



RIO DELL CITY COUNCIL AGENDA
REGULAR MEETING - 6:00 P.M.
TUESDAY, JULY 01, 2025
City Council Chambers
675 Wildwood Avenue, Rio Dell

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

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

Public Comment by Email:

In balancing the health risks associated with COVID-19 and need to conduct government in an open and transparent manner, public comment on agenda items can be submitted via email at publiccomment@cityofriodell.ca.gov. Please note the agenda item the comment is directed to (example: Public Comments for items not on the agenda) **and email no later than one-hour prior to the start of the Council meeting**. Your comments will be read out loud, for up to three minutes. Meeting can be viewed on Access Humboldt's website at <https://www.accesshumboldt.net/>. Suddenlink Channels 10, 11 & 12 or Access Humboldt's YouTube Channel at <https://www.youtube.com/user/accesshumboldt>.

Zoom Public Comment:

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

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. 2025/0701.01 - Approve Minutes of the June 17, 2025, Regular Meeting **(ACTION)** - Pg. #4

2. 2025/0701.02 – Approve the Execution of a Three-Year Contract with Nichols Consulting for State Mandated Reporting and Reimbursement **(ACTION)** - Pg. #10

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

1. 2025/0701.03 - City Manager/Staff Update **(RECEIVE & FILE)** - Pg. #21

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/STUDY SESSIONS

1. 2025/0701.04 - Receive Update from GHD on the Water Capital Improvement Project (CIP) and Authorize the City Manager to Execute Change Order #4 **(DISCUSSION/POSSIBLE ACTION)** - Pg. #25

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1. 2025/0701.05 - Introduction and first reading (by title only) of 415-2025 Amending Chapter 17, “Zoning” of the Rio Dell Municipal Code (RDMC) to Update the City’s Density Bonus Ordinance to Reflect Changes Made in State Law, Establish Accommodations Request and Single Room Occupancy Regulations and Amend the Town Center and Residential Multi-Family Designations to Allow Single Room Occupancy Uses **(DISCUSSION/POSSIBLE ACTION)** - Pg. #44

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT



In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting. Assistive listening devices are now available for the hearing-impaired. Please see the City Clerk for a receiver.

*The next regular City Council meeting is scheduled for
Tuesday, **July 15, 2025 at 6:00 p.m.***

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
JUNE 17, 2025**

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

- ROLL CALL:**
- Present: (Closed Session) Mayor Pro Tem Carter, Council Members Wilson and Woodall, and City Manager Knopp
 - Absent: Mayor Garnes and Councilmember Orr (excused)
 - Present: (Regular Meeting) Mayor Pro Tem Carter, Council Members Orr, Wilson, and Woodall
 - Absent: Mayor Garnes (excused)
 - Others Present: City Manager Knopp, Chief of Police Phinney, Water/Roadways Superintendent Jensen, City Clerk Dunham, Senior Fiscal Assistant Maciel and Senior Fiscal Assistant Townsend
 - Absent: Finance Director Sanborn and Community Development Director Caldwell (excused)

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

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

PUBLIC COMMENT REGARDING CLOSED SESSION

No members of the public were present to comment.

RECESS INTO CLOSED SESSION

The Council recessed into closed session at 5:00 p.m. with City Manager Knopp to discuss the above-listed matter. The closed session ended at 5:30 p.m.

ORAL ANNOUNCEMENTS

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

Mayor Pro Tem Carter announced that there was nothing to report from the closed session.

PUBLIC PRESENTATIONS

**JUNE 17, 2025 MINUTES
Page 2**

Mayor Pro Tem Carter invited public comment on non-agenda matters. No public comment was received.

CONSENT CALENDAR

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

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

- 1) Minutes of the June 3, 2025, Regular Meeting;
- 2) Minutes of the June 12, 2025, Special Meeting;
- 3) Approve the Placement of a Public Hearing for the Cost Recovery for the Abatement of 520 First Avenue;
- 4) Approve Resolution No. 1640-2025 Establishing a \$25.00 Security Alarm Registration Fee and Adopting the 2025-2026 Master Fee Schedule;
- 5) Approve Resolution No. 1641-2025 Adopting an Amended Employee Salary Schedule;
- 6) Approve Measure Z Memorandum of Understanding with Humboldt County for the Community Service Officer Position;
- 7) Authorization to Execute Collection Services Agreement with Pacific Credit Services for the Collection of Outstanding Utility Receivables; and
- 8) Receive & File the Check Register for May.

The motion carried 4-0.

REPORTS/STAFF COMMUNICATIONSCity Manager/Staff Update

City Manager Knopp reported on recent activities and said that staff attended an HCAOG meeting with the Smith Group to review options for the *Safe Streets and Roads For All* program and potential demonstration projects the Council may be interested in having staff perform. He said that the Council approved the Local Road Safety Plan approximately two years ago, identifying the Wildwood Ave. and Davis St. intersection as the area with the highest rate of vehicle accidents. One potential demonstration would be to do a demonstration of a 4-way stop with the installation of temporary stop bars located on Wildwood Ave.

He said that another potential project would be to look at the avenues and do a demonstration for a one-way street proposal that the Traffic Committee has been

JUNE 17, 2025 MINUTES**Page 3**

working on with W-Trans. These projects are very preliminary, but the idea is to try and identify some initial projects that might improve traffic safety in Rio Dell.

He said that he was excited to announce that the city is very likely to receive a \$1.2 million grant for the remainder of the Eel River Trail project to include the ADA ramp. He said that the California Conservation Board, which is the grant agency, will have a hearing in August, and the project has been recommended for approval. The hope is to get shovels in the ground in 2026.

Councilmember Wilson asked for clarification on the location of the 4-way stop.

City Manager Knopp said that the 4-way stop would be at the intersection of Wildwood Ave. and Davis Street.

Councilmember Wilson referred to the potential one-way streets in the avenues and asked if the matter would come to the City Council for final approval.

City Manager Knopp explained that the City Council authorized an HCAOG-funded Traffic Study of the avenues, which the Traffic Committee will evaluate and make a recommendation to the City Council.

Councilmember Wilson commented that the concept of one-way streets in the avenues came up before, and there was an issue related to mailboxes, so it will be interesting to see where it goes.

Mayor Pro Tem Carter pointed out that once again, zero cats were transported to Miranda's Rescue.

Mayor Pro Tem Carter called for public comment on the Staff Update. No public comment was received.

SPECIAL PRESENTATIONS/STUDY SESSIONS**Presentation – Recology Eel River – Annual Rate Adjustment to Solid Waste Franchise Agreement**

City Manager Knopp provided a brief staff report and said that this item relates to the annual rate adjustment that comes before the City Council each June. He said that the franchise agreement with the City of Rio Dell and Recology Eel River will expire on 12/31/26, so there will be more work and activity coming before the City Council related to the update of the agreement.

He then introduced Fred Hanks from Recology Eel River to provide a brief overview of the rate changes and answer any questions.

JUNE 17, 2025 MINUTES
Page 4

Fred provided a quick summary of the rate changes and said that there was an increase in the collection (CPI) of 3%, an increase in the disposal (tipping fee) of 8.65% and the overall average being 4.8%. He said that what that means for the average residential customer is an increase of \$1.58 for a 32-gallon can.

Councilmember Wilson referred to the rate chart and asked for a breakdown of the rates, including garbage, curbside recycling, and green waste.

Fred broke out the new monthly rates as follows:

- | | | |
|----------------------|---|---------|
| • 32-Gallon Can | - | \$38.26 |
| • Curbside Recycling | - | \$ 8.72 |
| • Green Waste | - | \$ 4.03 |
| • Total | - | \$51.01 |

Mayor Pro Tem Carter called for public comment on the rate adjustment. No public comment was received.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Second Reading (by title only) and Adoption of Ordinance No. 417-2025 Banning the Sale of Nitrous Oxide in the City of Rio Dell

City Manager Knopp provided a brief staff report recommending adoption of Ordinance No. 417-2025 banning the sale of Nitrous Oxide in the City of Rio Dell. He said that the ordinance was introduced at the meeting of June 3, 2025, and is before the Council for its second reading and adoption. The City Council met on August 20, 2024, and discussed the banning of nitrous oxide in the City of Rio Dell. The consensus of the Council was for staff to return with an Ordinance banning Nitrous Oxide. Since that meeting, staff have been working with the County of Humboldt Public Health Division and neighboring cities to craft a unified ordinance to create a cohesive and consistent ban across the local jurisdictions.

He commented that the City Council received a presentation from the County Public Health Division at the last regular meeting outlining the adverse consequences of excessive recreational nitrous oxide use.

Mayor Pro Tem Carter opened the public hearing at 6:17 p.m. to receive public comment on the proposed ordinance.

Eric Keller, Executive Director of Humboldt Waste Management Authority (HWMA) addressed the Council and expressed support for the proposed ordinance. He said as the staff mentioned, a majority of jurisdictions are working with the County and DHHS to adopt similar ordinances.

**JUNE 17, 2025 MINUTES
Page 5**

He said that aside from the adverse health issues caused by nitrous oxide, it creates an incredibly difficult waste stream for HWMA to manage, which is why they support the ordinance.

There being no further public comment, the public hearing was closed.

Councilmembers expressed support for the ordinance.

Mayor Pro Tem Carter referred to page 122 of the Council packet, which stated: *"The ordinance will not unduly burden legitimate business activities of retailers who sell other products, including tobacco products, but will establish appropriate controls to prevent recreational use,"* and asked if the ban applied to restaurants.

Chief Phinney responded that local restaurants would be allowed to continue the commercial use of nitrous oxide.

A motion was made by Orr/Wilson to approve the second reading and adoption of Ordinance No. 417-2025 Banning the Sale of Nitrous Oxide in the City of Rio Dell. Motion carried 4-0.

COUNCIL REPORTS/COMMUNICATION

Councilmember Woodall mentioned the meeting regarding the Blue Envelope Project and said that it was well-attended, and thanked the Police Department and the Rio Dell Fire Department for their participation in the program.

She said that she attended the ceremony for the opening of the Eel River Trail, which was also well attended said that Mayor Garnes did a wonderful job.

Councilmember Orr reported on his attendance at yesterday's HCAOG meeting and said that they talked a lot about the Carbon Reduction Program (CRP) and trying to draw from the ever-shrinking pot of money from the State. He mentioned one potential project that could apply to Rio Dell was energy-efficient street lighting for street signs in the downtown. He said that HCAOG is looking at taking a bigger role in the environmental aspect of this, as it deals with transportation.

Councilmember Wilson reported on recent meetings and events and said that the last HWMA meeting was canceled and that he would be attending an RCEA meeting next week.

Mayor Pro Tem Carter reported on recent meetings and events and said that there was a good turnout at the Blue Envelope launch, thanked the first responders, and said they were not only there but they were accessible to the community. She reported on the success of the Bike Rodeo and thanked Sara Reback for organizing great events for the

JUNE 17, 2025 MINUTES
Page 6

community. She said that she also attended the Fire Commissioners meeting last week and said that they received 84 calls in May, and they are working on the revamping of the Bocce Ball courts for Wildwood Days. She also announced that the department is getting a new grant-funded wildland fire truck, which they are all excited about, and reminded everyone that fire season is here, urging everyone to pay attention to weed abatement.

She said that she would be attending a RREDC meeting on June 23, a Rio Dell School Board meeting on June 26, and announced there would be a Nuisance Advisory Committee meeting here at 3:00 tomorrow, followed by a Traffic Committee meeting at 4:00 p.m.

She reported that she attended a webinar today, along with City staff, about revitalizing downtown areas in rural cities with small budgets. She said what it did was validate the things the City has done right, along with presenting some new ideas.

Lastly, she said that she has received a lot of positive feedback about the Eel River Trail. She commented that the only complaint she received was that the parking lot is always full, which is not necessarily a bad thing.

