



RIO DELL CITY COUNCIL AGENDA

CLOSED SESSION – 5:00 P.M.

REGULAR MEETING - 6:00 P.M.

TUESDAY, SEPTEMBER 02, 2025

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.

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 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.



In compliance with the Americans with Disabilities Act (ADA), if you require special assistance to participate in this meeting, please contact 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. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. 2025/0902.01 - **Conference with Labor Negotiator** Agency Negotiator: City Manager – Employee Organizations: Rio Dell Employees Association, Rio Dell Police Officers Association, and all Contract Employees – Gov’t Code §54957.6

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION

F. RECONVENE INTO OPEN SESSION

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

J. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not 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.

K. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the 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. 2025/0902.02 - Approve Minutes of the August 19, 2025, Regular Meeting **(ACTION)** - Pg. #4
2. 2025/0902.03 – Approve Renewal of the Senior Home Repair Grant Program Contract with Humboldt Senior Resource Center and Authorize a Reduced Allocation of \$2,500 for FY 2025-26 **(ACTION)** - Pg. #10
3. 2025/0902.04 - Authorize the City Manager to Enter into an Agreement with J & G Lawn and Garden to Renovate the Flower Beds at Blue Star Park **(ACTION)** - Pg. #16
4. 2025/0902.05 - Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with the Rio Dell Police Officers Association (POA) **(ACTION)** - Pg. #20

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. REPORTS/STAFF COMMUNICATIONS

- [1.](#) 2025/0902.06 - City Manager/Staff Update **(RECEIVE & FILE)** - Pg. #42

N. SPECIAL PRESENTATIONS/STUDY SESSIONS

O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

- [1.](#) 2025/0902.07 - Public Hearing on the Cost Recovery for the Abatement of 530 Third Ave. **(DISCUSSION/POSSIBLE ACTION)** - Pg. #47
- [2.](#) 2025/0902.08 - Authorize the City Manager to Issue a Request for Proposals (RFP) for Annual Landscaping Maintenance Services **(DISCUSSION/POSSIBLE ACTION)** - Pg. #54

P. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- [1.](#) 2025/0902.09 - Introduction and First Reading (by title only) of Ordinance No. 418-2025 Amending the City's Accessory Dwelling Unit (ADU) Regulations to Incorporate State Mandated Changes Pursuant to SB 1211 **(DISCUSSION/POSSIBLE ACTION)** - Pg. #56

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, **September 16, 2025 at 6:00 p.m.***

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
AUGUST 19, 2025**

Mayor Garnes called the regular meeting of the Rio Dell City Council to order at 5:15 p.m.

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

Others Present: City Manager Knopp, Chief of Police Phinney, Finance
Director Sanborn, Water/Roadways Superintendent
Jensen, City Clerk Dunham, and Senior Fiscal Assistant
Maciel

Absent: Community Development Director Caldwell (excused)

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Conference with Labor Negotiator – Agency Negotiator: City Manager – Employee
Organizations: Rio Dell Employees Association, Rio Dell Police Officers Association
and all Contract Employees

PUBLIC COMMENT REGARDING CLOSED SESSION

No members of the public were present to comment.

RECESS INTO CLOSED SESSION

The Council recessed into closed session at 5:15 p.m. with City Manager Knopp.

RECONVENE INTO OPEN SESSION

The Council reconvened into open session at 6:00 p.m.

ORAL ANNOUNCEMENTS

Mayor Garnes announced that the City Council was in closed session to discuss the
above-listed matters and had nothing to report from the closed session.

PUBLIC PRESENTATIONS

Mayor Garnes invited public comment on non-agenda matters. No public comment was
received.

AUGUST 19, 2025

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CONSENT CALENDAR

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

Wilson/Carter made a motion to approve the consent calendar, including the following items:

- 1) Approve Minutes of the July 15, 2025, Regular Meeting;
- 2) Approve Minutes of the August 5, 2025, Regular Meeting;
- 3) Approve Resolution No. 1644-2025 Amending the City's Bidding Threshold for Public Works Projects by Enrolling in the California Uniform Public Construction Cost Accounting Act (CUPCCAA);
- 4) Authorize the Chief of Police to Execute Required Documentation Related to Acceptance of All Traffic Solutions "STS Gives Back" Award for a Shield 12 Radar Sign with TrafficCloud® Software;
- 5) Approve Resolution No. 1645-2022 Adopting an Amended Master Salary Schedule;
- 6) Authorize the City Manager to Execute Four (4) Scopes of Service with the City Engineer, GHD to Complete the Design and Issue Bids for Construction; and
- 7) Receive and File the Check Register for July.

The motion carried 5-0.

REPORTS/STAFF COMMUNICATIONSCity Manager/Staff Update

City Manager Knopp highlighted the staff update and provided an update on the Hazard Mitigation Planning process, stating that staff have been working with the County of Humboldt to submit all necessary paperwork to the Federal Emergency Management Agency (FEMA) for approval of the Countywide Hazard Mitigation Plan update. He reported that the County of Humboldt, the City of Rio Dell, and the McKinleyville Community Services District have been approved to proceed with local adoption of the plans. He noted that the Hazard Mitigation Plan will be coming to the City Council on a subsequent agenda for official adoption.

He then announced that the CalCities Redwood Empire Division will be meeting in Fortuna on August 22nd, with the Mayor Pro Tem of the City of Rancho Cucamonga, Lynn Kennedy, speaking at the meeting. He encouraged Council members to attend.

AUGUST 19, 2025 MINUTES
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He said that he would be attending the Wildlife Conservation Board meeting virtually on August 28th for the potential award of a \$1.2 million grant for the ADA portion of the Eel River Trail.

City Manager Knopp then called for questions or comments from the Council on the staff update.

Mayor Pro Tem Carter commented that once again, there were zero animals transported to Miranda's Rescue and asked Finance Director Sanborn to elaborate on the Spay and Neuter Voucher Program.

Finance Director Sanborn explained that the City applied for two grants from the McLean Foundation: one for \$2,000 and the other for \$1,500 for the Spay and Neuter Program on a reimbursement basis. He noted that as of the end of July, the city hit that mark, which shows the success and popularity of the program.

Mayor Pro Tem Carter thanked Finance Director Sanborn for his assistance with the program.

Councilmember Wilson asked Chief Phinney about the two nuisance abatement cases on city-owned property.

Chief Phinney explained that generally, the cases involve garbage in parks, city sidewalks, or other city-owned property.

Councilmember Wilson asked City Manager Knopp for an update on the Monument Road slip-out project.

City Manager Knopp said that the project was complete, and staff is waiting for the County to send an invoice for the City's share of the cost. He said that originally, the City's cost was expected to be over \$500,000, but it is now expected to be significantly less.

SPECIAL PRESENTATIONS**Presentation by Mahayla Broussard – Rio Dell Canvas – Enhancing Our Town's Identity Through Street Art**

Mayor Pro Tem Carter introduced Mahayla Broussard, who was present to provide a presentation to the Council on a proposed plan for small art projects in Rio Dell. She said that she came to the Beautification, Walkability, and Pride Committee with the idea of doing small art projects around town and getting other youth interested in participating. The first project would be to paint the utility box in front of the apartment building at 30 Wildwood Ave., on the north side of the Rio Dell-Scotia bridge.

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Mahayla provided a presentation and began by stating that the City approved murals on buildings downtown, which look great, but missed the opportunity to allow young artists to do art projects on a smaller scale. She said the idea would be to give young artists in the community the chance to display their art, build credibility, and help build a bridge between the City Council and teens in the community. She said that she would like to see smaller local artists do projects such as art on utility boxes, mailboxes, small walls on community buildings, and even the cement walls on the bridges.

She provided examples of art to show the City Council what the utility box would look like.

Mayor Pro Tem Carter pointed out that the Community Resource Center would be funding the project along with other donations of art supplies so the City would not be incurring any costs. She asked Water/Roadways Superintendent Jensen if he could see any potential problems with painting the utility box as proposed.

Water/Roadways Superintendent Jensen supported the project and noted that the utility box had not been used since 2006.

Councilmember Woodall said that she was impressed with the written proposal Mahayla submitted to the Council.

Mayor Garnes called for public comment on the proposal. No public comment was received.

Councilmember Wilson thanked Mahayla for the presentation and said that it was great to hear a presentation from a younger member of the community. He commented that she should think about running for City Council when she is old enough.

Carter/Woodall made a motion to approve the artist concept as proposed by Mahayla Broussard to paint the utility box located next to 30 Wildwood Ave., north of the Rio Dell-Scotia bridge. The motion carried 5-0.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

Discussion on Adding a Public Garbage and Recycling Can Adjacent to 44/64 Davis St.
City Manager Knopp provided a staff report and said that the City Council, at their meeting of August 5th, directed staff to return at this meeting with an agenda item to discuss the placement of garbage cans adjacent to the southeast corner of the Dollar General following reports of candy wrappers and trash being thrown on the ground in that area.

He explained that the City's solid waste franchise agreement with Recology Eel River spells out the number and placement of public cans. He stated that he had a conversation with the General Manager of Recology Eel River, who indicated that there

AUGUST 19, 2025 MINUTES
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would be no problem in adding services to this location under the current franchise agreement. He also mentioned that Community Development Director Caldwell had a conversation with Dollar General, and they agreed to place a garbage can outside the store.

Mayor Garnes called for public comment on the subject.

Susanne Stadter-Campbell, 65 Davis St., addressed the Council and said that she spoke to an employee at Dollar General who informed her that they don't put garbage cans because they are a corporation and everything they do has to go through the corporate office. She suggested a garbage can be placed at the school crossing and the Dollar General, and said that there are half-moon cans that could be placed on chain link fences.

Carter/Wilson made a motion to approve the placement of a garbage can at the southeast corner of Dollar General and at the school crossing on Davis St. The motion carried 5-0.

COUNCIL REPORTS/COMMUNICATION

Mayor Pro Tem Carter reported on upcoming meetings and events and said that she would be attending a RREDC meeting on August 25th, where they will be working on an update of their Joint Powers Agreement (JPA).

