



**AGENDA**  
**RIO DELL CITY COUNCIL**  
**CLOSED SESSION – 6:00 P.M.**  
**REGULAR MEETING – 6:30 P.M.**  
**TUESDAY, MARCH 15, 2016**  
**CITY COUNCIL CHAMBERS**  
**675 WILDWOOD AVENUE, RIO DELL**

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

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.*

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

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:**

- 1) 2016/0315.01 - **EMPLOYEE NEGOTIATIONS – Conference with Labor Negotiator**  
City's Labor Negotiator: Kyle Knopp, City Manager  
Employee Organizations: Rio Dell Employees Association, Rio Dell Police Officers Association and all Contract Employees  
(Pursuant to Gov't Code Section 54957.6)

**D. PUBLIC COMMENT REGARDING CLOSED SESSION**

**E. RECESS INTO CLOSED SESSION**

**F. RECONVENUE 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 intended. Items requiring Council action not listed on this agenda may be placed on the next regular agenda for consideration if the Council directs, unless a finding is made by at least 2/3rds of the Councilmembers present 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 Council members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".*

- 1) 2016/0315.02 - Approve Minutes of the March 1, 2016 Regular Meeting (ACTION) 1
- 2) 2016/0315.03 - Approve Appointment of Melissa Marks to the Rio Dell Planning Commission to the term expiring December 31, 2018. (ACTION) 17
- 3) 2016/0315.04 - Approve Resolution No. 1290-2016 Appointing Voting Delegates to the League of California Cities Redwood Empire Division Business Meeting and Legislative Committee (ACTION) 21
- 4) 2016/0315.05 - Approve Memorandum of Understanding (MOU) with County of Humboldt for assistance with State of California Housing and Community Development Block Grant (CDBG) Program (ACTION) 25
- 5) 2016/0315.06 - Water Rates and Charges for RV and Mobilehome Parks (RECEIVE & FILE) 29

## L. ITEMS REMOVED FROM THE CONSENT CALENDAR

## M. SPECIAL PRESENTATIONS/STUDY SESSIONS

- 1) 2016/0315.07 - Introduction and Presentation from Sara Faught related to services provided by the Rio Dell Community Resource Center (RECEIVE & FILE) 39

## N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2016/0315.08 - Approve Plans and Specifications for the Metropolitan Wells Project and authorize staff to solicit bids for the project (DISCUSSION/POSSIBLE ACTION) 40

- 2) 2016/0315.09 - Approve contract with Miranda's Animal Rescue for Animal Care Services and authorize the City Manager execute the agreement  
(DISCUSSION/POSSIBLE ACTION) 42

O. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2016/0315.10 - Introduction and first reading (by title only) of Ordinance No. 343-2016 Amending Section 17.30.280 of the Rio Dell Municipal Code (RDMC) related to Removal of Natural Materials to accurately reference the California Building Code (DISCUSSION/POSSIBLE ACTION) 62

P. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director - **Check Register for February 2016**
4. Community Development Director

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

*The next regular meeting will be on April 5, 2016  
at 6:30 p.m. in City Hall Council Chambers*

**RIO DELL CITY COUNCIL  
REGULAR MEETING  
MARCH 1, 2016  
MINUTES**

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

**ROLL CALL:** Present: (Closed Session) Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes, Marks and Thompson

Others Present: City Manager Knopp and City Attorney Gans

Present: (Regular Meeting) Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes, Marks and Thompson

Others Present: City Manager Knop, Water Roadways Superintendent Jensen and City Clerk Dunham

Absent: Community Development Director Caldwell, Chief of Police Hill, Finance Director Woodcox, and Wastewater Superintendent Chicora (excused)

**CLOSED SESSION**

EMPLOYEE NEGOTIATIONS – Conference with Labor Negotiator:

City's Labor Negotiator: Kyle Knopp, City Manager

Employee Organizations: Rio Dell Employees Association, Rio Dell Police Officers Association and all Contract Employees (Pursuant to Gov't Code Section 54857.6)

The Council recessed into closed session at 6:00 p.m. with City Manager Knopp and City Attorney Gans.

The Council reconvened into open session at 6:30 p.m.

Mayor Wilson announced there was no reportable action taken in closed session.

**PUBLIC PRESENTATIONS**

**Nick Angeloff** reported on the upcoming Little League season and said the Little League would like permission to utilize the baseball field on the other side of the parking lot because of the strong turnout of kids signing up to play this year. He said with the Council's and staff's permission, the parents will be cleaning up the field to get it ready for practices and possibly games.

He also reported that things are going well with the Chamber of Commerce and thanked those who attended the last Planning Commission meeting as it was well attended.

### CONSENT CALENDAR

Motion was made by Thompson/Johnson to approve the consent calendar including approval of minutes of the February 16, 2016 regular meeting. Motion carried 5-0.

### SPECIAL PRESENTATIONS/STUDY SESSIONS

Presentation/Update from GHD Engineering on Metropolitan Wells Project, Drainage Grants, and Water Infrastructure and authorize the City Manager to sign Scope of Services for Drinking Water Infrastructure Improvement Funding, Planning and Design Project

City Manager Knopp stated that the City Engineer was present to provide an update on three various forms of progress with regard to the Metropolitan Wells Project, the Belleview/Ogle Drainage Project and potential remedies for that situation, and Water Infrastructure Improvements including a proposed scope of work related to the Water Capital Improvement Plan (CIP). He noted that the only Council action requested is related to the scope of services for the Drinking Water Infrastructure Improvement Funding, Planning and Design Project.

Rebecca Crow provided a power point presentation and said she would be talking about three different projects as mentioned by the City Manager including:

- Metropolitan Wells Project
- Water System Capital Improvement Funding
- Proposition 1 State Water Resources Control Board (SWRCB) Storm Water Grant

She provided a project timeline of the Metropolitan Wells Project and a summary of funding sources including \$783,000 from a Prop 84 grant, \$373,000 from an ECWAG grant and the City's 5% contribution of \$57,000 for a total project cost of \$1,213,200.

She reported that currently the design of the project is almost complete and they would be meeting one more time with City staff to go over some of the pumping details as the pumping system is pretty complex.

The final design was expected to be back to the Council for approval by the end of March with bidding during April and May, construction June and July for completion of the project scheduled for September or October of 2016.

Moving on to the Water System Capital Improvement Funding, she reported the City is eligible for a Drinking Water State Revolving Fund planning grant up to \$500,000 with no match

requirement. She said the grant would pay for planning, design, environmental, and permitting costs for capital improvements so basically the State is willing to give Rio Dell potentially 100% funding to move forward in getting projects “shovel ready” on the drinking water side.

She added that potentially they are looking at submitting application to the State to address some high priority projects including:

- Infiltration Gallery Extension
- Replacement of Distribution Piping (2” and 4” or pre-1950 piping)
- Painter Street Tank Replacement
- Miscellaneous Equipment (partially eligible)

Rebecca said the replacement of water meters was also being considered but because they are less than 20 years old, it is her understanding that they are not eligible under the grant.

Councilmember Thompson stated that he would like to see the infiltration gallery extension removed from the 5-year plan because it is working and the wells are coming online as a backup water source. He said the City has approximately 65,000 feet of pre-1968 distribution piping and felt the replacement of piping is more important.

He said he attended a groundwater workshop with the City Manager and representatives of the County who are responsible for the Eel River Valley Groundwater sustainability project and they are going to be looking at all of the wells within the Eel River Valley and monitoring the water level data including the Metropolitan Well site. He commented that the \$1,000,000 estimated for the infiltration gallery extension doesn’t guarantee that it will adequately fix the problems. He said with the wells online, it doesn’t really matter how low the water level gets in the river so he feels it would be more prudent to table the extension of the gallery for five years and move forward more aggressively with the distribution piping. He said this will allow time to get a better idea of how the emergency wells are doing and see where the groundwater table is. He said at the end of five years, the City may want to keep the wells as the primary water source rather than deal with the muddy river water. He pointed out that in five years there will be new technology and he can’t see spending \$1 million on the infiltration gallery with a backup water system already in place.

Mayor Pro Tem Johnson asked if the likelihood of securing a grant would be more or less with the infiltration gallery included or not included in the application.

Rebecca said typically when the State Division of Drinking Water funds a project; they like to address all of the issues and don’t like to piece-meal a project. She said taking that piece out of the application or leaving it in would not affect the City’s eligibility for the planning grant. She noted that there may be potential to carry forward the item in the planning grant and redefine

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the costs during the construction portion of the process and decide whether to eliminate it or leave it in at that point. She noted that the design portion of the grant will take about a year and staff would have a better idea of how the wells are working.

Mayor Pro Tem Johnson pointed out that the City has a settlement agreement with SHN Engineering related to the infiltration gallery, the money is in the bank and plans are at 99% that will only require a small amount of tweaking. He said he is not in favor of putting the project on the shelf for five years. He added that he really likes the idea of having redundancy in the water system and doesn't want to go through the problem of low water in the summer then the possibility of burning up pumps and scratching around the river trying to channel the water. He asked Water Superintendent Jensen his opinion on the subject.

Water Superintendent Jensen stated that the City has basically gone through two serious droughts with only two minor adjustments to the river bed itself so the gallery has performed pretty well although not great. He said having the wells online is a benefit both for summer drought conditions and winter turbidity issues. He noted that construction for the pipe going out to the river to bring the river closer to the gallery is an advantage but the fact is that the gallery is working as it is.

He said the other thing that hasn't been considered is that the permit to remove the gravel will expire in two or three years so maybe instead of waiting five years it might be better to wait two or three and re-evaluate the situation at that time. He said the permits will have to be renewed to do the construction so maybe there will be funding for the pipe extension at that time.

Mayor Pro Tem Johnson pointed out that even if the City gets funding for planning, funding for construction is several years out.

Rebecca said applying for construction funding is about a year out and another factor to consider is that the influx of Prop 1 funding may or may not be available in five years.

Mayor Wilson asked if Prop 1 funds are divided into categories or its one big pot of money.

Rebecca explained the grant is in one pot and is a non-competitive grant with funding on a first-come, first-serve basis for eligible projects until the money is gone.

Councilmember Garnes stated that a lot of money has already been put into the infiltration gallery extension. She commented that the longer you wait the more it will cost to do the improvements. She said the City has already gone through the design phase and to set it aside for five years is probably not a good idea. She added that there has already been so much time

and effort put in and also no one knows how much worse the drought is going to get. Ultimately, the better both systems are, the better off the City will be.

Mayor Wilson said he would like to keep moving forward and if by leaving the project in the application it doesn't affect the City's funding capability then it should be left in because funding in five years is uncertain.

Councilmember Marks asked if the infiltration gallery extension is left in the application and pulled at the construction phase if it would jeopardize the City's chances of getting the construction grant.

Rebecca said at that point the City will hopefully have a better sense of how the wells are working and for the reasons as Councilmember Thompson mentioned, the project could be postponed and justified by the fact that the City wanted to see how the wells are working first. She said she doesn't think it would jeopardize the City's chances of getting the construction grant but it would definitely have to be explained to the State.

Councilmember Thompson asked if there is enough money in the grant to maximize the planning for distribution piping.

Rebecca explained the proposal included the planning and design for all of the components as identified.

Mayor Pro Tem Johnson commented that permits don't simply sit on a shelf and wait until you decide to use them so once they are in hand; it seems the project needs to move forward.

Rebecca explained that typically permits have a 5-year life span and the infiltration gallery project definitely requires the most permitting but those permits are good for five years.

Councilmember Thompson asked if the filters that take the sand out of the water are worn out.

Water Superintendent Jensen said filters 1 and 2 will be re-coated but for the most part are holding up. He agreed the process is pretty labor intensive.

Councilmember Thompson said there is nothing leading him to believe that the wells are not going to be successful and believes they are going to supply the water volume with higher quality than the water coming out of the river with all the groundwater studies that are currently being done. He said unless something shows up contrary to what he has seen, the water source from the wells will be a better way to go and will be easier to maintain and filter and probably more secure against flooding.



He said with regard to the distribution piping, there are thousands of feet of pipes that pre-date 1968 and if any of the pipes, 4 inch or small break, the cost to repair them will be tremendous.

Councilmember Garnes questioned the "emergency status" of the wells.

Water Superintendent Jensen stated the current status of the wells is "standby" with this project but in talking with the State, they are going to become "secondary source" which will enable the City to do all the testing required to be able to use them more than 15 days a year.

Mayor Wilson called for public comment.

Joe Enes agreed with Councilmember Thompson and said \$1 million is a lot of money to spend when it's not an emergency. He said grants come with a price and every time the City gets a grant they have to put up a match and raise water or sewer rates to pay for it. He said Rio Dell is a small city and does not need to compete with large cities with high tech systems.

Mayor Wilson asked for clarification that there is no match requirement or cost to the city with this grant.

Rebecca reiterated that the planning grant has no match requirement and technically speaking is a 100% forgiveness grant. She said at the time of construction, the City could look at the funding situation to see if Prop 1 funding is still available, see if the City is eligible for 100% grant funding and prioritize projects at that time. She noted that in the long term, having two reliable water sources is preferred and also agreed that addressing the distribution piping is a big priority.

Next was a review of options related to the Ogle/Belleview Drainage and potential funding for the project.

Rebecca explained there may be funding available through the State Water Resources Control Board Prop 1 Storm Water Grant Program. She said the program will fund multi-benefit storm water management projects that do the following:

- Respond to climate change
- Contribute to water security
- Include two additional water supply, water quality, flood management, environmental, or community benefits

The minimum grant is \$250,000 with a maximum grant of \$10 million with a 10% match requirement by the City.

