



CITY COUNCIL AGENDA REGULAR MEETING 6:00 PM TUESDAY, AUGUST 18, 2026

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 <https://www.cityofriodell.ca.gov>. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.

City Council meetings are held in City Hall Council Chambers for in-person public attendance. The public may also attend these meeting virtually through Zoom.

Public Comment by Email:

In balancing the 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**. Written comments will be submitted to the City Council and included in the meeting minutes as part of the public record. 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.



In compliance with the Americans with Disabilities Act (ADA), if you require special assistance to participate in this meeting, please get in touch with the Office of the City Clerk at (707) 764-3532. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting. Assistive listening devices are now available for the hearing-impaired. Please see the City Clerk for a receiver.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

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. 2026/0818.01 - Approve Minutes of the August 4th, 2026, Regular Meeting
(DISCUSSION/POSSIBLE ACTION) - Pg.#4

2. 2026/0818.02 - Receive and File Check Register for July 2026 **(RECEIVE & FILE) - Pg.#11**

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

1. 2026/0818.03 - City Manager/Staff Update **(RECEIVE & FILE) - Pg.#16**

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

1. 2026/0818.04 - Joint Letter of Support for Opportunity Zone 2.0 Designation of Census Tracts in Arcata, Fortuna, and Rio Dell **(DISCUSSION/POSSIBLE ACTION) - Pg. #20**

2. 2026/0818.05 - Approval of Resolution No. 1681-2026 Amending the Wastewater Capital Budget and Approving the Purchase for the Replacement of Biosolid Dryer Rotary Unions **(DISCUSSION/POSSIBLE ACTION) - Pg. #24**

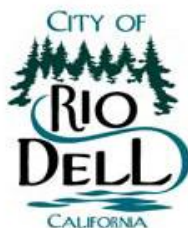
J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, September 1st, 2026 at 6:00 p.m.*



RIO DELL CITY COUNCIL
REGULAR MEETING – 6:00 P.M.
TUESDAY, AUGUST 4TH, 2026
 City Council Chambers
 675 Wildwood Avenue, Rio Dell

A. CALL TO ORDER

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

B. ROLL CALL

Present:

- Mayor Garnes
- Mayor Pro Tem Carter
- Council Member Wilson
- Council Member Woodall

Staff Present:

- City Manager Kyle Knopp
- Finance Director Travis Sanborn
- Water/Roads Superintendent Jensen
- Wastewater Superintendent Moore
- RDPD Chief Phinney
- Community Service Officer Clark
- City Clerk Jessica Hill
- Sr. Fiscal Assistant Rosa Maciel

Excused:

- Council Member Orr

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by the Council.

D. CEREMONIAL MATTERS

No ceremonial matters were presented.

E. PUBLIC PRESENTATIONS

Tawny Albers (sp?), a Rio Dell resident of 37 years, addressed the Council regarding several concerns: semi-trucks parking in residential areas; perpendicular parking and long-term parking of boats and other vehicles on City streets; off-road motorcycles operating within the City; and, without intending to disparage the Council or Police Department, a perceived lack of follow-through on nuisance complaints that he said discourages residents from reporting issues. She described a specific incident in which she called police three times in one evening (approximately 6:33 p.m., 8:04 p.m., and 10:23 p.m.) regarding a semi-truck parked on the sidewalk in a residential area with no police response, which she understood was due to the department responding to a domestic disturbance call that night. She stated the truck's driver had exceeded federal

hours-of-service limits and that she had reported the matter to the U.S. Department of Transportation. Mayor Garnes thanked her for the detailed, well-documented information she provided.

A community member who identified himself as the owner of the log truck referenced in the prior comment addressed the Council. He stated he had received a parking citation and has since obtained a permit to park the truck in front of his residence, that his work requires early morning and late hours, and that he and his wife, a longtime Rio Dell resident, have seven children between them. He stated he felt harassed by repeated complaints and calls regarding his truck despite having confirmed with police that his parking is legal.

Michael Panis, a retired public employee formerly of a water treatment facility, addressed traffic safety concerns on Riverside Drive, including vehicles he estimated traveling at speeds up to 60 miles per hour, and suggested speed humps near the elementary school. He also raised concerns about drivers using the neighborhood's dead end to turn around at high speed, and about the safety of passengers riding double on off-road motorcycles and quads without proper footpegs, handholds, or helmets. He noted that young children live and play near Riverside Park and asked the Council to consider these safety issues.

No further members of the public wished to address the Council. Mayor Garnes closed public presentations.

F. CONSENT CALENDAR

- 2026/0804.01 – Approve Minutes of the July 21st, 2026, Regular Meeting
- 2026/0804.02 – Adopt Resolution No. 1679-2026, a Resolution of the City Council of the City of Rio Dell Amending the Fiscal Year 2026-27 Budget to Appropriate an Amount Not to Exceed \$18,000 for Construction of the Concrete Slab for the Police Department Animal Kennel Project
- 2026/0804.03 – Authorize the City Manager to Execute Amendment No. 2 to the Professional Services Agreement with GHD Inc. for the Sanitary Sewer Evaluation Study (SSES), in the Amount of \$602,396.25, Increasing the Total Contract Amount to \$1,088,058.25, and Extending the Completion Date to December 1, 2027

Council Member Wilson asked whether Item 2026/0804.03 was related to the City Engineer presentation later on the agenda. City Manager Knopp confirmed the items are separate, and that the consent item authorizes continuation of the City's existing professional services contract with GHD for the SSES.

No items were removed from the Consent Calendar.

ACTION: Motion made by Council Member Wilson and seconded by Mayor Pro Tem Carter to approve the Consent Calendar as presented. Motion carried 4–0 (Council Member Orr excused).

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

No items were removed from the Consent Calendar.

H. REPORTS / STAFF COMMUNICATIONS

1. 2026/0804.04 – City Manager/Staff Update (RECEIVE & FILE)

City Manager Knopp reported that five individuals have pulled papers to run in the upcoming November election, noting that pulling papers does not guarantee a candidate will qualify for the ballot. He reported the filing deadline is August 7, 2026, which may extend an additional week for a seat without a qualifying incumbent or sufficient candidate filings. He reported that the State's draft Opportunity Zone 2.0 process, released that day, preliminarily recommends approval of Rio Dell's census tract (which runs from the Van Duzen River south to Redcrest and includes Rio Dell and Scotia) — a positive sign, though not yet a final designation — and thanked City staff and the Economic Development Ad Hoc Committee (Mayor Pro Tem Carter and Mayor Garnes) for their work on the application. He reported that letters of support for the application are due by August 28, 2026. He reported that the City is awaiting a Memorandum of Understanding with Redwood Coast Energy Authority (RCEA) regarding the City's share of funding for a Regional Climate Action Plan coordinator position currently being advertised by RCEA, at an anticipated annual cost to the City of approximately \$4,000 to \$5,000, and that staff will bring the MOU to Council once received.

