



RIO DELL CITY AGENDA
REGULAR MEETING - 6:00 PM
TUESDAY, JANUARY 16, 2024
City Council Chambers
675 Wildwood Avenue, Rio Dell

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

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

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

Public Comment by Email:

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

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

Zoom Public Comment:

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

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

- [1.](#) 2024/0116.01 - Proclamation – National Human Trafficking Prevention Month - Pg. #4

E. PUBLIC PRESENTATIONS

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

F. CONSENT CALENDAR

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

- [1.](#) 2024/0116.02 - Approve Minutes of the January 2, 2024 Regular Meeting (**ACTION**) - Pg. #6
- [2.](#) 2024/0116.03 - Approve Appointment of Councilmembers as the City's Representatives to Humboldt Transit Authority (HTA) (**ACTION**) - Pg. #18
- [3.](#) 2024/0116.04 - Approve Resolution No. 1595-2024 Amending the Adopted Budget for FY 2023-24 to increase Appropriations for Per Capita Park Development Grant (Dog Park) (**ACTION**) - Pg. #21
- [4.](#) 2024/0116.05 - Approve Resolution No. 1596-2024 Amending the Adopted Budget for FY 2023-24 to increase Appropriations for Clean California Gateway Beautification Grant (**ACTION**) - Pg. #24
- [5.](#) 2024/0116.06 - Authorize the City Manager to Execute Agreement with Mobley Construction for the Dog Park in the Amount of \$198,600 (**ACTION**) - Pg. #32
- [6.](#) 2024/0116.07 - Receive & File Check Register for December (**ACTION**) - Pg. #53

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

- [1.](#) 2024/0116.08 - City Manager/Staff Update -Pg. #58

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

- [1.](#) 2024/0116.09 - Presentation - Eel River Trails Project/Approve Resolution No. 1597-2024 Adopting Mitigated Negative Declaration and Adopting the Mitigation Monitoring and Reporting **(DISCUSSION/POSSIBLE ACTION)** - Pg. #68

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- [1.](#) 2024/0102.10 - Second Reading (by title only) and Adoption of Ordinance No. 401-2024 Establishing Residential Rental Housing Inspection Regulations in Title 8 as Chapter 8.40 of the Rio Dell Municipal Code Program **(DISCUSSION/POSSIBLE ACTION)** - Pg. #87
- [2.](#) 2024/0116.11 - Introduction and first reading (by title only) of Ordinance No. 402-2024 Related to False Alarms and Fees **(DISCUSSION/POSSIBLE ACTION)** - Pg. #120

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, February 6, 2024 at 6:00 PM.*



*675 Wildwood Avenue
Rio Dell, CA 95562*

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Karen Dunham, City Clerk

DATE: January 16, 2024

SUBJECT: Proclamation – National Human Trafficking Prevention Month

RECOMMENDATION

Read and present the Proclamation declaring January as National Human Trafficking Prevention Month.

BACKGROUND AND DISCUSSION

Deborah Scaife, President of Soroptimist International of Eel River Valley or another representative will be present to receive the proclamation.

ATTACHMENTS: Proclamation

PROCLAMATION
OF THE
CITY OF RIO DELL, CALIFORNIA

WHEREAS, the United States was founded upon the principle that all people are created with the inalienable right of freedom, and the 13th Amendment to the Constitution making slavery illegal; and

WHEREAS, slavery within the United States today is most often found in the form of human trafficking, which weakens our social fabric; increases violence and organized crime; and debases our humanity; and

WHEREAS, victims of human trafficking are typically forced to work in various forms of labor exploitation including, but not limited to commercial sex acts, drug processing and distribution and other services induced through force, fraud, or coercion; and

WHEREAS, due to its isolating nature, many individuals locally and across the globe are unaware that trafficking exists in the cities and neighborhoods of Humboldt County; and

WHEREAS, it is estimated that more than 20 million men, women, and children around the world are victims of human trafficking; and

WHEREAS, Soroptimist International of Arcata, Eel River Valley, Eureka, Humboldt Bay, McKinleyville, and The Redwoods are all working to abolish human trafficking through education, advocacy, and collaboration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Rio Dell California, hereby call upon the citizens of Rio Dell to recognize the vital role they can play in ending all forms of slavery and to support the Soroptimist International Clubs of Humboldt County as they raise awareness through education and other efforts to stop human trafficking.

Date

Debra Garnes, Mayor

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 2, 2024**

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

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

Absent: Councilmember Woodall (excused)

Others Present: City Manager Knopp, Chief of Police Allen, Finance Director Sanborn, Community Development Director Caldwell, Water/Roadways Superintendent Jensen, Wastewater Superintendent Kelly, Community Service Officer Clark, and City Clerk Dunham

Absent: Senior Fiscal Assistant Maciel (excused)

PUBLIC PRESENTATIONS

Mayor Garnes invited public comment on non-agenda matters.

City Clerk Dunham read the following public comment received from Elizabeth Warren:

“There is a large number of community members who are wondering who, where and why Gladys the wild turkey of Rio Dell has been relocated. Please let us know at the next City Council meeting your findings on the matter of Gladys.”

CONSENT CALENDAR

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

A motion was made by Woodall/Carter to approve the consent calendar including the following items:

- 1) Minutes of the December 5, 2023 Regular Meeting;
- 2) Approve Cost Recovery Abatement of 483 Fourth Ave. and Continue Public Hearing to February 20, 2024;
- 3) Approve Cost Recovery Abatement of 601 Gunnerson Lane and Continue the Public Hearing to February 20, 2024;

JANUARY 2, 2024 MINUTES
Page 2

- 4) Approve Cost Recovery Abatement of 289 Berkeley St. and Continue the Public Hearing to February 20, 2024;
- 5) Authorize the City Manager to Draft and Execute an Extension for a 1-Year Extension of the On-Call City Engineering Agreement with GHD; and
- 6 Receive and File Check Register for November

Motion carried 4-0.

REPORTS/STAFF COMMUNICATIONS

No written staff update was provided at this time.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

Approve Appointment of an Ad Hoc Committee to Review the Façade Improvement Program for the City of Rio Dell

City Manager Knopp provided a staff report and said that the City Council adopted the development of a Façade Improvement Program as a high priority as part of the City's Economic Development Plan and Immediate Action Plan (IAP).

Round 1 of the program rounded out with 2 murals in the downtown and façade improvements to Mingo's Bar. Staff recommended the formation of an Ad Hoc to review Round 1 and recommend revisions for Round 2, if any, or closing/suspension of the program. Any recommendations would then be forwarded to the full Council for consideration.

Mayor Pro Tem Carter and Councilmember Wilson were appointed to the Ad Hoc with full consensus of the Council.

Discussion on the School Crossing Guard Structure Located at Wildwood Ave. and Center St.

City Manager Knopp provided a staff report and said that the City Council at their meeting of October 5, 2021, discussed an agenda item related to the crossing guard box located at Wildwood Ave. and Center St. for potential removal. That discussion concluded with the Council referral of the item to the Beautification, Walkability and Pride Committee with the idea of potentially converting it to a community library. The building was originally used for a school crossing guard facility which is no longer needed with the electronic flashing crosswalk to facilitate children crossing the intersection at that location. He noted that ownership of the box is unclear but is ultimately a City responsibility, being within the City's right-of-way.

Mayor Garnes requested the matter be agenized to discuss the potential removal of the structure.

JANUARY 2, 2024 MINUTES
Page 3

Mayor Garnes commented that the inside of the box has graffiti and trash and explained that the City can't destroy the box but can remove it from the City right-of-way due to blight.

Mayor Pro Tem Carter commented that the box is cute but it has become a garbage can and using it for a community library is not the best idea with one already located at the Dollar General.

Mayor Garnes pointed out that the structure would require a door and ongoing maintenance if it was used as a community library.

Councilmember Wilson noted that no one has come forward with any ideas for use of the structure and agreed that it should be removed.

Councilmember Orr agreed with the removal and said that there are already three community library boxes in Rio Dell.

Mayor Garnes called for public comment.

Sharon Wolfe said that she was initially involved in how the structure came to be and said that several years ago, Joe Buccola, a local contractor brought in materials to work on their home and when she demanded that the materials be removed from her property, the City did remove them and those are the materials that built the "pee box." He said that it was constructed by the contractor that fixed her foundation which explains the construction of the box. She said that the "pee box" is no longer needed and supported its removal.

Motion was made by Carter/Wilson to direct staff to facilitate the removal of the school crossing guard structure. Motion carried 4-0.

Authorize Staff to Execute the Amendment to the City Engineer's Scope of Services for the Eel River Trail Project

Luke Halonen from GHD provided a power point presentation on the City of Rio Dell's Eel River Trail Project through the Clean California Local Grant Program.

He explained that an amendment to the original Scope of Services is needed to perform extra work for the trail realignment and ramp design. Upon initiation of the project, survey analysis revealed that the historic Edwards Dr. easement the City planned to use for the trail occurs further downslope than where the City understood it to be. Following these findings, the City worked with two private landowners to secure the use of the recorded road easement at the bottom of the slope for the trail. The required realignment required the out-of-scope design of an ADA accessible ramp to bring the trail elevation back up to the connecting elevation at Davis St. while staying within the Davis St. right-of-way and the existing recorded easements.

JANUARY 2, 2024 MINUTES
Page 4

Luke explained that the amendment covers the additional work necessary to finalize the design and environmental documentation tasks needed for the revised trail alignment. This also includes updating the botanical study, wetlands delineation, and Habitat Mitigation Monitoring Program (HMMP) which has already been provided.

He further explained that with the new trail alignment restricted by the existing historic Edwards Dr. easement boundaries and the Davis St. right-of-way boundary, a concrete ADA accessible ramp and stair structure is necessary to provide ADA connectivity at Davis St. A new concrete switchback-style ADA ramp and stair structure will be designed to connect the lower trail elevation in the existing easement to the Davis St. elevations.

The amendment to the original Scope of Services resulted in augmentation of the existing project budget by \$170,000. With additional funding needed to cover the revised Scope of Services they consulted with the Clean California Grant representatives and notified them of the potential budget issues with the additional design work and they said that there is no additional funding for the project. They did indicate that the grant dollars already authorized are flexible in that they can be allocated between the various phases of the project. They also agreed to allow the project to be done in phases if necessary.

He pointed out that there is the chance that the current bidding market may not allow the award of the entire project so the ADA ramp could be eliminated from the bid and be put aside as a shovel-ready project for future funding opportunities. This would require moving funds between different phases of the project.

He noted that the Initial Study and Negative Declaration was publicly circulated and anticipate it being finalized and adopted by the City Council at the next regular meeting.

He said that the purpose for the presentation is to identify the need for additional funding for GHD to proceed with the engineering design which includes environmental studies and construction management. This will require reallocating \$170,000 from the construction phase to the engineering phase and once that is approved by Clean California they would work to finalize the engineering design and environmental studies and complete those by February so they could bid the project. Construction was scheduled to begin in the summer of 2024 with completion of the construction phase by the end of 2024 and closeout of the project by mid-2025.

City Manager Knopp clarified that there are essentially two factors that are outside the City's control in this matter. One is the actual easement and the ability to construct the trail was not in the original location so that caused some adjustments to be made to bring the elevation of the trail down. He noted that the entire trail must be ADA accessible including ADA parking and ADA access to the trail itself.

JANUARY 2, 2024 MINUTES
Page 5

The other concern is the inflationary environment. When the bid was developed in 2019 there was a 20-30% contingency included so there was a good amount of wiggle room in terms of getting the project moving forward. Now it is at the point where in order to have a viable project, it will have to be split into phases which is unfortunate.

Mayor Garnes asked if there is room for a turn-around to make the trail ADA compliant.

Luke said that currently there is no turn-around in the design because the way the trail has to be designed, it would have to sweep out to catch the increasing grade so there is not an easy spot presently to do that. He commented that GHD could look into that if that is the City's preference.

City Manager Knopp explained that with this approval, an appropriate ADA turn-around spot is something the City would be looking at in moving forward.

Mayor Pro Tem Carter said that she was fine with the phase-in option and questioned the likelihood for additional funding for phase 2.

City Manager Knopp said that what makes this project potentially attractive to other funding agencies is that the design will be done and it will be shovel ready. He commented that this could be a multi-year process to come up with an additional grant source or something that is relatively quick. He said that one of the resource constraints that the city is facing is that the State is projecting to have a \$60 Billion (+/-) budget deficit and the Clean California Grant program appeared when the State was unexpectedly flush with cash. Again, with a shovel-ready design that puts it on a menu for the City to refer it out for potential funding as soon as it becomes available is positive.

Councilmember Wilson asked if the trail from Davis St. to the river is still functional and asked if there is any potential conflict with River's Edge R.V. Park since the trail will attract additional foot traffic.

City Manager Knopp explained that the City is well within its legal rights for the trail alignment and the City is restricted as to where the trail can be located as far as landowners and the elevation of the trail necessitates an ADA accessible ramp. He noted that it is unknown how that will be received by the park managers but it seems like it would be a great asset to the tenants at the R.V. park as well.

Councilmember Wilson asked if the involved landowners granted the City easements for the trail and asked if the owner of the R.V. park had been approached regarding the trail.

City Manager Knopp indicated that the necessary easements were granted to the City and said that originally there was a trail that crossed the River's Edge property so the solution several years ago was to use the City's existing right-of-way and construct the stairs

JANUARY 2, 2024 MINUTES
Page 6

allowing people to access the river without having a conflict with the park owner. He said that there have multiple conversations over the years with the R.V. Park owner regarding legal access and if it were up to them, there probably would be no access to the river. However, for several years, it has been one of the Council's highest priorities to improve river access and one of the ideas was to actually reestablish the road to the river for vehicle access in a couple of different locations.

Mayor Garnes called for public comment.

Suzanne Maese commented on the \$170,000 change order by the engineer and said it seems high, suggesting the City Council take a look at it.

Mayor Garnes explained that the change order was the result of realignment of the trail and associated ADA ramp and additional environmental work.

Luke explained that there was additional Geotech investigation, environmental field work, plans and specs, and construction management required with the realignment of the trail.

Councilmember Wilson commented that this is a great beautification project because river access needs to be improved but expressed concern that there will likely be some challenges with some of the landowners on the west side. He said that the Council seems to be on board with moving forward with the project and asked if by approving the additional expense in essence is authorizing the project to proceed despite potential conflicts with landowners.

Mayor Garnes said that the Council is on board with the project as defined and clarified that at this point the Council is authorizing the reallocation of funds within the project budget and not authorizing additional funds.

Motion was made by Carter/Wilson authorizing staff to execute the amendment to the City Engineer's Scope of Services for the Eel River Trail Project. Motion carried 4-0.

Award Bid for the Rio Dell Dog Park Project and Approve Associated Budget Adjustment
City Manager Knopp provided the Council with a 2-page handout on the Rio Dell Dog Park Final Bid Results from December 29, 2023 and a short description of the Budget Overview.

He reported that the Dog Park Project went out to bid approximately 6 months ago and included a half-court basketball facility and a number of additional amenities. Unfortunately, the bids that came back exceeded the \$180,000-\$190,000 available funding for the project. As such, staff met with the Ad Hoc and started scaling back the project to the fundamental original concept of a dog park.

JANUARY 2, 2024 MINUTES
Page 7

The scaled back project then went out to bid eliminating the basketball court, with the design to allow it to be included at a later date. He noted that six bids were received with the lowest bid, while accounting for the additive bid items was \$198,600 from Mobley Construction. He said that based on that bid submission adding a 10% contingency, the total project cost would be \$218,460. Due to a tight time line in implementing the facility before the funds are clawed back by the State of California, staff is recommending the Council move forward with appropriating an additional \$40,508 in available ARPA funding to get the project moving forward.

City Manager Knopp said that staff's recommendation is for the Council to award the bid to Mobley Construction and direct staff to develop an agreement with the contractor and bring the item back to the Council at the next regular meeting on January 16, 2024 for formal adoption of the budget adjustment and the agreement.

Mayor Pro Tem Carter fully supported the dog park project and expressed thanks to staff for all the work put in on that as well as the Eel River Trail Project.

Councilmember Wilson commented that with inflation and the way that prices are changing every day, it is a good idea to move forward and award the bid for the dog park project. This is a great start for a functional park where people can take their dogs but can be expanded later.

Councilmember Orr agreed and said the initial plan was grand and had a human side and a pet side but this is something that will help make Rio Dell more "homey."

Motion was made by Carter/Orr to authorize staff to award the bid for the Rio Dell Dog Park to Mobley Construction and direct staff to develop an agreement with the contractor and bring the item back to the Council at the next regular meeting on January 16, 2024 for formal adoption of the budget adjustment and the agreement. Motion carried 4-0.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Introduction and First Reading (by title only) of Ordinance No. 401-2024 Establishing Residential Rental Housing Inspection Regulations in Title 8 as Chapter 8.40 of the Rio Dell Municipal Code

Community Development Director Caldwell provided a power point presentation on the proposed Rental Housing Inspection Program.

He said that in 2011, the City considered establishing a Rental Housing Inspection Program due to complaints from tenants and neighbors about substandard housing. During the public hearing process, realtors and property managers convinced the City Council that the program was not necessary due to the fact that there were already

JANUARY 2, 2024 MINUTES
Page 8

regulations to address substandard conditions. They also argued that it would increase the cost of housing for those who could least afford it.

He noted that the City continued to receive complaints from tenants over the years regarding substandard housing. In addition, CAL-OES and Habitat for Humanity inspectors expressed concern about the number of substandard dwelling units they saw when doing earthquake-related inspections.

Community Development Director Caldwell said that the matter was presented to the Nuisance Advisory Committee and the Committee recommended that the City Council reconsider establishing a Rental Housing Inspection Program (RHIP). A draft ordinance was developed which was then taken to the Rio Dell Planning Commission for consideration and the Commission also recommended establishing the (RHIP).

He further explained that the City has approximately 1,300 dwelling units with approximately 640 of those being rental units. The Rio Dell Fire Protection District is responsible for inspecting multifamily properties containing more than three (3) units and the Department of Housing and Community Development (HCD) regulates mobilehome parks which leaves approximately 465 units that the City would be responsible for inspecting.

He said that based on conducting 155 inspections in a year, staff anticipates inspecting all required units within the first three years of the program. After the initial inspection, units may either qualify for annual self-certification, continued City inspections every three years or require a re-inspection if the unit does not pass the initial inspection. If approved for self-certification the property owner will retain a record of the annual self-inspections of every unit and provide that copy upon payment of registration each year or upon request. If the rental unit is occupied at the time of self-certification, the tenant must attest to the inspection results.

Community Development Director Caldwell reviewed the fees related to the Rental Housing Inspection Program. He explained that the annual registration fee based on staff's hourly burdened rates would be \$15.00; the City inspection fee once every three years would be \$55.00; and self-certification inspections every year \$30.00. The total monthly cost would be \$2.78 for City inspections versus \$4.17 a month for self-certification inspections.

He continued with review of the checklist for exterior and interior inspections, potential violations and corresponding fines if corrections are not made within the time frame identified by the Director.

The recommendation of staff, the Nuisance Advisory Committee and the Planning Commission was that the City Council adopt a Rental Housing Inspection Program (RHIP)

JANUARY 2, 2024 MINUTES
Page 9

and all believe that the implementation of the RHIP will not only benefit tenants, landlords, neighbors, neighborhoods, but also the City at large.

Councilmember Wilson supported the program and said that he attended the Planning Commission meeting when the (RHIP) was discussed and the commission affirmed unanimously the need to adopt the regulations. He said that the regulations are reasonable while referencing State Code to back-up the requirements.

Councilmember Orr commented that it seems like the ordinance is a tool to get rid of bad tenants for the landlord instead of them having language in the rental agreements to allow the landlord to come in and inspect the property. He asked staff to explain the self-certification process.

Community Development Director Caldwell explained that every rental property will have an initial inspection conducted by the City provided there are no complaints or the tenant doesn't attest to the results of the inspection.

Councilmember Orr asked if this applies to properties rented to family members.

Community Development Director Caldwell said that it would apply to all rentals except for those exempt rentals as described previously.

Mayor Pro Tem Carter commented that most of the people that she talked to about this were tenants and were very supportive of the program. She said that it is important to think of this in light of all the earthquake damage that occurred to homes. She said that she also spoke with people from the City of Eureka and Arcata who have either already established a program such as this or are interested in establishing one and think that this is going to be the norm for most cities. She noted that with the State pushing to build more housing units, and since geographically Rio Dell doesn't have a lot of space, there needs to be emphasis on saving the current housing we do have.

Mayor Garnes said that initially she was concerned about the additional fees but when she realized how reasonable they are, saw no reason not to support the program. She added that the regulations really protect everyone concerned.

Mayor Garnes called for public comment.

Supervisor Bushnell addressed the Council and said that she spoke with the City Manager and the Community Development Director last week and received quite a few calls from residents expressing concerns about the program. She said if the intent is to improve the appearance of the City by improving the housing stock, why doesn't the program include all homes and not just rentals. She said that this is something that bothers her as well as other people she spoke with. She added that she is a landlord so she pays for garbage

JANUARY 2, 2024 MINUTES**Page 10**

service so garbage and trash doesn't pile up. She added that we don't have the right to tell people how to live.

Suzanne Maese, property owner at 30 Wildwood Ave. said that the program is a great idea although it doesn't help her since her building, containing more than three units, is the responsibility of the Fire Department to inspect. She expressed concern that she came to Rio Dell 2 ½ years ago and have spent tens of thousands of dollars to renovate her building and expects to have 3 apartments completely done and ready to rent in 6 months. They also have a mural on the side of their building thanks to the City which they are very happy about.

However, the building next to hers is in the condition hers was 2 years ago and is in terrible disrepair. She indicated that their drainage shoots onto her property creating a green moss or algae. She was told by a tenant that the wall has mold because it is constantly wet. She said that although it is not necessarily a problem for the City, it is a problem for her. She reached out to the owner multiple times asking them to fix the problem with no response. She said that this is a great program but unfortunately, it doesn't serve her.

Community Development Director Caldwell explained that staff discussed the condition of the building she was referring to and will be bringing it to the Code Enforcement Officer's attention. Staff actually reached to the property owner as they apparently converted some of the commercial space to residential space illegally so staff will be addressing that situation in the near future.

Sharon Wolfe said that it is a good idea in concept to inspect all of the rental properties because unfortunately the City has had years of knowingly ignoring health and safety issues with homes. She pointed out that some renters may be nervous about inspectors coming into their home because they might have a pet that is not allowed in the rental agreement or they have an illegal marijuana grow, etc. She suggested the City provide a list of potential resources available for addressing the health and safety issues.

City Clerk Dunham then read a public comment in support of the (RHIP) (attached to these minutes as Attachment 1)

Mayor Garnes asked if there are concerns that come up between now and the second reading and adoption of the ordinance if those concerns can be addressed.

Community Development Director Caldwell indicated that the second public hearing was scheduled for the January 16, 2024 regular meeting at such time any concerns or additional comments will be heard.

JANUARY 2, 2024 MINUTES
Page 11

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

Motion was made by Carter/Wilson to approve introduction and first reading (by title only) of Ordinance No. 401-2024 Establishing Residential Rental Housing Inspection Regulations in Title 8 as Chapter 8.40 of the Rio Dell Municipal Code. Motion carried 3-1; Councilmember Orr dissenting.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Carter reported she had a lot of meetings cancelled in December due to the holiday but would be attending a Chamber of Commerce meeting on Friday where they will be cleaning up and removing Christmas decorations over the weekend and invited volunteers to help.

Councilmember Orr reported that he attended an HCAOG meeting which included a retirement party. He commented that he loved the Christmas decorations around town and wished everyone a Happy New Year.

Councilmember Wilson reported that he would be attending a HWMA meeting next week and RCEA later in the month.

Mayor Garnes reported that she attended an HTA meeting and would be attending a Seismic Safety Committee meeting in Sacramento next week. She said on January 13, 2024, the Long-Term Recovery Group (LTRG) would be hosting an Anniversary event at the Community Resource Center in recognition of what everyone has gone through since the December 2022 and January 2023 earthquakes and invited residents to attend. There will be food, giveaways, kids activities and opportunities to connect directly with members of the LTRG team. She was uncertain of the time but indicated that it would be placed on the electronic sign to let people know.

She then asked staff why the “City Turkey” was taken away.

Chief Allen explained that the turkey was removed at the request of a private citizen stating that it became a nuisance chasing people including chasing a kid all the way across the street. As such, the turkey was removed for safety reasons.

ADJOURNMENT

A motion was made by Carter/Orr to adjourn the meeting at 7:37 p.m. to the January 16, 2024 regular meeting. The motion carried 4-0.

JANUARY 2, 2024 MINUTES
Page 12

Debra Garnes, Mayor

Attest:

Karen Dunham, City Clerk



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

For Meeting of: January 16, 2024

TO: Mayor and Members of the City Council
THROUGH: Kyle Knopp, City Manager
FROM: Karen Dunham, City Clerk
DATE January 16, 2024
SUBJECT: Appointment of City Councilmembers to Humboldt Transit Authority (HTA) Board

RECOMMENDATION

Approve the appointment of Mayor Debra Garnes as the City’s representative to the Humboldt Transit Authority (HTA) board and Councilmember Julie Woodall as the alternate.

BACKGROUND AND DISCUSSION

Councilmember Woodall currently serves as the City’s representative on the Humboldt Transit Authority Board with Mayor Garnes serving as the alternate.

Mayor Garnes and Councilmember Woodall have expressed interest in switching those positions appointing Mayor Garnes as the primary member and Councilmember Woodall as the alternate member.

ATTACHMENTS:

City Council Board/Committee/Commission Assignments



CITY COUNCIL BOARD/COMMITTEE/COMMISSION ASSIGNMENTS

ORGANIZATION	APPOINTEE	ALTERNATE
Humboldt County Association of Governments (HCAOG) Meets 3rd Thursday at 4:00 p.m. in Eureka	Orr	Woodall
Humboldt County Convention & Visitors Bureau Meets Quarterly for lunch (various locations) Per Kristin at HCCVB they have no Rio Dell members on board. Delete names please.	Garnes	Carter
Humboldt Waste Management Authority (HWMA) Meets 2nd Thursday at 5:30 p.m. in Eureka	Wilson	Orr
Humboldt Transit Authority (HTA) Meets 1st Wednesday at 9:00 a.m. at HTA	Garnes	Woodall
League of California Cities Redwood Empire Division (LOCC) Meets Quarterly (various locations)	Garnes	Carter
Redwood Region Economic Development Commission (RREDC) Meets 4th Monday at 6:30 p.m. in Eureka 325 Second St., Suite 203, Eureka, CA 95501	Carter	Woodall
Local Agency Formation Commission (LAFCo)	None	None
Redwood Coast Energy Authority (RCEA) Meets 4th Thursday at 3:00 in Eureka	Wilson	Garnes
Humboldt/Del Norte Hazardous Response Authority Meets Quarterly at 4:30 p.m. in Eureka	Carter	Garnes

INTERNAL COMMITTEES

COMMITTEE	APPOINTEE	ALTERNATE
<u>Traffic Committee:</u> Chief of Police Allen, City Manager Knopp, Community Development Director Caldwell, Water/Roadways Superintendent Jensen, Rio Dell Fire Chief Wilson, Councilmembers Orr and Woodall		
<u>Nuisance Advisory Committee:</u> City Manager Knopp, Community Development Director Caldwell, Chief of Police Allen, Council members Woodall and Carter, Public Members Jim Brickley, Alonzo Bradford and Patrick Knight	710	
<u>Sculpture Committee:</u> Community Development Director Caldwell, Councilmember Wilson, Mayor Garnes (Alternate), Susan Pryor, Robert (Robey) Agnew, Jim Brickley		
<u>Liaison to Rio Dell Fire District:</u>	Woodall	Garnes
<u>Liaison to Rio Dell/Scotia Chamber of Commerce:</u>	Carter	Woodall
<u>Labor Adhoc Committee:</u>	Carter	Wilson
<u>Beautification, Walkability and Pride Committee:</u> Public members: Elizabeth Warren, Ania Laniewski & Rey De La Cruz	Woodall	Carter
<u>Gateway Adhoc Committee:</u>	Woodall	Garnes
<u>Façade Improvement Program Adhoc</u>	Carter	Wilson
Updated 01/10/24		

*Rio Dell City Hall
675 Wildwood Avenue
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January 16, 2024

TO: Rio Dell City Council
THROUGH: Kyle Knopp, City Manager
FROM: Travis Sanborn, Finance Director
SUBJECT: Budget Adjustment – Per Capita Park Development Grant (Dog Park)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution No. 1595-2024 amending the Fiscal Year (FY) 2023-24 adopted budget to increase appropriations for the Per Capita Park Development Grant (Dog Park).

BACKGROUND AND DISCUSSION

Council approval of a budget amendment for FY 2023-24 is requested to increase appropriations for the Per Capita Park Development Grant (Dog Park). Resolution 1439-2019 authorized the City of Rio Dell to enter into a contract with the State Department of Parks and Recreation, approving the Per Capita Grant Funds application. Funding is from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018. The amount allocated to the City of Rio Dell is \$177,952; no match is required because the City qualifies as serving a severely disadvantaged community.

At the January 2, 2024, City Council meeting, staff was directed to review the list of bids to complete the project and continue the item to the January 16 meeting for final approval. After receiving several bids, Mobley Construction was the winning bidder, with a final bid of \$198,600. Factoring in a 10% project contingency, the total estimated project cost was \$218,460. The additional \$40,508 is anticipated to be allocated from the ARPA-SLFRF Fund.

The City received \$801,152 in total ARPA funding, of which \$736,150 remains. The funds can be used for eligible costs incurred from March 3, 2021, through December 31, 2024, and the performance period ends on December 31, 2026. Fiscal Recovery Funds must be used in one of the eligible use categories specified in the ARPA guidelines. Rio Dell will use these funds under the Government Services definition, including public infrastructure improvements. After the requested Budget Adjustment is finalized, the ARPA Fund will have \$695,642 remaining to be expended on City services.

Staff recommends approving the budget amendment to allocate \$40,508 from the ARPA-SLFRF Fund to complete the Per Capita Park Development Grant project. This investment will provide a valuable public amenity for the Rio Dell community while remaining within the scope of eligible ARPA funding.

