



RIO DELL CITY COUNCIL
CLOSED SESSION – 5:00 P.M.
REGULAR MEETING – 6:00 P.M.
TUESDAY, JANUARY 21, 2025
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

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

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

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

Public Comment by Email:

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

Meetings 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 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) 2025/0121.01 - **Public Employment** – Title: Chief of Police
Gov't Code §54957
- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION
- F. RECONVENE INTO OPEN SESSION
- G. ORAN ANNOUNCEMENTS
- H. PLEDGE OF ALLEGIANCE
- I. CEREMONIAL MATTERS
- J. PUBLIC PRESENTATIONS

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

K. CONSENT CALENDAR

The Consent Calendar adopts the printed recommended Council action, which will be enacted with one vote. The Mayor will first ask the staff, the public, and the council members if anyone wishes to address any matter on the Consent Calendar. The items removed from the Consent Calendar will be considered individually following action on the remaining consent calendar items.

1) 2025/0121.02 - Approve Minutes of the January 7, 2025 Regular Meeting
(ACTION) Pg. 1

2) 2025/0121.03 - Approve and Authorize the City Manager to Execute an Agreement with Wendt Construction for the Installation of a 2' Water Main on S. Cherry Lane
(ACTION) Pg. 6

3) 2025/0121.04- Approve the Reappointment of Nick Angeloff, Larry Arsenault, and Patrick Knight to the Rio Dell Planning Commission for 3-year terms ending December 31, 2027
(ACTION) Pg. 24

4) 2025/0121.05- Receive and File Check Register for December **(ACTION) Pg. 26**

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. REPORTS/STAFF COMMUNICATIONS

1) 2025/0121.06- City Manager/Staff Update **(RECEIVE & FILE) Pg. 31**

N. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

1) 2025/0121.07- Discussion/Review of the Area Hazard Mitigation Plan Annex **(DISCUSSION/POSSIBLE ACTION) Pg. 35**

P ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1) 2025/0121.08 - Introduction and First Reading (by title only) of Ordinance No. 410-2025 Amending Section 8.35.040 of the Rio Dell Municipal Code (RDMC) Pertaining to Requirements for Commercial Edible Food Generators to Include Authority for the County of Humboldt Division of Environmental Health to Charge Fees for the Service
(DISCUSSION/POSSIBLE ACTION) Pg. 41

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, February 4, 2025 at 6:00 p.m.*

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 7, 2025**

Mayor Garnes called the regular meeting of the Rio Dell City Council to order at 6:10 p.m.

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

Absent: Councilmember Woodall (excused)

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

Absent: Finance Director Sanborn and Community Development Director Caldwell (excused)

SPECIAL CALL ITEMS/SPECIAL RESOLUTIONS

Approve Resolution No. 1627-2025 Accepting the Certification of Votes for the November 5, 2024 General Election

A motion was made by Carter/Orr to approve Resolution No. 1627-2025 accepting the certification of votes for the November 5, 2024 election. The motion carried 4-0.

CEREMONIAL MATTERS

Swearing in and Seating Newly Elected Councilmembers Amanda Carter and Frank Wilson

Mayor Garnes administered the Oath of Allegiance to the newly elected councilmembers Carter and Wilson to 4-year terms ending with the November 2028 General election.

Election of Mayor and Mayor Pro Tem

City Clerk Dunham provided a staff report and said that the next step after swearing in the new council members is to select the Mayor and Mayor Pro Tem for the next two years.

She explained the process and noted that all council members are considered nominated unless a council member chooses to decline the nomination.

Councilmember Wilson commented that he didn't want to be Mayor and would like to see Mayor Pro Tem Carter remain in that position due to the current processes and events moving forward.

Mayor Garnes called for public comment on the matter.

Supervisor Bushnell congratulated Mayor Pro Tem Carter and Councilmember Wilson on their re-election to the City Council and wished everyone a Happy New Year.

JANUARY 7, 2025 MINUTES
Page 2

Council members were provided ballots and were first asked to vote for their selection for Mayor. City Clerk Dunham read the tally of votes. Debra Garnes received 4 out of 4 votes and was selected to serve as Mayor for a 2-year term.

The same process was followed for the selection of Mayor Pro Tem. Amanda Carter received 4 out of 4 votes and was selected to serve as Mayor Pro Tem for a 2-year term.

PUBLIC PRESENTATIONS

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

CONSENT CALENDAR

Mayor Garnes asked if any councilmember, staff, or member of the public would like to remove any item from the consent calendar for a separate discussion.

Mayor Garnes removed consent calendar item No. 5 –*Reject Bids for Dog Park Phase II Small Dog Run.*

City Clerk Dunham noted that a written public comment was received related to Consent Calendar Item 4. *Resolution No. 1628-2025 Authorizing the Submittal of a Grant Application to Redwood Region Rising (RRRISE) for Feasibility and Technical Studies for a Regional Food Collaborative including a Meat Processing Facility at the Humboldt Rio Dell Business Park.*

She read the public comment as presented by Sharon Wolff (submitted with these minutes as Attachment 1).

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

- 1) Minutes of the December 3, 2024 Regular Meeting;
- 2) Authorize the Purchase of Two Rotary Joints, Split Rings, and Gaskets for the Repair of the Sludge Dryer in the Amount of \$14,309.98;
- 3) Report Out and Approve by (4/5 vote) on Emergency Road Repair Work Related to the December 5, 2024 Earthquake Under Public Contract Code PCC §22050;
- 4) Approve Resolution No. 1628-2025 Authorizing the Submittal of a Grant Application to Redwood Region Rising (RRRISE) for Feasibility and Technical Studies for a Regional Food Collaborative including Meat Processing Facility at the Humboldt Rio Dell Business Park; and
- 5) Receive and File the Check Register for November.

Motion carried 4-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Reject Bids for Dog Park Phase II Small Dog Run

Mayor Garnes said that she understood why staff recommended rejecting the bids for Phase II of the Dog Park since the bids were ridiculously high but she wished to clarify that there were comments from the public in support of a small dog run. She recommended staff continue to pursue additional grant funds but even if no additional grant funding is secured, to put the project back out to bid later rather than abandon the idea.

City Manager Knopp suggested the item be continued to the next meeting as the staff report was not worded exactly as he understood it would be. Council concurred.

REPORTS/STAFF COMMUNICATIONS

City Manager/Staff Update

City Manager Knopp provided highlights of the staff update and said that he and Mayor Garnes were scheduled to be in Sacramento today attending a meeting with CalFire and Senator McGuire however; the meeting was canceled.

He also reported that the Fair Political Practices Commission (FPPC) regulations now require all elected officials and Form 700 filers to file annual statements using their e-filing system. He said that the FPPC will levy penalties for any late filings urging the councilmembers to file their forms no later than April 1, 2025. Council members were encouraged to contact the City Clerk for assistance if needed.

Council members extended thanks to City staff for everything they do and wished everyone a Happy New Year.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

Approve Appointments of Members and Alternates to External Boards, Commissions, and Committees for 2025-2026

City Clerk Dunham provided a staff report requesting approval of the 2025-2026 appointments to boards, committees, and commissions. A list of the agencies and their respective meeting days and times were provided for the Council's review.

She noted that the *Humboldt County Convention and Visitors Bureau* was removed from the list per the HCCVB Board's request. In addition, Mayor Pro Tem Carter requested the establishment of a new committee which is *Liaison to the Rio Dell School District*.

Council members agreed to continue with their current board assignments with the exception of the Traffic Committee. Mayor Garnes agreed to replace Councilmember Orr on that committee due to conflicts with the times of the meetings. Mayor Pro Tem Carter and Councilmember Woodall were appointed to serve as *Liaisons to the Rio Dell School District*.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Carter reported on upcoming meetings and events and said that she would be attending a Rio Dell School Board meeting on Thursday as the newly appointed liaison and said that Davis Street Park was scheduled to be on the agenda for further discussion.

