



**RIO DELL CITY COUNCIL AGENDA**  
**CLOSED SESSION – 5:00 P.M.**  
**REGULAR MEETING - 6:00 P.M.**  
**TUESDAY, APRIL 15, 2025**

City Council Chambers  
675 Wildwood Avenue, Rio Dell

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**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)**

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

**Public Comment by Email:**

In balancing the health risks associated with COVID-19 and need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at [publiccomment@cityofriodell.ca.gov](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. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

1. 2025/0415.01 - **Conference with Labor Negotiator** – Agency Negotiator: City Manager – Employee Organizations: Rio Dell Employees Association, Rio Dell Police Officers Association and all Contract Employees - Pursuant to §54957.6

**D. PUBLIC COMMENT REGARDING CLOSED SESSION**

**E. RECESS INTO CLOSED SESSION**

**F. RECONVENE INTO OPEN SESSION**

**G. ORAL ANNOUNCEMENTS**

**H. PLEDGE OF ALLEGIANCE**

**I. CEREMONIAL MATTERS**

1. 2025/0415.02 - Proclamation Declaring April 2025 as Sexual Assault Awareness Month - Pg. #4

**J. PUBLIC PRESENTATIONS**

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

**K. CONSENT CALENDAR**

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

1. 2025/0415.03 - Approve Minutes of April 1, 2025 Regular Meeting (**ACTION**) - Pg. #6
2. 2025/0415.04 - Authorize the City Manager to Execute a Contract with Harshwal & Company, LLP to Provide Auditing Services for Fiscal Years Ending June 30, 2025 through June 30, 2030, with a total not to exceed \$129,235 (**ACTION**) - Pg. #12
3. 2025/0415.05 - Authorize the Finance Director to Sign and Submit the City's Annual Transportation Development Act (TDA) Claim for FY 2025-26 (**ACTION**) - Pg. #15

4. 2025/0415.06 - Authorize the City Manager to Execute Agreements for On-Call Construction Contract Agreements with Wendt Construction and RH Construction in Coordination with the City Attorney **(ACTION)** - Pg. #21

5. 2025/0415.07 - Receive & File the Check Register for March **(ACTION)** - Pg. #36

#### **L. ITEMS REMOVED FROM THE CONSENT CALENDAR**

#### **M. REPORTS/STAFF COMMUNICATIONS**

1. 2025/0415.08 - City Manager/Staff Update **(RECEIVE & FILE)** - Pg. #41

#### **N. SPECIAL PRESENTATIONS/STUDY SESSIONS**

#### **O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS**

1. 2025/0415.09 - Provide Direction to Staff Related to a Donation to the Chamber of Commerce for Cinco de Mayo Celebration at the Scotia Lodge **(DISCUSSION/POSSIBLE ACTION)** - Pg. #46

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

1. 2025/0415.10 - Second Reading (by title only) and Adoption of Ordinance No. 413-2025 Establishing Chapter 8.45 of Title 8 of the Rio Dell Municipal Code (RDMC) Fire Hazard Severity Zone Map for the City of Rio Dell **(DISCUSSION/POSSIBLE ACTION)** - Pg. #56

2. 2025/0415.11 - Approve Resolution No. 1631-2025 Authorizing a Grant Application to the Wildlife Conservation Board for Phase II of the Eel River Trail, a Concrete Accessible Ramp **(DISCUSSION/POSSIBLE ACTION)** - Pg. #63

3. 2025/0415.12 - Introduction and First Reading (by title only) of Ordinance No. 414-2025 Amending §12.30 of the Rio Dell Municipal Code (RDMC) Pertaining to Trails and Further Establishing Fines **(DISCUSSION/POSSIBLE ACTION)** - Pg. #69

#### **Q. COUNCIL REPORTS/COMMUNICATIONS**

#### **R. ADJOURNMENT**

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



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*675 Wildwood Avenue  
Rio Dell, CA 95562*

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Karen Dunham, City Clerk

DATE: April 15, 2025

SUBJECT: Proclamation Declaring April 2025 as Sexual Assault Awareness Month

**RECOMMENDATION**

Read and present the Proclamation declaring April as Sexual Assault Awareness Month.

**BACKGROUND AND DISCUSSION**

Maria Sepulveda, from the North Coast Rape Crisis Team requested the proclamation be placed on the agenda. She or one of her team members will be present at the meeting to accept the proclamation.

**ATTACHMENTS:** Proclamation

*City of Rio Dell*  
**PROCLAMATION**  
*In Recognition of*  
**SEXUAL ASSAULT AWARENESS MONTH**  
**April 2025**

*WHEREAS*, sexualized violence affects children, youth, adults, and elders of all genders from racial, cultural, and economic backgrounds with public health and social justice implications for every person in Rio Dell; and

*WHEREAS*, staff and volunteers of the North Coast Rape Crisis Team provide 24-hour emergency response services to survivors and their significant others and believes that prevention and intervention are essential to a healthy community; and

*WHEREAS*, no one person, organization, agency, or community can eliminate sexual assault on their own but can, through collaboration and partnerships, work together to support those impacted, improve responses, and ensure that survivors are not re-victimized.

*NOW, THEREFORE, BE IT PROCLAIMED* that the City Council of the City of Rio Dell reaffirms its commitment to the North Coast Rape Crisis Team and its values,

- HEAL:  
Help Survivors by meeting them where they're at  
Empower them throughout their healing journey  
Affirm their choices  
Listen to and believe their truths

and acknowledge April 2025 as SEXUAL ASSAULT AWARENESS MONTH

*Dated: April 15, 2025*

\_\_\_\_\_  
Debra Garnes, Mayor  
City of Rio Dell

**RIO DELL CITY COUNCIL  
REGULAR MEETING MINUTES  
APRIL 1, 2025**

Mayor Garnes called the regular meeting of the Rio Dell City Council to order at 5:00 p.m.

**ROLL CALL**

Present - (Closed Session): Mayor Garnes, Mayor Pro Tem Carter, Councilmember Wilson, and City Manager Knopp. Absent were Councilmember Woodall (excused) and Councilmember Orr.

Present – (Regular Meeting): Mayor Garnes, Mayor Pro Tem Carter, Councilmembers Orr and Wilson. Absent was Councilmember Woodall (excused).

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

Absent: Community Development Director Caldwell, Finance Director Sanborn, and Wastewater Superintendent Kelly (excused)

**ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**

Conference with Labor Negotiator – Agency Negotiator: City Manager – Employee Organizations: Rio Dell Employees Association, Rio Dell Police Officers Association, and all Contract Employees Pursuant to §54957

**PUBLIC COMMENT REGARDING CLOSED SESSION**

No members of the public were present to comment.

**RECESS INTO CLOSED SESSION**

The Council recessed into a closed session at 5:00 p.m. with City Manager Knopp to discuss the above-listed matter.

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

Mayor Garnes announced that there was nothing to report out of closed session.

**PUBLIC PRESENTATIONS**

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

**CONSENT CALENDAR**

**APRIL 1, 2025 MINUTES**  
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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 Carter/Orr to approve the consent calendar, including the following items:

- 1) Minutes of the March 18, 2025 Regular Meeting;
- 2) Approve Additional Budget Appropriations and Change Order of \$50,000 for Miscellaneous Road Patching Under the Agreement with S.T. Rhoades for a Total not to Exceed \$179,000; and
- 3) Authorize the Mayor to Execute a Letter of Opposition to SB 79 (Wiener) Transit-Oriented Development

Motion carried 4-0.

## **REPORTS/STAFF COMMUNICATIONS**

### City Manager/Staff Update

City Manager Knopp highlighted the staff update and said that he met with County officials regarding a proposed ban on Nitrous Oxide. He said that he would have a related item to the Council for consideration in May.

He also reported that staff was waiting on a proposal and Scope of Services from GSG Consultants for an audit analysis of the City's Solid Waste Franchise Agreement with Recology. He said that this is to make sure the franchise agreement aligns with other jurisdictions and that the new agreement is fair for all parties involved.

City Manager Knopp referred to the Police Department update and the announcement of an upcoming Public Safety event on Sunday, April 13<sup>th</sup> from 11-3 pm at McKinleyville High. Law Enforcement, Fire Departments, and Ambulances will have vehicles and helicopters there offering public tours of equipment, vehicles, and information on recruiting opportunities.

He then announced that construction was underway with Wahlund Construction on the Water Capital Improvement Project (water line installation) and encouraged residents to drive safely through construction areas. He said that there would be some slight water disruptions for the replacement of water infrastructure but no citywide shutdowns.

Mayor Garnes cautioned residents that there would be some noise disruptions during the construction.

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Mayor Pro Tem Carter asked if residents would be notified of water service disruptions and referred to the Animal Control report noting that once again, there were zero dogs and zero cats transported to Miranda's Rescue.

Mayor Garnes commented that she had noticed fewer dogs running at large and felt safer taking her dog for walks.

**SPECIAL PRESENTATIONS/STUDY SESSIONS**

Presentation and Update from City Engineer, GHD

Rebecca Crow from GHD provided a PowerPoint presentation via Zoom with an update on current engineering projects.

The project update included the following categories:

- Transportation
- Drinking Water
- Wastewater
- Geographic Information Systems (GIS)
- Earthquake Engineering Support

Active Transportation projects included the following:

- Eel River Trail Project
- Neighborhood Pedestrian Connectivity Improvements
- Traffic Study
- Potential Future Projects

Potential future projects included improvements on Second Avenue, Ogle Avenue, and Northwestern Avenue.

She provided a brief update on each project and offered to answer any questions.

Mayor Garnes referred to the Eel River Trail project and said that it was her understanding there would be pathways leading from the trail to the river.

City Manager Knopp explained that on the north end of Davis St., sand and gravel were added to usher people off the trail, and in addition, there are some pre-existing natural paths.

Mayor Pro Tem Carter thanked Rebecca Crow for the project update and said that it was nice to see projects out of the analysis phase and into the construction phase.

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

**APRIL 1, 2025 MINUTES**  
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Status Update on Remaining 2022 Earthquake Disaster Recovery Projects

City Manager Knopp provided a PowerPoint presentation on the 2022 Earthquake Disaster Recovery Projects. The report provided a comprehensive update on both completed and remaining projects related to the earthquake disaster recovery efforts. The City completed eight emergency response projects with seven of those receiving 100% reimbursement. Six remain in progress, all of which have been assigned Disaster Survey Report (DSR) numbers by the California Office of Emergency Services except for the repair projects which will receive DSR assignments upon completion.

He provided a list of earthquake-related projects not being addressed through the California Disaster Assistance Act (CDAA) highlighting six specific projects.

Next was a review of completed 2022 Earthquake DRS Projects with seven of the eight projects 100% funded by CDAA. The only project not approved for 100% funding was related to emergency fixes to broken water lines at various locations which was approved for 75% funding. The 25% remainder at \$76,294.00 was to be determined.

A summary of all 2022 Earthquake Recovery Projects represented eight completed projects and six remaining projects for a total of \$6,625,309.88. Total reimbursements received totaled \$3,225,066.68, pending reimbursements of \$2,411,255.20, and a potential City obligation of \$1,550,044.50.

City Manager Knopp cautioned the Council on related risks that none of the remaining projects would be funded by the CDAA although the remaining obligation was down to an attainable amount. He indicated that the City may need to obtain a short-term line of credit to maintain the cash flow until reimbursements are received.

He recommended the Council authorize staff to proceed with the implementation of the remaining projects and to continue pursuing 100% reimbursement for all remaining earthquake recovery projects.

Mayor Pro Tem Carter thanked staff for staying on top of the reimbursement process with the State.

