIR No. 1, TIMBER TO BE FULL SAWN

PRESTRESSING STEEL: Bars - ASTM Designation: A722 Type II (150 ksi)
 Strand Tendons-ASTM Designation: A416 (270 Ksi Low Relaxation steel)

FDL = Factored Design Load on Ground Anchor (kips)
 FTL = Factored Test Load per anchor (Kips) = 1.0 FDL
 LL = Lock-off Load (Kips) = 0.55 FDL
 fpu = Minimum tensile strength of prestressing steel
 As = Minimum cross sectional area of prestressing steel in ground anchor (square inch)

As(Min) = 1.0 FTL (Strands)
 = 0.75 fpu
 As(Min) = 1.0 FTL (Bars)
 = 0.80 fpu

For FDL, see "GROUND ANCHOR DATA TABLE" on "RETAINING WALL LAYOUT No. 2" sheet

FINISH COAT ON ALL PILE SURFACES.
 LIMITS OF FINISH COAT EXTENDS FROM TOP OF PILE TO 5 FEET BELOW BOTTOM OF LAGGING FOR SOLDIER PILE, TYP



LIMITS OF CLEAN AND PAINT STEEL SOLDIER PILE
 NO SCALE
 UNDERCOAT ON ALL PILE SURFACES, TYP



RIGOBERTO CARDOZA
 ENGINEER INC
BEK
 STRUCTURAL ENGINEERS
 11000 W. BIRCH AVE.
 SUITE 200
 MIAMI, FL 33156
 (305) 551-1100

BAR IS ONE (1) INCH OR ORIGINAL DIMENSION
 THIS IS NOT TO BE USED FOR SCALE, DIMENSIONS SHALL BE AS SHOWN ON ORIGINAL DRAWING
 DATE: 06/29/2020
 DRAWING FILE NAME: 2019042524.dwg
 PROJECT NO.: 19-032(010)
 CONTRACT NO.: 19-032(010)
 SHEET: 52

DESIGN SECTION: COUNTY OF HUMBOLDT
 DEPARTMENT OF PUBLIC WORKS
 MONUMENT ROAD PM 0.0
 SHEET NO. 16 OF 23

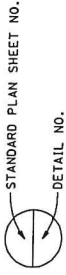
INDEX TO SOLDIER PILE WALL PLANS

SHEET NO.	TITLE
9	S1 RETAINING WALL GENERAL PLAN
10	S2 STRUCTURAL GENERAL NOTES & ABBREVIATIONS
11	S3 RETAINING WALL LAYOUT No. 1
12	S4 RETAINING WALL LAYOUT No. 2
13	S5 SOLDIER PILE WALL DETAILS No. 1
14	S6 SOLDIER PILE WALL DETAILS No. 2
15	S7 GROUND ANCHOR DETAILS

2018 STANDARD PLANS

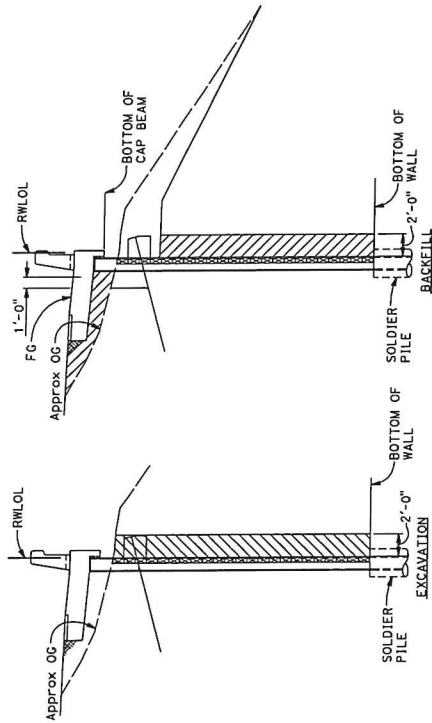
A3A	ABBREVIATIONS (SHEET 1 OF 3)
A3B	ABBREVIATIONS (SHEET 2 OF 3)
A3C	ABBREVIATIONS (SHEET 3 OF 3)
A10A	LEGEND - LINES AND SYMBOLS (SHEET 1 OF 5)
A10B	LEGEND - LINES AND SYMBOLS (SHEET 2 OF 5)
A10C	LEGEND - LINES AND SYMBOLS (SHEET 3 OF 5)
A10D	LEGEND - LINES AND SYMBOLS (SHEET 4 OF 5)
A10E	LEGEND - LINES AND SYMBOLS (SHEET 5 OF 5)
B0-3	BRIDGE DETAILS
B11-47	CABLE RAILING
D102	UNDERDRAINS

LEGEND



ABBREVIATIONS

C	CENTER LINE
BW	BOTTOM OF WALL
D/S	DOWN STATION
RWLOL	RIGHT OF WAY WALL LAYOUT LINE
TOW	TOP OF WALL
U/S	UP STATION



STRUCTURE EXCAVATION (RETAINING WALL)
 STRUCTURE BACKFILL (SOLDIER PILE WALL)

SOLDIER PILE WALL

LIMITS OF PAYMENT FOR STRUCTURE EXCAVATION AND BACKFILL (SOLDIER PILE WALL)
 NO SCALE

LIMITS OF CLEAN AND PAINT STEEL SOLDIER PILE
 NO SCALE

65% DESIGN SUBMITTAL - 6/30/2020



BIGOS CARDONA ASSOCIATES, INC.
BER
11111 S. Riverway, Suite 110
Portland, Oregon 97206
503-255-1828

ROAD NAME: MONUMENT ROAD
ROAD NO.: 170200
PROJECT NO.: DP-2447(19)
CONTRACT NO.: 27224
DRAWING FILE NAME: DP2447(19)A
DATE: 06/27/2020
SHEET: 33