She reported that the Rio Dell-Scotia Chamber of Commerce meeting was rescheduled for this Friday (January 10th) at noon at the Town of Scotia offices.

She also reported that the Blood Bank and the Community Resource Center are partnering and holding a blood drive on January 14, 2025, at the empty parking lot next to the Community Resource Center from 10 am - 4 pm. Anyone donating blood will receive a free hot dog, chips, and water at the Community Resource Center.

Councilmember Wilson announced that he would be attending an HWMA meeting on Thursday and the new director of Redwood Coast Energy Authority (RCEA), formerly of HCAOG will be assuming that position and wished her well.

Mayor Garnes reported that this month's HTA meeting was canceled with the next meeting scheduled for February 1, 2025. She said she would be attending a Seismic Safety Committee meeting in Sacramento on Thursday.

ADJOURNMENT

A motion was made by Carter/Orr to adjourn the meeting at 6:30 p.m. to the January 21, 2025, regular meeting. Motion carried 4-0.

Attest:

Debra Garnes, Mayor

Karen Dunham, City Clerk

Karen Dunham

From: Steve <steve@riodeltimes.com>
Sent: Tuesday, January 07, 2025 10:39 AM
To: Kyle Knopp; Karen Dunham
Subject: Item G.4. Public Comment

I am unable to attend the city council meeting tonight but wanted to add this public comment.

Item G. 4. Public Comment

The grant application that is being considered builds on the concept that was explored 15 years ago for the former Eel River Sawmill site – which later became the commercial cannabis hub for the city. A lot of things have changed over time and we now have the lessons learned from COVID and the impact to supply lines which should be included in the proposal.

At the time, there were numerous meetings going on with the Humboldt Area Foundation, Food for People and a number of other community organizations talking about providing food to residents throughout the county. HAF does a lot of work in the area of food insecurity and it would be worthwhile for the city to reach out to them about supporting this proposal. Additionally, the Center for Rural Policy at CalPoly Humboldt has done work on issues of food access and they could be a resource or at least a good letter of support.

I recall that the lack of cold storage in particular was a very big issue and any food distribution hub should include that capacity as well.

Sharon Wolff

3 Painter St.

Rio Dell, CA 95562

ATTACHMENT 1

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



January 21, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

THROUGH: Randy Jensen, Water Superintendent

SUBJECT: Installation of new 2" water main and reconnect residents service lines at South Cherry Ln, for the amount not to exceed \$19,500.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize City Manager to execute agreement with Wendt Construction for the installation of a new 2" water main and reconnect water services to residents at South Cherry Lane.

BACKGROUND AND DISCUSSION

Staff have been working on a water mainline project on S. Cherry Ln. after finding out that the main is in need of significant repairs. The homeowner at 190 S. Cherry notified me that he has had a water leak under the house for some time now and that it was not due to any of the homes plumbing. After investigating this situation, it has come to our attention that the existing water line is found to be located underneath 190 S. Cherry's house and garage. It seems that back in the day, the road into S. Cherry was either moved or realigned, however the water utilities were not. This requires a new water main to be installed within the current roadway to allow the city to abandon the old water main and disconnect it from the water main from Monument Rd.

FUNDING SOURCE

2024-25 Summary of Capital & Special Projects –
South Cherry Water line replacement project (6500-14-062-0000-9108) - and utilize the remaining funds saved from the Infiltration Gallery Pump Replacement project (6000-14-062-0000-0117). The remaining funds saved in Infiltration Gallery pump project were \$26,000.

CONSTRUCTION CONTRACT AGREEMENT

This Construction Contract Agreement (this "Agreement"), is made the ____ day of January in the year 2025, by and between the City of Rio Dell, a California public entity (hereinafter "Owner") and Wendt Construction, a California corporation (hereinafter "Contractor"), for performance of the work on the following work of improvement:

Project Name: 2025 Emergency Waterline Replacement

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

Project Architect/Engineer and Address: Wendt Construction Company
P.O. Box 1006, Eureka, CA 95502

Contractor's business is a California Corporation.

Contractor's Federal Tax I.D. # _____

Contractor's DIR Registration # _____

Contractor's License # _____

The parties acknowledge that this work is being performed on an emergency basis to address public health and safety concerns related to the leaking waterlines.

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

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

ARTICLE 1 – CONTRACT DOCUMENTS

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

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

ARTICLE 2 – DESCRIPTION OF WORK

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

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

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

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

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

ARTICLE 3 – PRICE AND SCHEDULE OF VALUES

3.1 CONTRACT PRICE. The sum to be paid by Owner to the Contractor for the performance and completion of the Agreement to the satisfaction of Owner, inclusive of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents, and subject to any additions or deductions as authorized under this Agreement shall be as set forth in Contractor's Materials Proposal attached hereto as **Attachment B** ("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 B** (\$_19,500), unless otherwise authorized by Owner in writing prior to Contractor incurring additional expenses.

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

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

ARTICLE 4 – PAYMENT

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 – CHANGES

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

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

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

ARTICLE 6 – TIME OF COMPLETION AND SCHEDULE

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

6.2 CONTRACT TIME. Contract Time for completion of all work is **January 1, 2025** unless extended by written agreement of the parties hereto.

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

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

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

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

ARTICLE 7 – TERMINATION OR SUSPENSION

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

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

ARTICLE 8 – PERFORMANCE OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

sections.

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

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

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

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

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

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

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

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

ARTICLE 9 – RECOURSE OF OWNER

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

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

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

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

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

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

ARTICLE 10 – INSURANCE AND BONDS

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

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

Contractor shall procure and maintain for the duration of the Agreement, and for two (2) 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 \$5,000,000 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 \$5,000,000.00 per accident for bodily injury and property damage. Insurance Services Office Form CA 0001 covering Code 1 (any auto) 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.

ARTICLE 11 – INDEMNIFICATION

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

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

11.2 EXTENT OF INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall

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

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

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

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

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

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

ARTICLE 12 – CLAIMS

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

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

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

ARTICLE 13 – DISPUTE RESOLUTION

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

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

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

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

ARTICLE 14 – MISCELLANEOUS PROVISIONS

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

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

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

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

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

be employed in the interpretation of this Agreement.

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

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

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

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

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

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

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

[Signature page to follow.]

City of Rio Dell, a public entity

Wendt Construction, a California corporation.

By: _____

By: _____

Name of Signee: Kyle Knopp

Name of Signee: _____

Title: City Manager

Title: _____

Date: _____

Contractor's License No. _____

Date: _____

Attachments

Attachment A – Description of Work

Attachment B – Price for Work

ATTACHMENT A
Description of Work

The City of Rio Dell seeks emergency water main waterline replacement at/near S. Cherry Lane in Rio Dell, California.

Contractor shall perform the work recited below. Contractor shall be responsible for traffic control.

Contractor shall:

1. Excavate existing tie-in on Monument Road and abandon failing water main on S. Cherry Lane.
2. Installation of a new 2 inch x 245 foot water main line in place of existing water main to be completed to City of Rio Dell Public Works specifications.