ADJOURNMENT

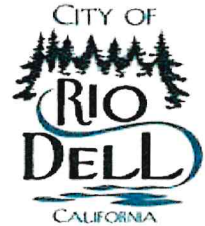
A motion was made by Orr/Wilson to adjourn the meeting at 6:25 p.m. to the July 1, 2025, regular meeting. Motion carried 4-0.

Amanda Carter, Mayor Pro Tem

Attest:

Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562



TO: Mayor and Members of the City Council

FROM: Josh Phinney, Chief of Police

THROUGH: Kyle Knopp, City Manager

DATE: July 1, 2025

SUBJECT: Contract with "Nichols Consulting" for State-Mandated reporting and reimbursement

RECOMMENDATION

Approve the execution of a three-year contract with Nichols Consulting by the Chief of Police.

BACKGROUND AND DISCUSSION

There are many state-required mandates that must be met by law enforcement each year. Some of these include RIPA (Racial & Identity Profiling Act) stop data, Domestic Violence Training and Peace Office Bill of Rights. Many cities utilize a contract firm to handle the reporting of these and reimbursement requests.

Rio Dell has already been utilizing Nichols Consulting to seek reimbursement for the city on certain police related costs pursuant to California Government Code 17550. This began with former Police Chief Allen and has been ongoing.

For the FY 22-23, Nichols Consulting was able to obtain approximately \$14,900 in reimbursement from the state at a fixed fee of \$1,800.00 to the city of Rio Dell for services rendered. For the FY 23-24 the city was reimbursed \$9,860.00 by the state. The proposed contract would be for a fixed fee of \$5,000 for 3 years.

Attachments: **Contract for 3 years.**

3-Year Fixed Fee - \$5,000

Nichols Consulting

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ of _____ 2025, by and between the **City of Rio Dell**, a city under the laws of the State of California (hereinafter referred to as “City”) and Nichols Local Government Consulting, LLC (dba “Nichols Consulting”) a limited-liability company, (hereinafter referred to as “Consultant”).

RECITALS

- A. City has the authority to seek reimbursement for certain costs from the State of California pursuant to California Government Code Section 17550 et seq.
- B. City has the authority to contract for the preparation of said Claims through a designated individual or entity.
- C. Consultant is qualified to provide the service of preparing said Claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. CONSULTANT’S RESPONSIBILITIES

- A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Contract and June 30, 2028. Consultant shall collect, document and process the information necessary for Consultant to file the claims on behalf of the City. Separately, Consultant offers to the City the option of extending this agreement to June 30, 2029 and separately, June 30, 2030.
- B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Contract. The copy will be provided following the state imposed deadline for said Claims.
- C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant’s duties.
- D. Consultant agrees not to exceed the amount of the fee proposal set forth in Appendix A to this Contract without prior written authorization of the City.



3-Year Fixed Fee - \$5,000

- E. Consultant will make good faith effort to file Claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.
- F. Consultant shall advise City of all official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in Section II, paragraph C of this Contract for Services.

II. CITY'S RESPONSIBILITIES

- A. City will provide Consultant with all the documents, records and information necessary to prepare Claims in a timely manner.
- B. City agrees to pay Consultant, a fee of \$5,000 for services rendered. Consultant's fee is due and payable in three separate installments. The dates of these installment payments and their respective amounts are: May 31, 2026 (\$1,500), May 31, 2027 (\$1,600) and May 31, 2028 (\$1,900). Consultant's fee is not-to-exceed \$5,000.00, unless approved by City in writing. Additionally, Consultant is separately offering the City two (2) one-year options for a Fixed Fee of \$2,200 each for FY 2028-29 (May 31, 2029) and FY 2029-30 (May 31, 2030) executed solely at the City's discretion. The payment of Consultant fee is not dependent on the amount of Claims ultimately reimbursed by the State of California.
- C. City agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

III. MODIFICATIONS

This Contract may be modified only by a written amendment to this Contract, executed by both parties.

IV. TERMINATION OF CONTRACT

This Contract may be terminated by mutual written consent or by either party, provided that the terminating party gives ninety (90) days written notice to the other party, without cause. Upon receipt of a Notification of Termination, Consultant shall promptly discontinue all services affected. Consultant shall provide the City with all work products completed up to the date of termination. In the event of termination, City shall reimburse Consultant for all direct service hours on work-in-process at \$125.00 per hour. However, in no event shall City be obligated to pay more than the total amount of the Contract.

3-Year Fixed Fee - \$5,000**V. ATTORNEY'S FEES AND COSTS**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

VI. SEVERABILITY

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall not be affected.

VII. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with an overnight delivery service or with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**City of Rio Dell
Attn: Police Chief
675 Wildwood Ave.
Rio Dell, CA 95562**

**Nichols Consulting
1857 44th Street
Sacramento, CA 95819**

VIII. AUTHORITY

The individuals executing this Contract represent and warrant that they have the legal power and authority to this contract and to contractually bind their respective entities.

IX. GOVERNING LAW

The validity of this Contract and each of its terms and provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.



3-Year Fixed Fee - \$5,000

X. ENTIRE AGREEMENT

This Contract, which includes the “Proposal for Contract for Professional Services” set forth as Appendix A, supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Contract. This Contract contains all of the covenants and agreements between the parties with respect to the subject of this Contract, and each party acknowledges that no representatives, inducements, promises, or agreements embodied in this Contract. No agreement, statement, or promise not contained in this Contract shall be valid or binding on the parties with respect to the subject of this Contract.

Executed at _____, California, on the day and year set forth above.

F. Andy Nichols, President
F. Andy Nichols

**Nichols Consulting
1857 44th Street
Sacramento, CA 95819**

_____, Title _____

_____ **Print Name**

**City of Rio Dell
675 Wildwood Ave.
Rio Dell, CA 95562**



3-Year Fixed Fee - \$5,000**APPENDIX A****PROPOSAL FOR CONTRACT FOR SERVICES**

This proposal for the **City of Rio Dell** is to provide the services set forth under Paragraph I of the Contract for Professional Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

Consultant's fee is due and payable in three separate installments. The dates of these installment payments and their respective amounts are: May 31, 2026 (\$1,500), May 31, 2027 (\$1,600) and May 31, 2028 (\$1,900). Consultant's fee is not-to-exceed \$5,000.00, unless approved by City in writing.

Additionally, Consultant is separately offering the City two (2) one-year options for a Fixed Fee of \$2,200 each for FY 2028-29 (May 31, 2029) and FY 2029-30 (May 31, 2030) executed solely at the City's discretion.

This Proposal is **valid until July 31, 2025** unless extended in writing by Consultant.

June 26, 2025

F. Andy Nichols, President
F. Andy Nichols

Nichols Consulting
1857 44th Street
Sacramento, CA 95819



3-Year Fixed Fee - \$5,000

Nichols Consulting

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ of _____, 2025, by and between the **City of Rio Dell**, a city under the laws of the State of California (hereinafter referred to as “City”) and Nichols Local Government Consulting, LLC (dba “Nichols Consulting”) a limited-liability company, (hereinafter referred to as “Consultant”).

RECITALS

- A. City has the authority to seek reimbursement for certain costs from the State of California pursuant to California Government Code Section 17550 et seq.
- B. City has the authority to contract for the preparation of said Claims through a designated individual or entity.
- C. Consultant is qualified to provide the service of preparing said Claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. CONSULTANT’S RESPONSIBILITIES

- A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Contract and June 30, 2028. Consultant shall collect, document and process the information necessary for Consultant to file the claims on behalf of the City. Separately, Consultant offers to the City the option of extending this agreement to June 30, 2029 and separately, June 30, 2030.
- B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Contract. The copy will be provided following the state imposed deadline for said Claims.
- C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant’s duties.
- D. Consultant agrees not to exceed the amount of the fee proposal set forth in Appendix A to this Contract without prior written authorization of the City.



3-Year Fixed Fee - \$5,000

- E. Consultant will make good faith effort to file Claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.
- F. Consultant shall advise City of all official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in Section II, paragraph C of this Contract for Services.

II. CITY'S RESPONSIBILITIES

- A. City will provide Consultant with all the documents, records and information necessary to prepare Claims in a timely manner.
- B. City agrees to pay Consultant, a fee of \$5,000 for services rendered. Consultant's fee is due and payable in three separate installments. The dates of these installment payments and their respective amounts are: May 31, 2026 (\$1,500), May 31, 2027 (\$1,600) and May 31, 2028 (\$1,900). Consultant's fee is not-to-exceed \$5,000.00, unless approved by City in writing. Additionally, Consultant is separately offering the City two (2) one-year options for a Fixed Fee of \$2,200 each for FY 2028-29 (May 31, 2029) and FY 2029-30 (May 31, 2030) executed solely at the City's discretion. The payment of Consultant fee is not dependent on the amount of Claims ultimately reimbursed by the State of California.
- C. City agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

III. MODIFICATIONS

This Contract may be modified only by a written amendment to this Contract, executed by both parties.

IV. TERMINATION OF CONTRACT

This Contract may be terminated by mutual written consent or by either party, provided that the terminating party gives ninety (90) days written notice to the other party, without cause. Upon receipt of a Notification of Termination, Consultant shall promptly discontinue all services affected. Consultant shall provide the City with all work products completed up to the date of termination. In the event of termination, City shall reimburse Consultant for all direct service hours on work-in-process at \$125.00 per hour. However, in no event shall City be obligated to pay more than the total amount of the Contract.

3-Year Fixed Fee - \$5,000**V. ATTORNEY'S FEES AND COSTS**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

VI. SEVERABILITY

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall not be affected.

VII. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with an overnight delivery service or with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**City of Rio Dell
Attn: Police Chief
675 Wildwood Ave.
Rio Dell, CA 95562**

**Nichols Consulting
1857 44th Street
Sacramento, CA 95819**

VIII. AUTHORITY

The individuals executing this Contract represent and warrant that they have the legal power and authority to this contract and to contractually bind their respective entities.

IX. GOVERNING LAW

The validity of this Contract and each of its terms and provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.



3-Year Fixed Fee - \$5,000

X. ENTIRE AGREEMENT

This Contract, which includes the “Proposal for Contract for Professional Services” set forth as Appendix A, supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Contract. This Contract contains all of the covenants and agreements between the parties with respect to the subject of this Contract, and each party acknowledges that no representatives, inducements, promises, or agreements embodied in this Contract. No agreement, statement, or promise not contained in this Contract shall be valid or binding on the parties with respect to the subject of this Contract.

Executed at _____, California, on the day and year set forth above.

F. Andy Nichols, President
F. Andy Nichols

Nichols Consulting
1857 44th Street
Sacramento, CA 95819

_____, Title _____

_____ Print Name

City of Rio Dell
675 Wildwood Ave.
Rio Dell, CA 95562



3-Year Fixed Fee - \$5,000

APPENDIX A

PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **City of Rio Dell** is to provide the services set forth under Paragraph I of the Contract for Professional Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

Consultant's fee is due and payable in three separate installments. The dates of these installment payments and their respective amounts are: May 31, 2026 (**\$1,500**), May 31, 2027 (**\$1,600**) and May 31, 2028 (**\$1,900**). Consultant's fee is not-to-exceed \$5,000.00, unless approved by City in writing.

Additionally, Consultant is separately offering the City two (2) one-year options for a Fixed Fee of **\$2,200** each for FY 2028-29 (May 31, 2029) and FY 2029-30 (May 31, 2030) executed solely at the City's discretion.

This Proposal is **valid until July 31, 2025** unless extended in writing by Consultant.

June 26, 2025

F. Andy Nichols, President
F. Andy Nichols

Nichols Consulting
1857 44th Street
Sacramento, CA 95819





Staff Highlights – 2025-07-01

City Council

City Manager

Attended a SCORE Board of Directors Meeting on June 20th. Of note, SCORE will be researching securing “Parametric Earthquake Insurance” a new form of coverage that uses ground acceleration data to automatically calculate a cash payout to the impacted jurisdiction, payable within 30 days of an event. This could be a very useful tool for the next major seismic event, considering the FEMA threshold cap and divestment of the federal government in general related to disaster recovery funding.