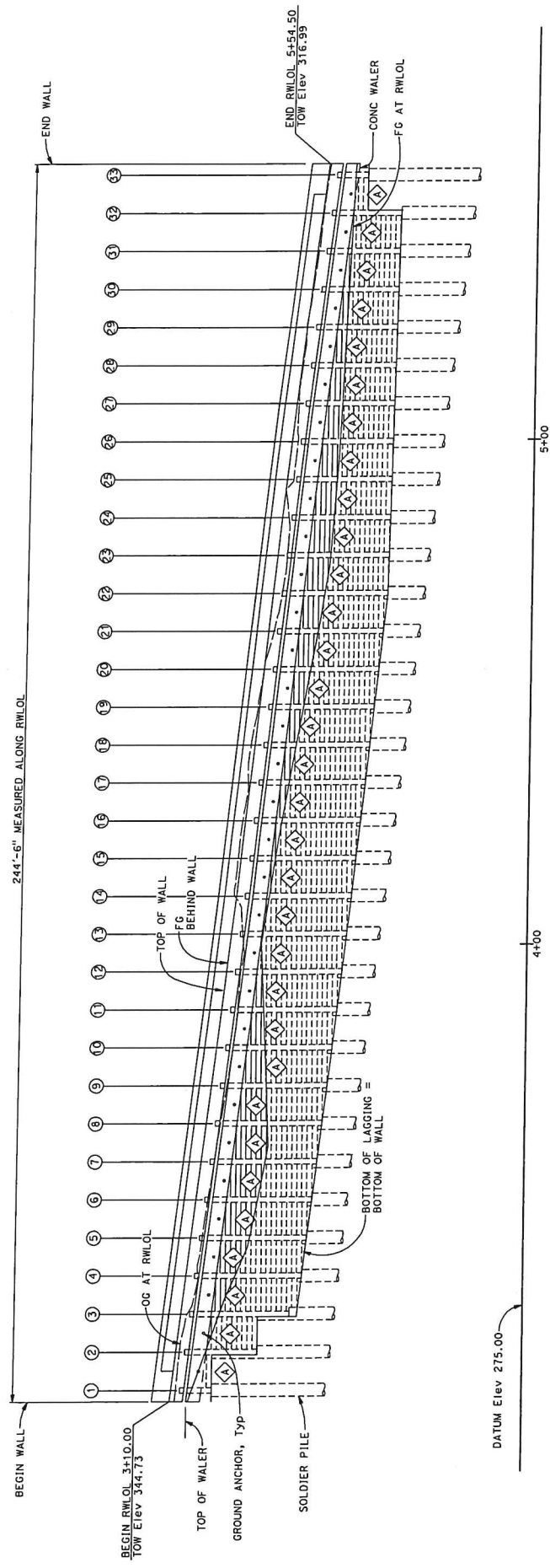
DESIGN SECTION
CHECKED BY: JMS
DRAWN BY: JMS
REVISION BY:
APPROVED BY:

COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS
MONUMENT ROAD PM 0.0
RETAINING WALL LAYOUT No. 1

SHEET 17 OF 23

- LEGEND:
- ① Indicates Soldier Pile No., see S4 "PILE DATA TABLE"
 - ◇ Indicates GROUND ANCHOR TYPE, SEE S4 "GROUND ANCHOR DATA TABLE"

NOTE:
1. Top of wall elevations shown are based on "ROADWAY PLANS". verify elevations with "GROUND PLANS" prior to construction.



MIRRORED DEVELOPED ELEVATION - PILE LAYOUT
1" = 10'

65% DESIGN SUBMITTAL - 6/30/2020



COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS		SHEET 18 OF 23	
MONUMENT ROAD PM 0.0		RETAINING WALL LAYOUT No. 2	
ROAD NAME: MONUMENT ROAD	DESIGN SECTION	DATE: 06/29/2020	APPROVED BY:
PROJECT NO.: 2020-01	DATE: 06/29/2020	SCALE: 1/4" = 1'-0"	
CONTRACT NO.: 2020-01	DATE: 06/29/2020		
DRAWN BY: JAR	DATE: 06/29/2020		
CHECKED BY: JAR	DATE: 06/29/2020		
SCALE: 1/4" = 1'-0"			

PILE #	RWLOL STATION (FT)	PILE SECTION (FT)	TOP OF WALL ELEVATION (FT), SEE NOTE 1	DRILLED HOLE SIZE (IN)	PILE CUTOFF ELEVATION (FT)	BOTTOM OF WALL ELEVATION (FT), SEE NOTE 2		PILE LENGTH (FT)	PILE TIP ELEVATION (FT)
						D/S	U/S		
BEGIN WALL	3+10.00		344.73						
1	3+12.25	W18x106	344.47	30.00	342.39		336.21	43.92	298.47
2	3+19.75	W18x106	343.62	30.00	341.54		329.62	43.92	297.62
3	3+27.25	W18x106	342.77	30.00	340.69		319.77	43.92	296.77
4	3+34.75	W18x106	341.92	30.00	339.84		318.92	43.92	295.92
5	3+42.25	W18x106	341.07	30.00	338.99		318.07	43.92	295.07
6	3+49.75	W18x106	340.22	30.00	338.14		317.22	43.92	294.22
7	3+57.25	W18x106	339.37	30.00	337.29		316.37	43.92	293.37
8	3+64.75	W18x106	338.52	30.00	336.44		315.52	43.92	292.52
9	3+72.25	W18x106	337.67	30.00	335.59		314.67	43.92	291.67
10	3+79.75	W18x106	336.82	30.00	334.74		313.82	43.92	290.82
11	3+87.25	W18x106	335.97	30.00	333.89		312.97	43.92	289.97
12	3+94.75	W18x106	335.12	30.00	333.04		312.12	43.92	289.12
13	4+02.25	W18x106	334.27	30.00	332.19		311.27	43.92	288.27
14	4+09.75	W18x106	333.41	30.00	331.33		310.41	43.92	287.41
15	4+17.25	W18x106	332.56	30.00	330.48		309.56	43.92	286.56
16	4+24.75	W18x106	331.71	30.00	329.63		308.71	43.92	285.71
17	4+32.25	W18x106	330.86	30.00	328.78		307.86	43.92	284.86
18	4+39.75	W18x106	330.01	30.00	327.93		307.01	43.92	284.01
19	4+47.25	W18x106	329.16	30.00	327.08		306.16	43.92	283.16
20	4+54.75	W18x106	328.31	30.00	326.23		305.31	43.92	282.31
21	4+62.25	W18x106	327.46	30.00	325.38		304.46	43.92	281.46
22	4+69.75	W18x106	326.61	30.00	324.53		304.46	43.92	280.61
23	4+77.25	W18x106	325.76	30.00	323.68		304.46	43.92	279.76
24	4+84.75	W18x106	324.91	30.00	322.83		304.46	43.92	278.91
25	4+92.25	W18x106	324.06	30.00	321.98		304.46	43.92	278.06
26	4+99.75	W18x106	323.20	30.00	321.12		304.46	43.92	277.20
27	5+07.25	W18x106	322.35	30.00	320.27		304.46	43.92	276.35
28	5+14.75	W18x106	321.50	30.00	319.42		304.46	43.92	275.50
29	5+22.25	W18x106	320.65	30.00	318.57		304.46	43.92	274.65
30	5+29.75	W18x106	319.80	30.00	317.72		304.46	43.92	273.80
31	5+37.25	W18x106	318.95	30.00	316.87		304.46	43.92	272.95
32	5+44.75	W18x106	318.10	30.00	316.02		304.46	43.92	272.10
33	5+52.25	W18x106	317.25	30.00	315.17		304.46	43.92	271.25
END WALL	5+54.50		316.39					43.92	