ATTACHMENTS

Resolution 1595-2024 Budget Amendment



**RESOLUTION NO. 1595-2024
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING THE ADOPTED BUDGET
FOR FISCAL YEAR 2023-24 – PER CAPITA PARK DEVELOPMENT GRANT**

WHEREAS, the City adopted Resolution 1583-2023 establishing the City’s Operating and Capital Budget for Fiscal Year (FY) 2023-24 and the City Council must approve any adjustment that increases appropriations in a fund; and

WHEREAS, the current appropriations allocated to the Per Capita Park Development Grant require an adjustment to account for expenditures that exceed the projected grant funding; and

WHEREAS, the City received \$801,152 in American Rescue Plan Act of 2021 (ARPA) funds that may be allocated to be spent on Government Services; and

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby amend the City of Rio Dell FY 2023-24 Operating and Capital Budget to increase appropriations for the Per Capita Park Development Grant as follows:

<u>\$40,508</u>	<u>6525 14 014 0000 9071 - PER CAPITA PARK DEVELOPMENT</u>
\$40,508	TOTAL INCREASED APPROPRIATIONS

PASSED AND ADOPTED by the City Council of the Rio Dell on this 16th day of January 2024 by the following vote:

- Ayes:
- Noes:
- Abstain:
- Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

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



January 16, 2024

TO: Rio Dell City Council
THROUGH: Kyle Knopp, City Manager
FROM: Travis Sanborn, Finance Director
SUBJECT: Budget Adjustment – Clean California Gateway Beautification

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution No. 1596-2024 amending the Fiscal Year (FY) 2023-24 adopted budget to increase appropriations for the Clean California Gateway Beautification Grant.

BACKGROUND AND DISCUSSION

In May 2022, Rio Dell received \$2.4 million in Clean California Local Grant Program (CCLGP) funding for the Eel River Trail and the Gateway Beautification Project. The Gateway Project aims to revitalize Wildwood Avenue, the city's main street, by removing unhealthy trees, planting drought-tolerant and aesthetically pleasing replacements, upgrading irrigation, and installing public exercise equipment. Initial projections underestimated the project's cost, resulting in bids initially exceeding the \$197,870 grant allocation.

Financial Analysis:

- \$197,870 has been awarded through the Clean CA grant program.
- \$5,000 has been secured through a PG&E donation.
- The remaining \$38,000 can be sourced from the City Beautification Capital Project, which has sufficient unallocated funds.
- The City has \$695,642 in unallocated ARPA funds if additional allocations are required.

Completing the Gateway Project aligns with the city's strategic objectives of beautification, community development, and public health. The project enhances pedestrian comfort and aesthetics, promoting the revitalization of Wildwood Avenue, while public exercise equipment encourages healthy lifestyles and community engagement. Failing to complete the project would risk losing the CCLGP funding and creating an unfinished streetscape, potentially undermining the overall goal of revitalization.

Staff recommends the City Council approve the budget amendment allocating \$38,000 from the City Beautification Capital Project to complete the Clean California Gateway Beautification Project. This investment aligns with the city's long-term goals and ensures the full realization of this valuable public amenity.

ATTACHMENTS

Resolution 1596-2024 Budget Amendment



**RESOLUTION NO. 1596-2024
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING THE ADOPTED BUDGET
FOR FISCAL YEAR 2023-24 – CLEAN CA GATEWAY BEAUTIFICATION**

WHEREAS, the City adopted Resolution 1583-2023 establishing the City’s Operating and Capital Budget for Fiscal Year (FY) 2023-24, and the City Council must approve any adjustment that increases appropriations in a fund; and

WHEREAS, the current appropriations allocated to the Clean California Gateway Beautification Grant require an adjustment to account for expenditures that exceed the projected grant funding; and

WHEREAS, the City allocated \$38,000 in City Beautification Capital Expenditures; and

WHEREAS, the City will re-allocate those funds to account for expenditures that exceed the \$197,870 in Grant funding from Clean California (Caltrans); and

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby amend the City of Rio Dell FY 2023-24 Operating and Capital Budget to increase appropriations for the Per Capita Park Development Grant as follows:

<u>\$38,000</u>	<u>6525 14 018 0000 9088 – CLEAN CA GATEWAY BEAUTIFICATION</u>
\$38,000	TOTAL INCREASED APPROPRIATIONS

PASSED AND ADOPTED by the City Council of the Rio Dell on this 16th day of January 2024 by the following vote:

- Ayes:
- Noes:
- Abstain:
- Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12644	12/08/2023	[0576] 101 AUTO PARTS	Electric Gate Maintenance, Electric Grease and Clean, Penetrant Oil	35.81
12645	12/08/2023	[6038] ACCURATE TERMITE & PEST SOLUTIONS	RODENT & INSECT CONTROL @ 475 HILLTOP DR	220.00
12646	12/08/2023	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR NOVEMBER 2023 - CITY HALL & COPIER CHARGES FOR NOVEMBER 2023 - PD	688.75
12647	12/08/2023	[3975] AT&T - 5709	FAX LINE EXPENSES FOR NOVEMBER 2023 FOR PD AND CITY HALL	69.68
12648	12/08/2023	[7348] CHAMBERLAIN, KATELYN	DEPOSIT REFUND	218.04
12649	12/08/2023	[2293] CITY OF FORTUNA	Police Dispatch for December 2023	6,328.33
12650	12/08/2023	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 12/1/2023	138.90
12651	12/08/2023	[7054] DOOLEY ENTERPRISES, INC.	9mm 115gr. Full Metal Jacket	648.19
12652	12/08/2023	[2405] FORTUNA ACE HARDWARE	Christmas Lights, LED Bulb and a Inflatable Snowman	257.30
12653	12/08/2023	[5052] GHD, INC	Professional Services Rendered Through 11/25/2023	25,221.37
12654	12/08/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Saw Blades, Outlet, Submersible Pump, Box Fan	273.99
12655	12/08/2023	[2437] HACH	Sulfuric Acid, Sulfite 3 Reagent, Reagent Set, Chlorine Total CL17; Reagent Set, Chlorine Free CL17	605.31
12656	12/08/2023	[2444] HENSELL MATERIALS, INC.	Cement	195.33
12658	12/08/2023	[6414] HUMBOLDT VETERINARY MEDICAL GROUP	Refer CAD #2311130035 - Injured Cat	140.02
12659	12/08/2023	[6653] CRYSTAL L LANDRY	Reimbursement for Lunch at ABC Training	21.20
12660	12/08/2023	[7220] LARRY WALKER ASSOCIATES, INC.	For Services Rendered Through 10/31/2023 - Assistance During NPDES Permit Reissuance	798.75
12661	12/08/2023	[7588] LITTLE, JAMIE	CUSTOMER DEPOSIT REFUND	160.35
12662	12/08/2023	[7195] METER, VALVE & CONTROL, Inc	Badger HR-E Encoder Register for M35 Meter	2,582.22
12663	12/08/2023	[2551] MIRANDA'S ANIMAL RESCUE	Animal Control for November '23	1,900.00
12664	12/08/2023	[3006] MISSION LINEN SUPPLY, INC	Clean Mop Head, Cleaning & Maintenance of PW Shirts	409.65
12665	12/08/2023	[7635] NAPA AUTO PARTS FORTUNA	Tools, Core Deposit	47.91
12666	12/08/2023	[2570] NILSEN COMPANY	Rice Straw for Tree Lighting	26.78
12667	12/08/2023	[4393] NYLEX.net. Inc.	Samsung EVO 1TB SSD	166.41
12668	12/08/2023	[6943] PACE SUPPLY CORP	Clamp	75.58
12669	12/08/2023	[2619] PITNEY BOWES, INC.	QUARTERLY LEASING PAYMENT 9/30/2023 - 12/29/2023	180.85
12670	12/08/2023	[7542] POINT EMBLEMS LLC	PD Patches	475
12671	12/08/2023	[6349] RECOLOGY EEL RIVER	November Trash Bags	142
12672	12/08/2023	[2659] RIO DELL PETTY CASH	PETTY CASH NOV. '23: Batteries for Breathalyzer, Vehicle Cleaning Supplies, Water for PD, Men's Bathroom Cleaning Supplies	33.
12	12/08/2023	[5952] SANDERS ROOFING	Refund for Permit #112304	404

Section F, Item 4.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12674	12/08/2023	[7189] SHARP AUTO GRAPHICS & SIGNS, INC.	Remove and Replace Graphics on Ford Explorer	350.00
12675	12/08/2023	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR DECEMBER 2023	147.20
12676	12/08/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	Annual Permit Fee - Facility ID 1SSO10058 Billing 7/1/23-6/30/24, Annual Permit Fee - Facility ID 1B83134OHUM Billing 7/1/23-6/30/24, Annual Permit Fee - Facility ID 4DW0025 Billing 7/1/23-6/30/24	13,881.00
12677	12/08/2023	[2715] STEWART TELECOMMUNICATION	Phone Lines PD - January 2024, Phone Lines City Hall - January 2024	556.05
12678	12/08/2023	[6108] STOKES, LAUREL	CUSTOMER DEPOSIT REFUND	165.94
12679	12/08/2023	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR NOVEMBER 2023	3,167.28
12680	12/08/2023	[7262] ULINE, INC	Trash Pickers	71.43
12681	12/08/2023	[2750] USA BLUEBOOK	Gasket	271.23
12682	12/08/2023	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR JANUARY 2024	391.07
12683	12/08/2023	[2787] WYCKOFF'S	Adapters, Sump Pump,	106.81
12684	12/14/2023	[7689] CDFW	Rio Dell Trail Application #44585	6,236.00
12685	12/14/2023	[2405] FORTUNA ACE HARDWARE	Christmas Lights, Rags, Paint	204.74
12686	12/14/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Box Fan, Manure Fork, Bow Rake	132.64
12687	12/14/2023	[2437] HACH	Calibration Verification Kit	151.17
12688	12/14/2023	[2452] HORIZON BUSINESS PRODUCTS	2000 #10 Window w/ Return Address Envelopes	640.16
12689	12/14/2023	[2501] KEENAN SUPPLY	Break Off Bolt Set	1,749.60
12690	12/14/2023	[2519] LC ACTION POLICE SUPPLY	Holsters	1,465.52
12691	12/14/2023	[2546] MERCER-FRASER CO. INC	Crack Sealing (Earthquake Street Damage)	20,856.00
12692	12/14/2023	[5934] NORTH COAST JOURNAL, INC	CEQA Notice of Intent	576.00
12693	12/14/2023	[2569] NORTH COAST LABORATORIES, INC.	Coliform Quanti-tray, ELAP Certification fee,	85.00
12694	12/14/2023	[6100] NORTHERN CALIFORNIA GLOVE	Gloves and High Visibility Sweatshirt, Jacket and Pants	472.48
12695	12/14/2023	[6825] OPTIMUM	INTERNET SERVICES DECEMBER 2023	900.00
12696	12/14/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	Rio Dell Trail Project	34,324.00
12697	12/14/2023	[2750] USA BLUEBOOK	Socket Set, Wrench	1,209.05
12698	12/14/2023	[2787] WYCKOFF'S	Bolt, Nipple, Adapter, Clamp, Pipe	232.28
12699	12/19/2023	[7237] BPR CONSULTING GROUP	Plan Check Fee - Laundromat @ 132 Wildwood Ave for Davina Gray	362.
12700	12/19/2023	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	Blood Alcohol Analysis for November 2023	35.0
12701	12/19/2023	[2356] DOWNEY BRAND LLP	Services Rendered Through November 30, 2023 - Permitting and Regulatory Issues	212.
12702	12/19/2023	[2385] EUREKA READYMIX	3/4 Base Class 2 PU 27.15 Tons	460.

Section F, Item 4.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12703	12/19/2023	[2394] FEDEX	Shipping	101.95
12704	12/19/2023	[2405] FORTUNA ACE HARDWARE	Balast Bypass, Led Bulb, Locking Pins, Garden Sprayer, Bolts, Torch Kit Pro	327.36
12705	12/19/2023	[5052] GHD, INC	Professional Services Rendered Through 11/25/2023 - SRTS Safety Improvement & Community Outreach Project, Professional Services Rendered Through 12/16/2023	1,200.40
12706	12/19/2023	[7356] GRAINGER, INC.	Electronic Timer	209.09
12707	12/19/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Insulating Foam	9.78
12708	12/19/2023	[7692] HEALTH SPORT	MEMBERSHIP	265.77
12709	12/19/2023	[2457] HUMBOLDT COUNTY CLERK-RECORDER	Copies - Austrus Violation	3.00
12710	12/19/2023	[7475] LEAF CAPITAL FUNDING LLC	Lease of Kyoocera TA 308ci Copier System	127.91
12711	12/19/2023	[6998] MAD RIVER COMMUNITY HOSPITAL	DOT Physical Exam, Urine Drug Screening	341.25
12712	12/19/2023	[5934] NORTH COAST JOURNAL, INC	Advertisement of Bid - Dog Park	360.00
12713	12/19/2023	[2569] NORTH COAST LABORATORIES, INC.	Coliform Quanti-tray, ELAP Certification fee,	150.00
12714	12/19/2023	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR JANUARY 2024	3,230.00
12715	12/19/2023	[6621] PAPE MACHINERY	Work Done on Backhoe	357.63
12716	12/19/2023	[2750] USA BLUEBOOK	Valves, Pump, Grundfos, Diameter Tape, Shutoff Tool	5,645.35
12717	12/19/2023	[2779] WILDWOOD SAW	Stihl Wood Boss x2	812.43
12718	12/19/2023	[2787] WYCKOFF'S	Adapters, Elbows, Valves, Bushings, Rake, PVC Hub, Pipe	118.14
12719	12/20/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	OPERATOR-IN-TRAINING APPLICATION FOR WASTEWATER TREATMENT PLANTS	95.00
12720	12/20/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	Drinking Water State Revolving Fund, Rio Dell, City of Financing Agreement Contract# 2003CX404; Project# 1210012-002	68,000.00
12721	12/27/2023	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 12/15/2023	138.90
12722	12/27/2023	[2394] FEDEX	Postage	182.64
12723	12/27/2023	[2405] FORTUNA ACE HARDWARE	Goo Gone, Spray Varnish, Paint Brush	30.13
12724	12/27/2023	[1664] LINDA FREITAS (1)	Reimbursement for Permit #092305	240.10
12725	12/27/2023	[5052] GHD, INC	PROFESSIONAL SERVICES RENDERED THROUGH 11/25/2023	13,769.87
12726	12/27/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Garden Hoses, Hoses for Chemical Transfer, Maintenance	165.
12727	12/27/2023	[2437] HACH	Level Kit	1,448
12728	12/27/2023	[2569] NORTH COAST LABORATORIES, INC.	Aqueous Sample Digestion, Dissolved Organic Carbon, ELAP Certification Fee, Haloacetic Acids, ICP-OES Metals, Organochlorine Pesticides and PCBs	530.
12729	12/27/2023	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserve on 12/1/23, Postage - Refill	608.

Section F, Item 4.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12730	12/27/2023	[7185] STAPLES ADVANTAGE	Return Address Single Window Self Seal #10 Envelopes, Double Window Self Seal #10 Envelopes, Cash Register Rolls, Gel Pens, Envelope Moisteners, File Organizer	441.96
12731	12/27/2023	[6373] THATCHER COMPANY, INC.	Aqua Ammonia 25% Tech 375 # Drum, Deposit	1,228.04
12732	12/27/2023	[2750] USA BLUEBOOK	Tube Assembly and Pump, pH Buffers, Sensors, pH Standard Cell, Sulfuric Acid	3,661.03
12733	12/27/2023	[3917] VERIZON WIRELESS	Safety Phones PD & PW (& Mayor): Nov 17- Dec 16	656.66
12734	12/27/2023	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR DECEMBER 2023	391.07
12735	12/27/2023	[2787] WYCKOFF'S	Hoses	249.52
Total Checks/Deposits				236,977.48

Ref#	Date	Vendor	Description	Amount
9837272	12/01/2023	ELECTRONIC FUNDS TRANSFER	EFT: ALLIED ADMIN-DELTA DENTAL PAYMENT FOR JANUARY 2024.	-2,758.27
99897	12/04/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE ONLINE PAYMENT FOR NOVEMBER 2023.	-1,825.22
6952244	12/05/2023	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 12/01/2023	-12,096.46
2386891	12/11/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 12/01/2023	-17,230.20
648-592	12/11/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 12/01/2023	-2,969.59
9837277	12/12/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR DECEMBER 2023	-22,314.44
9837283	12/14/2023	WITHDRAWAL	ANALYSIS SERVICE CHARGE FOR DECEMBER 2023.	-220.96
9837278	12/19/2023	ELECTRONIC FUNDS TRANSFER	EFT: BENEFIT BRIDGE/PUBLIC AGENCY PAYMENT FOR JANUARY 2024	-37,530.73
6919775	12/19/2023	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 12/15/2023	-12,096.46
211	12/19/2023	WITHDRAWAL	DEPOSITED ITEM RETURNED	-117.39
9837280	12/20/2023	ELECTRONIC FUNDS TRANSFER	EFT: VSP INSURANCE PAYMENT FOR JANUARY 2024	-480.50
9837284	12/20/2023	ELECTRONIC FUNDS TRANSFER	EFT: BANK OF AMERICA C.C. PAYMENTS FOR NOV. & DEC. 2023	-6,464.89
3754496	12/21/2023	ELECTRONIC FUNDS TRANSFER	EFT: WEXBANK/SHELL FUEL CO PAYMENT FOR NOV/DECE 2023.	-3,363.01
9837279	12/21/2023	ELECTRONIC FUNDS TRANSFER	EFT: DEARBORN LIFE INSURANCE PAYMENT FOR JANUARY 2024.	-457.50
3619740	12/26/2023	ELECTRONIC FUNDS TRANSFER	EFT: EFTPS PAYROLL TAXES FOR PPE 12/15/2023	-16,69
505-936	12/26/2023	ELECTRONIC FUNDS TRANSFER	EFT: EDD PAYROLL TAXES FOR PPE 12/15/2023	-3,03
Total EFT's/Bank Withdrawals				-139,6

Section F, Item 4.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
TRX TO PR	12/07/2023	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 12/01/2023	-47,885.66
TRX TO PR	12/21/2023	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 12/15/2023	-48,624.90
Total Transfer Between Accounts				-96,510.56

Ref#	Date	Vendor	Description	Amount
1866556	12/15/2023	WITHDRAWAL	DEBIT CARD: PURCHASE DEPOSIT BAGS FOR US BANK DAILY DEPOSITS	-34.58
9837282	12/29/2023	WITHDRAWAL	DEBIT CARD: PURCHASE POSTAGE TO MAIL U/B BILLS FOR DECEMBER 20	-518.62
Total Debit Card Withdrawals				-553.20

Section F, Item 4.



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

January 16, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize the City Manager to Execute Agreement with Mobley Construction for the Dog Park in the Amount of \$198,600.00

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute the attached agreement.

BACKGROUND AND DISCUSSION

As part of the Per Capita Grant program for parks the City released bids for the construction of the Dog Park. On January 2, 2024 the City Council awarded the bid to the lowest responsive and responsible bidder, Mobley Construction. The agreement is attached. In the interests of saving paper, a lengthy portion of Attachment B with technical descriptions is available upon request.

///

AGREEMENT

This Agreement, made the ____ day of November in the year 2024, by and between the City of Rio Dell, a California public entity (hereinafter "Owner") and Mobley Construction dba MCI, a California corporation (hereinafter "Contractor"), is for performance of the work on the following work of improvement:

Project Name and Address:	2024 Dog Park 210 Center Street, Rio Dell, CA
Project Owner and Address:	City of Rio Dell 675 Wildwood Avenue, Rio Dell, CA
Project Architect/Engineer and Address:	GHD Inc. 718 Third Street, Eureka, CA 95501

Contractor's business is a California Corporation.

Contractor's Federal Tax I.D. # _____.

Contractor's DIR Registration # 1000007387.

Contractor's License # 995333.

In consideration of the sums herein agreed to be paid and the terms, conditions and covenants to be performed by the parties, it is agreed as follows:

Contractor agrees to furnish all material, labor, tools, equipment, services, information, documents, permits, and instruction and parts manuals therefor, and to do and complete, in a workmanlike manner and as directed by and to the satisfaction of Owner, all work hereinafter described for that certain project, more particularly described on the attached **Attachment A** (the "Work").

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS DEFINITION. The Contract Documents consist of this Agreement and all attachments (including Attachments A, B, and C hereto) and exhibits thereto, and all changes and modifications to the Contract Documents, the latest adopted edition of the Uniform Building Code, Fire Code, and Mechanical Code, the Uniform Standard Specifications for Public Works Construction, and all applicable laws, rules, ordinances, and regulations, including but not limited to the Rio Dell Municipal Code, California Labor Code, the California Business and Professions Code, the California Public Contract Code, and the Federal Acquisition Regulations. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

1.2 CONTRACTOR SHALL BIND SUBCONTRACTORS TO SAME EXTENT AS CONTRACTOR. If Contractor contracts with any subcontractor(s) to perform any part of the Work on this Project, Contractor shall be responsible to ensure that each subcontractor shall assume toward Contractor the obligations and responsibilities that Contractor assumes toward Owner insofar as they relate in any way, directly or indirectly, to the Work covered by this Agreement, including, without limitation, any terms and provisions for indemnity, insurance, warranties, and liquidated damages. Contractor shall bind lower tier subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities that Contractor assumes toward Owner.

ARTICLE 2 – DESCRIPTION OF WORK

2.1 CONTRACTOR'S WORK. Contractor, as an independent contractor, shall furnish all labor and materials, equipment, and services as are necessary to perform all of the Work required by, or reasonably inferable from, the Contract Documents unless specifically excluded herein. Contractor's work shall be completed in a workmanlike manner in strict conformity with the Contract Documents and to the satisfaction of Owner.

2.2 REPRESENTATION THAT CONTRACT DOCUMENTS ARE COMPLETE. Contractor has reviewed the Contract Documents and represents: (1) if the Contractor's work is performed in accordance therewith, it shall comply with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to all building codes; and (2) the Contract Documents are sufficiently complete to permit Contractor to perform its work, in its entirety, on the basis of the Contract Documents and matters reasonably inferable therefrom for the Agreement Price set forth in Article 3 below.

2.3 SUBCONTRACT/ASSIGNMENT. Contractor shall not subcontract, assign, transfer, or sublet any portion of its

Work or the proceeds for Contractor's work without the prior written consent of Owner. Any such assignment shall not relieve Contractor from any obligations or liabilities under the Agreement and the assignee shall take the assignment subject to all rights of Contractor herein provided.

Contractor shall be fully responsible to Owner for the acts and omissions of its lower-tier subcontractors and of persons or entities, either directly or indirectly, employed by all of Contractor's lower-tier subcontractors. This Agreement shall not be transferable by Contractor or by operation of law. If requested by Owner, Contractor shall furnish Owner a copy of any proposed contract or agreement between Contractor and any of its lower-tier subcontractors for Owner's review of the terms and conditions thereof, and Contractor shall not execute such agreement until Owner has given written notice of Owner's approval. Failure of Contractor to comply with this Article may be deemed to be a material breach of the Agreement and grounds for Owner to withhold payment therefor. Contractor guarantees that all lower-tier subcontractors will strictly comply with the terms of this Agreement, which shall be expressly incorporated by reference into any contract or agreement with any of Contractor's lower-tier subcontractors.

2.4 DISPUTED WORK. In the event of any dispute between Owner and Contractor over the scope of Contractor's work under the Contract Documents, Contractor will not stop work, but will prosecute the work, including as directed by Owner, diligently to completion, and any such dispute shall be submitted to resolution in accordance with this Agreement.

ARTICLE 3 – PRICE AND SCHEDULE OF VALUES

3.1 CONTRACT PRICE. The sum to be paid by Owner to the Contractor for the performance and completion of the Agreement to the satisfaction of Owner, inclusive of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents, and subject to any additions or deductions as authorized under this Agreement shall be as set forth in Contractor's bid schedule attached hereto as **Attachment A** ("Contract Agreement Price" or "Price"). The total project cost shall not exceed the total amount for the entirety of the Work set forth in **Attachment A** (i.e., \$198,600.00), unless otherwise authorized by Owner in writing prior to Contractor incurring additional expenses.

The Price shall constitute payment in full for all amounts owed to Contractor, including but not limited to the costs incurred for: all labor (including fringe benefit payments), materials, supplies, apparatuses, appliances, equipment, fixtures, tools, implements, facilities, supervision, transportation, utilities, storage, and all other services as and when required for or in connection with the performance of Contractor's work, business licenses, Social Security, employment, sales, use, state, federal, and all other taxes, continuous clean-up, final clean-up, and all insurance required by the Agreement and the other Contract Documents.

3.2 USE OF FUNDS. Contractor agrees and covenants that funds received for the performance of this Agreement shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for this Project in connection with this Agreement and having the right to assert liens or other claims against the land, improvements or funds involved in this Project or against any bond or other security posted by Contractor or Owner, and said funds shall not in any instance be diverted by Contractor to any other purpose until all obligations arising herein have been fully discharged and all claims arising therefrom have been fully paid.

ARTICLE 4 – PAYMENT

4.1 SUBMISSION OF INVOICES. Upon completion of the Project, Contractor shall submit to Owner for Owner's approval a written request for payment ("Invoice"). The Invoice must be dated and signed by Contractor and include deductions for: (a) all previous payments (if any); (b) all charges for materials and services furnished to Owner by Contractor; (c) back charges by any subcontractor or material supplier; and (d) any other charges and deductions provided for in this Agreement. Contractor shall submit revised Invoices until accepted by Owner.

4.2 WAIVERS AND RELEASES. As a condition precedent to payment by Owner, the Invoice shall be accompanied by a current Conditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8132, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the Invoice, and an Unconditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8134, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor and for which Contractor made payment.

4.3 CERTIFIED PAYROLL AND AFFIDAVITS. As an additional condition precedent to payment by Owner, Contractor shall provide, within the time limits specified by the Contract Documents, certified payroll reports certifying that all labor included in the Invoice was paid pursuant to the applicable prevailing wage rates. Contractor shall also submit an affidavit, signed under penalty of perjury, certifying that it has paid for all labor (including fringe benefits), materials and equipment for which Owner has made payment to Contractor.

4.4 PAYMENT NOT ACCEPTANCE. Payment to Contractor shall not constitute or imply acceptance by Owner of any portion of Contractor's work or the full performance thereof.

4.5 PAYMENT IN THE EVENT OF DISPUTE AS TO CONTRACTUAL REQUIREMENTS. In the event a dispute arises between Contractor and/or Owner as to the work to be performed by Contractor, Contractor shall receive payment for its work according to the provisions and requirements of the Agreement as though they are a contended by Contractor and/or Owner. Contractor shall not be entitled to additional compensation for work it contends is outside the scope of the Agreement unless and until the dispute is resolved in its favor.

4.6 REQUIREMENTS FOR PAYMENT. As a condition precedent to Contractor's obligation to make payment, Contractor shall:

- (a) Submit an affidavit, under penalty of perjury, that all payroll, payroll taxes, fringe benefits, bills for material and equipment, and other indebtedness connected with Contractor's work for which Owner and/or any surety might in any way be liable, have been paid or otherwise satisfied;
- (b) Submit conditional and unconditional waivers upon final payment in accordance with Civil Code sections 8136 and 8138;
- (c) Comply with all required close-out procedures to the satisfaction of Owner.

Within ten (10) days of Contractor's receipt of final payment, it shall provide to Owner an Unconditional Waiver and Release Upon Final Payment, in the form required by California Civil Code section 8138.

4.7 PAYMENT. Provided Contractor is not in default under the Agreement; there is no dispute between Contractor and Owner regarding Contractor's work; Owner and, if necessary, the Architect, have accepted the Project; and Owner has received Contractor's release(s) of all claims related to Contractor's work except for unsettled liens or stop notices, unknown defective work, noncompliance with the Contract Documents, or warranty work, final payment shall be made no more than 10 (ten) calendar days after Contractor's compliance with the conditions for payment.

4.8 WITHHOLDING. Owner may withhold any and all payments due Contractor hereunder in order to protect itself from loss on account of Contractor and/or as may reasonably be necessary to protect Owner from loss or damage caused by Contractor, including but not limited to withholdings applicable to Contractor's work arising from grounds enumerated in the Contract Documents, Contractor's failure to perform Contract Work, breach of this Agreement, failure to properly pay employees, subcontractors and/or suppliers, failure to promptly correct rejected, defective or nonconforming Contract Work, and any other matter as to which this Agreement specifically authorizes the withholding by Owner of such payment, including Contractor's failure to comply with the requirements of the Contract Documents.

ARTICLE 5 – CHANGES

5.1 DIRECTED IN WRITING. Owner may order or direct changes, additions, deletions or other revisions to the Work without invalidating the Agreement. No changes, additions, deletions, or other revisions to the Work shall be valid unless made in writing. If Contractor performs additional work or revises the Work without written direction from Owner, Contractor shall not be paid for any additional labor, materials, or supplies furnished and shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change.

5.2 PRICE ADJUSTMENTS. If Owner directs a material change to the Work pursuant to Section 5.1 of this Agreement, the Price stated in Article 3 and the time for Contractor's performance shall be adjusted by appropriate additions or deductions in accordance with the Agreement. Contractor shall supply Owner with all documentation necessary to substantiate the amount of the addition to or deduction from the Price or Contractor's time for performance. Any request of Contractor for an addition to or deduction from the Price, or Contractor's time for performance, must be made to Owner in itemized written form (accompanied by complete documentation substantiating any request(s)) within seven (7) calendar days from the date of receipt by Contractor of notification of change. In the event Owner and Contractor cannot agree on the amount of the addition or deduction, Contractor shall nonetheless perform the work as changed by Owner's written direction. Once Contractor receives Owner's written direction, Contractor is solely responsible for timely performance of the Work as changed by the written direction. Payment for changed Work shall be made in accordance with Article 4.

5.3 NOTICE OF DISPUTED WORK. If a dispute arises between Owner and Contractor about whether a particular work is a change in the Work described in Article 2, Contractor shall timely perform the disputed work and may give written notice of a claim for additional compensation for that work all in accordance with the Contract Documents. Such written notice of claim must be given prior to the performance of the disputed work, and no later than the notice periods set forth in Article 12, below. Contractor's failure to give written notice prior to the performance of the disputed work constitutes an agreement by Contractor that it will not be paid for the disputed work.

ARTICLE 6 – TIME OF COMPLETION AND SCHEDULE

6.1 TIME IS OF ESSENCE. Time limits stated in the Contract Documents are of the essence of the Agreement. By executing the Agreement, Contractor confirms that the contract time is sufficient for performing Contractor's work.

6.2 CONTRACT TIME. Contract Time for completion of all work is May 31, 2023 unless extended by written agreement of the parties hereto.

6.3 SCHEDULE OF WORK. Contractor shall have the right to decide the time and order in which the various portions of the Work are to be performed, including the relative priority of the work of subcontractors. Contractor shall prepare the Schedule of Work and shall revise the Schedule of Work as work progresses.

6.4 CONTRACTOR'S RESPONSIBILITIES. Contractor shall commence work within five (5) calendar days of Owner's notice to proceed, unless otherwise directed by Owner. Contractor shall promptly provide Owner with scheduling information when

requested.

