



RIO DELL CITY COUNCIL AGENDA

REGULAR MEETING - 6:00 PM

TUESDAY, SEPTEMBER 16, 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.



In compliance with the Americans with Disabilities Act (ADA), if you require special assistance to participate in this meeting, please get in touch with 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.

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

1. 2025/0916.01 - Proclamation Designating September 17-23, 2025 as Constitution Week
- Pg. #4

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. 2025/0916.02 - Approve Minutes of the August 29, 2025, Special Meeting **(ACTION)** - Pg. #6
2. 2025/0916.03 – Approve Minutes of the September 2, 2025, Regular Meeting **(ACTION)** - Pg. #7
3. 2025/0916.04 - Approve Resolution No. 1647-2025 Amending the Safety Element to Incorporate the 2025 Local Hazard Mitigation Plan **(ACTION)** - Pg. #14
4. 2025/0916.05 - Approve Resolution No. 1648-2025 Designating Voting Delegates for the Cal Cities Annual Conference and Expo on October 8-10, 2025 **(ACTION)** - Pg. #75
5. 2025/0916.06 - Authorize the City Manager to Execute a 2-Year Service Agreement with Peterson CAT for the Inspection and Maintenance of the City's Backup Generators **(ACTION)** - Pg. #77
6. 2025/0916.07 – Approve Resolution No. 1650-2025 to Implement the City of Rio Dell's Last, Best, and Final Offer with the Rio Dell Employees Association for Terms and Conditions of employment **(ACTION)**- Pg. #88
7. 2025/0916.08 - Receive and File the Check Register for August **(ACTION)** - Pg. #91
8. 2025/0916.09 - Approve Resolution No. 1646-2025 Accepting the City's Updated Annex to the Humboldt Operational Area Hazard Mitigation Plan **(ACTION)**- Pg. #95

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

1. 2025/0916.10 - City Manager/Staff Update **(RECEIVE & FILE)** - Pg. #132

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

1. 2025/0916.11 - Resolution No. 1649-2025 Approving a Budget Adjustment for the Purchase of Four (4) Shield 12 Speed Display Signs from All Traffic Solutions, Inc. for \$20,393.26 **(DISCUSSION/POSSIBLE ACTION)** - Pg. #138

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1. 2025/0916.12 - Second Reading (by title only) and Adoption of Ordinance No. 418-2025 Amending the City's Accessory Dwelling Unit (ADU) Regulations to Incorporate State Mandated Changes Pursuant to SB 1211 **(DISCUSSION/POSSIBLE ACTION)** - Pg. #150

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, October 7, 2025 at 6:00 p.m.*



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

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM Karen Dunham, City Clerk

DATE: September 16, 2025

SUBJECT: Proclamation Declaring September 17-23 as
Constitution Week

RECOMMENDATION

Read and present the Proclamation declaring September 17-23 as Constitution week.

BACKGROUND AND DISCUSSION

Catherine Culver, from the National Society of the Daughters of the American Revolution Eel River Valley Chapter, requested the proclamation be placed on the agenda. She will be present at the meeting to accept the proclamation.

ATTACHMENTS: Proclamation

PROCLAMATION

Designating September 17-23, 2025 as Constitution Week

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE, I, Debra Garnes, by virtue of the authority vested in me as Mayor of the City of Rio Dell, State of California, on behalf of the Rio Dell City Council, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rio Dell to be affixed this 16th day of September 2025.

Attest:

Karen Dunham
City Clerk, City of Rio Dell

Debra Garnes
Mayor, City of Rio Dell

RIO DELL CITY COUNCIL
SPECIAL MEETING MINUTES
AUGUST 29, 2025

A Special meeting of the Rio Dell City Council was called to order at 5:00 p.m. by Mayor Garnes.

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

Others Present: City Manager Knopp, and Attorney Gans (Remotely)

SPECIAL MEETING MATTERS

Closed Session – Conference with Legal Counsel – Consider Initiation of Litigation Pursuant to Government Code §54956.9(d)(4): One Case

The Council recessed into closed session with City Manager Knopp and City Attorney Gans at 5:00 p.m. to discuss the above matter.

The meeting reconvened at 5:44 p.m.

Mayor Garnes announced that there was no reportable action from the closed session.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 5:45 p.m. to the next regular meeting on September 2, 2025.

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 2, 2025**

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

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

Others Present: City Manager Knopp, Chief of Police Phinney,
Community Development Director Caldwell,
Water/Roadways Superintendent Jensen, Community
Service Officers Clark and Wolfe, City Clerk Dunham,
and Senior Fiscal Assistant Maciel

Absent: Finance Director Sanborn (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.

Mayor Pro Tem Carter left the meeting at 5:30 p.m.

RECONVENE INTO OPEN SESSION

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

ORAL ANNOUNCEMENTS

Mayor Garnes announced that the City Council was in closed session to discuss the above-listed matter and had nothing to report from the closed session.

PUBLIC PRESENTATIONS

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

SEPTEMBER 2, 2025 MINUTES
Page 2**CONSENT CALENDAR**

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

Wilson/Orr made a motion to approve the consent calendar, including the following items:

- 1) Approve Minutes of the August 19, 2025, Regular Meeting;
- 2) Approve Renewal of the Senior Home Repair Grant Program Contract with Humboldt Senior Resource Center and Authorize a Reduced Allocation of \$2,500;
- 3) Authorize the City Manager to Enter into an Agreement with J & G Lawn and Garden to Renovate the Flower Beds at Blue Star Park; and
- 4) Authorize the City Manager to Execute a Memorandum of Understanding (MOU) with the Rio Dell Police Officers Association (POA).

The motion carried 4-0.

REPORTS/STAFF COMMUNICATIONSCity Manager/Staff Update

City Manager Knopp highlighted the staff update and said that he and Water/Roadways Superintendent Jensen met with Hank Seeman from Humboldt County Public Works to discuss the Potter Valley Project and the City's concerns. He said that the decommissioning of the Scott Dam has a lot of unintended consequences, potentially for the City, but feels the City is on a good track in terms of making sure the City's issues are raised with PG&E through the Federal process.

He then reported that he attended the Wildlife Conservation Board meeting on Thursday, August 28, 2025 (virtually) and was happy to announce that the City's \$1,200,000 grant for the ADA extension of the Eel River Trail was approved. Staff will be working with the city engineers to get the project out to bid.

He said that he attended the Redwood Empire Division meeting in Fortuna on August 22, 2025, and received a great presentation from Yana Valachovic, Forest Advisor and County Director, UC Extension on fire and its connection to homeowners' insurance. He noted that some important building design criteria are starting to be adopted statewide related to fireproofing homes to make homes more resilient to fire and transmission of embers from long distances.

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Councilmember Wilson commented that he keeps seeing posts on social media related to bear sightings in Rio Dell, and asked if there is anything the city could do, perhaps contacting the Department of Fish and Game for assistance.

Chief Phinney said that he could contact the Department of Fish and Game to see what their criteria are for relocating bears.

Mayor Pro Tem Carter rejoined the meeting at this time, 6:08 p.m., and announced that once again, there were no cats transported to Miranda's Rescue.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

Public Hearing on the Cost Recovery for the Abatement of 530 Third Ave.

Community Service Officer Clark provided a staff report and said that this serves as the public hearing on the cost recovery for the abatement of 530 Third Avenue. She said that the abatement took place on May 20, 2025, and the City's costs for the abatement were determined to be \$4,054.54.

Staff's recommendation was to receive any testimony concerning the cost recovery for the abatement, close the public hearing, deliberate, and approve the Findings and Order Confirming Accounts and Assessment for the abatement of 530 Third Avenue.

The public hearing was opened at 6:12 p.m. No public comment was received, and the public hearing was closed.

Carter/Woodall made a motion to approve the Findings and Order Confirming Accounts and Assessment for the abatement of 530 Third Avenue. Motion carried 5-0.

Authorize the City Manager to Issue a Request for Proposals (RFP) for Annual Landscaping Maintenance Services

City Manager Knopp provided a staff report and said that the City currently utilizes the Public Works utility crew for grounds maintenance activities in addition to specialized utility operations in water and wastewater that require technical expertise and regulatory compliance.

He said that over 10 years ago, the City issued an RFP for landscaping services, but the proposals came in too high, and the concept was dropped in favor of continuing to use the utility crew for grounds maintenance.

He commented that in discussions with senior staff, trying to access some of the differences between Rio Dell's operations and some of the other cities, and what would be the best situation for public works employees related to job functions, the topic of revisiting the issue of potentially contracting out landscaping services was discussed.

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He noted that Wildwood Avenue, which is the City's main roadway, has some very nice features, including the median and City Hall grounds, but they are very time-intensive to maintain. He said that it could be advantageous to explore contracting out landscaping services as a potential method to make the utility worker positions more inviting, sustainable, and less physically exhausting, and to boost the morale of the Public Works Department. He noted that other benefits may include more specialized expertise in grounds maintenance and additional time for the City's utility crew to focus on training for water and wastewater operations.

City Manager Knopp pointed out the potential downside and said that adding a contractor for this function without reducing costs in other areas will result in a net cost increase to the City. He explained that theoretically, there would be an increase in the water and wastewater operations funds because more of the time of the utility crew would be focused on those functions.

He added that weighing the pros and cons of this approach is difficult to estimate, but recommended that staff seek out proposals from licensed landscape maintenance companies to better understand the overall costs, so staff can better analyze an approach to the operation of the public works department.

Councilmember Woodall asked if the landscaping contractor would be maintaining the Blue Star Park as well as the Wildwood Avenue median.

Water/Roadways Superintendent Jensen said the idea would be for the landscape contractor to maintain the north and south sections of the gateway and anything along Wildwood Ave., including City Hall grounds, Memorial Park, and Blue Star (Triangle) Park.

Councilmember Woodall asked if the contractor would maintain the grounds at the Davis Street Park, to which the response was that the Davis Street Park would not be included.

She expressed support for the concept of issuing an RFP for landscaping services to see if it is feasible, so public works utility workers would be free to focus on other duties.

Councilmember Wilson asked how many utility workers are currently utilized for mowing and landscaping functions.

City Manager Knopp said that typically, three utility workers share that responsibility.

Water/Roadways Superintendent Jensen pointed out that currently, there is only one utility worker.

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Councilmember Wilson asked if the contract would include maintaining the Dog Park. Water/Roadways Superintendent said that the Public Works Utility crew would still mow the Dog Park.

Councilmember Wilson supported the idea of issuing an RFP to see what the costs would be.

Councilmember Orr commented that contracting out some of the landscaping services would allow public works employees more time to focus on more vital services.

Woodall/Carter made a motion to authorize the City Manager to issue a Request for Proposals (RFP) for annual landscaping maintenance services. The motion carried 5-0.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Introduction and First Reading (by title only) of Ordinance No. 418-2025 Amending the City's Accessory Dwelling Unit (ADU) Regulations to Incorporate State Mandated Changes Pursuant to SB 1211

Community Development Director Caldwell provided a staff report and said that this item involves another state mandate that compels the City to amend its Accessory Dwelling Unit (ADU) regulations. He referred to the four (4) bullet points on page 57 of the packet, which summarized the areas of non-compliance.