Mayor Pro Tem Carter had no questions and noted a good month for animal control. Council Member Wilson asked staff to confirm the anticipated cost of the RCEA coordinator position, which City Manager Knopp confirmed was in the \$4,000 to \$5,000 range. Council members thanked City staff, police, and the fire department for their work during Wildwood Days, noting the community looked great and the event went smoothly. No members of the public had questions.

I. SPECIAL PRESENTATIONS / STUDY SESSIONS

1. 2026/0804.05 – Presentation and Update from City Engineer (DISCUSSION/POSSIBLE ACTION)

City Manager Knopp introduced the item, thanking GHD Inc. and City staff for their work on the City's capital projects. Rebecca Crow, PE, GHD Project Manager, introduced

GHD staff Steven Pearl and Michelle Davidson and presented the City's annual engineering project update.

Eel River Trail Accessible Ramp Project. Ms. Davidson reported that construction of the second, accessible-ramp phase of the Eel River Trail project is underway and expected to be substantially complete by the end of August, pending fabrication and installation of handrails. In response to Council Member Wilson's questions, staff confirmed the project connects the trail constructed last summer to the roadway in an accessible manner and does not involve the adjacent RV park. A member of the public asked about responsibility for litter along the trail; Mayor Garnes noted the question was unrelated to the construction update underway.

Pedestrian Connectivity Project. Mr. Pearl reported that construction funding has been allocated for new sidewalks on the northern portion of Painter Street, the northern portion of Center Street, and the eastern portion of Ireland Street, that the project will go out to bid soon following a final quality-control review, and that construction is anticipated in fall/winter 2026.

Cal OES Damage Repair Projects. Ms. Davidson provided updates on several earthquake-related repair projects: repairs to the Metropolitan Wells well pads are being finalized, with the wells remaining in production; bid documents for the Painter Street Tank project are out, with bid opening scheduled for August 11th; a notice to proceed has been issued for the Fern Street Lift Station repairs, with construction expected to begin in August; and the Chlorine Contact Basin and Infiltration Gallery repairs, whose scopes were combined and reduced following a site condition assessment (resulting in Cal OES budget savings), have been awarded, with the notice to proceed pending confirmation of lead times for FRP baffles and piping.

Water Distribution System Improvement Project. Ms. Davidson reported the project is nearing completion of the originally awarded bid items, with additional hydrants, valves, and pipe sections being added using available loan funding based on City priorities, coordinated with the Water/Roads Superintendent. The new 500,000-gallon water tank at the Douglas site is substantially complete and expected to be placed into service in the coming weeks. Work on the five Highway 101 crossings has gone well, with one pressure test remaining. In response to Council Member Wilson's questions, staff clarified that this project spans locations throughout the City, distinct from the separate Eel River Crossing pipeline project discussed next, and confirmed the contractor will be asked to complete remaining street-plate restoration, hydrant painting, and site cleanup sooner than originally planned.

Eel River Crossing Pipeline Retrofit (Final Design). Ms. Crow reported this FEMA Hazard Mitigation-funded project has remained at 60% design since May 2024 while

under review by Cal OES and FEMA, with Phase 2 funding anticipated within the next few months. Phase 2 funding would cover the remaining design work and 75% of construction costs; the City has a separate funding application pending with the State Water Board for the remaining 25%. The project would directionally drill a new water line beneath the Eel River near Aloha Avenue, replacing the existing pipeline currently suspended from the Eel River bridge and removing the City's backup water supply's reliance on the Caltrans bridge structure, while maintaining the water system's existing resiliency. In response to Council Member Wilson's questions, staff confirmed the existing pipeline on the bridge would be removed once the new line is in service and offered to follow up with project plans showing the new alignment in more detail.

Sanitary Sewer Evaluation Study (SSES) – Accomplishments and Next Steps. Ms. Crow, referencing the contract amendment approved on the Consent Calendar, summarized work completed to date under the SSES, including draft GIS mapping of the sewer collection system, system flow monitoring, pump station analysis, closed-circuit television inspection, calibration and validation of the sewer system model, preliminary design and funding work for the Painter Street sewer line project, and completed disinfection byproduct pilot testing and chlorination system upgrade design. She reported that the State Water Resources Control Board approved a funding amendment for the study, which is 100% grant funded, with remaining funds to be used to complete design of high-priority sewer main replacements identified through the study, in coordination with the Water/Roads Superintendent and Wastewater Superintendent.

Painter Street Sewer Line Replacement – Construction Update. Mr. Pearl reported that the sewer line, constructed in the 1960s, no longer has adequate capacity for the City's growth and has caused repeated sewer overflows at the Painter Street manhole; the City began evaluating solutions in 2018 and was awarded SWRCB construction funding, with construction underway since July. He described the project's design, including a transition manhole with a primary and secondary pipe alignment to manage a wide range of flows without the cost and power limitations of a pump station, and reported the construction crew is working through the treatment plant parcel and adjacent fields toward an anticipated completion by the end of October. Mayor Garnes and Council members thanked the Water/Roads Superintendent, Wastewater Superintendent, and the GHD project team for their work resolving an easement issue and coordinating the project.

No formal action was taken on this item; the Council received the presentation.

2. 2026/0804.06 – Appointment of an Ad Hoc Committee to Review Responses to the Humboldt County Grand Jury Report Related to Law Enforcement Emergency Preparedness (DISCUSSION/POSSIBLE ACTION)

City Manager Knopp reported that on June 17, 2026 the Humboldt County Grand Jury released a report titled "Emergency Preparedness: The Role of Local Law Enforcement Agencies," which requires a City response to its findings and recommendations, and recommended the Council appoint up to two Council members to an ad hoc committee to review the response before it returns to the full Council, anticipated to require one or two meetings. Council Member Wilson and Mayor Pro Tem Carter volunteered to serve. By consensus, the Council appointed Mayor Pro Tem Carter and Council Member Wilson to the ad hoc committee; no formal motion was required.

J. SPECIAL CALL ITEMS / COMMUNITY AFFAIRS / PUBLIC HEARINGS

1. 2026/0804.07 – Public Hearing on the Cost Recovery for the Abatement of 530 3rd Avenue (ACTION)

Community Service Officer Mary Clark presented the item, reporting that an abatement warrant was executed at 530 3rd Avenue on April 2, 2026, resulting in removal of a 40-yard dumpster of solid waste, and that the City's cost of the abatement was determined to be \$1,568.41. She reviewed the cost recovery process under Rio Dell Municipal Code Sections 8.10.310 through 8.10.330 and California Government Code Section 38773.5, which requires a public meeting followed by a public hearing, and recommended the Council open the public hearing, receive testimony, discuss the matter, and approve the Findings and Order Confirming Accounts and Assessment.

