



RIO DELL CITY COUNCIL AGENDA  
**CLOSED SESSION – 6:00 P.M.**  
**REGULAR MEETING - 6:30 P.M.**  
**TUESDAY, AUGUST 7, 2018**  
CITY COUNCIL CHAMBERS  
675 WILDWOOD AVENUE, RIO DELL

---

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



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

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:
  - 1) 2018/0807.01 – **Conference with Legal Counsel – Anticipated Litigation**  
Initiation and/or Exposure to Potential Litigation  
(Pursuant to Government Code §54956.9(d)(2), (d)(4)  
One (1) Potential Case: Facts and circumstances unknown to adverse party
  - 2) 2018/0807.02 - **Conference with Labor Negotiator – City Manager**  
Employee Organizations: Rio Dell Employees Association,  
Rio Dell Police Officers Association, and all Contract  
Employees (Pursuant to Government Code §54957.6)
- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION
- F. RECONVENE INTO OPEN SESSION – 6:30 P.M.

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

J. PUBLIC PRESENTATIONS

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

K. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council embers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS"*

- 1) 2018/0807.03 - Approve Minutes of July 17, 2018 Regular Meeting **(ACTION)** 1
- 2) 2018/0807.04 - Receive and File Measure Z 4<sup>th</sup> Quarter Report **(ACTION)** 6
- 3) 2018/0807.05 - Authorize Mayor to sign a letter opposing AB 2681, Seismic Resiliency **(ACTION)** 8
- 4) 2018/0807.06 - Approve Employment Agreement for Wastewater Superintendent and authorize City Manager to sign **(ACTION)** 14
- 5) 2018/0703.07 - Authorize City Manager to sign contract for Code Enforcement Services **(ACTION)** 22

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. REPORTS/STAFF COMMUNICATIONS

- 1) 2018/0807.08 - City Manager/Staff Update **(RECEIVE & FILE)** 30

- N. SPECIAL PRESENTATIONS/STUDY SESSIONS
- 1) 2018/0807.09 - Presentation – Rio Dell Library Project Update  
**(DISCUSSION/POSSIBLE ACTION)** 36
  - 2) 2018/0807.10 - Presentation – DANCO Project Update **(RECEIVE & FILE)**  
40
  - 3) 2018/0807.11 - Presentation - Active Transportation Plan (ATP) Project  
Update **(DISCUSSION/POSSIBLE ACTION)** 45
- O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS
- P. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS
- 1) 2018/0807.12 - Introduction/First Reading (by title only) of Ordinance  
No. 370-2018 Approving Text Amendments Amending the  
Neighborhood Center (NC) and Community Commercial  
(CC) Zones, Sections 17.20.050 and 17.20.060 of the Rio  
Dell Municipal Code to allow residential uses on upper  
floors of mixed-use buildings **(DISCUSSION/POSSIBLE  
ACTION)** 62
- Q. COUNCIL REPORTS/COMMUNICATIONS
- R. ADJOURNMENT

*The next regular City Council meeting is scheduled for  
Tuesday, August 21, 2018 at 6:30 p.m.*

**RIO DELL CITY COUNCIL  
REGULAR MEETING  
JULY 17, 2018  
MINUTES**

Mayor Pro Tem Johnson called the regular meeting of the Rio Dell City Council to order at 6:30 p.m.

ROLL CALL: Present: Mayor Pro Tem Johnson, Councilmembers Garnes and Marks

Absent: Mayor Wilson and Councilmember Strahan (excused)

Others Present: City Manager Knopp, Chief of Police Conner, Water/Roadways Superintendent Jensen, Wastewater Superintendent Trainee Purvis and City Clerk Dunham

Absent: Finance Director Kerrigan and Community Development Director Caldwell (excused)

**PUBLIC PRESENTATIONS**

**Nick Angeloff** provided an update on recent Chamber of Commerce business and announced that Caltrans is trying to get the bridge open to one-way traffic for Wildwood Days with the regular opening scheduled for mid-August. He said the Chamber would be scheduling a ribbon-cutting event to thank them on behalf of the downtown businesses for expediting the project.

He also reported on the purchase of fifteen (15) shooting star decorations and said they will be going to businesses and asking them to purchase a star at \$250.00 with the star to be placed on a light pole of their choice or a building. The proceeds from those sales would then be put back into the decorations fund to buy more lights. He said the strategic plan is to eventually have a massive amount of lights including lights on the Eagle Prairie Bridge for the Christmas Holidays, Fourth of July and Wildwood Days events.

**CONSENT CALENDAR**

Motion was made by Garnes/Marks to approve the consent calendar including approval of a Letter of Opposition to S. 3157 to Small Cell Deployment; to receive and file the payoff of the 1978 Sewer Assessment Bonds; approve travel expense for Councilmember Garnes to attend Annual League of California Cities Conference in Long Beach, CA on September 12-14, 2018; and to receive and file the Check Register for June 2018. Motion carried 3-0.

**REPORTS/STAFF COMMUNICATIONS**

City Manager/Staff Update

City Manager Knopp referred to the staff update provided in the Council packet and informed the Council of an upcoming open house on July 25, 2018 at the Veterans Memorial Building in Fortuna related to a proposed Wind Energy Project. He noted there would be a second open house the following day in Eureka and that councilmembers, planning commissioners, staff and the public were invited to attend.

He commented that staff was available to answer any questions regarding the staff update.

Mayor Pro Tem Johnson referred to the Public Works Water Department update and commented on the number of water line breaks.

**Julie Woodall** asked about recent vehicle abatement activity.

Chief of Police Conner referred to the Police Department update and noted that over the two week period, six (6) junk vehicle cases were closed; five (5) abated by the City and one moved by the owner.

## **SPECIAL PRESENTATIONS/STUDY SESSIONS**

### Presentation from the Rio Dell Community Resource Center

City Manager Knopp informed the Council that Sara Faught from the Rio Dell Community Resource Center was present to provide a brief update about the services they provide and plans for the future.

Ms. Faught began by introducing her new Program Assistant (Mary), who she said handles all of the food programs and plays an integral part in the Community Garden project. She indicated that seven (7) of the ten (10) garden plots were rented out with a majority of them done on a scholarship basis to get people to participate. She noted that they do anticipate collecting some plot fees to help pay for maintenance and water for the gardens.

She provided a handout including a list of resources they provide and referrals to agencies within the county. She reported that they are still running the First Five Playgroup for ages 0-5 at the Rio Dell School; the Food for People Pantry once a month, offer emergency food bags; provide bus tickets for medical appointments; and provide various referrals and information to help keep families healthy, happy and safe. She reported that they served 143 households with food last month and from the period of January 1, 2018-June 30, 2018 they provided food to 7,500 children and 7,860 adults. At a certain point, they ran out of food so relied on the emergency food pantry. She said they do not turn anyone away who is in need of food and because the Food for People Pantry is, only open one (1) day a month, to make it more accessible, Mary delivers to homebound persons.

Ms. Faught added that they are currently providing the Summer Lunch Program Monday-Friday at Fireman's Park where they provide a meal and milk to any child under the age of 18. She

said they are there from 12:15 – 1:00 p.m. and serve lunch to an average of 10-20 kids. After that, they go to Scotia for 45 minutes and do the same thing, but with fewer kids.

She said as far as moving forward, they were able to come to an agreement with the Rio Dell School District to move forward with relocating back to the school. The St. Joseph Health System has agreed to purchase a portable office unit and they will be onsite at the school Monday-Thursday and at the current location at 99 Wildwood Ave. on Friday.

Councilmembers thanked them for their services to the community.

Mayor Pro Tem Johnson questioned the size of the portable unit and whether it would have access to water and sewer services.

Ms. Faught explained that the unit would have a bathroom but probably not have a kitchen. She said the unit would be large enough to provide a space for private counselling which would be a big improvement to their existing building.

Councilmember Garnes asked where the portable unit would be located. Ms. Faught responded that it would be located on the other side of the Rio Dell Middle School and would allow access from the school as well as from an alternate access without going through the school.

#### Presentation/Review of Miranda's Rescue Animal Care Services Contract

City Manager Knopp provided a staff report and noted that the City has been under the current contract with Miranda's Rescue for animal care services for a little over two (2) years with an automatic annual term extension although either party may cancel the contract with 60 days' notice. He commented that Miranda's Rescue is compensated a flat fee of \$1,000 per month regardless of the number of animals they receive from the City. In addition to dogs and cats, they occasionally take in other animals including rabbits and even lizards. He said that two years ago when the City entered into the contract, the goal was to accurately record data as far as the number of animals taken in each month. He pointed out that it is outside the City's ability to run its own animal facility so must rely on an outside service provider.

He informed the Council that Shannon Miranda was present to discuss the contract and address any issues he may have.

Shannon Miranda began by reminding the Council of his past requests for the City to adopt a Breeding Ordinance. He remarked that the \$1,000 monthly fee does not cover his costs to care for the animals that come from Rio Dell. He indicated that it cost \$3,000 (\$250 each) to spay/neuter the litter of puppies that were recently brought in. He also reported picking up 40 lizards and three (3) fish from one residence in the City. He reported an average of four (4) dogs for the months of January 2018-April 2018 with an excessive amount in May and five (5) to date for July.

Councilmember Garnes asked for an explanation of a Breeding Ordinance.

Mr. Miranda said the ordinance would require any animal picked up to be spayed or neutered.

He said with adoption of the ordinance, the City could send out a newsletter to all residents to inform them about the spay/neuter requirement so they may be more careful about keeping their dogs contained.

Mr. Miranda also noted that if the City were to contract with the County for animal care services it would cost \$6,000-\$7,000 per month. He reiterated that the \$1,000/month fee does not cover his cost to care for the animals from the City and asked for additional help. He said the kennel used to hold Rio Dell's animals is not adequate and needs to be replaced suggesting the purchase of an 8' x 10' kennel from The Farm Store at \$1,000.

Mayor Pro Tem Johnson invited public comment.

**Julie Woodall** asked if the other local jurisdictions have breeding ordinances.

Mr. Miranda indicated that Rio Dell would be the first city in the county.