Councilmember Wilson asked if money was available in the reserve account to fund the remaining projects and if low-interest loans were available to the City.

City Manager Knopp explained that funds were available in the reserves but funding all the remaining projects would deplete those funds commenting that the City could only apply for reimbursements once a project was completed. He indicated that low-interest loans would be available to the City as an option.

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

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A motion was made by Carter/Wilson to direct staff to continue pursuing 100% reimbursement for all remaining earthquake recovery projects and authorize staff to proceed with the implementation of the remaining projects as presented. Motion carried 4-0.

**ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Introduction and First Reading (by title only) of Ordinance No. 413-2025 Establishing Chapter 8.45 of Title 8 of the Rio Dell Municipal Code (RDMC) Fire Hazard Severity Zone Map of the City of Rio Dell

City Manager Knopp provided a staff report recommending the introduction and first reading (by title only) of Ordinance No. 413-2025 Establishing Chapter 8.45 of Title 8 of the Rio Dell Municipal Code (RDMC) Fire Hazard Severity Zone map for the City of Rio Dell.

He explained that CalFire has been releasing maps identifying the level of fire hazard severity that cities across the State face as part of efforts to prepare for and prevent wildfires. The purpose of the map(s) is to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and on the severity of the fire hazard that is expected to prevail in those areas.

According to CalFire, the maps evaluate hazards, or the physical conditions that create a likelihood and expected fire behavior over a 30-50-year period which doesn't account for efforts to prevent wildfires, such as home hardening. Fire hazard severity zone maps are utilized for building standards and various property development standards, as well as planning for future development.

Local agencies are required to make the recommended maps available for public review and comment within 30 days of receipt to ensure that the community has an opportunity to engage with and provide feedback on the fire hazard severity designations. The City made the map available on the City's website on the day the map was released for review and public comment. Cities are required to adopt the map(s) within 120 days of its release.

City Manager Knopp commented that jurisdictions have very little discretion on the fire hazard severity designations as presented and cannot contest high-risk designations for a lower risk however, could request revision of a low-risk designation to a higher-risk designation.

He noted that no areas of the City were designated as "very high" risk although some are designated as "high risk" which could play a role in insurance rates.

Councilmember Wilson said that he understands the assigned designations are not debatable but asked if the City could submit a letter of objection on some of the designations to have it on record.

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Mayor Pro Tem Carter commented that there is no process for appeals or negotiations related to the fire hazard severity designations.

Mayor Garnes opened a public hearing to receive public comment on the proposed ordinance. There being no public comment, the public hearing was closed.

A motion was made by Carter/Orr to approve the introduction and first reading (by title only) of Ordinance No. 413-2025 Establishing Chapter 8.45 of Title 8 of the Rio Dell Municipal Code (RDMC) Fire Hazard Severity Zone Map of the City of Rio Dell and to continue the second reading, approval, and adoption of the Ordinance to the meeting of April 15, 2025. Motion carried 4-0.

**COUNCIL REPORTS/COMMUNICATIONS**

Mayor Pro Tem Carter reported on recent meetings and events and said that she attended a RREDC meeting on March 24th where they received a positive audit report. She said that she would be attending a Chamber of Commerce meeting, a Beautification, Walkability, and Pride Committee meeting on Friday, and a Rio Dell School Board meeting and Fire Commissioners meeting on April 10<sup>th</sup>.

Councilmember Orr reported that he attended an HCAOG meeting and met the new Executive Director.

Councilmember Wilson reported that Redwood Coast Energy Authority (RCEA) is moving from the lower floor of the Wharfinger Building to the upper floor.

Mayor Garnes thanked Supervisor Bushnell for dialing into tonight's meeting and reported she attended a LAFco meeting where they discussed the water situation with Samoa. She announced that she would be attending a Humboldt Transit Authority meeting tomorrow, a Seismic Committee meeting on Thursday, and a Cal Cities meeting in Burbank on Friday. She noted that she would also be testifying to the State Assembly regarding AB 262 on Monday and noted that she would only have 2 minutes to tell her story about Rio Dell and the earthquake disaster recovery efforts.

**ADJOURNMENT**

A motion was made by Carter/Orr to adjourn the meeting at 7:02 p.m. to the April 15, 2025, regular meeting. Motion carried 4-0.

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

Attest:

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

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



DATE: April 15, 2025

TO: Rio Dell City Council

FROM: Travis Sanborn, Finance Director

THROUGH: Kyle Knopp, City Manager

SUBJECT: Award of Contract for Financial Audit Services to Harshwal & Company, LLP

**IT IS RECOMMENDED THAT THE CITY COUNCIL:**

Authorize the City Manager to execute a contract with Harshwal & Company, LLP to provide professional auditing services for fiscal years ending June 30, 2025 through June 30, 2030, with a total not-to-exceed amount of \$129,235 for the six-year period.

**BACKGROUND**

The City's current contract with JJA CPA for professional auditing services expires at the end of the current fiscal year. In accordance with the City's financial policies and best practices for governmental entities, staff initiated a procurement process for audit services by issuing a Request for Proposals (RFP) on February 5, 2025.

Professional auditing services are necessary to ensure the City's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP) and to comply with state requirements for annual audits of municipal financial records. Additionally, when required by federal funding thresholds, the auditor would conduct Single Audits in accordance with the Single Audit Act and OMB guidance.

**DISCUSSION**

**Procurement Process**

The RFP for audit services was publicly advertised through various channels including the City's website. The RFP solicited proposals for a comprehensive financial audit of the City for fiscal years 2024-25 through 2029-30, with options for Single Audits as needed.

The RFP process resulted in one responsive proposal from Harshwal & Company, LLP. While additional responses would have been preferred, city staff conducted a thorough review of the sole respondent's qualifications and determined that Harshwal & Company presented a comprehensive proposal that meets the City's needs at a competitive price point.

In accordance with Government Code Section 4526, professional services such as financial auditing are selected based on demonstrated competence and professional qualifications, not solely on cost. After reviewing Harshwal & Company's proposal, staff determined the firm meets these criteria.

### **Firm Qualifications**

Harshwal & Company, LLP is a well-established firm of Certified Public Accountants offering auditing, accounting, and specialized services to various governmental entities. Key qualifications include:

1. **Experience:** The firm has extensive experience conducting financial statement audit engagements under Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAS), having performed nearly 300 governmental audits since the implementation of GASB 34.
2. **Governmental Expertise:** The firm specializes in auditing state and local governments, counties, special districts, educational entities, tribes and tribal governments, housing authorities, and not-forprofit organizations.
3. **Professional Standards:** Harshwal & Company, LLP adheres meticulously to GAAP and GASB standards, ensuring high-quality financial reporting and compliance with all relevant regulations.
4. **Staff Qualifications:** The proposed audit team is highly qualified, with team members holding appropriate certifications and extensive governmental audit experience:
  - Sanwar Harshwal, Managing Partner (40+ years of governmental auditing experience)
  - Garima Pathak, Audit Manager (8+ years of experience with governmental entities)
  - Four additional team members with appropriate CPA credentials and governmental audit experience
5. **Continuing Professional Education:** All team members exceed the governmental CPE requirements, demonstrating their commitment to maintaining current knowledge of auditing standards and practices.
6. **Client Reference List:** The firm has served numerous California municipal clients and public agencies, indicating substantial relevant experience in our sector.

**Scope of Services**

The engagement with Harshwal & Company, LLP would include:

1. Annual financial audits in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, and applicable state regulations.
2. The expression of an opinion on the fair presentation of the City's financial statements
3. Single Audits when applicable (at an additional cost, as outlined in their fee proposal)
4. Management letter with recommendations for improving internal controls or operational efficiency
5. Presentation of audit results to the City Council as requested
6. Consultation throughout the year on financial reporting and compliance matters

**Proposed Fees**

Harshwal & Company's fee proposal is competitive and provides good value for the comprehensive services offered. The proposed fee structure for the six-year contract period is as follows:

<b>Fiscal Year</b>	<b>Financial Audit Fee</b>
FY 2024-25	\$19,000
FY 2025-26	\$19,950
FY 2026-27	\$20,945
FY 2027-28	\$21,995
FY 2028-29	\$23,095
FY 2029-30	\$24,250
<b>TOTAL</b>	<b>\$129,235</b>

If Single Audits are required based on federal expenditure thresholds, additional fees would apply: \$4,500 for the first major program and \$3,500 for each additional major program.

The proposed fee structure represents a reasonable annual increase of approximately 5% per year to account for inflation and increased costs over the contract term.

**FISCAL IMPACT:**

Funds for audit services are included in the current fiscal year budget in account 5110-03 (Accounting - Finance). The budgeted amount for the current fiscal year is \$27,000, which includes provision for a Single Audit if required. The proposed contract for FY 2024-25 at \$19,000 (plus potential Single Audit fees if needed) is within this budgeted amount. Future year costs will be included in subsequent annual budget requests. The contract would include a provision that execution of services in future fiscal years is subject to annual appropriation by the City Council.

ATTACHMENTS

1. Proposal from Harshwal & Company, LLP (available for review in the City Clerk's Office)

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



DATE: April 15, 2025  
TO: Mayor and Members of the City Council  
FROM: Travis Sanborn, Finance Director  
THROUGH: Kyle Knopp, City Manager  
SUBJECT: Transportation Development Claim for Fiscal Year 2025-26

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the Finance Director to sign and submit the City’s annual Transportation Development Act (TDA) Claim for Fiscal Year (FY) 2025-26.

BACKGROUND AND DISCUSSION

Each year the City submits a request for approval of its annual transportation claim to the Humboldt County Association of Governments (HCAOG). The 2025-26 projected allocation is \$122,055 compared to last year’s TDA claim of \$125,317. Estimated costs for proposed projects outlined in the City’s 2025-26 financial plan include \$57,679 to be provided to Humboldt Transit Authority for a share of costs for transit services within the City, \$6,500 to be provided to the Adult Day Health Care for transportation, and \$57,876 for ongoing street repair, maintenance, and construction within the City.

ATTACHMENTS

- 2025-26 LTF Apportionment and Allocations
- Claim Request
- Annual Project and Financial Plan
- Statement of Conformance



**HCAOG**  
*Regional  
Transportation  
Planning Agency*

6111 Street, Suite B  
Eureka, CA 95501  
707.444.8208  
Fax: 707.444.8319  
www.hcaog.net

- Members:*
- City of Arcata*
  - City of Blue Lake*
  - City of Eureka*
  - City of Ferndale*
  - City of Fortuna*
  - City of Rio Dell*
  - City of Trinidad*
  - County of Humboldt*

**Date:** February 21, 2025  
**To:** City Managers, Humboldt County CAO, Finance Officers, and Transit Operators  
**From:** Amy Eberwein, Administrative Services Officer, HCAOG  
**RE:** 2025-26 Local Transportation Fund Apportionment and Allocations

The County Auditor’s estimate for the FY 2025-26 Local Transportation Fund (LTF) is \$5,898,400, which is \$108,930 less than the estimate for FY 2024-25.

After subtracting the Auditor's payment (\$4,000), and HCAOG's administration and planning allocation (\$500,000), the 2% bicycle and pedestrian set aside is estimated to be \$107,888. Additionally, the Humboldt Transit Authority will receive an allocation of \$252,101 for administrative costs as the Consolidated Transportation Services Agency and for the region’s supplemental Dial-A-Ride contract.

The apportionment of remaining funds is based on city and county population estimates published annually by the Department of Finance. The HCAOG Board adopted Resolution 25-02 approving the LTF FY 2025-26 findings of apportionment and allocations.