Mayor Garnes opened the public hearing. There were no questions from the Council, and no members of the public wished to comment. Mayor Garnes closed the public hearing.

ACTION: Motion made and seconded to approve the Findings and Order Confirming Accounts and Assessment for the abatement of 530 3rd Avenue. Motion carried 4-0 (Council Member Orr excused).

K. ORDINANCES / SPECIAL RESOLUTIONS / PUBLIC HEARINGS

No items were presented.

L. COUNCIL REPORTS / COMMUNICATIONS

Mayor Pro Tem Carter:

- Reported the Chamber of Commerce has moved its meetings to Tuesdays, with the next meeting scheduled for August 11th at 6:00 p.m. at the Resource Center.
- Noted the Chamber's ongoing fundraiser, with dinners cooked every Monday at DJ's Burger Bar.

- Reported she will attend the school board meeting on Thursday, August 13th, to seek an additional letter of support for the City's Opportunity Zone 2.0 application.

Council Member Woodall:

- Discussed the process for addressing the residential truck-parking concerns raised during public comment, noting the matter would first be referred to the Nuisance Advisory Committee, which could in turn refer specific issues to the Traffic Committee, with any resulting recommendation returning to the Council. Noted the issue had previously been addressed by the Nuisance Advisory Committee and requested copies of the Traffic Committee's minutes and any related permits, as well as the sections of the Rio Dell Municipal Code and California Vehicle Code addressing commercial vehicle parking, in connection with concerns raised during public comment from staff.

Mayor Garnes:

- Thanked City staff, police, and the fire department for their work during Wildwood Days, describing it as a safe, positive, and well-attended event.
- Thanked the volunteers who supported the Community Garden, calling it a highlight of the year, and thanked the community and staff broadly for a successful event.

M. ADJOURNMENT

ACTION: Motion to adjourn made by Mayor Pro Tem Carter, seconded by Mayor Garnes.
Motion carried 4–0.

The meeting adjourned at approximately 6:52PM. The next regular City Council meeting is scheduled for Tuesday, August 18th, 2026 at 6:00 PM.

APPROVED:

Debra L. Garnes, Mayor

ATTEST:

Jessica Hill, City Clerk

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
15392	7/10/2026	[4109] ACCESS HUMBOLDT	2nd Quarter fee Ending 6/30/2026	270.00
15393	7/10/2026	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR JUNE 2026 - City Hall & COPIER CHARGES FOR JUNE 2026 - PD	2,334.52
15394	7/10/2026	[3975] AT&T - 5709	FAX LINE EXPENSES FOR JUNE 2026 - PD, FAX LINE EXPENSES FOR JUNE 2026 - City Hall	73.16
15395	7/10/2026	[6252] AXON ENTERPRISE, INC.	Tasers	27,637.42
15396	7/10/2026	[2102] JOHN D BEAUCHAINE	Reimbursement for AutoZone Purchase	37.22
15397	7/10/2026	[7607] BRIDENSTINE, SEBRINA	CUSTOMER DEPOSIT REFUND	127.21
15398	7/10/2026	[7848] CADY, JULIE & CHINNICI, ANTONIO	CUSTOMER DEPOSIT REFUND	263.67
15399	7/10/2026	[2273] CALIFORNIA RURAL WATER ASSOCIATION	Annual CRWA Membership	1,042.00
15400	7/10/2026	[2293] CITY OF FORTUNA	Police Dispatch for July 2026	8,979.41
15401	7/10/2026	[7425] CIVICPLUS LLC	Annual Fees	6,101.36
15402	7/10/2026	[5940] CLARK, MARY	Reimbursement Boot Allowance	102.54
15403	7/10/2026	[2304] COLLEGE OF THE REDWOODS	Feb. First Aid/CPR Course	170.00
15404	7/10/2026	[7055] CONGDON, CAYLEE	CUSTOMER DEPOSIT REFUND	143.71
15405	7/10/2026	[8169] EUREKA FLOOR CARPET ONE	PD Reflooring	20,300.00
15406	7/10/2026	[5871] FASTRAK	Richmond-San Rafael Bridge	8.50
15407	7/10/2026	[7826] FRENCH, TONI & EZRA SMITH	CUSTOMER DEPOSIT REFUND	300.00
15408	7/10/2026	[4855] FRESHWATER ENVIRONMENTAL SERVICES	Training for Waste Water	2,050.00
15409	7/10/2026	[5765] GARNES, DEBRA	CalCities Annual Conference 2026 (Airfare & Conference Dues)	1,560.75
15410	7/10/2026	[5052] GHD, INC	Professional Services Rendered Through 5/30/2026: Rio Dell On-Call	2,356.50
15411	7/10/2026	[4099] HARPER MOTORS	Inspection, Diagnosis, and Repair on '21 Ford Interceptor	525.00
15412	7/10/2026	[2457] HUMBOLDT COUNTY CLERK-RECORDER	Copies	5.00
15413	7/10/2026	[7888] HUMBOLDT HUMAN dba: CRITTERS WITHOUT LITTERS	Kali (Dog-F), Pup Pup (Dog-F), Dallas (Cat-M), Hazel (Cat-F)	450.00
15414	7/10/2026	[2691] HUMBOLDT SENIOR RESOURCE CENTER/ADULT DAY HEALTH, INC	Transportation Services 2026 to 2027	6,500.00
15415	7/10/2026	[2465] HUMBOLDT TRANSIT AUTHORITY	2026-2027 JPA Contribution for RTS, JPA Member Assessment RTS	118,242.00
15416	7/10/2026	[2474] HUMMEL TIRE & WHEEL, INC	Tire for '23 Dodge Charger	338.74
15417	7/10/2026	[2519] LC ACTION POLICE SUPPLY	Suppressor, Adapter, Sights	525.60
15418	7/10/2026	[2569] MICROBAC LABORATORIES, INC.	Coliform Presence/Absence, ELAP Certification Fee, BOD & NFR, ELAP Certification Fee, Coliform Presence/Absence, ELAP Certification Fee, Total Coliform Bacteria 3x5	426.00