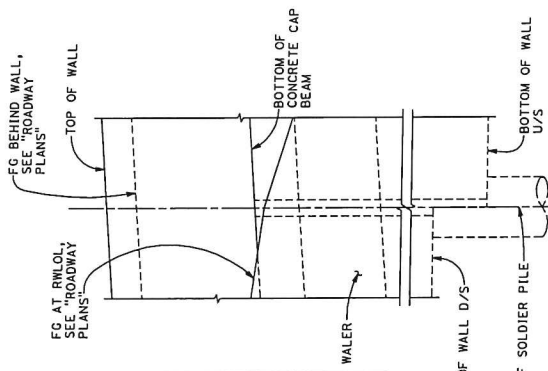
PILE DATA TABLE

NOTES:

- Top of wall elevations shown are based on "ROADWAY PLANS". Verify elevations with "NOTIFY ENGINEER" prior to construction. Elevations are higher than shown on plans.
- Per the Geotechnical report by Crawford & Associates, Incorporated April 2020, the ground anchor embedment in shell however is greater (H = wall Height) beyond the "intact" material.

LEGEND:

① Indicates Soldier Pile No., see "PILE DATA TABLE"



DETAIL
1/2" = 1'-0"
1
5-4

GROUND ANCHOR DATA TABLE		
GROUND ANCHOR TYPE	FACTORED DESIGN LOAD, FDL (kips)	MINIMUM UNBONDED LENGTH (FT) SEE NOTE 2
⊠	214	23'-0"

65% DESIGN SUBMITTAL - 6/30/2020

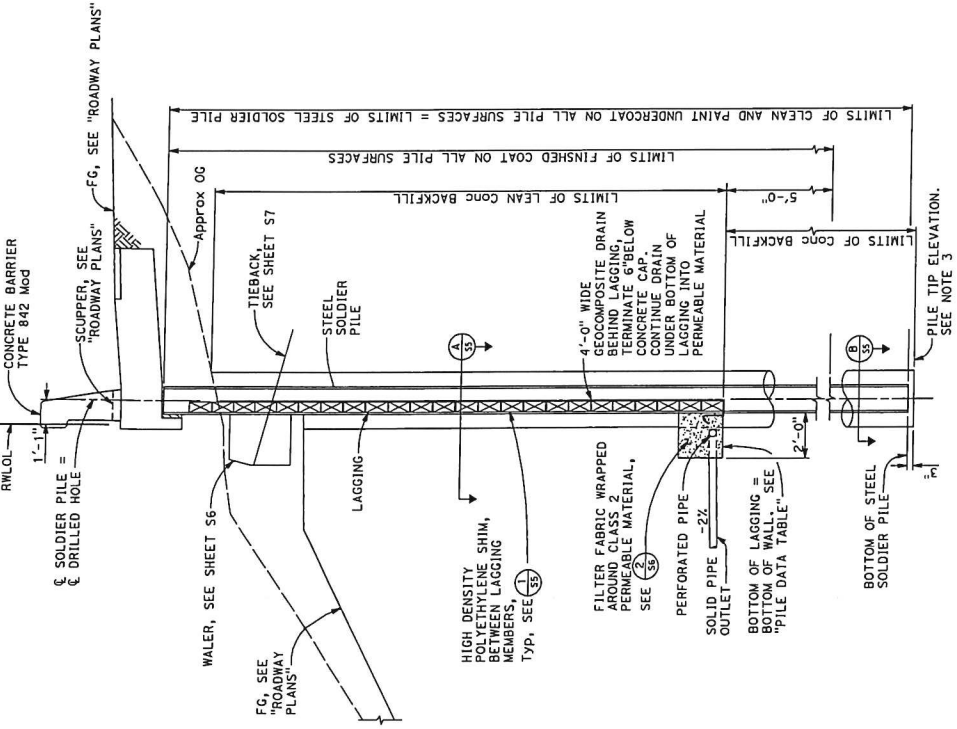


THIS IS ONE OF TWO ORIGINAL DRAWINGS
 CONTRACT NO. 2019-0101
 DRAWING TITLE: SOLDIER PILE WALL
 DATE: 06/20/2020

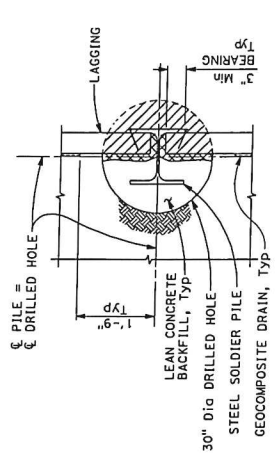
DESIGN SECTION	DATE	BY	CHKD BY
CONCRETE	06/20/2020	AR	AR
LAGGING	06/20/2020	AR	AR
STEEL SOLDIER PILE	06/20/2020	AR	AR
GEOTECHNICAL	06/20/2020	AR	AR

