



**RIO DELL CITY COUNCIL AGENDA
REGULAR MEETING - 6:30 P.M.
TUESDAY, NOVEMBER 20, 2018
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL**

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



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

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

- 1) 2018/1120.01 - Proclamation In Recognition of December 2018 as
Human Rights Awareness Month

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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 Council embers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS"

- 1) 2018/1120.02 - Approve Minutes of November 6, 2018 Regular Meeting
(ACTION) 3
- 2) 2018/1120.03 - Approve Revision to Section 12 of all Employment
Agreements and Related Stipends for Medicare Eligible
Spouses and authorize the City Manager to sign **(ACTION)**
11
- 3) 2018/1120.04 - Approve Resolution No. 1406 -2018 Amending the
Operating and Capital Budget and approving Inter-Fund
Transfers for Public Works purchase of 2008 Ford F-250
Truck from Police Department **(ACTION)** 13
- 4) 2018/1120.05 - Approve Resolution No. 1407-2018 Amending Budget and
Authorizing the Purchase of a 2019 Ford F-150 for the
Public Works Department **(ACTION)** 17
- 5) 2018/1120.06 - Approve Resolution No. 1408-2017 Authorizing the City
Manager to execute contract for City Engineering
Services **(ACTION)** 23
- 6) 2018/1120.07 - Receive & File Check Register for October 2018 **(ACTION)**
39

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

- 1) 2018/1120.08 - City Manager/Staff Update **(RECEIVE & FILE)** 43

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2018/1120.09 - Approve Water Bill Claim Adjustment for James Nunneley
in the amount of \$1,215.73 **(ACTION)** 47

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2018/1120.10 - Second Reading (by title only) and Adoption of Ordinance
No. 371-2018 Establishing Vacation Dwelling Regulations,
Section 17.30.335 of the Rio Dell Municipal Code (RDMC)
(DISCUSSION/POSSIBLE ACTION) 55

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, December 4, 2018 at 6:30 p.m.*

*675 Wildwood Avenue
Rio Dell, CA 95562*



STAFF REPORT

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Karen Dunham, City Clerk

DATE: November 20, 2018

SUBJECT: Proclamation in Recognition of Human Rights Awareness Month
December 2018

RECOMMENDATION

Read and present the Proclamation declaring December 2018 as Human Rights Awareness Month.

BACKGROUND AND DISCUSSION

A representative from the Humboldt County Human Rights Commission will be present to accept the proclamation and speak briefly on the subject of human rights.

ATTACHMENTS: Proclamation

PROCLAMATION
In Recognition of
HUMAN RIGHTS AWARENESS MONTH
December 2018

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

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

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

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

THEREFORE, the City of Rio Dell hereby proclaims **December 2018** as **HUMAN RIGHTS AWARENESS MONTH** and encourages all citizens to educate themselves about The Universal Declaration of Human Rights and the privileges we enjoy in a free society.

Frank Wilson, Mayor

**RIO DELL CITY COUNCIL
REGULAR MEETING
NOVEMBER 6, 2018
MINUTES**

Mayor Wilson called the regular meeting of the Rio Dell City Council to order at 6:00 p.m.

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

Absent: Councilmembers Marks and Strahan (excused)

Others Present: City Manager Knopp, Finance Director Kerrigan, Water/
Roadways Superintendent Jensen, and City Clerk Dunham

Absent: Community Development Director Caldwell and Chief of
Police Conner

CLOSED SESSION ITEMS

Conference with Labor Negotiator – City Manager
Rio Dell Employees’ Association, Rio Dell Police Officers’ Association and all Contract
Employees (Pursuant to Gov’t Code §54957.6)

The Council recessed into closed session at 6:00 p.m. with City Manager Knopp to discuss the above matter.

The Council reconvened into open session at 6:30 p.m. Mayor Wilson announced that there was no reportable action taken in closed session.

CEREMONIAL MATTERS

Proclamation Declaring November as National American Indian Heritage Month
Mayor Wilson read the proclamation and presented it to Virginia Howard Mullins, from the Daughters of the American Revolution Eel River Valley Chapter.

PUBLIC PRESENTATIONS

Nick Angeloff provided an update on Chamber of Commerce business and said that they were making progress with regard to Christmas decorations and said the plywood cutouts were repainted, and the shooting stars and banner would be going up during the Thanksgiving weekend. He invited volunteers to come out and help.

He then reported that he owns a rental property on Second Ave. and that that he was approached by a resident regarding multiple (6 or 7) inoperable vehicles as well as a sailboat in

the neighborhood of Second Ave. and Dixie St. He expressed concern that they are all located on a route where kids walk to and from school.

He then addressed the Council regarding complaints that he had received regarding the Bear Sculpture and that a Sculpture Committee meeting was scheduled in which the artist, Dan McCauley may or may not be attending. He commented that he had some ideas with regard to removing a couple of things from the sculpture to make it look better. He suggested the sculpture be removed temporarily to make the changes and that the panther sculpture be installed in its place. He said the pedestal where the panther currently stands could then be used for the City Christmas Tree as it was last year. He said another option would be to install a new concrete pad next to the existing pedestal.

Mayor Wilson clarified that the Sculpture Committee would be meeting on November 19th or 20th and invited Nick to attend.

Nick commented that in the meantime, he would talk to staff about possibly installing a new concrete pad as an alternative solution for the tree.

CONSENT CALENDAR

Motion was made by Johnson/Garnes to approve the consent calendar including approval of minutes of the October 16, 2018 regular meeting; approval of Resolution No. 1404-2018 adopting a Travel Expense Reimbursement Policy; approval of Resolution No. 1405-2018 and adopting an Amended Salary Table for the position of Wastewater Superintendent. Motion carried 3-0.

REPORTS/STAFF COMMUNICATIONS

City Manager/Staff Update

Mayor Wilson referred to the staff update provided in the Council packet and asked if the Council or public had any questions regarding the report.

Mayor Pro Tem Johnson referred to the Water Department update and asked staff if there was a common thread regarding the multiple water leaks that recently occurred.

Water/Roadways Superintendent Jensen explained that sometimes leaks are related to temperature changes and that the leak on Monument and Pacific was a challenge to repair because the water lines were not where they were supposed to be.

City Manager Knopp announced that staff received notification that the initial review of the application on the California River Parkways Grant Program related to river access trails that was originally scheduled to be completed by the end of October, was extended to the end of November.

SPECIAL PRESENTATIONS/STUDY SESSIONS

Presentation on Potter Valley Project

City Manager Knopp provided a staff report and said since the Potter Valley Project will be a major topic of discussion for the next few years, suggested the Council pull out the information provided in the Council packet and keep it as reference material for future discussions.

He commented that Craig Tucker, a consultant representing the County, was present to provide a presentation to the Council to update them on the Potter Valley Project, the Eel River watershed and the next steps in this process. He reviewed the reference material included in the Council packet and turned the discussion over to Mr. Tucker.

Mr. Tucker stated that he spent the past 15 years working on the Klamath Dam re-licensing process for the tribe and is now working with the County of Humboldt to address issues related to the Eel River and Potter Valley Project re-licensing. He explained that there are some remarkable features about the Eel River, noting that it is the third largest watershed entirely in California. He said in 1905, the Eel River Power and Irrigation Co. began construction on the Potter Valley Project beginning with construction of the Cape Horn Dam, creating Van Arsdale Reservoir, and a one-mile long tunnel connecting the Eel River to the Russian River in Potter Valley. In 1921, Scott Dam was constructed further upstream creating a 94,000-acre-ft. reservoir known as Lake Pillsbury, which allowed for water diversion and power generation year-round. Even though the mouth of the Eel River is nearly 200 miles north of the mouth of the Russian River, the Potter Valley Project connects the two rivers at their headwaters.

He explained that the Potter Valley Project, currently owned by PG&E was developed with hydropower in mind however; value as a power producer has diminished over time. In May 2018, PG&E announced its intent to put the Potter Valley Project up for auction because the cost of relicensing, operations, and maintenance is greater than the value of the power produced. He said the Potter Valley Project provides significant out-of-basin diversion to the Russian River watershed that supports agriculture and water supply to Mendocino and Sonoma Counties. Despite the project's lack of value as a power plant, there is considerable interest in maintaining the Potter Valley Project because of the water diversion and economic benefits to those counties. The County of Humboldt however; believes that decommissioning and full or partial removal of the Potter Valley Project is inevitable and that restoration of fish populations in the Eel River would be best achieved through removal of Scott Dam to allow fish passage to spawning and rearing habitat areas.

The County of Humboldt will actively participate in the hydropower re-licensing process administered by the Federal Energy Regulatory Commission working with Congressman Jared Huffman's Potter Valley Project Ad Hoc Committee to explore the potential transfer of the Potter Valley Project to a regional multi-county entity. He said the goal is to advocate restoring the Eel River's natural flow to allow for beneficial uses within the Eel River including reliable water supply, fish populations that support sustainable harvest opportunities, and recreational opportunities.

He compared the removal of Scott Dam to current conditions and noted that changes in flows in the Eel River get smaller as you go downstream. He said the hydrologist was asked to do model of the flows from Scotia and that Sonoma County seems to be amenable to it.

Mayor Wilson said with regard to the 2014 Water Curtailment by the State, that Rio Dell was restricted to 50-gallons per day per resident. To lift the curtailment the law said that the City had to prove there were adequate flows from the Eel River. A study was done measuring the flows from Scotia and the curtailment was removed. He suggested the study reflect that flows were better than anticipated.

City Manager Knopp also noted that the City also diversified its water sources and added a backup water supply and now has access to an aquifer through the Metropolitan Wells however; the wells have a significant amount of manganese so they are likely not directly fed from the Eel River.

Mr. Tucker noted that the FERC relicensing is a 5-10 year process and Supervisor Fennell emphasized the importance of Rio Dell to be informed of the process related to the Potter Valley Project and potential impacts to the Eel River basin.

Mayor Wilson asked if the City would need to make a statement in the form of a Resolution stating the City's concerns regarding flows of the Eel River and the City's water supply. He said that during the drought, the residents were able to reduce usage by 50% but it simply would not work to cut off the water supply from the Eel River completely.

Mr. Tucker suggested the communities within the Eel River basin group together with a common agreement. He said that there are still a lot of scientific studies that need to be completed including a fish production model to determine the effects to the fish due to the magnitude of the water diversions. He pointed out that even though the project is early in the game, it is time to identify questions and concerns so they can be addressed in the studies.

Mayor Wilson commented that back in the 1960's or 1970's, the Swayze Dam was blown up which altered the Eel River significantly and increased the level of sediment in the river.

Mayor Pro Tem Johnson noted that according to his calculations, 23 million cubic yards of sediment would need to be removed from the Eel River to bring it back to where it was previously.

Mr. Tucker explained that different strategies will be used depending on whether mercury exists or not but there needs to be a better understanding of the sediments.

Councilmember Garnes asked if all of the questions would need to be answered before Potter Valley Project can be auctioned off.

Mr. Tucker explained that the license application could be amended with a change in ownership. He reviewed the process and said that PG&E announced their intent to sell and anyone interested fills out an application to determine eligibility and at that time, they are given secret information related to the project.

To conclude the presentation, he commented that Mendocino County and Potter Valley are forming a Joint Powers Agreement (JPA) to pursue acquisition of the project but Sonoma County who is realistically the only party that could successfully take over, have shown no interest at this point.

Presentation by LAFCo on Draft Municipal Services Review (MSR)

Colette Metz, AICP Executive Officer from LAFCo provided a presentation on the *Draft City of Rio Dell Municipal Service Review (MSR)* dated November 1, 2018.