She then announced that at the CalCities meeting in Fortuna on Friday, they will have a presentation on California wildfires and fire insurance. She said that the next Chamber of Commerce meeting was rescheduled for September 8th, at the Community Resource Center, a Blood Drive would be held at the Community Resource Center on August 27th from 11-5, August 31st is Overdose Awareness Day, so residents are invited to come to the community Resource Center and paint a rock in honor of someone who has passed from an overdose, and said that the Touch a Truck Event will be on Saturday, September 6th from 11-1 at the Rio Dell Fire Hall.

Councilmember Wilson said that he had no upcoming meetings to report on and thanked staff for contacting Dollar General about the garbage cans.

Councilmember Orr reported that he would be attending an HCAOG meeting on Thursday.

Councilmember Woodall announced that there would be a Nuisance Advisory Committee meeting here tomorrow at 3:00 p.m.

ADJOURNMENT

Carter/Wilson made a motion to adjourn the meeting at 6:30 p.m. to the September 2, 2025, regular meeting. Motion carried 5-0.

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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



DATE: September 2, 2025

TO: Mayor and Members of the City Council

FROM: Travis Sanborn, Finance Director

THROUGH: Kyle Knopp, City Manager

SUBJECT: Senior Home Repair Grant Program Contract Renewal

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve renewal of the Senior Home Repair Program contract with Humboldt Senior Resource Center, Inc. and authorize a reduced allocation of \$2,500 for fiscal year 2025-26 based on actual program utilization data.

BACKGROUND

This report recommends renewing the Senior Home Repair Program for FY 2025-26 with an adjusted budget allocation. The program successfully completed its first year of operation, serving six Rio Dell households with essential safety modifications. Based on actual utilization patterns, staff recommends reducing the contract amount from \$5,000 to \$2,500 to better align resources with demonstrated program demand.

DISCUSSION

The Senior Home Repair Program achieved full operational success in FY 2024-25:

Service Delivery Results:

- 6 households served (100% of initiated projects completed)
- All services provided within the approved contract scope
- Projects included grab bar installation, stair railing replacement, hoarding/junk removal, WC ramp repair, damaged entry door repair, and porch railing repair

- All participants met income eligibility requirements using 2024 Humboldt County Moderate Income Limit Maximums

Financial Performance:

- Total program expenditure: \$1,096.85 of \$5,000 allocated (21.9% utilization)
- Average cost per household: \$182.81 (well below \$300 per household maximum)
- Cost breakdown: Materials (57.6%), Labor (25.5%), Mileage (11.5%), Administrative (5.4%)
- Administrative overhead of 5.4% demonstrates efficient program management

Contract Adjustment Rationale

The significant budget underutilization indicates the initial \$5,000 allocation exceeded actual program demand. The proposed \$2,500 allocation:

- Reflects realistic service capacity based on demonstrated utilization
- Provides adequate funding for 13-14 households at current cost averages
- Maintains 127% capacity buffer above maximum demonstrated demand
- Optimizes city resources while preserving program availability

Program Benefits

- Public Safety: Reduces fall hazards and accessibility barriers for senior residents
- Community Support: Enables seniors to remain independent in their homes
- Cost Effective: Average repair cost of \$182.81 per household provides significant value

Funding

The proposed \$2,500 allocation represents a 50% reduction from the current contract while maintaining adequate service capacity. This adjustment demonstrates responsive budget management based on empirical performance data.

A budget adjustment was not required for the program's inaugural year, and no budget adjustment is anticipated for FY 2025-26 given the amount of funds allocated to contract and professional services in the general government department.

Next Steps

If the City Council approves this renewal, staff will execute the updated contract with Humboldt Senior Resource Center for FY 2025-26 with the revised \$2,500 allocation and continue quarterly monitoring of program utilization.

CONCLUSION

The Senior Home Repair Program successfully fulfilled its mission in year one while demonstrating the need for budget adjustment based on actual utilization. The recommended contract renewal at \$2,500 maintains this valuable community service while optimizing fiscal resources.

ATTACHMENTS

- Draft Fiscal Year 2025-26 Contract Agreement

CONTRACT AGREEMENT
AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on the 1st day of July 2025, by and between the City of Rio Dell (herein referred to as "City"), and Humboldt Senior Resource Center, Inc (herein after referred to as "HSRC"), for the period of July 1, 2025, to June 30, 2026, regarding the following services:

Home Repair for Income Eligible Older Adults Aged 60 and Older

IT IS MUTUALLY AGREED by and between City and HSRC as follows:

1. HSRC shall, perform, in a satisfactory and proper manner, home repair services to income eligible older adults aged 60 and older, who reside within the city limits of Rio Dell. Repairs may not exceed \$300 per household, per fiscal year. Examples of home repair services include, but are not limited to those listed in Appendix A.
1. Eligible resident's incomes qualifications shall be determined by utilizing the 2025 Humboldt County Moderate Income Limit Maximums as defined in Appendix A.
2. **City** shall compensate HSRC up to a total of \$2,500 per fiscal year.
3. Services must be available through the entire 12-month contract.
4. **Any** changes in the scope of service, including any increase or decrease in compensation which is agreed upon between the parties, shall be effective when incorporated in written amendments to the Agreement. No oral understanding or agreement shall be binding to the parties hereto.
5. Compensation shall be paid to HSRC upon receipt of properly completed financial reports. Total annual compensation shall not exceed \$2,500 per fiscal year, unless previously agreed upon in accordance with item four above.
6. HSRC agrees to comply with all federal, state, and local laws, regulations, standard, policies, and standards of employment. HSRC also agrees to keep in effect all licenses, permits, notices, certificates, bonds, and insurance required for performing the service.
7. During the terms of this Agreement, HSRC shall insure, HSRC and, as an additional primary insured, shall insure City, its officials, officers, and employees against all damages and claims for damage for bodily injury or property damages arising out of this Agreement.

\$1,000,000 combined single limit. HSRC shall furnish City with properly executed certificates of insurance and provide that such insurance shall not be cancelled, allowed to expire, or materially reduced in coverage except on thirty (30) days prior written notice to City.

8. HSRC shall expend funds received solely for the purpose of this project.
9. **Termination or Suspension for Cause.** Upon breach of this agreement, City shall have the right to (1) suspend the project funded under this Agreement or (2) terminate this Agreement by giving notice to HSRC of such suspension or termination. The city shall specify in writing the effective date thereof at least five (5) days before the effective date of such suspension or termination.
10. **Termination for Convenience.** Either City or HSRC may terminate this agreement upon thirty (30) days written notice to written notice to other party.
11. **Indemnification.** HSRC shall indemnify, hold harmless and defend the City from and against any and all claims, causes of action, fines, penalties and damages of every type and nature, including, without limitation, those related to injuries to person(s) or property, arising out of or related to HSRC's provision of services pursuant to this Agreement.

City and HSRC executed this agreement on _____, 2025.

HSRC: _____ City of Rio Dell

Rachael Sovereign
Director of Operations

Kyle Knopp
City Manager

CONTRACT AGREEMENT
AGREEMENT FOR PROFESSIONAL SERVICES
Appendix A

2. Home repair services may include, but are not limited to the following:
- a. Grab Bar Installations (Toilet, Bathtub, Showers)³
 - b. Floor Trip Hazard Repairs
 - c. Railing and Banister Repairs
 - d. Changing of Light Bulbs in Ceiling, Porch Fixtures, and other hard to reach areas
 - e. Repair to doors and doorways
 - f. Minor Roof Repairs
 - g. Minor Plumbing and Electrical Repairs
 - h. Purchasing and Installing Smoke Detectors and Carbon Monoxide Detectors (and replacement of batteries)
 - i. Caulk Around Windows or other Minor Weatherizing Treatments
 - j. Minor Repairs of Existing Fencing if Unsafe
 - k. Clean Up and Disposal of Plant materials to Maintain Safe Exterior Walkways, Stairs, and Steps.
 - l. Platforms for Chairs and Sofas

3. 2025 Humboldt County Moderate Income Limit Maximums

Number of Persons in Household	1	2	3	4	5	6	7	8
	\$78,900	\$90,150	\$101,450	\$112,700	\$121,700	\$130,750	\$139,750	\$148,750



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

September 9, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Authorizing the City Manager to enter into an Agreement with J&G Lawn and Garden to Renovate Flower Beds at Blue Star Memorial Park AKA Triangle Park

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to work with the City Attorney to draft an agreement with J&G Lawn and Garden and execute said agreement not to exceed \$7,900.00; or,

Take no action.

BACKGROUND AND DISCUSSION

The flower beds at Blue Star Park have been maintained for years by volunteers, most recently by Ms. Gillam who will no longer be available for their maintenance. The beds are in need of a refresh, including replacement of the wood planter boxes. It is hoped that with the refresh and new plantings, another group of volunteers may be able to be assembled to assist in the long term maintenance of the flower beds.

Attached is a quote from J&G for \$7,900.00. Wood for the planter boxes was donated by HRC and will be installed by the contractor.

