



**RIO DELL CITY COUNCIL AGENDA**  
**REGULAR MEETING - 6:30 PM**  
**TUESDAY, AUGUST 01, 2023**  
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](http://cityofriodell.ca.gov). Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.

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

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

**Public Comment by Email:**

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

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

**Zoom Public Comment:**

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

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. CEREMONIAL MATTERS**

**E. PUBLIC PRESENTATIONS**

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

**F. CONSENT CALENDAR**

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

1. 2023/0801.01 - Approve Minutes of the July 18, 2023 Regular Meeting **(ACTION)** - Pg. #4
2. 2023/0801.02 - Adopt Resolution No. 1586-2023 authorizing the City Manager to execute the Certificate of Acceptance for the Eel River Trail easements **(ACTION)** - Pg. #12
3. 2023/0802.03 - Approve 2-year service agreement with Peterson Power Systems, Inc. for inspection, annual service, and load bank testing of the City's eight CAT generators in the amount of \$13,591 **(ACTION)** - Pg. #19
4. 2023/0802.04 - Authorize Mayor to execute Letters of Opposition to SB 423 (Wiener) and AB 309 (Lee) **(ACTION)** - Pg. #28

**G. ITEMS REMOVED FROM THE CONSENT CALENDAR**

**H. REPORTS/STAFF COMMUNICATIONS**

1. 2023/0801.05 - City Manager/Staff Update **(RECEIVE & FILE)** - Pg. #33

**I. SPECIAL PRESENTATIONS/STUDY SESSIONS**

**J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS**

- [1.](#) 2023/0801.06 - Receive staff update on Monument Road Slip Out Project  
**(DISCUSSION/POSSIBLE ACTION) - Pg. #39**
- [2.](#) 2023/0801.07 - Authorize Mayor to sign correspondence to Governor Newsom related to California Department of General Services purchase of real property in City of Rio Dell **(DISCUSSION/POSSIBLE ACTION) - Pg. #40**

**K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

**L. COUNCIL REPORTS/COMMUNICATIONS**

**M. ADJOURNMENT**

*The next regular City Council meeting is scheduled for  
**Tuesday, August 15, 2023 at 6:30 PM.***

**RIO DELL CITY COUNCIL  
REGULAR MEETING MINUTES  
JULY 18, 2023**

The regular meeting of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Garnes.

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

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

Absent: Community Development Director Caldwell

**PUBLIC PRESENTATIONS**

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

**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 a separate discussion. No items were removed.

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

- 1) Approve Minutes of the July 6, 2023 Regular Meeting;
- 2) Approve rejection of all Dog Park Bids, direct staff to meet with the Ad Hoc Committee to review bids, consider modifying the project and report back to Council;
- 3) Approve to remove Alonzo Bradford from the Nuisance Advisory Committee; and
- 4) Receive and File the Check Register for June.

Motion carried 5-0.

**REPORTS/STAFF COMMUNICATIONS**

City Manager/Staff Update

City Manager Knopp provided highlights of the staff update and reported that there was a fire near the infiltration gallery yesterday caused by juveniles lighting fireworks. Fortunately, there was no damage to city infrastructure but encouraged parents to educate their kids on the proper use of fireworks. He thanked the Rio Dell Fire Department for their quick response in getting out there and extinguishing the fire in short order.

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He reported that the staff is working on the development of a Hazard Mitigation Grant application for Solar Energy at the City's Corporation Yard and said that staff is very excited about that potential. FEMA staff has been responding to staff and helping to make the grant as competitive as possible.

He said that staff hopes to have an update to the City Council at the next meeting on the Monument slip-out project which occurred during the 2017 winter storms. FEMA approved the project and the bids came back within budget however; FEMA is holding up the final approval. Staff is working with the County Public Works Department and Congressman Huffman's office to try and expedite the final approval.

City Manager Knopp then reported that new vehicle graphics are being rolled out for the Police Department, inviting everyone to take a look at the new graphics on the CSO vehicle.

Councilmember Woodall referred to the Finance Department update and asked staff about the logistics with Castle Tire for the tire drop off event.

Finance Director Sanborn noted that the event will be on Saturday, August 19<sup>th</sup> from 10 a.m. to 2 p.m. Clean California through Caltrans will be advertising the event. The City just executed the agreement today so staff will be getting the word out soon. Castle Tire will be the company providing the two trailers where the tires will be received.

Councilmember Woodall commented that she saw the graphics on the CSO vehicle and that they look nice. She asked who did the design.

Chief Allen noted that a company in Seattle did the design.

**SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS**

Conduct Public Hearing and Approve the List of Delinquent Sewer Accounts to send to the Auditor/Controller for placement on the tax roll

Finance Director Sanborn provided a staff report and said that on July 6, 2023, the City Council adopted Ordinance No. 399-2023 which allowed the City to send delinquent sewer charges to the auditor-controller and add them to the tax roll as a lien.

He said that the City is required to follow protocol under the Health and Safety Code §5473 including holding a public hearing. During the hearing, the City must hear and consider all objections or protests to the written report referred to in the notice. If the City finds that the protest is made by owners of a majority of separate parcels of property described in the report, then the report shall not be adopted and the charges shall be collected separately from the tax roll and shall not constitute a lien against any parcel of land.

Upon conclusion of this hearing, the City may adopt, revise, change, reduce, or modify and charge or overrule any or all objections and shall make its determination upon each charge as described in the written report, which determination shall be final.

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On or before August 10 of each year following the final determination, the clerk shall file with the county auditor a copy of the report as adopted by the City Council.

Staff's recommendation was to open the public hearing, receive public input, deliberate, close the public hearing, and approve the final list of delinquent sewer accounts to send to the auditor-controller for placement on the tax roll.

Mayor Garnes opened the public hearing to receive public comments. No public comment was received and the public hearing was closed.

Motion was made by Woodall/Carter to approve the list of delinquent sewer accounts to send to the auditor/controller for placement on the tax roll. Motion carried 5-0.

Receive Staff Update on status of the former Todd Property – APN 053-041-002 & 053-031-002 now owned by the State of California

City Manager Knopp provided an update on the status of the former Todd property located at the intersection of US 101 and Davis St. He said that the parcel is an 18 +/- acre largely undeveloped parcel that was recently acquired by the State of California Department of General Services for the use as the Humboldt/Del Norte Cal Fire regional headquarters facility.

He said that historically, the City has had an interest in seeing this parcel developed and stretches back decades with many different approaches and efforts for development including recently. On April 27, 2023, the property sold to the State for \$1,820,000. As such, the property is now under the control of the California Department of General Services (DGS).

He noted that Cal Fire has been interested in potentially three locations in or near the City of Fortuna; one of which was highly preferred by the local headquarters. For reasons that are still not entirely clear, they moved forward with the purchase of the Rio Dell location.

To date, staff has had two meetings with representatives from the Humboldt/Del Norte unit and what has been conveyed to the City is that Cal Fire intends to use the full 18 acres. They are beginning the design phase that is expected to last about two years with occupancy of the site as early as 2028 or 2030. According to local representatives of Cal Fire, the agency is looking at the next 100 years of expansion which means that all 18 acres will likely not be developed by 2030 but will be set aside for potential future development. They also indicated the possibility of co-location at the site with the U.S. Forest Service.

City Manager Knopp continued with an overview of potential benefits of Cal Fire coming to Rio Dell which included the following:

- Cal Fire is a significant employer.
- They would be providing an anchor for the site and the community.
- Cal Fire Headquarters would be an icon and central hub for community.

- Employees on site would want access to lunch services and potentially want to move here.

Potential concerns included the following:

- The site would not be available for housing or any type of commercial development.
- The non-development for housing or commercial use creates a “hole” in the General Plan which potentially impacts the City’s Regional Housing Needs Allocation (RHNA) compliance.
- Rio Dell meets RHNA allocation for low-income with the Danco Project coming in but remain short on medium to upper-income housing which could impact future transportation funding.
- The development would be creating the “island” effect with independent utilities and cutting off connectivity between neighborhoods.
- It takes prime real estate for commercial and housing development and turns it over to the State which largely gets to bypass any local regulations, including local permitting processes and any method for the City to try and mitigate and integrate the design and process to the City.

City Manager Knopp noted that staff has also been doing some research and discovered that comparable Cal Fire headquarters throughout the State of California are sited on 5-7-acre plots so 18 acres is quite a large piece of land for a facility that currently sits on a 3-acre piece of land in Fortuna. He commented that this is certainly not the highest and best use of the land and potentially puts it into a situation where surplus land in the State of California could be turned over to the government for low-income housing. With the land being State-owned, there is no real local control so this potentially could happen as part of this plan or down the road 100 years.

He said that as the Council is aware, a thriving commercial core is really the lifeblood of any city. The ability for visitors to stay in a hotel and access needed services is what funds a city operation. Essentially what this project is doing, is taking 18 acres of prime property completely out of the economic equation for Rio Dell. Even if all of the CEQA rules applied to this development, it doesn’t cover the financial impact of proposed developments.