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
15419	7/10/2026	[3006] MISSION LINEN SUPPLY, INC	Maintenance & Cleaning of PW Shirts, Clean Mop Head, Clean Mop Head, Maintenance & Cleaning of PW Shirts, Clean Mop Head, Maintenance & Cleaning of PW Shirts, Clean Mop Head, Clean Mop Head, Towels, and Toilet Paper, Hand Soap, Maintenance & Cleaning of PW Shirts, Clean Mop Head	285.82
15420	7/10/2026	[6100] NORTHERN CALIFORNIA GLOVE	Gloves, Glasses, Vests, and Gloves	551.55
15421	7/10/2026	[7765] OLSEN, ADRIAN M	CUSTOMER DEPOSIT REFUND	173.65
15422	7/10/2026	[2619] PITNEY BOWES, INC.	Red Ink	123.59
15423	7/10/2026	[6649] SALSTROM, CALEB	Facade Improvement Project @ 371 & 375 Wildwood	6,464.46
15424	7/10/2026	[2693] SHELTON'S AUTO LUBE	Oil Change on '21 Ford Explorer	137.00
15425	7/10/2026	[7185] STAPLES ADVANTAGE	Epson Ribbon, Rubber Bands, Drum Unit	176.97
15426	7/10/2026	[2715] STEWART TELECOMMUNICATION	Phone Lines PD - August 2026, Phone Lines City Hall - August 2026	566.63
15427	7/10/2026	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR MAY 2026	5,415.00
15428	7/10/2026	[8024] WATT'S CLEANING SERVICES	Weekly Cleaning for June '26	570.00
15429	7/10/2026	[7988] LIBBIANNE R WOLFE	Reimbursement Boot Allowance, Reimbursement Boot Allowance	277.46
15430	7/10/2026	[8025] WOODS PEST CONTROL, INC.	General Pest Cycle - 675 Wildwood	135.00
15431	7/17/2026	[6469] RH CONSTRUCTION	Alicia Thompson @ 1175 Eeloa Ave	20,900.00
15432	7/23/2026	[8172] AT&T - 5019	Fiber Optic for City Hall & PD - June '26	1,355.09
15433	7/23/2026	[4603] CA BUILDING STANDARDS COMMISSION	PERMIT ASSESSMENT FEES FOR APRIL THROUGH JUNE 2026	41.40
15434	7/23/2026	[7425] CIVICPLUS LLC	Upgrade Municode to AMM Select for Agenda Management	5,000.00
15435	7/23/2026	[5940] CLARK, MARY	Reimbursement	76.56
15436	7/23/2026	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 7/10/2026	150.00
15437	7/23/2026	[7852] CSG CONSULTANTS	Franchise Agreement Analysis/Negotiation Assistance	717.50
15438	7/23/2026	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	Fingerprint Apps & FBI, Blood Alcohol Analysis Partial from April Invoice	84.00
15439	7/23/2026	[2342] DEPT OF CONSERVATION DIVISION OF ADMIN.	STRONG MOTION INSTRUMENTATION & SEISMIC HAZARD MAPPING FEE FOR APRIL-JUNE	38.54
15440	7/23/2026	[5568] DIVISION OF THE STATE ARCHITECT	DISABILITY ACCESS & EDUCATION FEES FOR APRIL THROUGH JUNE 2026	53.20
15441	7/23/2026	[2405] FORTUNA ACE HARDWARE	Cultivator Wood	59.11
15442	7/23/2026	[7146] ALFONSO C GARCIA	Overpayment on AFLAC Insurance	82.54
15443	7/23/2026	[8173] GENERAL EQUIPMENT COM.	Chain, Roller, Swivel	548.93
15444	7/23/2026	[5052] GHD, INC	Professional Services Rendered Through 6/27/2026: Fern Street Lift Station Damage Repair Project, Professional Services Rendered Through 6/27/2026: Infiltration Gallery Damage Repair Project	810.00
15445	7/23/2026	[8176] GIERLICH-MITCHELL, INC.	1yr Preventative Maintenance Agreement, Brush and Intake	12
15446	7/23/2026	[6486] GREEN TO GOLD ENTERPRISES LLC	Sealant, PVC and Coupler	12

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
15447	7/23/2026	[2437] HACH	Reagent Set, Chlorine Total CL17; CL17 Pre-Assy Maintenance	1,003.55
15448	7/23/2026	[4214] HUMBOLDT CO OFFICE OF EDUCATION	Property Receipt, Vehicle Tag, EPO, Juvenile Petition	134.15
15449	7/23/2026	[6410] HUMBOLDT LODGING ALLIANCE	HCTBID TOT Assessment Tax Fee Report Form April-June 2026	171.67
15450	7/23/2026	[2519] LC ACTION POLICE SUPPLY	Suppressor, Adapter, Sights	649.03
15451	7/23/2026	[2569] MICROBAC LABORATORIES, INC.	BOD & NFR, ELAP Certification Fee, ELAP Certification Fee, Nitrate and/or Nitrite, Nitrogen-Total Kjeldahl, Purgeables by GC/MS, Total Coliform Bacteria 3x5, Total Dissolved Solids, Total Nitrogen (calculation) Coliform Presence/Absence, ELAP Certification Fee, BOD & NFR, ELAP Certification Fee, Coliform Presence/Absence, ELAP Certification Fee, ELAP Certification Fee, Total Coliform Bacteria 3x5, ELAP Certification Fee, Total Coliform Bacteria 3x5, Coliform Presence/Absence, ELAP Certification Fee, Aqueous Sample Digestion, ELAP Certification Fee, EPA 8260B, ICP-OES Metals, Nitrate and/or Nitrite, Nitrogen - Total Kjeldahl, Organochlorine Pesticides and PCBs, Total Coliform Bacteria 3x5, Total Dissolved Solids, Total Nitrogen (calculation)	3,231.00
15452	7/23/2026	[2570] NILSEN COMPANY	Solar Salt 40#, Solar Salt 40#	3,085.58
15453	7/23/2026	[5934] NORTH COAST JOURNAL, INC	Public Notice x2	420.00
15454	7/23/2026	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR AUGUST 2026	3,329.25
15455	7/23/2026	[6943] PACE SUPPLY CORP	Dual Armor	1,248.30
15456	7/23/2026	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserves on 7/20/26, Postage Purchased for Reserves on 7/23/26	800.00
15457	7/23/2026	[7328] PROVIDENCE	SERT - Counseling and Evidence	1,481.00
15458	7/23/2026	[2693] SHELTON'S AUTO LUBE	Oil Change '21 Toyota Tacoma	100.75
15459	7/23/2026	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR JULY 2026	182.40
15460	7/23/2026	[4570] SHRED AWARE	Shredding	81.13
15461	7/23/2026	[7316] SILKE COMMUNICATIONS SOLUTIONS, INC	Out Fitting New PD Vehicle	26,368.22
15462	7/23/2026	[2682] SMALL CITIES ORGANIZED RISK EFFORT (SCORE)	Liability Insurance Premium, Annual Premium for Property Insurance, Property Banking Layer Deposit, 1st Quarter Premium for Worker's Compensation Insurance, Annual Premium for ERMA/EPLI Insurance, Annual Premium for ADWRP Insurance, Annual Premium for EAP	262,619.00
15463	7/23/2026	[2724] STATE WATER RESOURCES CONTROL BOARD	Exam Application Wastewater Treatment Plant Operator Grade 2	201.00
15464	7/23/2026	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR JUNE 2026, LEGAL SERVICES FOR JUNE 2026, LEGAL SERVICES FOR JUNE 2026	15,614.53