Consensus of the Council was to agenize the matter at a future meeting to discuss potential adoption of a breeding ordinance and possible adjustment of the monthly fee for animal care services.

Mayor Pro Tem Johnson suggested the City Attorney be available during discussion and consideration of a breeding ordinance.

**Alice Millington** commented that the spay and neuter network has only done small dogs in the past but the new facility on Myrtle Ave. will now do large dogs. The fee for spay and neutering small dogs is \$130 for males and \$170 for females. She said they want to focus on Pit Bulls. She added that the reason for focusing on a breeding ordinance rather than a spay and neuter ordinance is because the perception of a spay and neuter ordinance is that you are taking away a dog owner's rights.

Shannon Miranda pointed out that Pit Bulls are not a breed for everyone. He said that according to statistics men typically do not have a problem with having their female dogs fixed but do with male dogs.

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

### Resolution No. 1399-2018 Supporting Conceptual Sidewalk Infill Grant Application

City Manager Knopp provided an overview of the sidewalk infill grant proposal which requests funding for sidewalk infill along various streets to better connect neighborhoods such as Belleview/Ogle and Riverside to the school campus. He noted that staff worked with the City

Engineer to create the sidewalk connectivity map as presented. Staff's recommendation was to open a public hearing for public comment, deliberate and adopt Resolution No. 1399-2018 supporting the conceptual Sidewalk Infill and Sidewalk Construction Grant Application.

Mayor Pro Tem Johnson opened the public hearing to receive public comment.

**Julie Woodall** expressed support for the grant application and said it would be very worthwhile to have sidewalks connect to the school and especially beneficial on Belleview Ave.

**Nick Angeloff**, Rio Dell-Scotia Chamber of Commerce President agreed that the project is necessary to facilitate safe access to, from school, and throughout the city.

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

Councilmember Garnes asked if this grant is part of the Active Transportation Program (ATP) grant.

City Manager Knopp explained that the application is for the next round of ATP funding and if approved, the project would probably be three to five years out.

Mayor Pro Tem Johnson asked Chief Conner if he supports staff's recommendation.

Chief Conner commented that he does support the project and that he had provided a letter of support.

Motion was made by Garnes/Marks to approve *Resolution No. 1399-2018 Supporting Sidewalk Infill Grant for Improved Non-Vehicular Connectivity Between Rio Dell Elementary School District Properties and the Neighborhoods of Rio Dell*. Motion carried 3-0.

## COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Johnson announced that the election cycle process has begun for the three upcoming vacant seats on the City Council with four (4) perspective candidates picking up nomination papers thus far. He thanked those individuals for their interest in serving.

## ADJOURNMENT

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

Attest:

\_\_\_\_\_  
Gordon Johnson, Mayor Pro Tem

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





---

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



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
August 7, 2018**

TO: Mayor and Members of the City Council  
THROUGH: Kyle Knopp, City Manager   
FROM: Brooke Kerrigan, Finance Director   
DATE: August 7, 2018  
SUBJECT: Measure Z Funding 4<sup>th</sup> Quarter Report

---

**RECOMMENDATION**

1. Review and file staff report and attached information

**BACKGROUND AND DISCUSSION**

The City applied for Measure Z funding for fiscal years 2015/16, 2016/17, and 2017/18 for a part-time Police Records Technician in the Rio Dell Police Department (RDPD). This position provides departmental administrative support, and to a smaller degree, code enforcement activities. Each quarter the City submits a quarterly narrative to report to the County on the benefits that Measure Z funding has provided.

Measure Z funded administrative assistance allows the RDPD doors to reliably be open four days per week. Code enforcement logs reflect a total of 244 complaints received with 204 cases closed since July 2015. In addition, in FY 2016/17 The Humboldt County Board of Supervisors approved the use of \$5,000 of Measure Z funding to be used towards abatement activities. These funds were used to tow and dispose of a total of seventeen (17) vehicles.

**ATTACHMENT S**

Measure Z Quarterly Narrative Report Form – Q4 2017/18

**COUNTY OF HUMBOLDT – MEASURE Z  
Quarterly Narrative Report Form**

Organization Name: CITY OF RIO DELL Report Date: June 30, 2018

Contact Name: Brooke Kerrigan Phone: 707.764.3532

1. Please describe the Measure Z activities completed and/or total numbers served or reached.

The purpose of Measure Z funding is to provide clerical support in the City’s police department to support law enforcement, nuisance abatement and code enforcement. With the added administrative support Police Officers are able to spend more time dedicated to law enforcement activities such as 9-1-1 emergency response, crime investigation/prosecution, drug/illegal marijuana growhouse enforcement prevention, and other duties that serve to create a safer community for Rio Dell.

Measure Z funding is an important benefit for the City of Rio Dell. By having the Records Technician in the Police Dept. law enforcement response times are shortened and the doors are open more often. Overall, the community is better served by having support available in the Police Department to immediately assist the public. Without Measure Z open doors would be sporadic and unreliable, and response times lengthened.

The Police Records Technician position has also created an effective plan towards creating a more harmonious community through Code Enforcement. By actively responding to complaints and facilitating abatement, the City is also enhancing the housing inventory and improving property values in the City of Rio Dell.

Code enforcement and nuisance abatement activities include animal control, building code enforcement, tampering with City property, marijuana, noise, camping, trash, vehicle, and visual blight nuisances.

FISCAL YEAR 2017/18  
SUMMARY - CODE ENFORCEMENT AND NUISANCE ABATEMENT ACTIVITIES

	1ST QTR	2ND QTR	3RD QTR	4TH QTR	CURRENT YEAR	PRIOR YEARS	PROGRAM TOTAL
<b>OPENED CASES (New)</b>	40	7	21	<b>29</b>	97	147	244
<b>CLOSED CASES (All)</b>	42	24	11	<b>23</b>	100	104	204
<b>CASES OPEN AT June 30, 2018</b>							<b>40</b>

During the 4<sup>th</sup> quarter for FY 2017/18 twenty-nine (29) new code enforcement cases were received. The majority was for vehicle nuisances (26); one (1) was for animal nuisance; one (1) was for visual blight; and one (1) was for building/land use. Twenty-three (23) cases were closed with the majority of these for vehicle nuisances (17) through the City’s code enforcement activities made possible through Measure Z funding.

2. What difference did Measure Z funding make in the Community and for the population you are serving?

The four day a week clerical position adds safety to the community by designating more time that an officer can spend in the field, instead of simultaneously having to be available for active patrol and customer assistance at the Police Department. Without Measure Z funding administrative support in the Police Department would be lost potentially allowing victims of crime undue harm due to prolonged wait times.



3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above. N/A

---

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



**For Meeting of: August 7, 2018**  
 Consent Item;  Public Hearing Item

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Kyle Knopp, City Manager   
Date: July 30, 2018  
Subject: Letter Opposing AB 2681.

---

---

**Recommendation:**

That the City Council:

1. Authorize the Mayor to sign a letter opposing AB 2681.

**Background and Discussion**

The California Building Officials (CALBO) recently sent out an email to local jurisdictions encouraging the opposition of AB 2681, Seismic Resiliency. This Bill would require Building Departments to create an inventory of potentially vulnerable buildings within its jurisdiction, based on age and other publicly available information. This inventory would then be submitted to the Office of Emergency Services (Cal OES) for review of compliance standards.

CALBO believes and staff concurs that adding a new system and program to an already burdened department will create staffing and financial difficulties throughout the State. The entire system and process created by AB 2681 is an onerous task to be passed on to local government.

Please see the attached email and letter for more information regarding AB 2681.

**Attachments:**

- Attachment 1: Email from CALBO regarding AB 2681.
- Attachment 2: Letter opposing AB 2681.

## Kevin Caldwell

---

**From:** California Building Officials [info=calbo.org@mail45.atl11.rsgsv.net] on behalf of California Building Officials [info@calbo.org]  
**Sent:** Wednesday, July 11, 2018 10:17 AM  
**To:** Kevin Caldwell  
**Subject:** Legislative Outreach Alert - AB 2681 (Seismic Resiliency)

July 10, 2018

California Building Officials »

## Legislative Outreach Alert – AB 2681 (Seismic Resiliency)

### Member Call to Action

This year's legislative session has been filled with building health and safety issues that directly affect our membership. CALBO has been closely tracking several bills, and advocating our strong position at the State Capitol. The Legislature is currently on "summer recess" and will reconvene in August to finish the last few weeks of session. During this time, it would be helpful to get CALBO's local jurisdictions involved in these advocacy efforts and express their individual concerns with bills that are moving through the process.

CALBO has been working on the Seismic Resiliency Initiative (SRI) for many months, and has taken a position on the SRI bills that are moving through the Legislature. Assembly Member Nazarian (D – North Hollywood) has introduced a measure, AB 2681, which would establish a statewide mandate for a "potentially vulnerable buildings" inventory. CALBO recognizes the need for seismic resiliency efforts, but does not support a statewide mandate that does not take into consideration local needs and regional diversity. Additionally, the bill in its current form does not provide any secured funding for local governments. This further concerns CALBO as building departments would be tasked with this large undertaking with no financial support for departmental time or administrative costs.

This bill specifically mentions areas of the state that are seismically vulnerable, and therefore responsible for providing a local inventory to the Office of Emergency Services (CalOES). As written, AB 2681 specifically targets  $\frac{3}{4}$  of the counties in California. The other  $\frac{1}{4}$  of the state is less likely to be effected by seismic activity, but could still be required to conduct the inventory based on their proximity to seismically vulnerable areas.

If your agency is interested in joining CALBO in "Opposing" this measure, please send the attached letter template, with the required fields updated to match your local jurisdiction's information. AB 2681 will be heard in the Senate Appropriations Committee on **August 6, 2018**. To find your legislator on the Committee, use this [online tool](#). If your local Senator does not sit on the Appropriations Committee, feel free to submit a letter to their office expressing your jurisdiction's concerns.

Step 1: [Look up](#) your local Senator

Step 2: Edit [letter template](#) with your jurisdiction's information

Step 3: Send to your local representative or Appropriations Committee Member **and** Assembly Member Nazarian's office.

If you have any questions, please contact [Katie Almand](#), Government Affairs Manager.