The cost to support the local police department goes up every year and we know that the city has to do something regarding economic development. The City Council developed an economic development plan and the Todd property was one of the central components of that plan. In the long term, there are some benefits to this proposed development but the reality is that staff, council members and members of the community believes that there has got to be a way to meet everybody’s needs with 18 acres. Cal Fire could get everything they need for their facility and still allow a portion of the parcel to be split for a housing and commercial development. This would make a better end product that integrates with the community and provides additional economic activity and long-term sustainable housing and commercial development. That is what staff has been trying to impress upon with Cal Fire representatives and local legislative leaders.

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City Manager Knopp asked the Council for direction in terms of where they would like to see things go, whether it be to back off or continue to monitor the proposal including reaching out to the Department of Housing and Community Development, State Architect Department, State Lands and Public Works Commissions in addition to legislative outreach. He noted that staff has already reached out to Senator McGuire on this issue and continues to add to that advocacy. Staff also intends to start identifying potential impacts of this development and also making the broader public aware of the proposal to help identify those impacts.

He pointed out that this project would be abutting a neighborhood, creating potential traffic impacts, potential radio communications towers, drainage impacts, and interfacing with water and wastewater systems so there is a lot to look at here. Unfortunately investigating those potential impacts, comes at a cost to the City.

He said that staff is looking for general direction from the Council on how they would like staff to proceed.

Councilmember Orr said that he absolutely would like staff to pursue the issue and continue investigating. He said that the parcel is a huge chunk of land that could be utilized for new businesses, adding that the downtown has limited space for development.

Councilmember Wilson agreed with Councilmember Orr and said that it is disappointing that the State does not have to comply with the same rules everyone else has to. He asked what was entailed in Cal Fire having their own independent water system.

City Manager Knopp explained that according to the RFQ, it would essentially be the development of a private well on site. He pointed out that in mentioning this plan to the City Engineer, he indicated that it would be highly unlikely that they could produce any real results based on the composition of the ground. He said that it would not be cost effective for them to do anything but connect to the City's water system.

Mayor Pro Tem Carter agreed to keep investigating and asked what the vibe seems to be in talking to local representatives.

City Manager Knopp said that our local representatives are fantastic and are heroes of the community. With an agency the size of Cal Fire, the decisions are being made at the top level and that involves the State bureaucratic process and also DGS which mostly serves internally State apparatuses and very much not a public interfacing agency.

Councilmember Woodall suggested pursuing all avenues.

Mayor Garnes called for public comment on the subject.

**Sharon Wolff** asked when the next time the RHNA calculations are done.



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City Manager Knopp was not aware of the date but indicated that there is a process underway by the State to recalculate RHNA numbers in which case, the numbers will likely become larger rather than smaller.

Update from Mayor on Citizen Recognition for Earthquake Response

Mayor Garnes said that after the December and January earthquakes, the community came together to help distribute food and water and do whatever was needed to help with recovery efforts. However, three young men went over and beyond what most young men would do. They came out on their own without being asked and were there every day to help. She said that she felt that they should be recognized in some way to let them know that we see them and appreciate them for what they did. She said that rather than just presenting them with a Proclamation, she thought it would be nice to present them with a plaque during Wildwood Days with their friends and the community present to recognize them. She said that she had a conversation with the City Manager and the City Clerk and decided to get the City Council on board and come to the barbeque on Sunday where they each will be presented with a "Good Citizen Plaque." Hopefully this will encourage youth to become more involved in the community.

Councilmember Woodall asked if the plaques would be presented during the parade or the Fireman's barbeque. She agreed that kids need to be recognized for helping the community. She agreed to contact the Fire Department to arrange for the presentation of the awards at the Sunday barbeque.

Mayor Pro Tem Carter commented that the oldest of the three kids was at the Fire Hall to help from early morning to night for over a month.

Councilmember Orr said as a teacher witnessing the degradation of the youngest members of society, anything the City can do to honor those that help the community is a good thing.

Councilmember Wilson said that the City should do whatever it can to encourage more kids to get out there and help their community. These kids are likely the ones that will end up serving the community as adults and perhaps being the future Fire Chief or other leaders of the community. He agreed they should be thanked and acknowledged for stepping up to help the community.

Mayor called for public comment.

**Sharon Wolff** suggested in addition to presenting them with a plaque at the barbeque, to perhaps invite them to ride in the parade on the fire truck. She agreed that the kids need recognition and it is also good to show the community that there are these young people in our community. She said that it would be a good teaching opportunity to inform kids about what to do at home to prepare for disasters.

Councilmember Orr commented that in taking a holistic approach, he suggested notifying the Humboldt County Office of Education and letting them know what these kids did to help during the emergency.

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**ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Second Reading (by title only) and Adoption of Ordinance No. 400-title only) of Ordinance No. 400-2023 Amending Chapter 2.05.010 and 2.10.160(2) of the Rio Dell Municipal Code (RDMC) changing the meeting time for Regular City Council meetings from 6:30 p.m. to 6:00 p.m.

City Manager Knopp provided a staff report and said at the last meeting, the ordinance was introduced changing the start time for regular City Council meetings from 6:30 p.m. to 6:00 p.m. With passage of the ordinance, it would become effective 30 days after adoption and would be implemented beginning with the September 5, 2023 regular meeting of the City Council.

Mayor Garnes opened the public hearing to receive public input on the proposed ordinance. No public comment was received and the public hearing closed.

A motion was made by Carter/Orr to approve the second reading (by title only) and adopt Ordinance No. 400-2023 amending Chapter 2.05.010 and 2.10.160(2) of the Rio Dell Municipal Code (RDMC) changing the meeting time for regular City Council meetings from 6:30 p.m. to 6:00 p.m. Motion carried 5-0.

**COUNCIL REPORTS/COMMUNICATIONS**

Mayor Pro Tem Carter announced that there would be a Nuisance Advisory Committee meeting at City Hall tomorrow at 3:00 p.m. and invited the public to attend.

She also reminded everyone that “Pints for Nonprofits” would be held at the Scotia Lodge on Friday, July 21<sup>st</sup> from 5-8 p.m. with a portion of the proceeds going to the Rio Dell-Scotia Chamber of Commerce. She invited everyone to come on out and have a beer and some food and enjoy the festivities.

She said that on Saturday, July 29th the Community Resource Center would be organizing a volunteer community clean-up event for a portion of Wildwood Avenue and would be providing buckets, gloves, vests and pickers for any volunteers willing to join in. Volunteers were asked to meet at the Community Resource Center at 8:30 a.m. for coffee and baked goods with the cleanup scheduled from 9-11 a.m.

Mayor Pro Tem Carter also reported that she would be attending a RREDC meeting on Monday.

Councilmember Woodall reported that she attended the Fire Department board meeting and one interesting thing they talked about was that the Shivley Bridge is getting put in so they would be able to take their larger equipment in to fight fires if necessary.

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

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Councilmember Wilson reported that the last HWMA meeting was cancelled due to the lack of a quorum. He reminded the community that RCEA has a Community Action Committee (CAC) and there currently is an opening on that committee for a Rio Dell community member. He asked anyone interested to contact RCEA or him by way of City Hall and he would get their name submitted.

Mayor Garnes reported there would be a Long-Term Recovery Group meeting with Senator McGuire on Wednesday followed by a Seismic Safety Committee on Thursday at City Hall.

Mayor Pro Tem Carter announced that she would be teaching “Boot Scootin Boogie” lessons at the Fire Hall on Friday, July 21st and 28th from 10-11 a.m. in preparation for the Wildwood Days parade and invited everyone to join in.

**ADJOURNMENT**

A motion was made by Carter/Wilson to adjourn the meeting at 7:24 p.m. to the August 1, 2023 regular meeting. Motion carried 5-0.

\_\_\_\_\_  
Debra Garnes, Mayor

Attest:

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

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



**For the Meeting of August 1, 2023**  
 Consent Item;  Public Hearing Item

To: City Council  
From: Kevin Caldwell, Community Development Director   
Through: Kyle Knopp, City Manager  
Date: April 25, 2023  
Subject: Certificate of Acceptance Eel River Trail; Resolution No. 1586-2023

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**Recommendation:**

That the City Council:

1. Authorize the City Manager to execute the Certificate of Acceptance for the Eel River Trail easements.

**Discussion:**

As the Council is aware the City received a Clean California Grant for the development of the Eel River trail between Edwards Drive and Davis Street. The trail will be a 10' paved, ADA-compliant Class I shared-use trail with 2' gravel shoulders. At the southern gateway to the new trail, the remaining dirt and asphalt cul-de-sac will be replaced with an asphalt parking area. The improvements at the southern gateway include a bioretention area with drainage infrastructure, waste receptacles, a bench, a water fountain, a kiosk with directional & interpretive signage, and removable bollards at the trail entry point.

Although the City had an easement for "Public Road" purposes over the two properties, the City requested that the two property owners execute easements for the trail in exchange for the City "Quitclaiming" the City's easement for a public road.