6.5 CONTRACTOR'S REMEDIES FOR DELAY. In the event Contractor fails to perform its work in accordance with the Section 6.2, above, Contractor shall reimburse Owner for all damages resulting from the delay, including but not limited to liquidated damages in the amount of \$1,000.00 per day as assessed by Owner.

6.6 CONTRACTOR'S REMEDIES FOR DELAY. If the progress of Contractor's work is delayed without the fault or responsibility of Contractor, then the time for Contractor's work shall be extended by change order to the extent obtained by from Owner and the Schedule of Work shall be revised accordingly. On projects subject to the Public Contract Code, the provisions of section 7102 shall apply; however, Owner and Contractor expressly contemplate and acknowledge that if the Work is enjoined by a court of law or a bid protest of any type or nature is asserted which delays the performance of the Work, Owner shall have no liability or responsibility to Contractor for any delay damages.

ARTICLE 7 – TERMINATION OR SUSPENSION

7.1 TERMINATION FOR CONVENIENCE. Notwithstanding any other provision of the Agreement, Owner reserves the right to terminate this Agreement for Owner's convenience, without cause. If so terminated, Contractor shall be entitled to the following costs and no others: cost of Work actually completed in conformity with the requirements of the Agreement and Contract Documents; other necessary costs actually incurred by Contractor; plus fifteen percent (15%) of such costs as overhead and profit.

7.2 SUSPENSION OR TERMINATION BY OWNER. Should the Owner suspend or terminate any aspect of the work, then Contractor shall immediately discontinue work upon written order from Owner. Contractor shall proceed with such work when ordered to do so by Owner.

ARTICLE 8 – PERFORMANCE OF CONTRACTOR

8.1 AUTHORIZED REPRESENTATIVE. Contractor shall designate one or more persons satisfactory to Owner and with authority to act for Contractor as Contractor's representative on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom Owner shall issue instructions, orders or directions, except in an emergency. Should Owner find Contractor's representative(s) to be unsatisfactory, Contractor shall promptly replace the representative(s).

8.2 NON-DISCRIMINATION. Contractor shall not discriminate in hiring, firing, promotion, or training against any person on account of age, race, religion, national origin, disability, sexual orientation, gender, or gender identity.

8.3 SAFETY. Contractor agrees that the prevention of accidents to workers engaged upon or in the immediate work area is solely its responsibility. Contractor shall comply with all laws, ordinances, rules, regulations, codes, orders, and requirements concerning safety now in force or hereafter in effect, including but not limited to all laws regarding Occupational Health and Safety, the handling and storage of hazardous materials, accident prevention, and safety equipment and practices. Contractor shall hold weekly safety meetings for all of its workers at the project site and shall provide confirmation thereof to Owner using an approved form. When so ordered, Contractor shall stop any part of the work that Owner deems unsafe until corrective measures satisfactory to Owner have been taken. Contractor shall timely submit copies of all accident and injury reports to Owner.

8.4 SHOP DRAWINGS, SAMPLES, AND AS-BUILT DRAWINGS. By such date as directed by Owner, Contractor shall prepare and submit to Owner all shop drawings, samples, specimens, or other data necessary to completely describe Contractor's work and as required by the Contract Documents. Approval of such shop drawings, samples, specimens, or other data by Owner or the Architect shall not relieve Contractor of its responsibility to perform Contractor's work in strict accordance with the Contract Documents or of its responsibility for the proper matching and fitting of Contractor's work with contiguous work. Contractor shall also furnish all information required for the coordination of Contractor's work with the work of other trades. Contractor shall be responsible for preparing all as-built drawings pertaining to Contractor's work and as required by the Contract Documents.

8.5 SUBSTITUTIONS. Requests for substitution of material will be allowed only if permitted by the Contract Documents. Requests for substitution must be submitted in the format specified by the Contract Documents and submitted to Owner within a reasonable timeframe as directed by Owner or they may be returned without review. Architect may charge to review requests for substitution, whether approved or rejected, and all such costs shall be the responsibility of Contractor.

8.6 PLAN INCONSISTENCY AND CONTIGUOUS WORK. Contractor shall bring any uncertainty or inconsistency in or between the plans, specifications, or other Contract Documents to the attention of Owner in writing and within three (3) working days of Contractor's discovery thereof. Contractor shall not proceed with any Work affected by the uncertainty or inconsistency until directed to do so by Owner. Owner shall resolve the uncertainty or inconsistency and Contractor shall perform the work as directed by Owner.

Before proceeding with its work, Contractor shall inspect the correctness of contiguous or adjacent work installed by others. The failure to detect or report discrepancies will preclude recovery by Contractor of any resulting cost, expense, or damage.

8.7 PROTECTION OF THE WORK. Contractor shall take all necessary precautions to properly protect Contractor's work and the work of others from damage caused by Contractor's operations. Should Contractor cause damage to the Work or property of Owner or others, Contractor shall promptly remedy such damage to the satisfaction of Owner.

8.8 INSPECTION. When portions of Contractor's work are ready for inspection, Contractor shall notify Owner in writing in sufficient time to allow Owner to notify the inspecting authorities that the work is ready for inspection. Failure to properly and timely make notice of, or receive, required inspections is not cause for delay. Contractor shall at all times furnish Owner with adequate facilities for inspecting materials at the site or at any place where materials under this Agreement may be in the course of preparation, processing, manufacture or treatment.

8.9 CLEAN-UP. Contractor shall follow Owner's clean-up directions and shall at all times keep the Project free from debris and unsafe working conditions arising from Contractor's work. At the end of each day, Contractor shall consolidate its debris at a place designated by Owner and shall remove its debris from the job site immediately upon completion of each phase of Contractor's work or as directed by Owner. Contractor is to leave all areas where it is performing work in broom clean condition at the end of each work day. If work areas are not kept neat and safe at all times, Owner will back-charge Contractor as needed at an hourly rate of \$100.00 plus dump fees and all other necessary costs incurred by Owner.

8.10 LABOR RELATIONS. Contractor shall take reasonable steps to prevent the occurrence of any strike, slowdown, or other labor difficulty or dispute arising out of the presence of Contractor at the job site or from any other activities of Contractor.

Contractor acknowledges the provisions of the California Labor Code regarding the payment of prevailing wages to workers employed on public works projects. In compliance with the requirements of Labor Code section 1775(b)(1), Contractor acknowledges the existence and content of Part 7, Chapter 1 of the California Labor Code, including, without limitation, Labor Code sections 1771, 1775, 1777.5, 1813, and 1815, as incorporated herein by reference, and has read and understands the provisions of these code sections.

Contractor shall work with and respond to all requests for information related to labor code compliance by Owner and/or Owner's labor compliance specialist, if any.

8.11 WARRANTY. Contractor warrants all materials, equipment, and workmanship provided under this Agreement for a period of one (1) year from completion of the entire Project or such longer period as may be provided in the Contract Documents. Contractor warrants to Owner that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that Contractor's work will be free from defects not inherent in the quality required or permitted, and that Contractor's work will conform to the requirements of the Contract Documents. Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment, if requested by Owner to do so.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly amend and make good any defective materials, equipment, or workmanship to the approval and acceptance of Owner.

8.12 PROJECT TO BE KEPT FREE OF LIENS. Contractor shall promptly pay all subcontractors, suppliers, and others from payment received by Owner. In the event a subcontractor, material supplier, labor union trust fund, or other person or entity that supplied labor, material, or equipment to Contractor shall record/file a mechanic's lien or stop notice, Contractor shall, within two (2) working days of receipt of notice of said lien or stop notice, supply evidence to the satisfaction of Owner that the monies owing to the claimant have been paid or post a bond indemnifying Owner and the Project from such claim or lien.

8.13 ROYALTIES, PATENTS AND COPYRIGHTS. Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof. Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Contract Documents or where the copyright violations are contained in the Contract Documents.

8.14 DISCOVERY OF HAZARDOUS WASTE OR UNUSUAL CONDITIONS. Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any of the following conditions: (a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

Upon notice to Owner, Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Agreement.

In the event that a dispute arises between Owner and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests.

ARTICLE 9 – RECOURSE OF OWNER

9.1 NOTICE TO CURE. If, in the opinion of Owner, Contractor is in breach of any provision of this Agreement, including but not limited to failing: to supply timely and enough properly skilled workers or proper or sufficient materials or equipment or adequate

supervision; to provide and obtain approved submittals timely; to maintain the Schedule of Work; to make prompt payment to its workers, sub-subcontractors, suppliers, taxing authorities, or union trust funds; to obey laws, ordinances, or orders of any public authority having jurisdiction; to clean up its debris; to perform work as directed by Owner; or to perform any obligation under this Agreement, Contractor shall commence and continue satisfactory correction of such breach with diligence and promptness within forty-eight (48) hours after service of written notice to Contractor or Contractor's authorized representative specifying the particulars of such breach.

9.2 FAILURE TO CURE BREACH. If Contractor fails to cure a breach of this Agreement within forty-eight (48) hours of service of a Notice to Cure, Owner may, without prejudice to any other rights or remedies, and at its sole option, do any or all of the following:

- (a) Furnish such labor, material, equipment, and other facilities, either directly or through one or more subcontractors, as Owner deems necessary to complete or correct Contractor's work, or any part thereof;
- (b) Withhold payment of any monies due Contractor under this Agreement pending corrective action to the extent required by and to the satisfaction of Owner; or
- (c) Terminate the Agreement and complete the work itself or cause the work to be completed by others. Owner may take immediate possession of all of Contractor's material, supplies, tools, appliances, and equipment at the job site and use same without payment of rent or other compensation to Contractor or liability to Contractor for any damages arising from said use unless resulting from gross negligence or willful destruction by Owner or others working on its behalf. Any unused material, supplies, tools, appliances, and equipment remaining after Contractor's work is completed will be returned to Contractor.

9.3 CONTRACTOR RATES TO COMPLETE OR CORRECT WORK. If Owner elects to use its own labor forces to complete or correct Contractor's work, Contractor and, if applicable, Contractor's surety, agree to pay Owner for all labor costs, costs for Owner's owned equipment, direct costs for materials, field and home office overhead, and ten percent (10%) profit on all costs.

9.4 BANKRUPTCY. Upon a receiver for Contractor being appointed, upon Contractor making an assignment for the benefit of creditors, upon Contractor seeking protection under the Bankruptcy Code, upon Contractor's creditors placing Contractor into an involuntary bankruptcy, or upon Contractor committing any other act evidencing insolvency, Owner may, to the extent legally permissible, terminate this Agreement upon giving three (3) working days' written notice, by certified mail, to Contractor and its surety, if any. If an order for relief pertaining to Contractor is entered under the Bankruptcy Code, Owner may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Contractor, its trustee, and its surety, if any, unless Contractor, the surety, or the trustee: promptly cures all defaults; provides adequate assurances of future performance; compensates Owner for all damages, costs, and expenses resulting from such default(s); and assumes the obligations of Contractor within the statutory time limits.

If Contractor is not performing in accordance with the Schedule of Work at the time an order for relief is entered, Owner may avail itself of any and all such remedies that are reasonably necessary to maintain the Schedule of Work while waiting for the Contractor, its trustee, or its surety, if any, to accept or reject the Agreement and to provide adequate assurances of future performance.

ARTICLE 10 – INSURANCE AND BONDS

10.1 GENERAL INSURANCE REQUIREMENTS. Contractor shall not commence any work until it obtains all insurance required to be obtained by Contractor under this Agreement. Contractor shall at all times comply with the Insurance Requirements of this Agreement.

Such insurance will be maintained by Contractor at its sole expense with insurance carriers admitted to do business in California, that have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "VIII" in the most current A.M. Best's Rating Guide for property and casualty insurers. In no event will such insurance be modified without Owner's express written consent and, except as otherwise expressly authorized herein, in no event will such insurance be terminated or allowed to lapse prior to termination of all obligations arising under this Agreement.

10.2 EVIDENCE OF INSURANCE. As evidence of the insurance required by this Article, Contractor shall deliver to Owner, no later than commencement of any work, a certificate of insurance signed by an authorized agent of Contractor's insurance carrier showing that such insurance is in force. The certificate shall provide that each of the policies identified therein shall not be suspended, cancelled, or non-renewed without 10 days' notice in writing delivered to Owner's corporate office. Owner has the right to require Contractor to submit for Owner's review a certified copy of the policy (or policies) identified in the certificate of insurance. Should any policy expire or be canceled before the termination of all obligations arising under this Agreement, and Contractor fails to immediately procure replacement insurance as required by this Article, then Owner reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Agreement.

10.3 WORKER'S COMPENSATION INSURANCE. Contractor shall maintain Worker's Compensation Insurance, including Employer's Liability Insurance, in the minimum amounts of \$1,000,000 for bodily injury by accident and \$1,000,000 for bodily injury by disease, for all persons whom it employs in carrying out work under this Agreement. Such insurance shall be procured, and maintained, in strict conformance with the requirements of the most current and applicable workers compensation laws in effect while work is being performed under this Agreement.

10.4 COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE. Contractor shall procure and maintain Comprehensive General Liability Insurance or Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles not exceeding \$10,000 per occurrence, and with a combined single limit for bodily injury and

property damage of not less than \$1,000,000 per occurrence, naming Owner and others as additional insureds as required by Article 10.6 below, and affording the following coverages:

- (a) Premises and Operations;
- (b) Independent Contractors;
- (c) Products and Completed Operations specifically covering all liabilities arising from the work performed under this Agreement for a period of 1 year following Final Acceptance of the work by Owner;
- (d) Contractual Liability specifically covering the indemnification set forth in Article 11 of this Agreement;
- (e) Broad Form Liability Endorsement specifically covering work performed by or on behalf of Contractor under this Agreement;
- (f) Severability of Interest affording separate liability coverage for each person or organization insured; and
- (g) Explosion, Collapse and Underground Hazards (X,C,U) Liability.

The general liability insurance required by this Article 10.4 may not include a mold exclusion, nor may it include a prior acts exclusion or prior loss exclusion that reduces, limits or excludes coverage for any bodily injury or property damage not known by Owner to exist prior to the commencement of the policy period, nor may it include a cross-suits exclusion that reduces, limits or excludes contractual liability coverage for the indemnification set forth in Article 11 of this Agreement.

Notwithstanding the required limit of liability per occurrence, the general liability insurance required by this Article 10.4 may contain an annual general aggregate limit (for ongoing operations only) of not less than \$2,000,000, and a products and completed operations aggregate limit of not less than \$2,000,000, each applicable solely to the Project which is the subject of this Agreement.

10.5 AUTOMOBILE LIABILITY INSURANCE. Contractor shall procure and maintain owned, hired and non-owned Automobile Liability Insurance covering the ownership, maintenance, use and entrustment of any and all automobiles, trucks and other motor vehicles utilized by Contractor, its employees or any of their permittees in connection with any work performed under this Agreement, with a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.

10.6 ADDITIONAL INSURED. Contractor will procure, with respect to all of the insurance required by this Article 10, an endorsement or endorsements naming or otherwise identifying Owner, and their respective officials, agents, representatives, employees, as additional insureds for any and all liability arising out of, or in any way connected to, the performance of, or failure to perform, work under this Agreement. The form of the additional insured endorsement shall be no less than that provided by ISO Form CO 2010, or equivalent, affording coverage for both ongoing and completed operations.

Each additional insured endorsement must contain the following or equivalent language: "This insurance is primary. Any other insurance maintained by any person or organization qualifying as an insured under this endorsement shall be excess and non-contributing with this insurance as respects liability arising out of any act or omission of the named insured or of any person or organization on the named insured's behalf."

10.7 PERFORMANCE AND MATERIALS AND LABOR PAYMENT BONDS. Within 5 calendar days of a request by Owner, and at Contractor's expense, Contractor shall furnish Performance and Materials and Labor Payment Bonds in an amount equal to 100 percent of the Price set forth in Article 3 herein, from a surety and in a form satisfactory to and/or provided by Owner. Said bonds shall include a provision that the party prevailing in any legal or equitable action or arbitration proceeding relating to the bonds shall be entitled to receive from the other parties to said action or proceeding all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such action or proceedings and the preparation thereof.

10.8 WAIVER OF SUBROGATION. Contractor hereby releases and waives all rights against Owner with respect to subrogation, and with respect to any loss or damage to any or all of Contractor's property, which loss or damage is of the type covered by builder's risk, workers' compensation, general liability or commercial liability insurance required to be maintained under the Contract Documents, regardless of any negligence on the part of any person released which may have caused or contributed to such loss or damage.

ARTICLE 11 – INDEMNIFICATION

11.1 DEFINITIONS. For purposes of this Article 11, "Indemnified Parties" shall mean: Owner, and all of their officials, representatives, employees, consultants, agents, successors, and assigns, and any lender of Owner with an interest in the Project.

For purposes of this Article 11, "Claim" and "Claims" shall include claims, demands, obligations, damages, actions, causes of action, suits, demands for arbitration, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, fees, costs, and other disbursements to attorneys, experts, consultants, or other professionals) of every kind or nature whatsoever that may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement or Contractor's presence or activities conducted at the Project.

11.2 EXTENT OF INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties, and each of them, from and against any and all Claims including, without limitation, Claims for bodily injury, death, or damage to or destruction of property; defects in workmanship or materials; and design defects, if the design originated with Contractor, that may arise from or in any manner relate, directly or indirectly, to any work performed or services provided under this Agreement or Contractor's presence or activities conducted on the Project, including without limitation the negligent and/or willful acts, errors, and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-

consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them, regardless of any passive negligence or strict liability of an Indemnified Party. Contractor, however, shall not be obligated under this Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties, or for defects in design furnished by such persons, or to the extent the Claims do not arise out of the scope of work of the Contractor pursuant to this Agreement.

11.3 DUTY TO DEFEND. Contractor shall, at its sole cost and expense and with legal counsel approved by Owner (which approval shall not be unreasonably withheld), defend the Indemnified Parties, and each of them, from any Claims for which Contractor is bound to indemnify the Indemnified Parties pursuant to Article 11.2. The duty to defend is wholly independent of and separate from the duty to indemnify, and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim and written notice of such Claim being provided to Contractor.

11.4 PAYMENT NOT CONDITION PRECEDENT. Payment to Contractor by any Indemnified Party, or any Indemnified Party's payment of a Claim, shall not be a condition precedent to Contractor's obligations to indemnify and defend the Indemnified Parties, and each of them.

11.5 SURVIVAL OF OBLIGATION. Contractor's obligations to indemnify and defend shall survive the expiration or earlier termination of this Contract Agreement until such time as any action against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally barred by the applicable statute(s) of limitations.

11.6 LIABILITY NOT EXCLUSIVE. Contractor's liability for indemnification and defense hereunder is in addition to any liability Contractor may have to Owner for Contractor's breach of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under the Agreement.

11.7 NO LIMITATION UPON LIABILITY. In connection with any and all claims against Owner, Owner's representatives, Contractor (including its affiliates, parents, and subsidiaries) or other contractors or subcontractors, or any of their agents or employees, by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification provisions in Article 11.2 shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or on behalf of Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 12 – CLAIMS

12.1 CLAIMS RELATING TO OWNER. Contractor agrees to make all claims for which Owner may be liable in the manner provided in the Contract Documents. Notice of such claims shall be given by Contractor to Owner within one (1) week prior to Contractor commencing work under this Agreement or the event for which such claim is to be made, or within three (3) calendar days of Contractor's first knowledge of the event, whichever shall first occur. Contractor's failure to provide notice of a claim as required by this Article 12.1 shall constitute a waiver of the claim. Contractor shall be bound by the determination of the Owner or, in the event of a legal action or proceeding, or arbitration, by the outcome of same and shall be entitled only to its proportionate share of any net recovery.

12.2 CLAIMS NOT RELATING TO OWNER. Contractor shall give Owner written notice of all claims not included in Article 12.1, within the same time frames noted in Article 12.1. Should Contractor fail to provide notice within the time required, such claims shall be deemed waived.

12.3 CONTRACTOR TO CONTINUE WORK. Contractor shall carry on the Work and maintain satisfactory progress while any claim or claims brought pursuant to Article 12.1 or 12.2, or any other dispute(s), is/are being resolved, and Owner shall continue to make payments in accordance with the Agreement.

ARTICLE 13 – DISPUTE RESOLUTION

13.1 CONSENSUAL RESOLUTION EFFORTS. Upon notification of a dispute, Owner and Contractor shall meet to informally resolve such dispute.

13.2 DISPUTES BETWEEN OWNER AND SUBCONTRACTOR. Any controversy or claim arising out of or related to this Agreement involving an amount less than \$5,000 (or the maximum limit of the court) must be heard in the Small Claims Division of the Superior Court in Humboldt County. If any question arises regarding or relating to Contractor's work or regarding the rights and obligations of Owner and/or Contractor under the Contract Documents, then, as a condition precedent to litigation as described below, Owner and Contractor shall first mediate any dispute. With respect to claims and disputes between Owner and Contractor arising out of or relating to obligations under this Agreement, and which do not involve issues of fact or law the following shall apply: Each claim or dispute between the parties arising out of or relating to this Agreement shall be litigated in a California State Court of competent jurisdiction, or if jurisdiction over the action cannot be obtained in California State Court, in a Federal Court of competent jurisdiction situated in the State of California.

13.3 CONSOLIDATED ARBITRATION PROCEEDINGS. The claims and disputes of Owner, Contractor, and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) or court in a single proceeding.

13.4 NO LIMITATION OF RIGHTS OR REMEDIES. This Article shall not be deemed a limitation of any rights or remedies that Contractor may have under any federal or state mechanics lien, stop notice, or labor and material payment bond unless such rights have been expressly waived by Contractor.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

14.1 LAW AND EFFECT. This Agreement shall be governed by the laws of the State of California.

14.2 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.3 ATTORNEYS' FEES. In the event either party shall prevail in any legal or equitable action or arbitration proceeding to enforce any term(s) of this Agreement, such party shall be entitled to receive from the other party all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such litigation and the preparation thereof.

14.4 ENTIRE AGREEMENT. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto, and supersedes all prior proposals, bids, correspondence, negotiations, representations, or agreements, whether written or oral.

14.5 TERMS. The terms of this Agreement are contractual and the result of negotiations between the parties hereto. Accordingly, any rule of construction of contracts, including without limitation California Civil Code section 1654, that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

14.6 WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to Contractor's authorized representative, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

14.7 RIGHTS AND REMEDIES. Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by applicable law.

14.8 AUDIT. Owner shall have the right to inspect the work, or any portion thereof, at any time, in accordance with this Agreement and the Contract Documents. Any right of the Owner to inspect or audit the books, accounting records, files and documents of Contractor in accordance with the Contract Documents is incorporated herein as though set forth in full.

Owner shall have the right to inspect, audit and copy at any time, upon reasonable notice, during normal business hours, Contractor's books, documents and accounting records, including but not limited to bid worksheets, bids, subcontractor bids, and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, Project correspondence, including but not limited to all correspondence between Contractor and Contractor's sureties and subcontractors/vendors, Project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or notice of potential claim has been tendered. Contractor shall keep complete and accurate records concerning Contractor's work and the Project at its principal office for at least four (4) years after the work is completed and accepted. This provision shall be included in all of Contractor's subcontracts and purchase orders, and all of Contractor's subcontractors and suppliers, of any tier, shall be bound by this provision.

14.9 ASSIGNMENT OF CARTWRIGHT ACT CLAIMS. If applicable, Contractor offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and copies of which transmitted via facsimile or pdf shall be deemed originals, and which together shall be deemed one and the same agreement. To the extent the signed version of this Agreement is digitally stored, electronic copies have the same force and effect as the original.

City of Rio Dell, a public entity
675 Wildwood Avenue
Rio Dell, CA 95562

Mobley Construction dba MCI
1939 Market Street
Ferndale, CA 95536

By: _____

Name of Signee: Kyle Knopp

Title: City Manager

Date: _____

By: _____

Name of Signee: _____

Title: _____

Contractor's License No. _____

Date:

Attachments

Attachment A - Bid

Attachment B - Scope and Description

ATTACHMENT A

**Bid Schedule
For
Rio Dell Dog Park**

Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices and understands that the quantity of work shown is approximate only. The schedule shall be completed by the bidder with the unit and lump sum prices entered in numerals. The extensions shall be made by the bidder. In case of discrepancy between the unit prices and the extension thereof, the unit price shall be considered as correct when evaluating bids.

ITEM NO.	ITEM	QUANTITY AND UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1 LS	\$ 7,500	\$ 7,500
2	Earthwork and Grading	1 LS	\$ 26,600	\$ 26,600
3	Erosion Control (If Needed)	1 LS	\$ 5,000	\$ 5,000
4	Relocate Existing Utility Pole and Services (Additive)	1 LS	\$ 15,000	\$ 15,000
5	Asphalt Sawcut Demolition & Removal (Approx. 6660 sf)	1 LS	\$ 6,600	\$ 6,600
6	Concrete Sidewalks w/A1-6 Curbs along parking lot area.	850+/- SF	\$ 30	\$ 25,500
7	A1-8 Curbs/Mow-Strips	380+/- LF	\$ 60	\$ 22,800
8	4' Black Vinyl Coated Chain Link Fence, 2 – 4' Man Gates, 1 – 10' Swing Gates	400+/- LF	\$ 69	\$ 27,600
9	Water line Connection and Drinking Fountain (Additive)	1 EA	\$ 18,500	\$ 18,500
10	Asphalt Parking Lot	1 LS	\$ 20,000	\$ 20,000
11	Park It Bicycle Rack (Additive)	1 LS	\$ 2,100	\$ 2,100
12	Parking Lot Striping, ADA Signage, Wheel Stops	1 LS	\$ 4,000	\$ 4,000
13	ADA Ramp @ Parking Lot	1 EA	\$ 6,500	\$ 6,500
14	4 Drainage Inlets & 2 - 24" Underground Storm Drain/Culvert	1 LS	\$ 37,000	\$ 37,000
15	24" Valley Gutter	100+/- LF	\$ 95	\$ 9,500
TOTAL			\$198,600.00	

ATTACHMENT B
Scope

The major work consists of construction of a new Dog Park, including chain link fencing, sidewalks, parking lot and drainage improvements at the parking lot.

Any incidental work not described in the Contract Documents which is necessary to complete the Work shall be furnished and installed as part of this contract at no additional cost to the Owner. The work shall be complete and ready for service to the satisfaction of the Owner. The Contractor is responsible to inspect the site and observe actual working conditions prior to bidding the project.

Item Descriptions
For
Rio Dell Dog Park

Item No. 1 – Mobilization:

The lump sum price paid shall be considered as full compensation for mobilization and setting up of equipment, materials and personnel at the worksite, cleaning up, removing all equipment from the worksite, and payment of all bonds and/or permits needed for completion of the project.

Item No. 2 – Earthwork and Grading:

The lump sum price paid shall be considered as full compensation for excavating, cutting, filling and preparing sub-grade and doing all necessary earthwork for the A1-8 curbs/mow strips, fencing, sidewalks and parking area as shown on the plans to complete the bid item.

Item No. 3 – Erosion Control:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to establish erosion control measures on site, as identified by the contractor, following relevant local and State requirements and best practices.

Item No. 4 – Relocate Existing Utility Pole and Services:

~~The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to relocate the existing utility pole and service as shown on the plans, including but not limited to, removing the existing pole and services, relocation of pole and services, reconnection to existing utilities, repairing sod or pavement as necessary, and all other costs as are considered essential to the relocation of the utility pole and services. Contractor shall be responsible for coordinating and permitting with PG&E and AT&T.~~

Item No. 5 – Asphalt Sawcut, Demolition, Removal and Abandonment:

The lump sum price paid shall be considered as full compensation for all demolition and removal of existing pavement in the parking lot area, existing water meter and topography as detailed and shown on the plans, including but not limited to, saw cutting, pavement and concrete removal, pipeline removal, disposing of all construction materials and all such other costs as are considered essential to the demolition of the existing facilities and topography.

Item No. 6 – Concrete Sidewalks:

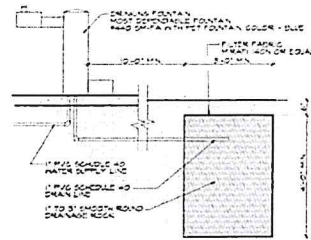
The price paid per square foot shall be considered as full compensation for all materials, labor and equipment necessary as to provide all cast-in-place concrete walks as indicated in the drawings, specified herein, and as required for a complete and proper installation. Item includes placing a 4" ABS sleeve under the sidewalk to facilitate a 2" waterline to the drinking fountain. Materials, installation, and construction must comply with the following building codes and standards: CBC, ACI and ASTM. Concrete materials and operations will be tested and inspected as the work progresses. The City Engineer shall have the right to request testing of any materials used in concrete construction to determine if they are of the quality specified. Surface defects and defective areas, unless otherwise specified by the contract documents, shall be repaired immediately after form removal. Upon completion all equipment, forming materials, and debris shall be removed from the site.

Item No. 7 – A1-8 Curbs/Mow Strips: The price paid per lineal foot shall be considered as full compensation for all materials, labor and equipment necessary as to provide all cast-in-place concrete A1-8 curbs/mow strips as indicated in the drawings, specified herein, and as required for a complete and proper installation. Materials, installation, and construction must comply with the following building codes and standards: CBC, ACI and ASTM. Concrete materials and operations will be tested and inspected as the work progresses. The City Engineer shall have the right to request testing of any materials used in concrete construction to determine if they are of the quality specified. Surface defects and defective areas, unless otherwise specified by the contract documents, shall be repaired immediately after form removal. Upon completion all equipment, forming materials, and debris shall be removed from the site.

Item No. 8 – New 4' High Chain Link Fence:

The price paid per linear foot shall be considered as full compensation for all materials, labor and equipment necessary to install a 4-foot-high, black vinyl coated chain link fence, two 4' man gates and one 10' swing gate at the locations indicated on the plans and as specified in the details. Fencing shall be installed per Caltrans Standard Plans and Specifications.

Item No. 9 – Water Connection to City Main and Drinking Fountain: The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install the 2" water supply pipeline from the City main on Ireland Avenue and the drinking fountain Most Dependable Model 440-SM FA W/Pet Fountain—Green, including but not limited to, dewatering, pipeline connection to existing source, clearing and grubbing, excavation, backfill, bedding material, a 2' 6" x 5' 0" x 4"



concrete pad, pipe handling, compaction, testing, and all such other costs as are considered essential to the construction of the pipeline. The lump sum price paid shall include installation of all fittings and special bends which are directly on the pipeline and the installation of the water fountain and no additional compensation will be made.

