

**A G E N D A**  
**RIO DELL CITY COUNCIL**  
**CLOSED SESSION - 5:00 P.M.**  
**STUDY SESSION- 5:30 P.M.**  
**REGULAR MEETING - 6:30 P.M.**  
**TUESDAY, MARCH 20, 2012**  
**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 CLOSED SESSION AS FOLLOWS:

1) 2012/0403.01 - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION  
Pursuant to Government Code Section 54956.9(a) Name of Case:  
Steven and Sharon Wolff v. City of Rio Dell, Humboldt Superior  
Court Case No. CV120162

1) 2012/0403.02 - CONFERENCE WITH LABOR NEGOTIATOR; the City's Designated  
Representative City Manager Ron Henrickson, Pursuant to Government  
Code Section 54957.6 Concerning Rio Dell Police Officers' Association,  
Rio Dell Employees' Association, and Contract Employees

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION

F. RECONVENE INTO OPEN SESSION

G. ORAL ANNOUNCEMENTS

H. STUDY SESSIONS - 5:30 P.M.

- 1) 2012/0403.03 - Wildwood Ave. Streetscape Design

I. PLEDGE OF ALLEGIANCE

J. CEREMONIAL

K. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Items requiring Council action not listed on this agenda will be placed on the next regular agenda for consideration, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 5 minutes.*

L. 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) 2012/040303 - Approve Minutes of the March 20, 2012 Regular Meeting (**ACTION**) 1

M. SPECIAL PRESENTATIONS

N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) "SPECIAL CALL ITEMS" from Consent Calendar
- 2) 2012/0403.04 - Public Hearing on Unmet Transit Needs (**ACTION**) 9
- 3) 2012/0403.05 - Review/Discussion of Animal Control Fees (**RECEIVE & FILE**) 16
- 4) 2012/0403.06 - Discussion Regarding HCAOG Expanded Membership (**DISCUSSION**) 22
- 5) 2012/0403.07 - Amendment of Existing Joint Use Agreement between the Rio Dell School District and the City (**ACTION**) 25
- 6) 2012/0403.08 - Approve HDR Engineering Contract Amendment No. 2 for Construction Administration of the Wastewater Treatment Upgrade & Disposal Project in an Amount not to Exceed \$317,998. (**ACTION**) 37
- 7) 2012/0403.09 - Approve Contract with Hirtzer Inspection Services for Construction Management and Inspection Services of the Wastewater Upgrade & Disposal Project in an Amount not to Exceed \$324,000 (**ACTION**) 46

O. ORDINANCES/SPECIAL RESOLUTIONS

- 1) 2012/0403.10 - Introduction and First Reading (by title only) of Ordinance No. 289-2012 Related to Election/Political Sign Regulations (**ACTION**) 58
- 2) 2012/0403.11 - Approve Resolution No. 1148-2012 Approving Mid-Year Budget Amendments (**ACTION**) 67
- 3) 2012/0403.12 - Approve Resolution No. 1149-2012 Approving Submittal of Application to RCAC for Bridge Financing on the Wastewater Treatment Upgrade and Disposal Project (**ACTION**) 70
- 4) 2012/0403.13 - Introduction and First Reading (by title only) of Ordinance No. 287-2012 Animal Care and Control Ordinance (**ACTION**) 73
- 5) 2012/0403.14 - Approve Resolution No. 1150-2012 Reaffirming the Existing Fence Regulations, Ordinance No. 167 (**ACTION**) 95

P. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED CLOSED SESSION AS FOLLOWS:

S. PUBLIC COMMENT REGARDING CLOSED SESSION

T. RECESS INTO CLOSED SESSION

U. RECONVENE INTO OPEN SESSION

V. ORAL ANNOUNCEMENTS

W. ADJOURNMENT

*The next Regular meeting will be on April 17, 2012  
at 6:30 PM in the City Council Chambers*

**RIO DELL CITY COUNCIL  
CLOSED SESSION  
REGULAR MEETING  
MARCH 20, 2012  
MINUTES**

The Closed Session/Regular Meeting of the Rio Dell City Council was called to order at 5:30 p.m. by Mayor Woodall.

**ROLL CALL:** Present: (Closed Session) Mayor Woodall, Councilmembers Leonard, Marks, Thompson and Wilson, City Manager Henrickson, Attorneys Russ Gans and Nick Kloeppel

(Regular Meeting) Mayor Woodall, Councilmembers Leonard, Marks, Thompson and Wilson

Others Present: City Manager Henrickson, Chief of Police Hill, Finance Director Beauchaine, Community Development Director Caldwell, and City Clerk Dunham

Absent: Water Superintendent Jensen and Wastewater Superintendent Chicora (excused)

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

**CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION:**

Pursuant to Government Code Section 54956.9(a)  
Name of Case: Steven and Sharon Wolff v. City of Rio Dell  
Humboldt Superior Court Case No. CV120162

Mayor Woodall announced the Council would be adjourning to closed session to discuss the above matter and asked for public comment. There being no public comment, the Council adjourned to closed session at 5:30 p.m. The closed session ended at 6:20 p.m.

The regular meeting reconvened at 6:30 p.m. Mayor Woodall announced there was no reportable action taken in closed session.

**PUBLIC PRESENTATIONS**

**Art Cassel**, 560 Gunnerson Lane addressed the Council regarding what he referred to as excessive noise levels caused by the pumps, motors and blowers at the wastewater treatment plant. He said he had spoken to the City Manager back in August and expressed his concern and was told that the noise would be mitigated with construction of the new wastewater treatment plant. He said since construction has not yet begun he thought it would be the perfect

## MARCH 20, 2012 MINUTES

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opportunity for the City to make sure the proper engineering procedures are followed to address potential noise levels in accordance with the City's Noise Element.

City Manager Henrickson said when he spoke to Mr. Cassel in August, he believed construction of the wastewater treatment plant was eminent yet it has taken until now to finally get the project underway, stating that construction was scheduled to begin in about a week.

Councilmember Thompson asked for clarification as to the source of the noise; Mr. Cassel said the majority of the noise was coming from the blowers and a small portion of the noise from the water building.

**Deborah Bare** addressed the Council regarding the proposed Street Improvement Project and said it was her understanding that a slurry seal was planned for Berkeley Street and asked the Council to consider approving asphalt overlay instead because of the increased truck traffic going to the PG&E substation. She said she also understood that the life of a slurry seal was only 2 years.

City Manager Henrickson explained the street repairs were determined according to the Engineer's specifications and noted a typical slurry seal coat is expected to last between 7 and 10 years.

### CONSENT CALENDAR

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

Motion was made by Leonard/Thompson to approve the consent calendar including approval of minutes of the March 6, 2012 regular meeting. Motion carried 5-0.

### SPECIAL PRESENTATIONS

#### Mid-Year Budget Review & Proposed Amendments

Finance Director Beauchaine stated presented in the packet for Council review were both the Citywide Operations and Capital Budget Variance Report and the Combined Balance Sheet for the period ending December 31, 2011.

She continued with a power point presentation on the Operations and Capital Budget Mid-Year Review for Fiscal Year 2011-2012. She reported to date the City has received 45% of combined anticipated revenues, and expended 48% of combined funds appropriated for the year. She said net assets have increased by \$435,000 in comparison to the prior year and overall, the City's budget projections are on target.

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Councilmember Marks asked for clarification on the anticipated \$435,000 increase in assets; Finance Director Beauchaine explained that some of the increase was related to cash but a lot of it was related to project construction in progress.

Finance Director Beauchaine stated that building permit activity decreased in comparison to the prior year and staff was uncertain if it would pick up during the last half of the year.

She also reported that the City received an unanticipated SCORE JPA Dividend of \$94,406 which was disbursed to the appropriate funds. She said she would be coming back to the Council with a request for a budget amendment to incorporate these revenues into the current budget.

Moving on to Special Revenue Funds, she reported that the State of California approved continued funding for the COPS/CHRP Program that was not included in the budget and as a result would be requesting a budget amendment of \$84,000 to incorporate the CHRP Funds into the budget.

She reported Water Expenditures proportionately high totaling 56% of funds projected due to a significant increase in maintenance and repairs.

She said overall, no expenditure amendments are being requested at this time and conservative spending measures will be implemented in an attempt to incorporate the unplanned expenditures into the budget. In the event the costs are not able to be absorbed, staff will be requesting an amendment likely at the end of the year.

In closing, Finance Director Beauchaine said she would be coming back to the Council with a resolution at the next meeting recommending a total revenue budget amendment of \$98,590.58.

Councilmember Marks stated she had a couple of citizens question the new rate for water and sewer customer deposits and asked if the finance department could produce a report that reflects the amount of bad debt write-offs for 2010 and 2011.

Finance Director Beauchaine referred to the Budget Variance Report submitted in the council packet which showed bad debt as of mid-year at \$7,400. She agreed to submit a report in the next agenda packet as a "receive and file" item.

Councilmember Marks said she also received questions about the automatic 3% increase in water and sewer service charges and was asked how much annual revenue the increase generated; Finance Director Beauchaine said the 3% increase in water will generate approximately \$18,000. She said she would also include that data in the report.

Councilmember Thompson asked if it would be beneficial to the City to implement a program to accept credit/debit card payments.

Finance Director Beauchaine stated she analyzed the potential demand and found that although it would be convenient for some citizens, the majority of the citizens would not use it. The idea has been on the “back burner” for some time and hasn’t materialized due to added cost and the necessary software upgrade. Also, the City would be required to solicit Request for Proposals from the various companies that offer the service.

City Manager Henrickson noted that there are fees associated with having credit/debit machines which would drive up consumer costs.

City Manager Henrickson commented that the City is in good financial shape in terms of this budget.

**SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

Public Hearing on Unmet Transit Needs

City Manager Henrickson stated each year HCAOG recommends each entity conduct a public hearing to receive comments specific to their jurisdiction for inclusion in the Unmet Needs Report of Findings.

A public hearing was opened at 7:05 p.m. to receive public comment on unmet transit needs.

**Sharon Wolff** commented that with the current gas prices, she would like to be able to take the bus more often but due to limited runs it was not possible. She said if the schedule was expanded to include more runs including runs to the College of the Redwoods, there would be more people taking advantage of the bus service.

There being no further public comment, the public hearing closed at 7:06 p.m.

Public Hearing Regarding Application for USDA Loan for the Purpose of Completing a Street Improvement Program

City Manager Henrickson stated the City is proposing to apply for U.S. Department of Agriculture (USDA) funding in the amount of \$2 million for the purpose of completing a street improvement project. He said the funding is proposed to be repaid by a city wide assessment on all properties over a 15 year period. In order to assess properties, a ballot measure will appear on the June 5, 2012 primary election (Measure X) which requires 66% voter approval.

He said the public is encouraged to offer comment regarding the proposed project and USDA funding application. Following the public hearing tonight will be additional public meetings to solicit input and inform property owners about specific information related to the proposed assessment.

A public hearing was opened at 7:08 p.m. to receive public comment on the proposed project and USDA funding application.

There being no public comment, the public hearing closed at 7:09 p.m.

## **ORDINANCES/SPECIAL RESOLUTIONS**

### Discussion of Draft Ordinance No. 289-2012 Related to Election/Political Sign Regulations

Community Development Director stated staff discovered that the City does not have specific regulations regarding election or political signs. As a result he created a table representing regulations established by other cities in the County. He prepared a draft ordinance for discussion and comment. His recommendation was that signs be allowed to be displayed up to 60 days before a scheduled election and removed within 10 after the election (per the California Election Code); they be limited to 4 square feet and that no more than 4 signs be allowed on any 1 parcel. He also recommended that signs not be illuminated, including motion and/or flashing lights. In addition, it was recommended that if a sign is not removed within the adopted time frame, the sign will be removed by City staff at the expense of the political candidate or organization involved.

Community Development Director Caldwell said at this time he is asking for Council comments regarding the proposed ordinance. Those comments will then be passed on to the Planning Commission at their March 28<sup>th</sup> meeting at such time they will be given the opportunity to comment on the proposed ordinance and be asked to make recommendation to the City Council. The draft ordinance will then come back to the Council on April 3<sup>rd</sup> for introduction, followed by adoption on April 17<sup>th</sup>. The ordinance will become effective 30 days after adoption.

Councilmember Thompson referred to Item (b) of the draft ordinance regarding the size of signs being limited to 4 square feet and asked for clarification if the intent is to have signs be 1 by 4 feet in size.

Community Development Director explained the intent is to not have signs be more than 48 inches high but they can be any configuration provided they do not exceed 4 square feet.

Councilmember Wilson referred to Item (d) which states that signs must be freestanding and asked if that means that signs cannot be placed on fences.

Community Development Director Caldwell explained the problem is that if a fence is closer than 6 feet from the curb, the placement of the sign on the fence would be in violation of the ordinance under Item (f). Otherwise, he didn't see it as a problem.

Councilmember Wilson noted there are a lot of fences throughout the City that are built up to the back edge of the sidewalk.

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Community Development Director Caldwell said he had no objection with removing the 6 foot restriction provided it does not impair visibility.

City Manager Henrickson asked the Council to consider the ramifications if signs are allowed on fences stating that you could end up with a line of signs along a right-of-way, which is typically why it is not permitted.

Community Development Director Caldwell suggested the item be forwarded to the Planning Commission for discussion.

Consensus of the Council was that the comments and suggestions be given to the Planning Commission with their recommendation back to the Council on April 3<sup>rd</sup>.

Approve Resolution No. 1147-2012 USDA Authorized Representative Resolution

City Manager Henrickson said in the event Measure X is approved by the voters on June 5<sup>th</sup>, the City must have designated authorized representatives to sign and file the USDA Funding Application on behalf of the City.

Motion was made by Leonard/Wilson to approve *Resolution No, 1147-2012 USDA Authorized Representative Resolution*. Motion carried 5-0.

**REPORTS/STAFF COMMUNICATIONS**

City Manager Henrickson reported on recent meetings and activities and said he was in receipt of an invoice from the League of California Cities in the amount of \$2,300 for annual membership dues and said the Council determined last year that the City was not in the financial position to continue membership and asked for guidance from the Council on how they would like to proceed. The consensus of the Council was to not renew membership at this time.

City Manager Henrickson then stated that he met with the Fire Chief with the idea of exploring the possibility of establishing one-way streets on First, Second and Third Ave. and said the fire department is in support of the idea. With Council concurrence, staff will send out a flyer to local residents and schedule public meetings to discuss the matter further. The consensus of the Council was to move forward with the idea.

Lastly, he stated that in conjunction with Measure X, he prepared an argument in favor of the measure to be placed in the Sample Ballot Booklet and presented a copy to Council for review and comment. He said the Council has the option of deciding who should sign the argument. The consensus of the Council was to have the Mayor sign on behalf of the City Council.

Chief of Police Hill reported on recent activity in the police department and said the Open Gym Basketball Program was gearing up to begin next week and said Andrew Gonzales had volunteered to assist with the program and completed the background check. Also, he said he attended National Incident Management System (NIMS) training and there are a series of compliance classes that staff and Council will be required to take to better understand roles and responsibilities in the event of a disaster.

Community Development Director Caldwell reported on recent activity in the community development department and said he attended a very good training on NEPA (National Environmental Policy Act) in San Francisco and also attended CEQA training a couple of weeks ago that basically had to do with case law. He said on the March 28<sup>th</sup> Planning Commission agenda will be the request from Andy Albin for a zoning reclassification of the parcel located on the corner of Wildwood Ave. and Painter St.; and the proposed ordinance related to election/political signs.

Finance Director Beauchaine reported on recent activity in the finance department and said she attended a CSFMO meeting in Anaheim and heard a good presentation from an economist in regard to the State and U.S. economy and said if Councilmembers were interested she would download the presentation for their review. She also reported that she received a copy of the draft audit and once she completed her MD&A she would be presenting it to the Council; she was working on the USDA and bridge financing applications; working on the 2012-2013 Budget; and announced she had one employee in the finance department who will be retiring on May 25<sup>th</sup> and another going on maternity leave so will more than likely be hiring a temporary employee for the front office.

### **COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Marks asked if staff is still considering implementing a consumption base sewer rate; Finance Director Beauchaine said she had been in contact with Rebecca Crow at GHD and she had been working with AccuFund and will be bringing a proposal to the Council for consideration.

Mayor Woodall asked if the date for the Annual Spring Clean-Up had been scheduled and commented that she noticed some properties that are in need of clean up and asked if those owners could be notified of the date; City Clerk Dunham commented that the Spring Clean-Up was scheduled for Mother's Day weekend.

Mayor Woodall reported that on the next Humboldt Transit Authority (HTA) agenda, there is a recommended action to approve the contract between Attorney Nancy Diamond and HTA for legal services. She expressed concern that no Requests for Proposals (RFP'S) were sent out and that there may be a possible conflict of interest due to her contract for legal services with other agencies.

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Mayor Woodall then reported on her attendance at the last HCAOG meeting and said the Tribes are asking for membership to HCAOG and suggested an item be placed on the next council agenda regarding expanded HCAOG membership.

**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 7:37 p.m. to the April 3, 2012.

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Julie Woodall, Mayor

Attest:

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Karen Dunham, City Clerk

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*675 Wildwood Avenue  
Rio Dell, CA 95562*



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

**FROM:** Ron Henrickson, City Manager

**THROUGH:** Karen Dunham, City Clerk

**DATE:** April 3, 2012

**SUBJECT:** Unmet Transit Needs Public Hearing

#### **RECOMMENDATION**

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

#### **BACKGROUND AND DISCUSSION**

Each spring the Humboldt County Association of Governments (HCOAG), as the Regional Transportation Planning Agency (RTPA) conducts a citizen participation process to assess unmet transit needs within Humboldt County. This annual "unmet transit needs" process helps HCOAG properly apply funds provided by the Transportation Development Act. HCOAG will hold a public hearing for community members to express any unmet needs they have for specific public transit and paratransit service.

In addition to the County unmet transit needs hearing, HCOAG recommends each entity conduct a separate hearing to receive comments specific to their jurisdiction. Any public comments made at the local meeting will be sent to HCOAG and included in the Unmet Needs Report of Findings.

# Bus Rider, Non Bus Rider, & Dial-A-Ride Survey 2012

You can take this survey on-line: [www.hcaog.net](http://www.hcaog.net)

Do you need bus or Dial-A-Ride service that is not available?

The Humboldt County Association of Governments (HCAOG) wants your comments about taking the bus or Dial-a-Ride. If you don't take either, what would need to change in order for you to take public transit? Voice your "unmet transit needs" to help guide how local transportation budgets will be used for 2012-2013.

Name (optional): \_\_\_\_\_

E-mail/phone (optional): \_\_\_\_\_

(CIRCLE) age:            Under 16    16-24        25-54        55-64        65-75        76 +

I live in the town (or area) of: \_\_\_\_\_

I usually travel to (town or area): \_\_\_\_\_

(CIRCLE) I also travel to these areas:

Alderpoint Alton Arcata Bayside Blue Lake Briceland Blocksburg Bridgeville  
Carlotta Cutten Eureka Ferndale/Fernbridge Fieldbrook Fortuna Freshwater  
Garberville Honeydew Hoopa Humboldt Hill Hydesville Loleta Manila  
Miranda McKinleyville Myers Flat Orick Orleans Pepperwood Petrolia  
Phillipsville Redway Rio Dell Samoa Scotia Shelter Cove Table Bluff  
Trinidad Weitchepc Whitethorn Weott Westhaven-Moonstone Willow Creek  
Arcata/Eureka Airport College of the Redwoods HSU Other: \_\_\_\_\_

(Check all that apply):

I am blind or have low vision.