Resolution No. 1586-2023 authorizing the City Manager to execute the Certificate of Acceptance is included in Attachment 1. The Certificate of Acceptance is included in Attachment 2.

**Attachment 1:** Resolution No. 1586-2023 authorizing the City Manager to execute the Certificate of Acceptance.

**Attachment 2:** Certificate of Acceptance

**RESOLUTION NO. 1586-2023**



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE CERTIFICATE  
OF ACCEPTANCE FOR THE EEL RIVER TRAIL EASEMENTS.**

**WHEREAS** the City applied to the State of California for a Clean California Grant for the development of the Eel River trail between Edwards Drive and Davis Street; and

**WHEREAS** the trail will be a 10’ paved, ADA-compliant Class I shared-use trail with 2’ gravel shoulders; and

**WHEREAS** at the southern gateway to the new trail, the remaining dirt and asphalt cul-de-sac will be replaced with an asphalt parking area.

**WHEREAS** the improvements at the southern gateway include a bioretention area with drainage infrastructure, waste receptacles, a bench, a water fountain, a kiosk with directional & interpretive signage, and removable bollards at the trail entry point; and

**WHEREAS** in consideration of the dedication, the City of Rio Dell agrees to install and maintain appropriate fencing acceptable to both parties in design and location; and

**WHEREAS** the City of Rio Dell agrees to keep the said trail in good maintenance and repair subject to the City of Rio Dell’s approval and execution of the Certificate of Acceptance.

**BE IT RESOLVED** by the City Council of the City of Rio Dell as follows:

**SECTION 1:**

The City Council hereby authorizes the City Manager to execute the Certificate of Acceptance for the Eel River Trail easements.

**PASSED and ADOPTED** at a regular meeting of the City Council of the City of Rio Dell on August 1, 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor Debra Garnes

STATE OF CALIFORNIA  
City of Rio Dell

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 Resolution No. 1586-2023 adopted by the City Council of the City of Rio Dell on August 1, 2023.

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

**Recording Requested by:**  
City of Rio Dell  
Exempt Government Code § 27383

**Return to:**  
City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA. 95562

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### Certificate of Acceptance

**WHEREAS** the City applied to the State of California for a Clean California Grant for the development of the Eel River trail between Edwards Drive and Davis Street; and

**WHEREAS** the trail will be a 10' paved, ADA-compliant Class I shared-use trail with 2' gravel shoulders; and

**WHEREAS** at the southern gateway to the new trail, the remaining dirt and asphalt cul-de-sac will be replaced with an asphalt parking area.

**WHEREAS** the improvements at the southern gateway include a bioretention area with drainage infrastructure, waste receptacles, a bench, a water fountain, a kiosk with directional & interpretive signage, and removable bollards at the trail entry point; and

**WHEREAS** the area dedicated to the City is described in Exhibit A; and

**WHEREAS** in consideration of the dedication, the City of Rio Dell agrees to install and maintain appropriate fencing acceptable to both parties in design and location; and

**WHEREAS** the City of Rio Dell agrees to keep the said trail in good maintenance and repair subject to the City of Rio Dell's approval and execution of the Certificate of Acceptance.

**NOW, THEREFORE, BE IT RESOLVED** this is to certify that the City of Rio Dell hereby accepts the Offer of Dedication (Grant Deeds dated March 23, 2023, and March 15, 2023) pursuant to the authority conferred by Resolution No. 1586-2023, dated August 1, 2023.

Dated \_\_\_\_\_

\_\_\_\_\_  
**Kyle C. Knopp, City Manager**  
**City of Rio Dell**



*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of California  
 County of Humboldt

On \_\_\_\_\_, before me, **Joanne Farley** personally appeared **Kyle C. Knopp** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT "A"**

All that real property situated in the City of Rio Dell, County of Humboldt, State of California, as shown below.

**Parcel 1**

Portion of APN: 053-011-024

That portion of Parcel 2 of Parcel Map No. 1962 filed in Book 17 of Parcel Maps, Page 64, Humboldt County Records lying Easterly of the following described line:

COMMENCING on the North line of Parcel 2 of Parcel Map No. 2958 filed in Book 27 of Parcel Maps, Pages 39 – 41, Humboldt County Records at a point that is Easterly 1010.21 feet from the monument identified as Monument C on said Parcel Map;

thence South 25 degrees 00 minutes 00 seconds West, 348.4 feet, more or less, to the South line of said Parcel 2 of Parcel Map No. 2958, being the TRUE POINT OF BEGINNING of said easement;

thence continuing South 25 degrees 00 minutes 00 seconds West, 356.4 feet, more or less, to the South line of said Parcel 2 of Parcel Map No. 1962.

**Parcel 2**

Portion of APN 053-011-028

That portion of Parcel 2 of Parcel Map No. 2958 filed in Book 27 of Parcel Maps, Pages 39 – 41, Humboldt County Records lying Easterly of the following described line:

BEGINNING on the North line of said Parcel 2 at a point that is Easterly 1010.21 feet from the monument identified as Monument C on said Parcel Map;

thence South 25 degrees 00 minutes 00 seconds West, 348.4 feet, more or less, to the South line of said Parcel 2.



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

**TO:** Mayor and Members of the City Council

**THROUGH:** Kyle Knopp, City Manager

**FROM:** Karen Dunham, City Clerk for Derek Taylor, Wastewater Superintendent

**DATE** August 1, 2023

**SUBJECT:** Peterson CAT Service Agreement

**RECOMMENDATION**

Approve a 2-year service agreement with Peterson Power Systems, Inc. for inspection, annual service, and load bank testing of the City of Rio Dell’s eight CAT generators in the amount of \$13,591.

**BACKGROUND AND DISCUSSION**

The services will be designed around the Manufacturer’s Recommended Standards, will be performed on a flat rate basis, and include labor, travel, and service parts as indicated in the agreement

**ATTACHMENTS:**

Customer Value Agreement



Date: 07/07/2023  
 Proposal #: DKG230702N

Prevailing Wage

**Customer Value Agreement  
 Prepared for City of Rio Dell**

Acct #: 5423100  
 Contact: Derek Taylor  
 Email: taylord@cityofriodell.ca.gov  
 Phone: 707 764 5754/707 351 1676  
 Fax:  
 Billing Address: 675 Wildwood Ave, Rio Dell CA  
 95562

Prepared by: Dennis K. Gordon  
 Email: DKGordon@petersonpower.com  
 Phone: (530) 227-2923  
 Business: 2828 Teagarden Street  
 Address: San Leandro, CA 94577

Peterson Power Systems, Inc. agrees to perform the services listed below for City of Rio Dell. The agreement will be for a period of TWO years, commencing on acceptance date. These services will be performed on the units listed below at the stated price.

The units are located at: Various locations City of Rio Dell. The services have been designed around the Manufacturer's Recommended Standards, will be performed on a flat fee basis and include labor, travel and service parts as indicated below. Taxes, if applicable, are not reflected, unless otherwise noted. Following is a summary of charges for the agreement.

Unit	Location	Make	Model	Serial No	\$ Inspection x Freq	Annual	Load Test	3 Yr Service	Battery Replace	Megger	Coolant sampl g/analys s	Total	
1	Corp Yard Yr 1	CAT 600	C18	G7A04219	532 x 1	1,682			778		20	\$3,012	
2	Fern Street Yr 1	CAT 50	D50-2LC	CN301177	454 x 1							\$454	
3	Painter Street Yr 1	CAT 50	D50-2LC	CN301173	454 x 1							\$454	
4	Off Northwestern St Yr 1	CAT 100	XQ125	CK500337	454 x 1	993					20	\$1,467	
5	Corp Yard Yr 2	CAT 600	C18	G7A04219	561 x 1	1,769	1,475				20	\$3,825	
6	Fern Street Yr 2	CAT 50	D50-2LC	CN301177	477 x 1	922					20	\$1,419	
7	Painter Street Yr 2	CAT 50	D50-2LC	CN301173	477 x 1	922					20	\$1,419	
8	Off Northwestern St Yr 2	CAT 100	XQ125	CK500337	477 x 1	1,044					20	\$1,541	
<b>Total</b>						<b>\$3,886</b>	<b>\$7,332</b>	<b>\$1,475</b>	<b>\$0</b>	<b>\$778</b>	<b>\$0</b>	<b>\$120</b>	<b>\$13,591</b>

Work is priced to be performed during normal working hours, Mon-Fri 7:00am-3:30pm

Only services priced above are to be performed

Applicable environmental charges, consumable supplies and fuel are not included in above pricing

The services listed above include, but are not limited to, the following. For a complete listing of service options please see Attachment B.

An **Inspection** includes an individual inspection of each unit. The technician will verify the fluid levels (oil, coolant and fuel), service the batteries, ensure proper operation of battery charging system, perform an operational check of the engine and generator (as applicable), and provide a completed service report detailing the service and any potential problems that should be addressed.

