



RIO DELL CITY COUNCIL  
CLOSED SESSION – 5:30 P.M.  
REGULAR MEETING - 6:30 P.M.  
TUESDAY, FEBRUARY 7, 2023  
CITY COUNCIL CHAMBERS  
675 WILDWOOD AVENUE, RIO DELL

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

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

Effective immediately, the City of Rio Dell will reopen City Council meetings held in City Hall Council Chambers to in-person attendance by the public. The public may also attend these meeting virtually through Zoom. The meetings will also be viewable via livestreaming through our partners at Access Humboldt via their YouTube channel or Suddenlink (Optimum) channels on Cable TV.

To maintain safety and minimize the health risks associated with COVID-19, participants may be required to complete an Attestation of Vaccination upon entering the City Council Chambers. Fully vaccinated participants will not be required to wear a mask. Unvaccinated participants must wear face coverings at all times while in the City Hall Council Chambers.

**Public Comment by Email:**

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

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

**Zoom Public Comment:**

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

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1) 2023/0207.01 - **Conference with Labor Negotiator**

Conference with Labor Negotiator, Kyle Knopp, City Manager – Rio Dell Employee’s Association, Rio Dell Police Officers Association and all Contract Employees

- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION
- F. RECONVENE INTO OPEN SESSION – 6:30 P.M.
- G. ORAL ANNOUNCEMENTS
- H. PLEDGE OF ALLEGIANCE
- I. CEREMONIAL MATTERS
- J. PUBLIC PRESENTATIONS

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

K. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Councilmembers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually following action on the remaining consent calendar items.*

- 1) 2023/0207.02 - Approve Minutes of the January 17, 2023 Regular Meeting **(ACTION)** 1
- 2) 2023/0207.03 - Approve Minutes of the January 27, 2023 Special Meeting **(ACTION)** 9



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|-------------------|---|----|
| 3) 2023/0207.04-  | Approve Minutes of the January 31, 2023 Special Meeting <b>(ACTION)</b>   | 16 |
| 4) 2023/0207.05 - | Approve Retroactive Earthquake Disaster Expenses <b>(ACTION)</b>  | 20 |
| L.                | ITEMS REMOVED FROM THE CONSENT CALENDAR   |    |
| M.                | REPORTS/STAFF COMMUNICATIONS  |    |
| 1) 2023/0207.06 - | City Manager/Staff Update <b>(RECEIVE &amp; FILE)</b>   | 33 |
| N.                | SPECIAL PRESENTATIONS/STUDY SESSIONS  |    |
| 1) 2023/0207.07 - | Presentation – Tobacco Free North Coast <b>(RECEIVE &amp; FILE)</b>   | 40 |
| O.                | SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS  |    |
| 1) 2023/0207.08 - | Authorize the City Manager to Execute the Memorandum of Understanding (MOU) with the County of Humboldt to Administer the City CDBG Projects and Programs <b>(DISCUSSION/POSSIBLE ACTION)</b>   | 50 |
| P.                | ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS  |    |
| 1) 2023/0207.09 - | Approve Resolution No. 1572-2023 Authorizing Staff to make application to the Department of Housing and Community Development (HCD) to redirect use of CDBG Program Income (PI) back to the City Owner-Occupied Rehabilitation Program and establishing a Residential Rental Rehabilitation Program <b>(DISCUSSION/POSSIBLE ACTION)</b> | 72 |
| Q.                | COUNCIL REPORTS/COMMUNICATIONS  |    |
| R.                | ADJOURNMENT   |    |

*The next regular City Council meeting is scheduled for  
Tuesday, February 21, 2023 at 6:30 p.m.*

**RIO DELL CITY COUNCIL  
REGULAR MEETING MINUTES  
JANUARY 17, 2023**

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

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

Others Present: City Manager Knopp, Chief of Police Allen, Finance Director Sanborn, Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor, Senior Fiscal Assistant Maciel and City Clerk Dunham

Absent: Community Development Director Caldwell

**ADDING UNLISTED ITEMS TO THE AGENDA**

Motion was made by Garnes/Woodall to add the following unlisted items to the agenda pursuant to Government Code Section 54954.2(b)(2) because the need to act arose subsequent to the agenda being posted.

- 1) Resolution No. 1567-2023 Proclaiming the Existence of and Declaring a Local Winter Storm Emergency
- 2) Resolution No. 1568-2023 Amending Resolution No. 1102-2011 – Water Bill Claim Adjustment Policy

Motion carried 5-0.

**PUBLIC PRESENTATIONS**

Mayor Garnes called for public comment on non-agenda items. There were no public comments received.

**CONSENT CALENDAR**

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

Motion was made by Carter/Woodall to approve the Consent Calendar including the following items:

- 1) Minutes of the January 3, 2023 Regular Meeting;
- 2) Resolution No. 1565-2023 Amending the City of Rio Dell's Authorized Plan Coordinator for the Mission Square 457 Retirement Plan; and

- 3) Resolution No. 1566-2023 Approving the Wendt Construction Co. invoice for Emergency Earthquake Repairs.

Motion carried 5-0.

## REPORTS/STAFF COMMUNICATIONS

City Manager Knopp provided a brief update on the earthquake event. He noted that there has been significant damage to the water distribution system and fortunately the treatment apparatuses are working properly including the backup wells which have been used quite heavily during the storms. However, there are significant deficiencies on the distribution side of the water system. Several years ago, the City submitted application to the State Water Resources Control Board to fund a capital improvement project replacing much of the smaller diameter lines throughout the community. Staff recently heard from the State Water Resources Control Board that the City has been prioritized for a \$12 million grant to replace a significant portion of the City's water distribution system. He said that staff expects an agreement with the State of California that spells out the details of the grant by the end of March with bids going out shortly thereafter, for potential construction this summer. He extended thanks to Senator McGuire and his staff and CalOES for helping to prevent the grant from getting delayed.

He also reported that the water distribution line on Birch St. failed today and as a result, staff will be working with local contractors to install a temporary line in anticipation of the Capital Improvement Program (CIP) to be able to come in and fully replace those lines, including water distribution to the individual property lines. That particular line has become significantly problematic and time consuming for staff.

With regard to wastewater, a significant amount of the earthquake damage the City has received is related to wastewater. The City is currently seeking funds for the Painter St. pipe upsizing and by correcting that, staff believes it will be the quickest, shortest method to end sanitary sewer overflows during significant rain events. Staff feels that could be implemented in relatively short order provided the State approves the funding.

City Manager Knopp said that the plan is to have a camera crew here on Monday to start doing visual inspections of the piping to help further define and put a price tag on the damage for the State. Other damages to the wastewater system include the chlorine generator and chlorine contact basin which will be very costly to repair or replace.

In addition, there is developing road damage that staff will need to investigate that appears to be getting worse, as well as a number of new cracks in the road infrastructure on Blue Slide Road, Monument Road and other locations.

He noted that housing is by far the biggest challenge. As of tonight, over 100 hotel rooms were utilized for displaced residents estimating over 200 individuals. That process is being managed by the County with commitment from the State to reimburse the County for the cost of those rooms.



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City Manager Knopp further reported that over 324 structures have been impacted by both the December 20, 2022 and January 1, 2023 earthquakes. This includes 64 red-tagged structures and over 92 dwelling units that were impacted.

The complicated factor with this disaster is that there is no federal designation of this event as a federally declared disaster. This is a significant problem as it means that there will be very limited funding available for private structures. Staff is working with the County of Humboldt to develop a series of options for people to explore in terms of repairing their homes as well as other options available for renters. These options will be extremely diverse and in many cases the programs will be income-based.

Potential funding sources identified included CDBG Program Income for owner-occupied home loans, HOME Program funding for low-income housing, \$1 million in ARPA funding committed from the County, private donations, USDA funding programs, and loans from the Small Business Administration (SBA), which is probably the quickest and perhaps the most effective programs for assistance for residents as well as businesses. Staff will be looking at other optional programs that will be presented at the next Town Hall meeting with Senator McGuire.

He noted that there are a lot of people working together including the Humboldt County OES, Sheriff Honsal, CalOES, and private philanthropies to try and present a diverse array of options for property owners to access. This is a very difficult process and it is quite possible that not everyone will receive funding assistance.

He noted that community cooperation is very important in working through this process and consistent vision for the Council because the ramifications of these seismic events will last a significant amount of time. This is one of the largest most impactful disasters in recent Humboldt County history.

He said that the written staff report provides additional information from department heads and called for questions from the Council.

Mayor Pro Tem Carter asked what the likelihood is of receiving funding for the Painter Street Upsizing Project.

City Manager Knopp said that it is difficult to say because unless the pipeline itself was damaged from the earthquake it may not qualify although there are other funding streams the City is pursuing. The City has support from CalOES who has been approaching the Water Quality Control Board to look at various funding options for that particular project.

Councilmember Wilson asked if the \$12 million in funding from the State for the Water Capital Improvement Program (CIP) was funding that was previously awarded or was new funding.

City Manager Knopp explained for clarification that the City has not received the money but expected to receive an agreement from the State by the end of March and the \$12

million is funding the City was seeking previously but was moved up on the list for funding.

Councilmember Woodall asked if the potential CDBG funding program would be the same as the prior CDBG Housing Rehabilitation Program.

City Manager Knopp explained that there is potential for owner-occupied rehab loans depending on a wide-array of qualifications people would have to meet, part of which is income.

### **SPECIAL PRESENTATIONS/STUDY SESSIONS**

#### Presentation – Small Business Administration (SBA)

Cynthia Cowell, Public Information Officer from the Office of Disaster Assistance provided a presentation on Small Business Administration (SBA) Disaster Assistance Loans. She explained that the SBA offers low-interest government loans to businesses of all sizes, to private non-profit organizations including churches, to homeowners and to renters to help recover losses as a result of the recent earthquakes. She said to date they have approved 20 home loans for a total \$624,600 and they are still working on business loans. She said that for homeowners, they can loan up to \$200,000 for repair/replacement of a primary residence including mobile homes and up to \$40,000 for repair/replacement of personal property including vehicles.

She explained that for businesses, including landlords they can loan up to \$2 million for both physical damage to the property, machinery, equipment, inventory and/or working capital to continue operations. She said that the goal is to keep businesses in the area to keep the community vital.

She further explained that they can offer funding for any uncompensated losses. For example, if someone has earthquake insurance but has a deductible, SBA can help with that deductible, or if a homeowner ends up getting a CDBG grant/loan, they can't duplicate that benefit. As such, it is important to work with a loan officer to keep them informed on other potential funding sources.

The interest rates for this disaster assistance are determined on quarterly rates based on the prime interest rate and the low rate for homeowners and renters is as low as 2.313%, for businesses it is 3.305% and for non-profit organizations it is 2.375%. The low rates would be offered to those who would have a hard time funding their own recovery. If a homeowner or renter has the ability to walk into a bank and get approved for a 2% loan for home repairs, then they don't need an SBA loan however; most banks will not be able to offer that rate.

Those affected by the disaster can rebuild stronger by increasing their SBA disaster assistance loan up to 20% of the verified physical damage to make mitigation improvements and generally borrowers have 2 years after the loan approval to request an increase for higher rebuilding costs, or for mitigation measures.

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Councilmember Wilson asked Ms. Cowell if she was located at the Local Assistance Center in Fortuna.

She said that she was not there, however there are 3 other staff people at that location to assist with the loan application process. The loan center in Fortuna would only be open until January 27 however, loan applications could be submitted online at [disasterloanassistance.sba.gov](https://disasterloanassistance.sba.gov) or by calling 1-800-659-2955 until March 8, 2023.

Mayor Garnes called for public comment on the presentation.

Larry Arsenault asked what the timeframe is for processing loan applications.

Ms. Cowell explained that they try to respond to applicants the day after their application is submitted. She said that the average time for processing a loan is 3 weeks depending on the complexity of the loan application.

**SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS**

Approve Appointment of Two Councilmembers to the Rio Dell Traffic Committee

City Clerk Dunham provided a staff report and said that at the January 3, 2023 regular meeting, the Council approved appointments of Councilmembers to serve on various boards, commissions, committees and task forces. The appointment of two Councilmembers to the Traffic Committee was apparently overlooked. She noted that Councilmember Wilson currently serves on the committee and provided he is willing to continue serving, one additional member needs to be appointed to fill the position vacated by Mayor Pro Tem Johnson.

Consensus of the Council was that Councilmembers Orr and Woodall be appointed to the Rio Dell Traffic Committee.

**ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Second Reading (by title only) and Approval of Ordinance No. 397-2023 Amending Chapter 5.40 "Cannabis Business Tax" Sections 5.40.260 and 5.40.290 of the Rio Dell Municipal Code (RDMC)

City Manager Knopp provided a staff report recommending the second reading and adoption of Ordinance No. 397-2023 amending the Cannabis Business Tax.

Mayor Garnes opened the public hearing to receive public comment on the proposed ordinance.

There being no further public comment, the public hearing closed.



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Motion was made by Carter/Woodall to conduct second reading (by title only) and approve Ordinance No. 397-2023 Amending Chapter 5.10 "Cannabis Business Tax" Sections 5.40.260 and 5.40.290 of the Rio Dell Municipal Code (RDMC). Motion carried 5-0.

**UNLISTED ITEMS ADDED TO THE AGENDA**

Resolution No. 1567-2023 Proclaiming the Existence of and Declaring a Local Winter Storm Emergency

City Manager Knopp provided a staff report and said that on January 9, 2023 President Biden approved an emergency declaration for California due to emergency conditions resulting from severe winter storms, flooding and mud slides beginning January 8, 2023 and continuing. The original declaration included nine (9) counties in California. On January 11, 2023, the White House extended the declaration to include fourteen (14) additional counties including Humboldt County.

He commented that the purpose of the resolution is to open the city up to potential FEMA funding, particularly related to the Sanitary Sewer Overflows and any other storm related damages.

Mayor Garnes called for questions or comments from the Council and the public. There were no comments received.

Motion was made by Orr/Carter to approve Resolution No. 1567-2023 Proclaiming the Existence of and Declaring a Local Winter Storm Emergency. Motion carried 5-0.

Resolution No. 1568-2023 Amending Resolution No. 1102-2011 Water Bill Claim Adjustment Policy

City Manager Knopp provided a staff report recommending approval of Resolution No. 1568-2023 amending the current Water Bill Adjustment Policy to allow adjustments to excessive water bills from water line breaks and leaks caused by the recent earthquakes.

The current policy offers ratepayers the ability to file claims involving water line leaks or breaks with a 50% credit on the difference between the customers average historical water bill and the amount of the disputed bill. The amended policy will offer 100% credit on the difference temporarily provided the claim is related to the earthquake disaster events of December 20, 2022 and January 1, 2023.

Councilmember Woodall reminded residents that under Section 3 (g.) it states that "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."

Mayor Pro Tem Carter supported the amendment to the water bill claim policy and said that it is nice to help residents in need.

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

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Motion was made by Carter/Woodall to approve Resolution No. 1568-2023 amending Resolution No. 1102-2011 Water Bill Claim Adjustment Policy. Motion carried 5-0.

**COUNCIL REPORTS/COMMUNICATIONS**

Mayor Pro Tem Carter commented that she attended a Chamber of Commerce meeting on January 6<sup>th</sup> where they received a presentation from the Small Business Administration (SBA). She reported that the Chamber received a \$5,000 donation and they are considering choosing the five most damaged businesses in town and giving it to them. She commented that she wrote a little column for the February Newsletter encouraged everybody to read it.

She then announced that there would be a Nuisance Advisory Committee meeting tomorrow at 3:00 at City Hall.

Councilmember Orr said that he participated in the Thursday night Town Hall and was looking forward to the next one. He noted that there was a lot of information provided, especially from SBA and information from the Earthquake Authority which was very helpful.

Councilmember Wilson reported that he attended a Humboldt Waste Management Authority meeting but had nothing significant to report.

Councilmember Woodall reported that the Humboldt Transit Authority (HTA) meeting for this month was cancelled. She agreed with Councilmember Orr that the Town Hall was well received and that the feedback from the community was positive. She asked staff to notify her of the next Town Hall ahead of time so she can help get the word out to the community. She expressed special thanks to Nick for facilitating the food giveaway and said he has been amazing.