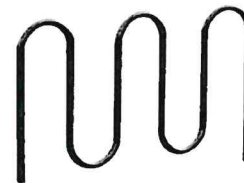
<https://www.mostdependable.com/product/440-smfa-smssfa-w-optional-pet-fountain/>

Item No. 10 – Asphalt Parking Lot: The price paid for the asphalt parking lot shall be considered as full compensation for all materials, labor and equipment necessary to construct the parking lot, including approximately 150 lineal feet of A1-6 curb. The structural section of the parking lot shall include a minimum of 0.2 feet of Caltrans Type B hot mix (asphalt) over 0.67 feet of Caltrans Class 2 compacted aggregate base.

Item No. 11 – Park It Bicycle Rack:

The price paid for the import, placement and installation of the Park-it powder-coated steel bike rack shall be considered as full compensation for 5' 0" x 8' 0" x 4" concrete slab, all materials, labor and equipment necessary to install and anchor the in-ground mount Park-it powder-coated steel bike rack per manufacturer's specification. Model No. 7ZT7071 bk in-ground mount.

<https://www.parkitbikeracks.com/park-it-powder-coated-steel-bike-racks>



Item No. 12 – Parking Lot Striping, Wheel Stops, ADA Signage:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install new parking lot striping and signage as per the plan, including but not limited to, installing new handicap accessible signs per ADA standards, painting parking stall striping, painting accessible crosswalk and/or no parking cross hatching, and all such other costs as are considered essential to the construction of the project parking lot striping and signage.

Painted Stripes: Apply in conformance with the manufacturer's instructions and the applicable

requirements of Caltrans Standard Specification Section 84-3.03, 3.04 and 3.05 and Caltrans Standard Plans A20A through A20D, and A24A through A24F.

Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete, 2500 psi minimum compressive strength, 5½ inches high by 7½ inches wide by 48 inches long (or length as shown on plans). Provide chamfered corners, transverse drainage slots on underside, and a minimum of two factory-formed vertical holes through wheel stop for anchoring to substrate.

1. Surface Appearance: Free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
2. Mounting Hardware: Galvanized-steel dowel, ½ inch diameter, 24 inch minimum length.

Item No. 13 – New ADA Ramp

The price paid per each item shall be considered as full compensation for all materials, labor and equipment necessary to construct individual handicap accessible ramp as per CBC standards, including truncated domes, where indicated on the plans and as described in “Concrete Sidewalks” Bid Item.

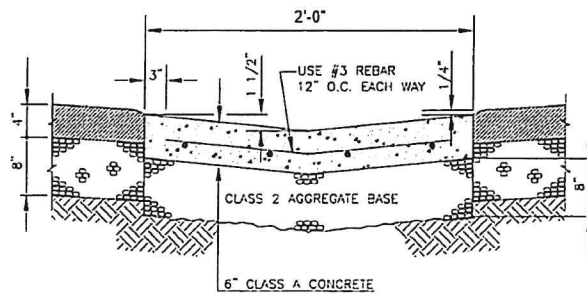
Item No. 14 – Drainage Inlets & 24” Underground Storm Drain/Culvert:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install four new Cast In Place (CIP) Caltrans Type G3 Drainage Inlets (See Caltrans Standard Plan D72B-G) or equivalent Pre Cast Concrete Drop Inlets and Catch Basins and 24” ADS HP Storm Dual Wall Pipe, connectors/couplings to the existing storm drain pipe shown on plans and to Caltrans and Manufacturer’s Specifications and Standards.

<https://www.adspipe.com/pipe/hp-storm-dual-wall-pipe>

Item No. 15 – 24” Concrete Valley Gutter:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install new Cast in Place (CIP) 24” Valley Gutter as shown on the Plans and adjacent detail



ATTACHMENT B
Scope

The major work consists of construction of a new Dog Park, including chain link fencing, sidewalks, parking lot and drainage improvements at the parking lot.

Any incidental work not described in the Contract Documents which is necessary to complete the Work shall be furnished and installed as part of this contract at no additional cost to the Owner. The work shall be complete and ready for service to the satisfaction of the Owner. The Contractor is responsible to inspect the site and observe actual working conditions prior to bidding the project.

**Item Descriptions
For
Rio Dell Dog Park**

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Item No. 4 – Relocate Existing Utility Pole and Services:

~~The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to relocate the existing utility pole and service as shown on the plans, including but not limited to, removing the existing pole and services, relocation of pole and services, reconnection to existing utilities, repairing sod or pavement as necessary, and all other costs as are considered essential to the relocation of the utility pole and services. Contractor shall be responsible for coordinating and permitting with PG&E and AT&T.~~

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Item No. 6 – Concrete Sidewalks:

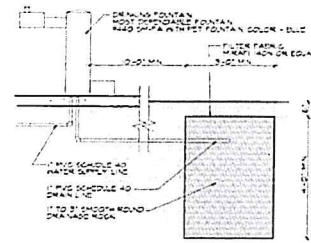
The price paid per square foot shall be considered as full compensation for all materials, labor and equipment necessary as to provide all cast-in-place concrete walks as indicated in the drawings, specified herein, and as required for a complete and proper installation. Item includes placing a 4" ABS sleeve under the sidewalk to facilitate a 2" waterline to the drinking fountain. Materials, installation, and construction must comply with the following building codes and standards: CBC, ACI and ASTM. Concrete materials and operations will be tested and inspected as the work progresses. The City Engineer shall have the right to request testing of any materials used in concrete construction to determine if they are of the quality specified. Surface defects and defective areas, unless otherwise specified by the contract documents, shall be repaired immediately after form removal. Upon completion all equipment, forming materials, and debris shall be removed from the site.

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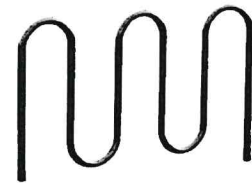
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<https://www.mostdependable.com/product/440-smfa-smssfa-w-optional-pet-fountain/>

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The price paid for the import, placement and installation of the Park it powder-coated steel bike rack shall be considered as full compensation for 5'-0" x 8'-0" x 4" concrete slab, all materials, labor and equipment necessary to install and anchor the in-ground mount Park it powder-coated steel bike rack per manufacturer's specification. Model No. 7ZT7071 bk in-ground mount. <https://www.parkitbikeracks.com/park-it-powder-coated-steel-bike-racks>



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Painted Stripes: Apply in conformance with the manufacturer's instructions and the applicable

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Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete, 2500 psi minimum compressive strength, 5½ inches high by 7½ inches wide by 48 inches long (or length as shown on plans). Provide chamfered corners, transverse drainage slots on underside, and a minimum of two factory-formed vertical holes through wheel stop for anchoring to substrate.

1. Surface Appearance: Free of pockets, sand streaks, honeycombs, and other obvious defects. Corners shall be uniform, straight, and sharp.
2. Mounting Hardware: Galvanized-steel dowel, ½ inch diameter, 24 inch minimum length.

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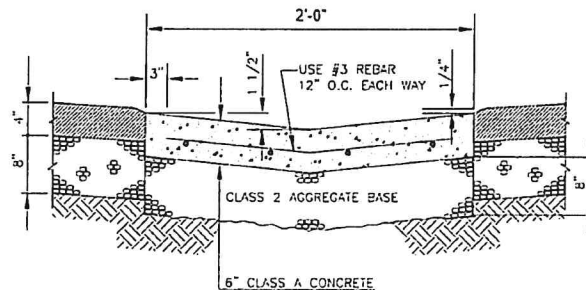
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The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install four new Cast In Place (CIP) Caltrans Type G3 Drainage Inlets (See Caltrans Standard Plan D72B-G) or equivalent Pre Cast Concrete Drop Inlets and Catch Basins and 24” ADS HP Storm Dual Wall Pipe, connectors/couplings to the existing storm drain pipe shown on plans and to Caltrans and Manufacturer’s Specifications and Standards.

<https://www.adspipe.com/pipe/hp-storm-dual-wall-pipe>

Item No. 15 – 24” Concrete Valley Gutter:

The lump sum price paid shall be considered as full compensation for all materials, labor and equipment necessary to install new Cast in Place (CIP) 24” Valley Gutter as shown on the Plans and adjacent detail

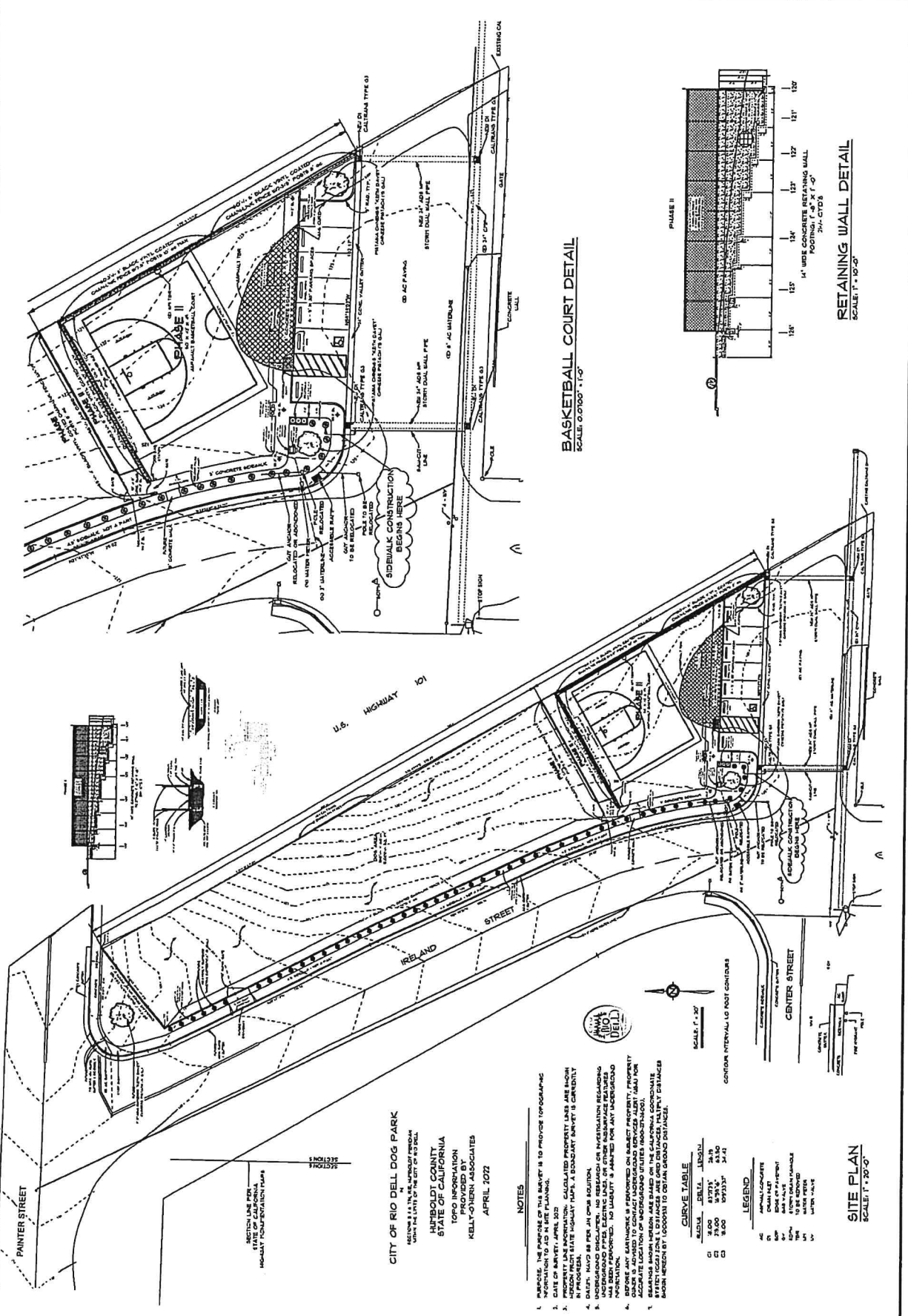


DRAWN BY:
 CHECKED BY:
 APPROVED BY:
 EVERYONE
 MAY 2023
 REVISION:
 NOVEMBER 2022

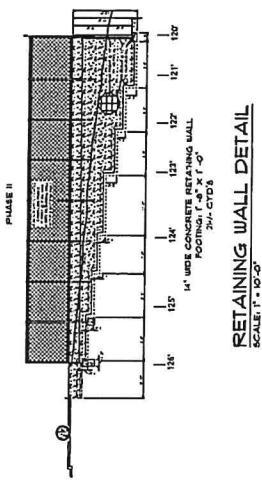
RIO DELLL DOG PARK
 PROPOSITION 68 GRANT FUNDS

RIO DELLL DOG PARK
 CENTER STREET
 RIO DELLL, CA, 95562
 APN: 052-321-016

CITY OF RIO DELLL
 675 WILWOOD AVENUE
 RIO DELLL, CA, 95562
 (707) 764-3532



BASKETBALL COURT DETAIL
 SCALE: 0.25" = 1'-0"



RETAINING WALL DETAIL
 SCALE: 1" = 10'-0"

CITY OF RIO DELLL DOG PARK
 HUMBOLDT COUNTY
 STATE OF CALIFORNIA
 TOPOGRAPHIC SURVEY
 PROVIDED BY
 KELLY-OSHER ASSOCIATES
 APRIL 2022

NOTES

1. THE DATE OF THIS SURVEY IS TO PROVIDE TOPOGRAPHIC INFORMATION TO AID IN THE CONSTRUCTION.
2. DATE OF SURVEY: APRIL 2022
3. PROPERTY LINE INFORMATION: CALCULATED PROPERTY LINES ARE SHOWN IN RED. THE PROPERTY LINE IS A DEDUCTIVE SURVEY IS CURRENTLY IN PROGRESS.
4. DATA: MAY BE PER AN OTHER SOURCE.
5. THE SURVEY IS FOR INFORMATIONAL PURPOSES ONLY. THE SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES.
6. BEFORE ANY CONSTRUCTION IS PERFORMED ON SUBJECT PROPERTY, PROPERTY SURVEYORS SHOULD BE CONSULTED TO VERIFY THE ACCURACY OF THE SURVEY DATA. THE SURVEYORS SHOULD BE CONSULTED TO VERIFY THE ACCURACY OF THE SURVEY DATA.
7. BEARING AND DISTANCE ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM. THE SURVEY IS BASED ON THE CALIFORNIA COORDINATE SYSTEM. THE SURVEY IS BASED ON THE CALIFORNIA COORDINATE SYSTEM.

CURVE TABLE

STATION	DELTA	LENGTH
0+00	87.71°	241.9
0+50	87.71°	241.9
1+00	87.71°	241.9

LEGEND

AC	ASPHALT CONCRETE
CC	CONCRETE
CP	CONCRETE PAVEMENT
EP	EMERALD ASPHALT
GP	GRAVEL
IP	IRON PIPE
UP	UTILITY PIPE

SITE PLAN
 SCALE: 1" = 20'-0"

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12644	12/08/2023	[0576] 101 AUTO PARTS	Electric Gate Maintenance, Electric Grease and Clean, Penetrant Oil	35.81
12645	12/08/2023	[6038] ACCURATE TERMITE & PEST SOLUTIONS	RODENT & INSECT CONTROL @ 475 HILLTOP DR	220.00
12646	12/08/2023	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR NOVEMBER 2023 - CITY HALL & COPIER CHARGES FOR NOVEMBER 2023 - PD	688.75
12647	12/08/2023	[3975] AT&T - 5709	FAX LINE EXPENSES FOR NOVEMBER 2023 FOR PD AND CITY HALL	69.68
12648	12/08/2023	[7348] CHAMBERLAIN, KATELYN	DEPOSIT REFUND	218.04
12649	12/08/2023	[2293] CITY OF FORTUNA	Police Dispatch for December 2023	6,328.33
12650	12/08/2023	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 12/1/2023	138.90
12651	12/08/2023	[7054] DOOLEY ENTERPRISES, INC.	9mm 115gr. Full Metal Jacket	648.19
12652	12/08/2023	[2405] FORTUNA ACE HARDWARE	Christmas Lights, LED Bulb and a Inflatable Snowman	257.30
12653	12/08/2023	[5052] GHD, INC	Professional Services Rendered Through 11/25/2023	25,221.37
12654	12/08/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Saw Blades, Outlet, Submersible Pump, Box Fan	273.99
12655	12/08/2023	[2437] HACH	Sulfuric Acid, Sulfite 3 Reagent, Reagent Set, Chlorine Total CL17; Reagent Set, Chlorine Free CL17	605.31
12656	12/08/2023	[2444] HENSELL MATERIALS, INC.	Cement	195.33
12658	12/08/2023	[6414] HUMBOLDT VETERINARY MEDICAL GROUP	Refer CAD #2311130035 - Injured Cat	140.02
12659	12/08/2023	[6653] CRYSTAL L LANDRY	Reimbursement for Lunch at ABC Training	21.20
12660	12/08/2023	[7220] LARRY WALKER ASSOCIATES, INC.	For Services Rendered Through 10/31/2023 - Assistance During NPDES Permit Reissuance	798.75
12661	12/08/2023	[7588] LITTLE, JAMIE	CUSTOMER DEPOSIT REFUND	160.35
12662	12/08/2023	[7195] METER, VALVE & CONTROL, Inc	Badger HR-E Encoder Register for M35 Meter	2,582.22
12663	12/08/2023	[2551] MIRANDA'S ANIMAL RESCUE	Animal Control for November '23	1,900.00
12664	12/08/2023	[3006] MISSION LINEN SUPPLY, INC	Clean Mop Head, Cleaning & Maintenance of PW Shirts	409.65
12665	12/08/2023	[7635] NAPA AUTO PARTS FORTUNA	Tools, Core Deposit	47.91
12666	12/08/2023	[2570] NILSEN COMPANY	Rice Straw for Tree Lighting	26.78
12667	12/08/2023	[4393] NYLEX.net. Inc.	Samsung EVO 1TB SSD	166.41
12668	12/08/2023	[6943] PACE SUPPLY CORP	Clamp	75.58
12669	12/08/2023	[2619] PITNEY BOWES, INC.	QUARTERLY LEASING PAYMENT 9/30/2023 - 12/29/2023	180.85
12670	12/08/2023	[7542] POINT EMBLEMS LLC	PD Patches	475
12671	12/08/2023	[6349] RECOLOGY EEL RIVER	November Trash Bags	142
12672	12/08/2023	[2659] RIO DELL PETTY CASH	PETTY CASH NOV. '23: Batteries for Breathalyzer, Vehicle Cleaning Supplies, Water for PD, Men's Bathroom Cleaning Supplies	33.
12	12/08/2023	[5952] SANDERS ROOFING	Refund for Permit #112304	404

Section F, Item 6.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12674	12/08/2023	[7189] SHARP AUTO GRAPHICS & SIGNS, INC.	Remove and Replace Graphics on Ford Explorer	350.00
12675	12/08/2023	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR DECEMBER 2023	147.20
12676	12/08/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	Annual Permit Fee - Facility ID 1SSO10058 Billing 7/1/23-6/30/24, Annual Permit Fee - Facility ID 1B83134OHUM Billing 7/1/23-6/30/24, Annual Permit Fee - Facility ID 4DW0025 Billing 7/1/23-6/30/24	13,881.00
12677	12/08/2023	[2715] STEWART TELECOMMUNICATION	Phone Lines PD - January 2024, Phone Lines City Hall - January 2024	556.05
12678	12/08/2023	[6108] STOKES, LAUREL	CUSTOMER DEPOSIT REFUND	165.94
12679	12/08/2023	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR NOVEMBER 2023	3,167.28
12680	12/08/2023	[7262] ULINE, INC	Trash Pickers	71.43
12681	12/08/2023	[2750] USA BLUEBOOK	Gasket	271.23
12682	12/08/2023	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR JANUARY 2024	391.07
12683	12/08/2023	[2787] WYCKOFF'S	Adapters, Sump Pump,	106.81
12684	12/14/2023	[7689] CDFW	Rio Dell Trail Application #44585	6,236.00
12685	12/14/2023	[2405] FORTUNA ACE HARDWARE	Christmas Lights, Rags, Paint	204.74
12686	12/14/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Box Fan, Manure Fork, Bow Rake	132.64
12687	12/14/2023	[2437] HACH	Calibration Verification Kit	151.17
12688	12/14/2023	[2452] HORIZON BUSINESS PRODUCTS	2000 #10 Window w/ Return Address Envelopes	640.16
12689	12/14/2023	[2501] KEENAN SUPPLY	Break Off Bolt Set	1,749.60
12690	12/14/2023	[2519] LC ACTION POLICE SUPPLY	Holsters	1,465.52
12691	12/14/2023	[2546] MERCER-FRASER CO. INC	Crack Sealing (Earthquake Street Damage)	20,856.00
12692	12/14/2023	[5934] NORTH COAST JOURNAL, INC	CEQA Notice of Intent	576.00
12693	12/14/2023	[2569] NORTH COAST LABORATORIES, INC.	Colliform Quanti-tray, ELAP Certification fee,	85.00
12694	12/14/2023	[6100] NORTHERN CALIFORNIA GLOVE	Gloves and High Visibility Sweatshirt, Jacket and Pants	472.48
12695	12/14/2023	[6825] OPTIMUM	INTERNET SERVICES DECEMBER 2023	900.00
12696	12/14/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	Rio Dell Trail Project	34,324.00
12697	12/14/2023	[2750] USA BLUEBOOK	Socket Set, Wrench	1,209.05
12698	12/14/2023	[2787] WYCKOFF'S	Bolt, Nipple, Adapter, Clamp, Pipe	232.28
12699	12/19/2023	[7237] BPR CONSULTING GROUP	Plan Check Fee - Laundromat @ 132 Wildwood Ave for Davina Gray	362
12700	12/19/2023	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	Blood Alcohol Analysis for November 2023	35.
12701	12/19/2023	[2356] DOWNEY BRAND LLP	Services Rendered Through November 30, 2023 - Permitting and Regulatory Issues	212
12	12/19/2023	[2385] EUREKA READYMIX	3/4 Base Class 2 PU 27.15 Tons	460

Section F, Item 6.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12703	12/19/2023	[2394] FEDEX	Shipping	101.95
12704	12/19/2023	[2405] FORTUNA ACE HARDWARE	Balast Bypass, Led Bulb, Locking Pins, Garden Sprayer, Bolts, Torch Kit Pro	327.36
12705	12/19/2023	[5052] GHD, INC	Professional Services Rendered Through 11/25/2023 - SRTS Safety Improvement & Community Outreach Project, Professional Services Rendered Through 12/16/2023	1,200.40
12706	12/19/2023	[7356] GRAINGER, INC.	Electronic Timer	209.09
12707	12/19/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Insulating Foam	9.78
12708	12/19/2023	[7692] HEALTH SPORT	MEMBERSHIP	265.77
12709	12/19/2023	[2457] HUMBOLDT COUNTY CLERK-RECORDER	Copies - Austrus Violation	3.00
12710	12/19/2023	[7475] LEAF CAPITAL FUNDING LLC	Lease of Kyocera TA 308ci Copier System	127.91
12711	12/19/2023	[6998] MAD RIVER COMMUNITY HOSPITAL	DOT Physical Exam, Urine Drug Screening	341.25
12712	12/19/2023	[5934] NORTH COAST JOURNAL, INC	Advertisement of Bid - Dog Park	360.00
12713	12/19/2023	[2569] NORTH COAST LABORATORIES, INC.	Colliform Quanti-tray, ELAP Certification fee,	150.00
12714	12/19/2023	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR JANUARY 2024	3,230.00
12715	12/19/2023	[6621] PAPE MACHINERY	Work Done on Backhoe	357.63
12716	12/19/2023	[2750] USA BLUEBOOK	Valves, Pump, Grundfos, Diameter Tape, Shutoff Tool	5,645.35
12717	12/19/2023	[2779] WILDWOOD SAW	Stihl Wood Boss x2	812.43
12718	12/19/2023	[2787] WYCKOFF'S	Adapters, Elbows, Valves, Bushings, Rake, PVC Hub, Pipe	118.14
12719	12/20/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	OPERATOR-IN-TRAINING APPLICATION FOR WASTEWATER TREATMENT PLANTS	95.00
12720	12/20/2023	[2724] STATE WATER RESOURCES CONTROL BOARD	Drinking Water State Revolving Fund, Rio Dell, City of Financing Agreement Contract# 2003CX404; Project# 1210012-002	68,000.00
12721	12/27/2023	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 12/15/2023	138.90
12722	12/27/2023	[2394] FEDEX	Postage	182.64
12723	12/27/2023	[2405] FORTUNA ACE HARDWARE	Goo Gone, Spray Varnish, Paint Brush	30.13
12724	12/27/2023	[1664] LINDA FREITAS (1)	Reimbursement for Permit #092305	240.10
12725	12/27/2023	[5052] GHD, INC	PROFESSIONAL SERVICES RENDERED THROUGH 11/25/2023	13,769.87
12726	12/27/2023	[6486] GREEN TO GOLD ENTERPRISES LLC	Garden Hoses, Hoses for Chemical Transfer, Maintenance	165
12727	12/27/2023	[2437] HACH	Level Kit	1,448
12728	12/27/2023	[2569] NORTH COAST LABORATORIES, INC.	Aqueous Sample Digestion, Dissolved Organic Carbon, ELAP Certification Fee, Haloacetic Acids, ICP-OES Metals, Organochlorine Pesticides and PCBs	530
12	12/27/2023	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserve on 12/1/23, Postage - Refill	608

Section F, Item 6.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
12730	12/27/2023	[7185] STAPLES ADVANTAGE	Return Address Single Window Self Seal #10 Envelopes, Double Window Self Seal #10 Envelopes, Cash Register Rolls, Gel Pens, Envelope Moisteners, File Organizer	441.96
12731	12/27/2023	[6373] THATCHER COMPANY, INC.	Aqua Ammonia 25% Tech 375 # Drum, Deposit	1,228.04
12732	12/27/2023	[2750] USA BLUEBOOK	Tube Assembly and Pump, pH Buffers, Sensors, pHD Standard Cell, Sulfuric Acid	3,661.03
12733	12/27/2023	[3917] VERIZON WIRELESS	Safety Phones PD & PW (& Mayor): Nov 17- Dec 16	656.66
12734	12/27/2023	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR DECEMBER 2023	391.07
12735	12/27/2023	[2787] WYCKOFF'S	Hoses	249.52
Total Checks/Deposits				236,977.48

Ref#	Date	Vendor	Description	Amount
9837272	12/01/2023	ELECTRONIC FUNDS TRANSFER	EFT: ALLIED ADMIN-DELTA DENTAL PAYMENT FOR JANUARY 2024.	-2,758.27
99897	12/04/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE ONLINE PAYMENT FOR NOVEMBER 2023.	-1,825.22
6952244	12/05/2023	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 12/01/2023	-12,096.46
2386891	12/11/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 12/01/2023	-17,230.20
648-592	12/11/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 12/01/2023	-2,969.59
9837277	12/12/2023	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR DECEMBER 2023	-22,314.44
9837283	12/14/2023	WITHDRAWAL	ANALYSIS SERVICE CHARGE FOR DECEMBER 2023.	-220.96
9837278	12/19/2023	ELECTRONIC FUNDS TRANSFER	EFT: BENEFIT BRIDGE/PUBLIC AGENCY PAYMENT FOR JANUARY 2024	-37,530.73
6919775	12/19/2023	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 12/15/2023	-12,096.46
211	12/19/2023	WITHDRAWAL	DEPOSITED ITEM RETURNED	-117.39
9837280	12/20/2023	ELECTRONIC FUNDS TRANSFER	EFT: VSP INSURANCE PAYMENT FOR JANUARY 2024	-480.50
9837284	12/20/2023	ELECTRONIC FUNDS TRANSFER	EFT: BANK OF AMERICA C.C. PAYMENTS FOR NOV. & DEC. 2023	-6,464.89
3754496	12/21/2023	ELECTRONIC FUNDS TRANSFER	EFT: WEXBANK/SHELL FUEL CO PAYMENT FOR NOV/DECE 2023.	-3,363.01
9837279	12/21/2023	ELECTRONIC FUNDS TRANSFER	EFT: DEARBORN LIFE INSURANCE PAYMENT FOR JANUARY 2024.	-457.50
3619740	12/26/2023	ELECTRONIC FUNDS TRANSFER	EFT: EFTPS PAYROLL TAXES FOR PPE 12/15/2023	-16,690.00
505-936	12/26/2023	ELECTRONIC FUNDS TRANSFER	EFT: EDD PAYROLL TAXES FOR PPE 12/15/2023	-3,030.00
Total EFT's/Bank Withdrawals				-139,600.00

Section F, Item 6.

**City of Rio Dell
Check Listing for City Council Meeting**

Ref#	Date	Vendor	Description	Amount
TRX TO PR	12/07/2023	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 12/01/2023	-47,885.66
TRX TO PR	12/21/2023	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 12/15/2023	-48,624.90
Total Transfer Between Accounts				-96,510.56

Ref#	Date	Vendor	Description	Amount
1866556	12/15/2023	WITHDRAWAL	DEBIT CARD: PURCHASE DEPOSIT BAGS FOR US BANK DAILY DEPOSITS	-34.58
9837282	12/29/2023	WITHDRAWAL	DEBIT CARD: PURCHASE POSTAGE TO MAIL U/B BILLS FOR DECEMBER 20	-518.62
Total Debit Card Withdrawals				-553.20

Section F, Item 6.



Staff Highlights – 2024-01-16

City Council

City Manager

The annual Homeless Point in Time (PIT) Count is scheduled to occur during the morning of Tuesday, January 23, 2024. If you’re interested in volunteering for the count, please contact the City Manager at 707-764-3532.

City Clerk

Processed Eighteen (18) Building Permit Applications:

- 210 A. & B. Sequoia Ave. – Foundation Repair
- 210 Sequoia Ave. – Earthquake Repairs
- 250 Willow Lane – Foundation Retrofit
- 610 Davis St. – Earthquake Repairs
- 1187 Riverside Dr. – Sewer Cleanout
- 108 Painter St. – Foundation Repair
- 135 S. Fern St. – Windows, Siding, Insulation
- 1421 Eeloa Ave. – Foundation and Misc. Earthquake Repairs
- Wildwood & Side St. – Exercise Equipment
- 600 Dinsmore Ranch Road – New Cell Tower Antennas and Radios
- 460 First Ave. – Sewer Lateral
- 161 Second Ave. – Foundation Repair
- 215 Belleview Ave. Extension of Stove Pipe
- 790 Ireland Ave. – Pellet Stove & Hearth
- 745 B. Ireland Ave. – Residential Earthquake Damage Repairs
- 180 Birch St. – Minor Earthquake Repairs
- 910 Pacific Ave. – Hardi Plank Siding
- 275 Ogle Ave. – Re-Roof Residence and Remove Existing Wood Stove

Processed One (1) Business License Application

Patmore Appraisals – Certified Residential Appraisals

Processed One (1) Encroachment Permit Application

PG&E–Replacing Overhead and Underground lines from Rio Dell Substation to NW Ave.