An **Annual Service** includes a full inspection (see description above) of each unit and a full service which

includes; the replacement of engine oil, oil filters and fuel filters. Air filters are replaced on an as needed basis for an additional charge. Please contact your PSSR if you would like your air filters replaced.

**Load Bank Testing** is recommended annually for any generator that is not run "under load" (maintaining a load of at least 30% of its kilowatt (kW) rating) regularly, to ensure the proper operation of your generator. A load test will include the connection of a portable resistive load bank. The load will be varied in steps for a hour duration.

Every three years, engine manufacturers recommend replacement of cooling system belts, cooling system hoses and coolant. In addition, the three year services (PM-3) include upgrading block heater hoses to high temperature silicone hoses. Block heater isolation ball valves will be installed on any engine not already (if applicable) equipped. Engine thermostat and radiator cap are also replaced.

Batteries are recommended for replacement on a three year cycle, and will be replaced with Maintenance Free batteries unless otherwise specified by the customer.

**Notes and/or Exclusions:**

Oil sampling and analysis are included with annual service pricing

Results of services will be forwarded to you in a detailed report listing any components and/or areas requiring further attention for repair.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order

THANK YOU FOR THE OPPORTUNITY TO SERVE ALL OF YOUR POWER NEEDS.

The pricing in this proposal is valid for 90 days from the date above. The Purchaser identified above accepts and agrees, upon the signing of this proposal, to purchase and pay for the products and labor furnished by Peterson Power Systems, Inc., specifically for the above-identified equipment in this proposal. Services are quoted to be performed during normal working hours. Peterson Power Systems, Inc. will bill upon completion of the service. Any repair work required over and above the quoted service will be performed on a time-and-material basis, subject to the customer's written authorization. Warranty and Customer Registry coverage on Caterpillar parts, where applicable, will apply as a credit to the customer. The Purchaser will be charged for travel time and mileage associated with any service cancelled on the same date it was scheduled. For further terms and conditions please see Attachment A.

PETERSON POWER SYSTEMS, INC. CUSTOMER VALUE AGREEMENT TERMS AND CONDITIONS

Attachment A

1. Terms and Conditions. These Terms and Conditions ("Terms") govern the purchase of the goods (including, but not limited to, new and used equipment, trucks, attachments, components, technology and parts (collectively, "Goods") and services ("Services") from Peterson Power Systems, Inc., a California corporation ("Company") by the individual or entity identified on the Customer Value agreement on the reverse side hereof as Customer (the "Customer"), together with any Change Orders, exhibits, schedules, attachments and appendices making up a part of such Customer Value agreement (collectively, the "CVA"). Company and Customer are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Unless otherwise agreed to in a writing signed by an authorized signatory of Company, Company hereby expressly rejects the terms of any purchase order or any other document submitted by Customer to Company, unless such purchase order or document is signed by Company's authorized representative. The placing of an order with Company or the receipt or acceptance of Services by Customer constitutes Customer's acceptance of these Terms as set forth herein. For purposes of the CVA, the term "authorized signatory of Company" means any one of the corporate or executive officers of the Company (i.e., CEO, President, Vice President, Secretary, CFO, or Treasurer) or Branch Manager.

2. Term and Termination. The CVA shall commence as of the date of the last signature on the reverse side hereof and shall continue until the delivery of the Goods and/or completion of the Services, as applicable, unless sooner terminated in accordance with these Terms. Company may terminate this CVA upon written notice if Customer (a) fails to pay any amount due under this CVA when due, in which event this CVA will terminate upon the termination date set forth in such letter or if no such date is included, then three (3) business days of delivery by Company of such notice; (b) becomes insolvent, enters into voluntary or involuntary bankruptcy, commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors (or assigns its interest to a third party creditor), or ceases to conduct business, in which event this CVA will terminate immediately; or (c) otherwise breaches this CVA and such breach remains uncured (either as a result of the failure or refusal of Customer to cure such breach or because such breach is incapable of cure) for thirty (30) days of delivery of such notice. Additionally, Company may terminate this CVA at any time upon sixty (60) days written notice to Customer. Customer may terminate this CVA upon written notice if Company materially breaches any provision of the CVA and such breach remains uncured through no fault of Customer, within sixty (60) days of written notice by Customer to Company. In the event of termination of this CVA, Customer will remain obligated for payment for any Goods delivered and any Services performed by Company prior to the effective date of termination and for any cancellations charges for work in progress as of and prior to such effective date of termination.

3. Order and Delivery of Goods or Performance of Services. All orders for Goods and Services are subject to credit approval, which is subject to final acceptance by Company in its sole discretion. Customer shall have no right to cancel orders for Goods once a purchase order is issued to Company; provided, however, some parts may be returnable to Company in accordance with Company's then current parts return policy. Company will exercise commercially reasonable efforts to meet any performance dates set forth in the CVA, which such dates are estimates only. Company will have no liability for any loss associated with the delay in the delivery of Goods or performance of Services under the CVA. Additionally, Company will not be deemed in breach of its obligations under this CVA or otherwise liable for any costs, charges, losses sustained or incurred by Customer for any delay in the delivery of Goods or performance of Services arising out of, caused by or in any way related or connected with any circumstances beyond its reasonable control, including, but not limited to delays caused by acts or omissions to acts by Customer or its Agents, acts of God, acts of war or terrorism, fire or other casualty, storms or adverse weather, strikes, labor shortages or disturbances, shortages of materials, manufacturer delays, theft or vandalism, transport and handling accidents, or revisions to laws, regulations or governmental requirements. As used herein, the term "Agents" means principals, employees, contractors, subcontractors, consultants, agents, representatives and any persons within the direction or control of Customer or acting on behalf of or for the benefit of Customer in connection with the Goods and Services hereunder.

Customer understands and acknowledges that the CVA or Proposal made by Company to Customer has been made by Company in reliance on representations made by Customer regarding, among other things, the cleanliness, functionality, operational status, condition, prior use, contents and nature of the equipment or machinery that will be subject to the Services. Should any of the representations on which Company relied in preparing the Services be for any reason false or incomplete, or if Company shall reasonably determine in the course of performing the Services that additional repair, maintenance or improvement services are necessary to satisfy its obligations hereunder, Company will promptly provide to Customer an estimated cost of the additional work necessary to satisfy its obligations hereunder ("Additional Work"). If Customer either declines or fails to agree to modify the Proposal and scope of Services to include the Additional Work within thirty (30) days, Company will be entitled to terminate without penalty this CVA in accordance with these Terms. Additional Work approved or accepted by Customer shall be deemed part of the Services hereunder and subject to these Terms (except as otherwise provided in such Additional Work - i.e., estimated costs). Company reserves the right to charge for any cancellation by Customer of any scheduled Services. Customer will pay for any partially completed work based on time and materials at Company's prevailing rates. Additional handling and storage fees may apply to partially completed work.

4. Customer's Obligations. Customer shall comply with Applicable Law in connection with its use, handling, maintenance, storage and operation of the machinery and equipment and shall cause its Agents (defined below) to comply with all such Applicable Law. As used herein "Applicable Law" means all applicable federal, state and local laws pertaining to its covenants and obligations under the CVA and its performance of the same, together with these Terms and all rules, regulations, standards, procedures and protocols pertaining or related to the machinery or equipment subject to the CVA, as stated or endorsed by Company or the manufacturer of such machinery or equipment. Customer shall cooperate with Company in all matters relating to the Goods and Services described subject to the CVA and to the extent Services are required, will make available to Company the machinery or equipment on which the Services are to be performed or provide such access to Customer's premises and facilities as may reasonably be requested by Company for the purposes of performing such Services. Customer shall provide directions, information, approvals, authorizations, decisions or materials that are reasonably necessary for Company to perform the Services. Customer shall maintain the premises on and around which the Services will be performed in a reasonably safe condition and shall notify Company in advance of any hazards, dangerous conditions and defects that cannot be abated. Customer warrants that the invoiced Goods or Services will be used for business or agricultural purposes and not for personal, family or household purposes. The representations and warranties of Customer under this CVA shall survive any expiration or termination of this CVA.

5. Pricing. Unless otherwise set forth in the CVA or a written proposal issued by Company ("Proposal"), the price for Goods shall be Company's list price for such Goods on the date such Goods are delivered to Customer. Unless otherwise set forth on a Proposal, the labor rates for Services shall be Company's standard labor rates for the applicable type of Service (including, but not limited to, field rates, shop rates, specialty rates or other rates, as applicable) in effect at the time the Services are performed. Unless expressly provided for on a Proposal, pricing and labor rates for future orders is subject to change without notice. Pricing and risk of loss for purchased Goods is FOB Company's site, unless purchased Goods are shipped to Customer directly from the manufacturer, in which case pricing and risk of loss is FOB factory. Any claims for shortages, damages, or delays must be made by Customer direct to the carrier.

6. Taxes. Customer will promptly pay to Company any taxes that Company is required to collect with respect to the purchase of Goods and Services or any amounts payable by Customer under the CVA, including, but not limited to, value added, personal property, sales, use, excise and similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"). For any Taxes from which Customer claims exemption, Customer shall provide Company with properly completed exemption certificates and any documentation needed to validate the exemption. If Customer fails to provide an appropriate exemption certificate and supporting documentation, as determined by Company, Customer will remain liable for all such Taxes and will indemnify Company for any liability related to the same.