The following table shows the estimated available LTF allocations for each jurisdiction for FY 2025-26.

<b>Jurisdiction</b>	<b>Estimated FY 2025-26 Apportionment</b>
Arcata	698,212
Blue Lake	43,271
Eureka	981,903
Ferndale	51,067
Fortuna	458,733
Rio Dell	122,055
Trinidad	11,072
Humboldt County	2,646,200
<b>Total</b>	<b>\$ 5,012,512</b>

The HCAOG Transportation Development Act Rules contain claim forms and documentation requirements and can be found on our website library by filtering to “Public Transportation.” Please note the TDA Rules were updated in December 2023 and there are new claim forms to use.

Please do not hesitate to contact Amy Eberwein at [amy.eberwein@hcaog.net](mailto:amy.eberwein@hcaog.net) or 707-444-8208 with any questions.

- Enclosures:**
- TDA Rules (Revised December 2023)
  - TDA LTF Claim Forms (Revised December 2023)
  - Resolution 25-02

## APPENDIX C. ANNUAL CLAIM FORMS CHECKLIST FOR ANNUAL LTF & STAF CLAIMS

■ **ALL Claims:** Claimants shall submit items (a) through (f) as part of the claim.

■ **Transit Claims:** An operator or claimant shall submit items (a) thru (m), inclusive, to file a claim.  
**ALL claims must include items (a) through (d), inclusive.**

HCAOG forms for parts (a), (b), (c) and (d) are provided in this Excel file and on-line at [www.hcaog.net](http://www.hcaog.net).  
*Claimants are responsible for making sure they submit the most current forms.*

- a) This Checklist
- b) Claim Request form
- c) Annual Project and Financial Plan form
- d) Statement of Conformance
- e) Claimants who want to designate funds for a future, specific capital project must request it as part of a claim. The claim must indicate any reserved monies in the subsequent annual claim(s). Before expending these funds for any other purpose, the claimant must identify its proposed changes in an amended claim or subsequent annual claim. [CCR §6648]
- f) Claimants who have previously designated excess TDA funds as future capital purchase funds must submit a summary report of their capital purchase accounts. [CCR §6637]

**Transit claims must include items (g) through (m):**

- g) To receive an allocation of funds for service outside the claimant's area, a claimant must provide, or have on file with HCAOG, an executed contract
- h) Operating budget. Claimant certifies that its operating budget is not more than 15% greater than its previous year budget unless supported by documentation that substantiates the increase.
- i) If applicable, a statement identifying and substantiating the reason or need for: (1) increasing the operating budget in excess of 15% above the preceding year; (2) a substantial increase or decrease in scope of operations; or (3) capital provisions for major new fixed facilities.
- j) A Satisfactory certification by CHP verifying that the operator is in compliance with §1808.1 of the Vehicle Code, as required in PUC §99251. The certification shall have been completed within the last 13 months, prior to filing claims.
- k) An explanation that summarizes how the claimant has addressed applicable audit findings from annual fiscal and compliance audit.
- l) An explanation that summarizes how the claimant has addressed applicable audit findings from triennial performance audit reports.
- m) Claimant certifies that it is making full use of federal funds available under the Federal Transit Act [CCR 6754] (STA claims only)
- n) Claimant certifies that all purposes for claim expenditures are in conformance with the City/Town or Regional Bicycle Plan. (Bike and Ped claims only)

*For full information on claim requirements, see HCAOG's TDA Rules (part IV, "TDA REQUIRED REPORTS" Report #17).*

TDA Rules: HCAOG Rules for Administering the Transportation Development Act

**CLAIM REQUEST**  
*Local Transportation Fund (LTF)*

**Claimant:** City of Rio Dell  
**Address:** 675 Wildwood Avenue  
**Contact Person:** Travis Sanborn  
**Title:** Finance Director  
**Phone:** 707-764-3532  
**E-mail:** [sanbornt@cityofriodell.ca.gov](mailto:sanbornt@cityofriodell.ca.gov)

The City of Rio Dell hereby requests, in accordance with the Transportation Development Act (TDA), Chapter 1400, and applicable rules and regulations, that the TDA claim be approved in the amount of \$122,055 for fiscal year 2025-26. These monies are to be drawn from the local transportation fund held at the County of Humboldt for the purposes and amounts shown in the attached "Annual Project and Financial Plan."

When approved, the claim will be submitted to the County Auditor of the County of Humboldt for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms of the approved annual financial plan.

Authorized representative of claimant:

By: Travis Sanborn (print name) Title: Finance Director

Signature: \_\_\_\_\_ Submittal date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Debbie Egger  
Interim Executive Director, Humboldt County Association of Governments

**ANNUAL PROJECT AND FINANCIAL PLAN**  
**Local Transportation Fund (LTF)**

Give each project a title and briefly describe the transportation projects that your jurisdiction proposes. Indicate proposed expenditures for the ensuing fiscal year for all that apply:

- (i) public transportation operating and capital expenditures;
- (ii) construction of facilities for the exclusive use by pedestrians and bicyclists;
- (iii) construction of local streets and roads; and/or
- (iii) right-of-way acquisition.

**Claimant: City of Rio Dell**

**Fiscal Year: 2025-26**

PROJECT (Title & brief description)	Allocation Amount Available	PUC Article & Section	Funds not being claimed	Funds Requested	Balance Remaining
06-01 HTA/RTS Share of Cost	\$ 57,679	4-99260(a)	-	\$ -	\$ 57,679
06-02 HSRC Share of Cost	\$ 6,500	8-99400@	-	\$ -	\$ 6,500
06-03 Street Construction & Maintenance	\$ 57,876	8-99402	-	\$ -	\$ 57,876
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
	\$ -		-	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 122,055</b>		<b>-</b>	<b>\$ -</b>	<b>\$ 122,055</b>

Attach a copy of transit revenues and expenditures for the last full fiscal year.

# STATEMENT OF CONFORMANCE

## LTF

**Claimant:** City of Rio Dell

**Fiscal Year of Claim:** 2025-26

*Certify all that apply.*

### LOCAL TRANSPORTATION FUND (LTF) - TRANSIT CLAIM

- LTF funds are **not** being used for operating
- LTF FUNDS are being used for operating
- A total of \$\_\_\_\_\_ STA funds will also be claimed for operating during this fiscal year.

- The claimant named above hereby certifies that this annual claim for local transportation funds in the amount of \$122,055 that is not being used for operating conforms with the requirements of Article 8, PUC Section 99400, of the Transportation Development Act and applicable rules and regulations.

### CERTIFIED BY CLAIMANT:

By: Travis Sanborn

Title: Finance Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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

April 15, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize the City Manager to Execute Agreements for On Call Construction Contract Agreements with Wendt Construction and RH Construction in Coordination with the City Attorney

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to Execute; or,

or take no action.

BACKGROUND AND DISCUSSION

On November 27, 2024 the City of Rio Dell issued a Request for Qualifications for an call construction contractor. The City received two responsible responses from Wendt Construction and RH Construction. It is recommended that the City Council authorize these agreements in order to facilitate future projects in a more expeditious manner. There is no cost to this item as each project will be on a case by case basis. By law, individual projects cannot exceed \$75,000 without going to a separate bidding process.

From time to time the City has various relatively minor needs to repair, modify or construct facilities on City property or rights of way. The current example is needed modifications to the Police Department for security and evidence storage purposes, which is within this year's budget.

Attachments:

Standard agreement drafted by the City Attorney.

///

## CONSTRUCTION CONTRACT AGREEMENT (For Public Works Projects with a value at or less than \$75,000)

This Construction Contract Agreement ("Agreement"), is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 202\_\_, by and between the City of Rio Dell, a California public entity (hereinafter "Owner") and \_\_\_\_\_ (hereinafter "Contractor"), and is for performance of the work on the following work of improvement:

Project Name:

Project Owner and Address: City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA 95562

Project Architect/Engineer  
and Address:

Contractor's business is a \_\_\_\_\_.

Contractor's Federal Tax I.D. # \_\_\_\_\_.

Contractor's DIR Registration # \_\_\_\_\_.

Contractor's License # \_\_\_\_\_, Expires \_\_\_\_\_.

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

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

Contractor further acknowledges that compensation for the Work authorized pursuant to this Agreement shall in no event exceed the sum of Seventy-Five Thousand Dollars (\$75,000.00), thus rendering the Work exempt from public bidding requirements as further recited in Section 14.10, below. In addition to all other indemnity obligations stated in this Agreement, Contractor agrees to indemnify, defend and hold harmless City from and against any and all claims, causes of action, damages, costs, penalties, fines, liabilities and fees (including, without limitation attorneys fees) should the Work authorized herein not qualify for public bidding exemptions due to excess costs, expenses or sums charged or claimed by Contractor.

### ARTICLE 1 – CONTRACT DOCUMENTS

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

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

**ARTICLE 2 – DESCRIPTION OF WORK**

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

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

**2.3 SUBCONTRACT/ASSIGNMENT.** Contractor shall not subcontract, assign, transfer, or sublet any portion of its Work or the proceeds for Contractor's work without the prior written consent of Owner. Any such assignment shall not relieve Contractor from any obligations or liabilities under the Agreement and the assignee shall take the assignment subject to all rights of Contractor herein provided.

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

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

**ARTICLE 3 – PRICE AND SCHEDULE OF VALUES**

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

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

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

#### **ARTICLE 4 – PAYMENT**

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

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

**4.3 CERTIFIED PAYROLL AND AFFIDAVITS.** As an additional condition precedent to payment by Owner, Contractor shall provide, within the time limits specified by the Contract Documents, certified payroll reports certifying that all labor included in the Invoice was paid pursuant to the applicable prevailing wage rates. Contractor shall also submit an affidavit, signed under penalty of perjury, certifying that it has paid for all labor (including fringe benefits), materials and equipment for which Owner has made payment to Contractor. Further, pursuant to Cal. Lab. Code § 1776(b)(2), Contractor and any subcontractors are required to furnish the certified payroll reports directly to the Department of Industrial Relations.

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

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

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

(a) Submit an affidavit, under penalty of perjury, that all payroll, payroll taxes, fringe benefits, bills for material and equipment, and other indebtedness connected with Contractor's work for which Owner and/or any surety might in any way be liable, have been paid or otherwise satisfied;

- (b) Submit conditional and unconditional waivers upon final payment in accordance with Civil Code sections 8136 and 8138;
- (c) Comply with all required close-out procedures to the satisfaction of Owner.

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

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

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

**ARTICLE 5 – CHANGES**

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

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

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

**ARTICLE 6 – TIME OF COMPLETION AND SCHEDULE**

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

**6.2 CONTRACT TIME.** Contract Time for completion of all work is \_\_\_\_\_, unless extended by written agreement of the parties hereto.

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

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

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

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

**ARTICLE 7 – TERMINATION OR SUSPENSION**

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

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

**ARTICLE 8 – PERFORMANCE OF CONTRACTOR**

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

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

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

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

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

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

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

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

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

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

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

Contractor acknowledges the provisions of the California Labor Code regarding the payment of prevailing wages to workers employed on public works projects. In compliance with the requirements of Labor Code section 1775(b)(1), Contractor acknowledges the existence and content of Part 7, Chapter 1 of the California Labor Code, including, without limitation, Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815, as incorporated herein by reference, and has read and understands the provisions of these code sections.