She said that she was not able to attend the last Fire Department meeting because she was out delivering food but would have liked to attend and thank them for doing such a fantastic job throughout this disaster.

Mayor Garnes thanked everyone again including COAD who have been here from the start offering support, finances and food and that Nick, Jen and Allison have been amazing.

She reported that she would be attending a Seismic Safety Committee meeting in Sacramento and said that the Executive Director and the Seismic Safety Engineer would be coming to Rio Dell on Monday to tour the City to see the damages and hopefully support the City in the push for help.

**ADJOURNMENT**

Motion was made by Carter/Wilson to adjourn the meeting at 7:15 p.m. to the February 7, 2023 regular meeting. Motion carried 5-0.

Attest:

\_\_\_\_\_  
Debra Garnes, Mayor

\_\_\_\_\_  
Karen Dunham, City Clerk



**RIO DELL CITY COUNCIL  
SPECIAL MEETING MINUTES  
JANUARY 27, 2023**

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

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

Absent: Councilmember Orr (excused)

Others Present: City Manager Knopp and City Clerk Dunham

**PUBLIC PRESENTATIONS**

Mayor Garnes called for public comment on non-agenda items. No public comment was received.

**SPECIAL MEETING MATTERS**

Study Session – Earthquake Disaster Response Priorities

City Manager Knopp provided an update on the earthquake response efforts and said that the purpose of the study session is for the Council to establish priorities. Staff would then return to Council at a Special meeting on Tuesday, January 31, 2023 for formal adoption of a prioritization list for the recovery phase and to approve a Resolution authorizing the City Manager to award a contract for emergency repairs to the Birch Street waterline.

He provided an update on the damaged structures and said that currently there are 91 red-tagged structures (125 dwelling units), and 257 yellow-tagged structures. He provided site maps identifying the locations of the red and yellow tagged structures reflecting the magnitude of the earthquake damages.

City Manager Knopp then reviewed the funding sources available to residents and said that it was confirmed that there will be no FEMA disaster declaration so they will not be providing any assistance in the form of grants or loans because the disaster does not meet the required threshold for funding. As such, there is no governmental funding available for individual properties with the exception of The American Rescue Plan Act (ARPA) funding that the County has dedicated for the disaster.

He explained that most of the dollars that are being thrown out are re-allocations of existing funding sources such as Cal-Home dollars or CDBG dollars that are essentially being re-prioritized for disaster response. He noted that each of those funding sources is unique and difficult to manage administratively and not particularly designed for emergency response type scenarios.

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He said that the City is very appreciative of our friends at the County who have been tremendous in this response and have provided an additional \$1 million in funding. He said that CalOES has also opened up the hotel voucher program which made it possible to put many of the displaced residents in hotels in Fortuna and Eureka.

City Manager Knopp commented that the other sources of funding are primarily philanthropic donations and the primary collector has been the Humboldt Area Foundation. He urged everyone to check out their website which shows where those funds are going.

He explained that the City is switching from the initial emergency recovery phase to the long-term recovery strategy. Given the fact that the Federal government is not stepping in, the community's options are limited.

He said that one of the benefits of philanthropic donations is that 501(c)(3) non-profit organizations have extra leeway in terms of how they distribute funding. Staff is talking with Habitat for Humanity and several other groups to go over potential solutions on how new funding coming in can be channeled towards the relief efforts. He pointed out the amount of money that has been discussed is extremely limited and much of the of the money already donated has already been disbursed.

As such, there is not enough money to meet every need so each of those needs will need to be prioritized and some will need to be de-prioritized in moving forward. There are basically three categories which are: red-tagged which are not safe to occupy, yellow tagged which have restricted use and the third category which are those that are displaced. He noted that the County has been great in terms of opening up hotel rooms for the displaced but at the same time, there are some prioritization issues with that program that need to be addressed.

As a local jurisdiction, the City Council needs to weigh in on where the donor money needs to go and to be loud and clear because there is no doubt that Rio Dell was the single-most impacted jurisdiction.

Mayor Garnes commented that a majority of the funds that were available have been depleted since they were spent on things such as meals that were made available to anyone rather than just those who were impacted the most.

City Manager Knopp explained that there were two basic phases of the emergency. The first couple of weeks when the City was out of water and electricity, portable bathrooms and showers were provided along with pallets of bottled water and food trucks from the World Central Kitchen. As the situations improved and power and water were restored, the operations were scaled back.

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He noted that there are certainly a lot of people in need but it is a question of prioritization of how to approach the situation in moving forward. In the first phase of the recovery, clear goals need to be established which is to end the displacement of those that have become homeless which starts with the red-tagged homes. These are obviously the people with the greatest need. He said that some residents are able to work on their own homes as seen on the current list of building permits issued. However, there will be people who fall through the cracks such as renters.

He said that staff will be bringing back a resolution at the special meeting for Council approval spelling out the prioritization. This is an opportunity for the Council to provide advice or recommendations to staff on what they would like to see in the prioritization.

Mayor Garnes said that red-tagged homes must be top priority. She pointed out that there were people that were not able to go into their homes to get personal items and people with pets were not allowed to take them to hotels or in some instances only one pet was allowed when they had multiple pets.

Councilmember Woodall asked what could be done to help those people with red-tagged homes.

City Manager Knopp explained that staff has been working on options and has a meeting on Monday to discuss funding options from some 501(c)(3) groups potentially interested in working with the City to help. The prioritization framework is necessary to make sure there is a fair and equitable distribution of the funds. He said that the funds are limited which means that some people will be left out. With no federal assistance, the City is dependent on philanthropic dollars coming in.

Councilmember Wilson commented that it appears that there was some abuse with regard to the dumpsters and food give-away and asked if the expenditures as a result of the immediate response would be taken away from the \$1 million allocated from the County or is that something the City will be funding.

City Manager Knopp explained that the cost will be split depending on who ordered the supplies or services. It will mostly fall on the City but staff is working with the State to get those costs reimbursed. He noted that the City has had a great initial response to the crisis and multiple people came down to look at the damages and others came into town and took advantage of the free water and supplies. Staff asked CalOES if a residency restriction could be placed on the services to limit out-of-town use and they said that we could not.

Councilmember Wilson asked if there could be a committee or group to prioritize the red tagged-homes to determine which have the greatest need.



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City Manager Knopp explained that it ultimately falls to the City to make those judgment calls in terms of government funds and what services are provided; when it comes to philanthropic dollars, the City has no control and can only communicate the community's priorities.

He noted that the State cannot use tax dollars on private property so the City is very limited on what it can do. He said that the City's responsibility is primarily to the infrastructure in the City with an estimated \$5-6 million in damages to the water and wastewater systems. Without FEMA assistance, the City is extremely limited on what it can do for private citizens other than provide information on potential resources available to them. He pointed out that housing doesn't mean anything if we don't have a water and wastewater system, or a police department.

City Manager Knopp commented that this is probably the largest crisis in the history of the City but the City is not alone in the process as the County has been fully engaged as well as CalOES.

He said that there is money potentially coming in and by prioritizing the red tags, it's the most positive thing the City can do and channeling everybody into that is the number one priority. This is important because the County's hotel voucher system is only available for 6 months and we are already one month into it.

Mayor Garnes said that one thing that the Council needs to be aware of is that people with red-tagged homes can get back into the home and the structure can be sound with certain things repaired. It is important to focus on those things that will allow people to safely return to their home rather than fully repairing the entire damages.

City Manager Knopp agreed that getting as many homes as possible in habitable status is the goal while prioritizing the most vulnerable people. People that are able to take care of the repairs on their own need to do so in order to maximize those dollars for the most vulnerable such as the low-income people or those with disabilities.

Mayor Pro Tem Carter asked if that is how the red-tagged homes should be prioritized so government dollars are earmarked for infrastructure as much as possible.

City Manager Knopp pointed out that City funds are very limited and CDBG Program Income funds have already been put on the table for owner-occupied rehabilitation loans and restoring that program with the help from the County.

Councilmember Woodall said in prioritizing the red-tagged homes and with 62% of homes being rentals, is it the renter or the landlord that has to qualify as low-income.

City Manager Knopp said that this is what makes the decision somewhat complex because the renters are often the most vulnerable in terms of income.

Councilmember Woodall asked how many residents are currently on the hotel voucher program.

City Manager Knopp said that as of two days ago, there were 106 hotel rooms allocated and today it was down to 56 rooms. Some people only needed a room for a couple of days to get their home habitable. In moving forward, the hotel rooms will be prioritized to the red-tagged homes. He noted that the Red Cross is working on setting up a temporary congregate shelter at the Journey Church for people that no longer qualify for the hotel voucher program.

Mayor Garnes asked if the philanthropic donations would just be money or if there would be contractors coming in to help.

City Manager Knopp expected there would be a mix of volunteers and cash donations and with regard to Habitat for Humanity they rely a lot on volunteers. He noted that California has probably the strictest requirements for volunteers in that they have to be onboard and vetted by a non-profit organization.

Councilmember Woodall asked how much money was remaining in the CDBG PI fund and if the City Council still serves as the advisory board reviewing and approving the loans.

City Manager Knopp noted that program income funds are relatively flexible but it would have to be for owner-occupied homes. To be approved, they would have to meet certain income qualifications and debt requirements. There is a chance to also include rental properties but for a specified period of time the owner would have to offer below-market rent. He commented that the City does not have the capacity to manage the CDBG rehab loan program so the funds would essentially be turned over to the County to fund loans through their program. The program is extremely onerous to manage and California is known for being a poor-performance state in terms of getting competitive CDBG dollars out.

**Sharon Wolfe** addressed the Council regarding the CDBG Program and said that in prioritizing the red-tagged homes there are three buckets of money from what she understands. There is \$1.5 million set aside for owner-occupied houses but you must be at 80% below median income for the region to qualify. She said that most of the people that went to the school and signed up for this funding were rejected because of income qualifications. She said in prioritizing the red-tagged homes, the first thing the Council should look at is whether those red-tagged properties qualify for this \$1.5 million; then prioritize the red-tagged homes that don't qualify under that program. She commented that the City has homes that have secondary CDBG loans attached to them so the City has some skin in the game. She said that the City might want to consider fixing those homes with

**JANUARY 27, 2023 MINUTES**  
**Page 6**

CDBG dollars to protect the City's investment, some of which may be yellow-tagged as well as red.

She noted that everybody is coming to terms with the fact that there is no FEMA funding available and will be thinking about that when filing federal taxes. In addition, the State is focusing on the recent storms which makes it hard.

Regarding the City infrastructure, there was an old water system that apparently runs behind the homes on Painter Street. She said that her neighbors said that the City has an easement on the books for servicing that old water line. During the earthquake the old water line busted, flooding her neighbors back yard from a pipe that they didn't know existed. Because the leak is technically behind the meter, it is on them to repair. She indicated that the abandoned line broke when the water was re-pressurized after the earthquake. She said that the property owners are being told that it is their responsibility to fix the leak even though it is old City infrastructure.

She acknowledged that the City Council has a lot of decisions to make on very limited funding and was looking forward to the meeting next week to hopefully find some answers. She said that anything we can do to bring the media to Rio Dell to highlight the difficulties and to get the message out there that the City needs help is good.

Mayor Garnes pointed out that the County has been doing everything possible to try and get funds for Rio Dell which is greatly appreciated. She announced that the SBA is moving to the Rio Dell Chamber of Commerce/Community Resource Center and is extending their time here to February 10, 2023 for anyone who is interested in applying for a loan.

City Clerk Dunham said that the notice on extension of the SBA loan center was put on the City website today.

**Sharon Wolfe** said that she really appreciated the emphasis the City has been doing in putting signs up around town to let contractors know their responsibility in getting permits. She said that a lot of the problem with her house was due to shoddy work by contractors from the 1992 earthquake.

Councilmember Wilson commented that SBA has been very responsive in the loan process and said that there seems to be a lot more leniency with owner-occupied structures.

A special meeting was scheduled for Tuesday, January 31, 2023 at 4:00 p.m. for approval of the prioritization list and approval of a contract for emergency repairs.

**ADJOURNMENT**

**JANUARY 27, 2023 MINUTES**  
**Page 7**

Motion was made by Carter/Garnes to adjourn the meeting at 4:55 p.m. to the January 31, 2023 special meeting.

\_\_\_\_\_  
Debra Garnes, Mayor

Attest:

\_\_\_\_\_  
Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL  
SPECIAL MEETING MINUTES  
JANUARY 31, 2023**

Mayor Garnes called the Special meeting of the Rio Dell City Council to order at 4:03 p.m.

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

Absent: Councilmember Orr (excused)

Others Present: City Manager Knopp, Community Development Director Caldwell, Water/Roadways Superintendent Jensen and City Clerk Dunham

**PUBLIC PRESENTATIONS**

Mayor Garnes called for public comment on non-agenda items. No public comment was received.

**SPECIAL MEETING MATTERS**

Approve Resolution No. 1569-2023 Approving Earthquake Disaster Recovery Phase Prioritization

City Manager Knopp provided a staff report recommending approval of the prioritization on the earthquake disaster recovery phase. He explained that the Council needs to give a singular priority statement in the resolution which helps to communicate the Council's recommended priorities. He advised the Council that ultimately the philanthropy dollars and others that contribute are in control of the flow of money and the priorities they want to see utilized with those funds.

He noted that the resolution is advisory only and non-binding although it is important to get the facts on the table with the City Council voicing its concerns in this matter.

He provided review of the resolution outlining the details of the December 20, 2022 earthquake and subsequent aftershocks. He noted that this is an unprecedented event that demands the attention of our partners, friends and neighbors all working together to address these events. Despite the enormity of the lack of earthquake insurance and the level of displacement of residents and the damages, there will be no federal disaster declaration resulting in no government disaster assistance or for private property.

The most flexible dollars available for disaster specific relief are related to the \$1 million allocation from the County of Humboldt and philanthropic dollars already donated and future pending donations. These dollars however, are limited in quantity and come with some restrictions for their use and not controlled by the City of Rio Dell.

He said that the Council, at the Special Study Session on January 27, 2023, expressed the extreme importance for recovery efforts to be focused on the unprecedented displacement of individuals and families and that relief efforts need to focus on ending that displacement.

The resolution issues a prioritization statement ending the displacement of earthquake victims and requests the donors, non-profits, and government agencies consider, prioritize and fund the rehousing of earthquake victims. These individuals and families will primarily be red or yellow-tagged residents whose homes were determined to be uninhabitable.

Councilmember Wilson asked what percentage of structures in Rio Dell sustained damages as a result of the earthquake.

City Manager Knopp said that one-fifth or 1 in every 5 structures has been severely impacted with either a red or yellow tag.

Mayor Garnes called for public comment on the proposed resolution.

An unidentified person in the audience asked for the telephone number for grant assistance. He was directed to call (707) 441-5000 for information and assistance.

**Sharon Wolfe** asked for updated information on funding from non-profit organizations.

City Manager Knopp noted that he did not have any updated information to release at this time but said that the meeting on Monday went very well and hopefully the City will be bringing on some new partners to help with the recovery.

He noted that the next Town Hall with Senator McGuire was tentatively scheduled for February 8, 2023.

Motion was made by Carter/Woodall to approve Resolution No. 1569-2023 approving Earthquake Disaster Recovery Phase Prioritization. Motion carried 4-0.

Approve Resolution No. 1570-2023 Authorizing the City Manager to Award Contract for Emergency Repairs to the Waterline, Warf Hydrant and Street/Sidewalk at Birch Street

City Manager Knopp provided a staff report recommending approval of Resolution No. 1570-2023 authorizing the award of a contract for emergency repairs to the waterline, Warf hydrant and street/sidewalk at Birch St.

He reported that on the infrastructure side of things, the City sustained at least \$22 million in damages to the water and wastewater system, not to mention the streets, the school district building or fire hall. As a result of the earthquake, the Birch St. water line is in the process of failing with repairs required on a daily basis. He said that this situation can no longer continue to wait for the Capital Improvement Plan (CIP) project to begin. The CIP was



approved and includes plans for replacement of the Birch Street line but the agreements are not expected to be signed and in place until the end of March.

One of the other potential options was to install the pipe above ground however, the cost of implementing that was not feasible.

On an emergency basis, the City Attorney drafted the proposed resolution authorizing the City Manager to work with Wendt Construction and complete those repairs. The total cost estimate was \$109,287.