He explained that the current regulations allow for two (2) accessory dwelling units; one is called an accessory dwelling unit, the second is called a junior accessory dwelling unit. Under the new changes, based on the number of existing units, that number of units could double on a parcel, up to a maximum of eight (8) units.

He explained that the City could not require additional parking, even if the ADU displaces parking according to the State mandate. He said that a lot of the state mandates are based on more urban areas with mass transit opportunities. The City currently has the ability to waive parking requirements, provided the unit is within 0.5 miles of a bus stop. That does not apply to the avenues due to the parking problem in that area, and that will not change.

He further explained that the City's regulations also need to include the definition of "livable space," and the new state law reinforces a ministerial review process for ADU permits, which means the City must approve a qualifying application without a Conditional Use Permit.

Councilmember Orr asked if "livable space" means that they have to have a bathroom.

Community Development Director Caldwell said that they must have access to a bathroom, but the ADU could share a bathroom with the primary residence. He noted

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that 95% of the time, junior ADU's are attached to the primary residence and may or may not have a separate entrance, but must have access to a bathroom.

Carter/Orr made a motion to approve the introduction and first reading (by title only) of Ordinance No. 418-2025 Amending the City's Accessory Dwelling Unit (ADU) Regulations to Incorporate State Mandated Changes Pursuant to SB 1211. Motion carried 5-0.

COUNCIL REPORTS/COMMUNICATION

Mayor Pro Tem Carter reported on upcoming meetings and events and said that she attended the CalCities Redwood Empire Division meeting in Fortuna on August 22nd and said they received a presentation on homeowners' insurance and fire risk.

She said that she attended a RREDC meeting on August 25th and they heard from "Start Up Humboldt," which is similar to a Shark Tank competition with a prize of \$200,00 to the winner. She said that she would be looking into the contest to get more information and urged everyone to look at their website.

She also reported that the Community Resource Center is hosting the "Touch a Truck Event" at the Fire Hall on September 6th, which is fun for adults as well as kids.

Councilmember Orr reported on his attendance at the last HCAOG meeting, where there was a slew of presentations, two of which were the implementation of the Safe Streets website, which categorizes streets as far as safety, and the other one was a breakdown of housing counts for the next state assessment and how to reach exemption status on some.

Councilmember Wilson reported on his attendance at the RCEA meeting and said that one of the things they will be talking about at the next meeting is the use of AI power. There was a discussion on the pullback of funding from the federal government related to the Offshore Wind Energy Project, and funding from the tribes for putting power back into the grid.

Councilmember Woodall reported that there would be a Chamber of Commerce meeting on September 8th at 6:00 p.m. at the Community Resource Center and that she would be attending an HTA meeting tomorrow for Mayor Garnes.

She requested that the City, at some point, consider purchasing a bench to be installed halfway down the Eel River Trail so people, especially older people, would be able to sit down.

Mayor Garnes addressed the issue of truck parking on Wildwood Ave. and asked if the discussion would need to go back to the Traffic Committee before coming before the City

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Council, or if the Police Department could issue parking citations to the trucks not adhering to the 2-hour truck parking on Wildwood Ave.

ADJOURNMENT

Carter/Wilson made a motion to adjourn the meeting at 6:32 p.m. to the September 16, 2025, regular meeting. Motion carried 5-0.

Debra Garnes, Mayor

Attest:

Karen Dunham, City Clerk



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

For the Meeting of September 16, 2025

☐ Consent Item; ☒ Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director

Through: Kyle Knopp, City Manager

Date: September 8, 2025

Subject: Safety Element Amendment – Local Hazard Mitigation Plan

Recommendation:

That the City Council:

1. Receive a brief staff presentation regarding amending the Safety Element to incorporate the County Local Hazard Mitigation Plan (LHMP) by reference and to include the Rio Dell element of the LHMP in the Safety Element; and
2. Open the public hearing, receive public input, close the public hearing; and
3. Adopt Resolution No. 1647-2025 amending the Safety Element to incorporate the 2025 Local Hazard Mitigation Plan.

Summary

The Safety Element of a General Plan is a mandated component designed to reduce risks from various hazards like floods, fires, and earthquakes. It was last amended in February 2023 following the December 2022 and January 2023 earthquakes. The 2023 amendments included

incorporating the 2020 County Local Hazard Mitigation Plan (LHMP) including the Rio Dell element of the LHMP, which is key to local disaster risk reduction.

The Local Hazard Mitigation Plan (LHMP)

The LHMP is updated every five years to maintain eligibility for FEMA funding and to help guide policies and projects that reduce the impact of natural disasters. The City of Rio Dell is one of 23 local jurisdictions that participated in the 2025 Multi-Jurisdiction LHMP for Humboldt County. The collaborative process for this plan involved local governments, stakeholders, and public outreach. The plan's objectives include:

- **Risk Assessment:** Identify natural disaster risks and vulnerabilities.
- **Mitigation Strategies:** Develop long-term strategies to protect people and property.
- **Implementation:** Formulate plans to put mitigation strategies into action.

FEMA and Multi-Jurisdictional Planning

FEMA encourages multi-jurisdictional planning for hazard mitigation to leverage resources and meet federal requirements. To qualify for FEMA funding, participating jurisdictions must have an officially adopted and FEMA-approved mitigation plan. The Humboldt County LHMP, with its various planning partners and jurisdiction-specific annexes (like the City of Rio Dell's), is an example of this collaborative approach. The city's annex is included in Volume 2 of the Humboldt County Operational Area Hazard Mitigation Plan and is incorporated into the City's Safety Element as Appendix A.

Discussion

Safety Element - The Safety Element was presented and approved by the Planning Commission on September 27, 2016 – Resolution No. 102-2016.

The Safety Element is one of seven mandated elements of the General Plan. The purpose of the Safety Element is to reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, earthquakes, landslides, and other

hazards. The safety element overlaps topics also mandated in the land use, conservation, and open-space elements.

The Safety Element must identify hazards and hazard abatement (mitigation) provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The element contains general hazard and risk reduction strategies and policies supporting hazard mitigation measures. Policies address the identification of hazards and emergency response, as well as mitigation through avoidance of hazards by new projects and reduction of risk in developed areas. The Safety Element was last amended in February 2023 to reflect the earthquakes of December 2022 and January of 2023 that caused more than 30 million dollars' in damage. It was also amended incorporate the 2020 County Local Hazard Mitigation Plan (LHMP) by reference and to include the Rio Dell element of the LHMP.

Local Hazard Mitigation Plan

The Local Hazard Mitigation Plan is updated every five (5) years. The City of Rio Dell is one of 23 local jurisdictions that participated in the development in the 2025 Multi-Jurisdiction Local Hazard Mitigation Plan (LHMP) for Humboldt County. The City, the Humboldt County Office of Emergency Services and our planning partners worked with IEM Consultants in developing the LHMP.

The Humboldt County Multi-Jurisdiction Local Hazard Mitigation Plan (LHMP) 2025 serves as an update to the local agencies and districts ongoing efforts in hazard mitigation planning. The initial plan, developed in 2007, identified resources, information, and strategies to reduce risks from natural hazards and called for regular updates. The plan was last updated in 2020, and the 2025 LHMP fulfills this ongoing update requirement.

The 2025 update continues to comply with the federal Disaster Mitigation Act (DMA), ensuring that Humboldt County and its partners remain eligible for Federal Emergency Management Agency (FEMA) funding. The plan encompasses the entire Humboldt County Operational Area, including twenty-five cities and special-purpose districts, and aims to guide policies, programs, and projects that reduce the impacts of natural disasters on life, property, and infrastructure.

The planning process for the 2025 HMP involves a collaborative effort among local governments, stakeholders, and the public. It included a comprehensive risk assessment, the development of mitigation strategies, and the formulation of implementation plans. Public outreach was conducted through various channels, including social media, surveys, meetings, and a dedicated website, to ensure community involvement and input.

Overall, the 2025 update of the Humboldt County Operational Area Hazard Mitigation Plan reflects the county's continued commitment to reducing the impacts of natural hazards through comprehensive planning, collaboration, and community involvement.

Hazard mitigation planning reduces loss of life and property by minimizing the impact of disasters. It begins with state, tribal and local governments identifying natural disaster risks and vulnerabilities that are common in their area. After identifying these risks, they develop long-term strategies for protecting people and property from similar events. Mitigation plans are key to breaking the cycle of disaster damage and reconstruction. The City's Safety Element of the General Plan is a key local tool in reducing risks associated with disasters, including flooding, earthquakes and fire.

It is impossible to predict exactly when and where all disasters will occur or the extent to which they will impact an area, but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses.

Jurisdictions with FEMA-approved and formally adopted mitigation plans are eligible to apply for funding under FEMA's hazard mitigation assistance programs, including Hazard Mitigation Grant Program, Pre-Disaster Mitigation and Flood Mitigation Assistance grant programs.

The Federal Emergency Management Agency (FEMA) encourages multi-jurisdictional planning for hazard mitigation. All participating jurisdictions must meet the requirements of Chapter 44 of the Code of Federal Regulations (44 CFR):

*"Multi-jurisdictional plans (e.g. watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process and **has officially adopted the plan.**" (Section 201.6(a)(4)).*

For the Humboldt County Hazard Mitigation Plan, a planning partnership was formed to leverage resources and to meet requirements of the federal Disaster Mitigation Act for as many eligible local governments as possible. The Disaster Mitigation Act defines a local government as follows:

"Any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity."

Two types of planning partners participated in this process for the Humboldt County Hazard Mitigation Plan, with distinct needs and capabilities:

- Incorporated municipalities
- Special districts

Each participating planning partner prepared a jurisdiction-specific annex to the LHMP. The City of Rio Dell's annex is included in Volume 2 of the Humboldt County Operational Area Hazard Mitigation Plan and is incorporated into the City Safety Element and is included as Appendix A.

Procedures for Plan Amendments

California Government Code § 65350-65362 contains the following procedural requirements to amend a general plan:

- The Planning Commission shall hold at least one public hearing before approving a recommendation on the amendment;
- The Planning Commission shall make a written recommendation on the amendment;
- Prior to amending the general plan, the City Council shall hold at least one public hearing;
- The City Council shall amend the general plan by resolution, which shall be adopted by not less than a majority of the legislative body;

- City Council may approve, modify, or disapprove the Planning Commission recommendations, however any substantial modifications not previously considered by the Planning Commission shall first be referred to the Planning Commission for its recommendation;
- Copies of the adopted general plan amendment shall be made available for inspection by the public one working day following adoption;
- Within two working days after a request, copies shall be furnished to those so requesting;
- Any specific plan or other plan of the City that is applicable to the same areas or matters affected by a general plan amendment shall be reviewed and amended as necessary to make the specific or other plan consistent with the General Plan.

Plan Amendment Required Findings:

1. The proposed amendment(s) are deemed to be in the public interest.

The State has determined that the preparation and adoption of a Safety Element is in the public interest in that it identifies hazards and hazard abatement (mitigation) provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The element contains general hazard and risk reduction strategies and policies supporting hazard mitigation measures. Policies address the identification of hazards and emergency response, as well as mitigation through avoidance of hazards by new projects and reduction of risk in developed areas.