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She said one nice thing about this grant is that there is an optional concept application that can be submitted which is at a much lower level than the regular application process. She noted that the concept application is due April 15, 2016, followed by full application by July 8, 2016.

She recommended submittal of a concept application to obtain preliminary feedback from the State regarding the Ogle/Belleview Drainage project.

City Manager Knopp continued the discussion regarding potential alternative action to address the drainage situation.

He explained that Whitchurch Engineering completed 70% design plans on a drainage solution for the Ogle/Belleview neighborhood which was funded through a CDBG grant. In addition, the City has \$45,000 budgeted in this year's budget to basically take those plans to 100% complete. He said the problem with that is that the overall Whitchurch Plan is an engineered solution in search of a grant and with most grant programs; the grant dictates how they want the project to look. He said in reality, what needs to be done is to tailor it more for the new grant in order to move the project forward.

He then reviewed the handout he provided to Council from Whitchurch Engineering and probable construction costs to break the project out in smaller phases.

Phase I included the installation of two catch basins in the City's right of way along Belleview Ave. fronting the City's parcel and a private residence across the street; installation of approximately 35 feet of 24-30 inch HDPE pipe in the City's right of way across Belleview Ave.; and installation of approximately 300 feet of 24-30 inch HDPE pipe on the city's parcel.

The implementation of Phase I was estimated to relieve approximately 20% of the flooding in the City's right of way fronting some of the residences and also hasten the relief of flooding due to the provision of an additional outfall causing the water to drain from the area faster.

Phase II improvements included the installation of two catch basins in the City's right of way along Belleview Ave. and Ogle Ave. fronting private residences; installation of approximately 200 feet of 24-30 inch HDPE pipe within the proposed public utility easement; installation of approximately 100 feet of 24-30 inch HDPE pipe fronting private residences; and installation of a swale, approximately 4 feet wide, 1 foot deep and 100 feet in length fronting private residences.

The implementation of Phase II was estimated to relieve approximately 75% of the flooding in the western region of the neighborhood.

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City Manager Knopp said the estimated cost for implementation of Phase I and II is \$92,930 so the City would still have to find a way to fund the remaining \$45,000 beyond what is budgeted.

He noted that GHD is proposing a much more comprehensive approach which is also staff's recommendation but wanted the Council to know there is an alternative plan available.

Mayor Pro Tem Johnson questioned Rebecca on whether she felt she could put together a compelling and attractive grant application to the State.

Rebecca stated that she wanted to talk to the City Manager because she hadn't really had a chance to review Whitchurch's final design. She explained that the State is really looking at shifting how the storm water is addressed to pull it back into the water shed for water quality and water supply issues. For this reason, she said she wanted to take a more in-depth look at the project but at this point, at least from the surface it appears the project is eligible and felt it would be worthwhile to submit a concept application. She said this approach is a reduced level of effort and hopefully will provide some good feedback from the State.

Mayor Pro Tem Johnson said that it seems that by adding a retention basin at the outlet before the water goes to the river it will certainly help with water quality which is one of the criteria to meet the State's objective.

City Manager Knopp pointed out that there is access to the City's parcel on Belleview Ave. which is still owned by the water fund and so it would be a good approach to take.

Councilmember Thompson pointed out that there is a massive amount of water that comes off of the hillside and said the pond will be in the river. He said the plan sounds good but the pond is simply not large enough. Also, there will be so much crud coming into it, that it will fill the pond. He commented that GHD has done multiple studies of the Ogle/Belleview neighborhood and may have the numbers related to how many acre feet of water that comes off the hillside. He said the concept is good but there's got to be some other way to deal with the massive amount of water.

Rebecca commented that she believes the water data is included in the Whitchurch study.

Mayor Pro Tem Johnson commented that he has some familiarity with settling basins and the idea is that you get out the settleable solids such as sand and a portion of the silt but the turbidity and unsettable stuff passes on down to the river which in all likelihood, flowing "chocolate". He added that it's not just adding sand and gravel; it's in the sediment basin which we would build to maintain. He said periodically the basins have to be cleaned out which is anticipated in the design.

City Manager Knopp added that this is just one of the things the State is requiring in addition to what the City is attempting to do to improve the drainage in the neighborhood. He noted that there certainly will be some obstacles to cover but the idea is to try and figure out if it is a feasible and comprehensive solution that will last into the future.

He said the problem with the Whitchurch alternative is that there really is no funding for the additional \$45,000 and it is not a long-term solution to address the drainage problems.

He added that the goal is to find the most comprehensive solution as possible and unfortunately, when the State doles out money there are usually strings attached. He said ideally we would find a way to satisfy the State objective and obtain the end results of solving the drainage problems in the Ogle/Belleview neighborhood. He said it may turn out that the city's proposal doesn't meet the State objective but the concept application is the first step in finding out.

Mayor Pro Tem Johnson asked if it would be conceivable to put in an application for the entire project including sediment basins at outlets of both pipes.

City Manager Knopp said it would be an engineering question as to what would make the most attractive application package.

Mayor Pro Tem Johnson said the idea is that you do construction at one time, solve the problem in its totality and don't have to go back and piece-meal it forever; you go in and maintain it and clean up and it's done. He said he personally would like to see an application submitted for the entire project.

Rebecca said the thought is to move forward with application for Prop 1 monies for the entire project and the backup plan if the grant doesn't go through is to try to get something done on the ground to at least try and start to solve some the drainage problems.

Councilmember Thompson questioned the need for a second retention basin at the south end of the neighborhood near the Assembly of God Church. He asked where the idea of retention basins (sediment ponds) came from.

City Manager Knopp explained the concept didn't come from the Whitchurch study but from the grant objective. He said the more attractive the application is to the State, the more likely it will be to get the grant so the application needs to be competitive. He added that there may not need to be a sediment basin near the church.

Rebecca stated that the grant program is looking toward green infrastructure and there are some low impact development best management practices that could be included to meet the

State goals. She said at the same time it's important to make sure that it's not overwhelming anything or causing daily maintenance requirements. She said there are some ways to add some features to the project to make it more appealing to the State and still achieve the City's goals.

City Manager Knopp reiterated that this grant has a 10% match requirement of which the existing \$45,000 budgeted for the project could be potentially applied toward the match.

Mayor Wilson called for public comment on the proposed grant application.

**Melissa Marks** encouraged the Council to move forward noting that the State has been very generous with funding for the Wells Project. She said the funding doesn't come around that often so the City should do as much as possible as the climate may change.

**Nick Angeloff** stated that he had the opportunity to attend a Prop 1 Storm Water training and the first thing they said is that they want to see projects that solve issues, see green projects, and that there's not going to be a lot of implementation grants this year so if you can put together an application, to do so. To sum it up he said "complete projects beginning to end with incorporation of green infrastructure as much as possible." He also indicated that there is very little competition this year.

Rebecca said one of the things they were referring to is that there is a threshold requirement to apply for implementation funding which says you must have a Storm Water Resources Plan unless you are less than 20,000 people; you are economically disadvantaged community; and you are not a co-applicant on any storm water permits. She said Rio Dell meets all three of these requirements so don't have to have a Storm Water Resources Plan in place to be able to go after implementation grant funding. She noted that as the larger cities get these plans in place, the competition will become greater.

**Nick Angeloff** commented that the training sessions were broken up into two sessions; planning, and implementation. He said for the planning session the room was full whereas; for the implementation session there may have been ten people.

City Manager Knopp directed the Council back to the recommended action which was to authorize the City Manager to sign the scope of services for the Drinking Water Infrastructure Improvement Funding, Planning and Design Project with GHD.

He said it is staff's recommendation at this point to include the infiltration gallery extension in the application and noted there will be opportunity to discuss options at a later time. He said in terms of the distribution system and the importance of making sure the piping is replaced, staff is 100% on board. He said the goal is to try and reasonably target the worst and oldest sections

that need to be replaced and that will be the approach. He commented that the goal is not to only address a small fraction of the piping but to try and address the biggest deficiencies in the system.

Motion was made by Johnson/Garnes to authorize the City Manager to sign the scope of services for the Drinking Water Infrastructure Improvement Funding, Planning and Design Project with GHD.

Mayor Wilson asked for clarification that the action includes the submittal of the concept application for the SWRCB Prop 1 Storm Water Grant.

City Manager responded that it did.

Motion then carried 5-0.

#### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

##### Discussion and provide staff direction on amendment to chapter 2.60.020 of the Rio Dell Municipal Code to include Alternate Membership on the Rio Dell Planning Commission

City Manager Knopp provided a staff report and said at the February 16, 2016 regular meeting, the Council approved the reappointment of Planning Commissioners Angeloff, Long and Leonard. During discussion of this item, Mayor Pro Tem Johnson presented the idea of establishing an alternate position on the Planning Commission due to frequent absenteeism by one or more of the Commissioners over the past year.

He said the City Clerk was directed to research the government code and contact other jurisdictions regarding appointment of alternates on Planning Commissions. Staff researched nine (9) other jurisdictions and found that the City of Fortuna was the only one whose membership includes an alternate position.

He further reported that if the Council so directs, staff will come back on March 15<sup>th</sup> with the introduction and first reading of the ordinance amendment to the Planning Commission membership to include an alternate position to the membership as well as some other minor test amendments recently identified.

Mayor Pro Tem Johnson referred to a great article in *Western Cities Magazine* regarding bridging the gap between serving on the Planning Commission and the City Council. He said approximately one-third of city council members previously served as planning commissioners; in Rio Dell he said it was probably more like 40%. The article pointed out that serving on the

planning commission is definitely a stepping stone to the city council and provides opportunity to learn a lot about how government works.

Mayor Pro Tem Johnson said planning commissioners get use to how the city operates and what the difference is between an ordinance and a resolution and when those governing documents are necessary. He said having been a planning commissioner; it was of tremendous value before becoming a councilmember. He added that sometimes there are an abundance of candidates running for election for city council and other times there are none. He said he would like to increase the field of qualified candidates that understand city government when they get to the City Council.

Also, he likes the idea that there's more wisdom coming into the planning commission decisions with a full board represented rather than having the minimum quorum of three members regularly attending meetings.

Councilmember Thompson said the only problem that he sees is with regard to the alternate engaging in conversation with planning commissioner as a citizen then seated as a commissioner and potentially having participated in a serial meeting.

Mayor Pro Tem Johnson pointed out that the alternate would be sworn in and bound to the provisions of the Brown Act so no serial meeting could occur.

City Clerk Dunham commented that the alternate would be subject to all the powers and duties of a regular planning commissioner.

Mayor Wilson commented that he thought it would be a great idea and said the planning commission is a crucial piece to city operations.

Mayor Pro Tem Johnson stated that the work the planning commission is currently doing related to marijuana is a pretty heavy-duty subject for everyone to wrap their minds around He said it may take several more months and several meetings of the planning commission to get the regulations flushed out enough to bring it to the Council, pointing out the importance of the planning commission's role in city government.

Planning Commissioner Angeloff commented that having an alternate member is a great idea and said there are a lot of issues facing the commission with the potential legalization of medical marijuana. He said there is a big learning curve and particularly now, it is a wise decision.

Councilmember Thompson suggested language be included to define procedures for a regular commissioner showing up late to a meeting when the alternate has already been seated.

Motion was made by Thompson/Johnson to direct staff to come back to Council on March 15, 2016 with the introduction and first reading of the ordinance amendment to the planning

Commission membership to include an alternate position to the membership as well as some other minor text amendments recently identified. Motion carried 5-0.

#### **ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

##### Approve Resolution No. 1289-2016 Establishing a Master Fee Schedule

City Manager Knopp provided a staff report and explained the Master Fee Schedule is basically a summation of all fees and rates charged by the City combined into one document. He said the fees and rates as presented are all pre-existing and no new or increased fees are being proposed at this time. He said the Master Fee Schedule is a living document that will be updated periodically and will be on the City's website for the public to access.

Mayor Pro Tem Johnson asked how the City's fees compare to other jurisdictions in the County.

City Manager Knopp commented that many of the fees are lower than other jurisdictions and because the City does not participate in the Public Employees Retirement System (PERS) the employee burdened rates are likely much lower.

Councilmember Thompson referred to the section related to building permit fees and asked for clarification on calculation of the fees.

City Clerk Dunham explained that building permit fees are calculated by taking the square footage of the structure and multiplying it by the rate per square foot which gives you the valuation; the fee is then taken from a valuation table from the California Building Code as well as the fees for electrical, plumbing or mechanical permits.

City Manager Knopp noted that one of the most important factors of the Master Fee Schedule is that it also references the authority to charge the fee or rate pursuant to a corresponding ordinance or resolution previously adopted by the City Council.

Mayor Wilson questioned the resolution where it states "Whereas there are no new or any increase in fees and/or rates included in the Master Fee Schedule."

City Manager Knopp explained that since this is the first time for adoption of a Master Fee Schedule what it is basically saying is that the indicated fees contained herein have already been adopted by the City Council.



Motion was made by Johnson/Garnes to adopt Resolution No. 1289-2016 Establishing a City of Rio Dell Master Fee Schedule for 2015/2016. Motion carried 5-0.

**REPORTS/STAFF COMMUNICATIONS**

City Manager Knopp distributed a written staff report on recent activities and events and said Measure Z applications were submitted for a continued part-time clerical support to the Police Department and for a full-time Community Services Officer position. He said staff also submitted a request for a 50% grant match to replace three police vehicles under a separate portion of Measure Z funds.

He also reported that after reviewing a potential proposal to fund some street repairs through the USDA Rural Development, staff was informed that the street repair portion of the project at Second and Dixie would be unlikely to receive financing.