Water/Roadways Superintendent reviewed the timeline for the project and said the earliest date to start is in 2 weeks, with an estimated 2-3 weeks for completion of the project. He noted that this line should have been replaced 6 years ago and they are experiencing an average of 2 leaks a day in this particular line. In addition, the residents are upset with the service interruptions and quality of water.

Mayor Garnes asked if the residents on Birch St. would have water during construction.

Water/Roadways Superintendent Jensen indicated that residents would be connected to another line temporarily while the new line is being installed.

Councilmember Wilson asked for clarification that the City would be receiving the CIP grant but at a later date.

City Manager Knopp said that hopefully the grant agreements would be signed and approved by the end of March and that there is a good possibility the repair can be included in the infrastructure portion of the disaster relief for which the match requirement has not yet been determined, possibly as much as 25%.

Mayor Garnes asked if the repairs will be coming out of the water fund initially.

City Manager Knopp noted that it would initially come out of the water fund. There are a couple of different avenues to get the City reimbursed although it is possible there will be no reimbursement for this work. However, the grant award still stands and it will help to reallocate the grant dollars if necessary.

Mayor Garnes called for public comment on the proposed resolution.

**Sharon Wolfe** asked if the 25% match for the \$12 million is infrastructure grant money that was talked about previously or what specifically could require a 25% match.

City Manager Knopp said that the 25% required match is on the earthquake damage to the City infrastructure and that there is potential for the State to pick up a larger portion of that.

However, the terms are yet to be worked out. He said that the CIP and the earthquake damage funding are two separate items.

Motion was made by Woodall/Carter to approve Resolution No. 1570-2023 authorizing the City Manager to award a contract for emergency repairs to the waterline, Warf hydrant and street/sidewalk at Birch Street. Motion carried 4-0.

**ADJOURNMENT**

Motion was made by Wilson/Carter to adjourn the meeting at 4:20 p.m. to the February 7, 2023 regular meeting.

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Debra Garnes, Mayor

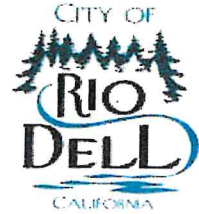
Attest:

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Karen Dunham, City Clerk

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



DATE: February 7, 2023  
TO: Mayor and Members of the City Council  
FROM: Travis Sanborn, Finance Director  
THROUGH: Kyle Knopp, City Manager  
SUBJECT: Retroactive Approval for Earthquake Disaster-Related Expenses

IT IS RECOMMENDED THAT THE CITY COUNCIL:  
Retroactively Approve Earthquake Disaster-Related Expenses

BACKGROUND AND DISCUSSION

Council approval of a budget amendment for FY 2022-23 is requested to increase appropriations to provide for additional expenses not known at the time of budget adoption. The December 20 Earthquake caused extensive damage to public and private infrastructure throughout the community of Rio Dell. The City's water system sustained significant damage requiring complete depressurization after numerous pipe leaks and breaks were discovered in the hours after the event. Local contractors were hired by the City of Rio Dell to assist with numerous water system failures throughout the community and portable sanitation units (Toilets and Showers) were provided to the public in the aftermath of the disaster. Below are the Earthquake related expenses requesting retroactive approval:

Wendt Construction: \$14,250  
Wahlund Construction: \$20,972.75  
BB Portable Toilets: \$124,655.79

Per Resolution No. 1227-2014, adopted June 24, 2014, budget transfers over \$10,000 within the same budget and fund require the recommendation of the City Manager and approval of the City Council. The City has created an Earthquake project number to capture expenditures related to the event and will be seeking reimbursement for a percentage of the total costs in coordination with CalOES at an appropriate time in the future.

ATTACHMENTS

Invoice #114672 - Wendt Construction  
Invoice #2212901 - Wahlund Construction Inc.  
Invoice #SO075 - BB Portable Toilets

**WENDT CONSTRUCTION CO., INC.**

3651 ROHNERVILLE ROAD  
 FORTUNA, CA 95540  
 (707) 725-5641 LIC. #622738

**Invoice**

|           |           |
|-----------|-----------|
| DATE      | INVOICE # |
| 1/25/2023 | 114672    |

|   |
|---|
| <b>BILL TO</b>  |
| City of Rio Dell<br>675 Wildwood Ave<br>Rio Dell CA 95562 |

| DATE         | ITEM | HRS/UNIT | EMPLOYEE | DESCRIPTION                                      | TERMS        | DUE DATE | PROJECT  |             |
|--------------|------|----------|----------|--|--------------|----------|----------|-------------|
|              |      |          |          |  | Net, 10 days | 2/4/2023 |          |             |
| 12/26/2022   | 8    | 7        | BRADLEY  | VACTOR MANHOLES AND HAUL TO SEWER PLANT:         |              |          |          |             |
| 12/27/2022   | 8    | 7.5      | THOMAS   | VACTOR TRUCK #8                                  |              | 275.00   | 1,925.00 |             |
| 12/30/2022   | 8    | 7        | THOMAS   | VACTOR TRUCK #8                                  |              | 275.00   | 2,062.50 |             |
| 1/5/2023     | 8    | 10       | THOMAS   | VACTOR TRUCK #8                                  |              | 275.00   | 1,925.00 |             |
| 1/7/2023     | 8    | 8        | BRADLEY  | VACTOR TRUCK #8                                  |              | 225.00   | 2,250.00 |             |
| 1/8/2023     | 8    | 4.5      | BRADLEY  | VACTOR TRUCK #8                                  |              | 275.00   | 2,200.00 |             |
| 1/8/2023     | L    | 1.5      | BRADLEY  | LABOR  |              | 275.00   | 1,237.50 |             |
| 1/11/2023    | 21   | 1        | BRADLEY  | TRUCK #21: 2 LOADS BASE DELIVERED TO SEWER PLANT |              | 105.00   | 157.50   |             |
| 1/14/2023    | 8    | 8.5      | BRADLEY  | VACTOR TRUCK #8                                  |              | 155.00   | 155.00   |             |
|              |      |          |          |  |              | 275.00   | 2,337.50 |             |
| <b>Total</b> |      |          |          |  |              |          |          | \$14,250.00 |

**Wahlund Construction Inc.**  
P.O. Box 6486  
Eureka, CA 95502

Phone (707) 268-0150

E-Mail: Rick@wahlcon.com

# INVOICE

DATE: 1/31/2023

INVOICE NO: 2212901

WAHLUND JOB NO.: 22129

**BILL TO:**

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

**PROJECT:**

22129 Emergency Waterline Repairs

**CONTRACT NO.:**

PO NO.:

TERMS: Net 30

| DESCRIPTION                              | AMOUNT   |
|--|----------|
| Rio Dell Emergency Waterline Repairs T&M |          |
| Extra Work Bill No. 001                  | 1,676.01 |
| Extra Work Bill No. 002                  | 3,593.59 |
| Extra Work Bill No. 003                  | 351.61   |
| Extra Work Bill No. 004                  | 3,409.50 |
| Extra Work Bill No. 005                  | 9,222.52 |
| Extra Work Bill No. 006                  | 2,719.52 |

*Please remit to above address.*

**AMOUNT DUE:**

**\$20,972.75**

**DAILY EXTRA WORK BILL**

EWB No. **001**

Hiring Party: CITY OF RIO DELL  
 Project Name: RIO DELL EMERGENCY WATERLINE REPAIRS  
 Description of Work: Called out to assist rio dell csd. Helped look for leaks and turn off any meter stops if leaking on property owners side.

Report Date: 12/21/2022  
 Performed Date: 12/21/2022  
 Wahlund Job No. : 22129

**Labor Charges**

| Line No. | Craft ID | Employee Name |           | RT Hrs. | OT Hrs. | RT Rate | OT Rate | Extended |
|----------|----------|---------------|-----------|---------|---------|---------|---------|----------|
|          |          | Initial       | Last      |         |         |         |         |          |
| L01      | OPERATOR | K             | SYVERTSON | 3.00    | 3.00    | 95.75   | 125.46  | 663.63   |
| L02      | LABORER  | M             | OU        | 3.00    | 3.00    | 72.45   | 93.52   | 497.91   |
| L03      |          |               |           |         |         |         |         | -        |
| L04      |          |               |           |         |         |         |         | -        |
| L05      |          |               |           |         |         |         |         | -        |
| L06      |          |               |           |         |         |         |         | -        |
| L07      |          |               |           |         |         |         |         | -        |
| L08      |          |               |           |         |         |         |         | -        |
| L09      |          |               |           |         |         |         |         | -        |
| L10      |          |               |           |         |         |         |         | -        |
| L11      |          |               |           |         |         |         |         | -        |
| L12      |          |               |           |         |         |         |         | -        |

RT Labor 504.60  
 OT Labor 656.94  
 Subtotal Labor 1,161.54  
 Markup 15% 174.23  
 Subsistence -  
 Other Expenses -  
**Labor Total: 1,335.77**

**Equipment Charges**

| Equipment ID | Equipment Description           | Hours | Rate  | Extended |
|--------------|---------------------------------|-------|-------|----------|
| E01          | W-32 UTILITY TRUCK - FORD F-350 | 6.00  | 49.31 | 295.86   |
| E02          |                                 |       |       | -        |
| E03          |                                 |       |       | -        |
| E04          |                                 |       |       | -        |
| E05          |                                 |       |       | -        |
| E06          |                                 |       |       | -        |
| E07          |                                 |       |       | -        |
| E08          |                                 |       |       | -        |
| E09          |                                 |       |       | -        |
| E10          |                                 |       |       | -        |
| E11          |                                 |       |       | -        |
| E12          |                                 |       |       | -        |

RT Equipment 295.86  
 Subtotal Equipment 295.86  
 Markup 15% 44.38  
**Equipment Total: 340.24**

**Materials/Specialist Work/Lump Sum or Unit Price Payment**

| Invoice No. | Invoice Date | Vendor Name | Invoice Description | Units | Unit Costs | Extended |
|-------------|--------------|-------------|---------------------|-------|------------|----------|
| M01         |              |             |                     |       |            | -        |
| M02         |              |             |                     |       |            | -        |
| M03         |              |             |                     |       |            | -        |
| M04         |              |             |                     |       |            | -        |
| M07         |              |             |                     |       |            | -        |
| M08         |              |             |                     |       |            | -        |
| M09         |              |             |                     |       |            | -        |
| M10         |              |             |                     |       |            | -        |
| M11         |              |             |                     |       |            | -        |
| M12         |              |             |                     |       |            | -        |

Material Costs: -  
 Markup 15% -  
**Material Total: -**

**TOTAL 1,676.01**



**DAILY EXTRA WORK BILL**

EWB No. **002**

Hiring Party: CITY OF RIO DELL  
 Project Name: RIO DELL EMERGENCY WATERLINE REPAIRS  
 Description of Work: Vactor down in 3 locations to 2inch water line to expose leaks put full circle repair bands on to resolve the leaks.

Report Date: 12/22/2022  
 Performed Date: 12/22/2022  
 Wahlund Job No. : 22129

**Labor Charges**

| Line No. | Craft ID | Employee Name |           | RT Hrs. | OT Hrs. | RT Rate | OT Rate | Extended |
|----------|----------|---------------|-----------|---------|---------|---------|---------|----------|
|          |          | Initial       | Last      |         |         |         |         |          |
| L01      | OPERATOR | K             | SYVERTSON | 3.00    | 3.00    | 95.75   | 125.46  | 663.63   |
| L02      | LABORER  | M             | OU        | 3.00    | 3.00    | 72.45   | 93.52   | 497.91   |
| L03      | LABORER  | H             | AGUIRRE   | 2.00    | 3.00    | 68.05   | 86.92   | 396.86   |
| L04      |          |               |           |         |         |         |         | -        |
| L05      |          |               |           |         |         |         |         | -        |
| L06      |          |               |           |         |         |         |         | -        |
| L07      |          |               |           |         |         |         |         | -        |
| L08      |          |               |           |         |         |         |         | -        |
| L09      |          |               |           |         |         |         |         | -        |
| L10      |          |               |           |         |         |         |         | -        |
| L11      |          |               |           |         |         |         |         | -        |
| L12      |          |               |           |         |         |         |         | -        |

RT Labor 640.70  
 OT Labor 917.70  
 Subtotal Labor 1,558.40  
 Markup 15% 233.76  
 Subsistence -  
 Other Expenses -  
**Labor Total: 1,792.16**

**Equipment Charges**

| Equipment ID | Equipment Description           | Hours | Rate   | Extended |
|--------------|---------------------------------|-------|--------|----------|
| E01          | W-32 UTILITY TRUCK - FORD F-350 | 6.00  | 49.31  | 295.86   |
| E02          | W-43 VACTOR TRUCK               | 5.00  | 254.12 | 1,270.60 |
| E03          |                                 |       |        | -        |
| E04          |                                 |       |        | -        |
| E05          |                                 |       |        | -        |
| E06          |                                 |       |        | -        |
| E07          |                                 |       |        | -        |
| E08          |                                 |       |        | -        |
| E09          |                                 |       |        | -        |
| E10          |                                 |       |        | -        |
| E11          |                                 |       |        | -        |
| E12          |                                 |       |        | -        |

RT Equipment 1,566.46  
 Subtotal Equipment 1,566.46  
 Markup 15% 234.97  
**Equipment Total: 1,801.43**

**Materials/Specialist Work/Lump Sum or Unit Price Payment**

| Invoice No. | Invoice Date | Vendor Name | Invoice Description | Units | Unit Costs | Extended |
|-------------|--------------|-------------|---------------------|-------|------------|----------|
| M01         |              |             |                     |       |            | -        |
| M02         |              |             |                     |       |            | -        |
| M03         |              |             |                     |       |            | -        |
| M04         |              |             |                     |       |            | -        |
| M07         |              |             |                     |       |            | -        |
| M08         |              |             |                     |       |            | -        |
| M09         |              |             |                     |       |            | -        |
| M10         |              |             |                     |       |            | -        |
| M11         |              |             |                     |       |            | -        |
| M12         |              |             |                     |       |            | -        |

Material Costs: -  
 Markup 15% -  
**Material Total: -**

**TOTAL 3,593.59**

**DAILY EXTRA WORK BILL**

EWB No. **003**

Hiring Party: CITY OF RIO DELL  
 Project Name: RIO DELL EMERGENCY WATERLINE REPAIRS  
 Description of Work: Hauled 324 excavator to job site with low bed.

Report Date: 12/23/2022  
 Performed Date: 12/23/2022

Wahlund Job No. : 22129

**Labor Charges**

| Line No. | Craft ID | Employee Name |      | RT Hrs. | OT Hrs. | RT Rate | OT Rate | Extended |
|----------|----------|---------------|------|---------|---------|---------|---------|----------|
|          |          | Initial       | Last |         |         |         |         |          |
| L01      | OPERATOR | A             | LOWE | 1.50    |         | 87.81   |         | 131.72   |
| L02      |          |               |      |         |         |         |         | -        |
| L03      |          |               |      |         |         |         |         | -        |
| L04      |          |               |      |         |         |         |         | -        |
| L05      |          |               |      |         |         |         |         | -        |
| L06      |          |               |      |         |         |         |         | -        |
| L07      |          |               |      |         |         |         |         | -        |
| L08      |          |               |      |         |         |         |         | -        |
| L09      |          |               |      |         |         |         |         | -        |
| L10      |          |               |      |         |         |         |         | -        |
| L11      |          |               |      |         |         |         |         | -        |
| L12      |          |               |      |         |         |         |         | -        |

RT Labor 131.72  
 OT Labor -  
 Subtotal Labor 131.72  
 Markup 15% 19.76  
 Subsistence -  
 Other Expenses -  
**Labor Total: 151.47**

**Equipment Charges**

| Equipment ID | Equipment Description          | Hours | Rate  | Extended |
|--------------|--------------------------------|-------|-------|----------|
| E01          | W-66 3 AXLE SEMI               | 1.50  | 94.98 | 142.47   |
| E02          | W-140 LOWBOY TRANSPORT TRAILER | 1.50  | 21.04 | 31.56    |
| E03          |                                |       |       | -        |
| E04          |                                |       |       | -        |
| E05          |                                |       |       | -        |
| E06          |                                |       |       | -        |
| E07          |                                |       |       | -        |
| E08          |                                |       |       | -        |
| E09          |                                |       |       | -        |
| E10          |                                |       |       | -        |
| E11          |                                |       |       | -        |
| E12          |                                |       |       | -        |

RT Equipment 174.03  
 Subtotal Equipment 174.03  
 Markup 15% 26.10  
**Equipment Total: 200.13**

**Materials/Specialist Work/Lump Sum or Unit Price Payment**

| Invoice No. | Invoice Date | Vendor Name | Invoice Description | Units | Unit Costs | Extended |
|-------------|--------------|-------------|---------------------|-------|------------|----------|
| M01         |              |             |                     |       |            | -        |
| M02         |              |             |                     |       |            | -        |
| M03         |              |             |                     |       |            | -        |
| M04         |              |             |                     |       |            | -        |
| M07         |              |             |                     |       |            | -        |
| M08         |              |             |                     |       |            | -        |
| M09         |              |             |                     |       |            | -        |
| M10         |              |             |                     |       |            | -        |
| M11         |              |             |                     |       |            | -        |
| M12         |              |             |                     |       |            | -        |

Material Costs: -  
 Markup 15% -  
**Material Total: -**

**TOTAL 351.61**

**DAILY EXTRA WORK BILL**

EWB No. **004**

Hiring Party: CITY OF RIO DELL  
 Project Name: RIO DELL EMERGENCY WATERLINE REPAIRS  
 Description of Work: Pothole and fix two service leaks. Vactor to find break in the main crossing 101. Did not find it request a crew to come excavate and fix.