**Assembly Member Adrin Nazarian**  
**D – North Hollywood**  
**District 46**  
**State Capitol, Room 4146**  
**Sacramento, CA 95814**  
**Phone: (916) 319-2046**  
**Fax: (916) 319-2146**

### [Senate Appropriations Committee Members](#)

**Senator Anthony J. Portantino (Chair)**

D – La Canada  
District 25  
State Capitol, Room 3086  
Sacramento, CA 95814  
Phone: (916) 651-4025  
Fax: (916) 651-4925

**Senator Patricia Bates (Vice Chair)**

R – Laguna Niguel  
District 36  
State Capitol, Room 305  
Sacramento, CA 95814  
Phone: (916) 651-4036  
Fax: (916) 651-4936

**Senator Jim Beall**

D – San Jose  
District 15  
State Capitol, Room 2082

Sacramento, CA 95814  
Phone: (916) 651-4015  
Fax: (916) 651-4915

**Senator Steven Bradford**

D – Gardena  
District 35  
State Capitol, Room 2062  
Sacramento, CA 95814  
Phone: (916) 651-4035  
Fax: (916) 651-4935

**Senator Jerry Hill**

D – San Mateo  
District 13  
State Capitol, Room 5035  
Sacramento, CA 95814  
Phone: (916) 651-4013  
Fax: (916) 651-4913

**Senator Jim Nielsen**

R – Red Bluff  
District 04  
State Capitol, Room 2068  
Sacramento, CA 95814  
Phone: (916) 651-4004  
Fax: (916) 651-4904

**Senator Scott Wiener**

D – San Francisco  
District 11  
State Capitol, Room 4066  
Sacramento, CA 95814  
Phone: (916) 651-4011  
Fax: (916) 651-4911

**Committee Consultant:** Mark McKenzie, Senate Appropriations Staff  
Director [mark.mckenzie@sen.ca.gov](mailto:mark.mckenzie@sen.ca.gov)  
(916) 651-4101

 [AB 2681 Letter Template - Senate Appropriations](#)  [AB 2681](#)

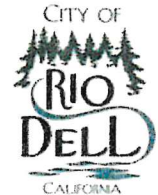
[Language 07-02-18](#)  [CALBO AB 2681 Coalition Letter](#)

© 2018 California Building Officials. All rights reserved.

You are receiving this e-mail because you signed up at our website: [California Building Officials](#). If you

---

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



August 7, 2018

Senator Mike McGuire  
State Capitol  
1303 10<sup>th</sup> Street, Room 5061  
Sacramento, CA 95814

**RE: AB 2681 (Seismic safety: potentially vulnerable buildings)**

**NOTICE OF OPPOSITION**

Dear Senator McGuire:

The City of Rio Dell regrestfully opposes AB 2681(Nazarian). This bill would require each building department, of a city or county, to create an inventory of potentially vulnerable buildings within its jurisdiction, based on age and other publicly available information. This inventory would then be submitted to the Office of Emergency Services (Cal OES) for review of compliance standards.

The City of Rio Dell appreciates the good intentions of this bill, and the efforts of the Seismic Resiliency Initiative workgroup. However; we are strongly opposed to a statewide mandate contained within the bill, and feel that such a universal requirement will pose major compliance problems for many local jurisdictions. Local California building departments reflect the diversity of our great state, and many are too small to carry out the provisions set forth in AB 2681. Further, adding a new system and program to an already burdened department will create staffing and financial difficulties. The entire system and process created by AB 2681 is an onerous task to be passed on to local government.

As of the July 2 amendments, the bill has not identified a funding mechanism for this program, or its maintenance, which places an additional burden on the local building departments and building owners. Currently, the language only calls for Cal OES to *identify funding* instead of actually having to secure a funding source for this statewide program. Securing this funding source would be crucial for local governments to finance such a large undertaking. The way the language is currently drafted allows for Cal OES to identify funding, even if such funding is unavailable for this program.

The City of Rio Dell supports local jurisdictions that have adopted their own seismic ordinances. These ordinances allow building officials to modify local standards to meet

the needs of the region and the community. This is in compliance with the six-point policy of California Building Officials, which maintains that the state should establish minimum standards and local entities can apply more stringent standards based on their discretion.

Sincerely,

Mayor Frank Wilson

cc: The Honorable Adrin Nazarian  
Members of the Senate Appropriations Committee  
Mark McKenzie, Staff Director, Senate Appropriations Committee





---

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

August 7, 2018

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager   
SUBJECT: Approval of Employment Agreement for Wastewater Superintendent

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to Sign Employment Agreement.

BACKGROUND AND DISCUSSION

The Current Wastewater Superintendent Trainee has successfully fulfilled the requirements of his position and is being extended the offer to serve as the City of Rio Dell's Wastewater Superintendent.

The attached agreement is similar to the Water and Roadways Superintendent contract. There is no alteration of the existing master salary table. The term is through June of 2019, similar to the City's other employment contracts.

///

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

This employment agreement, is made and entered on or about this seventh (7th) day of August, 2018 (the "Effective Date") by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Ethan Purvis**, hereinafter referred to as "Employee", both of whom understand as follows:

**WHEREAS**, Employer desires to employ the services of said employee 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 **Ethan Purvis 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 Certified Operator and/or City Manager shall from time to time assign.

**SECTION 2. TERM**

This Agreement shall remain in effect through June 30, 2019, or until Employee's term of employment is terminated as provided in this Section 2 and/or Section 3 of this agreement, or by the voluntary resignation of Employee. Employee understands he will provide Employer with forty-five (45) days of notice prior to resignation. This Agreement may be superseded by subsequent written agreements made between Employee and Employer at mutually acceptable times throughout Employee's term of Employment.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Employee shall not be terminated from employment within the 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 Employee in the performance of the powers and duties of his office. In all other circumstances, the Employee can be terminated from employment **with or without cause and for any reason (or no reason at all)**

following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2019) the employee shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as **Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

- b. **Severance Payment Exception.** Should the Employee be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Employee voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

**SECTION 3. SUSPENSION OR REMOVAL, TERMINATION**

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

**SECTION 4. DISABILITY**

Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee's employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**SECTION 5. SALARY**

The Salary for the Water/Streets Superintendent shall be as follows: Employee shall start at step B upon execution of the contract.

Contract Employees					
JOB TITLE	Salary Range				
	A	B	C	D	E
Wastewater Superintendent	54,717	56,359	58,050	59,791	61,585

Step A - Payable during first year of employment.

- Step B - Payable during second year of employment subject to performance.
- Step C - Payable during third year of employment subject to performance.
- Step D - Payable during fourth year of employment subject to performance.
- Step E - Payable during fifth year or more of employment subject to performance.

Employee shall be provided "Pager Pay" when assigned this duty by the Public Works Director or City Manager. Pager pay compensation shall be provided at the level cited the Rio Dell Employee's Association agreement.

**SECTION 6. PERFORMANCE EVALUATION**

The City Manager shall review and evaluate the performance of the Employee not later than nine months following the Effective Date of this agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Wastewater Treatment Plant 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 City Manager. Employee shall receive no overtime pay or compensatory time off and is deemed an overtime pay exempt, salaried employee of the City.

**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 Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

**SECTION 9. AUTOMOBILE**

Employee's duties require that she/he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the Internal Revenue Service. 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. Failure to maintain a valid driver's license or failure to maintain insurable driving standard as defined by City's insurance coverage shall be cause for termination. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

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

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

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

**SECTION 11. ACCRUED VACATION LEAVE**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

**SECTION 12. WORK RELATED EXPENSES REIMBURSEMENT**

Employer agrees to pay or reimburse a \$500.00 annual clothing allowance payable \$125.00 quarterly. 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 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT**

Medical, Dental and Vision Insurance shall be provided for the Employee as the City provides for other management positions. The contribution amount by the City shall be 100% of the

premium costs for these benefits for the Employee and 70% of the total premium costs for Employee's dependents, depending on their age and status as a student as provided in the plan document. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

**SECTION 14. 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 twelve percent (12%) of the Employee's salary to the Deferred Compensation 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 during the term of this agreement.

**SECTION 16. AGREEMENT EFFECTIVE**

This Employment Agreement shall become effective August 7, 2018 and shall remain in effect through June 30, 2019, 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, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

**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 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 20. 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 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.** The City Manager 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 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:

<b>EMPLOYER</b>	<b>EMPLOYEE</b>
<b>City of Rio Dell</b>	<b>Ethan Purvis</b>
<b>Rio Dell City Hall</b>	<b>675 Wildwood Avenue</b>
<b>675 Wildwood Ave</b>	<b>Rio Dell, CA 95562</b>
<b>Rio Dell, California 95562</b>	

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 17 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.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

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.

**EMPLOYEE**

*Ethan Purvis*                      8/3/2018  
Ethan Purvis,                              Date  
Wastewater Superintendent

**EMPLOYER**

\_\_\_\_\_  
Kyle Knopp                      Date  
City Manager

Approved as to form:

\_\_\_\_\_  
Russ Gans, City Attorney              Date






---

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

August 7, 2018

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager   
SUBJECT: Contract for Code Enforcement Services

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to sign the agreement.

BACKGROUND AND DISCUSSION

The attached agreement proposes to utilize professional code enforcement services at a rate of \$25.00 per hour up to a maximum of 700 hours through the fiscal year, or \$17,500 plus mileage reimbursement at the IRS rate. The cost of this contract will be covered by the existing budget of the Police Department using salary savings from existing and projected vacancies.