SHEET 19 OF 23

COUNTY OF HUMBOLDT
 DEPARTMENT OF PUBLIC WORKS
 MONUMENT ROAD PM 0.0
 SOLDIER PILE WALL DETAILS No.1

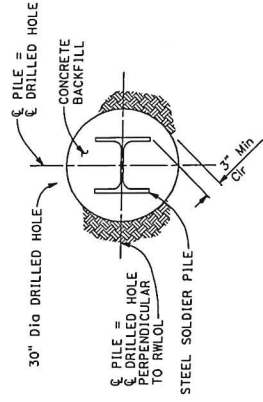


TYPICAL SECTION
 3/8" = 1'-0"



SECTION AT LAGGING
 3/4" = 1'-0"

- LEAN CONCRETE TO BE CHIPPED AWAY AS REQUIRED FOR LAGGING INSTALLATION
- LIMITS OF FILL WITH STRUCTURAL BACKFILL AFTER LAGGING INSTALLATION



SECTION AT DRILLED HOLE
 3/4" = 1'-0"

- NOTES:
- For "Pile Data Table", see "S-4 RETAINING WALL LAYOUT No. 2" sheet
 - Concrete cap beam must be $f'c = 3.6 \text{ ksi} @ 28 \text{ days}$.

(15228+06.102) 2'x9'D6.102

65% DESIGN SUBMITTAL - 6/30/2020

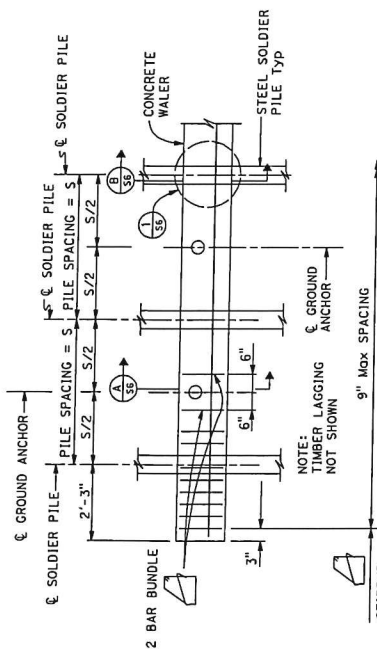


BIGGS CARABOGA ASSOCIATES, INC.
BGA
 1111 W. McDowell Ave., Suite 100
 Phoenix, Arizona 85007
 602-952-8800

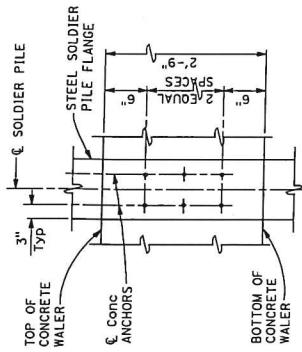
BAR IS ONE INCH OR SMALLER UNLESS OTHERWISE NOTED
 ROAD NAME: MONUMENT ROAD
 ROAD NO.: EX200
 PROJECT NO.: DP-20(010)
 CONTRACT NO.: 27254
 DRAWN BY: AR
 CHECKED BY: AR
 DESIGNER: AR
 DATE: 06/29/2020
 SHEET: S6