3. Contractor shall:

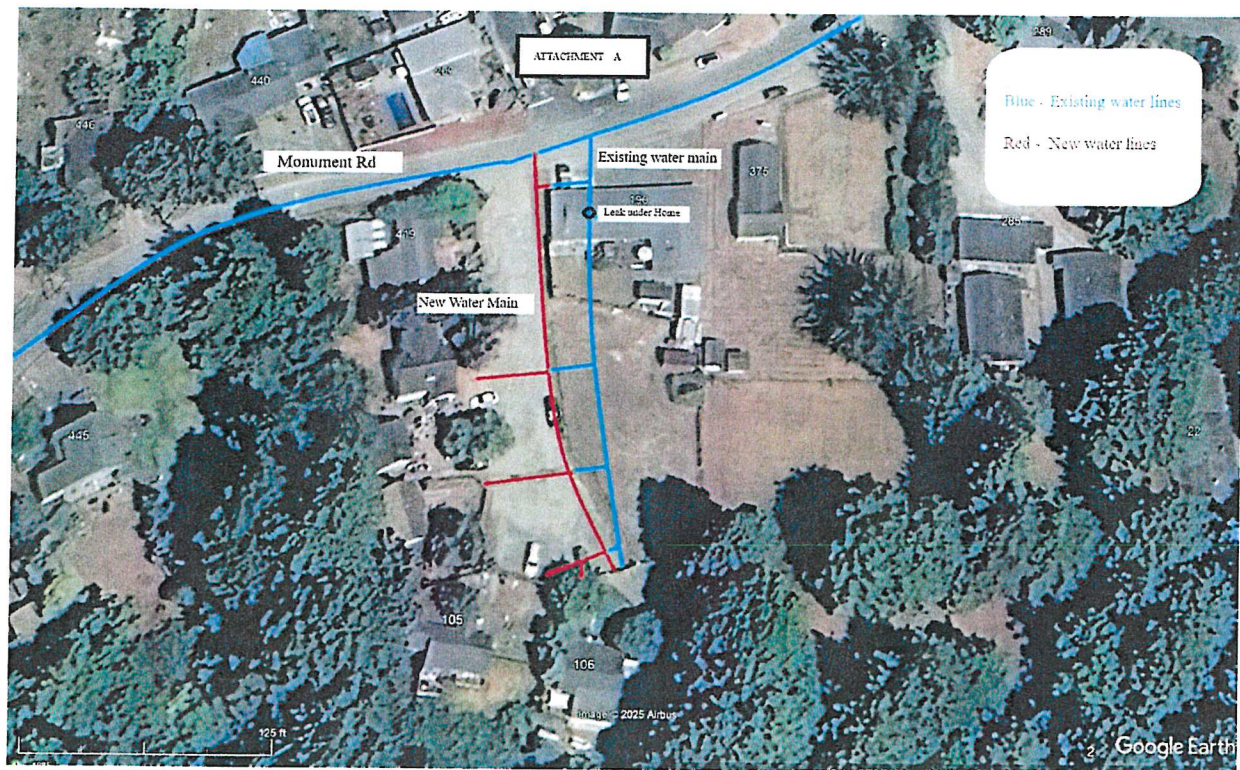
Perform coliform testing on New Water main before connection services to new main.
Tie-in location to be installed on Monument Road and S Cherry Lane intersection at East edge of S. Cherry Ln.
Average installation depth of waterline to be between 36 to 40 inches.
Bed new water main line with 6 inches of SAND below and 6 inches above water main.
Backfill remaining trench with $\frac{3}{4}$ aggregate base back to grade and perform compaction at every 18 inch lifts while backfilling .

4. installation of blowoff at end of the 245 foot line at Fence / Property boundary and 2 inch Blowoff to be installed in a G5 utility box.
5. Reconnect 5 resident service lines to new existing main and relocate 1 resident's meter box to property line and reconnect service.
6. Gravel work area and grade roadway where construction occurred to City specifications.

NOTE:

City to provide parts and assist in connecting residents' meters to new service lines.

Please see the attached aerial view for details on the layout of water mains and service lines.



ATTACHMENT B

WENDT CONSTRUCTION CO., INC.

3651 ROHNERVILLE ROAD
FORTUNA, CA 95540
(707) 725-5641 LIC. #622738

PROPOSAL

DATE	PROPOSAL #
1/10/2025	2931

NAME / ADDRESS
City of Rio Dell 675 Wildwood Ave Rio Dell CA 95562

			PROJECT
DESCRIPTION	QTY	COST	TOTAL
EMERGENCY WATER MAIN INSTALLATION ON S. CHERRY LANE: LABOR & EQUIPMENT TO EXCAVATE TIE IN ON MONUMENT ROAD & ABANDON FAILING WATER MAIN ON S. CHERRY LN; INSTALL 245 FT OF 2" WATER MAIN IN PLACE OF EXISTING WATER MAIN TO CITY OF RIO DELL SPECIFICATIONS INCLUDING COLIFORM TESTING BEFORE CONNECTION AT A DEPTH OF 36" TO 40" & INSTALL SAND 6" BELOW AND ABOVE NEW PIPE; BACKFILL & COMPACT REMAINING TRENCH WITH 3/4" AGGREGATE BASE; INSTALL BLOWOFF IN A G5 UTILITY BOX AT END OF NEW LINE AT FENCE/PROPERTY BOUNDARY; RECONNECT FIVE RESIDENTS SERVICE LINES TO NEW MAIN; RELOCATE ONE METER BOX TO PROPERTY LINE & RECONNECT SERVICE; GRAVEL WORK AREA & GRADE ROADWAY WHERE CONSTRUCTION OCCURRED TO CITY OF RIO DELL SPECIFICATIONS CITY OF RIO DELL TO PROVIDE PARTS & ASSIST IN CONNECTING RESIDENTS' METERS TO NEW SERVICE LINES		19,500.00	19,500.00
		TOTAL	\$19,500.00

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

(Price for Work)

*675 Wildwood Avenue
Rio Dell, CA 95562*



TO: Rio Dell City Council
THROUGH: Kyle Knopp, City Manager
FROM: Karen Dunham, City Clerk
DATE: January 21, 2025
SUBJECT: Planning Commission Appointments

RECOMMENDATION

Approve the reappointment of Nick Angeloff, Larry Arsenault, and Patrick Knight to the Rio Dell Planning Commission for three-year terms ending December 31, 2027.

BACKGROUND AND DISCUSSION

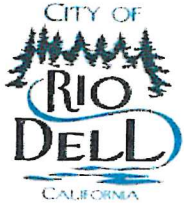
There are currently four (4) vacancies on the Rio Dell Planning Commission; three as the result of terms that expired on 12/31/24 and one vacancy for the Alternate position that has been vacant since the resignation of Arnie Kemp in 2023.

A Notice of Vacancy was posted on December 20, 2024, soliciting applications to fill the four positions with the final date for submission of applications being January 16, 2025.

At the close of the application period, no applications were received. The three commissioners whose terms expired on December 31, 2024 agreed to serve another term. With the alternate position remaining unfilled, staff will continue soliciting applications to fill that position.

ATTACHMENTS:

Notice of Vacancy



PUBLIC NOTICE PLANNING COMMISSION NOTICE OF COMMISSION VACANCY

NOTICE IS HEREBY GIVEN, that four (4) vacancies exist on the Rio Dell Planning Commission. The City of Rio Dell is soliciting applications from those who wish to be considered to fill three (3) positions as **Planning Commissioner** and one (1) position as **Planning Commissioner Alternate** for 3-year terms ending **December 31, 2027**.

The Planning Commission consists of five (5) members and one (1) alternate member who are City of Rio Dell residents. Regular meetings are held on the **4th Tuesday of each month at 6:00 p.m.** in Rio Dell City Hall Council Chambers.

Applications may be obtained at and returned to:

City of Rio Dell
Karen Dunham, City Clerk
675 Wildwood Ave.
Rio Dell, CA 95562

Applications must be received by **5:00 P.M. Thursday, January 16, 2025**. The new Commission appointments will be made on **January 21, 2025** at the regular meeting of the Rio Dell City Council. Further information may be obtained by contacting the City Clerk's office at 764-3532 or by emailing the City Clerk at dunhamk@cityofriodell.ca.gov.