7. Change Orders. Subject to Section 3, above, if either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. Company shall, within a reasonable time after such request, provide a written proposal to Customer of (i) the likely time required to implement the change and (ii) any necessary variations to the fees and other charges for the Services arising from the change. Within thirty (30) days after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a

“Change Order”). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the above, Company may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the CVA or relevant Proposal or Change Order.

8. Payment. For Customers with an open credit account with Company, machine sales payments are due Net 10, and all other payments are due Net 30. For Customers who do not have an open credit account with Company, payment is due upon delivery of Goods or completion of Services. Company may, in its sole discretion, at any time: (a) revoke credit; (b) modify terms and conditions of credit; (c) require payment in advance; and/or (d) withhold Goods, completed Services or scheduled Services until receipt of full payment then owing by Customer to Company. If Customer fails to pay for Goods and Services as and when due, Customer shall pay a late charge of 1.5% of the invoice balance each month until charges are paid in full, and Customer shall pay Company all reasonable attorneys' fees and collection costs incurred by Company.

In addition to any other right of set-off or recoupment Company has under applicable law, Customer agrees that, with respect to any amounts due from Customer or Customer's affiliates to Company or Company's affiliates, Company and its affiliates may set-off such amounts against any amounts owing to Customer or Customer's affiliates. If Customer requests customization of machinery or equipment, Customer agrees to pay all parts and labor costs Company incurs in customizing the machinery or equipment, regardless of whether or not Customer completes the purchase of the customized machinery or equipment. Customer, at its sole expense, must pick up its machinery or equipment from Company's facility within two (2) business days after notification from Company of completion of Services. If Customer's equipment is not picked up within two (2) business days after such notification, Customer will be liable for storage charges of \$50.00 per day from the date of completion of Services until Customer's equipment is picked up.

9. Late Payments. Any amounts not paid by Customer when and as due will bear interest at the lesser of the rate of 1.5% per month (18% per annum) and the highest rate permitted under applicable law, calculated daily and compounded monthly, from the date such payment was due until the date paid in full. In addition to all other remedies available under this CVA or at law (which Company does not waive by the exercise of any rights hereunder), Company will be entitled to suspend the provision of any Services if the Customer fails to pay any amounts when due hereunder.

10. Invoice; Fees and Expenses. Customer will (i) reimburse Company for all reasonable costs and expenses (including, but not limited to, Company's collection costs and reasonable attorneys' fees) incurred in connection with the Services or in collecting any late payments and (ii) pay all other amounts due under this CVA, in each case within thirty (30) days of receipt by the Customer of an invoice from Company. Failure to notify Company in writing of any dispute regarding an invoice within sixty (60) days of receipt thereof waives Customer's right to dispute such invoice. Customer's obligation to pay amounts invoiced is and will be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense or counter-claim.

11. Warranties. All warranties described herein, including any Extended Protection Plan that may be purchased by Customer are subject the provisions of Section 11(d) and Section 12.

(a) Goods. For new Goods purchased by Customer from Company, Customer acknowledges that (i) Company is not the manufacturer of the Goods; (ii) Company will pass through to Customer the manufacturer's warranty to the extent permitted by the terms of such warranty; and (iii) any manufacturer's warranty is and will be subject to all terms, conditions and exclusions contained in these Terms. Notwithstanding anything contained to the contrary in this CVA, including this Section 11(a), Company makes no representation or warranty as to the Goods or any manufacturer's warranty of or for such Goods.

(b) Services. For Services purchased by Customer from Company, Company warrants that its Services will be performed and completed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, with such service warranty extending for a period of time expressly set forth in the service warranty (as the same may be extended by an applicable Extended Protection Plan), commencing from completion of the original Services. For example, if the service warranty is for a period of six months from completion of the original services, then if Company performs a repair pursuant to its service warranty, the warranty period remains six months from completion of the original Services; the six month service warranty period does not start over with the repair. If replacement parts used by Company in connection with the provision of Services include a manufacturer's warranty, Company will pass such warranty through to Customer to the extent permitted by the terms of the manufacturer's warranty. Company's service warranty will be voided in the event of any of the following: misuse or abuse of Goods by Customer, subsequent repairs performed by Customer or vendors other than Company, use beyond ordinary wear and tear, failure to maintain and operate Goods in accordance with the maintenance and operations manual of the manufacturer (including, but not limited to, use of fluids that do not meet the manufacturer's standards or failure to maintain fluid levels recommended by the manufacturer) or damage due to theft, vandalism or casualty. In the event of a conflict between the terms and conditions set forth in any applicable service warranty and these Terms, the provisions of the applicable service warranty shall control.

(c) Extended Protection or Coverage. Customer acknowledges that Customer may have the option of purchasing an equipment protection plan or extended services coverage (each, an "Extended Protection Plan") and Customer agrees that if an Extended Protection Plan is available and purchased by Customer at the time of sale, the Extended Protection Plan will be subject to the terms, conditions and exclusions contained in such applicable Extended Protection Plan.

(d) Disclaimer of Warranties. EXCEPT AS MAY BE EXPRESSLY DESCRIBED ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER HEREUNDER. COMPANY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. COMPANY IS NEITHER A MANUFACTURER OF ANY PARTS USED IN THE SERVICES NOR AN AGENT THEREOF. ALTHOUGH COMPANY MAY ADMINISTER WARRANTIES ISSUED BY A MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY SUCH MANUFACTURER ARE NOT THE RESPONSIBILITY OF COMPANY; (2) SUCH MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY COMPANY WHICH ARE NOT COVERED BY SUCH MANUFACTURER'S WARRANTY. Any warranty by Company shall be null and void and have no legal effect if Customer has failed to pay for the Services at issue. Except for any express warranties contained hereunder, no other representation or warranty of any kind or nature will be binding on or obligate Company.

12. Limitation of Liability.

(a) IN NO EVENT SHALL COMPANY, ANY COMPANY ENTITIES OR ITS PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS BE LIABLE TO CUSTOMER, ITS AGENTS OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING WHETHER OR NOT THAT PARTY WAS AWARE OF THE POSSIBILITY OF THOSE DAMAGES AND DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED IN THIS CVA.

(b) EXCEPT FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITY OR THE PRINCIPALS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF COMPANY OR ANY COMPANY ENTITIES, IN NO EVENT WILL THE AGGREGATE LIABILITY OF COMPANY OR ANY COMPANY ENTITIES ARISING OUT OF THIS CVA EXCEED THE LESSER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM OR ONE MILLION DOLLARS \$1,000,000.

(c) EXCEPT FOR THE BREACH OF OBLIGATIONS OF CUSTOMER OR ITS AGENTS UNDER SECTION 8 (PAYMENT), CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER THIS CVA AND DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AND PROPERTY DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY EMPLOYEES, CONTRACTORS, REPRESENTATIVES OR AGENTS OF CUSTOMER OR ANY OF ITS AGENTS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CUSTOMER OR CUSTOMER'S AGENTS ARISING OUT OF THIS CVA EXCEED THE GREATER OF THE AMOUNT CUSTOMER HAS ACTUALLY PAID TO COMPANY UNDER THIS AGREEMENT FOR

THE PREVIOUS TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE SUBJECT CLAIM.

(d) THE PARTIES AGREE THAT THIS SECTION 12 REPRESENTS A REASONABLE ALLOCATION OF RISK.

(e) THE PROVISIONS OF THIS SECTION 12 SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS CVA.

13. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party for, from and against any third party claims related to the Goods or Services to the extent and only to the extent such third party claims (including, but not limited to, claims related to the death or injury of any person(s) or damage to property) are caused by the indemnifying party's negligent acts or omissions, subject to the limitations set forth in Section 14 below. The foregoing indemnity shall not apply to claims asserted by employees of either party. To the fullest extent permitted by Applicable Law, except to the extent of the gross negligence or willful misconduct of Company, Customer agrees to indemnify, defend and hold harmless Company, its affiliates, parent company and subsidiaries, and all of their respective owners, directors, officers, managers, employees, agents or representatives for, from and against any and claims, losses, deficiencies, judgments, settlements, interest, awards, fines, causes of action, damages (including, but not limited to, damages for personal injury, including death, and real and personal property damage), liabilities, costs, penalties, taxes, assessments, charges, punitive damages and expenses (including, but not limited to, reasonable attorneys' fees, expert witness fees, costs and expenses) of whatever kind (collectively, the "Claims") that are caused by, arising from or related in any way to (a) any breach or failure to comply with any representation, warranty, covenant or obligation hereunder by Customer or its Agents; (b) any act or omission to act of Customer or its Agents with respect to the Goods or Services purchased by Customer, including, but not limited to, the acts or omissions of Customer or its Agents with respect to such person's use, handling or maintenance of the any machinery or equipment purchased by Customer or serviced at the request of or for the benefit of Customer hereunder that conflicts with or does not conform to the usage for such machinery or equipment as specified by Company, the manufacturer of such machinery or equipment.