He said staff met with the County's Housing and Grant Coordinator, Paula Mushrush who works primarily with the CDBG program and said staff is working on a MOU with the County for her to assist with the administration of the City's CDBG Program. The agreement will be coming back to the Council at the March 15<sup>th</sup> meeting for review and possible approval.

The next item was related to the status of the Davis St. Tennis Courts. He said he received information regarding recent vandalism to the courts and in reviewing the Joint Use Agreement with the Rio Dell School District it is not clear that the City bears any responsibility to repair this facility although the City has performed some repairs to the tennis courts in the past. He indicated that he will be making contact with the School District to clarify the roles of both parties under the agreement.

Mayor Wilson questioned the cost estimate for the repairs.

City Manager Knopp indicated the initial estimate was around \$5,000.

Discussion continued regarding the security of the facility and the procedures for use of the courts.

Lastly, he reported that staff has been in communication with the Community Resource Center which has expressed its intent to restart the Community Garden on Rio Dell Avenue. He said staff has discovered that the water service supplying water to the community garden site is not being billed so staff will be exploring different options for this service and will report back to the Council.

Mayor Wilson questioned the status of the Eel River Disposal contract.

City Manager Knopp responded that he hoped to have the item on the March 15, 2016 agenda.

#### **COUNCIL REPORTS/COMMUNICATIONS**

Mayor Pro Tem Johnson reported that he attended a regional League of California Cities meeting last Friday at the Howard Memorial Hospital in Willits and said for those who haven't been there, need to visit. He said they have over 200 original art pieces on display. He said the hospital was just opened a few months ago and it doesn't look, smell or feel like a hospital; it's great.

He said the legislative committee met and decided to support one bill; Assemblymember Woods bill on requiring medical training for those that work in the medical marijuana field so there is standardized training for anyone handling marijuana one way or another.

He said they also decided to oppose the senate bill that would allow the homeless to gather and stay on any public property or public gathering places. He commented that if the bill passed the police department would have no authority to move the homeless from any of those public places.

He also said that periodically the legislative committee needs to take emergency action on bills and in those circumstances members of the committee will be contacted to oppose or support certain legislation. He said the legislative committee is asking for the Council's support and that he requested the City Manager to bring a resolution back to Council for approval on March 15<sup>th</sup>.

Related to streets and roads, he said there are a couple of senate bills that would provide \$6.5 - \$7 billion annually for about ten years and would come close to meeting the needs of the State. He said the governor's budget has an amount of \$3.6 billion included for streets and roads and transportation which is about one-half of what is needed.

He also said that each committee member was asked to give a presentation on what's going on in their respective cities and he gave a presentation on the City's recent Prop 218 process. He noted that the presentation was very well received.

He commented that the next regional meeting will be held in Lakeport and the following one in Arcata; encouraging the other councilmembers to attend.

Lastly, he reported on the Last Chance Grade Stakeholders meeting in Crescent City and said Congressman Huffman was in attendance at the meeting and reported that the federal government has an emergency fund for roads when they become unrepairable. He said there is \$100 million in the fund and if and when the governor declares the Last Chance Grade an emergency, Cal-Trans will apply for the full \$100 million which is only a small portion of what is needed. He said there are still a lot of hurdles to overcome and the stakeholders may be asking for proclamations of support from the cities.

**ADJOURNMENT**

Motion was made by Marks/Johnson to adjourn the meeting at 8:15 p.m. to the March 15, 2016 regular meeting. Motion carried 5-0.

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Frank Wilson, Mayor

Attest:

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Karen Dunham, City Clerk

---

*675 Wildwood Avenue  
Rio Dell, CA 95562*



TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Karen Dunham, City Clerk

DATE: March 15, 2016

SUBJECT: Appointment to fill the vacancy on the Rio Dell Planning Commission

**RECOMMENDATION**

Approve the appointment of Melissa Marks to the Rio Dell Planning Commission to fill the vacancy for the remainder of a three (3) year term expiring December 31, 2018.

**BUDGETARY IMPACT**

None

**BACKGROUND AND DISCUSSION**

There is currently one (1) vacancy on the Rio Dell Planning Commission as the result of the resignation of R. L. "Bud" Leonard. The Notice of Vacancy was posted on February 23, 2016 with the last day for submittal of applications March 10, 2016.

Only one (1) application was received for the vacant position which was from Melissa Marks. Swearing in will take place at the next regular Planning Commission meeting on March 22, 2016.

ATTACHMENT: Application for Commission Appointment



**CITY OF RIO DELL  
APPLICATION FOR  
PLANNING COMMISSION APPOINTMENT**

Thank you for expressing your interest in serving the community as an appointed member of the Rio Dell Planning Commission. All applicants must permanently reside within the City of Rio Dell at the time of application. The appointed Planning Commissioner will be required to file a Fair Political Practices Commission (FPPC) Statement of Economic Interest Form 700 required by California Government Code §87200 et seq. and the City of Rio Dell Conflict of Interest Code.

This application is considered a public record pursuant to the California Public Records Act (Government Code §6520 et seq.) and may be made available to any member of the public upon request.

**PERSONAL DATA:**

Name:   Melissa Marks

Address Where you Reside:       560 View Ave. Rio Dell, CA

Mailing Address (if different): \_\_\_\_\_

Home Phone:       764.3730 \_\_\_\_\_ Cell  
Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EDUCATIONAL DATA:**

High School:       Fortuna High School

College/University:       College of the Redwoods

**EMPLOYMENT DATA:**

Current Employer/Occupation When Employed: \_\_\_\_\_retired bookkeeper  
\_\_\_\_\_

**GENERAL INFORMATION:**

Do you currently serve on a City Board or Commission? \_\_\_\_\_ Yes \_\_\_x\_\_\_ No

If yes, please list: \_\_\_\_\_

Please list any past or present community involvement: \_\_\_\_\_

\_\_\_\_\_Rio Dell City Council  
\_\_\_\_\_

\_\_\_\_\_Bookkeeper for St. Patrick's Catholic Church  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please explain why you are interested in the appointment and what you, as a City Planning Commissioner, would offer to the Planning Commission and the community: \_\_\_\_\_

\_\_\_\_\_After serving on the city council working to make a better city, I would like to continue this by working at the planning end of the process.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you or any member of your immediate family residing in your household, hold a position (paid or unpaid) with any person or entity, or have a contract with or any obligation to any person or entity, that might appear to constitute a conflict of interest for a City Planning Commissioner? For purposes of this

question, "entity" specifically includes, but is not limited to, the City of Rio Dell and any entity which receives funds from the City. \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, please explain:

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**CERTIFICATE OF APPLICANT:**

I certify that: 1) I permanently reside within the City limits of the City of Rio Dell; and 2) all statements made in this application are true and complete. I understand that any false statement or omission of material facts will subject me to disqualification or dismissal.

DATE: March 10 2016 SIGNATURE: 

**RETURN COMPLETED APPLICATION TO:**

Karen Dunham, City Clerk  
675 Wildwood Avenue  
Rio Dell, CA 95562  
Phone: 764-3532  
admin1@riodellcity.com

*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*



March 15, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Approval of Resolution No. 1290-2016 Appointing Voting Delegates to the League of California Cities Redwood Empire Division Business Meeting and Legislative Committee.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

On behalf of the City of Rio Dell, appoint Gordon Johnson as the League of California Cities Redwood Empire Division Business Meeting & Legislative Committee primary voting delegate and Debra Garnes as the alternate.

BACKGROUND AND DISCUSSION

The Redwood Empire Division of the League of California Cities reviews and responds to bills that impact Redwood Empire cities. Members in good standing should appoint one voting representative to sit on both the Division's business meeting and Legislative Committee. Delegates would have the authority to take positions on legislation that fall under the following guidelines:

1.) Support legislation that:

- a) Enhances local control of resources and tools that allow cities to address the needs of city residents within a framework of regional cooperation.
- b) Encourages the use of State incentives for local government action rather than mandates.
- c) Reforms local government finance structure in a way that establishes a stable revenue base for local government to plan for future growth and provide needed public facilities and services.
- d) Guarantees local funding sources.

2) Oppose legislation that:



a) Imposes new unfunded mandates.

b) Preempts local authority.

c) Weakens local control.

The above guidelines will allow the Legislative Committee to authorize preparation of letters of either support or opposition for signature by the Division President (currently Marian Brady of Eureka). The Legislative Committee reports to the general membership of the division at each meeting. Bills that do not meet the above description are referred to the full membership for discussion and action.

///

**RESOLUTION NO. 1290-2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
APPOINTING REPRESENTATIVES TO REPRESENT AND VOTE ON BEHALF OF  
THE CITY AT THE LEAGUE OF CALIFORNIA CITIES, REDWOOD EMPIRE  
DIVISION BUSINESS MEETINGS AND REPRESENT THE CITY AND VOTE AT  
DIVISION LEGISLATIVE COMMITTEE MEETINGS.**

**WHEREAS,** the City is a member of the League of California Cities, an association of California city officials who work together to enhance their knowledge and skills, exchange information, and combine resources so that they may influence policy decisions that affect cities, and

**WHEREAS,** mayors, council members and other officials set League policies and priorities from member cities who serve on the League Board of Directors, League policy committees, regional division boards, departments, caucuses, and task forces where League policies and priorities are formulated and set, and

**WHEREAS,** the City is an active member of the Redwood Empire Division, League of California Cities, and

**WHEREAS,** the Redwood Empire Division By-laws, Article III, Section 3, states representatives of each member city shall cast one vote by city, and

**WHEREAS,** the Redwood Empire Division By-laws, Article VIII, creates a Redwood Empire Division Legislative Committee to review and respond to bills that impact Redwood Empire Cities, and

**WHEREAS,** the City must appoint one elected official to attend and represent the city at Division Business meetings who can vote on behalf of the city, and

**WHEREAS,** the City must appoint one elected official to attend and represent the city at Legislative Committee meetings who can vote on behalf of the city, and

**WHEREAS,** an alternate elected official should be appointed to represent the city in the event the regular member is not available to attend, and

**WHEREAS,** appointments should be reviewed and updated annually.

**NOW, THEREFORE BE IT RESOLVED,** that the 2016 appointment for the Redwood Empire Division are as follows:

- **Division Business Meeting & Legislative Committee Primary Voting Delegate:  
Gordon Johnson**

- **Division Business Meeting & Legislative Committee Alternate Voting Delegate:  
Debra Garnes**

**PASSED AND ADOPTED** by the City Council of the City of Rio Dell on March 15, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No. 1290 -2016 adopted by the City Council of the City of Rio Dell on March 15, 2016.

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



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*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*

March 15, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Approving Memorandum of Understanding (MOU) with County of Humboldt for assistance with State of California Housing and Community Development Block Grant program administration

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Review, approve and authorize the City Manager to sign the attached Memorandum of Understanding with the County of Humboldt for assistance administering and managing Housing and Community Development programs.

BACKGROUND AND DISCUSSION

As part of its overall strategy to encourage economic development within the City of Rio Dell, the City will need to take better advantage of State and Federal programs available. The City has mostly focused on a housing program that now serves less than two clients per year. Meanwhile new funds are being made available for economic development related projects, including Community Development Block Grant (CDBG) programs for micro-enterprise loans, first-time homebuyer loans and possibly other unique programs that may be offered in the future such as commercial façade grants. Full program implementation is likely to take several years, however the ongoing benefits for the community, and specific focus on Rio Dell, is one of the unique abilities that the City can provide.

Small cities like Rio Dell can be at a significant disadvantage when attempting to access these programs. CDBG funds are complex to administer, potentially posing threats to the City's general fund dollars if not administered correctly. Perennially changing rules and staff turnover at all levels of government make it difficult for these programs to succeed. Yet, neighboring jurisdictions who are also similarly constrained on staff resources have been making progress on these projects, including Fortuna and Blue Lake who have relied on MOU's with the County to pursue various projects.

Similarly, City staff has approached the County of Humboldt Housing Division for assistance in the administration and management of our CDBG funds. Pending approval from the Board of Supervisors, the City of Rio Dell has arranged an MOU similar to the one in operation with the City of Fortuna. HCD regulations permit cities to contract with other governmental entities, such

- 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. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the PARTIES.
- 12. 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 \_\_\_\_\_, 2016:

COUNTY OF HUMBOLDT

CITY OF RIO DELL

By \_\_\_\_\_  
 Mark Lovelace  
 Chairman  
 Humboldt County Board of Supervisors

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

**SCOPE OF SERVICES**

- A. HCD Project Management for CDBG Architectural Barrier Removal Projects
1. COUNTY shall handle administrative tasks and be primary contact with HCD staff for Architectural Barrier Removal Projects.
  2. CITY will prepare bid, award, and manage contract with Contractor.
  3. COUNTY will conduct prevailing wage monitoring.
- B. HCD Program Management for CITY CDBG Programs
1. Business Assistance Loans
    - a. COUNTY shall assist CITY to issue a Request for Proposals for an underwriter.
    - b. CITY shall sign and record loan documents.
    - c. COUNTY shall work with underwriter to prepare and submit CDBG Reports.
  2. Micro-Enterprise Loans
    - a. COUNTY shall income certify new participants.
    - b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY and CITY shall sign and record loan documents.
  3. First Time Homebuyer Loans
    - a. COUNTY shall income certify new participants.
    - b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY and CITY shall sign and record loan documents.
  4. Owner-Occupied Rehabilitation (OOR) Loans
    - a. COUNTY shall income certify new participants.
    - b. COUNTY shall prepare underwriting summaries and loan documents for submission to CITY and CITY shall sign and record loan documents.
    - c. COUNTY shall conduct initial and follow-up onsite inspections.
    - d. COUNTY shall prepare bid documents and solicit bids on behalf of the OOR participants.
    - e. COUNTY, in conjunction with participants, shall approve the contractor invoices and submit to CITY for payment. CITY shall make payments directly to contractors.
- C. 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 submit completed files to CITY 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.