Attached:

Quote
Layout
Plant List

///

JAGIMO CORPORATION INC.
PO Box 362
Fortuna, CA 95540
+17077252731
frontdesk@jglawngarden.com



Estimate

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

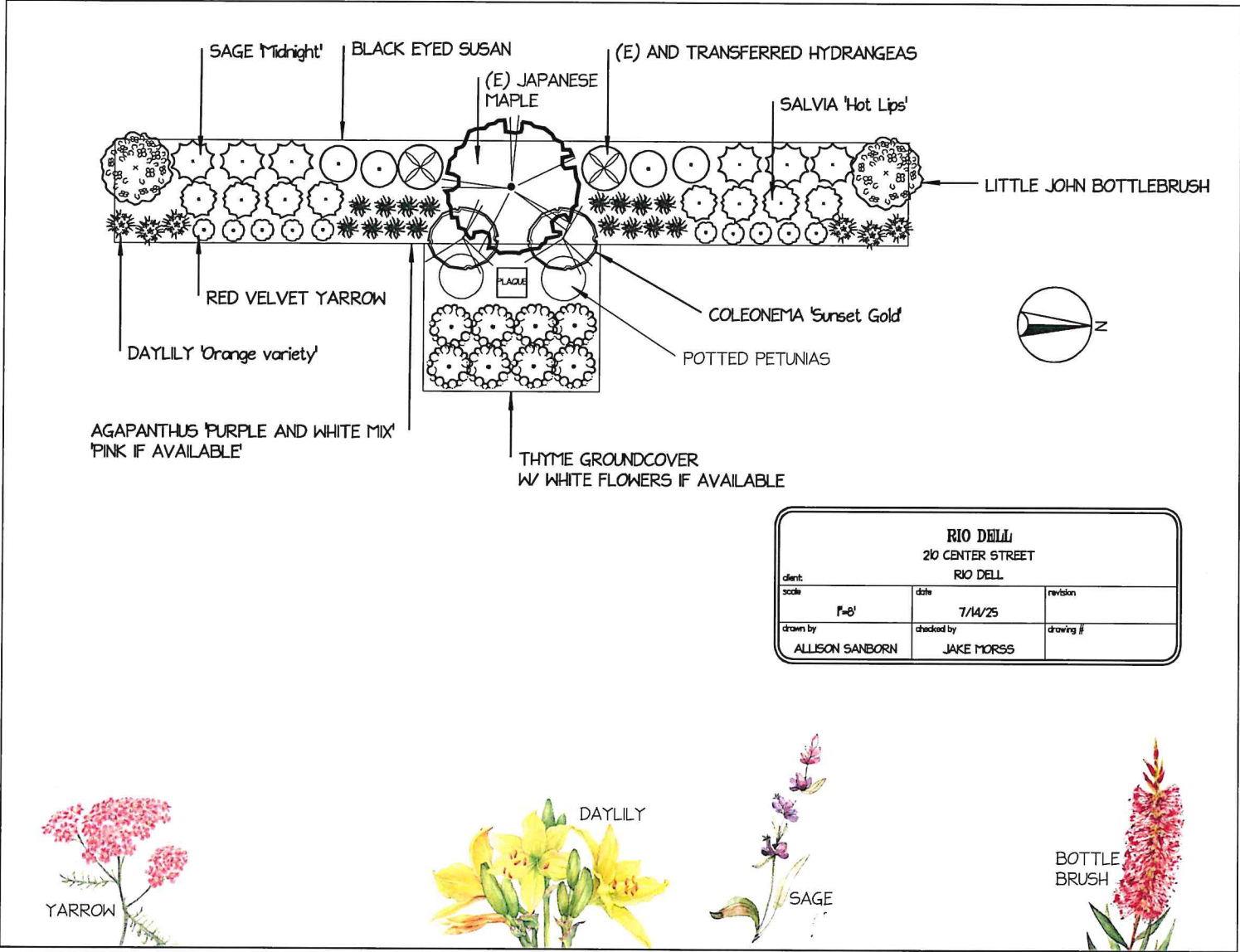
SHIP TO
City of Rio Dell
Attn Kyle Knopp
675 Wildwood Ave
Rio Dell, CA 95562

ESTIMATE # 5345
DATE 08/26/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	3-Construction Renovation	Construction Renovation - Renovate city garden beds on Wildwood Ave. per client approved plants. Billed at \$7,900.00	1	7,900.00	7,900.00
TOTAL					\$7,900.00

Accepted By

Accepted Date



- (2) Little John Bottle Brush - *Callistemon viminalis* 'Little John'
- (6) Sage 'Midnight' - *Salvia leucantha* 'Midnight'
- (4) Black Eyed Susan - *Rudbeckia fulgida* var. *sullivantii* 'Goldsturm'
- (8) Salvia 'Hot Lips' - *Salvia microphylla* 'Hot Lips'
- (3) Daylily 'orange' - *Hemerocallis* 'Orange'
- (3) Daylily 'red' - *Hemerocallis* 'Red'
- (10) Red Velvet Yarrow - *Achillea millefolium* 'Red Velvet'
- (8) Agapanthus 'White' - *Agapanthus africanus* 'Peter Pan Alba'
- (8) Agapanthus 'Blue' - *Agapanthus hybrid* 'Brilliant Blue'
- (2) Coleonema 'Sunset Gold' - *Coleonema pulchrum* 'Sunset Gold'
- (8 flats) Woolly Thyme - *Thymus pseudolanuginosus* 'Woolly'

Thanks,
Allison Sanborn



C-27*992972



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

September 9, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Authorizing the City Manager to Execute a Memorandum of Understanding (MOU) with the Rio Dell Peace Officer's Association (POA)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute the attached MOU Extension Acknowledgement; or,

Take no action.

BACKGROUND AND DISCUSSION

The attached extension by mutual agreement of the parties extends the term of the existing MOU to June 30, 2026. No other changes are included.

///

MEMORANDUM OF UNDERSTANDING EXTENSION ACKNOWLEDGMENT

THIS MEMORANDUM OF UNDERSTANDING EXTENSION ACKNOWLEDGMENT (“Extension Acknowledgment”) is entered into as of August __, 2025 (“Effective Date”) by and between the CITY OF RIO DELL, a municipal corporation of the State of California (the “City”) and RIO DELL PEACE OFFICERS ASSOCIATION (the “Association”).

This Extension Acknowledgment has been made to extend the terms of the Memorandum of Understanding executed by City and Association on or about October 1, 2020 (“MOU”). A fully executed copy of the MOU is attached as **Exhibit A**.

Extension Pursuant to MOU Article XI

Pursuant to Article XI of the MOU, City and Association agree to extend the term of the MOU for an additional year through June 30, 2026.

IN WITNESS WHEREOF, the parties have executed this Extension Acknowledgment as of the Effective Date.

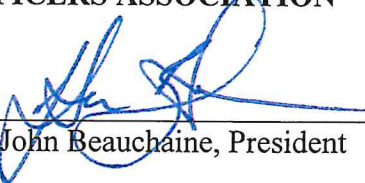
CITY: CITY OF RIO DELL, a municipal corporation of the State of California

Dated: _____

Kyle Knopp, City Manager

ASSOCIATION: RIO DELL PEACE OFFICERS ASSOCIATION

Dated: 8/29/25



John Beauchaine, President

List of Exhibits:

Exhibit A: Memorandum of Understanding executed by City and Association

EXHIBIT A
Memorandum of Understanding

MEMORANDUM
OF
UNDERSTANDING

Between
City of Rio Dell
and
Rio Dell Police Officers' Association



Expiration Date: June 30, 20²⁵~~23~~

CITY OF RIO DELL
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIO DELL
AND THE
RIO DELL PEACE OFFICERS ASSOCIATION

July 1, 2020 through June 30, 2023

ARTICLE I - GENERAL

- 1. PARTIES:** This MEMORANDUM OF UNDERSTANDING ("MOU" and/or "Agreement") is entered into by the City of Rio Dell, hereafter referred to as the "City"; and representatives of the Rio Dell Peace Officers Association, hereafter referred to as "Association."
- 2. RECOGNITION:** Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer pursuant to and in accord with California Government Code Section 3500 et seq.
- 3. PERSONNEL RULES AND REGULATIONS:** All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the sole discretion of the City of Rio Dell City Council.
- 4. NON-DISCRIMINATION:** The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.
- 5. MEET AND CONFER:** Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing the City as part of the negotiating team, will be the City Manager, or his/her designee. The Association will be represented by a negotiation team designated by the Association President.
- 6. AGREEMENT COPIES:** Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.
- 7. MAINTENANCE OF BENEFITS:** All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of the date of this Agreement, which are not specifically set forth in this Agreement shall remain in full force unchanged during the term of this Agreement except by mutual consent, or as otherwise allowed or required by law.
- 8. MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in the Peace Officers Research Association of California (PORAC), participation in the PORAC Legal Defense Fund, charitable contributions,

and other expenditures as determined by a majority vote of the Association membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. "ASSOCIATION" shall mean the Rio Dell Peace Officers Association.
2. "CITY" shall mean the City of Rio Dell, California.
3. "MOU" or "MEMORANDUM OF UNDERSTANDING" shall mean this Agreement, and any amendments thereto, entered into by representatives of the City and the Association.
4. "EMPLOYEE HANDBOOK" shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council as may be amended from time to time in the City Council's discretion.
5. "FULL TIME EMPLOYEE" or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. "WORK PERIOD" shall mean a period of 80 hours in two consecutive work weeks commencing on a Sunday.
7. "COMPENSATORY TIME OFF (CTO)" shall mean paid time off that is earned and accrued by a Full Time Employee instead of a cash payment for overtime compensation.
8. "UNIT" shall mean all employees, members and non-members, represented by the Association.
9. "SWORN EMPLOYEE" shall mean a member of the Association with peace officer powers as defined by the California Penal Code.
10. "TERM" OF MOU shall mean the time period recited in Article XI, below.

ARTICLE III - WORKING CONDITIONS

1. **EMPLOYEES HEALTH AND SAFETY:** In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

2. **WORK SCHEDULES:** The City and the Association agree that the Chief of Police may utilize any of the following work schedules during any Work Period:
- 10 working days at 8 hours per day.
 - 8 working days at 10 hours per day.
 - 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
 - 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 actual months. However, said probationary evaluation period may be extended where any cumulative

absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

ARTICLE V - COMPENSATION

1. WAGES AND SALARIES: Effective July 1, 2020 through June 30, 2023 the salary schedule A for employees represented by the Association shall be as follows: salary shall be set in accord with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on _____, 2020, as Resolution No. 2020-_____, a copy of which is attached hereto as Exhibit "A" and incorporated by reference (the "Salary Schedule"). The salary pay scale may be amended, from time to time, at the City's discretion.

Advancements to Steps B, C, D, and E of the Salary Schedule require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. The performance evaluation shall be conducted by the Chief of Police and, upon completion, submitted to the City Manager for approval and filing in the employee's personnel file. If an employee is rated below this standard, the employee shall be re-evaluated at the six month interval for reconsideration of a step increase. If, as a result of a six-month re-evaluation, the employee is granted a step increase, the employee shall be available for another step increase on the one-year anniversary of the six-month re-evaluation.

Employees who are promoted in rank shall be paid at the same step from which they were promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police. For purposes of example only, if a Police Corporal in "Step C" is promoted to Sergeant, that employee shall be paid at the Sergeant "Step C" rate.