Work on annual CalRecycle Electronic Annual Report.

Work on Title VI information request from CalTrans.

Review and work on truck parking regulations and W-Trans draft circulation study for the Avenues.

City Clerk

Processed Eight (8) Building Permit Applications:

90 First Ave. – PV Solar
655 Rigby Ave. – PV Solar
210 Wildwood Ave. – Rebuild Interior Wall
188 Center St. – Safe Step Walk-in Tub
918 Hilda Ct. – PV Solar
483 Second Ave. – PV Solar
1137 Miller Ct. – Re-Roof Residence
616 Rigby Ave. – Sewer Cleanout and Backflow Device

Processed One (1) Encroachment Permit:

PG&E – Replace Mid-Span Service – 548 Third Ave.

Processed Two (2) Business License Applications:

Yardscape – Mobile Landscape Business – 461 Third Ave.
Outback Contractors, Inc. – Non-Resident PG&E Sub-Contractor



Misc:

Attended Nuisance Advisory Committee Meeting on 6/18/25

Attended Traffic Committee Meeting on 6/18/25

Responded to a request for regulations regarding Vacation Rental Units

City Attorney

Human Resources, Risk & Training

Finance Department

- Provided the fully executed Measure Z contract to the County of Humboldt in preparation for fiscal year 2025–2026 funding allocation.
- Finalized and transmitted the executed service agreement to PCS Collections, initiating onboarding of a new collection agency to support the City's accounts receivable process.
- Continued coordination with the City's contract engineers to advance the Pedestrian Connectivity Project, including support for project documentation and budget tracking.
- Worked directly with licensed cannabis businesses to collect required annual fees and ensure complete submittals of compliance documentation for the upcoming fiscal year.
- Collaborated with multiple departments to compile and transmit a large volume of historical financial and administrative records in response to an external information inquiry.
- Completed and submitted the federally required 9-B and 9-C forms for fiscal year 2025–2026 to maintain compliance with the Caltrans Disadvantaged Business Enterprise (DBE) and Americans with Disabilities Act (ADA) Programs for federal-aid transportation projects.
- Processed Pay Application No. 2 and submitted Invoice No. 8 in connection with the Rio Dell Water Infrastructure Project, ensuring alignment with project financing and reimbursement schedules.
- Collaborated with project engineers to certify the Annual SWPPP Report to the Water Board as part of closeout activities for the Clean California Rio Dell Trail Project.
- Partnered with the County of Humboldt, under the terms of the existing CDBG Memorandum of Understanding, to support project advancement and facilitate timely payment to contractors involved in earthquake recovery initiatives.
- Finalized two additional reimbursement claims related to completed earthquake recovery work, including road repair activities and donated materials.

**Public Works Water****Public Works Wastewater****Public Works Streets, Buildings and Grounds****Public Works City Engineer****Public Works Capital Projects****Police Department****Patrol Statistics:**

During June 12th - July 1st 2025, the Rio Dell Police Department handled 211 incidents. This includes 155 calls for service, and 56 Officer Initiated Contacts. 5 arrests were made. A total of 4 citations were issued for traffic offenses or other miscellaneous criminal violations. 14 total cases requiring investigation were taken.

Staffing:

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

- One lateral Police Officer is currently in backgrounds with our department.
- NEW CSO Started this week. Official Introduction to council to follow.

Community Events / Notable Cases:

- Bicycle Rodeo was held at the Rio Dell Fire Dept. RDPD participated and the event was well attended.
- On 6/21/25, a 17 year old male was heavily intoxicated and severely assaulted his mother, her partner, vandalized two vehicles including one just driving by and then fought officers. He was apprehended and booked on a multitude of charges.

Residential Abatement:

- Total Active Cases 29
- 6 New open cases, 2 closed cases.
- 11 of the cases are for City Owned Property, 17 for ongoing violations.



- 4 of the cases are for homeless camp cleanups. 4 cleanups completed.

Vehicular Abatement:

- Total Active Cases 5
- 3 New open cases, 9 closed cases
- 3 vehicles towed

Animal Control:

- 6 Calls for animal related issues.
- 0 Different Dogs transported to Miranda's
- 0 Cats transported to Miranda's

Community Development Department

Intergovernmental

Humboldt-Rio Dell Business Park



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

July 1, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action updating the City Council on the Water CIP Project

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve the City Manager to Execute Change Order # 4; or,

Provide alternate direction.

BACKGROUND AND DISCUSSION

Staff and representatives from GHD will provide a brief update on the Water CIP project and be available for questions. The budget for the project is \$11,032,410 including a contingency of \$1,005,000.

Approved Change Orders

001 – Miscellaneous changes including changing horizontal directional drilling trenchless design and addition of builders risk insurance for a net contract price deduct of (\$28,468).

002 – Miscellaneous contract administration changes, no net cost changes.

003 – Service line reconfigurations on Ogle Avenue for an addition to the contract of \$19,350.

Pending Change Order:

004 – Change in tank design to meet current seismic designs standards for a net contract increase of \$363,351.66. (see attachment)

Staff is recommending approval of Change Order #4. While staff is authorized to approve this change order, staff felt it is important to bring the item to the attention of the City Council and provide a general update on the project. Staff anticipates additional change orders in the future,

especially towards the end of the project when what is remaining of the contingency can be used to expand the current project to cover items left out of the original project due to cost limitations.

With change order's 001-003 the Contingency is currently \$1,014,118. With approval of Change Order # 004 the contingency will be \$650,766.00.

///



Change Order

Contract No.	SWRCB D2202019	Project No.	12609126
Change Order No.	004	Date Issued	June 06, 2025
Owner	City of Rio Dell		
Consultant	GHD		
Contractor	Wahlund Construction		
Project	Rio Dell Drinking Water Infrastructure Improvement Project		

Contractor is hereby directed to proceed promptly with the following change(s):

Purpose:

The purpose of this change order is to amend the contract documents to include modifications to the water tank that are needed to accommodate the current seismic design parameters. The seismic design standards and appropriate criteria changed after the plans were initially developed and hence it was necessary to have the tank supplier update the tank design after the bids were received. The updated seismic design criteria are more stringent and will require a more robust tank.

The tank designer's approach to meeting the seismic design criteria and matching the overflow height of the existing Douglas tank requires a larger diameter than the existing tank and results in 620,000 gallons of usable storage, rather than the original requirement of 500,000 gallons.

Increasing the tank diameter is the most logical design approach and provides long term benefits to the City.

This change order addresses the updated seismic design criteria and to provides an additional 120,000 gallons of usable storage.

Description:

The following changes shall be made to the contract:

Water Tank Modifications

Provide an additional 120,000 gallons of additional storage and design the tank to current seismic design parameters.

Additive Changes at Agreed Unit Price:

Description	Quantity	Unit	Unit Price	Amount
Tank Modifications	1	LS	\$ 363,351.66	\$ 363,351.66
Total Cost of Additive Changes at Agree Unit Price:				\$ 363,351.66

Attachments:

- Contractor Change Order Request 2.1 with GHD Corrections

Change in Contract Price

Payment Arrangement:	<input type="checkbox"/> Unit Price (based on estimated quantities)	<input checked="" type="checkbox"/> L.S	<input type="checkbox"/> T&M	<input type="checkbox"/> Other
Original Contract Price:	\$ 10,027,410.00			
Prior Approved Change Orders to Date:	\$ (9,118.00)			
Previous Contract Price:	\$ 10,018,292.00			
Amount of this Change Order:	\$ 363,351.66			
Revised Contract Price:	\$ 10,381,643.66			

Change in Contract Times Original Works Outlined in Contract

Additional working days this Change Order:	0	
Commence Work Date:	June 06, 2025	
	Working Days	Date
Original Working Days:	450	June 06, 2025
Working Days Added Prior to this Change Order:	0	June 06, 2025
Total Working Days Added Prior to this Change Order:	452	June 06, 2025

**EXCEPT AS PROVIDED IN THIS CHANGE ORDER,
ALL PREVIOUS TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED**

Accepted By:

Wahlund Construction, Inc

Print Name_____
Sign**Date:**

Recommended By:

GHD

Michelle Davidson_____
Print Name*Michelle Davidson*

Sign**Date:**

6/6/2025

Approved By:

City of Rio Dell

Print Name_____
Sign**Date:**

WAHLUND CONSTRUCTION, INC.**A General Engineering Contractor****Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)***DIR No. 1000006404*

30 May 2025

Michelle Davidson
Project Manager
GHD
Via Email

Re: Rio Dell Water Infrastructure Improvement Project: Wahlund Change Order Request #02
Increased Tank Cost
Subject: Wahlund Response to COR #02 Response Letter by GHD dated 5/20/25

Dear Michelle Davidson,

We have reviewed GHD's letter dated 5/13/25, in which GHD responded to Wahlund Construction Inc. (WCI) Change Order Request #02 (COR #02) dated 5/13/25. What GHD has requested of WCI is a complete tank submittal, further justification to understand why the tank has become larger from bid and further analysis of costs related to COR #02. This letter and the attachments thereto are being provided to satisfy these requests.

The current tank submittal provided on 4/22/25, to which GHD provided a response on 4/28/25 includes a complete analysis of the tank and foundation design and calculations, panel layout and penetrations layout. This is all the information needed for the tank to enter the manufacturer's fabrication process. GHD's review requested more details and information on the tank appurtenances. However, none of this information is needed for the tank to enter fabrication, these details can be ironed out after the tank is released for fabrication. GHD has all the information necessary to approve the tank and foundation size. We kindly request GHD do so as soon as possible to limit the project's delay period.

A key element that GHD's COR #02 Response letter failed to mention was that all design changes the tank has undergone in the last 8 months have stemmed from new seismic parameters by Crawford & Associates titled "Seismic Design Parameters – ASCE 7.16 Update" provided on 10/8/24, approximately 6 months after bid time. Regardless of the different routes the tank design has taken since that time, there is no denying that this new seismic design information is the root cause for tank changes. Once a changed condition exists, such as seismic design parameters, WCI and our subcontractors are subject to manufacturer's lead times and costs that are outside of our control, which differ from those at bid time.

The first tank submittal provided on 8/13/24 met bid project specification. The submittal response by GHD dated 10/10/24 provided two comments. One, that tank design needs to meet new seismic requirements (ASCE 7.16 Update mentioned above). This is a changed condition from bid. Two, that tank freeboard should be equal to sloshing wave height. This is also a changed condition from bid, as this was not a spec requirement and is not an AWWA requirement. Both of these changes have led to an increase in tank size.

P.O. Box 6486, Eureka, CA. 95502 Office: 707-268-0150 Fax: 707-268-0137

WAHLUND CONSTRUCTION, INC.

A General Engineering Contractor

Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

GHD's COR #02 response letter mentions an overflow elevation of the new tank needing to match the overflow elevation of the existing tank. It is true the contract documents indicate this, however they don't indicate an actual overflow height of the existing tank. The existing tank overflow height of 37.2' was first presented to WCI via email on 3/13/25. The original tank submittal 8/13/24 was tall enough to meet this height and provided the required storage capacity.

To summarize where the design stands today, the current design submittal provided on 4/22/25 satisfies the new design requirements presented by responses to the original 8/13/24 submittal and also satisfies the 37.2' height to overflow requirement. The original 8/13/24 submittal met the project bid docs and the newest submittal meets new requirements, therefore the cost difference of COR #02 is the difference between the originally submitted tank and the current submitted tank.