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675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
(707) 764-5480 (fax)  
E-mail: [cm@riodellcity.com](mailto:cm@riodellcity.com)



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
March 15, 2016**

**TO:** Mayor and Members of the City Council

**THROUGH:** Kyle Knopp, City Manager

**FROM:** Brooke Woodcox, Finance Director 

**DATE:** March 15, 2016

**SUBJECT:** RV and Mobile Home Park Adopted Rates

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**RECOMMENDATION**

Receive and file information regarding the City's history on discounting water rates and charges for RV and Mobile Home Parks

**BACKGROUND AND DISCUSSION**

On December 1, 2015 Council adopted Resolution 1281-2015 establishing water fees and charges for water customers pursuant to ordinance 13.05. The Resolution did not include provisions for water rate adjustments for R.V. and mobile home parks that had been so amended previously by Resolution 907-2005 (an amendment to the water rates and fees that were adopted in 2005 through Resolution 888-2005).

**ATTACHMENTS**

- Historical information
- Information from RV Park Presented at Planning Commission Meeting 2/22/16
- Resolution 907-2005 Amendment to 2005 water rate increase
- Resolution 1281-2015 Newly adopted water rates



WATER SERVICE FOR R.V. PARKS AND MOBILE HOME PARKS WITH SIGNIFICANT R.V. SPACE  
When the water rates were increased in 2005 the original resolution (888-2005) didn't allow discounts for the trailer parks. In 2005 when the park owners complained an amendment was added through Resolution 907-2005 and included the following language:

*Eligibility for R.V. Park and Mobile Home Park with significant R.V. Space will be based on the following conditions and definitions:*

- 1. Mobile home spaces are calculated as residential units*
- 2. Significant R.V. space is defined as being at least 20% of total spaces in the facility*
- 3. Base rate per R.V. space is calculated at 65% of the BASE rate and 100% per mobile home space*
- 4. Total park water consumption must have average less than 90% of the average residential water consumption to maintain eligibility for this rate*
- 5. Certification: Mobile home park owners or operators must file a monthly sworn statement certifying that the total number of spaces in the park and the number of spaces dedicated to recreational vehicles for the entire month met the above criteria in order to qualify for the retrospective 35% credit for reported RV spaces on the next billing cycle.*

The language for discounting mobile/RV parks water bill was removed from the newly adopted Water Rates and Service Charges (Resolution 1281-2015) in order that the City remain in compliance with Proposition 218s guidelines that specifies no ratepayer should subsidize another ratepayer. California's Legislative Analyst's Office states:

*"Specifically, local governments must make sure that no property owner's fee is greater than the proportionate cost to provide the property-related service to his or her parcel...this requirement may result in local governments setting property-related fee rates on a block-by-block basis, or parcel-by-parcel basis. This fee rate calculation requirement-sometimes called the "proportionality" requirement - will make it difficult for local government to continue certain programs, such as those that offer reduced rates to low-income residents. This is because local governments typically finance these lower rates by charging*

*higher rates to other property-owners. If these fees are considered property-related fees, the higher rates would not be permitted by Proposition 218"*

*([http://www.lao.ca.gov/1996/120196\\_prop\\_218/understanding\\_prop218\\_1296.pdf](http://www.lao.ca.gov/1996/120196_prop_218/understanding_prop218_1296.pdf)).*

**CITY OF RIO DELL ORDINANCE ON MULTIPLE SERVICE CONNECTIONS:**

**13.05.180 Prerequisites to multiple service connections.**

No water shall be served to two or more parcels of property separately owned through a common service pipe. When more than one occupancy is placed on the same parcel of property and each is conducting a separately established residence or business, a water meter shall be required and installed for each occupancy.

Where there is a pre-existing multiple use service from one meter, the City shall establish additional accounts and charges for each additional commercial, professional, dwelling, or living unit situated upon the premises not served by an individual meter, and the cost shall not be less than the established minimum for each such use in the multiple services. [Ord. 241 § 18, 2000.]

**EXAMPLE OF WATER RATE CALCULATION FOR  
RV PARKS AND MOBILE HOME PARKS**

MOBILE HOME PARK W/RV SPACE	
BASE RATE	40.06
Mobile home spaces	36
Mobile home spaces	<u>1442.16</u> +
BASE RATE	40.06
R.V. spaces	4 +
R.V. spaces	<u>160.24</u>
Credit for R.V. spaces	35%
	<u>(56.08)</u> -
WATER USAGE RATE (Units)	2.61
Water usage	60
Water usage	<u>156.6</u> +
<b>TOTAL BILL DUE</b>	<u><b>1702.92</b></u>

Presented at Feb 22nd  
PC Meeting

# NOTICE TO TENANTS OF RIVERS EDGE RV PARK

As you may be aware our effort to slow down water rate increases for all of Rio Dell residents including our tenants, have *failed*.

As a result of drought conditions in California water can no longer be taken for granted. Water rationing is here to stay and the City of Rio Dell has taken steps to keep water available to the residents by drilling wells to supplement it's water supply from the river. This cost a great deal of money.

There are no bad guys in any of this. If you want a bad guy to blame just look at everyone who drives a car or uses electricity made from coal, oil or natural gas. The climate is changing and not much can be done about it at this point.

As the owner of Six Rivers Solar since 1980 I have been a long time advocate of alternative energy. What you are seeing is the beginning of the weather related climate change effects causing droughts and floods. Matters are only going to get worse unless we as individuals become more mindful of the energy we use and the carbon we emit.

With this in mind I am installing a huge 30kw solar photovoltaic solar electric system (the biggest in the county) on the north end of the park this spring/summer. This system will eliminate 50 metric tonnes of carbon emissions generated by the fossil fuel power plants supplying our park with electricity.

Since we can't live without water and the city has raised water fees \$30 for each of our sites, a \$30 water surcharge will be added to the monthly rent to cover this increase.

This charge will take effect on March 1<sup>st</sup>.

**Please read and sign the back page of this notice to amend the terms of your rent.**

RIVERS EDGE RV PARK  
UTILITIES 2016

TOTAL OF 50 SITES  
45 WATER ONLY  
50 WATER AND SEWER  
USAGE:89 UNITS/MONTH

COST OF UTILITIES IN 2016 FULL PARK

SEWER CHARGES:  $52.68 \times 45 = \$2,370 + \$404 = \$2,774$   
WATER CHARGES:  $40.06 \times 50 = \$2,003 + \$336 = \$2,339$   
=====

MONTHLY CHARGES FULL PARK..... \$5,013

ADJUSTED FOR SITES IN USE

JANUARY

SEWER CHARGES:  $52.68 \times 16 = \$843$   
WATER CHARGES:  $40.07 \times 16 = \$640$

=====

$\$1,483 + \$740$

FEBRUARY

SEWER CHARGES:  $52.68 \times 16 = \$843$   
WATER CHARGES:  $40.07 \times 16 = \$640$

=====

$\$1,483 + \$740$

**RESOLUTION 907-2005**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIO DELL ESTABLISHING  
WATER RATES AND SERVICE CHARGES  
PURSUANT TO THE PROVISIONS OF  
ORDINANCE NO. 241 AND RESOLUTION NO. 888-2005**

WHEREAS, the City of Rio Dell is authorized by the California Constitution and the California Code to charge fees to cover expenses for the services it provides; and

WHEREAS, the City Council of the City of Rio Dell did adopt Water Ordinance No. 241 that allows for all rates, charges, fees and penalties contained in the ordinance to be modified by resolution of the City Council to provide for future charges; and

WHEREAS, the City Council of the City of Rio Dell did adopt Resolution No. 810-2002 amending Section 23 of Ordinance No. 241 regarding water rates and charges;

NOW, THEREFORE, BE IT RESOLVED that this Resolution amends Resolution 888-2005, which amended Section 6 of Resolution No. 810-2002, which had amended Section 23 of Ordinance No. 241, and sets out the following Water Rates and Service Charges:

**Inside City Limits**

**For All Residential Customers**

Minimum Monthly Base Charge: \$22.00 for all users

Usage Charge:

0 to 100 cubic feet	Included in Monthly Base Charge
100 to 1,000 cubic feet	\$2.00 per 100 cubic feet
Over 1,000 cubic feet	\$3.00 per 100 cubic feet

**For All Commercial and Institutional Customers**

Minimum Monthly Base Charge: \$22.00 for all users

Usage Charge (per Base Charge):

0 to 100 cubic feet	Included in Monthly Base Charge
Over 100 cubic feet	\$2.00 per 100 cubic feet

**For All R.V. Parks and Mobile Home Parks with significant space committed to  
Recreational vehicle parking**

Minimum Monthly Base Charge: \$22.00 for all users

Usage Charge (per Base Charge):

0 to 100 cubic feet	Included in Monthly Base Charge
100 to 1,000 cubic feet	\$2.00 per 100 cubic feet
Over 1,000 cubic feet	\$3.00 per 100 cubic feet

Eligibility for R. V. Park and Mobile Home Park with significant R. V. space will be based on the following conditions and definitions:

1. **Significant R. V. space** is defined as at least 20% of the total spaces in the facility.
2. **Base Charge** is calculated at 0.65 per R. V. space and 1.00 per mobile home space.
3. **Total Park water consumption** must average less than 90% of the average residential water consumption to maintain eligibility for this rate.
4. **Certification:** Mobile home park owners or operators must file a monthly sworn statement certifying the total number of spaces in the park and the number of spaces dedicated to recreational vehicles for the entire month.
5. Mobile home spaces will be calculated as residential units.
6. If any condition is not met, the base charge will be 1.00 per space.

**Example:** A 40-unit mobile home park dedicates 8 spaces to recreational vehicles for an entire month.

Base charges for the 32 mobile home spaces	32
Base charges for 8 RV spaces (8X.65)	5.2
Water included in base charge (32 + 5.2 X 100)	3720 cu. ft.
Water at \$2.00 per 100 cubic feet (32 + 5.2 X 900)	33,480 cu. ft.

Outside City Limits

*For All Residential and Commercial Consumers Alike*

Minimum Monthly Base Charge: \$33.00 for all users

Usage Charge:


0 to 100 cubic feet	Included in Monthly Base Charge
100 to 1,000 cubic feet	\$3.00 per 100 cubic feet
Over 1,000 cubic feet	\$4.50 per 100 cubic feet

PASSED AND ADOPTED this 18th day of October 2005 by the following vote:

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

  
 Bud Leonard, Mayor

ATTEST:

  
 Jay Parrish, City Clerk



## RESOLUTION 1281-2015

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL ESTABLISHING WATER FEES AND CHARGES FOR WATER CUSTOMERS PURSUANT TO ORDINANCE 13.05

**WHEREAS**, The City of Rio Dell is authorized by the California Constitution and California Government Code Section 33013 to impose fees to cover expenses for the services it provides; and

**WHEREAS**, the City Council of Rio Dell did on November 7, 2000 adopt Water Ordinance No. 241 (RDMC Chapter 13.10) that allows for all rates, charges, fees, and penalties contained in the ordinance to be modified by resolution of the City Council of the City of Rio Dell to provide for future charges; and

**WHEREAS**, the City Council of Rio Dell did on May 21, 2002 adopt Ordinance No. 243-2002, amending Water Ordinance No. 241, allowing for monthly bills to be calculated as set forth by resolution duly adopted by the City Council of the City of Rio Dell; and

**WHEREAS**, the City Council of Rio Dell did on August 7, 2012 adopt Resolution 1168-2012 establishing water rates, charges and fees pursuant to provisions of the Rio Dell Municipal Code Chapter 13.05; and

**WHEREAS**, the City Council of Rio Dell did on February 18, 2014 adopt Resolution 1217-2015 restating water rates, charges, and fees pursuant to provisions of the Rio Dell Municipal Code Chapter 13.05.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Rio Dell that this Resolution rescinds Resolution No. 1217-2014 and establishes and fixes water service rates and charges for residential, commercial, and institutional customers and replaces the water rates previously set by Ordinance or Resolution, and that all rates, charges, and fees, hereinafter set forth shall remain levied and assessed as of January 1, 2016 as follows:

#### **SECTION 1. Backflow Preventer**

The reconnection charge for a backflow preventer purchased and installed by the Customer is \$50.