///

City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA 95562  
Telephone: (707) 764-3532; Fax: (707) 764-5480

**Professional Services Agreement**

**This Professional Services Agreement (this "Agreement") is made and entered between the parties listed below as of the date(s) set forth below. For your protection, make sure that you read and understand all provisions before signing. The General Terms and Conditions attached hereto as EXHIBIT "A" are incorporated in this document and, along with this page, constitute material terms and conditions of the Agreement between the parties.**

TO: Bernadette Arwood DATE: \_\_\_\_\_  
\_\_\_\_\_  
Agreement No. \_\_\_\_\_  
\_\_\_\_\_

The undersigned Consultant offers to furnish the following services (the "Services"):

The Services shall be provided on a time and materials basis not to exceed the amounts described in **EXHIBIT "B"**, which is attached hereto and incorporated herein by reference. The scope of work for this project includes the following:

Code enforcement services shall include the following:

- Provide code enforcement officer services for up to 700 hours before June 30, 2019;
- Code enforcement officer(s) shall have a minimum of three years of experience;
- Code enforcement officer(s) shall keep schedule determined no less than two weeks in advance at any given time;
- Investigate violations of City zoning, building, nuisance, and property maintenance laws, file complaints against violators;
- Perform field surveys and investigate complaints of possible zoning including cannabis regulation violations, building, nuisance and property maintenance code violations;
- Recognize the need for, and implement appropriate remedial actions to correct violations;
- Perform and document inspections to determine the validity of complaints, and to identify conformance to the applicable codes and ordinances;
- Take photographs and necessary measurements and gather all pertinent facts from the parties involved;
- Prepare and issue a warning, Notice of Violation, Notices and Order when necessary, administrative citations as required and in compliance with the Rio Dell Municipal Code, as amended from time to time;
- Provide neighborhood patrols for visible violations of the City's zoning, building, nuisance and property maintenance laws.

- Provide all necessary equipment, uniforms, and vehicles for code enforcement officer(s);
- Provide other professional code enforcement support services as determined by the Chief of Police; and
- Coordinate and attend meetings of the City's Nuisance Committee, acting as staff to the committee.
- Coordinate all activities with the Chief of Police, the City Manager, other City Code Enforcement agents and the City Attorney, as necessary.
- Prepare and present agenda item(s) to the City Council related to adoption of Hearing Officer Services related to code enforcement including any recommended changes in City Ordinance.
- Contractor shall fill out background investigation form and perform Livescan for the review of the Chief of Police.
- Contractor shall be reimbursed for mileage at the IRS rate. Miles and hours may not be billed for time spent travelling to or from Rio Dell.

**Payment Intervals:**

Monthly, 30 days after invoice unless contested.

Instructions: Sign and return original. Upon acceptance by City of Rio Dell, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: City of Rio Dell

Consultant:

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Other authorized representative(s):

Other authorized representative(s):

\_\_\_\_\_

\_\_\_\_\_

**List of Exhibits:**

Exhibit "A" – General Conditions

Exhibit "B" – Compensation Schedule

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

1. **Performance of Services/No Assignment.** Time is of the essence in performance of the Services. Consultant represents to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Except as specifically authorized under this Agreement, the services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City.

2. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, attorney's fees, disbursements and court costs) of every kind and nature that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them in performance, or non-performance, of services under this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant

3. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

3.1 The Consultant shall at all times remain an independent contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section.

4. **Insurance.** Unless otherwise agreed, without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. Signature. A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.

D. Coverage Requirements.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his or her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (10 calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than two million dollars (\$2,000,000) combined single limit for each occurrence.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate.

E. Endorsements. Each general liability and automobile liability insurance policy shall either include or be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant's operations or services provided to City. Any

insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, or canceled, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

5. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing work under this Agreement, whether completed or in process. The Consultant shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) that are not related to the scope of services described under this Agreement.

6. **Confidentiality.** All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, or required by law. All documents, including drafts, preliminary drawings or plans, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information.

7. **Intellectual Property Indemnity.** The Consultant shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in Consultant's drawings and specifications provided under this Agreement.

8. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection.

9. **Conflict of Interest.** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

Consultant warrants that neither Consultant, nor any of its employees, agents or subcontractors, has a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

10. **Nondiscrimination.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

11. **Termination.** In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) calendar days, or if more than seven (7) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within seven (7) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, to terminate this Agreement at any time by giving seven (7) calendar days prior written notice to Consultant. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. On the effective date of termination, Consultant shall deliver to City all reports, documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

12. **Waiver.** A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character. The acceptance by the City of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

13. **Amendments.** This Agreement may be modified or amended only by a written document executed by both Consultant and City.

14. **Controlling Law and Venue.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of or otherwise relating to this Agreement shall be filed and maintained in the County of Humboldt.

## EXHIBIT B—COMPENSATION SCHEDULE

### City of Rio Dell Code Enforcement Professional Services Agreement

Payment for Code Enforcement Services provided by Consultant shall be as follows:

1. **Amounts.** Consultant shall be entitled to compensation for services rendered under this Agreement as follows (the "Payment Schedule"):
2. **Not to Exceed Maximum.** In no event shall Consultant invoice the City for an amount in excess of \$17,500 during the term of this Agreement (the "Not to Exceed Amount"), of the Effective Date of this Agreement, unless sooner terminated) (the "Yearly Not to Exceed Amount").

In the event Consultant performs services for the City pursuant to the Payment Schedule which exceed the Monthly Not to Exceed Amount, all billings in excess of the Monthly Not to Exceed Amount will be waived by, and not payable to, Consultant. Likewise, in the event Consultant performs services for the City pursuant to the Payment Schedule which exceed the Yearly Not to Exceed Amount, all billings in excess of the Yearly Not to Exceed Amount will be waived by, and not payable to, Consultant.

3. **Hourly Rate.** Consultant shall bill in quarter hour increments, not to exceed \$25.00 per hour.





## **Staff Update – 2018-08-07**

---

### **City Council**

#### **City Manager**

Met with staff from Recology at their Samoa facility.

Attended Meeting of Humboldt County Solid Waste Local Task Force.

Issued Press Release on City Council election.

Coordinate tours and media for HRDBP.

Worked on sidewalk infill ATP grant application – application filed.

Met with Mayor and PG&E representative over inverse condemnation and AB 33.

Attended open house in Fortuna for Terra-Gen wind energy project.

Met with representatives of Humboldt Growers Association.

Met with Sydney Lewis from Kamala Harris' office, along with Councilmembers Marks, Johnson and Garnes.

Strategized with DanCo, Community Resource Center and others on ADA compliance for Rio Dell public services.

Talked with County on monument Slip Out – Federal funds have been awarded. County tentatively to construct repair in spring of 2019. However, County warns that repairs might take until 2020.

Multiple meetings on track and trace, including interagency discussion with Eureka and County of Humboldt.

Conducted sealed bid for Sewer Jetter.

#### **City Clerk**

Processed seven (7) Building Permits:

1. 261 Belleview Ave. - Pergola & Deck
2. 143 Monument Rd.- Sewer Lateral



3. 318 First Ave. - Sewer Cleanout
4. 111 First Ave. - (1) Window
5. 925 Hilda Ct. – PV Solar System
6. 615 Gunnerson Lane – PV Solar System
7. 590 View Ave. – Sewer Cleanout

Processed two (2) Business License applications:

1. Freedom Forever, LLC – Non-Resident Solar Contractor
2. Honey Hole Iron – 1397 Eeloa Ave. - Welding, Fabrication, Fences, Gates

Attended the Rio Dell Library ADA meeting at the County with the City Manager on July 26, 2018.

Terminated contract with A-1 Cleaning Services, LLC for cleaning of City Hall, effective August 23, 2018.

Redwood Glass will be installing (7) new sliding windows at City Hall over the next week or two.

### **City Attorney**

#### **Human Resources, Risk & Training**

City Manager, finance and Public Works staff conducted 10 interviews and offered two individuals OIT positions.

Set up interviews for Finance Department Fiscal Assistant I/II

#### **Finance Department**

CDBG Annual Reports filed

Complete annual payroll report for Small Cities Organized Risk Effort (SCORE)

File 941 and DE7 Internal Revenue Service and Employment Development Department quarterly payroll reports

Measure Z Quarterly report completed

On-going reconciliation of GL accounts for year-end audit

Transfer funds to LAIF account (investing activities)

July utility billing processed and bills mailed



On-going accounts payable (A/P), accounts receivable (A/R), payroll (P/R), general ledger (G/L), DocStar electronic document filing, and general accounting duties

### **Public Works Water**

1. Training with Utility Crew (ONGOING)
  - a. Operating New Sewer Jetter
  - b. Operating Vactor Trailer
  - c. Operating JD riding mower
2. Meter Reading
3. Meter RE-Reads for leaks and / or High usage.
4. General Work orders for Public Works Dept.
5. North and South Gateway Mowing and Cleanup
6. Street Sweeping throughout town (County Sweeper)
7. Roadways Mowing, Weed eating and Tree Trimming.
8. Garbage cleanup on River Bar and throughout town.
9. Corp yard cleanup and organizing.
10. Preparations for Wildwood Days
11. Safety Trainings
12. Work on Electrical issues at North Rio Dell Welcome Sign.
13. General vehicle maintenance

### **Public Works Wastewater**

Forklift acquisition was put on hold last week. United Rentals was given direction to send pictures to staff as a way of identify any visual issues with the forklift before signing paperwork and taking possession of the lift. However, through a series of mix ups on delivery dates and Staffing issues with united rentals, the forklift was delivered early without visual inspection of the lift. Staff immediately identified four maintenance issues that need to be taken care of before and taking possession of the lift. After Negotiating with the Sales Rep at United Rentals, all repair work identified by staff will be completed, as well as a new quote provided showing an additional 1250 off the original price of the lift. It is the opinion of staff this lift will still be a good option for the city. When repairs are completed Staff will visually inspect the lift before the delivery and give a final approval of payment to United Rentals or consider other quotes provided to the City Council.

### **Public Works Streets, Buildings and Grounds**

#### **Public Works City Engineer**

The City has received three proposals for engineering services from our recent RFQ. Evaluation is underway.



### **Public Works Capital Projects**

Work is expected to begin on the Water backwash drain realignment project at the corporation yard within the next two weeks.

### **Police Department**

The Department had the following statistics for the period of July 11 to July 31, 2018. This period of time saw a lower than normal number of calls for service, reports and arrests. This may have been due in part to Officer Carnahan being away at training for a week and consequently, the hours of service were reduced.

Officer	Calls for Service	Reports	Arrests
Conner	36	9	1
Beauchaine	43	11	2
Carnahan	12	4	1
Totals	97 (6 unassigned)	24	4

During the period of July 11 to July 31, 2018, the Department opened twelve new cases dealing with abandoned or junk vehicles. During the same time period, the Department closed eleven cases. Of the eleven, seven were towed by the City with the remaining four being closed by voluntary compliance.