I use a service animal.

I use a cane or walker.

I use a wheelchair.

I use a scooter.

I cannot afford Dial-A-Ride.

Other: \_\_\_\_\_

"I get to places by...

Car/motorcycle.

Riding with others.

Bus.

Dial-A-Ride.

Walking.

Biking.

Other: \_\_\_\_\_

I usually start my travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

I usually end my travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Over

I travel on:  Mondays  Tuesdays  Wednesdays  
 Thursdays  Fridays  Saturdays  Sundays

I travel to:  school  daycare  work  volunteer  
 shop  medical  fun Other: \_\_\_\_\_

I ride (check all that apply):  
 Amtrak and/or Greyhound  Redwood Coast Transit (RCT)  
 Arcata-Mad River Transit (A&MRTS)  Del Norte  
 Blue-Lake Rancheria Transit  HCAR Caravan  
 Dial-A-Ride (HCAR or City Ambulance)  Redwood Transit Service (RTS)  
 Eureka Transit Service (ETS)  Southern Humboldt Local (by RTS)  
 Fortuna Senior Service  Taxi cabs  
 Klamath-Trinity Non-Emergency Transportation (K-T Net) Other: \_\_\_\_\_

I do not ride the bus because: \_\_\_\_\_

I do not ride Dial-A-Ride because: \_\_\_\_\_

I ride the bus because: \_\_\_\_\_

I ride Dial-A-Ride because: \_\_\_\_\_

I would like to change this about the bus: \_\_\_\_\_

I would like to change this about Dial-A-Ride: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Thanks! We appreciate your comments.

Please return your survey to HCAOG by May 20, 2012.

Address: 611 I Street, Suite B, Eureka, CA 95501, Phone: (707) 444-8208

Fax: (707) 444-8319

Scan & email: [info@hcaog.net](mailto:info@hcaog.net)

# Encuesta 2012 de Dial-A-Ride, Pasajero del autobús, y persona que no son pasajeros de autobús

Usted puede tomar esta encuesta en línea: [www.hcaog.net](http://www.hcaog.net)

¿Necesita servicio de autobús o Dial-A-Ride que no está disponible?

La Asociación de Gobiernos de el Condado de Humboldt, (HCAOG) quiere sus opiniones acerca de su uso del autobús o de Dial-a-Ride. Si usted no usa el autobús, ¿qué tendría que cambiar para que usted tome el transporte público? Exprese sus "necesidades que no son satisfechas por el transporté" para ayudar a orientar cómo los presupuestos locales de transporte se utilizará para el 2012-2013.

Nombre (opcional): \_\_\_\_\_  
Correo electrónico/teléfono (opcional): \_\_\_\_\_

(Ponga una rueda) Edad:    menos de 16    16-24    25-54    55-64    65-75    76 +

Yo vivo en la ciudad (o área) de: \_\_\_\_\_  
Normalmente viajo a (la ciudad o zona): \_\_\_\_\_

(Ponga una rueda) También viajo a las siguientes áreas:  
Alderpoint Alton Arcata Bayside Blue Lake BriceLand Blocksburg Bridgeville  
Carlotta Cutten Eureka Ferndale/Fernbridge Fieldbrook Fortuna Freshwater  
Garberville Honeydew Hoopa Humboldt Hill Hydenville Loleta Manila  
Miranda McKinleyville Myers Flat Orick Orleans Pepperwood Petrolia  
Phillipsville Redway Rio Dell Samoa Scotia Shelter Cove Table Bluff  
Trinidad Weitchepc Whitethorn Weott Westhaven-Moonstone Willow Creek  
Aeropuerto de Arcata/Eureka College of the Redwoods HSU Otra: \_\_\_\_\_

(Marque lo que aplique) :	"Llego a los lugares...."
<input type="checkbox"/> Estoy ciego o con poca visión.	<input type="checkbox"/> Carro/motocicleta.
<input type="checkbox"/> Yo uso un animal de servicio.	<input type="checkbox"/> Otras personas me transportan.
<input type="checkbox"/> Uso un bastón o un andador.	<input type="checkbox"/> Autobús.
<input type="checkbox"/> Yo uso una silla de ruedas.	<input type="checkbox"/> Dial-A-Ride.
<input type="checkbox"/> Puedo usar un scooter.	<input type="checkbox"/> Camino.
<input type="checkbox"/> No puedo pagar por Dial-A-Ride.	<input type="checkbox"/> Uso bicicleta.
Otra: _____.	Otro: _____.

Usualmente empiezo mis viajes en:	Por lo general terminan mis viajes en:
(ponga la horas) _____ a.m.	(ponga las horas) _____ a.m.
_____ p.m.	_____ p.m.

Vuélta

Viajo en:  Lunes  Martes  Miercoles  
 Jueves  Viernes  Sabados  Domingos

Viajo a:  escuela  la guarderia  trabajo  voluntario  
 compras  doctores  diversion Otra: \_\_\_\_\_

Para transportarme uso (Marque lo que aplice):

Amtrak y /Greyhound  Redwood Coast Transit (ECA)  
 Arcata-Mad River Transit (A&MRTS)  Del Norte  
 Transito de Blue Lake Rancheria  HCAR Caravana  
 Dial-A-Ride (HCAR o ambulancia)  Redwood Transit Service (RTS)  
 Eureka Transit Service (ETS)  Southern Humboldt Local (RTS)  
 Fortuna Senior Service  Otras maneras \_\_\_\_\_  
 Transporte de Klamath-Trinity no urgente (KT Net)

No viajo en el autobús porque: \_\_\_\_\_  
\_\_\_\_\_

No viajo en Dial-a-Ride porque: \_\_\_\_\_  
\_\_\_\_\_

Yo viajo en el autobús porque: \_\_\_\_\_  
\_\_\_\_\_

Yo viajo en Dial-a-Ride porque: \_\_\_\_\_  
\_\_\_\_\_

Me gustaría cambiar esta situación sobre el autobús: \_\_\_\_\_  
\_\_\_\_\_

Me gustaría cambiar esta situación sobre Dial-a-Ride: \_\_\_\_\_  
\_\_\_\_\_

Comentarios adicionales: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Gracias! Apreciamos sus comentarios.  
Por favor devuelva la encuesta de HCAOG el 20 de Mayo 2012.  
Dirección: 611 I Street, Suite B, Eureka, CA 95501,  
Teléfono: (707) 444 a 8208 Fax: (707) 444-8319  
correo electrónico: [info@hcaog.net](mailto:info@hcaog.net)

# Bus Rider, Non Bus Rider, & Dial-A-Ride Survey 2012

(For Service Providers)

You can take this survey on-line: [www.hcaog.net](http://www.hcaog.net)

Do your clients need bus or Dial-A-Ride services that are not available?

The Humboldt County Association of Governments (HCAOG) wants your comments about taking the bus or Dial-a-Ride. Voice your "unmet transit needs" to help guide how local transportation budgets will be used for 2012-2013.

Agency Name: \_\_\_\_\_

E-mail/phone: \_\_\_\_\_

(CIRCLE)

Clients age group:      Under 16    16-24      25-54      55-64      65-75      76 +

Clients live in the town (or area) of: \_\_\_\_\_

Clients usually travel to (town or area): \_\_\_\_\_

(CIRCLE) Clients also travel to these areas:

Alderpoint Alton Arcata Bayside Blue Lake Briceland Blocksburg Bridgeville  
Carlotta Cutten Eureka Ferndale/Fernbridge Fieldbrook Fortuna Freshwater  
Garberville Honeydew Hoopa Humboldt Hill Hydesville Loleta Manila  
Miranda McKinleyville Myers Flat Orick Orleans Pepperwood Petrolia  
Phillipsville Redway Rio Dell Samoa Scotia Shelter Cove Table Bluff  
Trinidad Weitchepc Whitethorn Weott Westhaven-Moonstone Willow Creek  
Arcata/Eureka Airport College of the Redwoods HSU Other: \_\_\_\_\_

Agency clients (Check all that apply):

Clients who are blind or have low vision.

Clients who use a service animal.

Clients who use a cane or walker.

Clients who use a wheelchair.

Clients who use a scooter.

Clients who cannot afford Dial-A-Ride.

Other: \_\_\_\_\_

"Clients get to places by...

Car/motorcycle.

Riding with others.

Bus.

Dial-A-Ride.

Walking.

Biking.

Other: \_\_\_\_\_

Clients usually start their travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Clients usually end their travel at:

(insert times) \_\_\_\_\_ a.m.

\_\_\_\_\_ p.m.

Over

Clients travel on:  Mondays  Tuesdays  Wednesdays  
 Thursdays  Fridays  Saturdays  Sundays

Clients travel to:  school  daycare  work  volunteer  
 shop  medical  fun Other: \_\_\_\_\_

Clients ride (check all that apply):  
 Amtrak and/or Greyhound  Redwood Coast Transit (RCT)  
 Arcata-Mad River Transit (A&MRTS)  Del Norte  
 Blue-Lake Rancheria Transit  HCAR Caravan  
 Dial-A-Ride (HCAR or City Ambulance)  Redwood Transit Service (RTS)  
 Eureka Transit Service (ETS)  Southern Humboldt Local (by RTS)  
 Fortuna Senior Service  Taxi cabs  
 Klamath-Trinity Non-Emergency Transportation (K-T Net) Other: \_\_\_\_\_

Clients do not ride the bus because: \_\_\_\_\_

Clients do not ride Dial-A-Ride because: \_\_\_\_\_

Clients ride the bus because: \_\_\_\_\_

Clients ride Dial-A-Ride because: \_\_\_\_\_

Clients would like to change this about the bus: \_\_\_\_\_

Clients would like to change this about Dial-A-Ride: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

Thanks! We appreciate your comments.

Please return your survey to HCAOG by May 20, 2012.

Address: 611 I Street, Suite B, Eureka, CA 95501, Phone: (707) 444-8208

Fax: (707) 444-8319

Scan & email: [info@hcaog.net](mailto:info@hcaog.net)

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



To: Honorable Rio Dell City Council  
From: Graham Hill, Chief of Police *GH*  
Through: Ron Henrickson, City Manager  
Date: April 3, 2012  
Subject: Animal Control Fees

**Council Action**

Make any recommendations pursuant to the consensus of the Council and direct staff to bring the suggested fee/penalty structure back before the City Council in the form of a resolution.

**Background**

I have been tasked with updating the animal control ordinance as well as develop current fees association with the ordinance in a separate resolution. Attached are recommended fees/penalties as well as the justification and an explanation of the methodology used for developing those fees and/or penalties.

Pursuant to direction from the City Manager at this point in time I have sought input and recommendations from the Planning Commission in regards to the suggested fee structure. The Commission did not have any recommendations and accepted the structure as recommended.

**Budgetary Impact**

Currently the fees associated with the animal control functions of the city do not cover the costs. The fees as recommended are intended to cover program costs and in some cases penalize individuals who are out of compliance with the ordinance.

**Recommendation**

Take action as recommended above.

Attachments

1. Recommended fees and formula used to determine associated fee
2. Justification and basis for associated fee
3. Fee comparison table

Animal Control Fees/Penalties (Draft)

Average Billable Rate	48.4	ABRPD
Tag cost (per tag)	0.21	CPT
Materials cost - Certificate	0.25	MC
Billable hour - Planning	56	BRP
Billable hour - City Manager	87.5	BRCM
City Clerk	53	BRCC
Care of animal - food (24 hour increments)	0.82	Care Cost

Activity	Formula	Fee
Dog License	1/4 of average billable rate plus the cost of the tag	12.31
Replacement Tag	1/2 of license fee	6.155
Unaltered	1/4 of average billable rate plus the cost of the tag times two	24.62
Kennel License Fee	1/4 of BRP, BRCM, and BRCC, plus 1/2 of ABRPD plus \$0.25 for materials	73.575
Actual Costs	Average billable hourly rate of PD billed at 1/4 hour increments	48.4
Redemption/Impoundment	1 average billable hour at PD rate plus \$.5 in materials	48.65
2nd Redemption/impoundment	one and one-half time the redemption fee	72.6
3rd redmption/impoundment	two times the redemption/impoundment fee	96.8
Redemption/impoundment unaltered male	Redemption fee plus 1/2 of average neuter costs (\$56.25 as of January 2012)	104.9
2nd Redemption/impoundment unaltered male	1.5 times Redemption fee plus 1/2 of average neuter costs (\$56.25 as of January 2012)	157.35
3rd redmption/impoundment unaltered male	2 times redemption fee plus 1/2 of average nueter costs (\$56.25 as of January 2012)	209.8
Redemption/impoundment unlatered female	Redemption fee plus 1/2 of average spay costs (\$65 as of January 2012)	113.65
2nd Redemption/impoundment unaltered female	1.5 times Redemption fee plus 1/2 of average neuter costs (\$65 as of January 2012)	170.475
3rd redemption/impoundment unaltered female	2 times redemption fee plus 1/2 of average nueter costs (\$65 as of January 2012)	227.3
Quarantine fee at Rio Dell facility	Care cost plus 1/2 of average billable hour (PD) rate for each day of quarantine	242.82
Qarantine fee at alternate facility	Actual cost charged by alternate facility plus one average billable hour (PD)	
Qarantine at owners property	minimum of 1/4 of avarage billable PD rate for each day of quatantine	121
Euthanasia Fee	1 billable hour at average of PD rate	48.4

## Justification and Basis for Fees

**Billable Rate:** This is the per hour cost for a specific employee based on a document provided by the Finance Director of the City of Rio Dell. This information is updated annually by the Finance Department.

**Average Billable Rate for the Police Department:** There are five full time employees that work for the police department who are all tasked with processing animal control documents and licensing. Therefore the billable rate of the entire department is averaged and this is the number used to determine the costs associated with a specific activity. The Average Billable Rate (ABR) is applied unless a specific person is responsible for a specific activity and then that specific billable rate applies.

**Tag Cost:** A tag refers to the actual metal tag that is issues when a dog owner licenses their dog. The cost of a each tag is based on the purchase cost of all of the tags purchased for one licensing period and then that amount is divided by the total number of tags purchased.

**Dog License:** The cost associated with licensing a dog is based on 15 minutes at the ABR plus the actual cost of the tag for the city.

**Replacement Dog License:** This is based on the actual cost of the tag and one half of the amount of time it takes to process the original license at the ABR.

**Unaltered vs. Altered:** There is a significant difference between licensing fees, and other fees associated with altered and unaltered dogs. In instances when the City of Rio Dell is required to pick up and/or house a dog, if the dog is unaltered and goes unclaimed the dog is spayed and/or neutered at the facility which accounts for a portion of the associated costs. Dogs that are unaltered and at-large present the obvious problem of placing a greater burden on the community by being allowed to procreate without any hindrances. In instances when the Police Department picks up an unaltered dog the charge is increased as compared to picking up an altered dog. The reason is as stated above and the additional amount is based on one half of the average cost of spaying or neutering a dog (there are different rates depending on weight and whether the dog is male or female) in addition to the established fees for impoundment/redemption. Subsequent fees from the same owner/animal increase accordingly.

**Impoundment/Redemption:** This fee is based on the amount of time it takes to transport, complete paperwork, and any associated materials. The materials are generally paper generated to leave receipts with the animal care facility as well as paperwork retained at the police department.

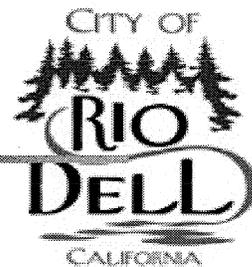
**Actual Costs:** When actual costs are identified in the ordinance this amount is arrived at by multiplying the billable rate of the involved employee(s) by the amount of time spent on the incident. It may also reflect the amount the City of Rio Dell was billed in instances when an outside agency is used to fulfill any tasks described in, or related to the Animal Control Ordinance.

Quarantine fee: This fee depends on how the quarantine is accomplished. If the animal is quarantined at our own facility (should that option ever become available to us), the animal owner will be charged one half hour per day at the ABR plus the Care costs (care costs established separately). The half hour per day accounts for the required inspection/care as well as associated documentation. If a dog is quarantined at an alternate facility not owned by the city (we often receive assistance from the City of Fortuna in this regard), the owner of the dog is charged the amount charged to the City of Rio Dell for the service, as well as two ABRH's for transport and processing of the dog. In cases where the dog is quarantined on the owner's property (as allowable by law) the rates are based on the inspection requirement (which takes 15 minutes for each day of quarantine) at the ABR for the Police Department.

Care fee: This fee is based on the required purchase of food for animals under quarantine. The amount arrived at is based on the purchase of one bag of food per month at a cost of \$25.00 per bag divided by 365 days per year. This amount is approximately \$.82 per day to feed a dog.

Euthanasia Fee: This fee is based on 1 ABRH plus any actual costs associated with the procedure.

Description	Rio Dell Proposed	Eureka	Arcata	Fortuna
Dog License	12	15	15	10
Replacement License	6	5	0.25	0.5
Unaltered Dog License	25	50	50	30
Kennel License	75	50	50	
Actual Costs	48.4			
redemption/Impoundment	50	45	45	50
2nd	75	90	90	100
3rd	95	135	135	150
4th				200
redemption/Impoundment (unaltered male)	105	80	80	85
2nd	160	140	140	135
3rd	210	235	235	185
4th				385
redemption/Impoundment (unaltered female)	115	80	80	85
2nd	170	140	140	135
3rd	225	235	235	185
4th				385
Quarantine fee (Rio Dell)	240	17	17	400
Quarantine fee (alternate facility)				
Quarantine at owners property	120			
Euthanasia fee	50			20
Holding fee (?)				20
Feeding	0.82	14	14	
Pet Surrender Fee	18	53	53	
Litter Surrender Fee		130	130	



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*675 Wildwood Avenue*

*Rio Dell, CA 95562*

*(707) 764-3532*

TO: Honorable Rio Dell City Council  
FROM: Ron Henrickson, City Manager *RH*  
DATE: April 3, 2012  
SUBJECT: Discussion Regarding HCAOG Expanded Membership  
ATTACHMENT: HCAOG Agenda Report - February 2, 2012

**Background:**

Several years ago this same question arose and no action was taken. The question relates to expanding HCAOG membership to include tribal representation and possibly CSD's, such as McKinleyville. Some of the concerns expressed relate to the fact tribes can make political contributions, the lack of transparency (Tribes are not required to follow the Brown Act) and that tribes already receive transportation funding. With respect to CSD's the County maintains the roads and thus already provides representation.

As you will note in the Agenda Report a list of eight questions was set forth.