#### **SECTION 2. Installation of Shut-Off Valves**

The shut-off charge to allow a customer to install their shut-off valve is \$35

#### **SECTION 3. Charge for New Service Connections**

The charge for a new service connection is \$2,500, or actual cost (80% Operations, 20% Capital)

#### **SECTION 4. Charge for Installing Meters**

The charge for installing a City meter is \$200, or actual cost, whichever is greater

**SECTION 5. Charges for New Service Connections for Multi-Use Motels and Hotels**

The service charge for a new service connection for a multi-use motel and hotel, that has no more than 1 bedroom and no kitchen facilities per unit is \$1,000, or \$110 for each rental unit, whichever is greater (80% Operations, 20% Capital)

**SECTION 6. Charges for Service**

FOR ALL RESIDENTIAL, COMMERCIAL, AND INSTITUTIONAL CUSTOMERS

1. Minimum monthly base rate effective January 1, 2016 shall be \$40.06
2. Usage rate by unit (100 cubic feet equals 1 Unit, or 748 gallons) \$2.61
3. DINSMORE ZONE customers will have an additional charge of \$39.13  
-Dinsmore Zone is a separate pressure zone fed from the Dinsmore tank
4. The following chart represents the rate phase-in over a five year time period

CURRENT RATES		PROPOSED RATES						
FY 2015-2016		Jan. 1	Jan. 1	Jan. 1	Jan. 1	Jan. 1		
THRU 12/31/15		2016	2017	2018	2019	2020		
→	BASE RATE In City	27.84	<b>BASE</b>	40.06	46.63	47.57	48.50	49.48
	BASE RATE Out City	41.79	BASE CHARGE IS THE SAME FOR ALL ZONES					
COST PER UNIT OF WATER USED. One unit of water is equal to 100 cubic feet or 748 gallons.								
→	Unit 1	-	<b>UNIT</b>	2.61	3.04	3.10	3.17	3.23
	Unit 2-9	2.51	UNIT CHARGE IS THE SAME FOR ALL ZONES AND TIERS					
	Unit 10 +	3.78						
	Unit 2-9 Out City	3.78						
	Unit 10 + Out City	5.67						
→	Dinsmore Zone	-	<b>CHARGE</b>	39.13	65.21	65.36	65.51	65.66

New rate increases will be applied January 1, 2016 and January 1, 2017

**SECTION 7. Billing**

The City may read water meters on a monthly or bi-monthly basis. If a bi-monthly meter reading schedule is established, billings for the month the meters are not read shall be based on one half of the previous two month's usage.

**SECTION 8. Water Deposits**

There shall be no water deposits required for owner occupied customers. Water Deposits for all non-owner customers (Tenants) shall be \$100. This amount is refundable in whole or part after all final charges are applied.



**SECTION 9. Penalty**

Delinquent payments accrue 10% penalty for the first month and an additional 0.5% for each additional delinquent month.

**SECTION 10. Delinquent fees and reconnection**

A delinquency fee will be imposed on any delinquent account that has been placed on the shut off list for nonpayment regardless of whether or not the shut off has occurred. The fee charged for each delinquency is \$50. Once an account has been placed on the shut off list cash or credit cards are the only acceptable forms of payment. Reconnection service is FREE once all past due amounts, including any Delinquency Fees, are paid in full. There is an additional \$75 fee for restoring water service after regular business hours.

**SECTION 11. Shut-off Charge Following Unauthorized Connection/Tampering**

The charge to the customer for an unauthorized connection after a shut-off by the City or for tampering with a meter is \$400, plus actual costs. The customer benefitting from the unauthorized connection or meter tampering is subject to the charge.

**SECTION 12. Taking water from hydrants and use of water outside City limits**

The hydrant at the City Corporation Yard is the only metered hydrant available for bulk water sales. The connection fee for taking water from the hydrant is \$25 plus the cost of water as set forth in Section 7 above. Water may not be transported or used outside of City limits, except by existing agreement.

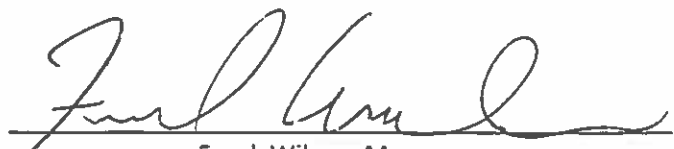
**SECTION 13. Charges for Vacation Locks**

The charge for a vacation lock is \$40. This includes the reconnection fee when service is restored.

**BE IT FURTHER RESOLVED**, that rates will be increased by three (3) percent annually effective July 1<sup>st</sup> of each year.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Rio Dell in the County of Humboldt, State of California, on the 1<sup>st</sup> day of December, 2015 by the following vote:

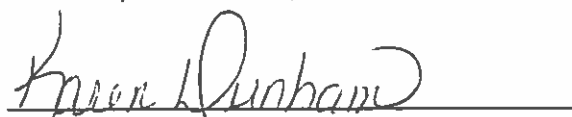
AYES:	Wilson, Johnson, Garnes and Marks
NOES:	None
ABSENT:	Thompson
ABSTAIN:	None



Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify that the above and foregoing to be a full, true and correct copy of Resolution 1281-2015 adopted by the City of Rio Dell on the 1<sup>st</sup> day of December, 2015.




Karen Dunham, City Clerk, City of Rio Dell



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*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*

March 15, 2016

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager   
SUBJECT: Briefing from the Rio Dell Community Resource Center

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation.

BACKGROUND AND DISCUSSION

Ms. Sara Faught has recently become the new lead staff person for the Rio Del Community Resource Center. Ms. Faught would like to introduce herself and discuss the services offered by the Community Center and what she sees for its future.

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*Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
riodellcity.com*

March 15, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Approval of Plans and Specifications and Authorization for Staff to Solicit Bids for the Metropolitan Wells Project.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve of the plan and specifications for the Metropolitan Wells Project and authorize staff to solicit bids for the project.

BACKGROUND AND DISCUSSION

The Metropolitan Well Site Redevelopment Project began in the fall of 2014 while the Eel River was at record low levels and the City's existing water intake remained buried under a sandbar that was not anticipated during the facilities design or construction. Originally the City was pursuing the concept of an intertie with the Scotia water system and was successful in receiving a partial grant commitment for that project. In the fall of 2014 it became clear that the intertie project was unable to move forward, and the existing Proposition 84 grant funds were reallocated to the redevelopment of the Metropolitan Well Site.

The Metropolitan Wells had ten years prior been the city's main source of water, and posed the lowest risk and lowest cost alternative to diversify the City's water sources. The well systems themselves were professionally tested and rehabilitated in the early months of 2015, and produced sufficient quantities of clean water to keep the project moving forward. Final design review of the project has been moving forward, between staff and the project engineer's at GHD.

Grants for the project include \$783,000 secured through the Integrated Regional Water Management Plan (IRWMP) and Proposition 84 funds. Additional financing has been secured through a USDA Emergency Community Water Assistance Grant (ECWAG) in the amount of \$373,200, which must also include a \$57,000 expenditure by the City prior to accessing these federal funds. Total grant dollars are \$1,156,200 in addition to a required \$57,000 City match.

The Estimated project costs through to completion of the project range from \$1,289,729 to \$1,645,139 depending upon the inclusion of some items which have been identified as "additive." These figures include a 10% contingency and all planning, design and construction management. The estimated pre-bid figures leave the City water fund with a potential

commitment of between \$133,529 and \$488,939 depending upon the inclusion or exclusion of items that were determined to be additive.

Additive items are those that could be cut from the project's budget while allowing the project to remain at its core a drought relief and water source diversification project. They are by no means ideal reductions and they come with significant reductions in the project's end capacity and capabilities.

The following items were agreed to be identified as additive:

- Paved surfacing
- Backup mobile generator
- Second 300 gpm filter unit
- Chlorine contact piping

Potential elimination of these items brings down the estimated cost of the project to \$1,289,729. It is therefore proposed in the bidding process that these items continue to be identified as additive items in any potential bid responses, to allow the Council some flexibility once the bids are received from potential contractors.

Other potential reductions to lower the project costs include contracting with a third party to perform construction management duties.

Staff is continuing to pursue new or increased sources of funding for the project. USDA's ECWAG grant is unable to be increased; however USDA can provide lending assistance for the project if necessary. Inquiries are being performed with State and County staff to identify additional or increased grant sources.

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# CITY OF RIO DELL

675 WILDWOOD AVENUE RIO DELL, CALIFORNIA 95562-1597


CITY HALL  
(707) 764-3532  
FAX 764-5480

PUBLIC WORKS DEPARTMENT  
(707) 764-5754

POLICE DEPARTMENT  
(707) 764-5641  
FAX 764-2569



## MEMO

Date: March 10, 2016  
To: Honorable Mayor and City Council  
Through: Kyle Knopp, City Manager  
From: Graham Hill, Chief of Police   
Subject: Animal Control Contract

### Recommendation:

Authorize City Manager to sign a two year contract with Miranda's Animal Rescue to facilitate Miranda's Animal Rescue to receive and house animals submitted to this facility by the City of Rio Dell.

### Background:

The City of Rio Dell entered into an agreement with Miranda's Animal Rescue in 2001. Prior to 2001, the city worked with the Humane Society out of Eureka. However, rising costs required us to explore other options, resulting in the contract with Miranda's Animal Rescue.

In October of 2012 we ended our contract with Miranda's Animal Rescue and entered into an agreement with the City of Fortuna. This change took place as a result of discrepancies in records between Miranda's and the Police Department, and a recommendation from Miranda's to increase the costs. While this arrangement has worked for us, we have been approached by Miranda's Animal Rescue recently. The rescue facility requested to open discussion about renewing a contract, citing that they are still taking dogs from Rio Dell, only they are coming from the City of Fortuna. The increase in animals is affecting costs for the Rescue, which affects costs for the City of Fortuna, which ultimately would result in increased costs for the City of Rio Dell. Different solutions were discussed including the Rescue not taking animals from the City

of Fortuna that had come from Rio Dell, until some agreement could be reached for the rescue to recover costs.

Over the last month the City Manager and I have met with Shannon Miranda of Miranda's Animal Rescue. We discussed some of the reasons the relationship had previously ended and discussed some of the challenges with the current arrangement that includes the City of Fortuna.

I believe the attached contract addresses the previous issues that we had and will allow us to have a good working relationship with Shannon and Miranda's Animal Rescue. It will also relieve the City of Fortuna of requiring them to adjust their contractual relationship with Miranda's Animal Rescue, and ultimately with us, for us to continue to go through Fortuna. Currently we are on track to spend approximately \$12,000.00 on Animal Control Services through the City of Fortuna, considerably more than anticipated. After meeting with Shannon and looking at current costs I am proposing a flat rate of \$1,000.00 monthly over a two year period. The rate is consistent with anticipated costs this year, and the contract period will allow enough time to evaluate how it is working, and provide a mechanism after two years to revisit the issue.

Attachment: Contract

## AGREEMENT FOR ANIMAL CARE SERVICES

This Agreement is made as of \_\_\_\_\_, 2016 ("the Effective Date"), by and between the City of Rio Dell, a municipal corporation (hereinafter referred to as CITY) and Miranda's Rescue, a federal and California non-profit animal sanctuary (hereinafter referred to as SANCTUARY).

### Recitals

This Agreement is entered into with reference to the following facts:

A. WHEREAS, CITY desires to provide shelter for the secure and humane impoundment and disposition of animals pursuant to the provisions of Section 25802 of the California Government Code and other applicable sections of the California Food and Agriculture Code, the California Health and Safety Code, the California Penal Code and the City Ordinances of the City of Rio Dell; and

B. WHEREAS, SANCTUARY is organized for the purpose of providing shelter and care for strayed, abandoned, abused, or otherwise neglected animals, seeking responsible people to adopt animals, and educating and training the public regarding the proper care and handling of animals, especially the importance of spaying and neutering; and

C. WHEREAS, SANCTUARY represents itself as willing and able to provide the services required by CITY to carry out the provision of the aforesaid statutes and said City Code, including but not limited to the collection of city and state fees and fines in regards to animal redemption, appropriate hours for owner redemption and adoption as allowed by law, and appropriate holding periods for all animals; and

D. WHEREAS, For the purposes of this Agreement, the definition of "domestic animal" or "animal" includes any dog, cat, rabbit, guinea pig, hamster, pot-bellied pig, bird, lizard, snake, turtle, or tortoise or any other domesticated animal, and does not include livestock.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

### Agreement

1. **Term.** This Agreement shall take effect on the Effective Date and it shall remain in full force and effect through March 31, 2018. Thereafter, this Agreement shall be automatically renewed for consecutive one-year periods, unless earlier terminated in accordance with Section 2.

2. **Termination.** Each party hereto reserves the right to cancel this Agreement on sixty (60) days written notice for any reason at any time.

3. **Payment.**

A. CITY agrees to pay the SANCTUARY, and SANCTUARY agrees to invoice the CITY, a sum of one thousand dollars (\$1000.00) per month regardless of the number or type of Authorized Animals received or services performed by SANCTUARY. SANCTUARY shall submit its monthly invoice to CITY no later than thirty (30) days after the final day of the specified monthly billing period. Failure to timely submit a monthly invoice shall waive SANCTUARY's right to receive payment from CITY for the pertinent billing period.

B. With each invoice and as a condition of payment by CITY, SANCTUARY shall provide CITY the following information for the particular billing period invoiced:

- i. Number of Authorized Animals by animal species (dog, cat etc.).
- ii. Number of Authorized Animals received that were spayed/neutered by SANCTUARY upon receipt.
- iii. Number of Authorized Animals received that were not spayed/neutered by SANCTUARY upon receipt.
- iv. Number of Authorized Animals received that were not identified as either spayed or neutered.
- v. Number of Authorized Animals returned to their owners or adopted.
- vi. Number of Authorized Animals that remain unadopted or unreturned to owner.
- vii. Number of Authorized Animals that received veterinary care other than spaying, neutering or vaccinations while under the care of SANCTUARY.
- viii. Number of Authorized Animals received that pose a threat to health or safety of SANCTUARY employees, CITY employees, volunteers or the general public.

C. Upon the receipt of the information required by Section 3.B, above, the CITY shall review the information and reconcile the information provided by SANCTUARY with the records kept by the Rio Dell Police Department. To the extent there are any discrepancies, the Parties agree to meet and confer to ensure the information and records are accurate.