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

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

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

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

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

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

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

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

## ARTICLE 9 – RECOURSE OF OWNER

**9.1 NOTICE TO CURE.** If, in the opinion of Owner, Contractor is in breach of any provision of this Agreement, including but not limited to failing: to supply timely and enough properly skilled workers or proper or sufficient materials or equipment or adequate supervision; to provide and obtain approved submittals timely; to maintain the Schedule of Work; to make prompt payment to its workers, sub-subcontractors, suppliers, taxing authorities, or union trust funds; to obey laws, ordinances, or orders of any public authority having jurisdiction; to clean up its debris; to perform work as directed by Owner; or to perform any obligation under this Agreement, Contractor shall commence and continue satisfactory correction of such breach with diligence and promptness within forty-eight (48) hours after service of written notice to Contractor or Contractor's authorized representative specifying the particulars of such breach.

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

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

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

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

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

## ARTICLE 10 – INSURANCE AND BONDS

**10.1 GENERAL INSURANCE REQUIREMENTS.** Contractor shall not commence any work until it obtains all insurance required to be obtained by Contractor under this Agreement and thereafter Contractor provides copies of such coverage to Owner. Contractor's failure to provide copies of coverage to Owner shall not relieve Contractor of their obligations under this Agreement, including but not limited to the commencement of Work. Contractor shall at all times comply with the Insurance Requirements of this Agreement.

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

Contractor shall procure and maintain for the duration of the Agreement, and for five (5) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

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

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

**10.4 COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

**10.5 AUTOMOBILE LIABILITY INSURANCE.** Contractor shall procure and maintain owned, hired and non- owned Automobile Liability Insurance covering the ownership, maintenance, use and entrustment of any and all automobiles, trucks and other motor vehicles utilized by Contractor, its employees or any of their permittees in connection with any work performed under this Agreement with limits no less than \$1,000,000.00 per accident for bodily injury and property damage. Insurance Services Office Form CA 00

01 covering Code 1 (any auto), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9) shall be procured by Contractor and provided to Owner.

**10.6 ADDITIONAL INSURED/NO CANCELLATION.** Contractor will procure, with respect to all of the insurance required by this Article 10, an endorsement or endorsements naming or otherwise identifying Owner, and their respective officials, agents, representatives, employees, as additional insureds for any and all liability arising out of, or in any way connected to, the performance of, or failure to perform, work under this Agreement. Commercial General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). Each additional insured endorsement must contain the following or equivalent language: "This insurance is primary. Any other insurance maintained by any person or organization qualifying as an insured under this endorsement shall be excess and non-contributing with this insurance as respects liability arising out of any act or omission of the named insured or of any person or organization on the named insured's behalf." Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except with notice to the Owner.

**10.7 BUILDER'S RISK (Course of Construction).** Contractor shall procure course of construction insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Work and not coinsurance penalty provisions.

**10.8 PROFESSIONAL LIABILITY.** If Design/Build elements are a component of the Work, Contractor shall procure professional liability insurance with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 policy aggregate.

**10.9 CONTRACTORS' POLLUTION LEGAL LIABILITY.** Contractor shall procure and maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

**10.11 WAIVER OF SUBROGATION; ADDITIONAL INSURANCE PROVISIONS.** Contractor hereby releases and waives all rights against Owner with respect to subrogation, and with respect to any loss or damage to any or all of Contractor's property, which loss or damage is of the type covered by builder's risk, workers' compensation, general liability or commercial liability insurance required to be maintained under the Contract Documents, regardless of any negligence on the part of any person released which may have caused or contributed to such loss or damage. For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**10.12 GREATER THAN MINIMUM COVERAGE.** If Contractor maintains broader coverage and/or higher limits than the minimums shown above, Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Owner.

## ARTICLE 11 – INDEMNIFICATION

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

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

**11.2 EXTENT OF INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties, and each of them, from and against any and all Claims including, without limitation, Claims for bodily injury, death, or damage to or destruction of property; defects in workmanship or materials; and design defects, if the design originated with Contractor, that may arise from or in any manner relate, directly or indirectly, to any work performed or services provided under this Agreement or Contractor’s presence or activities conducted on the Project, including without limitation the negligent and/or willful acts, errors, and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them, regardless of any passive negligence or strict liability of an Indemnified Party. Contractor, however, shall not be obligated under this Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties, or for defects in design furnished by such persons, or to the extent the Claims do not arise out of the scope of work of the Contractor pursuant to this Agreement.

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

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

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

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

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

benefit acts, or other employee benefit acts.

**ARTICLE 12 – CLAIMS**

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

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

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

**ARTICLE 13 – DISPUTE RESOLUTION**

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

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

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

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

**ARTICLE 14 – MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.

14.10 PUBLIC CONTRACT CODE PROVISIONS RELATED TO PUBLIC BIDDING EXEMPTION(S). California Public Contract Code section 22032(a) provides a project valued at or less than seventy-five thousand (\$75,000) may proceed by negotiated contract instead of a formal or informal bidding process. (Public Contract Code § 22032(a).) No bids are required of Contractor if the Work and Price as contemplated within this Agreement are valued at or less than \$75,000. Contractor shall recognize Contractor must not attempt to evade the \$75,000 threshold by creating multiple separate agreements regarding the same Work which collectively are valued above \$75,000. (Public Contract Code § 22033.)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name of Signee: Kyle Knopp

Name of Signee: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor's License No. \_\_\_\_\_

Date: \_\_\_\_\_

Attachments  
Attachment A – The Work (Scope of Work)

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

Ref	Date	Vendor	Description	Amount
14006	3/06/2025	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR FEBRUARY 2025 - City Hall & COPIER CHARGES FOR FEBRUARY 2025 - PD	914.32
14007	3/06/2025	[3975] AT&T - 5709	FAX LINE EXPENSES FOR FEBRUARY 2025 - PD, FAX LINE EXPENSES FOR FEBRUARY 2025 - City Hall	72.28
14008	3/06/2025	[6841] BADGER METER INC.	AutoChem Air Pump Assy., Brass Muffler	948.31
14009	3/06/2025	[4937] CA DEPT OF TRANSPORTATION	Signals & Lighting Billing July - Sept 2024	355.80
14010	3/06/2025	[2293] CITY OF FORTUNA	Police Dispatch for March 2025	8,483.33
14011	3/06/2025	[7888] CRITTERS WITHOUT LITTERS SPAY/NEUTER CLINIC	Clementine (Cat-F), Angry Orange (Cat-M)x2	125.00
14012	3/06/2025	[2385] EUREKA READYMIX	3/4 Base Class 2 PU	421.42
14013	3/06/2025	[2394] FEDEX	Shipping	1,040.63
14014	3/06/2025	[2407] FORBUSCO LUMBER	Custom Door	272.33
14015	3/06/2025	[2405] FORTUNA ACE HARDWARE	Distilled Water	17.94
14016	3/06/2025	[6930] GALLAGHER BENEFITS SERVICES	Total Compensation Study (Final Payment)	9,940.00
14017	3/06/2025	[5052] GHD, INC	Professional Services Rendered Through 2/22/2025: Rio Dell Painter Line Sewer Upsizing, Professional Services Rendered Through 2/22/2025: PW Rio Dell Water Distribution System Improvement Project, Professional Services Rendered Through 2/22/2025: PW Rio Dell Eel River Trail, Professional Services Rendered Through 2/22/2025: Rio Dell City - Engineer Services	90,289.65
14018	3/06/2025	[7356] GRAINGER, INC.	Valves, Sockets, Pressure Gauge, Adapters	1,813.17
14019	3/06/2025	[2509] KREATIONS\KEVIN BRADLEY	Body Work '23 Dodge Charger PD	4,368.19
14020	3/06/2025	[7087] ANDREW C LEWIS	Reimbursement: Boot Allowance Sportsman's Warehouse	300.00
14021	3/06/2025	[2569] MICROBAC LABORATORIES, INC.	Ammonia Nitrogen w/o Distillation, ELAP Certification Fee, Coliform Presence/Absence, Coliform Quanti-tray, ELAP Certification Fee, Total Coliform Bacteria 3x5	571.00
14022	3/06/2025	[2551] MIRANDA'S ANIMAL RESCUE	Animal Control for February 2025	1,900.00
14023	3/06/2025	[3006] MISSION LINEN SUPPLY, INC	Paper Towels, Clean Mop Head, Towels, Maintenance & Cleaning of PW Shirts, Clean Mop Head, Maintenance & Cleaning of PW Shirts, Clean Mop Head, Towels, Maintenance & Cleaning of P, Shirts, Clean Mop Head, Hand Soap, Paper Towels, Maintenance & Cleaning of PW Shirts, Clean Mop Head	317.13
4	3/06/2025	[7882] KEVIN M NASET	Reimbursement: Hotel for RCAC Water Class	158.4

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**City of Rio Dell  
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Ref	Date	Vendor	Description	Amount
14025	3/06/2025	[3287] NORTH COAST UNIFIED AQMD	Authority to Construct, Initial Evaluation - Fern Street Lift Station (10/27/2022), Annual Renewal Fees 2024-2025	3,100.02
14026	3/06/2025	[7842] POMRANKE, CASSIE	CUSTOMER DEPOSIT REFUND	259.30
14027	3/06/2025	[6349] RECOLOGY EEL RIVER	Trash Bags for February 2025	212.64
14028	3/06/2025	[7672] REDWOOD LASER	Redwood Sign	163.13
14029	3/06/2025	[7928] REGIONAL GOVERNMENT SERVICES	Contact Services for January '25	74.40
14030	3/06/2025	[6373] THATCHER COMPANY, INC.	Aqua Ammonia, 25% TECH - 375 # Drum	2,374.94
14031	3/06/2025	[2772] WENDT CONSTRUCTION, INC	Vactor Truck Painter St, Load of Base to Stock Pile	1,010.00
14032	3/06/2025	[2787] WYCKOFF'S	Valve, Union, Nipple, Bushing, Elbow, Tee, Adapter, PVC Pipe	178.42
14033	3/12/2025	[0576] 101 AUTO PARTS	Fuel Filter	5.07
14034	3/12/2025	[7731] ADAMS, MADISON	CUSTOMER DEPOSIT REFUND	152.48
14035	3/12/2025	[4949] ASAP Lock & Key	Re-Key WWTP Office	95.43
14036	3/12/2025	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 3/7/2025	90.00
14037	3/12/2025	[5944] COLANTUONO, HIGHSMITH & WHATLEY, PC	Special Counsel Services; Services Through Feb. 28, 2025	5,539.00
14038	3/12/2025	[6486] GREEN TO GOLD ENTERPRISES LLC	Cut-Off Disc	18.56
14039	3/12/2025	[2437] HACH	Rochelle Salt Solution; Reagent Set, LR Manganese, Reagent Set, Chlorine Free Cl17	524.31
14041	3/12/2025	[7905] HUNTER AND SON CONSTRUCTION INC.	Completed Work From Earthquake Damage Repairs, Sewer Work and Ongoing Siding & Trim Work	7,920.00
14042	3/12/2025	[2569] MICROBAC LABORATORIES, INC.	Ammonia Nitrogen-Un-ionized (calculation), Ammonia Nitrogen w/o distillation, Conductivity at 25.0 C, ELAP Certification Fee, Nitrate and/or Nitrite, Salinity, Subcontract Metals, THM by EPA 624, Total Dissolved Solids, Total Nitrogen, Turbidity	908.00
14043	3/12/2025	[7635] NAPA AUTO PARTS FORTUNA	Core Deposit, Bug Wash, V-Belt	36.85
14044	3/12/2025	[6943] PACE SUPPLY CORP	Paint	1,124.11
14045	3/12/2025	[2693] SHELTON'S AUTO LUBE	Oil Change '21 Ford F-150, Oil Change '03 Ford F-350	189.40
14046	3/12/2025	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR MARCH 2025	150.00
14047	3/12/2025	[2715] STEWART TELECOMMUNICATION	Phone Lines PD - April 2025, Phone Lines City Hall - April 2025	557.00
14048	3/12/2025	[6373] THATCHER COMPANY, INC.	Sodium Bisulfite 25% - 275G Tote	3,636.00
14049	3/12/2025	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR FEB. 2025, LEGAL SERVICES FOR FEB. 2025	4,162.00
14050	3/12/2025	[2750] USA BLUEBOOK	Ammonia Test, Electrolyte, Membrane Cap, and Chlorine Sensors	584.00