**Agenda Report – 02/23/12**

**HCAOG BOARD MEMBERSHIP**

On February 7<sup>th</sup>, the HCAOG Board subcommittee, formed at the January 26<sup>th</sup> Board meeting, met to discuss expanding membership of the HCAOG Board. The subcommittee has presented the following timeline for consideration:

**Feb – April:** *Gathering Information through 8 Questions / Sharing and Discussing Information Gathered / Determining if Additional Information is Desired.*

- February Meeting– Timeline proposal and questions in packet
- February Meeting – Discussion of committee’s proposed questions and timeline.
- February Meeting – Approval of Board to accept timeline, questions and steps proposed.
- February & March – HCAOG Board Members discuss questions with their individual City Council, City Manager, City Staff, etc. as needed to answer questions below.
- HCAOG Chair speaks at Tribal Chairman Meeting (March or April) about timeline for HCAOG to make a decision on the request for membership.
- April 5 – deadline to email responses to questions to HCAOG Office.
- April Meeting – Answers from/for all in Board packet.
- April Meeting Agenda Item – Board discussion and decision on which question responses need answered, by whom and in what form?

**May-June:** *Answering Board Member Questions*

- May & June meetings– Questions answered (various formats)

**August:** *Defining the Criteria for Membership*

- July - August Meeting Agenda Item- Formulating HCAOG membership criteria regarding Tribal representation.

**October:** *Decision by HCAOG Board*

- October Meeting Agenda Item -Vote

The subcommittee has developed the following eight questions for discussion and consideration. They have requested that, each Board member discuss these questions with their individual city and county representatives provide answers to these questions by April 5<sup>th</sup> for Board discussion at the April meeting.

1. What are the opportunities you see in bringing Tribal representation to the HCAOG Board of Directors?
2. Which of these do you find to be the most beneficial?
3. What concerns do you have?

4. Which of these do you find to be the most disadvantageous?
5. Do you have additional questions you would like answered before voting on this item?
6. Who do you think you need to hear from in order to answer any questions you may have?
7. What form would you like to receive this information in – written document, public presentation, workshop, 1-page summary, diagrams, etc.?
8. Any additional thoughts you'd like to add?

**Staff Recommended Action:** Review, discuss and assess the timeline and proposed questions. By motion, approve to accept the timeline, questions and steps proposed. Direct staff to send final questions to each member by email with a return response request of April 5<sup>th</sup>.

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



To: Honorable Rio Dell City Council

From: Graham Hill, Chief of Police *GH*

Through: Ron Henrickson, City Manager *RH*

Date: April 3, 2012

Subject: Amendment of existing Joint Use Agreement of School District Property between the School District and the City of Rio Dell

**Council Action**

Receive information and provide staff with direction to either;

1. proceed with working with the School District to amend the existing agreement; or
2. provide staff with an alternate course of action

**Background**

The item that is before you is a request for the City Council to consider the information presented for the purpose of amending an existing Joint Use Agreement between the Rio Dell School District and the City of Rio Dell.

This request stems from an inquiry via the Rio Dell Volunteer Fire Department in regards to the use of property owned by the Rio Dell School District for events associated with Wildwood Days for this coming August. Essentially the annual Wildwood Days events have grown over the last several years and had extended to the property located at the corner of Painter Street and Wildwood Avenue, where previously the logging event and the lawn mower races have been held. This is private property not owned by the city and has a planned development that will prevent events from being held at that location in the future. The area to the north of the baseball field that has been identified as an ideal location for events in the future, including the lawn mower racing event, and possibly additional events associated with Wildwood Days or outside of Wildwood Days.

The city has an existing joint use agreement with the school district for the use of school facilities that are specifically identified in that agreement. Those facilities and property as they currently exist consist of the parking lot off of Davis Street, the tennis courts adjacent to the parking lot, the baseball field to the west of the tennis courts, and the park area between the baseball field and Davis Street.

Wildwood Days special events would fall under community recreational events as identified within the current agreement and would not require amendment. The only items that require amendment would be the map that identifies those areas of District property that apply to the agreement, and a section within the agreement that deals with vehicle traffic. We would recommend that vehicle traffic limited to such traffic that would be necessary to set up for, or to facilitate the operation of a specific event, such as a Wildwood Days event like lawn mower racing or a logging show would be permitted.

The advantage of amending the existing agreement is that it increases the area the community has access to in order to facilitate community recreational activity, and allows us to regulate the activity that takes place there within the terms of the agreement. It also offers both the school and the city the opportunity to take a greater role in the Annual Wildwood Days event and centralizes activities to a more concentrated area where city facilities already exist (the park, the baseball field, and the tennis courts).

Chief Wilson and I met with the School Board to provide initial information of what we were seeking after having first met with the City Manager. The School Board is supportive in concept. One of the concerns of the School Board was the possibility of alcohol consumption being permitted on district property. They were advised the city would not permit alcohol on the property, as is the current practice which is in accordance with local and state law.

### **Budgetary Impact**

The budgetary impact is limited to staff time to prepare the amendment.

### **Recommendation**

Request staff to prepare an amendment, which would include review by the City Attorney and the Schools legal counsel, and bring that amendment before the School Board and City Council for further review and/or approval.

### **Attachments**

1. Existing Joint Use Agreement from 2007
2. Proposed map identifying additional area to be included within the Joint Use Agreement in the form of an amendment.

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

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

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

RECITALS

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

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

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

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

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

1. TERM AND COMMENCEMENT

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

## 2. FACILITIES COVERED

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

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

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

## 3. PERMITTED USES OF FACILITIES

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

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

## 4. SCHEDULING USE OF FACILITIES

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

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

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

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

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

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

## 5. OBLIGATION OF CITY

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

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

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

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

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

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

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

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

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

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

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

## 6. OBLIGATIONS OF DISTRICT

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

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

B. Enforce all CITY rules, regulations, and policies while directing community educational and recreational activities at CITY FACILITIES. The CITY will provide the DISTRICT with rules, regulations, and policies for each CITY FACILITY.

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

D. Notify the CITY when reconfiguring fields or parking lots, at least 30 days prior to doing such.

E. May provide and maintain additional toilet facilities at DISTRICT FACILITIES, if necessary, in conjunction with CITY activities. DISTRICT will approve and locate the type of toilet facilities being portable, mobile, temporary, or fixed. DISTRICT may require user groups to pay for the additional toilet facilities at DISTRICT FACILITIES.

F. Perform normal maintenance on DISTRICT FACILITIES as required under normal working conditions and fair wear and tear.

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

## 7. ADDITIONAL IMPROVEMENTS

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

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

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

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

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

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

## 8. LIABILITIES AND INDEMNIFICATION

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

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

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

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

#### 9. ASSIGNMENTS AND SUBLEASE

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

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

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

#### 10. NOTICES

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

If to CITY:

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

Attention: City Manager

If to DISTRICT:

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

Attention: Superintendent

## 11. TERMINATION

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

## 12. SEVERABILITY AND APPLICABLE LAW

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

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

## 13. AGREEMENT

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

## 14. WAIVER

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

15. BINDING EFFECT

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

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

DISTRICT:

CITY:

Rio Dell School District

City of Rio Dell

By: Sandy O'Donell  
(Insert typed name)  
President, Board of Education

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

Dated: 2-8-07

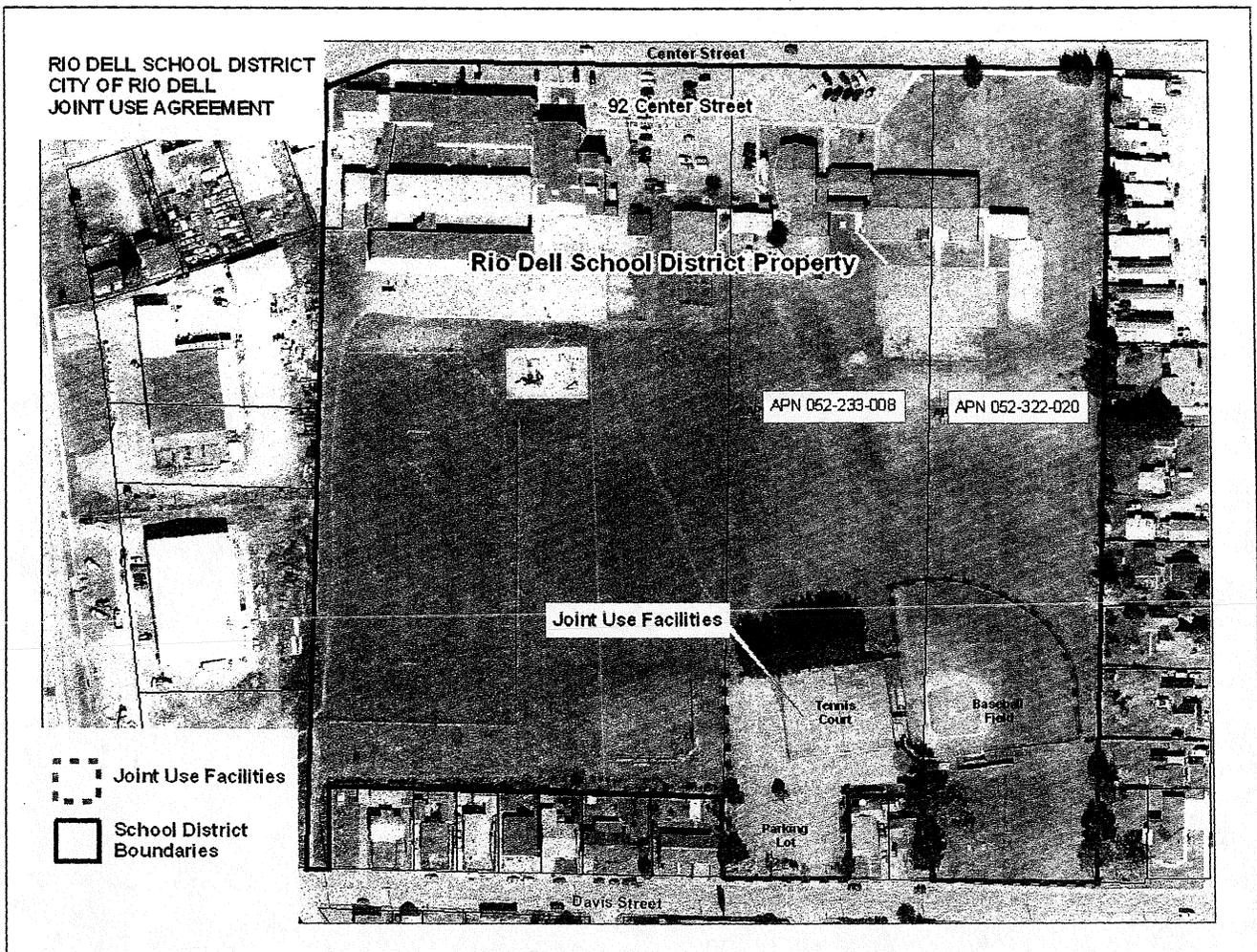
Dated: 1/29/07

**EXHIBIT "A"**

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

**FACILITIES**

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



## EXHIBIT A

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

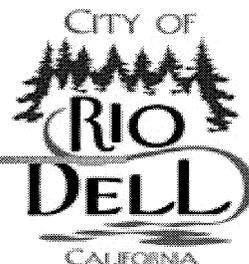
### FACILITIES

The Specified facilities are commonly known as the "Tennis Courts", "Baseball Fields", "Parking Lot" and "Landscaping" located on the southern portion of Rio Dell School District property located at 95 Center Street in Rio Dell and is comprised of Assessor Parcel Numbers 052-322-020 and 052-233-008.



Joint Use Facilities





675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council  
FROM: Ron Henrickson, City Manager, *RHB*  
DATE: April 3, 2012  
SUBJECT: HDR Contract Amendment No.2  
ATTACHMENT: HDR Contract Amendment No.2

**Council Action:**

By motion move to approve HDR Contract Amendment No. 2 for Project Administration services in an amount not to exceed \$317,998 and authorize the City Manager to execute the contract amendment.

**City Manager Recommendation:**

Approve Amendment No. 2.

**Background:**

On December 7, 2010, the Council approved a Contract with HDR for engineering design of the wastewater facility project No.2, and approval of the Notice to Proceed with certain tasks not to exceed \$99,874. The contract included a scope of work for the entire project, however, at the time the City had not arranged financing of the design cost

On January 4, 2011, the Council approved Amendment No.1 for design costs in an amount of \$689,985.

At this time the Council has awarded a contract for construction and it is proposed to amend the HDR contract (Amendment #2) to provide for construction administration services based on time and materials not to exceed \$317,998 payable monthly over the estimated 18 month construction period.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 7, 2010.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 2**

1. *Background Data:*

Effective Date of Owner-Engineer Agreement: December 7, 2010

b. Owner: City of Rio Dell

c. Engineer: HDR Engineering, Inc.

d. Project: Wastewater Treatment Plant Upgrade

2. *Description of Modifications*

- a. Engineer shall perform or furnish the following Additional Services:

Engineer will provide engineering services during construction for the Owner's Wastewater Treatment Plant Upgrade and Disposal Project (Project). The following tasks outline the services that will be provided upon the Owner's request:

**Task 1 - Preconstruction Meeting**

Engineer will attend the preconstruction meeting, along with Owner's staff, construction manager, and the contractor's representatives.

**Task 2 - Submittals**

Engineer will review the contractor's submittals, including shop drawings and operations and maintenance (O&M) manuals, for conformance with the contract documents (approximately 100 submittals are budgeted). Engineer will not be responsible for consultation or other services relating to construction means and methods, construction site safety, or labor compliance (including certified payroll).

### **Task 3 - Construction Meetings and Periodic Site Visits**

Engineer will participate in weekly construction meetings by telephone. Engineer will attend monthly construction meetings, as requested by the Owner. Engineer will visit the construction sites, as requested by the Owner, to assist the Owner in reviewing the acceptability of the work and to assist in resolving field problems. The budget for this task is based on up to 12 visits.

### **Task 4 - Contract Clarifications**

Engineer will answer questions and provide written interpretations of the requirements of the contract documents, and evaluate the acceptability of substitute materials and equipment. The budget for this task includes up to 60 clarifications and responses to requests for information (RFIs).

### **Task 5 - Contract Change Orders and Potential Changes**

Engineer will review contract change orders and potential changes prepared by the Owner, and review and make recommendations on contractor's price proposals. Engineer will prepare independent estimates as required. The budget for this task includes up to 25 potential change items and five change orders.

### **Task 6 - Startup and Testing**

Engineer will coordinate with Owner, contractor, and equipment supplier during facility startup and demonstration period of the biological treatment facility. Engineer will help address operational and performance problems identified during startup.

### **Task 7 - Final Site Visit**

Engineer will conduct final site visit to review final work and prepare punch list.

### **Task 8 - O&M Manual**

A final overall O&M manual will be prepared for the new wastewater treatment plant (excluding Aeromod biological treatment process) using the information prepared for the predesign report and construction documents, as supported by and referencing the information provided by the contractor at the close of construction and startup. The O&M manual will be a complete document with a process schematic, information on the operation of the facility, including operation of each piece of equipment, programming and normal facility setpoints, equipment specifications, general troubleshooting procedures, and a listing of service and support vendors. One PDF copy of the draft O&M manual will be submitted to the Owner for review and approval prior to preparing the final copies for binding. Three bound copies and one PDF copy of the final O&M manual will be provided to the Owner.

### **Task 9 - Record Drawings**

Engineer will prepare record drawings after receipt of field markups from the Owner.

**Task 10 - Project Management**

Engineer will provide project management for the duration of the project, which includes preparation of monthly invoices.

- b. The Scope of Services for additional services does not include the following:
  - i. Labor compliance, including certified payroll.
  - ii. Construction management, including daily monitoring and onsite inspections.
  - iii. Materials testing.
- c. For Additional Services or the modifications to services set forth above, Owner shall pay Engineer on a time and materials basis, in accordance with the rate schedule attached. In addition, remaining funds from the original contract may be used for these additional services or modifications, as approved by the City.
- d. The schedule for rendering services is modified as follows:

Construction phase services will be provided during an 18-month period, starting on the contractor notice to proceed date.
- e. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

Payments to Engineer for Services and Reimbursable Expenses shall be made on a time and materials basis in accordance with the attached rate schedule.

3. *Agreement Summary (Reference Only)*

a. Original Agreement amount:	\$99,842
b. Net change for prior amendments:	\$690,017
c. This amendment amount:	\$317,998
d. Adjusted Agreement amount:	\$1,107,857

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

By: **Ron Henrickson**

By: **William F. Ettlich**

Title: **City Manager**

Title: **Senior Vice President**

Date  
Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Table 1 - Estimated Work Effort and Cost**

City of Rio Dell

Wastewater Treatment Plant Upgrade and Disposal Project - Construction Engineering Services

Task No.	Task Description	Sr. Project Manager	Project Engineer	Architect	Structural Engineer	Sr. Electrical Engineer	Operations	CADD Tech	Project Controller	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
1	Preconstruction Meeting	8								2	10	\$2,321	\$ 232	\$ 2,553
2	Submittals (up to 100)	40	136	8	40	38		20		80	362	\$53,799	\$ 2,690	\$ 56,489
3	Monthly Construction Meetings and Periodic Site Visits (up to 12)	200			16	24				20	260	\$64,186	\$ 6,479	\$ 70,665
4	Contract Clarifications (up to 60)	30	80		20	38		40		60	268	\$40,700	\$ 2,035	\$ 42,735
5	Contract Change Orders (up to 5) and Potential Changes (up to 25)	38	59		20	38				20	175	\$31,847	\$ 1,592	\$ 33,440
6	Startup and Testing, and Project Closeout	16	16			16	16			8	72	\$14,007	\$ 1,401	\$ 15,408
7	Final Site Visit	8				8					16	\$4,124	\$ 412	\$ 4,537
8	O&M Manual	8	70			20	50	40		40	228	\$34,197	\$ 1,710	\$ 35,907
9	Record Drawings	10	40		8	8		140			206	\$30,315	\$ 3,032	\$ 33,347
10	Project Management	48	20						40	16	124	\$21,880	\$ 1,039	\$ 22,919
<b>COLUMN TOTALS</b>		<b>406</b>	<b>421</b>	<b>8</b>	<b>104</b>	<b>190</b>	<b>66</b>	<b>240</b>	<b>40</b>	<b>246</b>	<b>1,721</b>	<b>\$297,376</b>	<b>\$20,622</b>	<b>\$317,998</b>

4/2

HDR ENGINEERING, INC.  
STANDARD RATE SCHEDULE  
January to December 2012

City of Rio Dell  
*Wastewater Treatment Plant Upgrade*

Architect II	\$160
Architect I	\$154
CADD Manager	\$158
CADD Designer	\$144
CAD Technician VI	\$136
CAD Technician V	\$134
CAD Technician IV	\$125
CAD Technician III	\$120
CAD Technician II	\$115
CAD Technician I	\$108
Clerical II	\$70
Clerical I	\$58
Cost Estimator II	\$221
Cost Estimator I	\$130
Drafter III	\$92
Drafter II	\$90
Drafter I	\$88
Electrical Engineer IV	\$240
Electrical Engineer III	\$215
Electrical Engineer II	\$173
Electrical Engineer I	\$154
Engineer Intern	\$63
Environmental Specialist	\$190
Geotechnical Engineer II	\$193
Geotechnical Engineer I	\$101
Mechanical Engineer III	\$189
Mechanical Engineer II	\$161
Mechanical Engineer I	\$132
Planner	\$196

Project Controller III	\$138
Project Controller III	\$124
Project Controller I	\$118
Project Coordinator IV	\$92
Project Coordinator III	\$82
Project Coordinator II	\$80
Project Coordinator I	\$69
Process Engineer	\$173
Project Engineer VII	\$159
Project Engineer VI	\$156
Project Engineer V	\$139
Project Engineer IV	\$138
Project Engineer III	\$131
Project Engineer II	\$130
Project Engineer I	\$128
Project Manager	\$270
Staff Engineer VI	\$119
Staff Engineer V	\$114
Staff Engineer IV	\$108
Staff Engineer III	\$105
Staff Engineer II	\$99
Staff Engineer I	\$78
Structural Engineer II	\$221
Structural Engineer I	\$149
Technical Specialist II	\$283
Technical Specialist I	\$232
Transportation Engineer III	\$267
Transportation Engineer II	\$225
Transportation Engineer I	\$158

*Please Note: Rates include current overhead rate plus profit and are adjusted annually.*

**EXPENSES**

**In-House Expenses**

Technology Charge per Direct Labor Hour	\$3.70
Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Color Copy (per copy)	\$0.75 to \$1.50
Photocopies (per copy)	\$0.10 to \$0.20
Bond Plotting - Black & White (per square foot)	\$0.135
Bond Plotting - Color (per square foot)	\$0.50
Vellum - Black & White (per square foot)	\$0.50
Mylar - Black & White (per square foot)	\$0.90

*Please Note: Technology charges include computer, CADD, network, software, and other related technology services. Expenses and subconsultants are charged with a five percent markup.*



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

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager *WH*

DATE: April 3, 2012

SUBJECT: Wastewater Project #2 Agreement for Construction Management and Inspection Services

ATTACHMENTS: Contract for Construction Management and Inspection Services, Hirtzer Inspection Services

**Council Action:**

By motion move to approve the Contract for Construction Management and Inspection Services with Hirtzer Inspection Services in an amount not to exceed \$324,000 and authorize the City Manager to execute the contract.

