

A G E N D A
RIO DELL CITY COUNCIL
REGULAR MEETING - 4:30 P.M.
TUESDAY, MAY 18, 2010
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. PLEDGE OF ALLEGIANCE

D. ORAL ANNOUNCEMENTS - Introduction of new City Manager, Ron Henrickson

E. CEREMONIAL

- 1) 2010/0518.01 - Proclamation – Older Americans Month 2010 – Gray Matters – The Area I on Aging (Jim Pedrotti, Board Member from Area I on Aging will be present to receive Proclamation) 1

F. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public and the Council 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) 2010/0518.02- Approve Minutes of the April 26, 2010 Special Meeting **(Action)** 2
- 2) 2010/0518.03- Approve Minutes of the May 4, 2010 Regular Meeting **(Action)** 6
- 3) 2010/0518.04- Authorize submission of the City's Annual Transportation Claim **(Action)** 12
- 4) 2010/0518.05 - Approve Water Bill Claim Adjustment for Linda Freitas at 87 Berkeley St. in the amount of \$125.62 **(Action)** 19

- 5) 2010/0518.06 - Approve Employment Agreement with Graham Hill, Chief of Police
(Action) 24
- 6) 2010/0518.07 - Approve Employment Agreement with Stephanie Beauchaine, Finance
Director **(Action)** 30
- 7) 2010/0518.08 - Approve Employment Agreement with Randy Jensen , Water/Waste-
water Superintendent **(Action)** 37
- 8) 2010/0518.09 - Approve Employment Agreement with Rick Chicora, Wastewater
Superintendent **(Action)** 44
- 9) 2010/0518.10 - Approve Award of Bid to Mercer-Fraser Co. for Wildwood Avenue
Paving and Pedestrian Improvement Project and authorize the City
Manager to sign the Notice of Award and Contract Agreement **(Action)** 51

G. SPECIAL PRESENTATIONS

H. ORDINANCES/SPECIAL RESOLUTIONS

- 1) 2010/0518.11 - Open Public Hearing, introduce and conduct first reading by title only of
Ordinance 268-2010 to contract with CalPERS for retirement benefits for
both miscellaneous and safety employees, accept public testimony, and
Approve Resolution No. 1077-2010 A Resolution of Intent declaring the
City of Rio Dell's Intent to enter into a contract with CalPERS to provide
(2% @ 60 Supplemental) retirement benefits for the City's Miscellaneous
Employees, and Approve Resolution No. 1078-2010 A Resolution of Intent
Declaring the City of Rio Dell's intent to enter into a contract with CalPERS
to provide (2% @ 55 Supplemental) retirement benefits for the City's Safety
employees (law enforcement); and schedule the second reading of
Ordinance 267-2010 for a June 8, 2010 Special meeting of the City Council
(Action)
- 2) 2010/0518.12 - Open Public Hearing , introduce and conduct first reading (by title only)
Of Ordinance 267-2010 prohibiting the possession of open containers and
the consumption of alcoholic beverages in specified public places and
around schools, and a prohibition on the consumption of alcoholic
beverages on or near the premises of off-sale liquor licenses **(Action)**

I. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) "SPECIAL CALL ITEMS" from Consent Calendar
- 2) 2010/0518.13 - Determine whether to allocate \$25,000 of local Prop 1B monies for public
input phase and concept design for the Wildwood Ave. Pedestrian and
Streetscape Improvement Project **(Action)**

J. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. 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.

K. REPORTS/STAFF COMMUNICATIONS

- 1) City Manager
- 2) Interim City Manager
- 3) Finance Director
- 4) Chief of Police
- 5) Public Works Director

L. COUNCIL REPORTS/COMMUNICATIONS

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

- 1) 2010/0518.14 - Conference with Labor Negotiator; the City's Designated Representative Interim City Manager Jim Stretch and City Manager Ron Henrickson concerning Rio Dell Employees' Association (Government Code Section 54957.6)

N. PUBLIC COMMENT REGARDING CLOSED SESSION

O. RECESS INTO CLOSED SESSION

P. RECONVENE INTO OPEN SESSION

Q. ORAL ANNOUNCEMENTS

R. ADJOURNMENT

*The next Regular meeting will be on June 1, 2010
at 6:30 PM in the City Council Chambers*

*PROCLAMATION OF
THE CITY COUNCIL OF THE CITY OF RIO DELL
OLDER AMERICANS MONTH 2010
~GRAY MATTERS~
THE AREA 1 ON AGING*

WHEREAS, The City of Rio Dell is a community that includes 599 citizens aged 60 and older; and

WHEREAS, the older adults in the City of Rio Dell are among our most valued resources, united by historical experiences, strengthened by diversity, and interpreting events through varied perspectives and backgrounds to bring wisdom and insight to our community; and

WHEREAS, increasing numbers of adults are reaching retirement age and remaining strong and active for longer than ever before; and

WHEREAS, the older adults in the City of Rio Dell deserve recognition for the contributions they have made and will continue to make to the culture, economy, and character of our community and our nation; and

WHEREAS, our community can provide that recognition and respect by improving the quality of life for older Americans by:

- Increasing their opportunities to remain active and engaged in community life;*
- Providing individualized services and support systems to maintain the health, safety, dignity, and independence of older Americans as they age;*
- Combating ageist attitudes by honoring their past, present, and future contributions;*

NOW, THEREFORE, the City Council of the City of Rio Dell hereby proclaims May 2010 to be Older Americans Month. We urge every citizen to take time this month to honor our older adults and professionals, family members, and volunteers who care for many of them. Our recognition and involvement of older Americans can enrich our entire community's quality of life.

Dated this 18th day of May, 2010

Julie Woodall, Mayor

**RIO DELL CITY COUNCIL
SPECIAL MEETING
APRIL 26, 2010
MINUTES**

A Special meeting of the Rio Dell City Council was called to order at 9:30 A.M. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Dunker, Marks, and Thompson

Absent: Councilmember Barsanti

Others Present: Interim City Manager Stretch, Chief of Police Hill, Finance Director Beauchaine, Acting Director of Public Works Jensen, and City Clerk Dunham

SPECIAL MEETING MATTERS

Mid-Year Budget Review Amendments

Interim City Manager Stretch stated the idea is to talk about how this fiscal package fits in with next year's budget.

Finance Director Beauchaine presented a Mid Year Budget Review and 2010-2011 Budget Development including Revenue Projections; Projected Fund Balance Review; Projected Expenditure Analysis; 2009-2010 Fiscal year Expenditures by Fund; and provided options for Council in regard to overall direction to staff as to budget development.

Beauchaine reported on revenue projections stating that General Fund was estimated to increase by 5% to \$650,000; Streets Fund was estimated to be reduced by 4%; with Water and Sewer Operations Funds to each increase by approximately 3%.

On the expenditure side, Beauchaine reported that proposed expenditures currently exceeded Revenue Projections primarily due to changes in the City Manager salary expenditure; and pending employee contract negotiations with COLA increases averaging 5%.

Proposed projects not included in the budget projections included: fees and charges assessment study; study of ballot options for increased General Fund Revenue; computer software for the Finance Department; augmentation of Finance Department staffing; Public Works Director classification change; and update of the Safety Element of the General Plan.

Interim City Manager Stretch stated there are currently some extensive projects within the City Manager's office which necessitates augmentation of staffing in that department and felt it would be in the best interests of the City to have more professional level employees. It was suggested

that a new position of Assistant City Manager/Finance Director be considered as well as a Civil Engineer/Director of Public Works.

Councilmember Thompson asked if reclassification of the Director of Public Works position would be offset by current engineering expenses; City Manager Stretch noted that the projected savings in engineering expense was expected to more than cover the extra salary expense.

Next was discussion on ideas for increasing revenue; City Manager Stretch noted the Fees, Charges and Assessment Study was probably the most important project proposed as it was a necessary tool in justifying increases in fees and charges.

Finance Director Beauchaine said the Contract Planner still needs to develop formulas before we can assess project impact fees for lighting/landscaping and streets/sidewalks. She said other General Fund fees to review include project planning fees; animal control fees; and police services.

City Manager Stretch stated fees and charges should be adjusted each year through a master fee resolution and said the idea is to have a consulting firm develop a fee study using a very detailed methodology for the first year, then have a method in place for an automatic adjustment each budget year.

Councilmember Thompson expressed concern about implementing large sewer fees at once and said he prepared a spreadsheet which represented a \$2.50 per month increase to occur automatically each year and suggested the Council consider the adjustment prior to completion of a rate study. He also commented about assessment districts for individual neighborhoods stating it was his understanding that it can be done with 51% vote of homeowners, provided the City can show there is a benefit to the neighborhood.

Councilmember Thompson said in regard to update of the Safety Element, he felt it could be deferred until the 2011-2012 budget year since there was a good document in place but because it was updated without CEQA compliance was not official.

City Manager Stretch said there are projects that really need to get done and the only way to accomplish that is to pull from the Reserve Funds and recommended the Council give consideration to funding various projects with use of those funds.

Finance Director Beauchaine stated staff has a program in mind to build healthier reserves so to authorize the use of reserves for projects now is not a huge financial risk.

City Manager Stretch commented that if it is the Council's direction to not tap into reserve funds, they will need to look at where to cut expenses in order to balance the budget. He further noted that the Street Fund has a healthy reserve balance and the Director of Public Works was

proposing the purchase of some used equipment for the public works department including a vactor truck, street sweeper, and extra mower. Also proposed were an air compressor, jack hammer, and back up generator for the infiltration gallery.

Councilmember Marks questioned the capabilities and effectiveness of Accufund accounting software; Beauchaine explained the software was workable but the problem was that there were a couple of modules that are available that would make the system more manageable however the finance department did not have enough staff to implement the programs to make them work effectively.

Councilmember Marks said she had talked with Pat Nally, the Accufund representative and was told that there were three Accufund modules that are not being used to their potential by the city. Councilmember Marks said it was important that the budget module be implemented to allow for comprehensive financial reporting and said she couldn't see how the Council could approve the budget without the budget module as part of the system. She said with the possibility of Scotia annexation, it was not logical to wait another year.

Finance Director Beauchaine explained that it was not possible for the budget module to be implemented this budget year and noted that 30% of the problems had to do with modules and 70% of the problem was do to staffing.

Councilmember Marks then commented on the need to provide debit/credit card payment capabilities for citizens; Finance Director Beauchaine said she had been studying the option for the past 18 months and said that Accufund would soon be offering software that could be integrated with our current system thus eliminating the need to balance two systems. She stated it didn't make sense to pay the bank for the system and to pay staff to reconcile the transactions.

City Manager Stretch suggested the Council approve the funding of one position in the finance department for one year with the expense coming from the Reserve Fund; direct staff to review the rate structures for water and sewer; and direct staff to define costs for a Fees Assessment Study.

City Manager Stretch said he would look at the distribution tables for the various funds to make sure they are defensible and bring back for discussion during the budget process.

Councilmember Marks noted that the City Council budget was spread partly by water and sewer funds and asked for an explanation; she said she understood revenue from the cell tower was to fund the City Council's budget. Beauchaine explained because the General Fund was out of balance largely due to increased expenses in the police department, the only way to balance the General Fund budget was to use water and sewer funds. She said enterprise funds cannot be used to fund police department activities however it is an appropriate use to fund administrative activities.

Motion was made by Thompson/Dunker to approve the mid-year budget review amendments as submitted.

Councilmember Marks stated at the last meeting, the City Manager said he was not familiar with the budget amendment amounts and asked if he was now comfortable with the amendments; he commented that after further review, he was comfortable with the amendments as proposed.

Motion then carried 4-0.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 11:20 A.M. to the May 4, 2010 regular meeting.