14. Insurance. During the term of this CVA, each Party shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, (a) commercial general liability in occurrence form with a minimum limit of \$1,000,000 per occurrence, plus a minimum \$2,000,000 general aggregate limit; (b) workers' compensation in an amount no less than the minimum required by law and employers' liability in a sum no less than \$1,000,000; and (c) any additional insurance Company may reasonably require, in each case with financially sound and reputable insurers. Upon either Party's request, the other Party shall provide the requesting Party with a certificate of insurance from such Party's insurer evidencing the insurance coverage required under these Terms. The certificate of insurance shall name the requesting party as an additional insured. The insured Party shall provide the requesting Party with thirty (30) days' advance written notice in the event of a cancellation or material change in the insured Party's insurance policy. Customer acknowledges that additional insurance required by Company under subsection (c) shall be deemed reasonable where the Goods or Services under the CVA are, or have or may become, in the commercially reasonable discretion of Company of such nature, scope, or volume to warrant such additional insurance. A certificate of insurance from Customer's insurer evidencing such additional insurance shall be delivered to Company upon Company's request.

15. Force Majeure. Company shall not be liable, nor be deemed to have defaulted or breached this CVA, for any failure or delay in fulfilling or performing any term of this CVA to the extent such failure or delay is caused by or results from acts or circumstances beyond Company's reasonable control including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), restraints or delays affecting carriers, and inability or delay in obtaining supplies of adequate or suitable materials, telecommunication breakdown or power outage.

16. Privacy Statement. Customer consents to the collection, use, retention and disclosure of information by Company and/or the Company Entities in accordance with Company's Privacy Statement, which is posted on Company's website (as such statement may be revised from time to time), and agrees that such information may be accessed by the Company Entities and their partners and manufacturers with a legitimate business reason to access it, as well as third parties who may process such information on their behalf.

17. Entire Agreement. This CVA and the exhibits and attachments hereto, represent and constitute the entire agreement between the parties, may only be amended in writing signed by both parties, and supersede all prior agreements and understandings with respect to the matters covered by this CVA.

18. Binding Effect. This CVA shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto.

19. Severability. If any provision of this CVA is found unenforceable or invalid, the remainder of the CVA will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

20. Counterparts. This CVA may be executed in any number of counterparts, including facsimile, PDF and other electronic copy, each of which when taken together shall constitute one instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

21. Assignment. Neither Party may assign, convey or transfer this CVA, or any portion thereof, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, except that Company may assign this CVA or any portion thereof without the prior consent of Purchaser to a person or entity controlling, controlled by or affiliated with Company or its parent company.

22. No Waiver. A waiver of any term, right or condition of this CVA by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No express waiver of any term, right or condition of this CVA shall operate as a waiver of any other term, right or condition.

23. Relationship of the Parties. No employment, agency, joint venture, or similar arrangement is created or intended between Customer and Company.

24. Construction. Words used herein, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The provisions of this CVA and the documents and instruments referred to herein, have been examined by the parties and no implication shall be drawn nor made against any party hereto by virtue of drafting this CVA. The term "including" used herein shall mean "including, but not limited to". The subject headings of the sections and subsections of this CVA are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions herein. Each Party acknowledges that they have read this CVA, have had an opportunity to review with an attorney of their respective choice, and have agreed to all of its terms, including these Terms. Each Party agrees that the rule of construction that a contract be construed against the drafter shall not be applied in interpreting this CVA and that in the event of any ambiguity in any provisions of this CVA, including any Exhibits or attachments or agreed upon Change Orders hereto and whether or not placed of record, such ambiguity shall not be construed for or against any Party hereto on the basis of such Party did or did not author the same.

25. No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this CVA are intended or will be construed to confer upon or give to any person or entity other than Customer and Company any rights, remedies or other benefits under or by reason of this CVA.

26. Attorneys' Fees; Enforcement Costs and Expenses. If any claim or action is brought by either party hereunder against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief granted, reasonable attorneys' fees and the expense of litigation.

27. Governing Law; Venue. (a) This CVA and any attachments or documents related thereto shall be governed, construed and enforced in accordance with (i) the laws of the State of California, excluding conflict of law rules, for all sales made or accepted by Company at its offices within such state, (ii) with the laws of the State of Oregon, excluding conflict of law rules, for all sales made or accepted by Company at its office within such state, and (iii) with the laws of the State of Washington, excluding conflict of law rules, for all sales made or accepted by Company at its office within such state. For agreements made or accepted by Company in the State of California, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Alameda County, California and the United States District Court for the Northern District of California, for the purposes of any action, proceeding, suit or claim arising out of this CVA. For agreements made or accepted by Company in the State of Oregon, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Multnomah County, Oregon and the United States District Court for the District of Portland in Portland, Oregon. For agreements made or accepted by Company in the State of Washington, each party hereby irrevocably submits to the personal and exclusive jurisdiction of the state courts of Cowlitz County, Oregon and the United States District Court for the Western District of Washington in Seattle, Washington. (b) Each party irrevocably and unconditionally waives any objection to the laying of venue as described herein.



28. Survival. Notwithstanding anything contained herein to the contrary, Sections 6, 11(d), 12, 13, 14, 15, 16, 24, 26, 27, and 28 will survive any termination or expiration of this CVA.

**Peterson Power Systems  
Detail of Services Offered  
Attachment B**

**Inspection Service**

Before Starting Engine:

- Check engine oil and coolant levels
- Check block heater (should maintain a coolant temperature of 90° F in the block)
- Check fuel level in storage tank
- Check battery water level and top as necessary
- Check battery terminals for corrosion and connections for tightness (lead acid)

With Engine Running:

- Check oil pressure
- Check fuel pressure
- Check oil level and add oil as required
- Check RPM (frequency)
- Check generated voltage
- Check for leaks or unusual noises

After Stopping Engine:

- Check/verify all switches are in proper positions for automatic start.
- Check fuel level in tank
- Record battery charger volts, check for proper operation
- Remove, clean and reinstall all battery connections (lead acid)
- Inspect generator for cleanliness

Reporting:

- Provide written service report for each visit
- Advise customer of any/all unusual situations or potential problems which will require further attention
- Advise when main fuel tank is below  $\frac{3}{4}$  full

**Annual Service**

Includes all Inspection Services and the following:

- Drain crankcase oil and replace with new oil
- Remove and replace oil and fuel filters
- Inspect air filter(s)
- Check generator output
- Take oil sample for analysis

**Load Test**

Start engine and load with contractor supplied resistive load bank. As per NFPA 110 (2013 Edition)  
Code 8.4.2.3

**Three Year Service (PM-3)**

- Replace all rubber coolant hoses
- Replace drive belts
- Replace block heater hoses
- Replace coolant regulators (Thermostat) - Thermostats are not included on the Cat C175 Engines
- Replace rad cap
  - Standard antifreeze will be replaced every three years
  - Extended life coolants will be upgraded after the first three years and replaced after six years
  - Additional services upon request

**Thermal Image Inspections:**

Thermo Images reveal temperature variations that signal electrical and mechanical problems before they become failures.

**Fuel Conditioning/Polishing:**

Extend life of stored diesel fuel by adding CAT Diesel Fuel Conditioner and polishing with high efficiency kidney loop filtration system.

**ATS Hot Inspection:**

All ATS units must have an NFPA 70E Article 110 compliant survey and labeling in order for work to be completed. Additional information at [www.NFPA.org](http://www.NFPA.org).

Inspect enclosure, anchorage, door seal, connections for thermal variance, loose or damaged wires, overheating or mechanical malfunction, and indicator lamps. Record serial number, set points, voltage drop across contacts, and amps per phase (access permitting). Transfer load up to 30 minutes (as permitted). Replace 9V battery (as applicable).

**ATS Major Inspection:**

Visual and electrical/mechanical inspection of automatic transfer switch. Includes checking the following: Indication light; Lug Connections; Condition of main & Aux arcing contacts; Freedom of movement; Loose wiring; and Inphase monitor. Inspect and clean controller and relays; brush and vacuum enclosure. take infrared image for diagnostic heat detection.

**Megger Testing:**

Vibration, general usage or moisture can break down generator insulation and cause electrical shorts. Megohmmeter testing identifies decreasing generator insulation before it becomes a major repair or replacement. CAT recommends annual testing.

**Emergency Servicing:** Provide 24-hour emergency repair coverage **800.963.6446**



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

August 1, 2023

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager  
SUBJECT: Authorize the Mayor to Execute Letters of Opposition to SB 423 (Wiener) and AB 309 (Lee)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the Mayor to Sign the attached correspondences.

BACKGROUND AND DISCUSSION

These measures would greatly expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards.

**SB 423** would greatly expand SB 35 (Chapter 366, Statutes of 2017) and require cities to ministerially approve certain multifamily housing projects without public input or environmental review, even on parcels under the California Coastal Commission’s jurisdiction. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state-owned or -leased land.