D. In the event that this Agreement does not remain in full force and effect for an



entire monthly billing period, SANCTUARY shall Invoice the CITY for the partial month on a pro-rated basis by dividing \$1,000 by the amount of days this Agreement was effective.

**4. Authorized Animals.**

A. As used in this Agreement, the term "Authorized Animal(s)" means an animal that is delivered to or received by SANCTUARY accompanied by written documentation, signed and dated by an employee of the CITY, authorizing SANCTUARY to take custody of the animal. Written authorizations shall be delivered in person, or by fax or electronically scanned documentation at or before the time the animal is received by SANCTUARY. CITY agrees to make CITY staff available to prepare and deliver written authorization on an on-call basis at all hours of the day or night.

B. Animals accepted by SACTUARY without written authorization from CITY shall not be identified as Authorized Animals and all responsibility for the care, custody, and treatment of any unauthorized animals, or any liability, claims, damage or injury arising from said animals or said care, custody and treatment, shall be solely the responsibility of SANCTUARY and not of the CITY.

**5. Space Availability.** SANCTUARY will ensure that there is adequate space available for Authorized Animals at all times. No Authorized Animal delivered in accordance with this Agreement shall be denied sanctuary or otherwise refused by SANCTUARY.

**6. Non-Exclusivity.** It is understood and agreed that this Agreement does not obligate SANCTUARY to perform any functions or services for the other cities within the County of Humboldt. However, it is understood and agreed that SANCTUARY may enter into independent agreements with any incorporated cities within the County of Humboldt or the County of Humboldt itself, provided that SANCTUARY retains sufficient space, capacity, and personnel to meet its obligations under this Agreement. SANCTUARY agrees that it shall not receive any deductions or credits under this Agreement by reason of any sums received by SANCTUARY for functions and services rendered under any other agreement it may enter into with any other person or entity.

**7. Animal Sanctuary.**

A. SANCTUARY will maintain and operate an animal sanctuary in a responsible, legal, secure and sanitary manner adequate for the confinement, treatment and placement of all Authorized Animals and will furnish all supervision, labor, animal food, tools, supplies, and other things necessary for satisfactory performance of the services herein

agreed to be provided. This property may be used by SANCTUARY for all other uses authorized by law and not in conflict with this Agreement.

B. SANCTUARY will provide adequate means to accept at all times Authorized Animals not in need of immediate veterinary care delivered to SANCTUARY by CITY employees. In furtherance of this obligation, SANCTUARY shall provide an isolated kennel that shall be accessible to CITY at all times, day or night. SANCTUARY shall ensure that the isolated kennel herein contemplated is locked and secured and shall deliver a key or other means of access to the isolated kennel to the CITY's Chief Animal Control Officer. In the event CITY delivers an Authorized Animal to SANCTUARY during non-business hours, CITY shall provide notification to SANCTUARY of the intended delivery of an Authorized Animal to the isolated kennel and shall provide SANCTUARY the appropriate written documentation for said delivery. SANCTUARY open hours shall be in accordance with state law.

C. SANCTUARY will maintain an isolated section of the shelter facility for the confinement, observation and care of any animal suspected of having rabies, or any animal which has bitten or otherwise exposed any person, and shall accept, care for and dispose of any such animal delivered to the facility in accordance with instructions of the County Health Officer or his/her designee.

D. SANCTUARY will report at once to the County Health Officer or his/her designee any animals delivered or reported to it as being suspected of rabies, or of having bitten or otherwise exposed any person, and shall cause to have removed and make available to the County Health Officer for laboratory examination the head of any animal which dies while under confinement for such reason. Pursuant to his or her responsibilities for rabies control, the County Health Officer and his or her authorized representatives shall be afforded access to the facility at all times for the examination of any or all animals impounded herein.

E. SANCTUARY will keep timely complete and accurate records of the receipt and disposition of all animals delivered into its custody at the animal sanctuary and a complete and accurate set of books showing the revenues, expenses, and related financial transactions pursuant to this agreement. Such records and accounts shall be made available at the animal sanctuary on SANCTUARY's premises for examination at all reasonable times by authorized representatives of the CITY.

## **8. Licensing.**

A. It is understood and agreed that SANCTUARY will cooperate with CITY in the

administration of animal licensing laws and shall, upon the request of the CITY, assist CITY in collection of fees thereof. SANCTUARY shall offer for sale dog licenses as provided in the City Code and under the direction of CITY. It is further understood, acknowledged, and agreed that in selling dog licenses, neither SANCTUARY nor any employee thereof shall be considered an employee or agent of CITY. It is further understood that all fees derived from licensing shall be forwarded to CITY on a monthly basis with a full, complete, and accurate accounting and inventory of licenses sold and unsold and receipts of sale.

B. CITY shall supply to SANCTUARY, without charge, all such dog license certificates, numbered metallic tags, and receipt forms as shall be required by SANCTUARY in carrying out its responsibility.

**9. Insurance Requirements.** Throughout the entirety of this Agreement, and as an express condition to its effectiveness, SANCTUARY shall obtain, maintain, and provide sufficient proof of liability insurance to the extent and in the manner set forth below. SANCTUARY shall submit and keep current certificates of insurance, or other forms of proof of such insurance that is acceptable to CITY, to the Clerk of the City of Rio Dell. Without limiting SANCTUARY's indemnification obligations provided herein, SANCTUARY shall maintain and require any of its subcontractors to maintain, at all times during the effectiveness of this Agreement, the following policies of insurance from insurers validly licensed and operating in the State of California and holding a current A.M. Bests Rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities conducted by SANCTUARY, its agents, employees, or subcontractors in the performance of or arising out of this Agreement:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence from CG 0001) in an amount of \$2,000,000 per occurrence. Said policy shall contain, or be endorsed with the following provisions:

- i. The CITY, its officers, employees and agents are named as an additional insured under the policy. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, agents, and employees.
- ii. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to CITY by certified mail.

- iii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- iv. For claims arising from SANCTUARY's performance of this Agreement, the CITY's coverage as an additional insured under the above policy shall be considered primary coverage to the CITY, and any insurance or self-insurance programs maintained by the CITY shall be considered excess coverage to SANCTUARY's insurance and will not be called upon to contribute with it.
- v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to CITY, its officers, employees, and agents.

B. Worker's Compensation Insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against CITY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

C. SANCTUARY is to maintain any other insurance or surety bonding that may be required by applicable local, State, or Federal laws and regulations.

SANCTUARY shall furnish CITY with certificates and original endorsements affecting the required coverage prior to execution of the Agreement by CITY and the effectiveness of this Agreement. The endorsements shall be on forms as approved by the City Attorney. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by CITY. If SANCTUARY does not keep all required policies in full force and effect, CITY may, in addition to other remedies under this Agreement, take out the necessary insurance, and SANCTUARY agrees to pay the cost of said insurance.

**10. Indemnification.** SANCTUARY will indemnify, defend and hold harmless the CITY and its employees, officials, agents, directors, officers and trustees against and from any and all claims, actions, liability, and expenses (including settlements, judgments, court costs, attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions arising from SANCTUARY's performance of this Agreement, including without limitation, the custody, care, treatment, disposal, or adoption of any animal or the operation of its facilities, whether such act, omission, or failure was the fault of the SANCTUARY, its officers,

agents, or employees, and excepting any injuries or liabilities directly and solely caused by a negligent or intentional act of CITY or its employees or agents . Upon notice from the CITY, the SANCTUARY will resist and defend at its own expense, and by counsel reasonably satisfactory to the CITY, any such claim or action.

It is understood by the parties that any and all employees and volunteers working for SANCTUARY are not employees of the City and any and all liability associate with the activities of employees and volunteers of SANCTUARY, including Worker's Compensation, is the sole responsibility of the SANCTUARY.

**11. Solicitation By Sanctuary.** Nothing in this agreement is intended or shall be construed to prevent SANCTUARY from soliciting or accepting donations from any person or organization toward defraying the cost of SANCTUARY's activities. No report of these moneys need by made to CITY.

**12. Sanctuary Independent Contractor.** Nothing in this agreement shall be deemed or construed to create or constitute a partnership or joint venture between the parties hereto. Further, SANCTUARY is with respect to CITY and its officers an independent contractor and not an officer, employee or agent of CITY or of any CITY officer or employee.

**13. Assignment.** Neither party may assign this agreement nor its rights or duties under this agreement without the written consent of the other party.

**14. Notices.** In addition to all other notices provided for herein, CITY agrees that it shall give SANCTUARY notice of any ordinances, resolution or regulation changes contemplated by it relating to any matters effecting SANCTUARY's performance and/or functions under the terms and conditions of this agreement.

All notices herein provided to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given when deposited in the United States mail, certified and postage prepaid and addressed as follows:

TO CITY:  
City of Rio Dell Chief of Police  
675 Wildwood Avenue  
Rio Dell, California 95562

TO SANCTUARY:  
Miranda's Animal Rescue  
1603 Sandy Prairie Road  
Fortuna, CA 95540

15. **Amendment.** This agreement may be modified and amended at any time during its terms, or any extension(s) thereof, by written mutual agreement of the parties.

16. **Binding Effect.** This agreement shall be binding upon, and insure to the benefits of, the parties, their successors, and permitted assigns.

17. **Compliance With Laws.**

A. SANCTUARY agrees to comply with all local, state and federal laws and regulations. SANCTUARY further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

B. CITY agrees to reasonably comply with all local, state and federal laws and regulations pertaining to animal control. CITY further agrees to comply with any applicable standards or criteria established locally or by the state and federal governments.

18. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed in the Superior Court of the State of California for the County of Humboldt, California.

19. **No Waivers.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

20. **Captions and Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

22. **Severability.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the

balance of such provision) shall not be affected thereby.

**23. Drafting of Agreement.** The parties acknowledge that this Agreement has been negotiated at arm's length, has been drafted via a cooperative effort by both parties and no one party shall be construed as the draftsman. The parties have freely and voluntarily entered this Agreement, in their own interests and of their own volition.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective and duly authorized agents of the day and year first shown above.

CITY OF RIO DELL

MIRANDA'S ANIMAL RESCUE

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## AGREEMENT FOR ANIMAL CARE SERVICES

This Agreement is made as of \_\_\_\_\_, 2016 ("the Effective Date"), by and between the City of Rio Dell, a municipal corporation (hereinafter referred to as CITY) and Miranda's Rescue, a federal and California non-profit animal sanctuary (hereinafter referred to as SANCTUARY).

### Recitals

This Agreement is entered into with reference to the following facts:

A. WHEREAS, CITY desires to provide shelter for the secure and humane impoundment and disposition of animals pursuant to the provisions of Section 25802 of the California Government Code and other applicable sections of the California Food and Agriculture Code, the California Health and Safety Code, the California Penal Code and the City Ordinances of the City of Rio Dell; and

B. WHEREAS, SANCTUARY is organized for the purpose of providing shelter and care for strayed, abandoned, abused, or otherwise neglected animals, seeking responsible people to adopt animals, and educating and training the public regarding the proper care and handling of animals, especially the importance of spaying and neutering; and

C. WHEREAS, SANCTUARY represents itself as willing and able to provide the services required by CITY to carry out the provision of the aforesaid statutes and said City Code, including but not limited to the collection of city and state fees and fines in regards to animal redemption, appropriate hours for owner redemption and adoption as allowed by law, and appropriate holding periods for all animals; and

D. WHEREAS, For the purposes of this Agreement, the definition of "domestic animal" or "animal" includes any dog, cat, rabbit, guinea pig, hamster, pot-bellied pig, bird, lizard, snake, turtle, or tortoise or any other domesticated animal, and does not include livestock.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

### Agreement

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2. **Termination.** Each party hereto reserves the right to cancel this Agreement on sixty (60) days written notice for any reason at any time.

3. **Payment.**

A. CITY agrees to pay the SANCTUARY, and SANCTUARY agrees to invoice the CITY, a sum of one thousand dollars (\$1000.00) per month regardless of the number or type of Authorized Animals received or services performed by SANCTUARY. SANCTUARY shall submit its monthly invoice to CITY no later than thirty (30) days after the final day of the specified monthly billing period. Failure to timely submit a monthly invoice shall waive SANCTUARY's right to receive payment from CITY for the pertinent billing period.

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- iv. Number of Authorized Animals received that were not identified as either spayed or neutered.
- v. Number of Authorized Animals returned to their owners or adopted.
- vi. Number of Authorized Animals that remain unadopted or unreturned to owner.
- vii. Number of Authorized Animals that received veterinary care other than spaying, neutering or vaccinations while under the care of SANCTUARY.
- viii. Number of Authorized Animals received that pose a threat to health or safety of SANCTUARY employees, CITY employees, volunteers or the general public.

C. Upon the receipt of the information required by Section 3.B, above, the CITY shall review the information and reconcile the information provided by SANCTUARY with the records kept by the Rio Dell Police Department. To the extent there are any discrepancies, the Parties agree to meet and confer to ensure the information and records are accurate.

D. In the event that this Agreement does not remain in full force and effect for an

entire monthly billing period, SANCTUARY shall Invoice the CITY for the partial month on a pro-rated basis by dividing \$1,000 by the amount of days this Agreement was effective.

**4. Authorized Animals.**

A. As used in this Agreement, the term "Authorized Animal(s)" means an animal that is delivered to or received by SANCTUARY accompanied by written documentation, signed and dated by an employee of the CITY, authorizing SANCTUARY to take custody of the animal. Written authorizations shall be delivered in person, or by fax or electronically scanned documentation at or before the time the animal is received by SANCTUARY. CITY agrees to make CITY staff available to prepare and deliver written authorization on an on-call basis at all hours of the day or night.