The City agrees to provide a "Stay Fit" program with a maximum individual payment of \$500.00 within a fiscal year by the City to qualifying employees. The payments shall be awarded based upon a consistent method agreed upon by the Chief of Police and City Manager. Payments associated with the "Stay Fit" program shall be subject to all standard payroll deductions.

2. OVERTIME: Under this Agreement, overtime is any hours worked in excess of the scheduled Work Period hours as selected by the Chief of Police under Article II and Article III, above, in accordance with California Labor Code. All overtime hours worked shall be either paid in cash, at one and one half times the employee's regular rate of pay, or accumulated as CTO at overtime rates up to a maximum accrued amount of eighty (80) hours. Used CTO does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated CTO on the employees bi-weekly pay stub.

3. STANDBY AND CALL OUT: An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

A. **Call Back.** Any time an off-duty employee is required to report for duty for other than a regularly scheduled shift, they shall be compensated at time and one-half their regular rate of pay. A minimum of two (2) hours shall be granted if the employee had seventy-two (72) or more hours' notice of the need to report. A minimum of four (4) hours shall be granted if the employee had less than seventy-two (72) hours' notice of the need to report.

1. Notification is complete when the employee is actually notified in person or by telephone.
2. Notification is also deemed complete when:
 - a. The employee's schedule is posted at least ninety-six (96) hours in advance and the employee will have worked a regularly scheduled shift where they could have checked the posted schedule at least ninety-six (96) or more hours in advance.
 - b. The employee reads an E-mail or text notification or listens to a voicemail message at least ninety-six (96) or more hours in advance. (The burden of proof the message was received rests with the sender.)
 - c. The notification is made to another adult member of the employee's household and they agree they will be able to deliver the message in time.
3. The minimum credit in this subsection shall not apply when (1) the employee is required to work beyond their normal work shift without having been called to return to work; (2) when the employee is called in to work prior to the start of their normal work shift and the employee continues to work into their normal shift without having been released to go home; or (3) when the employee is not actually required to physically report to duty (e.g., answering work-related telephone calls or texts).

B. **On-Call Time.** Any time an off-duty employee is ordered by the Police Chief or City Manager to remain available for call to duty they shall receive the equivalent of one hour of straight time pay for each twenty-four (24) hour or less time period they are subject to call-out. Employees who are on-call are required to carry and answer cell phones or texts or otherwise remain available for call to duty during their twenty-four (24) hour on-call period. Employees may continue to participate in their off-duty activities while "on-call," except that employees shall not consume alcoholic beverages and must be able to respond to the Police Department within forty-five (45) minutes after being called to duty. Employees actually called to duty will be compensated as specified in provision A. "Call Back."

4. **TRAVEL PAY:** Actual travel time, other than normal commute time to and from the employee's regular place of work, shall be counted as time worked.

ARTICLE VI - FRINGE BENEFITS

1. **GENERAL:** The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both Sworn Employees and non-sworn employees unless stated otherwise.

2. **MEDICAL, DENTAL AND VISION INSURANCE:** Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of the Unit and their dependents, which shall include the following persons: (a) employee's spouse, (b) employee's biological and/or adoptive children, and (c) any

person for whom the employee is a legal guardian. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. If the City elects to procure alternative medical coverage during the term of this MOU, the City will seek to procure insurance of approximate comprehensive equivalency, but Sworn Employees acknowledge they have no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. In lieu of participating in a City sponsored Medical, dental, and vision insurance coverage, employees may elect to receive compensation to purchase their and their dependents' own health, dental, and vision insurance coverage. In lieu of compensation shall be \$125.00 per Pay Period total for health, vision and dental coverage. Proof of alternative health insurance must be provided to employer before the requesting employee may substitute compensation for insurance.

If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage. Employee shall be entitled to a stipend of One Hundred and Fifty Dollars (\$150.00) [less applicable payroll taxes] per pay period in lieu of City provided health insurance coverage through the City's current medical plan for the spouse/qualified dependent. The amount of the stipend is in addition to the Employee's regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

3. LIFE INSURANCE: A \$75,000.00 life insurance policy shall be provided by the City for each Full Time Employee of the Unit during the term of employment with the City and the Term of this Memorandum of Understanding.

Add # 1521-2022 #3
4. DEFERRED COMPENSATION: The deferred compensation plan is the retirement program for the City. The City shall contribute twenty percent (20%) of the Sworn Employee's salary for regular hours worked to a deferred compensation plan for all Sworn Employees.

5. SICK LEAVE: Sick leave shall not be considered as a right to be used at the employee's discretion, but shall be allowed only in case of necessity and actual personal illness or disability. Sick leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

1521-2022 Add #6
6. FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE: Family sick leave and family bereavement leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by, the employee's department head. Up to five days of accumulated sick leave within a calendar year may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Employee Handbook.

7. CATISTROPHIC LEAVE (SICK LEAVE TRANSFER): An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

- A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to use sick leave must be supported by a qualified medical opinion where such an opinion may be requested by the employer under applicable law. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

- 1) An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.
- B. Any employee who is subject to this MOU may voluntarily donate Catastrophic Leave to another City employee subject to this MOU under the following condition:
- 1) The donating employee must retain at least 80 hours of Catastrophic Leave in their Catastrophic Leave Bank at the time of any Sick Time transfer.
- C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

8. LEAVE OF ABSENCE: Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. The City Manager may grant a full time regular employee an unpaid leave of absence in the City Manager's discretion. No leave of absence shall be granted to a probationary employee or part time employee except as required by law. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager, and the City Manager shall grant or deny the leave request thereafter.

9. VACATION TIME: Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sworn Employees covered by this Memorandum of Understanding who are not Full Time Employees shall not be eligible for any paid vacation leave or any actual accrual thereof. Employees vacation accrues at the rates below:

<u>Tenure</u> <u>Greater than</u> <u>or equal to:</u>	<u>Less than:</u>	<u>Vacation</u> <u>hours</u> <u>per year</u>	<u>Vacation</u> <u>hour accrual per</u> <u>pay period</u>
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18 th year		176	6.769

19 th year	184	7.077
20 th year	192	7.385
21 years and beyond	200	7.692

The amount of vacation time allowed to be accrued at the end of any Pay Period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 160 hours for all Sworn Employees with sixteen (16) full years of service or less. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount (i.e., the 160 hour accrual maximum). For Sworn Employees with 17 full years of service or more, the vacation accrual cap shall be set at the schedule recited immediately above. For purposes of example only, a Sworn Employee with 21 full years or more of service shall not accrue vacation time above the 200 hour per year amount.

The times at which an employee may take vacation time shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

10. HOLIDAYS: The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12. 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.
14. Juneteenth

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn Employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

11. DEPARTMENT UNIFORM ALLOWANCE: Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of \$187.50 per calendar quarter, beginning with a payment of \$187.50 upon hire. The initial \$187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

12. WORKERS' COMPENSATION LEAVE: Workers' compensation leave shall be afforded in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

13. COMPENSATORY TIME OFF (CTO) BUY-BACK: On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her accrued CTO, provided that the Sworn Employee has at least 40 hours of CTO accumulated at the time of the request. The Sworn Employee shall not be entitled to cash out additional CTO during that same fiscal year.

Add 1521-2022 #5 Cadet Program

14. MILITARY LEAVE: Military leave shall be granted consistent with applicable mandatory provisions of law. Employees who are also subject to military training requirements may request that a Military Leave Bank be created on behalf of the employee.

- A. An eligible employee's Military Leave Bank shall not exceed 80 hours.
- B. Deposits into the leave bank may be made the following ways: (1) transfer of employee's existing CTO and/or vacation time, (2) Donation and transfer from another member of the Rio Dell Peace Officers Association bargaining unit of existing CTO and/or vacation time.
- C. The City shall provide up to 40 hours a year of matching Military Leave for deposits made under Section 14(B). The Military Leave Bank shall not exceed 80 hours.
- D. Debits from the Military Leave Bank shall only be made for military training. All debits shall require prior approval of the Chief of Police.

ARTICLE VII- GRIEVANCE PROCEDURE

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

ARTICLE VIII- EVALUATIONS

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

ARTICLE IX- SEPARATIONS

1. RESIGNATIONS: Resignation from City service procedure shall be in accordance with the Employee Handbook.

2. LAYOFF AND REEMPLOYMENT: Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

3. DISMISSALS AND DISCIPLINE: Dismissal and/or discipline from City service procedure shall be in accordance with the Employee Handbook as modified by this MOU. Where the recommended discipline (be it suspension, merit decrease(s), demotion or dismissal) and the discipline is "major" and contemplated against a Sworn Employee who has completed his or her probationary employment period, a preliminary written statement of charges, signed by the Police Chief, or the Police Chief's designee, supporting the discipline shall comply with California Government Code Section 3304(d) and be made at least five (5) days before a pre-disciplinary hearing, as defined below. The charges shall state:

- 1) The recommended discipline.
- 2) The reasons for discipline.
- 3) The names of witnesses to the incident(s) precipitating the discipline, if applicable.
- 4) The identity of any written documents and other materials relied upon to support the discipline or that are otherwise pertinent to the discipline.

4. SERVICE OF CHARGES: Service of the preliminary written statement of charges shall be made by:

- 1) Personally giving the employee a copy; or
- 2) If personal delivery is infeasible, then by one of the following:
 - a. A recognized overnight delivery service (e.g. Federal Express).
 - b. U.S. Postal Service overnight mail.
 - c. U.S. registered or certified mail, with a return receipt.
 - d. Any other reasonable method that is normally employed in commerce to deliver items of importance from one person or entity to another, where proof of service is obtained.

Service is deemed complete when either one of the preceding steps is taken.

