



# RIO DELL CITY COUNCIL AGENDA

## REGULAR MEETING - **6:00 P.M.**

### TUESDAY, NOVEMBER 19, 2024

City Council Chambers  
675 Wildwood Avenue, Rio Dell

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

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

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

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

#### **Zoom Public Comment:**

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

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. PLEDGE OF ALLEGIANCE**

**D. CEREMONIAL MATTERS**

**E. PUBLIC PRESENTATIONS**

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

**F. CONSENT CALENDAR**

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

- [1.](#) 2024/1119.01 - Approve Minutes of the November 5, 2024 Regular Meeting **(ACTION)** - Pg. #4
- [2.](#) 2024/1119.02 - Authorize Proposal for One-Time Evaluation and Training for the Rio Dell Bio-Scrub by BCR Environmental for \$14,759.00 **(ACTION)** - Pg. #14
- [3.](#) 2024/1119.03 - Approve Proposed American Rescue Plan (ARPA)/State and Local Fiscal Recovery Funds (SLFRF) Program Funds Allocation **(ACTION)** - Pg. #17
- [4.](#) 2024/1119.04 - Authorize the City Manager to Execute an Agreement with Regional Government Services Authority in Coordination with the City Attorney for an Amount not to Exceed \$60,000 **(ACTION)** - Pg. #19
- [5.](#) 2024/1119.05 - Receive and File Check Register for October **(ACTION)** - Pg. #36

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

**H. REPORTS/STAFF COMMUNICATIONS**

- [1.](#) 2024/1119.06 - City Manager/Staff Update **(RECEIVE & FILE)** - Pg. #42

**I. SPECIAL PRESENTATIONS/STUDY SESSIONS**

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

1. 2024/1119.07 - Appointment of Two (2) Council Members (Carter and Woodall) to Serve on a Rio Dell School District/Davis St. Park Ad Hoc (**DISCUSSION/POSSIBLE ACTION**) - Pg. #46
2. 2024/1119.08 - Ratify Selection of the Artist for the Eel River Trail Community Art Installation (**ACTION**) - Pg. #47
3. 2024/1119.09 - Approve Cancellation of December 17, 2024 Regular Meeting (**DISCUSSION/POSSIBLE ACTION**) - Pg. #56

## K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1. 2024/1119.10 - Second reading (by title only) and Adoption of Ordinance 409-2024 Amending Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) Vacation Dwelling Unit Regulations Appeal Period to be Consistent with Section 17.35.060 of the RDMC (**DISCUSSION/POSSIBLE ACTION**) - Pg. #57

## L. COUNCIL REPORTS/COMMUNICATIONS

## M. ADJOURNMENT

*The next regular City Council meeting is scheduled for  
Tuesday, December 3, 2024 at 6:00 p.m.*

:

**RIO DELL CITY COUNCIL  
REGULAR MEETING MINUTES  
NOVEMBER 5, 2024**

Mayor Garnes called the regular meeting of the Rio Dell City Council to order at 6:00 p.m.

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

Others Present: City Manager Knopp, Interim Police Chief Landry, Finance Director Sanborn, Water Superintendent Jensen, Wastewater Superintendent Kelly, Senior Fiscal Assistant Maciel, Senior Fiscal Assistant Townsend, and City Clerk Dunham

Absent: Community Development Director Caldwell (excused)

**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. Councilmember Woodall removed Item 6 related to the Edwards Dr. mural.

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

- 1) Minutes of the October 14, 2024 Closed Session;
- 2) Minutes of the October 15, 2024 Regular Meeting;
- 3) Minutes of the October 28, 2024 Special Meeting;
- 4) Resolution No. 1626-2024 Amending the FY 2024-25 Adopted Budget to increase appropriations for the Sewer Operations Fund; and
- 5) Authorizing staff to proceed with the Emergency Response Agreement with Wendt Construction for SSO Recovery for the 2024-2025 Wet Season.

Motion carried 5-0.

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

Placement of a Mural on the 30' Retaining "Graffiti" Wall on Edwards Dr.  
Councilmember Woodall asked Mayor Pro Tem Carter to provide a brief update on the proposed project.

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Mayor Pro Tem Carter explained that the proposal is to seek permission from the City Council to paint a mural on a 30' retaining wall on Edwards Dr. that is the subject of regular vandalism and graffiti. The mural is separate from the Eel River Trail Community Art Wall on Edwards Dr. and will be funded by local business donations through the Ink People Center for the Arts. The idea is to seek kids 7<sup>th</sup>-12<sup>th</sup> grade to workshop with a couple of local artists to create a graffiti design for the mural. She said there would be no cost to the City and it is a great way to involve kids in the community. She commented that there would be an anti-graffiti coating over the mural for easy cleanup should it get tagged.

Councilmember Woodall commented that there is some nice graffiti art near the Adorni Center in Eureka. She added that the mural will be located on the way to the entrance to the Eel River Trail, so it would be good to have some nice art on the wall.

Jonathan Brodeur addressed the Council and suggested the wall include signage to say "Eel River Trail this Way." He said the Community Resource Center agreed to provide space to hold workshops with the kids and artists. Donations would be funneled through The Ink People Center for the Arts since they are a 501c3 non-profit organization.

A motion was made by Woodall/Carter to authorize the painting of a mural on the 30' retaining wall on Edwards Dr. Motion carried 5-0.

**REPORTS/STAFF COMMUNICATIONS**City Manager/Staff Update

City Manager Knopp provided highlights of the staff update and began by reminding everyone that it was election day and the polls were open until 8:00 p.m. with the local polling location at the Monument Middle School.

He invited the public to come and cast their vote for their favorite artist for the Eel River Trail Community Art Wall at City Hall on Saturday, November 9<sup>th</sup> from 11:00 a.m. to 1:00 p.m. or on Tuesday, November 12<sup>th</sup> from 5:00 p.m. to 7:00 p.m. with refreshments provided. He noted that the City Council would ratify the vote and select the artist at the November 19<sup>th</sup> Council meeting.

He reported that staff was working on the development of the 2025 Slurry Sealing Project. Although it appears that there will not be a lot of other jurisdictions participating in this year's project the City will still be submitting a proposal.

He then reported that staff was working with Caltrans and GHD to problem-solve issues related to the replacement of water lines with the Bridge Replacement project on the northbound 101 bridge. He extended special thanks to Caltrans management staff for meeting with the City to discuss the issues.

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Mayor Garnes thanked staff for their efforts regarding solid waste and getting Rio Dell into compliance with procurement requirements under SB1383.

Mayor Garnes asked if the Bridge Replacement project included a bike/pedestrian lane.

City Manager Knopp said that the City Council received a presentation approximately a year ago and his understanding was that there was going to be a space available for the cross connection. He agreed to reach out to Caltrans to see if there were any updated designs and distribute those to the Council.

**SPECIAL PRESENTATIONS/STUDY SESSIONS**

Presentation by HCAOG Contract Planner Michelle Nielsen on Transit Needs Assessment/Public Hearing on Unmet Transit Needs

Michelle Nielsen, Contract Planner for HCAOG provided a PowerPoint presentation via Zoom on the Transit Needs Assessment.

She began with an overview of the unmet transit needs process and said that the process identifies and evaluates the adequacy of existing public transportation. Locally, the process involves public hearings, releasing an online survey, and receiving comments by email, and phone calls to the HCAOG office on unmet transit needs that are not being met by the current public transportation system.

Some of the unmet transit needs were described as: 1) requested trips from residents who do not have access to public or specialized transportation, or private transport services; or 2) requested trips from residents who do not have the resources for medical care, shopping, social/recreational activities, education/training, and employment; 3) proposed public transportation, specialized transportation, or private transport services that are identified in a regional transportation plan; or 4) there is sufficient board-based community support which means that persons who will likely use the service on a routine basis demonstrate support.

She then reviewed the reasonable to meet criteria, the 2025-2026 unmet transit needs cycle, known transit needs, HTA ridership, Arcata-Mad River transit system ridership, unified branding and fares, tap to pay, and the North State Express Route 101.

She commented that ridership has increased since the pandemic with 480,300 total passenger trips in FY 2023-2024. HTA was awarded a \$18.7 million grant to expand the fleet of lower emissions vehicles, improve information on transit riders, increase the frequency of service, add a hydrogen fueling station and hydrogen buses, and develop an Intermodal Transit Center.

Ms. Nielsen invited citizens to email HCAOG at [info@hcaog.net](mailto:info@hcaog.net) or call (707) 444-8208 with any questions or input regarding unmet transit needs. She also encouraged citizens to

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take the online survey at [bit.ly/UTNSurvey2025](https://bit.ly/UTNSurvey2025). She emphasized that any input is valuable even if it is not an unmet transit need as it helps in securing grants.

Mayor Garnes noted that the new Tap to Pay features can be used from Humboldt to Mendocino County and make it easier for riders. She said they are working harder to connect to Redding and Sacramento which is greatly needed.

Mayor Garnes opened the public hearing to receive input on any unmet transit needs within Humboldt County. There being no public comment, the public hearing was closed.

Presentation – Annual Financial Report for Fiscal Year 2023-2024

Finance Director Sanborn provided a presentation on the Annual Financial Report for FY 2023-2024. He said the report summarizes and analyzes the City's financial performance for the year. Details of the report describe revenues and expenditures incurred during the fiscal year and explain material differences between the values and adjusted budget. Financial reserves and fund balances are also updated at the terminus of the fiscal year. The report was created using unaudited financials as of June 30, 2024, with the official audit finalized in early 2025.

He explained that the City has three main Fund types within which its finances are consolidated; the General Fund, the Enterprise funds consisting of Sewer and Water, and the Special Revenue funds. City revenues exceeded expenses by just over \$215,000, principally due to increases in the CDBG Fund, Cannabis Tax revenue, and interest from the City's LAIF investment account.

Actual revenues and expenses were compared to the budgeted amounts of major funds with revenue amongst the major funds 10.3% higher than estimated. Water and Sewer recorded increased revenues in part due to an increase in grant funded sewer studies, and reimbursements received from claims associated with the December 2022 Earthquake. Total expenditures among the major funds were under budget by 6.3% with General Fund expenditures lower than budgeted by 19%, primarily due to budgeted capital projects not being completed.

The City's Fund Balances totaled \$8.8 million as of the end of the fiscal year however; staff expects total fund balances to decrease over the current fiscal year as ARPA revenues are expended and large grant-funded projects continue to progress.

Finance Director Sanborn reported that General Fund revenues were roughly 18% more than budgeted with recorded higher than anticipated cannabis revenues along with reimbursements from the State and CalOES for claims submitted for specific earthquake expenses recorded in other revenues. Interest revenue in the General Fund was \$61,338 with total interest earned across all funds of nearly \$322,000 due to the City's proactive decision to invest excess liquidity into LAIF.

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General Fund expenditures were 1.65 million or \$387,000 under budget due to budgeted and not completed projects and generally lower department spending. Most notably, the City Manager and Police Department Budgets were a combined \$215,000 under budget due to unfilled staff positions that were budgeted but not filled.