Karen Dunham, CMC
City Clerk, City of Rio Dell

Date

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
13716	12/05/2024	[0576] 101 AUTO PARTS	Tape, Fuses	6.47
13717	12/05/2024	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR NOVEMBER 2024 - City Hall & COPIER CHARGES FOR NOVEMBER 2024 - PD	913.51
13718	12/05/2024	[4949] ASAP Lock & Key	Service Call, New Battery for City Hall Security Key Pad	115.57
13719	12/05/2024	[3975] AT&T - 5709	FAX LINE EXPENSES FOR NOV 2024 - PD, FAX LINE EXPENSES FOR NOV 2024 - City Hall	70.31
13720	12/05/2024	[4229] BDI	Hanger Bearing	554.04
13721	12/05/2024	[7814] DYLAN M BURLEY	Travel for FTO School in Windsor 11/17-11/22/2024 (2nd Installment), Travel for FTO School in Windsor 11/17-11/22/2024 (Travel)	318.67
13722	12/05/2024	[2293] CITY OF FORTUNA	Police Dispatch for December 2024	8,483.33
13723	12/05/2024	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 11/29/2024	60.00
13724	12/05/2024	[2394] FEDEX	Postage	804.75
13725	12/05/2024	[6486] GREEN TO GOLD ENTERPRISES LLC	Cap and Plugs	28.45
13726	12/05/2024	[2444] HENSELL MATERIALS, INC.	Sand Bags	458.85
13727	12/05/2024	[2569] MICROBAC LABORATORIES, INC.	Coliform Presence/Absence, Coliform Quanti-tray, ELAP Certification Fee, Total Coliform Bacteria 3x5, Coliform Quanti-tray, ELAP Certification Fee, Coliform Quanti-tray, ELAP Certification Fee, Coliform Quanti-tray, ELAP Certification Fee	820.00
13728	12/05/2024	[2551] MIRANDA'S ANIMAL RESCUE	Animal Control for November 2024	1,900.00
13729	12/05/2024	[3006] MISSION LINEN SUPPLY, INC	Maintenance & Cleaning of PW Shirts, Clean Mop Head, Clean Mop Head; Towels, Maintenance & Cleaning of PW Shirts, Clean Mop Head, Maintenance & Cleaning of PW Shirts, Clean Mop Head, Supplies, Clean Mop Head, Towels, Toilet Paper, Maintenance & Cleaning of PW Shirts, Clean Mop Head	270.38
13730	12/05/2024	[7635] NAPA AUTO PARTS FORTUNA	Socket Set, Glass Cleaner, Sealant, Funnel, Thermostat, Fuse Holder, Fuses	297.50
13731	12/05/2024	[4717] KEVIN NASET	Reimbursement: Boot Allowance, Reimbursement: Water Treatment Plant Operation, Vol 1, Ed 7	320.37
13732	12/05/2024	[2570] NILSEN COMPANY	Salt Softner Solar 40#	1,867.73
13733	12/05/2024	[7548] NOR-CAL PIPELINE SERVICES	Sanitary Sewer Eval. - CCTV Work	139,000.00
13734	12/05/2024	[4338] QUILL CORPORATION	Hi-Liters	10.06
13735	12/05/2024	[6349] RECOLOGY EEL RIVER	E-Waste, November Trash Bags, October Trash Bags	431.98
13736	12/05/2024	[7286] REX & FRIENDS TRUCKER'S PARADE	Official Entry Form for 2024 Christmas Trucker's Parade - Toyota Tacoma	35.00
13737	12/05/2024	[2659] RIO DELL PETTY CASH	Postage; Laundry Cleaner for PW PPE Gear; Postage for AP; Ice Cream Vouchers - Helmets; Plates, Napkins & Cutlery for PD; 2xDonuts for Art Vote @ City Chambers	113.08
13738	12/05/2024	[2693] SHELTON'S AUTO LUBE	Oil Change '21 Ford Explorer	106.00
13739	12/05/2024	[6590] SUN RIDGE SYSTEMS, INC.	RIMS ANNUAL SUPPORT SERVICES-RECORDS MANAGEMENT 12/31/24 - 12/12/2025	7,455.00
13740	12/05/2024	[2750] USA BLUEBOOK	PVC Tubing	429.81
13741	12/05/2024	[3917] VERIZON WIRELESS	Safety Phones PD & PW (& Mayor): October 17- November 16	697.33
13742	12/05/2024	[2787] WYCKOFF'S	Valve, Tubing	84.88

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
13743	12/11/2024	[6038] ACCURATE TERMITE & PEST SOLUTIONS	Commercial Pest & Rodent Control - 675 Wildwood, Commercial Pest Control Services - 475 Hilltop	355.00
13744	12/11/2024	[6949] CALIFORNIA BOILER INC	Labor, Actuator, Flame Detector, Electrode, Actuator	
13745	12/11/2024	[2291] CITY OF EUREKA	24 Holiday Waste Prevention Radio Ad Campaign, Bay Cities Leadership Academy	11,139.56
13746	12/11/2024	[6879] ELWAY CONSTRUCTION	Framing, Demo, & Repair. Repair Plumbing. Remove High Dirt Under Old Garage. Finish House Foundation	2,000.00
13747	12/11/2024	[4855] FRESHWATER ENVIRONMENTAL SERVICES	Ground Water Monitoring Required by the Division of Drinking Water	37,100.00
13748	12/11/2024	[5052] GHD, INC	Professional Services Rendered Through 1/31/2024: Rio Dell - Sanitary Sewer Eval Study, Professional Services Rendered Through 4/30/2024: Rio Dell - Sanitary Sewer Eval Study, Professional Services Rendered, Through 6/29/2024: PW Rio Dell Water Distribution System Improvement Project, Professional Services Rendered Through 7/31/2024: Rio Dell - Sanitary Sewer Eval Study, Professional Services Rendered Through 8/24/2024: PW Rio Dell Water Distribution System Improvement Project, Professional Services Rendered Through 9/28/2024: PW Rio Dell Water Distribution System Improvement Project Professional Services Rendered Through 11/16/2024: PW Rio Dell Eel River Trail	98,872.65
13749	12/11/2024	[6486] GREEN TO GOLD ENTERPRISES LLC	Sprayer	15.16
13750	12/11/2024	[2437] HACH	Reagent Set, Chlorine Free CL17	265.46
13751	12/11/2024	[2457] HUMBOLDT COUNTY CLERK-RECORDER	Copies	7.00
13752	12/11/2024	[6414] HUMBOLDT VETERINARY MEDICAL GROUP	Examination and Euthanasia	300.25
13753	12/11/2024	[7195] METER, VALVE & CONTROL, Inc	HR-E Encoder Register	
13754	12/11/2024	[2569] MICROBAC LABORATORIES, INC.	Ammonia Nitrogen w/o Distillation, ELAP Certification Fee, Coliform Quanti-tray, ELAP Cert Fee	1,674.03
13755	12/11/2024	[5968] MOBLEY CONSTRUCTION	Eel River Trail: Progress Payment Application No. 2	345.00
13756	12/11/2024	[7635] NAPA AUTO PARTS FORTUNA	Oil Dry	412,780.94
13757	12/11/2024	[4338] QUILL CORPORATION	Black Laser Checks (Rose)	172.94
13758	12/11/2024	[2665] RIO DELL FIRE PROTECTION DISTRICT	Reimbursement for Plan Review at 371 Berkeley Ave	124.76
13759	12/11/2024	[1315] STEVEN SAGER	Refund Overpayment on RRHIR for 266 Ogle Ave, Error on Form Per Parcel not Per Unit	150.00
13760	12/11/2024	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR DECEMBER 2024	15.00
13761	12/11/2024	[0084] SIX RIVERS PROP MGMT	Refund on RRHIP for 708 & 710 Pacific Ave - Previously Paid by Owner	150.00
13762	12/11/2024	[2715] STEWART TELECOMMUNICATION	Phone Lines PD - January 2025, Phone Lines City Hall - January 2025	15.00
13763	12/11/2024	[7884] STOEL RIVES LLP	City of Rio Dell On-Call Legal Services: Professional Services Through October 31, 2024	556.57
13764	12/11/2024	[6373] THATCHER COMPANY, INC.	Aqua Ammonia, 25% Tech - 375, Sierra Sani-Chlor - 330 G Tote	570.00
13765	12/11/2024	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR NOVEMBER 2024	8,559.22
13766	12/11/2024	[2750] USA BLUEBOOK	Treatment Plant Log Book, Locking Plugs and Locks, (HM) Sulfuric Acid	1,690.00
27	12/11/2024	[2772] WENDT CONSTRUCTION, INC	20 Loads from Painter St to Plant (SSES)	526.50
				2,280.00