Julie Woodall Mayor

ATTEST:

Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL
REGULAR MEETING
MAY 4, 2010
MINUTES**

The Regular Meeting of the Rio Dell City Council was called to order at 6:30 P.M. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Dunker, Marks and Thompson

Absent: Councilmember Barsanti

Others Present: Interim City Manager Stretch, Chief of Police Hill, Finance Director Beauchaine, Acting Public Works Director Jensen, Administrative Assistant/Recycling Coordinator Ralston and City Clerk Dunham

CONSENT CALENDAR

Motion was made by Thompson/ Dunker to approve the consent calendar including the approval of minutes of the April 16, 2010 Special Meeting approval of minutes of the April 20, 2010 Regular Meeting; authorizing Capital Project Budget for the Wildwood Ave. Paving and Pedestrian Improvement Project in the amount of \$691,000; approval of Progress Payment Request No. 5 for K. G. Walters Construction Co., Inc. in the amount of \$129,259.69 for work related to the Solids and Disinfection Management Project; approval of the Scope of Work and Cost Estimate for Gutierrez Land Surveying for Lot Line Adjustment and Record of Survey for the Mozzetti and Rovai parcels in the amount of \$9,900; approval of HCAOG Agreement as amended, and authorization for the City Manager to sign the agreement; approval of extension of contract and amendment of terms with Interim City Manager Jim Stretch; approval of appointment of Carla Ralston to the Parks & Recreation Commission; and authorization for the Acting Public Works Director to facilitate the purchase of three (3) maintenance vehicles for the Public Works Department for an amount not to exceed \$11,000. Motion carried 4-0.

Mayor Woodall announced Closed Session Item 0504.13 *Public Employee Appointment – Title: City Manager* would be moved to this portion of the agenda.

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

Public Employee Appointment – Title: City Manager (Government Code Section 54957)

Mayor Woodall announced the City Council would be recessing briefly into closed session to discuss the above noted item and asked for public comment. There being no public comment, the Council recessed into closed session at 6:35 P.M.

The meeting reconvened at 6:50 P.M. Mayor Woodall announced the Council took action in closed session to make a contingent job offer to Ronald Henrickson for the position of City Manager. She stated Mr. Henrickson accepted the job offer and was scheduled to begin on May 17, 2010. She provided background information stating he came highly recommended.

ORDINANCES/SPECIAL RESOLUTIONS

Approve Ordinance No. 266-2010 Extending Interim Urgency Ordinance No. 265-2010 Authorizing a Moratorium on the Legal Establishment and Operation of Medical Marijuana Dispensaries and Repealing Ordinance No. 265-2010

Mayor Woodall opened a public hearing at 6:55 P.M. to receive a report from staff and receive public comment on the proposed ordinance.

Interim City Manager Stretch stated as the Council would recall, action was taken at the April 20, 2010 meeting to approve Interim Urgency Ordinance No. 265-2010 authorizing a moratorium on the legal establishment and operation of medical marijuana dispensaries in response to the request for a business license from a "collective" for a medical marijuana dispensary in the downtown area. The Council referred the matter to the Planning Commission to determine whether the use was allowable in certain zones, or if it would be considered as a new use and if the use was in compliance with the City's General Plan. He said on April 28, 2010 the Planning Commission considered the referral and after receiving public testimony, voted 4-1 to recommend to the City Council that a general prohibition be adopted in the Zoning Ordinance for all medical marijuana dispensaries in the City. He further stated that the Interim Urgency Ordinance requires that a report be provided to the City Council within 30 days of its adoption on April 20, 2010. Since staff did not have sufficient time to respond to the Planning Commission's action and draft an Ordinance for the Council's consideration, the recommendation at this time was to extend the interim urgency prohibition of medical marijuana dispensaries for an additional 10 months and 15 days as allowed in Government Code Section 65858, to give staff time to develop the Ordinance.

Mayor Woodall then asked for public comment on the proposed ordinance. There being no public comment, the public hearing closed at 6:58 P.M.

Motion was made by Dunker/Marks to approve making the necessary finding under Government Code Section 65858 that, to protect the public health, safety and welfare, an urgency measure in the form of an interim ordinance is necessary to prohibit uses that may be in conflict with a general plan, specific plan or zoning proposal that the legislative body or planning commission is considering or intends to study within a reasonable period of time. Motion carried 4-0.

Motion was made by Marks/Thompson to approve Ordinance No. 266-2010 *An Ordinance Extending Interim Urgency Ordinance No. 265-2010 of the City of Rio Dell Authorizing a Moratorium on the Legal Establishment and Operation of Medical Marijuana Dispensaries within the City of Rio Dell Pursuant to Government Code Section 65858, for a period of 10 months and 15 days.* Motion carried 4-0.

Motion was made by Dunker/Marks to repeal Ordinance No. 265-2010. Motion carried 4-0.

SPECIAL CALL ITEMS

Approve the Interim City Manager to Contract with Labor Relations Specialist to Meet and Confer with Employee Organizations and Contract Employees and Direct that the Rio Dell Employees' Association be given first priority for an updated MOU

Interim City Manager Stretch stated it was his intent to meet with the employee organizations and contract employees and negotiate the various contracts thus saving the City the expense of hiring an outside consultant but unfortunately that did not work out do to other pressing issues. He stated the Council's intent to enter into PERS is cause to amend existing agreements in order to replace current provisions concerning the City's contribution into employee's deferred compensation accounts with the PERS benefit. Since the costs are different; the agreements need to be amended. He said his recommendation now is to bring in an outside labor relations specialist to address employee contracts with the first priority directed to the Rio Dell Employees' Association MOU since that contract expired on June 30, 2009. He noted that he was in the process of working with contract employees on their individual contracts and that portion may be off the table. Also, the Police Officers Association notified him of their intent to bring in a professional labor relations specialist to represent them in their negotiations.

Motion was made by Dunker/Marks to authorize the Interim City Manager/City Manager to contact Labor Relations specialty firms to represent the City in its meeting with (2) Employee Organizations on meet and confer matters; and (4) contract City employees, determine their availability and cost, engage a firm if possible, and return to the Council for a budget amendment and contract signing as required; and direct that the Rio Dell Employees' Association be given first priority for an updated MOU. Motion carried 4-0.

Approve Employment Agreement with new City Manager and authorize the Mayor to sign

Interim City Manager Stretch reviewed the terms of the contract for the new City Manager stating it was a standard employment agreement similar to that of other City Department Heads with the exception of a few conditions which he reviewed. He stated that Mr. Henrickson was very cooperative and amenable to the terms.

Councilmember Thompson pointed out that the word "paid" in reference to holidays be deleted. Interim City Manager Stretch said actually Item D. could be stricken from the contract as it wasn't really relevant with the City Manager position being a salaried position.

Motion was made by Marks/Dunker to approve the employment agreement as amended between the City of Rio Dell and the new City Manager, Ronald Henrickson effective May 17, 2010 and authorize the Mayor to sign the agreement. Motion carried 4-0.

PUBLIC PRESENTATIONS

None

REPORTS/STAFF COMMUNICATIONS

Interim City Manager Stretch reported on recent activities and meetings and reminded everyone of the May 11, 2010 meeting at the Monument Middle School to discuss the proposed Scotia annexation stating that flyers were mailed to both Rio Dell and Scotia residents; reported that new forms were created for lot line adjustments and major subdivisions and are currently being used; the information on Monument springs went to the title company for title search and mapping of the springs; and said the draft Open Container Ordinance was circulated for comments before placement on the next agenda.

Finance Director Beauchaine reported on recent activities in the finance department and said she was busy working on the development of the 2010-2011 Budget; with the auditors on the 2009-2010 audit; and reported that she had received the draft scope for Phase I of the Eel River Sawmills Brownfield Grant Project.

Councilmember Marks said the Council approved the Wildwood Ave. Paving and Pedestrian and Improvement Project and asked if funds would be allocated in the next budget for the design phase of the project; Beauchaine explained the Council approved Project I only and that the design was still in the planning stages. Interim City Manager Stretch explained the design phase would be done in another funding cycle and may be deferred pending the availability of funding. He said he would bring back to the Council an update at the next regular meeting.

Chief of Police Hill reported on recent activities in the police department and stated Officer Lungi had completed his field training and Officer Lopez had about a month before completion; one officer was still off work with a knee injury; and announced the department would be working in conjunction with the Community Resource Center and St. Joseph Health Services on May 15th on the Bike Rodeo.

Acting Public Works Director Jensen reported on recent activities in the public works department stating the Wastewater Solids and Disinfection Management Project was coming along as schedule; and reported on the bid opening for the Wildwood Ave. Paving and Pedestrian Project stating that there were four bids received with Mercer Fraser Construction coming in with the low bid followed by Argonaut Construction, Granite Construction and Bess

MAY 4, 2010 MINUTES
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Construction. He said staff would be coming back to Council on May 18th with a request to approve the Award of Bid.

Recycling Coordinator Ralston provided an update on upcoming events stating the annual spring clean-up day was to take place on May 8th and that a local church had volunteered to assist with the pick up of items for senior citizens.

She further stated the annual e-waste event was scheduled for June 18th by appointment only and on June 19th on a first come first served basis to take place at the City Downtown Parking Lot.

Lastly, Ralston thanked the police department for their assistance with the Girl Scouts and planting of trees on Earth Day stating the new trees planted at the Davis St. park will offer a beautiful canopy in ten years or so.

Mayor Woodall suggested the nuisance abatement officer hand out flyers to those residents who may need to take advantage of the spring clean-up event.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Dunker announced the League of California Cities meeting scheduled to be held in Ukiah was cancelled and announced on the ribbon cutting for three new businesses in the City; Docs Pizza, 101 Café, and Primo's Mexican Restaurant.

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

- 1) Conference with Labor Negotiator; the City's Designated Representative City Manager Jim Stretch Concerning Performance Evaluation – chief of Police Graham Hill – Report on Possible Salary Adjustment (Government Code Section 54957.6)
- 2) Real Property negotiations (Mozzetti) Property: 24 acre parcel Northwestern Ave. (APN 205-111-031 and a portion of 205-111-033) Agency Negotiator: Jim Stretch, City Manager. Under negotiation: Price, Terms and other Conditions (Government Code Section 54956.8)

Mayor Woodall announced the City Council would be recessing back into closed session to discuss the above noted items and asked for public comment. There being no public comment, the Council recessed into closed session at 7:28 P.M.

The regular meeting reconvened at 8:22 P.M. Motion was made by Dunker/Marks to approve a salary adjustment for Chief of Police Graham Hill of \$61,000 annually beginning May 1, 2010 and to extend his employment contract through September 30, 2010. Motion carried 4-0.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 8:25 P.M. to the May 11, 2010 Study Session at the Monument Middle School.

Julie Woodall, Mayor

Attest:

Karen Dunham, City Clerk

**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
May 18, 2010**

TO: Mayor and Members of the City Council

THROUGH: Jim Stretch, Interim City Manager

FROM: Stephanie Beauchaine, Finance Director

DATE: October 10, 2009

SUBJECT: **Annual Transportation Claim**

RECOMMENDATIONS

Authorize submission of the City's Annual Transportation Claim

BACKGROUND AND DISCUSSION

Annually the City submits a Transportation Claim to the Humboldt County Association of Governments to access its annual Transportation Development Act funds. The City has completed the required process including holding public hearing to receive input from the community. No input was received and the recommended proposal includes funds for the Humboldt Transit Authority in the amount of \$29,063 for transit services within the City, funds for Humboldt Senior Resource Center in the amount of \$6,250 for senior transportation services, and the balance of \$48,817 remaining for ongoing street maintenance and repairs.