Report Date: 12/23/2022  
 Performed Date: 12/23/2022  
 Wahlund Job No. : 22129

**Labor Charges**

| Line No. | Craft ID | Employee Name |           | RT Hrs. | OT Hrs. | RT Rate | OT Rate | Extended |
|----------|----------|---------------|-----------|---------|---------|---------|---------|----------|
|          |          | Initial       | Last      |         |         |         |         |          |
| L01      | OPERATOR | K             | SYVERTSON | 6.50    |         | 95.75   |         | 622.38   |
| L02      | LABORER  | H             | AGUIRRE   | 6.50    |         | 68.05   |         | 442.33   |
| L03      |          |               |           |         |         |         |         | -        |
| L04      |          |               |           |         |         |         |         | -        |
| L05      |          |               |           |         |         |         |         | -        |
| L06      |          |               |           |         |         |         |         | -        |
| L07      |          |               |           |         |         |         |         | -        |
| L08      |          |               |           |         |         |         |         | -        |
| L09      |          |               |           |         |         |         |         | -        |
| L10      |          |               |           |         |         |         |         | -        |
| L11      |          |               |           |         |         |         |         | -        |
| L12      |          |               |           |         |         |         |         | -        |

RT Labor 1,064.70  
 OT Labor -  
 Subtotal Labor 1,064.70  
 Markup 15% 159.71  
 Subsistence -  
 Other Expenses -  
**Labor Total: 1,224.41**

**Equipment Charges**

| Equipment ID | Equipment Description           | Hours | Rate   | Extended |
|--------------|---------------------------------|-------|--------|----------|
| E01          | W-22 UTILITY TRUCK - FORD F-250 | 6.50  | 38.20  | 248.30   |
| E02          | W-43 VACTOR TRUCK               | 6.50  | 254.12 | 1,651.78 |
| E03          |                                 |       |        | -        |
| E04          |                                 |       |        | -        |
| E05          |                                 |       |        | -        |
| E06          |                                 |       |        | -        |
| E07          |                                 |       |        | -        |
| E08          |                                 |       |        | -        |
| E09          |                                 |       |        | -        |
| E10          |                                 |       |        | -        |
| E11          |                                 |       |        | -        |
| E12          |                                 |       |        | -        |

RT Equipment 1,900.08  
 Subtotal Equipment 1,900.08  
 Markup 15% 285.01  
**Equipment Total: 2,185.09**

**Materials/Specialist Work/Lump Sum or Unit Price Payment**

| Invoice No. | Invoice Date | Vendor Name | Invoice Description | Units | Unit Costs | Extended |
|-------------|--------------|-------------|---------------------|-------|------------|----------|
| M01         |              |             |                     |       |            | -        |
| M02         |              |             |                     |       |            | -        |
| M03         |              |             |                     |       |            | -        |
| M04         |              |             |                     |       |            | -        |
| M07         |              |             |                     |       |            | -        |
| M08         |              |             |                     |       |            | -        |
| M09         |              |             |                     |       |            | -        |
| M10         |              |             |                     |       |            | -        |
| M11         |              |             |                     |       |            | -        |
| M12         |              |             |                     |       |            | -        |

Material Costs: -  
 Markup 15% -  
**Material Total: -**

**TOTAL 3,409.50**

**DAILY EXTRA WORK BILL**

EWB No. **005**

Hiring Party: CITY OF RIO DELL  
 Project Name: RIO DELL EMERGENCY WATERLINE REPAIRS  
 Description of Work: Crew responded to Rio Dell to fix a water leak at the end of Center St. Parts provided by Wahlund Construction where (30ft) 6" c-900, (1)6" 45 deg bend MJxMJ, (2) 6" MJ gland packs, and (2) SST 6" MJ bolt kits.

Report Date: 12/24/2022  
 Performed Date: 12/24/2022  
 Wahlund Job No. : 22129

**Labor Charges**

| Line No. | Craft ID   | Employee Name |          | RT Hrs. | OT Hrs. | RT Rate | OT Rate | Extended |
|----------|------------|---------------|----------|---------|---------|---------|---------|----------|
| No.      | ID         | Initial       | Last     |         |         |         |         |          |
| L01      | SUPERVISOR | G             | HUFFORD  |         | 8.50    |         | 127.49  | 1,083.67 |
| L02      | LABORER    | M             | RIDENOUR |         | 8.50    |         | 86.92   | 738.82   |
| L03      | OPERATOR   | A             | LOWE     |         | 8.50    |         | 113.55  | 965.18   |
| L04      | OPERATOR   | R             | COSTA    |         | 8.50    |         | 122.13  | 1,038.11 |
| L05      |            |               |          |         |         |         |         | -        |
| L06      |            |               |          |         |         |         |         | -        |
| L07      |            |               |          |         |         |         |         | -        |
| L08      |            |               |          |         |         |         |         | -        |
| L09      |            |               |          |         |         |         |         | -        |
| L10      |            |               |          |         |         |         |         | -        |
| L11      |            |               |          |         |         |         |         | -        |
| L12      |            |               |          |         |         |         |         | -        |

RT Labor -  
 OT Labor 3,825.77  
 Subtotal Labor 3,825.77  
 Markup 15% 573.86  
 Subsistence -  
 Other Expenses -  
**Labor Total: 4,399.63**

**Equipment Charges**

| Equipment ID | Equipment Description         | Hours | Rate   | Extended |
|--------------|-------------------------------|-------|--------|----------|
| E01          | W-210 JD 624G LOADER          | 2.00  | 104.01 | 208.02   |
| E02          | W-28 UTILITY TRUCK - GMC 3500 | 8.00  | 49.31  | 394.48   |
| E03          | W-34 UTILITY TRUCK - F-350    | 8.00  | 49.31  | 394.48   |
| E04          | W-261 CAT 324E EXCAVATOR      | 8.00  | 120.26 | 962.08   |
| E05          | W-50 PETERBILT DUMP TRUCK     | 4.00  | 93.62  | 374.48   |
| E06          |                               |       |        | -        |
| E07          |                               |       |        | -        |
| E08          |                               |       |        | -        |
| E09          |                               |       |        | -        |
| E10          |                               |       |        | -        |
| E11          |                               |       |        | -        |
| E12          |                               |       |        | -        |

RT Equipment 2,333.54  
 Subtotal Equipment 2,333.54  
 Markup 15% 350.03  
**Equipment Total: 2,683.57**

**Materials/Specialist Work/Lump Sum or Unit Price Payment**

| Invoice No. | Invoice Date | Vendor Name | Invoice Description | Units                     | Unit Costs | Extended |        |
|-------------|--------------|-------------|---------------------|---------------------------|------------|----------|--------|
| M01         | 1014961-01   | 12/28/22    | THRIFTY'S           | 8" COUPLING               | 1.00       | 591.28   | 591.28 |
| M02         |              |             |                     | 6 X 20 PVC C900 DR18 PIPE | 30.00      | 17.00    | 510.00 |
| M03         | 027944584    | 08/11/22    | PACE                | 6 MJ 45 ELL DOM. AC CL    | 1.00       | 151.00   | 151.00 |
| M04         |              |             |                     | 3/4"*4" T-HEAD B&N 316SS  | 12.00      | 38.00    | 456.00 |
| M07         |              |             |                     | 6 C900 MEGA LUG ACC SET   | 2.00       | 76.00    | 152.00 |
| M08         |              |             |                     |                           |            | -        |        |
| M09         |              |             |                     |                           |            | -        |        |
| M10         |              |             |                     |                           |            | -        |        |
| M11         |              |             |                     |                           |            | -        |        |
| M12         |              |             |                     |                           |            | -        |        |

Material Costs: 1,860.28  
 Markup 15% 279.04  
**Material Total: 2,139.32**

**TOTAL 9,222.52**

# Thrifty Supply Company

WHOLESALE PLUMBING & HEATING SUPPLIES

720 W. Washington St.  
Eureka, CA 95501  
(707) 443-8095  
FAX (707) 443-5472

50 Carousel #17  
Ukiah, CA 95482  
(707) 485-5481  
FAX (707) 485-5073

1939 Northcrest Dr.  
Crescent City, CA 95531  
(707) 464-8303  
FAX (707) 464-4850

A Late Charge computed at a per diem rate of 1 1/2% per month which is an annual percentage rate of 18% will be automatically applied to all unpaid past due amounts on the last day of the month in which the delinquency date due date on the last day of each succeeding month.

**INVOICE NUMBER**

DATE

707-765-1150

7-14951-01

BILL WARELAND CONSTRUCTION CO  
TO: PO BOX 6486  
EUREKA CA 95502-6486

SHIP WARELAND CONSTRUCTION CO  
TO: PO BOX 6486  
EUREKA CA 95502-6486

RS 1-22-2012

| INVOICE NUMBER | SLS MN. | ORDER DATE | TAKER | CUSTOMER P.O. NUMBER | INVOICE DATE |
|----------------|---------|------------|-------|----------------------|--------------|
| 7-14951-01     | 101     | 12/27/12   | 170   | RS 17620 00129       | 12/28/12     |

| INSTRUCTIONS |  | FRT. | PAGE NO. |
|--------------|--|------|----------|
|              |  | B    | 1        |

| QUANTITY |        |         | DISP | ITEM CODE AND DESCRIPTION     | U/M | UNIT PRICE | EXT. PRICE |
|----------|--------|---------|------|-------------------------------|-----|------------|------------|
| ORDERED  | BO/RET | SHIPPED |      |                               |     |            |            |
| 1        |        | 1       | *    | UNIFORMS<br>27 COUP 6-13-9 84 | EA  | 541.00     | 541.00     |

CODE EXPLANATION

- \* STATE TAX APPLICABLE
- # - FED OTHER TAX APPLICABLE
- F - STATE & FEDERAL TAX APPL
- G - BALANCE BACK ORDERED
- C - COUNTRY COMPLETE
- D - DIRECT SHIPMENT
- P - FACTORY MINIMUM
- R - RETURNED OK

| VENDOR'S FREIGHT | SHIP CHARGE |
|------------------|-------------|
|                  |             |

**TERMS:**  
3% IF PAID IN 7 DAYS  
2% ON OR BEFORE  
THE 10TH.

|               |        |
|---------------|--------|
| SUBTOTAL      | 541.00 |
| MISC. CHARGE  |        |
| TELE. CHARGE  |        |
| FREIGHT TOTAL |        |
| FED/OTHER TAX |        |
| STATE TAX     |        |
| PAYMENT REC'D |        |

TOTAL



# Thrifty Supply Company

WHOLESALE PLUMBING & HEATING SUPPLIES

www.thriftysupplyco.com email: thriftysupply@sbcglobal.net

720 W. Washington St. Eureka, CA 95501 (707) 443-8095 FAX (707) 443-5472  
 50 Carousel #17 Ukiah, CA 95482 (707) 485-5481 FAX (707) 485-5073  
 1939 Northcrest Dr. Crescent City, CA 95531 (707) 464-8303 FAX (707) 464-4850

|                     |         |
|---------------------|---------|
| PACKING SLIP NUMBER |         |
| 17620               |         |
| DATE                | TAKER # |
| 12/23/22            | 170     |
| CUSTOMER'S P.O. #   |         |
| 22129               |         |

1014961

Washington

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| ITEM | ORDERED | X | SHIPPED | DESCRIPTION                      | PAGE  |      | OF   |       |
|------|---------|---|---------|----------------------------------|-------|------|------|-------|
|      |         |   |         |                                  | PRICE | UNIT | DISC | TOTAL |
| 1    |         |   |         | <del>1 8in Hydrax coupling</del> |       |      |      |       |
| 2    |         |   |         | 1 8in Hydrax coupling            |       |      |      |       |
| 3    |         |   |         |                                  |       |      |      |       |
| 4    |         |   |         |                                  |       |      |      |       |
| 5    |         |   |         |                                  |       |      |      |       |
| 6    |         |   |         |                                  |       |      |      |       |
| 7    |         |   |         |                                  |       |      |      |       |
| 8    |         |   |         |                                  |       |      |      |       |
| 9    |         |   |         |                                  |       |      |      |       |
| 10   |         |   |         |                                  |       |      |      |       |
| 11   |         |   |         |                                  |       |      |      |       |
| 12   |         |   |         |                                  |       |      |      |       |
| 13   |         |   |         |                                  |       |      |      |       |
| 14   |         |   |         |                                  |       |      |      |       |
| 15   |         |   |         |                                  |       |      |      |       |
| 16   |         |   |         |                                  |       |      |      |       |
| 17   |         |   |         |                                  |       |      |      |       |
| 18   |         |   |         |                                  |       |      |      |       |
| 19   |         |   |         |                                  |       |      |      |       |
| 20   |         |   |         |                                  |       |      |      |       |
| 21   |         |   |         |                                  |       |      |      |       |
| 22   |         |   |         |                                  |       |      |      |       |
| 23   |         |   |         |                                  |       |      |      |       |
| 24   |         |   |         |                                  |       |      |      |       |
| 25   |         |   |         |                                  |       |      |      |       |

Please note:  
 Any handwritten prices on this packing slip are a reference point only and should NOT be used as a quote.  
 Refer to computer generated invoice for valid prices.

|                    |  |
|--------------------|--|
| SUB TOTAL          |  |
| TAX                |  |
| FRT                |  |
| MISC               |  |
| PACKING SLIP TOTAL |  |



**DAILY EXTRA WORK BILL**

EWB No. **006**

Hiring Party: CITY OF RIO DELL  
 Project Name: RIO DELL EMERGENCY WATERLINE REPAIRS  
 Description of Work: Crew arrived to install a new isolation valve. When on site the crew found an existing isolation valve which had not been turned off. Crew turned it off, varified it worked, then flushed out hose bibs of houses who then had water.