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
13768	12/11/2024	[2787] WYCKOFF'S	Brass Tee, PVC Plug, Insert	234.07
13769	12/18/2024	[7887] AGROMIN	Compost 100 Scenario "B"	2,476.24
13770	12/18/2024	[7739] ANGEL ARMOR	Armor Vest	1,366.32
13771	12/18/2024	[7389] AP PROPERTY MANAGEMENT	OVERPAYMENT REFUND	196.87
13772	12/18/2024	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 12/13/2024	60.00
13773	12/18/2024	[6396] JEFF N CONNER	Reimbursement for Gas	104.36
13774	12/18/2024	[7888] CRITTERS WITHOUT LITTERS SPAY/NEUTER CLINIC	Zoe (Cat-F), Kyri (Dog-F), Dutton (Dog-M), Ruby Red (Dog-F), Athena (Dog-F)	675.00
13775	12/18/2024	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	Fingerprint Apps, Fingerprint - FBI	49.00
13776	12/18/2024	[6904] EDGE ANALYTICAL, INC.	Dried Biosolids - Compost Building (Salmonella Enumeration Testing)	229.00
13777	12/18/2024	[5871] FASTRAK	Richmond-San Rafael Bridge Ford Lic #1617897 CA	7.00
13778	12/18/2024	[5989] FIDELITY NATIONAL TITLE COMPANY	ALTA Loan Poicy 2021 Standard (616 Rigby Ave) - Adjustment	207.00
13779	12/18/2024	[4855] FRESHWATER ENVIRONMENTAL SERVICES	Printed Maps	266.00
13780	12/18/2024	[5052] GHD, INC	Professional Services Rendered Through 12/14/2024: PW-Rio Dell Pedestrian Connectivity Improvements, Professional Services Rendered Through 12/14/2024: Rio Dell Water System WebGIS, Professional Services Rendered Through 12/14/2024: Rio Dell Painter Line Sewer Upsizing, Professional Services Rendered Through 12/14/2024: Rio Dell City - Engineer Services	3,389.98
13781	12/18/2024	[2437] HACH	Rochelle Salt Solution; Reagent Set, LR Manganese	135.87
13782	12/18/2024	[2569] MICROBAC LABORATORIES, INC.	BOD/NFR, ELAP Certification Fee, Ammonia Nitrogen w/o Distillation, ELAP Certification Fee, Apparent Color, ELAP Certification Fee, Odor (at 60 C)	445.00
13783	12/18/2024	[3006] MISSION LINEN SUPPLY, INC	Clean Mop Head; Towels	8.28
13784	12/18/2024	[7635] NAPA AUTO PARTS FORTUNA	Battery and Core Deposit	218.99
13785	12/18/2024	[7889] NICHOLS CONSULTING	State Mandated Cost Consulting Services	2,980.00
13786	12/18/2024	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR JANUARY 2025	3,240.00
13787	12/18/2024	[6943] PACE SUPPLY CORP	Ford Parts, Ford Parts, Bushing Brass Transfer, Tracer Wire, Bushing Brass	3,100.89
13788	12/18/2024	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserves on 12/11/2024	400.00
13789	12/18/2024	[6469] RH CONSTRUCTION	762 Rigby Ave Earthquake Rebuild	58,495.17
13790	12/18/2024	[2693] SHELTON'S AUTO LUBE	Oil Change '21 Ford F-150, Oil Change '02 GMC Sierra 2500	274.40
13791	12/18/2024	[6483] SONOMA CO JR COLLEGE /ACCTG	Police Officer Training	90.00
13792	12/18/2024	[2719] STATE WATER RESOURCES CONTROL BD	Drinking Water Distribution Operator Certification Renewal Grade D2	60.00
13793	12/18/2024	[2724] SWRCB	Wastewater Treatment Plant Operator Grade 2 Re-Exam Fee	149.00
13794	12/18/2024	[4177] SWRCB	Drinking Water State Revolving Fund, Rio Dell, City of Financing Agreement Contract# 2003CX404; Project# 1210012-002	68,000.00

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
13795	12/18/2024	[2714] SWRCB	Annual Permit Fee Facility ID: 1B23183WNHU, Annual Permit Fee Facility ID: 1B24003WNHU, Annual Permit Fee Facility ID: 1SSO10058, Annual Permit Fee Facility ID: 1B83134OHUM, Annual Permit Fee Facility ID: 4DW0025	16,429.00
13797	12/18/2024	[2772] WENDT CONSTRUCTION, INC	Roadside Mower, Roadside Mower, Roadside Mower, Roadside Mower - Northwestern Ave, Painter St SSO Recovery, Ditch Cleaning Painter and May St, Repair Cracks in Blue Slide Rd	9,832.50
13798	12/18/2024	[2787] WYCKOFF'S	Brass Bushing	155.81
Total Checks/Deposits				923,443.86

Ref#	Date	Vendor	Description	Amount
8000252	12/03/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC DENTAL INSURANCE FOR NOVEMBER & DECEMBER FY2024-2025	-232.44
6123973	12/03/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR MISSIONSQUARE RETIREMENT ONLINE PAYMENT FOR PPE 11/29/2024	-10,294.63
604-368	12/09/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 11/29/2024	-3,736.43
5847156	12/09/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 11/29/2024	-18,807.76
1388603	12/11/2024	ELECTRONIC FUNDS TRANSFER	EFT ONLINE FIBER OPTIMUM BILL FOR DEC 2024. SPLIT WITH P.D & ADMIN	-864.73
8352019	12/11/2024	ELECTRONIC FUNDS TRANSFER	EFT ONLINE OPTIMUM PUBLIC WORKS PAYMENT FOR DECEMBER 2024.	-272.02
9837395	12/12/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR NOV /DEC FY2024-2025.	-28,519.70
7774	12/13/2024	WITHDRAWAL	RETURNED DEPOSITED ITEM	-100.00
9837393	12/16/2024	ELECTRONIC FUNDS TRANSFER	EFT: BENEFIT BRIDGE/PUBLIC AGENCY COALITION PAYMENT FOR JANAUARY 2025.	-32,524.07
9837390	12/17/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR MISSIONSQUARE RETIREMENT ONLINE PAYMENT FOR PPE 12/13/2024	-10,627.68
9837392	12/18/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR DEARBORN LIFE INSURANCE ONLINE PAYMENT FOR JANUARY 2025.	-380.80
9837399	12/18/2024	ELECTRONIC FUNDS TRANSFER	EFT: BANK OF AMERICA CREDIT CARD PAYMENTS FOR NOV/DEC FY2024-2025	-5,328.24
9837394	12/20/2024	WITHDRAWAL	ANALYSIS SERVICE CHARGE FOR DECEMBER 2024	-321.63
9837396	12/20/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR December 2024 for Northwestern Street Lights	-51.11
3202089	12/20/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR VSP INSURANCE ONLINE PAYMENT FOR JANUARY 2025	-385.28
1483216	12/20/2024	ELECTRONIC FUNDS TRANSFER	EFT: WEXBANK/SHELL FUEL CO PAYMENT FOR NOV/DEC FY2024-2025.	-4,089.06
291-024	12/23/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 12/13/2024	-3,165.89
942718	12/23/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 12/13/2024	-16,261.08
6261082	12/26/2024	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT FINAL PAY-CHECK FOR PD OFFICER. 12/26/2024	-707.22
2068697	12/27/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR FINAL PAY CHECK FOR PD OFFICER. 12/26/2024	-2,666.66
591400	12/27/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE ONLINE PAYMENT FOR DECEMBER 2024.	-1,100.72
240-208	12/27/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR FINAL PAY CHECK FOR PD OFFICER. 12/26/2024	-668.78
Total EFT's/Bank Withdrawals				-141,105.93

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
TRX TO PR	12/27/2024	TRANSFER FROM CHECK TO PAYROLL ACCT	TRANSFER TO PAYROLL ACCT FOR FINAL PAY CHECK FOR PD OFFICER. 12/26/2024	-\$4,578.43
TRX TO PR	12/05/2024	TRANSFER FROM CHECK TO PAYROLL ACCT	TRANSFER TO PAYROLL ACCT FOR PPE 11/29/2024	-\$46,675.84
TRX TO PR	12/19/2024	TRANSFER FROM CHECK TO PAYROLL ACCT	TRANSFER TO PAYROLL ACCT FOR PPE 12/13/2024	-\$45,080.85
Total Transfer Between Accounts				<u>-\$96,335.12</u>

Ref#	Date	Vendor	Description	Amount
18424	12/30/2024	WITHDRAWALS	DEBIT CARD FOR POSTAGE TO MAIL U/B BILLS FOR DECEMBER 2024	-555.21
Total Debit Card Withdrawals				<u>-555.21</u>



Staff Highlights – 2025-01-21

City Council

City Manager

Met with Access Humboldt and their new Executive Director Christina Jeffers to discuss the televised/streamed Council meeting setup and to discuss potential alternatives. The City will work with Access Humboldt to discuss potential meeting system alternatives over the coming months.