**City Manager Recommendation:**

Approve the Contract for Construction Management and Inspection Services with Hirtzer Inspection Services.

**Background:**

In anticipation of awarding a construction contract for the Wastewater Project #2 the City solicited proposals for Construction Management/Inspection in March 2011. Unfortunately, due to many reasons the award of the construction contract was delayed.

The City received three responses: LACO Associates, SHN and Hirtzer Inspection Services. Both LACO Associates and SHN have performed work for the City in the past and both firms are capable. The city also explored utilizing HDR and GHD in a construction management/inspections role. However, after review it is

recommended that the City enter into an agreement with Hirtzer Inspection Services.

The purpose of employing a construction manager is to provide onsite oversight of the project every hour of every day work is performed. The construction manager works exclusively for the City and solely represents the interests of the City. In this instance the construction manager will also be performing certain inspections. The individual will function as a team with the construction administrator (HDR) , the testing firm (LACO Associates) and City project staff Stephanie Beauchaine – Finance Director, and Rick Chicora – Wastewater Superintendent, as well as the City Manager.

**Financial Impact:**

The cost of construction management and testing services is a project cost to be funded by a loan through the State Revolving Fund.

## CONTRACT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES

This Contract is entered into on April 3, 2012, by and between the **City of Rio Dell**, Rio Dell, California, a municipal corporation, hereinafter called **City** and **Kurt Hirtzer Inspection Services**, hereinafter called **Contractor**.

PROJECT: City of Rio Dell Wastewater Treatment Plant Upgrade and Disposal Project, hereinafter Project.

Contractor desires to provide construction management and inspection services to City of Rio Dell and certifies that he possesses the following qualifications:

- Division of the State Architect certification as a Certified Class 1 inspector per the requirements of the California Division of the State Architect.
- Experience inspecting previous construction projects with construction values over \$10,000,000.
- Has more than ten (10) years experience in construction work of a type similar to that for which he is proposed as Inspector; has a thorough knowledge of building materials; and is able to read and interpret plans and specifications.

City of Rio Dell desires to have construction management and inspection services for the project provided by Contractor. Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES: Contractor will provide all duties as described in the Project Request for Proposal, including construction management and inspection of the Project. Inspections will be in accordance with the requirements of California Title 24, California Building Codes and all other applicable rules, statutes, and regulations.
2. PERFORMANCE OF SERVICES. Contractor shall act in the best interest of City in performing their duties. Contractor will provide onsite services at all times the general contractor is performing work on the Project. It is understood that typically work onsite shall encompass forty (40) per week from the hours of 7 AM to 3:30 PM and Saturdays as needed. In the event that said work shall require two inspectors onsite Contractor will provide for said inspections as part of their services. The Contractor will perform all onsite construction inspection services and documentation as enumerated in the Project Request for Proposals. The Contractor will be required to coordinate project documentation and questions with the Project Engineer, and the General Contractor. The Contractor will provide a Daily Report and Weekly report to the City of Rio Dell. In addition the Contractor shall do the following:
  - a) Prepare and maintain at the job site a "clean" set of as-built plans and specifications incorporating any changes approved by change orders.

- b) Coordinate material testing as required by the State, the Project Engineer or the City of Rio Dell for laboratory testing.
- c) Notify the City of Rio Dell testing laboratory when special inspections and material testing will be required.
- d) Attend pre-construction conferences, periodic job meetings, and any other special meetings as may be required by the City.
- e) Represent the City of Rio Dell including direct communication with the City Project staff and/or City Manager.
- f) Maintain a log of all inspections and a daily progress report. Semi-monthly reports to be submitted to the City of Rio Dell and the Project Engineer.
- g) Review with Project Engineer the percentages of work completion as set forth in the contractor's payment applications for each pay period.
- h) Provide photo records as determined to be necessary by the Contractor and/or City and Project Engineer.

The scope of work is further enumerated on Exhibit A, attached and made part of this agreement.

- 3. **CONTRACTOR PERSONNEL.** It is understood by Contractor and City that primary day to day onsite services will be performed by Richard McGowan. In the event that Mr. McGowan is not able to perform services required under this Contract, the Contractor shall immediately notify City in writing. Contractor may propose alternative personnel subject to approval of City or the City elect to terminate the Contract.
- 4. **PAYMENT.** The City will pay for services provided by the Contractor a monthly rate of \$18,000 for 18 months with the total fee not to exceed \$324,000 for all services rendered including insurance costs, subject to provisions under Article 5. The Contractor shall invoice the City of Rio Dell monthly for services provided.
- 5. **TERM.** Performance under this Contract shall commence on the date that the City of Rio Dell notifies Contractor to commence performance and shall terminate on the date the City of Rio Dell accepts the contractor's completion of all items on the "punch list" necessary or required by the City of Rio Dell to accept the project as completed, unless this Contract is terminated at an earlier date as set forth in Article 6 below.

It is anticipated that the project will be completed in 18 months. In the event that construction extends beyond 18 months and Contractor's term extends beyond 18 months, the Contractor and City shall mutually agree on Contractor remuneration which shall be documented in a written amendment to this Contract.

In the event that construction is completed in less than 18 months and Contractor has not reached a term of 18 months and further services of the Contractor are not required by City, City may elect to immediately terminate Contractor upon payment of 15% of the difference between \$324,000 and the total compensation due Contractor on the date of termination, thus reducing the total amount of compensation.

6. **TERMINATION.** If Contractor fails to perform their duties to the satisfaction of the City of Rio Dell, or if Contractor fails to fulfill in a timely and professional manner his obligations under this contract, or if Contractor violates any of the terms or provisions of this contract, then the City of Rio Dell shall have the right to terminate this agreement effective immediately upon the City of Rio Dell giving written notice thereof to the Contractor.

Either party may terminate this agreement on thirty (30) days written notice without cause. City of Rio Dell shall pay Contractor for all work satisfactorily completed as of the date of notice.

City may terminate the Contract per Article 5 for early Project completion.

City may terminate this contract immediately upon oral notice should funding cease or be materially decreased, or upon instigation of a lawsuit which has the effect of halting construction of the Project.

7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to City of Rio Dell, and not an employee of the City of Rio Dell. City of Rio Dell will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.
8. **INJURIES.** Contractor acknowledges it is the Contractor's obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor expressly waives any rights to recovery from the City of Rio Dell for any injuries that Contractor may sustain while performing services under this Contract.
9. **INSURANCE.** Contractor shall maintain General Liability and Professional Liability insurance policies in force throughout the term of this contract in the amount of \$1,000,000 combined single limit each occurrence and annual aggregate for each policy. City of Rio Dell shall receive 30 days written notice of any cancellation or modification of these required policies.

10. INDEMNIFICATION. The Contractor shall defend, indemnify, protect and hold harmless the City of Rio Dell, its board members, employees, agents, assigns, Project Engineer and attorneys (the RELEASED PARTIES) from any and all claims, expenses, judgments, demands, losses, liability, or injury including reasonable costs and attorneys fees arising out of or relating to any act or omission of the Contractor, or his or her agents or assigns. The provisions of this paragraph shall extend to all claims, demands, liabilities, expenses, judgments, losses, or injury including reasonable costs and attorney fees occurring after completion of the project as well as during the progress of the project.
11. ASSIGNMENT. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City of Rio Dell. Any attempted assignment of this contract is void and of no force or effect.
12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, return receipt requested, postage prepaid, addressed as follows:

City of Rio Dell:  
City of Rio Dell  
C/o City Manager  
675 Wildwood Avenue  
Rio Dell, CA 95562

Contractor:  
Kurt Hirtzer  
348 Foothill Drive  
Healdsburg, CA 95448

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

13. ENTIRE CONTRACT. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other contract whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.
14. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.
15. SEVERABILITY. If any provision of this Contract shall be held to be invalid or

unenforceable for any reasons, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

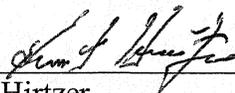
16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
17. APPLICABLE LAW. The laws of the State of California shall govern this Contract.

**CITY:**

By \_\_\_\_\_  
Ron Henrickson, City Manager

Date: \_\_\_\_\_

**CONTRACTOR:**

By  \_\_\_\_\_  
Kurt Hirtzer,  
Kurt Hirtzer Inspection Services

Date: 3/30/12

## CONSTRUCTION MANAGEMENT SCOPE OF WORK

### TASK 1 - PRE-CONSTRUCTION ACTIVITIES

- Document pre-construction conditions using digital photographs and video.
- Prepare agenda for pre-construction conference and distribute to all parties.
- Conduct pre-construction meeting with the contractor, geotechnical engineer, design engineer's project manager, and the Owner's project manager, and prepare and distribute meeting minutes to all parties.
- Establish coordination and communication procedures.
- Establish procedures for receiving, logging, and transmitting submittals, requests for information (RFIs), and requests for clarifications (RFCs).
- Setup project file, including an automated project documentation and file tracking system capable of recording, logging, storing, and retrieving information pertaining to all technical, financial, and administrative aspects of the project, including: shop drawings, RFIs, change orders, correspondence, progress payments, monthly cash flow projections, and other construction documents.
- Setup project trailer provided by the contractor, which will include a copier/scanner, microwave, and refrigerator. It is assumed that the contractor will provide a desk, chair, file cabinet, drafting table, working internet connection, bathroom, portable sewer connection or service, and working phone service for the project trailer.

### TASK 2 - CONSTRUCTION ACTIVITIES

- Act as liaison among the contractor, geotechnical engineer, design engineer, and the Owner to maintain wastewater operations during construction, scheduling of tie-ins, and shutdowns.
- Verify contractor has obtained all necessary permits prior to commencing work.
- Advise the Owner on items involving responsibilities of the contractor to comply with permits, regulations, and other statute requirements.
- Implement procedures for an effective system of cost control to track change orders, extra work requests, claims, trends, progress payments, etc. On a monthly basis, submit a brief report comparing actual cost against budget.
- Implement the automated project documentation and file tracking system, which will track RFIs, change orders, submittals, field memoranda and design clarifications, field orders, monthly cash flow projections, progress payments, and other miscellaneous contractor correspondence related to these items.

- Conduct weekly coordination and progress meetings with the contractor, geotechnical engineer, and Owner staff. Progress meetings shall include project status, new and outstanding issues, actions to be taken, schedule updates, and status of all logs, including submittals, RFIs, and change orders.
- Prepare and distribute all agendas and minutes to any necessary meetings. Hard copies or electronic copies distributed to attendees and interested parties.
- Prepare a checklist for items to be inspected, and coordinate with the contractor schedules for all aspects on construction.
- Provide on-site observation of construction activities. It is assumed that a full-time resident engineer/inspector will be on site for 18 months.
- Monitor contractor compliance to the Mitigated Monitoring and Reporting Program (MMRP) required by the project Environmental Impact Report (EIR). Per Specification Section 01560, the contractor, in its operations and execution of the work, shall be responsible to comply with the requirements of the MMRP, and shall assume the responsibility for any non-compliance violations.
- Coordinate and track results of the activities of testing laboratories, surveyors, and special inspectors as needed.
- Provide continual review of plans and specifications to verify work-in-place is of good quality and meets the requirements of the contract documents. The review will emphasize on potential improving constructability, reducing costs, eliminating ambiguities, and improving clarity. Immediately report any contract performance that deviates materially from approved plans, specifications, designs, or potential interference with plant operations.
- Verify that materials and equipment delivered and stored are in accordance with the contract documents.
- Provide digital pictorial logbook of construction activities, progress, and areas of concern or interest. The photo log will be compiled on compact discs (CDs) and will identify the location of each photo, date, and place taken. The log will be continually maintained in chronological order within a three ring binder and digitally in JPG format (on CDs).
- Provide daily observation and documentation of all project related construction activities to check the quality and quantity of the work performed by all trades, and help guard the Owner against defects and deficiencies in the work of the contractors. Maintain thorough daily reports. As necessary, verify workmanship, quality, construction means, methods, techniques, and sequences to evaluate the contractor's compliance with the intent of the construction documents, and recommend necessary remedial action to the Owner and contractor. The contractor is responsible for construction quality, means, and methods, and providing products and services that meet the contract requirements.
- Coordinate all RFIs and clarifications.
- Issue prompt written clarifications and interpretations of the contract documents in response to requests by the contractor.

- Review those submittals that are appropriate. Submittals requiring review by the design engineer shall be logged and transmitted for formal review.
- Track age of submittals and ensure timely processing per contract requirements.
- Track each submittal “age” to assure timely processing of submittals. Submittals will be tracked by number, Construction Specification Institute (CSI) section, action taken, date received, and date returned to the contractor.
- Review and compare the detailed list of submittals prepared by the contractor with contract specifications for both materials and equipment.
- Transmit and track submittals, and provide a summary of submittal status at each construction meeting.
- Quantify problems caused by unforeseen site conditions. In conjunction with the contractor, analyze and seek solution to the problem in the field. “No cost” solutions to field issues will be documented. Solutions with an associated cost will be handled as a potential change order and negotiated with the contractor.
- Prepare change orders, including findings of fact, record of negotiation, and fair cost estimate. All change orders will be reviewed for entitlement and merit to ensure that the work in question is not part of the contract work. Any time extension will also be documented in a change order.
- Receive and evaluate all notices of potential claims, and make recommendations to the Owner.
- Document information related to manpower, equipment, and time for extra work or force account work.
- Promptly respond and transmit clearly written RFIs and/or clarifications, change orders, handle filing and routing of communications among the contractor, design engineer, and Owner project manager, as needed.
- Provide accurate measure of completed work.
- Prepare and recommend progress payments. Payment applications will include original contract amount, previous payments, retention, change orders approved, current amount due, and amount remaining in contract.
- Review contractor’s initial and monthly construction schedules for completeness in regards to specific milestones, float, sequencing, and critical path. Request updates, as appropriate, and track delays or accelerations based on actual contractor operations.
- Develop punch list items and follow-up with corrective measures.
- Assist the Owner in the enforcement of warranties.
- Maintain separate set as-builts.
- Monthly, confirm that as built drawings are maintained.

### TASK 3 - POST-CONSTRUCTION ACTIVITIES

- Coordinate and schedule final inspection with Owner representatives.
- Coordinate walkthrough at substantial completion with the Owner's representative and design engineer's representative to compile punch list.
- Verify completion of punch list items.
- Conduct post-construction meeting with the contractor, geotechnical engineer, and Owner staff after all work is completed, including punch lists.
- Coordinate, participate, and document startup and testing of all project systems with the design engineer, Owner, and contractor. Submit to Owner all completed and approved testing from contractor.
- Prepare and distribute Partial Utilization and Substantial Completion Certificates documents for facilities completed and/or placed in service.
- Prepare notice of substantial/final completion. Notify surety (Owner will issue).
- After the contractor receives a Tentative Certificate of Substantial Completion, conduct and coordinate final inspection, prepare punch list items, and manage follow-up of corrective measures.
- Prepare recommendation for final acceptance of the project, manage the completion of deficient work by the contractor, and verify certifications of materials installed.
- Confirm that the contractor has completed and finalized the as-built drawings and documentation that shall be provided to the design engineer at project completion.
- Review as-builts (record drawings) with contractor for accuracy and completeness.
- Verify that the lien releases have been submitted and are on file with the Owner.
- Prepare and recommend final payment, which will include review status of stop notices, mechanic liens, and other claims against the project.
- Prepare a final construction report summarizing major events and milestones for the project. The report will identify problems experienced during the project, and how these problems can be avoided in future projects; as well as a summary of the nature and cause of all change orders, and pitfalls to be avoided in future projects. The report will be submitted in both hardcopy and digital PDF format.
- Transmit all construction documentation to the Owner, which includes a CD copy of the project management data files and description of files to the Owner upon project completion.
- Once all work is complete, deliver a statement indicating that to the best of our knowledge and belief, after diligent investigation, including satisfaction of other obligations under the

agreement, the project has been completed in accordance with the construction contract documents and recommends acceptance.

---

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



For Meeting of: April 3, 2012

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Ron Henrickson, City Manager  
Date: March 29, 2012  
Subject: Election/Political Sign Regulations

---

**Recommendation:**

That the City Council:

1. Receive staff's report, including the Planning Commission's recommendations, regarding amending the City's existing sign regulations to address Election/Political signs;
2. Open the public hearing, receive public input and deliberate;
3. Introduce Ordinance No, 289-2012 amending Section 17.30.260 of the Rio Dell Municipal Code (RDMC) by establishing Election/Political sign regulations.
4. Continue consideration of the proposed ordinance to your meeting of April 20, 2012 for the second reading and adoption.
5. Direct staff to post the Pre-Adoption Ordinance Summary 10 days prior to the scheduled adoption of the Ordinance.

**Background and Discussion**

At your meeting of March 20, 2012, staff presented some background information and draft language regarding potential election/political sign regulations. For the most part your Council supported the draft language. There was some discussion regarding staff's recommendation about the placement of signs within six (6) feet of an existing curb. There may have been some confusion regarding recommended six (6) feet. When discussed, the six foot reference was from the property line and not the curb. Below is a copy of the draft language:

(f) Signs may not be placed within a public right of way, nor within 25 feet of an intersection and no closer than 6 feet from the curb. Where no curb exists, signs shall be at least 10 feet from the edge of the pavement;

The six foot provision was intended so as not to interfere on pedestrian and bicycle traffic in front of the parcel. This issue was also discussed at the Planning Commission's meeting of March 28, 2012. The Commission expressed concerns regarding the recommended setbacks and the effect on placing signs on fences and buildings, which they support, that are built on the property line.