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

Ref	Date	Vendor	Description	Amount
14051	3/18/2025	[4892] KEVIN T CALDWELL	Reimbursement: Copies @ Clerk Recorders Office	29.00
14052	3/18/2025	[4697] AMANDA CARTER	Reimbursement: Travel for CalCities Redwood Region	249.30
14053	3/18/2025	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	Fingerprint APPS; Child Abuse Index Check: Peace Officer-Billed; Blood Alcohol Analysis for February 2025	136.00
14054	3/18/2025	[2405] FORTUNA ACE HARDWARE	Paint and Painting Supplies, Bushing	75.27
14055	3/18/2025	[7918] FREEDOM FOREVER NORTHERN CA	Reimbursement for Permit #022508	311.85
14056	3/18/2025	[6486] GREEN TO GOLD ENTERPRISES LLC	Double Connectors	27.36
14057	3/18/2025	[5501] HARTMAN, LAURA 1	CUSTOMER DEPOSIT REFUND	69.53
14059	3/18/2025	[6605] KEN GRADY COMPANY, INC.	ATI 510-006	307.58
14060	3/18/2025	[7475] LEAF CAPITAL FUNDING LLC	Lease of Kyocera TA 308ci Copier System	224.37
14061	3/18/2025	[2569] MICROBAC LABORATORIES, INC.	Coliform Presence/Absence, Coliform Quanti-tray, ELAP Certification Fee, Total Coliform Bacteria 3x5	367.00
14062	3/18/2025	[6100] NORTHERN CALIFORNIA GLOVE	Gloves	28.11
14063	3/18/2025	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR APRIL 2025	3,240.00
14064	3/18/2025	[7828] CADEN L ROCHA	CHP-DUI Training (Post)	71.73
14065	3/18/2025	[7938] SOL RADIOLOGY	Read Chest X-Ray Exam	248.00
14066	3/18/2025	[4638] STITCH WITCH	Setup Embroidered Star Badge on Polo	45.00
14067	3/18/2025	[7929] SUNSTONE HOME CALIFORNIA LLC	Reimbursement for Permit #032503	181.02
14068	3/26/2025	[4892] KEVIN T CALDWELL	Reimbursement Copies CalFire Plans	9.83
14069	3/26/2025	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 3/21/2025	90.00
14070	3/26/2025	[7852] CSG CONSULTANTS	Professional Services Rendered from 11/30-12/27/2024: Rio Dell Franchise Agreement Negotiation, Professional Services Rendered from 12/28/24-1/31/2025: Rio Dell Franchise Agreement, Professional Services Rendered from 2/1-2/28/2025: Rio Dell Franchise Agreement Negotiation	2,900.00
14071	3/26/2025	[2405] FORTUNA ACE HARDWARE	Hooks, Screws, Bolts, Wire, Cleaning Supplies, Tape and Caulk, Power Outlets, Extension Cord	291.26
14072	3/26/2025	[6486] GREEN TO GOLD ENTERPRISES LLC	Saw Blades	153.30
14073	3/26/2025	[5957] HAZARDOUS MATERIALS RESPONSE AUTHORITY	Response Team Charges, FY 2024-2025	1,322.
14074	3/26/2025	[6299] JJACPA. INC.	Professional Audit Services for Period Ended June 30, 2024 (Final Audit Invoice FY 23/24)	2,225.

Section K, Item 5.

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

Ref	Date	Vendor	Description	Amount
14075	3/26/2025	[7942] KEE CHA-E-NAR CORPORATION	RDPD Officer Caden Rocha	150.00
14076	3/26/2025	[7796] KIRKENDALL, MICHAEL	CUSTOMER DEPOSIT REFUND	31.12
14077	3/26/2025	[5623] KYLE C KNOPP	Reimbursement Car Wash for Admin Car	18.00
14078	3/26/2025	[2569] MICROBAC LABORATORIES, INC.	Aqueous Samples Digestion, Dissolved Organic Carbon, ELAP Certification Fee, Haloacetic Acids, ICP-MS Metals, Organochlorine Pesticides and PCBs, Coliform Presence/Absence, Coliform Quanti-tray, ELAP Certification Fee, Total Coliform Bacteria 3x5	891.00
14079	3/26/2025	[2601] PETERSON	Repair Engine & Generator	673.12
14080	3/26/2025	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserves on 3/19/2025	400.00
14081	3/26/2025	[7728] RCAA - NATURAL RESOURCES SERVICES	Rio Dell Eel River Trail Outreach and Education	4,870.00
14082	3/26/2025	[3685] RURAL COMMUNITY ASSISTANCE CORPORATION dba RCAC	Loan # 1144-CRD-05 Water CIP	375.62
14083	3/26/2025	[2693] SHELTON'S AUTO LUBE	Oil Change '21 Ford Explorer	101.50
14084	3/26/2025	[7185] STAPLES ADVANTAGE	Erasers	7.15
14085	3/26/2025	[2719] STATE WATER RESOURCES CONTROL BD	Water Treatment Operator Grade T1 Exam for Kevin Naset	50.00
14086	3/26/2025	[7701] SUPER VACUUM MANUFACTURING CO.	Freight Charge	38.41
14087	3/26/2025	[2750] USA BLUEBOOK	Nalgene Heavy Duty Bottle	72.37
14088	3/26/2025	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR APRIL 2025	389.25
14089	3/26/2025	[2772] WENDT CONSTRUCTION, INC	S. Cherry Ln. Water Leak	675.00
14090	3/26/2025	[2787] WYCKOFF'S	PVC	48.60
<b>Total Checks/Deposits</b>				<b>176,770.68</b>

Ref	Date	Vendor	Description	Amount
036-944	3/03/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 02/21/2025	-3,087.10
29717	3/03/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 02/21/2025.	-16,205.20
6218060	3/03/2025	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 02/21/2025	-11,690.25
6517029	3/10/2025	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 03/07/2025	-11,690.25
9837420	3/10/2025	ELECTRONIC FUNDS TRANSFER	EFT: FIBER OPTIMUM BILL FOR MARCH 2025. SPLIT/w P.D & ADMIN.	-877
9837419	3/10/2025	ELECTRONIC FUNDS TRANSFER	EFT: OPTIMUM PUBLIC WORKS PAYMENT FOR MARCH 2025.	-274
1587	3/12/2025	WITHDRAWAL	DEPOSITED ITEM RETURNED	-509
592	3/17/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC DENTAL INSURANCE FOR MARCH 2025	-116
				<b>Section K, Item 5.</b>

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

Ref	Date	Vendor	Description	Amount
6792525	3/17/2025	ELECTRONIC FUNDS TRANSFER	EFT: Bank of America Credit Card Payments for Feb/March 2025.	-3,769.40
9837421	3/17/2025	ELECTRONIC FUNDS TRANSFER	EFT: BENEFIT BRIDGE/PUBLIC AGENCY PAYMENT FOR APRIL 2025.	-37,755.20
307-408	3/17/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 03/07/2025	-3,200.05
2059861	3/17/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 03/07/2025.	-16,944.26
9837422	3/17/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR GUARDIAN DENTAL ONLINE PAYMENT FOR APRIL 2025.	-1,823.29
9837426	3/18/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR FEBRUARY/MARCH 2025.	-29,033.42
9837424	3/19/2025	WITHDRAWAL	ANALYSIS SERVICE CHARGE FOR MARCH 2025.	-196.77
9837423	3/19/2025	ELECTRONIC FUNDS TRANSFER	EFT: DEARBORN LIFE INSURANCE PAYMENT FOR APRIL 2025.	-404.25
9837425	3/20/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR VSP INSURANCE ONLINE PAYMENT FOR APRIL 2025	-458.38
9837427	3/24/2025	ELECTRONIC FUNDS TRANSFER	EFT: PG&E Payment for Feb/March for Northwestern Street Lights	-50.81
6576929	3/25/2025	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 03/21/2025	-11,690.25
584393	3/26/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE ONLINE PAYMENT FOR MARCH 2025.	-1,261.72
3720848	3/26/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR NEW WEXONLINE FUEL CARDS FOR FEB./MARCH 2025	-3,493.60
433-552	3/31/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 03/21/2025	-2,925.21
4116258	3/31/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 03/21/2025	-15,897.92
<b>Total EFT's/Bank Withdrawals</b>				<b>-173,353.97</b>

Ref	Date	Vendor	Description	Amount
TRX TO PR	3/13/2025	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 03/07/2025	-44242.69
TRX TO PR	3/27/2025	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 03/21/2025	-42283.59
<b>Total Transfer Between Accounts</b>				<b>-86526.28</b>

Ref	Date	Vendor	Description	Amount
2567641	3/31/2025	WITHDRAWALS	DEBIT CARD FOR POSTAGE TO MAIL U/B BILLS FOR MARCH 2025	-555.28
<b>Total Debit Card Withdrawals</b>				<b>-555.28</b>

Section K, Item 5.



# Staff Highlights – 2025-04-15

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**City Council**

**City Manager**

**City Clerk**

Processed Eight (8) Building Permit Applications:

- 1083 Riverside Dr. – Residential Remodel
- 1080 Riverside Dr. – Re-Roof Residence
- 310 Cherry Lane – Gas Line Extension
- 581 Third Ave. – Gas Line Extension
- 563 Third Ave. – Gas Line Extension
- 615 Gunnerson Lane – Reinstall PV Solar for New Re-Roof
- 185 Ogle Ave. – Re-Roof Residence
- 609 Rigby Ave. – Re-Roof Residence

Processed Four (4) Business License Applications:

- Invista Home, LLC – Non-Resident Roofing Contractor
- Suncore Solar – Non-Resident Contractor
- CC Market, Rio Dell, Inc.
- Sam Wise Redwood Rentals – Property Management

Misc:

- Attended Beautification, Walkability & Pride Committee meeting on 4/4/25
- Submitted Quarterly Seismic Fee Report
- Submitted Quarterly AB 1473 Building Standards Fee Report
- Submitted Quarterly SB 1186 Division of State Architect Fee Report
- Submitted CIRB/CHF Building Permit Report for March
- Posted Notice of Vacancy on Nuisance Advisory Committee
- Posted Notice of Vacancy on Beautification, Walkability, and Pride Committee
- Submitted Local Government Officials’ Information for 2025 California Roster



## City Attorney

### Human Resources, Risk & Training

### Finance Department

#### Regulatory Compliance & Financial Oversight

- Followed up with the State of California agency CalWARN to verify the status of the City's Mutual Assistance Registration, originally completed by the Finance Director on January 3, 2023 in the aftermath of the December 2022 earthquake disaster that struck Rio Dell, ensuring continued access to critical mutual aid resources.
- Completed and submitted the Coronavirus State and Local Fiscal Recovery Funds Project and Expenditure Report within required deadlines, maintaining the City's compliance with federal grant management requirements.
- Collaborated with a financial analyst from the State Water Resources Control Board (SWRCB), providing updated audited financials for review of the City's outstanding loans (1210012-002 & 7401-110), confirming compliance with all debt service requirements and maintaining the City's good standing with state financing agencies.
- Evaluated responses to the Request for Proposal (RFP) for auditing services for the City of Rio Dell, working to select qualified professionals to maintain high standards of financial accountability and transparency.
- Initiated proactive communication with cannabis businesses regarding submission requirements for cannabis license and activity annual fees for FY 25/26, strengthening municipal revenue streams.
- Contacted cannabis cultivators regarding the 2025 cannabis cultivation declaration form, ensuring compliance with municipal regulations.
- Sent reminders to cannabis businesses regarding upcoming Q3 taxes due at the end of the month, supporting timely revenue collection.