Met with the SB 1383 Regional Coordination Team to discuss procurement and requests for legislative relief from this requirement while a county organics processing facility is in development.

Participation in the regional slurry sealing project for 2025 is on hold due to low participation from other jurisdictions and the need to perform more maintenance on proposed streets prior to sealing, in addition to a potential sidewalk projects on Center Street. Staff is working on a proposal for the maintenance work for Council approval.

Nuisance Advisory Committee is scheduled to meet on Wednesday, January 22nd 3:00pm at City Hall.

The Traffic Committee is scheduled to meet on Thursday, January 23rd 4:00pm at City Hall.

City Clerk

Processed Ten (10) Building Permit Applications:

510 Davis St. – 30' x 50' Steel Shop Building
4 Painter St. – Re-Roof Garage
4 Painter St. – Bathroom Remodel
591 Pacific Ave. – Gas Wall Heater
420 Wildwood Ave. – Service Panel Upgrade
988 Pacific Ave. – Re-Roof Residence
167 Townsend St. – Re-Roof Residence
100 Pacific Ave. – Gas Furnace
401 Third Ave. – 100 Amp Service Panel Upgrade
625 Second Ave. – Kitchen, Bathroom for ADU



Processed One (1) Encroachment Permit Application:

PG&E – 4000' of 4" Gas Pipe to Support CalTrans NB Bridge Replacement

Misc:

Submitted Quarterly Seismic Fee Report

Submitted Quarterly AB1473 Building Standards Fee Report

Submitted Quarterly SB1186 Division of State Architect Fee Report

Submitted CIRB/CHF Building Permit Report for December

Submitted 3rd and 4th Quarter Building Permit Report to County Assessor

Submitted Annual Employment Data Report to Dept. of Finance

Submitted Roster of Public Officials to Humboldt County Elections

City Attorney

Human Resources, Risk & Training

Finance Department

Working with JJA CPA finalizing FY 2023-2024 Audit

CDBG Optimization: Collaborated with the California Department of Housing and Community Development to maximize CDBG fund utilization through effective program income reporting and strategic planning.

Clean CA / Eel River Trail Strategy meetings with GHD / State Reps

Clean CA Quarterly Reporting for Eel River Trail Project Completed

Sanitary Sewer Evaluation Study Claim #12

Process revenues and expenditures for Rio Dell Spay and Neuter Program

Assisted the Project Manager in charge of Rio Dell Employee Compensation Study, gathering information for upcoming compensation study results



Working with RCAC to process invoices for the construction component of the CIP Water Project.

Worked with Cannabis business' ensuring taxes are paid.

Working with State Waterboards to gather financial information and required documentation for the Water Infrastructure Improvement project

Earthquake Recovery Support: Actively coordinated with the California Office of Emergency Services to expedite the processing of earthquake-related claims and projects.

Public Works Water

5 Water leak repairs at various locations

194 Birch installed new valve and raised meter and meter box.

Check for customer leaks and zero consumptions

Operator Training on Rio Dell Metro Wells Operations

Water Sampling on Rio Dell Metro Wells

Completed and tested good - Maintenance on XT125 Generator (Warranty Work – Failed to Run issues)

Startup Eel River Surface Water Treatment Plant – repairs completed on 6" pipes within building due to broken and cracked pipes. (possibly damaged from last earthquake)

Water Filter Building Cleanup after the broken pipe issues.

Complete City of Rio Dell Water Rights Reporting to State Water Resource Control Board

Public Works Wastewater

Flows in collections system have come down to almost normal flows.

California Boiler performed the Annual PM on the Fulton device.

Belt Press air-ram was replaced and is back up and running.

Sludge Dryer is operating well under the current circumstances.



State WRCB and GHD met to go over TSC for the SSES.

WWTP Ops are doing a great job of staying up to date on the PM schedule and continuing to write SOP's for the plant.

Public Works Streets, Buildings and Grounds

Pothole patching throughout town

Drainage clearing and maintenance

Vehicle maintenance

Corp yard cleanup

Hands on Forklift Training at Corp Yard

Public Works City Engineer

Public Works Capital Projects

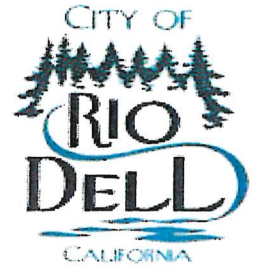
Police Department

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*



January 21, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion Reviewing Area Hazard Mitigation Plan Annex

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Review and provide comment

BACKGROUND AND DISCUSSION

The Humboldt County Hazard Mitigation Plan process is underway to conduct a 5-year update. Mitigation planning is the systematic process of learning about hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The County and City last updated the Hazard Mitigation Plan in 2020. The current anticipated submittal of the 5-year update is before the end of May 2025. This will be the third update to the plan since its inception in 2014, and includes a broad array of public agencies in Humboldt County.

Staff will review (attached) the Status of Previous Plan Actions and the 2020 Action Plan Matrix, and comments or questions are welcome during the review. Closer to May, the Council will review the Plan's Rio Dell Annex for formal adoption.

Once the hazard mitigation plan is adopted by all of the jurisdictional partners and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from both the Pre-Disaster Mitigation Grant Program (PDM) and the Hazard Mitigation Grant Program (HMGP). The grant funds are made available to states and local governments and can be used to implement the long-term hazard mitigation measures specified within the HMP before and after a major disaster declaration.

Through this process the city has obtained a HMGP grant for a new seismically resilient water line connection to Metropolitan and the Metropolitan Wells that serve as a critical backup source

of water to the City. That grant is currently concluding Phase I, and is awaiting approval from FEMA to move to Phase II. It is important to note that these federal grants are difficult to obtain and administer and carry a 25% local match requirement, which can be very disadvantageous to small rural communities. However, the volume of available dollars for mitigation efforts is expected to continue to be very high well into the near future. This plan update process continues to allow the City to be eligible for these funding sources regardless of whether projects are listed in the plan, or not.

The HMP is considered a living document such that, as awareness of additional hazards develops and new strategies and projects are conceived to offset or prevent losses due to natural disasters, the HMP will be evaluated and revised on a continual 5-year period.

Attachments: 2020 Previous Action Plan and the 2020 Action Plan Matrix.