Adopting a Local Hazard Mitigation Plan (LHMP) is also in the public interest for a variety of critical reasons, serving as a proactive and cost-effective approach to community safety and resilience. Here's a summary of the key benefits:

- **Protects Public Safety and Property:** The primary goal of an LHMP is to reduce the potential for loss of life, injuries, and property damage from natural hazards like earthquakes, floods, and wildfires. It does this by identifying risks and vulnerabilities and then developing long-term strategies to mitigate those risks. This moves a community beyond simply reacting to disasters and into a planned, prepared stance.

- **Breaks the Cycle of Damage and Reconstruction:** Without a mitigation plan, communities can get caught in a costly cycle of disaster damage, followed by federal aid-funded reconstruction, only to be damaged again by a subsequent event. The LHMP helps communities invest in long-term solutions that make them more resilient, thereby reducing the need for costly post-disaster recovery efforts.
- **Ensures Eligibility for Federal Funding:** Under the Disaster Mitigation Act of 2000, having a FEMA-approved LHMP is a mandatory prerequisite for local jurisdictions to receive certain federal non-emergency disaster assistance and mitigation grants. This includes programs like the Hazard Mitigation Grant Program (HMGP) and the Flood Mitigation Assistance (FMA) grant program. Without a plan, a community cannot access these vital funds for protective projects.
- **Informs and Guides Community Development:** An LHMP provides a detailed risk assessment that can be integrated into other local planning documents, such as a city's General Plan (specifically the Safety Element), land-use plans, and zoning ordinances. This ensures that future development decisions are made with hazard risks in mind, preventing new construction in vulnerable areas and encouraging safer building practices.
- **Fosters Community Collaboration and Awareness:** The planning process for an LHMP is collaborative and involves a wide range of stakeholders, including government officials, businesses, community organizations, and the public. This process builds partnerships, increases public awareness of local hazards, and ensures that mitigation strategies have broad community buy-in. It also provides a public forum to prioritize mitigation actions that best suit the community's unique needs and resources.

In essence, adopting an LHMP is a fundamental and proactive step for any community. It not only secures critical funding but also provides a framework for saving lives, protecting property, and building a more resilient and sustainable future.

2. The proposed amendments are consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.

Section 1.4 of the Land Use Element of the General Plan includes a policy, P1.4-2 that requires the preparation of "...additional General Plan Elements to refine and improve the Plan." In addition, Section 1.5 of the Land Use Element of the General Plan calls for the preparation and adoption of the Safety Element. Therefore, the proposed General Plan Amendment (Circulation Element) is consistent with the General Plan.

3. The proposed amendments have been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA).

State law requires that any amendment of a general plan comply with the California Environmental Quality Act (CEQA). The primary purpose of CEQA is to inform the decision makers and the public of potential environmental effects of a proposed project. The adoption of the LHMP and amendment of Safety Element does not include any new mitigation measures.

A Local Hazard Mitigation Plan (LHMP) is a planning document that identifies natural hazards and outlines strategies to reduce the risks from those hazards. The act of adopting or incorporating this plan into the Safety Element of a city's general plan is typically considered a **planning-level activity** that does not directly cause any physical changes to the environment. The plan itself doesn't authorize or fund any specific construction projects.

The CEQA Guidelines provide for a "common sense exemption" (CEQA Guidelines § 15061(b)(3)) for projects where it can be seen with certainty that there is **no possibility** that the activity will have a significant effect on the environment. The adoption of an LHMP and its incorporation into the Safety Element are frequently viewed this way because they are administrative and policy-oriented in nature.

As such, staff believes based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects

STATE OF CALIFORNIA
City of Rio Dell

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Resolution No. 1647-2025 approved and adopted by the City Council of the City of Rio Dell on September 16, 2025.

Karen Dunham, City Clerk, City of Rio Dell

RESOLUTION NO. 1647-2025

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING THE SAFETY ELEMENT TO INCORPORATE THE COUNTY
LOCAL HAZARD MITIGATION PLAN (LHMP) BY REFERENCE AND TO
INCLUDE THE RIO DELL ELEMENT OF THE LHMP IN THE SAFETY
ELEMENT**

WHEREAS, in 2016 the City approved the current Safety Element; and

WHEREAS, the purpose of the Safety Element is to reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, earthquakes, landslides, and other hazards; and

WHEREAS, the City of Rio Dell is one of 23 local jurisdictions that participated in the development in the 2025 Local Hazard Mitigation Plan (LHMP) for Humboldt County; and

WHEREAS, hazard mitigation planning reduces loss of life and property by minimizing the impact of disasters; and

WHEREAS, each participating planning partner prepared a jurisdiction-specific annex to the LHMP; and

WHEREAS, the City of Rio Dell's annex is included in Chapter 7 of Volume 2 of the Humboldt County Operational Area Hazard Mitigation Plan and is incorporated into the City Safety Element and is included as Appendix A; and

WHEREAS the proposed Safety Element amendments have been processed pursuant to California Government Code § 65350-65362.

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

1. The proposed amendment(s) are deemed to be in the public interest.

The State has determined that the preparation and adoption of a Safety Element is in the public interest in that it identifies hazards and hazard abatement (mitigation) provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The element contains general hazard and risk reduction strategies and policies supporting hazard mitigation measures. Policies address the identification of hazards and emergency response, as well as mitigation through avoidance of hazards by new projects and reduction of risk in developed areas.

2. The proposed amendments are consistent and compatible with the rest of the General Plan and any implementation programs that may be affected.

Section 1.4 of the Land Use Element of the General Plan includes a policy, P1.4-2 that requires the preparation of "...additional General Plan Elements to refine and improve the Plan." In addition, Section 1.5 of the Land Use Element of the General Plan calls for the preparation and adoption of the Safety Element. Therefore, the proposed General Plan Amendment (Circulation Element) is consistent with the General Plan.

3. The proposed amendments have been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA).

State law requires that any amendment of a general plan comply with the California Environmental Quality Act (CEQA). The primary purpose of CEQA is to inform the decision makers and the public of potential environmental effects of a proposed project. The amendment of Safety Element does not include any new mitigation measures. As such, staff believes based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a *significant* effect on the environment. Where it can be seen with

certainty that there is no possibility that the project in question may have a significant effect on the environment, the project is not subject to CEQA.

A Local Hazard Mitigation Plan (LHMP) is a planning document that identifies natural hazards and outlines strategies to reduce the risks from those hazards. The act of adopting or incorporating this plan into the Safety Element of a city's general plan is typically considered a **planning-level activity** that does not directly cause any physical changes to the environment.

The plan itself doesn't authorize or fund any specific construction projects. The CEQA Guidelines provide for a "common sense exemption" (CEQA Guidelines § 15061(b)(3)) for projects where it can be seen with certainty that there is **no possibility** that the activity will have a significant effect on the environment. The adoption of an LHMP and its incorporation into the Safety Element are frequently viewed this way because they are administrative and policy-oriented in nature.

Based on the nature of the proposed amendment and the discussion above, staff believes there is no evidence to suggest that the amendment will have a significant effect on the environment.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Rio Dell approves the proposed amendments to the Safety Element.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Rio Dell on September 16, 2025 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Mayor Debra Garnes

STATE OF CALIFORNIA
City of Rio Dell

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Resolution No. 147-2025 approved and adopted by the City Council of the City of Rio Dell on September 16, 2025.

Karen Dunham, City Clerk, City of Rio Dell

Chapter 6

SAFETY ELEMENT

Chapter 6 Safety Element

6.1 Introduction



The purpose of the safety element is to reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, earthquakes, landslides, and other hazards. The safety element overlaps topics also mandated in the land use, conservation, and open-space elements. The components of this Element include:

- Geologic/Seismic Hazards
- Flood Hazards
- Fire Hazards
- Airport Safety
- Industrial Hazards
- Hazardous Materials
- Emergency Management

The safety element must identify hazards and hazard abatement provisions to guide local decisions related to zoning, subdivisions, and entitlement permits. The element contains general hazard and risk reduction strategies and policies supporting hazard mitigation measures. Policies address the identification of hazards and emergency response, as well as mitigation through avoidance of hazards by new projects and reduction of risk in developed areas.

6.2 Hazard and Risk Reduction

Land development is subject to a number of hazards to life and property, including seismic and non-seismic land instability, flooding, fire, and dangers from airport operations.

The degree of risk associated with these hazards can only be measured in relative terms. What

constitutes 'acceptable risk' varies with the type of development involved. For instance, a hospital should meet very strict earthquake standards in order to ensure that it is able to function in the event of a serious earthquake. A warehouse, on the other hand, would not need to be designed to the same rigorous standards because its functions during an earthquake would not be critical to the community's response to the emergency, nor would it pose serious risk to large numbers of people should it fail.

The General Plan manages risk through the use of land use designations to limit exposure to hazardous areas and through policies tailored to specific hazardous conditions. The goals, policies and implementation measures of this Element are many of the same existing policies found in Chapter 5, the Open Space and Conservation Element. All of the goals, policies and implementation measures are designed to proactively improve overall safety conditions within the City.

6.3 Local Hazard Mitigation Plan

The City of Rio Dell is one of 23 local jurisdictions that participated in the development in the 2020 2025 Local Hazard Mitigation Plan (LHMP) for Humboldt County. The City, the Humboldt County Office of Emergency Services and our planning partners worked with bay area consultant Tetra Tech IEM in developing the LHMP.

Hazard mitigation planning reduces loss of life and property by minimizing the impact of disasters. It begins with state, tribal and local governments identifying natural disaster risks and vulnerabilities that are common in their area. After identifying these risks, they develop long-term strategies for protecting people and property from similar events. Mitigation plans are key to breaking the cycle of disaster damage and reconstruction. The City's Safety Element of the General Plan is a key local tool in reducing risks associated with disasters, including flooding, earthquakes and fire.

It is impossible to predict exactly when and where all disasters will occur or the extent to which they will impact an area, but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses.

Jurisdictions with FEMA-approved and formally adopted mitigation plans are eligible to apply for

funding under FEMA's hazard mitigation assistance programs, including Hazard Mitigation Grant Program, Pre-Disaster Mitigation and Flood Mitigation Assistance grant programs.

The Federal Emergency Management Agency (FEMA) encourages multi-jurisdictional planning for hazard mitigation. All participating jurisdictions must meet the requirements of Chapter 44 of the Code of Federal Regulations (44 CFR):

"Multi-jurisdictional plans (e.g. watershed plans) may be accepted, as appropriate, as long as each jurisdiction has participated in the process and has officially adopted the plan." (Section 201.6(a)(4)).

For the Humboldt County Hazard Mitigation Plan, a planning partnership was formed to leverage resources and to meet requirements of the federal Disaster Mitigation Act for as many eligible local governments as possible. The Disaster Mitigation Act defines a local government as follows:

"Any county, municipality, city, town, township, public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; any Indian tribe or authorized tribal organization, or Alaska Native village or organization; and any rural community, unincorporated town or village, or other public entity."