Cost breakdowns to justify difference in pricing from the original tank design to the current design are included in the following attachments to this letter. We would like to emphasize that the tank manufacturer's steel pricing is going to go up should they need to make another change in design. In comparison to the originally submitted tank (8/13/24), switching back to the same diameter tank (48' nominal diameter), at the new change conditions, will cause an increase in tank panel quantity (due to height increase), an increase in web truss quantity and thicker steel. We will also be subject to the market's current steel prices, which the manufacturer has informed us are larger rates than what is used in COR #02. In discussions with the current foundation Engineer that our subcontractor has contracted with, a 48' diameter tank at the new change conditions will not lead to more economical foundation. Given this information we've received, WCI believes that the current pricing submitted in COR #02 is the most cost effective approach given where we stand today. Our tank subcontractor also strongly encourages this approach and describes so in their attached letter.

The tank design has undoubtedly taken a time consuming route to get to the current design, which meets the contract docs and new design parameters. A significant time delay to the project has occurred due to these design changes. We contend that the originally submitted tank design from 8/13/24 met the project bid docs. It was no fault of Wahlund's that new design parameters were presented after bid time and therefore the responsibility of the delay is not that of Wahlund's. Wahlund is not subject to liquidated damages due to contract document changes made by others. We are not requesting additional overhead costs for this delay at this time, but we reserve the right to do so should COR #02 not be approved in a timely manner.

We understand the large economic impact this cost change brings to the project and City of Rio Dell and Wahlund does not take that lightly. It's unfortunate that the project team as a whole is in this position, but unfortunately there is no way to avoid the added costs that new seismic changes have brought to the project, due to specialty foundation design, increased steel quantity and non-standard tank thickness.

WAHLUND CONSTRUCTION, INC.
A General Engineering Contractor
Lic. #678993 A, B, C-10 (Electrical), C-22 (Asbestos & Hazmat)

DIR No. 1000006404

We encourage the opportunity for Wahlund, GHD and the City of Rio Dell to meet and discuss this important topic once all parties have had the chance to review this letter and attached documents so that we can streamline critical path completion of the project.

Regards,



Casey Coelho
Project Manager
707-845-4165
casey@wahlcon.com



Ryan Wahlund
Vice President of Operations
707-499-4131
ryan@wahlcon.com

Copy to: Randy Jensen, City of Rio Dell
Kyle Knopp, City of Rio Dell
Steve McHaney, GHD, Engineer of Record
Rebecca Crow, GHD
Chester Stygar, CA Aquastore
Eric Harper, CA Aquastore

Attachments:

1. Wahlund COR #02.1
2. CA Aquastore Letter dated 5/29./25
3. CST Engineering Letter dated 5/27/25
4. CA Aquastore Change Order Request
5. Concrete Quantity Changes Summary
6. Sequoia Construction Change Order Request (revised)
7. Wahlund Cost Summary Breakdown
8. Project Schedule Delay Impact

WAHLUND CONSTRUCTION, INC.
P.O. Box 6486
Eureka, CA 95502
Phone: (707) 268-0150
Fax: (707) 268-0137

Change Order Request

Issued To:

Michelle Davidson
GHD
Via Email

C.O.R. Number:	02.1
Date:	5/30/2025
Requested by:	Casey Coelho

Project:

Rio Dell Drinking Water Infrastructure Improvement Project

Summary of Change:

The following proposal incorporates costs associated with design changes to the Glass Fused to Steel Water Storage Tank. Updated seismic parameters by Crawford & Associates titled "Seismic Design Parameters - ASCE 7.16 Update" were provided by Submittal Response #1.0-33 16 23 rev1 dated 10/8/24. To satisfy the new seismic design requirements, changes were needed for the tank and foundation sizes. The attached documents provide summaries of changes and associated costs for this work.

Description	Qty	Unit	Unit Cost	Amount
Tank Increases - CA Aquastore Costs	1	LS	254,374.00	\$ 254,374.00
Foundation Increases - Sequoia Costs	1	LS	76,374.00	\$ 76,374.00
Earthwork Increases - Wahlund Costs	1	LS	4,768.00	\$ 4,768.00
				\$ -

SEE FOLLOWING PAGE FOR CORRECTED MARRKUP
PER CONTRACT TERMS.

	Sub Total	\$	335,516.00
15%	Markup	\$	50,327.40
	Sub Total	\$	385,843.40
3.0%	Bond & Ins	\$	11,575.30
	Total Price	\$	397,418.70

Additional Calendar days required: 110

Attachment(s): see following pages

Signed:



Wahlund Construction, Inc.

MARKUPS CORRECTED PER SPECIFICATION
GENERAL CONDITIONS, 3-7

Unit Cost	Allowable Markup %	Markup Cost	Total
\$254,374.00	5%	\$12,718.70	\$267,092.70
\$76,374.00	5%	\$3,818.70	\$80,192.70
\$4,768.00	15%	\$715.20	\$5,483.20

	Sub Total	\$352,768.60
	3% Bond Cost	\$10,583.06
	TOTAL	\$363,351.66

**Wahlund Construction**

Attn: Greg Hufford

May 29th, 2025**Subject: Rio Dell Potable Water Tank**

Greg;

California Aquastore has received GHD's response letter dated 5/20/2025.

It is the opinion of California Aquastore that GHD is not aware of the considerable impact the change in seismic values has on the tank and foundation designs. It is also understood that the justification provided may not have been concise for review. Hopefully this letter will better define the changes and provide the necessary justification to help all parties move forward so we can keep this project on track.

California Aquastore has worked diligently with the tank manufacturer (CST), Wahlund Construction (GC), and GHD (EOR) to provide solutions each time changes have been presented. The following will illustrate the timeline, changes, and associated costs due to changes outside of the responsibility of California Aquastore.

1. 4/18/2024: California Aquastore provided a bid for Project #12609126
 - a. Bid Per Section 33 16 23: Bolted Steel Tank for Water Storage
 - b. This proposal met specification and bid docs.
 - i. Seismic Parameters
 - ii. Required Volume
 - o Bid Docs did not include water height of existing tank
 - c. Weight of steel for tank Per Bid: 68,839lbs
 - d. Weight of Aluminum for Dome Per Bid: 3,371lbs
2. 8/12/2024: First Tank Submittal provided to Wahlund, one day before executed contracts.
3. 10/10/2024: Seismic parameters changed from bid/awarded specifications
 - a. Ss: 1.502 to 2.584
 - b. S1: 0.788 to 1.596
 - c. California Aquastore Notified by tank manufacturer that the new seismic data makes existing tank and foundation designs fail.
 - d. California Aquastore works diligently with the tank manufacturer for a new design.
4. 11/20/2024: Second Tank Submittal provided to Wahlund, to accommodate new seismic parameters
 - a. This submittal was rejected due to the diameter of foundation.

*PO Box 551131, South Lake Tahoe, CA 96155
Phone (925) 667-1039 License Number: #1013296 A DIR Registration #1000038543*

5. 11/11/2024: Freeboard requested to match Sloshing wave height.
- a. CST, Tank Engineering team notes this is NOT an AWWA requirement.
 - i. This is a requirement for the convenience of GHD.
 - b. This requires a new submittal and an increase to tank height to meet volume.
 - i. See below Chart A for changes in materials from time of bid to current tank design (04-18-25).
 - ii. The increase in tank material has an impact on both raw materials and the labor required for installation.
6. 02/06/2025: California Aquastore Hires an outside engineering firm.
- a. This engineering firm is hired to satisfy requests from GHD
 - i. Smaller foundation diameter
 - ii. Freeboard being 100% of sloshing wave (not an AWWA requirement)
 - b. Costs to date to use outside Engineering firm \$8,000

Rio Dell Tank Changes // Chart A

	Per Bid	Current	Delta
Weight of Steel, lbs.	68,839	105,562	36,723
Weight of Aluminum, lbs.	3,371	5,769	2,398
Number of Tank Rings	10	13	3
Number of Dome Struts	56	78	22
Number of Dome Panels	32	48	16

Rio Dell Change Order - Cost Break Down

Materials From Manufacturer	\$ 222,996.00
Shipping increase	\$ -
Labor increase	\$ 23,378.00
Foundation Design	\$ 8,000.00
Equipment	\$ -
CO Total	\$ 254,374.00
Original Bid	\$ 877,700.00
Current	\$ 1,132,074.00

May 29th, 2025

Rio Dell Water Tank

Page 3 of 3

In GHD's response they note a Request for a complete submittal

Tank and foundation submittals are complete and have been submitted for review.

As with other Projects which California Aquastore has worked with both Wahlund and GHD on, Tank Submittals were reviewed prior to accessories as the tank and dome have long lead times. Requests for accessory submittals are not needed for a proper evaluation of the tank structure, changes due to seismic criteria, foundation and sloshing wave (freeboard) changes. California Aquastore submitted a complete submittal on 4/18/2025. Requests for updated drawings for accessories should be overlooked so we can move forward.

In GHD's response they note volume being a convenience to the manufacturer.

Current tank design does have a storage capacity greater than 500,000 useable gallons. This is a necessary function of the sizes available and accommodation of the seismic conditions. The panels only come in one standard width. Using a narrower tank will necessitate a taller standpipe which the foundation loads cannot tolerate. Therefore, the wider tank is being used, and to meet the existing tanks WOL of 37.2' the tanks volume exceeds 500,000 Gallons.

Please note that California Aquastore has worked diligently with the tank manufacturer to maintain the original bid pricing, despite the expiration of the standard 30-day price validity period. The manufacturer has continued to honor outdated steel market prices specifically for this project, well beyond their usual policy.

Since the initial bid, we have consistently advocated for price stability while revisions to the tank design were being made. As stated in our original proposal, pricing is valid for 30 days from the bid date, this is a contractual agreement between California Aquastore and the manufacturer.

We have now been advised by the manufacturer that any further structural changes to the tank will necessitate a re-quote based on current market prices. Therefore, it is California Aquastore's strong recommendation that all parties work collaboratively to finalize the design and move the tank into the manufacturing queue as soon as possible. This will help avoid further delays and prevent additional cost increases.

California Aquastore has worked with both GHD and Wahlund to satisfy all the changes offered with the intent of offering the end user what they want. Our team is still dedicated to ensuring that the project continues to move forward with an accurate design. It is also understood that delays which have been a direct result of changes to the design are not the responsibility of California Aquastore.

Should you have any questions or would like to meet to discuss this letter, please contact me at (530) 739-3273.



Chester Stygar
Project Manager
C.Stygar@californiaaquastore.com



May 27, 2025

Mr. Chester Stygar
Superintendent
California Aquastore
PO Box 55131
South Lake Tahoe, CA 96155

RE: SF case 104077, Rio Dell, CA tank 22593-0 Questions Revision

Dear Chester:

Regarding the change requests in the design of tank 22593-0, California Aquastore directed CST Engineering on behalf of the client to increase the height and diameter of the original tank design via a new release request and order check sheet to produce a larger capacity tank. This was REL 2. The second change, REL 3, was performed to accommodate a liquid height change request by the client for the purposes of head pressure in relation to an adjacent structure. In addition, the seismic design criteria submitted to CST Engineering to use in the designs were increased.

The main driver for the heavier design with thicker steel is the updated seismic criteria and increased size in diameter and height. Per the REL 3 ocs, the SDs and SD₁ values given to CST Engineering for design were 1.73 & 1.809 respectively. These values are significantly higher than previous values calculated from the geotechnical report submitted for the 1st REL.

The tank size went from a 48' diameter to a 53' diameter and a height of 43' to 56'. The size of the tank and the increased seismic values with the increased amount of steel mass leads to a significant change in design thicknesses for the steel rings. The result is a 3M plus ft-lbs moment at the top of the foundation for REL 3 compared to a 1.59M ft-lbs in REL 1.

The issue of failed calculations refers to design sheet thickness changes per the tank height and seismic load changes. Changes in height and seismic loadings increase stresses in the steel rings from increased hoop stress forces, increased gravity and shear loads on the steel rings and bolts, requiring adjustments.