B. Animals accepted by SACTUARY without written authorization from CITY shall not be identified as Authorized Animals and all responsibility for the care, custody, and treatment of any unauthorized animals, or any liability, claims, damage or injury arising from said animals or said care, custody and treatment, shall be solely the responsibility of SANCTUARY and not of the CITY.

5. **Space Availability.** SANCTUARY will ensure that there is adequate space available for Authorized Animals at all times. No Authorized Animal delivered in accordance with this Agreement shall be denied sanctuary or otherwise refused by SANCTUARY.

6. **Non-Exclusivity.** It is understood and agreed that this Agreement does not obligate SANCTUARY to perform any functions or services for the other cities within the County of Humboldt. However, it is understood and agreed that SANCTUARY may enter into independent agreements with any incorporated cities within the County of Humboldt or the County of Humboldt itself, provided that SANCTUARY retains sufficient space, capacity, and personnel to meet its obligations under this Agreement. SANCTUARY agrees that it shall not receive any deductions or credits under this Agreement by reason of any sums received by SANCTUARY for functions and services rendered under any other agreement it may enter into with any other person or entity.

**7. Animal Sanctuary.**

A. SANCTUARY will maintain and operate an animal sanctuary in a responsible, legal, secure and sanitary manner adequate for the confinement, treatment and placement of all Authorized Animals and will furnish all supervision, labor, animal food, tools, supplies, and other things necessary for satisfactory performance of the services herein

agreed to be provided. This property may be used by SANCTUARY for all other uses authorized by law and not in conflict with this Agreement.

B. SANCTUARY will provide adequate means to accept at all times Authorized Animals not in need of immediate veterinary care delivered to SANCTUARY by CITY employees. In furtherance of this obligation, SANCTUARY shall provide an isolated kennel that shall be accessible to CITY at all times, day or night. SANCTUARY shall ensure that the isolated kennel herein contemplated is locked and secured and shall deliver a key or other means of access to the isolated kennel to the CITY's Chief Animal Control Officer. In the event CITY delivers an Authorized Animal to SANCTUARY during non-business hours, CITY shall provide notification to SANCTUARY of the intended delivery of an Authorized Animal to the isolated kennel and shall provide SANCTUARY the appropriate written documentation for said delivery. SANCTUARY open hours shall be in accordance with state law.

C. SANCTUARY will maintain an isolated section of the shelter facility for the confinement, observation and care of any animal suspected of having rabies, or any animal which has bitten or otherwise exposed any person, and shall accept, care for and dispose of any such animal delivered to the facility in accordance with instructions of the County Health Officer or his/her designee.

D. SANCTUARY will report at once to the County Health Officer or his/her designee any animals delivered or reported to it as being suspected of rabies, or of having bitten or otherwise exposed any person, and shall cause to have removed and make available to the County Health Officer for laboratory examination the head of any animal which dies while under confinement for such reason. Pursuant to his or her responsibilities for rabies control, the County Health Officer and his or her authorized representatives shall be afforded access to the facility at all times for the examination of any or all animals impounded herein.

E. SANCTUARY will keep timely complete and accurate records of the receipt and disposition of all animals delivered into its custody at the animal sanctuary and a complete and accurate set of books showing the revenues, expenses, and related financial transactions pursuant to this agreement. Such records and accounts shall be made available at the animal sanctuary on SANCTUARY's premises for examination at all reasonable times by authorized representatives of the CITY.

## **8. Licensing.**

A. It is understood and agreed that SANCTUARY will cooperate with CITY in the

administration of animal licensing laws and shall, upon the request of the CITY, assist CITY in collection of fees thereof. SANCTUARY shall offer for sale dog licenses as provided in the City Code and under the direction of CITY. It is further understood, acknowledged, and agreed that in selling dog licenses, neither SANCTUARY nor any employee thereof shall be considered an employee or agent of CITY. It is further understood that all fees derived from licensing shall be forwarded to CITY on a monthly basis with a full, complete, and accurate accounting and inventory of licenses sold and unsold and receipts of sale.

B. CITY shall supply to SANCTUARY, without charge, all such dog license certificates, numbered metallic tags, and receipt forms as shall be required by SANCTUARY in carrying out its responsibility.

**9. Insurance Requirements.** Throughout the entirety of this Agreement, and as an express condition to its effectiveness, SANCTUARY shall obtain, maintain, and provide sufficient proof of liability insurance to the extent and in the manner set forth below. SANCTUARY shall submit and keep current certificates of insurance, or other forms of proof of such insurance that is acceptable to CITY, to the Clerk of the City of Rio Dell. Without limiting SANCTUARY's indemnification obligations provided herein, SANCTUARY shall maintain and require any of its subcontractors to maintain, at all times during the effectiveness of this Agreement, the following policies of insurance from insurers validly licensed and operating in the State of California and holding a current A.M. Bests Rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities conducted by SANCTUARY, its agents, employees, or subcontractors in the performance of or arising out of this Agreement:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence from CG 0001) in an amount of \$2,000,000 per occurrence. Said policy shall contain, or be endorsed with the following provisions:

- i. The CITY, its officers, employees and agents are named as an additional insured under the policy. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, agents, and employees.
- ii. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to CITY by certified mail.

- iii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- iv. For claims arising from SANCTUARY's performance of this Agreement, the CITY's coverage as an additional insured under the above policy shall be considered primary coverage to the CITY, and any insurance or self-insurance programs maintained by the CITY shall be considered excess coverage to SANCTUARY's insurance and will not be called upon to contribute with it.
- v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to CITY, its officers, employees, and agents.

B. Worker's Compensation Insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against CITY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

C. SANCTUARY is to maintain any other insurance or surety bonding that may be required by applicable local, State, or Federal laws and regulations.

SANCTUARY shall furnish CITY with certificates and original endorsements affecting the required coverage prior to execution of the Agreement by CITY and the effectiveness of this Agreement. The endorsements shall be on forms as approved by the City Attorney. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by CITY. If SANCTUARY does not keep all required policies in full force and effect, CITY may, in addition to other remedies under this Agreement, take out the necessary insurance, and SANCTUARY agrees to pay the cost of said insurance.

10. **Indemnification.** SANCTUARY will indemnify, defend and hold harmless the CITY and its employees, officials, agents, directors, officers and trustees against and from any and all claims, actions, liability, and expenses (including settlements, judgments, court costs, attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions arising from SANCTUARY's performance of this Agreement, including without limitation, the custody, care, treatment, disposal, or adoption of any animal or the operation of its facilities, whether such act, omission, or failure was the fault of the SANCTUARY, its officers,

agents, or employees, and excepting any injuries or liabilities directly and solely caused by a negligent or intentional act of CITY or its employees or agents . Upon notice from the CITY, the SANCTUARY will resist and defend at its own expense, and by counsel reasonably satisfactory to the CITY, any such claim or action.

It is understood by the parties that any and all employees and volunteers working for SANCTUARY are not employees of the City and any and all liability associate with the activities of employees and volunteers of SANCTUARY, including Worker's Compensation, is the sole responsibility of the SANCTUARY.

**11. Solicitation By Sanctuary.** Nothing in this agreement is intended or shall be construed to prevent SANCTUARY from soliciting or accepting donations from any person or organization toward defraying the cost of SANCTUARY's activities. No report of these moneys need by made to CITY.

**12. Sanctuary Independent Contractor.** Nothing in this agreement shall be deemed or construed to create or constitute a partnership or joint venture between the parties hereto. Further, SANCTUARY is with respect to CITY and its officers an independent contractor and not an officer, employee or agent of CITY or of any CITY officer or employee.

**13. Assignment.** Neither party may assign this agreement nor its rights or duties under this agreement without the written consent of the other party.

**14. Notices.** In addition to all other notices provided for herein, CITY agrees that it shall give SANCTUARY notice of any ordinances, resolution or regulation changes contemplated by it relating to any matters effecting SANCTUARY's performance and/or functions under the terms and conditions of this agreement.

All notices herein provided to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given when deposited in the United States mail, certified and postage prepaid and addressed as follows:

TO CITY:  
City of Rio Dell Chief of Police  
675 Wildwood Avenue  
Rio Dell, California 95562

TO SANCTUARY:  
Miranda's Animal Rescue  
1603 Sandy Prairie Road  
Fortuna, CA 95540

15. **Amendment.** This agreement may be modified and amended at any time during its terms, or any extension(s) thereof, by written mutual agreement of the parties.

16. **Binding Effect.** This agreement shall be binding upon, and insure to the benefits of, the parties, their successors, and permitted assigns.

17. **Compliance With Laws.**

A. SANCTUARY agrees to comply with all local, state and federal laws and regulations. SANCTUARY further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

B. CITY agrees to reasonably comply with all local, state and federal laws and regulations pertaining to animal control. CITY further agrees to comply with any applicable standards or criteria established locally or by the state and federal governments.

18. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed in the Superior Court of the State of California for the County of Humboldt, California.

19. **No Waivers.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

20. **Captions and Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

22. **Severability.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the

balance of such provision) shall not be affected thereby.

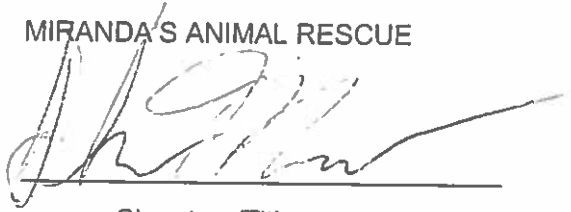
**23. Drafting of Agreement.** The parties acknowledge that this Agreement has been negotiated at arm's length, has been drafted via a cooperative effort by both parties and no one party shall be construed as the draftsman. The parties have freely and voluntarily entered this Agreement, in their own interests and of their own volition.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective and duly authorized agents of the day and year first shown above.

CITY OF RIO DELL

MIRANDA'S ANIMAL RESCUE

\_\_\_\_\_



Signature/Title

Signature/Title

\_\_\_\_\_

3-9-2016

Date

Date




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



For Meeting of: March 15, 2016

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Kyle Knopp, City Manager  
Date: March 10, 2016  
Subject: Removal of Natural Materials, Section 17.30.280 of the Rio Dell Municipal Code (RDMC)

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**Recommendation:**

That the City Council:

1. Receive staff's report regarding the existing Removal of Natural Materials Regulations;
2. Open the public hearing, receive public input and deliberate;
3. Introduce (first reading) Ordinance No. 343-2016 amending Section 17.30.280, Removal of Natural Materials, to accurately reference the California Building Code (CBC) and continue consideration, approval and adoption of the proposed Ordinance to your meeting of April 5, 2016 for the second reading and adoption.

**Background and Discussion**

Staff recently discovered that Section 17.30.280, Removal of Natural Materials, of the Rio Dell Municipal Code (RDMC) refers to the Uniform Building Code (UBC). The Uniform Building Code was replaced by the California Building Code (CBC) in 2000. Staff is accordingly recommending that the Removal of Natural Materials regulations accurately reflect the California Building Code (CBC).

Below is a copy of the existing regulations with the recommended changes:

### 17.30.280 Removal of Natural Materials.

A grading permit issued by the Building Official is required for all clearing or earthwork within the City of Rio Dell, except for those earthwork or clearing activities specifically exempted in ~~Chapter 33~~ [Appendix J](#) of the ~~Uniform~~ [California](#) Building Code ~~and its Appendix~~. [Ord. 252 § 6.17, 2004.]

#### Procedural Requirements

Pursuant to Section 17.35.010 of the City of Rio Dell Municipal Code, the following City procedures are required to amend the Ordinance:

- An amendment may be initiated by one or more owners of property affected by the proposed amendment, as set out in Section 17.35.010(3), or by action of the Planning Commission, or the City Council.
- The application of one or more property owners for the initiation of an amendment shall be filed in the office of the City Clerk on a form provided, accompanied by a filing fee.
- Subject only to the rules regarding the placing of matters on the Planning Commission agenda, the matter shall be set for a public hearing.
- Notice of hearing time and place shall be published once in a newspaper of general circulation at least ten calendar days before the hearing or by posting in at least three public places.
- At the public hearing, the Planning Commission shall hear any person affected by the proposed amendment. The hearing may be continued from time to time.
- Within 40 days of the conclusion of the hearing, the Planning Commission shall submit to the City Council a written report of recommendations and reasons therefore.
- Subject only to the rules regarding the placing of matters on its agenda, the City Council, at its next regular meeting following the receipt of such report, shall cause the matter to be set for a public hearing. Notice of the time and place of the hearing shall be given as provided in Section 17.35.010(5), hereof.
- At the public hearing, the City Council shall hear any person affected by the proposed amendment. The hearing may be continued to a specified future date, but shall be concluded within 60 days of the commencement thereof.
- The City Council shall not make any change in the proposed amendment until the proposed change has been referred to the Planning Commission for a report, and the Planning Commission report has been filed with the City Council.

### **Zone Reclassification Required Findings:**

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

There are no polices in the General Plan which would prohibit amending the Removal of Natural Materials regulations to accurately reflect the California Building Code (CBC).

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

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

### **Attachments**

Attachment 1: Ordinance No. 343-2016 amending Section 17.30.280, Removal of Natural Materials, to accurately reference the California Building Code (CBC).