BUDGETARY IMPACT

Total TDA funds of \$84,130.00

ATTACHMENTS:

Annual Transportation Claim 2010-2011

ANNUAL TRANSPORTATION CLAIM

Please check one: STATE TRANSIT ASSISTANCE
 TRANSPORTATION DEVELOPMENT ACT

TO: HUMBOLDT COUNTY ASSOCIATION OF GOVERNMENTS
235 Fourth Street, Suite F
Eureka, CA 95501

FROM: Claimant: City of Rio Dell
Address: 675 Wildwood Ave.
City: Rio Dell, CA Zip: 95562
Contact Person: Stephanie Beauchaine Phone: 707-764-3532

The The City of Rio Dell hereby requests, in accordance with Chapter 1400, Statutes 1971 and applicable rules and regulations, that its annual transportation claim be approved in the amount of \$ 84,130.00 for fiscal year 2010/2011 to be drawn from the local transportation fund of the County of Humboldt for the purposes and amounts shown on form TPA-2.

When approved, please transmit this claim to the County Auditor of the County of Humboldt for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan.

APPROVED:

By _____
Signature
Executive Officer, Humboldt County
Association of Governments
Approval Date _____

By _____
Claimant's Signature
Title _____
Submittal Date _____

ANNUAL PROJECT AND FINANCIAL PLAN

(Use additional forms as necessary)

BRIEFLY DESCRIBE ALL PROPOSED PROJECTS AND INDICATE PROPOSED EXPENDITURES OF YOUR JURISDICTION FOR THE ENSUING FISCAL YEAR FOR PUBLIC TRANSPORTATION OPERATING AND CAPITAL EXPENDITURES, RIGHT-OF-WAY ACQUISITION AND CONSTRUCTION OF LOCAL STREETS AND ROADS AND FACILITIES FOR THE EXCLUSIVE USE BY PEDESTRIANS AND BICYCLES. GIVE EACH PROJECT A TITLE AND NUMBER IN SEQUENCE

PROJECT TITLE & BRIEF DESCRIPTION	ARTICLE, SECTION OF ACT	PROJECT COST	SOURCES OF FUNDING
NO. <u>06-01</u> <u>HTA/RTS</u>	99260	\$29,063.00	TDA
<u>Share of costs</u>			
NO. <u>06-02</u>	94400(a)	\$ 6,250.00	TDA
<u>HSRC Share of cost</u>			
NO. <u>06-03</u>	94400(c)	\$48,817.00	TDA
<u>Street repair, construction & maintenance</u>			
NO. _____			

PROJECT TITLE & BRIEF DESCRIPTION	ARTICLE, SECTION OF ACT	PROJECT COST	SOURCES OF FUNDING
NO. _____			
NO. _____			
NO. _____			

A.	Total (TDA / STA) funds this claim	\$	<u>84,130.00</u>
B.	Total other funds (i.e., fares, fuel taxes)	\$	<u>0.00</u>
C.	Total transportation project expenditure	\$	<u>84,130.00</u>

CURRENT YEAR FUND STATUS REPORT

BRIEFLY DESCRIBE THE STATUS OF CURRENT FISCAL YEAR ANNUAL TRANSPORTATION CLAIM INCLUDING:

- A. PROJECT PROGRESS TO DATE.
- B. REVENUES RECEIVED AND EXPENDITURES TO DATE.
- C. PROJECTION OF A) AND B) ABOVE TO JULY 1.
- D. FUNDS RESERVED FOR FUTURE PURPOSES.

As of May 10, 2010 the City has received \$82,159.72, and
expended \$113,924.98 in TDA funds. These expenditures were
funded by current year revenues as well as by reserves. All
contract distributions for ongoing street repair, maintenance
and construction have been expended pursuant to the rules and
regulations of the Transportation Development Act.

CERTIFIED:

By _____

Title Finance Director

Date _____

ARTICLE 8 NON-TRANSIT CLAIMS

STATEMENT OF CONFORMANCE

The _____ hereby certified that the
(Claimant)
Annual Transportation Claim for fiscal year _____ in the amount of
\$ _____ conforms with the requirements of Article 8, Chapter
1400, Statutes 1971, Paragraph 99400(a), and applicable rules and regulations.

CERTIFIED:

By _____

Title _____

Date _____

STATE TRANSIT ASSISTANCE FUND CLAIMS

STATEMENT OF CONFORMANCE

TRANSIT OPERATOR ELIGIBILITY

	FY	FY
	_____	_____
System Operating Costs	_____	_____
System Revenues	_____	_____
System Vehicle Service Hours	_____	_____

CERTIFIED:

By _____
Title _____
Date _____

STAFF USE ONLY

Subsidy per revenue vehicle hour _____
Percent difference _____
Regional CPI _____

675 Wildwood Ave.
Rio Dell, CA 95562



**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA**

TO: Mayor and Members of the City Council
THROUGH: Jim Stretch, Interim City Manager
FROM: Karen Dunham, City Clerk
DATE: May 18, 2010
SUBJECT: Water Bill Claim Adjustment

RECOMMENDATION

The Council approves the water bill claim adjustment for Linda Freitas at 87 Berkeley St. in the amount of \$125.62.

BUDGETARY IMPACT

\$125.62 less revenue from the Water Fund

BACKGROUND AND DISCUSSION

This is a water bill adjustment claim for over \$100.00 which requires Council approval under Resolution No. 770. The average bill for this residence is \$36.05. The excessive use was the result of a leaky toilet. The customer repaired the leak by replacing the toilet float valve kit. The request is a 50% adjustment of the difference between the historical average use and the bill of \$287.29, which amounts to \$125.62.

ATTACHMENTS:

Water Bill Adjustment Claim Form
Utility Billing Summary Report
4/28/10 Water Bill

EXHIBIT "A" TO RESOLUTION NO. 770

CITY OF RIO DELL
WATER BILL ADJUSTMENT CLAIM FORM

Instructions

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

NAME OF CLAIMANT: Linda E. Freitas

MAILING ADDRESS OF CLAIMANT: 521 3rd Ave Rio Dell

ADDRESS OF WATER SERVICE: 87 Berkeley St # 4 Rio Dell

MONTH and REASON FOR EXCESSIVELY HIGH WATER BILL:

Toilet leak: was fix

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

I HAVE MADE THE FOLLOWING REPAIRS TO MY WATER SYSTEM:

yes I fix soon, i get the bill

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

I, Linda E. Freitas (Print name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was signed on Linda E. Freitas 2010, at Rio Dell, California.

May 3, 2010

Karen Dunham
City of Rio Dell - Witness

Signature of Claimant

This Side to be Completed by City Staff Only

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

Dates and locations of such claims: N/A

Claimants are allowed only ONE adjustment in any 24 month period

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

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

Are copies of receipts attached? No

What is the amount of the bill disputed? \$287.29

What is the claimant's average historical water bill? 7 units \$36.05

What is the difference? \$251.24 50% Credit amount is: \$125.62

Period used to calculate average water bill? Mar 09 - Mar 10

Note: Adjustments between \$10.00 and \$100.00 may be settled by the City Manager but may be submitted to the City Council, at the Managers sole discretion. Adjustments of \$100.00 or more must be approved by the City Council.

CITY MANAGER'S DISPOSITION:

APPROVE CLAIM Yes No

DENY CLAIM Yes No

Comments or Reason for Denial: _____

SUBMIT TO CITY COUNCIL Yes No

CM Signature: _____ Date: _____

CITY MANAGER'S RECOMMENDATION TO THE CITY COUNCIL:

APPROVE CLAIM _____ DENY CLAIM _____

COUNCIL ACTION (APPROVE/DENY) _____ DATE: _____

CITY OF RIO DELL U/B Summary Report

Name: LINDA FREITAS
Address: 521 THIRD AVE
 RIO DELL, CA 95562

Lookup: 1664

Location
 49 BERKELEY ST House Number 49 Direction
 BERKELEY ST Street
 49 BERKELEY ST/1-1420 Description

Serial Number
 03031761 Digits 8 Multiplier 1 Sequence
 1421 Description

Location
 87 BERKELEY ST House Number 87 Direction
 BERKELEY ST Street
 87 BERKELEY ST/1-280 Description

Serial Number
 03031763 Digits 8 Multiplier 1 Sequence
 0281 Description

	4/28/2010	3/29/2010	2/26/2010	1/28/2010	12/29/2009	11/25/2009	10/27/2009	9/28/2009	8/27/2009	7/28/2009
Beginning Balance	412.72	375.62	367.12	358.64	343.80	354.40	446.71	405.22	422.18	397.58
Sewer	233.52	233.52	233.52	233.52	233.52	233.52	233.52	291.90	254.65	254.65
Consumption	106	38	26	23	18	12	17	23	21	29
Water	391.20	179.20	142.10	133.60	125.12	110.28	120.88	154.81	150.57	167.53
Consumption	106	38	26	23	18	12	17	23	21	29
Water (2008 Summer Incentive)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Payments	142.15	270.57	268.45	107.17	94.43	272.69	276.93	81.71	259.97	83.83
Activity Date	4/05/2010	4/05/2010	3/03/2010	3/03/2010	2/03/2010	2/03/2010	1/04/2010	1/04/2010	12/02/2009	12/02/2009
Ending Balance	624.72	412.72	375.62	367.12	358.64	343.80	354.40	446.71	405.22	422.18

	4/28/2010	3/29/2010	2/26/2010	1/28/2010	12/29/2009	11/25/2009	10/27/2009	9/28/2009	8/27/2009	7/28/2009
03031761	1044	1025	1010	996	980	962	952	938	921	906
Reading Date	4/28/2010	3/29/2010	2/26/2010	1/28/2010	12/29/2009	11/25/2009	10/27/2009	9/28/2009	8/27/2009	7/28/2009
Consumption	19	15	14	16	18	10	14	17	15	18
Days	30	31	29	30	34	29	29	32	30	32

	4/28/2010	3/29/2010	2/26/2010	1/28/2010	12/29/2009	11/25/2009	10/27/2009	9/28/2009	8/27/2009	7/28/2009
03031763	839	752	729	717	710	710	708	705	699	693
Reading Date	4/28/2010	3/29/2010	2/26/2010	1/28/2010	12/29/2009	11/25/2009	10/27/2009	9/28/2009	8/27/2009	7/28/2009
Consumption	87	23	12	7	0	2	3	6	6	11
Days	30	31	29	30	34	29	29	32	30	32

June 7 units
 May 9 units
 Apr 10 units
 Mar 6 units

CITY OF RIO DELL
 675 WILDWOOD AVE. * RIO DELL, CA 95562 * (707) 764-3532

SERVICE FROM	SERVICE TO	CUSTOMER NO.
3/29/2010	4/28/2010	1664

SERVICE ADDRESS
 87 BERKELEY ST

PRIOR RDG	CURRENT RDG	CONSUMED
752	839	87

PREVIOUS BALANCE	0.00
Water	287.29
Sewer	58.38

BILLING DATE	DUE DATE	TOTAL DUE
4/28/2010	5/26/2010	345.67

FIRST-CLASS MAIL PRESORTED POSTAGE+FEES PAID RIO DELL, CA PERMIT NO. 1
CUSTOMER NUMBER 1664
TOTAL DUE 345.67

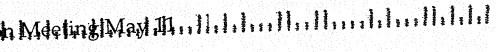
Property #: 87 BERKELEY ST

RETURN THIS STUB WITH PAYMENT

RETURN SERVICE REQUESTED

MAIL TO:
 LINDA FREITAS
 521 THIRD AVE
 RIO DELL, CA 95562

Spring Clean-Up May 8/Scotia And Texas Meeting May 11



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



TO: Honorable Rio Dell City Council
FROM: Jim Stretch, Interim City Manager
DATE: May 18, 2010
SUBJECT: Employment agreement with Graham Hill, Chief of Police

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the attached employment agreement with Graham Hill, Chief of Police.

BACKGROUND AND DISCUSSION

On May 4, 2010 the City Council and Interim City Manager conducted a performance evaluation in closed session with Chief Hill. At the conclusion of the session it was reported-out in open session that the salary for the Chief, in part as the result of the performance evaluation and partly due to the compression of his salary in relation to his subordinates, was increased from approximately \$56,500 to \$61,000 annually.

The attached employment agreement reflects that change as well as added language in anticipation of the City entering into an agreement with the Public Employees' Retirement System (PERS), which could be as soon as July 17, 2010. There are also a number of minor amendments to make the agreement more precise and readable.