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
15465	7/23/2026	[2735] TIMES-STANDARD	Notice of CC Election Nov. '26	186.50
15466	7/23/2026	[2748] UNDERGROUND SERVICE ALERT	2026 Membership	537.36
15467	7/23/2026	[2773] WCP SOLUTIONS	11x17 Paper Annual Order, Standard Paper Annual Order	683.07
15468	7/23/2026	[2744] JULIE WOODALL	City Beautification Reimbursement	405.37
15469	7/23/2026	[2787] WYCKOFF'S	Filter Housing, Poly Combo, Adapter, Bushing, Nipple, Pipe	25.08
15470	7/31/2026	[3199] UNITED STATES TREASURY	Form 941, 2nd Quarter 2026	256.33
Total Checks/Deposits				580,876.93

Ref#	Date	Vendor	Description	Amount
6/30/2026	6/30/2026	ELECTRONIC FUNDS TRANSFER	EFT: BANK OF AMERICA CREDIT CARD PAYMENTS FOR JUNE 2026	-3038.77
6076204	7/03/2026	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 06/26/2026	-13,792.98
394-448	7/06/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 06/26/2026	-3,634.66
4165360	7/06/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 06/26/2026	-18,713.33
NSF CHECK	7/08/2026	WITHDRAWAL	DEPOSITED ITEM RETURNED	-191.26
9985057	7/10/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 07/10/2026	-3,590.73
9985046	7/14/2026	ELECTRONIC FUNDS TRANSFER	EFT: DEARBORN LIFE INSURANCE PAYMENT FOR JULY 2026.	-428.50
9961862	7/14/2026	ELECTRONIC FUNDS TRANSFER	EFT ONLINE OPTIMUM BUSINESS JULY 2026. PW 475 Hilltop Drive	-335.31
9985047	7/15/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR JUNE/JULY 2026.	-20,941.69
9961863	7/16/2026	ELECTRONIC FUNDS TRANSFER	EFT: LOAN 1144-CRD-05, Interest payment for July 2026.	-11,181.36
6993169	7/17/2026	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT For Retired Employee	-193.52
9961866	7/20/2026	ELECTRONIC FUNDS TRANSFER	EFT: EDD PAYROLL TAXES FOR RETIREE'S FINAL PAY CHECK	-165.19
9961865	7/20/2026	ELECTRONIC FUNDS TRANSFER	EFT: EFTPS PAYROLL TAXES FOR RETIREE'S FINAL PAY CHECK	-1,046.04
9985055	7/20/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 07/10/2026	-18,689.14
9985051	7/20/2026	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 07/10/2026	-13,969.85
9961864	7/21/2026	ELECTRONIC FUNDS TRANSFER	EFT: BENEFIT BRIDGE/PUBLIC AGENCY PAYMENT FOR AUG 2026	-46,470.94
9985049	7/21/2026	ELECTRONIC FUNDS TRANSFER	EFT: PG&E Payment for July 2026 for Streets Light @Northwestern Ave.	-49.75
9985044	7/21/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR VSP INSURANCE ONLINE PAYMENT FOR JULY 2026	-491.48
9961867	7/21/2026	ELECTRONIC FUNDS TRANSFER	EFT ONLINE OPTIMUM PUBLIC JULY 2026	-689.95
9985045	7/22/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR METLIFE ONLINE PAYMENT FOR AUGUST 2026. FY2026-2027	-2,223.88
698656	7/23/2026	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE ONLINE PAYMENT FOR JULY 2026.	-1,647.96
4070419	7/28/2026	ELECTRONIC FUNDS TRANSFER	EFT: WEX ONLINE FUEL CARDS FOR JUNE/JULY 2026.	-4,684.64
22828	7/30/2026	ELECTRONIC FUNDS TRANSFER	EFT: CREDIT CARD TRANSACTIONS FOR U/B & MISC DEPOSITS FOR JULY	9
1626490	7/31/2026	ELECTRONIC FUNDS TRANSFER	EFT: BANK OF AMERICA CREDIT CARD PAYMENTS FOR JULY 2026	-1,149.52

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
9985050	7/31/2026	WITHDRAWAL	ANALYSIS SERVICE CHARGE FOR JULY 2026	-341.16
Total EFT's/Bank Withdrawals				-169,150.60

Ref#	Date	Vendor	Description	Amount
TRX TO PR	7/02/2026	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 06/26/2026	-52,094.92
9985052	7/16/2026	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 07/10/2026	-52,695.90
TRX TO PR	7/21/2026	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR RETIREE'S FINAL PAY CHECK	-3,801.21
9985053	7/30/2026	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 07/24/2026	-54,289.76
Total Transfer Between Accounts				-162,881.79

Ref#	Date	Vendor	Description	Amount
9985043	7/10/2026	WITHDRAWAL	US Bank Debit Card To Amazon.com for a new monitor	-153.89
Total Debit Card Withdrawals				-153.89



Staff Highlights – 2026-08-18

City Council

City Manager

Recruitment for a new Finance Director is underway.

Met with Scotia CSD to discuss technical aspects of cross connections for both water and wastewater. Scotia's engineer, SHN will work with Rio Dell engineer GHD on drafting a funding agreement for their assistance on the project, which the State has requested of Scotia. There will be no cost to the City.

Multiple meetings with CalCities related to recent legislative priorities, including Term Reform and substantial liability shifts from utility caused wildfires to city and county governments.

CM will be attending a meeting with Ferndale and Fortuna to discuss potential cost sharing for a Small Business Development "neighborhood center" that would serve the Eel River Valley and be located in Fortuna. This item may come before the City Council if viable.

City Clerk

City Attorney

Human Resources, Risk & Training

Finance Department

Public Works Water

Performed Chlorine Residual Tests Weekly (Monday, Wednesday, Friday) at City Hall and Douglas Street (Entered Data into Excel Spreadsheet)

Obtained Grab Samples for Bacteriological Testing performed by Micro Labs in Arcata [Performed Every Tuesday at various locations and three (including Monument residence and Eel River source water) on every third Tuesday of the month]

Marked/Responded to USA's on: North Pacific, Walnut, Center/Ireland, Hilltop, Walnut/Davis, Belleview, and traced Walker St. sewer laterals

Calibrated pH probes at surface water treatment plant



Started Asset Inventory and assessment list for maintenance and future budgeting

Reduced Eel River Raw water pump flow for dry weather/late summer river conditions

Repaired two main line leaks at upper Monument Rd

Measured ground water well depths and ran generator at Metro Wells

Repair water leak on Webb st.