Street Fund revenues were 6% higher than budgeted, with expenditures 7% above budget due to capital projects being completed.

Actual revenues for the Sewer Enterprise Fund were 4% more than budgeted with expenditures 2% less than budgeted. Actual revenues for the Water Enterprise Fund were 7% more than budgeted with expenditures less than 1% more than budgeted.

Finance Director Sanborn explained that the other major funds included in the special revenue fund include the Building Fund, the Supplemental Law Enforcement Services Fund (SLESF), and the CDBG Fund. The CDBG Fund had a balance of \$666,180 with these funds made available for loans to qualified applicants impacted by the 2022 Earthquake disaster.

A new section of the annual financial report was the financial impacts of the December 2022 Earthquake disaster. As of June 30, 2024, the City incurred over \$830,000 in earthquake-related expenditures split between the various funds. Of these items, the City has submitted reimbursement claims for seven items and has received reimbursement for six items in the amount of \$442,274. The City is entitled to 75% reimbursement for qualified expenses with the opportunity to request 100% reimbursement on a project-by-project basis. With the master earthquake list of projects having a cost estimate of nearly \$36 million, the City's 25% cost share if no additional reimbursements are granted would be just under \$9 million.

Finance Director Sanborn said that one additional item covered in the annual report is a 10-year comparison. He said that the City has seen significant changes in the last decade including natural disasters, pandemics, and the fall of the local cannabis industry which have challenged Rio Dell and Humboldt County in many different ways. Despite these challenges, the City has continued to grow with an increase in the General Fund balance by 69% in the last 10 years to \$1,856,120. The City's Enterprise funds have also seen increased revenues and expenditures over this time with an increase in Sewer Operations revenues by 30% and expenditures by 46%. Water operations revenues increased by 52% with expenditures increasing by 15% over the same period.

He concluded the presentation and called for questions from the Council.

Councilmember Wilson asked for an update on the 25% earthquake reimbursements.

Finance Director Sanborn reported that the City received the additional 25% reimbursement on four of the projects and has submitted the additional requests. He noted that the staff was pleased that the first four requests were reimbursed and is hoping

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that the remainder requests will be reimbursed as the City approaches some of the more costly projects.

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

Authorize Staff to Develop and Issue an RFP for Additions to the Dog Park

City Manager Knopp provided a staff report and said at the request of Mayor Garnes, staff is requesting direction from the Council related to additional fencing and an entryway to a small dog area within the Dog Park. As the Council is aware, the dog park project was significantly scaled back after bids were received that well exceeded the available funding. As such, the dog park did not include an area exclusively for small dogs.

He said that the staff did some initial outreach and obtained 2 quotes for the additional fencing and entryway to develop a small dog area within the park. Both quotes were in the range of \$6,000. He explained that following public requirements and soliciting RFP's would require additional costs for the project, including prevailing wage and insurance that would inflate the cost by potentially by \$6,000 more. With Council approval, staff would issue an RFP and return to the Council with the results and identify a funding source for the project.

Mayor Garnes noted that she approached the City Manager after going to the dog park with her small dog and was approached by a large Pit Bull. She commented that most dog parks have a small dog section which is very helpful noting that there are a lot of citizens with small dogs as well as travelers that would benefit from having an exclusive area for smaller dogs. She said if the Council isn't in favor of moving forward with the modification to the park now, she would like to have it remain on the Council's radar for a later date.

Councilmember Woodall said that she had a citizen approach her who was also interested in having a small dog area at the park.

Mayor Pro Tem Carter agreed and said that anything that legitimizes the park is a good idea.

Councilmember Orr agreed and said that the addition of a small dog area would make the park look like a real dog park.

Councilmember Wilson agreed with the modification and asked why the costs would increase by \$6,000 once the project goes out to bid.

City Manager Knopp explained that the costs would increase due to the requirements to pay prevailing wages, insurance costs, and the costs associated with going through the verification process through the Department of Industrial Relations.

Councilmember Wilson said that he was hoping to be able to do the project in steps but understands that it needs to be done as a complete project.

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City Manager Knopp indicated that regarding funding for the project, there is available funding in the capital project budget.

Councilmember Wilson pointed out that the community would likely respond to having a small dog area included within the dog park.

Mayor Garnes called for public comment on the proposed additions to the dog park. There was no public comment received.

A motion was made by Carter/Woodall to authorize staff to develop and issue an RFP for additions to the Dog Park and return it to the City Council for approval. Motion carried 5-0.

Authorize the City Manager to Negotiate an Agreement for Services with Regional Government Services (RGS) for Human Resource Assessments and Services in Coordination with the City Attorney

City Manager Knopp provided a staff report recommending approval for the City Manager to negotiate an agreement with Regional Government Services (RGS) and said that there was a representative online to answer any questions the Council may have.

He said that the City needs professional services related to Human Resource activities. Historically the City has been resource-constrained with the Human Resource functions of the City spread out over multiple individuals in multiple departments. Over the years, ongoing enhancements and amendments to MOU's, Resolutions, and changes in the law have led to the current MOU's and Employee Handbook becoming more difficult to administer and potentially noncompliant with current law. In addition, the City will soon be entering into labor negotiations with all of the employee groups with agreements effective on July 1, 2025. Staff anticipated these negotiations to be more time-intensive than in past years.

The proposal seeks to: 1) develop a needs assessment and work plan; 2) review and revise City personnel policies and procedures; and 3) provide some generalized HR administration and consultation services between now and the conclusion of contract negotiations, anticipated by July of 2025, with access to these services ongoing afterward.

The estimated costs associated with the agreement were estimated at \$80,000 - \$100,000 initially but staff said that realistically, the cost would more likely be \$50,000 - \$60,000 with the majority of that cost occurring over the next 6-12 months due to the need to correct the deferred upkeep of the current structure. After a successful reset of the system, the ongoing costs would be significantly lower.

City Manager Knopp explained that the current budget does not include an allocation for these services so if approved to proceed, staff would return to Council with a budget amendment to fund the services.

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He noted that the City would continue to use the services of RGS to keep up with current laws as those changes can be significant.

He then introduced Fanni Acosta, HR Services Lead from RGS who was present online to provide a brief presentation.

Ms. Acosta said that RGS is a California Joint Powers Authority (JPA) serving the needs of public agencies including cities, counties, special districts, and other governmental entities since 2002. They work collaboratively with public agencies providing a ready source of skilled and effective administrative best practices and support for approximately 125 public agencies.

Councilmember Wilson referred to the estimated cost in the staff report of \$80,000 - \$100,000 and questioned why the estimate was then lowered to \$50,000 - \$60,000.

City Manager Knopp reviewed the estimated charges and said that the estimate for updating the Personnel Policies and Procedures is \$10,000, the Human Resources Needs Assessment and Workplan is estimated at \$30,000, and General HR Consultation and Administration Services is based on an hourly rate of \$157/hr. If only 40 hours are utilized for general HR and consultation, the estimate would be in the \$50,000 - \$60,000 range at the onset and then approximately \$10,000 thereafter.

He said that the Council could approve a "not to exceed" amount for the agreement with City Council approval needed to increase that cap. He noted that once the agreements and policies are cleaned up, existing staff would be able to handle the HR functions.

City Manager Knopp said that the recommendation would be to authorize staff to work with the City Attorney to prepare an agreement with a cap on the costs then return to the City Council at the next meeting for formal approval.

Councilmember Woodall asked if there would be much staff time involved in getting ready for the updates and asked if RGS could negotiate employee contracts.

City Manager Knopp indicated that initially there would be a lot of staff involvement in the process and that RGS would be able to negotiate employee contracts if necessary.

Councilmember Woodall asked if the contract amount for these services falls into the ballpark with other vendors. City Manager Knopp said the costs were in line with other vendors.

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

A motion was made by Carter/Woodall authorizing the City Manager to negotiate an agreement for services with Regional Government Services for Human Resource

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assessments and services in coordination with the City Attorney and return to the Council for approval. Motion carried 5-0.

**ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Second Reading (by title only) and Adoption of Ordinance No. 409-2024 amending Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) Vacation Dwelling Unit Regulations appeal period to be consistent with Section 17.35.060 of the RDMC

City Manager Knopp requested the adoption of the Ordinance be moved to the November 19, 2024, regular meeting with Community Development Director Caldwell present. Council concurred.

**COUNCIL REPORTS/COMMUNICATIONS**

Mayor Pro Tem Carter reported on upcoming meetings and events and reminded everyone to vote for their favorite artist for the Eel River Trail Community Art Wall at City Hall on Saturday, November 9<sup>th</sup> from 11:00 a.m. to 1:00 p.m. or Tuesday, November 12<sup>th</sup> from 5:00 p.m. to 7:00 p.m. She said that 13 artists have submitted applications.

She provided a brief update on the results of the park survey and said that over 50% of the votes were received from people between the ages of 5-17 with over 50% voting for improvements to the Davis St. Park. In addition, over 50% of the votes identified a pump track/BMX track as the requested amenity as well as a basketball and pickleball court. She recommended the City pursue purchasing a portion of the school property (Davis St. Park) and said that she would be attending the Rio Dell School Board meeting requesting the item be placed on their next agenda for discussion.

Related to the Spay and Neuter Voucher Program, she reported that 12 vouchers were given out for both dogs and cats and the recipients were very appreciative. She said that they received additional grant funding from the McLean Foundation which she wanted to thank and Sara Reback who is on the McLean Foundation Board. She reported that she also received some other leads on funding at the last RREDC which they will be looking into.

Mayor Pro Tem Carter extended thanks to the Community Resource Center and the Rio Dell Volunteer Fire Department for sponsoring the Trunk & Treat Event at Fireman's Park on Halloween and said that it was a great community event.

Councilmember Orr commented that the Council heard from HCAOG on the unmet transit needs and said that the next HCAOG meeting will be a closed session.

Councilmember Wilson announced that the November HWMA board meeting was moved up a week to November 14<sup>th</sup> because of Thanksgiving and that the Board selected Beth Burks, formerly the Executive Director at HCAOG as their new Executive Director.

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Councilmember Woodall extended “get well” wishes to Rich Newman who was not able to attend the meeting.

Mayor Garnes asked if Council consensus was needed for Mayor Pro Tem’ Carter to attend the school board meeting and ask that the Davis St. Park item be placed on their agenda.

City Manager Knopp said that one option would be to formally appoint a liaison member to attend the School Board meetings or hold off for now and simply allow Mayor Pro Tem Carter to attend until the discussion becomes serious enough to appoint an Adhoc Committee related to potential purchase of the Davis St. Park.

**ADJOURNMENT**

A motion was made by Carter/Orr to adjourn the meeting at 7:20 p.m. to the November 19, 2024 regular meeting. Motion carried 5-0.