Report Date: 12/26/2022  
 Performed Date: 12/26/2022  
 Wahlund Job No. : 22129

**Labor Charges**

| Line No. | Craft ID   | Employee Name |          | RT Hrs. | DT Hrs. | RT Rate | DT Rate | Extended |
|----------|------------|---------------|----------|---------|---------|---------|---------|----------|
|          |            | Initial       | Last     |         |         |         |         |          |
| L01      | SUPERVISOR | G             | HUFFORD  |         | 4.00    |         | 157.88  | 631.52   |
| L02      | LABORER    | M             | RIDENOUR |         | 4.00    |         | 105.79  | 423.16   |
| L03      | OPERATOR   | A             | LOWE     |         | 4.00    |         | 127.49  | 509.96   |
| L04      | OPERATOR   | R             | COSTA    |         | 4.00    |         | 150.73  | 602.92   |
| L05      |            |               |          |         |         |         |         | -        |
| L06      |            |               |          |         |         |         |         | -        |
| L07      |            |               |          |         |         |         |         | -        |
| L08      |            |               |          |         |         |         |         | -        |
| L09      |            |               |          |         |         |         |         | -        |
| L10      |            |               |          |         |         |         |         | -        |
| L11      |            |               |          |         |         |         |         | -        |
| L12      |            |               |          |         |         |         |         | -        |

RT Labor -  
 DT Labor 2,167.56  
 Subtotal Labor 2,167.56  
 Markup 15% 325.13  
 Subsistence -  
 Other Expenses -  
**Labor Total: 2,492.69**

**Equipment Charges**

| Equipment ID | Equipment Description      | Hours | Rate  | Extended |
|--------------|----------------------------|-------|-------|----------|
| E01          | W-34 UTILITY TRUCK - F-350 | 4.00  | 49.31 | 197.24   |
| E02          |                            |       |       | -        |
| E03          |                            |       |       | -        |
| E04          |                            |       |       | -        |
| E05          |                            |       |       | -        |
| E06          |                            |       |       | -        |
| E07          |                            |       |       | -        |
| E08          |                            |       |       | -        |
| E09          |                            |       |       | -        |
| E10          |                            |       |       | -        |
| E11          |                            |       |       | -        |
| E12          |                            |       |       | -        |

RT Equipment 197.24  
 Subtotal Equipment 197.24  
 Markup 15% 29.59  
**Equipment Total: 226.83**

**Materials/Specialist Work/Lump Sum or Unit Price Payment**

| Invoice No. | Invoice Date | Vendor Name | Invoice Description | Units | Unit Costs | Extended |
|-------------|--------------|-------------|---------------------|-------|------------|----------|
| M01         |              |             |                     |       |            | -        |
| M02         |              |             |                     |       |            | -        |
| M03         |              |             |                     |       |            | -        |
| M04         |              |             |                     |       |            | -        |
| M07         |              |             |                     |       |            | -        |
| M08         |              |             |                     |       |            | -        |
| M09         |              |             |                     |       |            | -        |
| M10         |              |             |                     |       |            | -        |
| M11         |              |             |                     |       |            | -        |
| M12         |              |             |                     |       |            | -        |

Material Costs: -  
 Markup 15% -  
**Material Total: -**

**TOTAL 2,719.52**



**CITY OF RIO DELL**  
**JAN 23 2023**  
**RECEIVED**

B&B Portable Toilets LLC  
 PO Box 1329  
 150 Taylor Way  
 Blue Lake CA 95525  
 United States

**Invoicing address:**

City of Rio Dell  
 675 Wildwood Ave  
 Rio Dell

City of Rio Dell  
 675 Wildwood Ave  
 Rio Dell

**Shipping address:**

Emergency Earthquake Services  
 50 W Center St  
 Rio Dell

**Order # S0075**

**Date Ordered:** 01/19/2023 15:42:01  
**Salesperson:** Olivia Gainer

| DESCRIPTION   | QUANTITY | UNIT PRICE | PER | TAXES | AMOUNT       |
|---|----------|------------|-----|-------|--------------|
| Rates determined from our current Cal Fire State Emergency Contract   |          |            |     |       |              |
| <b>Subtotal</b>   |          |            |     |       | \$ 0.00      |
| Rental Duration: 12/20/22 - 12/28/22 (*QTY Below is based on Number of Days)  |          |            |     |       |              |
| Locations:<br>50 W Center St, Rio Dell<br>203 Wildwood Ave, Rio Dell<br>355 Center St, Rio Dell<br>325 Center St, Rio Dell<br>737 Rigby Ave, Rio Dell |          |            |     |       |              |
| BST - Best Unit Rental & Every Day Service (9 Days Total)   | 9.000    | 1,836.00   |     | 8.75% | \$ 16,524.00 |
| \$68 per STD x (27) units total = \$1,836.00 per day  |          |            |     |       |              |
| ADA Unit Rental & Every Day Service (9 Days Total)  | 9.000    | 690.00     |     | 8.75% | \$ 6,210.00  |
| \$115 per ADA x (6) units total = \$690.00 per day  |          |            |     |       |              |
| HWS - Handwash Station Rental & Every Day Service (9 Days Total)  | 9.000    | 600.00     |     | 8.75% | \$ 5,400.00  |
| \$50 per HWS x (12) units total = \$600.00 per day  |          |            |     |       |              |
| <b>Subtotal</b>   |          |            |     |       | \$ 28,134.00 |
| Rental Duration: 12/20/22 - 12/28/22 (*QTY Below is based on Number of Days)  |          |            |     |       |              |
| Potable Water (12/20 - 12/28) - 9 Days Total  | 9.000    | 3,071.00   |     |       | \$ 27,639.00 |
| <b>Subtotal</b>   |          |            |     |       | \$ 27,639.00 |
| Rental Duration: 12/20/22 - 12/29/22 (*QTY Below is based on Per Unit)  |          |            |     |       |              |
| 8 Stall Shower Trailer #1 (12/20; Delivery)   | 1.000    | 4,400.00   |     |       | \$ 4,400.00  |
| Type I  |          |            |     |       |              |
| 8 Stall Shower Trailer #2 (12/20; Delivery)   | 1.000    | 4,400.00   |     |       | \$ 4,400.00  |
| Type I  |          |            |     |       |              |
| 8 Stall Shower Trailer #1 (12/21; 12pm - 4pm)   | 1.000    | 4,400.00   |     |       | \$ 4,400.00  |
| Type I  |          |            |     |       |              |
| 8 Stall Shower Trailer #2 (12/21; 12pm - 4pm)   | 1.000    | 4,400.00   |     |       | \$ 4,400.00  |
| Type I  |          |            |     |       |              |



B&B Portable Toilets LLC  
 PO Box 1329  
 150 Taylor Way  
 Blue Lake CA 95525  
 United States

| DESCRIPTION   | QUANTITY | UNIT PRICE | PER | TAXES | AMOUNT              |
|---|----------|------------|-----|-------|---------------------|
| 8 Stall Shower Trailer #1 (12/22; 12pm - 4pm)                                     | 1.000    | 4,400.00   |     |       | \$ 4,400.00         |
| <i>Type I</i>   |          |            |     |       |                     |
| 8 Stall Shower Trailer #2 (12/22; 12pm - 4pm)                                     | 1.000    | 4,400.00   |     |       | \$ 4,400.00         |
| <i>Type I</i>   |          |            |     |       |                     |
| 8 Stall Shower Trailer #1 (12/28; 12pm - 4pm)                                     | 1.000    | 3,080.00   |     |       | \$ 3,080.00         |
| <i>Type II</i>  |          |            |     |       |                     |
| 8 Stall Shower Trailer #1 (12/29; 12pm - 4pm)                                     | 1.000    | 3,080.00   |     |       | \$ 3,080.00         |
| <i>Type II</i>  |          |            |     |       |                     |
| <b>Subtotal</b>   |          |            |     |       | <b>\$ 32,560.00</b> |
| <b>Rental Duration: 12/20/22 - 12/28/22 (*QTY Below is based on Per Unit)</b>     |          |            |     |       |                     |
| Deluxe VIP1 Trailer Rental  | 1.000    | 50.00      |     | 8.75% | \$ 50.00            |
| Deluxe VIP1 Trailer Service   | 1.000    | 900.00     |     |       | \$ 900.00           |
| <b>Subtotal</b>   |          |            |     |       | <b>\$ 950.00</b>    |
| <b>Rental Duration: 12/20/22 - 1/6/23 (*QTY Below is based on Number of Days)</b> |          |            |     |       |                     |
| <b>Locations:</b><br>95 Center St, Rio Dell<br>675 Wildwood Ave, Rio Dell         |          |            |     |       |                     |
| BST - Best Unit Rental & Everyday Service (17 Days Total)                         | 17.000   | 1,088.00   |     | 8.75% | \$ 18,496.00        |
| <i>\$68 per STD x (16) units total = \$1,088.00 per day</i>                       |          |            |     |       |                     |
| ADA Unit Rental & Everyday Service (17 Days Total)                                | 17.000   | 230.00     |     | 8.75% | \$ 3,910.00         |
| <i>\$115 per ADA x (2) units total = \$230.00 per day</i>                         |          |            |     |       |                     |
| HWS Rental & Everyday Service (17 Days Total)                                     | 17.000   | 300.00     |     | 8.75% | \$ 5,100.00         |
| <i>\$50 per HWS x (6) units total = \$300.00 per day</i>                          |          |            |     |       |                     |
| <b>Subtotal</b>   |          |            |     |       | <b>\$ 27,506.00</b> |
| <b>*Applicable Fees</b>   |          |            |     |       |                     |
| Fuel Surcharge (4.9%)   | 1.000    | 2,993.90   |     |       | \$ 2,993.90         |
| <b>Subtotal</b>   |          |            |     |       | <b>\$ 2,993.90</b>  |

|                 |                      |
|-----------------|----------------------|
| <b>Subtotal</b> | <b>\$ 119,782.90</b> |
| <b>Taxes</b>    | <b>\$ 4,872.89</b>   |
| <b>Total</b>    | <b>\$ 124,655.79</b> |



## Staff Highlights – 2023-02-07

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### City Council

### City Manager

### City Clerk

Processed twenty-eight (28) Building Permit Applications:

- 256 Willow Lane – Water Heater
- 530 Gunnerson Lane – Foundation Repair
- 160 Ogle Ave. – 2 Sewer Cleanouts
- 243 Cherry Lane – Replace Stove Pipe
- 375 Painter St. – Remove Chimney and Replace Pipe
- 1471 Eeloa Ave. – Perimeter Foundation
- 129 Wildwood Ave. – Repair Gas Line
- 467 Sequoia Ave. – Demolition of Shed
- 223 Belleview Ave. – New Water Line
- 610 Davis St. – Wall Repair and Gas Line
- 1041 Riverside Dr. – Framing and Insulation
- 675 Gunnerson Lane – Strap Down Manufactured Home
- 1112 Pacific Ave. – Re-block Mobile Home
- 15 ½ Center St. – Re-block/Re-Strap Mobile Home
- 223 Ogle Ave. - Reset Foundation
- 266 Berkeley St. - Re-block Post & Pier Foundation
- 132 Wildwood Ave. – Laundromat Remodel
- 325 Center St. – Water Heater Repairs (Various apartments)
- 708 Pacific Ave. – Garage Foundation
- 78 W. Davis St. – New Perimeter Foundation
- 12 Center St. – Re-Pipe Gas and Water
- 206 Ash St. – New Water Service
- 484 Davis St. – Misc. Earthquake Repairs
- 350 Painter St. – Repair Mobile Home Foundation
- 150 Davis St. – Replace Wood Stove with Gas Stove
- 1256 Riverside Dr. – Chimney Demo/Repairs
- 275 Belleview Ave. – Replace Skirting, Support Posts
- 570 First Ave. – Gas Furnace

### Misc:

- Submitted January Employment Report to Bureau of Labor Statistics
- Submitted CHF/CIRB Building Permit Report for January
- Submitted Boundary and Annexation Survey for 2022
- Submitted Quarterly Building Permit Log to County Assessor



## City Attorney

### Human Resources, Risk & Training

### Finance Department

- Completed City Financial Transactions Report to State Controllers Office
- Finalized Damage Assessment Forms (DAF) documenting road damage due to the earthquake
- Work with County OES documenting donations and expenses associated with Earthquake
- Implemented Intellipay payment processor
- Coordinate with CDBG reps about a new application to use PI funds
- Clean CA grant quarterly reports and invoice
- Work on closing out the ATP project with City Engineers
- Prepare quarterly reports for Measure Z
- Completed Possessory Interests Annual Usage Report with County
- Provide assistance with Police Department processing and implementing McLean Foundation Police Grant
- Worked with City Manager in coordination with Caltrans to offer a voucher program for a dump day event.

### 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 December 28, 2022, to January 31, 2023. The summation of Calls for Service may be greater than the total as multiple officers can now be assigned to the same call for service. There may also be administrative calls for service that are not documented below.

| Officer    | Calls for Service | Reports | Arrests |
|------------|-------------------|---------|---------|
| Allen      | 43                | 8       | 0       |
| Conner     | 9                 | 0       | 0       |
| Beauchaine | 42                | 0       | 0       |
| Landry     | 146               | 20      | 11      |



|                     |              |               |              |
|---------------------|--------------|---------------|--------------|
| Burns               | 128          | 11            | 3            |
| Johnson             | 74           | 9             | 4            |
| Fielder             | 12           | 2             | 0            |
| Clark               | 67           | 0             | N/A          |
| Totals              | 494          | 50            | 18           |
| Averages            | 14.1 per day | 10 per week   | 3.7 per week |
| 2022 Yearly Average | 14.1 per day | 12.7 per week | 5.7 per week |

Calls for Service at 355 Center Street

| Type    | Date       | Time     | Location      | Primary Unit | Case #     |
|---------|------------|----------|---------------|--------------|------------|
| FOOT    | 12/28/2022 | 21:23:00 | 355 CENTER ST | R615         |            |
| FI      | 12/28/2022 | 23:19:35 | 355 CENTER ST | R615         | 22-0000655 |
| FU      | 12/30/2022 | 17:22:43 | 355 CENTER ST | R615         |            |
| 415     | 12/30/2022 | 19:52:03 | 355 CENTER ST | 6S2          |            |
| 415     | 01/01/2023 | 06:25:58 | 355 CENTER ST | R618         |            |
| 415     | 01/02/2023 | 22:18:27 | 355 CENTER ST | R615         |            |
| 459A    | 01/04/2023 | 22:33:29 | 355 CENTER ST | 6S1          |            |
| 415     | 01/06/2023 | 23:12:35 | 355 CENTER    | R618         |            |
| 415     | 01/08/2023 | 01:10:25 | 355 CENTER ST | R618         |            |
| FU      | 01/08/2023 | 12:10:42 | 355 CENTER ST | 6S2          |            |
| SUSC    | 01/08/2023 | 14:56:33 | 355 CENTER    | 6S2          |            |
| SUSC    | 01/12/2023 | 19:40:39 | 355 CENTER ST | 6S1          |            |
| 415     | 01/21/2023 | 05:06:54 | 355 CENTER ST | 6S2          |            |
| FU      | 01/21/2023 | 19:53:40 | 355 CENTER ST | R618         |            |
| FU      | 01/21/2023 | 22:20:46 | 355 CENTER ST | R618         |            |
| OUTRDPD | 01/24/2023 | 03:28:59 | 355 CENTER ST | R615         |            |
| WELFARE | 01/31/2023 | 10:03:39 | 355 CENTER ST | 6A1          |            |

415 – Argument or general disturbance

FOOT – Foot patrol through complex

WELFARE – Welfare check

FU – Follow up to an existing investigation or generic contact

459A – Alarm

FI – Field interview or pedestrian contact

SUSC – Suspicious circumstances

OUTRDPD – Request for police assistance by another agency (RDVFD)

6S2 – Corporal Crystal Landry

R618 – Officer Russell Johnson

R615 – Officer Liam Burns

6R9 – Officer Charlie Fielder

6S1 – Sergeant John Beauchaine





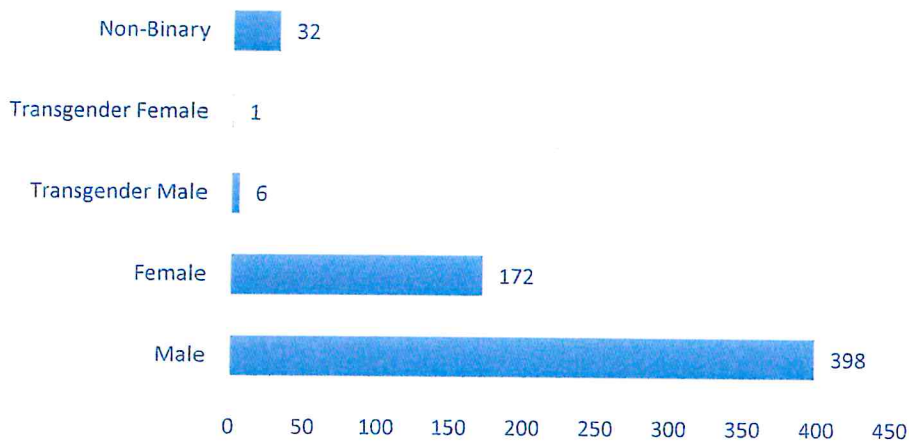
6A1 – Chief Greg Allen

During the period of December 28, 2022 to January 31, 2023, there were twenty-eight calls for service related to animal control issues. Five dogs were transported to Miranda’s Rescue with one of the animals making two trips. In addition, a large bird, which had been injured, was discovered at Fireman’s Park. Sergeant Beauchaine transported it to the Fortuna Police Department Kennel so it could receive care.