#### Financial Management & Budget Development



- Initiated the FY 2025-26 budget development process by distributing comprehensive budget requirement documentation to all department heads, facilitating effective resource allocation planning.
- Coordinated with the City Manager to itemize expenditures related to SB1383 Local Assistance Grant Cycle 3 (OWR3), ensuring appropriate grant utilization and regulatory compliance.
- Completed Claim #13 for the Sanitary Sewer Evaluation Study, including Tasks 1 and 2 of the Painter Street upsizing project, which is fully reimbursable per the contract agreement, securing external funding while minimizing impacts on City resources.
- Prepared and submitted 2025-26 LTF Allocation Estimates including HCAOG TDA LFT Claim Forms, securing transportation funding allocations for the City.

#### Grant Management & Disaster Recovery

- Submitted detailed invoicing for ER-15J8(020) to Caltrans for emergency work completed following the December 2022 earthquake event, specifically for qualified roadways that were crack sealed, supporting recovery funding efforts.
- Updated HCD representatives on the status of CDBG project 22-CDBG-PI-00027, which continues to provide assistance to qualified individuals affected by the December 2022 earthquake disaster.
- Prepared and sent Invoice #4 for the Rio Dell Neighborhood Connectivity Project to Caltrans representatives for review, maintaining progress on this infrastructure initiative.
- Worked with City contract engineers to provide documentation for CalSMART, including ATP User Counts (Before and After), 25-R Form, 25-T Form, NI and Combo Project Details Sheet, and Copy of FROE, meeting state reporting requirements.
- Processed Eel River Trail Progress Pay Application 03, maintaining financial oversight of construction work on this community enhancement project.

#### Technology & Infrastructure Enhancement

- Coordinated with website administrators to plan the transition of the City's online presence from the end-of-life Drupal 7 platform to CivicPlus' Central Starter at no



additional cost to the City, improving municipal digital infrastructure while maintaining fiscal responsibility.

**Public Works Water**

**Public Works Wastewater**

**Public Works Streets, Buildings and Grounds**

**Public Works City Engineer**

**Public Works Capital Projects**

**Police Department**

**Patrol Statistics:**

During April 2<sup>nd</sup> – April 10<sup>th</sup> 2025, the Rio Dell Police Department handled 106 incidents. This includes 41 calls for service, and 65 Officer Initiated Contacts. 8 arrests were made. A total of 3 citations were issued for traffic offenses or other miscellaneous criminal violations. 11 total cases requiring investigation were taken.

**Staffing:**

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

- Job position being flown in multiple areas online. No one in hiring process yet.
- Already there is much interest in the pending new CSO position pending funding through Measure Z.

**Community Events / Notable Cases:**

- 4/02/25, a 27 year old male resident of Rio Dell was arrested for DUI (.17 BAC), Driving on a Suspended License, and not having his required Ignition Interlock Device(for prior DUI's).
- Public Safety Sunday will be attended by Chief and Corporal Landry this Sunday, April 13<sup>th</sup> 12-3pm at McKinleyville High. Most Law Enforcement, Fire Departments, and Ambulance will have vehicles and helicopters there. Open to public and kids. Tours of equipment vehicles, recruiting etc.

**Abatement Projects:**

**Residential Abatement:**

- Total Active Cases 29
- 4 New open cases, 2 closed cases.
- 11 of the cases are for City Owned Property, 18 for ongoing violations.



**Vehicular Abatement:**

- Total Active Cases 9
- 11 New open cases, 2 closed cases
- 1 vehicles towed

**Animal Control:**

- 10 calls for animal related issues.
- 2 dogs transported to Miranda's
- 0 Cats transported to Miranda's

**Community Development Department**

**Intergovernmental**

**Humboldt-Rio Dell Business Park**



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

April 15, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Related to Donation to Chamber of Commerce for Cinco de Mayo Celebration at the Scotia Lodge

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff.

BACKGROUND AND DISCUSSION

It was requested that the Council agendaize a discussion and action item related to a donation for the Chamber of Commerce’s upcoming Cinco de Mayo celebration. Due to the timing of Cinco de Mayo, this would be the Councils last regularly scheduled meeting before the event. Staff has no additional information on the request or details of the event other than what is attached.

If such a donation is directed, the City Attorney has provided a draft agreement for the City Manager’s signature and the signature of the Chamber of Commerce. Contributions to the Chamber for Cinco de Mayo are not budgeted but depending upon the size of the donation, there is likely available funds in the City Council budget.

Attachments:

- Notification from the Chamber of the Cinco de Mayo event.
- Standard agreement drafted by the City Attorney.

///

Event: Cinco de Mayo Celebration -

Sunday, May 4th. 1:00-5:00

Venue: Scotia Lodge -

Kids Zone, Grassy area to the left of Lodge.

Activities to include Games, Pinata and Bounce House/Slide Combo. (Humboldt Bouncers)

Organized by A-OK The Clown, along with his wife AKA 'Wizards of Play'. (1 - 3:00 )

Followed by, Latin buffet featuring Enchiladas, Tacos, Spanish Rice & Beans, Orchada ect.

7 Piece Mariachi Band - Fortuna -

'Mariachi Herencia Mexicana' - (1&half Hour)

Chambers intention to celebrate Latin Culture & Heritage along with their contribution To our community.

Admission: \$10. Kids 12 and under FREE -

Est. Attendance : 50 = \$500. To be reimbursed

**CITY OF RIO DELL GRANT AGREEMENT WITH THE  
RIO DELL CHAMBER OF COMMERCE, A CALIFORNIA NONPROFIT PUBLIC  
BENEFIT CORPORATION**

THIS GRANT AGREEMENT (“**Agreement**”) is made and entered into by and between the CITY OF RIO DELL, a California municipal corporation (“**City**”), and the RIO DELL CHAMBER OF COMMERCE, a California nonprofit public benefit corporation (“**Grantee**”). The City and Grantee may be referred to individually as a “**Party**” or collectively as the “**Parties**”.

**Recitals**

This Agreement is made with reference to the following recital of essential facts:

WHEREAS, Grantee is a nonprofit, tax-exempt public benefit corporation whose purpose is to provide programs and services to enrich, empower and stimulate the economy of the City of Rio Dell and facilitate social activities and community participation in Rio Dell and Scotia communities;

WHEREAS, the City has worked closely with and has supported Grantee’s mission and purpose for many years;

WHEREAS, Grantee’s provision of services and fulfillment of its purpose provides significant public benefits to the residents of the City;

WHEREAS, Grantee is incurring significant expense to facilitate a Cinco De Mayo celebration and stimulate commerce and social interaction in celebration of the event and Latin culture and heritage and contributions to the community; and

WHEREAS, the City wishes to award a grant to Grantee to support the Cinco De Mayo event planned and administered by Grantee.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Status of Grantee.** Grantee represents and warrants that it is a nonprofit, tax-exempt organization in good standing under the laws of the State of California and shall remain as such for the term of this Agreement. Grantee further represents and warrants that its signatory is authorized to bind Grantee and execute this Agreement on Grantee’s behalf.

**2. Grant Award.** Subject to the terms and conditions of this Agreement, the City agrees to provide to Grantee a grant in the amount not to \_\_\_\_\_ thousand dollars (\$\_\_\_\_\_.00) (“**Award**”). City may elect in its sole discretion to withhold or require reimbursement of the Award if Grantee defaults under any of the provisions of this Agreement in accordance with Section 17, below.

**3. Expenditure of Grant Award.** Grantee shall expend the Award solely on the Cinco De Mayo event described in **Exhibit A** (the “Cinco De Mayo Event”). An expenditure that does not comply with this Agreement shall constitute a disallowed cost (“**Disallowed Cost**”) and be subject to reimbursement as specified in Section 15, below. Under no circumstances shall

Grantee expend any portion of the Award for religious or political purposes or for any other purpose prohibited under law, including but not limited to promoting or inhibiting religion in general or any religion in particular, conveying a religious message, or advocating for or against a political candidate or ballot measure.

**4. Acknowledgment of Funding Source.** Unless otherwise agreed upon in writing between the Parties, Grantee agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from the Award and any news articles, brochures, seminars, or other promotional materials or media or events through which Grantee publicizes the programs or projects funded in whole or in part by City will acknowledge the City’s support.

**5. Relationship between the Parties.** Nothing in this Agreement is intended or be construed to create any agency, partnership, joint venture, or employment relationship between City and Grantee. Grantee shall have no ability to bind the City and shall not hold itself out as having any such ability. Neither Grantee nor any of Grantee’s officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement. Grantee’s employees and agents shall not be entitled to any salary or benefits relating to City employment. Grantee acknowledges that the City has no authority or control over the Cinco De Mayo Event, and Grantee assumes all liabilities associated with the promotion, operation and administration of the Cinco De Mayo Event.

**6. No Assignment.** Grantee shall not assign this Agreement without the express written consent of the City Manager following authorization by formal action of the City Council. Any unauthorized assignment shall be void and shall be considered a material breach of this Agreement.

**7. Indemnification.** Grantee shall indemnify, hold harmless, and defend City, its City Council, boards and commissions, officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney’s fees, consultant’s fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement and/or the Cinco De Mayo Event, Grantee’s performance hereunder, Grantee’s or subcontractor’s negligence including active or passive, or strict liability, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Grantee, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement.

**8. Insurance Requirements.** Grantee agrees to comply with all of the Insurance Requirements set forth in **Exhibit B**, entitled “Insurance Requirements for Grantee.” Failure to maintain the required insurance at all times shall constitute a default and material breach. The provisions of this section shall survive the expiration or termination of this Agreement.

**9. Non-Discrimination.** In performing this Agreement, Grantee, shall not, and shall ensure that any and all contractors or subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, sexual orientation, actual or perceived gender identity, or any other basis prohibited under law. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

**10. Compliance with Law.** In performing this Agreement and the Programs, Grantee agrees to comply with all applicable local, state, and federal laws, rules, and regulations.

**11. Accounting.** For purposes of performance under this Agreement and receipt and expenditure of Award, Grantee shall at all times maintain an accounting system that comports with generally accepted accounting principles and shall separately account for the Award.

**12. Financial Records and Financial Report.** Grantee shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award.

**13. Audit and Examination.** Upon request, the City’s Finance Director and/or City Manager shall be provided with access and shall have the right to examine all financial records, documents, facilities, and activities related to Grantee’s performance of this Agreement and to the receipt and expenditure of the Award. Failure to comply with the request for audit, or a lack of documentation and records, shall be cause for termination in accordance with Section 17, below. The provisions of this section shall survive the expiration or termination of this Agreement.

**14. Preservation of Records.** Grantee shall preserve and make available all records related to performance of this Agreement and related to the receipt and expenditure of the Award until the expiration of four (4) years from the date of final payment to Grantee or as required by applicable law, whichever is longer. The provisions of this section shall survive the expiration or termination of this Agreement.

**15. Reimbursement of Disallowed Costs.** Within ten (10) business days of the date of City’s written notice to Grantee, Grantee agrees to reimburse to City any portion of the Award paid by the City which City Manager has in his sole discretion determined constitutes a disallowed cost. The provisions of this section shall survive the expiration or termination of this Agreement.