Two types of planning partners participated in this process for the Humboldt County Hazard Mitigation Plan, with distinct needs and capabilities:

- Incorporated municipalities
- Special districts

Each participating planning partner prepared a jurisdiction-specific annex to the LHMP. The City of Rio Dell's annex is included in Chapter 7 19 of Volume 2 of the Humboldt County Operational Area Hazard Mitigation Plan and is incorporated into the City Safety Element and is included as Appendix A.

~~The Humboldt County Operational Area Hazard Mitigation Plan was approved by the California Governor's Office of Emergency Services (Cal OES) on 10/24/2019 and submitted to the Federal Emergency Management Agency (FEMA) for approval. On 1/2/2020, FEMA determined the Hazard Mitigation Plan is eligible for approval pending adoption by participating jurisdictions. A copy of the approved Hazard Mitigation Plan can be found here:
<https://humboldt.gov/3011/County-Emergency-Plans>.~~

The California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) have determined the Hazard Mitigation Plan is eligible for approval pending adoption by participating jurisdictions. A copy of Volume 1 of the Hazard Mitigation Plan can be found here:
<https://humboldt.gov/DocumentCenter/View/138104/Humboldt-County-Hazard-Mitigation-Plan---Volume-1> A copy of Volume 2 which includes Rio Dell's Annex can be found here:
<https://humboldt.gov/DocumentCenter/View/138105/Humboldt-County-Hazard-Mitigation-Plan---Volume-2>

6.4 Seismic and Geologic Hazards



Seismicity: Humboldt County is located within the two highest of five seismic risk zones specified by the California Building Code, and offshore Cape Mendocino has the highest concentration of earthquake events anywhere in the continental United States. The area near Cape Mendocino is a complex, seismically active region, where three crustal

plates, the Pacific Plate, the Gorda Plate, and North American Plate intersect to form the Mendocino Triple Junction.

The subducting Gorda and Juan de Fuca Plates form the "Cascadia Subduction Zone," which runs north offshore of Humboldt, Del Norte, Oregon, and Washington. Recent investigations have shown that this system has moved in unison in a series of great earthquakes (magnitude 8 to 9) over the last 20,000 years, most recently about 300 years ago, with events occurring at 300–500 year intervals.

Seismic shaking poses a potentially significant hazard to Rio Dell and vicinity. An array of strong motion sensors (part of the California Strong Motion Instrumentations Program) are mounted on the Painter Street overpass. These sensors recorded seismic shaking during the 1992 Petrolia earthquakes that occurred on April 25th and 26th. These earthquakes had magnitudes of 7.1, 6.6 and 6.7. Acceleration rates were measured from 0.55 g (acceleration of gravity) up to 1.23 g. However, acceleration rates near the epicenter were close to 2 g, indicating the potential for very strong ground shaking throughout the northcoast region.



On December 20, 2022, a magnitude 6.4 earthquake occurred approximately 8 miles west of Ferndale and at a depth of approximately 10 miles. The initial earthquake was followed by multiple aftershocks, with the largest being a magnitude 5.4 that occurred about nine (9) miles southeast of Rio Dell on January 1, 2023. These two earthquakes resulted in over 250 structures “yellow tagged”

(requiring repairs), over 90 structures “red tagged” (unsafe to enter), and over 90 households displaced.

For the initial 6.4 magnitude earthquake on December 20, 2022, more than 5,900 people have responded on the United States Geological Survey's (USGS) “Did You Feel It?” report. More than half of those reports came in within an hour of the earthquake. Respondents in Eureka, the closest city to the epicenter, reported very strong shaking, but people hundreds of miles away in San Jose, CA, Reno, NV, and Klamath Falls, OR also reported weak shaking.

This region has a history of abundant seismic activity; a sequence of overlapping earthquakes of magnitude 6.2 and 5.7 occurred nearby almost exactly a year ago on December 20, 2021. Earthquakes are common in this area because it's close to where the Pacific, North America, and Juan de Fuca plates meet; a spot known as the



Mendocino Triple Junction. In the past century, there have been at least 40 other earthquakes of magnitude 6 or larger, including six earthquakes magnitude 7 or larger, that have occurred within roughly 150 miles of the Ferndale earthquake

Surface fault rupture is a particular type of seismic hazard that is specifically addressed by state legislation, the Alquist-Priolo Earthquake Fault Zoning Act. This act generally requires disclosure and avoidance. Humboldt County has a number of fault zones mapped under this law. The Little Salmon fault zone is the closest mapped Alquist-Priolo fault hazard zone to Rio Dell, approximately six (6) miles northeast. The Little Salmon fault hazard zone extends from Hydesville northwesterly towards Humboldt Hill near Eureka.

Ground-shaking gives rise to two secondary natural hazards, liquefaction and landsliding. Liquefaction involves a sudden loss in strength of a water-saturated soil, and results in temporary transformation of the soil into a fluid mass. Recent alluvial flood plain soils and coastal sand deposits exhibit the highest liquefaction hazard. To mitigate this hazard, soils engineering investigations can assess the potential for liquefaction and specify appropriate foundation and building design. Based on the County's Hazard mapping, Rio Dell is not within a high area of potential liquefaction. Ground-shaking can induce landslides, especially under saturated conditions. Again, soils engineering investigations can evaluate the seismic stability of slopes and prescribe appropriate setbacks. Figure 6-1 identifies slope stability and historic landslides.

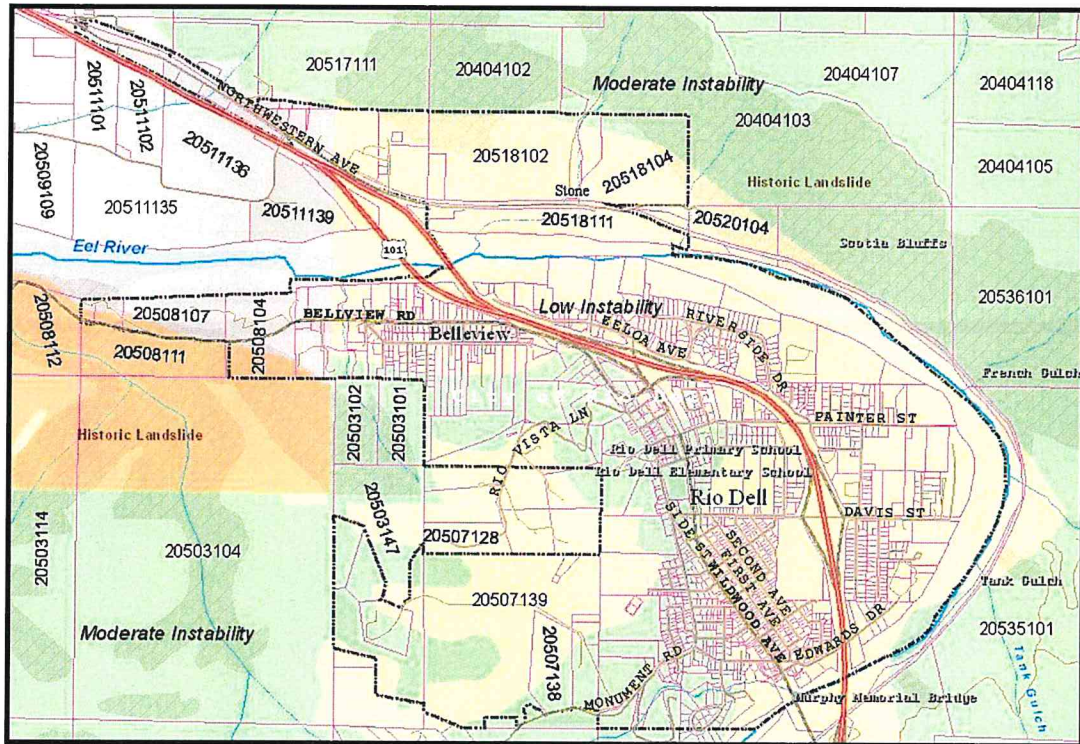


Figure 6-1 Slope Stability and Historic landslides

Source: Humboldt County GIS August 2016

Bedrock Geology: The bedrock geology of the county is divided generally into two provinces: the Klamath Mountains province in the northeast, and the Coast Ranges province in the central and southwest portion of the county. The dividing line between the two provinces is the South Fork Mountain Ridge, which separates the Trinity River basin from the Mad River and Redwood Creek drainages.

Rio Dell is within the Coast Range province. The Coast Ranges province is the dominant geologic province in the county, trending northwest and drained by the Mad, Eel, and Mattole River drainages. The Franciscan and Yager complexes dominate inland, with sand and other alluvial deposits dominating in the lower reaches of the river basins and the area surrounding Humboldt Bay.



The Franciscan complex can be divided into two distinct units: Franciscan sandstone and Franciscan mélangé. Rio Dell is bisected by the Franciscan mélangé and younger alluvial deposit formations. Franciscan mélangé consists of rubble of sheared sandstone and siltstone in which occur more competent blocks of volcanic rock, chert, and schist.

Mélangé terrain is generally unstable and characterized by rolling hummocky slopes that are highly susceptible to mass movement. Younger alluvial deposits are found in the lower reaches of the river basins and in the area surrounding Humboldt Bay, alluvial sediments dominate. These unconsolidated to partially consolidated sediments have been mildly folded and faulted, but when forested or gently sloped, are generally stable. Figure 6-2 identifies the location of the Franciscan mélangé, Unit C and younger alluvial deposit formations, Unit D.

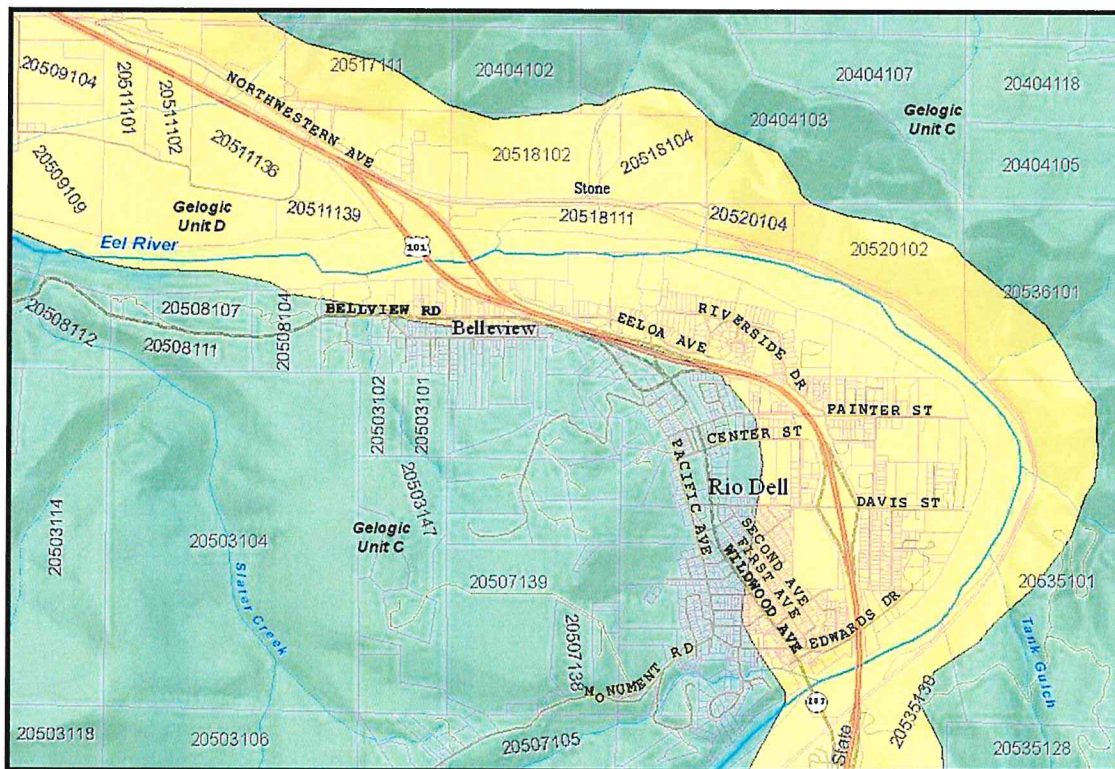


Figure 6-2 Bedrock Geology; Unit C: Franciscan Mélangé; Unit D: Alluvial
Source: Humboldt County GIS August 2016

Below are existing General Plan policies and implementation measures regarding soils and geologic hazards:

Soils and Geologic Resources Policies

- Update the Conservation and Safety Element to include the most current soil stability

and geologic hazard mapping.