Basically, those properties with fences on property lines or buildings built on property lines which front on roads with 5 foot sidewalks or less would be precluded from placing signs on their fences or buildings. As the Council is aware, the placement of signs on fences and buildings was also discussed at your meeting of March 20, 2012.

Staff agreed and supports the Commission's recommendation to reduce the recommended setback from 6 feet to 3 feet from the curb and from 10 feet to five feet from the edge of existing pavement. In addition, the Commission is recommending that the preclusion of signs within 25 feet of intersection be expanded to 30 feet, which is consistent with the required visibility triangle for fences.

Another issue discussed, related to the recommended six foot setback from the curb, was the placement of signs on fences. The recommended language does state that the signs must be "freestanding". This would not allow the placement of signs on fences or on buildings themselves. It was pointed out that a number of properties in town do have fences in front the houses. One issue discussed, was the possibility of the signs creating an attractive nuisance should a number of adjacent properties with fences posted the maximum number of signs. Staff is recommending that no more than four signs be allowed to be posted on any one parcel. Of course this provision is also up for discussion and recommendation to the Council

### **Procedures for Zoning Ordinance Amendments**

Pursuant to Section 17.30.010 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 17.30.010(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 17.30.010(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 Amendment Required Findings:**

**1. The proposed amendment is in the public interest.**

The establishment of election sign regulations is in the public interest in that it would establish consistent standards regarding the timing, location, size, lighting and removal of election signs. Currently residents can erect signs that are not limited to size, to location, that are illuminated and/or flashing and are not regulated regarding the placement and removal of the signs prior to and after the election.

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

One of the primary purposes of the General Plan is to facilitate planned, orderly development and to promote the public health, safety and welfare. The proposed regulations will ensure that elections signs will not detrimentally affect surrounding properties or neighborhoods. There are no specific goals, policies or discussions regarding the regulation of election/political signs. Therefore, staff believes the proposed amendment is consistent with the General Plan.

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

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

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

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

### **Financial Impact**

The City is responsible for the costs associated with the proposed amendment. The cost is insignificant and will not result in additional budget expenditures or revisions.

### **Alternatives**

The City Council may choose to not implement the recommendations of the Planning Commission. Staff believes the Planning Commission's recommendations are appropriate and supports their recommendation.

### **Attachments:**

1. Existing and Proposed Sign Regulations
2. Draft Ordinance No. 289-2012 amending sign regulations, Section 17.30.260 of the Rio Dell Municipal Code.



## RIO DELL MUNICIPAL CODE

### 17.30.260 Signs and nameplates.

(1) On-Site Signs. Nameplates (which shall be limited to a statement of the name, address and occupational designation of the occupant) and signs shall be permitted in conformity with the following regulations:

(a) One nameplate, not illuminated, appurtenant to any permitted use, not exceeding two square feet shall be permitted in urban residential, suburban residential or suburban zones, and not exceeding four square feet shall be permitted in all other zones.

(b) One sign, not illuminated, to advertise the sale of property on which it is displayed and not exceeding six square feet shall be permitted in any zone; not exceeding 15 square feet shall be permitted in any CC, NC, or TC zone.

(c) Signs, not illuminated and not exceeding 100 square feet in aggregate, to advertise the sale of lots in the subdivision in which they are displayed shall be permitted with a use permit in any zone.

(d) Signs, not illuminated, appurtenant to any permitted use, not over 75 square feet in the aggregate and divided into not more than three single or double signs shall be permitted with a use permit in any zone except urban residential, suburban residential, or suburban zones.

(e) Signs, appurtenant to any permitted use and not to exceed three square feet per front foot of the site on which it is displayed; provided, that any site shall be permitted at least 50 square feet, but in no case more than 300 square feet, and divided into not more than six single- or double-faced signs, shall be permitted in any CC zone.

(f) Traffic or other municipal signs, legal notices, railroad crossing signs, public telephone signs, signs placed by a public utility showing the location of underground facilities, danger and such temporary, emergency or non-advertising signs as may be approved by the City Council shall be permitted in all districts without the necessity of obtaining a use permit.

(g) No permit for any sign shall be issued and no sign shall be constructed or maintained which does not comply with all provisions of this title or which has less horizontal or vertical clearance from communications lines and energized electrical power lines than that prescribed by the laws of the State of California or rules and regulations duly promulgated by agencies thereof.

(2) Off-Site Signs. No sign advertising a commercial good, product or service which is located on a different lot or parcel of land from which the commercial advertiser's place of business is located shall be permitted, except with a use permit. Limited temporary off-site signs providing location and other information relating to local events and activities shall be permitted if installed with the permission of the property owner. [Ord. 252 § 6.18, 2004.]

(3) Election Campaign Signs. Temporary campaign signs relating to federal, state, county, city, school district, special district, or other governmental agency elections are permitted in all zones subject to the following regulations:

(a) Signs may be displayed up to 60 days before a scheduled election and must be removed within 10 days after the election;

(b) Signs shall be limited to 4 square feet and 48 inches in height. No more than 4 signs shall be allowed on any one parcel;

(c) No sign may be placed on private property without the consent of the property owner.

(d) Signs may be freestanding or attached to existing buildings or fences. However they are not permitted on street signs, trees, shrubs, bus stops, power poles, utility cabinets or other public appurtenances;

(e) Signs may not be placed within 15 feet of any fire hydrant, street sign or traffic signal, or interfere with, confuse, obstruct or mislead traffic;

(f) Signs may not be placed within a public right of way, nor within 30 feet of an intersection and no closer than 3 feet from the curb. Where no curb exists, signs shall be at least 5 feet from the edge of the pavement;

(g) Homeowners are allowed to place political signs in the windows of their property;

(h) Signs may not be illuminated, including motion and/or flashing lights, but may be placed where existing lighting may permit them to be seen at night.

**ORDINANCE NO. 289 - 2012**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING SIGN REGULATIONS,  
SECTION 17.30.260 OF THE RIO DELL MUNICIPAL CODE:**

**THE CITY COUNCIL OF THE CITY OF RIO DELL DOES ORDAIN AS FOLLOWS:**

**WHEREAS** the City's sign regulations, Section 17.30.260 of the Rio Dell Municipal Code do not contain provisions regarding the placement of political or election signs; and

**WHEREAS** the City is annually contacted by the public regarding the placement of political or election signs; and

**WHEREAS** many jurisdictions have regulations controlling the placement of political and election signs; and

**WHEREAS** staff is recommending that the City adopt regulations regarding political and election signs; 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 17.30.010 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 deemed to be in the public interest; 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 a comprehensive view of the General Plan and any implementation programs that may be affected; and

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

**WHEREAS** the City has determined that the establishment of sign regulation regarding the placement of political and election signs is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

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

**ATTACHMENT 2**

**Section 1. Blue, underlined text is the new regulations.**

**17.30.260 Signs and nameplates.**

(1) On-Site Signs. Nameplates (which shall be limited to a statement of the name, address and occupational designation of the occupant) and signs shall be permitted in conformity with the following regulations:

(a) One nameplate, not illuminated, appurtenant to any permitted use, not exceeding two square feet shall be permitted in urban residential, suburban residential, or suburban zones, and not exceeding four square feet shall be permitted in all other zones.

(b) One sign, not illuminated, to advertise the sale of property on which it is displayed and not exceeding six square feet shall be permitted in any zone; not exceeding 15 square feet shall be permitted in any CC, NC, or TC zone.

(c) Signs, not illuminated and not exceeding 100 square feet in aggregate, to advertise the sale of lots in the subdivision in which they are displayed shall be permitted with a use permit in any zone.

(d) Signs, not illuminated, appurtenant to any permitted use, not over 75 square feet in the aggregate and divided into not more than three single or double signs shall be permitted with a use permit in any zone except urban residential, suburban residential, or suburban zones.

(e) Signs, appurtenant to any permitted use and not to exceed three square feet per front foot of the site on which it is displayed; provided, that any site shall be permitted at least 50 square feet, but in no case more than 300 square feet, and divided into not more than six single- or double-faced signs, shall be permitted in any CC zone.

(f) Traffic or other municipal signs, legal notices, railroad crossing signs, public telephone signs, signs placed by a public utility showing the location of underground facilities, danger and such temporary, emergency or non-advertising signs as may be approved by the City Council shall be permitted in all districts without the necessity of obtaining a use permit.

(g) No permit for any sign shall be issued and no sign shall be constructed or maintained which does not comply with all provisions of this title or which has less horizontal or vertical clearance from communications lines and energized electrical power lines than that prescribed by the laws of the State of California or rules and regulations duly promulgated by agencies thereof.

(2) Off-Site Signs. No sign advertising a commercial good, product or service which is located on a different lot or parcel of land from which the commercial advertiser's place of business is located shall be permitted, except with a use permit. Limited temporary off-site signs providing location and other information relating to local events and activities shall be permitted if installed with the permission of the property owner. [Ord. 252 § 6.18, 2004.]

(3) Election Campaign Signs. Temporary campaign signs relating to federal, state, county, city, school district, special district, or other governmental agency elections are permitted in all zones subject to the following regulations:

(a) Signs may be displayed up to 60 days before a scheduled election and must be removed within 10 days after the election;

(b) Signs shall be limited to 4 square feet and 48 inches in height. No more than 4 signs shall be allowed on any one parcel;

(c) No sign may be placed on private property without the consent of the property owner.

(d) Signs may be freestanding or attached to existing buildings or fences. However they are not permitted on street signs, trees, shrubs, bus stops, power poles, utility cabinets or other public appurtenances;

(e) Signs may not be placed within 15 feet of any fire hydrant, street sign or traffic signal, or interfere with, confuse, obstruct or mislead traffic;

(f) Signs may not be placed within a public right of way, nor within 30 feet of an intersection and no closer than 3 feet from the curb. Where no curb exists, signs shall be at least 5 feet from the edge of the pavement;

(g) Homeowners are allowed to place political signs in the windows of their property;

(h) Signs may not be illuminated, including motion and/or flashing lights, but may be placed where existing lighting may permit them to be seen at night.

## **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 April 3, 2012 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 17<sup>th</sup> day of April 2012 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Julie Woodall, Mayor

ATTEST:

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

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675 Wildwood Avenue  
Rio Dell, CA 95562



TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director *SB*

DATE: April 1, 2012

SUBJECT: Resolution 1148-2012 Approving Mid-Year Budget Amendments

**RECOMMENDATION**

Approve Resolution 1148-2012 Mid-Year Budget Amendments

**BUDGETARY IMPACT**

None

**BACKGROUND AND DISCUSSION**

A Mid-Year Budget review for the 2011-2012 Fiscal-Year was presented to the City Council on March 20<sup>th</sup>. Included was a revenue amendment proposal that included: \$19,903 in additional general fund revenues, \$1,422 additional street fund revenues, \$37,910 additional sewer fund revenues, \$6,184.58 in additional special revenue funds, and \$33,171 in additional water funds, derived from an unanticipated SCORE JPA dividend of \$92,406, as well as an unanticipated HWMA Grant of \$6,184.58.

We are proposing that the City's Revenue Budget be amended, and increased by \$98,591 in total.

**City of Rio Dell  
Mid Year Budget Amendment  
by Fund Group  
Period Ending 12/31/2011**

<b>Revenue Amendment</b>	<b>General Fund</b>	<b>Streets Funds</b>	<b>Sewer Funds</b>	<b>Special Revenue Funds</b>	<b>Water Fund</b>	<b>Total</b>
SCORE JPA Dividends	\$ 19,903.00	\$ 1,422.00	\$ 37,910.00		\$ 33,171.00	\$ 92,406.00
Humboldt Waste Management Authority Grant				\$ 6,184.58		\$ 6,184.58
<b>Total</b>	<b>\$ 19,903.00</b>	<b>\$ 1,422.00</b>	<b>\$ 37,910.00</b>	<b>\$ 6,184.58</b>	<b>\$ 33,171.00</b>	<b>\$ 98,590.58</b>
<b>Expenditure Amendment</b>						
None at this time						
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Mid Year Adjustment</b>	<b>\$ 19,903.00</b>	<b>\$ 1,422.00</b>	<b>\$ 37,910.00</b>	<b>\$ 6,184.58</b>	<b>\$ 33,171.00</b>	<b>\$ 98,590.58</b>

**RESOLUTION NO. 1148-2012  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIO DELL  
AMENDING RESOLUTION NO. 1113-2011  
ADOPTING THE OPERATING BUDGET  
FOR THE FISCAL-YEAR 2011-2012**

**WHEREAS**, the City adopted Resolution 1148-2012 establishing the City’s Operating and Capital Budget for the Fiscal-Year 2011-2012; and

**WHEREAS**, the City has completed its’ mid-year budget review and identified additional unforeseen funding that should be included to update the current year budget; and

**NOW THEREFORE BE IT RESOLVED**, that the City of Rio Dell City Council does hereby amend the City of Rio Dell 2011-2012 Operating Budget increasing revenues in the amount of \$98,590.85 as follows:

<u>Fund</u>	<u>Operations Revenue Amendment FY 2011-2012</u>
0 General Fund	19,903
20 Gas Tax	1,422
27 Solid Waste	6,185
50 Sewer	37,910
60 Water	33,171
<b>Total</b>	<b>98,591</b>

**PASSED AND ADOPTED** by the City of Rio Dell on this 1<sup>st</sup> day of April 2012, by the following roll call vote:

Ayes:  
Noes:           None  
Abstain:       None  
Absent:         None

\_\_\_\_\_  
Julie Woodall, Mayor

ATTEST:

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

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675 Wildwood Avenue  
Rio Dell, CA 95562



TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director *SB*

DATE: April 1, 2012

SUBJECT: Resolution 1149-2012 Approving Submittal of Application to RCAC for bridge financing on the Wastewater Treatment and Disposal Project

**RECOMMENDATION**

Approve Resolution 1149-2012 Authorizing the City to borrow funds for bridge financing on the Wastewater Treatment and Disposal Project.

**BUDGETARY IMPACT**

None

**BACKGROUND AND DISCUSSION**

The City has been approved for a \$13.8 million funding agreement with the State Water Resources Control Board (SWRCB) for the Sewer Treatment and Disposal Project.

The average turn around for reimbursement requests with the State is approximately 30 – 60 days, which requires the City to secure bridge financing to supplement the City’s cash flow, and prevent any delays in issuing payments to the contractor.

We are estimating an average payment request of \$700k per month from the contractor. With a 30 – 60 day processing time by the State, we are requesting approval from RCAC for a \$1.4 million revolving line of credit. In the event the City is in need of additional funding we will request an increase at that time. Currently, we are proposing the most conservative loan possible to reduce the City’s origination fees and interest.

**Resolution 1149-2012**  
**Approving Submittal of Application to**  
**Rural Community Assistance Corporation (RCAC) for Bridge Financing for the**  
**Wastewater Treatment and Disposal Project**

**WHEREAS,** The City Council of the City of Rio Dell, hereby authorizes the submission of a loan application, the incurring of an indebtedness, the execution of a loan agreement and any amendments thereto, a promissory note and any other documents necessary to secure a loan from Rural Community Assistance Corporation; and

**WHEREAS,** The City of Rio Dell (hereinafter referred to as “City”) is a municipal entity established under the laws of the State of California and empowered to own property, borrow money and give security for loans; and

**WHEREAS,** Rural Community Assistance Corporation (hereinafter referred to as “RCAC”) is authorized to make loans for housing, environmental infrastructure and community facilities for low-income people.

**WHEREAS,** The City wishes to obtain from RCAC bridge financing on for the development of Sewer Infrastructure (hereinafter referred to as “Project”) on the property located at: Hilltop Drive, Rio Dell, and South Metropolitan, Humboldt County, California.

**NOW, THEREFORE BE IT RESOLVED,** as follows:

1. The City shall submit to RCAC an application for a loan for the Project to be developed in the County of Humboldt in the State of California.
2. If the loan is approved, the City is hereby authorized to incur indebtedness in an amount not to exceed the amount approved by RCAC and to enter into a loan agreement with RCAC for the purposes set forth in the loan application and approved by RCAC. It also may give a promissory note and execute security and other instruments required by RCAC to evidence and secure the indebtedness.
3. The City is further authorized to request amendments, including increases in the loan amount up to amounts approved by RCAC, and to execute any and all documents required by RCAC to evidence and secure these amendments.
4. The City authorizes the City Manager or Finance Director to execute in the name of the City, the loan application and the loan agreement, promissory note, and security and other instruments required by RCAC to make and secure the loan and any amendments thereto.
5. The City authorizes City Manager or Finance Director to execute in the name of the City, any and all documentation required by RCAC for the disbursement of funds during the term of the loan.

**I HEREBY CERTIFY** that the foregoing Resolution was duly introduced, passed and adopted at a regular meeting of the City Council of Rio Dell, held on the 1<sup>st</sup> day of April, 2012 by the following vote:

**AYES:**  
**NOES:**       **None**  
**ABSENT:**   **None**  
**ABSTAIN:**  **None**

\_\_\_\_\_  
Julie Woodall, Mayor

Attest:

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

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



To: Honorable Rio Dell City Council  
From: Graham Hill, Chief of Police *GH*  
Through: Ron Henrickson, City Manager *RH*  
Date: April 3, 2012  
Subject: Animal Control Ordinance – 1<sup>st</sup> Reading

**Council Action**

Conduct first 1<sup>st</sup> reading by title only of the Animal Care and Control Ordinance, Rio Dell City Ordinance No. 287-2012.

**Background**

The Animal Control Ordinance has been revised based on workshops with both the Planning Commission and the City Council and is ready for the first reading.

**Budgetary Impact**

There is no direct budgetary impact in regards to the ordinance; however the associated resolution that defines the fees and penalties which will be coming before you in the near future will have an impact on cost recovery.

**Recommendation**

Take Action as recommended.

**Ordinance No. 287-2012**  
**ANIMAL CARE AND CONTROL ORDINANCE: AN ORDINANCE REGULATING ANIMAL OWNERSHIP,**  
**LICENSING, ENFORCEMENT, AND PROCESS**  
**Animal Care and Control Ordinance**

## **Article 1- Purpose**

The purpose of this ordinance is to preserve the health and safety of persons and animals with the City of Rio Dell, and additionally;

1. To provide for the regulation of the licensing of dogs and kennels;
2. To prevent the running at large of dogs within the City limits of the City of Rio Dell;
3. To establish certain standards, rules, regulations, fees, penalties, and procedures as authorized by law.
4. Provide for pet population control

## **Article 2 – Jurisdiction**

The provision of this ordinance shall apply to the incorporated territory of the City of Rio Dell.

## **Article 3 – Definitions**

### **Chief Animal Control Officer**

The “Chief Animal Control Officer” shall mean the Chief of Police.

### **Dog**

“Dog” shall mean any domesticated animal of the canine family, excluding domesticated Coyotes, Foxes, Dingoes, Wolves, or other wild species of the same, as well as hybrids thereof, which are defined separately.