Please reach out to me with any additional questions.

Regards,

F. Donald Transue, P.E.
Lead Structural Engineer
CST Industries – Glass Coated, DeKalb, Illinois



**Rio Dell Tank - CO-1
MIP 22593-0**

Greg Hufford
Rio Dell Water

May 8, 2025

Subject: **Rio Dell Change Order - 1**

Greg,

The price includes all design changes due to seismic parameters doubling with the new geotech and increasing the tank volume to accommodate Sloshing wave height as freeboard. With the increased size there is also more labor. This project has had:

- (1) Diameter Change
- (3) Tank Height changes
- (2) Seismic Data changes
- (2) minimum capacity change.

This last revision increased the tank height around 8ft., increased the minimum liquid height and added 190,000 Gal more capacity.

It increased the foundation thickness, plus the bottom (2) rings being added. Heavier and more anchor bolts. To accommodate a 37.2 Overflow and Freeboard that matches sloshing wave height.

Costs : \$254,374.00

Acceptance of Proposal: The above RFCO is hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____
Dated: _____
Title: _____

*PO Box 551131, South Lake Tahoe, CA 96155
Phone (925) 667-1039*

License Number: #1013296 A DIR Registration #1000038543 SBE: 2007657

Rio Dell Water Infrastructure Project – Tank Foundation

Concrete Changes: Difference between original submittal 8/13/24 and current design 4/22/25.

	Original Design	Current Design	Difference (Increase)
Size	57' dia x 3'-3" D	55'-2" dia x 5'-6" D	
Volume	307 CY	486 CY	179 CY
Formwork	582 SF	954 SF	372 SF
Rebar	#4 tops, #6 bottoms,	#8 rebar top and bottom	Almost double the weight.
Anchor Bolts	51 EA	136 EA	85 EA

Potential Change Order/Proposal

SEQUOIA CONSTRUCTION SPECIALTIES

PO Box 6061
310 Redmond Rd
Eureka, CA. 95503
Phone: (707)442-3596 Fax: (707)442-0304

Proposal Number:	02
Date:	5/12/2025
Requested by:	Casey Coelho

Issued To:
Wahlund Construction
PO Box 6486
Eureka, CA 95502

Project: Rio Dell Drinking Water Infrastructure Improvement Project

Description	Amount
Tank Increase in Size, Rebar Upgrade	
Labor	\$ 20,882.00
Material- concrete, forms & rebar	\$ 55,492.00
	<i>Sub Total</i> \$ 76,374.00
Additional Cost Total \$ 76,374.00	

Additional working days required: TBD

Attachments:

Signed: Adam Pritchard

ESTIMATE SPREADSHEET

Estimate Date: 5/12/2025
Estimate By: Casey
Bid ID#: 24079-02

Owner: City of Rio Dell									
Project Name: Rio Dell Water Infrastructure Improvements Project									
Description of Work: The tank foundation increased in depth, which increases the earthwork excavation needed by roughly 200 CY. This cost for this increased excavation amount.									
	Craft ID	Employee Name	RT Hrs.	OT Hrs.	RT Rate	RT Totals	OT Rate	OT Totals	Extended
L01		Operator	8.00	-	115.00	\$ 920.00	-	\$ -	920.00
L02		Laborer	8.00		84.00	\$ 672.00		\$ -	672.00
L03		Operator (Truck Driver)	8.00		115.00	\$ 920.00		\$ -	920.00
L04						\$ -		\$ -	-
L05						\$ -		\$ -	-
L06						\$ -		\$ -	-
L07						\$ -		\$ -	-
L08						\$ -		\$ -	-
WCI Electrical Equipment Charges									
	Equipment ID	EQUIPMENT DESCRIPTION	RT Hrs.	RT Rate	Totals				
E01		Utility Truck	8.00	54.00	432.00				
E02		Excavator - full size	8.00	134.00	1,072.00				
E03		Dump Truck	8.00	94.00	752.00				
E04					-				
E05					-				
E06					-				
Vendors - Materials/Specialist Work/Equipment Rentals/Lump Sum or Unit Price Payment									
	Invoice No.	Date	Vendor Name	Invoice Description	Units	Unit Costs	Totals		
M01							-		
M02							-		
M03							-		
M04							-		
							-		
							-		
							-		
							-		
							-		
							-		
							-		
							-		
							-		

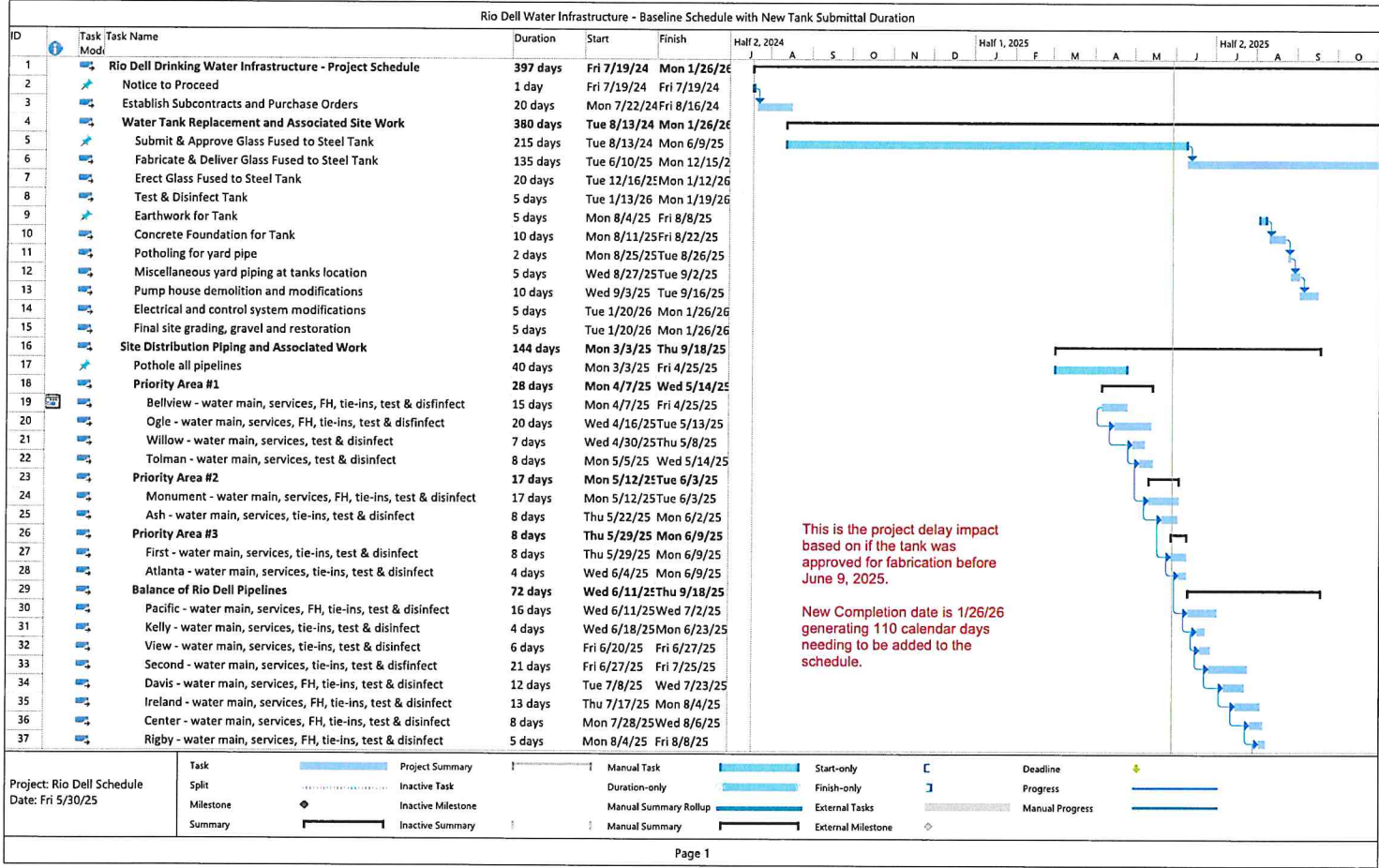
RT Labor 2,512.00
OT Labor -
Subtotal Labor 2,512.00
Markup 15% -
Labor Total: 2,512.00

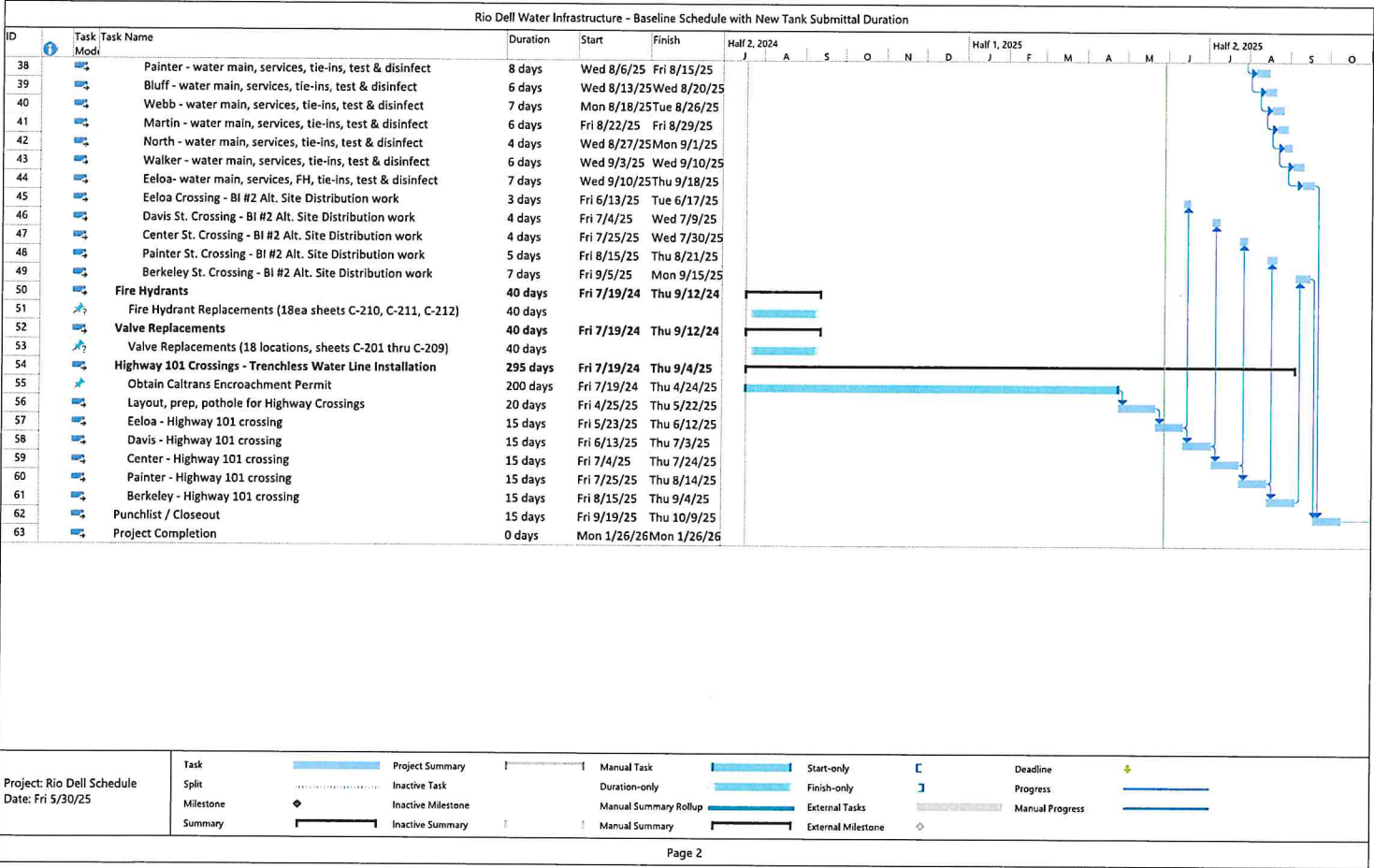
Equipment 2,256.00
Markup 15% -
Equipment Total: 2,256.00

Material Costs: -
Markup 15% -

Material Total: -

Estimate Total 4,768







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

For the Meeting of July 1, 2025

☐ Consent Item; ☒ Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: June 25, 2025

Subject: State Mandated Housing Text Amendments (1) Density Bonus Regulations Section 17.30.110; (2) Reasonable Accommodations Regulations, Section 17.30.290; (3) Single Room Occupancy Units Section 17.30.320; and (4) amending the Town Center (TC) and Residential Multifamily (RM) designations to allow Single Room Occupancy Units.