Officer Russell Johnson is currently on a well-earned vacation out of state.

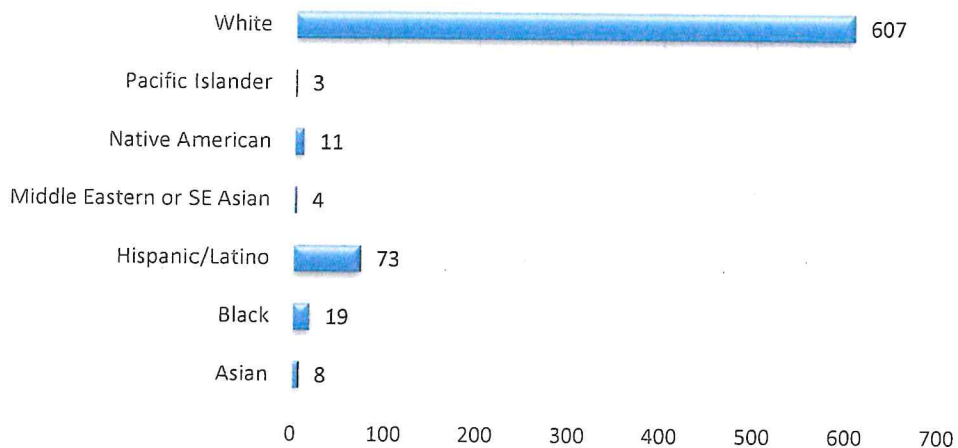
The Department has been collecting stop/detention data as required by the Race and Identity Profiling Act of 2015 (RIPA). The following charts show the data for gender, race, searched by race, and arrested by race in the prior year. The high number of people perceived to be non-binary is believed to be the result of a misunderstanding of the term by one of the officers. 2022 was the first year that the data was submitted to the Department of Justice. Larger agencies have been doing this since 2018 and consequently, there is data viewable for the years 2018 through 2021 at the site [State of California Department of Justice - OpenJustice](#)

### 2022 RDPD Stop Data - Gender

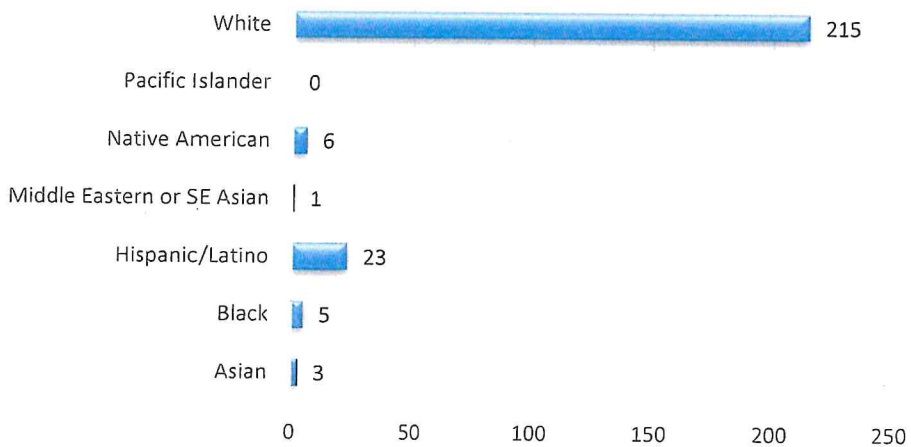




## 2022 RDPD Stop Data - Race

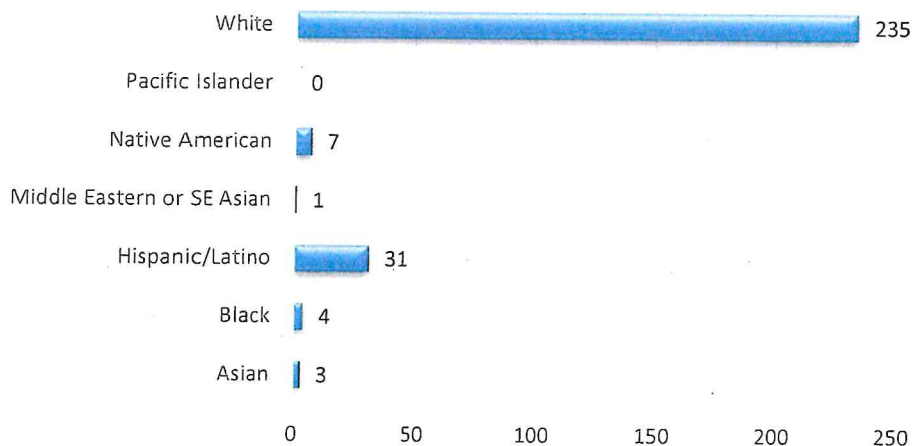


## 2022 RDPD Stop Data - Search by Race





## 2022 RDPD Stop Data - Arrest by Race



On December 31, 2022, Officer Johnson responded to a call claiming that a man was running in and out of traffic on Wildwood. Officer Johnson located the man, but the man fled when Officer Johnson approached. He continued to run down the middle of the street, screaming for help and waving his arms frantically. Corporal Landry and Deputy Steele responded to assist. Meanwhile, the man had opened the rear hatchback of a car and climbed inside. The driver, quickly exited her car. The man fled again and ran into an apartment. But he soon exited the building with the three officers in pursuit. Officer Johnson tackled him and took him to the ground. It took a considerable amount of effort by all three officers to get the man into handcuffs. The man continued to scream incoherently and twisted his legs and torso. Officer Johnson and Deputy Steele were able to calm the man enough to allow him to be transported to the hospital by ambulance. At the hospital, the man again attempted to flee, however, Officer Johnson was able to gather him in before he could exit the building and was, once again, able to calm him down. He was transported to the jail by Officers Johnson and Burns without further incident.

On January 10, 2023, Officer Burns responded when a resident reported that there was an unknown man in his car destroying the interior. Officer Burns contacted the man, who he identified as the same man from the previous incident. The man was only dressed in boxers. The man fled when Officer Burns tried to arrest him. However, Officer Burns located the man in another car a short distance away. Additional assistance was requested and an officer from CalFire and CHP arrived to assist as did Sergeant Conner. Numerous attempts were made to get the man to exit the car, but he refused to communicate with Officer Burns. The key to the car was obtained and the doors unlocked. Officer Burns tried one last time to get the man out of the car, but he continued to ignore him and destroy the interior of this vehicle also. When Officer Burns attempted to pull him from the car, he resisted briefly and then tried to flee on foot through the crowd of officers. He was tackled to the ground by the swarm of officers than now included Chief Allen, Corporal Landry, and an off-duty correctional deputy who lives in town. The man was handcuffed, but continued to twist and thrash around on the ground. The officers then secured the man in the WRAP, a device used to immobilize a subject so that they can not harm themselves or others. When this was accomplished, he was carried to a patrol car and transported to the hospital for a medical clearance. The hospital staff evaluated the man while he was still seated in



the patrol car. After obtaining the necessary paperwork, Officer Burns transported the man to the jail where the man was booked without incident. The charges included felony vandalism, felony resisting arrest, a probation violation, and being under the influence of a controlled substance.

On January 21, 2023, Officer Johnson responded to a juvenile fight. He located two young men who both had minor injuries consistent with a physical altercation. He learned the following: The younger of the two had been challenged to fight by another youth. This teenager came to the victim's house in the company of several similarly aged companions. The younger man came outside in the company of his older brother, who tried to encourage the others to leave. However, the antagonist assaulted his victim and when the older brother tried to intervene, who was set upon by the companions. The older brother was pushed to the ground where one of his assailants kicked him in the head. The younger brother was able to break the grasp of his attacker and flee. However, he did not have shoes on and his hampered his ability to get away from his attacker, who once again began to pummel him with blows. The older brother was able to shake off his attackers and went to his sibling's aide. The boys' mother had seen the altercation and yelled that she was calling the police. This caused the attackers to leave the area. Officer Johnson was able to confirm the identity of the main antagonist after watching video from the family's security system. He went to the young man's home later that night. The boy's story differed from that of the brothers, but also differed from the video surveillance. Officer Johnson arrested the teenager and contacted Juvenile Hall to see if they would house him. Juvenile Hall declined, so Officer Johnson issued a citation and returned custody of the young man to his father.

On January 22, 2023, Officer Johnson and Corporal Landry responded to a prowler call. A neighbor had seen a man hiding behind a house and called the police. Officer Johnson located the man and easily took him into custody as he was so intoxicated that he could barely stand. The man was wet and covered with cow feces. He was not wearing shoes. Corporal Landry recognized the man as the ex-husband of the woman whose house he had been discovered lurking behind. Further investigation showed that the man had turned off the water and power to the house, vandalized a shed that he had apparently used for a hiding place, and damaged a water spigot next to the house. The ex-wife had obtained a restraining order in the past, but it had lapsed. Consequently, the man was arrested for trespassing, vandalism, and public intoxication. Corporal Landry booked him into the jail after providing him with some clean, dry socks.

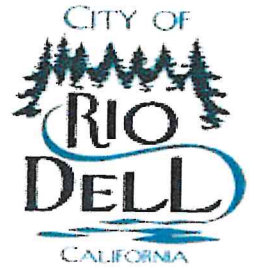
On Feb 1, 2023 Chief Allen, Cpl Landry and Officer Burns along with volunteers from RDVFD will participate in "Shop with a Cop" with other local law enforcement agencies. A total of 8 kids from Rio Dell have been selected to participate and will be provided a gift card for purchases at Target. This event was originally scheduled prior to Christmas but due to the Earthquake, it was rescheduled.

## **Community Development Department**

### **Intergovernmental**

#### **Humboldt-Rio Dell Business Park**

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



February 7, 2023

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Presentation from Tobacco-Free North Coast

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation.

BACKGROUND AND DISCUSSION

The Council will receive a presentation from Jay McCubbrey, PhD., the Project Director with Tobacco-Free North Coast.

Attachments:

Materials submitted by Tobacco-Free North Coast

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## **Educational Presentation About a Tobacco Retail License Policy**

### **Summary**

This presentation is being provided to discuss developing a consistent regulatory framework throughout Humboldt County to enforce state and local tobacco sales laws. We request direction from the City Council for staff to work with our projects to draft a Tobacco Retail License policy for formal consideration.

### **Background**

The use of commercial tobacco products remains the leading cause of preventable death in the United States. Adult smoking rates have declined; however, the use of electronic smoking devices (vaping) has increased among youth nationally and in Humboldt County. Most electronic smoking products contain high amounts of addictive and dangerous nicotine, among many other chemicals.

The primary reason youth start to smoke electronic cigarettes is the attractiveness of their many flavors. To address the youth vaping epidemic, the California Legislature adopted, and Governor Newsom signed into law SB-793 in 2020, which eliminated the sale of flavored tobacco. Major tobacco companies filed a referendum that blocked implementation of the law, pending a vote on Proposition-31 this past November 2022. If the proposition failed, the sale of flavored tobacco would continue. Most California voters supported Proposition-31, and SB-793 now ends the sale of most flavored tobacco, except for a few flavored tobacco products that are sold in adult-only environments.

SB-793 does not establish mechanisms to enforce state tobacco laws or provide resources to local governments to do so. State and local tobacco purchase surveys have shown high rates of illegal tobacco sales to young adults under 21 and increased availability of flavored and non-flavored tobacco products in Humboldt County. There is currently no local regulatory oversight of tobacco sales in Humboldt County.

Tobacco Retail Licensing (TRL) is a revenue-neutral way that local jurisdictions establish a structure to enforce federal, state, and local tobacco laws. A TRL policy is considered a public health best practice. It is recommended by the Centers for Disease Control and Prevention and the California Department of Public Health to decrease youth access to tobacco, reduce youth initiation to tobacco, and prevent addiction to nicotine.

In August 2022, the Humboldt County Department of Public Health presented an outline of a Tobacco Retail License policy to the Humboldt County Board of Supervisors for an initial discussion. The Board unanimously approved moving forward and requested that



other jurisdictions in Humboldt County be included in the discussion to create a consistent regulatory framework throughout the county.

### **Model Tobacco Retail License Policy**

The Public Health Law Center created a model policy, which has served as a foundation for many of the 133 local tobacco retail policies adopted in California as of July 2022. The main elements of a model TRL policy are: 1) All existing tobacco product retailers must obtain a nontransferable license, 2) Violation of federal, state, or local tobacco laws is a violation of the local TRL, and 3) Pay an annual licensing fee that fully covers all program costs, including administration and enforcement. Many options are available in the model policy, which provides more comprehensive youth protections for communities to consider.

Local tobacco-control leaders have reviewed the model policy in detail and selected several components considered most practical for local jurisdictions at this time. The selection of policy options is based on the current state of local regulations, local capacity to implement and enforce new policies, policy implementation technical assistance available, and the potential for improving the community's health.

A tobacco retail license policy could establish the following policy provisions (see attached Tobacco Retail License Policy Options for more detail):

- Prohibit the sale of all flavored tobacco products (closes the statewide flavored product ban loopholes for ease of enforcement).
- Prohibit the issuance of a new license to stores near schools and youth centers.
- Prohibit the issuance of a license to stores that contain a pharmacy.
- Prohibit a new license to stores close to other tobacco retailers.
- Cap the total number of allowable tobacco retailers.
- Prohibit tobacco advertising and product placement in kid-friendly locations.

### **Fees and Enforcement**

Local Tobacco Retail License fees are just high enough to support and sustain local administration and enforcement. The average TRL fee in California was \$344 per year, ranging from \$10 to \$1,500, with \$475 being the most common fee. The Public Health Law Center has a TRL fee calculator to assist communities in selecting a reasonable fee for the number of retailers in their jurisdiction. Currently, the City of Rio Dell has six tobacco retailers.

The model TRL policy provides options for each community to determine the best enforcement procedure. Typically, local law or code enforcement monitor a local TRL. At this time, local grant-funded projects (Tobacco-Free North Coast, NorCal for Health, and Communities Addressing Nicotine) are available to provide merchant education and technical assistance to implement TRL, conduct merchant and community policy

education, and perform TRL compliance audits. These TA providers can also collaborate with local law enforcement to conduct young adult tobacco purchase surveys as needed to evaluate the TRL policy's objective of reducing illegal tobacco sales.

**Attachments:**

- How Tobacco Retail License Reduce Youth Tobacco & Nicotine Use
- Tobacco Retail License Policy Options
- Product Placement & Ads Increase Youth Nicotine Use
- Tobacco Retail License Enforcement & Statewide Enforcement

Model Policy with Annotations can be found here:

<https://www.publichealthlawcenter.org/sites/default/files/resources/Comp-Tobacco-Retailer-License.pdf>

Visit the page below to watch "North Coast Youth Perspective on Vaping"

<https://norcal4health.org/local-voices-video-series>

Your Presenters:

Jay McCubbrey

Tobacco-Free North Coast

707-951-6715

[jay.tfnc@gmail.com](mailto:jay.tfnc@gmail.com)

Amber Weir

NorCal 4 Health

707-951-7317

[awier@healthcollaborative.org](mailto:awier@healthcollaborative.org)

Jay Macedo

Communities Addressing Nicotine

916-267-7071

[jaymacedoconsulting@gmail.com](mailto:jaymacedoconsulting@gmail.com)

# HOW TOBACCO RETAIL POLICIES REDUCE YOUTH TOBACCO AND NICOTINE USE

RIO DELL, CA 2022

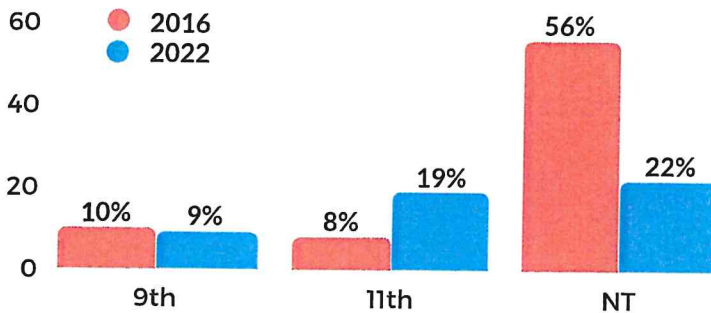
A national survey of 1,000 12- to 17-year-olds in 2018 found:<sup>1</sup>

- **74% of youth obtained their vape device from a store** →
- 52% from a social source
- 6% from internet.