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

Attest:

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



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

November 19, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

THROUGH: Sunshine Kelly, Wastewater Superintendent

SUBJECT: Authorize the Proposal for One Time Evaluation with training for the Rio Dell Bio-Scru by BCR Environmental quoted cost of \$14,759.00.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize staff to proceed with the Proposal for One Time Evaluation for the Rio Dell Bio-Scru by BCR Environmental and schedule a visit.

BACKGROUND AND DISCUSSION

The City of Rio Dell is currently experiencing issues with the Bio-Scru, an onsite visit from BCR Environmental will include an evaluation of the City of Rio Dell's Bio-Scru operations, equipment and training. This onsite visit is recommended for current operators to understand the Bio-Scru and to have a better understanding of the equipment and for BCR Environmental to better understand how they can help the City of Rio Dells Bio-Scru equipment and processes. This knowledge will allow the City to continue to produce a Bio Solids A in accordance with State regulations and our NPDES Permit.

Staff are asking that the City Council authorize the quote of \$14,759.00 for the proposed onsite visit with training.

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Date: 11/14/2024

PREPARED FOR: Sunshine Kelly
Rio Dell Treatment Facility
475 Hilltop Drive
Rio Dell
California/Humboldt
95562

QUOTATION # N007780

RE: Proposal for One Time Inspection and training for the Rio-Dell Bio-Scru
Service Call #: SC006198 - Rio Dell Treatment Facility - 2024-11-07

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

Standard Quotation Details

Table with 2 columns: Quote Title, Summary/Scope of Work, Shipping Notes, Disclosure Notes. Contains details about the proposal for one-time inspection and training.

QUOTE TOTAL: \$14759.36

Acceptance of Quote # N007780

Signature: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_
Customer Purchase Order #: \_\_\_\_\_

BCR Representative: Beth Austin (with signature)
BCR Representative Email: Baustin@bcrcinc.com

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

## 1. TERMS AND CONDITIONS OF PURCHASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



DATE: November 19, 2024  
TO: Rio Dell City Council  
THROUGH: Kyle Knopp, City Manager  
FROM: Travis Sanborn, Finance Director  
SUBJECT: American Rescue Plan Act (ARPA) / State and Local Fiscal Recovery Funds (SLFRF) program funds allocation

IT IS RECOMMENDED THAT THE CITY COUNCIL:

- Review the proposed allocation of ARPA/SLFRF funds.
- Provide feedback or approve the proposed allocation.

BACKGROUND AND DISCUSSION

The City of Rio Dell received an allocation of \$801,152 under the ARPA/SLFRF program. Additionally, as of the most recent reporting period, the City has \$740,132 in unobligated SLFRF funds. Additionally, \$50,960 was been expensed to the Rio Dell Dog Park not included in the most recent report leaving \$689,172 in unobligated funds. It is crucial to note that any unobligated SLFRF funds must be returned to the Treasury by December 31, 2024, and will no longer be available for the community.

The current fiscal year 2024-2025 budget has allocated \$340,000 in ARPA/SLFRF funds as follows:

- **\$200,000:** Monument Road Repair (ongoing project)
- **\$140,000:** Open Space Facility (originally approved at the August 17, 2021 City Council meeting)

The remaining funds will be allocated as follows:

- **\$39,172:** Dog Park (to cover remaining expenses)
- **\$60,000:** Earthquake Infrastructure Damage
- **\$250,000:** Sewer Lateral Repair/Replacement Program Revolving Loan Fund

Importance of Obligating SLFRF Funds

State and local governments have until December 31, 2024, to obligate their SLFRF allocations. Failure to do so will result in the return of unobligated funds to the Treasury. It's essential to ensure that the City takes the necessary steps to obligate its full allocation.

Obligation of Funds

Obligation involves taking specific actions to ensure funds are used as intended, such as signing contracts or entering into subawards. Simply budgeting funds is not sufficient for the obligation.

Proposed American Rescue Plan Act (ARPA) / State and Local Fiscal Recovery Funds (SLFRF) Program Funds Allocation			
ACCOUNT	PROJ #	PROJECT NAME	ARPA-SLFRF (076)
<b>GENERAL FUND / STREETS PROJECTS</b>			
		Dog Park	39,172
		Earthquake Damage	60,000
		Monument Road Repair	200,000
		Open Space Facility	140,000
<b>WASTEWATER PROJECTS AND EQUIPMENT</b>			
		Sewer Lateral Repair/Replacement Program Revolving Loan Fund	250,000
<b>TOTAL ALL PROJECTS</b>			<b>689,172</b>



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November 19, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Authorize the City Manager to Execute an Agreement with Regional Government Services Authority in Coordination with the City Attorney for an Amount not to Exceed \$60,000

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to execute and agreement with Regional Government Services Authority in coordination with the City Attorney in an amount not to exceed \$60,000; or

Take no action.

BACKGROUND AND DISCUSSION

On November 5, 2024 the Council received a briefing from staff and representatives from RGS on a proposal for additional labor related services. The Council approved the development and return of an agreement related to these services for approval.

The City of Rio Dell is in need of professional services related to Human Resource activities of the organization. Historically the City has been resource constrained with the Human Resource functions of the organization spread out over multiple individuals in multiple departments. Over the years ongoing enhancements and amendments to MOU's, Resolutions and changes in the law have led to the current MOU's and Employee Handbook becoming more difficult to administer and understand by all parties and potentially noncompliant with current law. Additionally, the City will soon be undertaking labor negotiations with two bargaining groups and all management staff with new agreements anticipated to become active on July 1, 2025. It is anticipated that these negotiations will be more time intensive than in past years.

The proposal seeks to (1) develop a needs assessment and workplan, (2) review and revise city personnel policies and procedures and to (3) provide some generalized HR administration and consultation services between now and the conclusion of contract negotiations, anticipated by July of 2025, with access to these services ongoing afterwards.

Estimating the total cost of this agreement is difficult. The amount of time spent on labor negotiations is the result of multiple factors, some of which are outside of the control of

administration or the Council. The current estimate is \$60,000 however it is important to note that much of this cost will occur over the next 6-12 months due to the need to correct the deferred upkeep of the current structure. After a successful reset of the system, there could be savings in potential legal bills, misunderstandings, errors or other issues related to the current system. Once completed, the City intends to retain RGS in an ongoing capacity to help leverage their expertise to maintain policies and procedures in compliance with the law. Ongoing costs are expected to be significantly lower than the costs associated with the first year's reset.

The City's budget for the current fiscal year does not include an allocation for these services. If approved to proceed, staff will need to return with a budget adjustment to fund these services.

RGS is a California Joint Powers Authority (JPA) that serves to augment or otherwise bolster various local government services and operations during periods of change, transition or due to a lack of experienced talent in the local labor pool. All services would be remote.

As of the time of publication the agreement is still in draft format with minor changes from the City Attorney under review at RGS as well as insurance requirement verification with our risk provider under review. The agreement will not be signed until cleared by the City Attorney.

Attachments:

Draft Agreement

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REGIONAL GOVERNMENT SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

**RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes**

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

As a convenience, RGS offers DocuSign to digitally sign our Agreements, providing a secure and legally binding digital signature process that eliminates the need for printing and distribution of documents.

**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

**Our Values**

- Expert Services: RGS serves exclusively public sector agencies with its team of public-sector experts.
- Innovation: RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- Customer Driven: RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency’s unique organizational needs.
- Perseverance: Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- Open Source Sharing: RGS tracks emerging best practices and shares them, learning openly from each other’s hard-won experience.
- Commitment: Government agencies are the public’s only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS’ pledge to you is that we will act with honesty, openness, and full transparency.

**How RGS Does Business**

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency’s interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## Agreement for Management and Administrative Services

**This Agreement** for Management Services (“Agreement”) is made and entered into as of the **19** day of **November** 2024, by and between the **AGENCY**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

### RECITALS

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

### TERMS AND CONDITIONS

**Section 1. Services.** The services to be performed by RGS under this Agreement shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

## Section 2. Term of Agreement and Termination.

**2.1** Services shall commence on or about the Effective Date, and this Agreement is anticipated to remain in force to **November 19, 2024**, at which time services may continue on a month-to-month basis until one party terminates the Agreement or if Section 3 contains a “not to exceed” amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to-month basis, it shall automatically terminate upon the ninety-first (91<sup>st</sup>) continuous day with no billable service hours. After the ninety-first (91<sup>st</sup>) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.

**2.2** This Agreement may be terminated by either Party, with or without cause, upon 30 days’ written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory and/or RGS has not resolved the performance issues to the satisfaction of the Agency, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of the Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

**Section 3. Compensation.** Payment for services under this Agreement shall not exceed **\$60,000** and shall be as provided in the **Exhibits**.

**Section 4. Effective Date.** This Agreement shall become effective on the date first herein above written.

**Section 5. Relationship of Parties.**

**5.1** It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

**5.1.1** Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.

**5.1.2** Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

- 5.1.3** In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.
- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency’s objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).
- 5.4** RGS employees may require access to Agency’s computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** The provisions of this Agreement are not intended to create, nor shall they in way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.
- 5.7** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker’s compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. General Liability Coverage.** RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

**61 Workers' Compensation Coverage.**

- 6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.
- 6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

**62 Commercial General, Automobile, and Professional Liability Coverages.**

- 6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.
- 6.2.2 Minimum scope of coverage.** RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**63 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

**64 All Policies Requirements.**

- 6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:
  - a.** Agency and its officers, employees, and agents, shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
  - b.** An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and agents.
  - c.** All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

- 6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.
- 6.4.3 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements are to be signed by a person authorized to bind coverage on its behalf. Agency reserves the right to require complete, certified copies coverage at any time.
- 6.4.4 Subcontractors.** RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.5 Variation.** During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.
- 6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.
- 6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.
- 6.4.8 Notice of Cancellation or Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage.

## **Section 7. Legal Requirements.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any

subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.5 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

## **Section 8. Keeping and Status of Records.**

- 81 Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 82 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.
- 83 RGS Books and Records.** RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements

charged to Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

**84** **Inspection and Audit of Records.** Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

**Section 9. Non-assignment.** This Agreement is not assignable either in whole or in part without the written consent of the other party.

**Section 10. Amendments.** This Agreement may only be amended or modified by written Amendment signed by both Parties.

**Section 11. Validity.** The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**Section 12. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. Venue/Attorneys' Fees.** Any suit or action initiated by either party shall be brought in Alameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

**Section 14. Mediation.** Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

**Section 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

**Section 16. Entire Agreement.** This Agreement, including the **Exhibits**, comprises the entire Agreement.

## Section 17. Indemnification.

### 17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to reasonable attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

### Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$ \_\_\_\_\_.