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Table 7-12. Status of Previous Plan Actions

Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
#RD-1—Improve Wastewater Collection System Mains, Laterals, and Manholes. <i>Comment:</i> City working on Sanitary Sewer Evaluation Study (SSES)			X	
#RD-2—Maintain and Upgrade Wastewater Lift Stations. <i>Comment:</i> Upgraded one station in 2017.			X	
#RD-3—Painter Street to Highway 101 Drainage Ditch Repair. <i>Comment:</i>			X	
#RD-4—Center Street to Painter Street Culvert Improvements. <i>Comment:</i>			X	
#RD-5—City Hall Seismic Retrofit. <i>Comment:</i> Completed after 1992 earthquake	X			
#RD-6—Fireman's Hall Seismic Retrofit. <i>Comment:</i> Completed after 1992 earthquake	X			
#RD-7—City Standby Power Generation Capabilities. <i>Comment:</i> Portable Water Utility Generator arrives 11/4/18			X	
#RD-8—Fire Sprinkler Installation at City Hall and Fireman's Hall. <i>Comment:</i>			X	
#RD-9—Construct Retaining Wall on Road to Dinsmore. <i>Comment:</i>			X	
#RD-10—Designate, prepare and announce Emergency Assembly Points throughout the City. <i>Comment:</i>			X	
#RD-11—Adopt a long-term capital improvement plan, which provides the City the financial capability to fund capital projects that could include hazard mitigation projects. <i>Comment:</i>			X	
#RD-12—Improve hillside stability in landslide-prone areas. <i>Comment:</i> Financially not feasible. Open Space and Conservation Element and the Safety Element does not allow development in landslide prone areas.		X		
#RD-13—Prepare a Post Disaster Recovery Plan. <i>Comment:</i>			X	
#RD-14—Install Emergency water interties with Scotia. <i>Comment:</i> Town of Scotia an unwilling partner.		X		
#RD-15—Work with the National Oceanic and Atmospheric Association to attain the certifications of Storm Ready and Tsunami Ready. <i>Comment:</i>			X	
#RD-16—Improve alternative communication capabilities throughout the City, including acquisition of and licensing for HAM radios, satellite telephones, mobile backup dispatch devices and other communication devices. <i>Comment:</i> City is in process to add mass notification via Nixle and to add a Sat Phone			X	
#RD-17—Adopt an updated Emergency Response Plan. <i>Comment:</i>			X	

Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
#RD-18—Update City land use code for seismic setbacks/structural requirements and hillside development standards. <i>Comment:</i> The open Space and Conservation Element requires a Geologic Report for any hillside development on slopes exceeding 15%			X	
#RD-19—Promote the formation of Community Emergency Response Teams (CERTs) and Neighborhood and Business Emergency Services Teams throughout Rio Dell. <i>Comment:</i>			X	
#RD-20—Update floodplain mapping throughout the City and continue to maintain compliance and good standing under the National Flood Insurance Program. This will be accomplished through the implementation of floodplain management programs that, at a minimum, will meet the minimum requirements of the NFIP, which include the following: <ul style="list-style-type: none"> • Enforcement of the adopted flood damage prevention ordinance, • Participating in floodplain identification and mapping updates, and • Providing public assistance/information on floodplain requirements and impacts <i>Comment:</i> FEMA updated the Flood Insurance Rate Maps (FIRM) in November of 2016. The City relies on these maps to identify flood zones affecting the City.	X		X	
#RD-21—Maintain National Incident Management System, State Emergency Management System, and Incident Command System training for City staff. <i>Comment:</i>			X	
#RD-22—Support and participate in the Redwood Coast Tsunami Work Group and other hazard mitigation groups in the region. <i>Comment:</i>			X	
#RD-23—Develop Focused Storm Drainage Facility Plan. <i>Comment:</i>			X	
#RD-24—Increase fuel storage capacity and supply within the City, including at Wastewater Treatment and Water Facilities. <i>Comment:</i> Cannot add fuel storage at Corp Yard due to concerns about water/wastewater treatment		X		
#RD-25—Consider obtaining formal agreement with Shell to give the City and Fire District priority fueling. Coordinate with the Fire District to determine the station's operational capacity in event of an energy disruption. <i>Comment:</i>			X	
#RD-26—Determine whether any agreements exist with Scotia for the sharing of fuel and water in the event of an emergency. <i>Comment:</i> Town of Scotia not a willing or reliable partner.		X		
#RD-27—Maintain and update the City's Energy Assurance Plan and implement Energy Assurance Plan actions and projects, including requesting information (energy use, backup generator make/model/size, fuel storage) from key assets, determining energy assurance gaps, and evaluating Key Asset requirements to function in a longer-term (2 week) energy disruption. <i>Comment:</i> Cannot maintain or update a plan that does not exist.		X		

Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
#RD-28—Determine City water supply in event of long-term energy disruption. Set priority list for water distribution. <i>Comment:</i> City now has alternate water source and backup generator arriving 11/4/2018.			X	
#RD-29—Determine refrigeration capacity of local markets and evaluate requirements to maintain functionality in event of energy disruption. <i>Comment:</i> Not remotely feasible.		X		
#RD-30—Determine fuel tank size and operational costs of new infiltration gallery backup generator. <i>Comment:</i> Backup generator arrives 11/4/2018 – paid for by Water Board and USDA. LHMP contribution was zero.	X			
#RD-31—Coordinate with the Fire District to determine backup fuel supply adequacy and obtain increased storage if necessary. <i>Comment:</i>			X	
#RD-32—Determine and obtain a properly sized backup power supply to power Police Department communications system. <i>Comment:</i>			X	
#RD-33—Coordinate with the County and Ferndale to stabilize Blue Slide Road hillside and road surface from Ferndale to Rio Dell. <i>Comment:</i>			X	
#RD-34—Coordinate with County to stabilize landslide into Eel River upstream of City's fresh water infiltration gallery. <i>Comment:</i> Not remotely feasible.		X		
#RD-35—Incorporate this Hazard Mitigation Plan as part of the General Plan Safety Element. The safety element of the general plan provides the city the capability to regulate future land uses in areas impacted by all hazards of concern identified by this plan. <i>Comment:</i> City plans to do this by 6/1/2019 once the LHMP has been approved.			X	

Table 7-13. Hazard Mitigation Action Plan Matrix

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action RIO1— Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas. <i>Hazards Mitigated:</i> Earthquake, flooding, landslide, tsunami, wildfire						
Existing	3, 4, 10	City of Rio Dell	TBD	High	HMGP, PDM, FMA	Short-term
Action RIO2— Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including the City's Safety Element. <i>Hazards Mitigated:</i> Dam failure, drought, earthquake, flooding, landslide, tsunami, wildfire						
New and Existing	1, 3, 4, 5, 7, 8, 10	City of Rio Dell	TBD	Medium	Staff Time, General Funds	Ongoing
Action RIO3— Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan. <i>Hazards Mitigated:</i> All hazards						
New and Existing	1, 5, 8	City of Rio Dell	TBD	Medium	Staff Time, General Funds	Short-term

Applies to New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action RIO4 —Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements:						
<ul style="list-style-type: none"> Enforce the flood damage prevention ordinance. Participate in floodplain identification and mapping updates. Provide public assistance/information on floodplain requirements and impacts. 						
<i>Hazards Mitigated:</i> Dam failure, flooding, severe weather, tsunami, sea level rise						
New and Existing	1, 3, 5, 7, 8, 10	City of Rio Dell	TBD	Medium	Staff Time, General Funds	Ongoing
Action RIO5 —Identify and pursue strategies to increase adaptive capacity to climate change including but not limited to the following:						
<ul style="list-style-type: none"> The participation, preparation and adoption of a Regional Climate Action Plan. 						
<i>Hazards Mitigated:</i> TBD						
New and Existing	1, 3, 4, 5, 6, 7, 8	County of Humboldt	City of Rio Dell	Low	Staff Time, General Funds	Short-term
Action RIO6 —Purchase generators for critical facilities and infrastructure that lack adequate backup power, including the City's Fire and School facilities. The City hopes to install an emergency generator for City Hall, (including the Police Department) Fire District and School District in the near future pending the availability of funds through LHMP.						
<i>Hazards Mitigated:</i> Dam failure, earthquake, flooding, landslide, severe weather, tsunami, wildfire						
Existing	2, 6, 9	City of Rio Dell	Fire District, School District	High	HMGP, PDM, FMA	Ongoing
Action RIO7 —Planning and Upgrade Radio equipment and towers to Interoperable Digital P25 infrastructure for City and Fire District.						
<i>Hazards Mitigated:</i> All Hazards						
	1, 2, 3, 4, 5, 6, 7, 8, 9	City of Rio Dell	Fire District, County of Humboldt	High	HMGP, PDM, FMA	Short-term
Action RIO8 —Retrofit/installation of undersized culverts and drainages to prevent flooding and erosion/ landslide damage						
<i>Hazards Mitigated:</i> Sever Storm, Flood						
	2,3	City of Rio Dell	County of Humboldt	Medium	HMGP, PDM, FMA	Short-term
Action RIO9 —Installation of fire sprinklers at City Hall and Fire Station.						
<i>Hazards Mitigated:</i> Earthquake, Wildland Fire						
	1, 6	City of Rio Dell	Fire District	Medium	HMGP, PDM, FMA	Short-term
Action RIO10 —Public Education and Outreach						
<i>Hazards Mitigated:</i> All Hazards						
	1, 2, 3, 4, 5, 6, 7, 8, 9	City of Rio Dell	TBD	Low	HMGP, PDM, FMA	Ongoing
Action RIO11 —Joint Public Safety Dispatch and EOC						
<i>Hazards Mitigated:</i> All Hazards						
	1, 2, 3, 4, 5, 6, 7, 8, 9	County of Humboldt	City of Rio Dell	High	HMGP, PDM, FMA	Long-term