### **Kennel**

“Kennel” shall mean any enclosure, premises, building, structure, lot or area, except where reasonably necessary to support an agricultural use (i.e., contain herding dogs), where four (4) or more dogs or other small domesticated animals, which are not sick or injured and are ten (10) weeks in age or older are boarded for compensation, cared for, trained for compensation, kept for sale, or bred for sale, or four (4) or more dogs or other small domesticated animals that are ten (10) weeks or age or older which are kept and maintained as pets, “rescue animals”, or for any other non-commercial purpose.

### **Owner**

“Owner” shall mean a person who possesses, has title to, or an interest in, harbors, or has control, custody, or possession of an animal and the verb forms of “to own” shall include all these shades of meaning.

### **Person**

“Person” shall mean any person, firm, company, corporation, partnership, or association.

**Vaccination**

“Vaccination” shall mean the inoculation of a dog with canine anti-rabies vaccine approved by and in the manner prescribed by the Department of Public Health of the State of California, and/or additional vaccinations as required by law.

**Veterinarian**

“Veterinarian” shall mean a person licensed by the State of California to practice veterinary medicine.

**At Large**

“At large” shall mean an animal that is off the property of the owner and not under restraint.

**Habitually to make loud noise**

“Habitually to make loud noise” shall mean a dog or other animal with the exception of a domesticated cat, that barks, bays, cries, howls, or makes any noise for an extended period of time to the disturbance of any person at any time of day or night, regardless of whether the dog is physically situated in or upon private property. Such extended period of time shall consist of continuous barking for 15 minutes or more, or intermittent barking for 30 minutes or more during any 24-hour period. A dog shall not be deemed a “barking dog” for purposes of this Article if, at any time the dog is barking, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated, or when the dog is being teased or provoked.

**Vicious Dog**

A Vicious Dog shall mean any of the following:

1. Any dog owned or harbored for the purpose of dog fighting; or
2. Any dog seized under Section 599aa of the California Penal Code and upon sustaining of a conviction of the owner or keeper under Subdivision (a) of Section 597.5 of the California Penal Code.
3. Any dog which, when unprovoked, in an aggressive manner inflicts severe injury or kills a human being.
4. Any dog previously determined to be a potentially dangerous dog which, after its owner or keeper has been notified of this determination continues the behavior described in the definition contained in this ordinance of a “potentially dangerous dog” , or is maintained in violation of this chapter.

**Potentially Dangerous Dog**

A potentially dangerous dog shall mean any of the following:

1. Any dog which, when unprovoked, on two separate occasions within the prior 36 month period, engages in any behavior that requires a defensive action by any person to prevent bodily injury when the person and the dog are off the property of the owner or keeper of the dog.
2. Any dog which, when unprovoked, bites a person causing less severe injury than as defined within the definition of a “vicious dog”.
3. Any dog which, when unprovoked, on two separate occasions within the prior 36 month period, has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking a domestic animal off the property of the owner or keeper of the dog.

**Public Nuisance Dog**

A Public Nuisance Dog shall mean any dog which gives offense to human senses or substantially interferes with the rights of persons, other than its owner or keeper, to the enjoyment of life or property. The term shall include, but not be limited to, any dog which:

1. On three(3) separate occasions within a thirty six (36) month period has been cited, or impounded for being off its owners or keepers property in violation of this ordinance or any other applicable law;
2. Causes damage to the property of anyone other than its owner or keeper.
3. Harasses or intimidates persons on public property or private property other than that owned or under control of its owner or keeper.
4. Repeatedly chases vehicles that are not on its owners property
5. Makes disturbing noises such as barking, howling, whining, or other utterances to the annoyance, disturbance, or discomfort of neighbors or others in the vicinity of the property where the dog is maintained.
6. Has been allowed by its owner or keeper to produce odors which annoy, disturb or cause discomfort to persons in the vicinity of the property of where the dog is maintained.
7. Is one of a number of dogs or other animals maintained on the property owned or controlled by its owner or keeper so as to be offensive to persons or dangerous to the public health, safety or welfare.
8. Has, when unprovoked, bitten any person who is lawfully on the owner's or keeper's property causing minor injury.

**Severe Injury**

Severe injury means any physical injury to a human being that results in muscle tares, broken bones, or disfiguring lacerations or requires multiple sutures or corrective cosmetic surgery.

**Enclosed**

Enclosure means a fence or structure suitable to prevent the entry of young children, and which is suitable to confine a vicious dog in conjunction with other measures which may be taken by the owner or keeper, such as tethering the dog within the enclosure. The enclosure shall be securely locked and have secure sides, top, and bottom sufficient to prevent the animal from escaping.

**Owner or Keepers Property**

For purposes of defining potentially dangerous, vicious and public nuisance dogs, the owner or keeper's property includes that property over which the owner or keeper has the exclusive possession and use.

**Hearing Entity/Officer**

For the purposes of this ordinance the hearing entity or officer shall be the Chief of Police or his/her designee.

**Article 4 – Administration**

**Chief of Police**

The Chief of Police is responsible for Animal Control Services as provided by the Ordinance, and shall oversee all Animal Control activities, including;

1. Supervise and direct Animal Control Officers in the performance of their duties;
2. Administer the dog licensing and kennel licensing provisions of this Ordinance;
3. Collect, or facilitate the collection of all fees associated with Animal Control and turn those fees over to the Rio Dell Finance Department;

4. Administer and enforce all provisions of this ordinance;
5. Take up and impound all animals found to be in violation of the provisions of this ordinance;
6. To cooperate with the County Health Officer in the administration and enforcement of the rabid and dangerous animal provisions of this ordinance;
7. To facilitate the removal and disposal of the carcass of any dog found in or on any street, alley, or other public place, except State Highways;
8. To keep and maintain records in accordance with State Law and policy.

#### **Establishment of a public pound**

1. A public pound is authorized and may be established and shall be located at such place in the City of Rio Dell as shall be fixed from time to time by the Rio Dell City Council. The public pound, or any authorized branches thereof, shall provide suitable buildings and enclosures to adequately keep and safely hold all dogs, cats or other animals subject to be impounded by the provisions of this ordinance.
2. The City Council, at their discretion, may enter into a contract with a qualified facility to carry out the duties of housing, care, feeding, redemption, and other associated activities as defined therein.

#### **Animal Control Officer**

Police Officers are designated as Animal Control Officers and will carry out functions of the Animal Control Ordinance at the direction of the Chief of Police. Other members of the Police Department may be assigned Animal Control duties.

Upon approval of the City Council the Police Department may employ an individual for the sole purpose of enforcing the Animal Control Ordinance in the capacity of Animal Control Officer.

#### **Authority to Carry Firearms**

The Chief of Police may authorize Animal Control Officers to carry a firearm when acting in the course and scope of their employment pursuant to the provisions of California Penal Code § 26025(b).

#### **Pursuit on Private Property**

Animal Control Officers, when in pursuit of an animal at large, shall have the authority to enter private property to apprehend such animals.

#### **Fees and Penalties**

The Animal Control Division shall charge, receive and collect fees and penalties for the performance of services in the amounts, at the times, and in the manner specified herein or by resolution of the City of Rio Dell City Council.

### **Article 5 – Prohibitions**

#### **Animals running at large**

No owner shall permit his animal, wild or domestic, except a domestic cat, to run at large within the City Limits of Rio Dell.

Whenever the Chief Animal Control Officer or other authorized personnel thereof take up, assume control over, herd, or otherwise respond to a situation involving any animal which is at large, and which is not impounded pursuant to this ordinance, the owner or other person responsible for the care or restraint of such animal shall pay, and be charged and liable for a fee not to exceed the actual costs

incurred by the City of Rio Dell in taking up, assuming control over, herding, or otherwise responding to the at large animal.

**Dogs on leashes**

It shall be unlawful for any person to suffer or permit any dog owner, harbored, or controlled by him/her to be on any public street, alley, lane, park, or place of whatever nature open to and used by the public in the incorporated areas of the City unless such dog is securely leashed and the leash is held continuously in the hand of a responsible person capable of controlling such dog, unless the dog is securely confined in a vehicle.

**Trespassing**

No owner shall permit his/her animal, except a domestic cat, to trespass on any property, public or private, without the consent of the owner of the property.

**Property Damage**

No person shall knowingly permit their animal, including a domestic cat, to damage the private property of another person, or public property.

**Noise**

No owner shall permit his animal, except a domestic cat, habitually to make loud noise or act in such a manner as to constitute a public nuisance.

**Female dogs in heat**

No owner of any unspayed female dog shall permit such dog to stray or run at large in the City Limits of Rio Dell while such female dog is in the copulating season.

**Proper care**

No owner or person in charge of an animal shall permit such animal to go without proper food, water, care, shelter, or attention.

**Unlicensed dogs**

No owner shall have a dog required to be licensed within the City of Rio Dell unless such dog has been licensed pursuant to the provisions of this ordinance.

**Tags and collars**

No owner shall fail, neglect, or refuse to attach, by means of a collar, harness, or other device, any tag issued pursuant to this ordinance to the licensed dog, nor shall any owner fail, neglect, or refuse to keep such tag attached to such dog at all times while the license is in force.

**Replacement of tags**

No owner shall fail to apply for a new license within ten (10) days after the date of the loss of the license tag.

**Improper tags**

No person shall permit to be attached or kept upon any dog any license tag provided for by this ordinance except for a tag issued for that dog pursuant to this ordinance, nor shall any owner permit to be attached to or kept in his possession, any counterfeit or imitation of any tag provided for by this ordinance.

**Removal of tags**

No person without authorization from the owner shall remove from any dog any collar, harness, or other device to which a current license tag is attached; nor shall any such person remove a current license tag from any such collar, harness, or other device.

**Unlicensed kennels**

No owner shall maintain, conduct, or operate, or cause to be maintained or operated; any unlicensed dog kennel.

**Kennel standards**

No person shall fail, neglect, or refuse to maintain a kennel:

1. So as to prevent dogs contained therein from running at large;
2. So the location of the kennel does not violate the zoning ordinance;
3. So the kennel does not violate building codes or sanitary laws;
4. So the kennel premises are maintained in a clean and sanitary condition;
5. So the dogs therein are not subject to cruelty, suffering, or abuse;
6. So the kennel does not constitute a public nuisance;
7. So the keeping and maintenance of the kennel will not be detrimental to the peace, health, or safety of persons in the immediate vicinity;
8. Without possessing evidence that each dog in the kennel has been vaccinated in accordance with the provisions of this ordinance.

**Kennels after license revocation**

No person shall operate or maintain a kennel within one year after the revocation of a kennel license.

**Taking dogs from kennels**

No person shall take a dog off the premises of a kennel except under control of a leash; nor shall any owner of a kennel or his agent or employee run or take dogs off the premises of a kennel or permit dogs to be run or be taken there from except as provided in this chapter.

**Vaccinations**

No owner shall have a dog within the City limits of Rio Dell unless such dog has been vaccinated against rabies pursuant to the provisions of this ordinance.

**Reports**

Any person having knowledge of an animal of the categories that constitute an animal that is or may be rabid as defined in this ordinance, shall notify the Chief of Police or his/her designee or agent immediately.

**Isolation or Quarantine**

No person shall violate any of the conditions of isolation or quarantine prescribed by the Chief Animal Control Officer, his or her agent, or the County Health Officer.

**Epidemic regulations**

No person shall violate any rules or regulations promulgated pursuant to the provisions of this ordinance based upon a determination or declaration of a rabies epidemic or unusually dangerous health situation.

### **Interference with enforcement**

No person shall interfere with, oppose, or resist the Chief Animal Control Officer or his or her agents, under the provisions of this chapter, to take up and impound animals while such officer or agent thereof is engaged in the performance of any act authorized by the provisions of this ordinance.

### **Fecal matter**

No owner shall permit his dog to deposit fecal matter on property, other than his or her own, unless such owner shall cause the fecal matter to be removed immediately and properly disposed of.

### **Limitations**

It is unlawful for any person or persons to own, harbor or maintain at any parcel, more than three dogs or cats four months of age or older, except as provided for within this ordinance.

(Planning Commission Recommended three dogs and five cats)

### **Violations: misdemeanors, infractions**

1. The following ordinance violations shall constitute a misdemeanor:
  - a. Unauthorized removal of tags/license
  - b. Maintaining an unlicensed kennel
  - c. Maintaining substandard kennel(s)
  - d. Operating a kennel with a revoked kennel license
  - e. Not adhering to vaccination requirements
  - f. Violations of epidemic regulations
  - g. Interference with the enforcement of this ordinance
  - h. Any violations of this code relating to vicious or potentially dangerous dogs
2. All other violations shall constitute an infraction.

### **Separate offenses**

Every person violating any provision of this ordinance shall be deemed guilty of a separate offense for each calendar day, during which such violation continues and shall be punishable therefore as provided.

### **Promises to appear**

1. Notices to Appear: If any person is arrested for any such violation, and such person is not immediately taken before a magistrate, the arresting officer, pursuant to the provisions of Section 853.6 of the California Penal Code, shall prepare, in duplicate, a written notice to appear in court. Such written notice shall contain the name and address of such person and the offense charged and shall set forth the time when and the place where such person shall appear in court. The time set in the notice to appear shall be at least twenty-one (21) days after such arrest. The place set forth in the notice to appear shall be the court of the magistrate before whom the person would be taken if the requirement of taking an arrested person before a magistrate were complied with, or shall be an officer authorized by such court to receive a deposit of bail.

## **Article 6 - Licenses: General**

### **Effect of licenses**

The issuance of any license or permit to keep an animal as provided for in this chapter shall be prima facie evidence that the owner has satisfied the basic licensing requirements pursuant to the provisions of this ordinance, but such issuance shall be given no evidentiary weight to indicate that the owner has conformed to zoning regulations, building regulations, health and safety regulations, or to any other applicable rule, regulation, or statute unless, pursuant to the issuance, official written approval has been given by the office or agency responsible for the administration of the rule, regulation, or statute in question. If such approval has been given, it shall be deemed prima facie evidence that the matter approved is in conformance with the rule, regulation, or statute in question.

### **Exemptions from licensing**

The licensing regulations of this chapter shall not be applicable to the following owners who use animals for diagnostic purposes or research, the use having been approved by the Board of Public Health of the State of California pursuant to the provisions of section 1666 of the California Health and Safety Code; owners who use animals for teaching purposes in recognized educational institutions; owners of establishments which treat or board animals and which are owned and operated by veterinarians licensed by the State of California; and owners of pet shops, circuses, animal exhibits, and other enterprises maintaining animals which have been granted business licenses, or event licenses by the City of Rio Dell.

## **Article 7 - Licenses: Dogs**

### **Dog licenses**

Every owner of a dog required to be licensed shall procure an animal license for such dog in accordance with the procedure set forth in this ordinance.

### **Dogs required to be licensed**

A dog required to be licensed shall be a dog that:

1. Is over the age of four (4) months; and
2. Is not in a licensed kennel; and
3. Has not been in a licensed kennel within forty-eight (48) hours; and
4. Has been in the city limits of the City of Rio Dell for ten (10) days.

### **Time of applications, durations of licenses, renewal notices**

1. Applications for dog licenses shall be made on or before the first day the dog is required to be licensed pursuant to this ordinance. Before any dog is released to a new owner, a completed application form, together with the license fee, shall be submitted by such person.
2. A license which is initially issued in accordance with this article shall be valid from June 1<sup>st</sup> of the year issued to July 31<sup>st</sup> of the following year. The Rio Dell Police Department will make every effort to notify, via mail, the owners of previously licensed dogs, thirty days prior to expiration that license fees are due.

### **Preparation of forms and tags**

The Chief of Police is hereby authorized and directed to have prepared suitable application forms for dog licenses as provided in this article and license tags to be issued to the owners of dogs.

### **License applications**

The license application shall bear the name (if any), age, sex, color, breed, previous rabies vaccination date, and subsequent revaccination date of the dog for which the license is applied.

**Fee**

The amount of the annual dog license fee shall be set by resolution of the City Council of the City of Rio Dell, provided, however if a certificate is presented from a licensed veterinarian that the dog has been either spayed or neutered, or if the veterinarian has on file an affidavit stating that the animal has been spayed or neutered and that examination by the veterinarian discloses no evidence to the contrary, the fee shall be one-half (1/2) the regular set fee.

**Penalties**

1. The owner of any dog required to be licensed who fails to procure and pay for such license as required by this ordinance shall pay, in addition to the established license fee, a penalty as established by the City Council of the City of Rio Dell.
2. The owner of any dog required to be licensed pursuant to this ordinance for the year immediately preceding the year in which an application for a dog license is filed who failed to obtain a license for such dog for such year shall pay, in addition to any other license fee or penalty, a penalty set by resolution by the City Council of the City of Rio Dell.

**Exceptions from penalties**

1. The penalty provided for in this ordinance for failing to license a dog shall not apply to the owner of a dog required to be licensed which has not been subject to the licensing requirement for more than thirty (30) days; or in the case of a dog that had not been licensed during the preceding year, the penalty shall not apply if the dog had not been subject to the licensing requirement for thirty (30) days the immediately preceding year.

**Seeing Eye dogs**

1. No fee or penalty shall be collected or received for any dog license issued for a Seeing Eye dog owned by a blind or partially blind person.
2. If a person presents written verification from Guide Dogs for the Blind, Inc., that they are raising a Seeing Eye puppy and will deliver it to Guide Dogs for the Blind Inc., when it is approximately one year old, no fee or penalty shall be collected or received for any dog licensed issued for a Seeing Eye puppy.

**Law Enforcement Dogs**

If a dog is owned and used exclusively for law enforcement purposes by a public safety agency, no fee or penalty shall be collected or received.

**Issuance: Filing**

A license shall be issued after the submission of a completed application form, a license fee, and a rabies vaccination certificate issued pursuant to the provisions of this ordinance, establishing the dog in question has been vaccinated in accordance with the requirements of the State Department of Health. The license shall be issued to the owner, or the owner's agent, at the time of application, provided the application is complete and meets the requirements as set forth in this ordinance.

**License tags**

License tags shall be metallic, shall be numbered serially, and shall have a stamp thereon bearing the name of the City of Rio Dell.

### **Lost tags**

As often as any license is lost, the owner, within ten (10) days thereafter, shall procure another tag for which such owner shall pay a fee set by resolution by the City Council of the City of Rio Dell.

## **Article 8 – Licenses: Kennel**

### **Kennel License**

Every person owning or controlling a kennel shall procure an annual kennel license on or before June 1<sup>st</sup> of each year in accordance with the procedure set forth in this ordinance, which a kennel license shall be a license for all dogs kept therein. A kennel license is in addition to the requirement of a business license (if applicable).

### **Preparation of forms and certificates**

The Chief of Police is hereby authorized and directed to have prepared suitable application forms for kennel licenses and kennel license certificates as provided in this ordinance.

### **Contents of application forms**

The application for a kennel license shall set forth the name and address of the applicant, the location, including the address, of the kennel, a description of the facility for housing the dogs, and the number and description of the dogs kept in the kennel.

### **Fees**

The kennel license fee shall be set by resolution by the City Council of the City of Rio Dell.