- Make soils and geologic resources information publicly available.
- Update the Conservation and Safety Element to require that minimum parcel sizes be increased in areas greater than 15 per cent slopes.
- Require that geo-technical reports be prepared by qualified professionals for developments in areas of potential slope stability to ensure that slope and soil stability measures are incorporated into project design.

Soils and Geologic Resources Implementation Measures

- The City shall prepare and adopt a Conservation and Safety Element of the General Plan to expand soil stability and geologic hazard information and develop specific implementation measures.
- The City shall develop a Geographic Information System (GIS) that contains data on slope stability and geologic hazards and maintain large-scale hazard maps.
- The City shall prepare Development Regulations that require soil and geological investigations of proposed development on slopes of 15% or greater. Information obtained should be used to continually update the GIS database.
- The City shall prepare a Grading Ordinance.
- The City shall prepare Hillside Development Regulations to control the density and location of development on parcels that include slopes of 15% or greater

In addition, the Safety Element contains the following goals policies and implementation measures (action plan) regarding soil and geologic hazards:

Goal S 6.4-1

Minimize risks to life and property due to soils and/or geologic hazards.

Policy S 6.4-1

Continue to utilize all available data on geologic hazards and related risks from the appropriate agencies.

Implementation S 6.4-1.a. Utilize geologic maps to identify those areas of instability to require soils/geologic reports.

Responsibility: Community Development Department

Timeframe: Ongoing
Resources: Project Proponents.

Goal S 6.4-2

Maintain unstable and hillside areas exceeding 15% as open space within the City.

Policy S 6.4-2

Adopt a Hillside Development Regulations within the Zoning Ordinance to implement hillside development provisions. Benches or flats on hillside areas may be developed when demonstrated that access roads and building site are geologically stable.

Implementation S 6.4-2.a. Prior to adoption of Hillside Development Regulations, any development on slopes exceeding 15% shall require a Geologic Report demonstrating the area is stable and suitable for the proposed development.

Responsibility: Community Development Department
Timeframe: Ongoing
Resources: Project Proponents.

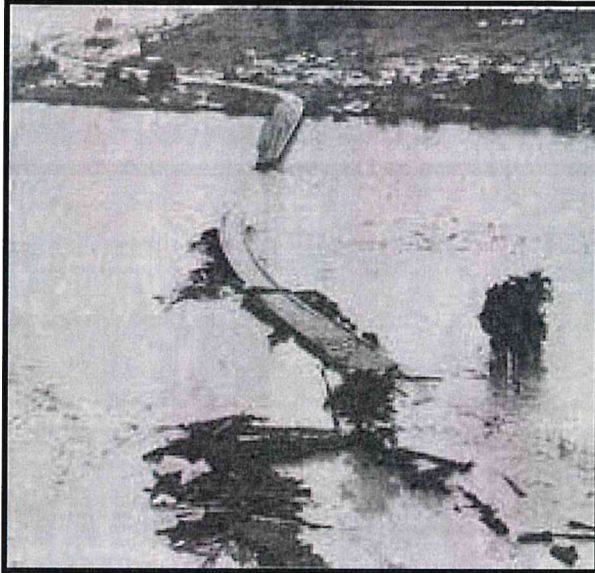
Policy S 6.4-3

Roads serving hillside development shall follow natural contours, with minimum disruption to hills or forests.

Implementation S 6.4-3.a. Adopt road standards minimizing alterations to natural contours accessing hillside development.

Responsibility: Community Development Department, Public Works Department and City Engineer
Timeframe: Ongoing
Resources: General Fund

6.5 Flood Hazards



The 1955 and 1964 floods caused extensive damage throughout the northcoast. Damages from the 1964 flood alone totaled more than \$100 million dollars. Most of the City is outside the mapped 100 year flood zones. All development within the 100 year flood zone is subject to the requirements of the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program. The County maintains a Geographic Information System (GIS) which identifies flood zones and dam failure inundation zones for the entire County.

One of the major issues in floodplain management and flood protection is how much encroachment of human development should be allowed into 100-year flood zones. The closer to the river that development is sited, the higher a barrier to floodwaters will have to be erected, as greater limitations on the horizontal expanse of a waterway will require a vertical increase in the water level in order to maintain a similar cross-section. (Federal standards require that encroachment cannot occur within an area that will impose a vertical increase of more than one foot, or increasing water velocity will become hazardous.) Otherwise, floodwaters will spill over into developed areas.

Lands within special flood hazard zones "A" and "V" as delineated by the Federal Emergency Management Agency (FEMA) are typically required to have flood insurance. FEMA as part of the National Flood Insurance Program publishes Flood Insurance Rate Maps. These maps identify various flood hazard zones for flood insurance and land use purposes. Lands within Flood Zone "A" and "V" are located within a 100-year flood plain.

Zone A is for inland areas and Zone V is for coastal areas. A 100-year flood event has an **average** occurrence of once in 100 years. There are instances where lands and or structures within mapped zones "A" or "V" may actually be located outside or above the mapped flood

zone. A property owner is typically required to provide a Flood Elevation Certificate in order to get a Letter of Map Revision (LOMR) or a Letter of Map Amendment (LOMA) from the National Flood Insurance Program.



Dam Failure: While providing some degree of flood control, dams also present a possible hazard in the event of failure. In Humboldt County the Trinity Dam (Trinity and Klamath rivers) and the Ruth Dam (Mad River) pose the most substantial risk, with their large volumes and, in the event of a failure, short downstream warning times. The Scott Dam is near the headwaters of the Eel

River. The Scott dam was built in 1922 for hydroelectric power. It is 130' high, forms Lake Pillsbury and holds 80,560 acre-feet of water.

Hazards from dam failure are those associated with the downstream inundation that would occur given a major structural failure of a nearby impoundment. Such failures would most likely be caused by geologic phenomena, including seismic events and slope stability problems. For the most part the dam failure inundation area within or adjacent to the City is limited to the channel of the river. Figure 5-5 identifies the 100-flood zone and the dam failure inundation zone.

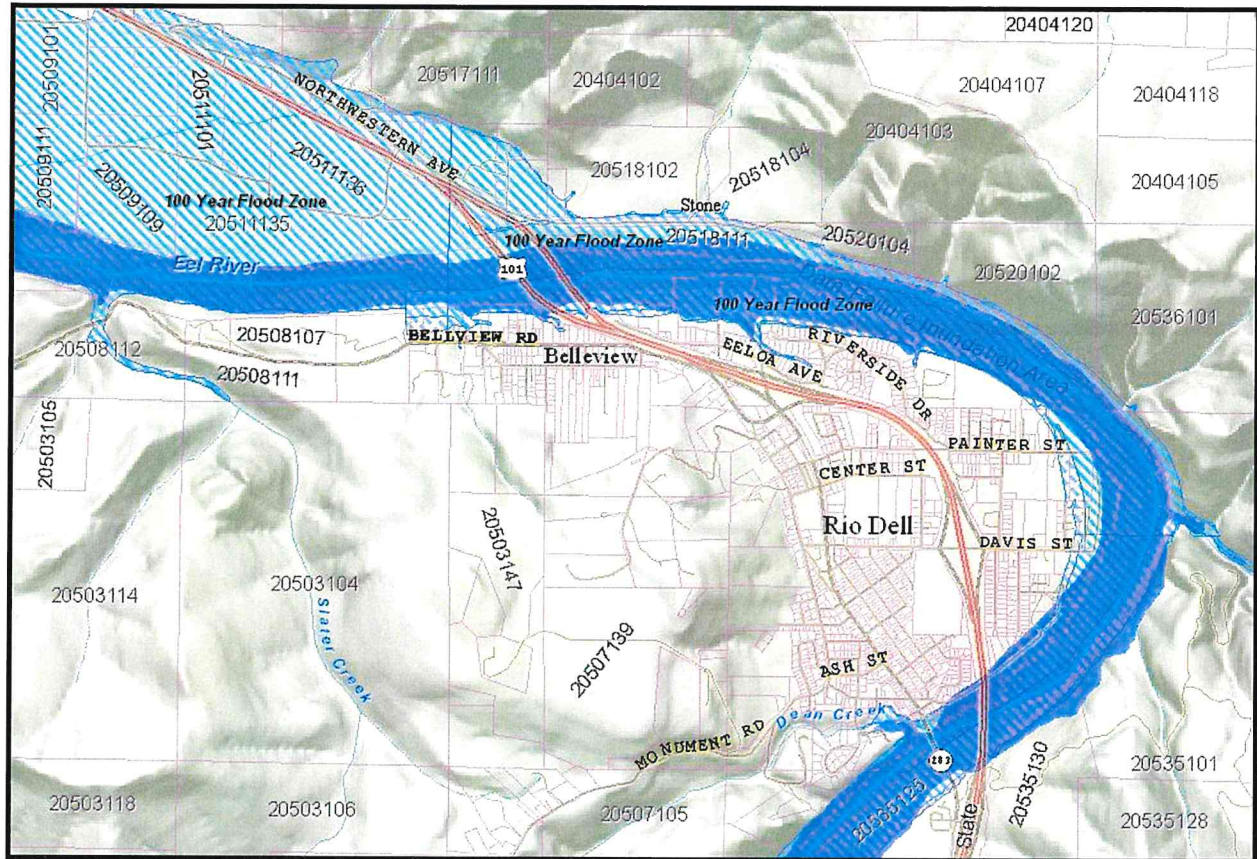


Figure 6-3 100 Year Flood and Dam Failure Inundation Zones

Source: Humboldt County GIS August 2013

Local Flooding: The City experiences local flooding during larger storm events. The Bellevue/Ogle and Riverside neighborhoods have the most significant drainage problems. The City recently made application for a Community Development Block Grant (CDBG) for a drainage/hydraulics study of the Bellevue/Ogle and Riverside neighborhoods.



Subdivisions and new development subject to the California Environmental Quality Act (CEQA) are required to submit drainage/hydraulics reports when deemed necessary. In addition, pursuant to Section 17.30.180(12)(a)(iii) of the Rio Dell Municipal Code (RDMC) multifamily, commercial and industrial ministerial projects are required to incorporate Low Intensity Development (LID) techniques including on-site retention, detention of stormwater runoff.