She began by providing background on the role and responsibility of LAFCo and explained that LAFCo is an independent regulatory commission separate from the County and is responsible for implementing the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 for purposes of facilitating changes in local governmental structure and boundaries that fosters orderly growth and development, promotes the efficient delivery of services, and encourages the preservation of open space and agricultural lands. She said some of their duties include regulating jurisdictional boundary changes and the extension of municipal services including city and special district annexations, incorporations, consolidations, and other changes of organization.

She said the purpose of a Municipal Services Review (MSR) is to provide a comprehensive inventory and analysis of the services provided by local municipalities, service areas and special districts. LAFCo has no direct regulatory authority over cities and special districts but the MSR analyzes and discusses possible areas for improvement and may also serve as the basis to support a sphere of influence (SOI) update. Under Humboldt LAFCo's policy, a MSR is conducted prior to or in conjunction with its mandate to review and update each local agency's sphere of influence (SOI) every five years, or as necessary.

She continued with review of the three identified Sphere of Influence Study areas for Rio Dell for potential expansion based on City or landowner requests. The study areas included the following:

- 1) Green Diamond Resources Company Parcel
- 2) Community of Scotia Area
- 3) City Wastewater Disposal Irrigation Fields Area

The Green Diamond parcel adjacent to the Peninsula SOI Area included 42 acres (APN 205-111-039) and was requested to be included in the Rio Dell SOI by the landowner although the City indicated that that they do not support the inclusion of the parcel within the City's SOI.

The City of Rio Dell indicated an interest in including the unincorporated area of Scotia within Rio Dell's SOI due to the proximity of the two communities and shared social and economic ties and common interest in public services and facilities. It was noted that the Rio Dell Police Department has a mutual aid agreement with the Humboldt County Sheriff's Department and regularly provides goodwill response to emergency calls in Scotia. In addition, Scotia's aging wastewater treatment plant has implications for Rio Dell, who has expressed concerns of high coliform levels at their water intake facility, which is downstream from the Scotia wastewater treatment plant.

Ms. Metz noted that while both communities have shared interests and may continue to develop a more extensive relationship with regard to the provision of shared services and facilities in the future, at this time there is not enough information for LAFCo to recommend the Rio Dell SOI be expanded to include Scotia. She said the extension would require a more in-depth analysis of a potential merger of services for purposes of cost savings and service efficiencies. She indicated that the City of Rio Dell could submit a formal application to LAFCo to include Scotia within the SOI, or both communities could submit a joint application for a city merger with dissolution of the Scotia CSD at a future date if desired.

The third study area identified was the City Wastewater Disposal Irrigation Fields Area located adjacent to the city limits in the Metropolitan Road area, which was at the request of the city in anticipation of annexing the parcel into the city limits. She said given that the current owner of the parcel is the city and its use as the wastewater disposal irrigation site, inclusion within the city's SOI is appropriate and therefore recommended by LAFCo. At such time the city were to pursue annexation of this area into the city limits, it would be subject to rezoning and environmental review by the city and further review by LAFCo.

Mayor Pro Tem Johnson announced that there will be a couple of vacancies on LAFCo after the first of the year and encouraged the new councilmembers to apply for a position on the Board. He commented that serving on the Board opens your eyes on what is going on, not only in the city or county but also throughout the state.

Ms. Metz indicated that they would be sending out notices regarding the vacancies in December.

Ms. Metz announced that the next LAFCo meeting where they will be discussing the Draft MSR/SOI Update is scheduled for November 14, 2018 at 9:00 a.m. so any revisions to the draft document could be included prior to the meeting.

Mayor Pro Tem Johnson commented that with regard to the inclusion of Scotia in the city's SOI, his hope is that their CSD is totally successful but no one knows what the future will bring. As such, he wants to keep options open on both sides for potential annexation and possible shared services in the future.

Mayor Wilson stated that LAFCo was not in support of the prior proposed annexation of Scotia with Rio Dell and recommended the formation of the Community Services District (CSD). He asked Ms. Metz to review LAFCo's recommendation on what if any action the Council needs to take to retain inclusion of Scotia in the SOI as an option.

Ms. Metz explained the process for making their determinations and said that they go through each of the study areas and provide an analysis of why they should or should not be included in the SOI. She said the city requested the area of Scotia be included within Rio Dell's SOI so LAFCo addressed the city's concerns regarding public safety and shared public services and facilities. She reiterated that at this time the idea was worth mentioning but would be premature to expand the SOI to include Scotia without the city and Scotia working together to identify services and potential cost savings associated with merging the two communities. She added that there is not enough information for LAFCo to make that recommendation at this time.

Mayor Wilson also noted that Green Diamond Resources Co. wants the city to include their parcel in the SOI for economic reasons but they are not even here to address the proposal.

City Manager Knopp provided additional comments and said that the City appreciates that LAFCo staff has had the conversation regarding potential expansion of the City's SOI into Scotia. He noted that there are a couple of concerns the City has that are going to exist 10-20 years from now including risks associated with the police department providing mutual aid to Scotia, particularly in high-risk situations pointing out that Rio Dell Police Department is often the first to respond. He provided an example of a situation that occurred earlier this summer where Rio Dell Police responded to a call where there was a man wielding a knife at Hoby's Market. He said that these are the types of situations that can very quickly escalate into a shooting situation or incident where our officers are at risk. There is no requisite for them to manage security or safety in Scotia yet it is the city and the taxpayers that assume the risk in these types of incidents.

He added that Scotia in the past has had a very sizable business district and as the City Council is aware, cities are primarily funded through commercial development. In this case, the city bears the risk for providing law enforcement services without the revenue from those areas to fund the police services.

He said the other concern of the city is their severely aged wastewater treatment plant, which was constructed somewhere around 1954. Scotia has a brewery in operation and other industrial operations in addition to residential wastewater customers and their outfall is approximately ¼ mile from Rio Dell's water intake gallery. He commented that Randy Jensen, the City's Water Superintendent can report on the high levels of pollutants detected that are likely coming from Scotia yet the city has no ability or control to regulate their plant. He noted that since the last Community Services Review was done 10 years ago, millions of dollars have been spent on building infrastructure that will be around 50 years from now. He said the way that those pieces of infrastructure have been built creates a separation essentially between the two communities and makes it harder for the communities to integrate and share certain

common costs. Having individual regulatory costs and administrative apparatuses lead to increased costs for both communities so it would serve the interests of both communities to have those conversations each time the question comes up regarding whether to integrate the two communities or maintain two separate communities. He said it eventually trickles down to the rates citizens pay for water and sewer and it behooves the City to look at the most efficient way to operate utilities, and the most efficient way to provide law enforcement services that protects taxpayers. He commented that this is a good first step in terms of making sure this conversation occurs in the future between both communities in determining whether to integrate the two communities or maintain them as separate distinct communities. He reiterated that the risks that exist with the way the two communities currently operate are those of the ratepayers and citizens.

Mayor Wilson agreed that this is a conversation that needs to take place and the City Council is open to having those discussions but is not making a commitment at this time.

Mayor called for public comment in which no public comment was received.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Second Reading (by title only) and Adoption of Ordinance No. 371-2018 Establishing Vacation Dwelling Regulations, Section 17.30.335 of the Rio Dell Municipal Code (RDMC)

City Manager Knopp announced that the second reading and adoption of the ordinance would be continued to the next regularly scheduled meeting.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Johnson announced that he had a total of five more meetings as the City's representative on LAFCo and HCAOG and encourage the City be remain engaged in LAFCo.

The composition of the LAFCo Board was reviewed and Mayor Wilson commented that the faces in local government are going to be significantly different in the near future.

ADJOURNMENT

Motion was made by Johnson/Garnes to adjourn the meeting at 7:49 p.m. to the November 20, 2018 regular meeting. Motion carried 3-0.

Frank Wilson, Mayor

Attest:

Karen Dunham, City Clerk



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

November 20, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approval for an Amendment All Employee Contracts Adding Language Related to Spouses that are 65 Years of Age or Older and Eligible for Medicare Coverage.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the revision to section 12 of all employment agreements related stipends for Medicare eligible spouses and authorize the City Manager to execute.

BACKGROUND AND DISCUSSION

Staff was recently informed that medical insurance coverage under the City's current PACE Program (Anthem), does not cover dependents aged 65 and over. There are currently two (2) dependents that fall into that category. Effective December 31, 2018, coverage for those dependents will no longer be available. Employees who reach the age of 65 but are actively working will continue to be covered under the current medical plan so this provision will only apply to spouses/dependents of employees covered under the current plan that are 65 or older and eligible for Medicare coverage.

Presently the employee contracts provide for medical insurance coverage with the City paying 100% of the employee cost and 70% of the cost of a spouse and dependents.

The purpose of the proposed amendment is to add language to all employee contracts to address health insurance coverage for dependents 65 and over. Since employers are not allowed to offer individual health insurance plans, staff is recommending a stipend of \$150.00 per pay period to allow the employee/s to obtain individual insurance coverage for their spouse/dependent. This represents an annual savings to the City of \$2,256 per dependent based on the newly revised rates for dependent coverage of \$513/mo. (City's cost at 70%), effective January 1, 2019.

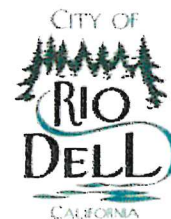
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Revised Section 12.

Section 12 of the Agreement is amended to add the following underlined text, and the Agreement shall hereafter be read and interpreted as if the following language exists:

If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty Dollars (\$150.00) (less applicable payroll taxes) per pay period effective and commencing on January 1, 2019, and applicable to the first pay period thereafter in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

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



**City of Rio Dell
Staff Report
City Council Agenda
November 20, 2018**

To: Members of the City Council
From: Kyle Knopp, City Manager
Date: November 20, 2018
Subject: Resolution 1406-2018 Public Works Purchase of Police Truck

RECOMMENDATION

It is recommended that the City Council approve Resolution No. 1406-2018 amending the Operating and Capital budget and transfer amounts for Public Works to purchase police truck through an interfund transfer.

Alternatives: Take no action or give alternate direction.

BACKGROUND

The Police Department purchased a four wheel drive Ford Dual Cab F-250 back in 2007 for \$27,581. The truck is no longer needed in the Police Department; however, Public Works is in need of a heavy duty truck for heavy duty towing and various workloads for the Water, Sewer, and Streets Funds.

The truck is in need of repairs, and the amount will be paid for out of the General Fund. If Council approves Resolution 1406-2018 Public Works will purchase the truck for \$7,293. This figure was derived from the Kelley Blue Book value. This includes any repairs and necessary maintenance (\$3,548) required to have the truck fixed prior to transfer. The remainder (\$3,745) will be transferred to the trust fund set up for purchases in the future towards new police vehicles.

BUDGETARY IMPACT

Transfer \$7,293 from Water (\$2,919), Sewer (\$2,919), and Gas Tax (\$1,459) Funds to the General Fund (\$7,293), and increase General Fund Appropriations \$3,548 to cover the repair of the vehicle.

ATTACHMENTS

Resolution 1406-2018 Budget Amendment and Operations Transfer



**RESOLUTION NO. 1406-2018
 A RESOLUTION OF THE CITY COUNCIL
 OF THE CITY OF RIO DELL
 AMENDING THE OPERATING AND CAPITAL BUDGET
 TO INCREASE APPROPRIATIONS
 FOR THE FISCAL-YEAR 2018-2019
 FOR PUBLIC WORKS PURCHASE OF POLICE VEHICLE**

WHEREAS, the City adopted Resolution 1389-2018 establishing the City’s Operating and Capital Budget for the Fiscal-Year 2018-19; and

WHEREAS, the City has approved and its 2018-19 fiscal year Operating and Capital Budgets and have identified additional costs that should be included to update the 2018-19 fiscal-year budget; and

WHEREAS, from time to time it is recognized that additional appropriations are necessary to cover costs for equipment; and

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby amend the City of Rio Dell 2018/19 Operating and Capital Budget including a transfer of funds for purchase of police vehicle for public works:

TRANSFER FUNDS

(\$ 3,745)	7000 00 096 0000 0000 – Trust Fund (Police Vehicle)
(\$ 3,548)	7000 00 000 0000 0000 – General Fund
\$ 1,459	7000 00 020 0000 0000 – Gas Tax
\$ 2,917	7000 00 052 0000 0000 – Sewer Capital Fund
<u>\$ 2,917</u>	<u>7000 00 062 0000 0000 – Water Capital Fund</u>
\$ --	Operating Transfer: To transfer funds from Public Works Funds to Trust Fund for future police vehicle purchase

BUDGET AMENDMENT

\$ 3,548	5213 07 000 0000 0000 – General Fund (Vehicle Repair)
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PASSED AND ADOPTED by the City Council of the Rio Dell on this 20th day of November, 2018 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk



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

November 20, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approval of Resolution No. 1407-2018 Amending the Budget and Authorizing the Purchase of a 2019 Ford F-150 for the Public Works Department.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution No. 1407-2018 and authorize the purchase of a new public works vehicle from Harper Ford.