During the period of July 11 to July 31, 2018, there were fourteen calls for service related to animal control issues. Six dogs were transported to Miranda's Rescue. One of these calls was for a dog that had been on an aircraft cable tether in the backyard. The dog was athletic and was able to jump the six-foot-high fence. Unfortunately, the tether was not long enough to allow the dog to reach the ground on the other side and the dog was strangled to death by its collar.

On July 29, 2018, Officer Carnahan was on patrol when he stopped to investigate two vehicles parked near the Eagle Prairie Bridge. One of the vehicles had two license plates on it that did not match. The vehicle's registration expired in 2015. As part of the process to have the pickup truck towed, Officer Carnahan completed an inventory of the contents. In so doing, he found drug paraphernalia and ammunition. As the tow truck driver arrived, a convicted felon approached Officer Carnahan. Officer Carnahan was able to connect the pickup with the convicted felon and he was arrested on numerous charges. The felon was transported to the jail and the truck was towed and stored.

### **Community Development Department**

Meeting with City Manager, Rex Bohn and Natalynne DeLapp to discuss Terra-Gen Wind project.



Two Inspections for 918 Hilda Court Solar project.

Review and approve Solar Plans for 925 Hilda Court.

Process Mazur Notice of Merger.

Review County-Rio Dell Library ADA Report and findings. Review pertinent Sections of the California Building Code and the Federal Regulations (28 CFR Part 36).

Reviewed and approved Plans for deck and gazebo at 261 Belleview Avenue.

Complete review and project report for DANCO's 26 unit project as part of the State's tax Allocation Committee application.

Review Ruth Roan CDBG file and terms of assumption. Prepare Request for Notice of Default or Sale for recordation.

Review inquiry regarding Air B&B's in the City of Rio Dell. Reach out to other local jurisdictions regarding their regulations.

Prepare Council Staff Report and Draft Ordinance for Commercial and Neighborhood Center text amendments to allow apartments on upper floors of commercial buildings.

Review HCD's Regional Housing Needs Allocation (RHNA) information for the upcoming Housing Element cycle.

Review and approve Solar Plans for 615 Gunnerson Lane.

Review Evans CDBG file regarding loan and lien on mobilehome.

### **Intergovernmental**

Staff attended a meeting with the Fire District and County of Humboldt to review the USDOJ Consent Decree and options for preserving library services in Rio Dell.

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

Review first comments/corrections for Glenn White's tenant improvements for Building #3.

Prepare for and attend Planning Commission meeting for Strictly Humboldt and the Community Commercial and Neighborhood Center text amendments to allow apartments on upper floors of commercial buildings.



Meeting with Sandi DeLuca regarding Mountain Investments permits and sale of parcel and project.

Research and review old deeds and maps related to Well #2 over at the HRDBP.

Review Chain of Custody (Track & Trace) information for Humboldt Live Resin.

Begin review for State proposed final cannabis regulations.

Meeting with Natalynne DeLapp and Terra Carver regarding the HRDBP.

Inspection of Glenn White foundation/anchor system for modular office.

Meeting with Glenn White and City Manager regarding extending water line.

Prepared and executed Agreement with Interwest Consulting for Plan Check services for Glenn White's tenant improvements for Building #3. Assembled Plans and Specifications and mailed to Interwest.

---

### Council Priority Areas

---

#### Street Work

Street sweeping conducted on July 27<sup>th</sup>.

#### River Access

#### Habitat Parcel

Work with contractor to define scope and cost of project.

#### Code Enforcement

Draft contract for code enforcement and issued letters.

#### Access Humboldt


The 8/7/18 Council meeting will audio recorded.

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



August 7, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Related to Rio Dell Library and Americans with Disabilities Act (ADA).

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the Mayor to sign the attached letter.

Alternative: Provide alternate direction to staff; or,

Take no action. While the Rio Dell Library faces no impending decision to close the facility, it has been identified by the Department of Justice as ADA non-compliant, potentially threatening its future in the community.

BACKGROUND AND DISCUSSION

On September 13, 2016 the County of Humboldt entered into a consent decree with the United States Department of Justice (DOJ), which mandates the County of Humboldt to comply with Title II of the Americans with Disabilities Act (ADA) of 1990. Title II applies to state and local government entities and the programs, services and activities provided by such entities by protecting qualified individuals with disabilities from discrimination on the basis of disability. The consent decree requires the county to modify facilities, where feasible, to ensure that programs, services and activities are accessible to and useable by individuals with disabilities. The county is subject to meeting multiple timelines, with the overall result of bringing all county-owned and leased facilities providing programs, services and activities into compliance with the ADA by September 13, 2019.

The consent decree required the county to hire an Independent Licensed Architect (ILA) and for the ILA to certify alterations, additions or modifications to facilities. On March 16, 2017, the DOJ approved SZS Consulting Group as the County's ILA. During 2017 the ILA went to various locations throughout the County to conduct assessments, including Rio Dell.

The consent decree specifically identifies over 50 facilities that contain barriers to access pursuant to Title II. The Rio Dell Library is one of those facilities specifically mentioned in the consent decree. However, the consent decree also states the county and ILA will ensure

compliance with the requirements of Title II for all of the county's facilities offering programs, services and activities, effectively adding another 75 county facilities not explicitly mentioned in the consent decree. These evaluations are also conducted based upon the current federal standards for ADA that also include not just a specific facility but also the nearest path of travel to the facility's ADA parking space and the nearest path of travel to a bus stop. During 2017 the City was visited by the ILA who conducted studies related to the library, its ADA parking, and the path of travel between the library and the nearest bus stop, located on Wildwood Avenue near City Hall.

The ILA has found ADA deficiencies in all three facilities and has identified the cost to bring the facilities up to current ADA code as \$248,365. Staff believes this number to be an underestimation. The County has estimated that the library itself will require \$127,250 in modifications to meet the most time sensitive components of the original consent decree. This cost includes \$25,450 to hire an Architecture and Engineering firm to provide biddable designs. This cost does not include project management or the hiring of a CASP certified specialist who can evaluate the contractor's adherence to the ADA specifications in the design.

Signed in 2012, the current lease agreement for the library states that responsibility for ADA compliance is held by the Rio Dell Fire Protection District. The library is staffed and operated by the County of Humboldt. The sidewalks and bus stop facilities are the responsibility of the City.

The County of Humboldt is facing a September 7<sup>th</sup> deadline to submit reporting to the Department of Justice. The County will need to designate an ADA accessible library; most likely at the Fortuna Library. While the Rio Dell Library would not have to be closed, a transition plan would need to be established for the public use facility, including the parking and sidewalks.

Several potential solutions exist:

- 1.) That the County of Humboldt identifies the Fortuna Library as the designated disability access facility for the region on an ongoing basis. This may resolve the County's dilemma with the Consent Decree. If the facility remains a public facility, it would still be required to meet ADA requirements, including the path of travel to the nearest bus stop. There is no guarantee that the USDOJ will consider the matter resolved as far as the building itself is concerned.
- 2.) Have the Fire District bring the library building up to ADA code. During a July 26, 2018 meeting with the County of Humboldt and Fire District, representatives of the Fire District indicated that they were not in a financial position to bring the facility up to ADA code. It is not clear if this is the official Fire District position. Should the Fire District upgrade the building, the City will need to develop a transition plan to update the path of travel to the bus stop to bring the facility into full compliance.
- 3.) The City could assess taking over ownership of the library property. This would be taking on a significant liability, including the continued responsibility for ADA parking and path of travel to the nearest bus stop. However, the City may be in a better position to leverage grant dollars to bring the facility up to ADA code. No clear path to grant funding has been identified at this time.
- 4.) There is a potential solution involving DanCo's affordable housing project. The concept would involve DanCo adding approximately 1,000 square feet of space to the common building of their proposed development and relocating it adjacent to Rigby Street. This site could then house a relocated library. This concept is in its infancy but if successful, would alleviate ADA access concerns for the library well into the future



and keep the library in Rio Dell. Rigby Street is also on the bus route and the bus stop itself could be relocated to directly in front of the new library.

At this point in time staff recommends authorizing the Mayor to sign the attached letter on this issue. The letter states the City's interest in the library remaining within the City of Rio Dell and endorses the exploration of options 2-4 above as a preliminary transition plan. In theory the County can use this letter (along with one issued by the Fire District) to help provide time for all parties to explore potential solutions to keep the library in Rio Dell.

The Fire District will meet on August 9<sup>th</sup> to discuss this issue.

///



---

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

August 7, 2018

To Whom It May Concern,

**RE: City of Rio Dell Policy Statement on Rio Dell Public Library**

It has come to our attention that the Rio Dell Library is not in compliance with the American's with Disabilities Act (ADA). The facility falls under United States Department of Justice Consent Decree with the County of Humboldt. The library facility is not owned or operated by the City of Rio Dell, nor does the USDOJ Consent Decree itself specifically mention properties owned by the City. The library could face closure if this issue is not addressed by the parties currently responsible for the service.

On behalf of the City Council I wish to express our support for the following potential solutions to this problem:

- 1.) The City of Rio Dell encourages the Fire District to make the necessary modifications to the building in order to bring the facility up to modern ADA standards.
- 2.) Should the Fire District be unwilling or unable to make these upgrades, the City of Rio Dell commits to a discussion with the Fire District regarding transfer of ownership of the property to the City where the City may be able to leverage additional grant dollars to upgrade the building and remove access barriers for the disabled.
- 3.) Should neither of the above options work, the City will continue to work with the Rigby and Center Street DanCo Affordable Housing Project in order to secure a new ADA compliant facility for the library.

The library services and the facility are the responsibility of both the County of Humboldt and the Fire District. We encourage these two entities to work together to solve these long-standing issues. The library is an asset of the community that is worth preserving. The City of Rio Dell is willing to help both the County of Humboldt and the Fire District explore options that will preserve library services for the community. We believe that six months are needed in order to explore the various options and develop an actionable transition plan. Such an actionable transition plan should be ready by February 7, 2019.