COUNTY OF HUMBOLDT
 DEPARTMENT OF PUBLIC WORKS
 MONUMENT ROAD PM 0.0
SOLDIER PILE WALL DETAILS No. 2

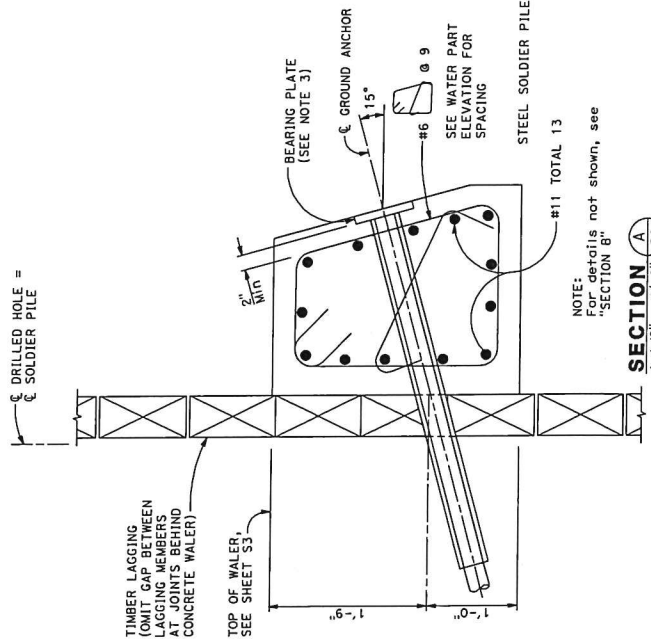
SHEET 20 OF 23



WALER PART ELEVATION
 NO SCALE

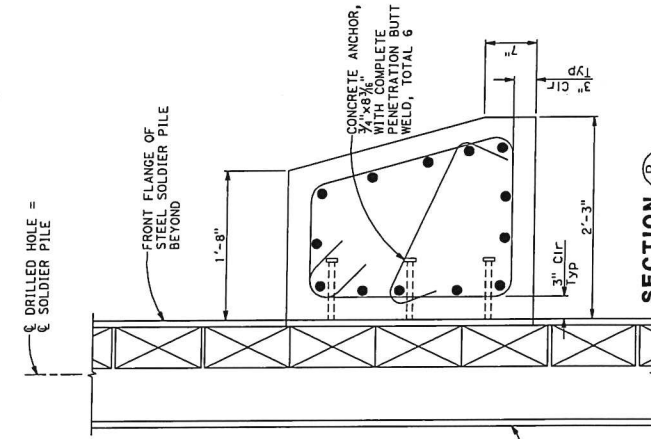


DETAIL 1
 NO SCALE

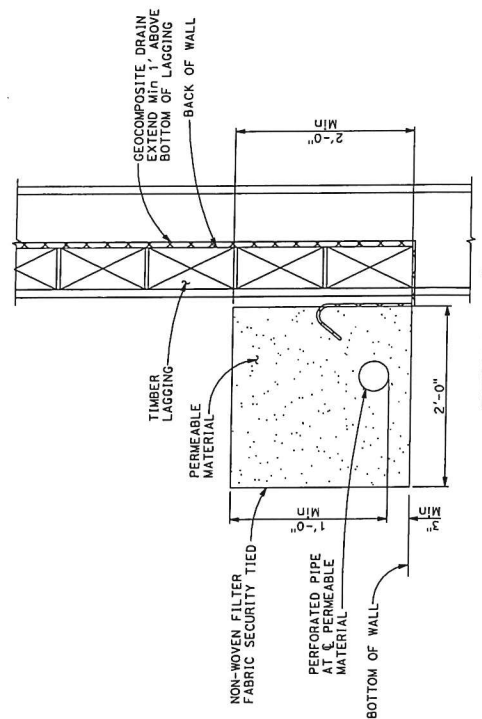


SECTION A
 1 1/2" = 1'-0"

NOTE:
 Footings not shown, see "SECTION B"



SECTION B
 1 1/2" = 1'-0"



DETAIL 2
 1 1/2" = 1'-0"

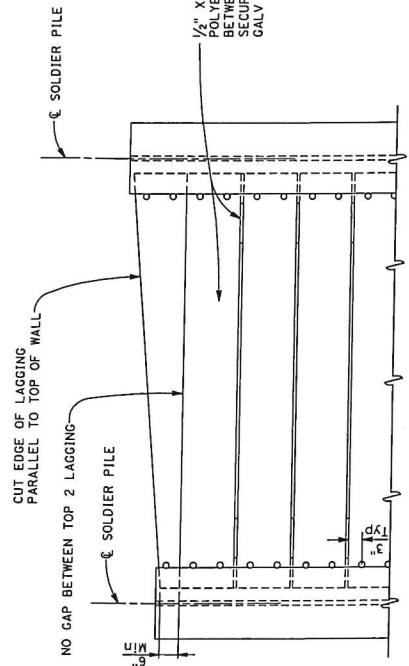
65% DESIGN SUBMITTAL - 6/10/20



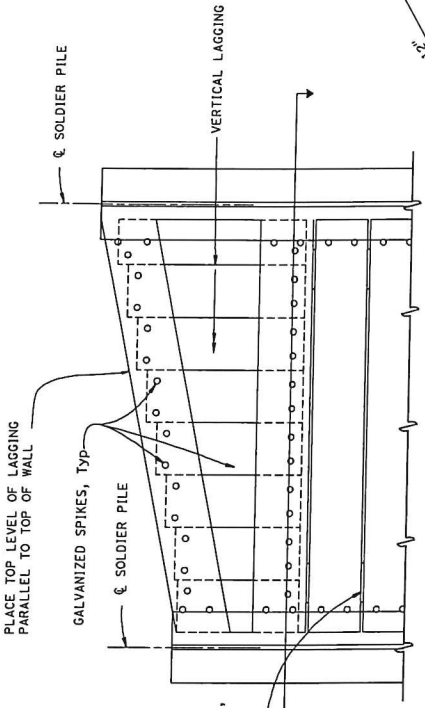
BIGGS CARREIRA ASSOCIATES, INC.
BER
 1111 STEVENSON BLVD., SUITE 100
 BERKELEY, CA 94704
 916-835-1111
 916-835-1112
 916-835-1113
 916-835-1114
 916-835-1115
 916-835-1116
 916-835-1117
 916-835-1118
 916-835-1119
 916-835-1120

DESIGN SECTION
 COUNTY OF HUMBOLDT
 DEPARTMENT OF PUBLIC WORKS
 MONUMENT ROAD PM 0.0
SOLDIER PILE WALL DETAILS No. 3

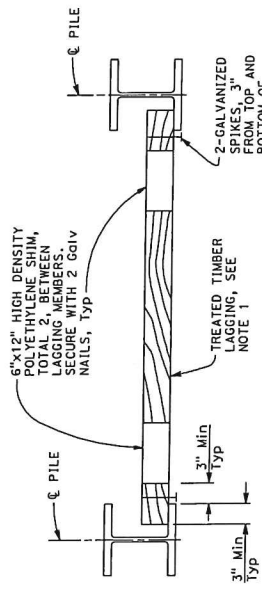
SHEET 21 OF 23



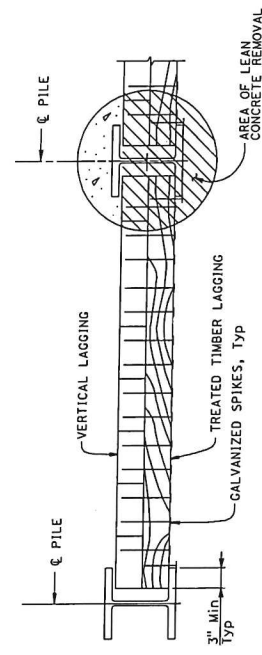
PART ELEVATION
LAGGING DETAILS (ALTERNATIVE 1)
 NO SCALE



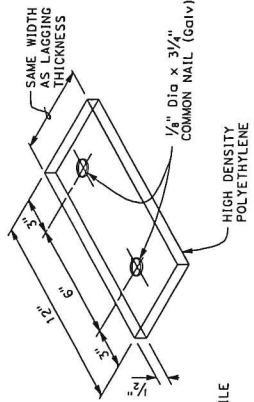
PART ELEVATION
LAGGING DETAILS (ALTERNATIVE 2)
 NO SCALE



PART PLAN
 NO SCALE



SECTION A-A
 NO SCALE



SHIM DETAIL
 NO SCALE

- NOTES:
1. No clipping of timber lagging corners allowed.
 2. Use 16d galv wire spikes for 4 x 12 lagging, and 40d galv wire spikes for 6 x 12 lagging.
 3. Spikes shall not be bent.