Deactivated worn fire hydrant from service on Wildwood ave. due to underground leak

Flushed dead end line on Hilda Court through hydrant

Public Works Wastewater

Assisting Mercer-Frasier with the Painter Street Upsizing project

Continuing work with North Coast Section Wastewater board with CWEA

Continuing grease trap inspection to reduce FOG in collection system

Offering tours of waste plant to any interested party

Working on quarterly reports to the state and any other reports the state may need

Furthering water education to obtain water distribution certification

Identifying infiltration and intrusion throughout collection system

Maintenance and repairs on Wastewater treatment plant analyzers and equipment

Weekly and monthly sampling and monitoring.

Weekly and monthly treatment plant washdowns and cleaning inside tent

Maintenance on Belt Press and Biosolids Dryer

Cleaning and maintenance on Headworks equipment

Working with GHD on multiple projects

Public Works Streets, Buildings and Grounds

Annual fire extinguisher inspection, certification, and recharges performed by Eureka Oxygen for all city extinguishers.



Staged dog park equipment and marked installation area. Submitted USA for work to proceed.

Replaced damaged stop sign at Pacific/Rio Vista

Installed exhaust fan in Gallery building to help with pump controllers heat issue

Put up temporary Algae warning signs at various Eel River access points

Mowed and weed whacked all of the Parks, City Hall, and the North/South Gateways

Public Works City Engineer

Public Works Capital Projects

Police Department

Patrol Statistics:

During July 16th – August 3rd 2026, the Rio Dell Police Department handled 365 total incidents of which 191 were calls for service and 174 were proactive contacts/stops. 7 arrests were made. A total of 2 citations were issued for traffic offenses or other miscellaneous criminal violations. 21 total cases requiring investigation were taken.

Staffing:

- FULL STAFF.

Community Events / Notable Cases:

- Fundraising for the kennel kicked off including hundreds of letters sent to businesses with a license with Rio Dell. As of 8/3/26 a total of **\$7,110.50** has been donated to the project.
- **Wildwood Days** was largely attended and successful this year. Both the Chief and Corporal Landry spent time in the “Dunk Tank” supporting a good cause. Officers also participated in the Parade and Cruise and had a solid presence around events this year. No issues to note!
- Case taken involving a volunteer embezzling gasoline from the Rio Dell Volunteer Fire Department. Chief Heussler discovered the theft, reviewed evidence discovered it going back at least a year, and was proactive in reporting it and working with PD on the matter. Investigation is ongoing with an arrest expected to be made in the near future.

CSO Total calls for service: 63

Abatement Projects:

Residential Abatement:



- 38 Active Cases
- Costs recovered for abatement at 337 Second Avenue
- Progressing towards an abatement at 289 Berkeley Street

Vehicular Abatement:

- 10 total cases
- 2 vehicles towed

Animals

- 12 animal-related calls for service
- 1 dog transported to FOPD kennels then reunited with family of the owner
- Multiple dog license notifications sent

Community Development Department

Intergovernmental

Humboldt-Rio Dell Business Park



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

August 18, 2026

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Joint Letter of Support for Opportunity Zone 2.0 Designation of Census Tracts in
Arcata, Fortuna, and Rio Dell

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Staff recommends that the City Council authorize the Mayor to execute the joint letter of support, addressed to Governor Gavin Newsom, urging the State to include census tracts 06023001001 (Arcata), 06023010901 (Fortuna), and 06023011100 (Rio Dell) in California's final Opportunity Zones 2.0 nomination to the U.S. Department of the Treasury.

BACKGROUND AND DISCUSSION

The federal Opportunity Zones 2.0 program allows each state to nominate qualifying low-income census tracts for designation, which in turn makes those tracts eligible for preferential capital gains tax treatment on long-term private investment. The California Department of Finance has issued a draft recommendation for the state's OZ 2.0 nominations, which includes Rio Dell's census tract 06023011100.

City staff, working with counterparts in Arcata and Fortuna, prepared a joint mayoral letter (Attachment A) formally concurring with the Department of Finance's draft recommendation and requesting that all three Humboldt County tracts be carried forward into the State's final nomination submitted to the U.S. Department of the Treasury. Submitting a joint, multi-city letter is intended to strengthen the case for the region as a whole during the public comment period.

Rio Dell's designated tract includes areas still recovering from the December 2022 Ferndale earthquake, which damaged an estimated 25 percent of the city's building stock but was never

federally declared a disaster. OZ 2.0 designation would give the city an additional tool to attract private capital to support that recovery and to build on recent public investments in the area, including the \$57.4 million CAL FIRE Humboldt-Del Norte Unit headquarters project.

The letter also documents the basis for designation in Arcata (the city's downtown core, including areas affected by the January 2, 2026 fire) and Fortuna (core commercial and residential areas facing population decline and above-average poverty rates), reflecting the shared regional economic development interest among the three cities.

The State's public comment period on the draft recommendation closes with a final nomination submission deadline of August 28, 2026, which must be filed electronically. Council action at this meeting is needed to allow the signed letter to be transmitted before that deadline.

///



CITY OF ARCATA • CITY OF FORTUNA • CITY OF RIO DELL
Humboldt County, California

August 24, 2026

Governor Gavin Newsom
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Joint Letter of Support for Designation of Census Tracts 06023001001 (Arcata), 06023010901 (Fortuna), and 06023011100 (Rio Dell) as California Opportunity Zones 2.0

Dear Governor Newsom:

On behalf of the cities of Arcata, Fortuna, and Rio Dell, we write jointly to express our strong concurrence with the California Department of Finance's draft recommendation to nominate the following census tracts for designation as Opportunity Zones under the federal Opportunity Zones 2.0 program, and to respectfully request that your office include all three tracts in the State's final nomination submitted to the U.S. Department of the Treasury:

City	Census Tract	County
Arcata	06023001001	Humboldt
Fortuna	06023010901	Humboldt
Rio Dell	06023011100	Humboldt

Each of our three census tracts meets the federal eligibility criteria for Opportunity Zones 2.0 designation, and each represents a community with a genuine and demonstrated need for the long-term, patient capital investment this program is designed to attract. While each city brings a distinct set of circumstances, we share a common interest in the economic revitalization of the greater Humboldt County region, and we believe the case for all three designations is strengthened when presented together.

Arcata's designated tract encompasses the city's downtown core, the economic, cultural, and civic heart of the community. The area is well positioned to benefit from reinvestment in mixed-use development, housing, small business growth, and critical downtown infrastructure. The tract also

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Humboldt County, California

includes properties impacted by the January 2, 2026, fire for which Governor Newsom proclaimed a state of emergency.

Fortuna's designated tract reflects the city's ongoing efforts to repurpose and revitalize its core commercial and residential areas amid a declining population base and a poverty rate well above state and national averages. OZ designation would materially support the city's General Plan Update and broader economic development priorities, and further leverage several existing local and state infrastructure investments including the Great Redwood Trail.

Rio Dell's designated tract includes a community still recovering from the December 2022 Ferndale earthquake, which damaged an estimated 25 percent of the city's building stock yet was never federally declared as a disaster. OZ designation would provide a meaningful tool to attract the private capital needed to accelerate that recovery and build on recent infrastructure and capacity investments made by the city and state, including the new \$57.4 million CAL FIRE regional headquarters.