Students were allowed to choose multiple answers.

Rio Dell has **MORE THAN** the state average of tobacco retailers per population

**RIO DELL YOUTH WHO VAPED IN THE LAST 30 DAYS**



NT = non traditional students (like Charter Schools)

Source: Fortuna Union Schools, California Healthy Kids Survey, 2015-16<sup>2</sup> & 2021-22<sup>3</sup>



- California = 2 tobacco retailers for every 2,500 residents<sup>4</sup>
- Rio Dell = 4.5 tobacco retailers for every 2,500 residents<sup>4</sup>

## WHAT IS A TOBACCO RETAIL LICENSE (TRL)?

A tool communities can use to ensure the quality of life for residents and reduce youth initiation into tobacco and nicotine use.

**Tobacco Retail Licensing (TRL) has shown to reduce youth access**

### YOUTH SALES RATES BEFORE AND AFTER ADOPTION OF TRL<sup>5</sup>

| City / County | Date Passed | Annual Fee | Before Adoption | After Adoption |
|---------------|-------------|------------|-----------------|----------------|
| Yolo County   | 2006        | \$377      | 28%             | 7.8%           |
| Morgan Hill   | 2014        | \$125      | 15%             | 0%             |
| Oroville      | 2013        | \$30       | 22.6%           | 0%             |

\*For list of more before and after numbers see Sept 2018 Tobacco Retailer Licensing is Effective

**KIDS WHO SEE IT TRY IT.**



# COMMUNITIES CAN CHOOSE TO ADOPT A TRL OR STAND ALONE POLICIES THAT CAN...

## REDUCE TOBACCO RETAIL DENSITY

- Cap the number of tobacco retailers to 1 per 2500 residents.
- Restrict pharmacies from selling tobacco products.

## ELIMINATE THE SALE OF FLAVORED TOBACCO

- Flavor restrictions in TRL will support local enforcement of the state law.
- As of November 2022, 137 communities in California already had policies limiting the sale of flavored tobacco, including Mendocino County.<sup>6</sup>

## LIMIT PRODUCTS PLACEMENT AND ADVERTISING

- Limit storefront advertising to no more than 10% coverage of doors and windows.
- Restrict placement of tobacco/vape advertising, displays, and product within a certain distance of youth oriented merchandise (candy, soda, snacks, etc.).

## Implementation of a Comprehensive Tobacco Retail License (TRL) will:

- Fund enforcement of tobacco sales regulations at *no cost to the taxpayer*.
- Prevent illegal sales of nicotine and tobacco products.
- Level the playing field for all business owners.
- Provide weight to current sales laws by imposing a threat of suspension for repeated violations.
- Reduce productivity loss, health insurance costs (including Medicaid), related illness and death.
- Support economic prosperity through healthy community planning.

## LOCAL TOBACCO CONTROL PROJECTS CAN...

- Provide model policy language.
- Offer free legal technical assistance.
- Help draft retail licensing policy specific to the needs of local communities.
- Provide opportunities for community collaboration and action through local coalitions.

LEARN MORE



SCAN ME



**NorCal 4 Health**  
DEL NORTE • HUMBOLDT • MENDOCINO • LAKE  
www.NorCal4Health.org



### Sources:

1. Truth Initiative, *Where are kids getting JUUL?*, May 29, 2018. <https://truthinitiative.org/research-resources/emerging-tobacco-products/where-are-kids-getting-juul>. Accessed 12/28/2021
2. Fortuna Union High School District. *California Healthy Kids Survey, 2015-16: Main Report*. San Francisco: WestEd Health & Human Development Program for the California Department of Education.
3. Fortuna Union High School District. *California Healthy Kids Survey, 2021-2022: Main Report*. San Francisco: WestEd Health and Justice Program for the California Department of Education.
4. *California Tobacco Health Assessment Tool*. <https://cthat.org/> Accessed 12/28/21
5. The Center for Tobacco Policy & Organizing | American Lung Association in California. *Tobacco Retailer Licensing is Effective*. September, 2018 Retrieved from <https://www.co.monterey.ca.us/Home/ShowDocument?id=71196>
6. TobaccoFreeCA. *Locations of Flavored Tobacco Policies in California as of November 22, 2022*. Report downloaded from, The Health Effect of Vaping on Teens | Learn More | Flavors Hook Kids. California Tobacco Control Program - English, <https://www.flavorshookkids.org/>. Accessed 1/10/2022



# Tobacco Retail License Policy Options

Rio Dell, CA

## The Basics (Core elements of policy)

- All tobacco product retailers must obtain a nontransferable License.
- Pay an annual licensing fee that fully covers all program costs, including administration and enforcement.
- Licensing program will be administered by (eg, who issues the license?):
- Licensing program will be enforced by \_\_\_\_\_ but also enforceable by any agency.
- Youth decoy operations will be conducted by (if different from enforcement agency):
- Each violation results in a suspension of the privilege to sell tobacco products and paraphernalia for (30) days for a 1st licensing violation; (90) days for a 2nd violation; (365) days for a 3rd violation; and revocation of the privilege for a 4th violation.
- Number of years past violations will be tracked (minimum of 5 years):
- Number of mandatory inspections is (eg, times each store is checked per year): 1
- The hearing process will be an administrative process (attorneys and court system need not be involved).

## Additional Recommended Options (with brief explanation).

- **Prohibit the sale of all flavored tobacco products.** This would allow for local monitoring and enforcement of the statewide ban on flavored tobacco.
- **No new licenses near schools and youth-populated areas (1000').** This would be similar to the policy for cannabis operations.
- **Restrict placement of tobacco products and advertising in kid-friendly locations.** Set a minimum distance between tobacco advertising visible from youth-oriented facilities (1000'), and advertising of tobacco products within the store (5') in proximity to kid-friendly products such as candy, chips, sodas, etc.
- **New tobacco retailers must be located a specified minimum distance from existing retailers.** This prevents inequitable concentration of unhealthy options in neighborhoods.
- **No license for a business that contains a pharmacy.** Corporate pharmacies (such as Walgreens and Rite-Aid) are now used to this and will comply without argument. There are currently no independent pharmacies in Humboldt County that sell tobacco.
- **Number of new licenses is limited based on population.** State Alcoholic Beverage Control (ABC) recommends 1 retailer for every 2,500 people. The statewide rate is 2. Rio Dell has 4.5. This can be reduced over time with this provision in place along with those listed above.

Here is a useful GIS developed by Stanford University to explore. <https://cthat.org/>



# Reduce Youth Tobacco and Nicotine Use: Product Placement and Advertising



## TOBACCO COMPANIES KNOW...<sup>1</sup>

- 90% OF SMOKERS TODAY STARTED BEFORE THEY WERE 18
- EXPOSURE TO MARKETING MORE THAN DOUBLES THE ODDS THAT KIDS WILL USE TOBACCO
- YOUTH ARE MORE LIKELY TO BE INFLUENCED BY ADS THAN BY PEER PRESSURE
- YOUTH ARE 3 TIMES MORE SENSITIVE TO TOBACCO ADS THAN ADULTS



### WHAT WE KNOW

POINT OF SALE ADVERTISING BANS ARE ASSOCIATED WITH LESS EXPERIMENTAL SMOKING AMONG YOUTH<sup>1</sup>

## ACTIONS COMMUNITIES CAN TAKE

- **LIMIT** storefront advertising to no more than 10% coverage of doors and windows.
- **RESTRICT** placement of tobacco/vape advertising, displays and products within a certain distance of youth-oriented merchandise (candy, soda, snacks, etc.).

## LOCAL TOBACCO CONTROL PROJECTS CAN HELP

- Provide model policy language.
- Offer free legal resources and technical assistance.
- Help draft retail licensing policy specific to the needs of local communities.
- Provide opportunities for community collaboration and action through local coalitions.



For assistance and more information visit:

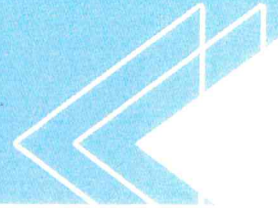
[www.NorCal4Health.org](http://www.NorCal4Health.org)  
Facebook: [NorCal 4 Health](https://www.facebook.com/NorCal4Health)



1 - The Association between Point-of-Sale Advertising Bans and Youth Experimental Smoking: Findings from the Global Youth Tobacco Survey (GYTS). DECEMBER, 2015. AIMS Public Health, 2 (4): 832-843 DOI: 10.3934/publichealth.2015.4.832



# Tobacco Retail License Policy: Enforcement



TRL policies empower local communities to control where, how and when tobacco products are sold. The policies create a level playing field for all tobacco retailers and help assure that local merchants operate in a fair and law-abiding marketplace.

The model TRL policy provides options for each community to determine the best enforcement procedure.<sup>1</sup> This is often done by designating local public health, environmental health or code enforcement departments with primary jurisdiction over monitoring and enforcement through administrative procedures. Local law enforcement often collaborates in regular young adult purchase surveys.

## **A typical path could include the following:**

- ① The new TRL requirement could be issued through a regular business license procedure.
- ② Environmental Health could add a check-list for monitoring tobacco products sales and other possible restrictions such as price promotion or product display restrictions, to include in their annual inspections.
- ③ Regular young adult purchase surveys could be conducted by local health departments or law enforcement with results provided to public health for administrative action when needed.

Local Tobacco Retail License fees are just high enough to support and sustain local administration and enforcement of underage sales laws. According to the most recent report from American Nonsmokers' Rights Foundation, the average TRL fee in California was \$344 per year (some include additional initial application fees).<sup>2</sup> Annual fees range from as low as \$10 to \$1,500, with \$475 being the most common fee. Fees can be adjusted as needed. A simple tool is available to determine an appropriate fee for each jurisdiction: (<https://www.publichealthlawcenter.org/resources/tobacco-retail-licensing-calculator>)

Without TRL, there is no local funding available to law enforcement, other than temporary grant-based funding through the California Department of Justice. Rural and remote locations such as those on the North Coast receive little support from federal and state agencies.


**Without local engagement, there is no reliable way to monitor and/or fund enforcement of illegal tobacco sales.**



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



For Meeting of: February 7, 2023

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Kyle Knopp, City Manager  
Date: February 2, 2023  
Subject: Memorandum of Understanding (MOU) with the County to Administer the City CDBG Projects and Programs

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**Recommendation:**

That the City Council:

1. Receive a brief staff presentation regarding entering into a Memorandum of Understanding (MOU) with the County to Administer the City CDBG Projects and Programs; and
2. Open the public hearing, receive public input, close the public hearing; and
3. Authorize the City Manager to execute the Memorandum of Understanding (MOU) with the County to Administer the City CDBG Projects and Programs.

**Background and Discussion**

As the Council is aware the administering the CDBG programs is an arduous and challenging task. The rules are always changing and it is very difficult for small organizations to administer the programs. In addition, the City does not have the capacity to administer the programs.



The County has generously offered to assist the City in administering the CDBP programs. Of course, the City would be responsible for reimbursing the County for their time in administering the programs. It should be noted that the City is entitled to 17% of the Program Income funds for administration. Those funds are typically swept into the General Fund.

Staff is supportive of the County's offer in that it will help our residents obtain loans for the City's CDBG programs, including the new proposed Residential Rental Rehabilitation program.

**Attachments**

Attachment 1: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF HUMBOLDT AND THE CITY OF RIO DELL  
TO PROVIDE ASSISTANCE ADMINISTERING  
CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by and between the County of Humboldt, a political subdivision of the State of California, herein referred to as "COUNTY" and the City of Rio Dell, an incorporated city, herein referred to as "CITY" and collectively referred to as the "PARTIES."

WHEREAS, the PARTIES desire to allow the COUNTY to assist in administering CITY's State of California Housing and Community Development (HCD) projects and programs; and

WHEREAS, the CITY has HCD funding to pay the COUNTY to assist in administration of the CITY's HCD programs and projects; and

WHEREAS, the PARTIES now desire to enter into this Agreement to have the CITY pay the COUNTY to act as a resource and assist in managing the HCD Housing Programs and other HCD programs.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. COUNTY agrees to answer general questions and assist CITY with HCD programs and projects as outlined in the Scope of Services in Attachment A, which is incorporated herein by reference.
2. CITY shall compensate COUNTY for all services performed pursuant to this Agreement.
  - a. Compensation shall be billed at a burdened hourly rate. The burdened rate includes salaries and benefits. Burden rates are subject to change.
  - b. COUNTY will bill for travel expenses on a reimbursable basis at the government rate, based on GSA website, <https://www.gsa.gov/travel/plan-book/per-diem-rates>.
  - c. COUNTY will provide CITY with a detailed billing invoice no less than quarterly setting forth both the hours expended and the travel expenses incurred pursuant to this Agreement. CITY shall thereafter pay COUNTY the amount as stated in the billing statement within thirty (30) days of submission of such statement to the CITY.
3. CITY will allow COUNTY HCD funds to be used within the jurisdiction boundaries if approved by the State of California staff, and shall allow any loans repaid to accrue and be deposited in COUNTY restricted program income accounts.
4. Term of Agreement: This agreement shall commence upon the signatures of both parties and shall terminate December 31, 2026. Early termination of the Contract may be effectuated by written notice from the County, without the need for action or ratification by the Humboldt County Board of Supervisors, upon twenty (20) days written notice of such termination. Early termination of the Contract may also be effectuated by written notice from the City of Rio Dell, without need for action or ratification by the Rio Dell City Council, upon twenty (20) days written notice of such termination.
5. Any notice required to be given pursuant to the terms and provisions herein shall be sent

by First Class Mail, return receipt requested to the following addresses and shall be deemed received when placed in the stream of mail:

County of Humboldt  
Director of Planning and Building  
3015 H Street  
Eureka, CA 95501

City of Rio Dell  
City Manager  
621 11<sup>th</sup> Street  
Rio Dell, CA 95540

6. The COUNTY and the CITY are separate political agencies, COUNTY being a subdivision of the State of California and CITY being a municipal corporation, and as such, they are independent contractors with respect to each other. This agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Nothing in this agreement shall be construed to create an employment relationship between CITY and any employee of COUNTY, or between COUNTY and any employee of CITY. Each party shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Neither party's employees shall be entitled to any employee benefits from the other party.

7. INDEMNIFICATION:

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

8. INSURANCE REQUIREMENTS:

- A. General Insurance Requirements. Without limiting either party's indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.
- B. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms and conditions of this MOU shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.



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

CITY: City of Rio Dell  
City Manager  
621 11<sup>th</sup> Street  
Rio Dell, CA 95540

9. CITY certifies by its signature below that CITY is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CITY becomes a nuclear weapons contractor.
10. This agreement shall constitute the entire agreement between the PARTIES relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms which are embodied in this agreement are hereby ratified.
11. COUNTY is aware of and will comply with all federal overlays in the carrying out task that are undertaken while performing the tasks of this MOU. Such overarching requirements are attached to this Agreement.
12. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.
13. This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2023:

COUNTY OF HUMBOLDT

CITY OF RIO DELL

By \_\_\_\_\_  
Steve Madrone  
Chairman  
Humboldt County Board of Supervisors

By \_\_\_\_\_  
Kyle Knopp  
City Manager  
City of Rio Dell

ATTACHMENT A  
**SCOPE OF SERVICES**

A. General Administrative Tasks

1. COUNTY shall answer general questions and assist the CITY with interpreting HCD regulations.
2. COUNTY shall assist CITY with HCD correspondence and Reports.
3. COUNTY shall assist CITY in keeping complete files for its permanent record.
4. COUNTY and CITY shall work together to ensure State and Federal requirements are met. If the COUNTY becomes aware of any compliance problems staff will summarize the issues and submit a recommended course of action to CITY.

B. HCD Grant Writing

1. COUNTY shall assist CITY in determining eligible projects.
2. COUNTY shall assist in preparing applications
3. CITY will be responsible for securing City Council approval.