Alternatives: Cancel vehicle purchase; direct staff to purchase the vehicle from Corning; reissue the bid or other alternate direction.

BACKGROUND AND DISCUSSION

As part of the FY 2018-19 Budget, the Council authorized a \$35,000 appropriation for the purchase of a new truck for the Public Works Department. The new vehicle will replace the 2004 Jeep Liberty which is in disrepair, unreliable and limited in its usefulness.

Solicitations were issued on October 26, 2018 and two responses were received. One from Harper Ford for \$35,753.79 and one from Corning Ford for \$35,595.17 for a difference in the bid price of \$158.62. Staff is recommending an exception to the bid procedures in this case due to the negligible difference in cost and in light of the staff time required to acquire the low-bid vehicle in Corning. It is staff's recommendation to purchase the new vehicle through Harper Ford in Eureka where staff time needed to acquire the vehicle will be minimal.

Staff is requesting a supplemental budget adjustment in the amount of \$1,000 (Water Fund 40%, Sewer Fund 40% and Gas Tax Fund 20%) to complete the purchase.

Public Works Vehicles			
	Year	Vehicle	Mileage
PW	2002	GMC 3/4 Ton diesel PU	132667
PW	2008	F-250 Utility Truck	69783
PW	1993	GMC Pickup	Odometer Broken
PW	2004	Jeep Liberty	127161
PW	2004	Ford F-450	49077
PW	1995	Ford F-350 '95	149642
PW	2003	Ford F-350	96743
PW	1978	Ford Street Sweeper	136195
PW	1978	GMC Vactor	132695

Attachments:

Resolution No. 1407-2018
 Vehicle Specs

///



RESOLUTION NO. 1407-2018
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING THE OPERATING AND CAPITAL BUDGET
FOR THE FISCAL-YEAR 2018-2019
FOR PUBLIC WORKS PURCHASE OF NEW TRUCK

WHEREAS, the City adopted Resolution 1389-2018 establishing the City’s Operating and Capital Budget for the Fiscal-Year 2018-19; and

WHEREAS, the City has approved and its 2018-19 fiscal year Operating and Capital Budgets and have identified additional costs that should be included to update the 2018-19 fiscal-year budget; and

WHEREAS, from time to time it is recognized that additional appropriations are necessary to cover costs for equipment; and

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

- 1.) amend the City of Rio Dell 2018/19 Operating and Capital Budget for increased appropriations for the purchase of Public Works Equipment:

\$200	6400 14 020 0000 9029	Gas Tax Fund
\$400	6400 14 052 0000 9029	Sewer Capital Fund
<u>\$400</u>	<u>6400 14 062 0000 9029</u>	<u>Water Capital Fund</u>
\$1,000	TOTAL INCREASED APPROPRIATIONS	

- 2.) Authorize the exception to bid and further direct staff to proceed with the vehicle purchase from Harper Ford.

PASSED AND ADOPTED by the City Council of the Rio Dell on this 20th day of November, 2018 by the following vote:

Ayes:

Noes:

Abstain:


Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk

2018/19 Ford F-150 Supercrew 4X4 (new)

 <p>The logo for the City of Rio Dell, California, features a circular emblem with a stylized landscape of trees and water. The text 'CITY OF RIO DELL CALIFORNIA' is arranged around the emblem.</p>	<p>City of Rio Dell</p> <p>Issued by Kyle Knopp, City Manager</p> <p>knoppk@cityofriodell. ca.gov</p>	<p>Issue Date: October 26, 2018</p> <p>Due Date: October 30, 2018</p> <p>Description: Public Works Fleet Truck</p> <p>Addendum:</p>
--	---	---

Summary: The City of Rio Dell is seeking bids from responsive and responsible dealers for a Public Works staff truck.

The vehicle must have the following in addition to the basic manufacturer specifications:

1. Max Trailer Tow Package (53C)
2. Class IV Hitch
3. Heavy Duty Payload Package (627)
4. Supercrew 6.5 Box
5. 4X4
6. 5.0 V8
 - a. * If available, we would like to look at a bid for the V6 Turbo Diesel as well with the same options.
7. 36 Gallon Fuel Tank

8. Black Vinyl Floor Covering
9. LED Warning Strobe Package
10. LT245/70R17E BSW all-terrain tires
11. Skid Plates
12. Vinyl or leather seats 40/20/40 Front, 60/40 Rear
13. Color: White
14. Aluminum Cross Box Toolbox
15. Vehicle must be new
16. Responses must include all taxes, titles & fees.

The City reserves all rights, including cancellation of the bid, waiver of minor irregularities and ability to change the above specifications.

###



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

November 20, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approval of Resolution 1408-2018 Authorizing the City Manager to Sign an Agreement for City Engineering Services

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution 1408-2018 authorizing the City Manager to execute an agreement for City Engineering services

BACKGROUND AND DISCUSSION

Services for City Engineer need to be advertised through a Request for Qualifications (RFQ) process every five years and the contract was last advertised in 2013. This process is necessary in order to remain eligible for reimbursement for various State and Federal sources of funding. The process to select a consultant is outlined in CalTrans' Local Agency Procedures Manual (LAPM).

On May 15, 2018 the City Council appointed Mayor Pro Tem Gordon Johnson, Water & Streets Superintendent Randy Jensen and City Manager Kyle Knopp to the City Engineering Selection Committee. The committee issued a Request for Qualifications (RFQ) on July 3, 2018. The RFQ was advertised on the City's website, by direct mail and also in the Northcoast Journal, resulting in three responses and subsequently three presentations from qualified firms on September 5, 2018. The committee unanimously rated GHD Inc. as the highest qualified firm to work on behalf of the City. This rating was across all categories for the committee.

On October 16, 2018 the City Council authorized the City Manager to negotiate a new contract with GHD Inc. and return to the Council for authorization to execute an agreement.

Attachment:

Draft Contract

///

RESOLUTION NO. 1408-2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH GHD INC. TO PROVIDE SERVICES TO THE CITY
OF RIO DELL DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the City of Rio Dell utilizes consultants to perform City Engineering Services for the City and the Department of Public Works; and

WHEREAS, City Engineering contracts are required to be advertised every five years; and

WHEREAS, the City has followed State and Federal regulations as outlined in the CalTrans Local Assistance Procedures Manual by issuing a Request for Qualifications (RFQ) to solicit these services and received statements of qualifications from three qualified potential vendors on August 3, 2018; and,

WHEREAS, the RFQ was published on the City's website, direct-mailed to local firms and published in the Northcoast Journal resulting in responses from three qualified firms; and,

WHEREAS, GHD Inc. was determined to be the most qualified firm by the City's Selection Panel and staff has negotiated fair and reasonable contract terms that are acceptable to GHD Inc.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Rio Dell as follows:

1. The City Manager is authorized to execute a professional services agreement with GHD Inc. to perform services for the City of Rio Dell Department of Public Works as the City Engineer.

PASSED AND ADOPTED by the City Council of the City of Rio Dell, State of California, on November 20, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Resolution No. 1408-2018 approved and adopted by the City Council of the City of Rio Dell on November 20, 2018.

Karen Dunham, City Clerk

**CITY OF RIO DELL
PROFESSIONAL SERVICES AGREEMENT
FOR CITY ENGINEER SERVICES**

This Agreement ("Agreement") for professional services is made on _____, 2018 between the City of Rio Dell, a California municipality ("City"), and GHD Inc. ("Consultant").

- 1. Scope of Services.** Consultant shall provide to City the professional services described in the Scope of Services, attached hereto as **Attachment A** and incorporated herein (the "Services"). Only the City's governing body or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.
- 2. Term.** This Agreement shall become effective on November _____, 2018, and shall continue in full force and effect until November _____, 2021, unless sooner terminated in accordance with Section 12, below ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for an additional two years, unless either party provides the other sixty (60) days prior written notice before the expiration of the Initial Term of its election not to renew this Agreement for the additional two year term. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.
- 3. Compensation.** For the full and satisfactory completion of the Services, City shall compensate Consultant on a Time and Materials as needed basis as described in **Attachment B**.
- 4. Prevailing Wage Laws.** Services by persons deemed to be employees of Consultant possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. Consultant has the sole responsibility to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, Consultant, at its expense, shall indemnify, defend (including Consultant's providing and paying for legal counsel for City), and hold harmless City, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.
- 5. Payment.** City shall pay Consultant for services satisfactorily provided during each calendar month within thirty (30) days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum:

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

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

5.6 an itemized summary of Allowable Reimbursable Expenses.

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

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

7. Consultant's Warranties.

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

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

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

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

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

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

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

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

City:	Consultant:
City of Rio Dell 675 Wildwood Ave. Rio Dell, CA 95562 Ph: (707) 764-3532 Attention: City Manager	GHD 718 Third Street Eureka, CA 95501 Ph: 707-443-8326 Attention: Office Manager

9. Indemnity.

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

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

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

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

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

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

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

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

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

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

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

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

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

10.4 The CGL policy must include the following endorsements:

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

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

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

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

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

12. Early Termination.

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

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

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

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

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

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

15. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY:

CONSULTANT:

s/ _____

s/ _____

Name/Title [print]

Name/Title [print]

Date: _____

Date: _____

Attachments:

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



Attachment A

**City of Rio Dell
City Engineer**

**Scope of Services
October 31, 2018**

INTRODUCTION

The services under this agreement are for GHD to provide Contract City Engineering services to the City. This attachment relates to the Professional Services Agreement between the City of Rio Dell and GHD Inc. dated June 14, 2013. This Attachment A replaces the three previous versions dated June 14, 2014 March 18, 2015, and January 15, 2016.

City engineering services will be provided by a suite of designated staff at specialized rates. The City Engineering contact for a particular task will report to the City Manager, and work on behalf of the City and City Council. Typically the City Engineer services will include various engineering reviews, attendance at staffing and Council meetings, regulatory agency meetings, summary memos to the council, and design, bidding and construction management assistance for various capital improvement plan projects, and other related City Engineering services as requested by the City. The City Engineer tasks will typically be completed by the primary City Engineering contact, but may require assistance from others at GHD. If a project requires greater effort or warrants individual tracking for funding or other reasons, a separate scope, budget, and schedule will be developed and used for that project.

SCOPE OF SERVICES

The scope of services is to provide City Engineering services including engineering, environmental, and related services as requested by the City. To help the City Manager track the efforts of the City Engineer, the following project phases will be set up and used to track time charged and to organize the related charges on invoices:

- Development Reviews
- Water System
- Wastewater System
- Roads and Trails
- Drainage
- Council and Staff Meetings
- Miscellaneous

For each of the above phases, notes will be provided for each time entry with a description of the work completed.

As requested by the City, sub-phases will be set up and tracked for specific projects or assignments so that project specific tasks can be tracked separately.