5. PRE-DISCIPLINARY HEARING PROCEDURE (*SKELLY HEARING*).

- 1) The pre-disciplinary hearing procedure (*Skelly Hearing*) is an informal hearing process intended to provide the accused employee with an opportunity to present a written or oral response to the Police Chief, or their designee, after having had an opportunity to review the supporting materials and prior to imposition of any discipline. The employee shall consider the following:
 - a. The response is not intended to be an adversarial or formal hearing.
 - b. Although the employee may be represented by an uninvolved representative or legal counsel, the response is not designed to accommodate the presentation of testimony or witnesses.
 - c. The employee may suggest that further investigation could be conducted or the employee may offer any additional information or mitigating factors for the Police Chief, or their designee, to consider.
 - d. In the event that the Police Chief, or their designee, elects to cause further investigation to be conducted, the employee shall be provided with the results of such further investigation prior to the imposition of any discipline.
 - e. The employee may thereafter have the opportunity to further respond orally or in writing to the Police Chief, or their designee, on the limited issues or information raised in any subsequent materials.
 - f. The hearing shall be digitally recorded. The person conducting the hearing shall keep a written record.
- 2) Once the member has completed their pre-disciplinary response, or if the member has elected to waive any such response, the Police Chief shall consider all information received in regard to the recommended discipline. The Police Chief shall render a timely written decision within 30 days to the member and specify the grounds and reasons for discipline and the effective date of the discipline. Once the Police Chief has issued a written decision, the discipline shall become effective. If the decision of the Police Chief is to reject the discipline, the employee will be so notified. If the decision of the Police Chief is to reduce the level of discipline to a minor discipline, the reduced discipline will be imposed. If the decision of the Police Chief is to proceed with the imposition of major discipline, whether as originally proposed or as modified, the employee will be served with a notice of discipline, which includes the final statement of charges. The statement of charges will contain a synopsis of the *Skelly Hearing*, the matters set forth in Article IX, Section 3 and notice of the right to appeal as provided in Article IX, Section 7.

6. APPEAL FROM MINOR DISCIPLINE: Oral warnings and documented counseling are not subject to appeal. A written reprimand may be appealed to the City Manager. The appeal must be in writing. It must be filed with the City Manager within five (5) working days after the reprimand is finalized and given to the employee. The City Manager or their designee will conduct an investigation of the facts as warranted. The City Manager shall issue a decision in writing and may uphold, revise or rescind the reprimand. The City Manager shall issue a decision in writing and may uphold, revise or rescind the reprimand. The decision of the City Manager is final and must include notice to the appellant that the time within which judicial review must be sought is governed by Code of Civil Procedure Section 1094.6 as described in Article IX, Section 7.

7. APPEAL FROM MAJOR DISCIPLINE:

- 1) An employee who has been dismissed, given suspension or merit decrease, or demoted by the Police Chief, may appeal to the City's appointed hearing officer (the "Hearing Officer"), who shall be appointed and designated by the City Manager. The appeal must be filed in writing. It must be filed with the City Manager or designee within ten (10) working days after service of the notice of discipline. An evidentiary hearing shall be held on the appeal. The City Manager or designee shall arrange an appeal hearing before the Hearing Officer to commence within sixty (60) days of receipt of such written request. If unusual circumstances warrant, the appellant and City Manager or designee may agree in writing that the date of the hearing be extended for a specified period of time. The City Manager or designee shall provide at least seven (7) days written notice of the date, time and place of hearing to the appellant and to the disciplining authority. The hearing shall be closed to the public unless the appellant requests, in writing, an open hearing at the time the appeal is submitted.
- 2) The procedures of the hearing shall be determined by the Hearing Officer, which person or body may establish its own reasonable rules for the conduct of appeal hearings. To the extent it is possible and appropriate, hearings shall be informal. Technical rules of evidence need not be followed. Any evidence which reasonable persons may rely on in the conduct of serious affairs shall be admissible, as determined by the Hearing Officer; provided, however, that hearsay, properly objected to, and standing alone, shall not be competent to prove a charge. Witnesses shall be examined under oath. The proceedings shall be recorded and/or stenographically reported. The Hearing Officer may include within the rules a procedure whereby each party to the disciplinary proceedings may engage in discovery from the other(s) concerning the documents to be used at the hearing and the witnesses to be called.
- 3) The appellant shall personally attend the hearing, unless physically unable to do so. Unexcused failure of an appellant to appear at a hearing shall be deemed a withdrawal of the appeal.
- 4) The authority imposing the discipline shall bear the burden of proof with respect to the underlying facts and the existence of good cause for the discipline imposed by a preponderance of the evidence.
- 5) Within fifteen (15) days after completion of a hearing, unless waived by the parties, or because of the inability of the Hearing Officer to convene, the Hearing Officer shall prepare a written decision on the appeal and serve it on the appellant and the authority imposing the discipline. The decision shall include a brief statement of the case, the Hearing Officer's findings of facts, with a citation to the evidence relied upon, a statement of its conclusions, and the recommended disposition of the matter. The Hearing Officer's recommendation shall indicate whether the specific discipline imposed should be sustained, rejected or reduced. The decision shall be forwarded to the City Manager or designee. The City Manager or designee shall review the recommendation of the Hearing Officer and may then accept, reject or modify the proposed decision. The City Manager's or designee's decision shall be in writing and issued within thirty (30) days of receiving the Hearing Officer's decision. The City Manager or designee's decision shall be final. If the appellant is dissatisfied with the City Manager's or designee's decision and wishes to seek judicial review, the 90-day limitations period provided in Code of Civil Procedure Section 1094.6 shall apply. The City Manager's or designee's written decision shall include notice to the appellant that the time within which judicial review must be initiated is governed by Code of Civil Procedure Section 1094.6. A copy of the City Manager's or designee's

decision shall be forwarded to the appellant and shall be included in the appellant's personnel file.

ARTICLE X- ASSOCIATION SECURITY

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the Association or pay the Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

ARTICLE XI- TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect for the period of July 1, 2020 through June 30, 2023. In the event that this MOU is not replaced by a succeeding MOU on or before June 30, 2023, this MOU shall be extended so long as good faith negotiations continue between the City and the Association, or until such time as either issues, at least, sixty (60) days written notice of termination to the other party. Nothing in this MOU, however, shall change the At-Will employment nature of each Sworn and Non-Sworn Employee who is a member of the Association, and each employee's employment may be terminated by the employer (i.e., City) or employee in accord with the City's At-Will Employment Policy and Personnel Rules referenced in Article I, Section 3, above.

ARTICLE XII- SAVINGS CLAUSE

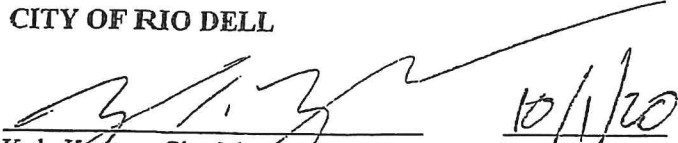
If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION

John Beauchaine, President

Date

CITY OF RIO DELL



Kyle Knopp, City Manager
Approved as to form:

10/1/20
Date

Russell Gans, City Attorney

Date



RESOLUTION No. 1521-2022

**RESOLUTION OF THE RIO DELL CITY COUNCIL AUTHORIZING CHANGES TO
EMPLOYEE COMPENSATION AND INCENTIVE PROPOSALS IN ORDER TO
INCREASE EMPLOYEE RECRUITMENT AND RETENTION**

Recitals

A. **WHEREAS**, the City of Rio Dell, like other California public and private employers, has experienced concerns and pressure related to the procurement and retention of employees for the City of Rio Dell.

B. **WHEREAS**, the City of Rio Dell City Council seeks to keep and retain its employees and staff, and, by method of this Resolution, authorizes the City Manager to propose the increased compensation terms recited in this Resolution

C. **WHEREAS**, the City Manager is directed to offer the increased compensation and incentive terms and conditions recited in attached **Exhibit A** (the "Term Sheet") to the City of Rio Dell Employees Association, the Peace Officers Association and Contract Employees as stated in said term sheet.

D. **WHEREAS**, the City Manager is directed to offer the increased compensation and incentive terms and conditions recited in the "Immediate Employment Incentive Proposals" attached to this Resolution as **Exhibit A** (the "Immediate Employment Incentive Proposals") to the City of Rio Dell Employees Association, the Peace Officers Association and Contract Employees as stated in said Exhibit A.

E. **WHEREAS**, the City Manager is directed to develop and propose for future City Council consideration the increased compensation and incentive terms and conditions recited in the "Additional Employment Incentive Proposals for Future City Council Consideration" attached to this Resolution as **Exhibit B** (the "Future Employment Incentive Proposals").

Resolved

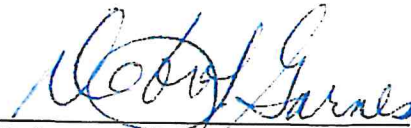
NOW, THEREFORE, the City Council for the City of Rio Dell does hereby find, determine and resolve as follows:

Resolution 1521-2022

1. The above recitals are true and correct.
2. The City Manager is directed to offer the increased compensation and incentive terms and conditions recited in the "Immediate Employment Incentive Proposals" attached to this Resolution as **Exhibit A** to the City of Rio Dell Employees Association ("RDEA"), the Peace Officers Association ("POA") and Contract Employees as stated in said Exhibit A and, if accepted by the subject employees, work with the City Attorney to prepare and execute amendments to the RDEA Memorandum of Agreement, the POA Memorandum of Agreement and the employment agreements for Contract Employees consistent with the proposals recited in **Exhibit A**.
3. The City Manager is directed to develop and propose to the City Council for future consideration, in the City Council's discretion, the increased compensation and incentive terms and conditions recited in the Future Employment Incentive Proposals attached to this Resolution as **Exhibit B**.

PASSED AND ADOPTED by the City of Rio Dell City Council based upon a motion made by Mayor Pro Tem Johnson and seconded by City Council Member Woodall, at a properly agenized and noticed meeting of the City Council of City of Rio Dell held on the 18th day of January, 2022, by the following roll call vote:

Ayes:	Garnes, Johnson, Carter, Wilson and Woodall
Noes:	None
Abstain:	None
Absent:	None


Debra Garnes, Mayor

ATTEST:


Karen Dunham, City Clerk

EXHIBIT A:**IMMEDIATE EMPLOYMENT INCENTIVE PROPOSALS**

(Except where specifically stated below, all employment term amendments recited shall apply to all bargaining units and contract employees).