And last, the agreement is extended only through September 30, 2010. This short term extends the contract beyond the proposed effective date for the PERS benefit election and beyond the due date of the Cooperative Personnel Services study on employee classifications and total compensation. At that time the Council may make any further mutually agreeable adjustment, including extending the contract out 12 months or so.

Chief Hill is in agreement with this recommendation.

AGREEMENT

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Graham G. Hill**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said Graham G. Hill as **CHIEF OF POLICE** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Chief of Police of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **GRAHAM G. HILL** as **CHIEF OF POLICE** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2. TERM

The term of this agreement shall be from May 1, 2010 through September 30, 2010 and may be extended by mutual agreement. This Agreement may be dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superceded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

In the event the Employer gives said Employee ninety (90) day written notice of termination, the City has the option to require the Employee to remain at his position for a period of ninety (90) days from date of said Notice of Termination or may require Employee to refrain from performing said duties in which event, the Employee shall be paid his regular monthly salary for a period of ninety (90) days from the date of Notice of Termination, unless the termination is for cause.

SECTION 3. SUSPENSION, DEMOTION OR REMOVAL

The Peace Officer Bill of Rights shall be followed by City in the event of suspension, demotion or dismissal.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident or injury that is not job related, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a

thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. RESIDENCE

Employer encourages Employee to reside within the city limits of Rio Dell. As an incentive, employer agrees to include in employee's compensation package the waiver of the City's basic monthly water and wastewater rates. Employee agrees to pay for the use above the monthly rate as billed.

SECTION 6. SALARY

Employer agrees to pay Employee for his services rendered an annual salary of Sixty One Thousand Dollars (\$61,000.00). Salary shall be paid in installments at the same time as other employees of Employer are paid. Salary adjustments may be negotiated throughout the term of Employee's employment with Employer at mutually agreed upon times, no later than three years from the starting date of this agreement.

SECTION 7. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee on an annual basis and prior to the employee's anniversary date, using such procedures as he deems appropriate. From time to time the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance review.

SECTION 8. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside normal office hours to the business of Employer and shall be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager in consideration of the annual salary above defined. Employee shall at all times during this period be considered a bona fide executive, administrative, or professional capacity under federal or State of California law.

SECTION 9. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 10. AUTOMOBILE

Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee may take the vehicle home at night to expedite response time to a call when necessary. Employee will not use the City vehicle for personal use without prior permission from the City Manager.

SECTION 11. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive time off annually. Employee may be paid any unused Executive Leave Time up to a maximum amount of forty hours at the first pay period of December each fiscal year. Employee will retain any accrued sick leave and vacation time for his prior years of service and will accrue sick leave and vacation time pursuant to the City's current practice for the remaining term of his employment. The taking of vacation and executive leave time shall be coordinated with and approved by the City manager, who shall not unreasonably withhold his approval.

SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee. Employee shall submit an itemization schedule of his out-of-pocket expenses in writing in the form of a purchase order for payment.

SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Employer agrees to continue to provide hospitalization, surgical, medical, dental and vision insurance for Employee and his spouse and dependents. The limit of the Employer responsibility is the same as for other Employees of the organization.

SECTION 14. DEFERRED COMPENSATION

The Employer does not yet participate in the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to ten percent (10%) of the Employee's salary to the Deferred Compensation Plan until such time as the City contracts for the PERS retirement plan for Safety members and it becomes effective. Thereafter, the ICMA (457) Plan shall become an employee only contribution plan.

SECTION 15. LIFE INSURANCE

A term life insurance policy in the amount of Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee.

SECTION 16. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective May 1, 2010 and shall remain in effect for the term of Employee's employment with Employer and subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 17. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as CHIEF OF POLICE. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 18. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. DUES AND SUBSCRIPTIONS

Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his contribution and participation in the:

- 1). California Police Officer's Association; and
- 2). California Police Chief's Association
- 3). Law Enforcement Chief's Association of Humboldt

Employee shall distribute to and share with the City Manager written material and information distributed by the above associations.

SECTION 20. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training provided by the California Peace Officer's Association, The California Police Chief's Association, and the California Commission on Peace Officer Standards and Training.

Employee is encouraged to Enroll in and complete the POST Management Course and the POST Executive Course as time permits.

SECTION 21. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 22. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employee may receive a no interest loan of up to one thousand dollars (\$1,000.00) each fiscal year for the purpose of purchasing law enforcement equipment. The loan will be paid back within a twelve month period by means of a pay-role deduction where the total amount of the loan will be divided by twenty-six pay periods. Should employment the remaining amount will be deducted from employee's final pay check at the time of separation from employment. If there is an outstanding balance remaining after deduction from the final pay check, the Employee shall make arrangements with City to insure total reimbursement within three (3) months after separation.

The City Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee.

SECTION 24. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell Police Department
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager and Mayor, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

EMPLOYEE

Graham G. Hill, Employee Date

EMPLOYER

Jim Stretch, Interim City Manager Date

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



TO: Honorable Rio Dell City Council
FROM: Jim Stretch, Interim City Manager
DATE: May 18, 2010
SUBJECT: Employment agreement with Stephanie Beauchaine, Director of Finance

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the attached employment agreement with Finance Director Stephanie Beauchaine.

BACKGROUND AND DISCUSSION

The employment agreement with Stephanie Beauchaine, Finance Director, expires on June 30, 2010. In anticipation of the Public Employees' Retirement System election; the Cooperative Personnel Services study on employee classifications and comparative total compensation results, and negotiations for a cost-of-living adjustments for 2010-2011, the agreement has been extended for the period of July 1 through September 30, 2010 to basically let the dust settle.

The amended agreement includes language to cover the possible entry to PERS, whereby the City's contribution to the ICMA deferred compensation (457) plan presently at 10% of salary, would be reduced to 7.5% under PERS. Therefore, when PERS goes into effect, the Finance Director's salary would increase 2.5% to keep the benefit neutral.

Before the end of September 2010 the Council may make any further mutually agreeable adjustment as noted above, including extending the contract out 12 months or so.

Ms. Beauchaine is in agreement with this recommendation.

**CITY OF RIO DELL
FINANCE DIRECTOR
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Stephanie Beauchaine**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said Stephanie Beauchaine as **Finance Director** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Finance Director of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **Stephanie Beauchaine as Finance Director** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Manager shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect through September 30, 2010 or until Employee's term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract set forth herein the Finance Director shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Finance Director in the performance of the powers and duties of his office. In the case of termination the Finance Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. "Severance" shall be paid according to the following schedule:

Years of Continuous

Service

Severance Pay

0-1 year	2 months
1-2 years	3 months
2-3 years	4 months
3-4 years	5 months

b. **Severance exception.** Should the Finance Director be terminated for cause or as a result of a conviction or plea of no contest to a felony, no severance pay would be provided upon termination. If the Finance Director voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for her services rendered an annual salary of Forty Nine Thousand Five Hundred Dollars (49,500.00) per year, payable in installments at the same time as other employees of Employer are paid. A 3% salary increase will be payable on the first anniversary date of the executed contract, with an additional 3% increase payable on the second annual anniversary. An additional 2.491% salary increase shall be payable effective on the day the PERS contract becomes effective for miscellaneous employees.

SECTION 6. PERFORMANCE EVALUATION

The City Manager shall review and evaluate the performance of the Employee after one year of service as Finance Director, and each subsequent year prior to the employee's anniversary date, using such procedures as he/she determines appropriate. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives determined necessary for the proper operation of the Department and City. In the attainment of policy objectives, the relative priority among those various goals and objectives, shall be reduced to writing and considered as part of the annual performance review.

SECTION 7. HOURS OF WORK

It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off other than forty (80) hours of executive leave. Employer through the City

Manager agrees to accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior approval of the City Manager.

SECTION 9. AUTOMOBILE

Employee's duties require that she shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each year. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold his/her approval.

Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave 8 hours each calendar month, and vacation time as follows:

<u>Years of Service</u>	<u>Accumulation</u>
One to three (1-3)	80 hours
Three to ten (3-10)	120 hours
Ten to fifteen (10-15)	160 hours
Fifteen to Twenty (15-20)	200 hours

Employee shall also be entitled to the same paid holidays granted to the Rio Dell Employees' Association.

SECTION 11. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee is contactable at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Employer agrees to provide hospitalization, surgical, medical, dental and vision insurance for Employee and his spouse and dependents. The limit of the Employer responsibility is the same as for other Employees of the organization.

SECTION 13. DEFERRED COMPENSATION

The Employer does not participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to ten percent (10%) of the Employee's salary to the Deferred Compensation Plan until such time as the PERS for miscellaneous members becomes effective. Thereafter, the ICMA (457) Plan shall become an employee only contribution plan

SECTION 14. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Twenty Five Thousand Dollars (\$25,000.00) shall be provided by the Employer for the Employee.

SECTION 15. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective May1, 2010 and shall remain in effect through September 30, 2010, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Finance Director. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 17. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the Finance Director has first secured prior authorization and approval for said travel and training expenses from City Manager.

SECTION 21. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Manager shall fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 24. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE


Stephanie Beauchaine, Finance Director Date

EMPLOYER

Jim Stretch, Interim City Manager Date

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



TO: Honorable Rio Dell City Council
FROM:  Jim Stretch, Interim City Manager
DATE: May 18, 2010
SUBJECT: Employment agreement with Randy Jensen, Water Wastewater Superintendent

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the attached employment agreement with Water Wastewater Superintendent Randy Jensen

BACKGROUND AND DISCUSSION

The employment agreement with Randy Jensen, Water Wastewater Superintendent, expires on June 30, 2010. In anticipation of the Public Employees' Retirement System election; the Cooperative Personnel Services study on employee classifications and comparative total compensation results, and negotiations for cost - of - living adjustments for 2010-2011, the agreement is recommended to be extended for the period of July 1 through September 30, 2010 to basically let the dust settle.

The amended agreement includes language to cover the possible entry to PERS, whereby the City's contribution to the ICMA deferred compensation (457) plan presently at 8% of salary, would be reduced to 7.509% under PERS. Therefore, when PERS goes into effect, the Water Operator's salary would increase 0.491% to keep the benefit neutral.

Before the end of September 2010 the Council may make any further mutually agreeable adjustment as noted above, including extending the contract out 12 months or so.

Randy Jensen is in agreement with this recommendation.

**CITY OF RIO DELL
WATER/WASTEWATER SUPERINTENDENT
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the “Employer” and **Randy Jensen**, hereinafter referred to as “Employee”, both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said **Randy Jensen** as **Water/Wastewater Superintendent** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Water/Wastewater Superintendent of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **Randy Jensen as Water/Wastewater Superintendent** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Public Works Director shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect through September 30, 2010 or until Employee’s term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee’s term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract is set forth herein the Water/Wastewater Superintendent shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new Public Works Director. The purpose of this provision is to allow any newly appointed Public Works Director to directly observe the actions and ability of the Water/Wastewater Superintendent in the performance of the powers and duties of his office. In the case of termination the Water/Wastewater Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. “Severance” shall be paid according to the following schedule:

**Years of Continuous
Service**

Severance Pay

0-1 year	2 months
1-2 years	3 months
2-3 years	4 months
3-4 years	5 months

b. **Severance exception.** Should the Water/Wastewater Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay would be provided upon termination. If the Water/Wastewater Superintendent voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for his services rendered an annual salary of \$48,048.00 starting July 1st 2007 and payable in installments at the same time as other employees of Employer are paid. Employer agrees to a 3% increase effective on July 1st in 2008 and in 2009 based upon employee performance. An additional 0.491% salary increase shall be payable effective on the day the PERS contract becomes effective for miscellaneous employees. Employer may adjust said base salary and/or other benefits of Employee in such amounts and to such extent as the Employer may determine desirable on the basis of a salary review of said Employee made at such times as the Employer may deem appropriate.