Exhibit A Designated City Engineering Staff and Rates

Table A.1 Designated City Engineering Staff		
Service Line	Primary Contact	Secondary Contact
City Engineering	Luke Halonen Luke.halonen@ghd.com	Rebecca Crow Rebecca.crow@ghd.com
Water/ Wastewater Treatment	Rebecca Crow Rebecca.crow@ghd.com	Thor Young Thor.young@ghd.com
Roads/Traffic/Civil Engineering	David Caisse David.caisse@ghd.com	Gavin Zirkel gavin.zirkel@ghd.com
Structural Engineering	Brian Crowell Brian.crowell@ghd.com	Steve McHaney Steve.mchaney@ghd.com
CEQA / NEPA/ Permitting	Misha Schwarz Misha.schwarz@ghd.com	Kerry McNamee Kerry.mcNamee@ghd.com
Hazardous Materials	Scott Harris Scott.harris@ghd.com	Misha Schwarz Misha.schwarz@ghd.com
Industrial Hygiene	Scott Harris Scott.harris@ghd.com	Misha Schwarz Misha.schwarz@ghd.com

Table A.2 Designated City Engineering Staff Charge Out Rates			
Name	US Standard Rate (\$/ hour)	City Engineer Rate (\$/ hour)	% discount
Rebecca Crow	\$185	\$130	-30%
Steve McHaney	\$255	\$175	-31%
Luke Halonen	\$125	\$110	-12%
Pat Kaspari	\$205	\$150	-27%
Thor Young	\$260	\$175	-33%
David Caisse	\$155	\$125	-19%
Gavin Zirkel	\$120	\$110	-8%
Brett Vivyan	\$155	\$125	-19%
David Jermstad	\$225	\$150	-33%
Brian Crowell	\$155	\$130	-16%
Rick Guggiana	\$210	\$150	-29%
Kerry McNamee	\$125	\$100	-20%
Misha Schwarz	\$195	\$130	-33%
Scott Harris	\$145	\$125	-14%
Julia Clark	\$110	\$100	-9%
* PLUS CONSUMABLES at \$6/hour			



2018-19 US West Fee Schedule

Principals:	\$210.00 - \$265.00	Information Technologists:	
Associates:	\$175.00 - \$245.00	◆ Level A	\$125.00
Specialist:	\$200.00 - \$250.00	◆ Level B	\$135.00
Engineers:		◆ Level C	\$150.00 - \$160.00
◆ Level A	\$115.00 - \$125.00	◆ Level D	\$170.00 - \$180.00
◆ Level B	\$130.00 - \$140.00	◆ Level E	\$195.00 - \$205.00
◆ Level C	\$145.00 - \$155.00	◆ Level F	\$225.00 - \$235.00
◆ Level D	\$160.00 - \$185.00	Database Analysts:	
◆ Level E	\$190.00 - \$220.00	◆ Level A	\$105.00
◆ Level F	\$225.00 - \$245.00	◆ Level B	\$120.00
Geologists/Hydrogeologists:		◆ Level C	\$135.00 - \$155.00
◆ Level A	\$125.00	◆ Level D	\$170.00 - \$190.00
◆ Level B	\$135.00	◆ Level E	\$205.00 - \$215.00
◆ Level C	\$145.00 - \$170.00	◆ Level F	\$220.00 - \$240.00
◆ Level D	\$175.00 - \$185.00	Technicians/Technologists:	
◆ Level E	\$195.00 - \$205.00	◆ Level A	\$85.00
◆ Level F	\$210.00 - \$230.00	◆ Level B	\$100.00 - \$110.00
Environmental Chemists/Scientists/Planners:		◆ Level C	\$110.00 - \$120.00
◆ Level A	\$100.00 - \$130.00	◆ Level D	\$125.00 - \$140.00
◆ Level B	\$115.00 - \$145.00	◆ Level E	\$145.00 - \$160.00
◆ Level C	\$130.00 - \$155.00	◆ Level F	\$180.00 - \$190.00
◆ Level D	\$140.00 - \$175.00	Draft/CADD:	
◆ Level E	\$165.00 - \$195.00	◆ Level A	\$75.00 - \$80.00
◆ Level F	\$195.00 - \$215.00	◆ Level B	\$90.00
Industrial Hygienists/Safety Professionals:		◆ Level C	\$95.00 - \$100.00
◆ Level A	\$120.00	◆ Level D	\$115.00 - \$125.00
◆ Level B	\$130.00	◆ Level E	\$130.00 - \$160.00
◆ Level C	\$140.00 - \$155.00	◆ Level F	\$135.00 - \$170.00
◆ Level D	\$165.00 - \$175.00	Technical Apprentices:	\$87.00 - \$98.00
◆ Level E	\$190.00 - \$200.00	Administrative Support:	\$70.00
◆ Level F	\$225.00 - \$235.00	Deposition:	\$350.00

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
7335	10/01/2018	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF SEPTEMBER 2018	359.59
7336	10/03/2018	[4109] ACCESS HUMBOLDT	SL FRANCHISE OVERSIGHT ON BEHALF OF LFA'S PER AGREEMENT OF JUNE 1, 2008	270.00
7337	10/03/2018	[6038] ACCURATE TERMITE & PEST SOLUTIONS	BI-MONTHLY PEST CONTROL @ 675 WILDWOOD AVE MONTHLY RODENT CONTROL @ 475 HILLTOP DR	275.00
7338	10/03/2018	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR USER LICENSES & SYSTEM SOFTWARE	193.00
7339	10/03/2018	[3975] AT&T - 5709	FAX LINE EXPENSES FOR SEPTEMBER 2018	42.23
7340	10/03/2018	[4603] CALIF. BUILDING STANDARDS COMMISSION	PERMIT ASSESSMENT FEES FOR JULY THROUGH SEPTEMBER 2018	12.60
7341	10/03/2018	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR OCTOBER	2,075.00
7342	10/03/2018	[2283] COASTAL BUSINESS SYSTEMS	MURATEC 2550 COPIER MAINTENANCE AGREEMENT 9/29/18 - 9/29/19	771.94
7343	10/03/2018	[6396] JEFF N CONNER	MEALS PER DIEM TO ATTEND POST MANAGEMENT COURSE	216.00
7344	10/03/2018	[5127] DELTA DENTAL	DENTAL INSURANCE FOR NOVEMBER 2018	2,253.43
7345	10/03/2018	[2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	BLOOD ALCOHOL ANALYSIS FOR AUGUST 2018	35.00
7346	10/03/2018	[2342] DEPT OF CONSERVATION DIVISION OF ADMIN.	DISABILITY ACCESS & EDUCATION FEES FOR JULY THROUGH SEPTEMBER 2018	9.69
7347	10/03/2018	[5568] DIVISION OF THE STATE ARCHITECT	DISABILITY ACCESS & EDUCATION FEES FOR JULY THROUGH SEPTEMBER 2018	36.80
7348	10/03/2018	[6411] EAGLELIFT, INC.	INJECT HDPR @ JOINTS TO LEAK SEAL AND FILL VOIDS; CONFINED SPACE MONITORING/MOBILIZATION/DEBRIS REMOVAL	30,126.20
7349	10/03/2018	[2407] FORBUSCO LUMBER	SIX - WEATHER MASTER GRAY	39.39
7350	10/03/2018	[2405] FORTUNA ACE HARDWARE	CAULKING; ROLLER COVER & FRAME; C&K INT PP1 FLT CEIL GL; RYLITCH LTX EGG ULTRA GL	108.91
7351	10/03/2018	[6440] GARCIA, ERIC	CUSTOMER DEPOSIT-REFUND	157.85
7352	10/03/2018	[5052] GHD, INC	ENGINEERING SERVICES TO REVIEW TSO & OTHER WW ISSUES WITH CITY AND RWQCB	247.00
7353	10/03/2018	[6486] GREEN TO GOLD ENTERPRISES LLC	ENGINEERING SERVICES FOR ATP APPLICATION 2018 SAFE ROUTES TO SCHOOL	29.34
7354	10/03/2018	[2750] HD Supply Facility Maintenance DBA: USA BLUEBOOK	EXTREME CONTRACTOR BAGS, 42 GAL FLUORESCENT FWT RED TABLETS; FLUORESCENT FLT YELLOW/GREEN TABLETS; REPLACEMENT SAMPLE CELLS FOR COLORIMETER; HACH DPD FOR 10 ML SAMPLE , SOLINST 102 WATER LEVEL METER	864.32
7355	10/03/2018	[5932] HIGH ROCK CONSERVATION CAMP	BRUSH CLEARING ON BLUE SLIDE ROAD	200.00
7356	10/03/2018	[6410] HUMBOLDT LODGING ALLIANCE	HCTBID TOT ASSESSMENT FEE FOR JULY THROUGH SEPTEMBER 2018	971.31
7357	10/03/2018	[6560] EDWARD D LEE	CLOTHING ALLOWANCE REIMBURSEMENT	183.37
7358	10/03/2018	[2551] MIRANDA'S ANIMAL RESCUE	ANIMAL CONTROL FOR SEPTEMBER 2018	1,000.00
7359	10/03/2018	[2570] NILSEN COMPANY	315 40# BAGS SOLAR SALT	1,563.12
7360	10/03/2018	[2569] NORTH COAST LABORATORIES, INC.	TOTAL COLIFORM BACTERIA 3X5 BOD/NFR	260.00
7361	10/03/2018	[4393] NYLEX.net. Inc.	SERVICE CALL FOR NETWORK OUTAGE DUE TO FAILED BATTERY BACKUP, MONTHLY MAINTENANCE FOR OCTOBER 15, 2018 THROUGH NOVEMBER 2018, LENOVO THINKCENTRE M710T	2,509.66
7362	10/03/2018	[5973] PRECISION INTERMEDIA	MONTHLY WEB HOSTING FEE FOR OCTOBER	30.00
7363	10/03/2018	[6349] RECOLOGY EEL RIVER	GARBAGE BAGS FOR SEPTEMBER 2018	428.40
7364	10/03/2018	[2659] RIO DELL PETTY CASH	CLEANING SUPPLIES	9.46
7365	10/03/2018	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR SEPTEMBER 2018	103.20
7366	10/03/2018	[2710] STARPAGE	PAGING SERVICE 10/1/18 - 10/31/18	12.95
7367	10/03/2018	[2719] STATE WATER RESOURCES CONTROL BD	OPERATOR-IN-TRAINING APPLICATION FOR CERTIFICATION GRADE I	125.00
7368	10/03/2018	[5108] WAHLUND CONSTRUCTION INC.	PERFORM CCTV INSPECTION OF APPROX 800 LF OF SEWER LINE NEAR 237 BELLEVIEW AVE	750.00