Misc:



Submitted Bureau of Labor Statistics Employee Data Report

Submitted CHF/CIRB Building Permit Report for November

Submitted ERMA Policy Survey

City Attorney

Human Resources, Risk & Training

Finance Department

Rio Dell Internal Control Meeting with Auditors for yearly audit work – complete initial interim audit work

Complete Press Release and Reporting for ABC Police Grant

Work with City Engineers filing Draft Environmental documentation for Eel River Trail project

Met with Clean CA reps to discuss progress on Gateway Beautification project

Work with CDAA on the List of Projects for the 2022 Earthquake – invoicing, documentation, etc.

Work with Caltrans on invoicing EO work for earthquake road damage slurry seal project

Further work on STIP Invoicing for Neighborhood Connectivity Project submitted to the State of CA

Met with CDBG reps and the County of Humboldt to establish protocol for disbursing CDBG PI funds

Public Works Water

Located meter for GHD on Monument Rd, Old Ranch Rd and Dinsmore Plateau.

Replaced Registers and ERT'S

Monthly Meter Reading for billing

Organized water parts inventory

Assist with WWTP operations

Annual inspection on Water system with SWRCB

Meetings with GHD over Water CIP project

Water Rights Reporting to SWRCB



Monthly water report to SWRCB

Monthly Drought report to SWRCB

Water filter building analyzer maintenance

Water filter building valve maintenance

Maintenance at Rio Dell Metro Wells

Operations at Rio Dell Metro Wells, in lieu of Surface water plant due to Eel River turbidity

Monthly water quality coliform and Quanti Tray testing

Public Works Wastewater

Cleared sewer plug at the northwest corner of Triangle Park on Riverside.

Jetted Riverside, 2nd & Elko, 1st & Elko, DJ's run, and both sides of Fern Lift Station

Quarterly and Monthly sampling of plant effluent.

23' Dodge Ram to Lithia Motors for Recall Inspection.

Sewer Lateral Inspection at 430 1st Avenue. Passed inspection.

SSO at Painter Street manhole. 6000 gallons spilled, 2550 recovered from spill.

Walk through Painter Street River access with C.O.R.D. P.D. as a P.S.A. of the SSO, applied more signage to the affected area.

Public Works Streets, Buildings and Grounds

Removes tree limbs from Blue Star Park and City Hall

Removed Blackberry bushes from Dixie/ Davis St

Cleaned storm drains around town for rain storm

Cleared sidewalk on Meadowbridge Ln from bamboo

Picked up soil piles from Belleview and Pacific

Mowed city lot off of Belleview Ave

Mowed City Hall, Blue Star, Memorial and Davis Park



Mowed North and South Gateway

Replaced Wood Bench at the Davis St tennis courts

Removed Bear statue from the North Gateway

Repaired Leak on Monument Rd By 1042 Monument Rd

Corp yard clean up

Shop Clean up and organization of tools and parts

Public Works City Engineer

Public Works Capital Projects

Police Department

The Department had the following statistics for the period of November 29, 2023 to January 9, 2024. The summation of Calls for Service may greater than the total as multiple officers can now be assigned to the same call for service. There may also be administrative calls for service that are not documented below.

Officer	Calls for Service	Reports	Arrests
Allen	83	13	1
Conner	34	1	0
Beauchaine	112	7	5
Landry	106	20	8
House	93	13	2
Sierra	60	9	2
Fielder	26	2	0
Clark	69	0	N/A
Totals	525	65	18
Averages	12.5 per day	10.9 per week	3.0 per week
2022 Yearly Average	14.1 per day	12.7 per week	5.7 per week
2023 Yearly Average	13.7 per day	10.9 per week	3.6 per week

Calls for Service at 355 Center Street

Type	Date	Time	Primary Unit	Case #
MEDICAL	12/10/2023	09:07:55	6S2	
FOOT	12/16/2023	12:22:31	6S2	
415DOM	12/17/2023	00:32:36	R619	
SUSC	12/17/2023	01:02:26	R619	
415M	12/22/2023	22:45:58	6S1	



VI	12/26/2023	14:49:07	6A1	
FU	12/27/2023	13:49:37	6A1	
CITIZEN	12/27/2023	20:22:23	6S1	
UNW	01/07/2024	23:51:07	6R1	
WELFARE	01/09/2024	11:18:53	6A1	

- MEDICAL – Law enforcement assist on a medical call
- FOOT – Foot patrol through the complex
- 415DOM – Family or couple argument/fight
- SUSC – Suspicious circumstances
- 415M – Loud music
- VI – Parked vehicle investigation
- FU – Follow up or generic call for service
- CITIZEN – Noncriminal citizen contact
- UNW – Unwanted person/trespasser on property
- WELFARE – Wellness or mental health check

- 6A1 – Chief Greg Allen
- 6S2 – Corporal Crystal Landry
- R619 – Officer Aimee House
- 6S1 – Sergeant John Beauchaine
- 6R1 – Officer Charlie Fielder

On November 30, 2023, the Department received a cross report from Child Welfare Services of possible sexual abuse of a child. Chief Allen spoke with the survivor and learned that her grandfather had molested her for a period of about six years. These alleged events took place in and around Rio Dell. Chief Allen conducted the investigation and the suspect was arrested on January 5, 2024 by Corporal Landry, Sergeant Beauchaine, and several deputies from the Sheriff’s Department. He was arraigned on eleven felony charges and is looking at spending the rest of his life in prison.

On December 4, 2023, Corporal Landry and Community Services Officer Clark used their investigative skills to learn the true identity of a man who had been in Rio Dell for a few days and was intimidating some of the residents, usually just by his size and appearance. He had been contacted by law enforcement several times, but had used an alias every time. The man was on Post Release Community Supervision (PRCS), a type of parole conducted by county agencies instead of the State, out of Sonoma County. He has a history of violence and gang membership. Contact was made with the Sonoma County Probation Department, who requested that the Rio Dell Police Department take him into custody. Corporal Landry, Chief Allen, and Sergeant Conner located the man in a park. He was surprised to learn that his true identity had been determined, but continued to claim, all the way to the jail, that we did not have the authority to arrest him.

On December 19th Chief Allen, Sgt Beauchaine, and Officer Sierra responded to a residence on Painter Street for a report of a motor home on the property that was fully engulfed. RDVFD responded and kept the damage contained to the motorhome. Based on the investigation to this point, it appeared this fire was intentionally set. This investigation is ongoing.



Corporal Landry led the investigation into the culprit who was tagging numerous businesses and other structures with graffiti in Rio Dell. A suspect was identified after he was contacted almost immediately after an empty grocery store had been tagged. Corporal Landry & Chief Allen conducted a probation search of his residence where the means and numerous examples of his "work" were located. As of this date, six reports have been forwarded to the District Attorney's Office requesting arrest warrants be issued. The total cost to repair the damage is approximately \$3,000. Because the majority of these reports were misdemeanors that were not committed in the officer's presence, the offender has not yet been arrested.

On December 13, 2023, Sergeant Beauchaine and Officer Sierra became involved in a pursuit when a man riding a four-wheel ATV refused to yield to the officer's lights and siren. The pursuit lasted for about two minutes, covered more than a mile through the Avenues, and reached speeds of up to 50 miles-per-hour on Wildwood. The rider was able to lose the officers long enough to abandon the bike and flee on foot without being seen. The ATV was not registered, although a woman called the station the next day and claimed the bike belonged to her. She could not provide any proof of this, only claiming that she had recently purchased it. Her boyfriend is considered a suspect in the case as he has a history of running from law enforcement.

Code Enforcement

Attached.

Community Development Department

Framing Inspection 305 Painter Street

Framing, windows Inspection 395 Cherry Lane.

Respond to Rio Dell Times Earthquake Repair inquiry.

Review Dazzi BPR Plan Check comments, discuss with the Dazzi's.

Meeting with Daryl Ridenour regarding CDBG loan, contractors.

Foundation & Framing inspection 1340 Eeloa Ave

Foundation Inspection 130 Webster Lane

Final Inspection 140 River Street

Framing, rough electrical inspection 115 Wildwood Avenue.

Final Inspection 162 Grayland Heights Drive

Foundation damage inspection 255 Ogle Avenue



Review Northwestern flower Company Design Review application, open file, prepare parking layout options, discuss with applicant, refer project.

Windows, siding inspections 300 Center. Corrections required

Foundation, floor framing inspection 140 Webster.

Follow up on Austrus complaint. Emails to the Austrus'.

Prepare Ridenour CDBG OOR NEPA documents, refer.

Prepare Saunders CDBG OOR NEPA documents, refer.

Prepare Morrison CDBG OOR NEPA documents, refer.

Revise Dog Park RFP and refer.

Prepare Triangle Park Exercise Station RFP for City Manager Review.

Prepare RHIP staff report, Ordinance, FAQ's, checklist.

Foundation enhancement inspection 306 Cherry Lane.

Foundation, framing inspection 395 Cherry Lane.

Prepare Press Release – Rental Housing Inspection Program.

Meeting with Bill Bolen regarding Notice of Violation, Building Permit and Visual Blight.

Sauers Smither Lane foundation and framing inspection. Framing corrections required.

Intergovernmental

Humboldt-Rio Dell Business Park

VEHICLE ABATEMENT

During the time period of January 1, 2023 to December 31, 2023, the Department opened 157 vehicle abatement cases where the violations consisted of inoperable, unregistered and illegally parked vehicles. During the same time period, 115 of those cases were closed for voluntary compliance received from the registered owners and 37 vehicles were towed due to non-compliance.

Since December 31, 2023, the Department has opened 5 new vehicle abatement cases. All 5 vehicles associated with these active cases are due to be towed within a week unless the vehicles are moved.

VEHICLE ABATEMENT CASES			
January 1, 2023- December 31, 2023			
Opened Cases	Closed Cases	Vehicles Towed	
157	115	37	
December 31, 2023- Present			
Opened Cases	Closed Cases	Vehicles Towed	Active Cases
5	0	0	5

CODE ENFORCEMENT

During the time period of January 1, 2023 to December 31, 2023, the Department opened a total of 69 new code enforcement cases with a variety of violations. The common violations include: solid waste, junk vehicles, excessive vegetation, abandoned appliances and animals running at large. During the same time period, 62 of those cases were closed for, the compliant not being as reported or receiving voluntary compliance by the Property Owner and/or Occupants of the Property. 7 of the new cases opened remain open due to non-compliance and/or ongoing violations. 3 abatements were completed due to receiving very little or no compliance from the Property Owners and/or Occupants.

Since December 31, 2023, the Department has opened 3 additional code enforcement cases. There are 12 cases that were opened prior to the times periods listed above due to reoccurring violations. The department currently has 21 active code enforcement cases.

CODE ENFORCEMENT CASES			
January 1, 2023- December 31, 2023			
Opened Cases	Closed Cases	Abatements Completed	
69	62	3	
December 31, 2023- Present			
Opened Cases	Closed Cases	Abatements Completed	Active Cases
3	0	0	21

ANIMAL CONTROL

During the time period of January 1, 2023 to December 31, 2023, the Department responded to 422 calls for service for animal related details. The majority of the Incidents included loose dogs, dog bite reports, injured animals, abandoned animals and animal relinquishments. During the same time period, 72 dogs, 37 cats and 2 ducks were transported to Miranda's Rescue.

ANIMAL CONTROL	
Between January 1, 2023- December 31, 2023	
Calls for Service	422
Dogs transported to Miranda's Rescue	72
Cats transported to Miranda's Rescue	37
Ducks transported to Miranda's Rescue	2



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

January 16, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approval of Resolution No. 1597-2024 Adopting the Mitigated Negative Declaration for the Eel River Trail Project (State Clearing House Number 2023110319); and Adopting the Mitigation Monitoring and Reporting Program

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution No. 1597-2024

BACKGROUND AND DISCUSSION

Andrea Hilton from GHD will be present to provide an overview and answer any questions.

The attached Resolution, if adopted, will allow for the construction of the Eel River Trail with funding from the Clean California Program. Under the California Environmental Quality Act (CEQA) the City is required to evaluate environmental impacts of the trail and circulate those impacts to the public. The materials were circulated and no comment was received. Overall the project will make a number of environmental and educational/experiential improvements, including the removal of invasive species and public information and education.

Additionally this agenda item includes the Mitigation Monitoring and Reporting Program for the project that provides some action items to further protect the environment.

Fees for the CEQA filing itself total \$2,966.75

Attachments

- Resolution
- Mitigated Negative Declaration (MND)
- Mitigation Monitoring & Reporting Program (MMRP)
- CEQA Fees

///

RESOLUTION 1597-2024**A RESOLUTION OF THE CITY OF RIO DELL ADOPTING THE MITIGATED NEGATIVE DECLARATION FOR THE EEL RIVER TRAIL PROJECT (STATE CLEARING HOUSE NUMBER 2023110319); AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM****THE CITY COUNCIL OF THE CITY OF RIO DELL FINDS:**

- A) The proposed project has three main objectives: 1) provide safe pedestrian and non-motorized vehicle travel between Edwards Drive and Davis Street; 2) promote non-motorized transit to reduce climate-related impacts, including VMT, and improve public health; and 3) increase access and opportunities for nature study.
- B) The City has evaluated potential environmental effects of the project through the preparation and circulation of an Initial Study/Mitigated Negative Declaration ("IS/MND") incorporated herein by this reference. This process included the following actions:
 - 1) The 30-day review period for the IS/MND was initiated on November 13, 2023 with the submittal of a Notice of Intent to Adopt and IS/MND to the State Clearinghouse for public review and distribution to responsible, trustee, and public agencies with jurisdiction over the resources affected by the Project. Copies of the draft documents were available for review at the Rio Dell City Hall.
 - 2) A field tour with the California Department of Fish and Wildlife (CDFW) was conducted on December 4, 2023 and CDFW staff recommendations were incorporated into the design and Habitat Mitigation Monitoring and Reporting Plan.
 - 3) No other comments on the IS/MND were received by the City before the end of the 30-day review period on December 13, 2023.
- C) All actions required to be taken by applicable law related to the preparation, circulation, and review of the IS/MND have been taken.
- D) A Mitigated Negative Declaration has been prepared consisting of the Initial Study, all recommendations received during the public review period, and a Mitigation Monitoring and Reporting Program.
- E) City Staff, after considering the public comments received, the evidence and testimony before it, recommended that the City Council adopt the Mitigated Negative Declaration, adopt the CEQA findings, adopt the Mitigation Monitoring Reporting Program, and approve the Eel River Trail Project.
- F) The City Council held a public hearing on January 16, 2024, to consider the Mitigated Negative Declaration, and the Eel River Trail Project. The City Council, after staff analysis of the same, independently reviewed and analyzed reports and declarations which became a part of the record of this decision.
- G) The City Council made its decision to adopt the Mitigated Negative Declaration for this Project in light of the record as a whole as set forth in these findings; and,

- H) The City Council, in adopting the Mitigated Negative Declaration for this Project, of which these findings are a part, did so through the exercise of their independent judgment and review after finding substantial evidence, in light of the record as a whole, to support the adoption of the Mitigated Negative Declaration; and
- I) The City Council has made its decision to adopt the Mitigated Negative Declaration in the light of all the testimony and evidence presented at or prior to the close of the noticed public hearing, including letters, reports, comments, analyses, etc., which the Board after review and comment by its staff critically reviewed, corrected, and augmented where necessary, as set forth in the record and procedural findings on this Project.

THE CITY COUNCIL OF THE CITY OF RIO DELL:

1. CITY COUNCIL INDEPENDENT JUDGMENT AND REVIEW. The City Council hereby adopts the Mitigated Negative Declaration presented to the City Council, which reviewed and considered the information contained in said Mitigated Negative Declaration prior to deciding whether to approve the proposed Project. The Mitigated Negative Declaration has been thoroughly reviewed and analyzed by the City’s Staff and the City Council. The draft documents circulated for public review reflect the City’s own independent judgment and the Mitigated Negative Declaration as certified by this Resolution also reflects the independent judgment of the City Council.
2. MITIGATION MONITORING AND REPORTING PROGRAM ADOPTED. The City Council hereby adopts the Mitigation Monitoring and Reporting Program set forth in the Mitigated Negative Declaration and attached hereto as Attachment A and incorporated herein by this reference, as the mitigation monitoring and reporting program for the Eel River Trail Project. The City Council finds that the Mitigation Monitoring and Reporting Program has been prepared in accordance with CEQA and the CEQA Guidelines, and directs the General Manager to oversee the implementation of the program.
3. FILING OF NOTICE OF DETERMINATION. The City Council hereby directs the Community Development Director to file a Notice of Determination within five (5) working days after approval of the Project.
4. AVAILABILITY OF PROJECT APPROVALS. The City Manager shall make the project plans and other related materials that constitute the record of the proceedings upon which its decision is based available at City Hall, 675 Wildwood Avenue, Rio Dell, California, and in other locations the City Manager deems appropriate to facilitate public access to these documents.

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the City Council of the City of Rio Dell on January 16, 2024 by the following polled vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Debra Garnes, Mayor

Attest:

Karen Dunham, City Clerk



Eel River Trail Project

Final Initial Study / Mitigated Negative Declaration

SCH No. 2023110319

City of Rio Dell

December 27, 2023



Final Initial Study / Mitigated Negative Declaration Eel River Trail Project SCH No. 2023110319

Prepared for:



City of Rio Dell

675 Wildwood Avenue
Rio Dell, California 95562 USA

Prepared by:



GHD
718 Third Street
Eureka, CA 95501

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Contents

1.	Purpose of the Final IS/MND	1
3.	Comments and Responses	1
4.	Errata	2
5.	Report Preparers.....	2
5.1	City of Eureka.....	2
5.2	GHD.....	2

1. Purpose of the Final IS/MND

This Final Initial Study/Mitigated Negative Declaration (IS/MND) for the Eel River Trail Project consists of the Public Circulation IS/MND, comments received during public circulation, City of Rio Dell (City; Lead Agency) responses to comments, and minor revisions to the IS/MND via errata. The Public Circulation IS/MND identified the likely environmental consequences associated with the Project and recommended mitigation measures to reduce potentially significant impacts.

2. Environmental Review Process

The City, serving as the California Environmental Quality Act (CEQA) Lead Agency, prepared an IS/MND for the Eel River Trail Project (hereafter referred to as the Project). The IS/MND was circulated for 30 days between November 13, 2023 and December 13, 2023 to allow agencies and the public the opportunity to review and comment on the document. The IS/MND was submitted to the State Clearinghouse for review by state agencies and to agencies with jurisdiction by law over resources affected by the Project.

In accordance with the requirements of CEQA, the City provided a Notice of Intent to Adopt a Mitigated Negative Declaration to the public, responsible agencies, trustee agencies, Humboldt County Clerk, and the State Clearinghouse. The Notice of Intent to Adopt was filed with the Humboldt County Clerk Recorder on November 13, 2023. Pursuant to CEQA Guidelines Section 15072 (b) (1), the Notice of Intent was published in the *North Coast Journal* on November 23, 2023. The City made a hardcopy available for public review at Rio Dell City Hall at 675 Wildwood Avenue, Rio Dell, California.

As detailed in the Notice of Intent to Adopt, the Rio Dell City Council will hold a hybrid virtual and in-person meeting in City of Rio Dell Council Chambers on Tuesday, January 16th at 6:00 p.m. to consider adoption of the IS/MND and approval of the Project. Noticing and review periods required by CEQA have been satisfied. The IS/MND was completed under the direction and supervision of the City with support from their consultant team and reflects the City's independent judgement and analysis of the potential environmental effects of the Project.

The contact person for the City is:

Kyle Knopp, City Manager
City of Rio Dell
675 Wildwood Avenue, Rio Dell, CA
Phone: (707) 764-3532
Email: knoppk@cityofriodell.ca.gov

3. Comments and Responses

During the public comment period for the IS/MND, no written comments were received. On December 4, 2023, City representatives attended a field tour with the California Department of Fish and Wildlife (CDFW)

to review the project. During the field tour, CDFW requested incorporation of wildlife proof trash cans at trail heads. The request will be considered as the design progresses. CDFW also requested incorporation of additional invasive species removal into the Project's Habitat Mitigation Monitoring and Reporting Plan (HMMP), specifically English ivy and French broom. The HMMP was updated as requested and resubmitted to CDFW.

4. Errata

The purpose of errata is to document revisions to the IS/MND that are intended to clarify Project details since it was submitted to the Office of Planning and Research State Clearinghouse. There is no errata included in this Final IS/MND.

5. Report Preparers

5.1 City of Rio Dell

Kyle Knopp, City Manager

5.2 GHD

Andrea Hilton, Senior Environmental Planner

Mitigation Monitoring and Reporting Program

City of Rio Dell – Eel River Trail Project

SCH No. 2023110319

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
<p>Air Quality</p> <p>MM AQ-1: Measures to Reduce Air Pollution</p> <p>The contractor shall implement the following BMPs during construction:</p> <ul style="list-style-type: none"> - All exposed surfaces (e.g., parking areas, staging areas, soil piles, active graded areas, excavations, and unpaved access roads) shall be watered in areas of active construction as necessary. - All haul trucks transporting soil, sand, or other loose material off-site shall be covered. - All vehicle speeds on unpaved roads shall be limited to 15 mph, unless the unpaved road surface has been treated for dust suppression with water, rock, wood chip mulch, or other dust prevention measures. - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes. Clear signage noting idling time requirements shall be provided for construction workers at all access points. - All construction equipment shall be maintained and properly tuned in accordance with the manufacturer's specifications. - A publicly visible sign shall be posted with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours of the complaint. The NCUAQMD's phone number shall also be visible to ensure compliance with applicable regulations. 	<p>City and City's contractor</p>	<p>Reporting actions – Verify requirements are included in final plans and specifications</p> <p>Schedule – During construction, check jobsite compliance routinely</p>	
<p>Biological Resources</p>			
<p>MM BIO-1: Avoidance and Minimization Measures to Protect Special Status Bats</p> <ul style="list-style-type: none"> - Remove confirmed or presumed-occupied bat roost habitat only during seasonal periods of bat activity (when bats are volant, i.e., able to leave roosts) 	<p>City and contractor</p>	<p>Reporting actions – Verify that phased removal measures are in final specifications; verify completion of surveys</p>	

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
<ul style="list-style-type: none"> - between March 1 and April 15 or September 1 and October 15, when evening temps rise above approximately 45 degrees F, and when no rainfall greater than ½ inches has occurred in the last 24 hours. - If trees or structures cannot be removed during the volant period, i.e., Project activities occur during the bat maternity season which generally occurs April 16 through August 31, a qualified biologist shall conduct surveys within suitable habitat for special status bats. Survey methodology shall include visual examination with binoculars and may optionally utilize ultrasonic detectors or fecal collection for genetic testing to determine if special status bat species utilize the vicinity. - Surveys shall be conducted by a qualified biologist within seven days prior to construction in any areas where potential maternity roosts may be disturbed/removed. The preconstruction surveys for bats should occur within identified suitable areas at dusk and/or dawn. - Surveys shall include a visual inspection of the impact area and any large trees/snags with cavities or loose bark or crevices within infrastructure. If the presence of a maternity roost is confirmed, an appropriate buffer distance would be established in consultation with the CDFW to ensure that construction noise would remain below disturbance thresholds for bats. If no bat utilization or roosts are found, then no further study or action is required. If bats are found to utilize the BSA, or presence is assumed, a bat specialist should be engaged to advise the best method to prevent impact. - No work shall occur at night. 		<p>Schedule – Pre-construction and during construction</p>	
<p>MM BIO-2: Avoidance and Minimization Measures to Protect Special Status, Migratory and Nesting Birds</p> <ul style="list-style-type: none"> - Ground disturbance and vegetation clearing shall be conducted, where feasible, during the fall and/or winter months and outside of the avian nesting season (which is generally assumed to occur between March 15 – August 15) to avoid any direct effects to special-status and protected birds. Ground disturbance and vegetation clearing that cannot be confined to the fall and/or winter outside of the nesting season, shall require that a qualified biologist conduct pre-construction surveys within the vicinity of the BSA, to check for nesting activity of native birds and to evaluate the site for presence of raptors and special status bird species. The biologist shall conduct at minimum a one-day pre-construction survey within the seven-day period prior to vegetation removal and ground-disturbing activities. If ground disturbance and vegetation removal work lapses for seven days or longer during the nesting season, a qualified biologist 	<p>City, City's biologist, and contractor</p>	<p>Reporting actions – Verify that protection measures are in final specifications; verify completion and documentation of surveys, if necessary Schedule – Pre-construction and during construction</p>	

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
<ul style="list-style-type: none"> - shall conduct a supplemental avian pre-construction survey before Project work is reinitiated. - To account for the potential for the Bank Swallow to occur within the BSA, the qualified biologist shall additionally and specifically search for Bank Swallow nests within the BSA during the pre-construction survey. The survey shall also include raptor scans due to the potential for the Bald Eagle and other special status raptors to occur. - If active special-status species nests are detected within the construction footprint, or within 500 feet of construction activities, the biologist shall flag a buffer around each nest. Construction activities shall avoid nest sites until the biologist determines that the young have fledged, or nesting activity has ceased. If nests are documented outside of the construction (disturbance) footprint, but within 500 feet of the construction area, buffers shall be implemented as needed. In general, the buffer size for non-special-status species will be determined on a case-by-case basis in consultation with the CDFW and, if applicable, with USFWS. Buffer sizes shall take into account factors such as (1) noise and human disturbance levels at the construction site at the time of the survey and the noise and disturbance expected during the construction activity; (2) distance and amount of vegetation or other screening between the construction site and the nest; and (3) sensitivity of individual nesting species and behaviors of the nesting birds. - If active nests are detected during the survey, the qualified biologist shall monitor all nests at least once per week to determine whether birds are being disturbed. Activities that might, in the opinion of the qualified biologist, disturb nesting activities (e.g., excessive noise), shall be prohibited within the buffer zone until such a determination is made. If signs of disturbance or distress are observed, the qualified biologist shall immediately implement adaptive measures to reduce disturbance. These measures may include, but are not limited to, increasing buffer size, halting disruptive construction activities in the vicinity of the nest until fledging is confirmed or nesting activity has ceased, placement of visual screens or sound dampening structures between the nest and construction activity, reducing speed limits, replacing and updating noisy equipment, queuing trucks to distribute idling noise, locating vehicle access points and loading and shipping facilities away from noise-sensitive receptors, reducing the number of noisy construction activities occurring simultaneously, and/or reorienting and/or relocating construction equipment to minimize noise at noise sensitive receptors. 			