Humboldt County's rural communities face persistent structural economic challenges, including limited access to capital markets, an aging building stock, and a shrinking working-age population. The Opportunity Zones 2.0 program offers one of the few federal tools capable of directing private investment to communities like ours at the scale needed to make a difference. We respectfully urge that the State's final nomination reflect the draft recommendation and include all three census tracts identified above.

We appreciate the Administration's work to develop a thoughtful and data-driven draft recommendation, and we appreciate the opportunity to formally concur in that recommendation on the record during the public comment period. Should you or your staff have any questions or require additional information from any of our three cities, please do not hesitate to contact any of the undersigned or our respective city managers.

Respectfully,

Kimberley White
Mayor, City of Arcata

Mike Johnson
Mayor, City of Fortuna

Debra Garnes
Mayor, City of Rio Dell

cc:
California Governor's Office of Business and Economic Development (GO-Biz)
California Department of Finance, OZ 2.0 Public Comment Portal
City Managers of Arcata, Fortuna and Rio Dell

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Humboldt County, California



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

August 18, 2026

TO: Rio Dell City Council

FROM: Marshall Moore, Wastewater Superintendent

SUBJECT: Approval of Resolution No. 1681-2026 Amending the Wastewater Capital Budget
and Approving the Purchase for the Replacement of Biosolid Dryer Rotary
Unions

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution No. 1681-2026.

BACKGROUND

Due to continued and constant operation and the constant maintenance issues of the Rotary Unions it is the recommendation of the staff to purchase replacement rotary unions.

The recommendation from BCR is to purchase new Rotary Unions due to the close approximate cost of refurbishing.

The cost of the new Rotary Unions is \$22,086.00 with a four-week lead time.

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RESOLUTION NO. 1681-2026
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING THE
FISCAL YEAR 2026-27 BUDGET TO APPROPRIATE FUNDS FOR REPLACEMENT OF
BIOSOLID DRYER ROTARY UNIONS AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City Council adopted the Fiscal Year 2026-27 Operating and Capital Budget on June 2, 2026, by Resolution No. 1671-2026; and

WHEREAS, the biosolid dryer at the City's wastewater treatment plant has been in continued and constant operation, resulting in ongoing maintenance issues with the unit's rotary unions; and

WHEREAS, the Wastewater Superintendent recommends purchase of two (2) replacement rotary unions, as the cost of refurbishing the existing rotary unions is closely comparable to the cost of new units, per BCR Environmental Corp. Quotation No. N011179, dated August 7, 2026, for two (2) Kadant 2600ELSXJARFZQ-HO 2-1/2 IN D.I. Super-B Johnson Joint rotary unions (Part ID #16M52965); and

WHEREAS, the total estimated cost of the new rotary unions per Quotation No. N011179 is \$22,086.00, on a parts-only basis with shipping billed as actual FOB Michigan, and an estimated four-week lead time; and

WHEREAS, the purchase exceeds the City's \$5,000 capitalization threshold and is a capital expenditure properly accounted for in the Sewer Capital Fund (052); and

WHEREAS, this equipment need was identified after adoption of the FY 2026-27 budget and is not included in the adopted Capital Projects Summary, and Section 3 of Resolution No. 1671-2026 provides that budget adoption does not approve expenditures beyond existing purchasing authority; and

WHEREAS, RDMC 3.30 prohibits a purchase unless an unencumbered appropriation exists in the account against which it is charged; and

WHEREAS, sufficient fund balance is available in the Sewer Capital Fund (052) to fund this appropriation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rio Dell as follows:

Section 1. The FY 2026-27 budget is hereby amended to appropriate \$22,086.00 from available Sewer Capital Fund (052) fund balance to capital outlay account for purchase of two (2) replacement rotary unions for the biosolid dryer, per BCR Environmental Corp. Quotation No. N011179. The authorized use of \$22,086.00 fund balance is increased from \$544,035.00 to \$566,021.00

Section 2. The City Manager is authorized to execute the purchase of the replacement rotary unions consistent with this appropriation, and the Finance Director is authorized to record the equipment as a capital asset and to self-assess and remit applicable use tax to the California Department of Tax and Fee Administration, if applicable.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED by the City Council of the City of Rio Dell on this 18th day of August, 2026, by the following roll call vote:

Ayes:

Noes:

Abstain:

Absent:

Debra L. Garnes, Mayor

ATTEST:

Jessica Hill, City Clerk



Date: 08/07/2026

PREPARED FOR: Marshall Moore
Rio Dell Treatment Facility
475 Hilltop Drive
Rio Dell
California/Humboldt
95562

QUOTATION # N011179

RE: Procure (2) Rotary Unions
Service Call #: SC006479 - Rio Dell Treatment Facility - 2026-07-20

BCR is pleased to submit this Proposal for the above referenced project. This proposal is good for 30 days. Should this proposal be acceptable, please sign, date and return a copy to your BCR Representative. Thank you for this opportunity to be of service.

Standard Quotation Details	
Quote Title	Procure (2) Rotary Unions
Summary/Scope of Work	Procure (2) Kadant- 2600ELSXJARFZQ-HO 2-1/2 IN D.I. SUPER-B JOHNSON JOINTS M-2 IN 300 LB FLANGED, P 1-1/4 IN 300 LB FLANGED, S 1-1/4 IN Part ID # 16M52965
Shipping Notes	Shipping is estimated and will be billed as actual FOB (Michigan)
Disclosure Notes	Parts Only Order Lead time = 4 weeks

QUOTE TOTAL:	\$22086.00
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Acceptance of Quote # N011179

Signature: _____

Name: _____

Title: _____

Date: _____

Customer Purchase Order #: _____

BCR Representative	Tom Overfield
BCR Representative Email	toverfield@bcrinc.com

BCR Environmental Corporation
100 N Laura Street STE 601
Jacksonville, FL 32202
O: 904.819.9170 C: 904.616.3194

1. TERMS AND CONDITIONS OF PURCHASE

TERMS APPLICABLE: The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders acknowledged by BCR Environmental, Corp. ("Seller") for the sales of products, equipment and parts relating thereto ("Products"). This quotation or acknowledgment is expressly made conditional upon Buyer's assent to such terms and conditions. Any of Buyer's terms and conditions which are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. Objections to any terms and conditions contained herein shall be deemed waived if Seller does not receive written notice thereof within 20 days of the date of this quotation or acknowledgment. Buyer in any event will be deemed to have assented to the terms and conditions contained herein if delivery of any Product is accepted. The term "this Agreement" as used herein means this quotation or acknowledgment or purchase order, together with BCR's proposal and any attachment hereto, any documents expressly incorporated by reference and these Standard Terms and Conditions of Sale. Terms are cash unless otherwise agreed upon in writing.