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
7369	10/03/2018	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR OCTOBER 2018	695.79
7370	10/03/2018	[2772] WENDT CONSTRUCTION, INC	REIMBURSEMENT FOR PERSONAL PROPERTY TAXES ON KYOCERA COPIER	
7371	10/03/2018	[2779] WILDWOOD SAW	WATER LEAK REPAIRS ON IRELAND & RIGBY AVE	3,430.85
7372	10/11/2018	[0576] 101 AUTO PARTS	.105 STIHL PREMIUM LINE; DIAMOND EDGE TRIMMER LINE .95 HD DRILL BIT; EASY OUT, 24 -AA INDUSTRIAL BATTERIES; AAA BATTERIES; NEBO LED FLASHLIGHT, IND BELT; 16" 12P COMMERCIAL WRENCH, 15" ADJUSTABLE WRENCH, SUPER HC IND V-BELT; GEAR OIL	34.61 704.82
7373	10/11/2018	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 9/28/18	60.00
7374	10/11/2018	[2283] COASTAL BUSINESS SYSTEMS	DOCSTAR MAINTENANCE AGREEMENT 8/8/18 TO 8/7/19	1,495.00
7375	10/11/2018	[2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	TWO EACH FINGERPRINT APPS; FINGERPRINT - FBI	49.00
7376	10/11/2018	[2405] FORTUNA ACE HARDWARE	MIDLAND 2-WAY RADIO; 25' 3 COND EXTENSION CORD; BUSHINGS; DISTILLED WHITE VINEGAR; FUSE TIME DELAY; PLUMBING TUBING, 30 EA PLUMBING TUBING	230.40
7377	10/11/2018	[5052] GHD, INC	ENGINEERING SERVICES FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT	16,394.50
7378	10/11/2018	[6486] GREEN TO GOLD ENTERPRISES LLC	PVC BALL VALVE, TEE & 90 ANGLE	9.24
7379	10/11/2018	[2437] HACH	aa REAGENT SET, CHLORINE FREE CL17	187.46
7380	10/11/2018	[2457] HUMBOLDT COUNTY CLERK-RECORDER	MAP COPIES	12.00
7381	10/11/2018	[2461] HUMBOLDT COUNTY TAX COLLECTOR	2018/2019 PROPERTY TAX ASSESSMENT #: 205-111-039	2,456.12
7382	10/11/2018	[6136] JB FABRICATION	DESIGN & CUT 8 BAFFLES FOR WATER FILTERS	361.58
7383	10/11/2018	[6016] LOEWINSOHN, ADINA	CUSTOMER DEPOSIT-REFUND	2.84
7384	10/11/2018	[5689] MENDES SUPPLY COMPANY	40-45 GAL BLACK GARBAGE BAGS	57.78
7385	10/11/2018	[4908] MITCHELL BRISSE DELANEY & VRIEZE	LEGAL SERVICES FOR SEPTEMBER 2018, LEGAL SERVICES FOR SEPTEMBER 2018, LEGAL SERVICES FOR SEPTEMBER 2018, LEGAL SERVICES FOR SEPTEMBER 2018, LEGAL SERVICES FOR SEPTEMBER 2018, LEGAL SERVICES FOR SEPTEMBER 2018	3,461.84
7386	10/11/2018	[2569] NORTH COAST LABORATORIES, INC.	HALOACETIC ACIDS; NITRATE AND/OR NITRITE; SUBCONTRACTED ANALYSIS	550.00
7387	10/11/2018	[6349] RECOLOGY EEL RIVER	NITRATE AND/OR NITRITE; TOTAL DISSOLVED SOLIDS	
7388	10/11/2018	[4215] ROCHA'S AUTOMOTIVE	.32 TONS GENERAL DEBRIS	66.32
7389	10/11/2018	[2319] SUDDENLINK	2003 FORD F-350 TRAILER BRAKE INSPECTION, INSTALL TRAILER BRAKE KIT	463.91
7390	10/11/2018	[6373] THATCHER COMPANY, INC.	MONTHLY BROADBAND, INTERNET & PHONE SERVICE 10/10/18 - 11/9/18	833.05
7391	10/11/2018	[6173] VACMASTERS	330 GAL TOTE SANI CHLOR 12.5 & CONTAINER DEPOSIT	799.12
7392	10/11/2018	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	CONTAINER DEPOSIT REFUND	
7393	10/11/2018	[2787] WYCKOFFS	FILTER, SPV or Sys3 SECONDARY 8" OD 3" ID 24" LONG RETIREMENT FOR PPE 9/28/18	238.47 5,392.20
7394	10/18/2018	[5381] ALTERNATIVE BUSINESS CONCEPTS	GALV PIPE, NIPPLES, TEES, BUSHING, ELBOW; BRASS TEE & BUSHING; GLUE 1/2" PT PURPLE PRIMER; RED HOT GLUE; 3/4" BRASS COUPLINGS; 3/4" SCH 80 MALE ADAPTER PRESSURE GUAGES BARNETT; AIR VALVES; UNIONS; GATE VALVES; COUPLINGS; ADAPTERS; PVC SCH 80 FITTINGS 4 EA PLASTIC VALVES;; 20 EA 80 UNION TXT MONTHLY MAINTENANCE & COPIER CHARGES FOR SEPTEMBER 2018	908.17 461.79

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
7395	10/18/2018	[2237] BANK OF AMERICA BUSINESS CARD	LEXMARK - TONER CARTRIDGE , ADOBE PRO DC MONTHLY SUBSCRIPTION CARROT-TOP INDUSTRIES; WIRE-CORE FLAGPOLE ROPE; CALIFORNIA FLAG; AMERICAN FLAG CARROT-TOP INDUSTRIES - ALUMINUM BALL FLAGPOLE ORNAMENT, INK TECHNOLOGIES - SAMSUNG INK TONER CARTRIDGES, CSMFO - LODGING , TRACTOR SUPPLY - SMALL TOOLS , THE LUBRIZOL CORP - THERMAL FLUID FOR DRYER , DEPOSIT FOR LODGING TO ATTEND CSMFO CONFERENCE , NATIONAL MAILBOXES - PEDESTAL DROP BOX , CA CITY MANAGEMENT FOUNDATION 2018-19 MEMBERSHIP , THE TRENCHLESS CO - TRACTOR CAMERA WORK , CA CITY MANAGEMENT FOUNDATION SEMINAR , COSTCO - BROTHER INK CARTRIDGES; BROTHER MONOCHROME LASER PRINTER , SHELL - FUEL , LODGING TO ATTEND TRAINING, LODGING TO ATTEND LOCC CONVENTION , AIRFARE TO ATTEND CCM FOUNDATION SEMINAR, PLATT ELECTRIC - BUS FUSES	11,485.66
7396	10/18/2018	[5944] COLANTUONO, HIGHSMITH & WHATLEY, PC	LEGAL SERVICES FOR SEPTEMBER 2018	140.00
7397	10/18/2018	[2405] FORTUNA ACE HARDWARE	FILM POLY BLK 6 MIL 20X100' 10 BOLTS; 2 GAL WHITE DISTILLED VINEGAR 12" ADJUSTABLE GROOVE LOCK PLIER; TWO STRING BEAD 4" WIRE WHEEL	175.25
7398	10/18/2018	[5052] GHD, INC	ENGINEERING SERVICES FOR DRINKING WATER INFRASTRUCTURE IMPROVEMENT FUNDING, PLANNING & DESIGN PROJECT	13,328.00
7399	10/18/2018	[2750] HD Supply Facility Maintenance DBA: USA BLUEBOOK	ROYCE MODEL 711 PORTABLE SS METER WITH 25' CABLE; TWO ELECTROLYTE FOR CLT10sc	2,661.36
7400	10/18/2018	[2484] INDEPENDENT BUSINESS FORMS	LASER PAPER FOR SHUT OFF NOTICES LASER PAPER FOR UTILITY BILLS	1,201.44
7401	10/18/2018	[6136] JB FABRICATION	REPAIR STAINLESS STEEL FITTING ON SLUDGE DRYER	400.00
7402	10/18/2018	[2569] NORTH COAST LABORATORIES, INC.	ANIONS BY ION CHROMATOGRAPHY; DRINKING WATER DIGESTION; GROSS ALPHA; HALOACETIC ACIDS; ICP-MS METALS; MERCURY; NITRATE AND/OR NITRITE; PERCHLORATE; RADIUM-228; TOTAL ORGANIC CARBON; TRIHALOMETHANES	1,210.00
7403	10/18/2018	[6100] NORTHERN CALIFORNIA GLOVE	SAFETY VESTS; GLOVES	239.30
7404	10/18/2018	[2603] PG&E	UTILITY EXPENSES FOR SEPTEMBER 2018	21,115.85
7405	10/18/2018	[3343] PITNEY BOWES RESERVE ACCOUNT	POSTAGE PURCHASE FOR RESERVE	400.00
7406	10/18/2018	[2694] SHELL OIL CO.	PD FUEL EXPENSES FOR SEPTEMBER 2018 , PW FUEL EXPENSES FOR SEPTEMBER 2018 , PD FUEL EXPENSES FOR OCTOBER 2018, PW FUEL EXPENSES FOR OCTOBER 2018	2,457.10
7407	10/18/2018	[4570] SHRED AWARE	SHREDDING	70.00
7408	10/18/2018	[2682] SMALL CITIES ORGANIZED RISK EFFORT (SCORE)	QUARTERLY PREMIUM FOR WORKER'S COMPENSATION INSURANCE 10/1/18 - 12/31/18	23,436.48
7409	10/18/2018	[6315] ST. JOSEPH HEALTH RURAL HEALTH CLINIC	MANDATORY MEDICAL SAFETY FOR WASTEWATER OIT	60.00
7410	10/18/2018	[2672] ST. JOSEPH HOSPITAL EUREKA	SART SANE EXAM ACUTE 18-0000260	1,800.00
7411	10/18/2018	[2779] WILDWOOD SAW	LOCKING LEVER FOR BLOWER	2.81
7412	10/24/2018	[2225] AQUA SIERRA CONTROLS, INC	SCADA PARTS	54.40
7413	10/24/2018	[5573] AQUAFIX	15 GAL GREASEZILLA	750.51
7414	10/24/2018	[4937] CALIFORNIA DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING BILLING JULY 2018 THROUGH SEPTEMBER 2018	254.84
7415	10/24/2018	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 10/12/18	60.00
7416	10/24/2018	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR NOVEMBER 2018	307.50

City of Rio Dell
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Ref#	Date	Vendor	Description	Amount
7417	10/24/2018	[2717] EUREKA TIMES-STANDARD	52 WEEK SUBSCRIPTION	281.78
7418	10/24/2018	[2750] HD Supply Facility Maintenance DBA: USA BLUEBOOK	ELECTROLYTE FOR CLT10sc	87.05
7419	10/24/2018	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR NOVEMBER 2018	17,012.36
7420	10/24/2018	[6605] KEN GRADY COMPANY, INC.	POWER SUPPLY; CHEMISTRY MODULE; PROPE MEMBRANES; ELECTROLYTE; TYGON & PVC TUBING; ACCESORIES KIT	6,163.06
7421	10/24/2018	[5569] BROOKE D E KERRIGAN	MILEAGE REIMBURSEMENT TO ATTEND TRAINING	237.62
7422	10/24/2018	[6496] MARTIN, EVELYN	CUSTOMER DEPOSIT REFUND	76.94
7423	10/24/2018	[3853] PETER MARTIN	CREDIT	25.34
7424	10/24/2018	[6100] NORTHERN CALIFORNIA GLOVE	PUBLIC WORKS CLOTHING ALLOWANCE : SIX T-SHIRTS	139.13
7425	10/24/2018	[4338] QUILL CORPORATION	16GB FLASH DRIVES; ALUMINUM CLIPBOARDS; LASER BUSNISS CARD STOCK; RUBBER BANDS;	103.33
7426	10/24/2018	[6349] RECOLOGY EEL RIVER	.26 TONS GENERAL DEBRIS; CAR TIRES	75.29
7427	10/24/2018	[5230] CAROL TILGMAN	CUSTOMER DEPOSIT REFUND	72.95
7428	10/24/2018	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 10/12/18	5,408.19
7429	10/24/2018	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR NOVEMBER 2018	429.22
7430	10/24/2018	[2772] WENDT CONSTRUCTION, INC	TWO LOADS TOPSOIL DELIVERED	650.00
7431	10/31/2018	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF OCTOBER 2018	359.17
Total Checks/Deposits				198,458.55

Ref#	Date	Vendor	Description	Amount
384946	10/05/2018	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE FOR OCTOBER 2018	-582.66
139-968	10/09/2018	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 09/28/2018.	-2,398.72
3046574	10/09/2018	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 09/28/2018.	-11,775.86
1000101406	10/15/2018	WITHDRAWALS	DEPOSITED ITEM RETURNED	-244.51
9424183	10/16/2018	WITHDRAWALS	BANK ANALYSIS FEE FOR OCTOBER 2018	-184.52
504-640	10/22/2018	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/12/2018.	-2,167.22
2208089	10/22/2018	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 10/12/2018	-10,992.54
Total EFT's/bank Withdrawals				-28,346.03

Ref#	Date	Vendor	Description	Amount
TRX TO PR	10/2/2018	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 09/28/2018	-31,801.35
TRX TO PR	10/16/2018	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/12/2018	-3,194.66
TRX TO PR	10/16/2018	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/12/2018	-27,437.44
TRX TO PR	10/30/2018	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/26/2108	-29,861.73
TRX TO PR	10/31/2018	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCOUNT FOR PPE 10/31/2018 FINAL PAYCHECK	-3,827.93
Total Transfer Between Accounts				-96,123.11



Staff Update – 2018-03-06

City Council

City Manager

Various discussions and meetings with Danco related to offsite improvements for Permanent Supportive Housing project.