### 17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill RGS, its employees or agents have used in the performance of the duties delegated to them under this Agreement or is otherwise subject to RGS' obligation to indemnify Agency pursuant to Section 17.1 of this Agreement, above, in which case RGS shall indemnify Agency;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

**17.3 Obligations and indemnity related to defined benefit retirement plan participation.**

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

**Agency:** City of Rio Dell  
675 Wildwood Avenue  
Rio Dell, CA 95562

**Email:** knoppk@cityofriodell.ca.gov

**RGS:** Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. In accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7, the Parties agree that this Agreement may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: \_\_\_\_\_

**Agency**

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

Kyle Knopp, City Manager

DATED: \_\_\_\_\_

**Regional Government Services Authority**

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

Sophia Selivanoff, Executive Director

## Exhibit A

### **Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree adjustments to the hourly bill rate shown below for "RGS Staff" will be made on July 1 of each year, when RGS' hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) ("CPI") for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS' Direct Costs.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency are not included in the hourly bill rate and, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days' advance written notice.

### **Payment Process/Address. RGS prefers invoices be paid electronically.**

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGS Accounting Manager  
(650) 587-7300X12 | [lrice@rgs.ca.gov](mailto:lrice@rgs.ca.gov)

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

**AGENCY CONTACTS**

**Agency Billing Contact.** Invoices are sent electronically to: [Sanbornt@cityofriodell.ca.gov](mailto:Sanbornt@cityofriodell.ca.gov); [Farleyj@cityofriodell.ca.gov](mailto:Farleyj@cityofriodell.ca.gov); [Knoppk@cityofriodell.ca.gov](mailto:Knoppk@cityofriodell.ca.gov)

NAME	EMAIL

**Agency Insurance Contact. Karen Dunham, City Clerk. [Dunhamk@cityofriodell.ca.gov](mailto:Dunhamk@cityofriodell.ca.gov)**

**City Clerk**  
**675 Wildwood Avenue**  
**Rio Dell, CA 95562**

NAME	EMAIL

**RGS STAFF RATES**

TITLE	HOURLY RATE*
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

*\*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.*

**Exhibit B**

**Scope of Services.** Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall perform the functions as described below:

- Perform the functions as assigned by the RGS lead advisor.
- Be reasonably available to perform the services during the normal work week.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency project manager and with the RGS lead.
- Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
- Perform related work as required as approved by the RGS lead advisor.
- Such employee may perform services at Agency offices available or at other locations.

## RIO DELL SCOPE OF HUMAN RESOURCES SERVICES

Provide as needed human resources consulting services. Consulting services include implementation of work on identified priority projects, and also include the following activities as needed:

- 1.1. Provide professional advice regarding best practice to facilitate the effective and compliant administration of personnel rules, human resources related policies and practices, and payroll practices.
- 1.2. Provide professional guidance and assistance to staff in the areas of performance management, training development, compensation, and benefits.
- 1.3. Draft specific documentation relevant to resolving a range of human resources issues; coach managers as needed on effective actions and communications to achieve resolution; coach supervisors on conducting sensitive personnel conversations.
- 1.4. Development and coordination of recruitments.
- 1.5. Review and administer payroll processes and practices to ensure compliance with state and federal laws and best practices.
- 1.6. Benefit review and analyze of administration; assist with benefit administration.
- 1.7. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
- 1.8. Draft required communications, including administrative policies, procedures, forms and templates as needed to develop an effective and compliant system of human resources management practices and transactions.
- 1.9. Review of classification descriptions and FLSA designation and recommend updates as needed.
- 1.10. Conduct salary surveys of comparable agencies.
- 1.11. Coordinate and assist with leave management, including but not limited to workers' compensation, medical leaves, and reasonable accommodation.
- 1.12. As requested, assist with employee/employer relations; assist with labor negotiations
- 1.13. Update HR systems documentation for current best practices.
- 1.14. Review of the occupational safety policies, resources and administrative systems to ensure legal compliance and best practices.
- 1.15. Manage the employee relations program and policies to ensure effective supervisory practices, advise and collaborate with managers and supervisors to utilize employee relations best practice strategies, assists with problem solving, and the facilitation of conflict resolution.
- 1.16. Conduct a comprehensive review and revision of the personnel policies and procedures to ensure compliance with applicable laws, reflect best practices, and align with memorandums of understanding and the agency's operational needs.
- 1.17. Respond to grievances and assist managers and supervisors in administering disciplinary actions.

- 1.18. Monitor changes in laws, regulations and technology that may affect the human resources function; implement policy and procedural changes as required.
- 1.19. Lead and manage all aspects of negotiations with bargaining units.
- 1.20. Conduct assessment of existing human resources management practices and systems and develop a prioritized work plan to ensure efficiency and compliance with mandated employment regulations.

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

Ref#	Date	Vendor	Description	Amount
13531	10/02/2024	[6038] ACCURATE TERMITE & PEST SOLUTIONS	Commerical Pest and Rodent Control - 675 Wildwood	135.00
13532	10/02/2024	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR SEPTEMBER 2024 - City Hall & COPIER CHARGES FOR SEPTEMBER 2024 - PD	683.21
13533	10/02/2024	[3975] AT&T - 5709	FAX LINE EXPENSES FOR SEPTEMBER 2024 - PD, FAX LINE EXPENSES FOR SEPTEMBER 2024 - City Hall	69.24
13534	10/02/2024	[7814] DYLAN M BURLEY	Evidence and Property Training (Advance)	154.69
13535	10/02/2024	[2293] CITY OF FORTUNA	Police Dispatch for October 2024	8,483.33
13536	10/02/2024	[5790] COMBS, GLENN JR.	CUSTOMER DEPOSIT REFUND	300.00
13537	10/02/2024	[7483] EARLEY, AMBER	CUSTOMER DEPOSIT REFUND	300.00
13538	10/02/2024	[2385] EUREKA READYMIX	20.42 Tons 3/4 Base Class 2 PU, 19.33 Tons Sand PU	742.28
13539	10/02/2024	[2386] EUREKA RUBBER STAMP CO.	2x10 and 3/4x4 Name Plates	48.90
13540	10/02/2024	[4855] FRESHWATER ENVIRONMENTAL SERVICES	Category - Cross Connection Control Regulations	3,708.00
13541	10/02/2024	[5052] GHD, INC	Professional Services: PW Rio Dell Water Distribution System Improvement Project, Professional Services Rendered Through 7/27/2024: PW Rio Dell Water Distribution System Improvement Project, Professional Services Rendered Through 9/28/2024: Rio Dell Water System WebGIS	42,817.30
13542	10/02/2024	[7057] JOHNSON, JACOB	CUSTOMER DEPOSIT REFUND	155.89
13543	10/02/2024	[2569] MICROBAC LABORATORIES, INC.	Aqueous Sample Digestion, ELAP Certification Fee, Haloacetic Acids, ICP-OES Metals, Nitrate and/or Nitrite, Nitrogen - Total Kjeldahl, Organochlorine Pesticides and PCBs, THM by EPA 624, Total Dissolved Solids,	1,635.00
13544	10/02/2024	[2551] MIRANDA'S ANIMAL RESCUE	Animal Control for September 2024	1,900.00
13545	10/02/2024	[7846] MISCowater	V-Belt, Filter Fleece, Omega Blower Synthetic Oil	1,707.38
13546	10/02/2024	[3006] MISSION LINEN SUPPLY, INC	Paper Towels, Clean Mop Head, Towel, Maintenance & Cleaning of PW Shirts, Clean Mop Head, Paper Towels, 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	317.32
13547	10/02/2024	[6364] MUNIQUIP, LLC	Grundfos	7,295.27
13548	10/02/2024	[5934] NORTH COAST JOURNAL, INC	Employment Ad - Water Treatment Operator, Employment Ad - Water Treatment Operator, Employment Ad - Water Treatment Operator	255.00
13549	10/02/2024	[6100] NORTHERN CALIFORNIA GLOVE	Gloves, Jacket, Gloves	447.83
13550	10/02/2024	[6943] PACE SUPPLY CORP	Channel Clamp, Nipple, Check Valve, Bolt Set, Angle Ball Meter Valve, Angle Ball Valve, Flanges, Bolt Sets	2,220
13551	10/02/2024	[6349] RECOLOGY EEL RIVER	Sept '24 Trash Bags	80
13552	10/02/2024	[2657] RIO DELL EMPLOYEES ASSOC	EMPLOYEE DUES FOR QUARTER ENDING 9/30/2024	148
3	10/02/2024	[2659] RIO DELL PETTY CASH	Windshield Wash and Envelopes for Dropbox	9

Section F, Item 5.

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

Ref#	Date	Vendor	Description	Amount
13554	10/02/2024	[2682] SMALL CITIES ORGANIZED RISK EFFORT (SCORE)	Remaining Premium on ACIP Crime, 2nd Quarter Premium for Worker's Comp Insurance	32,660.17
13555	10/02/2024	[7185] STAPLES ADVANTAGE	Return Addressed #10 Windowless Envelopes (1000)	277.90
13556	10/02/2024	[7585] SWEAT PANDA FORTUNA, LLC	Unlimited Month to Month Membership w/Auto Renew	159.00
13557	10/02/2024	[2750] USA BLUEBOOK	Tube Assembly	134.40
13558	10/02/2024	[3917] VERIZON WIRELESS	Safety Phones PD & PW (& Mayor): August 17- September 16	697.22
13559	10/02/2024	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR OCTOBER 2024	77.27
13560	10/02/2024	[2772] WENDT CONSTRUCTION, INC	Hauling Gravel & Sand to Crop Yard	480.00
13561	10/09/2024	[0576] 101 AUTO PARTS	Mats/Pads, Miracle Wipes	260.93
13562	10/09/2024	[4109] ACCESS HUMBOLDT	3rd Quarter fee Ending 9/30/2024	270.00
13563	10/09/2024	[4603] CA BUILDING STANDARDS COMMISSION	PERMIT ASSESSMENT FEES FOR JULY THROUGH SEPTEMBER 2024	36.90
13564	10/09/2024	[1437] DEBBIE CHISUM	Refund Check Overpayment on Residential Rental Housing Registration Fee;	30.00
13565	10/09/2024	[2293] CITY OF FORTUNA	Error on Form: was \$15 Annual per Unit Actually is per Parcel LAB TESTING -COLIFORM QUANTI-TRAY; BOD; TSS/MLSS; COLIFORM PA; COLIFORM 3X5	2,022.50
13566	10/09/2024	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 10/4/24	60.00
13567	10/09/2024	[2342] DEPT OF CONSERVATION DIVISION OF ADMIN.	STRONG MOTION INSTRUMENTATION & SEISMIC HAZARD MAPPING FEE FOR JULY THROUGH SEPTEMBER	130.65
13568	10/09/2024	[5568] DIVISION OF THE STATE ARCHITECT	DISABILITY ACCESS & EDUCATION FEES FOR JULY THROUGH SEPT 2024	28.50
13569	10/09/2024	[2405] FORTUNA ACE HARDWARE	Dawn, Graphite	32.70
13570	10/09/2024	[1664] LINDA FREITAS (1)	Refund Check Overpayment on Residential Rental Housing Registration Fee; Error on Form: was \$15 Annual per Unit Actually is per Parcel	15.00
13571	10/09/2024	[5052] GHD, INC	Professional Services Rendered Through 9/28/2024: PW-Rio Dell Pedestrian Connectivity Improvement, Professional Services Rendered Through 9/28/2024: PW Rio Dell Eel River Trail, Professional Services Rendered Through 9/28/2024: Rio Dell Eel River Crossing Pipeline Seismic Retrofit Project, Professional Services Rendered Through 9/28/2024: Rio Dell City - Enginerr Services, Professional Services Rendered Through 9/28/2024: Rio Dell Painter Line Sewer Upsizing	41,522.99
13572	10/09/2024	[6376] HANSON, RORY	Refund Check Overpayment on Residential Rental Housing Registration Fee;	75.00
13573	10/09/2024	[6410] HUMBOLDT LODGING ALLIANCE	Error on Form: was \$15 Annual per Unit Actually is per Parcel	216
13574	10/09/2024	[6414] HUMBOLDT VETERINARY MEDICAL GROUP	HCTBID TOT Assessment Tax Fee Report Form July - Sept 2024	30
13575	10/09/2024	[6998] MAD RIVER COMMUNITY HOSPITAL	Cat Euthanasia Skin Test TB, Urine Drug Test	148