NOTE:
 THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL

(152306102) 2/0606102

ROAD NAME: MONUMENT ROAD	DESIGN SECTION: ANCHORING	COUNTY OF HUMBOLDT	SHEET NO. 22
PROJECT NO.: 00-28(110)	SCALE: 1" = 1'-0"	DEPARTMENT OF PUBLIC WORKS	OF 23
CONTRACT NO.: 07291	DATE: 04/20/20	MONUMENT ROAD PM 0.0	
DRAWING FILE NAME: 2010040818.dwg	APPROVED BY: [Signature]	GROUND ANCHOR DETAILS	
PLOT DATE: 04/20/20	DATE: 04/20/20		

BIGGS CARDONA ASSOCIATES INC.

 BER

 3110 W. HUMBOLDT AVENUE

 Eureka, CA 95501

 707-441-1115

 707-441-1116

 707-441-1117

 707-441-1118

 707-441-1119

 707-441-1120

 707-441-1121

 707-441-1122

 707-441-1123

 707-441-1124

 707-441-1125

 707-441-1126

 707-441-1127

 707-441-1128

 707-441-1129

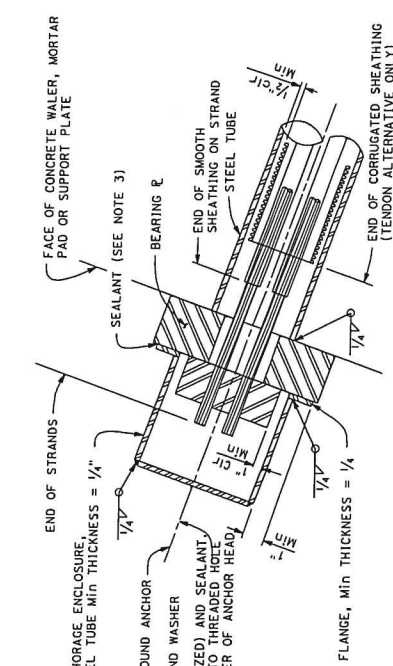
 707-441-1130

65% DESIGN SUBMITTAL - 4/25/20

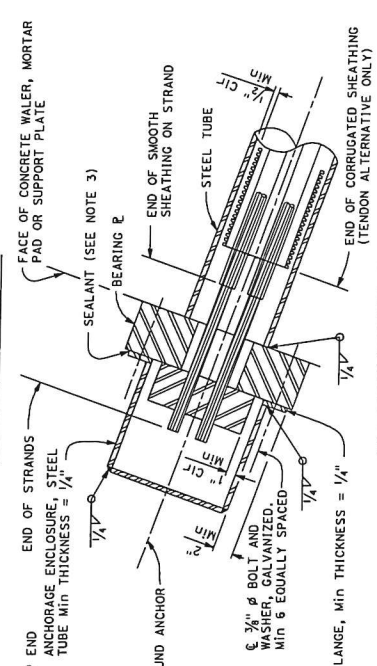
NOTES:

1. Anchorage enclosure shall only be used when anchor head assembly is not enclosed in concrete.
2. Anchorage enclosure shall have provisions to allow injecting grout at low end and venting at high end. Galvanize after fabrication.
3. Silicone sealant to cover full width of flange.
4. Steel tube (Min thickness = 1/4") welded to bearing plate. Galvanize assembly after fabrication.
5. Steel tube welded to bearing plate. Inside diameter of steel tube (Min thickness = 1/4") to be 1" greater than outside diameter of smooth sheathing.
6. Galvanize assembly after fabrication.
7. For other wall details, see S1 RETAINING WALL GENERAL PLAN.

- A Level of initial grouting for drilled hole 6" in diameter or smaller
- B Level of secondary grouting
- C Level of initial grouting inside corrugated sheathing
- D Bonded length shall be determined by the contractor
- E For unbonded length, see "RETAINING WALL LAYOUT No. 2"
- F For inclination, see (S1)
- G Face of Wall Excavation