a. Short-term = Completion within 5 years; Long-term = Completion within 10 years; Ongoing= Continuing new or existing program with no completion date

See the introduction to this volume for list of acronyms used here.

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January 21, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Introduction and First Reading (by title only) of Ordinance 410-2025 Amending Section §8.35.040 of the Rio Dell Municipal Code (RDMC) Pertaining to Requirements for Commercial Edible Food Generators to Include Authority for the County of Humboldt Division of Environmental Health to Charge Fees for Service

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 February 4, 2025 regularly scheduled City Council meeting.

BACKGROUND AND DISCUSSION

SB1383- California's Short Lived Climate Pollutant bill aims to reduce methane emissions from the landfill and rescue 20% of edible food statewide. This new state mandate requires that cities adopt an enforceable ordinance to implement SB1383 requirements locally.

Ordinance No. 395 was adopted in 2022 to meet the requirements of SB 1383. The law requires "Edible Food Generators" be inspected annually by the responsible jurisdiction, in this case the City of Rio Dell. However, the City lacks the staff and subject matter expertise to conduct such inspections. Staff proposes to engage in an MOU with the County of Humboldt Division of Environmental Health to conduct these inspections on behalf of the City. The County is offering these services to all the incorporated jurisdictions within the county and staff anticipates that all other cities will engage in a similar MOU.

Ordinance No. 410-2025 will authorize the County of Humboldt Division of Environmental Health to require edible food generators to register and allow the County to assess and collect fees for the program. The Division is funded by and provides services through fee assessments.

Edible Food Generators are defined in RDMC §8.35.030 as certain business types that handle food and are therefore required to donate excess edible food fit for human consumption. The inspection verifies they are complying with RDMC §8.35.040.

At this time, there is only one edible food generator within the City of Rio Dell that meets the current criteria for required inspection under the law: the Rio Dell School District.

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ORDINANCE NO. 410-2025



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING SECTION 17.30.340 OF THE RIO DELL MUNICIPAL CODE (RDMC)
PERTAINING TO REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS
TO INCLUDE AUTHORITY FOR THE COUNTY OF HUMBOLDT DIVISION OF
ENVIRONMENTAL HEALTH TO CHARGE FEES FOR SERVICE**

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

WHEREAS SB 1383 requires local jurisdictions throughout the State, including the City, adopt an ordinance or other similarly enforceable mechanism to mandate that organic waste generators (those who create organic waste, including residents and businesses), haulers, and others comply with SB 1383 Regulations to divert organic waste and edible food from landfills; and

WHEREAS the City Council of the City of Rio Dell adopted Ordinance No. 395-2022 in order to meet the requirements of SB 1383; and

WHEREAS SB 1383 also requires annual inspection of "Edible Food Generators" within the City of Rio Dell; and

WHEREAS the creation of a Memorandum of Understanding with the County of Humboldt Division of Environmental Health is the most efficient and effective manner in which to conduct certain required inspections for "Edible Food Generators"; and,

WHEREAS in order for the County of Humboldt Division of Environmental Health to conduct these inspections they require an amendment to RDMC to authorize the required registration of and inspection of “Edible Food Generators.”

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

Section 1.

Section 17.30.340 of the Rio Dell Municipal Code is hereby amended as follows:

8.35.040 Requirements for commercial edible food generators.

- (1) Tier one commercial edible food generators must comply with the requirements of this section commencing January 1, 2022, and tier two commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3 or such later deadline established by State law or regulations.
- (2) Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024, or such later deadline established by State law or regulations.
- (3) Commercial edible food generators shall comply with the following requirements:
 - (a) Arrange to safely recover for human consumption the maximum amount of edible food that would otherwise be disposed.
 - (b) Enter into a contract or other written agreement with food recovery organizations or food recovery services for:
 - (i) The collection for food recovery of edible food that would otherwise be disposed; or
 - (ii) Acceptance of edible food that would otherwise be disposed that the commercial edible food generator self-hauls to the food recovery organization for food recovery.
 - (c) Use best efforts to abide by all contractual or written agreement requirements specified by the food recovery organization or food recovery service on how edible food should be prepared, packaged, labeled, handled, stored, distributed or transported to the food recovery organization or service.

(d) Not intentionally donate food that has not been prepared, packaged, handled, stored and/or transported in accordance with the safety requirements of the California Retail Food Code.

(e) Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service.

(f) Allow the enforcement agency to review records upon request, including by providing electronic copies or allowing access to the premises, pursuant to 14 CCR Section 18991.4.

(g) Register with the County of Humboldt Division of Environmental Health as an Edible Food Generator. Commercial Edible Food Generator Registration will require an annual fee in an amount to cover costs, as set by resolution or ordinance of the Humboldt County Board of Supervisors. No part of the registration fee shall be refundable. Registered Edible Food Generators shall submit to annual inspection by the County of Humboldt Division of Environmental Health for compliance with this Section.

(h) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(i) A list of each food recovery service or food recovery organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(ii) A copy of all contracts and written agreements established under 14 CCR Section 18991.3(b) and/or this chapter.

(iii) A record of the following information for each of those food recovery services or food recovery organizations:

(A) The name, address and contact information of the food recovery service or food recovery organization.

(B) The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.

(C) The established frequency that food will be collected or self-hauled.

(D) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

(iv) If it has not entered into a contract or written agreement with food recovery organizations or food recovery services pursuant to subsection (3)(b) of this section, a record that describes:

(A) Its direct donation of edible food to end recipients (including employees); and/or

(B) Its food waste prevention practices that result in it generating no surplus edible food that it can donate.

(i) Tier one commercial edible food generators and tier two commercial edible food generators shall provide, upon request, a food recovery report to the enforcement agency that includes the information in subsection (3)(g) of this section. Entities shall provide the requested information within 60 days of the request.

(4) Nothing in this chapter shall be construed to limit or conflict with:

(a) The protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 commencing with Section [49580](#) to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section [114079](#) of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time); or

(b) Otherwise applicable food safety and handling laws and regulations.

(5) Nothing in this chapter prohibits a commercial edible food generator from donating edible food directly to end recipients for consumption, pursuant to Health and Safety Code Section [114432](#)(a).

(6) The enforcement agency for the provisions of this section is the City of Rio Dell. [Ord. 395 § 4, 2022.]

Section 2. Severability

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

Section 3. Limitation of Actions

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

Section 4. Effective Date

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

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on January 21, 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 February 4, 2025, by the following vote:

AYES: None

NOES: None

ABSENT: None

ABSTAIN: None

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. 410-2024 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on February 4, 2025.

Karen Dunham, City Clerk, City of Rio Dell