SECTION 6. PERFORMANCE EVALUATION

The Public Works Director shall review and evaluate the performance of the Employee after one year of service as water/wastewater superintendent, and each subsequent year as determined by the Public Works Director. From time to time as may mutually be deemed appropriate, the Public Works Director and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK

It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the Public Works Director. Employee shall receive no overtime pay or compensatory time off.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

No Restrictions.

SECTION 9. AUTOMOBILE

Employee's duties require that she/he shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each year. Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month, and vacation time as follows:

<u>Years of Continuous Service</u>	<u>Accumulation</u>
One to three (1-3)	80 hours
Three to ten (3-10)	120 hours
Ten to fifteen (10-15)	160 hours
Fifteen to Twenty (15-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee, including a \$500.00 annual clothing allowance as may be approved by the Employer. Employee shall submit an itemization schedule of his out-of-pocket expenses to the Public Works Director in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be

contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Employer agrees to provide Employee \$50.00 per pay period in lieu of medical insurance for Employee and his spouse and dependents.

SECTION 13. DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to eight percent (8%) of the Employee's salary to the Deferred Compensation Plan until such time as the PERS for miscellaneous employees becomes effective. Thereafter, the ICMA (457) Plan shall become an employee only contribution plan.

SECTION 14. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Twenty Five Thousand Dollars (\$25,000.00) shall be provided by the Employer for the Employee.

SECTION 15. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective May 1, 2010 and shall remain in effect through September 30, 2010, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Water/Wastewater Superintendent. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 17. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the Public Works Director written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the Public Works Director.

SECTION 20. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the Public Works Director has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Public Works Director may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 24. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee

- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE


Jensen Randy, Water/Wastewater Sup. Date

EMPLOYER

Jim Stretch, Interim City Manager Date

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



TO: Honorable Rio Dell City Council
FROM:  Jim Stretch, Interim City Manager
DATE: May 18, 2010
SUBJECT: Employment agreement with Rick Chicora, Wastewater Superintendent

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the attached employment agreement with Wastewater Superintendent Rick Chicora

BACKGROUND AND DISCUSSION

The employment agreement with Rick Chicora, Wastewater Superintendent, expires on June 30, 2010. In anticipation of the Public Employees' Retirement System election; the Cooperative Personnel Services study on employee classifications and comparative total compensation results, and negotiations for cost - of - living adjustments for 2010-2011, the agreement is recommended to be extended for the period of July 1 through September 30, 2010.

The amended agreement includes language to cover the possible entry to PERS, whereby the City's contribution to the ICMA deferred compensation (457) plan presently at 8% of salary, would be reduced to 7.509% under PERS. Therefore, when PERS goes into effect, the Water Operator's salary would increase 0.491% to keep the benefit neutral.

Before the end of September 2010 the Council may make any further mutually agreeable adjustment as noted above, including extending the contract out 12 months or so.

Rick Chicora is in agreement with this recommendation.

**CITY OF RIO DELL
WASTEWATER SUPERINTENDENT
CONTRACT AGREEMENT**

This employment agreement, is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **JOHN R. CHICORA JR.**, hereinafter referred to as "Employee", both of whom understand as follows:

WHEREAS, Employer desires to employ the services of said **John R. Chicora** as **Wastewater Superintendent** of the City of Rio Dell; and

WHEREAS, it is the desire of the **EMPLOYER**, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the Wastewater Superintendent of the said City;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer hereby agrees to employ **John R. Chicora** as **Wastewater Superintendent** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Public Works Director shall from time to time assign.

SECTION 2. TERM

This Agreement shall remain in effect through September 30, 2010 or until Employee's term of employment is dissolved per the description provided in Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with thirty (30) days of notice prior to resignation. This Agreement may be superseded by subsequent agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Limitation on Termination.** Notwithstanding any other provisions of this contract is set forth herein the Wastewater Superintendent shall not be removed from office, during, or within a ninety (90) day period following the appointment of a new Public Works Director. The purpose of this provision is to allow any newly appointed Public Works Director to directly observe the actions and ability of the Wastewater Superintendent in the performance of the powers and duties of his office. In the case of termination the Wastewater Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time. "Severance" shall be paid according to the following schedule:

Years of Continuous

Service

Severance Pay

0-1 year	2 months
1-2 years	3 months
2-3 years	4 months
3-4 years	5 months

b. **Severance exception.** Should the Wastewater Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony, no severance pay would be provided upon termination. If the Wastewater Superintendent voluntarily left employment with the City of Rio Dell no severance pay would be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL

The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell pursuant to Section 2 above or to the provisions of City of Rio Dell ordinances.

SECTION 4. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, Employer shall have the option to terminate this Agreement subject to the pay requirements of Section 2 above. However, Employee shall be compensated for accrued vacation, holidays, and other accrued benefits.

SECTION 5. SALARY

Employer agrees to pay Employee for his services rendered an annual salary of \$45,675.00 starting July 1st 2007 and payable in installments at the same time as other employees of Employer are paid. Employer agrees to a 3% increase effective on July 1st in 2008 and in 2009 based upon employee performance. An additional 0.491% salary increase shall be payable effective on the day the PERS contract becomes effective for miscellaneous employees. Employer may adjust said base salary and/or other benefits of Employee in such amounts and to such extent as the Employer may determine desirable on the basis of a salary review of said Employee made at such times as the Employer may deem appropriate.

SECTION 6. PERFORMANCE EVALUATION

The Public Works Director shall review and evaluate the performance of the Employee after one year of service as Wastewater Superintendent, and each subsequent year as determined by the Public Works Director. From time to time as may mutually be deemed appropriate, the Public Works Director and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK

It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the Public Works Director. Employee shall receive no overtime pay or compensatory time off.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

No Restrictions.

SECTION 9. AUTOMOBILE

Employee's duties require that she/he shall have the use at all times during her employment with Employer an automobile to perform Employer's business. Employee's use of her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

Employee will receive eighty (80) hours of executive leave each year. Employee may be paid any unused portion on the first pay period of December and/or the first pay period of June. Employee will accrue sick leave at 8.00 hours each calendar month, and vacation time as follows:

<u>Years of Continuous Service</u>	<u>Accumulation</u>
One to three (1-3)	80 hours
Three to ten (3-10)	120 hours
Ten to fifteen (10-15)	160 hours
Fifteen to Twenty (15-20)	200 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees' Association.

SECTION 11. WORK RELATED EXPENSES REIMBURSEMENT

Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee, including a \$500.00 annual clothing allowance as may be approved by the Employer. Employee shall submit an itemization schedule of his out-of-pocket expenses to the Public Works Director in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee can be contacted at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT

Employer agrees to provide hospitalization, surgical, medical, dental and vision insurance for Employee and his spouse and dependents. Coverage will be paid at the rate of 100% for the employee and 70% for the employee's spouse and dependents.

SECTION 13. DEFERRED COMPENSATION

The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to eight percent (8%) of the Employee's salary to the Deferred Compensation Plan until such time as the PERS for miscellaneous employees becomes effective. Thereafter, the ICMA (457) Plan shall become an employee only contribution plan.

SECTION 14. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Twenty Five Thousand Dollars (\$25,000.00) shall be provided by the Employer for the Employee.

SECTION 15. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective May 1, 2010 and shall remain in effect through September 30, 2010, subject to changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 17. BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSCRIPTIONS

Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the Public Works Director written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING

Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the Public Works Director.

SECTION 20. TRAVEL EXPENSES

Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the Public Works Director has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES

Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Public Works Director may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

EMPLOYEE

**Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 24. GENERAL PROVISIONS

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
- C. This Agreement shall become effective commencing immediately, subject to Section 15 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE

John R. Chicora, Wastewater Superintendent Date


EMPLOYER


Jim Stretch, Interim City Manager Date



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

TO: Honorable Rio Dell City Council

THROUGH:  Jim Stretch, Interim City Manager

FROM:  Randy Jensen, Acting P.W. Director

DATE: May 13, 2010

SUBJECT: Award of Wildwood Ave Paving and Pedestrian Project construction contract to low bid Mercer-Fraser Co.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Award the Wildwood Avenue Paving and Pedestrian Improvement Project to low bidder Mercer-Fraser Co. (construction contract \$517,673), and
2. Authorize the City Manager to sign the attached Notice of Award, and
3. Authorize the City Manager to sign the Contract Agreement, once the contractor has furnished the required bonds and evidence of insurance.

BACKGROUND AND DISCUSSION:

Bids were advertised for the Wildwood Avenue Paving and Pedestrian Improvement Project on March 25, 2010. The Bid opening for the Project was held at Winzler & Kelly's office on April 27, 2010 and four competitive bids were received. Mercer-Fraser Company from Eureka had the low bid of \$517,673 and the high bid was \$619,727.90.

BUDGETARY IMPACT:

This project was planned to be funded with \$576,000 from American Reinvestment and Recovery Act funds and \$185,000 of local Prop 1B City funds, for a total \$761,000. Assuming a 10% contingency fund for the project, \$89,560 of Prop 1B monies can be reallocated for another purpose.

MEMORANDUM

TO: Rio Dell City Council
Randy Jensen, Public Works

Jim Stretch, City Manager
Stephanie Beauchaine, Finance Director

FROM: Merritt Perry, Project Manager *MP*

DATE: May 12, 2010

RE: Recommendation of Award of Wildwood Avenue Paving and Pedestrian Improvement Project

JOB #: 0106109009

Bids were advertised for the Wildwood Avenue Paving and Pedestrian Improvement Project on March 25, 2010. The Bid opening for the Project was held at Winzler & Kelly's office on April 27, 2010. The bidder participation was good and included four bids with very competitive bid results. A bid tabulation summarizing the bid results for all bids received is attached.

Mercer-Fraser Company from Eureka had the low bid of \$517,673. There were no additive bid schedules or bid alternates included for this project. The following table illustrates the anticipated project budget, including project components and anticipated budget for each component as developed by the City's Finance Director and the Public Works Director:

Anticipated Project Budget

Project Component	Budget Amount
Recommended Construction Contract Amount	\$517,673
Winzler & Kelly Construction Management Services	\$87,000
Anticipated Materials Testing Contract with SHN	\$15,000
Contingency	\$141,327
Total Construction Budget	\$761,000

As shown in the table, if the base bid is awarded to Mercer-Fraser Company, approximately 27% would remain for contingencies (\$141,327). Typically between 10% and 20% of the construction budget is set aside for contingency, depending on the complexity of the job and the potential for changes. There may also be the possibility of using the contingency funds to increase the area of paving or other improvements consistent with the project description if they are not used for other unanticipated purposes. This project was programmed to be funded with \$576,000 from

American Reinvestment and Recovery Act funds and \$185,000 from a local match from City Prop 1B funds. Any amount not used by the City for this project will reduce the amount of City Prop 1B funds and allow those funds to be used for other City transportation projects.

The City has a contract Underutilized Disadvantaged Business Enterprises UDBE goal of 3% for this Project. Mercer-Fraser claimed 4% UDBE participation for the project, which exceeds the City's goal. Winzler & Kelley reviewed Mercer-Fraser's Bid and have conducted an analysis of their good faith effort to include UDBE for the project. Their bid appears to be responsive and the UDBEs included in the project are willing and available to participate on the Project. Winzler & Kelly has reviewed Mercer-Fraser's license and bonding information and it appears to be current and up to date. Mercer-Fraser Co. has been in business for over 100 years and has satisfactorily performed on similar projects in Humboldt County in the past.

Therefore, we recommend that the City award the Wildwood Avenue Paving and Pedestrian Improvement Project to Mercer-Fraser Co., authorize the City Manager to sign the attached Notice of Award, and sign the Contract Agreement once the contractor has furnished the required bonds and evidence of insurance.