**AB 309** would create the Social Housing Program within the Department of General Services to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state- owned or -leased land.

**SB 423 and AB 309** have not been set for a hearing in the Appropriations Committees. However, they will be heard sometime between Aug. 14 and Sept. 1.

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August 1, 2023

The Honorable Mike McGuire  
Member, California State Senate  
1021 O Street, Suite 8610  
Sacramento, CA 95814

RE: **AB 309 (Lee) Social Housing Program**  
(as amended 7/13/2023)  
**Notice of Oppose Unless Amended**

Dear Senator McGuire,

The City of Rio Dell writes to express our opposition to AB 309 (Lee), unless it is amended to address our concerns. AB 309 would create the Social Housing Program within the Department of General Services (DGS) to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to regulate zoning or development standards, including floor area ratios, height limitations, or density requirements.

Rio Dell strongly supports the intent of AB 309, which is to produce more housing as housing affordability and homelessness are among the most critical issues facing California cities. Affordably priced homes are out of reach for many people and housing is not being built fast enough to meet the current or projected needs of people living in the state. Cities lay the essential groundwork for housing production by planning and zoning new projects in their communities based on extensive public input and engagement, as well as state housing laws. Importantly, cities are currently updating housing plans to identify sites for more than 2.5 million additional housing units.

AB 309 would disregard this state-mandated planning process and specifically empower DGS to make land use and zoning decisions on state excess property. If DGS can approve housing, why should cities go through the multiyear planning process to identify sites suitable for new housing units if the state can ignore those plans and build

housing on sites never considered for new housing?

While AB 309 currently limits DGS authority to three housing projects on declared excess state property suitable for housing, the measure broadly establishes the Social Housing Program within DGS and could be easily expanded to include all state-owned lands.

Bypassing California's longstanding housing planning laws and local rules is not a way out of the housing crisis. That's why Cal Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur affordable housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that produce housing at all income levels.

For these reasons, the City of Rio Dell respectfully opposes AB 309 unless it is amended to address our concerns.

Sincerely,

Debra Garnes  
Mayor  
City of Rio Dell

Cc: Sara Sanders, Cal Cities Regional Public Affairs Manager (via email)  
League of California Cities (Via email: [cityletters@calcities.org](mailto:cityletters@calcities.org))

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August 1, 2023

The Honorable Jim Wood  
Member, California State Assembly  
P.O. Box 942849  
Sacramento, CA 95814

RE: **SB 423 (Wiener) By-right housing approvals: multifamily housing developments: SB 35 (Chapter 366, Statutes of 2017) expansion.**  
**Notice of Opposition**

Dear Assembly Member Wood,

The City of Rio Dell writes to express our opposition to SB 423, which would greatly expand SB 35 (Chapter 366, Statutes of 2017), extend the Jan. 1, 2026 sunset date to Jan. 1, 2036, and allow the Department of General Services (DGS) to control housing developments on state-owned or -leased property, regardless of the locally required zoning or development standards.

Rio Dell intimately understands the affordable housing and homelessness crisis as it plays out in our community every day. Local leaders are working to find creative solutions so homes of all income levels can be built. They're taking on these difficult and complex tasks, and in many cases successfully planning for more than 2.5 million new homes statewide, all while navigating the state's annual barrage of overreaching housing bills that have thus far demonstrated limited success.

SB 423 is the latest overreaching bill. This measure would double-down on the recent trend of the state overriding its own mandated local housing plans by forcing cities to approve certain housing projects without regard to the needs of the community, opportunities for environmental review, or public input. While it may be frustrating for some developers to address neighborhood concerns about traffic, parking, and other development impacts, those directly affected by such projects have a right to be heard. Public engagement also often leads to better projects. Not having such outlets will increase public distrust in government and result in additional ballot measures limiting housing development.

Instead of continuing to pursue top-down, one-size-fits-all legislation, lawmakers should partner with local officials. That's why the League of California Cities continues to call on the Governor and lawmakers to annually invest \$3 billion to help cities prevent and reduce homelessness and spur housing development. Targeted, ongoing funding is the only way cities can find community-based solutions that get our residents off the streets and keep them in their homes. California will never produce the number of homes needed with an increasingly state driven, by-right housing approval process. What is really needed is a sustainable state investment that matches the scale of this long-term crisis.

For these reasons, the City of Rio Dell respectfully opposes SB 423,

Sincerely,

Debra Garnes  
Mayor  
City of Rio Dell

Cc: Sara Sanders, Cal Cities Regional Public Affairs Manager)  
League of California Cities (*Via email:[cityletters@calcities.org](mailto:cityletters@calcities.org)*)





## **Staff Highlights – 2023-08-01**

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### **City Council**

#### **City Manager**

Attended Solid Waste Local Task Force Meeting. In discussions with the City Managers from Fortuna, Eureka and Arcata, there is a desire to make sure all of our Solid Waste Franchise agreements have the same expiration and renewal dates.

Attended a meeting of Redwood Region RISE which is working on a regional framework to distribute new economic development and recovery funds being made available by the State.

Met with Senator McGuire to discuss earthquake long term recovery efforts.

Staff has zeroed in on a new hybrid meeting system to replace the Owl system. We're gathering information and cost estimates to bring to the Council.

Attended a meeting with CalOES to discuss Rio Dell becoming a "Quake Safe" city. A future item will be returning to the Council.

#### **City Clerk**

##### **Processed Seven (7) Building Permit Applications**

1165 Eeloa Ave. – Re-Roof Residence

144 Spring St. – Replace Damaged Siding

625 Dinsmore Ranch Rd. – Greenhouses and Electrical

375 Ogle Ave. – Residential Addition

140 N. Pacific Ave. – Foundation Repair to Units 10 & 11

449 First Ave. – Re-Roof Garage

168 Ogle Ave. – New Sewer Line

##### **Misc.**



Attended Long Term Recovery Group (LTRG) Zoom meeting on 7/27/23

Completed SCORE Annual Report Re: Self-Insurance Plans (OSIP) for FY 22-23

Sent letters out on pending building permits (approved but not issued)

Processed Special Event Permit for Tour of The Unknown Coast on 9/16/23

Submitted CHF/CIRB Building Permit Report for June

### City Attorney

### Human Resources, Risk & Training

### Finance Department

Completed the City of Rio Dell's Annual Labor Compliance Report

Attended Redwood Region RISE Monthly HRTC Meeting

Eel River Trail and Gateway Beautification Clean CA 4<sup>th</sup> Quarter progress report and invoicing

Completed Measure Z 4<sup>th</sup> quarter report and invoicing

Onboarding Geographic Information Systems Student Intern – Aug 7 prospective start date

Executed the contract agreement for transportation services provided for the current fiscal year as part of TDA funding requirements

Updating utility rates for the new fiscal year

Sent updated FY 2023-2024 Disadvantaged Business Enterprise (DBE) Program and Civil Rights (ADA) Program for the City of Rio Dell to Caltrans

Working to update the City of Rio Dell Agency QAP Renewal per Caltrans guidelines with GHD

Initiate PES (preliminary environmental study) to determine the types of technical studies needed for Caltrans road damage projects due to earthquake

Attended onboarding meeting with CHP – CGU regarding Rio Dell Police Department grant.

Assist cannabis businesses' with tax questions

Assist City Engineers to continue to work on Rio Dell Pedestrian Connectivity Project

Provide updates to CleanCA reps updating progress on grants



**Public Works Water**

Assisted River Bluff Cottages in locating a leak in facility.

Clean out RBC's from Water plant backwashing

Clean out Water Filter Building

Work on Filter #3 (Add Media)

Work on Elm St Water Line Replacement Project

Repairs to North St water main. (Earthquake damage = Leaks)

**Public Works Wastewater**

**Public Works Streets, Buildings and Grounds**

Patch potholes on Northwestern Ave

Patch potholes and work areas throughout town

Replaced stop sign at Spring/ Ogle

Scraped gutter pans on wildwood for street sweeper.

Mowed Davis St park and south islands.

Mowed Water Tank Sites

Mowed North and South Gateway

General Roadside mowing

Corp yard Clean up

Mow and weedeat Rio Dell Metro Well Site

Purchased Weed Spray supplies (20% Vinegar , salt and Liquid Soap)

Completed weekly USA markings.

Take Riding mower to Fernbridge PaPe machinery for maintenance

Road side mowing on Edwards Dr, Pacific and Blue slide Rd



## Public Works City Engineer

### Public Works Capital Projects

### Police Department

The Department had the following statistics for the period of July 13 to July 27, 2023. The summation of Calls for Service may be greater than the total as multiple officers can now be assigned to the same call for service. There may also be administrative calls for service that are not documented below.