Currently in hiring process with a candidate for Wastewater Superintendent.

Attended webinar on the latest legislation signed by the governor for this session.

Consultations with other agencies on a food waste composting program.

Various phone calls and consultations with State Water Board enforcement arm.

Discussions with Terra-Gen related to water services the city could offer the firm.

Attended a City Managers training in Newport over the November 3rd weekend.

Discussions with the County of the latest updates to the CEDS document (Comprehensive Economic Development Strategy).

Discussions with staff and state representatives related to the City's eligibility for CDBG grants and potential projects.

City Clerk

Processed two (2) Building Permits during the previous two week period:

- 1) 1125 Northwestern Ave. – Electrical (Pending)
- 2) 1227 Riverside Dr. – Re-roof (garage only)

Prepared and posted Notice of Upcoming Vacancies on Planning Commission.

Drafted proposed language for amendment to City Clerk's contract related to health insurance for Medicare eligible dependents.

Transcribed Minutes from the November 6, 2018 City Council meeting.

Prepared Proclamation and Staff Report – Human Rights Awareness Month.



Met with Joe Enes regarding demolition/construction of garage on parcel at Third and Davis.

Spoke to electrician related to electrical work proposed at 1125 Northwestern Ave.

Corresponded with Abe Fockaert on various issues related to his 4-plex project at Dixie and First.

Discussed with Finance Director and SCORE representatives the need for the City to provide property insurance coverage for CDBG properties without owner coverage.

Provided Chris Dart necessary forms and materials for submittal of building permit application for the DANCO Housing Project.

Corresponded with Alex Moore regarding proposed culvert work at Northwestern Ave. (discussed with Kyle and Randy).

Responded to request from Shawn Studebaker for address update (1125 Northwestern Ave.) for Temporary State License Permit.

Provided information on cannabis related fees and taxes to Nick Angeloff.

Handled various inquiries related to fencing regulations, animal control regulations and curfew hours for construction companies ie: concrete trucks working before 8:00 a.m.

Met with Prospero Gomez regarding regulations for mobile food vendors.

Responded to questions from Davina Gray regarding installation of propane tank and permit for forced air heater at rental on Second Ave.

City Attorney

Human Resources, Risk & Training

Finance Department

Public Works Water

Public Works Wastewater

Public Works Streets, Buildings and Grounds

Public Works City Engineer



Public Works Capital Projects

Police Department

The Department had the following statistics for the period of October 24 to November 13, 2018. This period of time saw a normal number of calls for service, but fewer incidents requiring reports. The number of arrests was normal during the time period.

Officer	Calls for Service	Reports	Arrests
Conner	49	6	0
Beauchaine	26	7	5
Carnahan	15	6	5
Totals	95 (5 unassigned)	8	10

During the period of October 24 to November 13, 2018, the Department opened two new cases dealing with abandoned or junk vehicles. During the same time period, the Department closed two cases. One car was towed by the City while the other was removed by the owner. As of November 13, 2018, there were three open junk vehicle cases.

During the period of October 24, 2018 to November 13, 2018, there were nine calls for service related to animal control issues. Two dogs, two cats and four kittens were transported to Miranda's Rescue during this time period.

Chief Conner attended the third and final session of the POST Management Course in Sacramento during this time frame. Sergeant Beauchaine and Officer Carnahan attended Criminal Mass Casualty Incident training at the fairgrounds along with members of the Rio Dell Volunteer Fire Department.

On October 28, 2018, Officer Carnahan was dispatched to a report of an assault in progress. When he arrived, he found two men in a struggle over ownership of a car. The aggressor in the struggle had hit the other man in the head with a metal pipe after being pepper-sprayed. The aggressor was arrested for assault with a deadly weapon and transported to jail. The other man was not seriously injured.

On October 30, 2018, Sergeant Beauchaine attempted to stop a motorcycle travelling at a high rate of speed on US 101 near the intersection with Highway 36. The motorcycle failed to yield and a pursuit ensued at speeds of up to 100 mph in light traffic. The motorcycle exited at Wildwood and the pursuit continued in the area between Pacific, Wildwood and Center Streets, where Chief Conner joined the fray. When it became apparent that the motorcyclist was not going to stop unless he crashed, the pursuit was terminated. The fleeing rider was last seen headed northbound on US 101 in the southbound lanes.



On November 8, 2018, Officer Carnahan was dispatched to a report of a man “nodding off” while behind the wheel of a car parked in a business parking lot. Officer Carnahan contacted the man, who was found to have a warrant for his arrest. He was taken into custody without incident. There were two children in the back seat of the car. They told Officer Carnahan that they had not eaten since the previous day. The car was filled with trash, including hypodermic syringes, some of which were not capped. Drug paraphernalia, including a digital scale with suspected heroin residue on it was also found near the driver’s seat. When the mother of the children exited the business, she was contacted also. A search of the area around her seat, and later her purse, found additional syringes and drug paraphernalia. She was also taken into custody. The two children were taken into protective custody and turned over to Child Welfare Services. The car was towed. The male driver of the vehicle was cited and released. The mother of the two children was found to have a serious and contagious infection and was transported to the hospital prior to booking at the jail on child endangerment charges. Due to the medical conditions of the people arrested, the Police Department and Officer Carnahan’s vehicle had to be professionally cleaned to prevent the spread of the infections.

Community Development Department

Intergovernmental

Humboldt-Rio Dell Business Park

Council Priority Areas

Street Work

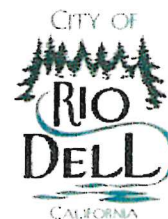
Interactions with the CTC on proposed project – in phase of developing additive bid items in case construction bids come in lower than anticipated.

River Access

Habitat Parcel

Code Enforcement

Access Humboldt



675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: knoppk@cityofriodell.ca.gov

TO: Mayor and Members of the City Council

FROM: Kyle Knopp, City Manager

DATE: November 20, 2018

SUBJECT: **Water Claim Adjustment – Extreme Circumstances**

BACKGROUND

Resolution 1102-2011 Water Bill Claim Adjustment Policy was adopted on January 18, 2011. The policy allows for a maximum of \$100 to be waived in circumstances where a customer “has incurred an extraordinarily high water bill by reason of excessive use of water due to an undetected water line break or leak, or excusable neglect.”

The circumstances of the current claim being presented for Council’s consideration has resulted in claimant’s water bill for the month of September totaling \$1,383 (431 units). The average water bill for this customer is \$55.98 (2-3 units) based on the past twelve (12) months. The current policy allows a maximum of \$100 to be waived, or in this particular case, \$1,283 due and payable.

The claimant has stated the residence was unoccupied for the entire month of the overage. It was determined by the City’s Water Superintendent that the water had gone down the drain and was therefore undetectable. The claimant has also presented to the City a bill showing that a leak was repaired on October 4, 2018. In light of the circumstances and lack of willful neglect, it is staff’s assessment that this is an extraordinary case and that the Council can be advised to consider an adjustment to claimant’s bill.

RECOMMENDATION

Staff recommends reducing claimant’s bill for a maximum of three (3) times the amount of the average bill, for a total of \$167.95; thereby reducing claimant’s bill by \$1,215.73.

Staff will bring back Resolution 1102-2011 Water Bill Claim Adjustment Policy for discussion and updates at a later date.

EXHIBIT A TO RESOLUTION NO. 1102-2011

CITY OF RIO DELL
WATER BILL ADJUSTMENT CLAIM FORM

Instructions

1. Only claims exceeding an average water bill by \$10.00 or more are eligible for adjustment.
2. Present this form (with receipts for corrective measures) to the Water Department at City Hall after completion.

NAME OF CLAIMANT: James Nunnely Nunnely

MAILING ADDRESS OF CLAIMANT: PO Box 275

ADDRESS OF WATER SERVICE: 240 Willow Lane

CONTACT PHONE NO: 499-7417 EMAIL: —

MONTH AND REASON FOR EXCESSIVELY HIGH WATER BILL:

Water Main Partially Dislodged from house
for undetermined Amount of time - September

Only claims involving water line leaks, breaks, excusable neglect or City negligence will be considered.

I HAVE MADE THE FOLLOWING REPAIRS TO MY WATER SYSTEM:

fixed by local Plumber replaced House/main
Connection

No adjustment will be considered unless appropriate repairs or corrective measures have been taken. Attach copies of receipts.

I, James C Nunnely (Print name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was signed on Oct 5, 2018. At Rio Dell, CA.

Bruce Keenan
Finance Director, City of Rio Dell - Witness

James Nunnely
Signature of Claimant

THIS SIDE TO BE COMPLETED BY CITY STAFF ONLY

Number of claims submitted by claimant during previous 24 months at any location and number of claims submitted by any claimant involving the same metered location: 0

Dates and locations of such claims: _____

Claimants are allowed only **ONE ADJUSTMENT** IN ANY 24 MONTH PERIOD.

Does the claimant's reason for the requested adjustment constitute justifiable cause for the requested adjustment? yes

Has the claimant made sufficient repair or taken other appropriate corrective measures to reasonably prevent repeated problems? yes

Are copies of receipts attached? yes

Is claimant current on payment of water bill as of the date of submittal? yes

What is the amount of the disputed bill? \$1,383.67

What is the claimant's average historical water bill? 55.98

What is the difference? 1327.69 50% credit amount is: 663.85 \$100 Maximum

Period used to calculate average water bill? Sept 2017 thru August 2018

CITY MANAGER'S DISPOSITION:

APPROVE CLAIM _____ DENY CLAIM _____

CITY MANAGER SIGNATURE _____

DATE CLAIM WAS APPROVED OR DENIED _____

RESOLUTION NO. 1102-2011

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF RIO DELL REPEALING RESOLUTION
NO. 770 AND ADOPTING A REVISED WATER
BILL CLAIM ADJUSTMENT POLICY

WHEREAS, the City Council of the City of Rio Dell has a policy of adjusting water bills of rate payers under certain limited circumstances; and

WHEREAS, Title 13, Chapter 13.05.030 of the Rio Dell Municipal Code permits the City Council to establish procedures for water bill disputes and Resolution No. 770 was adopted to establish a policy for formalizing the adjustment of water bills; and

WHEREAS, it is the desire of the City Council to repeal and replace Resolution No. 770 to reflect a change in the procedures for resolving water bill adjustment claims.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIO DELL, CALIFORNIA AS FOLLOWS:

SECTION 1. Claims for adjustment of water bills will only be reviewed if the amount of the claim is for ten dollars (\$10.00) or more. Claims for less than this amount will not be considered.

SECTION 2: Regardless of the amount of the disputed bill, no claim will be approved over the amount of one-hundred dollars (\$100.00).

SECTION 3: Claims for adjustment of water bills may be presented, reviewed, settled, and approved by the City Manager of the City of Rio Dell without further approval of the City Council under the following circumstances and under the following conditions:

- a. Only one (1) claim for adjustment shall be allowed in any 24 month period.
- b. Claims shall be allowed only on sufficient proof to the City Manager that the claimant has incurred an extraordinarily high water bill by reason of excessive use of water due to an undetected water line break or leak, or excusable neglect.
- c. Claims shall only be allowed in circumstances in which extraordinarily high water bill exceeds the average monthly water bill by ten dollars (\$10.00) or more based on the previous 12 month water consumption at the metered location or any reasonable formula deemed appropriate at the City Manager's discretion.