Assuming the project is awarded on May 18, 2010, the anticipated schedule for construction is as follows:

- Council to Award 5/18
- Notice of Award to Contractor 5/19
- Bonds, Insurance and Agreement from Contractor Due to City 6/3 (15 days allowed)
- City to Sign Contract Agreement 6/10 (7 days allowed from receipt of Agreement, Bonds and Insurance)
- Conduct Pre-construction Meeting and Issue Notice to Proceed 6/21
- Start Construction 7/1 (10 days allowed from Notice to Proceed)
- End Construction 9/9 (70 days, no work allowed during Wildwood Days Fri-Sunday, 7/30, 7/31, 8/1)

We look forward to working with City staff to complete another successful construction project for the benefit of the citizens of Rio Dell. If you have any questions regarding this project, please feel free to contact me at (707) 443-8326.

**City of Rio Dell
Wildwood Avenue Paving and Pedestrian Improvement Project
Bid Results
Bid Opening April 27, 2010 - 2:00 PM**

BASE BID ITEMS Item No.	Description	Quantity	Units	Mercer-Fraser		Granite Construction		Thomas R. Bess Construction		Argonant Constructors	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Mobilization/Demobilization	1	LS	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$54,000.00	\$54,000.00	\$48,700.00	\$48,700.00
2	Construction Area Signs	13	EA	\$200.00	\$2,600.00	\$164.00	\$2,132.00	\$164.00	\$2,132.00	\$270.00	\$3,510.00
3	Traffic Control	1	LS	\$23,000.00	\$23,000.00	\$29,195.00	\$29,195.00	\$30,000.00	\$30,000.00	\$8,000.00	\$8,000.00
4	Storm Water Pollution Prevention	1	LS	\$500.00	\$500.00	\$400.00	\$400.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
5	Adjust Utility Cover to Grade	37	EA	\$350.00	\$12,950.00	\$306.00	\$11,322.00	\$350.00	\$12,950.00	\$330.00	\$12,210.00
6	Adjust Existing Manhole Cover to Grade	7	EA	\$375.00	\$2,625.00	\$315.00	\$2,205.00	\$500.00	\$3,500.00	\$500.00	\$3,500.00
7	Type G1 Drainage Inlet	1	EA	\$5,000.00	\$5,000.00	\$3,400.00	\$3,400.00	\$5,570.00	\$5,570.00	\$4,700.00	\$4,700.00
8	Cold Plane Asphalt Concrete (0.20' Maximum)	5620	SY	\$2.50	\$14,050.00	\$4.00	\$22,480.00	\$4.25	\$23,885.00	\$2.00	\$11,240.00
9	Remove Concrete Curb, Gutter, and Sidewalk	650	SY	\$15.00	\$9,750.00	\$25.00	\$16,250.00	\$22.00	\$14,300.00	\$22.00	\$14,300.00
10	Class II Aggregate Base	113	CY	\$55.00	\$6,215.00	\$150.00	\$16,950.00	\$60.00	\$6,780.00	\$190.00	\$21,470.00
11	Replace Asphalt-Concrete Surfacing	105	CY	\$200.00	\$21,000.00	\$350.00	\$36,750.00	\$250.00	\$26,250.00	\$250.00	\$26,250.00
12	Subgrade Repair	864	SF	\$35.00	\$30,240.00	\$20.00	\$17,280.00	\$15.00	\$12,960.00	\$5.00	\$4,320.00
13	Crack Seal Treatment	26846	LF	\$0.50	\$13,423.00	\$0.58	\$15,570.68	\$0.60	\$16,107.60	\$0.60	\$16,107.60
14	Asphalt Concrete (Leveling Coarse, Type A 1/2" Max. 1/2" Thk.)	433	Ton	\$86.00	\$37,238.00	\$106.00	\$45,898.00	\$130.00	\$56,290.00	\$97.00	\$42,001.00
15	Asphalt Concrete (Overlay, Type A 3/4" Max., 0.15' Min. Thk.)	1545	Ton	\$83.00	\$128,235.00	\$102.00	\$157,590.00	\$95.00	\$146,775.00	\$85.00	\$131,325.00
16	Pavement Reinforcing Fabric	15450	SY	\$6.00	\$92,700.00	\$5.97	\$92,236.50	\$5.90	\$91,155.00	\$5.50	\$84,975.00
17	Concrete Curb and Gutter (Type A2-6)	719	LF	\$31.00	\$22,289.00	\$25.00	\$17,975.00	\$36.00	\$25,884.00	\$35.00	\$25,165.00
18	Minor Concrete (Sidewalks/Gutter Depressions/Valley Gutter)	35	CY	\$650.00	\$22,750.00	\$385.00	\$13,475.00	\$525.00	\$18,375.00	\$429.00	\$15,015.00
19	Minor Concrete (Curb Ramps/Driveway Flares)	45	CY	\$650.00	\$29,250.00	\$385.00	\$17,325.00	\$800.00	\$36,000.00	\$426.00	\$19,170.00
20	Detectable Warning Surface (Truncated Domes)	453	SF	\$35.00	\$15,855.00	\$35.00	\$15,855.00	\$30.00	\$13,590.00	\$35.00	\$15,855.00
21	Thermoplastic Pavement Markings	1924	SF	\$5.00	\$9,620.00	\$5.00	\$9,620.00	\$5.00	\$9,620.00	\$5.00	\$9,620.00
22	4-Inch Thermoplastic Traffic Stripe	5865	LF	\$0.60	\$3,519.00	\$0.62	\$3,636.30	\$0.62	\$3,636.30	\$0.60	\$3,519.00
23	8-Inch Thermoplastic Traffic Stripe	200	LF	\$0.60	\$120.00	\$0.62	\$124.00	\$0.62	\$124.00	\$0.60	\$120.00
24	Pavement Marker (Retroreflective)	166	EA	\$9.00	\$1,494.00	\$9.00	\$1,494.00	\$9.00	\$1,494.00	\$9.00	\$1,494.00
25	Reset Roadside Sign, 1-Post	7	EA	\$150.00	\$1,050.00	\$250.00	\$1,750.00	\$200.00	\$1,400.00	\$250.00	\$1,750.00
26	Remove Existing Bulletin Sign Post	1	EA	\$200.00	\$200.00	\$150.00	\$150.00	\$500.00	\$500.00	\$250.00	\$250.00
27	Relocate Existing Fire Hydrant	1	EA	\$6,000.00	\$6,000.00	\$2,900.00	\$2,900.00	\$3,950.00	\$3,950.00	\$3,600.00	\$3,600.00
				\$517,673.00		\$559,963.48		\$619,727.90		\$531,666.60	
BASE BID TOTAL											

NOTICE OF AWARD

TO: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA 95502-1006
Attn: Justin Zabel

PROJECT Description:

City of Rio Dell, Wildwood Avenue Paving and Pedestrian Improvement Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated March 25, 2010 and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 517,673.00

You are required by the Information for BIDDERS to execute the Agreement and furnish the required Contractor's certificates of insurance within fifteen (15) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said INSURANCE within fifteen (15) days from the date of receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2010

Owner City of Rio Dell

By _____ Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:


This the _____ day of _____, 2010.

By _____ Title _____

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



TO: Honorable Rio Dell City Council

FROM:  Jim Stretch, Interim City Manager

DATE: May 18, 2010

SUBJECT: Resolutions of Intent declaring the agency's intent to enter into a contract with CalPERS for Miscellaneous and Safety employees, and public hearing on adoption of Ordinance 268-2010 to contract with CalPERS for retirement benefits.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open the public hearing on Ordinance 268-2010 to contract with CalPERS for retirement benefits for both miscellaneous and safety employees: waive the full reading of the Ordinance (by title only) and accept public testimony, and
2. Approve the attached Resolution of Intent (# 1077) declaring the City of Rio Dell's intent to enter into a contract with CalPERS to provide (2% @60 Supplemental) retirement benefits for the City's Miscellaneous employees, and
3. Approve the attached Resolution of Intent (#1078) declaring the City of Rio Dell's intent to enter into a contract with CalPERS to provide (2% @55 Supplemental) retirement benefits for the City's Safety employees (law enforcement); and
4. Schedule the second reading of Ordinance 268-2010 for a June 8, 2010 special meeting of the City Council.

BACKGROUND AND DISCUSSION

In accordance with the Memorandum of Understanding with the Rio Dell Police Officer Association, a request was sent to CalPERS on December 17, 2010 to initiate the actuarial valuations for the 7 safety members (sworn peace officers) in the police department. The miscellaneous employees (all other employees other than peace officers) bargaining unit was also included as an option. The actuarial analysis was conducted for each unit and the results were received on March 10, 2010.

Generally speaking, the CalPERS plan for both safety and miscellaneous employees requires an employee contribution of 7% of salary. The employer's contribution for miscellaneous employees is 7.509% of salary and 11.553% for safety members. The benefits and assumption for safety members are higher than miscellaneous members, thus a higher cost.

On April 20, 2010 the City Council approved the required "Anticipated Schedule of Agency Actions" (enclosed) to establish the target dates for entering PERS, beginning with May 18, 2010 for the adoption of the Resolution of Intent and first reading of the Ordinance, all supplied by CalPERS.

The Council meeting is scheduled to start early on May 18, 2010, at 4:30PM, to accommodate the requirement that a PERS Actuary must be present at the meeting to answer questions that the Council, staff or members of the public may have. Our arrangement is to have the Actuary present on the conference phone in order to avoid the long drive from Sacramento.

The employers *cost for the Miscellaneous employees* (7.509% of payroll) is estimated at \$47,400. Since the current employer contribution into the employees' ICMA (457) plan is 8% of salary, the difference (0.491%), or the savings to the City, would be applied to an adjustment in the employee's salary to keep the transaction neutral.

The employers *cost for the Safety employees* (11.553% of payroll) is estimated at \$32,200. Since the current employer contribution into the employees' ICMA (457) plan is 8% of salary, the difference (3.553%), is an additional annual cost (\$10,000) to the City, subject to negotiation with the Rio Dell Police Officers' Association prior to the execution of the agreement.

Assuming that the City Council adopts the Resolutions of Intent on May 18, 2010, each employee group would conduct a secret ballot election on May 19, 2010 to determine whether a majority of their members approve of the CalPERS proposal. The results of the election must be certified on a CalPERS form. The City must also certify that the public process, financial disclosure and employee election procedures comply with the provisions of Government Code Section 7507, which they will.

The recommended action is to adopt the Resolutions of Intent (one for each group); conduct the public hearing and waive the first reading of the Ordinance to enter into a contract with CalPERS for employee retirement benefits. Furthermore, the City Manager should be directed to see that the proper certifications and forms are returned to CalPERS at the earliest possible date.

Once the employee elections are finalized and CalPERS receives our materials, they will send the actual final documents for execution.

The earliest possible effective date for the CalPERS retirement benefit is July 17, 2010.

Cc: Rio Dell Employees Association
Rio Dell Police Officers Association
Contract employees

Attachments: Ordinance 268-2010
Resolutions of Intent #1077 & #1078 to contract with CalPERS
Anticipated Schedule of Agency Actions
Summary of major provisions of program for Miscellaneous employees
Summary of major provisions of program for Safety employees

ORDINANCE NO. 268-2010
AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF RIO DELL AUTHORIZING A CONTRACT
BETWEEN THE CITY COUNCIL OF THE CITY OF
RIO DELL AND THE BOARD OF ADMINISTRATION
OF THE CALIFORNIA PUBLIC EMPLOYEES'
RETIREMENT SYSTEM

The City Council of the City of Rio Dell does ordain as follows:

Section 1.

That a contract between the City Council of the City of Rio Dell and the Board of Administration of the California Public Employee' Retirement System is hereby authorized, a copy of said contract being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City Council is hereby authorized, empowered, and directed to execute said contract for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 10 days from the passage thereof shall be posted in three (3) designated posting locations throughout the City of Rio Dell and thenceforth and thereafter the same shall be in full force and effect.