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

Ref#	Date	Vendor	Description	Amount
13576	10/09/2024	[7721] NORTON, NICOLE (RENTALS)	Refund Check Overpayment on Residential Rental Housing Registration Fee; Error on Form: was \$15 Annual per Unit Actually is per Parcel	15.00
13577	10/09/2024	[6943] PACE SUPPLY CORP	Nipple, Valve	1,502.59
13578	10/09/2024	[7850] PERFORMA LABS, INC.	Strategic Communications Course x2	150.00
13579	10/09/2024	[7716] RESTORATION FIRST RESPONDER NETWORK	Monthly Contracted Rate - for Therapy	315.38
13580	10/09/2024	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR OCTOMBER 2024	153.00
13581	10/09/2024	[2719] STATE WATER RESOURCES CONTROL BD	Water Distribution Operator - Grade D2 Exam	65.00
13582	10/09/2024	[2724] STATE WATER RESOURCES CONTROL BOARD	Clean Water State Revolving Fund; Financing Agreement Contract #11837; Project #7401-110	302,933.39
13583	10/09/2024	[2715] STEWART TELECOMMUNICATION	Phone Lines PD - Nov 2024, Phone Lines City Hall - November 2024	557.95
13584	10/09/2024	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR SEPTEMBER 2024, LEGAL SERVICES FOR SEPTEMBER 2024, LEGAL SERVICES FOR SEPTEMBER 2024	3,284.00
13585	10/09/2024	[4595] JEFF TSARNAS	Refund Check Overpayment on Residential Rental Housing Registration Fee; Error on Form: was \$15 Annual per Unit Actually is per Parcel	15.00
13586	10/09/2024	[2750] USA BLUEBOOK	Line Puller Kit	1,485.47
13587	10/09/2024	[2787] WYCKOFF'S	Valve, Union, Tee, Coupling, Union, Valve, Tee, Shallow Channel Strut, Mapp Gas, Valve, Tee, Coupling	178.65
13588	10/15/2024	[6038] ACCURATE TERMITE & PEST SOLUTIONS	Commercial Pest Control Services - 475 Hilltop, Commercial Pest & Rodent Control - 675 Wildwood	355.00
13589	10/15/2024	[2224] AQUA BEN CORPORATION	Hydrofloc 851 275 gal tote	3,090.68
13590	10/15/2024	[0743] SANDRA CARSON	CREDIT REFUND	70.51
13591	10/15/2024	[7852] CSG CONSULTANTS	Franchise Agreement Analysis/Negotiation Assistance	3,300.00
13592	10/15/2024	[5726] DELGADO, JUAN PEDRO	CUSTOMER DEPOSIT REFUND	173.64
13593	10/15/2024	[6879] ELWAY CONSTRUCTION	Contract Deposit, Start Job, Demolition and Set Jacks	16,000.00
13594	10/15/2024	[2405] FORTUNA ACE HARDWARE	Markers, Shovel, Bend a Board	461.68
13595	10/15/2024	[6930] GALLAGHER BENEFITS SERVICES, INC.	Milestone #1 Invoice: Upon Execution of Contract	9,940.00
13596	10/15/2024	[6486] GREEN TO GOLD ENTERPRISES LLC	Wasp & Hornet Killer	6.35
13597	10/15/2024	[4099] HARPER MOTORS	Dump Truck Repairs	3,475.12
13598	10/15/2024	[3462] ITRON	Software Maintenance and Other 11/1/24-10/31/25	2,775.08
13599	10/15/2024	[7475] LEAF CAPITAL FUNDING LLC	Lease of Kyocera TA 308ci Copier System	242.78
13600	10/15/2024	[2569] MICROBAC LABORATORIES, INC.	ELAP Certification Fee, Haloacetic Acids, Trihalomethanes	610
13601	10/15/2024	[3006] MISSION LINEN SUPPLY, INC	Maintenance & Cleaning of PW Shirts, Clean Mop Head	54
13602	10/15/2024	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR NOVEMBER 2024	3,240
13603	10/15/2024	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserves on 10/11/2024	400

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

Ref#	Date	Vendor	Description	Amount
13604	10/15/2024	[7728] RCAA - NATURAL RESOURCES SERVICES	Rio Dell Eel River Trail Outreach & Education	8,265.16
13605	10/15/2024	[6469] RH CONSTRUCTION	762 Rigby Ave Earthquake Rebuild	108,650.00
13606	10/15/2024	[2693] SHELTON'S AUTO LUBE	Oil Change '17 Ford Taurus	106.00
13607	10/15/2024	[7726] VANWYCK, JOZEF	DEPOSIT REFUND-JOZEF VANWYCK	54.82
13608	10/15/2024	[2772] WENDT CONSTRUCTION, INC	Roadside Mower, Haul Chips for Dog Park	1,318.75
13609	10/22/2024	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 10/18/2024	60.00
13610	10/22/2024	[2691] HUMBOLDT SENIOR RESOURCE CENTER/ADULT DAY HEALTH, INC	Senior Home Repair Grant Program	75.21
13611	10/22/2024	[6606] JACKEREAS, ALYSSA & KOONTZ, JONATHAN	CUSTOMER DEPOSIT REFUND	46.64
13612	10/22/2024	[5613] KELLY-O'HERN ASSOCIATES	Painter Street Sewer Line Upsizing	9,982.50
13613	10/22/2024	[7220] LARRY WALKER ASSOCIATES, INC.	Assistance During NPDES Permit Reissuance	127.75
13614	10/22/2024	[5547] WAHLUND CONSTRUCTION, INC./SEQUOIA CONSTRUCTION SPECIALTIES	Drinking Water Infrastructure Improvement Project	263,310.00
13615	10/22/2024	[2787] WYCKOFF'S	Valve and Tees	38.93
13616	10/25/2024	[2719] STATE WATER RESOURCES CONTROL BD	Water Distribution Operator Certification Renewal - Grade D2	160.00
13617	10/29/2024	[5750] AERO-MOD	Tubing	152.11
13618	10/29/2024	[7814] DYLAN M BURLEY	Evidence and Property Training (2nd Installment)	51.56
13619	10/29/2024	[2105] KAREN L DUNHAM	Reimbursement - Travel SCORE (Anderson)	333.72
13620	10/29/2024	[2405] FORTUNA ACE HARDWARE	Bend a Board	151.88
13621	10/29/2024	[4780] HUMBOLDT COUNTY PLANNING DIVISION	Earthquake Assistance	6,793.42
13622	10/29/2024	[2474] HUMMEL TIRE & WHEEL, INC	Tire Change on '03 Ford F-350	876.12
13623	10/29/2024	[2501] KEENAN SUPPLY	Krausz	754.70
13624	10/29/2024	[7792] LOZIER OIL COMPANY	Paratherm NF 55g	3,537.42
13625	10/29/2024	[6998] MAD RIVER COMMUNITY HOSPITAL	Rapid Urine Drug Screen, Police Academy Physical Exam, Color Vision, Audiogram Air & Bone, Skin Test TB, EKG Stress Test	571.83
13626	10/29/2024	[7195] METER, VALVE & CONTROL, Inc	HR-E Encoder Register, HR-E Encoder Registers	4,770.07
13627	10/29/2024	[2569] MICROBAC LABORATORIES, INC.	1,2,3-Trichloropropane; Alkalinity & Anions; Anions by Ion Chromatography; Apparent Color; Drinking Water Digestion; ELAP Certification Fee; ICP-OES Metals; Nitrate and/or Nitrite; Perchlorate; Surfactants-MBAS; Turbidity, Coliform Presence/Absence, Coliform Quanti-tray, ELAP Certification Fee, Total Coliform Bacteria 3x5	1,291.00
13628	10/29/2024	[6943] PACE SUPPLY CORP	Pipe	2,374
13629	10/29/2024	[2665] RIO DELL FIRE PROTECTION DISTRICT	City of Rio Dell Portion of Surveillance System @ Fireman's Park	2,300
13630	10/29/2024	[4570] SHRED AWARE	Shredding	76
	10/29/2024	[7185] STAPLES ADVANTAGE	Drum, Calculator Tape, Post-Its, Thumb Drives	232

Section F, Item 5.

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

Ref#	Date	Vendor	Description	Amount
13632	10/29/2024	[2719] STATE WATER RESOURCES CONTROL BD	Water Distribution Operator Certification Renewal - Grade D2	60.00
13633	10/29/2024	[7585] SWEAT PANDA FORTUNA, LLC	Unlimited Month to Month Membership w/Auto Renew	159.00
13634	10/29/2024	[6373] THATCHER COMPANY, INC.	Sodium Bisulfite 25% - 275 G Tote, Deposit	1,171.74
13635	10/29/2024	[2750] USA BLUEBOOK	Membrane Cap Kit	164.64
13636	10/29/2024	[3917] VERIZON WIRELESS	Safety Phones PD & PW (& Mayor): September 17- October 16	697.33
13637	10/29/2024	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR NOVEMBER 2024	391.07
13638	10/29/2024	[2787] WYCKOFF'S	Rod, Nuts, Fittings	42.35
<b>Total Checks/Deposits</b>				<b>926,979.66</b>