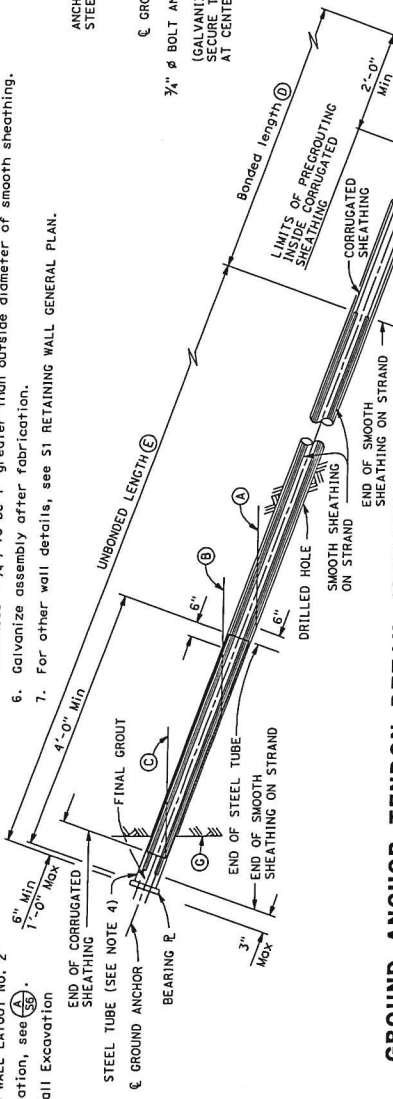


ALTERNATIVE X

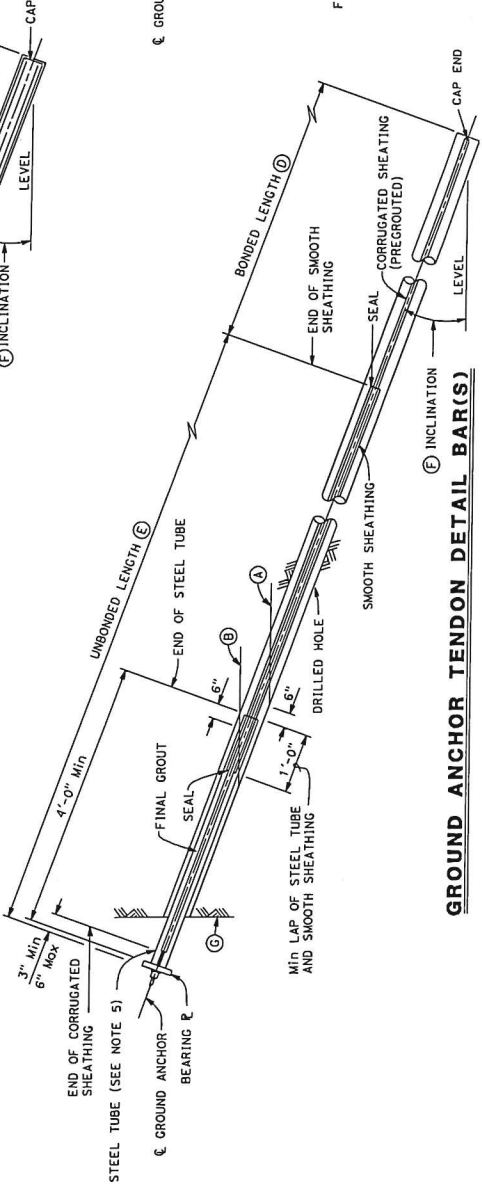


ALTERNATIVE Y

ANCHORAGE ENCLOSURE DETAILS



GROUND ANCHOR TENDON DETAIL (STRANDS)



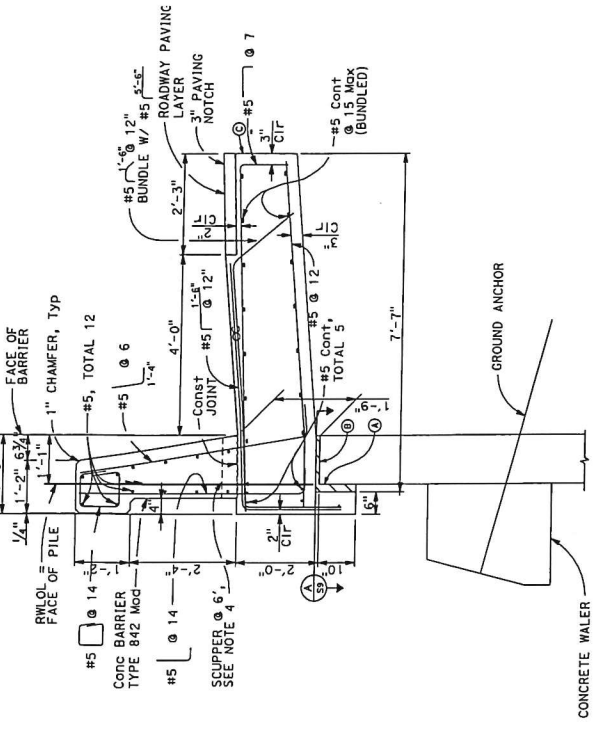
GROUND ANCHOR TENDON DETAIL BAR(S)

NOTE: THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL

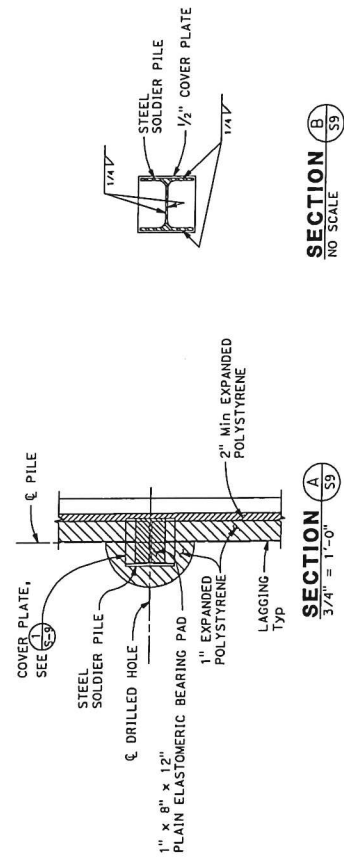
DESIGN SECTION NO. 23	CONTRACT NO. R-22(119)	DATE 07/20/05	PROJECT NO. R-22(119)	DATE 07/20/05	SHEET NO. 23
DESIGNED BY SKM	DRAWN BY SKM	CHECKED BY SKM	APPROVED BY	COUNTY OF HUMBOLDT DEPARTMENT OF PUBLIC WORKS MONUMENT ROAD PM 0.0	
REVISIONS			BARRIER SLAB DETAILS		
NO. OF WORK ON JOB	DATE	BY	DESCRIPTION		
1	07/20/05	SKM	ISSUED FOR CONSTRUCTION		

BIGGS CARDONA ASSOCIATES INC
BCA
 1110 COLLETT AVENUE, SUITE 1310
 OAKLAND, CALIFORNIA 94612
 415-763-9900 FAX 415-763-9900

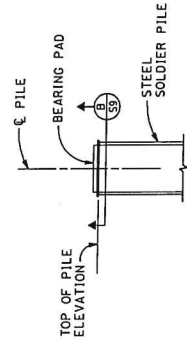
65% DESIGN SUBMITTAL - 6/30/20



CONCRETE BARRIER SLAB DETAIL
 3/4" = 1'-0"



SECTION A
 NO SCALE
 3/4" = 1'-0"



DETAIL B
 NO SCALE
 3/4" = 1'-0"

- NOTES:
- (A) 2" Min Expanded polystyrene
 - (B) 1" Expanded Polystyrene
 - See (A) for Soldier Pile Walls
 - (C) Contact joint

**CONCRETE BARRIER SLAB
 DESIGN DATA**

DESIGN: AASHTO LRFD Bridge Design Specifications, 8th Edition with California Amendments.

F_t : 27 kips on barrier
 E_{OE} : $k_h = 0.2$
 $k_v = 0.0$

REINFORCED CONCRETE:
 $f'_c = 3600$ psi
 $f_y = 60$ ksi
 $n = 8$

- NOTES:
1. Clearance to reinforcing steel in concrete barrier to be 1" unless otherwise noted.
 2. For additional barrier wall information, see 611-82.
 3. No expansion joints in concrete barrier or barrier slab within wall limits.