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
<p>MM BIO-3: Avoidance and Minimization Measures to Protect Northern Spotted Owl</p> <ul style="list-style-type: none"> - Any above-ambient background noise producing work using heavy equipment, trucks or chainsaws shall occur only during daytime hours between sunrise to sunset during the NSO Coast Redwood Region breeding season (February 1 – July 31). - No work shall occur during the night. 	<p>City, City's biologist, and contractor</p>	<p>Reporting actions – Verify that protection measures are in final specifications; verify completion and documentation of surveys, if necessary Schedule – Pre-construction and during construction</p>	
<p>MM BIO-4: Protect Special Status Amphibian and Reptiles Species</p> <ul style="list-style-type: none"> - All on-site personnel shall attend a Worker Environmental Awareness Training (WEAT) conducted by a qualified biologist that includes a discussion about the legal protection of protected resources and avoidance and minimization measures to be implemented during Project activities. - A pre-construction survey for Northern Red-legged Frog, Foothill Yellow-legged Frog, and Western Pond Turtle shall occur within seven days of Project-related ground disturbance within areas of suitable habitat within the BSA. The biologist shall relocate any individuals that occur within this area to nearby suitable habitat outside of the Project work zone. - If special status amphibian or reptile species are observed during pre-construction surveys, or the biologist assumes presence based on habitat conditions, a biological monitor shall be present for all work activities occurring within suitable habitat that may impact these species. If these species are encountered during construction, activities in the vicinity shall cease until appropriate corrective measures have been implemented or it has been determined by the biologist that the species will not be harmed. The biologist may employ stop work authority until the individual (s) have left the vicinity, or may relocate individuals to an appropriate habitat adjacent to the work area. Any special status individuals that are trapped, injured, or killed, shall be reported immediately to CDFW. - In the event that a Northern Red-legged Frog is observed in an active construction zone, the contractor shall halt construction activities in the area and contact the biological monitor. If the frog moves out of the construction zone on its own before the biological monitor relocates it, the biological monitor may authorize work to continue. 	<p>City, City's biologist, and contractor</p>	<p>Reporting actions – Verify that protection measures are in final specifications; verify completion and documentation of surveys, if necessary</p>	
<p>MM BIO-5: Avoidance and Minimization Measures to Protect Special Status Bees</p> <ul style="list-style-type: none"> - Vegetation shall be cleared if feasible during late fall to early spring months (October to April) to avoid peak flight season, minimize impacts to floral 	<p>City, City's biologist, and contractor</p>	<p>Reporting actions – Verify that protection measures are in final specifications; verify completion and documentation of surveys, if necessary</p>	

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
<p>resources, and reduce the potential for floral resources to draw bumble bees into the Project Area.</p> <ul style="list-style-type: none"> - If feasible, ground-disturbing activities in areas with suitable Obscure Bumble Bee habitat shall be completed prior to May. - If ground-disturbing activities in areas with suitable habitat for the Obscure Bumble Bee occur after May 1, a qualified biologist shall scout the area for Western Bumble Bee immediately prior to the initial ground disturbance, with particular attention to floral resources and nest sites. The qualified biologist shall use non-capture photography surveys. If feasible, based on the Rusty Patched Bumble Bee survey guidelines, species will not be physically handled. - CDFW will be immediately notified of any Obscure Bumble Bee sightings by the qualified biologist. If a colony is identified, disturbance near the colony shall pause until suitable avoidance measures can be determined in coordination with CDFW. If an individual is identified, work shall pause until the individual leaves the area of disturbance. - If possible, the Project shall not use pesticides. If necessary, the application shall be direct and as local as possible to reduce drifting. The pesticide shall ideally be applied when plants are not in bloom, in winter or fall, and/or at dusk or night when bees are not flying. 		<p>Schedule – Pre-construction and during construction</p>	
<p>MM BIO-6: Compensate for Loss of SNCs and Riparian Vegetation</p> <p>Construction within mapped Sensitive Natural Communities and riparian vegetation shall be avoided to the greatest extent practicable. If impacts are unavoidable, mitigation will occur at a minimum ratio of 1:1. A Mitigation and Monitoring Plan shall be prepared in coordination with State resource agencies. Onsite locations for mitigation shall be prioritized. If suitable locations for onsite mitigation are not sufficiently available, offsite mitigation shall occur.</p> <p>The Plan shall be acceptable to State agencies with jurisdiction and include the following elements: proposed mitigation ratios; description and size of the restoration or compensatory area; site preparation and design; plant species; planting design and techniques; maintenance activities; plant storage; irrigation requirements; success criteria; monitoring schedule; and remedial measures. The ratio and conditions of mitigation will be negotiated in consultation with the City and State resource agencies with jurisdiction over sensitive natural communities. The Plan shall be implemented by the City.</p>	<p>City, City's biologist, and contractor</p>	<p>Reporting actions – Verify that protection measures are in final specifications; verify completion and documentation of surveys, if necessary</p> <p>Schedule – Pre-construction and during construction</p>	

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
<p>MM BIO-7: Avoidance and Minimization Measures to Protect Streamside Management Areas</p> <p>Per City Code 17.30.080 (4), mitigation measures for development within Streamside Management Areas shall, at a minimum, include:</p> <ul style="list-style-type: none"> - Retaining snags unless felling is required by CAL-OSHA, or by California Department of Forestry (CALFIRE) forest and fire protection regulations, or for public health and safety reasons, approved by the appropriate agency. Felled snags shall be left on the ground if consistent with fire protection regulations as long as they have no economic value. - Retain live trees with visible evidence of use as nesting sites by hawks, owls, eagles, osprey, herons, or egrets. - Replanting of disturbed areas with riparian vegetation (including such species as alders, cottonwoods, willows, Sitka spruce, etc.) shall not be required unless natural regeneration does not occur within two years of the completion of the development project. - Erosion control measures for development within Streamside Management Areas shall include the following: <ul style="list-style-type: none"> o During construction, land clearing and vegetation removal shall be minimized. o Construction sites shall be mulched with natural or chemical stabilizers to aid in erosion control and insure re-vegetation. o Long slopes shall be minimized to increase infiltration and reduce water velocities down cut slopes by such techniques as soil roughing, serrated cuts, selective grading, shaping, benching, and berm construction. o Concentrated runoff shall be controlled by the construction and continued maintenance of culverts, conduits, non-erodible channels, diversion dikes, interceptor ditches, slope drains or appropriate mechanisms. Concentrated runoff will be carried to the nearest drainage course. Energy dissipaters may be installed to prevent erosion at the point of discharge where discharge is to natural ground or channels. o Runoff shall be controlled to prevent erosion by on-site or off-site methods. On-site methods include, but are not limited to, the use of infiltration basins, percolation pits, or trenches. On-site methods are not suitable where high groundwater or slope stability problems would inhibit or be aggravated by on-site retention or where retention will provide no benefits for groundwater recharge or erosion control. 	<p>City, City's biologist, and contractor</p>	<p>Reporting actions – Verify that protection measures are in final specifications; verify completion and documentation Schedule – Pre-construction and during construction</p>	

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
Cultural Resources			
<p>MM CR-1 Inadvertent Discovery of Archaeological Material</p> <p>A pre-construction meeting shall be held with field contractors, where the protocols for inadvertent discovery (described below) would be communicated. The following provides means of responding to the circumstance of a significant discovery implementation of the proposed undertaking. If cultural materials for example: chipped or ground stone, historic debris, building foundations, or bone are discovered during ground-disturbance activities, work shall be stopped within 50 feet of the discovery, per the requirements of CEQA (Revised Guidelines, Title 14 CCR 15064.5 (f)). Work near the archaeological finds shall not resume until a professional archaeologist, who meets the Secretary of the Interior's Standards and Guidelines, has evaluated the materials, and offered recommendations for further action. Tribal representatives shall be notified.</p>	<p>City, City's archaeologist, and contractor, Tribal Cultural Resource Monitor</p>	<p>Reporting actions – Verify inclusion of inadvertent discovery requirements in final plans and specifications; verify completion of DPR 523 forms, if necessary; verify completion of noticing as detailed in MM CR-1 upon inadvertent discovery and development of treatment plan as necessary</p> <p>Schedule – Pre-construction and during construction</p>	
<p>MM CR-2: Inadvertent Discovery of Human Remains</p> <ul style="list-style-type: none"> - All work shall stop and per CA Health and Safety Code Section 7050.5: - Call the Humboldt County Coroner: (707) 445-7242. - The Coroner will determine if the remains are of prehistoric/historic Native American origin. If the remains are Native American, then: <ul style="list-style-type: none"> - The Humboldt County Coroner will contact the Native American Heritage Commission within 24 hours. - The NAHC is responsible under CA PRC 5097.98. (a) for identifying the most likely descendant (MLD) immediately and providing contact information. Within 48 hours the MLD may contact the landowner, and with landowner permission inspect the location, making subsequent recommendations regarding the most appropriate disposition of their descendant. 	<p>City, City's archaeologist, and contractor.</p>	<p>Reporting actions – Verify inclusion of inadvertent discovery requirements in final plans and specifications</p> <p>Schedule –During construction</p>	
Geology and Soils			
<p>MM GEO-1: Inadvertent Discovery of Paleontological Resources</p> <p>In the event that fossils are encountered during construction (i.e., bones, teeth, or unusually abundant and well-preserved invertebrates or plants), construction activities shall be diverted away from the discovery within 50 feet of the find, and a professional paleontologist shall be notified to document the discovery as needed, to evaluate the potential resource, and to assess the nature and importance of the find. Based on the scientific value or uniqueness of the find, the paleontologist may record the find and allow work to continue or recommend salvage and recovery of the material if it is determined that the find cannot be avoided. The paleontologist shall</p>	<p>City and City's contractor</p>	<p>Reporting actions – Verify inclusion of inadvertent discovery requirements in final plans and specifications</p> <p>Schedule –During construction</p>	

Mitigation Measures (MM)	Implementing Responsibility	Monitoring/Reporting Action & Schedule	Verification (Initials/Date)
make recommendations for any necessary treatment that is consistent with currently accepted scientific practices. Any fossils collected from the area shall then be deposited in an accredited and permanent scientific institution where they shall be properly curated and preserved			

County of Humboldt
Office of the County Clerk-Recorder



825 5th Street, 5th Floor, Eureka Ca 95501
(707)445-7593 or Toll Free (888)486-2732

2024 CEQA DOCUMENT DECLARATION

ENVIRONMENTAL FILING FEE RECEIPT

PLEASE COMPLETE THE FOLLOWING:

- 1. LEAD AGENCY: City of Rio Dell
- 2. PROJECT TITLE: Eel River Trail Project
- 3. APPLICANT NAME: City of Rio Dell PHONE: 707-764-3532
- 4. APPLICANT EMAIL: : kknopp@riodelcity.com
- 5. APPLICANT ADDRESS: 675 Wildwood Avenue, Rio Dell, CA 95562
- 6. PROJECT APPLICANT IS A: Local Public Agency School District Other Special District State Agency Private Entity
- 7. NOTICE TO BE POSTED FOR 30 DAYS.

7. CLASSIFICATION OF ENVIRONMENTAL DOCUMENT

a. PROJECTS THAT ARE SUBJECT TO DFG FEES

<input type="checkbox"/> 1. ENVIRONMENTAL IMPACT REPORT (PUBLIC RESOURCES CODE §21152)	\$ 4,051.25	\$ <u>0.00</u>
<input checked="" type="checkbox"/> 2. NEGATIVE DECLARATION (PUBLIC RESOURCES CODE §21080(C))	\$ 2,916.75	\$ <u>2,916.75</u>
<input type="checkbox"/> 3. APPLICATION FEE WATER DIVERSION (STATE WATER RESOURCES CONTROL BOARD ONLY)	\$ 850.00	\$ <u>0.00</u>
<input type="checkbox"/> 4. PROJECTS SUBJECT TO CERTIFIED REGULATORY PROGRAMS	\$ 1,377.25	\$ <u>0.00</u>
<input checked="" type="checkbox"/> 5. COUNTY ADMINISTRATIVE FEE (REQUIRED FOR a-1 THROUGH a-4 ABOVE) Fish & Game Code §711.4(e)	\$ 50.00	\$ <u>50.00</u>

b. PROJECTS THAT ARE EXEMPT FROM DFG FEES

<input type="checkbox"/> 1. NOTICE OF EXEMPTION (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)	\$ 50.00	\$ <u>0.00</u>
<input type="checkbox"/> 2. A COMPLETED "CEQA FILING FEE NO EFFECT DETERMINATION FORM" FROM THE DEPARTMENT OF FISH & GAME, DOCUMENTING THE DFG'S DETERMINATION THAT THE PROJECT WILL HAVE NO EFFECT ON FISH, WILDLIFE AND HABITAT, OR AN OFFICIAL, DATED RECEIPT / PROOF OF PAYMENT SHOWING PREVIOUS PAYMENT OF THE DFG FILING FEE FOR THE *SAME PROJECT IS ATTACHED (\$50.00 COUNTY ADMINISTRATIVE FEE REQUIRED)		
DOCUMENT TYPE: <input type="checkbox"/> ENVIRONMENTAL IMPACT REPORT <input type="checkbox"/> NEGATIVE DECLARATION	\$ 50.00	\$ <u>0.00</u>

c. NOTICES THAT ARE NOT SUBJECT TO DFG FEES OR COUNTY ADMINISTRATIVE FEES

<input type="checkbox"/> NOTICE OF PREPARATION <input type="checkbox"/> NOTICE OF INTENT	NO FEE	\$ <u>NO FEE</u>
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8. OTHER: _____ FEE (IF APPLICABLE): \$ _____

9. TOTAL RECEIVED..... \$ 2,966.75

*NOTE: "**SAME PROJECT**" MEANS **NO** CHANGES. IF THE DOCUMENT SUBMITTED IS NOT THE SAME (OTHER THAN DATES), A "NO EFFECT DETERMINATION" LETTER FROM THE DEPARTMENT OF FISH AND GAME FOR THE **SUBSEQUENT** FILING OR THE APPROPRIATE FEES ARE REQUIRED.

THIS FORM MUST BE COMPLETED AND ATTACHED TO THE FRONT OF ALL CEQA DOCUMENTS LISTED ABOVE (INCLUDING COPIES) SUBMITTED FOR FILING. WE WILL NEED AN ORIGINAL (WET SIGNATURE) AND (1) COPY. IF THERE ARE ATTACHMENTS, PLEASE PROVIDE ONE SET OF ATTACHMENTS FOR SUBMISSION.

CHECKS FOR ALL FEES SHOULD BE MADE PAYABLE TO: Humboldt County Clerk Recorder

PLEASE NOTE: FEES ARE ANNUALLY ADJUSTED (Fish & Game Code §711.4(b)); PLEASE CHECK WITH THIS OFFICE AND THE DEPARTMENT OF FISH AND GAME FOR THE LATEST FEE INFORMATION.

"... NO PROJECT SHALL BE OPERATIVE, VESTED, OR FINAL, NOR SHALL LOCAL GOVERNMENT PERMITS FOR THE PROJECT BE VALID, UNTIL THE FILING FEES REQUIRED PURSUANT TO THIS SECTION ARE PAID." Fish & Game Code §711.4(c)(3)

(Fees Effective 01-01-2024)

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



For the Meeting of January 16, 2024
 Consent Item; Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: January 4, 2024

Subject: Rental Housing Inspection Program

Recommendation:

That the City Council:

1. Consider the second reading of Ordinance No. 401-2024 establishing Rental Housing Inspection regulations in Title 8 as Chapter 8.40 of the Rio Dell Municipal Code; and
2. Receive comments from the public; and
3. If the Council desires, approve and adopt Ordinance No. 401-2023 establishing Rental Housing Inspection regulations in Title 8 as Chapter 8.40 of the Rio Dell Municipal Code.

Discussion:

At your meeting of January 2, 2024 staff presented the draft Ordinance establishing Rental Housing Inspection regulations in Title 8 as Chapter 8.40 of the Rio Dell Municipal Code. The Ordinance was in response to comments received from the CAL-OES inspectors who were here as a result of the Ferndale earthquakes. Again, CAL-OES inspectors who were here in January conducting earthquake-related inspections informed the City that they inspected a fairly significant number of substandard dwelling units. Habitat for Humanity also expressed concerns regarding the substandard units within the City.

When discussed with the Nuisance Committee, which includes Councilmembers Carter and Woodall and Planning Commission member Knight, the Committee recommended that the City reconsider establishing a Rental Housing Inspection Program. Again, this discussion occurred about the same time the City of Arcata was establishing its rental housing inspection program.

As reported at the January 2nd meeting, the Planning Commission considered and discussed the RHIP at their November 28th meeting and unanimously, as does the Nuisance Committee recommends that your Council adopt the RHIP.

Staff, the Nuisance Committee, and the Planning Commission all believe that the adoption and implementation of the Rental Housing Inspection Program will benefit the tenants, landlords, surrounding properties, and the City overall.

Attachment 1: Rental Housing Inspection Ordinance, Ordinance No. 401-2024.

ORDINANCE NO. 401-2024



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL
ESTABLISHING RENTAL HOUSING INSPECTION REGULATIONS IN TITLE 8 AS CHAPTER
8.40 OF THE RIO DELL MUNICIPAL CODE**

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

WHEREAS from time to time the City receives complaints from tenants regarding the condition of their rental and landlord's or property managers unwillingness to correct the issues; and

WHEREAS City Council members also hear complaints from the community regarding substandard living units and properties; and

WHEREAS in addition, CAL-OES inspectors who were here in January conducting earthquake-related inspections informed the City that they inspected a fairly significant number of substandard dwelling units; and

WHEREAS many tenants will not report substandard conditions because of the fear of losing their housing; and

WHEREAS when discussed with the Nuisance Committee, the Committee recommended that the City reconsider establishing a Rental Housing Inspection Program; and

WHEREAS the Planning Commission reviewed and discussed the proposed Rental Housing Inspection regulations at their meeting on November 28, 2023; and

WHEREAS after a lengthy discussion, the Planning Commission unanimously recommends that the City Council adopt the draft Rental Housing Inspection regulations.

WHEREAS this ordinance is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15321, 15301, and 15309 (Apartment Association of Greater Los Angeles v. City of Los Angeles (2001) 90 Cal.App.4th 1162) of the CEQA Guidelines.

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

Section 1.

**Residential Rental Housing Inspection Regulations
Title 8**

Article I

Short Title, Purpose, Findings, Scope and Definitions

- 8.40.010 Adoption.
- 8.40.020 Short title.
- 8.40.030 Purpose.
- 8.40.040 Findings
- 8.40.050 Scope
- 8.40.060 Definitions

Article II

Residential Rental Inspection Program Registration and Inspections

- 8.40.070 Registration
- 8.40.080 Residential Rental Inspection Program Initial Phase
- 8.40.090 Rental housing code compliance fee requirement.
- 8.40.100 Payment of a rental housing code compliance fee and provision of contact information as a condition to rental.
- 8.40.110 Property inspections and inspection reports
- 8.40.120 Problem properties.
- 8.40.130 Properties exempt from inspection.
- 8.40.140 Tenant rights and responsibilities.

Article III.

Violations, Authority, Abatement Process and Penalties

- 8.40.140 Violations.
- 8.40.150 Authority.
- 8.40.160 Administration.
- 8.40.170 Authority to Enter and Inspect.

- 8.40.180 Summary abatement.
- 8.40.190 Administrative abatement.
- 8.40.200 Delivery of Notices.
- 8.40.210 Appeal, Public hearing.
- 8.40.220 Form and Contents of Decision; Finality of Decision.
- 8.40.230 Failure to Appeal.
- 8.40.240 Costs on Appeal.
- 8.40.250 Penalties.
- 8.40.260 Cost Recovery.
- 8.40.270 Lien.

Article IV
Rental Housing Inspection Compliance Fees

- 8.40.280 Rental inspection program annual registration fee requirement.
- 8.40.290 Payment of a rental inspection annual registration fee and provision of contact information as a condition to rental.
- 8.40.300 Rental housing code annual registration fee due date.
- 8.40.310 Billing procedure.
- 8.40.320 Determination of rental housing annual registration fees.
- 8.40.330 Inspection fee
- 8.40.340 Reinspection fee
- 8.40.350 Building Permit Fee
- 8.40.360 Hourly burdened rate.
- 8.40.370 Appeal fee.
- 8.40.380 Late fee.
- 8.40.390 Notice fee.

Title 8
RESIDENTIAL RENTAL INSPECTION PROGRAM
Chapter 8.40

Article I
Short Title, Purpose, Findings, Scope and Definitions

Sections:

- 8.40.010 Adoption.
- 8.40.020 Short title.
- 8.40.030 Purpose.
- 8.40.040 Findings.
- 8.40.050 Scope.
- 8.40.060 Definitions.

8.40.010 Adoption.

(1) There is hereby adopted a Rental Housing Inspection ordinance for the City of Rio Dell, State of California, as provided pursuant to the provisions of State of California State Housing Law, Division 13, Part 1.5 of the State of California Health and Safety Code, Division 13, Housing, and the Health and Safety Code itself, all as amended from time to time by the Legislature of the State of California.

(2) This chapter incorporates by reference the State Housing Law and the Health and Safety Code, including administrative and enforcement mechanisms of Health and Safety Code Chapters 5 and 6 of Division 13, Part 1.5, as amended from time to time by the Legislature.

(3) These State of California Laws and Codes preempt other provisions of this chapter in the event of differing or conflicting provisions. This chapter makes no local changes to the State Housing Law or State Housing Code due to local climatic, geographical or topographical conditions under Health and Safety Code Section 17958.5. Accordingly, no local legislative findings or filings are required under Health and Safety Code Section 17958.7

(4) The provisions of this title shall apply to all lands and all owners of lands within all the incorporated area of the City of Rio Dell.

8.40.020 Short title.

This title shall be known and cited as the “Residential Rental Housing Program.” In any administrative action taken by any public official under the authority set forth in this title the use of the term “housing ordinance,” unless further modified, shall also refer to and mean this title.

8.40.030 Purpose.

(1) This title is adopted to promote and protect the public, health, safety, morals, comfort, convenience and general welfare and to ensure social and economic stability within the City of Rio Dell. Substandard housing has caused health risks to its occupants and those who reside in the surrounding neighborhood. Additionally, substandard housing has significantly contributed to neighborhood blight. As a result, substandard housing is a nuisance that threatens the public health, safety, and welfare of the citizens and community of Rio Dell.

(2) To eliminate this nuisance it is imperative to establish enforceable minimum standards for residential buildings. The purpose of this chapter is to establish such standards for maintaining all residential buildings within the City of Rio Dell and thereby safeguard life, limb, health, property, safety, and welfare of the public.

(3) The City is under a state mandate to have a program to enforce the provisions of the State Housing Law. Unsafe and substandard housing is a community blight often associated with unlawful activity. While the cost of enforcement is significant, the result of failing to abate substandard housing has more adverse and far reaching consequences such as loss of housing and displaced individuals.

(4) Complaint initiated enforcement actions are sufficient to provide the essential level of abatement of substandard housing conditions needed by this community. An increased level of service which includes routine inspections of rental housing units has been determined to be necessary to eliminate substandard housing in the City.

(5) Having determined the appropriate level of service to be provided by a housing code enforcement program, it is also determined that those persons who violate the State Housing Law should bear the greatest practical share of the costs of operating such a program through enforcement fees and penalties. However, the establishment of such a program requires revenue to fund its implementation costs and to fund the difference between the ongoing costs of such a program and the revenue collected from violators through enforcement fees and penalties. The source of this revenue must be reliable if such a program is to achieve its objectives. Collection of enforcement fees and penalties is inherently unreliable as a funding source, and therefore cannot be relied upon either to establish the initial operating revenue for such a program or to fully support its ongoing operational costs.

(6) It is therefore necessary to levy a Residential Rental Housing Program Fee for the purpose of generating the revenue required to fund the implementation and ongoing operating costs of such a program. The Residential Rental Housing Program Fee may be adjusted annually, as necessary, for the purpose of ensuring adequate funding for the program. The Residential Rental Housing Program Compliance Fee is a supplemental funding source for this program, intended to make up for any actual or forecast deficiencies in total program costs not generated from the collection of business license fees, enforcement fees and penalties from violators.

8.40.040 Findings.

The Rio Dell City Council finds as follows:

- (1) It is imperative to establish enforceable minimum standards for residential buildings and to provide a program for enforcing these standards which is self-supporting.
- (2) Complaint-initiated enforcement actions are sufficient to provide the essential level of abatement of substandard housing conditions needed by this community.
- (3) Violators of the State Housing Law must bear the largest feasible share of the cost of housing code enforcement.
- (4) Rental property owners derive a substantial benefit from a housing Code enforcement program and should therefore contribute to a portion of program costs.
- (5) Residents of rental property also benefit from a housing Code enforcement program and should therefore contribute to program costs indirectly through the cost of renting such housing.
- (6) It is necessary to establish an operating fund, which is separate from the City's general fund, for the purpose of implementing a housing code enforcement program and operating it on an ongoing basis. It is necessary that this source of funds be predictable and reliable for the efficient and continued operation of such a program. The imposition of a Rental Housing Code Compliance Fee is an appropriate means to accomplish this purpose.
- (7) It is recognized that the majority of rental housing property owners comply with the State Housing Law and applicable City ordinances, and that only a relatively small percentage violate these laws. And while it is the intent of this chapter that this group of violators should pay for as much of the cost of a housing Code enforcement program as is practical and feasible, it is also recognized that the collection of enforcement fees and penalties from violators can be a protracted and costly process, and that reliance thereupon as the sole source to fund such a program is inherently speculative and unrealistic. Therefore, while the primary source of revenue for this housing code enforcement program is intended to come from the collection of enforcement fees and penalties from violators, in their absence, the Rental Housing Code Compliance Fee is intended to make up program cost deficiencies. The reliance of such a program on the City's general fund for its cost of operation shall be minimized to the greatest extent possible.
- (8) This chapter satisfies the City's legal obligations under the State Housing Law.

8.40.50 Scope.

The provisions of this chapter shall apply to all residential rental dwelling units. This chapter is not an exclusive regulation of housing within the City of Rio Dell. It shall supplement, be

accumulative with, and be in addition to any and all regulatory ordinances and State or Federal law existing or hereafter enacted by the City, the State or Federal government or any other legal entity that may have jurisdiction.

8.40.60 Definitions.

For purposes of this chapter, the following definitions shall apply:

“Boarded Building” means a building in which at least 30 percent of the window and/or door surface has been covered with plywood or other material for the purpose of preventing entry into the building by persons or animals.

“Building” means any structure having a roof used or intended to be used for the shelter or enclosure of persons, animals, or property.

“Building, accessory” means a detached subordinate building located on the same building site as the main building and designed and intended for a use that is subordinate to the main building.

“Building Code” is the California Building Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Building, main” means a building in which is conducted the principal use of the building site on which it is situated.

“Building Official” means the City of Rio Dell Building Official established pursuant to Chapter 15.05 of the Rio Dell Municipal Code or his designee.

“Building, vacant” means a building that has been standing vacant for more than 90 consecutive days.

“City Council” shall mean the City Council of Rio Dell.

“City Manager” means the City Manager of Rio Dell, or his or her designated representatives.

“Clean and Sanitary” means interior walls, surfaces, appliances, plumbing fixtures are clean, free of trash, rubbish, debris, dead vegetation, dismantled or inoperable motor vehicles, including trailers and boats, mold, etc., which may affect the health of the resident or a condition tending to reduce the value of private property and the surrounding neighborhood.

“Clerk” means the Clerk of the Rio Dell City Council, or his or her designated representative.

“Complaint” means notification by any person, filed with the City of Rio Dell, of a violation or a suspected violation of the Rio Dell Municipal Code or this chapter.

“Council” means the City Council of Rio Dell.

“County” means the County of Humboldt.

“Demolish” means to destroy a building and to remove all debris and waste materials from the lot on which the building stood.

“Director” means the City of Rio Dell Housing Director and/or Community Development Director.

“Displaced” mean if a tenant is ordered to move out of a rented dwelling unit or structure by an order to vacate issued by the City.

“Dwelling” means any building or portion thereof containing one or more dwelling units designed or used exclusively as a residence for one or more families, but not including a tent, boat, trailer, mobile home, dormitory, labor camp, hotel or motel.

“Dwelling, multiple-family” means a building or portion thereof containing three or more dwelling units.

“Dwelling, single-family” means a building containing exclusively one dwelling unit.

“Dwelling, two-family” or “duplex” means a building containing exclusively two dwelling units under a common roof.

“Dwelling unit” means one room, or a suite of two or more rooms, designed and intended for occupancy or a place of residence by one family, and which unit has one kitchen or kitchenette.

“Family” means a person living alone, or two or more persons related by blood, marriage or adoption, or a group of not more than five unrelated persons living together as a single nonprofit housekeeping unit in a dwelling unit.

“Electrical Code” is the National Electrical Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Enforcement” means diligent effort to secure compliance or abatement, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this chapter, “enforcement” may, but need not, include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to such existing buildings.

“Fire Code” is the Uniform Fire Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Fiscal Year” means the year beginning July 1 and ending June 30.

“Garbage” means any refuse and waste material derived from the preparation, use and consumption of meats and food and all dead fish, animals, fowl, fruits, vegetables, and other noxious or offensive matter or material usually and ordinarily referred to as garbage or market refuse.

“Hearing Officer” means the City Council to hear matters as provided for and described in this chapter. The hearing officer (City Council) shall also serve as the housing appeals board as that term is used in the State Housing Law.

“International Property Maintenance Code” (IPMC) adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Landlord” means an owner, lessor, or sublessor (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any dwelling, or the agent, representative, or successor of any of the foregoing.

“Mechanical Code” is the Uniform Mechanical Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Notice and Order” means a written notice served by an authorized City official to the owner and posted on the affected property declaring that the nuisance and/or substandard condition be repaired, removed or demolished to the satisfaction of the City.

“Notice to Abate Nuisance” means a written notice served by an authorized City official to the owner and posted on the affected property declaring that the if the nuisance and/or substandard condition has not been repaired, removed or demolished within the timeframe established in the Notice of Nuisance to the satisfaction of the City, the City shall file and record such notice with the Humboldt County Recorder’s Office.

“Notice of Nuisance” means that if the nuisance and/or substandard condition is not repaired, removed or demolished within the timeframe established in the Notice and Order to the satisfaction of the City, the City shall file and record such notice with the Humboldt County Recorder’s Office.

“Notice of Release of Nuisance” means that nuisance and/or substandard condition has been repaired, removed or demolished to the satisfaction of the City. The City shall file and record such notice with the Humboldt County Recorder’s Office.

“Nuisance” or “public nuisance” includes any public nuisance known at common law or in equity jurisprudence; any attractive nuisance which endangers health and safety and may prove detrimental to infants and other minors, whether in a building, on the premises of a building, or upon an unoccupied lot including any abandoned wells, shafts, basements and excavations; abandoned refrigerators; abandoned, dismantled or inoperable motor vehicles or parts thereof or machinery; any unsound fences or structures; any lumber, trash, fences, debris, or vegetation

which may prove a hazard for inquisitive minors; whatever is dangerous to human life or is detrimental to health; any condition, matter, or thing declared by any law of the City of Rio Dell or the State of California to be a nuisance; abandoned buildings or structures in such neglected condition that the owner's intention to relinquish all further rights or interests in them may be reasonably concluded; abandoned structures or property that create a condition tending to reduce the value of private property; promote blight and deterioration; invite plundering; create fire hazards; harbor rodents and insects; jeopardize health, safety and general welfare; annoy, injure or endanger the safety, health, or offend the public decency; unlawfully interfere with, obstruct or render dangerous for passage any public park, square, street, alley or highway. -

"Nuisance Abatement" means the correction, removal, stoppage, demolition or destruction of that which causes a nuisance.

"Nuisance Abatement Revolving Fund" means the fund established by this chapter, of that name, which shall be maintained by the City Finance Department either as an account or a fund, and may, for the purpose of accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund. All such records with respect to any such fund shall at all times be maintained in accordance with sound accounting practice.

"Order to Vacate" is a written notice served by an authorized City official on the owner and posted on the affected property declaring that, due to failure to repair or maintain, the dwelling shall be vacated.

"Occupant" means any person over one year of age living, sleeping, cooking, or eating in, or having actual possession of a dwelling unit.

"Owner" means the owner of the fee title to a dwelling unit.

"Parties in interest" means all persons, businesses, partnerships, and corporations who have a mortgage or other interest of public record in a dwelling or dwelling unit, or who are in possession thereof.

"Person" shall include any person, firm, company, corporation, partnership, association, organization or entity, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons. The terms "person", "owner", "operator, property manager" and "landlord" may herein be used interchangeably.

"Planning Commission" shall mean the Planning Commission of the City of Rio Dell.

"Plumbing Code" is the Uniform Plumbing Code adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

"Private Property" means such property as belongs absolutely to an individual, and of which he or she has the exclusive right of disposition. Property of a specific, fixed and tangible nature,

capable of being in the possession of an individual and transmitted to another, such as houses, lands, vehicles, etc.

“Program” means the Housing Code enforcement program created under this chapter.

“Proof of Compliance” is documentation, on such form and in such manner as the City may provide that the deficiencies noted in the order or citation issued by the City has been corrected.

“Public Property” is a designation of those things which are considered as being owned by the public, the entire state or community, and not restricted to dominion of a private person. The term may also apply to any property owned by a state, nation or municipality

“Public Record” means deeds, mortgages and other instruments of record relating to land titles and recorded by the Humboldt County Recorder.

“Rental dwelling unit” means the dwelling unit rented for any tenure, type or price.

“Rental Housing Business License Fee” means the fee assessed and adopted pursuant to Chapter 5.05 of the Rio Dell Municipal Code.

“Rental Housing Code Compliance Fee” means the fee assessed under this chapter for each rental dwelling unit.

“Residential Rental Inspection Program” (RRIP) means the rental inspection program created by this Chapter.

“Responsible Fire Chief” means the chief of the Rio Dell Fire Protection District.

“Rubbish” means refuse matter, combustible and noncombustible, including tin cans, bottles, papers, ashes, wire, box strapping’s, packing materials, lawn trimmings, trees, plants and other nursery stock, crockery, glass, brick, cement, motor vehicle bodies and discarded mechanisms, sawdust, mill trimmings, waste and all other material and matter similar to that herein mentioned. [Ord. 23 § 1, 1965.]

“Self-Certification Program” means the program created by this Chapter by which the Owner or Operator of a Property or RDU certifies that the Property and its occupancy comply with all applicable Building, Housing and Sanitation Codes or Ordinances.

“State Housing Law” means Division 13, Part 1.5 of the Health and Safety Code (commencing at Section 17913) and Article 1 (commencing at Section 1) of Chapter 1, Title 25 of the California Code of Regulation.

“Substandard dwelling” has the same meaning as substandard building as set forth in Health and Safety Code Section 17920.3, or any successor statute.