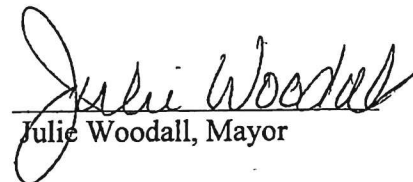
- d. The amount of the adjustment shall be no more than 50% of the difference between the average monthly water bill and the high water bill represented on the water claim provided the total claim adjustment amount does not exceed \$100.00.
- e. Adjustments will only be considered after repairs have been made. The claimant shall present to the City Manager sufficient proof of repair of the water line break or leak by providing a receipt for repair parts or an invoice from a plumber for the repair, or justifiable cause for the neglect.
- f. No claim shall be considered if the claimant is not current with payment of his/her monthly water bill as of the date the claim is submitted.
- g. All claims shall be presented to the City Manager who shall review the claim for fulfillment of the above conditions. Pursuant to Rio Dell Municipal Code Title 13, Chapter 13.05.030, as may be amended, the City Manager is hereby authorized to administratively settle claims meeting the minimum standards as set forth in Section 3 of this Resolution without further approval of the City Council of the City of Rio Dell. Nothing herein shall, however, be construed to prevent the City Manager from seeking City Council approval of any claims presented pursuant to this Section.

SECTION 4: In all circumstances in which the claim for adjustment arose out of alleged negligent conduct by any employee or agent of the City arose out of alleged negligent maintenance or dilapidated condition of City owned property, the claim shall be submitted to the City Council for its consideration. This provision shall not, however, be construed to mean that the City Council will allow any such claims.

SECTION 5: All claims for adjustment shall be submitted within two months of the date of the water billing statement on a Water Bill Adjustment Claim Form attached hereto as "Exhibit A".

PASSED AND ADOPTED by the City Council of the City of Rio Dell this 18th day of January, 2011 by the following vote:

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


 Julie Woodall, Mayor

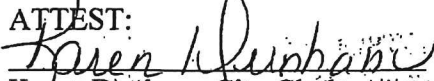
ATTEST:

 Karen Dunham, City Clerk

EXHIBIT A TO RESOLUTION NO. 1102-2011

**CITY OF RIO DELL
WATER BILL ADJUSTMENT CLAIM FORM**

Instructions

1. Only claims exceeding an average water bill by \$10.00 or more are eligible for adjustment.
2. Present this form (with receipts for corrective measures) to the Water Department at City Hall after completion.

NAME OF CLAIMANT: _____

MAILING ADDRESS OF CLAIMANT: _____

ADDRESS OF WATER SERVICE: _____

MONTH AND REASON FOR EXCESSIVELY HIGH WATER BILL:

Only claims involving water line leaks, breaks, excusable neglect or City negligence will be considered.

I HAVE MADE THE FOLLOWING REPAIRS TO MY WATER SYSTEM:

No adjustment will be considered unless appropriate repairs or corrective measures have been taken. Attach copies of receipts.

I, _____ (Print name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was signed on _____, 20 ____, at Rio Dell, CA.

City Clerk, City of Rio Dell - Witness

Signature of Claimant

THIS SIDE TO BE COMPLETED BY CITY STAFF ONLY

Number of claims submitted by claimant during previous 24 months at any location and number of claims submitted by any claimant involving the same metered location: _____

Dates and locations of such claims: _____

Claimants are allowed only **ONE** adjustment in any 24 month period.

Does the claimant's reason for the requested adjustment constitute justifiable cause for the requested adjustment? _____

Has the claimant made sufficient repair or taken other appropriate corrective measures to reasonably prevent repeated problems? _____

Are copies of receipts attached? _____

Is claimant current on payment of water bill as of the date of submittal? _____

What is the amount of the disputed bill? _____

What is the claimant's average historical water bill? _____

What is the difference? _____ 50% credit amount is: _____

Period used to calculate average water bill? _____

CITY MANAGER'S DISPOSITION:

APPROVE CLAIM _____ DENY CLAIM _____

CITY MANAGER SIGNATURE _____

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



For Meeting of: November 6, 2018
 Consent Item; Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: October 23, 2018

Subject: Text Amendment to Establish Vacation Dwelling Unit Regulations, Section 17.30.340 of the Rio Dell Municipal Code (RDMC).

Recommendation:

That the City Council:

1. Open the public hearing, receive staff's report establishing Vacation Dwelling Unit Regulations, Section 17.30.335 of the Rio Dell Municipal Code (RDMC); and
2. Take Public Comment; and
3. Discuss, Deliberate and Make a Motion and a Second; and
4. Find that the proposed amendment has been processed in accordance with Section 17.35.010 of the Rio Dell Municipal Code (RDMC), Sections 65350 – 65362 of the California Government Code and the California Environmental Quality Act (CEQA); and
5. Adopt Ordinance No. 371-2018 recodifying Section 17.30.340 "Yards" to Section 17.30.350 and establishing Vacation Dwelling Unit Regulations, Section 17.30.340 of the Rio Dell Municipal Code (RDMC).

Background

As reported at your meeting of October 2nd, staff was recently contacted by a local resident who was interested in renting out their second unit as a vacation dwelling unit

Again, staff has worked with the Fire Protection District in preparing the draft regulations and has incorporated suggestions by the District.

Staff presented a number of talking points to the Planning Commission and to your Council. Your Council concurred with the recommendations of the Planning Commission, including the elimination of restricted visiting hours. Your Council also directed staff to remove the occupancy limits. Staff has made the recommend changes to Ordinance No. 371-2018.

The text amendment was scheduled for the second reading and adoption at your meeting of October 16, 2018. Councilmember Strahan raised two issues related to the text amendment, including Section 17.30.340(3)(a)(i) and what she believed was staff's omission of the changes recommended at your meeting of October 2, 2018.

In regards to Section 17.30.340(3)(a)(i), Councilmember Strahan questioned the recommendation that Vacation Dwelling Unit permits be ministerial. Below is a copy of the recommended language:

(i) An approved vacation dwelling unit permit shall be obtained prior to operation. Vacation dwelling unit permits shall be ministerial, without discretionary review or a hearing.

Apparently, Councilmember Strahan would like the words "*shall be ministerial, without discretionary review or a hearing*" removed. Staff and the Planning Commission recommend that Vacation Dwelling Unit permits be ministerial and not discretionary. If the permits were discretionary they would have to go through the Conditional Use Permit process and to the Planning Commission. This would cost the applicants approximately \$500 to \$600 in fees and up to four weeks in time before the Planning Commission could consider the permit.

Councilmember Strahan also believed that the Council's recommendation to eliminate visitor hour restrictions and occupancy limits was not incorporated into the Ordinance. The recommended changes were in fact incorporated into the Ordinance that was presented to the Council at your meeting of October 16, 2018.

Occupant limits were originally included in Section 17.30.340(8)(b) and visitation limits were originally included as Section 17.30.340(8)(c). Both provisions were removed as directed by the majority of the Council (Councilmember Johnson dissenting). Below is a redline showing the redaction:

Section 17.30.340(8)(a) & (b)

~~(b) The maximum number of occupants allowed in a vacation dwelling unit shall not exceed 2 persons per bedroom plus an additional 2 persons (e.g. a 2-bedroom unit may have 6 occupants). Children aged 8 and under are not counted toward the occupancy total.~~

~~(c) The total number of visitors and occupants at a vacation dwelling unit shall not exceed a number greater than double the maximum number of occupants (e.g. a 2-bedroom unit with a 6 occupant limit, may have a total of 12 people at one time).~~

At the meeting of October 16, 2018, Councilmember Johnson again raised his concerns regarding the elimination of occupant limits and visitor hour restrictions and the possible impacts to the neighborhood in which the vacation dwelling unit is located.

Zone Reclassification Required Findings:

1. The proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected.

General Plan Policy LU-17 calls for the City to “Strengthen and diversify the local economy and maintain and improve property values”. The proposed amendment can help the local economy by providing visitor serving accommodations which will hopefully stimulate other local businesses. In addition, the proposed amendments will generate some Transient Occupancy Taxes. There are no General Plan policies that would discourage or prohibit the proposed amendments. The proposed amendments are consistent and compatible with the General Plan.

2. The proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA).

The primary purpose of the California Environmental Quality Act (CEQA) is to inform the decision makers and the public of potential environmental effects of a proposed project.

Based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a *significant* effect on the environment. Where it can be seen with certainty that there is no possibility that the project in question may have a significant effect on the environment, the project is not subject to CEQA. Based on the nature of the proposed amendments, staff

believes there is no evidence to suggest that the amendments will have a significant effect on the environment.

Attachments:

Attachment 1: Ordinance No. 371-2018 Establishing a Vacation Dwelling Unit regulations.

Attachment 2: Vacation Dwelling Unit Permit Application.

ORDINANCE NO. 371-2018



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL TO RECODIFY SECTION 17.30.340 "YARDS" TO SECTION 17.30.350 AND ESTABLISHING VACATION DWELLING UNIT REGULATIONS AS SECTION 17.30.340 OF THE RIO DELL MUNICIPAL CODE (RDMC) AND

WHEREAS staff was recently contacted by a local resident who was interested in renting out their second unit as a vacation dwelling unit; and

WHEREAS these types of units are known as Air B&B's. Vacation dwelling units are different than Bed and Breakfasts because the owner/operator does not have to reside in the residence; and

WHEREAS staff has worked with the Fire Protection District in preparing the draft regulations and has incorporated suggestions by the District; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Sections 65350 – 65362 of the California Government Code; and

WHEREAS the City has reviewed and processed the proposed amendment in conformance with Section 17.35.010 of the City of Rio Dell Municipal Code; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the proposed amendments are consistent and compatible with a comprehensive view of the General Plan and any implementation programs that may be affected; and

WHEREAS the City Council finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed minor amendments have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and

WHEREAS the proposed amendments have been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA); and

WHEREAS the City Council has determined that the proposed amendments are Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

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

1. Finds that the proposed amendments are in the public interest and consistent with an overall comprehensive view of the General Plan; and
2. Finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendments have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and
3. Finds that based on the nature of the proposed amendments, the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a *significant* effect on the environment; and
4. Approves and adopt Ordinance No. 371-2018 establishing Vacation Dwelling Unit Regulations, Section 17.30.335 of the Rio Dell Municipal Code (RDMC).

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

Section 1

Section 17.30.340 "Yards" is recodified as Section 17.30.350.

Section 2

§ 17.30.340 VACATION DWELLING UNITS

(1) Purpose and Intent.

The purpose and intent of the vacation dwelling unit regulations are:

- (a) To provide the opportunity for vacation rentals for transient use within Urban Residential (UR), Suburban Residential (SR), Suburban (S) and Rural (R) zones.
- (b) To regulate the location and number of vacation dwelling units within Rio Dell.

- (c) To mitigate impacts on parking by requiring the use of existing off-street parking facilities.
- (d) To protect the visual appearance and character of residential zones.
- (e) To minimize disruptions to surrounding neighborhoods.
- (f) To ensure that all vacation dwelling units are operating with valid business licenses and paying all applicable taxes and fees.

(2) Definitions.

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(a) "Good Guest Guide" means a document provided to occupants by the property owner that summarizes general rules of conduct, consideration, respect, and potential remedial actions. In particular provisions, for parking, occupancy limits, emergency response, and minimizing noise and quiet hours shall be included.

(b) "Occupant" means a person in possession of, or with the right to use, any public or private dwelling or lodging for sleeping purposes. As used in this chapter, an occupant is a person sleeping overnight at a vacation rental unit.