4. Refer to (B7-8) Caltrans Standard Plans for scupper size. Modify barrier reinf around scupper similar to pull box in barrier detail as shown in (611-82) RSP.

NOTE:
 THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATING ANY MATERIAL

*675 Wildwood Avenue
Rio Dell, CA 95562*



TO: Mayor and Members of the City Council

FROM: Karen Dunham, City Clerk

THROUGH: Kyle Knopp, City Manager

DATE: October 20 2020

SUBJECT: Unmet Transit Needs Public Hearing

RECOMMENDATION

Open the public hearing and receive input on any unmet transit needs in the community. Close the public hearing and make a motion to direct staff to send a letter to Humboldt County Association of Governments (HCAOG) relaying the comments made during the public hearing regarding unmet transit needs.

BACKGROUND AND DISCUSSION

Each year, as established by the California Transportation Development Act (TDA), the Humboldt County Association of Governments (HCAOG) is required to conduct a citizen participation process to identify an "unmet transit needs" within Humboldt County. This process is required prior to allocations of TDA funding the following fiscal year. All comments deemed to meet the definition of an unmet transit need will then be analyzed to determine if the need is "reasonable to meet."

In addition to the County unmet transit needs hearing, HCAOG recommends each entity conduct a separate hearing to receive comments specific to their jurisdiction. The effects of the COVID-19 has been detrimental to all transit agencies statewide with an average of 70% loss in ridership in the region. This year HCAOG would like to get feedback from the public on improvements that could be implemented to encourage ridership.

HCAOG's Social Services Transportation Advisory Council leads the public participation process and considers all public testimony and input, determines if the suggestions meet the adopted definition of an unmet transit need and applies adopted criteria to determine if the need is "reasonable to meet". At the end of the process, the Social Services Transportation Advisory Council will forward their findings to the HCAOG board for consideration.

TDA funds must be allocated first to unmet transit needs, which are found to be reasonable to meet within a jurisdiction, before any remaining funds can be allocated for non-transit purposes, such as bicycle and pedestrian facilities or streets and roads.

Attachments:

Unmet Transit Needs Definition and Reasonable to Meet Criteria
Notice of Public Hearing

UNMET TRANSIT NEEDS DEFINITION & REASONABLE TO MEET CRITERIA

Unmet transit needs are, at a minimum:

- (1) Trips requested from residents who do not have access to public transportation, specialized transportation, or private transport services or resources for the purpose of traveling to medical care, shopping, social/recreational activities, education/training, and employment; or
- (2) Proposed public transportation, specialized transportation, or private transport services identified in the following, but not limited to: a Transportation Development Plan, Regional Transportation Plan, Coordinated Public Transit–Human Services Transportation Plan.

HCAOG Plans can be found at: <http://hcaog.net/library>

Additionally, unmet transit needs do not include:

- ❖ Improvements funded or scheduled for implementation in the next fiscal year. Due to Covid-19, there are no new improvements funded or scheduled for the next fiscal year. Two potential new services that will be reevaluated this year are:
 - Express bus service between McKinleyville and Eureka during peak hours
 - Late Night Weekday Service on the Regional Transit System
- ❖ Minor operational improvements or changes such as bus stops, schedules, and minor route changes. Minor operational improvements are changes to service which do not affect the operating cost of the transit service either by requiring additional staff and/or additional vehicle hours of service or miles of service.
- ❖ Trips for primary or secondary school transportation
- ❖ Sidewalk improvements or street and road needs

Reasonable to meet criteria:

- (1) To be considered “reasonable to meet”, a service must be operationally feasible and financially sustainable, as defined below:
 - a) The service must have adequate roadways, and must be safe to operate.
 - b) Enough money should be available from identified sources of funding to pay for the marginal operating costs of the service continuously for three years.
- (2) The service must be projected to meet a minimum “marginal farebox-return-ratio” of 10 percent within 2 years. If multiple competing services are requested, other factors may also be considered such as estimated subsidy per passenger trip and passengers per vehicle hour of service. For new service, ridership and farebox-return-ratio thresholds will be considered.
- (3) Pursuant to the requirements of TDA Statutes (Public Utilities Code Section 99401.5c, a determination of needs that are “reasonable to meet” shall not be made by comparing unmet transit needs with the need for streets and roads, for the allocation of TDA funds.
- (4) Once a service is determined to be “reasonable to meet” and is implemented, it can be expected that the ridership in the first 1-2 years of the new service will be less than the projected optimal ridership. Ridership should be evaluated at 6-month intervals to determine if service is meeting performance standards adopted by the transit provider, and specifically, whether the service meets a minimum 10 percent marginal farebox-return-ratio. If the service is being adequately promoted and fails to be within 60 percent of the identified standards after six months, 90 percent with the first year, or 100 percent within two years, the service may be cancelled and deemed “no longer reasonable to meet.” An exception to this rule is when a community or group is willing to participate in sharing the ongoing cost of the new service.



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Rio Dell City Council will hold a "Virtual" Zoom Public Hearing on **Tuesday, October 20, 2020 at 6:30 p.m.** or soon thereafter.

THE PURPOSE OF THE PUBLIC HEARING WILL BE TO DISUCSS:

1) UNMET TRANSIT NEEDS

The Public Hearing will give citizens the opportunity to make their comments known. Due to unprecedented public health threats posed by COVID-19 the resultant need for social distancing, changes to the City Council agenda format are required. The City Council will only be holding "virtual" meetings. Public comments can be submitted via email at publiccomment@cityofriodell.ca.gov or by calling the toll-free number at **1-888-474-4499**. Enter meeting ID **987-154-0944** and listen for the prompts to join the meeting.

All members of the community are encouraged to attend.

A handwritten signature in blue ink that reads "Karen Dunham". The signature is written in a cursive style and is positioned above a horizontal line.

Karen Dunham, CMC
City Clerk
Posted 10/12/20