**16. Term/Limited Grant.** This Agreement shall be for a term commencing on April 15, 2025, and expiring on June 30, 2025, unless terminated sooner per this Agreement. Grantee acknowledges that this is a “one-time” grant from the City, and the City has no obligation to provide future grant funds or sponsor additional events other than the one-time grant recited in Section 3 of this Agreement.

**17. Termination.** This Agreement may be terminated with or without cause by either City or Grantee with thirty (30) calendar days’ written notice of termination. In the event the City elects to terminate this Agreement *without* cause, Grantee shall refund any unused or disallowed

portion of the Award no later than ten (10) calendar days of transmission of the termination notice from City. In the event of a breach of this Agreement, City may elect to provide written notice of such breach and a reasonable time period in which Grantee must cure the breach. If Grantee fails to cure the breach in accordance with said notice, City may terminate this Agreement for cause, and the full amount of the Award shall be repaid to the City within ten (10) calendar days of said termination date.

**18. Notices.** All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective five (5) calendar days from the date of mailing or if personally delivered, from the date of personal delivery. If notice is given by mail, it shall be delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

City: City of Rio Dell  
Attn: City Manager  
675 Wildwood Ave  
Rio Dell, CA 95562  
With a courtesy copy to: Kyle Knopp <knoppk@cityofriodell.ca.gov>

Grantee: Rio Dell Chamber of Commerce  
P.O. Box 95  
Rio Dell, CA 95562

**19. Severability.** If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

**20. Waiver.** No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to or, waiver of any subsequent or other breach by the other party.

**21. Amendment.** This Agreement may be amended by mutual agreement in writing between the Grantee and the City; provided, however, that any amendment which has the effect of increasing the Award or allowing the Award to be used for something other than the approved programs must be approved by formal action of the City Council in accordance with law and executed by the Mayor. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

**22. Entire Agreement.** This Agreement and any attached Exhibits shall constitute the entire Agreement between the parties hereto relating to the Award and may not be modified except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of April \_\_\_\_, 2025.

**CITY OF RIO DELL**

**RIO DELL CHAMBER OF  
COMMERCE, a California nonprofit  
public benefit corporation**

By: \_\_\_\_\_  
Name: Kyle Knopp  
Its: City Manager

By: \_\_\_\_\_  
Name:  
Its:

Attest:

By: \_\_\_\_\_  
Name: Karen Dunham  
Its: City Clerk

**Exhibits:**

- A. Cinco De Mayo Event Description
- B. Insurance Requirements

**Exhibit A**

**Cinco De Mayo Event Description**

**Exhibit B**

**Insurance Requirements**

**Insurance.** Grantee shall be required to procure and provide proof of the insurance coverage required by this Exhibit B in the form of certificates and endorsements. The required insurance must cover the activities of Grantee and its employees, volunteers, agents, or subcontractors relating to or arising from the performance under this Agreement, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of “A” or better and a financial size rating of “VIII” or better.

The following insurance policies and limits are required for this Agreement:

- Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Grantee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

The City of Fortuna, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Grantee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Grantee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

**Primary Coverage**

For any claims related to this contract, the Grantee’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Fortuna, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Fortuna, its officers, officials, employees, or volunteers shall be excess of the Grantee’s insurance and shall not contribute with it.

**Notice of Cancellation**

Grantee shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Grantee shall forthwith obtain and submit proof of substitute insurance.

**Waiver of Subrogation**

Grantee hereby grants to City of Fortuna a waiver of any right to subrogation which any insurer of said Grantee may acquire against the City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.

**Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Grantee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Verification of Coverage**

Grantee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before disbursement of the Award. However, failure to obtain the required documents prior to disbursement of the Award shall not waive the Grantee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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

**For the Meeting of April 15, 2025**

Consent Item;  Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: April 2, 2025

Subject: Second Reading, Approval and Adoption of Ordinance No. 413-2025 establishing Chapter 8.45 of Title 8 of the Rio Dell Municipal Code (RDMC) Fire Hazard Severity Zone map for the City of Rio Dell.

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**Recommendation:**

That the City Council:

1. Allow staff to reintroduce Ordinance No. 413-2025 establishing Chapter 8.45 of Title 8 of the Rio Dell Municipal Code (RDMC) Fire Hazard Severity Zone Map for the City of Rio Dell; and
2. Open the public hearing, receive public input, and deliberate; and
3. Approve and Adopt Ordinance No. 413-2025 establishing Chapter 8.45 of Title 8 of the Rio Dell Municipal Code (RDMC) Fire Hazard Severity Zone map for the City of Rio Dell.

## Discussion

Staff introduce Ordinance No. 413-2025 at the Council meeting of April 1<sup>st</sup>. As reported at that meeting, according to CalFire, the maps evaluate hazard, or the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period which doesn't account for efforts to prevent wildfires, such as home hardening. Fire hazard severity zone maps are utilized for building standards and various property development standards, as well as planning for future development.

As required by the State fire Marshall, the City made the map available on the City's website within the mandated 30 days of release. In fact, the map was posted on the City website on the day the map was released, February 24, 2025 for review and public comment. Again, cities are required to adopt the map(s) within 120 days of its release.

## CEQA

Pursuant to Public Resources Code Section 21065, a "project" is defined as a "whole action" subject to a public agency's discretionary funding or approval that has the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. The adoption of the Fire Hazard Severity Zone Maps is therefore not subject to CEQA,

## Attachments:

Attachment 1: Ordinance No. 413-2025

Attachment 2: Copy of the FHSZ map for Rio Dell.

**ORDINANCE NO. 413-2025**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
ESTABLISHING CHAPTER 8.45 OF TITLE 8 OF THE RIO DELL MUNICIPAL CODE  
(RDMC) FIRE HAZARD SEVERITY MAP FOR THE CITY OF RIO DELL.**

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

**WHEREAS** the State Fire Marshal is required to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas; and

**WHEREAS** moderate, high, and very high fire hazard severity zones are be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread; and

**WHEREAS** local agencies are required to make the recommended maps available for public review and comment within 30 days of receipt. This ensures that community members have an opportunity to engage with and provide feedback on the fire hazard severity designations; and

**WHEREAS** the City made the map available on the City’s website on February 24, 2025 for review and public comment; and

**WHEREAS** to date the City has not received any public comment; and

**WHEREAS** local agencies must adopt the recommended fire hazard severity map by local ordinance within 120 days. This process formalizes the designation and allows local governance to address fire safety measures appropriately.

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

**Section 1.**

**8.45.010 Adoption**

(1) There is hereby adopted the Fire Hazard Severity Zones map for the City as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178. The map, approved by the City of Rio Dell is hereby incorporated by reference and is available at the City website, City Hall and <https://osfm.fire.ca.gov/>.

**8.45.020 Short Title**

This chapter shall be known and cited as the "Fire Hazard Severity Zones."

**8.45.030 Purpose**

(1) The purpose of the map(s) is to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

**Section 2. Severability**

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

**Section 3. Limitation of Actions**

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

**Section 4. Effective Date**

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

**I HEREBY CERTIFY** that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on April 1, 2025, and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on April 15, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Debra Garnes, Mayor

ATTEST:

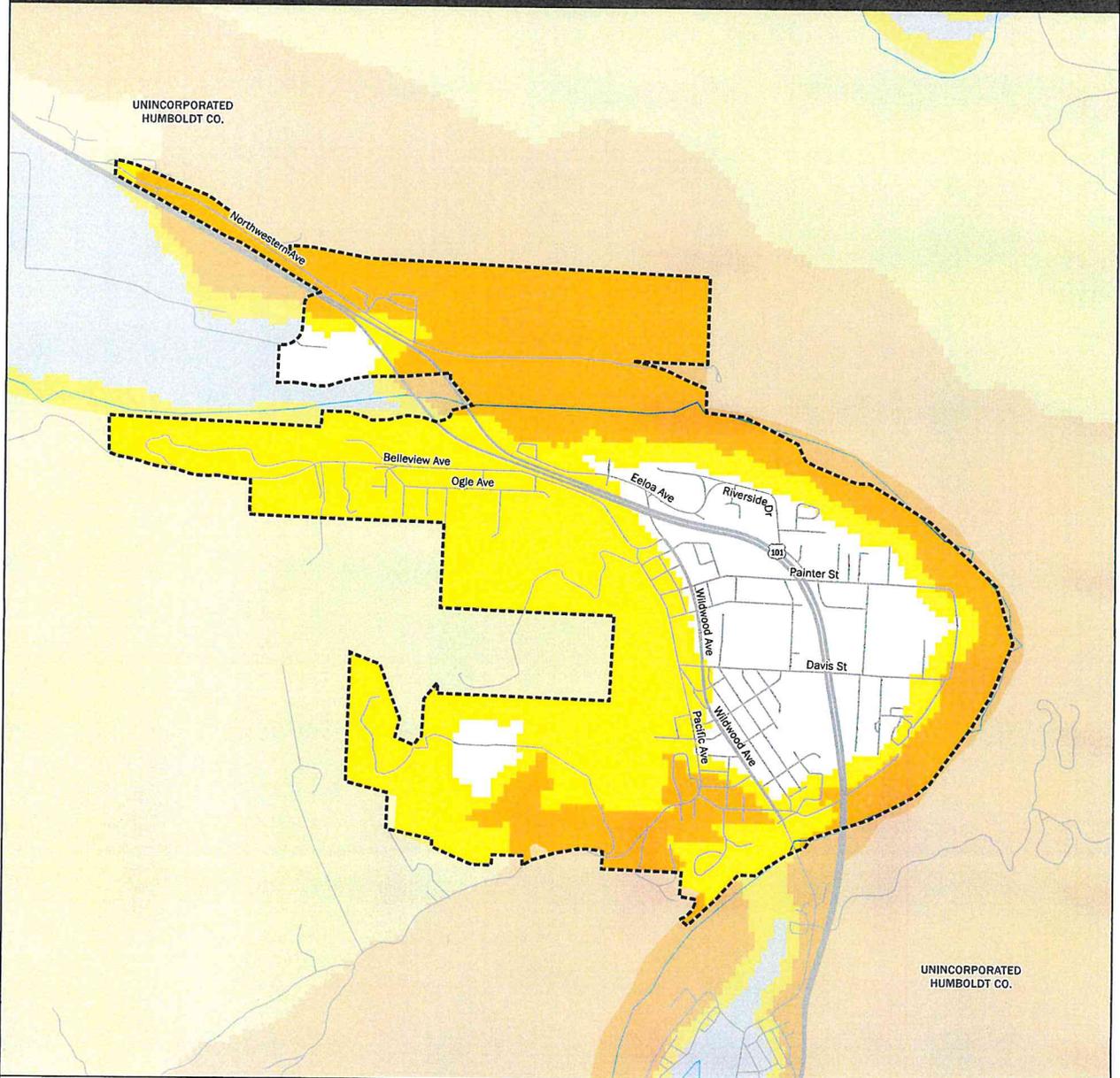
I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 413-2025 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on April 15, 2025.