We understand that if no viable alternative is possible, Library services could be redirected to other ADA compliant facilities in the City of Fortuna, City of Eureka or provided by the County library bookmobile. We do not find this to be an acceptable outcome and write this letter to endorse the efforts to keep the Rio Dell Library in Rio Dell.

Sincerely,

Frank Wilson  
Mayor



---

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

August 7, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Presentation from Danco on Low Income Housing Project

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation.

BACKGROUND AND DISCUSSION

Chris Dart from Danco will discuss a proposal for low income housing located on a vacant parcel adjacent to Rigby and Center Streets.

Attached: A description of the project from the California Tax Credit Allocation Committee.

///



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

CITY OF RIO DELL

JUL 30 2018

RECEIVED

915 Capitol Mall, Suite 485  
Sacramento, CA 95814  
p (916) 654-6340  
f (916) 654-6033  
www.treasurer.ca.gov/ctcac

MEMBERS

JOHN CHIANG, CHAIRMAN  
State Treasurer

BETTY YEE  
State Controller

MICHAEL COHEN  
Director of Finance

EXECUTIVE DIRECTOR  
Mark Stivers

July 24, 2018

Kyle Knopp  
City Manager  
City of Rio Dell  
675 Wildwood Ave  
Rio Dell, CA 95562

Dear Mr. Knopp:

The California Tax Credit Allocation Committee (TCAC) administers both the federal and state Low Income Housing Tax Credit Programs, and we have just received a Housing Tax Credit application for a project located in your jurisdiction. The applicant listed below has sent a formal review request along with an evaluation form to the local reviewing agency. However, federal law requires us to notify you upon receipt of the application. We welcome any comments you may have. A copy of the project description submitted with the application is attached for your review. The following information identifies the project:

Applicant: Rio Dell Rigby LP (to be formed)  
Project Name: Rio Dell Rigby Affordable Housing Project  
TCAC Project #: CA-18-085  
Project Address: SW Corner of Center Street & Rigby Ave  
Rio Dell, CA 95562  
Low Income Units: 25

If you choose to comment, please do so by **August 15, 2018**. You may contact TCAC staff at (916) 654-6340 if you should have any questions in the meantime. I appreciate your attention to this matter and look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Stivers', is written over a faint, larger version of the same signature.

Mark Stivers  
Executive Director

**Attachment 12  
Construction and Design Description  
Regulation 10322(h)(11)**

This attachment should be a detailed narrative description of the proposed project's construction and design including how the design will serve the targeted population.

Include basic information about the project:

- number of buildings, stories per building, units per building, any elevator access
- building construction, foundation, and exterior type(s)
- building area uses (residential, community/common, commercial)
- housing type and how the design will serve the targeted population
- number of units and bedroom types, accessibility features
- parking (number of spaces, carports, accessibility)
- site amenities (examples: community and common areas, laundry, gated access, security, recreational areas, pool, community garden, etc.)
- sustainable and green building elements
- multi-phase projects should provide info about other phase sites (previously built or proposed) and any shared areas, services, management, etc. These may require prior approval by TCAC.
- summary of any planned parcel subdivisions or parcel merging, if not described elsewhere.
- description of any existing structures

**Overall Project Vision:**

The proposed project, **Rio Dell Permanent Supportive Housing**, is designed based on the Pocket Neighborhood concept. The project includes 26 Cottage style residential units with a manager's unit and Common structures. The design is approached with a focus on the respect to the functional and social needs of the residents, including the principles of neighborly behavior along with accessibility and Universal Design. Special attention is given to the following Vision and goals:

- Attractive and dignified living opportunities
- Independent living with neighbors
- Welcoming and safe, layering of public to private
- Within the context of neighboring buildings both in scale and material expression
- A fresh & positive environment, vibrant landscaping and textures
- Vernacular and economical, with special areas of interest & artistry
- Sustainability is evident and celebrated

**Building Typology, Unit Mix, and Common Spaces:**

Composed of 28 total buildings, the complex is laid out in a way to create a Neighborhood with Common open areas leading to private open areas and entrances to each unit. It is not part of a phased project, and will be completed all as one construction contract. All construction is one story. There are 22 one-

bedroom units and 4 two-bedroom units. One of the two-bedroom units is reserved for the on-site manager and is located near the main Common Building.

In addition to the manager's office and dwelling units, a Main Common Building at over 2,000 S.F. will contain support facilities such as a residential-style common kitchen near a gathering area for group meetings, an exercise room, office space for the onsite property manager, the resident services coordination, room for a case manager, 2 individual counselor rooms, a bed-bug decontamination room, storage and outdoor gathering area for BBQ's. The common open spaces offer various opportunities for outdoor activities in addition to the full-size basketball court. The large community room and cooking facilities will facilitate larger resident gatherings and social events. All these common areas will be incorporated into both the overall service program and the individual service plans of each resident. The building and programs are designed to interface to prevent isolation and encourage light social interaction.

#### **Site Design & Construction Type:**

The buildings are situated with roof slopes with the best solar orientation, There are concrete pathways with native landscaping connecting the parking areas to the. The Cottage type structures are designed to have a vernacular theme. The Concrete slab-on-grade foundation supporting a wood-framed 2x6 wall framing and a manufactured truss roof system finished with Hardie-Siding and asphalt roofing.

The parking area includes 40 parking spaces total, including 3 accessible parking stalls. There are two new driveway entrances for easy automobile access. There is also a trash enclosure located near the manager's unit. Rainwater is managed with onsite bioswales, for pre-treatment prior to going into the storm drain system. There is a fence along the property lines, providing privacy along that edge and the adjacent parcel. Exterior lighting will provide both adequate way-finding as well as protection of night sky.

The Common Open spaces offer various opportunities for out door activities in addition to the full size Basketball Court.

#### **Construction Systems, Energy Efficiency, & Sustainability:**

Insulation is provided with Greenguard® Indoor Air Quality Certified fiberglass insulation for a nominal R-value of R-21 in walls and R-38 or higher in the ceiling. The conditioned space envelope will be sealed for reduced air infiltration and prevention of condensation.

Windows will be vinyl framed with easy latching mechanisms and specified with an optimal U-value and solar heat gain coefficient (SHGC). All doors will be constructed with no added urea formaldehyde wood and use accessible lever-type hardware.

Indoor air quality is maintained with local exhaust to the outdoors from each bathroom and kitchen range hood. In addition, each dwelling unit will meet the performance requirements for whole house ventilation per the ASHRAE 62.2 standard.

All plumbing fixtures will meet the 2016 CA Green Building Code requirements as well as the EPA WaterSense criteria. Plumbing piping will be insulated with a minimum of one inch thick (R-4) cellular foam wrap for all hot water piping and for cold water piping within exterior wall cavities or within five feet of the water heater.

Each unit will be independently metered for its electrical use. Space heating will be provided by super efficient air-source mini-split heat pumps, micro-ducted, with a Heating Seasonal Performance Factor (HSPF) of 10.0. These units are also capable of providing cooling, even though the local climate rarely requires cooling to maintain comfort. Hybrid electric air-source heat pump water heaters with an Energy Factor (EF) of 2.9 will provide domestic water heating. This all-electric design enables the complete elimination of natural gas utilities and provides the opportunity to be meet a net zero energy rating with the possible future increased size of the already provided photovoltaic solar array.

The combination of these strategies will result in a building that is super energy efficient and maintains minimal utility costs for the residents while exceeding the California Title 24 Building Energy Code compliance standards by more than a 40% margin for the residential areas. The project will be enrolled in the Enterprise Green Communities certification program, which includes participation in the Energy Star New Homes California V3 certification program.

See TAB 18 and TAB 25 for more in-depth information on the exact specs for energy-related materials to be used and appliances.

#### Offsites

- (1) General off-site costs (off-sites that do not immediately border the project site)

None.

- (2) Project-specific off-site costs (off-sites that immediately border the project site)

- a. Off-site costs meeting the requirements under TCAC Regulation Section 10325(c)(9) as public contributions of off-site costs.

None.

- b. Other off-site costs that do not meet the requirements under TCAC Regulation Section 10325(c)(9) as public contributions of off-site costs.

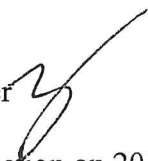
None.



---

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

August 7, 2018

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager   
SUBJECT: Discussion and Possible Action on 2015 Active Transportation Project

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation.

Provide direction to staff on preferred options to close financing gap:

- 1: Continue with current design plans and supplement overages using city funds.
- 2: Reduce project components to remain within grant programmed amount.
- 3: A combination of options 1 or 2.
- 4: Request additional information of the City Engineer and continue the meeting.

BACKGROUND AND DISCUSSION

The City's engineering firm will provide an update on the 2015 Active Transportation Program grant project.

In summary, the projected cost of the project exceeds the available grant amount by approximately \$224,118. The Council does not need to make a decision tonight on direction to close this gap. A variety of options exist and the Council should feel free to request more information in order to give appropriate direction.

Attached is a draft of the City Engineer's powerpoint presentation. Additional information will be provided during the meeting.