(c) "Property" means a parcel of land in its entirety, including all structures within the parcel boundaries.

(d) "Transient Use" means any contractual use of a dwelling or portion thereof for residential or sleeping purposes by an occupant, for any period of time which is less than 30 consecutive days.

(e) "Vacation Dwelling Unit" means an entire dwelling which is contracted for transient use. The dwelling shall provide complete independent living facilities for 1 or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. A vacation dwelling unit is differentiated from a lodging house or Bed and Breakfast Inn in that a vacation dwelling unit is rented in its entirety, whereas lodging houses and Bed and Breakfast Inns rent individual rooms. Bed and Breakfast Inns go further by having a full time resident inhabiting the dwelling unit, and may provide 1 or more meals to occupants.

(f) "Visitor" means a guest of an occupant visiting temporarily at a vacation dwelling unit, but not an overnight "occupant."

(3) Permits, Application Requirements, Fees, Inspection and Notice Requirements.

(a) Permits.

(i) An approved vacation dwelling unit permit shall be obtained prior to operation. Vacation dwelling unit permits shall be ministerial, without discretionary review or a hearing.

(ii) Individual properties with multiple vacation dwelling units need only acquire a single vacation dwelling unit permit; however, property owners adding a new vacation dwelling unit to an existing permit shall be required to reapply for a vacation dwelling unit permit.

(iii) Vacation dwelling unit permits shall be subject to annual review and no-fee renewal by the Department of Community Development.

(iv) A vacation dwelling unit permit shall lapse and become void by July 31st of each year unless the business license for the vacation dwelling unit is renewed and in good standing, all applicable taxes and fees are paid, and there are no outstanding Police, Fire, or Building Department violations.

(v) If a vacation dwelling unit permit lapses, a new vacation dwelling unit permit shall be required.

(vi) Unless a lapse occurs pursuant to division (a)(iii) above, approval of a vacation dwelling unit permit shall run with the land and shall be fully transferable to a new property owner provided the new property owner obtains a business license within 2 months of the purchase of the property.

(b) Application Requirements.

(i) Applications for vacation dwelling unit permits shall be filed with the Community Development Director on forms provided by the Department.

(ii) Each vacation dwelling unit applicant shall designate a local emergency contact person on the application form, including a 24-hour-emergency contact phone number. That person may be the property owner, property manager, or designee, and that person shall live within 30 miles of the city limits so that he or she can respond personally to an emergency. The Development Services Department shall forward the emergency contact phone number to the Police Department and Rio Dell Fire Protection District, and shall notify the property owners within 100 feet of the property. The property owner shall immediately notify the Community Development Department in writing of any changes to the designated emergency contact person or number.

(c) Fees.

(i) Vacation dwelling unit permit applications shall be accompanied by fees established by resolution of the City Council to cover the cost of processing the application, noticing, and

inspections as prescribed in this subchapter. Existing vacation dwelling units in operation prior to the effective date of this subchapter shall not be subject to the vacation dwelling unit permit fee, provided the unit has a history of operating with a valid business license and has paid all applicable taxes.

(d) Inspections.

(i) All vacation dwelling units shall be inspected by the Building Department and the Rio Dell Fire Protection District for the required smoke alarms, carbon monoxide alarms, fire extinguishers (Type 2A10BC every 75 feet of travel distance, mounted in a conspicuous location, along the path of egress from the highest hazard area (i.e kitchen or laundry rooms)) and emergency egress prior to the approval of the required Business License.

(ii) Additional inspections may be required at the discretion of the Chief Building Official. The cost of any required inspection shall be borne by the vacation dwelling unit owner.

(e) Notice.

(i) Within 5 days of the approval or conditional approval of a vacation dwelling unit permit by the Director, written notice shall be mailed to the applicant and to all property owners within 100 feet of the vacation dwelling unit property.

(ii) The notice shall include the 24-hour emergency contact number for the vacation dwelling unit, and the procedure to appeal.

(4) Appeals.

(a) Except as provided in division (b) of this section, within 30 days following the decision of the Director on a vacation dwelling unit permit application, the decision may be appealed to the Planning Commission by the applicant or any property owner located within 100 feet of the vacation dwelling unit property. An appeal shall be filed with the City Clerk and state specifically wherein it is claimed there was an error or abuse of discretion by the Director. Notice of the date, time and place of an appeal to the Planning Commission shall be provided to all property owners located within 100 feet of the vacation dwelling unit property at least 10 days prior to the appeal meeting.

(b) The decision of the Director to deny the annual permit renewal may be appealed to the Planning Commission solely by the applicant. The appeal must be filed within 10 days of the date of denial.

(5) Business License Required.

Following the approval of a vacation dwelling unit permit, the property owner or vacation dwelling unit manager shall obtain a Business License before commencing operations. Property

owner or managers with multiple vacation dwelling units or properties need only acquire a single business license.

(6) Existing Vacation Dwelling Units; Permit Required.

Existing vacation dwelling units shall apply for a permit within 6 months of the effective date of this subchapter, and diligently pursue until approved to avoid abatement action.

(7) Development Standards.

All vacation dwelling units shall comply with the following development standards.

(a) Vacation dwelling units are principally permitted in the Urban Residential (UR), Suburban Residential (SR), Suburban (S) and Rural (R) zones.

(b) A vacation dwelling unit may either be a principal dwelling or a legally established secondary dwelling unit.

(c) A newly constructed vacation dwelling unit shall comply with the development standards and building requirements for residential dwellings, and may be operated as a vacation dwelling unit only after the Building Department has issued a certificate of occupancy for the dwelling unit.

(d) All vacation dwelling units shall have smoke alarms, carbon monoxide alarms and a fire extinguisher. Carbon Monoxide alarms are not required in dwellings which do not contain fuel-burning appliances and that do not have an attached garage.

(e) Existing off-street parking spaces shall be reserved for occupants of the vacation dwelling unit. Occupants shall be encouraged to park in existing, legal off-street parking spaces, in order to minimize impacts to on-street parking.

(f) The existence of the vacation dwelling unit shall not be apparent. The vacation dwelling unit shall not change the residential or commercial character of the property or neighborhood by the use of colors, materials, or lighting.

(8) Operation

(a) Vacation dwelling units shall not be permitted for any use other than transient occupancy or residential use.

(b) All vacation dwelling units shall be provided weekly garbage collection services. Trash and refuse shall not accumulate or be stored within public view, except in proper containers for the purposes of collection. There shall be no storage of trash and/or debris on the site or within the unit.

(c) Emergency preparedness information regarding local hazards, such as earthquakes and ocean related hazards, in a form approved by the city, shall be posted within the vacation rental in an easily visible location, such as the entry or kitchen area.

(d) The Good Guest Guide (House Rules) and the 24-hour emergency contact phone number shall be prominently placed for the occupants' use inside the vacation dwelling unit.

(e) In the event of an emergency, concerned persons are encouraged to promptly call the emergency contact number, and if appropriate, report the emergency through the 911 emergency calling system or the Police Department. It is unlawful to make a false report or complaint regarding activities associated with a vacation dwelling unit.

(f) The property owner and emergency contact shall act in good faith to resolve complaints regarding the vacation dwelling unit, and engage in dispute resolution with neighbors. The Community Development Department and/or Police Department shall investigate any vacation dwelling unit with recurrent emergency calls or complaints.

(g) If the vacation dwelling unit owner or emergency contact is deemed to be negligent in responding to an emergency situation more than 2 times in a 12-month period, or if more than 2 documented law enforcement violations occur in any 12-month period, the vacation dwelling unit permit may be revoked. The Director of Community Development may also revoke a permit if the vacation dwelling unit is deemed chronically non-compliant with the provisions of this chapter, or is negligent or remiss in correcting noted Building or Fire Code violations or issues. Documented, significant violations may include copies of citations, written warnings, or other documentation maintained by law enforcement, Fire Department, or Building Department.

(h) Properties with gated entries shall have a Fire Department approved device such as a Knox box with keys for the lock, Knox lock, or Knox key actuated switch on electric gates installed which permits emergency response vehicles and personnel to enter the property.

(i) Each individual holding a valid business license for a vacation dwelling unit existing at the time the vacation dwelling unit ordinance is adopted, shall be subject to the requirements of this subchapter upon its effective date. In order to avoid abatement proceedings, the owner of an existing vacation dwelling unit shall apply for a vacation dwelling unit and permit and City of Rio Dell business license permit within 6 months of the effective date of this chapter, and diligently pursue the application unit approved.

(j) Violations of this chapter are punishable as either infractions or misdemeanors, pursuant to the provisions of Rio Dell Municipal Code. Each separate day in which a violation exists shall be considered a separate violation.

(9) Applicable Taxes.

The rental or other contractual use of a vacation dwelling unit shall be subject to a Transient Occupancy Tax ("TOT") and any other mandated taxes. Each vacation dwelling unit owner and/or manager shall comply with § 3.15 of the Rio Dell Municipal Code, which addresses the collection, record keeping, reporting and remittances of applicable TOT.

Section 3. Severability

If any provision of the ordinance is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

Section 4. Limitation of Actions

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

Section 5. CEQA Compliance

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

Section 6. Effective Date

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

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on October 2, 2018 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the November 6, 2018 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 371-2018 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on November 6, 2018.

Karen Dunham, City Clerk, City of Rio Dell

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



VACATION DWELLING UNIT APPLICATION

Please complete the information below and return the application with the required fees. If you have any questions, please do not hesitate to contact the City.

Property Owner

Name: _____
 Mailing Address: _____
 City: _____ St: ___ Zip: _____
 Phone: _____
 Email: _____

Applicant

Name: _____
 Mailing Address: _____
 City: _____ St: ___ Zip: _____
 Phone: _____
 Email: _____

Vacation Dwelling Unit Location

Address: _____

Assessor Parcel No. _____

Emergency 24 Hour Contact

Name: _____
 Mailing Address: _____
 City: _____ St: ___ Zip: _____
 Home Phone: _____
 Cell Phone: _____
 Email: _____

Vacation Dwelling Unit Information

Number of On-Site Parking Spaces: _____
 Number of Bedrooms: _____
 Smoke Alarms: Yes No
 Carbon Monoxide Alarms: Yes No
 Fire Extinguisher: Yes No
 Type of Fire Extinguisher¹: _____

¹ A Type 2A10BC every 75 feet of travel distance, mounted in a conspicuous location, along the path of egress from the highest hazard area (i.e. kitchen or laundry room)

Good Guest Guide

A "Good Guest Guide" shall be provided to the occupants and a copy to the City. The Good Guest Guide shall identify the Emergency 24 Contact person and house rules, including maximum occupants, quiet hours.

Fees

Inspection & Notice Fee: \$75.00	Business License: <input type="checkbox"/> \$34.00 – A <input type="checkbox"/> \$64.00 - B
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Business License fee are based on anticipated income of business. Class A Business Licenses have yearly gross receipts between \$500 and \$30,000. Class B Business Licenses have yearly gross receipts over \$30,000.

Applicable Taxes.

The rental or other contractual use of a Vacation Dwelling Unit shall be subject to a Transient Occupancy Tax ("TOT") and any other mandated taxes. Each vacation dwelling unit owner and/or manager shall comply with § 3.15 of the Rio Dell Municipal Code, which addresses the collection, record keeping, reporting and remittances of applicable TOT.

Owner's Authorization

I hereby authorize the City of Rio Dell to process this application. I have completed or reviewed this application and the Vacation Dwelling Unit Regulations, Section 17.30.335 of the Rio Dell Municipal Code. I declare under penalty of perjury, that the information contained herein is true and correct. I agree to hold harmless, indemnify and defend the City, its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of or in connection with this application.

Property Owner's Signature: _____ Date: _____

Staff Use

Receipt No: _____ Received By: _____ Date: _____

NOTES: _____