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Karen Dunham, City Clerk, City of Rio Dell

# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the  
State Fire Marshal  
February 24, 2025

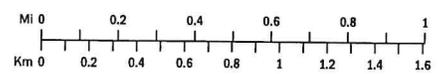


**Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal**

High Moderate

**Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024**

High Moderate



Projection: NAD 83 California Teale Albers  
Scale: 1:20,000 at 11" x 17"

--- Incorporated City    Waterbody  
Unzoned LRA

ATTACHMENT 2

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

© State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California  
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency  
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection  
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:  
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23\_3, FHSZLRA\_25\_1)  
CAL FIRE State Responsibility Areas (SRA25\_1)  
City and County boundaries as of 10/22/24 (CA Board of Equal



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

**For the Meeting of April 15, 2025**  
 Consent Item;  Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: April 2, 2025

Subject: Resolution No. 1631-2025 Authorizing a Grant Application to the Wildlife Conservation Board for Phase II of the Eel River Trail, a Concrete Accessible Ramp

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**Recommendation:**

That the City Council:

1. Allow staff to briefly discuss Resolution No. 1631-2025 authorizing a Grant Application from the Wildlife Conservation Board for Phase II of the Eel River Trail, a Concrete Accessible Ramp; and
2. Open the public hearing, receive public input, and deliberate; and
3. Approve and Adopt Resolution No. 1631-2025 Authorizing a Grant Application to the Wildlife Conservation Board for Phase II of the Eel River Trail, a Concrete Accessible Ramp.

**Discussion**

Staff made pre-application to the Wildlife Conservation Board (WCB) for a grant to fund the construction of Phase II of the Eel River Trail. Phase II includes the construction of a concrete accessible switch-back style ramp at the north end of the trail up to Davis Street. The ramp bridges the connectivity gap, especially for those with mobility issues.

As the Council is aware, the trail is a 1,600+/- foot Class I shared-use path (pedestrian, bicycle) with associated trailhead improvements. Phase I was funded by a Clean California Grant. The City was hoping to complete the entire project, both Phase I and Phase II, at one time. However, the cost for the project exceeded the available funds.

The Wildlife Conservation Board approved the Pre-Application and invited the City to make application for grant funds to complete the trail by constructing the accessible ramp. One of the submittal requirements is a Resolution from the City Council authorizing the City Manager to submit the application.

Staff has completed the application, including a Workplan, Management Plan, Budget and Project Timeline. Staff has included a copy of the submittal cover letter for your review. If any Council members would like copies of any information regarding the application, please reach out to staff.

**Attachments:**

Attachment 1: Resolution No. 1631-2025

Attachment 2: Copy of the cover letter to the WCB.



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

April 2, 2025

Alyssa Benedetti  
Wildlife Conservation Board  
P.O. Box 944209  
Sacramento, CA 94244-2090

RE: WCB Grant Application – Eel River Trail – Phase II – Concrete Accessible Ramp

Dear Ms. Benedetti:

I am writing to submit our application for a grant to fund the construction of Phase II of the City’s Eel River Trail. The trail is a 1,600+/- foot Class I shared-use path (pedestrian, bicycle) with associated trailhead improvements. Phase I was funded by a Clean California Grant. The City was hoping to complete the entire project, both Phase I and Phase II, at one time. However, the cost for the project exceeded the available funds.

The trail provides a safe walking and biking route for Rio Dell, and in addition to safety and connectivity improvements, the trail provides opportunities for nature study and recreation. Phase II includes the construction of a concrete accessible switch-back style ramp at the north end of the trail up to Davis Street. The ramp would bridge the connectivity gap for those with mobility issues.

This project directly aligns with the Wildlife Conservation Board's goals of enhancing public access to natural resources while ensuring these spaces are inclusive for all members of our community. However, current terrain limitations restrict access for individuals with mobility challenges, preventing them from fully experiencing and appreciating this valuable natural resource.

Our project aims to:

- **Construct a durable, ADA-compliant concrete ramp:** This will provide safe and easy access to the trail for individuals using wheelchairs, strollers, or those with other mobility impairments.
- **Minimize environmental impact:** The ramp's design and construction will prioritize the preservation of the surrounding habitat, ensuring minimal disturbance to the ecosystem.
- **Enhance public awareness:** The project will incorporate interpretive signage highlighting the ecological significance of the Eel River trail and the importance of accessibility in natural spaces.
- **Increase community engagement:** We will work closely with local organizations and community members to ensure the project meets the needs of all users.

By constructing this accessible ramp, we will not only improve physical access to the Eel River, but also foster a deeper connection between our community and its natural environment. This project will promote inclusivity, environmental stewardship, and a greater appreciation for the wildlife that depends on this habitat.

The City of Rio Dell and its residents has a strong commitment to both ecological conservation and community accessibility. We have a proven track record of successfully completing Phase I, and we possess the necessary expertise and partnerships to ensure the timely and effective completion of this project.

We have included a detailed project application, budget, workplan, management plan and timeline for your review. We are confident that this project will provide public access to natural resources while ensuring these spaces are inclusive for **all** members of our community.

Thank you for your consideration of our application. We welcome the opportunity to discuss this project further.

Sincerely,

Kyle Knopp  
City Manager

Enclosures

Copy:  
City Council w/o enclosures  
Community Development Director w/o enclosures

**RESOLUTION NO. 1631-2025**



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
APPROVING AN APPLICATION FOR GRANT FUNDS FROM THE  
WILDLIFE CONSERVATION BOARD FOR PHASE II OF THE EEL  
RIVER TRAIL, A CONCRETE ACCESSIBLE RAMP.**

**WHEREAS** funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for the development of public access facilities for hunting, fishing or other wildlife-oriented recreational uses; and

**WHEREAS** the City of Rio Dell intends to construct Phase II of a 1,600+/- foot Class I shared-use path (pedestrian, bicycle) with associated trailhead improvements; and

**WHEREAS** the trail provides a safe walking and biking route for Rio Dell, and in addition to safety and connectivity improvements, the trail would provide opportunities for nature study and recreation; and

**WHEREAS** Phase II includes the construction of a concrete accessible switch-back style ramp at the north end of the trail up to Davis Street. The ramp bridges the connectivity gap, especially for those with mobility issues.

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

1. Approves the filing of an application for funding from the Wildlife Conservation Board;  
And
2. Certifies that said Applicant will comply with all federal, state and local environmental,

public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project; and

3. Further commits to the terms and conditions specified in the grant agreement; and

4. Appoints the City Manager as a representative(s) of the City of Rio Dell to conduct negotiations, execute, submit and sign all documents including but not limited to applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project.

**PASSED and ADOPTED** at a regular meeting of the City Council of the City of Rio Dell on April 15, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Mayor 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. 1631-2025 adopted by the City Council of the City of Rio Dell on April 15, 2025.

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Karen Dunham, City Clerk, City of Rio Dell



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

April 15, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Introduction and First Reading (by title only) of Ordinance 414-2025 Amending Section §12.30 of the Rio Dell Municipal Code (RDMC) Pertaining to Trails and Further Establishing Fines.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

- 1.) Allow staff to introduce the Ordinance; and,
- 2.) Open and receive public comment; and,
- 3.) Close public comment; and,
- 4.) Direct staff to make any changes to the draft ordinance if necessary; and,
- 5.) Continue the item to the second reading and adoption of the Ordinance to the May 6, 2025 regularly scheduled City Council meeting.

BACKGROUND AND DISCUSSION

With the Eel River trail nearing completion the site has received some level of use by motorized vehicles, in violation of Section §12.30 of the Rio Dell Municipal Code (RDMC). The Mayor has requested that fines for misuse of trail be agendized for the Council's consideration. The proposed change also includes minor non substantive edits to the Section.

///

ORDINANCE NO. ~~412~~ 414 -2025



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING ORDINANCE NO. 412-2025 AND ESTABLISHING SECTION  
12.30, ET SEQ., "TRAILS" OF THE RIO DELL MUNICIPAL CODE  
**PERTAINING TO REGULATIONS FOR TRAILS USE OF THE EEL RIVER**  
**TRAIL****

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

**WHEREAS** the Eel River Trail is nearing completion; and

**WHEREAS** the Eel River Trail is funded through the Clean California ~~program initiative~~ and intended and funded as a non-motorized trail; and

**WHEREAS** the trail could attract users of All Terrain Vehicles (ATV), motorcycles or other devices to operate on the trail; and

**WHEREAS** the motorized use of the trail ~~is not safe and is in conflicts~~ with the intended use ~~of the trail~~.

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

**Section 1. Trails**

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*Ord. No. 4142-2025 Amending Adding Section 12.30 "Trails"*

**Chapter 12.30  
TRAILS**

**12.30.010 Definitions.**

For the purposes of this ~~chapter~~Chapter 12.30, the following terms, phrases, words, and their derivations shall have the meaning given in this section:

- A. "Caretaker" means the person or persons who are responsible for the care and maintenance of the trail.
- B. "Eel River Trail" means that paved area from the northern terminus of Edwards Street to the East Terminus of Davis Street and areas within five (5) feet of edge of the pavement.
- C. "Vehicle" means any wheeled conveyance, whether motor-powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size or kind.
- D. "Motor-Driven" means any motor or moped powered by fuel, electricity or compressed gas. An electric bicycle shall not be considered motor-driven when the motor is not powered or otherwise engaged.
- E. "Personal Mobility Device for the Disabled" means an electric powered wheelchair or mobility scooter that is speed limited and in service of a physically impaired individual.

**~~12.2430.040-020~~ Operation of Vehicles ~~Prohibition of Motorized Use of Eel River Trail.~~**

**Commented [RG1]:** Check on correct RDMC sequencing.

No person ~~in a park~~ while utilizing the Eel River Trail shall do any of the following:

**Commented [RG2]:** Why is "park" recited in the Trail Ordinance? See suggested revisions.

A. ~~Drive or ride any motor-driven vehicle on the Eel River Trail, except for personal mobility devices for the disabled, electric powered baby carriages, or vehicles in service of the City performing City functions. Fail to comply with all applicable provisions of the Vehicle Code of the state of California in regard to equipment and operation of vehicles together with such regulations as are contained in this code regulating traffic;~~

B. Fail to obey all police officers and caretakers who are authorized and instructed to direct traffic whenever and wherever needed ~~in-on~~ the ~~park~~ Eel River Trail in accordance with the provisions of ~~these regulations~~ the Rio Dell Municipal Code and such supplementary regulations as may be issued subsequently by the ~~city~~City; ~~or~~

C. Fail to observe carefully all traffic signs, parking, motorized use prohibition signs and all other signs posted for the proper control and to safeguard life and property;

~~E. Drive or ride any motor driven vehicle on the Eel River Trail. Exceptions are for personal mobility devices for the disabled, electric powered baby carriage or vehicles in service of the City.~~

Commented [RG3]: This provision should be in A.

**Section 12.30.030. Penalties and Fines.**

A. Any person who violates any of the provisions of Section 12.30.020 of this Chapter shall be guilty of an infraction punishable by a fine not exceeding \$500.

B. Any vehicle found in violation of Section 12.30.020 may be towed at owner's expense by City personnel or any City peace officer.

C. The City of Rio Dell may, in its discretion, post signs on the Eel River Trail notifying users of the motorized use prohibitions created by Section 12.30.020 and the penalties attendant to violation(s). Failure to establish signage shall not preclude the City from enforcing the terms and conditions of Section 12.20.020 or imposing the fines and penalties recited in this Section 12.30.030. Nothing in this Chapter shall limit the ability of the City to enforce applicable provisions of the California Vehicle Code or any other state, federal or local law or regulation.

**Section 2. Severability**

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

**Section 3. Limitation of Actions**

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

**Section 45. Effective Date**

This ~~ordinance~~ Ordinance shall becomes effective thirty (30) days after its approval and adoption by the City Council.

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on ~~February 18~~ April 15, 2025, and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on ~~March 4~~ May 6, 2025, by the following vote:

AYES: None  
NOES: None  
ABSENT: None  
ABSTAIN: None

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

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ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 4142-2025 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on ~~March 4~~ May 6, 2025.

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