“Summary Abatement” means the abatement of the nuisance by the City, or a contractor of the City, by removal, demolition, repair or other acts with or without notice to the owner, agent or occupant of the property when the City determines that the public nuisance constitutes an immediate and/or imminent peril to public health, safety or general welfare.

“Tenant” means the individual or individuals occupying a rental dwelling unit.

“Uniform Housing Code” adopted pursuant to Chapter 15.05 of the Rio Dell Municipal Code.

“Untenantable Rental Dwelling Unit” means a rental dwelling unit deemed untenable for the purposes of this chapter, if it or the common area of the dwelling, structure, or premises in which it is located is the subject of a Housing Code citation or order pursuant to this chapter and substantially lacks any of the affirmative standard characteristics set forth in Civil Code Section 1941.1.

“Vacation Date” means the date by which a tenant is required to vacate a rental dwelling unit, pursuant to an order by an authorized City official.

Article II
Residential Rental Inspection Program Registration and Inspections

SECTIONS

- 8.40.070 Registration
- 8.40.080 Residential Rental Inspection Program Initial Phase
- 8.40.090 Property inspections and inspection reports
- 8.40.100 Other Inspections.
- 8.40.110 Problem properties.
- 8.40.130 Properties exempt from inspection.
- 8.40.140 Tenant rights and responsibilities.

8.40.070 Registration.

(1) Every Owner or Operator shall register each RDU with the RRIP on a form provided by the City. Initial registration applications shall be due within six (6) months after the Effective Date of this Chapter. Newly created RDUs shall be registered no later than sixty (60) days after the Owner first acquires or converts the RDU.

(a) At the time of registration, the owner shall also provide information, on a form provided by the City, giving contact information for the owner, management and their authorized representatives. Such contact information shall include, at a minimum, the name, telephone number, email address, facsimile number and mailing address of at least one record owner of the property being rented as well as that of the property manager; the address or addresses of such property; a description of the types of dwellings being rented; the number of residential units at the property; and, a name, including a business name if applicable, address and telephone number to be used for emergency contacts. The owners and managers shall notify the City within sixty (60) days of any changes to the information provided pursuant to this subsection.

(b) When ownership of an RDU changes, the RDU seller shall notify, or shall cause the notification to, the Director of the change of ownership no later than sixty (60) calendar days after consummation of the sale. If the Director is not so notified, the existing rental housing inspection certification for the RDU shall automatically terminate and be null and void. The new Owner will not have to pay the program fees until the following fiscal year provided all current fees were paid for the RDU.

(2) RDU registration applications shall be subject to verification by the Director. All information on registration applications shall be submitted under penalty of perjury. Any person who makes a false statement in the registration application or submits false information in connection with registration shall be guilty of an infraction.

(3) An Owner or Property Manager may self-certify compliance with all applicable Building, Housing and Sanitation Codes or Ordinances by applying to the Self-Certification Program pursuant to

Section 8.40.090(2) of this Chapter on a form provided by the City. Self-Certification shall be attested by the tenant if the unit is occupied.

(4) Registration must be renewed each fiscal year.

(5) Any Owner or Operator shall designate a Local Representative who is fully authorized to act for the purposes of this Chapter, including acceptance of service of notices from the City and availability to attend inspections. When so designated, the terms "Owner" and "Operator" as used in this Chapter shall be understood as applying to the Local Representative, as appropriate.

8.40.080 Residential rental inspection program initial phase.

During the first three (3) years after the Effective Date ("Initial Phase") or as soon as feasible, initial inspections by City inspectors will be conducted on all RDUs not exempt from the RRIP.

8.40.090 Property inspections and inspection reports.

(1) At the commencement of any tenancy, but prior to occupancy by the tenant, the owner of the rental property or the manager of such property, shall conduct an inspection of the rental unit. Inspections shall be reported on a form provided by the Department. Inspection reports shall be provided to the occupant(s) prior to occupancy and copies provided to the City within fifteen (15) days of the required inspection.

(2) Subject to the provisions of this chapter, the City, the owner or the owner's authorized representatives shall conduct **annual** inspections of each rental dwelling. At the time of payment of the Rental Housing Code Compliance Fee, an owner may opt for annual self-inspection. Inspections shall be reported on a form provided by the Department. Inspection reports shall be provided to the City within fifteen (15) days of the required inspection.

(3) Notwithstanding subsections (1) and (2) of this section, any rental property that has been subject to a notice and/order more than once in the year immediately prior to the effective date of the ordinance codified in this section and for which corrections were not made within the time permitted by the notice and/order shall be deemed a problem property and shall be subject to the provisions of this chapter.

(4) No sooner than one year from the effective date of the ordinance codified in this section, the City may conduct audits of rental owners to determine compliance with these inspection provisions. Except as provided in this subsection, the City shall review the owner inspection reports when conducting a compliance audit. In the event the City determines that an owner is not in compliance, rental units subject to such noncompliance shall be inspected by the City and the owner shall be required to pay the inspection fee in the amount established by resolution of the City Council.

(5) If the City determines, in its sole and absolute discretion, that there are deficiencies in any inspection report, it may conduct its own inspection of the property. The form used for such inspection shall be the same form required to be used by owners and managers of rental units. An inspection by the City may be conducted without reference to the original inspection report if code violations are visible from the exterior of the property or if the City receives a complaint concerning code violations at a property.

(6) For purposes of any compliance audit, any owner or manager shall provide the inspection report prepared for subsections (1) and (2) of this section to the City and its inspectors. The owner or manager shall provide inspection reports within seventy-two (72) hours from the date they are requested.

(7) A copy of all inspection reports required by this section shall be provided to the tenant no later than ten (10) calendar days from the completion of the inspection.

8.40.100 Other inspections.

The owner, operator, property manager or tenant of an RDU may request additional inspections in accordance with this Section.

(1) An owner, property manager, operator or tenant may request an inspection of an RDU at any time outside of the scheduled inspection calendar. The person requesting the inspection shall be required to pay the inspection fee in the amount established by resolution of the City Council.

8.40.110 Problem properties.

(1) Any rental property subject to a notice and/order more than once in any calendar year and for which corrections are not made within the time permitted by the notice and/order shall be deemed a problem property.

(2) The City shall conduct exterior and interior inspections of such properties at least once per year.

(3) The City may, in its sole discretion, determine to inspect other rental properties of an owner of a problem property.

(4) A problem property shall not be subject to self-inspection pursuant to subsection (2) of Section 8.40.090.

(5) A property shall no longer be classified as a problem property at such time as it consecutively passes two City inspections.

(6) Costs for the inspections required by this subsection shall be billed to and assessed against the specific properties subject to such inspections and shall be in an amount to assure full cost recovery to the City.

8.40.120 Properties exempt from inspection.

The following properties shall be exempt from the initial and annual inspections otherwise required by this chapter:

- (1) Any property during the five years after its initial construction;
- (2) Any property subject to the Federal Housing Choice Voucher Program (formerly known as Section 8);
- (3) Rooms rented to single individuals in an owner-occupied single-family residence;
- (4) Mobilehome Park Units.
- (5) Properties inspected by the Rio Dell Fire Protection District which includes properties containing more than three (3) units.

8.40.130 Tenant rights and responsibilities.

Prior to the commencement of any tenancy, a property owner or manager shall provide the tenant(s) with information concerning tenant rights and responsibilities. Such information shall be provided in a form or forms approved by the City.

Article III.
Violations, Authority, Abatement Process and Penalties

SECTIONS

8.40.140	Violations.
8.40.150	Authority.
8.40.160	Administration.
8.40.170	Authority to Enter and Inspect.
8.40.180	Summary abatement.
8.40.190	Administrative abatement.
8.40.200	Delivery of Notices.
8.40.210	Appeal, Public hearing.
8.40.220	Form and Contents of Decision; Finality of Decision.
8.40.230	Failure to Appeal.
8.40.240	Costs on Appeal.
8.40.250	Penalties.
8.40.260	Cost Recovery.
8.40.270	Lien.

8.40.140 Violations

(1) Existence of a Substandard Dwelling. All dwellings, or portions thereof, shall be maintained, repaired, or reconstructed in accordance with the California Building Codes, California Health and Safety Code, Uniform Housing Code and International Property Maintenance Code. Any dwelling, or portion thereof, which has become a substandard dwelling as defined herein, is declared to be a nuisance and an infraction and shall be abated through correction, repair, reconstruction or demolition in accordance with applicable provisions of this chapter.

(2) Rent or Lease of Substandard Dwelling. It shall be unlawful and a violation of this Code for the owner(s) or parties in interest of any dwelling, or portion thereof, that is a substandard dwelling to rent or lease, or to offer for rent or lease the substandard dwelling, or any portion thereof. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080**.

(3) Failure to Obey Notice and/order. It shall be unlawful and a violation of this Code for any owner to fail or refuse to comply with the terms and provisions stated in any notice and order issued under this chapter. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080**.

(4) Rental Without Inspection. It shall be unlawful and a violation of this Code for any owner or party in interest to rent to another person a vacant dwelling unit that is the subject of a pending enforcement action under this chapter, until such dwelling unit has been inspected by the City for compliance, and has passed such inspection, and written evidence thereof has been received. For purposes of this section, a dwelling unit is the subject of a pending enforcement

action under this chapter if all repairs and work required by a notice and/order previously issued, amended, or supplemented by the City concerning such dwelling unit have not been completed with all required building permit inspections finalized. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080**.

(5) Removing Notice and/order Without Inspection. It shall be unlawful and a violation of this Code for any individual to remove a notice to vacate attached to the structure of a vacant dwelling unit which is the subject of a pending enforcement action under this chapter, until such dwelling unit has been inspected by the City for compliance, and has passed such inspection, and written evidence thereof has been received. For purposes of this section, a dwelling unit is the subject of a pending enforcement action under this chapter if all repairs and work required by a notice and/order previously issued, amended, or supplemented by the City concerning such dwelling unit have not been completed with all required building permit inspections finalized. Any person violating this subsection may be charged with an infraction as provided in **Section 8.10.080 of Chapter 8.10 of this Code**.

8.40.150 Authority.

(1) The California Constitution (Article XI, Section 7) grants cities the police power to enforce their nuisance abatement ordinances.

(2) The Rio Dell Community Development Department and the Community Services Division of the Police Department are hereby authorized and directed to administer and enforce the Residential Rental Inspection Program (RRIP), all of the provisions set forth in this chapter, and all regulations approved and adopted by the City Council as provided in **Section 8.40.100**. For such purposes, the Director or his designee shall have the powers of a law enforcement officer.

(3) Should any public nuisance not be abated within two weeks of the date stated in the notice and order or within the time extension granted by the City Council, the City shall have the authority to enter the property and abate the public nuisance thereon.

(4) In abating the nuisance, the City may go to whatever legal extent necessary to complete the abatement of the public nuisance, including removal and demolishing of the nuisance. All costs shall be recoverable.

8.40.160 Administration.

The Director may present to the City Council for approval and adoption those regulations which seem consistent with the purposes, intent, and express terms of this chapter as he or she deems necessary to implement such purposes, intent, and express terms. No regulation or amendments thereto, shall be enforced or become effective until thirty (30) calendar days following the date on which the proposed regulation or amendment has been approved by the City Council and filed with the Clerk. The Director shall have the power to render interpretations

of this chapter and its regulations in order to clarify the application of its provisions. Such interpretations shall be in conformity with the intent and purpose of this chapter.

8.40.170 Authority to enter and inspect.

(1) The Director, subject to the consent given by an occupant who reasonably appears to be at least eighteen (18) years of age, has the authority to enter and inspect any dwelling or premises whenever necessary to secure compliance with or prevent a violation of, any provision of this chapter and any regulation adopted pursuant to this chapter. In the event consent of the occupant is not available, the Director may obtain an inspection warrant pursuant to the provisions set forth in the California Code of Civil Procedure (commencing at Section 1822.50).

(2) The owner, authorized agent of any owner, or any of the parties in interest of any dwelling, or portion thereof, may enter the dwelling, subject to the consent of the occupant, whenever necessary to carry out any instructions or perform any work required to be done pursuant to this chapter.

(3) Subject to the provisions of California Code of Civil Procedure Section 1822.50 et seq. concerning inspection warrants, no person authorized by this Section to enter dwellings shall enter any dwelling between the hours of 6 o'clock p.m. of any day and 8 o'clock a.m. of the succeeding day, without the consent of the occupants of the dwelling.

8.40.180 Summary abatement.

(1) Summary abatement shall be executed when the City determines that the public nuisance constitutes an immediate and/or imminent peril to public health, safety or general welfare.

(2) Summary abatement is the abatement of the nuisance by the City, or a contractor of the City, by removal, demolition, repair or other acts with or without notice to the owner, agent or occupant of the property. The abatement shall be at the expense of the person causing, committing or maintaining the nuisance or the owner of the property on which it is occurring.

(3) If the Building Official finds from the inspection he/she has made, or caused to be made, of any building that there exists therein or on the premises thereof any conditions imminently dangerous to life should such building be or remain occupied by human beings, he/she may order the immediate evacuation of such building, if occupied, and shall cause to be posted at each entrance thereto a notice reading substantially as follows:

DANGER

DO NOT ENTER

Unsafe to Occupy

Building Official of the City of Rio Dell

Any unauthorized person removing this sign or entering this building shall be prosecuted.

(2) Whenever such notice is posted, the Building Official shall include a notification thereof in the notice and order issued by him/her under this chapter, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been posted at each entrance door thereof the prescribed notice, except that entry may be made to repair, demolish, or remove such building. No person shall remove or deface any such notice so posted until the required repairs, demolition, or removal has been completed and a certificate of occupancy issued pursuant to the provisions of the building code of the City of Rio Dell.

8.40.190 Administrative abatement.

(1) Administrative abatement proceedings as described in this section will take place when the nuisance is of a nonemergency nature.

(a) Courtesy Letter. Upon determination by an enforcement official that a nuisance exists, a courtesy letter will be delivered to the owner, occupant, lessee and/or agent of the property where the nuisance is occurring. The courtesy letter will:

(i) Give a sufficient description to identify the property where the nuisance is occurring and shall include the parcel number and address;

(ii) Describe the condition causing the nuisance;

(iii) Include a description of corrective action that must occur to remedy the violation;

(iv) Advise the owner/occupant/lessee and/or agent of the property that the nuisance must be abated within four weeks of the date of receipt of the courtesy letter;

(v) Advise the owner/occupant/lessee or agent of the property that failure to abate the nuisance within fifteen (15) calendar days will result in further action.

(b) Notice and Order. If the nuisance is not abated within fifteen (15) calendar days of delivery of the courtesy letter, the City will deliver a notice of violation and order to abate to the owner/lessee/occupant or agent. The notice and order may be recorded in the office of the County Recorder of the County of Humboldt. The notice and order will:

(i) Give a sufficient description to identify the property and its legal owner where the nuisance is occurring including the parcel number and address;

- (ii) Describe the condition causing the nuisance;
- (iii) Include a description of the corrective action that must occur to remedy the violation;
- (iv) Provide dates by which the violation must be commenced and entirely abated.

Commencement must occur within two weeks and abatement must be complete in a specified amount of time no less than four weeks and no more than six weeks from the delivery of the notice and order, depending on the nuisance, unless an extension is granted by the City Council. The dates shall be set by the enforcement official;

- (v) Provide a description of the penalties for failure to remedy the nuisance within the specified time defined as \$25.00 per day each day beyond the specified time limits until the nuisance is abated, including \$25.00 per day if the abatement is not commenced within two weeks, and \$25.00 per day if the abatement is not completed within the time period specified in the notice and order, up to a maximum of \$500.00;

- (vi) Give notice that if the nuisance has not been abated within fifteen (15) calendar days of the specified time limit, the City shall have the authority to abate the nuisance itself or via a contractor and that the responsibility for the costs of abatement, including the costs of actual removal or demolition and the associated administrative and legal costs, will be assessed to the owner, lessee and/or occupant of the land on which the nuisance is located and that failure to comply may also warrant the pursuit of further civil and/or criminal charges in accordance with the laws of the State of California;

- (vii) Describe the rights of the owner, lessee and/or occupant of the land to request a public hearing before the City Council. (Refer to RDMC 8.10.120.)

(2) **Weed Abatement.** The City shall gain the authority to abate/destroy weeds, dry grass, rubbish and other inflammable material or vegetation **10 days** from the delivery of the courtesy letter/notice to destroy weeds. The costs of such abatement, including administrative costs, shall be the responsibility of the property owner.

8.40.200 Delivery of notices.

Any notice or letter required to be delivered by this chapter shall be deemed to have been delivered when a copy of said notice is either served personally or has been deposited in the mail, postage prepaid, certified, return receipt requested to the owner and/or occupant, lessee or agent of the property. A copy of the notice may also be prominently affixed to the premises. The failure of the City to make or attempt to make such service shall not invalidate any proceedings of this chapter. If no address can be found or is known to the City, then any notice shall be so mailed to such person at the address of the premises where the nuisance is occurring. The failure of any person to receive such notice shall not affect the validity of the proceedings of this chapter. [Ord. 239 § 9, 2000.]

8.40.210 Appeal, Public hearing.

(1) Appeal. Within ten (10) calendar days of delivery of the notice and order, the owner, lessee or occupant may appeal any notice and order by filing at the office of the Clerk an appeal fee established by resolution of the City Council and a written appeal. The appeal shall not be deemed filed until payment of the appeal fee has been received; however, the appeal fee required hereby may be waived on the basis of financial hardship. Within the same ten (10) calendar daytime period, the owner, lessee or occupant of the property may submit to the City in writing a sworn declaration that the nuisance does not exist and/or is not their responsibility. In this case, the Director may continue the public hearing to determine the existence and/or responsibility of the nuisance. The written appeal shall contain:

- (a) The names of all appellants participating in the appeal.
- (b) A brief statement setting forth the legal interest of each of the appellants in the building or land described in the notice and/order, determination or action.
- (c) A brief statement in ordinary and concise language of the specific order, determination or action protested, together with any material facts claimed to support the contentions of the appellant(s).
- (d) A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order, determination or action should be reversed, modified or otherwise set aside.
- (e) The signature of each party named as an appellant and their official mailing address(es).
- (f) The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

(2) Inspection. The City Manager may inspect the premises involved in the appeal hearing prior to, during or after the hearing, provided that:

- (a) Notice of such inspection shall be given to the parties before the inspection is made;
- (b) The parties are given an opportunity to be present during the inspection;
- (c) The City Manager shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn there from; and
- (d) Each party then shall have a right to rebut or explain the matters for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.

(3) Public Hearing. A public hearing shall be scheduled not less than ten (10) calendar days or more than sixty (60) calendar days from the date that the City receives a complete appeal. The Clerk shall give written notice of the time and place of the hearing at least five days prior to the date of the hearing to each appellant by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, certified postage prepaid return receipt requested, addressed to each appellant at his or her address shown on the appeal. Notice shall be effective upon personal delivery or five days after mailing.

(a) Conduct of Hearing. The City Manager may act as the hearing officer or may convene one or more persons to act as the hearing officer.

(b) Persons Affected. Any person affected may be present at such hearing, may be represented by counsel, may present testimony, and may cross-examine the enforcement official and other witnesses.

(c) Determination. The hearing officer shall issue a written decision to uphold or overturn the Director's or City inspector's determination

(4) The appellant may appeal the hearing officer's decision to the City Council. The appeal must contain a written statement of issues on appeal together with supporting documentation and evidence, as well as payment of the appeal fee established by resolution of the City Council. The appeal must be submitted to the City Clerk no later than ten (10) calendar days after the date of notification of the City Manager's decision.

(a) The City Council shall conduct a hearing to hear the appeal no later than thirty (30) days after submittal of a complete appeal. The City Council shall consider all relevant evidence including, but not limited to, the Director's or City inspector's determination with supporting documentation, applicable staff reports, and objections or protests relevant to the determination. The appellant carries the burden to demonstrate with clear and convincing evidence that the determination was erroneous. Both the appellant and Director or City inspector shall be given opportunities to testify and present evidence. The legal rules of evidence shall not apply, and the City Council may rely on any relevant evidence that is material to the Director's or City inspector's determination.

(b) Upon the conclusion of the hearing, the City Council shall, on the basis of clear and convincing evidence presented at the hearing, decide whether the determination should be upheld, or whether the determination was erroneous and therefore should be modified or reversed.

8.40.220 Form and contents of decision; finality of decision.

(1) Form. The decision of the City Manager, City Council or Director shall be in writing, shall contain findings of fact and a determination of the issues presented, and shall be issued no later than thirty (30) days from the date of the hearing, unless the time is waived by the parties.

(2) Possible Orders. If it is shown by a preponderance of the evidence that the condition of the premises constitutes a public nuisance the decision shall require the owner to commence abatement of the nuisance not later than ten (10) calendar days after the issuance of the decision, and that the abatement be completed within such time as specified by the City Manager, City Council, or in the alternative, within the time designated by the Director. If the building, structure, or premises is lawfully occupied, and abatement of the nuisance may not be safely accomplished under the circumstances as a result of such occupancy, the occupants may be ordered to vacate the premises under terms reasonable under the circumstances presented.

The City Manager or City Council may order such remedies as are reasonable under the circumstances for the protection of the public or affected property, and as are otherwise authorized by law or in equity, including the following: The owner shall be responsible for satisfying all relocation benefits, as may be required by law. The premises may be ordered fenced and boarded against entry. Regular patrol of the premises to ensure the integrity of such boarding and fencing measures may be ordered. (It is not the intent of this Code to allow boarding and fencing of premises to substitute for abatement of the public nuisance; such actions are to be merely interim measures, lasting only so long as is necessary to protect the public and property until full abatement may be accomplished.) The City Manager or City Council may order other measures which are reasonable and necessary for the protection of the public or property under the circumstances. The City Manager's or City Council's decision shall inform the owner that if the nuisance is not abated within the time and in the manner specified, the nuisance may be abated by the City, without further notice or consent of the owner or any party in interest, in such manner as may be ordered by the hearing examiner, and the expense thereof, including all costs of enforcement, and relocation benefits required to be paid by the City as a result of the owner's failure to do so, may be made a lien on the subject property.

(3) Decision Final. The decision of the City Council or Director shall be final when signed and issued by the City Council or Director and served as herein provided.

8.40.230 Failure to appeal.

Failure of any person to properly appeal, including making payment of the appeal fee in accordance with the provisions of this chapter, shall constitute a waiver of his or her right to an administrative hearing and adjudication of the notice and/order, determination, or action, or any portion thereof.

8.40.240 Costs on appeal.

The City may be awarded its costs, including attorneys' fees, in defending against an unsuccessful appeal brought without substantial merit, which costs may be charged jointly and severally against the appellants and recovered as costs of enforcement as provided herein. Such an award must be based upon a finding supported by a preponderance of the evidence that the appeal was without substantial merit or was taken for the sole purpose of delay.

8.40.250 Penalties.

(1) Each day in which a violation and/or public nuisance is not abated following the commencement and completion dates specified in the notice and order will constitute a separate infraction of this chapter with a penalty of \$25.00 per day, including \$25.00 per day if not commenced by the specified date and \$25.00 per day each day that the nuisance continues to exist on the property beyond the specified abatement deadline, up to a maximum of \$500.00. Additional civil and criminal charges or penalties may be imposed in accordance with California State law.

(2) Repeat violations of this chapter by the same responsible party within one year of delivery of the first notice and order may result in higher per-day penalties, up to \$50.00 per day, up to a maximum of \$1,000.

(3) Fines. The City may seek, in addition to all other remedies available at law, criminal sanctions, contempt and other penalties provided for under Chapter 6, Division 1.5 of the Health and Safety Code (commencing at Section 17995).

(4) The City may shut off the water supply to any rental units where the owners have failed to pay the required Rental Housing Code Compliance fee or have failed to conduct the required property inspection and the filing of the inspection reports as required by this Chapter.

8.40.260 Cost recovery.

(1) Costs. In the event that the owner/lessee/occupant does not abate the nuisance within the time period specified in the notice and order, the City shall retain the right to abate the public nuisance at the expense of the responsible party. Expenses to the owner/lessee/occupant shall include the actual costs of abatement as well as the associated administrative and legal costs, including court costs and attorneys' fees, and penalties.

(2) Revolving Fund.

(a) The City Council shall create a Housing Code Enforcement Fund revolving fund from which may be paid the costs of enforcing the provisions of this chapter and the City's nuisance abatement program, and into which shall be paid the receipts from the collection of penalties and costs recovered.

(b) The material property retrieved from any nuisance abated by the enforcement official may be sold in the same manner as surplus City personal property is sold, and the proceeds from such sale shall be paid into the revolving fund.

(3) Accounting and Receipts.

(a) The City Finance Department shall keep an itemized account of the expenses incurred by the City in enforcing the provisions of this chapter, including the costs of administering this chapter and actually abating a public nuisance and all administrative, legal and contracting costs.

(b) Upon completion of the abatement, the enforcement official shall cause a public notice to be prepared which will specify the work done and include an itemized account of the costs and receipts of performing the work; an address, legal description or other description sufficient to identify the premises; the amount of the assessment proposed to be levied against the premises; and the time and place when and where the enforcement official will submit the account to the Council.

(4) Assessment of Costs and Penalties. At a regularly scheduled City Council meeting, of which responsible parties will be notified, the Council shall hear and consider the account, penalties and proposed assessment, together with objections and protests thereto. The Council may make such modifications and revisions of the proposed assessment as it deems just, and may order the account and proposed assessment confirmed or denied, in whole or in part, or as modified and revised. The determination of the Council shall be final and conclusive.

(5) Penalties and/or costs will be billed directly to the responsible party. Failure to pay will result in the preparation and recording of a lien.

8.40.270 Lien.

(1) Upon failure of the responsible party to pay penalties and costs, and upon confirmation by the Council, the enforcement official shall cause to be prepared and recorded in the office of the County Recorder of the County of Humboldt a notice of lien. Said notice shall contain the following:

(a) An address, parcel number, legal description or other description sufficient to identify the premises;

(b) A description of the proceedings under which the special assessment was made, including the order of the Council confirming the assessment;

(c) The amount of the assessment;

(d) A claim of lien upon the described premises.

(2) Lien. Upon the recordation of such notice of lien, the amount claimed shall constitute a lien upon the described premises.

(a) Collection with Ordinary Taxes. The notice of lien, after recordation, shall be delivered to the County Auditor, who shall enter the amount of the lien on the assessment roll as special assessments. Thereafter the amount set forth shall be collected at the same time and in the same manner as ordinary City taxes are collected, and shall be subject to the same penalties and interest, and to the same procedures for foreclosure and sale in case of delinquency, as is provided for ordinary City taxes, and all laws applicable to the levy, collection and enforcement of City taxes are hereby made applicable to such assessment.

Article IV
Rental Housing Inspection Compliance Fees

SECTIONS

- 8.40.280 Rental inspection program annual registration fee requirement.
- 8.40.290 Payment of a rental inspection annual registration fee and provision of contact information as a condition to rental.
- 8.40.300 Rental housing code annual registration fee due date.
- 8.40.310 Billing procedure.
- 8.40.320 Determination of rental housing annual registration fees.
- 8.40.330 Inspection fee
- 8.40.340 Reinspection fee
- 8.40.350 Building Permit Fee
- 8.40.360 Hourly burdened rate.
- 8.40.370 Appeal fee.
- 8.40.380 Late fee.
- 8.40.390 Notice fee.

8.40.280 Rental Inspection Program Annual Registration Fee Requirement.

No rental dwelling unit shall be occupied by a tenant unless the unit(s) have been registered as required by Section 8.40.070 of this chapter and the annual Rental Inspection Annual Registration Fee has been paid for such rental dwelling unit(s).

8.40.290 Payment of a Rental Inspection Annual Registration Fee and Provision of Contact Information as a Condition to Rental.

(1) There is hereby established, levied, and imposed for each dwelling unit within the City of Rio Dell which is operated as a rental dwelling unit, as defined by this chapter, an annual Residential Rental Inspection Registration Fee. For each such rental dwelling unit, the owner shall pay the Rental Housing Code Annual Registration Fee to the City in an amount established by resolution of the City Council.

(2) At the time required for payment, the owner shall also provide information, on a form approved by the City, giving contact information for the owner, management and their authorized representatives. Such contact information shall include, at a minimum, the name, telephone number, email address, facsimile number and mailing address of at least one record owner of the property being rented as well as that of the property manager; the address or addresses of such property; a description of the types of dwellings being rented; the number of residential units at the property; and, a name, including a business name if applicable, address and telephone number to be used for emergency contacts. The owners and managers shall notify the City within sixty (60) days of any changes to the information provided pursuant to this subsection.

8.40.300 Rental Housing Code Annual Registration Fee Due Date.

The Rental Housing Code Compliance Fee is payable annually on July 1st. The Rental Housing Code Compliance Fee may be increased or decreased by resolution of the City Council after a duly noticed public hearing.

8.40.310 Billing Procedure.

(1) The Rental Housing Annual Registration Fee shall be billed for the fiscal year period to the owner of record on January 1st of each year. All charges for the Rental Housing Code Annual Registration Fee shall be billed to the owner of record of any such parcel having rental dwelling units. The Rental Housing Inspection Annual Registration Fee may be billed directly by the Department and/or as part of the City's consolidated utility billing service.

(2) Adjustments to a Rental Housing Annual Registration and Inspection Fees bill may be made when appropriate. Any amount paid in excess of the actual computed charge shall be refunded. Any deficiency in the amount paid against the actual computed charge shall be added to the charge for the succeeding billing. No deficiencies or refunds shall be made for a period of more than three years prior to the date that the Department determines that a billing discrepancy exists. An application requesting an adjustment of billing and stating grounds for an adjustment of refund shall be made in writing to the City.

8.40.320 Determination of Rental Housing Code Compliance Fees.

The City Manager shall annually review the financial condition of the Program for the purpose of making a recommendation to the City Council as to whether the Rental Housing Inspection Compliance Fee should be adjusted for the next fiscal year, and if so, by what amount. This recommendation shall be presented to the Council at the same time as the City Manager's annual evaluation of the Program. The City Manager shall take into consideration in this review and recommendation process the receipts deposited in the Housing Code Enforcement Fund during the preceding fiscal year from all sources, including, but not limited to, the Rental Housing Inspection Compliance Fees and recovered costs, fines, enforcement and penalties, and the present balance of the Fund in light of maintaining prudent reserves for the next fiscal year's operating expenses.

8.40.330 Inspection Fees

Each unit shall be subject to an inspection fee as determined based on the City's estimated average time at the current hourly burdened rate as adopted via resolution by the City Council.

8.40.340 Reinspection fee.

Where a violation continues to exist following the first inspection and reasonable opportunity to correct as provided in this chapter, there shall be an inspection fee levied against the owner(s).