### **Penalties**

1. The owner of any kennel who fails to procure and pay for such license until after June 1<sup>st</sup> of any year, or fails to procure a license at the time they begin to operate as a kennel, shall pay the applicable license fee, and in addition, if the fee is not paid by June 10<sup>th</sup>, or within ten days of operating as a kennel, then the owner shall pay a fine as set forth by the City Council of the City of Rio Dell.
2. The determination of when a kennel started operating as such shall be based on the preponderance of the evidence available.

### **Investigations**

Upon the receipt of an application and license fee and penalties, if any, the Chief of Police, or his designee, shall send copies of the application to the City Manager, the Planning Department, the Public Works Department, and the Building Department, and those entities shall determine if the proposed kennel would be within conformity to zoning/planning codes/policy, building codes, business license provisions, and sanitation laws and/or regulations.

### **Action on applications**

After receipt of reports in relation to other departments, or as deemed appropriate and reasonable, the Chief of Police shall act on the application as follows:

1. The Chief of Police shall approve the application if he/she finds that the kennel is maintained in accordance with each of the conditions as set forth by this ordinance.

2. He/she may approve the application with conditions set to meet reasonable concerns that are identified during the process of reviewing the application. Under such circumstances that an application is approved conditionally it shall be reviewed and endorsed by the City Manager in addition to the Chief of Police.
3. He/she shall deny the application if he/she does not make the findings that the kennel, or proposed kennel does not conform to the conditions set forth in this ordinance or other applicable ordinance, rule, or statute. In the event an application is denied the Chief of Police shall provide the reason for the denial in writing to the applicant within fourteen (14) days of the application being denied.

#### **Endorsement and filing**

The license application and issued license certificate shall be endorsed by the Chief of Police, and the application and a copy of the certificate shall be maintained in a file at the Rio Dell Police Department.

#### **License certificates**

The issuance of a kennel license shall be evidenced by the issuance of a kennel license certificate in a form determined by the Chief of police. Kennel license certificates shall bear the name of the City of Rio Dell, the date the certificate was issued, the date the certificate will expire, and shall be numbered serially.

#### **Notices**

The Chief of Police or his/her designee may notify kennel owners of record that a current kennel license is due and a fee is payable.

#### **Suspension of kennel license**

The Chief of Police may make an order suspending any kennel license issued pursuant to the provisions of this ordinance upon a finding that there exists any fact which would have been a ground for refusal to issue a kennel license, or if there has been a violation of the provisions of this ordinance, or a violation of conditions imposed in any kennel license, or if the owner of the kennel, or any agent or employee employed therein, has been convicted of a violation of the provisions of Section 597 of the California Penal Code.

#### **Suspension of kennel license: Notices**

The Chief of Police, or his/her designee, shall cause a copy of an order of suspension of a kennel license to be mailed to the applicant of such license via certified US mail to the address listed by the applicant on the application.

#### **Appeals**

The applicant may appeal an order by the Chief of Police denying a kennel license and/or suspending a kennel license to the RIO Dell City Council, however such appeal must be made in writing through the Office of the City manager, within fifteen (15) days of the denial of the license, or fifteen (15) days of the receipt of written notice to the applicant of the reasons for the denial of the license, or within fifteen (15) days of receipt of a Notice of Suspension or a Notice of Revocation of a kennel license.

#### **Automatic revocation**

If no appeal is requested as set forth within the time period allotted, pursuant to this ordinance, in regards to a suspended kennel license then such license shall be deemed revoked.

## Article 9 – Impoundment

### Taking up and impounding

The Chief of Police and/or his designee, or any Animal Control Officer, shall take up and impound in a suitable facility, properly maintained to acceptable humane standards, either under the ownership and control of the City of Rio Dell, or under contract with the City of Rio Dell, all animals found to be in violation of the provisions of this ordinance or Division 9 of the California Food and Agricultural Code, or other applicable rule, ordinance, or statute.

### Notice of Impoundment

As soon as possible, but no later than 24 hours after impounding any dog properly licensed under the provisions of this ordinance, the Animal Control Officer who caused the impoundment shall notify the owner of record by telephone, mail, or in person that such dog is impounded and that it can be redeemed within five days from the date of such impoundment. If the dog is not retrieved within that time period the disposition of the dog will be in accordance with the provisions of this ordinance.

### Redemption period

Except as otherwise provided in this ordinance, all animals impounded at the animal control facility, either operated by the City of Rio Dell, or operated by another entity under contract, or another facility being used, as approved by the Chief of Police, under special circumstances specific to a particular impoundment shall be kept and maintained at least for the following redemption periods:

1. Five (5) days for any dog found wearing a current annual license tag;
2. Seventy-two (72) hours for any dog found not wearing a current annual license tag, and has not other means by which to identify the owner;
3. Five (5) days for any animal governed by the provisions of Section 17003 of the California Food and Agricultural Code; and
4. Seventy-two (72) hours for any other animal.

At any time after the expiration of the minimum time period as described by this code for the retention of impounded dogs, the Chief of Police may cause the sale, gift, or humane destruction of such dogs as allowed by current law. The Chief of Police shall not give, sell, or otherwise convey an impounded animal to any institution engaged in the diagnosis or treatment of human or animal disease, or in research for the advancement of veterinary, dental, medical, or biological sciences, or in the testing or diagnosis, improvement or standardization of laboratory specimens, biologic products, pharmaceuticals, or drugs.

### Animals voluntarily surrendered

Any animal which is voluntarily surrendered to or deposited with the Rio dell Police Department or an agent thereof, shall not be deemed to be impounded and need not be kept or retained for any minimum period of time.

### Surrendered or abandoned animals: Adoption, immunization

1. Accept as provided by law the Chief of Police may authorize the adoption of any animal in the care, custody, and control of the Rio Dell Police Department. Under circumstances during which the City of Rio Dell is under contract with another entity, the adoption of animals may be the facilitated by that entity.
2. The Chief of Police and/or his designee may authorize the immunization of any dog, four (4) months of age , which is voluntarily surrendered to or deposited with the Rio Dell Police Department. A fee, as set forth by the City Council of the City of Rio Dell by resolution, may be charged in addition to any other fees associated with the adoption of an animal for the purpose

of defraying the costs associated with such immunization. Under circumstances during which the City of Rio Dell is under contract with another entity, the immunization of animals and recovery of associated fees may be facilitated by that entity.

#### **Spay or neuter deposit**

1. A spay or neuter deposit, as set by resolution of the City Council of the City of Rio Dell, shall be collected at the time of adoption of any dog or cat, and will be held for a period not to exceed sixty (60) days, except that for dogs and cats six (6) months of age or younger at the time of adoption, the period shall not exceed six (6) months. If a female dog and her puppies or a female cat and her kittens are adopted together, one deposit shall be charged. Under circumstances during which the City of Rio Dell is under contract with another entity, the spay and neuter deposit for adopted animals may be facilitated by that entity.
2. At any time within the period specified above, the owner may present a spay or neuter certificate for the adopted animal from a licensed veterinarian or veterinary clinic, in which event the deposit will be returned. Deposits not so claimed within the time period specified above shall be deemed unclaimed and shall automatically be forfeited to the City, or contract facility for use in accordance with California Food and Agricultural Code Sections 30503 and 31751.

#### **Redemption**

1. The owners of impounded animals, during the redemption period and at any time before the disposition of such animals, may redeem them by paying the impoundment fees and licensing dogs in the manner provided in this ordinance.
2. The Chief of Police or his/her designee shall charge and collect fees, as set by resolution by the City Council of the City of Rio Dell, for every impounded animal when claimed and before its release.

#### **Euthanasia**

1. The Chief of Police may facilitate euthanasia services on animals whose owners request it. The Chief of Police may issue regulations to implement the provisions of this section.
2. A fee, set by resolution by the City Council of the City of Rio Dell, shall be charged and collected by the Rio Dell Police Department for every animal which is euthanized at its owner's request.

#### **Animal traps**

1. The Chief of Police or his/her designee may loan animal traps and provide related retrieval services for persons who request it. A deposit may be collected at the time the trap is loaned not exceeding the value of the trap.

#### **Liability**

No person shall be liable for the disposition of any animal in accordance with the provisions of this chapter.

## **Article 10 – Rabies**

#### **Vaccinations**

Every owner of a dog over four (4) months in age shall have such dog vaccinated with such canine anti-rabies vaccine and at such intervals as prescribed by the State Department of Health.

**Vaccinations: Imported dogs**

Every owner who brings into the City of Rio Dell a dog which has not been vaccinated within twelve (12) months prior to the importation thereof shall have the dog vaccinated within five (5) days from and after its arrival in the City of Rio Dell. The certificate of vaccination issued by a duly licensed veterinarian from any other jurisdiction for the specific dog, establishing the vaccination with an approved vaccine, may be accepted by the Chief of Police or his/her designee as evidence of vaccination upon the date of the vaccination indicated on the certificate.

**Vaccinations: Exceptions**

A dog shall be exempt from the vaccination requirements of this ordinance if within one (1) year:

1. A veterinarian has examined the dog and certified that a vaccination will endanger the dog's health for physiological reasons; and
2. Such certificate is presented to the Chief of Police and the County Public Health Officer within five (5) days after the examination; and
3. The County Health officer concurs in the opinion of the veterinarian and endorses his approval on the veterinarian's certificate.

**Vaccinations: Procedure**

1. Dogs shall be vaccinated by a veterinarian or at vaccination clinics approved by the Chief of Police and/or the County Public Health Officer that are in accordance with state law.
2. Every person who vaccinates a dog for rabies shall issue the owner of the dog a certificate containing the following:
  - a. The name, address, and telephone number of the dog owner;
  - b. The type of rabies vaccine administered (including the name of the manufacturer and the lot number of the vaccine used);
  - c. The date of the vaccination, the interval for the next vaccination, and date the next vaccination is due;
  - d. A description of the dog, including the breed, age, sex, color, and markings of the dog;
  - e. The stamped, printed, or typewritten name, address, and telephone number of the person who administered the vaccine: and
  - f. The signature, with date, of the person administering the vaccine.
3. Every person who vaccinates a dog for rabies shall submit to the Rio Dell Police Department a copy of the rabies vaccination certificate required by this ordinance no later than thirty (30) days after the date the vaccination was administered.

**Reports**

It shall be the duty of any person having knowledge of any animals falling into the following categories to immediately report the animal to the Rio Dell Police Department, and/or the County Public Health Officer, and to furnish complete information regarding the incident:

1. Known rabid animals;
2. Suspected rabid animals;
3. Animals which have bitten a human or otherwise exposed a human to rabies; and
4. Animals of a species subject to rabies which have been bitten by a known rabid or suspected rabid animal or have been in intimate contact with a rabid or suspected rabid animal.

### **Reports to Health Officer**

Upon receipt of a report of a rabid or suspected rabid animal pursuant to this ordinance, or upon the receipt of information of another animal disease dangerous to humans, the Chief of Police, or any animal control officer as defined by this ordinance shall report that information to the County Public Health Officer.

### **Isolation or Quarantine**

Chief of Police and/or his designee shall isolate and quarantine, with the concurrence of the County Public Health Officer, any animal that is suspected to be rabid that has been captured or is otherwise in the possession of the Rio Dell Police Department. Such isolation and quarantine shall be done so in accordance with state law.

### **Carcasses of rabid animals**

Upon the death of any rabid animal, clinically suspected rabid animal, or animal which has bitten or otherwise exposed a human to rabies, the Chief of Police shall obtain and turn over to the County Public Health Officer the carcass of such animal or an adequate specimen thereof, at the discretion of the County Public Health officer.

### **Destruction**

Upon an order of the County Public Health Officer, the Chief of Police or his/her designee, shall destroy any animal or its carcass if an examination shows such animal or carcass to be rabid.

### **Epidemic regulations**

The Rio Dell Police Department shall adhere to and comply with any orders as issued by the County Public Health Officer in regards to a rabies epidemic or other unusually dangerous health situation among dogs or other animals.

### **Fees**

Upon a determination that an animal is not rabid after a ten day isolation and quarantine period the animal may be returned to its owner or person responsible upon the payment of fees for such impoundment as set by the City Council of the City of Rio Dell. In the event the owner or person responsible does not pay the associated fees the dog will be retained for a period of five (5) additional days and then disposed of in accordance with this ordinance by means of adoption, or euthanasia.

## **Article 11 - Regulation of vicious animals**

### **Purpose**

The uncontrolled maintenance of vicious animals constitutes a dangerous situation which presents a threat to the health, safety, and welfare of the persons and animals within the City of Rio Dell. This situation presents a serious hazard within the City which is compounded by the increasing tendency to maintain animals which, by virtue of breeding and training, have a propensity to attack others. The purpose of this article is to protect the public health, safety, and welfare by regulating vicious animals.

### **Procedure for declaring a dog POTENTIALLY DANGEROUS, VICIOUS, or a NUISANCE**

If an animal control officer or law enforcement officer has investigated and determined that there exists probable cause to believe that a dog is potentially dangerous, vicious or a nuisance, the Animal Control Officer, shall petition the Chief of Police, or his/her designee, for a hearing for the purpose or

determining whether or not the dog in question should be declared potentially dangerous, vicious, or a nuisance. In the event the Chief of Police has probable cause to believe that a dog is potentially dangerous, vicious, or a nuisance, he/she is not required to petition for a hearing, however must document the probable cause for such hearing and make such probable cause available to the owner or keeper of the dog in question, and such written probable cause shall become a part of the record and maintained in compliance with State and Federal Law as it pertains to the retention of public records. Whenever possible any complaint received from a member of the public which serves as the evidentiary basis for the Animal Control Officer or Law Enforcement Officer to find probable cause shall be sworn to and verified by the complainant and shall be attached to the petition. The Chief of Police shall notify the owner or keeper of the dog that a hearing will be held by the Chief Animal Control Officer or his/her designee, at which time he or she may present evidence as to why the dog should not be declared potentially dangerous, vicious, or a nuisance. Said evidence may be offered either written or oral by the owner of the dog or any interested citizen, including Animal Control Officer's, Humane Officers or Peace Officers, and shall be sworn to and/or signed under declaration of penalty of perjury.

### **Notice of Determination**

After the hearing conducted pursuant to this ordinance, the owner or keeper of the shall be notified in writing of the determination and orders issued, either personally or by certified US Mail by the Hearing Officer. If a determination is made that the dog is potentially dangerous, vicious, or a nuisance, the owner or keeper shall comply with the provisions of this ordinance in accordance with the time scheduled established by the Chief of Police or his or her designee, but in no case more than thirty (30) days after the date of the determination or thirty-five (35) days if notice of the determination is mailed to the owner or keeper of the dog.

### **Appeal**

If the petitioner or the owner or keeper of the dog contests the determination of the Hearing Officer, he/she may, within five (5) days of the receipt of the notice of determination, appeal the decision of the Hearing Officer to the Rio Dell City Council and request a public hearing. The City Council shall schedule a public hearing at the next available City Council meeting, or may schedule a special meeting for the specific purpose of hearing the appeal. The City Council may decide all issues for or against the owner or keeper of the dog even if the owner or keeper fails to appear at the hearing. The determination of the City Council shall be final and conclusive upon all parties.

### **Seizure and Immediate impoundment**

If upon investigation is determined by the Animal Control Officer or Law Enforcement Officer that probable cause exists to believe the dog in question poses an immediate threat to public safety the Animal Control Officer, or Law Enforcement Officer may seize and impound the dog pending the hearing or determination provided for in the "Procedure for Declaring a Dog POTENTIALLY DANGEROUS, VICIOUS, or a NUISANCE". The owner or keeper of the dog shall be liable to the City of Rio Dell for the costs and expenses of keeping the dog if the dog is later determined to be found potentially dangerous or vicious. If public safety is adequately assured, the Chief of Police may permit the dog to be confined at the owner's expense in an approved kennel or veterinary facility or on the owner's premises.

### **When dogs may not be declared POTENTIALLY DANGEROUS, VICIOUS, or a NUISANCE**

1. No dog may be declared potentially dangerous, vicious, or a nuisance if any injury or damage is sustained by a person who, at the time of the injury or damage was committing a willful trespass or other tort upon premises occupied by the owner or keeper of the dog, or was teasing, tormenting, abusing or assaulting the dog, or was committing or attempting to commit

a crime. No dog may be declared potentially dangerous, vicious, or a nuisance if the dog was protecting or defending a person within the immediate vicinity of the dog from an unjustified attack or assault. No dog may be declared potentially dangerous, vicious, or a nuisance if an injury was sustained by a domestic animal which at the time the damage was sustained was teasing, tormenting, abusing, or assaulting the dog.

2. No dog may be declared potentially dangerous, vicious, or a nuisance if the injury or damage to a domestic animal was sustained while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog. This section only applies to the circumstances of seizure and shall not be construed to have any effect on any other rule, law, or statute, as it pertains to activities related to hunting, ranching, or trapping.

#### **Disposition of potentially dangerous or vicious dogs**

1. All dogs which have been determined by the hearing entity to be potentially dangerous or vicious dogs shall be properly licensed and vaccinated. The status of the dog shall be included in the licensing records either after the owner or keeper has agreed to the designation or the hearing entity has determined the designation applies to the dog. An additional fee of twice the applicable license fee shall be charged for maintain this additional information in the licensing records.
2. A potentially dangerous or vicious dog while on the owner's property, shall, at all times, be kept indoors, or in an enclosure as defined in Article 3 of this ordinance. A potentially dangerous dog may be off the owner's property only if it is restrained by a substantial leash or within an enclosed vehicle. A vicious dog may be off the owner's property if the owner complies with "Disposition of a Vicious Dog, Section g".
3. The owner of a potentially dangerous or vicious dog shall notify the Rio Dell Police Department, in writing, within two (2) working days if the dog in question, dies, is sold, transferred, or permanently removed from the city limits of Rio Dell.
4. Owners of potentially dangerous or vicious dogs shall notify in writing any person to whom the dog is sold that the dog is potentially dangerous or vicious.

#### **Disposition of Vicious Dogs**

In addition to the dispositions as set forth above, upon a determination by the hearing entity that a dog is a vicious dog the following shall apply:

1. A dog which has been determined to be vicious pursuant to the provisions of this ordinance shall not be licensed unless the owner or keeper of the vicious dog is eighteen (18) years of age or older and meets the following requirements:
  - a. Provide proof to the Animal Control Officer the owner or keeper has procured liability insurance in the amount of at least one hundred thousand dollars (\$100,000.00) covering any damage or injury which may be caused by the vicious dog during the period for which the licensing is sought.
  - b. The owner or keeper, at his or her own expense, and within two (2) working days of the receipt of the notice of determination that the dog is vicious shall provide the Rio Dell Police Department with two current color photographs of the dog which show the animal in a standing position.
  - c. The owner or keeper shall display a sign that visually depicts a menacing dog on his or her property warning that there is a vicious dog on the property. The sign shall be visible to the general public and approved by the Animal Control Officer.