1. **RDEA and POA MOU TERMS.** The durational terms of Rio Dell Employee's Association (RDEA) and Rio Dell Peace Officer's Association (POA) MOUs shall be amended to continue in effect through June 30, 2024.
2. **SALARY SCHEDULE.** The Salary Schedule / Table Resolution incorporated in the RDEA and POA MOUs and each individual agreement shall be updated to reflect a one-time ten percent (10%) increase in base payment scale to all City employee job classifications and steps. This change shall take effect no later than the pay period ending on February 12, 2022.
3. **DEFERRED COMPENSATION.** The City of Rio Dell does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a Deferred Compensation Plan. In addition to the Employer contribution spelled out in each MOU and individual agreement, the Employer shall match Employee contribution towards deferred compensation of up to four percent (4%) of the Employee's base salary, not to exceed any applicable IRS cap for the given year in total Deferred Compensation contributions.
4. **INCENTIVE PAY.** Employees who live full time within the jurisdictional limits of the City of Rio Dell shall receive a one-time three percent (3%) increase to their base salary. Employees who receive this incentive and subsequently move outside of City limits shall forfeit the incentive effective upon their move-out date.

Employees who fluently speak both Spanish and English languages shall be entitled to a one-time, five percent (5%) increase to their base salary. Certification procedures shall be set by the City of Rio Dell, in its discretion, for third party verification of fluency.

Employees within the Peace Officer's Association (POA) who obtain and retain any of the following Peace Officer's Standards and Training (POST) certifications shall receive a one-time incentive pay increase equal to three percent (3%) of base pay for each certification: (1) Intermediate, (2) Advanced and (3) Supervisorial.
5. **POLICE CADET PROGRAM.** The City shall develop and institute a sponsored Cadet Program for the College of the Redwoods Police Academy. The terms and conditions of the sponsored Cadet Program shall be subject to the review and approval of the City Council, in its discretion.
6. **BEREAVEMENT LEAVE.** Up to five (5) days of special leave with pay may be granted annually to an employee whose employment status normally entitles him to vacation and

sick leave benefits, for one or more deaths that occur in the employee's immediate family, upon written request to and the approval of the City Manager. For purposes of this entitlement "immediate family" shall include the Employee's child, parent, grandparent, grandchild, sibling, spouse, or domestic partner as those terms are defined in the California Family Rights Act at California Government Code Section 12945.2 and its subparts.

7. **ACCRUED VACATION LEAVE.** Rio Dell Employee Association and Peace Officers Association members may elect to cash out up to a maximum of 40 hours of vacation leave per fiscal year provided that at least 40 hours of accrued vacation leave remains for the electing employee following the cash out.

8. **VACATION BENEFITS.** Employees who work for the City for less than one year are eligible to use accrued vacation with approval of their supervisor.

9. **REGULAR PART-TIME POSITION(s).** A position in which an employee is paid on an hourly basis for working a continuing, year-round work week of fewer hours than the established work week, but 21 hours or more of a regular full-time work week, in the department in which they are employed. Employees working less than 21 hours (0.525 FTE) shall be considered temporary extra-help.

No Vacation for Temporary Employees. No vacation with pay is allowable to temporary employees.

Part-Time Vacation Accumulation. Regular part-time employees shall be entitled to vacation benefits provided by this Section in that proportion that the actual number of hours worked bears to full-time employment.

Part-Time Employee Sick Leave Computation. Regular part-time employees shall be entitled to sick leave benefits as provided by this Section in that proportion that the actual number of hours worked bears to full-time employment.

10. **WAGE REOPENER.** Employees and Employer may agree that, subject to an identified increase or decrease in City revenue, either party may reopen negotiations on the RDEA and POA MOUs by providing written notice of the intent to do so by October 1 of each year for negotiation of wages for the following fiscal year starting July 1. The written notice shall include specifically identified changes to City revenue to justify the reopening of wage negotiations.

EXHIBIT B:

**ADDITIONAL EMPLOYMENT INCENTIVES FOR FUTURE CITY COUNCIL
CONSIDERATION**

1. **EMPLOYEE ASSISTANCE PROGRAM.** The City shall seek to develop and implement an Employee Assistance Program (EAP) no later than June 30, 2022, applicable to all employees of the City of Rio Dell, the precise terms of which will be presented to the City Council for review and approval, in the Council's sole discretion, prior to implementation.
2. **HOMEBUYER PROGRAM.** The City shall consider implementation of a first-time homebuyers program for Employees who have been employed by the City for no less than one full year, full time and are in good standing. The program shall apply to first homes only constituting the Employee's primary residence. The first home must be purchased within the jurisdictional limits of the City of Rio Dell in order to qualify. Any program must be approved by the City Council prior to implementation, in the City Council's sole discretion.



Staff Highlights – 2025-09-02

City Council

City Manager

Attended the Wildlife Conservation Board Meeting on Thursday, August 28th (virtually). The \$1,200,000 grant for the ADA Eel River Trail extension was approved!

Met with the Eater Superintendent and Hank Seeman from Humboldt County Public Works to discuss the Potter Valley Project and City concerns.

Met with the City Manager's Sales Tax Working Group to discuss the trends in Sales Tax. Online sales are having a dramatic impact on Rio Dell's Bradley Burns Sales Tax revenue which has been on a 5-year trend of revenue decline. The likely culprit is the growth of online sales and particularly how online sales are calculated and apportioned.

Attended the Redwood Empire Division Meeting in Fortuna on the 22nd and received an in depth presentation from Yana Valachovic, Forest Advisor and County Director, UC Extension on fire and its connection to homeowners insurance.

City Clerk

Processed Two (2) Building Permit Applications:

1285 Eeloa Ave. – 348 Sq. Ft. Residential Addition
70 Monument Road – Sewer Cleanout

Processed Two (2) Encroachment Permit Applications:

70 Monument Rd. – Install Sewer Cleanout in Sidewalk
88 Dixie St. – PG&E Replacing Gas Service

Misc:

Attended PACE (Employee Medical) Board of Directors meeting on August 21, 2025

Responded to Public Records Request from County of Humboldt Re: 64 Fern St.

Submitted Second Quarter Building Permit Report to the County Assessor's Office

Processed Planning Commission Agenda Packet for August 26, 2025 Regular Meeting



Attended Planning Commission Meeting on August 26, 2025

Responded to Public Records Request to Snap Tax Search for 309 Cherry Lane

Attended Keenan Webinar on Accretive Employee Benefit Compliance on 8/28/25

City Attorney

Human Resources, Risk & Training

Finance Department

Capital Project Financial Management

- Processed Progress Payments #4 and #5 for Rio Dell Drinking Water Infrastructure Improvement Project, maintaining optimal contractor cash flow and project timeline adherence.
- Submitted invoices #10 and #11 to State Water Board and coordinated corresponding RCAC draw requests #4 and #5, maximizing reimbursement timing and minimizing municipal cash flow impact.

Regulatory Compliance Leadership

- Developed comprehensive SB998 implementation framework with City Attorney, establishing clear protocols for Medical Certificate Requirements and Payment Plan Default procedures.
- Created internal procedural framework for federal "No Tax on Tips" legislation, positioning Rio Dell ahead of compliance deadlines.

Strategic Revenue Management

- Recalibrated Wastewater enterprise fund revenue allocation model based on current rate study, ensuring sustainable utility operations and equitable cost recovery.
- Led website modernization and procedural updates for Resolution 1645-2025 compensation schedule, enhancing transparency and operational efficiency.
- Delivered comprehensive five-year sales tax trend analysis to City Manager, providing critical data for strategic planning and budget forecasting.

Grant Administration Excellence



- Successfully processed CalOES earthquake disaster reimbursements through DSRs #4257-4259, maximizing federal disaster relief utilization for completed infrastructure repairs.
- Advanced Eel River Trail project through Change Order #10 and Progress Pay Application #06, maintaining project momentum with rigorous financial controls.
- Additional CDBG funding approval for owner-occupied rehabilitation program through strategic Humboldt County coordination.
- Facilitated Rio Dell Pedestrian Connectivity Construction advancement through timely allocation and finance letter execution.

Public Works Water

Monthly reports

Drought reports

Maintenance of Gateway Irrigation system

Assist Freshwater Environmental Services – Residential Backflow device compliance program

USA's Locates

Water leak repairs on Martin Dr.

Replaced failing ERTs before reading meters.

Meter reading.

Door hangers for unpaid accounts.

Monthly maintenance and calibration of Water treatment plant pH equipment

Water CIP construction meetings and field verifications.

Public Works Wastewater

Coordination and repairs services planning for WWTP Biosolids Dryer. (Ongoing with BCR)

Biosolids removal and cleanup WWTP tent

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 Polymer injection system and Biosolids Dryer

Cleaning and maintenance on Headworks equipment

Maintenance on Contact basin baffle walls and clean basin.

Public Works Streets, Buildings and Grounds

Mark out utilities for USA's (Underground Service Alerts)

Roadside mowing around town

Mow and Weedeat City Hall, Memorial and Blue Star parks.

Mowed freeway ramps on Painter St. and Davis St.

Repair leaking sprinkler heads at city hall and parks. (ongoing)

Weeds spray around town. (Vinegar concentrate)

Shop and vehicle reorganization.

Edge curbs on all parks and islands.

Weedeat Eel River Trail

Garbage removal at river bar and areas along Eel River Trail.

Public Works City Engineer

Public Works Capital Projects

Police Department

Patrol Statistics:

During August 19th - Aug 28th 2025, the Rio Dell Police Department handled 155 incidents. This includes 75 calls for service, and 80 Officer Initiated Contacts. 2 arrests were made. A total of 2 citations were issued for traffic offenses or other miscellaneous criminal violations. 3 total cases requiring investigation were taken.

Staffing:

The Police Department is currently down two (2) sworn officer positions.

- One lateral Police Officer is currently in backgrounds with our department.

Community Events / Notable Cases:



- Attended the Rio Dell “Back to School” night manning a table providing information on the Blue Envelope Program and Bicycle Safety.
- Robert Johnson, the suspect in a sexual crimes against children case in Rio Dell, took a plea bargain for 18 years in prison bringing this case to a successful conviction.
- Lucas Hernandez was stopped for traffic violations and subsequently arrested for possessing 23 grams (or 230 doses) of Methamphetamine.