The fee shall be levied at the current hourly burdened rate as adopted via resolution by the City Council. Reinspection's occurring thereafter to determine whether corrective action has been satisfactorily completed shall be charged to the owner(s) in the amount of the reinspection fee described above for each subsequent inspection required to determine compliance with this chapter.

8.40.350 Building Permit Fee.

Where the issuance of a building permit is required under the Building Code in order to complete work required by a notice and/order which has been issued under this chapter, such permit shall be obtained from the City, and the fee shall be paid to the City in the same amount as would be applicable under the fee schedule for building permits.

8.40.360 Hourly Burdened Rate.

Where the Director finds that additional costs of enforcement are not otherwise recovered by the fees levied by this chapter in association with a dwelling found to constitute a violation, the additional costs of enforcement shall be levied at the current hourly burdened rate as adopted via resolution by the City Council.

8.40.370 Appeal Fee.

The fee for all appeals taken under this chapter shall be determined per the current Fee Schedule as adopted via resolution by the City Council.

8.40.380 Late Fee.

If a fee has not been received by the date upon which it is due under this chapter there shall be imposed a late fee of twenty percent (20%) of the fee on the first day of the month following the due date and ten percent (10%) for each month thereafter while the fee remains unpaid, provided that the amount of the penalty shall not exceed fifty percent (50%) of the amount of the fee due.

8.40.390 Notice Fee.

The owner may be charged for the City's postage or mileage costs for sending or posting notices required to be given pursuant to this chapter.

Section 2. Severability

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

Section 3. Limitation of Actions

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

Section 4. Effective Date

This ordinance becomes effective thirty (30) days after 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 January 2, 2024 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 January 16, 2024 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Deborah Garnes, 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. 401-2024 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the January 16, 2024.

Karen Dunham, City Clerk, City of Rio Dell



*675 Wildwood Avenue
Rio Dell, CA 95562-1597
(707) 764-5642 Hall*

For Meeting of: January 16, 2024
□ Consent Item; ■ Public Hearing Item

To: City Council
From: Greg Allen, Chief of Police
Through: Kyle Knopp, City Manager
Date: January 12, 2024
Subject: False Alarms and Fees

Recommendation:

That the City Council:

1. Allow staff to Introduce Ordinance 402-2024 establishing False Alarms and Fees in Title 9 as Chapter 9.20 of the Rio Dell Municipal Code; and
2. Receive comments from the public; and
3. Direct staff to make any recommended changes to the Ordinance; and
4. Continue the public hearing to the February 6, 2024 meeting for approval and adoption of Ordinance No. 402-2024.

Attachment: Ordinance 402-2024

ORDINANCE NO. 402-2024



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL ESTABLISHING FALSE ALARMS AND FEES IN TITLE 9.20 OF THE RIO DELL MUNICIPAL CODE.

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

WHEREAS, the Rio Dell Police Department is tasked with responding to residential and commercial alarms; and

WHEREAS, the majority of alarms officers are dispatched to are false alarms. The false alarms are caused by malfunctioning equipment that is not being repaired or maintained by the responsible with the alarm company; and

WHEREAS, the resources that are being utilized for reoccurring false alarm calls limits resources throughout the City of Rio Dell for true emergencies; and

WHEREAS, after extensive research, it was determined multiple allied agencies have a municipal code to enforce false alarms and fees.

WHEREAS, the Chief of Police recently discussed this issue with the Nuisance Committee; and

WHEREAS, the Nuisance Committee supported and recommends the City Council adopt the False Alarm and Fees.

WHEREAS, pursuant to Government Code Section 66016 the specific fees to be charged for special services must be adopted by the City Council by Ordinance or Resolution, after providing notice and holding a public hearing; and,

WHEREAS, Pursuant to California Government Code Sections 66013 and 50076, the fees adopted by this Ordinance do no exceed the estimated reasonable cost of providing the service for which the fee or charge is imposed and are not "special taxes"; and,

WHEREAS, The Council hereby adopts, approves and incorporates herein the False Alarms and Fees.

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby adopt the False Alarm and Fees Ordinance 9320 of the Rio Dell Municipal Code to include:

**False Alarms and Fees
Title 9**

**Article I
Purpose, Definitions and Exemptions**

- 9.20.010 Purpose
- 9.20.020 Definitions
- 9.20.030 Exemptions

**Article II
Duties of the Alarm User, Alarm Permit Application and Issuance, Permit Revocations and Reinstatements**

- 9.20.040 Duties of the Alarm User
- 9.20.050 Alarm Permit
- 9.20.060 Permit Application and Issuance
- 9.20.070 Permit Nontransferable
- 9.20.080 Permit Revocation
- 9.20.090 Permit Revocation Appeals
- 9.20.100 Permit Reinstatement

**Article III
False Alarms, Alarm Standards and Duties**

- 9.20.110 False Alarms
- 9.20.120 Alarm Standards
- 9.20.130 Duties of Monitoring Company

**Article IV
Penalties, Fees, Charges, Regulations and Enforcement**

- 9.20.140 Penalty for Violation of Permit Process
- 9.20.150 Fees and Charges
- 9.20.160 Applicability of Ordinance Existing Alarm Systems
- 9.20.170 Regulations
- 9.20.180 Enforcement
- 9.20.190 Posting the Permit on Premises
- 9.20.200 Confidentiality

**Article V
Discontinuance of Alarm Response**

- 9.20.210 Discontinuance of Alarm Response by Police; Public Nuisance
- 9.20.220 Disclaimer of the Rio Dell Police Department
- 9.20.230 Severability
- 9.20.240 Non-Exclusivity

PASSED, AND ADOPTED by the City Council of Rio Dell on this 6th day of February, 2024 by the

following vote:

Mayor Debra Garnes:	Yes <input type="checkbox"/> ; No <input type="checkbox"/>
Councilmember Amanda Carter:	Yes <input type="checkbox"/> ; No <input type="checkbox"/>
Councilmember Frank Wilson:	Yes <input type="checkbox"/> ; No <input type="checkbox"/>
Councilmember Robert Orr	Yes <input type="checkbox"/> ; No <input type="checkbox"/>
Councilmember Julie Woodall:	Yes <input type="checkbox"/> ; No <input type="checkbox"/>

Date

Debra Garnes, Mayor

ATTEST:
I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be full, true and correct copy of Ordinance No. 402-2024 adopted by the City Council of the City of Rio Dell on February 6, 2024.

Karen Dunham, City Clerk

9.20 FALSE ALARMS AND FEES
(DRAFT)

False Alarms and Fees
Title 9

Article I

Purpose, Definitions and Exemptions

- 9.20.010 Purpose
- 9.20.020 Definitions
- 9.20.030 Exemptions

Article II

Duties of the Alarm User, Alarm Permit Application and Issuance, Permit Revocations and Reinstatements

- 9.20.040 Duties of the Alarm User
- 9.20.050 Alarm Permit
- 9.20.060 Permit Application and Issuance
- 9.20.070 Permit Nontransferable
- 9.20.080 Permit Revocation
- 9.20.090 Permit Revocation Appeals
- 9.20.100 Permit Reinstatement

Article III

False Alarms, Alarm Standards and Duties

- 9.20.110 False Alarms
- 9.20.120 Alarm Standards
- 9.20.130 Duties of Monitoring Company

Article IV

Penalties, Fees, Charges, Regulations and Enforcement

- 9.20.140 Penalty for Violation of Permit Process
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- 9.20.180 Enforcement
- 9.20.190 Posting the Permit on Premises
- 9.20.200 Confidentiality

Article V
Discontinuance of Alarm Response

Nuisance	9.20.210	Discontinuance of Alarm Response by Police; Public
	9.20.220	Disclaimer of the Rio Dell Police Department
	9.20.230	Severability
	9.20.240	Non-Exclusivity

9.20.010 PURPOSE

The immediate preservation of the public safety, health, and welfare required the adoption of this chapter. The public has purchased alarm systems which have malfunctioned, causing an increase in the false alarm reports which require an immediate response of emergency service units subjecting the general public to a dangerous situation.

9.20.020 DEFINITIONS

For the purposes of this chapter, the following words and phrases shall have the meaning respectively ascribed to them by this section:

ALARM AGENT: Any person who is employed by an alarm business operator, either directly or indirectly, who does not respond to activated alarms but whose duties include any of the following: selling, maintaining, leasing, servicing, repairing, altering, installing, replacing, or moving on or in any building, structure or facility, any alarm system.

ALARM BUSINESS: The business of any person consisting of: selling and installing, maintaining, servicing, altering, replacing or moving any alarm system or component parts thereof in or on any building, structure or facility, or responding to alarm systems.

ALARM BUSINESS OPERATOR: Any person who operates any business engaged in the sale and installation, maintenance, alteration, or servicing of the alarm systems, or which responds to such alarm systems. Alarm business operator shall not include a business which merely sells from a fixed location or manufactures alarms systems, unless such business services, installs, monitors, or responds to alarm systems at protected premises.

ALARM SYSTEM: Any mechanical or electrical device designed to detect, or enable a person to notify others of, an unauthorized intrusion onto certain premises or the existence of an emergency on such premises, and which emits a sound or transmits a signal or message when activated. The following devices shall not constitute alarm systems within the meaning of this subsection:

- (1) Devices which do not register alarms that are audible, visible, or perceptible outside the protected premises;
- (2) Devices which are not installed, operated or used for the purpose of reporting an emergency to the police;
- (3) Alarm devices affixed to motor vehicles; and
- (4) Alarm devices installed on a temporary basis by the police department.

AUDIBLE ALARM: Any alarm system which, when activated, emits a sound which is capable of being heard outside the structure where the system is located, even if the system is completely located within the structure.

ANSWERING SERVICE: A telephone answering service providing among its services the receiving on a continuous basis through trained employees of emergency signals from alarm systems, and the subsequent immediate relaying of said messages by live voice to the communication center.

AUTOMATIC DIALING DEVICE: An alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message indicating the existence of the emergency situation that the alarm system is designed to detect.

CENTRAL STATION: An office to which alarm systems are connected, where operators supervise the circuits, and where guards and/or servicemen are maintained continuously to investigate signals.

DIRECT LINE: A telephone line leading directly from a central station to the communication center, where said line is used only to report emergency signals on a person to person basis.

DURESS ALARM: A silent alarm system signal generated by the entry of designated code into an arming station in order to signal that the alarm user is being forced to turn off the system and requests law enforcement response.

EMERGENCY: The commission or attempted commission of a robbery or burglary.

ENHANCED CALL CONFIRMATION: An attempt by the alarm system monitoring company to contact the alarm site and/or alarm user, to determine whether an alarm event is valid before requesting law enforcement response. A second call will be made to contact the alarm user if the first attempt fails. EXCEPT:

- (1) As defined by ANSI/CSAA CS V 01 2016 or current version, in case of a fire, panic robbery-in-progress alarm or verified alarm, or
- (2) As defined by the local jurisdiction or state law.

FALSE ALARM: means an alarm signal that prompts a response by the Rio Dell Police Department when an emergency does not exist:

- (1) Alarms generated by severe storms, earthquakes, or other violent acts of nature when an emergency does not exist shall not be deemed a false alarm.

(2) Alarm users may intentionally activate alarms only when necessary to alert police regarding human life in imminent jeopardy or in response to armed robberies, burglaries, or other felonies occurring on alarm premise at the time of such intentional alarm activation. All other alarm activations shall be deemed false alarms.

(3) Alarm users, or alarm companies authorized by alarm users, may notify the Rio Dell Police Department by telephone after it is determined that a mechanical problem exists in the alarm system, that any alarm from said alarm is to be deemed a false alarm, and no response from the Rio Dell Police Department is necessary:

(a) There is no evidence of a crime or other activity that warrants the assistance of the Rio Dell Police Department on the premises, as indicated by the investigation of a police officer on the scene or by the lack of a police report filed by the property owner, and no individual who was on or near the premises or who had viewed a video communication from the premises called for dispatch or confirmed a need for police response; or

(b) The dispatch of police was cancelled by the alarm system monitoring company, whether the alarm was cancelled before or after the arrival of police personnel at the alarm site.

HOLD-UP ALARM: Activation of an alarm system or alarm device that notifies Rio Dell Police Department that the alarm site is being held-up.

INTERCONNECT: To connect an alarm system to a telephone line, either directly or through a mechanical device that utilizes a standard telephone, for the purpose of using the telephone line to transmit an emergency message upon the activation of the alarm system.

INTRUSION ALARM: An alarm whose purpose is to detect entry or attempted entry into a structure or a defined area, whether interior or exterior in nature.

LATE APPLICATION FEE: If Police or Fire responds to the alarm activation without having an alarm permit on file, the permit holder is subject to a late alarm application fee for the first false alarm activation and shall be subject to the normal false alarm assessments for the second and subsequent false activations. (See the City of Rio Dell's Master Fee Schedule for specific fee and assessment amounts.)

PANIC ALARM: Any alarm system that is activated by the direct action of the person who believes they are or are about to be the victim of a crime requesting the emergency response of police officers.

PENALTY ASSESSMENT: The civil penalty against the permit holder in the form of a letter or bill for the misuse or false activation of any alarm.

PERMITTEE: The person to whom an alarm system permit is issued.

PERSON: means any natural person, partnership, corporation, unincorporated association, or other business entity.

PRIVATE MEDICAL LIFELINE ALARM: Any alarm system which is activated by a person needing emergency medical/welfare assistance and/or the alarm monitoring company requests an emergency medical response because the alarm subscriber did not respond to a regularly scheduled "well person" check.

RESIDENTIAL: Any premises used as dwelling units which includes apartments, hotels, motels and lodging houses, whether or not the location is occupied.

RESPONSE: The point in time that a police unit has been dispatched or an engine company has moved the fire apparatus to respond to an alarm activation.

ROBBERY/HOLD-UP: Any alarm system that is activated by the direct action of the person being robbed or an observer of the robbery.

SILENT ALARM: Any alarm system which, when activated, transmits an alarm signal to a receiving center without obvious local indication of alarm activation.

SIREN: Any audible noise similar to that which must be sounded by an authorized emergency vehicle under the conditions set forth in section 21055 of the California Vehicle Code.

VERIFY: An attempt by the monitoring company, or its representative, to contact the alarm site and/or alarm user by telephone and/or other electronic means, whether or not actual contact with a person is made to attempt to determine whether an alarm signal is valid before requesting police or fire dispatch, in an attempt to avoid an unnecessary alarm dispatch request. For the purpose of this subchapter, telephone verification shall require, as a minimum, that a second call be made to a different number if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid before requesting law enforcement dispatch.

9.20.030 EXEMPTIONS

This chapter shall not apply to alarm systems affixed to automobiles, boats, or recreational vehicles or systems which do not require a response by the Rio Dell Police Department. However, in systems other than those affixed to automobiles, boats, or recreation vehicles, if any person requests a response by the Rio Dell Police Department, that alarm system will be brought within the permit requirements from that time forward.

9.20.040 DUTIES OF THE ALARMS USER

(1) An alarm user shall:

- (a) Obtain an alarm permit from the City of Rio Dell;
- (b) Maintain the alarm site and the alarm system in a manner that will minimize or eliminate false alarms;
- (c) Ensure that a responsible party is available, at all times, to verify that an alarm signal is valid;
- (d) Ensure that a responsible party responds to the alarm system's location within 30 minutes when requested by Police in order to:
 - (i) Deactivate an alarm system;
 - (ii) Provide access to the alarm site; and/or
 - (iii) Provide alternative security for the alarm site.

(e) Not activate an alarm system for any reason other than an occurrence of an event that the alarm system was intended to report.

(2) An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than ten minutes after being activated. An alarm user shall have a licensed alarm installation company inspect the alarm system after two false alarms in a 12-month period. The Rio Dell Police Department may waive a required inspection if it determines that a false alarm(s) could not have been related to a defect or malfunction in the alarm system or malfunction in the alarm system. After three false alarms within a 12-month fiscal-year period, the alarm user must have a licensed alarm installation company modify the alarm system to be more false-alarm resistant or provide additional user training as appropriate. The alarm user shall also be subject to penalties for such false alarms.

(3) An alarm user/alarm system shall not use automatic voice dialers.

(4) An alarm user shall maintain at each alarm site a set of written operating instructions for each alarm system.

(5) The Police Chief may require an alarm user to remove or modify a hold-up alarm that is single action, non-recessed button, if two false hold-up alarms have occurred.

9.20.050 ALARM PERMIT

(1) It shall be unlawful for any person to use, install, or cause to be installed an alarm system on any premises within the city without first applying for and receiving an alarm permit. Alarm systems installed prior to the effective date of this chapter shall be required to be brought within the alarm standards set forth by this chapter within 90 days.

(2) It shall be unlawful for any person to use or operate an alarm system within the city under a revoked permit.

(3) Any person operating an alarm system within the city without an alarm permit as required by this chapter, or under a revoked permit, shall be subject to all applicable penalty fees. (See the City of Rio Dell Master Fee Schedule.)

9.20.060 PERMIT APPLICATION AND ISSUANCE

(1) Each application for an alarm system permit shall be made on a form prescribed by the city which may include any information which is necessary for effective administration of this subchapter, including the following information:

(a) Name, address and telephone number of the applicant.

(b) Name, address, and telephone number of the business or premises where the alarm system will operate.

(c) The names and telephone numbers of two or more persons who have the ability to verify and respond to the alarm site within 30 minutes, if activation occurs, during any hour of the day or night, and that the person(s) have the ability to deactivate the alarm. In the event a person able to respond to the alarm site as mentioned above cannot be located, the responsible alarm company shall release the public safety response agency(s) from the scene.

- (d) A description of the alarm system, its purposes, the alarm system model number, the manufacturer's name and the name of the company performing the installation and maintenance.
 - (e) Any dangerous or special conditions present at the alarm site.
 - (f) Schedule for regular maintenance of the alarm system.
- (2) The Alarm Administrator shall approve and issue the permit upon finding:
- (a) The application contains the required information;
 - (b) The alarm system meets the standards prescribed by this chapter;
 - (c) That the applicable fees have been paid (pursuant to the City of Rio Dell's Master Fee Schedule);
 - (d) That the alarm system is accessible to Police;
 - (e) The permit is issued subject to the proper maintenance and operation of the alarm's system.
- (3) Change of information on alarm permit. The permittee shall give written notice to the Alarm Administrator within five (5) working days of any change in the information provided on the alarm permit application.
- (4) The permit is good for two years from the date of issuance. It is incumbent upon the permittee to ensure that the permit does not expire, and that the renewal application questionnaire is completed and returned to the Rio Dell Police Department in a timely fashion.

9.20.070 PERMIT NONTRANSFERABLE

The permit shall not be transferable and shall terminate when there is a change of alarm user, change of location, or upon revocation or suspension.

9.20.080 PERMIT REVOCATION

- (1) An alarm permit may be revoked by recommendation of the Rio Dell Police Department for any of the following reasons:
- (a) False representations were made upon the permit application; or
 - (b) The alarm system emits excessive false alarms, deeming the system an immediate safety hazard as prescribed by this chapter; or
 - (c) Failure to observe any of the regulations or provisions of this chapter.
- (2) Notice and effective dates. A written notice of revocation, setting the reason for the action, shall be mailed by certified mail giving the permittee ten working days from the mailing date to disconnect or remove the alarm from the premises. Any person failing to disconnect the alarm system when required by this chapter shall be subject to the penalties as set forth in the City of Rio Dell's Master fee Schedule

9.20.090 PERMIT REVOCATION- APPEALS

- (1) Revocation of an alarm system permit may be appealed to the Alarm Administrator. The permittee may submit a written statement, setting forth the reasons why the permit should not be revoked, to the Alarm Administrator not more than ten working days from the mailing date of the notice of revocation.
- (2) The alarm user may continue to operate the alarm system during the appeal process, unless the Alarm Administrator recommends the disconnection of the alarm system.
- (3) The decisions of the Alarm Administrator with respect to this chapter will be final and conclusive.

9.20.100 PERMIT REINSTATEMENT

Following the revocation of the alarm permit, the permit may be reinstated upon recommendation of the Alarm Administrator when:

- (1) The cause for the revocation has been corrected; and
- (2) The permittee pays a permit reinstatement fee to the city. (See the City Rio Dell's Master Fee Schedule".)

9.20.110 FALSE ALARMS

- (1) It shall be unlawful for any person to use, operate, or maintain an alarm system within the City of Rio Dell that emits excessive false alarms.
- (2) It shall be unlawful for any person who operates, manages, maintains, or uses the premises on which an alarm system is located to permit the alarm system to emit excessive false alarms.
- (3) The number of false alarms to be considered "excessive" as described in subsections (1) and (2) of this section is any false alarm in excess of six (6) false alarms within any six (6) month period shall be deemed an "excessive false alarm." Any alarm system, either silent or audible, that emits more than six (6) false alarms within any six (6) month period shall be deemed an "immediate safety hazard" and by recommendation of the Rio Dell Police Department the alarm permit shall be revoked.
- (4) Whenever any alarm activation occurs because of apparent or suspected alarm malfunction, the alarm user shall arrange for an alarm system inspection by a licensed alarm business.
- (5) The Rio Dell Police Department may require an alarm user's permit holder to submit a report within ten (10) days of request, describing the action taken to discover and eliminate the cause or causes of false alarms. Failure to submit such a report within ten (10) days of request shall be cause for revocation of the permit. If the alarm system is not repaired satisfactorily in the opinion of the Rio Dell Police Department or its agent, then the Rio Dell Police Department may order deactivation of the permit holder's alarm system until the alarm system is properly repaired.

9.20.120 ALARM STANDARDS

It shall be unlawful for any person to sell, install or operate any alarm system for use within the city that does not meet the minimum standards as prescribed as follows:

(1) *Audible alarms.*

(a) All audible alarm systems shall have a sign or notice posted on or near the system, (visible from the exterior), with the name and telephone number of the person responsible for the service and maintenance of the system. The notice shall be conspicuously posted and readable from ground level.

(b) All audible alarms shall be equipped with a device that will deactivate the alarm system not more than ten minutes after activation. It is unlawful for an alarm user maintaining an audible alarm system to cause, permit, suffer, or allow such system to ring for period in excess of one (1) hour after notification of the alarm activation or after efforts of notification have been made of such conduct shall constitute grounds for revocation of the permit. In addition, should an alarm fail to be silenced within the time limits prescribed in this chapter, the Rio Dell Police Department shall have the authority to hire an alarm agent to silence the alarm. All costs and expenses incurred by the city in hiring an alarm agent to silence the alarm, costs incurred from damage to the alarm site or vehicle as a result of silencing the alarm, and costs incurred to obtain materials and security personnel to re-secure the alarm site, shall be borne by the permittee or owner.

(c) Any alarm system that has an automatic shut-off with a re-arming phase must be able to distinguish between an open and closed circuit; and, if the circuit is open, will not rearm.

(d) No audible alarm shall be installed, maintained or activated which emits the sound of a siren similar to those utilized on emergency vehicles or for civil defense disaster warnings.

(2) *Alarms.*

(a) No alarms shall have an automatic dialing system as defined in this chapter. This chapter does not apply to alarm devices that relay a digital coded signal to the alarm company.

(b) All alarm systems shall have a standby back-up power supply which will automatically assume operation of the alarm system should any interruption occur in the power to the system. The transfer of power from the primary source to the back-up source must occur in a manner that does not activate the alarm. Back-up power supply must be capable of at least 12 hours of operation.

(c) All silent burglar alarm systems installed after the effective date of this chapter shall have a pre-alert or pre-alarm unit allowing the user to reset the system if activated in error, before the system goes into full alarm activation. This section does not apply to banks, savings and loans and other high-risk businesses as determined by the Rio Dell Police Department.

(d) An alarm user shall maintain at each alarm site a set of written operating instructions for each alarm system.

(e) Homeowners shall test systems in accordance with the manufacturer's instructions and shall have every household fire alarm system having a control panel tested by a qualified service technician every three years.

(3) The Rio Dell Police Department reserves the right to inspect all alarm systems after giving 48 hours advance warning to the permittee to ensure that the alarm standards have been met.

9.20.130 DUTIES OF MONITORING COMPANY

(1) An alarm company responsible for monitoring services shall make two attempts to contact user or users of alarm system prior to requesting law enforcement response.

(a) Communicate any available information regarding specifics of the alarm event.

(b) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.

(2) It shall be unlawful for any person to engage in, conduct, or carry on any alarm/monitoring business within the city unless said person has first registered the intention to engage in such alarm business with the city, giving the city such information as it may require; and has displayed to the city a current valid city business license and a permit issued by the State of California, where state law requires such a permit or license.

(3) Any person engaging in, conducting, or carrying on any alarm/monitoring business within the city shall notify each alarm owner of the permit and false alarm process upon the request of installation of an alarm system and verify said notification in writing has been signed by the alarm user. Violation of said requirement shall be considered a violation of this chapter and subject to a fine for each occurrence. (See the City of Rio Dell's Master Fee Schedule)

9.20.140 PENALTY FOR VIOLATION OF PERMIT PROCESS

Any violation of the provisions of this ordinance shall be considered an infraction, punishable by a fine of seventy-five dollars (\$75.00) for the third offense; a fine of one hundred dollars (\$100.00) for a fourth offense; a fine of one hundred fifty dollars (\$150.00) for the fifth offense; and revocation of the permit for the sixth offense in a twelve (12) month period. If an alarm user's permittee fails to pay within thirty (30) days of its billing any charges authorized by this chapter a penalty assessment for thirty (30), sixty (60), or ninety (90) days late payment as set forth in City of Rio Dell's Master Fee Schedule.

9.20.150 FEES AND CHARGES

(1) The City Council may, from time to time, by resolution, adopt such fees and service charges for the following items, as it deems appropriate:

(a) Alarm permit.

(b) Reinstatement fee.

(c) False alarm fee.

(d) Late application fee.

(e) Renewal fee.

(2) Any failure to pay, within 30 days of billing, any fees authorized by this chapter shall result in a penalty assessment being added.

(3) The City of Rio Dell’s Master Fee Schedule adopted by the City Council as of the adoption date of this Ordinance is recited as follows (the “City of Rio Dell’s Master Fee Schedule”):

City of Rio Dell’s Master Fee Schedule (Alarm Ordinance):

<u>SERVICE OR CHARGE</u>	<u>FEES</u>
New alarm permits	Free
Renewal Fee (Every 2 years)	\$20.00
Late application fee	\$50.00
Permit reinstatement fee	\$100.00
False alarms	2 free per 12-month period
3 RD false alarm in 12-month period	\$75.00
4 TH false alarm in 12-month period	\$100.00
5 TH false alarm in 12-month period	\$150.00
Alarm permit violation – 1 st offense	\$50.00
Alarm permit violation –2 nd offense	\$100.00
Alarm permit violation –3 rd offense	\$150.00
Alarm permit violation – 4 th offense	Permit revoked
Alarm fees 30-day late payment penalty	\$5.00
Alarm fees 60-day late payment penalty	\$10.00
Alarm fees 90-day late payment penalty	\$25.00

The initial alarm permit will be free of charge. A renewal charge every two years of \$20.00 will be levied for all alarm permits. It is incumbent upon the subscriber to insure that the permit does not expire, and that the renewal application questionnaire is completed and returned to the Police Department in a timely fashion. If the Police Department responds to an alarm activation at a location that does not have a valid alarm permit on file, the responsible party will be notified of the need to obtain an alarm permit and will be assessed a late application fee of \$100 if the permit is not obtained within 30 days of the notification.

Failure to apply for a permit prior to installing an alarm will result in the new permit fee of \$50.00, late application fee of \$50.00, and alarm permit violation fee first offense of \$50.00.

Additional charges will be levied for false alarms in excess of the guidelines set forth in the alarm ordinance. A charge of \$100.00 will be levied for the reinstatement of any alarm permit previously revoked by the Chief of Police.

9.20.160 APPLICABILITY OF ORDINANCE TO EXISTING ALARM SYSTEMS

All alarm systems within the City of Rio Dell installed prior to the effective date of this chapter shall be brought within standards set forth within ninety (90) days of the effective date of this chapter.

9.20.170 REGULATIONS

The City of Rio Dell may, by resolution, adopt such rules and regulations necessary or appropriate to reduce or eliminate false alarms.

9.20.180 ENFORCEMENT

The Rio Dell Police Department shall enforce this chapter. Each violation shall constitute a separate offense.

9.20.190 POSTING THE PERMIT ON PREMISES

The alarm user's permit shall be posted on the premises where the alarm system is located.

9.20.200 CONFIDENTIALITY

Information furnished and secured pursuant to this chapter shall be confidential in character and shall not be subject to public inspection and shall be kept so that the contents thereof shall not be known except to persons charged with the administration of this subchapter or for legitimate law enforcement needs.

9.20.210 DISCONTINUANCE OF ALARM RESPONSE BY POLICE; PUBLIC NUISANCE

(1) Discontinuance of alarm response.

(a) The Rio Dell Police Department reserve the right to discontinue response to any location of a silent or audible alarm, where an alarm system has been declared a public nuisance by an Alarm Administrator. An alarm system may be declared a public nuisance when all of the following conditions have been met.

- (i) The alarm user permit has been revoked due to false alarms;
- (ii) The revoked alarm user permit has not been reinstated;
- (iii) The cause of the false alarms has not been corrected; or

(b) Any alarm that activates falsely more than two times per 24-hour period and is in apparent need of repair, adjustment or correction shall be deemed a nuisance by the Rio Dell Police Department. In order to minimize danger to emergency responders and to the public

during the response of any alarm, the on-duty watch commander or officer may use their discretion to discontinue additional responses. Any such decision shall be followed up by making the permittee or their alarm agent aware of the decision to discontinue response if possible. The Alarm Administrator or designee shall make the contact to relay the decision to discontinue response.

(2) *Unavailability or refusal by alarm user.* When an alarm user, responsible alarm agent, or property owner of an unsecured alarmed premises cannot be located or refuses the request from a police officer, the Police Departments shall be under no obligation to remain or secure the premises and the permittee's alarm permit may be subject to suspension or revocation.

9.20.220 DISCLAIMER OF THE RIO DELL POLICE DEPARTMENT

Passage of the ordinance codified in this chapter does not in any way constitute an agreement, in fact or implied, that the Rio Dell Police Department must respond to an activated alarm, even though an alarm user has fully complied with this chapter.

The Rio Dell Police Department and the City of Rio Dell shall not be liable in any manner whatsoever for any claim, demand or suit for damages arising out of or in any manner occasioned by connection to or use of any alarm system or device or by reason of Rio Dell Police Department failure or inability to respond to an alarm.

9.20.230 SEVERABILITY

The provisions of this subchapter are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this subchapter, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this subchapter, or the validity of its application to other persons or circumstances.

9.20.240 NON-EXCLUSIVITY

Nothing in this chapter shall limit or preclude the enforcement of other applicable laws.