- d. The owner or keeper of the dog shall certify under penalty of perjury to all of the following:
  - i. The owner or keeper shall maintain and not voluntarily cancel the liability insurance required by this section during the period for which licensing is sought, unless the owner or keeper shall cease to own or keep the dog prior to the expiration of that license.
  - ii. The owner or keeper shall, on or before the effective date of the license for which application is being made, have an approved enclosure for the dog on all property where the vicious dog will be kept or maintained.
  - iii. The owner or keeper shall notify the Rio Dell Police Department immediately upon discovery if the vicious dog is running at large, is unconfined, has attacked another domestic animal or a human, has died, has been sold, or transferred, or has been permanently removed from the city limits of Rio Dell. Immediately upon discovery shall mean as soon as is practical taking into consideration the circumstances, but in no event later than twenty-four (24) hours after the occurrence. \
  - iv. If the vicious dog is sold, the owner or keeper shall provide the Rio Dell Police Department with the name, address, and telephone number of the new owner or keeper. It shall be unlawful to sell or give away a dog previously determined to be vicious unless the owner or keeper of the advises the new owner or keeper of the status of the dog in writing.
- e. All dogs determined to be vicious shall be confined in an enclosure as defined in Article 3 of this ordinance. It is unlawful for any owner or keeper to maintain a vicious dog upon any property which does not have an enclosure as defined in Article 3 of this ordinance.
- f. It is unlawful for the owner or Keeper to allow any vicious dog to be outside of the enclosure unless it is inside the dwelling of the owner or keeper or it is necessary for the owner or keeper to obtain veterinary care for the dog, to sell or give away the dog, or to comply with any directive of the Animal Control Officer with respect to the dog.
- g. In any case where a vicious dog is lawfully outside the enclosure, except in cases where it is inside the dwelling of the owner or keeper, the dog shall be securely muzzled and restrained, with a leash sufficient to restrain the dog, having a minimum tensile strength of 300 pounds and not exceeding three feet in length, and the dog shall be under the direct control and supervision of its owner(s) or keeper(s).
- h. The hearing entity may impose any additional conditions upon the ownership of the dog that protect the public health, safety and welfare.
- i.

**Procedure for destruction of vicious dogs**

1. A dog determined to be vicious may be destroyed by the Police Department when it is found, pursuant to a hearing in accordance with this ordinance, that the release of the dog would create a significant threat to the public health, safety, and welfare, or the owner or keeper is not able to or unwilling to comply with reasonable conditions placed upon the owner for th release of the dog.
2. An owner of a dog which has previously been determined to be a vicious dog violates the provisions of this code relating to the keeping of vicious dogs.
3. A dog which has previously been determined to be a vicious dog, when unprovoked, attacks, wounds, bites, or otherwise injures or kills any person.

4. A dog shall not be destroyed pursuant to Subsection 2 or Subsection 3 of “procedure for destruction of vicious dogs” without a hearing pursuant to this ordinance.

#### **Ownership of vicious dogs prohibited**

The owner of a dog determined to be a vicious dog may be prohibited by the Chief of Police from owning, possessing, controlling, or having custody of any dog for a period of up to three years, when it is found, after proceedings conducted pursuant to this ordinance, that ownership or possession of a dog by that person would create a significant threat to the public health, safety, and welfare.

#### **Disposition of Public Nuisance Dogs**

1. No person shall keep or maintain any dog in such a manner as to cause or permit the dog to be a public nuisance dog.
2. No owner or keeper of a dog shall fail to abate a nuisance created by the keeping of such dog when ordered to do so by the Animal Control Officer or other Peace Officer.
3. The hearing entity may impose any reasonable conditions upon the ownership of the dog which shall correct the circumstances which created the nuisance.
4. Any dog having been declared to be a public nuisance dog pursuant to the provisions of this ordinance shall be delivered to the Animal Control Officer for impoundment until such time as the owner or keeper shall have satisfied the Animal Control Officer that they have taken steps to abate the nuisance created by the keeping of the dog. Failure to take such steps to the satisfaction of the Animal Control Officer within five (5) working days following the impoundment of the dog and notice of the conditions for release imposed by the Animal Control Officer, shall result in forfeiture of ownership of said dog.
5. No dog may be euthanized or otherwise disposed of if the owner or keeper of the dog has sought judicial review of the determination that the dog was a public nuisance dog until that review has been completed. The owner or keeper of the dog shall be liable for the cost of the care and feeding of the pending the outcome of the judicial review and shall deposit monthly in advance the cost of such care and feeding as determined by the Animal Control Officer. Failure to make such deposit shall result in forfeiture of ownership of said dog after giving the owner or keeper five (5) days written notice of their failing to make the required deposit in advance. In the event the judicial review is favorable to the owner or keeper of the dog, the amounts paid for the care and feeding of the dog pending the judicial review shall be refunded.

#### **Removal from list**

If there are no additional instances of the behavior that caused the dog to be classified as potentially dangerous dog, or a nuisance dog, within a 36 month period from the date of that classification, the dog shall be removed from the list of potentially dangerous or nuisance dogs. The dog may, but is not required to be, removed from the list of potentially dangerous or nuisance dogs prior to the expiration of the 36-month period of the owner or keeper demonstrates to the Chief of Police or his/her designee, that changes in circumstances or measures taken by the owner or keeper, such as training of the dog, have mitigated the risk to public safety.

## **Article 12 – Horses, Poultry, Other**

#### **Horses**

No person shall drive, ride, lead or tie an animal on any sidewalk or allow any animal attached to any vehicle to stand across or on any crossing of any street or sidewalk or allow any animal to stand upon a

public street or alley without being securely tied or under the control of its owner or manager, or stake out any animal in the public streets or parks for the purpose of allowing the animal to graze or any other purpose.

**Shelter**

The owner of any equine shall provide adequate shelter which shall consist of a structure large enough for the animal to turn around in, with a roof, and shall have walls on at least three sides that offer protection from the weather.

**Poultry/Livestock**

Poultry and other domestic animals, including bovine and equine shall only be maintained on any property in accordance with the provisions of this ordinance, and subject to the provisions of the Rio Dell zoning ordinance, Section 17.25.050 in regards to allowable land use.

**Authority to Seize or Kill Dog**

Any dog entering any enclosed or unenclosed property wherein livestock or poultry are confined may be seized or killed by the owner or tenant of the property, or any employee or agent of the owner or tenant, and no action, civil or criminal, shall be maintained therefore against such owner, tenant, agent, or employee. The authority to kill a dog only applies if the animal is caught in the act of worrying, wounding, chasing or killing any livestock or poultry. This does not alleviate any responsibility in regards to the safe discharge of a firearm, nor does it intend to supersede or replace any state law in regards to the discharge of firearms, game laws, or animal cruelty.

**Article 13 – Service Dogs**

The City of Rio Dell shall adhere to all pertinent State and Federal Laws in regards to service dogs, and shall include training to Animal Control Officer annually on the subject matter.

**Assistance Dog Tagging (licensing)**

The City of Rio Dell shall provide tags for assistance dogs at no cost to the handler. The handler/owner shall be required to sign up with the City of Rio Dell’s Assistance Dog Registry and sign an affidavit that shall read:

“By affixing my signature to this affidavit, I hereby declare I fully understand that Section 365.7 of the California Penal Code prohibits any person to knowingly and fraudulently represent himself or herself, through verbal or written notice, to be the owner or trainer of any canine licensed as, to be qualified as, or identified as, a guide dog, signal dog, or serviced dog, as defined in subdivision (d), (e), and (f), respectfully of Section 365.5 of the California Penal Code and paragraph (6) of subdivision (b) of section 54.1 of the Civil Code, and that violation of Section 365.7 of the Penal Code a misdemeanor, punishable by imprisonment in a county jail not exceeding six months, by fine not exceeding one thousand dollars (\$1,000), or by both that imprisonment and fine.

Upon death or retirement of an assistance dog, the owner or person in possession of the assistance dog identification tag shall immediately return the tag to the Rio Dell Police Department.”

These records shall be maintained by the Police Department in accordance with state and federal law.

I HEREBY CERTIFY that the foregoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on April 3, 2012 and furthermore the foregoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on April 17, 2012 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Julie Woodall, Mayor

ATTEST:

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

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



For Meeting of: April 3, 2012

To: City Council  
From: Kevin Caldwell, Community Development Director (K)  
Through: Ron Henrickson, City Manager (RH)  
Date: March 29, 2012  
Subject: Fence Regulations

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**Recommendation:**

That the City Council:

1. Receive staff's report regarding the existing Fence Regulations;
2. Open the public hearing, receive public input and deliberate;
3. Adopt Resolution No. 1150-2012 recognizing and reaffirming the existing Fence Regulations, Ordinance No. 167; or
4. Direct staff to make modifications to the existing regulations and take back to the Planning Commission for review and recommendations.

**Background and Discussion**

After reviewing the existing and previous City Zoning Regulations, staff determined that although there are no Fence provisions in the current Rio Dell Municipal Code (RDMC), the original provisions adopted by Ordinance No. 167 are still in effect. Ordinance No. 167 was approved and adopted on October 5, 1982. Staff has determined that when the current regulations were codified by Code Publishing the fence regulations were inadvertently omitted. Staff reviewed subsequent Ordinances and did not locate an Ordinance repealing Ordinance No. 167.

Staff discussed the omission with the City Attorney and he recommended that staff prepare a Resolution for the City Council to reaffirm the continued viability of Ordinance No. 167. Staff believed it was appropriate to inform and discuss with the Planning Commission the existing fence regulations. Staff presented the existing regulations to the Planning Commission at their meeting of March 28, 2012 and there were no recommended revisions at this time.

The existing Ordinance is included as Attachment 1. At this time staff is recommending the city Council review and discuss the existing regulations and any possible amendment. Should the Council determine that revisions are necessary; staff recommends that the revisions be scheduled for the Planning Commission's review. It should be noted that staff reserved Section 17.30.090 of the Rio Dell Municipal Code (RDMC) for future Fence regulations.

### **Attachments**

Attachment 1: Ordinance No. 167, Fence Regulations.

Attachment 2: Resolution No. No. 1150-2012 recognizing and reaffirming the existing Fence Regulations, Ordinance No. 167.

Attachment 3: Fence height/location diagram.

AN ORDINANCE OF THE CITY OF RIO DELL AMENDING THE ZONING ORDINANCE, NO. 59, BY ADDING REQUIREMENTS PRESCRIBING THE MAXIMUM PERMISSIVE HEIGHT OF SIGHT OBSTRUCTIONS AT RESIDENTIAL STREET INTERSECTIONS; ESTABLISHING FENCE HEIGHT LIMITATIONS FOR RESIDENTIAL AND NON-RESIDENTIAL LOTS; ADOPTING A PROCEDURE FOR MODIFICATION OF HEIGHT REGULATIONS; AND SPECIFYING OBLIGATORY FINDINGS AND REVIEW CRITERIA FOR MODIFICATIONS BY SPECIAL USE PERMIT

THE CITY COUNCIL OF THE CITY OF RIO DELL DOES ORDAIN AS FOLLOWS:

Section 1. Section 6.05.5, Fences, is added to Article 6 of the Rio Dell Zoning Ordinance to read as follows:

Section 6.05.5 Fences.

- A. Corner Lots -- Sight Distance. In any residential district on a corner lot, there shall be no fence, wall, or hedge higher than three (3) feet, nor any obstruction to vision other than a post, column, or tree not exceeding one foot in diameter, between a height of three (3) feet and a height of ten (10) feet above the established grade of either street, within an area thirty (30) feet from the intersection of the street lot lines.
- B. Height Regulations. Any fence or wall used as a fence shall not exceed a height of six (6) feet within the required front, side, or rear yard of any lot; provided, however, that in any residential district, a fence or wall used as a fence shall not exceed a height of four (4) feet within a required front yard or a side yard on the street side of a corner lot, nor six (6) feet within any required rear yard or side yard, except where otherwise permitted by these regulations.

The Planning Commission may modify by special use permit, the height requirements of this part, upon a showing of good cause. For any such modification, the Planning Commission shall be required to make the following findings:

1. The proposed fence height modification will not adversely affect the health, peace, comfort, or welfare of persons residing or working in the surrounding area;
2. The proposed modification will not be materially detrimental to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site; and
3. The proposed modification will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

In issuing a special use permit, the Planning Commission may require such changes or alterations in the fence as it may deem necessary to satisfy the findings specified in this part. Such changes or alterations may include, but shall not be limited to the following:

- a. Fence height
- b. Design
- c. Materials
- d. Setback from property line
- e. Screening or landscaping

A fence or wall used as a fence which exceeds six (6) feet in height shall be defined as a "detached accessory structure" for the purpose of regulation under the provisions of this ordinance, and all applicable provisions of the Uniform Building Code shall apply.

Section 2. Effective Date.

This ordinance shall become effective thirty (30) days after its adoption.

PASSED AND ADOPTED this 5th day of October, 1982, by the following vote:

- AYES: BARSANTI, BIANCHI, TODD
- NOES: McKNIGHT
- ABSENT: BLAKELY

s/V. Craig McKnight  
V. CRAIGE MCKNIGHT, MAYOR

ATTEST:

s/Shirley Hizer  
SHIRLEY HIZER, CITY CLERK

Posted October 8, 1982

CERTIFIED TRUE COPY

1. Shirley Hizer  
 DO NOTED  
 CORRECTED  
 BY THE  
 REGU. CLERK  
 DATED: Jan 14, 83  
Shirley Hizer

167  
 PASSED  
 AT A  
 5th day of Oct, 1982

**RESOLUTION NO. 1150-2012**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL RECOGNIZING AND REAFFIRMING THE EXISTING FENCE REGULATIONS, ORDINANCE NO. 167:**

**WHEREAS** staff determined that although there are no fence provisions in the current Rio Dell Municipal Code (RDMC), the original provisions adopted by Ordinance No. 167 are still in effect; and

**WHEREAS** Ordinance No. 167 was approved and adopted on October 5, 1982; and

**WHEREAS** staff has determined that when the current regulations were codified by Code Publishing the fence regulations were inadvertently omitted; and

**WHEREAS** Staff reviewed subsequent Ordinances and could not locate an Ordinance repealing Ordinance No. 167; and

**WHEREAS** the City Attorney recommended that staff prepare a Resolution for the City Council to reaffirm the continued viability of Ordinance No. 167; and

**WHEREAS** the Planning Commission reviewed and considered the existing fence regulations at their meeting of March 28, 2012; and

**WHEREAS** the Planning Commission recommends that the City Council review, recognize and reaffirm the existing fence regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Rio Dell recognizes and reaffirms the existing Fence Regulations, Ordinance No. 167.

**PASSED AND ADOPTED** by the City Council of the City of Rio Dell at their meeting of April 3, 2012 by the following vote:

**I HEREBY CERTIFY** that the forgoing Resolution was duly noticed, introduced and approved at a regular meeting of the City Council of the City of Rio Dell on April 3, 2012 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Julie Woodall, Mayor

ATTEST:

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

STREET

SIDEWALK

DIAGRAM OF SIGHT DISTANCE  
AND FENCE HEIGHT REGULATIONS  
FOR INTERIOR AND CORNER LOTS

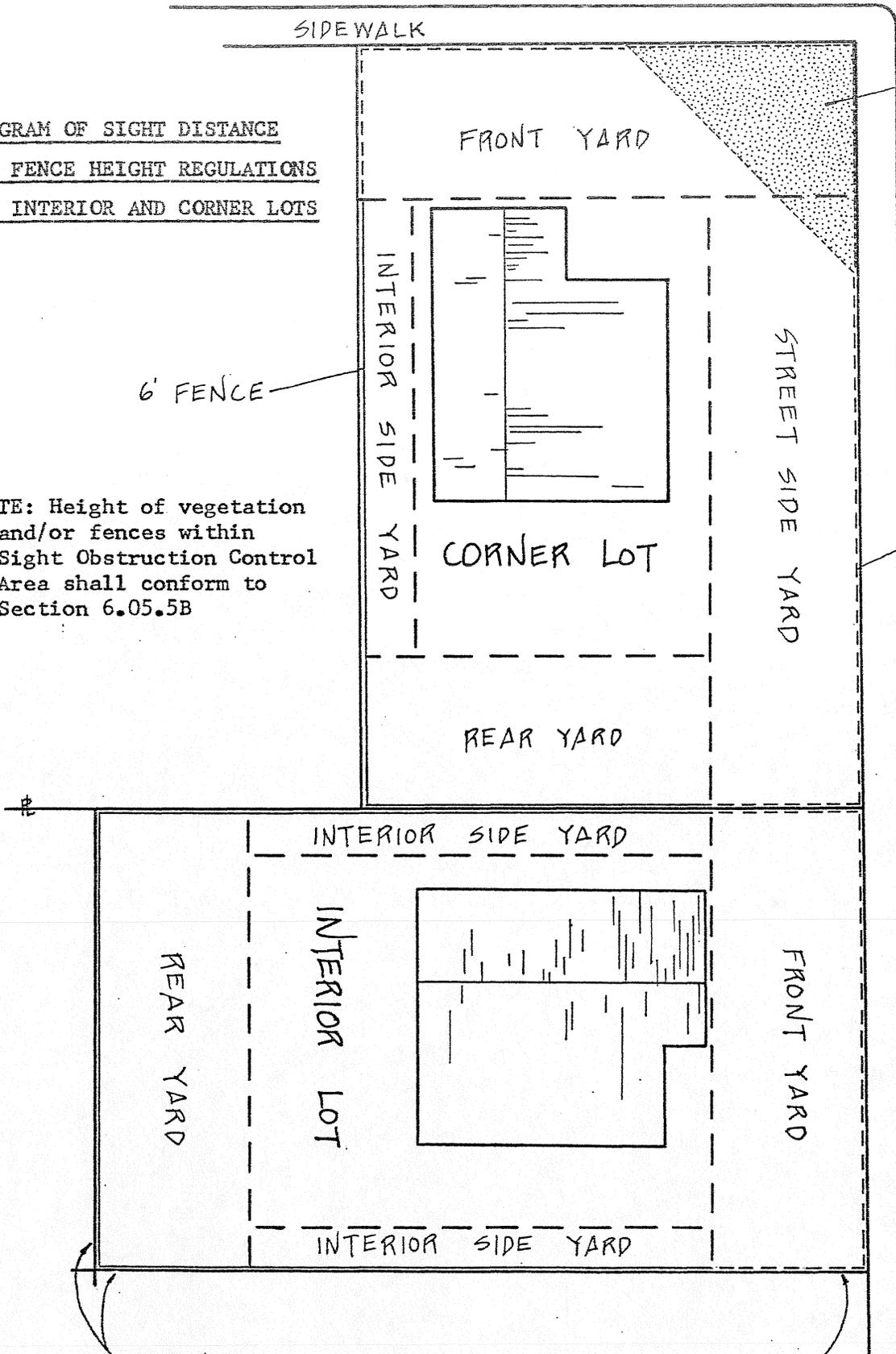
SIGHT  
OBSTRUCTION  
CONTROL  
AREA \*

3' MAXIMUM  
FENCES &  
VEGETATION

6' FENCE

4' FENCE

\* NOTE: Height of vegetation  
and/or fences within  
Sight Obstruction Control  
Area shall conform to  
Section 6.05.5B



STREET

6' FENCE

4' FENCE

ATTACHMENT 3

SIGHT DISTANCE/  
FENCE HEIGHT REGULATIONS  
FOR CORNER LOTS