Abatement Projects:

Residential Abatement:

- Total Active Cases 29
- 7 New open cases, 8 closed cases
- 2 of the cases are for City Owned Property
- 27 of the cases consist of excessive vegetation, junk vehicles, solid waste and ongoing violations.
-

Vehicular Abatement:

- Total Active Cases 4
- 7 New open cases, 3 closed cases
- 2 vehicles towed

Animal Control:

- 12 Calls for animal related issues
- 1 dog transported to Miranda’s

Community Development Department

Intergovernmental

Humboldt-Rio Dell Business Park



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

For Meeting of: September 2nd, 2025

☐ Consent Item; ☒ Public Hearing Item

To: City Council

From: Mary Clark and Libbi Wolfe, Community Service Officer's

Through: Kyle Knopp, City Manager

Date: September 2, 2025

Subject: Public Hearing on the Cost Recovery for the Abatement of 530 3rd Avenue

Recommendation:

1. Open the Public Hearing
2. Receive any testimony/evidence concerning the cost recovery for the abatement conducted at 530 3rd Avenue
3. Close the Public Meeting
4. Discuss the matter
5. Approve the Findings and Order Confirming Accounts and Assessment for the abatement of 530 3rd Avenue

Background and Discussion

On May 20, 2025 the abatement warrant was executed at 530 3rd Avenue. Chief Phinney, Corporal Landry, CSO Clark and two workers with Eel river transportation filled a 30 yard dumpster with solid waste, two vehicles were towed and one motor home filled with solid waste was removed from the property. The City's costs for the abatement were determined to be \$4,054.54.

Rio Dell Municipal Code (RDMC) Sections 8.10.310 through 8.10.330 cover the cost recovery process. RDMC Section 8.10.330 references the California Government Code Section 38773.5 which spells out the process for establishing taxes and assessments. This process requires two meetings, a public meeting followed by a public hearing.

Attachment(s): Findings and Order Confirming Account and Assessment

Section O, Item 1.

Notice of Public Meeting and Hearing Regarding Nuisance Abatement Cost
Recovery



**FINDINGS AND ORDER
CONFIRMING ACCOUNT AND ASSESSMENT**

In Re: Cost Recovery Hearing
City of Rio Dell v, Jonathan and Rebecca Dixon
530 Third Avenue, Rio Dell, California
AP# 053-072-008

September 2, 2025

On September 2, 2025, the Rio Dell City Council convened a hearing under Rio Dell Municipal Code Section 8.10.320 for the assessment of costs related to nuisance abatement activities at the subject premises recited above.

At said hearing the Council considered the evidence presented to it concerning the subject premises, including relevant documents, writings, codes, ordinances, as well as oral testimony at the hearing, and now, therefore, it makes the following:

FINDINGS:

1. The property located at 530 Third Avenue, Rio Dell, California is located in an Urban Residential zone within the City of Rio Dell, Humboldt County, California and is referred to as Assessor's Parcel Number 053-072-008; and
2. The Rio Dell Police Department received a complaint concerning the existence of violations on the property, to wit: Property use in violation of Rio Dell Municipal Code Section 8.10.020(a)(1), improper disposal of solid waste; and Section 8.10.020(c), junk vehicles; and
3. The property owner and/or occupants, were served with a Notice of Violation dated May 3, 2024, pursuant to Rio Dell Municipal Code Section 8.10.230, describing the violations and ordering abatement of those conditions; and
4. The property owner and occupants had significant and reasonable time to correct all violations and refused and/or failed to meet the deadlines prescribed by the Notice of Violation; and
5. The property owner and/or occupants were served with a Notice of Nuisance and Order to Abate dated July 24, 2024 pursuant to Rio Dell Municipal Code Section 8.10.260, giving the property owner and occupants additional, significant, and reasonable amount of time to correct the violations; and

6. The property owner did not contest the imposition of the Notice of Violation and Order to Abate; and
7. The property owner refused and/or failed to meet the deadlines imposed by the Notice of Violation and Order to Abate; and
8. On May 20, 2025, the City of Rio Dell did, in fact, abate said nuisance; and
9. The City of Rio Dell maintained an accurate and itemized account of the cost of the abatement, pursuant to Rio Dell Municipal Code Section 8.10.310; and
10. The property owner was served with a Cost Recovery Assessment outlining the costs incurred by the City and requesting that payment be made within thirty days; and
11. The property owner has refused and/or failed to make payment to the City for the cost of the abatement within the time allotted; and
12. The property owner was served with a Notice of Assessment, pursuant to Rio Dell Municipal Code Section 8.10.320, specifying the work done; an itemized account of the cost and receipts of performing the abatement; the amount of the assessment proposed to be levied against the property, the time and place where the Rio Dell Police Department would submit the account to the Rio Dell City Council for confirmation; and a statement that the City Council would hear and consider objections and protests to said account and proposed assessment; and
13. The costs of the abatement as set forth in the Notice of Assessment were necessarily incurred and are reasonable.

Following the said meeting and hearing, the City Council for the City of Rio Dell does hereby ordain and declare as follows:

ORDER:

1. That the account and proposed assessment of \$4,054.54 be, and is hereby, confirmed in full; and
2. That the Rio Dell Police Department shall cause to be prepared and recorded in the Office of the County Recorder, a Notice of Lien, which shall contain the identity of the property, a description of the proceedings under which the assessment was made (including this Order Confirming Assessment), the amount of the assessment, and a claim of lien on the described premises.

The City Council votes are tabulated as follows:

Mayor Debra Garnes:	Yes <input type="checkbox"/> ; No <input type="checkbox"/>
Mayor Pro Tem 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"/>

DATED: _____

Mayor of the City of Rio Dell

DATED: _____

Clerk of the City of Rio Dell



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

Notice of Public Meeting and Hearing Regarding Nuisance Abatement Cost Assessment

July 9, 2025

Via Certified Mail

To: Jonathan Dixon
530 Third Avenue
Rio Dell, California 95562

Location: AP# 053-072-008
530 Third Avenue
Rio Dell, California

This Notice of Public Meeting and Hearing Regarding Nuisance Abatement Cost Assessment follows the Notice of Violation, served on May 1, 2024; the Notice of Nuisance and Order to Abate, served on July 24, 2024; and the Notice of Abatement Cost issued on June 6, 2025. Notice is hereby given that the City of Rio Dell ("City") has completed the abatement of the nuisance conditions on the property located at 530 Third Avenue, Rio Dell, California, known as Assessor's Parcel Number 053-072-008, under the authority of the Section 8.10.290 of the Rio Dell Municipal Code. Attached is a cost recovery assessment, which specifies the work done, including an itemized account of the costs and receipts for the performing the abatement, and the total amount of the assessment to be levied against the property, to wit, \$4,054.54. Pursuant to Rio Dell Municipal Code Section 8.10.320, you have already been provided over thirty (30) days to pay this sum to the City.

Notice is further given that, on July 15, 2025, at its regular public meeting scheduled for 6:00 PM or as soon thereafter as the matter can be heard, the Rio Dell City Council, located at 675 Wildwood Avenue, Rio Dell, California, will schedule a public hearing on whether to impose a lien on your property in an amount equal to the City's nuisance abatement costs. The public hearing will be scheduled for September 2, 2025. If the costs of abatement are imposed by the City Council following the July 15, 2025, public hearing, the City will impose the costs of abatement as a special assessment against your real property; and the special assessment may be collected at the same time and in the same manner as is provided for the collection of ordinary County taxes; and shall be subject to the same penalties, interest, under the same

procedure for foreclosure and the sale in the case of delinquency as is provided for in or
County taxes.

Notice is further given that at public hearing on July 15, 2025 the City Council will hear and consider any objections and protests to the assessment. You may appear with an attorney or other representative, call and cross-examine witnesses, and present evidence on your behalf. Should the assessment be levied, the property may be sold after three years by the tax collector for unpaid delinquent assessments in accord with Rio Dell Municipal Code Section 8.10.330 and California Government Code Section 38773.5.

Mary Clark
Community Service Officer
Rio Dell Police Department

Date

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



DATE: September 2, 2025

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

SUBJECT: Authorization for Public Works Landscaping Services Request for Proposal

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Authorize the City Manager to develop and issue a Request for Proposals (RFP) for annual landscaping maintenance services; or, take no action

BACKGROUND

The City of Rio Dell currently uses its utility crew for grounds maintenance activities in addition to specialized utility operations that require technical expertise and involve regulatory compliance.

Over ten years ago, the City of Rio Dell issued an RFP for landscaping services, but from the memory of staff, the proposals came in at a very high cost. The proposal was dropped in favor of continuing to use the Utility Crew for grounds maintenance.

DISCUSSION

Rio Dell's small city staff means that many individual employees have a diverse array of responsibilities. In discussions amongst staff the topic of how to make the Public Works Department's Utility Crew function better, the topic has centered generally around providing better pay, more employees and revisiting the option to contract out landscaping services. This agenda item proposes to explore contracting out landscaping services as a potential method to make the utility worker positions more inviting, sustainable, less physically exhausting and to boost the morale of the Public Works Department.

Other benefits may include more specialized expertise in grounds maintenance and additional time for the City's utility crew to focus on training for and maintenance of various City systems.

Additional benefits may also include the level of landscape maintenance not being tied to the level of City staffing.

However, adding a contractor for this function without reducing costs in other areas will result in a net cost increase to the City. In this case were it to move forward, costs would theoretically rise in Water and Wastewater Fund operations as more of the time of the Utility Crew would be focused on that function. However, with more time focused on water and wastewater functions, customers may see fewer disruptions and a higher level of service.

Weighing the pros and cons of this approach are difficult to estimate. It is recommended that staff seek out proposals from licensed landscape maintenance outfits to better understand the costs of such work which will allow staff to better analyze an approach to the overall department.

///



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

For the Meeting of September 2, 2025

☐ Consent Item; ☒ Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: August 27, 2025

Subject: First Reading and Introduction of Ordinance No. 418-2025 amending the City's Accessory Dwelling Unit (ADU) Regulations to incorporate State mandated changes pursuant to SB 1211.