Recommendation:

That the City Council:

1. Allow staff to introduce and discuss Ordinance No. 415-2025 (1) repealing the existing Density Bonus Regulations, establishing new Density Bonus Regulations, Section 17.30.110; (2) establishing new Reasonable Accommodations Regulations, Section 17.30.290; (3) Single Room Occupancy Units Section 17.30.320 of the Rio Dell Municipal Code (RDMC); and (4) amending the Town Center (TC) and Residential Multifamily (RM) designations to allow Single Room Occupancy Units.

2. Open the public hearing, receive public input, and deliberate, including amending the Planning Commission's recommendations; and
3. Continue the second reading and approval of the Ordinance to the meeting of July 15, 2025.

Background

The Housing Element contains a number of policies and programs mandated by the State to encourage and facilitate housing opportunities. The Department of Housing and Community Development recently reached out to the City on our progress in implementing some of the required programs.

Program B-2 of the Housing Element requires a number of zoning text amendments, including Density Bonus, Reasonable Accommodations, and Single Room Occupancy Units (SRO's). The recommended amendments will bring the City into compliance with these State mandates.

Density Bonus

The City's current Density Bonus Regulations do not comply with current State Law. The California Density Bonus Law, codified in California Government Code Sections 65915-65918, incentivizes affordable housing development by allowing developers to increase the density of their projects in exchange for providing a certain percentage of below-market-rate units. This law mandates that cities and counties grant a density bonus (and other incentives/concessions) to housing developments that include a specified percentage of affordable units for low-income, very-low income, senior citizen, moderate-income, or student housing. The bonus amount is based on the percentage of affordable units, with higher percentages leading to greater bonuses.

Reasonable Accommodation

California, like federal law, mandates reasonable accommodations in housing for individuals with disabilities. This is primarily enforced through the **California Fair Employment and**

Housing Act (FEHA), which often provides broader protections than federal statutes like the Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA).

A reasonable accommodation request includes any encroachment into the front yard setback area, results in a building size increase above what is allowed in the applicable zoning district with respect to height, lot coverage and floor area ratio maximums, or whenever a reduction in required parking is requested. The request is an administrative process reviewed and approved by the Planning Director. The Planning Director or appointed designee may refer the matter to the Planning Commission, as appropriate. The process is identified in the draft ordinance.

Single Room Occupancy Units

California recognizes Single Room Occupancy (SRO) units as a vital component of its affordable housing strategy, particularly for lower-income individuals and those transitioning out of homelessness. While there isn't one single statewide "SRO regulation" that covers every detail, SROs are governed by a combination of state laws, the California Building Standards Code (Title 24 of the California Code of Regulations), and most importantly, local ordinances that interpret and apply these general frameworks.

"Single room occupancy" means a facility providing six or more dwelling units where each unit has a minimum floor area of one hundred fifty (150) square feet and a maximum floor area of four hundred (400) square feet. These dwelling units may have kitchen or bathroom facilities and shall be offered on a monthly basis or longer.

The draft regulations include a number of development standards. Please refer to the draft regulations which satisfy the State's requirements for SRO's.

Town Center and Residential Multifamily

Staff is recommending that SRO's be allowed in the Town Center zone on the upper floor of multistory commercial buildings and the Residential Multifamily zone.

Zone Reclassification Required Finding:**1. The proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected.**

Again, Housing Element contains a number of policies and programs mandated by the State to encourage and facilitate housing opportunities. The Housing Element is one of seven (7) state mandated elements of the General Plan.

The proposed amendments are not only consistent with the General Plan, they are consistent with Implementation Program B-2 of the Housing Element. The recommended amendments will bring the City into compliance with the State approved Housing Element and State mandates.

2. California Environmental Quality Act

Staff recommends that the City Council finds that this Ordinance is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) the common sense exemption because it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment. The recommended ordinance merely implements the provisions of state law and includes no provisions beyond those included in State Density Bonus, Reasonable Accommodation and Single Room Occupancy Unit laws.

Attachment 1: Draft Ordinance No. 415-2025

ORDINANCE NO. 415-2025



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING CHAPTER 17, “ZONING,” OF THE MUNICIPAL CODE TO UPDATE THE CITY’S DENSITY BONUS ORDINANCE TO REFLECT CHANGES MADE IN STATE LAW, ESTABLISH REASONABLE ACCOMMODATION’S REQUEST AND SINGLE ROOM OCCUPANCY REGULATIONS AND AMEND THE TOWN CENTER AND RESIDENTIAL MULTIFAMILY DESIGNATIONS TO ALLOW SINGLE ROOM OCCUPANCY USES

WHEREAS, Sections 65915 et seq. of the California Government Code, known as State Density Bonus Law, requires the City to provide a developer that proposes a housing development within the jurisdictional boundaries of the City containing affordable and other types of housing with a density bonus and other incentives; and

WHEREAS, California Government Code Section 65915(a) requires that all jurisdictions within the state adopt an ordinance that specifies how compliance with State Density Bonus Law will be implemented; and

WHEREAS, since adoption of the City’s current density bonus ordinance, the State Legislature has passed, and the Governor has signed into law numerous changes to State Density Bonus Law; and

WHEREAS, California, like federal law, mandates reasonable accommodations in housing for individuals with disabilities; and

WHEREAS a reasonable accommodation request includes any encroachment into the front yard setback area, results in a building size increase above what is allowed in the applicable zoning district with respect to height, lot coverage and floor area ratio maximums, or whenever a reduction in required parking is requested; and

WHEREAS, California recognizes Single Room Occupancy (SRO) units as a vital component of its affordable housing strategy, particularly for lower-income individuals and those transitioning out of homelessness; and

WHEREAS, in order to accommodate Single Room Occupancy Units, the Town Center and Residential Multifamily designations must be amended; and

WHEREAS, the 2019- 2027 Housing Element, which was adopted on November 3, 2020, and subsequently found in compliance with housing element law by the California Department of Housing and Community Development, provides that the City will update its Density Bonus regulations, Reasonable Accommodation regulations and Single Room Occupancy regulations to comply with State law; and

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

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

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

SECTION I. Incorporation of Recitals.

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

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

(a) Chapter 17.30 of the Rio Dell Municipal Code is amended as follows:

- 17.30.290 Recreational vehicle park development standards.
- 17.30.300 ~~Removal of natural materials.~~ Reasonable accommodations.
- 17.30.310 ~~Repealed.~~ Removal of natural materials.
- 17.30.320 ~~Signs and nameplates.~~ Single room occupancies.
- 17.30.330 ~~Street dedication and improvement.~~ Signs and nameplates.
- 17.30.340 ~~Swimming pools.~~ Street dedication and improvement.
- 17.30.350 ~~Tract offices.~~ Swimming pools.
- 17.30.360 ~~Vacation dwelling units.~~ Tract offices.
- 17.30.370 Vacation dwelling units.

(b) Section 17.30.110, Density Bonus regulations of Chapter 17 of the Rio Dell Municipal Code is repealed and replaced with the Ordinance shown in Exhibit “A” attached hereto and incorporated herein by reference.

(c) Section 17.30.300, Reasonable Accommodation regulations of Chapter 17 of the Rio Dell Municipal Code are established with the Ordinance shown in Exhibit “B” attached hereto and incorporated herein by reference.

(d) Section 17.30.320, Single Room Occupancy Units of Chapter 17 of the Rio Dell Municipal Code are established with the Ordinance shown in Exhibit “C” attached hereto and incorporated herein by reference.

(e) Section 17.20.040, the Town Center regulations and Section 17.20.035 Residential Multifamily regulations are hereby amended with the Ordinance shown in Exhibit “D” attached hereto and incorporated herein by reference.

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

The City Council finds that this Ordinance is exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (the common sense exemption) because it can be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment, in that the ordinance merely implements the provisions of state law and includes no provisions beyond those included in State Density Bonus Law that may result in a direct or indirect impact on the physical environment.

SECTION 4. Severability.

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

Section 5. Effective Date

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

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on June 3, 2025, and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on June 17, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Debra Garnes, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 415-2025 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on June 17, 2025.

Karen Dunham, City Clerk, City of Rio Dell

EXHIBIT “A”
Section 17.30.110 - Chapter 17
DENSITY BONUS

17.30.110 Density Bonus

(1) **Purpose.** In accordance with California Government Code Sections 65915, et seq., this Division specifies how compliance with State Density Bonus Law will be implemented. Specifically, the purpose of this Division is to provide density bonuses, incentives, concessions, and waivers of development standards for the production of housing for very low -, low-, and moderate-income households, senior households, provision of daycare facilities, student housing, and donations of land, and for other housing types as provided by state law. In enacting this Division, it is also the intent of the City to implement the goals, objectives, and policies of the City’s Housing Element of the General Plan.

(2) **Definitions.** The definitions found in State Density Bonus Law shall apply to the terms contained in this Division. “Incentives” include “concessions” as defined in State Density Bonus Law.

(3) Application Requirements.

(a) An applicant for a “housing development” as defined in State Density Bonus Law shall be eligible for a density bonus and other regulatory benefits that are provided by State Density Bonus Law when the applicant seeks and agrees to provide housing as specified in Government Code Section 65915(b), (c), (f), (g), (h), and (v), or in Government Code Section 65195.5, or successor provisions. The density bonus calculations shall be made in accordance with State Density Bonus Law.

(b) The granting of a density bonus, incentive, or concession, pursuant to this Division, shall not be interpreted, in and of itself, to require a general plan amendment, development code amendment, zone change, other discretionary approval, or the waiver of a City ordinance or provisions of a City ordinance unrelated to development standards.

(c) All requests for density bonuses, incentives, parking reductions, and waivers for a housing development shall be filed with and on a form provided by the Community Development Director, or their designee, concurrently with the filing of the planning application for the first discretionary or ministerial permit required for the housing development, whichever permit is earliest. The applicant shall be informed whether the application is complete consistent with Government Code Section 65943.

(d) The application shall include the required fee and the following minimum information:

(l) For a requested density bonus.

(aa) Summary table showing the maximum number of dwelling units permitted by the zoning and general plan excluding any density bonus units, proposed affordable units by income level, proposed bonus percentage, number of density bonus units proposed, total number of dwelling units proposed on the site, and resulting density in units per acre.

(bb) Subparagraph of Government Code Section 65915(b)(1) under which the housing development qualifies for a density bonus and reasonable documentation demonstrating that the housing development is eligible for a bonus under that subparagraph.

(cc) Where the housing development is seeking an additional bonus, the subparagraph of Government Code Section 65915(v)(1) under which the housing development qualifies for an additional density bonus and reasonable documentation demonstrating that the housing development is eligible for the additional bonus under that subparagraph.

(dd) A tentative map or preliminary site plan, drawn to scale, showing the number and location of all proposed units, designating the location of proposed affordable units and density bonus units.

(ee) The zoning and general plan designations and assessor's parcel number(s) of the housing development site.

(ff) A description of all dwelling units existing on the site in the five-year period preceding the date of submittal of the application and identification of any units rented in the five-year period; subject to any form of rent control through a public entity's valid exercise of its police power; or subject to a recorded covenant ordinance, or law restricting rents to levels affordable to households of lower or very low income.