C. Project Administration for City & County funds for HCD Projects and Programs.

1. COUNTY shall assist in basic set-up tasks, such as preparing Program Guidelines or clearing Special Conditions, and may act as the be primary contact with HCD staff.
2. COUNTY will conduct prevailing wage monitoring or assist the agency in finding a qualified entity to conduct the monitoring.
3. COUNTY shall assist in ongoing Program administration, as requested by CITY.
4. CITY shall assist in preparing bid, award, and manage contracts associated with projects.
5. CITY will be responsible for securing City Council approval.

## **Federal Overlays**

### **1. General Administration**

The County shall provide all required financial oversight and grant reporting for the stated goals for the City, including any monitoring and reporting requirements specified in the CDBG Grant Management Manual.

#### **1.1.National Objectives**

All activities must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The County certifies that the activity(ies) carried out under this Agreement will meet CDBG National Objectives by primarily benefiting the low-mod income individuals or households. As a public service provider, the primary mission shall be to serve low and moderate-income residents who have insufficient access to economic opportunity and community resources.

### **2. General Conditions**

#### **2.1.General Compliance**

The County agrees to comply with the requirements of Title 2 CFR 200-Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the County does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) the County does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The County also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The County further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **2.2.“Independent Contractor”**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The County shall always remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the County is an independent contractor.

#### **2.3.Hold Harmless**

The County shall hold harmless, defend, and indemnify the City from all claims, actions, suits, charges, and judgments whatsoever that arise out of the County's performance or nonperformance of the services or subject matter called for in this Agreement.

#### **2.4.Workers' Compensation**

The County shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

#### **2.5.Insurance & Bonding**

County, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects City and any insurance or self-insurance maintained by

City shall be considered more than County's insurance coverage and shall not contribute to it. If County normally carries insurance in an amount greater than the minimum amount required by the City for this Agreement, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. Therefore, County hereby acknowledges and agrees that all insurances carried by it shall be deemed liability coverage for all actions it performs in connection with this Agreement.

If County utilizes one or more subcontractors in the performance of this Agreement, County shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of County in this Agreement, unless County and City both initial here \_\_\_\_ / \_\_\_\_.

**2.5.1. Types of Insurance and Minimum Limits**

Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the County has no employees and certifies to this fact by initialing here \_\_\_\_.

**2.5.2. Automobile Liability Insurance**

For each of County's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by employees), leased, or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the County does not drive a vehicle in conjunction with any part of the performance of this Agreement and County and City both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

**2.5.3. Comprehensive or Commercial General Liability Insurance**

Coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

**2.5.4. Professional Liability Insurance**

Professional Liability Insurance in the minimum amount of \$X.XX combined single limit, if, and only if, this Subparagraph is initialed by County and City. Initial here initialing here \_\_\_\_ / \_\_\_\_.

Other Insurance Provisions

- If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, County agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post Agreement coverage") and any extensions thereof. County may maintain the required post Agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement to purchase prior acts or tail coverage for post Agreement coverage shall be deemed to be reasonable.
- All policies of Comprehensive or Commercial General Liability Insurance shall be

endorsed to cover the Rio Dell, its officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of County, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

- All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

County of Humboldt  
Director of Planning and Building  
3015 H Street  
Eureka, CA 95501

City of Rio Dell  
City Manager  
621 11<sup>th</sup> Street  
Rio Dell, CA 95540

- Should County fail to obtain such an endorsement to any policy required hereunder, County shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the City as a material term of this Agreement.
- County agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide City on or before the effective date of this Agreement with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the County’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

County of Humboldt  
John H. Ford  
Director of Planning and Building  
3015 H Street  
Eureka, CA 95501

City of Rio Dell  
Kyle Knopp  
City Manager  
621 11<sup>th</sup> Street  
Rio Dell, CA 95540

- County hereby grants to City a waiver of any right of subrogation which any insurer of said County may acquire against the City by virtue of the payment of any loss under such insurance. County agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.
- County shall comply with the bonding and insurance requirements of 2 CFR 200.325 (Bonding Requirements), 2 CFR 200.310 (Insurance Coverage), and 2 CFR 200.447 (Insurance Requirements).

## 2.6. City Recognition

The County shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the County will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## **2.7. Amendments**

The City or County may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or County from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and County.

## **2.8. Suspension or Termination**

In accordance with 24 CFR 200.339 the City may suspend or terminate this Agreement if the County materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the County to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement; or
- Submission by the County to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either the City or the County, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

## **3. Administrative Requirements**

### **3.1. Financial Management**

#### **3.1.1. Accounting Standards**

The County agrees to comply with 2 CFR 200.302 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **3.1.2. Cost Principles**

The County shall administer its program in conformance with 2 CFR 200 Subpart E, Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **3.2. Documentation and Record Keeping**

#### **3.2.1. Records to be Maintained**



The County shall maintain all records required by the Federal regulations specified in 2 CFR 200.333 (Retention Requirements for Records) and 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine the eligibility of activities;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**3.2.2. Retention**

The County shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**3.2.3. Client Data**

The County shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

**3.2.4. Disclosure**

The County understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or County's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

**3.2.5. Closeouts**

The County's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain

in effect during any period that the County has control over CDBG funds, including program income.

### **3.2.6. Audits & Inspections**

All County records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the County within 30 days after receipt by the County. Failure of the County to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments. The County hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning County audits and 2 CFR Part 200 Subpart F Audit Requirements.

## **3.3. Payment Procedures**

### **3.3.1. Payment Procedures**

The City will pay to the County funds available under this Agreement based upon information submitted by the County and consistent with any approved budget and City policy concerning payments. Except for certain advances, payments will be made for eligible expenses actually incurred by the County, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in County accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the County.

## **3.4. Procurement**

### **3.4.1. Compliance**

The County shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

### **3.4.2. Methods and Standards**

Unless specified otherwise within this agreement, the County shall procure all materials, property, or professional services, in accordance with the requirements at 2 CFR 200.317 through 200.326.

## **4. Relocation, Real Property Acquisition and One-for-One Housing Replacement**

The County agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The County shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The County also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **5. Personnel & Participant Conditions**

## **5.1.Civil Rights**

### **5.1.1. Compliance**

The County agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

### **5.1.2. Nondiscrimination**

The County agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

### **5.1.3. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the County shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The County, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

### **5.1.4. Section 504**

The County agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the County with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## **5.2.Affirmative Action**

### **5.2.1. Approved Plan**

The County agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the County to assist in the formulation of such program. The County shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

### **5.2.2. Women- and Minority-Owned Businesses (W/MBE)**

The County will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. To this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### **5.2.3. Access to Records**

The County shall furnish and cause each of its own Countys or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### **5.2.4. Notifications**

The County will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the County's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### **5.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement**

The County will, in all solicitations or advertisements for employees placed by or on behalf of the County, state that it is an Equal Opportunity or Affirmative Action employer.

The State of California is an equal opportunity employer to all, regardless of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation.

All state agencies have an affirmative duty to take reasonable steps to prevent and promptly address discrimination and harassment in the workplace. Agencies are responsible for integrating equal employment opportunity into every aspect of human resource management policies and practices in the recruitment, examination, selection, training and advancement of employees.

### **5.2.6. Subcontract Provisions**

The County will include the provisions of Section 12.1, Civil Rights, and Section 12.2, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Countys or subcontractors.

### 5.3. Employment Restrictions

#### 5.3.1. Prohibited Activity

The County is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities; lobbying; political patronage; and nepotism activities.

#### 5.3.2. Labor Standards

The County agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The County agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The County shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The County agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the County of its obligation, if any, to require payment of the higher wage. The County shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

#### 5.3.3 Section 3

**Contract provisions.** (a) Recipients must include language applying Section 3 requirements in any County agreement or contract for a Section 3 project. (b) Recipients of Section 3 funding must require Countys, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or County agreements, program regulatory agreements, or contracts.

#### Requirements.

##### Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

#### “Section 3” Clause

- Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided



under this contract and binding upon the City, the County and any of the County's Countys and subcontractors. Failure to fulfill these requirements shall subject the City, the County and any of the County's Countys and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The County certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The County further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The County further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The County certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- **Notifications:** The County agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- **Subcontracts:** The County will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The County will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### 5.4. Conduct

#### **5.4.1. Assignability**

The County shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the County from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

#### **5.4.2. Subcontracts**

- **Approvals:** The County shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.
- **Monitoring:** The County will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- **Content:** The County shall cause all the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- **Selection Process:** The County shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

#### **5.4.3 Debarment and Suspension [Executive Orders 12549 and 12689]**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **5.4.4 Hatch Act**

The County agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

#### **5.4.5. Conflict of Interest**

The County agrees to abide by the provisions of 2 CFR 200.112- Conflict of Interest and 570.611, which include (but are not limited to) the following:

- The County shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- No employee, officer, or agent of the County shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial

interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the County, or any designated public agency.

#### **5.5. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

The County hereby certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Counties shall certify and disclose accordingly:
- Lobbying Certification  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **5.6. Copyright**

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### **5.7. Religious Activities**

The County agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

#### **5.8 Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

## **6. Environmental Conditions**

### **6.4. Air and Water**

The County agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

### **6.5. Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the County shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

### **6.6. Lead-Based Paint**

The County agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

### **6.7. Historic Preservation**

The County agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### **6.5 Energy Policy and Conservation Act**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

### **6.6 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **7. Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

### **8. Section Headings and Subheadings**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

### **9. Waiver**

The City's failure to act with respect to a breach by the County does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.



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



**For Meeting of: February 7, 2023**

To: City Council  
From: Kevin Caldwell, Community Development Director  
Through: Kyle Knopp, City Manager  
Date: February 2, 2023  
Subject: Memorandum of Understanding (MOU) with the County to Administer the City CDBG Projects and Programs

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**Recommendation:**

That the City Council:

1. Receive a brief staff presentation regarding entering into a Memorandum of Understanding (MOU) with the County to Administer the City CDBG Projects and Programs; and
2. Open the public hearing, receive public input, close the public hearing; and
3. Authorize the City Manager to execute the Memorandum of Understanding (MOU) with the County to Administer the City CDBG Projects and Programs.

**Background and Discussion**

As the Council is aware the administering the CDBG programs is an arduous and challenging task. The rules are always changing and it is very difficult for small organizations to administer the programs. In addition, the City does not have the capacity to administer the programs.

The County has generously offered to assist the City in administering the CDBP programs. Of course, the City would be responsible for reimbursing the County for their time in administering the programs. It should be noted that the City is entitled to 17% of the Program Income funds for administration. Those funds are typically swept into the General Fund.

Staff is supportive of the County's offer in that it will help our residents obtain loans for the City's CDBG programs, including the new proposed Residential Rental Rehabilitation program.



### **Attachments**

Attachment 1: Memorandum of Understanding

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



For Meeting of: February 7, 2023

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Kyle Knopp, City Manager   
Date: February 2, 2023  
Subject: CDBG Program Income

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**Recommendation:**

That the City Council:

1. Receive a brief staff presentation regarding eliminating the use of Program Income for the replacement of the Painter Street sewer line and re-establishing the City's Owner-Occupied Rehabilitation program and establishing a Residential Rental Rehabilitation program; and
2. Open the public hearing, receive public input, close the public hearing; and
3. Approve Resolution No. 1572-2023 authorizing staff to make application to the Department of Housing and Community Development (HCD) to redirect the use of CDBG Program Income back to the City Owner Occupied Rehabilitation program and establishing a Residential Rental Rehabilitation program.

## **Background and Discussion**

As reported to the Council at your meeting of March 15, 2022, the City was informed that we must expend or at least have the City's Program Income (PI) encumbered by June 30, 2022 or return it to the State.

At that meeting the Council directed that the funds be used for the planned drainage improvements on the western portion of the Belleview/Ogle neighborhood. In order to utilize the PI funds, the City was obligated to conduct an Income Survey demonstrating that the area is a low to moderate income (LMI) area. As the Council may remember the response rate was disappointingly low. Based on the low response, staff reached out to HCD for direction/advice. It was determined that the City identify an LMI area and pursue a supplemental activity in that area. The only recognized LMI area is that portion of the City east of Highway 101.

At the meeting of July 5, 2022, the Council ultimately decided to earmark the funds for the Painter Street sewer line replacement project. However, due to the recent earthquakes and the damage they have caused, staff is recommending shifting the use of the Program Income funds from the Painter Street sewer line project and directing those funds to the City's Owner-Occupied Rehabilitation program and a newly to be established Residential Rental Rehabilitation program. There is currently about \$600,000 in Program Income.

As required by HCD, the Public Notice of the intent of use of funds and the Public Hearing was posted on February 2, 2023 at City Hall, the library, Post Office, the City parking lot bulletin board and on the City's website.

Also, on the Council agenda for your February 7, 2023 meeting is an MOU with the County to administer the City's Owner-Occupied Rehabilitation program and the to be established Residential Rental Rehabilitation program.

## **Attachments**

Attachment 1: Resolution 1571-2023.



**RESOLUTION NO. 1571-2023**



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING RESOLUTION NO. 1545-2022 WHICH AUTHORIZED THE  
USE OF THE CITY'S CDBG PROGRAM INCOME FOR THE PAINTER  
STREET SEWER MAIN REPLACEMENT.**

**THIS RESOLUTION IS TO REALLOCATE THE CITY'S PROGRAM  
INCOME BACK TO THE CITY'S OWNER-OCCUPIED REHABILITATION  
(OOR) PROGRAM.**

**THIS RESOLUTION ALSO APPROVES THE USE OF THE CITY'S  
PROGRAM INCOME FOR RESIDENTIAL RENTAL REHABILITATION,  
INCLUDING MULTI-FAMILY (2 OF MORE UNITS) AND AUTHORIZES  
THE CITY MANAGER TO MAKE APPLICATION TO THE DEPARTMENT  
OF HOUSING AND COMMUNITY DEVELOPMENT FOR ADDITIONAL  
FUNDING.**

**WHEREAS** on July 5, 2022 the City Council adopted Resolution No. 1545-2022 which authorized the use of the City's CDBG program income for the Painter Street sewer main replacement; and

**WHEREAS** on December 20, 2022 a 6.4 magnitude earthquake struck the region just off the coast of Ferndale; and

**WHEREAS**, a combination of factors, including how the rupture traveled inland on an east-north-east trajectory, placed the quake's bullseye on Rio Dell; and

**WHEREAS**, felt as far away as Redding and the Bay Area, the magnitude 6.4 quake plunged the entire region into darkness and is estimated to have caused some \$30 million in damage countywide, most of which was centered in Rio Dell; and



**WHEREAS**, the earthquake resulted in almost 100 structures, almost all residences, being deemed unsafe and “Red Tagged”; and

**WHEREAS**, the earthquake also resulted in almost 300 additional structures, again being almost all residential structures, being “Yellow Tagged” restricting or limiting the use of the buildings; and

**WHEREAS**, many of the damaged residences provide housing to the City’s low to moderate income families; and

**WHEREAS**, it is the intent of the City to offer to those qualifying homeowner’s loans for the earthquake damage repairs for owner occupied residences and residential rentals, including multi-family units (2 or more units); and

**WHEREAS**, this Resolution also authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City’s behalf in all matters pertaining to all such applications.

**BE IT RESOLVED** by the City Council of the City of Rio Dell as follows:

**SECTION 1:**

The City Council has reviewed and hereby approves the submission to the State of California a request and/or application to reallocate the City’s program income back to the City’s Owner-Occupied Rehabilitation (OOR) program and to establish a Residential Rental Rehabilitation (RRR), including multi-family units (2 or more units) program.

**SECTION 2:**

The City hereby approves the use of Program Income for the CDBG activities in Section 1.

**SECTION 3:**

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

**SECTION 4:**

The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City’s behalf in all matters pertaining to all such applications.

**SECTION 5:**

If an application is approved, the City Manager or designee, is authorized to enter into, execute and deliver the grant agreement (i.e. Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

**SECTION 6:**

If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**PASSED and ADOPTED** at a regular meeting of the City Council of the City of Rio Dell on February 7, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Mayor Debra Garnes

STATE OF CALIFORNIA  
City of Rio Dell

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. 1571-2023 adopted by the City Council of the City of Rio Dell on February 7, 2023.

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Karen Dunham, City Clerk, City of Rio Dell