The current General Plan contains a number of policies and implementation measures regarding flooding and drainage issues. Below is a copy of the existing policies and implementation measures. Again, many of the recommended policies and implementation measures are also addressed in the Open Space and Conservation Element and the Safety Element.

Hydrology and Water Resources Policies

- Update the Conservation and Safety Element to include the most current information regarding flood and drainage conditions.
- Identify improvements that can be made to municipal drainage facilities so they can better convey runoff and minimize flood impacts.
- Require new development projects to incorporate on-site drainage features such as retention and infiltration systems to reduce runoff and maximize infiltration.
- Use a combination of incentives, educational programs, and ongoing system audits to promote water conservation.

Hydrology and Water Resources Implementation Measures

- The City shall prepare and adopt a Conservation and Safety Element of the General Plan to expand hydrologic information and develop specific implementation measures.
- The City shall utilize the County's GIS data on stream and drainage channels and identified flood plains and make available to the public large-scale hazard maps.
- The City shall pursue funding for a detailed study of the conditions of the municipal drainage system. The study should include an assessment of drainage improvements required for build-out of this General Plan.
- The City shall require Drainage Plans for proposed development to show on-site retention or improvements to the municipal drainage system.

Goal S 6.5-1

Minimize risks to life and property due to flooding hazards.

Policy S 6.5-1.a

Continue to utilize all available data on flooding hazards and related risks from the appropriate agencies.

Implementation S 6.5-1.a. Utilize Flood Insurance Rate Maps to identify those areas subject to flooding.

Responsibility: Community Development Department

Timeframe: Ongoing

Resources: Flood maps.

Policy S 6.5-1.b

Coordinate flood hazard analysis and management activities with the Army Corps of Engineers, Federal Emergency Management Agency (FEMA) and other responsible agencies. Request changes in FEMA maps where appropriate to reflect new data or analyses.

Implementation S 6.5-1.b. Review flood elevation information provided by project proponents and when appropriate request changes in the FEMA maps.

Responsibility: Community Development Department, Army Corps of Engineers, City Engineer.

Timeframe: Ongoing

Resources: Project proponents and General Fund.

Policy S 6.5-1.c

Continue to utilize all available data on dam failure inundation and related risks from the appropriate agencies.

Implementation S 6.5-1.c. Utilize Dam Failure Inundation Maps to identify those areas subject to flooding as a result of the potential failure of the Scott Dam on the Eel River.

Responsibility: Community Development Department

Timeframe: Ongoing

Resources: Dam Failure Inundation maps.

Goal S 6.5-2

Minimize drainage impacts associated with new development.

Policy S 6.5-2

Require project proponents to incorporate Low Intensity Development (LID) techniques including on-site retention and detention of stormwater runoff.

Implementation S 6.5-2.a. Review projects and require hydraulics/drainage studies where deemed appropriate.

Responsibility: Community Development Department, Public Works Department and City Engineer.

Timeframe: Ongoing

Resources: Project proponents.

6.6 Fire Hazards

The safety element must identify urban and rural-residential areas that are prone to wildland fire hazards. Fire hazards fall into two general categories: wildland fires, which emanate from forest, grassland, or coastal scrub; and structural fires, which damage homes and workplaces. Both bring risk of spreading to other areas. In general, structural fire protection is the responsibility of local agencies, such as fire protection districts and volunteer fire companies; wildland fire protection is the responsibility of federal and state agencies.



The Rio Dell Fire Protection District was originally formed on January 12th, 1941 under the name of "Wildwood" Fire Protection District. The name was officially changed to the Rio Dell Fire Protection District on December 19th, 1961. The district operates with a five member commission of elected officials.



The Rio Dell Fire Protection District, in conjunction with the Rio Dell Volunteer Fire Department (RDVFD), serves the City of Rio Dell and surrounding areas of Monument Rd, and Blueslide Rd. Under the direction of the Fire Chief, they consist of two assistant chiefs and three fire companies. Rio Dell Fire responds to an average of 350 calls per year, including fires, vehicle accidents, and medical aid calls. The RDVFD is known to be the most active all volunteer fire department in Humboldt County.

The Sawmill Annexation area north of the Eel River is within the Fortuna Fire Protection District. Fortuna's Fire Department is operated totally by volunteers with the exception of the Fire Chief.

The Fire Protection District provides the Department with six fire engines, a 100' aerial, a 55' ladder truck, 2 water tenders, 1 light duty rescue truck, 1 medium duty rescue truck and three command vehicles.

A Board of Commissioners governs the Fire District. A Fire Chief and two Assistant Chiefs direct Department operations. The Department works closely with the Rio Dell Volunteer Fire Department.

The active powers of the RDVFD include structural fire protection and suppression, rescue, and emergency medical services. The RDVFD states that it can respond to all calls within the City limits within three minutes. The maximum response time to incident calls within the Rio Dell Plan Area is between five and seven minutes. On average, 7 firefighters are available to respond to calls during the day time. Most of the houses within the City limits are located within 1,000 feet of a fire hydrant.

While the RDVFD is responsible for structural fire protection and emergency medical responses, CDF retains responsibility for grass and forest fires. The RDVFD has joint responsibility for grass and forest fires within the District through a mutual aid agreement with the California Department of Forestry and Fire Protection (CAL FIRE). The RDVFD also has mutual aid agreement with the Fortuna Fire Protection District. Mutual aid agreements allow the districts to enter into agreements for services, including emergencies which have the potential to overwhelm the resource capabilities within a single district. This enables the RDVFD to maintain preparedness for a disaster beyond their capacity, without the need to expand and create an additional facility.

The State Board of Forestry has adopted the *California Fire Plan*, which describes the environment at risk for fire and the state's activities to reduce that risk. It has also adopted fire safe regulations for counties with State Responsibility Areas (SRAs) as a means of reducing pre-fire fuel loads (Title 14, § 1270, et seq., California Code of Regulations). Although most of these regulations are too specific and regulatory in nature to include in a general plan, they offer useful ideas for local policies and can be adapted into local fire safe ordinances and regulations outside of SRAs. The statewide fire safe regulations include:

- ◆ Road standards, including width, surface, and grade, for emergency access and evacuation.
- ◆ Standards for signs identifying streets, roads, and buildings.
- ◆ Minimum water supply reserves for emergency fire use.
- ◆ Fuel breaks (i.e., defensible space) around structures and greenbelts around new subdivisions.

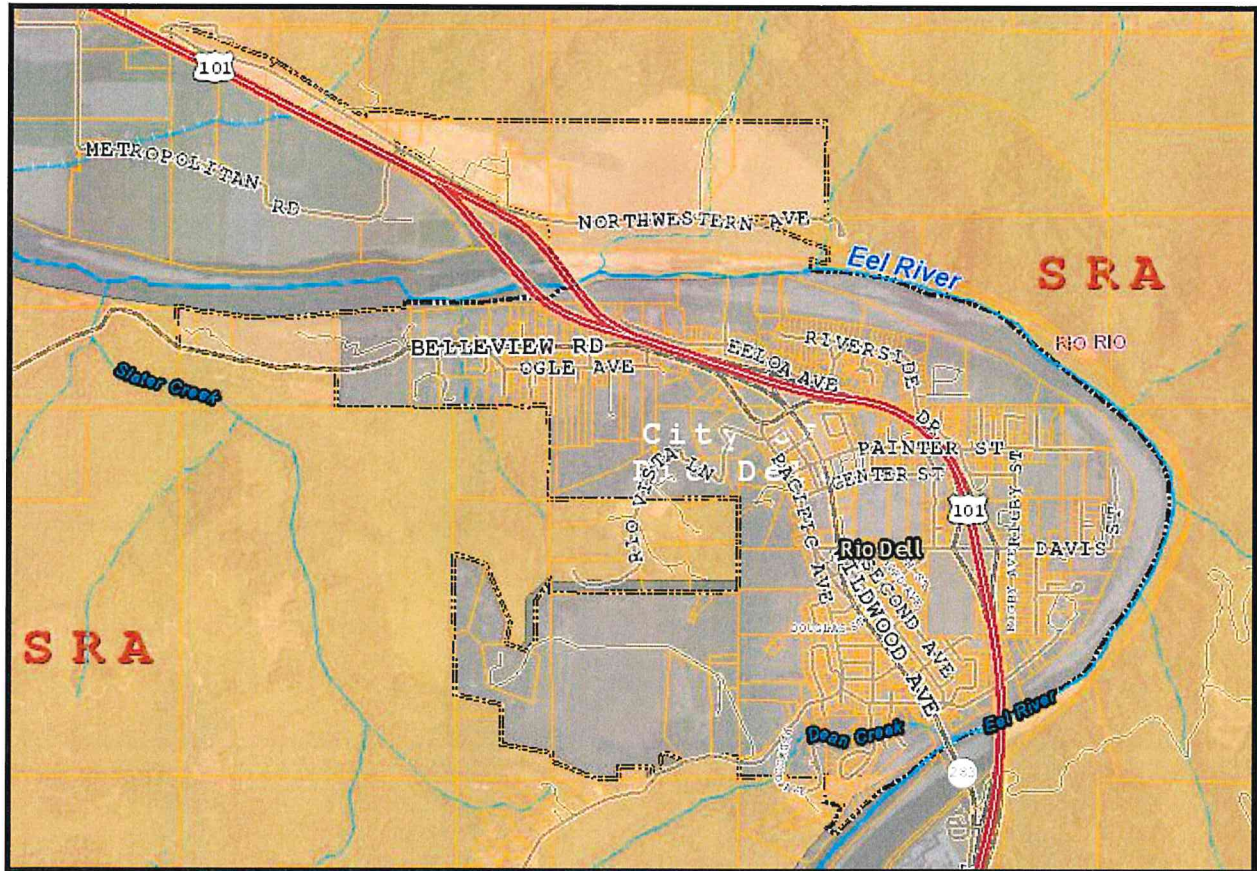


Figure 6-4 100 State Responsibility Areas

Source: Humboldt County GIS September 2016

Goal S 6.6-1

Minimize risks to life and property due to fire hazards.

Policy S 6.6-1

Development designed to reduce the risk of structural and wildland fires supported by fire protection services that minimize the potential for loss of life, property, and natural resources.

Implementation S 6.6-1.a. Review projects and require appropriate access, defensible space access to emergency water supplies, including flows and locations of fire hydrants

Responsibility: Community Development Department, Public Works Department and City Engineer.

Timeframe: Ongoing

Resources: Project proponents.

Implementation S 6.6-1.b. The City shall plan collaboratively with the RDVFD, Fortuna's Fire Department, the County and CAL FIRE, on fire prevention and response strategies. Implementation shall be coordinated to maximize efficiency and ensure efforts are complimentary.

6.7 Airport Safety

The closest airport to the City is the Rohnerville Airport located in Fortuna. The County Public Works Department operates six county airports: California Redwood Coast-Humboldt County Airport in McKinleyville, Murray Field, Dinsmore Airport, Garberville Airport, Kneeland Airport and Rohnerville Airport. The Board of Supervisors has adopted Airport Master Plans for each of the County maintained airports. In addition, the Board of Supervisors adopted the Airport Land Use Compatibility Plan, which outlines policies for land uses surrounding the airports. The City of Rio Dell is not affected by the Rohnerville Airport Land Use Compatibility Plan.