Recommendation:

That the City Council:

1. Allow staff to introduce and discuss Ordinance No. 418-2025 amending the City's Accessory Dwelling Unit (ADU) Regulations to incorporate State mandated changes pursuant to SB 1211.
2. Open the public hearing, receive public input, and deliberate, including amending the Planning Commission's recommendations; and
3. Continue the second reading and approval of the Ordinance to the meeting of September 16, 2025.

Discussion

California's housing crisis has led to a series of legislative actions aimed at increasing housing density. SB 1211 is the latest in this effort, specifically targeting multifamily properties. The law provides new rules for the construction of ADUs, particularly concerning the number of units allowed, parking requirements, and the permit approval process. The City of Rio Dell's current ADU ordinance, last updated in 2022, is not aligned with these new state mandates.

Staff recommends that the City initiate the process of updating the Rio Dell Municipal Code (RDMC) to incorporate the provisions of California Senate Bill (SB) 1211. This legislation, which became law on January 1, 2025, mandates specific changes to local accessory dwelling unit (ADU) regulations. Rio Dell's current code is not in full compliance with the new state law. Failure to update the RDMC could expose the city to legal challenges and limit its ability to effectively regulate ADU development. Updating the code will ensure compliance, provide clear guidance for residents and developers, and help increase the local housing supply.

SB 1211 introduced several key provisions that directly conflict with or are not addressed in the current RDMC. The primary areas of non-compliance are:

- **Number of Units:** The current RDMC allows a maximum of two detached ADUs on a multifamily lot. SB 1211 increases this to up to eight, provided the number of new ADUs does not exceed the number of existing primary units.
- **Parking Requirements:** The RDMC may require replacement parking when a garage or carport is converted. SB 1211 explicitly prohibits local governments from requiring the replacement of parking spaces when they are eliminated to build an ADU. This is a significant change that simplifies the development process for property owners.
- **Definition of "Livable Space":** SB 1211 provides a clear, state-mandated definition of "livable space" to streamline the approval of interior ADUs. The RDMC's current definitions do not include "Livable Space".
- **Ministerial Review:** The new state law reinforces a **ministerial review process** for ADU permits, which means the city must approve a qualifying application without a

discretionary review. The City's existing ADU regulations are consistent with the ministerial review requirements.

The Planning Commission approved the recommended amendments at their meeting of August 26, 2025 and recommends the Council adopt Ordinance No. 418-2025 implementing SB 1211.

California Environmental Quality Act

The proposed amendments are Statutorily Exempt pursuant to Section 21080.17 of the Public Resources Code. This exemption applies to the adoption of an ordinance by a city or county that implements the state's Accessory Dwelling Unit (ADU) law. Since SB 1211 makes technical changes and updates to ADU law, the adoption of a local ordinance to comply with it is considered to fall under this existing exemption.

Conclusion

Updating the Rio Dell Municipal Code to reflect SB 1211 is a necessary and timely action. It will ensure the City remains in compliance with State law, reduce potential legal risks, and provide a clear, consistent framework for property owners looking to add housing to their properties.

Attachment 1: Draft Ordinance 418-2025 amending the City's Accessory Dwelling Unit (ADU) Regulations to incorporate State mandated changes pursuant to SB 1211.

ORDINANCE NO. 418-2025



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING THE
CITY’S ACCESSORY DWELLING UNIT (ADU) REGULATIONS TO INCORPORATE
STATE MANDATED CHANGES PURSUANT TO SB 1211.**

WHEREAS, California Senate Bill (SB) 1211, which became law on January 1, 2025, is designed to encourage the construction of accessory dwelling units (ADUs) on multifamily properties; and

WHEREAS, this legislation aims to increase California's housing supply by removing barriers that previously limited the number and type of ADUs that could be built; and

WHEREAS, the bill raises the maximum number of detached ADUs allowed on a lot with an existing multifamily dwelling from two to up to eight. The total number of ADUs cannot, however, exceed the number of existing units on the property; and

WHEREAS, SB 1211 prohibits local governments from requiring the replacement of parking spaces when a surface lot, garage, or carport is demolished to build an ADU. This addresses a major obstacle to ADU development by making it easier to convert underutilized areas like parking lots into new housing; and

WHEREAS SB 1211 provides a clear, state-mandated definition of "livable space" to streamline the approval of interior ADUs. The RDMC's current definitions do not include “Livable Space”; and

WHEREAS, updating the Rio Dell Municipal Code to reflect SB 1211 is a necessary and timely action. It will ensure the City remains in compliance with State law, reduce potential legal risks, and provide a clear, consistent framework for property owners looking to add housing to their properties; and

WHEREAS, the Planning Commission has reviewed the proposed amendments to the Municipal Code, has found that the proposed amendments are consistent with goals and policies of the City's General Plan, and recommends adoption of the proposed amendments by the City Council; and

WHEREAS, the City Council finds and determines that the proposed amendments to the Municipal Code are adopted pursuant to the City's police power authority to protect the public health, safety, and welfare.

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

SECTION 1. Incorporation of Recitals.

The City Council of the City of Rio Dell finds that the above recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendments to Chapter 17 of the Rio Dell Municipal Code.

Section 17.10.010 Definitions is amended to include:

"Livable space" means any area within a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

Section 17.20.020 is amended as follows:

(2) General Provisions that Apply to All ADUs. The following provisions apply to all ADUs:

(a) One ADU and One JADU per Lot. One ADU is permitted per lot developed or proposed to be developed with a single-family ~~or multifamily~~ dwelling.

(b) Development Standards for ADUs on Multifamily Properties.

(i) Detached ADUs. Up to eight (8) detached ADUs may be created on a lot with an existing multifamily dwelling. The total number of detached ADUs cannot exceed the number of existing dwelling units on the property. These units must comply with all applicable development standards of this section.

(ii) Internal ADUs. One or more ADUs may be created within the existing space of a multifamily dwelling structure. The number of such ADUs shall be at least one and no more than twenty-five percent (25%) of the existing units on the lot.

(iii) Combination of ADUs. A property may combine detached and internal ADUs, provided the total number of units and the location of each unit are in compliance with the provisions of this section.

~~(b)~~ Ownership. An ADU and/or JADU shall not be sold separately from the principal dwelling.

~~(c)~~ Renting Permitted. The ADU and/or JADU may, but need not be, rented.

~~(d)~~ Short-Term Lodging Prohibited. The ADU and/or JADU shall not be rented for periods of 30 days or less.

(ef) Building Type. The ADU and/or JADU may be within, attached to, or detached from the existing or proposed principal residence and may be over a garage. An ADU may also be a manufactured home as defined in Section [18007](#) of the Health and Safety Code subject to the development standards in RDMC [17.30.200](#).

(fg) Sewer and Water Service. All new ADUs and/or JADUs within 300 feet of existing wastewater facilities shall connect to City's public wastewater systems. Parcels greater than 300 feet from existing wastewater facilities shall comply with all applicable County Health Department requirements for sewage disposal. All new ADUs shall connect to the City's public water system.

(gh) Existing Single-Family Residence. Where one single-family dwelling unit exists on a lot, a larger home may be constructed as the principal dwelling unit, and the existing unit treated as the ADU, provided all other development regulations and standards can be met for both units.

(hi) ADU and JADU Configurations within Residential and Mixed Use Zones. For purposes of this section, a junior accessory dwelling unit is an attached unit as defined in Government Code Section [65852.22](#). A building permit shall be ministerially approved for creation of any of the following, within a residential or mixed use zone:

(i) ADU or JADU within existing single-family structure.

(ii) One accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(iii) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical

dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(iv) The space has separate exterior access from the proposed or existing single-family dwelling.

(v) The side and rear setbacks are sufficient for fire and safety as established by the local fire authority, for fire response.

(vi) The junior accessory dwelling unit complies with the requirements of Government Code Section [65852.22](#).

(ij) New Detached ADU. One detached, new construction, accessory dwelling unit with minimum four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The detached accessory dwelling unit may be combined with an accessory dwelling unit or a junior accessory dwelling unit within an existing single-family structure or accessory structure as described in subsection (2)(h) of this section if:

(i) The attached ~~ADU~~ JADU contains no more than 500 square feet of floor space; and

(ii) The detached ADU contains no more than 800 square feet of floor space, and its height is no more than 16 feet. See subsection (3)(b) of this section, Total Floor Area, for detached ADUs that exceed 800 square feet.

(jk) ADUs in Existing Multifamily Structures. Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with State building standards for dwellings. At least one accessory dwelling unit is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units may be allowed.

~~(k) Detached ADUs with Existing Multifamily Structures. Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling, subject to a height limit of 16 feet and four foot rear yard and side setbacks.~~

Section 17.20.020(3)(e) is amended as follows:

(e) Parking. Each ADU requires one parking space. These spaces may be provided in tandem on a driveway. Off-street parking shall be permitted in setback areas or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(i) Exceptions to Parking Standards. Parking standards for an ADU shall not apply if the ADU is (A) located within one-half mile walking distance of public transit; (B) located within an architecturally and historically significant district; (C) part of the proposed or existing primary residence or an existing accessory structure; or (D) when on-street parking permits are required but not offered to the occupant of the ADU; or (E) when there is a car share vehicle located within one block of the accessory dwelling unit; or (F) replacement of parking spaces when they are eliminated to build an ADU is not required.

SECTION 3. California Environmental Quality Act (CEQA) Considerations.

The City Council finds that this Ordinance is Statutorily Exempt pursuant to Section 21080.17 of the Public Resources Code. This exemption applies to the adoption of an ordinance by a city or county that implements the state's Accessory Dwelling Unit (ADU) law. Since SB 1211 makes technical changes and updates to ADU law, the adoption of a local ordinance to comply with it is considered to fall under this existing exemption.

SECTION 4. Severability.

In the event that a court of competent jurisdiction holds any Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance unconstitutional, preempted, or otherwise invalid, the invalid portion shall be severed from this Ordinance and shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted each Section, subsection, paragraph, sentence, clause, or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses or phrases in this Ordinance might be declared unconstitutional, preempted, or otherwise invalid.

Section 5. 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 September 2, 2025, 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 September 16, 2025, by the following vote:

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

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 a full, true and correct copy of Ordinance No. 418-2025 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on September 16, 2025.

Karen Dunham, City Clerk, City of Rio Dell