///





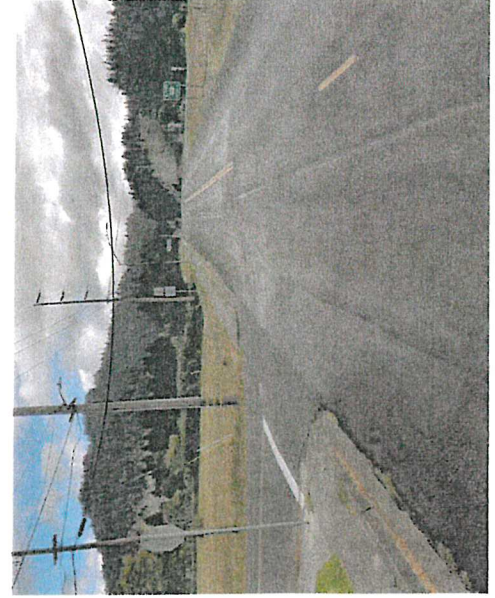
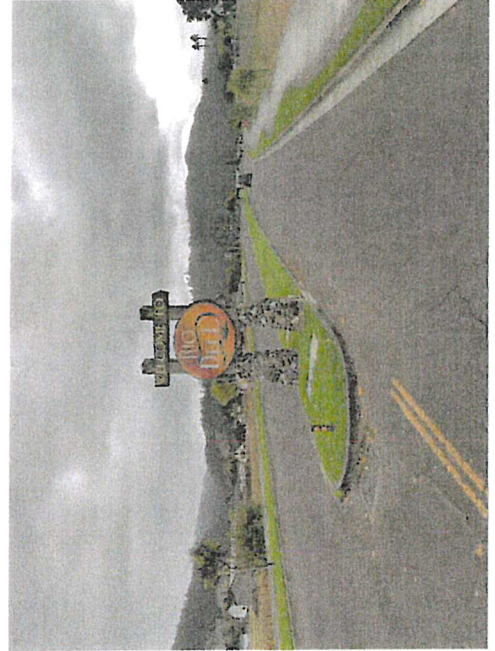
DRAFT

# Rio Dell SRTS Safety and Community Outreach Program

## 2015 Active Transportation Program (ATP) Project



Rio Dell City Council Meeting  
August 7, 2018



# Presentation Overview

- Background
- Current Status
- Moving Forward
- 2018 ATP Grant (Cycle 4) Application Update



## Background – Award and Programming

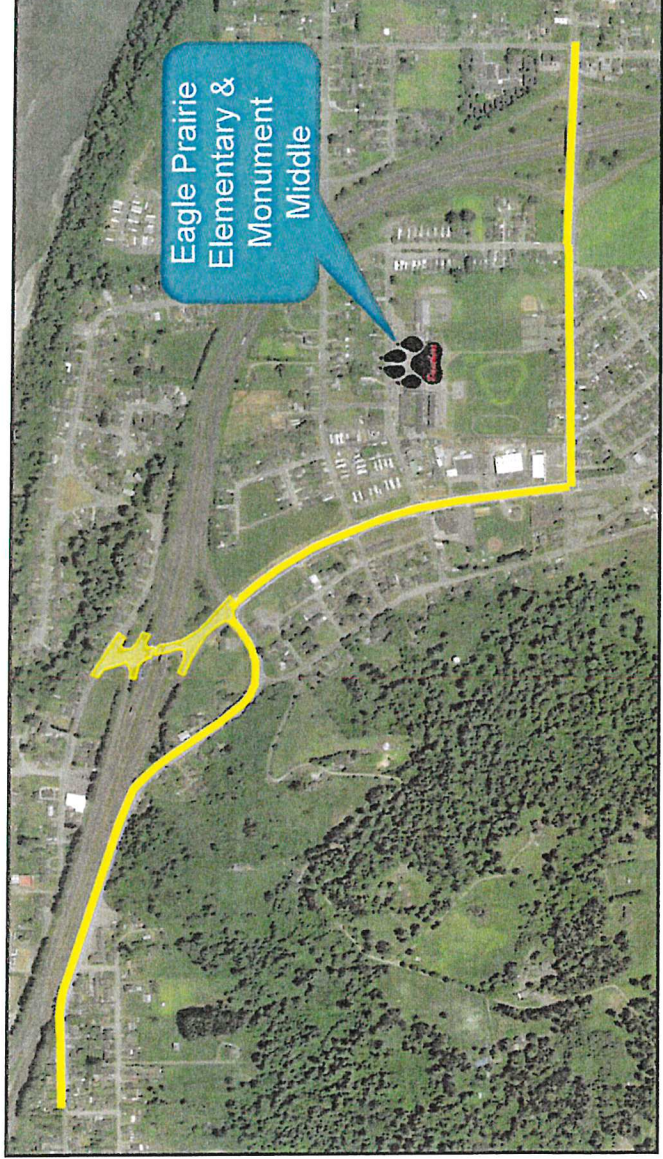
October 2015, the city was awarded \*\$1.533 M of ATP Cycle 2 funds for the project.

PA&ED (Project Approval & Environmental Document)	• \$80,000
PS&E (Plans, Specifications & Estimates)	• \$140,000
Right-of-Way	• \$100,000
Construction	• \$1,177,000
Non-Infrastructure	• \$36,000

\* No city match funds

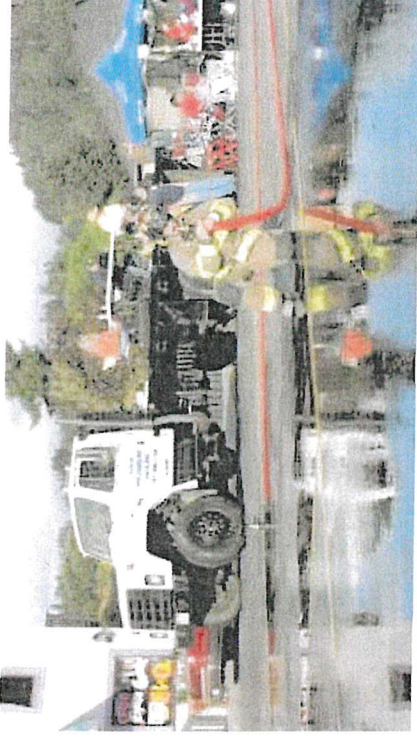
## **Background** – Infrastructure Components (grant application)

- Buffered and standard bike lanes;
- Curb ramp and crosswalk improvements;
- Intersection reconfiguration; and
- Miscellaneous safety improvements



## **Background** – Non-Infrastructure Components (grant application)

- Pedestrian Safety Education;
- Bicycle Safety Education;
- Walk to school Days events;
- Campus-wide competitions;
- Develop a Walking Map; and
- Bicycle Rodeo with helmet giveaway



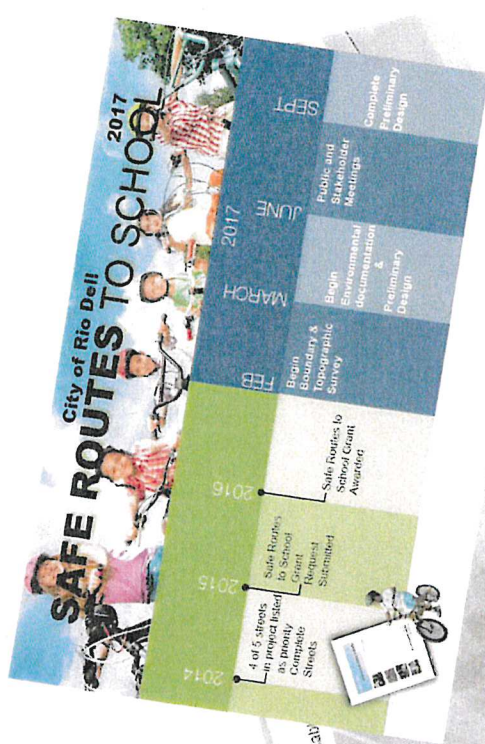
# Background – Funding Allocation

PA&ED (Project Approval & Environmental Document)	• \$80,000	Oct 2016
PS&E (Plans, Specifications & Estimates)	• \$140,000	
Right-of-Way	• \$100,000	
Construction	• \$1,177,000	
Non-Infrastructure	• \$36,000	



# Background – Project Approval & Environmental Document

- CEQA – Notice of Exemption
- Public / Community Workshops
- Design Development



should be kept more open and not restricted in size. Rather than tighten for conformity, keep road intersections usable.



**CEQA NOTICE OF EXEMPTION**  
 To: X, Office of Planning and Research  
 P.O. Box 2024  
 Rio Dell, CA 95575-2024  
 1400 Tenth Street, Room 212  
 Sacramento, CA 95814  
 To: X, County Clerk, County of Humboldt

From: City of Rio Dell  
 675 Wilwood Drive  
 Rio Dell, CA 95582

Project Title: Safe Routes to School Safety and Community Outreach Project  
 Project Applicant: City of Rio Dell  
 Project Location: The Safe Routes to School (SRTS) Safety and Community Outreach Project (Project) is located in the area bounded by Wilwood Avenue, Spring Street, Wilwood Avenue, and Belview Avenue, on the intersection of Wilwood Avenue, Spring Street, Wilwood Avenue, and Belview Avenue, on the intersection of Wilwood Avenue and Belview Avenue, on the intersection of Wilwood Avenue and Belview Avenue, on the intersection of Wilwood Avenue and Belview Avenue.

FILED  
 County of Humboldt  
 12-2017-021  
 6/6/2017



# Background – Public Comments

## Design element revisions

- **Resulting from Public Comments** (on the 30% concept plans and as directed by Council during September 19, 2017 meeting)
  - Extend sidewalks (approximately 450') westerly on Eloa Ave. to connect to the existing sidewalks near the CC Market;
  - Add (approximately 150' of) sidewalk along the north side of Eloa Ave. to connect to existing sidewalks;
  - Keep the Eloa Ave. and Scenic Way Intersection open and not so restrictive;
  - Fix roadway drainage problem at Belleview Ave. and Wildwood Ave. by adding a french drain (or similar); and
  - Encourage students (as part of the educational component) to use the multi-use path along Wildwood Ave. rather than the bike lanes *(to be addressed at a later date)*



# Background – Funding Allocation

PA&ED (Project Approval & Environmental Document) <b>Completed</b>	• \$80,000	Oct 2016
PS&E (Plans, Specifications & Estimates)	• \$140,000	<b>Feb 2018</b>
Right-of-Way	• \$100,000	<b>June 2018</b>
Construction	• \$1,177,000	
Non-Infrastructure	• \$36,000	



# Background – Continued Design Development

## Additional design element revisions

- **Resulting from boundary and topographic survey**
- Belleview Ave widening and overlay (*existing pavement is not wide enough to fit the proposed improvements*)
- Reduce westerly limits of Belleview Ave improvements by approximately 600' (*significant horizontal clearance and right-of-way issues*)
  
- **Resulting from discussions with Caltrans (April 23, 2018)**
- Full depth grind and overlay along the portion of Wildwood Ave./Scenic Way beneath the underpass (*necessary to meet the minimum vertical clearance*);
- Reconstruct existing sidewalks beneath the underpass to meet standards or submit a Design Exception;
- Eliminate the pedestrian refuge island at Belleview Ave and Wildwood Ave. (*recommended by Caltrans and requested by public*); and
- Eliminate the southbound dedicated right turn lane from Wildwood Ave./Scenic Way on to Belleview Ave. (*recommended by Caltrans*)

# Current Status – 60% Design Level Engineer’s Estimate



Date: 03/13/2018  
 Project: 60% Design Level Engineer's Estimate  
 Project No: 18-0001  
 Report: 03/13/2018  
 Date: 03/13/2018

Opinion of Probable Construction Cost

Item	Description	Unit	Quantity	Unit Price	Total Price
1	CONSTRUCTION SUBTOTAL				\$1,055,098.25
2	20% ESTIMATING CONTINGENCY				\$211,019.65
3	ESTIMATED TOTAL CONSTRUCTION COST				\$1,266,117.90

Construction Subtotal	\$1,055,098.25
20% Estimating Contingency	\$211,019.65
<b>Estimated Total Construction Cost</b>	<b>\$1,266,117.90</b>

Construction Allocation Total	\$1,177,000
Construction Engineering	- \$135,000
<b>Available for Construction</b>	<b>\$1,042,000</b>
Engineer's Estimate	\$1,266,118
<b>(Over Budget)</b>	<b>- \$224,118</b>

Note: The additional sidewalk to the CC Market and beneath the underpass is not included in this estimate.