APPENDIX A

2025 Local Hazard Mitigation Plan

It is impossible to predict exactly when and where all disasters will occur or the extent to which they will impact an area, but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses.

Jurisdictions with FEMA-approved and formally adopted mitigation plans are eligible to apply for funding under FEMA's hazard mitigation assistance programs, including Hazard Mitigation Grant Program, Pre-Disaster Mitigation and Flood Mitigation Assistance grant programs.

~~The Humboldt County Operational Area Hazard Mitigation Plan was approved by the California Governor's Office of Emergency Services (Cal OES) on 10/24/2019 and submitted to the Federal Emergency Management Agency (FEMA) for approval. On 1/2/2020, FEMA determined the Hazard Mitigation Plan is eligible for approval pending adoption by participating jurisdictions. Contact the Humboldt County Office of Emergency Services with any questions about this plan or the adoption process, at 707-268-2500.~~

Rio Dell Element

2025 Humboldt County Hazard Mitigation Plan

<https://humboldt.gov/DocumentCenter/View/138104/Humboldt-County-Hazard-Mitigation-Plan---Volume-1>
<https://humboldt.gov/DocumentCenter/View/138105/Humboldt-County-Hazard-Mitigation-Plan---Volume-2>

~~PREPARED FOR~~

~~PREPARED BY~~

~~Humboldt County Office of Emergency Services~~

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19. City of Rio Dell Annex

This section presents the jurisdictional annex for the City of Rio Dell. The jurisdiction’s governing body passed a formal resolution to participate in this multijurisdictional hazard mitigation plan update.

19.1. Planning Process

19.1.1. Contact Information

A key part of hazard mitigation planning is engaging the whole community. This plan was developed by the planning consultant IEM, with input from the participating jurisdictions, including the City of Rio Dell, the stakeholders and the public. The City of Rio Dell was represented during the planning process by the following individuals listed in Table 335.

Table 335: City of Rio Dell Point of Contact

Name (First, Last)	Job Title	Jurisdiction/Agency	Preferred Contact Info (Email and/or Phone)
Kyle Knopp	City Manager	City of Rio Dell	knoppk@cityofriodell.ca.gov

19.1.2. Stakeholder Engagement

Stakeholders, including local and regional agencies, neighboring communities, representatives of businesses and academia, private organizations, nonprofit organizations and community-based organizations that work directly with and/or provide support to underserved communities and vulnerable populations, were invited to be involved in the planning process and are recognized in Table 336. Stakeholders were invited to the stakeholder meetings through emails, calendar invites and phone calls. Additionally, they were encouraged to complete and share a public survey to gather more information. Lastly, all stakeholders were provided the opportunity to review the draft plan and provide feedback.

Table 336: Stakeholders Invited to Participate

Name (First, Last)	Job Title	Agency or Organization	Preferred Contact Info (Email and/or Phone)
Kevin Caldwell	Community Development Director	City of Rio Dell	Caldwellk@cityofriodell.ca.gov
Shane Wilson	Fire Chief	Rio Dell FPD	shawil22@aol.com

19.1.3. Public Outreach

Continued public involvement was imperative to the overall success of the plan’s implementation. The update process provided an opportunity to solicit participation from new and existing stakeholders, publicize mitigation success stories, and seek additional public comment. The plan’s maintenance and update will include continued public and stakeholder involvement and input through attendance at designated committee meetings, web postings, press releases to local media, and public hearings. Figure 31 illustrates how the public was encouraged to participate in the survey. The City of Rio Dell utilized the city hall to share public notices.

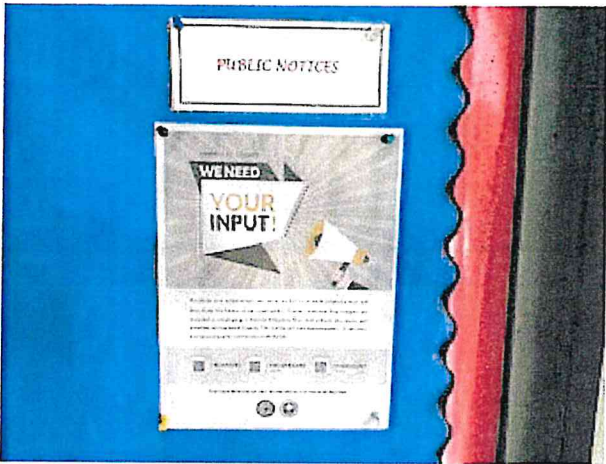


Figure 31: Public Outreach Methods

19.1.3.1.VULNERABLE POPULATION OUTREACH

Some Rio Dell residents may be disproportionately affected by natural hazard events for reasons other than proximity to high-risk areas. Vulnerable and underserved residents in Rio Dell may have less access to information and resources to help mitigate risk and increase preparedness for emergencies. To better understand the risks and vulnerabilities the city residents face, this planning update developed a bilingual public survey that collectively

CITY OF RIO DELL ANNEX

identified ways to support, enhance and broaden capacity and resilience at the individual and social network level. Figure 32 displays how the city advertised the survey specifically to vulnerable populations. Some of outreach methods included resources such city calls and kiosks located around the City of Rio Dell.

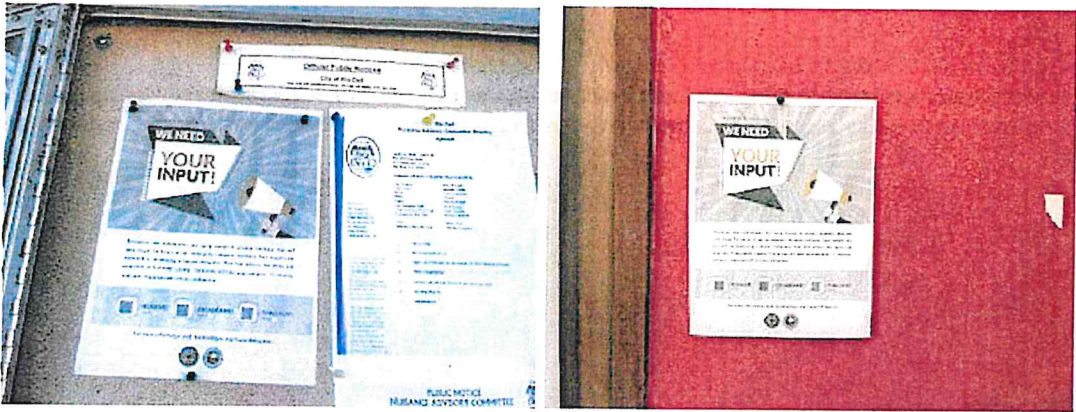


Figure 32: Public Outreach to Vulnerable Populations

19.1.4. Plan Integration

19.1.4.1. INTEGRATION INTO LOCAL PLANNING MECHANISMS

This section identifies where such integration is already in place and where there are opportunities for further integration in the future. The successful implementation of this plan will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Existing planning mechanisms into which this plan has been integrated are listed in Table 337.

Table 337: Previous Plan Integration for the City of Rio Dell

Plan Name	Description
Safety Element of the General Plan	The City of Rio Dell recently updated the General Plan. This plan directly referenced the last mitigation plan's summary of the hazards the city faced and incorporated mitigation actions from the last hazard mitigation plan, including all the high-priority actions.

The plan must also identify the local planning mechanisms where the updated hazard mitigation information and actions may be integrated in the future. The plan must describe each participant's process for integrating information from the mitigation strategy into their identified planning mechanisms. Table 338 displays how each community will integrate the hazard mitigation plan into other planning mechanisms in the future.

Table 338: Future Types of Plan Integration for the City of Rio Dell

Type of Plan	Integration Method
Climate Action Plan (Regional)	This plan will align with the priorities identified in the updated hazard mitigation plan.

19.2. Risk Assessment

This plan must develop a comprehensive risk assessment to systematically identify the specific hazards and vulnerabilities that are of the most concern for each jurisdiction, as displayed in Table 339 and Table 340. For further information about these hazards, including extent, please refer to Volume 1 of this HMP.

Table 339: City of Rio Dell Hazards

Type of Hazard Event	Jurisdiction Impact? (Yes/No)	If Not, What Is the Rationale for Omitting Hazard?
Dam Failure	Yes	N/A
Drought	Yes	N/A
Earthquake	Yes	N/A
Extreme Temperatures	Yes	N/A
Flooding	Yes	N/A
Landslide	Yes	N/A
Tsunami	No	Outside of Tsunami Zone
Wildfire	Yes	N/A
Wind	Yes	N/A
Winter Weather	Yes	N/A

Table 340: City of Rio Dell Risk Assessment

Type of Hazard Event	Probability of Future Occurrence	People Impact	Property Impact	Economy Impact	Category
Dam Failure	Medium	Low	Low	Low	Low
Drought	High	High	High	High	High
Earthquake	High	High	High	High	High

CITY OF RIO DELL ANNEX

Type of Hazard Event	Probability of Future Occurrence	People Impact	Property Impact	Economy Impact	Category
Extreme Temperatures	Medium	Low	Low	Low	Low
Flooding	High	Low	Low	High	Medium
Landslide	High	Low	Low	Low	Medium
Wildfire	Medium	High	High	High	High
Wind	High	High	High	Low	High
Winter Weather	Medium	Low	Low	Low	Low

Note: The process used to assign risk rankings is described in Volume 1.

19.2.1. Historical Events and Impacts

The following section lists past occurrences of natural hazards for which specific impacts and damages were recorded in the City of Rio Dell. Other hazard events that broadly affected the entire planning area, including the City of Rio Dell, are listed in the risk assessments in Volume 1.

19.2.1.1.HISTORICAL EVENTS

Table 341 presents a summary of the storm events that have occurred in the City of Rio Dell from Nov. 1, 2019 to Dec. 31, 2024, from the National Centers for Environmental Information (NCEI). Rio Dell has experienced a relatively calm weather pattern in recent times, with one recorded storm event directly affecting it. However, the broader southern Humboldt region has faced several storm events, as documented by the NCEI. While Rio Dell itself may have avoided the brunt of these storms, neighboring areas have seen varying impacts, ranging from high winds to winter weather.

Table 341: NCEI Storm Event Database for the City of Rio Dell (2019-2024)

Location	Date	Event Type	Deaths	Injuries	Property Damage	Crop Damage
Rio Dell	02/19/2024	Thunderstorm wind	0	0	\$0	\$0

The NCEI database does not always capture localized hazard data. To address this gap, the City of Rio Dell has documented additional significant events, with their impacts detailed below.

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DAM FAILURE

- No events have occurred related to this hazard. However, Scott Dam is 60 miles upriver and Scotia dam is 0.5 mile upriver; therefore, preparedness is key if one of the dams fails.

DROUGHT

- **2020:** The Water Shortage Contingency Plan was activated. There was an arbitrary state curtailment of water rights to the minimum necessary for public health. A near failure of the water infiltration gallery led to the redevelopment of the backup well site using Integrated Regional Water Management Planning grant dollars and USDA funding. There was no help from FEMA.