Ref#	Date	Vendor	Description	Amount
792225	10/04/2024	ELECTRONIC FUNDS TRANSFER	EFT: AFLAC DENTAL INSURANCE FOR OCTOBER FY2024-2025	-116.22
8352029	10/07/2024	ELECTRONIC FUNDS TRANSFER	EFT: OPTIMUM PUBLIC WORKS PAYMENT FOR OCT 2024.	-209.05
191331	10/08/2024	ELECTRONIC FUNDS TRANSFER	EFT: WEXBANK/SHELL FUEL CO PAYMENT - SEPT/OCT FY2024-25	-2,712.19
1350492	10/08/2024	ELECTRONIC FUNDS TRANSFER	EFT: FIBER OPTIMUM BILL - OCT 2024. SPLIT W/P.D & ADMIN.	-900.00
9837372	10/08/2024	ELECTRONIC FUNDS TRANSFER	EFT: ALLIED ADMIN-DELTA DENTAL PAYMENT FOR NOV 2024.	-2,227.05
6483289	10/08/2024	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 10/04/2024	-10,538.34
9837378	10/11/2024	ELECTRONIC FUNDS TRANSFER	EFT: PG&E PAYMENT FOR SEPTEMBER 2024. FY2024-2025	-27,194.36
986-640	10/15/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/04/2024	-3,247.89
2063616	10/15/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 10/04/2024	-17,196.64
9837376	10/16/2024	ELECTRONIC FUNDS TRANSFER	EFT: Bank of America Credit Card For SEPT/OCT 2024.	-7,489.66
2094	10/17/2024	WITHDRAWALS	DEPOSITED ITEM RETURNED	-158.53
9837375	10/17/2024	ELECTRONIC FUNDS TRANSFER	EFT: BENEFIT BRIDGE/AGENCY COALITION PAYMENT - NOV 2024.	-29,705.04
9837373	10/21/2024	ELECTRONIC FUNDS TRANSFER	EFT: DEARBORN LIFE INSURANCE PAYMENT FOR NOVEMBER 2024.	-420.55
DUP PAYMENT	10/21/2024	ELECTRONIC FUNDS TRANSFER	EFT: DEARBORN LIFE INS REFUND NOV 2024. DUPLICATE PAYMENT	-420.55
6615536	10/22/2024	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT FOR PPE 10/18/2024	-10,381
9837374	10/22/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR VSP INSURANCE ONLINE PAYMENT FOR NOVEMBER 2024	-399
918191	10/24/2024	ELECTRONIC FUNDS TRANSFER	EFT: AFLAC INSURANCE PAYMENT FOR OCT 2024. FY2024-2025	-1,100
9837377	10/24/2024	ELECTRONIC FUNDS TRANSFER	EFT: PG&E PAYMENT - SEPT 2024 for Northwestern Street Lights	-50
56	10/28/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 10/18/2024	-3,170

Section F, Item 5.

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

Ref#	Date	Vendor	Description	Amount
4854388	10/28/2024	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 10/18/2024	-16,992.86
E-CHECK	10/29/2024	WITHDRAWALS	DEPOSITED ITEM RETURNED	-400.00
9837382	10/31/2024	WITHDRAWALS	ANALYSIS SERVICE CHARGE FOR OCTOBER 2024	-267.01
<b>Total EFT's/Bank Withdrawals</b>				<b>-135,299.10</b>

Ref#	Date	Vendor	Description	Amount
TRX TO GEN	10/17/2024	TRANSFER FROM CDBG TO GENERAL CHECK ACCOUNT	TRANSFER TO GENERAL FUND FOR RIDENOUR (0311) & SANDERS (0314) CDBG PROJECT EXPENDITURES. OCTOBER 2024.	124,650.00
TRX TO PR	10/10/2024	TRANSFER FROM GEN CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 10/04/2024	-44,180.60
TRX TO PR	10/18/2024	TRANSFER FROM GEN CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 10/18/2024	-44,114.19
TRX TO GEN	10/01/2024	TRANSFER FROM CDBG TO GENERAL CHECK ACCOUNT	TRANSFER YEAR END CDBG EXPENDITURES TO GEN CHECKING ACCT.	14,294.00
TRX TO CDBG	10/01/2024	TRANSFER FROM GEN CHECK TO CDBG ACCOUNT	TRANSFER YEAR END CDBG PI FROM GEN CHECK ACCT TO CDBG ACCT.	-99,492.29
<b>Total Transfer Between Accounts</b>				<b>-48,843.08</b>

Ref#	Date	Vendor	Description	Amount
9837383	10/14/2024	WITHDRAWALS	DEBIT CARD CHARGES - WEB DESIGN ADA WIDGETS FOR CORD WEBSITE.	-490.00
9837379	10/29/2024	WITHDRAWALS	DEBIT CARD FOR POSTAGE TO MAIL U/B BILLS FOR OCTOBER 2024	-548.87
<b>Total Debit Card Withdrawals</b>				<b>-1,038.87</b>



## Staff Highlights – 2024-11-19

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### City Council

#### City Manager

Wastewater Collection system camera inspections (CCTV) is currently underway. Some immediate and easily correctible Inflow & Infiltration (I&I) sources have been identified and staff will be preparing to take action on those items as soon as possible.

Met with regulators from the Water Board related to the City's Wastewater permit under the National Pollutant Discharge Elimination System (NPDES) permit. Concerns remain about the timeline to mitigate I&I and increase the capacity of the collection system to direct the materials to the wastewater plant without overflow.

Staff is waiting to receive briefing material from CalTrans on the latest design for the northbound US 101 bridge, related to non-motor traffic. Questions were raised at the last City Council meeting regarding the design. Once received, the material will be distributed to the Council.

An agenda item related to commercial truck parking on Wildwood Avenue will be discussed at Wednesday's Nuisance Advisory Committee at 3:00pm. The City Manager is also calling for a Traffic Committee meeting on December 4<sup>th</sup> at 4:00pm centered on the same topic.

At the request of CalTrans, staff is collecting information regarding the bridge at Grayland Heights and South Sequoia Avenue as part of the State's effort to evaluate local bridge seismic safety. Not many records exist and it is not clear at this time whether the bridge was ever accepted into the City's road system when the area was annexed.

Staff will be meeting this week to kickoff solid waste franchise agreement discussions with Recology Eel River. The current agreement expires at the end of 2026.

#### City Clerk

Processed Four (4) Building Permit Applications:

1185 Riverside Dr. – Re-Roof Residence  
158 Wildwood Ave. – Partial Re-Roof  
353 First Ave. – Sewer Lateral & Cleanout  
4 Painter St. – Replace 2 Windows



Processed One (1) Encroachment Permit Application:

Heryford Electric – Undergrounding of Overhead Coax and Fiber - Eeloa across 101 to River St.

Misc:

Submitted CHF/CIRB Building Permit Report for October

Submitted Department of Labor Employee Data Report for November

Submitted 3<sup>rd</sup> Quarter Building Permit Report to County Assessor

Responded to SAC Wireless Public Records Request

Submitted SCORE CJPRMA Excess Liability Renewal Application for FY 2025-26

Responded to North Valley Business Systems Public Records Request

### **City Attorney**

### **Human Resources, Risk & Training**

### **Finance Department**

Working with JJA CPA on City of Rio Dell FY 2023-2024 Annual Audit fieldwork

Working with Anderson, Lucas, Somerville & Borges, LLP on Annual TDA Audit

Submitted annual reporting for Rio Dell Police Department Officer Wellness Grant

Updated Earthquake Fund to distribute reimbursements to appropriate funds

Updating allocations disbursement for ARPA/SLFRF Fund

Work with NorCal Pipeline Services issuing DIR number

Updated Budget per Res. 1626-2024 to account for the OM Industries Sludge Dryer work approved in the previous fiscal year.

Working with RCAC to process invoices for the construction component of the CIP Water Project. Reimbursement received for latest Clean California Gateway Eel River Trail Grant invoice.

Worked with Cannabis business' ensuring taxes are paid.

Working with State Waterboards gathering financial information and required documentation for Water Infrastructure Improvement project



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.

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**

**Public Works Wastewater**

**Public Works Streets, Buildings and Grounds**

**Public Works City Engineer**

**Public Works Capital Projects**

**Police Department**

**Community Development Department**

Final Inspection 174 First Ave

Framing, rough electric, plumbing and insulation 186 Ogle Ave

Final Inspection 127 Berkeley Street

Review NOLLA documents for Wendt/Studebaker LLA. Email comments/questions to Surveyor, Wally Wright.

Drywall inspection 186 Ogle Ave

Violation Letter 210 Wildwood Ave – Mini-Split HVAC unit w/o permits

Attend virtual California Funding Fair

Prepare NOFA NEPA document for Second and Pacific Avenues PTA grant application

Work on 2024 NOFA PTA grant application for Second and Pacific Avenues

Review municipal code and vehicle code re: parking commercial (big rigs) on Wildwood Ave

Foundation forms inspection 4 Painter Street

Foundation forms inspection 177 Belleview Ave



Work on Dog Park Phase II RFP

Discussions with City of Fortuna Community Development Director and Building Inspector

Meeting with Mayor and City Manager regarding CALFIRE project. Reach out to DGS requesting update on project.

Correspondence with the RWQCB regarding 255 Wildwood Ave and 1395 Eeloa Ave

Contact AT&T regarding the relocation of facilities on pole

Prepare and send out RHIP second letter regarding registration of properties. Filed a number of calls and in-office inquiries

Attend monthly update meeting with CDBG staff, County staff regarding updates on projects

Reach out to Glenn White regarding permit requirements, Design Review for alterations to the cargo containers

Reach out to Penfold Engineering regarding plans/calculations for the Grayland Heights bridge

Foundation inspection 423 Painter Street

Framing, firewall inspection 729 Rigby Avenue

Violation Letter 209 Second Ave, accessory shed within setbacks and City sewer easement (over manhole).

### **Intergovernmental**

### **Humboldt-Rio Dell Business Park**



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

November 19, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Appoint Ad Hoc Committee of Councilmembers Woodall and Carter on the Subject of the Davis Street Park and Rio Dell School District.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Appoint Councilmembers Woodall and Carter to Ad Hoc Committee on the subject of the Davis Street Park and Rio Dell School District; or

Appoint other members or otherwise provide direction to staff.

BACKGROUND AND DISCUSSION

Councilmembers Carter and Woodall have been attending recent meetings of the Rio Dell School District and the topic of a new plan for the Davis Street Park has gained attention. The Davis Street Park is currently owned by the School District who may be interested in the surplus or selling of the property for future community use as a more formal public park facility.

This appointment will formalize the City team to work with the District's Ad Hoc on the subject.

///



*Rio Dell City Hall  
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(707) 764-3532  
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November 19, 2024

TO: Rio Dell City Council  
FROM: Kyle Knopp, City Manager  
SUBJECT: Artist Selection for Eel River Trail Art Space

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Ratify the selection of Artist Blake Reagan for the community art installation.

BACKGROUND AND DISCUSSION

On Saturday, November 9<sup>th</sup> and Tuesday, November 12<sup>th</sup> of 2024, community voting sessions were held at Rio Dell City Hall for the selection of the artist for the Eel River Trail community art installation. A special thanks goes out to Mayor Debra Garnes, Mayor Pro Tem Amanda Carter and Councilmember Julie Woodall for volunteering to staff the vote submission periods. A total of 13 artist submissions were provided.