ADOPTED AND APPROVED this day of , 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julie Woodall, Mayor

Attest:

Karen Dunham, City Clerk

First Reading and Introduction: May 18, 2010

Second Reading and Adoption: June 8, 2010

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
P.O. Box 942709
Sacramento, CA 94229-2709
(916) 326-3420 FAX (916) 326-3005

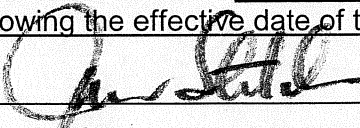
ANTICIPATED SCHEDULE OF AGENCY ACTIONS

The **City of Rio Dell** hereby requests the documents necessary to provide the benefits as described below for participation in the California Public Employees' Retirement System. (Enter the dates each action will be taken, sign and return the schedule.)

(See Attachment)

Enter dates:

- 1. 5-12-10 THE DATE YOUR AGENCY NEEDS THE RESOLUTION OF INTENTION FROM THIS OFFICE TO INCLUDE IN AGENDA FOR YOUR GOVERNING BODY. This date must be at least four weeks from the date this form is received in the Public Agency Contract Services office.
- 2. 5-18-10 THE DATE AN ACTUARY WILL BE PRESENT TO PROVIDE INFORMATION REGARDING THE ACTUARIAL IMPACT UPON FUTURE ANNUAL COSTS.
- 3. 5-18-10 ADOPTION OF RESOLUTION OF INTENTION declaring the agency's intent to enter into a contract with CalPERS. The first reading of the Ordinance may be held on the same day the Resolution of Intention is adopted.
- 4. 5-19-10 EMPLOYEE ELECTION.
- 5. 6-8-10 ADOPTION OF FINAL ORDINANCE. This date cannot be earlier than 20 days after adoption of the Resolution of Intention (date #2).
- 6. 7-8-10 EFFECTIVE DATE OF ORDINANCE. Usually 30 days following the date of adoption (date #4), unless an Urgency Ordinance is adopted waiving the 30 day period.
- 7. 7-17-10 EFFECTIVE DATE OF CalPERS CONTRACT. This date cannot be earlier than the first day of a payroll period following the effective date of the Ordinance.

BY 
 TITLE CITY MANAGER
 Date April 14 2010 Telephone (707) 764-3532

THIS OFFICE WILL PREPARE ALL DOCUMENTS NECESSARY TO COMPLETE YOUR CONTRACT. IF YOUR AGENCY ATTEMPTS TO EXPEDITE THE CONTRACT PROCESS BY PROCEEDING WITHOUT THE DOCUMENTS PROVIDED BY THIS OFFICE, LEGAL REVIEW MAY BE REQUIRED WHICH COULD DELAY THE ANTICIPATED EFFECTIVE DATE OF THE CONTRACT.

City of Rio Dell

ATTACHMENT

- 1) Section 21353 (2% @ 60 Supplemental formula) and 0% prior service for local miscellaneous members.

- 2) Section 21369 (2% @ 55 Supplemental formula) and 0% prior service for local safety members.

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 55 Formula (Section 21369)

Local Safety Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. If provided by the employer's contract, mandatory retirement age for local safety members is age 60.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 55. If retirement is earlier than age 55, the percentage of final compensation decreases for each quarter year of attained age to 1.426% at age 50. The allowance is limited to 90% of final compensation.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher. Certain items of special compensation earned during your final compensation period will be included in your final compensation, in accordance with Board regulations.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

Members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determined by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Option 2W Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may elect to receive the Pre-Retirement Option 2W Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Option 2W, the highest monthly allowance a member can leave a spouse or registered domestic partner.

Special Death Benefit: A surviving spouse, registered domestic partner, or eligible children or step children may receive a monthly allowance equal to one-half of the final compensation. If the cause of death is due to external violence or physical force while on the job, and there are eligible surviving children in addition to a spouse or registered domestic partner, the allowance may be increased to a maximum of 75%.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Local safety members covered by the 2% @ 55 formula contribute 7% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Actuarial and Employer Services Branch
Public Agency Contract Services
(888) CalPERS (225-7377)

SUMMARY OF MAJOR PROVISIONS

2% @ 60 Formula (Section 21353)

Local Miscellaneous Members

SERVICE RETIREMENT

To be eligible for service retirement, a member must be at least age 50 and have five years of CalPERS credited service. There is no compulsory retirement age.

The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. The basic benefit is 2% of final compensation for each year of credited service upon retirement at age 60. If retirement is earlier than age 60, the percentage of final compensation decreases for each quarter year of attained age to 1.092% at age 50. If retirement is deferred beyond age 60, the percentage of final compensation increases for each quarter year of attained age to 2.418% at age 63.

Final compensation is the average monthly pay rate during the last consecutive 36 months of employment, or 12 months if provided by the employer's contract, unless the member designates a different period of 36 or 12 consecutive months when the average pay rate was higher.

DISABILITY RETIREMENT

Members substantially incapacitated from performing the usual duties for the position for his/her current employer, and from performing the usual duties of the position for other CalPERS covered employers (including State agencies, schools, and local public agencies), and where similar positions with these other employers with reasonably comparable in pay, benefits, and promotional opportunities are not available, would be eligible for disability retirement provided they have at least five years of service credit. The monthly retirement allowance is 1.8% of final compensation for each year of service. The maximum percentage for members who have between 10.000 and 18.518 years of service credit is one-third of their final compensation. If the member is eligible for service retirement the member will receive the highest allowance payable, service or disability. If provided by the employer's contract, the benefit would be a minimum of 30% of final compensation for the first five years of service credit, plus 1% for each additional year of service to a maximum benefit of 50% of final compensation.

INDUSTRIAL DISABILITY RETIREMENT

If provided by the employer's contract, members permanently incapacitated from performing their duties, as defined above under Disability Retirement, and the disability is a result of a job-related injury or illness may receive an Industrial Disability Retirement benefit equal to 50% of their final compensation. If provided in the employer's contract and the member is totally disabled, the disability retirement allowance would equal 75% of final compensation in lieu of the disability retirement allowance otherwise provided. If the member is eligible for service retirement, the service retirement allowance is payable. The total allowance cannot exceed 90% of final compensation.

PRE-RETIREMENT DEATH BENEFITS

Basic Death Benefit: This benefit is a refund of the member's contributions plus interest and up to six months' pay (one month's salary rate for each year of current service to a maximum of six months).

1957 Survivor Benefit: An eligible beneficiary may elect to receive either the Basic Death Benefit or the 1957 Survivor Benefit. The 1957 Survivor Benefit provides a monthly allowance equal to one-half of the highest service retirement allowance the member would have received had he/she retired on the date of death. The 1957 Survivor Benefit is payable to the surviving spouse or registered domestic partner until death or to eligible unmarried children until age 18.

1959 Survivor Benefit: (If provided by the employer's contract and the member is not covered under social security.) A surviving spouse or registered domestic partner and eligible children may receive a monthly allowance as determine by the level of coverage. This benefit is payable in addition to the Basic Death Benefit or 1957 Survivor Benefit. Children are eligible if under age 22 and unmarried.

Pre-Retirement Optional Settlement 2 Death Benefit: (If provided by the employer's contract.) The spouse or registered domestic partner of a deceased member, who was eligible to retire for service at the time of death, may to elect to receive the Pre-Retirement Optional Settlement 2 Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Optional Settlement 2, the highest monthly allowance a member can leave a spouse or registered domestic partner.

COST-OF-LIVING ADJUSTMENTS

The cost of living allowance increases are limited to a maximum of 2% compounded annually unless the employer's contract provides a 3, 4, or 5% increase.

DEATH AFTER RETIREMENT

The lump sum death benefit is \$500 (or \$600, \$2,000, \$3,000, \$4,000 or \$5,000 if provided by the employer's contract) regardless of the retirement plan chosen by the member at the time of retirement.

TERMINATION OF EMPLOYMENT

Members who have separated from employment may elect to leave their contributions on deposit or request a refund of contributions and interest. Those who leave their contributions on deposit may apply at a later date for a monthly retirement allowance if the minimum service and age requirements are met. Members who request a refund of their contributions terminate their membership and are not eligible for any future benefits unless they return to CalPERS membership.

EMPLOYEE CONTRIBUTIONS

Miscellaneous members covered by the 2% @ 60 formula contribute 7% of reportable earnings. Those covered under a modified formula (coordinated with Social Security) do not contribute on the first \$133.33 earned.

The employer also contributes toward the cost of the benefits. The amount contributed by the employer for current service retirement benefits generally exceeds the cost to the employee. In addition, the employer bears the entire cost of prior service benefits (the period of time before the employer provided retirement coverage under CalPERS). All employer contribution rates are subject to adjustment by the CalPERS Board of Administration.

**RESOLUTION OF INTENTION
TO APPROVE A CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF RIO DELL**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies in the Public Employees' Retirement System, making their employees members of said System, and sets forth the procedure by which participation may be accomplished; and

WHEREAS, one of the steps required in the procedure is the adoption by the governing body of the public agency of a resolution giving notice of intention to approve a contract for such participation of said agency in the Public Employees' Retirement System, which resolution shall contain a summary of the major provisions of the proposed retirement plan; and

WHEREAS, attached is a summary of the major provisions of the proposed plan;

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the above agency gives, and it does hereby give notice of intention to approve a contract between said governing body and the Board of Administration of the Public Employees' Retirement System, providing for participation of said agency in said retirement system, a copy of said contract and a copy of the summary of the major provisions of the proposed plan being attached hereto, as an "Exhibit", and by this reference made a part hereof.

By: _____
Presiding Officer

Title

Date adopted and approved

**RESOLUTION OF INTENTION
TO APPROVE A CONTRACT
BETWEEN THE
BOARD OF ADMINISTRATION
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
AND THE
CITY COUNCIL
CITY OF RIO DELL**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies in the Public Employees' Retirement System, making their employees members of said System, and sets forth the procedure by which participation may be accomplished; and

WHEREAS, one of the steps required in the procedure is the adoption by the governing body of the public agency of a resolution giving notice of intention to approve a contract for such participation of said agency in the Public Employees' Retirement System, which resolution shall contain a summary of the major provisions of the proposed retirement plan; and

WHEREAS, attached is a summary of the major provisions of the proposed plan;

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the above agency gives, and it does hereby give notice of intention to approve a contract between said governing body and the Board of Administration of the Public Employees' Retirement System, providing for participation of said agency in said retirement system, a copy of said contract and a copy of the summary of the major provisions of the proposed plan being attached hereto, as an "Exhibit", and by this reference made a part hereof.


By: _____
Presiding Officer

Title

Date adopted and approved

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



TO: Honorable Rio Dell City Council
FROM:  Jim Stretch, Interim City Manager
DATE: May 18, 2010
SUBJECT: Adoption of Open Container Ordinance 267-2010

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Open public hearing and make motion to read by title only Ordinance 267-2010, which prohibits open containers of alcoholic beverages in public, except in designated areas or by special event permit, and
2. Receive the staff report on the proposed Ordinance, and
3. Receive public testimony, and
4. Approve motion to close the public hearing, and
5. Set the second reading of the Ordinance and its adoption for June 1, 2010

BACKGROUND AND DISCUSSION

For some time the Council has anticipated the development of an open container ordinance, whereby open containers of alcoholic beverages in the public would be prohibited, except in certain designated areas or by the issuance of a special (event) permit.

The attached Ordinance is patterned after regulations found in the Municipal Code of the City of Davis, CA, but have been changed in important ways to fit the community of Rio Dell. It is the product of the coordinated efforts of the Chief of Police and the Interim City Manager, and has been submitted to the Rio Dell Fire Protection Board of Directors for comment. The main provisions of Ordinance 267-2010 are as follows:

- It is unlawful for any person to either consume or have in their possession an open container of alcoholic beverage in public or within 600 feet of a primary or secondary school, except in (3) designated areas in the City or by special permit.
- The (3) designated areas in the City are sidewalk cafes by encroachment permit, Fire District Park property and the City Hall Property.
- The City may issue special event permits at a cost of \$25.00 & \$75.00 per event, depending on the size of the group.
- Special events are defined as gathering of 15 or more persons

- Public Works to post appropriate signs at parks.
- Police Department issues special Open Container permits
- Alcoholic beverages may not be consumed on the premises of any off-sale business
- The Rio Dell Police Department is to enforce the Ordinance

The proposed Ordinance is ready for the public hearing.