## **Moving Forward** – Options

1. Continue with current design plans and supplement overages using Local funds;
2. Reduce project components to remain within programmed amount;
3. Reduce some project components and supplement overages using Local Funds (Opt 1 & Opt 2); or
4. Other

*Note: Requesting additional ATP funds is not recommended however, the program allows for up to 20% of unused funds to be transferred from one phase to another.*

## **Moving Forward** – Option Considerations

If the decision is to reduce project components, the following items have been identified as having potential:

- Reduce striping and pavement markings to what is necessary;
- Reduce westerly project limits even further on Bellevue Ave ending at River St.;
- Reduce bike lane width on Bellevue to the minimum (4' without a curb);
- Eliminate bike lanes on Wildwood Ave and encourage bike traffic to use the existing, adjacent multi-use path;
- Eliminate the 6" perforated drain pipe on Bellevue;
- Do not include the request to add 450' of sidewalk to the CC Market; and
- Do not reconstruct the sidewalk under the underpass;

## **Moving Forward** – Option Considerations

If the decision is to reduce project components, the following should be considered:

- ANY changes in scope must be requested in writing, include justification and supporting documentation, and be submitted to the CTC for approval;
- “Scope changes resulting in a decrease of active transportation benefits may result in removal from the program.”;
- Scope changes within the Caltrans Right-of-Way could be problematic and may require additional requirements; and
- Scope change requests must be submitted before (or at the time of) requesting allocation of construction funds.

# Moving Forward – Funding Allocation

PA&ED (Project Approval & Environmental Document) <b>Completed</b>	• \$80,000	Oct 2016
PS&E (Plans, Specifications & Estimates) <b>In Progress</b>	• \$140,000	Feb 2018
Right-of-Way <b>In Progress</b>	• \$100,000	June 2018
Construction	• \$1,177,000	<b>April 2019</b>
Non-Infrastructure	• \$36,000	<b>Deadline</b>



## **Moving Forward** – Next Steps

1. Choose option for dealing with project costs in excess of available funds; then

*If reducing project components (or some variation thereof)...*

- a. Determine which project components to reduce/eliminate;
- b. Complete and submit a request for Change in Scope;

2. Continue progressing towards completion:

1. Complete Drainage Report and SWDR/SWPPP;
2. Prepare and Submit Design Exceptions (if any are needed);
3. Complete Right-of-Way and Utility Certifications;
4. Complete 90% level PS&E, and then 100% level PS&E;
5. Request Construction fund allocation;



---


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




For Meeting of: August 7, 2018

Consent Item;  Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager 

Date: July 30, 2018

Subject: A Text Amendment to the Community Commercial (CC) and Neighborhood Center (NC) zones to allow residential uses on the upper floors of mixed use buildings.

---

---

**Recommendation:**

That the City Council:

1. Introduce (first reading) Ordinance No. 370-2018 amending the Community Commercial (CC) and Neighborhood Center Regulations to allow residential uses on upper floors of mixed use buildings; and
2. Open the public hearing, receive public input and deliberate; and
3. Continue consideration, approval and adoption of the proposed amendments to your meeting of August 21, 2018.

**Background**

Staff is in the process of updating the City's Housing Element and discovered that Policy A-12 and Legislative Action Item A-2 encourages mixed use development in commercial zones and

the necessary amendments to implement the Policy. The Town Center zone does allow residential uses on the upper floors of mixed use buildings. The Community Commercial (CC) and Neighborhood Center (NC) zones do not allow mixed uses.

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

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

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

**Zone Reclassification Required Finding:**

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

As indicated above, the Housing Element contains policies and action plans that actually require the City to update the Zoning Regulations to allow residential uses on upper floors of mixed use buildings. In addition, the Land Use Element actually identifies residential uses on upper floors of mixed use buildings as permitted uses. Therefore, the recommended amendments are consistent and compatible with the General Plan.

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

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

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

**Attachments:**

Attachment 1: Draft Ordinance No. 370-2018 amending the Community Commercial (CC) and Neighborhood Center (NC) zones to allow residential uses on the upper floors of mixed use buildings, Sections 17.20.060 and 17.20.050 of the Rio Dell Municipal Code.

**ORDINANCE NO. 370-2018**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING  
THE NEIGHBORHOOD CENTER (NC) AND COMMUNITY COMMERCIAL (CC)  
ZONES, SECTIONS 17.20.050 AND 17.20.060 OF THE RIO DELL MUNICIPAL CODE**

**WHEREAS** staff is in the process of updating the City's Housing Element; and

**WHEREAS** the current Housing Element contains policies and action plans that require the City to update the Zoning Regulations to allow residential uses on upper floors of mixed use buildings; and

**WHEREAS** the Land Use Element currently identifies residential uses on upper floors of mixed use buildings as permitted uses in the Neighborhood Center (NC) and Community Commercial (CC) land use designations; and

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

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

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

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

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

1. Finds that the proposed amendments are in the public interest and consistent with an overall comprehensive view of the General Plan; and
2. Finds that based on evidence on file and presented in the staff report that the potential impacts of the proposed amendments have been assessed and have been determined not to be detrimental to the public health, safety, or welfare; and
3. Finds that based on the nature of the proposed amendments, the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a *significant* effect on the environment; and
4. Approves and adopt Ordinance No. 366-2018 amending the City's Flood Damage Prevention Regulations, Section 15.15 of the Rio Dell Municipal Code.

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

#### **Section 1**

**Section 17.20.050 of the Rio Dell Municipal Code is hereby amended as follows:**

#### **17.20.050 Neighborhood Center or NC zone.**

The neighborhood center or NC zone is intended to provide for small-scale shopping centers located within neighborhoods which will provide convenient sales and service facilities to residential areas, without detracting from the residential desirability of such areas. The following regulations shall apply in all neighborhood center or NC zones:

(1) Principal Permitted Uses.

(a) Social halls, fraternal and social organizations and clubs, plant nurseries and greenhouses;

(b) Professional and business offices and commercial instruction;

(c) Stores, agencies and services of a light commercial character, conducted entirely within an enclosed building, such as antique shops, art galleries, retail bakeries, banks, barber shops, beauty salons, bookstores, clothing and apparel stores, coin-operated dry cleaning and laundries, dry cleaning and laundry agencies, drug stores, florists, food markets, furniture

stores, hardware and appliance stores, radio and television sales and services, restaurants and licensed premises appurtenant thereto, automobile service stations and repair, studios, tailor shops, enclosed theaters, and variety stores;

(d) Sales of used and secondhand goods, when appurtenant to any of the foregoing;

(e) Pet shops, public garages, sales of used or secondhand goods, and storage warehouses;

**(f) Apartments on the upper floors of multistory buildings**

(2) Uses Permitted with a Use Permit.

(a) Boarding and rooming houses, and bed and breakfast inns in a mixed use building;

(b) Professional and business offices, health services, and commercial instruction when part of a mixed use building;

(c) Small animal hospitals completely enclosed within a building;

(d) Civic and cultural uses including City offices and day care centers;

(e) Uses not specifically identified, but similar to and compatible with the uses permitted in the zone.

**Section 2.**

**Section 17.20.060 of the Rio Dell Municipal Code is hereby amended as follows:**

**17.20.060 Community Commercial or CC zone.**

The purpose of the community commercial or CC zone is to provide for large-scale commercial uses. The following regulations shall apply in all community commercial or CC zones:

(1) Principal Permitted Uses.

(a) Large-scale retail stores and retail services, including supermarkets;

(b) Automotive sales, automotive services contained entirely within a building, and gas stations;

(c) Light manufacturing contained entirely within a building;

(d) All uses permitted with a use permit in neighborhood center or NC zones, without regard to the securing of any use permit, except as provided in subsection (2) of this section.

(e) Apartments on the upper floors of multistory buildings

(2) Use Permitted with a Use Permit.

(a) Motels in a lodging building or in a mixed use building, RV parks;

(b) Small animal hospitals, completely enclosed within a building;

(c) Stores, agencies and services such as carpentry and cabinet-making shops, clothing manufacture, contractors' yards, dry cleaning and laundry plants, handicraft manufacture, lumber yards, metalworking shops, wholesale outlet stores, painters' and decorators' yards, plumbing shops, printing and lithographic;

(d) Civic and cultural uses including City offices and other government services and City parking facilities.

(e) Uses not specifically identified, but similar to and compatible with the uses permitted in the zone.

**Section 3. Severability**

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

**Section 4. Limitation of Actions**

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

**Section 5. CEQA Compliance**

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

**Section 6. Effective Date**

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

**I HEREBY CERTIFY** that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on August 7, 2018 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the August 21, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 370-2018 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on August 21, 2018.

\_\_\_\_\_  
Karen Dunham, City Clerk, City of Rio Dell