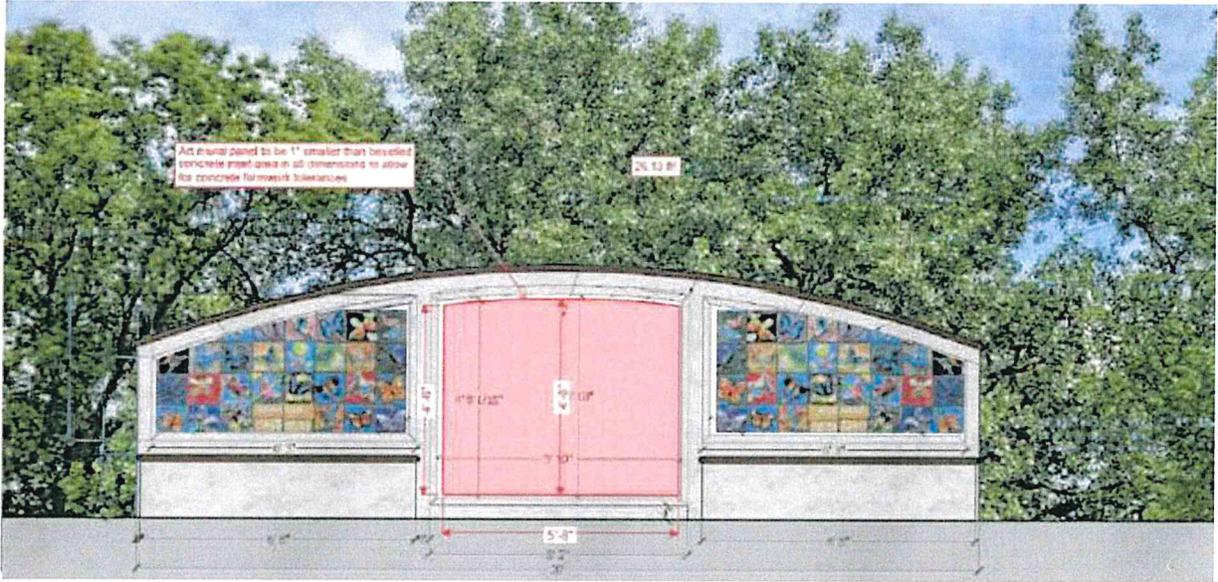
Area artist Blake Reagan was the overall pick from 38 total voters. Mr. Reagan was followed closely by Kim Reid and Laci Dane. Mr. Reagan recently painted the owl mural on the corner of Monument and Wildwood Avenue in Rio Dell.

Attached is the vote sheet and the top three selections resulting from the vote.

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11/13/24 Art Contest vote count

	1	2	3	
Lizzy Boak	0	0	2	
Lindsay Bryant	4	3	2	
* <u>Laci Dane</u>	4	4	6	16
Mir De Silva	4 <del>B</del>	1	2	
Ben Goufert	3	2	2	
Margaret Kellermann	1	1	0	
Erielle Laniewski	0	0	2	
Sierra Loucks	1	6	3	
Jose Moreno	4	2	6	
* <u>Blake Reagan</u>	6	9	2	17
* <u>Kimi Reed</u>	6	5	4	15
Gina Tuzzi	2	5	4	
Lisa	1	0	1	
	<u>30</u>	<u>30</u>	<u>30</u>	



# EEL RIVER TRAIL: COMMUNITY ART INSTALLATION TRAILHEAD ART SPACE

# Blake Reagan

Sample Art:



# Blake Reagan

## Vision for Art Space:

I want display the song of the Smith Longspur bird through waves of gradient energy. The background will be the eel river valley, and feature a river meandering through it. There will be some redwood needles and a branch the bird is sitting on. I would use a digital image unless painting on said surface with acrylic mural paint.

## Vision for Youth Art Space:

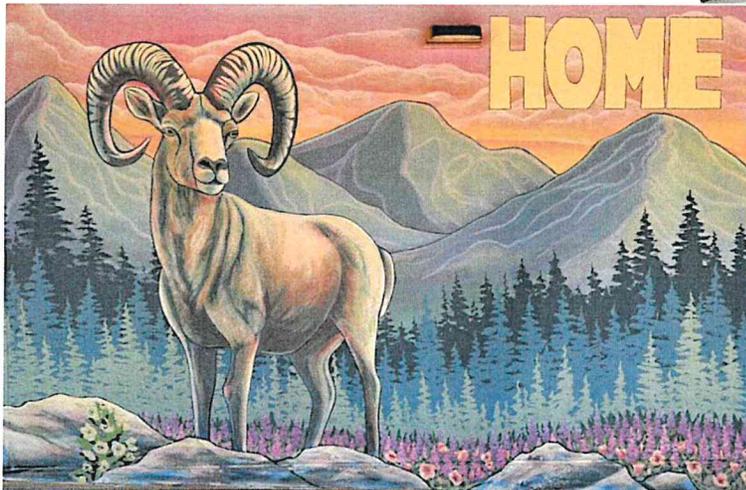
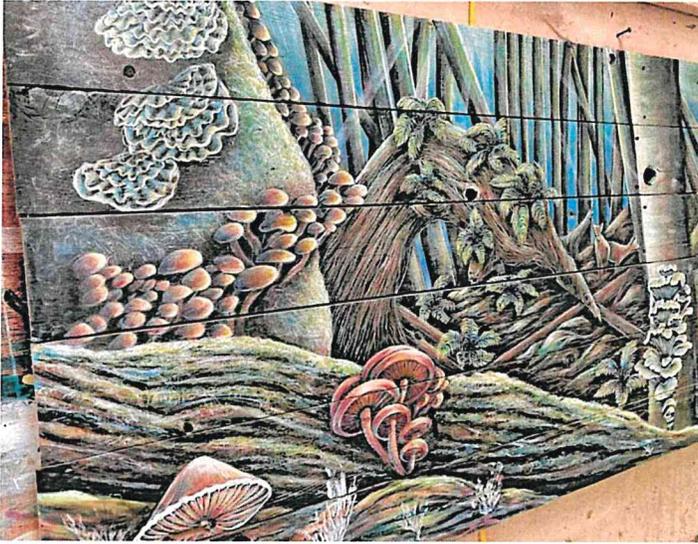
To be determined.

## Artist Bio:

Blake Reagan is an artist from Eureka, California, known for his embrace of bright colors, stylized landscapes, and expressions of joy. From Electric Art Deco to undulating fields of pastel flowers, many of Blake's creations fuse gradient exploration with floral vibration. Looking to decorate our buildings with the celebration of sustainability and connection between humanity and nature. I have taken part in the Eureka Street Art Festival for 5 years, creating large format murals in solo and collaborative productions including the Humboldt Country Courthouse. I have also painted murals around California displayed art galleries around USA. Outer Roominations in art festival that I help curate and create large outdoor sculptures for.

# Laci Dane

Sample Art:



# Laci Dane

## Vision for Art Space:

My artistic vision for this project would be to highlight the Eel river, which I have had the pleasure of living next to for the last 8 years. My property borders the Eel between the Redwood State Parks, and I am able to experience the beauty and tranquility of all the flora and fauna daily. I would like to paint the river with all the water highlights reflecting the sky, lots of movement and a healthy clean glow with many beautiful greens and blues. The banks of the eel are peppered with a variety of trees, where some of the most stunning sections have a mangrove feeling, roots and plants clinging to the sides. I often see many birds along the banks and fish in the water. To call in a healthy and clean river, I'd like to incorporate merganser ducks above the water, many salmon swimming below, as well as many other creatures and plants and roots. Painting a beautiful and thriving ecosystem on the Eel would be my goal. I usually prefer to leave humans, man-made things, or words out of my nature murals, and would rather covey the untouched scenery to show how it should be. I could possibly incorporate ripples in the water from a hand to symbolize the ripple effect that we all have from our actions. Or a smiling reflection of people in the water, subtly implying our stewardship of the land and water. A symbiotic relationship between humans and nature is as simple as taking in the wonder and deciding to not alter it in any way.

## Vision for Youth Art Space:

1: There are so many options for collaborating with students! Since the tiles from students will be fairly small, I feel the best approach would be for them to make single subject art pieces. We could research together and compile a list of all the flora and fauna of the Rio Del Eel area, print them out, and let each student choose one to focus on. It could help compliment the larger river painting I would create, and be a fun way to show the diverse and healthy eco system with all of its critters shown and labeled. In addition, it would be an educational opportunity, as that is one of the ways in which we can keep a special place clean and cared for. For example, we could have frogs, bugs, lizards, fish, birds, or plants.

2: I am open to working with the kiddos directly, as I live not too far away, and have experience teaching kids in all ages. It would be very easy for teachers to work with the kiddos researching the creatures that make up the area, and assigning a critter to each kiddo. Then I would be able to come in and show some guidance with an art lesson. From there the kiddos can make as many pieces as they want and choose their favorite version for the mural. In addition to the art, perhaps learning about each creature and how they interact with the life cycle and the environment would be a great opportunity for a biology lesson that could be provided by someone else.

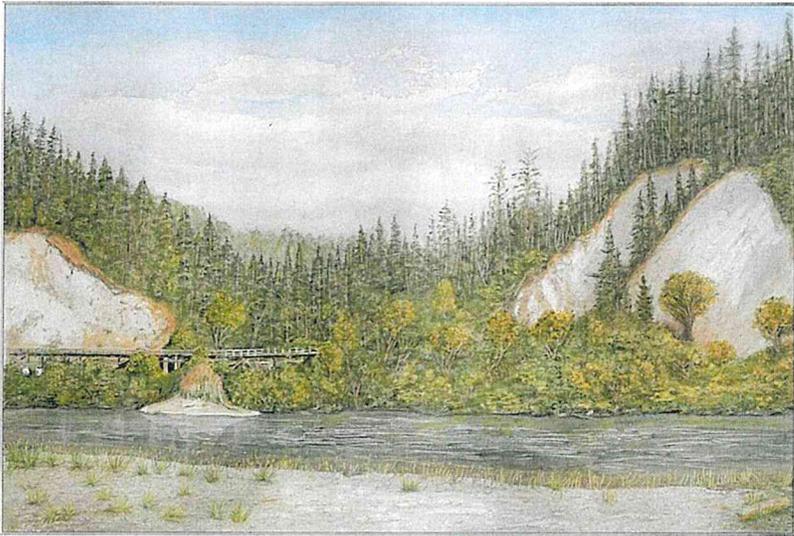
**I would use acrylic paint on wood to create a painting, focusing on natural and neutral colors, but with subtle pop of color where seems appropriate, such as water highlights, sky reflections, and flora and fauna details. My design would be clear and clean, so it could be easily translated through printing or for merch and PR campaigns for the trail. I plan to focus on the river and it's ecosystem in a creative but palatable dreamscape, healthy and happy.**

## Artist Bio:

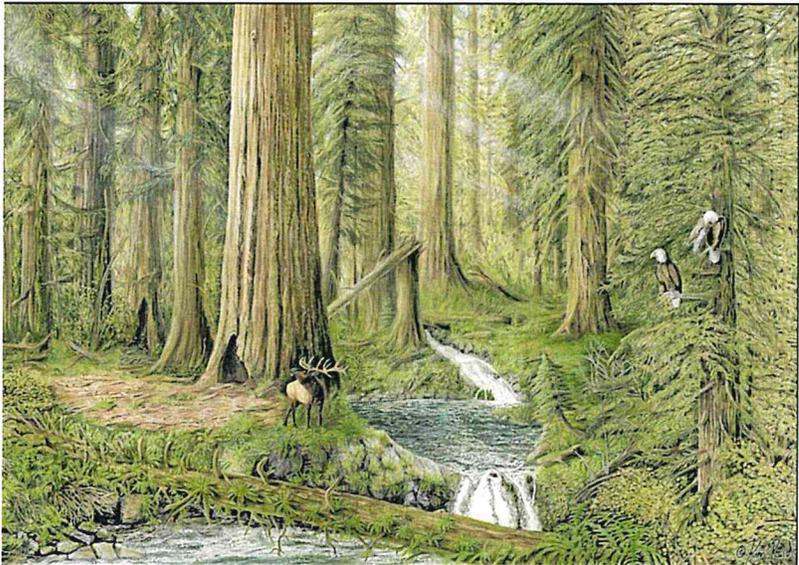
Laci Dane is a Montana born Humboldt artist, where natural beauty has a major influence on her art. It wasn't until she moved to Northern California years ago, that she began to find her style. Influenced by unique and beautiful landscapes, culture and community, and the vast variety of nature, she uses color alchemy and depth to achieve her dreamscapes. Knowing that art is the glue for any healthy community, incorporating that into her structure is very important to the overall purpose and reward in her work. As a driving force, Laci hopes to inspire people with the art she creates.