ORDINANCE NO. 267-2010

AN ORDINANCE OF THE CITY OF RIO DELL RELATING TO PROHIBITING THE POSSESSION OF OPEN CONTAINERS AND THE CONSUMPTION OF ALCOHOLIC BEVERAGES IN SPECIFIED PUBLIC PLACES AND AROUND SCHOOLS, AND A PROHIBITION ON THE CONSUMPTION OF ALCOHOLIC BEVERAGES ON OR NEAR THE PREMISES OF OFF-SALE LIQUOR LICENSEES.

I. DEFINITIONS

(A) "Alcoholic beverage" means alcohol, spirits, liquor, wine, beer, and any liquid or solid containing alcohol, spirits, liquor, wine, or beer, and which contains one-half of one percent or more of alcohol by volume.

(B) "Open container" means a bottle, can, jug, box or other receptacle that contains an alcoholic beverage and has been opened, a seal broken, or the contents partially removed.

(C) "Primary or secondary school" includes a school that offers primary instruction to kindergarten through twelfth grade, or any fraction thereof.

(D) "Special event" includes, but is not limited to, the following types of activities: a neighborhood block party, barbecue, picnic, fundraiser, community event or any other type of similar social event involving 15 persons or more.

II. CONSUMPTION OF ALCOHOLIC BEVERAGES AND POSSESSION OF ANY OPEN CONTAINER OF ALCOHOLIC BEVERAGES IN PUBLIC IS UNLAWFUL

(A) It shall be unlawful for any person to consume any alcoholic beverage or to have in his or her possession any open container of beer, wine, or any alcoholic beverage, or intoxicating liquor on any street, sidewalk, alley, highway, off-street public parking lot or structure; or within six hundred feet of any primary or secondary school campus property lines at any time; or in other areas commonly held open to the public use, except:

1. Public streets or sidewalks on which the City has granted an encroachment permit for a sidewalk cafe, beer garden or equivalent use that includes on-site alcohol sales; or

2. Work details of Rio Dell Fire District Volunteer Firefighters on Fire District property.
3. Events inside of the Rio Dell Fire District Fire Hall.
4. Rio Dell Fire District Park property (outside) after 5:00PM on week days and between the hours of 8:00AM and 10:00PM on weekends and official state or federal holidays, unless the park is being used for an organized youth activity such as school event, sporting event, Easter egg hunt, etc.
5. City Hall property, 675 Wildwood Avenue.
6. Special events for which the City has granted a street use or other permit that allows persons of legal age attending the event to consume alcoholic beverages in areas where such consumption/possession is otherwise prohibited by this section.

(B) It shall be unlawful for any person to consume any alcoholic beverage or to have in his or her possession any open container of beer, wine, or any alcoholic beverage, or intoxicating liquor in any private parking lot that is located on property containing two or more residential dwelling units if such parking lot is posted with a sign prohibiting the possession of an open container of an alcoholic beverage or the consumption of an alcoholic beverage.

III. SIGNAGE PROHIBITING THE POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES

(A) The Public Works Department shall post appropriate signs advising the public that the possession of an open container of an alcoholic beverage or the consumption of an alcoholic beverage within a park and its adjacent sidewalks and streets is not permitted. At least one sign shall be posted to face each street of each park. Such signs shall be posted in a conspicuous manner.

(B) The Public Works Department shall post signs at or near the main entrances of each primary or secondary school campus, and/or within, but not exceeding the six hundred foot perimeter around each campus. The signs shall be clearly and conspicuously posted and shall state when the possession of an open container of an alcoholic beverage or the consumption of an alcoholic beverage is not permitted.

(C) The owner of property containing two or more dwelling units on the same parcel may prohibit the possession of an open container of an alcoholic beverage or the consumption of an alcoholic beverage within any parking lot on such property by posting a sign in plain view at or near each driveway to the parking lot that sets forth such prohibition substantially in the following form:

"Possession of an open container of an alcoholic beverage or consumption of an alcoholic beverage is prohibited in this parking lot. Rio Dell City Ordinance 267-2010"

Such sign shall be no smaller than seventeen (17) inches by twenty-two (22) inches in size, shall contain lettering at least one (1) inch in height, and shall be mounted so that the lower edge of the sign is at least four (4) feet, and the top edge does not exceed seven (7) feet above ground level. The property owner shall have sole responsibility for the construction and maintenance of such sign.

IV. PERMIT AUTHORIZING POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES

Any person, group or organization who desires to consume or possess an alcoholic beverage during a special event, may apply for an open container permit. The open container permit application shall be submitted to the Rio Dell Police Department in conjunction with an encroachment, street use or similar permit, or shall be submitted as a separate open container permit if no other permit is required. The cost of such permit per event shall be initially set at twenty-five dollars (\$25.00) for groups of up to 25 persons and seventy-five dollars (\$75.00) per event for groups of 26 persons or more. These user fees are intended to reimburse the City for the actual expense of processing an Open Container Permit and may be amended from time to time as the Council sees fit. Permits not issued in conjunction with an encroachment, street use or similar permit shall be subject to the following:

- (a) If the special event involves fourteen (14) or fewer people, an open container permit shall be submitted to the Police Department within three (3) business days of the date in which the special event is anticipated to occur.
- (b) If the special event potentially involves fifteen (15) or more people, an open container permit shall be submitted to the Police Department within five (5) business days of the date in which the

special event is anticipated to occur. During the sixteen business days, notice of the application shall be provided by the applicant to all residents who reside within two hundred (200) feet of the proposed special event.

V. POSSESSION OF ANY OPEN CONTAINER OF ALCOHOL ON OFF-SALE PREMISES

It shall be unlawful for any person who has in his or her possession an open container of beer, wine, or any alcoholic beverage or intoxicating liquor, to enter, be, or remain on, the premises of (including the parking lot and public sidewalk immediately adjacent thereto) any retail package off-sale alcoholic beverage licensee licensed pursuant to Division 9 (commencing with Section 23000) of the state Business and Professions Code, if those premises contain a clearly visible notice(s) prohibiting such possession.

VI. ENFORCEMENT OF ORDINANCE

The Rio Dell Police Department shall have the authority and responsibility to enforce this Ordinance.


VII. PENALTY OF VIOLATION

A violation of this article shall constitute an infraction. A judge or magistrate may apply any remedy that is in accordance with state law to punish a person who has violated this article.



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

TO: Honorable Rio Dell City Council

THROUGH:  Jim Stretch, Interim City Manager

FROM: Randy Jensen, Acting P.W. Director

DATE: May 13, 2010

SUBJECT: Allocation of Local Proposition 1B monies for Wildwood Ave Pedestrian and Streetscape Improvements Plans

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Determine whether to allocate \$25,000 of local Prop 1B monies for public input phase and concept design for the Wildwood Ave Pedestrian and Streetscape Improvements Project.

BACKGROUND AND DISCUSSION:

Since the Wildwood Ave Pedestrian and Streetscape Improvements project will not occur until 2012-2013, the City has the option of beginning the planning and development phase for the project now or waiting for another year. The present schedule for the project is attached. It is possible that the State budget crisis will persist and State Transportation Improvement Projects (STIP) could be deferred even beyond 2013.

Notwithstanding the gloomy forecast and extended timeframe, the Council may want to begin work now on concept designs for the downtown area, including public input sessions.

The general concept for the project to date has been developed by staff and Council and includes sidewalk improvements, bulb-outs, pedestrian refuge and areas for vegetation and lighting. One of the main concerns within the preliminary design is the available parking for the downtown business district. With the sensitivity of this matter and the time available to draft concepts and designs, public comments and concerns would greatly assist in the overall layout and development of the downtown business district. The question is whether to spend local funds on planning before we know with certainty if and when the project is scheduled for a TDA allocation.

BUDGETARY IMPACT:

As noted in another report on the Council agenda concerning the award of the construction contract for the Wildwood Avenue paving project, construction bids came in low, thereby releasing \$89,560 of Prop 1B monies for another project. \$25,000 of that sum could be allocated for the public input and design phase if the Council wishes. Or, the Council may wish to wait until the project timeline becomes more definite and then program the monies. Another alternative is to reallocate the Prop 1B funds for street overlay projects, badly needed in a number of areas.



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

TO: Jim Stretch, Interim City Manager
FROM: Randy Jensen, Acting P.W. Director
DATE: May 13, 2010
SUBJECT: Overview of the Wildwood Ave Pedestrian and Streetscape Project.

The City of Rio Dell allocated \$589,000 from the Humboldt County Association of Governments (HCAOG) for the purposes of completing a transportation enhancement project on Wildwood Avenue. The funds were programmed to be distributed as follows:

Fiscal year 2011/2012 - \$50,000 for Project Allocation and Environmental Document
Fiscal year 2012/2013 - \$539,000 for Construction and Construction Management

This project was originally programmed to be available to the City to begin construction in 2010/2011, however, due to shortages in the State Highway account all State Transportation Improvement Project were reprogrammed further out in future years.

The concept was developed based on staff direction based on input from the council and the public over the past few years regarding desired changes in the downtown area on Wildwood Avenue. The project description, purpose and need and anticipated benefits were described in the programming document submitted to HCAOG as follows:

Project Title

Wildwood Avenue Downtown Pedestrian and Streetscape Improvements

Location, Limits and Project Description

Pedestrian and Streetscape Improvements on Wildwood Avenue between Douglas Street and the Eagle Prairie Bridge. Improvements will include replacement of sidewalk, bulb-outs, pedestrian refuge, medians, gateway sign, planting strips and or boxes, lighting and other related improvements such as street furniture.

Purpose and Need

Wildwood Avenue was previously a portion of State Route 101, is the main thoroughfare through the City of Rio Dell and the only street that serves the business district in Rio Dell. Since it was originally a state highway it is extremely wide relative to the current traffic volume with a full center turn lane throughout the entire downtown. The character of Wildwood Avenue and the downtown today does not convey a sense of arrival to downtown, establish a positive image reinforce community identity, promote pedestrian or vehicular safety.

Project Benefits

Construction of the project will convey a sense of arrival to downtown, establish a positive image and reinforce community identity, promote pedestrian and vehicular safety, support the redevelopment effort in the downtown area, establish the design tone for streetscape improvements for future streetscape projects in Rio Dell.

Schedule

Currently the anticipated schedule for the project is as follows:

Project Study Report Approved			06/30/11
Begin Environmental (PA&ED) Phase			07/01/11
Circulate Draft Environmental Document	Document Type	ND/CE	03/30/12
Draft Project Report			05/30/11
End Environmental Phase (PA&ED Milestone)			06/01/11
Begin Design (PS&E) Phase			08/30/12
End Design Phase (Ready to List for Advertisement Milestone)			03/30/12
Begin Right of Way Phase			06/01/11
End Right of Way Phase (Right of Way Certification Milestone)			03/30/12
Begin Construction Phase (Contract Award Milestone)			07/15/12
End Construction Phase (Construction Contract Acceptance Milestone)			04/30/13
Begin Closeout Phase			05/30/13
End Closeout Phase (Closeout Report)			06/30/13

**Due to the high profile nature of this project it would be in the best interest of the City to develop concepts for the project and solicit public input as soon as possible. The City has the option of using City funds or Proposition 1B funds in advance of the project for this purpose if desired. If requested by the council, staff could work with a consultant to develop a concept and hold public meetings to solicit public input on the project this year which would help to ensure that a concept is developed with a high degree of public support.