Officer	Calls for Service	Reports	Arrests
Allen	5	0	0
House	23	2	0
Beauchaine	16	2	1
Landry	30	4	3
Burns	25	3	2
Johnson	31	4	1
Fielder	6	0	0
Clark	38	2	N/A
Totals	174	17	7
Averages	12.5 per day	8.5 per week	3.5 per week
2022 Yearly Average	14.1 per day	12.7 per week	5.7 per week

#### Calls for Service at 355 Center Street

Type	Date	Time	Location	Primary Unit	Case #
F/U	07/13/2023	10:33 PM	355 CENTER ST	6S2	
415	07/16/2023	10:39 PM	355 CENTER ST	618	
Patrol	07/18/2023	9:09 AM	355 CENTER ST	6X3	
415 DOM	07/20/2023	1:50 AM	355 CENTER ST	6S1	

415 – Argument or general disturbance

415 DOM – Argument or general disturbance with domestic violence

FU – Follow Up or Unknown

Patrol- general checking

Jeff Conner is still on his bicycle trip across the United States- As of the 27<sup>th</sup> he was in Wyoming.

New Officer Aimee House is currently on the Field Training Program with FTO Landry.

With anticipation of two of our officers leaving to go to different agencies, we have two applicants in the background process. Both have already completed the police academy and both are bilingual which will be an added benefit to this community.



RDPD recently applied for and was approved for a grant in the amount of \$5159 from the California Highway Patrol for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs.

All of the patrol cars are now outfitted with mobile data terminal (MDT's) which will allow the officers to see the calls for service and related information. We are in the final stages with the state of California to gain our own CLETS (California Law Enforcement Telecommunications System) access. We are now receiving that information through Fortuna PD.

During the period of July 13 to July 27, 2023, there were 16 calls for service related to animal control issues. Four dogs and one cat were transported to Miranda's rescue. One injured bird was transported to the Humboldt Wildlife Care Center in Manila. CSO Clark rescued a cat that had its rear legs stuck in a fence and had been at the location overnight. The cat was reunited with its owner with some injuries to its rear legs.

On 07-10-23, Officer Johnson attempted to conduct a traffic stop a bicyclist who then fled. The bicyclist got off the bike and then fled on foot. Officer Johnson was able to catch the suspect who had a \$35,000 warrant for his arrest for Burglary.

On 07-18-23 Officer Johnson attempted to contact a male subject who had several outstanding warrants for his arrest. The suspect fled and Officer Johnson again, was able to catch the suspect. The suspect was transported to the correctional facility and booked on four warrants that included charges for Burglary, Stolen Vehicle, Possession of a Controlled Substance, and Ex-Felon in Possession of Tear Gas

### **Community Development Department**

Prepare plans, Work Write-Up for Saunders CDBG earthquake repairs. Send information to County and Mr. Saunders for review and comments.

Sheating Inspection 144 Spring Street.

Pre-Inspection 140 N. Pacific Avenue

Final Inspection 1001 Riverside Drive, fireplace, roof repairs.

Final Roof Inspection 2410 Rio Vista Drive.

Review BPR comments regarding Barrote garage. Forward comments to the applicant and engineer.

Prepare staff report, Certificate of Acceptance, and Resolution for the Eel River Trail project.

Attend CALBO webinar regarding 2022 Residential Code changes.

Respond to CalCannabis inquiry regarding Sweet Leaf Farms parcel, two APN's, one legal parcel.



Continue formatting CDBG OOR forms and attachments.

Review Humboldt 454 Modification application.

Modify Eel River Trail legal documents.

Foundation Inspection Gray Belleview Avenue.

Review and revise Todd Property letter to Governor Newsome.

Review and respond to Meija Building Permit application. Coordinate with HCD.

**Intergovernmental**

**Humboldt-Rio Dell Business Park**



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cityofriodell.ca.gov*

August 1, 2023

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager  
SUBJECT: Update on the Monument Road Slip-Out

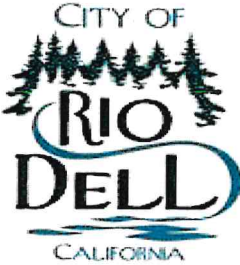
IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive a presentation from staff and provide direction, if any.

BACKGROUND AND DISCUSSION

Staff will provide a brief update on the status of the Monument Road Slip-Out that occurred during the February 2017 winter storms.

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August 1, 2023

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action to Authorize the Mayor to Sign Correspondence to Governor Newsom Related to California Department of General Services Purchase of Real Property in the City of Rio Dell

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Review, provide direction to staff and authorize the Mayor to sign the attached correspondence.

BACKGROUND AND DISCUSSION

Attached is a draft letter to the Governor outlining the City’s proposed position on the recent DGS purchase.

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**DRAFT**

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Rio Dell City Hall  
675 Wildwood Avenue  
Rio Dell, CA 95562  
(707) 764-3532  
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August 1, 2023

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

**RE: Appeal to the Governor for a Shared Solution Regarding Department of General Services' Purchase of an 18 Acre Parcel for a CalFire Regional Headquarters that Should also Include Opportunities for Important Housing and Commercial Development**

Dear Governor Newsom,

On April 27, 2023, the California Department of General Services (DGS) closed the acquisition of an 18-acre undeveloped parcel in the center of Rio Dell. All 18 acres have now been identified for the future and exclusive use as a new regional headquarters for the Humboldt-Del Norte CalFire region.

The parcel has long been looked at by the City as a vital location for future development that includes commercial and housing projects. The site is zoned for mixed-use commercial and residential development. The City's recently approved Housing Element identifies the parcel to accommodate approximately 100 units of low and low-to-moderate income housing units. Should all 18 acres be used exclusively for the new CalFire headquarters, the community's future housing and commercial development options would be unnecessarily limited at a time when it is vital that both types of development occur.

We firmly believe there is a solution to this problem that meets everyone's needs. The Rio Dell City Council's position is summarized in the following points:

- 1.) Similar CalFire facilities, including those recently built by the State, are located on areas of land in the 5 – 7 acre range. With smart planning and efficient land use, there should be no need for a CalFire Headquarters facility that utilizes the entire 18 acres.

- 2.) The acquisition was done with little effort to engage the community. DGS recently engaged in community outreach for a proposed project in our neighboring city of Eureka for a new CHP headquarters. This is being done in Eureka prior to purchase, whereas DGS's acquisition in Rio Dell was conducted with no community outreach in the midst of the community's response to the December 20, 2022 Earthquakes that displaced over 200 Rio Dell residents and caused an estimated \$30+ million in public infrastructure damage. These earthquakes did not meet the federal declaration threshold. We are disappointed in the lack of DGS's engagement, especially given the circumstances.
- 3.) Despite being approached by the City to consider working with the community to create a shared holistic solution at the site, both CalFire and DGS have been nonresponsive and continue to insist upon their need for the exclusive use of the entire 18-acre parcel. We believe this is short-sighted, ignores housing as a priority in land use, and further disadvantages an already economically disadvantaged community.
- 4.) The City wishes to welcome CalFire to Rio Dell with open and enthusiastic arms but does not believe the 18-acre parcel's highest and best use is or should be exclusive to State government use. There is a way to meet everyone's needs with a parcel of this size.
- 5.) Prior to the DGS acquisition, the Department of Housing and Community Development (HCD) awarded \$225,000 dollars to plan and pre-permit a mixed-use housing and commercial development for the site, with HCD staff calling it a "game changer" for the community that brought important State and City goals into alignment. Those goals are now at risk.
- 6.) Although DGS claimed the acquisition and development of the site is consistent with California Government Code Section 65041 which calls for the efficient use of land, as proposed this project is not an efficient use of land. As previously stated, based on a similar recent development in Butte County, we believe the headquarters can be sited on 5 – 7 acres.
- 7.) Section 65402 of the California Government Code requires a General Plan consistency finding for public agencies prior to acquiring or disposing of real property. Neither CalFire or DGS requested a General Plan consistency finding prior to the acquisition. Had they, the City could not make the required finding. The proposed development is not consistent with the General Plan.
- 8.) As stated earlier, this parcel is critical to the long-term economic viability of the City. The parcel has direct access to and from Highway 101 and

DRAFT

outstanding visibility from the Highway. These elements make the parcel ideal for much needed commercial visitor-serving facilities, including a motel, restaurant(s), gas station, etc.

9.) The property is a premier commercial site. If used exclusively for State purposes the City, school districts and County will never realize badly needed future revenue from the site to fund police, education, roads and a myriad of other local services. No sales, transient occupancy taxes or property taxes would ever be realized from the property. This is not a good outcome for the community.

For these reasons, the City of Rio Dell requests your intervention with DGS to do the right thing and create a shared holistic solution to the challenges and needs of our time.

Sincerely,

Debra Garnes  
Mayor  
City of Rio Dell

Cc:  
Senator McGuire and Assemblymember Wood  
Cal Cities Regional Public Affairs Manager (via email)  
League of California Cities  
Supervisor Michelle Bushnell  
Kurt McCray, Humboldt Del Norte Battalion Chief  
Joe Tyler CalFire Director  
George Morris III, CalFire Northern Region Chief  
Department of Housing and Community Development  
Department of General Services  
Media Release