**ORDINANCE NO. 343-2016**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING SECTION 17.30.280, REMOVAL OF NATURAL MATERIALS OF THE RIO  
DELL MUNICIPAL CODE, TO ACCURATELY REFERENCE THE CALIFORNIA BUILDING  
CODE (CBC):**

**THE CITY COUNCIL OF THE CITY OF RIO DELL ORDAINS AS FOLLOWS:**

**WHEREAS** staff recently discovered that Section 17.30.280, Removal of Natural Materials, of the Rio Dell Municipal Code (RDMC) refers to the Uniform Building Code (UBC); and

**WHEREAS** the Uniform Building Code was replaced by the California Building Code (CBC) in 2000; and

**WHEREAS** staff is accordingly recommending that the Removal of Natural Materials regulations accurately reference the California Building Code (CBC); and

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

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

**WHEREAS** the City finds that based on evidence on file and presented in the staff report that the proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected; and

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

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

**Section 1.** Section 17.30.280, Removal of Natural Materials, of the Rio Dell Municipal Code is hereby amended as follows:

**17.30.280 Removal of Natural Materials.**

A grading permit issued by the Building Official is required for all clearing or earthwork within the City of Rio Dell, except for those earthwork or clearing activities specifically exempted in ~~Chapter 33~~ Appendix J of the Uniform California Building Code ~~and its Appendix~~. [Ord. 252 § 6.17, 2004.]

**Section 2. Severability**

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

**Section 3. Limitation of Actions**

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

**Section 4. Effective Date**

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

**I HEREBY CERTIFY** that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on March 15, 2016 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the April 5, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 343-2016 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the April 5, 2016.

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Karen Dunham, City Clerk, City of Rio Dell

# CITY OF RIO DELLE CHECK REGISTER

## General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004485	2/01/2016	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	376.97
0004486	2/09/2016	[0576] 101 AUTO PARTS	ONE GAL 15W40 OIL; TWO OIL FILTERS	34.92
0004487	2/09/2016	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR 3.12 SOFTWARE PACKAGE	343.42
0004488	2/09/2016	[5525] ANGELOFF, PHIL	DOCSTAR USER LICENSES & SYSTEM SOFTWARE	198.60
0004489	2/09/2016	[2224] AQUA BEN CORPORATION	CUSTOMER DEPOSIT REFUND	5,964.48
0004490	2/09/2016	[3975] AT&T - 5709	HYDROFLOC 851 275 GAL TOTE	449.21
0004491	2/09/2016	[5330] CAPITAL ONE COMMERCIAL	HYDROFLOC 851 275 GAL TOTE	333.12
			PHONE EXPENSES FOR JANUARY 2016	
			COSTCO - HOT CUPS	
			COSTCO - YELLOW LEGAL LINED PADS; 6 CASES	
			COP	
0004492	2/09/2016	[2293] CITY OF FORTUNA	COSTCO - STORAGE FILE BOXES	2,075.00
0004493	2/09/2016	[2303] COAST CENTRAL CREDIT UNION	POLICE DISPATCH SERVICES FOR FEBRUARY 2016	120.00
0004494	2/09/2016	[2304] COLLEGE OF THE REDWOODS	POA DUES FOR PPE 1/22/16	278.00
0004495	2/09/2016	[2366] EEL RIVER DISPOSAL INC	FIELD TRAINING FOR TWO OFFICERS	426.85
0004496	2/09/2016	[2405] FORTUNA ACE HARDWARE	GARBAGE BAGS FOR JANUARY 2016	47.48
0004497	2/09/2016	[5241] GE CAPITAL	TWO 28 OZ AJAX CLEANER; 24 OZ SOFTSCRUB	
0004498	2/09/2016	[5620] TIFFANY GIVENS	CLEAN	482.13
0004499	2/09/2016	[3915] HARRINGTON INDUSTRIES	XEROX COPIER PAYMENT FOR FEBRUARY	42.15
0004500	2/09/2016	[5932] HIGH ROCK CONSERVATION CAMP	CUSTOMER DEPOSIT REFUND	1,184.63
0004501	2/09/2016	[2474] HUMMEL TIRE & WHEEL, INC	TANK STAND HDPE FOR FLAT/CONE BTM	2,400.00
0004502	2/09/2016	[4360] MODERN MARKETING, INC	PROFESSIONAL SERVICES FOR BRUSH REMOVAL	
0004503	2/09/2016	[2410] NORTH COAST CLEANING SERVICES, INC.	AT PA	14.50
0004504	2/09/2016	[4393] NYLEX.net. Inc.	FLAT TIRE REPAIR FOR 2013 FORD INTERCEPTOR	324.35
0004505	2/09/2016	[3032] RENDEZVOUS MUSIC & VENDING	DRUG TESTING POUCHES	471.00
0004506	2/09/2016	[2659] RIO DELL PETTY CASH	MONTHLY CLEANING SERVICE FOR JANUARY 2016	900.00
0004507	2/09/2016	[2742] SCOTIA TRUE VALUE HARDWARE	MONTHLY MAINTENANCE FOR JANUARY 15	63.00
			THROUGH FE	4.92
			COFFEE	245.45
			ENVELOPES FOR DROP BOX; POSTAGE	
			EIGHT WP 2PK 48" CW FLUORESCENT TUBES	
			NICKEL PLATED KEY	
			POLY DUSTER; 5LB DIATOMACEOUR EARTH; 5M	
			ZERO	
			TWO PWR KILL RAT TRAP	
0004508	2/09/2016	[4525] SHERLOCK RECORDS MGMT	6PK LIQUID ANT BAIT/BORAX; 4 TINE HD CULTIVAT	109.20
0004509	2/09/2016	[4699] SIERRA CHEMICAL CO	STORAGE SERVICE & BOX RETRIEVAL FOR	
			JANUARY	
			CONTAINER DEPOSIT REFUND	3,429.99
			CHEMICAL & CONTAINER DEPOSIT	
			CHEMICALS & CONTAINER DEPOSIT	
0004510	2/09/2016	[2710] STARPAGE	PAGING SERVICES FOR FEBRUARY 2016	12.95
0004511	2/09/2016	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICE 2/1/16 - 2/29/16	250.76
0004512	2/09/2016	[4151] TIMES PRINTING COMPANY	500 BLANK 2ND SHEET PAPER	33.50

# CITY OF RIO DELLL CHECK REGISTER

## General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004513	2/09/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 1/22/16	5,265.91
0004514	2/09/2016	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR FEBRUARY 2016	235.69
0004515	2/09/2016	[2779] WILDWOOD SAW	HT - 131 RECOIL HOUSING FOR WEDEATER TWO CHAINSAW CHAINS	342.53
0004516	2/09/2016	[5811] WILDWOOD SMOKE SHOP(1)	EIGHT CHAINSAW CHAINS	255.81
0004516	2/18/2016	[5443] AIRGAS USA, LLC	CUSTOMER DEPOSIT REFUND	21.00
0004517	2/18/2016	[5330] CAPITAL ONE COMMERCIAL	CYLINDER RENTAL	229.55
0004518	2/18/2016	[2285] CC MARKET (1)	COSTCO - LYSOL WIPES; SHARKROCKET VACUUM CLEA	9.98
0004519	2/18/2016	[2303] COAST CENTRAL CREDIT UNION	20# CRUSHED ICE FOR WASTEWATER SAMPLES	120.00
0004520	2/18/2016	[5127] DELTA DENTAL	20# CRUSHED ICE FOR WASTEWATER SAMPLES	2,274.04
0004521	2/18/2016	[5957] HAZARDOUS MATERIALS RESPONSE AUTHORITY	POA DUES FOR PPE 02/05/16 DENTAL INSURANCE FOR MARCH 2016	1,322.00
0004522	2/18/2016	[4908] MITCHELL BRISSO DELANEY &VRIEZE	MEMBER AGENCY ANNUAL CONTRIBUTIONS	2,289.58
0004523	2/18/2016	[4393] NYLEX.net. Inc.	LEGAL SERVICES FOR JANUARY 2016	900.00
0004524	2/18/2016	[2603] PG&E	LEGAL SERVICES FOR JANUARY 2016	14,488.19
0004525	2/18/2016	[4338] QUILL CORPORATION	MONTHLY MAINTENANCE FOR FEBRUARY 15TH THROUGH UTILITY EXPENSES FOR JANUARY 2016	99.67
0004526	2/18/2016	[5222] R.J. RICCIARDI, INC	ONE PACK PAPER CLIPS; CASH REGISTER ROLLS; LO	2,700.00
0004527	2/18/2016	[4215] ROCHA'S AUTOMOTIVE	6 BOXES STAPLES; SCREEN/MONITOR CLEANING WIPE	52.90
0004528	2/18/2016	[2742] SCOTIA TRUE VALUE HARDWARE	PROFESSIONAL SERVICES FOR THE PERIOD ENDING 1	84.57
0004529	2/18/2016	[2694] SHELL OIL CO.	LUBE, OIL & FILTER FOR 2014 FORD INTERCEPTOR FOUR BAGS 80 LB CONCRETE MIX TWO BAGS 80 LB CONCRETE MIX UPS SHIPPING CHARGES	1,994.38
0004530	2/18/2016	[5294] DANIEL J SMITH	THREE BAGS 80 LB CONCRETE MIX PD FUEL EXPENSES FOR JANUARY 2016	217.21
0004531	2/18/2016	[3209] SMITHER CONSTRUCTION	PW FUEL EXPENSES FOR JANUARY 2016 ADMIN CAR FUEL EXPENSES FOR JANUARY 2016 PD FUEL EXPENSES FOR FEBRUARY 2016	138.30
0004532	2/18/2016	[2319] SUDDENLINK COMMUNICATIONS	PW FUEL EXPENSES FOR FEBRUARY 2016	134.95
0004533	2/18/2016	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	SPORT & CYCLE - CLOTHING ALLOWANCE	5,265.91
0004534	2/18/2016	[2772] WENDT CONSTRUCTION, INC	BOOT BARN - CLOTHING ALLOWANCE REFUND BALANCE OF DEPOSIT FEE FOR 158 CEDAR S INTERNET SERVICE 02/10/16 TO 3/20/16 RETIREMENT FOR PPE 02/05/16 23.86 TONS CRUSHED ROCK DELIVERED	405.62



# CITY OF RIO DELLL CHECK REGISTER

## General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004535	2/18/2016	[5973] PRECISION INTERMEDIA	Deposit for Design & Concept Development for	1,200.00
0004536	2/24/2016	[2237] BANK OF AMERICA BUSINESS CARD	STATEWIDE TRAFFIC SAFETY & SIGNS - TWO HANDIC	2,492.29
0004537	2/24/2016	[2895] CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS	STAPLES - 3,000 ENVELOPES WITH CITY LOGO RETU	85.00
0004538	2/24/2016	[2285] CC MARKET (1)	GAIA HOTEL & SPA - LODGING FOR FINANCE DIRECT	30.00
0004539	2/24/2016	[2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	2016 CACEO MEMBERSHIP DUES	35.00
0004540	2/24/2016	[2386] EUREKA RUBBER STAMP CO.	BIRTHDAY CAKE FOR THE MONTH OF FEBRUARY 2016	53.67
0004541	2/24/2016	[3385] EVANS MECHANICAL (1)	BLOOD ALCOHOL ANALYSIS FOR JANUARY 2016	947.29
0004542	2/24/2016	[5177] AUSTIN H EVANS	THREE NAME PLATES	186.80
0004543	2/24/2016	[2394] FEDEX	STAMP "CITY OF RIO DELL APPROVED"	537.99
0004544	2/24/2016	[2750] HD Supply Facility Maintenance DBA: USA BLUEBOOK	REPAIR REZTOR HEATER IN WATER BUILDING	1,150.59
0004545	2/24/2016	[5755] WHITNEY HUGHES	REPAIR REZTOR HEATER AT STREETS SHOP	68.37
0004546	2/24/2016	[2484] INDEPENDENT BUSINESS FORM	TRACTOR SUPPLY - REIMBURSEMENT FOR CLOTHING A	380.26
0004547	2/24/2016	[5838] TAWNY MORSE	ONE PK HACH NITRAVER 5 POWDER PILLOWS; FOUR F	7,000.00
0004548	2/24/2016	[2570] NILSEN COMPANY	CUSTOMER DEPOSIT REFUND	659.99
0004549	2/24/2016	[2569] NORTH COAST LABORATORIES, INC.	LASER PAPER FOR UTILITY BILLING SHUT OFF NOTI	60.00
0004550	2/24/2016	[3287] NORTH COAST UNIFIED AQMD	REFUND SEWER CONNECTION FEES & PARTIAL WATER	60.00
0004551	2/24/2016	[4548] PAPE' MACHINERY EXCHANGE	REPAIR ROTOR, CARB DIAPHRAM & FUEL LEAK ON CO	392.32
0004552	2/24/2016	[4338] QUILL CORPORATION	TWO XEROX BLACK PHASER 6130 TONER CARTRIDGES	204.90
0004553	2/24/2016	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	63.00
0004554	2/24/2016	[2664] ROGERS MACHINERY INC	REPAIRS TO BLOWER; BELT SET, FILTER FLEECE. I	1,985.98
0004555	2/24/2016	[2742] SCOTIA TRUE VALUE HARDWARE	WHITE NYLON CORD FOR FLAG POLE	36.71
0004556	2/24/2016	[5976] STATEWIDE TRAFFIC SAFETY & SIGNS	TWO 1/2X6 HEX LAG BOLTS	
			100 PHILLIP FH WS Z 12X3	
			SIX SLOW CONE SIGNS BLK/ORANGE; TEN 30" X 30"	1,023.51
			THREE 12X18 PUBLIC PARKING SIGNS; TWO 12X6 WH	
0004557	2/24/2016	[2772] WENDT CONSTRUCTION, INC	REPAIRS TO VACTOR TRUCK	2,730.00
<b>Total Checks/Deposits</b>				<b>80,849.04</b>