(gg) If dwelling units on the site are currently rented, income and household size of all residents of currently occupied units, if known. If any dwelling units on the site were rented in the five-year period, but are not currently rented, the income and household size of residents occupying the dwelling units when the site contained the maximum number of dwelling units, if known.

(hh) The phasing of the construction of the affordable housing units in relation to the nonrestricted units in the housing development.

(ii) If a density bonus is requested for a land donation, the location of the land to be dedicated, proof of site control, and reasonable documentation that each of the requirements included in Government Code Section 65915 (g) can be met.

(II) **Requested incentives.** Incentives are those defined by State Density Bonus Law. The number of incentives that may be requested shall be based upon the number the applicant is entitled to pursuant to State Density Bonus Law. The application shall include the following minimum information for each incentive requested, shown on a site plan (if appropriate):

(aa) The City's usual regulation and the requested regulatory incentive or concession.

(bb) Except where mixed- use zoning is proposed as a concession or incentive, reasonable documentation to show that any requested incentive will result in identifiable and actual cost reductions to provide for affordable housing costs or rents.

(cc) If approval of mixed-use zoning is proposed, reasonable documentation that nonresidential land uses will reduce the costs of the housing development, that the nonresidential land uses are compatible with the housing development and the existing or planned development in the area where the proposed housing development will be located, and that mixed- use zoning will provide for affordable housing costs and rents.

(III) **Requested waivers.** For each waiver requested, the applicant shall include a list, and shown on a site plan (if possible), the City's required development standard and the requested development standard.

(IV) **Parking reductions.** If a housing development is eligible for a density bonus pursuant to State Density Bonus Law, the applicant may request an on -site vehicular parking ratio specified in Government Code Section 65915(p). An applicant may request this parking reduction in addition to the incentives and waivers permitted by paragraphs (2) and (3) of this subsection. The application shall include a table showing parking required by the zoning regulations, parking proposed under State Density Bonus Law, paragraph under Government Code Section 65915(p) (or other statute) under which the project qualifies for the parking reduction, and reasonable documentation that the project is eligible for the requested parking reduction.

(V) **Density bonus or incentive for a childcare facility in a housing development.** The application shall include reasonable documentation that all of the requirements included in Government Code Section 65915(h) can be met.

(VI) Density bonus or incentive for a condominium conversion. The application shall include reasonable documentation that all of the requirements included in Government Code Section 65915. 5 can be met.

(4) Application review process.

(a) All requests under State Density Bonus Law shall be part of the planning application and shall be applied for, reviewed, and acted upon concurrently with the planning application by the approval body with authority to approve the development, within the timelines prescribed by California Government Code Section 65950 et seq. or other statute. Appeals of the planning application in accordance with the requirements of the Rio Dell Municipal Code shall include all requests under State Density Bonus Law if appeals are authorized for the discretionary or ministerial permit applied for.

(b) To ensure that an application for a housing development conforms with the provisions of State Density Bonus Law, the staff report presented to the decision -making body shall state whether the application conforms to the following requirements of State Density Bonus Law, as applicable:

(I) The housing development provides the housing required by State Density Bonus Law to be eligible for a density bonus and any incentives, parking reduction, or waivers requested, including housing required to replace units rented or formerly rented to very low- and low-income households as required by California Government Code Section 65915(c)(3).

(II) If applicable, the housing development provides the housing required by State Density Bonus law to be eligible for an additional density bonus under Government Code Section 65915(v)(1).

(III) If an incentive is requested, reasonable documentation has been presented showing that any requested incentive will result in identifiable and actual cost reductions to provide for affordable housing or costs or rents; except that, if a mixed-use development is requested, the application must instead meet all of the requirements of Government Code Section 65915(k)(2).

(IV) If a waiver is requested, the development standards for which a waiver is requested would have the effect of physically precluding the construction of the housing development at the densities or with the incentives permitted.

(V) The housing development is eligible for any requested parking reductions under Government Code Section 65915(p) or other statute.

(VI) If the density bonus is based all or in part on donation of land, the requirements of Government Code Section 65915(g) have been met.

(VII) If the density bonus or incentive is based all or in part on the inclusion of a child care facility or condominium conversion, the requirements included in Government Code Section 65915(h) or 65915.5, as appropriate, have been met.

(c) The decision-making body shall grant an incentive requested by the applicant unless it makes a written finding, based upon substantial evidence, of any of the following:

(I) The proposed incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs, as defined in Health and Safety Code Section 50052.5; or for affordable rents, as defined in Health and Safety Code Section 50053; or

(II) The proposed incentive would be contrary to state or federal law; or

(III) The proposed incentive would have a specific, adverse impact upon the public health or safety or on any real property that is listed in the California Register of Historic Resources, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low - and moderate- income households. For the purpose of this subsection, “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the housing development was deemed complete as defined in Government Code Section 65589. 5.

d) The decision- making body shall grant the waiver of development standards requested by the applicant unless it makes a written finding, based upon substantial evidence, of any of the following:

(I) The proposed waiver would be contrary to state or federal law; or

(II) The proposed waiver would have an adverse impact on any real property listed in the California Register of Historic Resources; or

(III) The proposed waiver would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to low -and moderate-income households. For the purpose of this subsection, “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, written public health or safety standards, policies, or conditions as they existed on the date that the application for the housing development was deemed complete as defined in Government Code Section 65589.5.

e) If a child care center complies with the requirements of Government Code Section 65915(h), the decision-making body may deny a density bonus or incentive that is based on the

provision of child care facilities only if it makes a written finding, based on substantial evidence, that the City already has adequate child care facilities.

f) A request for minor modification of an approved density bonus housing plan may be granted by the City Manager, or their designee, if the modification substantially complies with the original density bonus housing plan and conditions of approval. Other modifications to the density bonus housing plan shall be processed in the same manner as the original plan.

5. Density bonus housing agreement.

(a) If a density bonus, incentive, parking reduction, or waiver is approved pursuant to this Division, the applicant shall enter into a binding affordable housing agreement and/ or restrictive covenant, as described below, with the City, which sets forth the conditions and guidelines to be met in the implementation of State Density Bonus Law and that ensures compliance with all of the provisions of this chapter. The agreement will also establish specific compliance standards and remedies available to the City upon failure by the applicant to comply with State Density Bonus Law, this Division, or the affordable housing agreement.

(b) For rental projects, the applicant shall enter into an affordable housing agreement with the City, running with the land, in a form approved by the City Attorney, to be executed by the City Manager, or their designee. The agreement shall require the continued affordability of all rental units that qualified the applicant for the receipt of the density bonus, incentive, waiver, or parking reduction for a minimum of 55 years or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program; shall identify the type, size and location of each affordable unit; shall specify the eligible occupants; shall specify phasing of the affordable units in relation to the market- rate units; and shall contain other relevant provisions approved by the City Attorney. Rents for the lower income density bonus units shall be set at an affordable rent as defined in State Density Bonus Law.

(c) For for-sale projects, the applicant shall enter into an affordable housing agreement with the City, running with the land, in a form approved by the City Attorney, to be executed by the City Manager, or their designee. The affordable housing agreement shall require that, the initial purchasers of those for-sale units that qualified the applicant for the receipt of the density bonus, incentive, waiver, or parking reduction are persons and families of lower or moderate income, as applicable, or if any for-sale unit is not purchased by an income-qualified household within one-hundred eighty (180) days after the issuance of the certificate of occupancy, then the unit(s) must be sold pursuant to a contract that satisfies the requirements of Revenue and Taxation Code Section 402.1(a)(10) to a qualified non-profit housing corporation as defined in State Density Bonus Law and that the units are offered at an affordable housing cost, as that cost is defined in Health and Safety Code Section 50052.5; and shall contain other relevant provisions approved by the City Attorney. The City shall enforce an equity sharing agreement consistent with State Density Bonus Law unless it is in conflict with

the requirements of another public funding source or law. The affordable housing agreement shall require the continued affordability of the for-sale units for 45 years.

d) Where a density bonus, waiver, or parking reduction is provided for a market-rate senior housing development, the applicant shall enter into a restrictive covenant with the City, running with the land, in a form approved by the City Attorney, to be executed by the City Manager, or their designee, to require the housing development to be operated as "housing for older persons" consistent with state and federal fair housing laws.

e) The executed affordable housing agreement shall be recorded against the housing development prior to final or parcel map approval, or, where a map is not being processed, prior to issuance of building permits for the housing development, whichever is earliest. The affordable housing agreement shall be binding on all future owners and successors in interest.

6. Density bonus calculations.

(a) In determining the total number of units to be granted, each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number.

(b) When calculating the number of affordable units needed to qualify for a given density bonus, any fractions of affordable dwelling units shall be rounded up to the next whole number.

(c) Except where a housing development is eligible for an additional bonus, pursuant to Government Code Section 65915(v), each housing development is entitled to only one density bonus. If a housing development qualifies for a density bonus under more than one category, the applicant shall identify the category under which the density bonus is requested to be granted.

(d) In determining the number of affordable units required to qualify a housing development for a density bonus pursuant to State Density Bonus Law, units added by a density bonus are not included in the calculations.

(e) The applicant may elect to accept a lesser percentage of density bonus than the housing development is entitled to, or no density bonus, but no reduction will be permitted in the percentages of affordable units required by State Density Bonus law. Regardless of the number of affordable units, no housing development shall be entitled to a density bonus greater than what is authorized under State Density Bonus Law.

(f) Nothing in this Division requires the provision of direct financial incentives from the City for the housing development, including, but not limited to, the provision of financial subsidies, publicly owned land, fee waivers, or waiver of dedication requirements. The City, at

its sole discretion, may choose to provide such direct financial incentives.

7. Development standards.

a) Building permits and final inspections or certificates of occupancy shall be issued concurrently for the market rate units and for any affordable units that qualified the project for a density bonus, incentive, waiver, or parking reduction, so that the affordable units comprise the required percentage of total units.

b) The external finish appearance of affordable units shall be indiscernible from that of the market rate units in the project. The internal finish of affordable units shall be identical to those of the market rate units in the project, except that the applicant may request City approval of substitutions for luxury interior finishes, appliances, or fixtures, if such substitutions do not violate any other City Code requirement.

c) To comply with fair housing laws, the affordable units shall contain the same proportional mix of bedroom sizes as the market- rate units. In mixed- income buildings, the occupants of the affordable units shall have the same access to the common entrances and to the common areas, parking, and amenities of the project as the occupants of the market -rate housing units, and the affordable units shall be located throughout the building and not isolated on one floor or to an area on a specific floor.

8. Density bonus for commercial development.

A Commercial Development may request and receive a Development Bonus pursuant to the provisions of Government Code Section 65915.7.

9. Interpretation.

If any portion of this Division conflicts with State Density Bonus Law or other applicable state law, state law shall supersede this Division. Any ambiguities in this Division shall be interpreted to be consistent with State Density Bonus Law. Statutory references in this Division include successor provisions.

EXHIBIT “B”
Section 17.30.290 - Chapter 17
REASONABLE ACCOMMODATION

Section 17.30.290 REASONABLE ACCOMMODATION

(1) Purpose and intent.

This chapter is established pursuant to the provisions of California Government Code Sections 12927(c)(1) and 12955(1) to provide a formal procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act (the Acts) in the application of zoning laws and other land use regulations, policies and procedures, and to establish relevant criteria to be used when considering such requests.

(2) Applicability.

In order to make specific housing available to an individual with a disability, any person may request a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.

A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This chapter applies only to those persons who are defined as disabled under the Acts.

(3) Application process.

(a) In order to make housing available to an individual with a disability, an applicant may request a reasonable accommodation in zoning and other land use regulations, policies, practices and procedures.