# Kim Reid

## Sample Art:



Red River in Redwood Park Final Watercolor Painting



Watercolor & Pencil

Ancient Grandeur

[Request Larger View of Painting & Purchase Info](#)  
Available in Limited Edition Prints

	<p>Illustration Gallery Portal</p>	<p>Limited Edition Prints &amp; Originals</p>		<p><b>Kim Reid</b>        ♦ Watercolor        My work represents a lifetime of professional illustration experience. A love of capturing the magnificent beauty of the redwoods is my favorite topic. I'm an artist member of the Humboldt Arts Council and showing/selling my paintings in the Artists Gallery in the Morris Graves Museum of Art: 636 F Street, Eureka        Hours: Noon to 5pm, Wednesday thru Sunday        Visit my website for additional shows and galleries.</p> <p>Studio: 707-682-6575        P.O. Box 552, Miranda, CA 95553        KimARTandDesign.com        KimReidStudio@protonmail.com</p>
	<p>Mission Paintings</p>	<p>Castle Colors</p>		

# Kim Reid

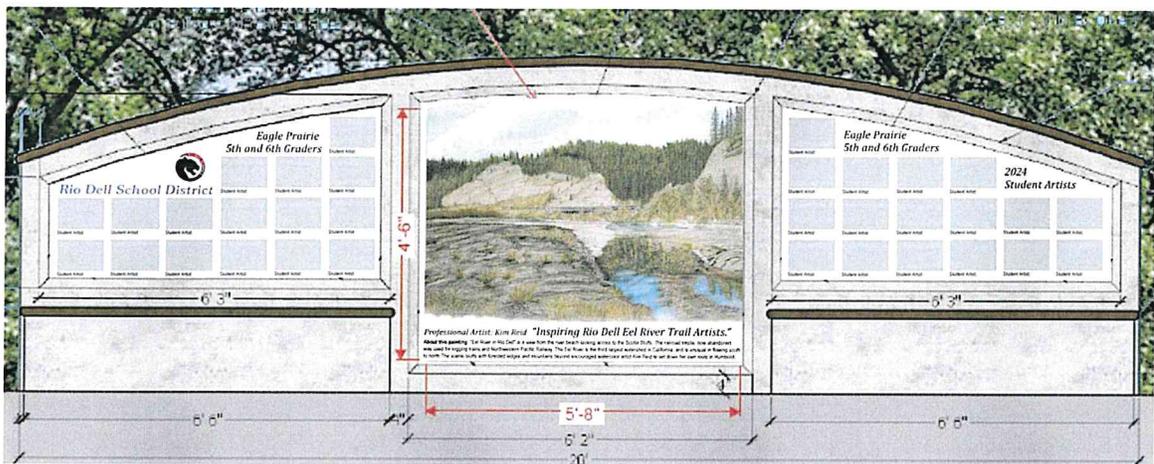
## Vision for Art Space:

A picture says a 1000 words. See sample artwork. I want to use one of these images in your project. I will give usage rights for your project. My originals are watercolor. They will be scanned and enlarged for outdoor usage.

## Vision for Youth Art Space:

### Professional Artist: Kim Reid "Inspiring Rio Dell Eel River Trail Artists."

About this painting: "Eel River in Rio Dell" is a view from the river beach looking across to the Scotia Bluffs. The railroad trestle, now abandoned, was used for logging trains and Northwestern Pacific Railway. The Eel River is the third largest watershed in California, and is unusual in flowing south to north. The scenic bluffs with forested ledges and mountains beyond encouraged watercolor artist Kim Reid to set down her own roots in Humboldt.



## Artist Bio:

My interest in our redwood forests and hiking trails has led to the development of this collection. A defining characteristic of these works is a feeling of space and depth within the picture whereby the viewer is drawn into the painting. In some of her paintings a loose, big-brushed edge pulls the viewer's eye to the painting center to see finest detail. A love of capturing nature, landscapes and history has inspired all of my painting collections. Also shown in the castle and California missions collections found on: [KimARTandDesign.com](http://KimARTandDesign.com)



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

November 19, 2024

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action to Cancel the Regularly Scheduled City Council Meeting of December 17, 2024.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff.

BACKGROUND AND DISCUSSION

The Mayor has requested an agenda item to discuss the cancellation of the 2<sup>nd</sup> meeting in December. More often than not, this meeting is typically cancelled unless urgent business is before the Council. At this time, no known urgent business is scheduled to be before the Council for that date.

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

**For the Meeting of November 19, 2024**

Consent Item;  Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: November 12, 2024

Subject: Vacation Dwelling Unit Regulations – Appeals. Ordinance No. 409-2024 amending Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) Vacation Dwelling Unit Regulations appeal period to be consistent with the appeal provisions identified in Section 17.35.060 of the RDMC.

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**Recommendation:**

That the City Council:

1. Allow staff to briefly review Ordinance No. 409-2024 amending Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) Vacation Dwelling Unit Regulations appeal period to be consistent with the appeal provisions identified in Section 17.35.060 of the RDMC; and
2. Open public comment and receive comments from the public; and
3. Close public comment; and

4. Approve and adopt Ordinance No. 409-2024 amending Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) Vacation Dwelling Unit Regulations appeal period to be consistent with the appeal provisions identified in Section 17.35.060 of the RDMC

### Discussion

As reported at the City Council meeting of October 15, 2024 staff recently discovered what we believe to be an error in the Vacation Dwelling Unit regulations regarding appeals. The codified language, Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) states that appeals may be filed within 30 days following approval. When the Ordinance was crafted, staff intended that the appeal period be 10 days, which is consistent with Section 17.35.060 of the Rio Dell Municipal Code. Copies of both provisions are below.

#### 17.30.360(4) Appeals.

(a) Except as provided in subsection (4)(b) of this section, within **30 days** following the decision of the Director on a vacation dwelling unit permit application, the decision may be appealed to the Planning Commission by the applicant or any property owner located within 100 feet of the vacation dwelling unit property. An appeal shall be filed with the City Clerk and state specifically wherein it is claimed there was an error or abuse of discretion by the Director. Notice of the date, time and place of an appeal to the Planning Commission shall be provided to all property owners located within 100 feet of the vacation dwelling unit property at least 10 days prior to the appeal meeting.

(b) The decision of the Director to deny the annual permit renewal may be appealed to the Planning Commission solely by the applicant. **The appeal must be filed within 10 days of the date of denial.**

#### 17.35.060 Appeals.

(1) The City Manager or any person aggrieved by an action of the Planning Commission may take an appeal to the City Council by filing a notice of appeal with the City Clerk and with the Planning Commission within **10 days** of the action of the Planning Commission. The City Manager is authorized to submit appeals without any further pre-submittal

action by the City Council. The notice of appeal filed with the City Clerk shall be accompanied by a filing fee adopted by resolution of the City Council. No filing fee shall be required for any appeal filed by the City Manager. Upon receipt of the notice of appeal, the Planning Commission shall transmit to the City Council all the papers constituting the record upon which the action appealed from was taken.

Again, staff is recommending that the Vacation Dwelling Unit regulations appeal period be amended to be consistent with the appeal provisions identified in Section 17.35.060 of the RDMC.

**CEQA:**

This ordinance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty that there is no possibility that the minor text amendment may have a significant adverse effect to the environment.

**Attachments:**

Attachment 1: Ordinance No. 409-2024 amending Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) Vacation Dwelling Unit Regulations appeal period to be consistent with the appeal provisions identified in Section 17.35.060 of the RDMC.

**ORDINANCE NO. 409-2024**



**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING SECTION 17.30.360(4) OF THE RIO DELL MUNICIPAL CADE (RDMC)  
VACATION DWELLING UNIT REGULATIONS APPEAL PERIOD TO BE CONSISTENT  
WITH THE APPEAL PROVISIONS IDENTIFIED IN SECTION 17.35.060 OF THE RDMC.**

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

**WHEREAS** staff recently discovered what is believed to be an error in the Vacation Dwelling Unit regulations regarding appeals; and

**WHEREAS** the codified language, Section 17.30.360(4) of the Rio Dell Municipal Code (RDMC) states that appeals may be filed within 30 days following approval; and

**WHEREAS** when the Vacation Dwelling Unit Ordinance was crafted, staff intended that the appeal period be 10 days, which is consistent with the appeal provisions of Section 17.35.060 of the Rio Dell Municipal Code; and

**WHEREAS** the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment under Title 14 of the California Code of Regulations, Section 15061(b)(3). No further environmental review is necessary.

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

**Section 1.**

Section 17.30.360(4) of the Rio Dell Municipal Code is hereby amended as follows:

(4) Appeals.

(a) Except as provided in subsection (4)(b) of this section, within ~~30~~ 10 days following the decision of the Director on a vacation dwelling unit permit application, the decision may be appealed to the Planning Commission by the applicant or any property owner located within 100 feet of the vacation dwelling unit property. An appeal shall be filed with the City Clerk and state specifically wherein it is claimed there was an error or abuse of discretion by the Director. Notice of the date, time and place of an appeal to the Planning Commission shall be provided to all property owners located within 100 feet of the vacation dwelling unit property at least 10 days prior to the appeal meeting.

(b) The decision of the Director to deny the annual permit renewal may be appealed to the Planning Commission solely by the applicant. The appeal must be filed within 10 days of the date of denial.

**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 October 15, 2024, 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 November 19, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 409-2024 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on November 19, 2024.

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