TERMS OF PAYMENT: All invoices are due and payable in Jacksonville, FL. All credit sales are due in full according to the schedule in the proposal Payment Terms. Accounts past due shall accrue interest at 2% per month or the highest lawful rate allowed by applicable law. Prices and design are subject to change without prior notice.

ACCEPTANCE: The terms and conditions of this Offer for Sale shall apply and become a part of the contract between Seller and Buyer unless specifically changed in writing and signed by an executive officer of Seller. The terms and conditions of this Offer for Sale shall in all cases, without exception, control and take precedence over any terms and conditions in Buyer's acceptance. Buyer's acceptance of this Offer for Sale shall be prima facie evidence of acceptance by Buyer of Seller's terms and conditions as controlling. Any conflicting terms and conditions in any document (including our proposal), Buyer's purchase order, acknowledgement or other document utilized by Buyer in this transaction, are expressly rejected by Seller.

FORCE MAJEURE: (a) Force Majeure Defined. For the purpose of this Agreement "Force Majeure" will mean all unforeseeable events, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) Suspension of Obligations. If Seller is unable to carry out its obligations under this Agreement due to Force Majeure, and the Seller promptly notifies the Buyer of such delay, then all obligation that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

WARRANTY: (a) Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects

applicable, shall in no event exceed the lesser of the amount paid by Buyer or contract price. The foregoing notwithstanding, if applicable, any claims for (i) delay in delivery shall not exceed 5% of the sum of money received by Seller and (ii) breach of performance guarantees (if any apply) shall not exceed 10% of the order price.

(c) The limitations and exclusions of liability set forth in this paragraph 6 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof shall terminate on the second anniversary of the date of this Agreement.

INDEMNITY: Buyer agrees to indemnify and hold Seller harmless for loss due to any fines, penalties and corrective measures necessary to comply with laws, rules and regulations, as well as injuries, losses or claims in connection with the Buyer's use or operation of the Products. Seller agrees to indemnify and hold Buyer harmless for loss due to any fines, penalties and corrective measures necessary to comply with laws, rules and regulations in connection with the design or manufacture of purchased Products.

CANCELLATION BY PURCHASER: The proposed system is sold on a final, non-cancelable, non-returnable, non-refundable basis. Buyer agrees to complete the payment commitments as outlined in the Payment Terms captured in the attached Firm Proposal.

DELIVERY: The price and delivery of all Products, are Ex Works (according to Incoterms 2010) Seller's factory. All shipments are made Ex Works our plant. If the purchase price has been paid in full prior to shipment, then title to the Products shall pass to Buyer when the Products are duly delivered to the carrier (Carrier) selected by Buyer or, at Buyer's request, by Seller, at Seller's factory, except where Buyer requests a delay in shipment, in which case the title shall pass to the Buyer when the Products are ready for shipment. If Buyer requests a delay in shipment, then Buyer shall pay Seller's standard storage charges for the period from the date Products are ready for shipment to the actual date of shipment, Buyer will provide a certificate of insurance for the product while it is being stored. If the purchase price has not been paid in full, title to Products does not pass from Seller to Buyer until Seller receives payment in full. Buyer expressly agrees not to commercially operate the Products until Seller has received payment in full.

RISK OF LOSS: The risk of loss to the Products shall pass to Buyer when the Products are duly delivered to the Carrier at Seller's factory or earlier if title passes to Buyer as listed above. The processing of freight claims or loss claims is the responsibility of Buyer.

CONFIDENTIALITY: Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation or acknowledgment includes Seller's confidential and proprietary information, both of a technical and commercial nature and it is subject to the Non-Disclose and Confidentiality Agreement executed by Buyer. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty free, perpetual license to use Seller's confidential and proprietary information for purposes of this specific order and the Products that are the subject hereof only. In addition to any separate obligations under the Non-Disclosure and

in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products or 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship and within 10 days of such discovery gives Seller written notice thereof, Seller will either deliver to Buyer a replacement part, or repair the defect Ex Works (according to Incoterms 2010) Seller's factory. Seller will have no warranty obligations under this paragraph 5(a): (i) if the Products have not been operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written notice within 10 day of the discovery; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable, (vi) if all payments have not been made. If remote monitoring is not enabled, a \$2500.00 deductible applies to all Warranty work. Finished materials and accessories purchased from other manufacturers are only warranted to the extent of the original manufacturer's warranty.

(b) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(c) THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 5 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY FOR WARRANTY REPAIR OR REPLACEMENT SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE ITEMS PURCHASED.

(d) The remedies provided in paragraphs 5(a) and 5(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

LIMITATION OF LIABILITY: Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply: (a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to Buyer or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, punitive, incidental or consequential damages of any nature.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if

Confidentiality Agreement, Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings (or other information) or to use the drawings (or other information) other than in connection with this specific order. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorney's fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

INTELLECTUAL PROPERTY: All intellectual property of Seller shall remain the exclusive property of Seller and no license to pre-existing intellectual property will be created by this Agreement. Any new intellectual property developed by Buyer that includes or incorporates the Products shall also be owned by Seller.

LAW: The rights and obligations of the parties shall be governed by the domestic laws of the State and County of Dallas County, Texas without regard to its conflict of law rules or the United Nations Convention for the International Sale of Goods.

ARBITRATION: Any dispute, controversy or claim arising under this agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in Dallas, Texas, pursuant to the American Arbitration Association Commercial Arbitration rules. The parties shall jointly select one arbitrator and the decision of the arbitrator shall be final and binding on the parties and enforceable in any court of competent jurisdiction. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. The prevailing party may, at the arbitrator's sole discretion, award reasonable attorney fees. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

ENTIRE AGREEMENT: This Offer, together with the Non-Disclosure and Confidentiality Agreement ("NDA"), contains the entire agreement between Seller and Buyer, and no modification of this Offer or NDA shall be binding upon Seller unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. No oral or written statements by Seller's sales representatives, or other agents, made after the date hereof shall modify or vary the express terms hereof unless evidenced by an agreement in writing signed by an executive officer of Seller after the date hereof. To the extent any advertising or promotional material of Seller contradicts or disagrees with the terms hereof, Seller and Buyer agree that the terms hereof shall control and that such advertising and/or promotional materials are not part of the Agreement between Seller and Buyer.

SECURITY INTEREST: To secure payment for Products, Buyer grants to Seller a security interest in the Products and agrees that Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer designates Seller as its attorney-in-fact to execute any financing statements on behalf of Buyer necessary to perfect such security interest.

TAXES: Prices on the products sold buy Seller are exclusive of any city, state, federal or foreign taxes or duties, of any kind. Buyer is responsible for all such taxes and duties and agrees to indemnify Seller for all taxes and duties that may be assessed upon Seller