(b) All requests shall be reasonable and limited to the minimum that the applicant believes is necessary to accommodate the disability. Requests for reasonable accommodation shall be submitted via a form approved by the Planning Department, together with the appropriate fee, as established by resolution adopted by the City Council, and shall be filed with the Planning Department. The applicant is requested to provide the following information:

- (i) Name and address of the applicant;
- (ii) Name and address of the property owner(s);
- (iii) Address of the property for which accommodation is requested;
- (iv) The current use of the property for which accommodation is requested;

(v) Description of the requested accommodation, and the regulation(s), policy or procedure for which accommodation is sought, which could include site plans, floor plans, and/or details as necessary to define the extent of the accommodation;

(vi) The basis for the claim that the fair housing laws apply to the individual(s) with a disability and evidence supporting the claim, which may be in the form of a letter from a medical doctor or other licensed healthcare professional, a handicapped license, or other appropriate evidence;

(vii) Reason that the requested accommodation may be necessary for the individual(s) with the disability to use and enjoy the property; and

(viii) How the property will be used by the applicant and individual(s) with disabilities.

(c) Any information identified by the applicant as confidential shall be retained by the City in a manner so as to respect the privacy rights of the individual with a disability and shall not be made available for public inspection.

(d) A request for reasonable accommodation in regulations, policies, practices and procedures may be filed at any time that the accommodation may be necessary to ensure equal access to housing. A reasonable accommodation does not affect an applicant's obligation to comply with other applicable regulations not at issue in the requested reasonable accommodation.

(e) If an individual needs assistance in making the request for reasonable accommodation, the City will provide assistance to ensure that the process is accessible. Such assistance shall be limited to that which can be provided by existing City staff, and in no case shall the City be responsible for hiring any outside expert to assist an individual.

(f) The fee for an application for reasonable accommodation shall be established by resolution of the City Council.

(4) Approval process.

(a) Administrative Review. The Planning Director or an appointed designee has the authority to review and decide upon requests for reasonable accommodation, including whether the applicant is a disabled person within the meaning of this chapter. The Planning Director or appointed designee may refer the matter to the Planning Commission, as appropriate.

(b) Planning Commission Review. The Planning Commission has the authority to review and decide upon requests for reasonable accommodation, including whether the applicant is a disabled person within the meaning of this chapter, when referred by the Planning Director or when a reasonable accommodation request includes any encroachment into the front yard setback area, results in a building size increase above what is allowed in the applicable zoning district with respect to height, lot coverage and floor area ratio maximums, or whenever a reduction in required parking is requested.

(c) Notice. No advance notice or public hearing is required for consideration of reasonable accommodation requests by the Planning Director. Requests for reasonable accommodation subject to review by the Planning Commission shall require advance notice and a public hearing pursuant to the requirements of Chapter 17.35 of the Rio Dell Municipal Code.

(d) Decision. The Planning Director or an appointed designee shall render a decision or refer the matter to the Planning Commission within 30 days after the application is complete, and shall approve, approve with conditions or deny the application, based on the findings set forth in Chapter 17.35 of the Rio Dell Municipal Code. The decision shall be in writing and mailed to the applicant.

(i) If the application for reasonable accommodation involves another discretionary decision, the reviewing body for that decision shall accept as final the determination regarding reasonable accommodation by the Planning Director or an appointed designee, unless the reasonable accommodation request has been referred by the Planning Director or an appointed designee to the Planning Commission for consideration.

(ii) If the application for reasonable accommodation is referred to, or reviewed by, the Planning Commission, a decision to approve, approve with conditions, or deny the application shall be rendered within 20 working days after the close of the public hearing, based on the findings set forth above.

(5) Findings and decision.

(a) Any decision on an application under this chapter shall be supported by written findings addressing the criteria set forth in this subsection. An application under this chapter for a reasonable accommodation shall be granted if all of the following findings are made:

(i) The housing, which is the subject of the request, will be used by an individual disabled as defined under the Acts.

(ii) The requested reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts.

(iii) The requested reasonable accommodation would not impose an undue financial or administrative burden on the City.

(iv) The requested reasonable accommodation would not require a fundamental alteration in the nature of a City program or law, including but not limited to land use and zoning.

(v) There are no reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the City's applicable rules, standards and practices.

(b) In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection (a) of this section.

(6) Appeals determination.

Any decision on an application under this chapter shall be subject to appeal pursuant to Section 17.35.060 of the Rio Dell Municipal Code.

EXHIBIT “C”
Section 17.30.320 - Chapter 17
SINGLE ROOM OCCUPANCY UNITS

Section 17.30.320 SINGLE ROOM OCCUPANCY UNITS

(1) Purpose and intent.

It is the purpose and intent of this chapter to regulate the development and operation of single room occupancy land uses. Single room occupancy (SRO) units provide housing opportunities for lower-income individuals, persons with disabilities, seniors, and formerly homeless individuals.

(2) Definitions.

For the purposes of this chapter, the following word shall have the meaning respectively ascribed to it in this section:

“Single room occupancy” means a facility providing six or more dwelling units where each unit has a minimum floor area of one hundred fifty (150) square feet and a maximum floor area of four hundred (400) square feet. These dwelling units may have kitchen or bathroom facilities and shall be offered on a monthly basis or longer.

(3) Standards.

(a) Single Room Occupancy Units. The following standards apply to single room occupancy units. In the event of conflict between these standards and the underlying zoning district regulations, the provisions of this section shall apply.

(i) Unit Size. The minimum size of a unit shall be one hundred fifty (150) square feet and the maximum size shall be four hundred (400) square feet.

(ii) Bathroom Facilities. An SRO unit is not required to but may contain partial or full bathroom facilities. A partial bathroom facility shall have at least a toilet and sink; a full facility shall have a toilet, sink, and bathtub, shower, or bathtub/shower combination. If a full bathroom facility is not provided, common bathroom facilities shall be provided in accordance with California Building Code for congregate residences with at least one full bathroom per every three units on a floor.

(iii) Kitchen. An SRO unit is not required to but may contain partial or full kitchen facilities. A full kitchen includes a sink, a refrigerator, and a stove, range top, or oven. A partial kitchen is missing at least one of these appliances. If a full kitchen is not provided, common kitchen facilities shall be provided with at least one full kitchen per floor.

(iv) Closet. Each SRO shall have a separate closet.

(v) Code Compliance. All SRO units shall comply with all requirements of the California Building Code.

(b) Single Room Occupancy Facilities. In addition to the development standards in the underlying zoning district, the following standards apply to single room occupancy facilities. In the event of conflict between these standards and the underlying zoning district regulations, the provisions of this section shall apply.

(i) Density. A single room occupancy facility is not required to meet density standards of the general plan.

(ii) Common Area. Four square feet of interior common space per unit shall be provided, with at least two hundred (200) square feet in area of interior common space, excluding janitorial storage, laundry facilities, and common hallways. All common areas shall comply with all applicable ADA accessibility and adaptability requirements.

(iii) Bathroom Facilities. If private bathing facilities are not provided for each unit, shared shower or bathtub facilities shall be provided in accordance with the most recent edition of the California Building Code for congregate residences with at least one full bathroom (including toilets, sinks, and bathing facilities) per every three units on a floor. The shared shower or bathtub facility shall be accessible from a common area or hallway. Each shared shower or bathtub facility shall be provided with an interior lockable door.

(iv) Laundry Facilities. Laundry facilities shall be provided in a separate room at the ratio of one washer and dryer for every ten (10) units, with at least one washer and dryer per floor.

(v) Cleaning Supply Room. A cleaning supply room or utility closet with a wash tub with hot and cold running water shall be provided on each floor of the SRO facility.

(vi) Management Plan. A management plan shall be submitted with the development application for an SRO facility and shall be approved by the community development director and housing programs manager. The management plan must address management and operation of the facility, rental procedures, safety and security of the residents and building maintenance.

(vii) Facility Management. An SRO facility with ten (10) or more units shall have an on-site manager. An SRO facility with less than ten (10) units shall provide a management office on-site.

(viii) Parking. Parking shall be provided for an SRO facility at a rate of one parking space per unit plus an additional space for the on-site manager. Different parking standards apply in the form-based code area. See Section 17.30.230(17).

(ix) Accessibility. All SRO facilities shall comply with all applicable ADA accessibility and adaptability requirements.

(x) Existing Structures. An existing structure may be converted to an SRO facility, consistent with the provisions of this section.

EXHIBIT “D”
Section 17.20.40 & 17.20.35 - Chapter 17
TOWN CENTER & RESIDENTIAL MULTIFAMILY

17.20.040 Town center or TC zone.

The purpose of the town center or TC zone is to provide an area for a broad range of uses which generate high pedestrian traffic and which do not have large space requirements, including artisan workshops and galleries, retail businesses, personal services, offices, eating places, visitor accommodations, and similar uses. Mixed residential-commercial uses are an important component of the TC zone and are encouraged to ensure an economically and socially vibrant downtown that is intended for, and enjoyed by, residents and visitors alike.

The following regulations shall apply in all town center or TC zones:

(1) Principal Permitted Uses.

- (a) Resident and visitor-serving retail and service uses conducted entirely within an enclosed building, including, but not limited to: grocery stores; drug stores; hardware stores; variety stores; sporting goods stores; bakeries; coffee shops; fruit and vegetable markets; bicycle sales, rentals and repair shops; bowling alleys; furniture sales; audio-video stores; florists; frame shops; clothing and apparel businesses; health clubs; dry cleaning (not including processing plants); laundromats; tailors; shoe repair; retail sales and repair of household goods and appliances; and hobby and craft shops;
- (b) Apartments on the upper floors of multistory buildings;
- (c) Service establishments, such as spas, nail salons, beauty salons, and barbershops;
- (d) Business and professional offices, such as for accountants, lawyers, architects, engineers, realtors, financial advisors, medical and dental offices;
- (e) Banks and financial institutions without drive-up facilities;
- (f) Restaurants and licensed premises (bars) appurtenant thereto;
- (g) Movie theaters;
- (h) Galleries, museums and gift shops;
- (i) Emergency shelters, supportive and transitional housing projects, **and** low barrier navigation centers **and single room occupancy units subject to the operational standards in RDMC 17.30.320** on the upper floors of multistory buildings.

(2) Uses Permitted with a Use Permit.

- (a) Civic and cultural organizations such as Elk and Moose Lodges, Rotary clubs, garden clubs;

- (b) Hotels and motels; bed and breakfast inns;
- (c) Licensed premises (bars) not appurtenant to any restaurant;
- (d) Artisan studios and showrooms including, but not limited to: woodworking, glass blowing, metal works, ceramics, crafts, and clothing manufacturers;
- (e) Live-work units where residential activities are located at the back of buildings, and do not occupy more than 40 percent of the gross floor area;
- (f) Uses not specifically identified, but similar to and compatible with the uses permitted in the zone.

17.20.035 Residential multifamily or RM zone.

The purpose of the residential multifamily or RM zone is to provide land suitable for higher density residential uses. The following regulations shall apply in all residential multifamily or RM zones:

(1) Principal Permitted Uses.

- (a) Detached single-family dwellings, multiple dwellings and dwelling groups;
- (b) Community care facility for six or fewer individuals;
- (c) Family day care home for 12 or fewer children, including children who reside at the residence;
- (d) Emergency shelters/transitional housing subject to the operational standards in RDMC [17.30.120](#);
- (e) Low barrier navigation centers;
- (f) Residential care facilities with six or fewer persons.

(g) Single Room Occupancy Units subject to the operational standards in RDMC 17.30.320.

(2) Uses Permitted with a Use Permit.

- (a) Mobilehome and recreational vehicle parks;
- (b) Community care facility for seven or more individuals;
- (c) Family day care home for 13 or more children, including children who reside at the residence;
- (d) Public and private noncommercial recreation facilities;

(e) Churches, civic and cultural uses;

(f) Any use not specifically enumerated if it is similar to and compatible with the uses permitted in the zone.