EARTHQUAKE

- **Dec. 6, 2024:** There was minor damage to roads.
- **Dec. 20, 2022:** A 6.4-magnitude earthquake and its aftershocks struck the town and caused over 300 structures to be initially deemed unsafe for occupation. Repairs needed by the community exceeded the \$500,000 allocated, and \$50,000 was spent on administrative costs at that time. The water system failed for a week, and 94 domiciles were red-tagged. Damage occurred to roads, wastewater, and water public infrastructure. Despite \$35 million in damage, there was no FEMA declaration.

EXTREME TEMPERATURES

- Extreme temperatures occur annually and leave the unhoused population exposed to freezing temperatures.

FLOODING

- **Nov. 20, 2024:** The area experienced slip-outs, sanitary sewer overflows, evacuations at the RV park, and trail flooding.
- **Mar. 13, 2023:** The City of Rio Dell issued a flood warning in the morning and said that portions of State Route 211 between Fernbridge and Ferndale (see Figure 33), as well as much of the Eel River Valley — including areas northwest of Loleta and the western portion of Cannibal Island Road — could go underwater.



Figure 33: Ferndale Bottoms Flooding

LANDSLIDE

- **2017:** There was residential damage, roadway damage, and damage to water and sewer infrastructure. A slip-out on Monument Road was a declared disaster at the federal level; however, FEMA was extremely difficult to work with and put a cap on the amount they would fund for the project.

WILDFIRE

- **April 16, 2020:** A sun blackout occurred with minimal direct impact to Rio Dell. However, resources were exhausted to assist with mutual aid.

WIND

- **Feb. 19, 2024:** The area experienced downed trees, power outages, and blocked roads.

WINTER WEATHER

- Annual winter weather caused slip-outs, power outages, and water disruptions.

19.2.2. Jurisdiction-Specific Vulnerabilities

Table 342 provides information on a few key vulnerabilities for the jurisdiction.

Table 342: City of Rio Dell Vulnerabilities

Hazard	Vulnerabilities
Dam Failure	Scotia Pond and Scott Dam. Infiltration gallery and backup wells could be impacted.
Drought	Arbitrary actions by the Governor to unnecessarily curtail water rights. Possible water production issues in severe situations.
Earthquake	FEMA threshold issue for federal declaration poses existential risk. Vulnerable infrastructure.
Flooding	Loss of electricity, contamination of water supply, loss of property, structure and infrastructure damage, displace residents, increase of mosquitos, debris and emergency response delays.
Landslide	Injury of death to vulnerable residences, increased risk to emergency personnel, displaced residents, and loss of vegetation, leading to erosion.
Tsunami	Systems: Emergency services taxed by being an unimpacted jurisdiction responding for mutual aid purposes.
Wildfire	Rio Dell is noticing an increased risk due to the WUI.
Wind	Extended power outages and competition for limited backup fuel resources.
Winter Weather	People: Unhoused population vulnerable.

19.2.2.1.DEVELOPMENT CHANGES

Table 343 summarizes the development trends in the City of Rio Dell that have emerged since the preparation of the previous hazard mitigation plan, as well as the expected future development trends.

Table 343: Recent and Expected Future Development Trends

Type of Development	Recent Development	Future Development	Overall Vulnerability (Increased, Decreased, No Change)
Residential	25-unit permanent supportive housing	2-3 new developments per year	Slight increase
Commercial	None	New CAL FIRE Regional Headquarters	No Change

Type of Development	Recent Development	Future Development	Overall Vulnerability (Increased, Decreased, No Change)
Industrial	Northwestern Avenue near flood zone	1-2 per year possible	Slight increase

19.3. Capability Assessment

Local mitigation capabilities are essential for reducing the impact of hazards on communities. Local authorities can effectively mitigate hazards by leveraging existing authorities, policies, programs and resources. The City of Rio Dell performed an assessment of its existing capabilities for implementing hazard mitigation actions. The capability assessment is evaluated upon a multi-faceted approach, including:

- Planning and Regulatory capabilities
- Administrative and Technical capabilities
- Financial capabilities
- Education and Outreach capabilities

19.3.1. Planning and Regulatory Capabilities

Table 344 and Table 345 summarize the City of Rio Dell's planning and regulatory capabilities, including plans, policies, codes and ordinances that prevent and reduce the impacts of hazards.

Table 344: Plans

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
General Plan	Yes Assembly Plan: Yes	When evaluating new discretionary development.	Last Update: 03/2025 Next Update: 03/2027

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Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
Recovery Plan	Yes	The city's Emergency Handbook and the Local Hazards Mitigation Plan include procedures for restoring essential services.	Last Update: 01/2023 Next Update: 01/2026
Capital Improvement Plan	No	N/A	N/A
Climate Change Adaptation Plan	Yes	When evaluating new discretionary development.	Last Update: 08/2025 Next Update: 08/2025
Community Wildfire Protection Plan	No	N/A	N/A
Economic Development Plan	No	Acquiring grants for infrastructure.	N/A
Land Use Plan	Yes	Add new potential requirements/mitigation measures related to risks identified in the HMP.	Last Update: 03/2025 Next Update: 12/2027
Local Emergency Operations Plan	Yes	The EOP is a component of the Local Hazard Mitigation Plan.	Last Update: 12/2003 Next Update: 12/2026
Stormwater Management Plan	No	N/A	N/A
Transportation Plan	No	N/A	N/A
Substantial Damage Plan	No	N/A	N/A

CITY OF RIO DELL ANNEX

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
Debris Management Plan	No	N/A	N/A

Table 345: Regulations and Ordinances

Regulation or Ordinance	Does This Effectively Reduce Hazard Impacts?	Is It Adequately Administered and Enforced?	When Was It Last Updated? When Will It Next Be Updated?
Building Code	Yes	Yes	Last Update: 01/2023 Next Update: 01/2026
Flood Insurance Rate Maps	Yes	Yes	Last Update: 07/2017 Next Update: Unknown
Floodplain Ordinance	Yes	Yes	Last Update: 07/2018 Next Update: As needed per FIRM
Subdivision Ordinance	Yes	Yes	Last Update: 07/2014 Next Update: As needed
Zoning Ordinance	Yes	Yes	Last Update: 02/2025 Next Update: As needed
Natural Hazard Specific Ordinance	N/A	N/A	N/A
Acquisition of Land for Open Space and Public Recreation Use	N/A	N/A	N/A
Prohibition of Building in At-Risk Areas	No	N/A	N/A

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19.3.2. Administrative and Technical Capabilities

Table 346 and Table 347 summarize the City of Rio Dell's administrative and technical capabilities, including the staff members and their respective skills and the tools available to support mitigation actions.

Table 346: Administrative Capabilities

Administrative Capability	Status (Non-Vacant, Vacant)	Is Staffing Adequate?	Is Staff Trained on Hazards?	Is Coordination Effective?
Chief Building Official	Non-Vacant	Yes	Yes	Yes
Grant Writer	Vacant	N/A	N/A	N/A
Civil Engineer	Non-Vacant	Yes	Yes	Yes
Community Planner	Non-Vacant	No	Yes	No
Emergency Manager	Non-Vacant	No	Yes	No
Floodplain Administrator	Non-Vacant	Yes	Yes	Yes
Geographic Information System (GIS) Coordinator	Non-Vacant, part-time	No	No	No
Planning Commission	Non-Vacant	Yes	No	No
Fire Safe Council	Vacant	N/A	N/A	N/A
Community Emergency Response Team (CERT)	Non-Vacant	Yes	Yes	Yes
Active Organizations Active in Disaster	Vacant	N/A	N/A	N/A

Table 347: Technical Capabilities

Technical Capability	Utilized? (Y/N)	How Has the Capability Been Used to Assess or Mitigate Risk in the Past?	How Can the Capability Be Used to Assess or Mitigate Risk in the Future?
Hazard Data and Information	Yes	Soils, geologic, and hydraulic reports and flood elevation certificates are required when appropriate.	By implementing the recommendations in the reports.

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Technical Capability	Utilized? (Y/N)	How Has the Capability Been Used to Assess or Mitigate Risk in the Past?	How Can the Capability Be Used to Assess or Mitigate Risk in the Future?
GIS	Yes	Public Works was utilized to identify infrastructure.	Hazard identification, risk and vulnerability assessments.
Mutual Aid Agreements	Yes	The PD has a Memorandum of Agreement (MOA) with the County Sheriff and collaborates with the cities of Fortuna and Ferndale on mutual aid as needed.	Emergency shelter opportunities.

19.3.3. Financial Capabilities

Table 348 summarizes the City of Rio Dell's financial capabilities, which refer to the resources to fund mitigation actions. Discussing the funding and financial capabilities of the city is important to determine the kinds of projects that are feasible given their cost.

Table 348: Financial Capabilities

Funding Resource	Utilized? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant?
Capital Improvement Project Funding	Yes	Backup water wells	Yes	Yes
General Funds	Yes	Upgrade water wells	Yes	Yes
Hazard Mitigation Grant Program (HMGP/404)	Yes	Seismic upgrades to the cross-river connection to the backup wells	Yes	No
Building Resilient Infrastructure and Communities (BRIC)	No	N/A	Yes	No
Flood Mitigation Assistance (FMA)	No	N/A	N/A	N/A

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Funding Resource	Utilized? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant?
Community Development Block Grant (CDBG)	Yes	ADA Access, Owner Occupied Rehabilitation	Yes	Yes
Natural Resources Conservation Services (NRCS) Programs	No	N/A	N/A	N/A
U.S. Army Corps of Engineers (USACE) Programs	No	N/A	N/A	N/A
Property, Sales, Income or Special Purpose Taxes	Yes	No	Yes	Yes
Stormwater Utility Fee	No	N/A	N/A	N/A
Fees for Water, Sewer, Gas or Electric Services	Yes	Yes, water and wastewater systems	Yes	Yes
Impact Fees from New Development and Redevelopment	No	N/A	N/A	N/A
General Obligation or Special Purpose Bonds	No	N/A	N/A	N/A
Federal-Funded Programs	Yes	Emergency Community Water Assistance Grant (USDA)	N/A	N/A

CITY OF RIO DELL ANNEX

Funding Resource	Utilized? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant?
State-Funded Programs	Yes	State Water Resources Control Board, Clean California	Yes	No
Private Sector or Nonprofit Programs	Yes	Long-term recovery group, disaster case management, unmet needs funding for when the federal government did not show up for the December 2022 earthquake	Yes	Yes

19.3.4. Education and Outreach Capabilities

Table 349 summarizes the City of Rio Dell's education and outreach capabilities, which refer to programs and actions that can communicate information about and encourage risk reduction.

Table 349: Education and Outreach

Education and Outreach Capability	Used? (Y/N)	Does It Incorporate Hazard Mitigation?	Notes
Community Newsletter(s)	Yes	Yes	N/A
Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week and School Programs)	Yes	Yes	N/A
Public Meetings/Events	No	N/A	N/A
Emergency Management Listserv	Yes	No	Mass alerting system to share information with residents
Local News	Yes	Yes	None

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Education and Outreach Capability	Used? (Y/N)	Does It Incorporate Hazard Mitigation?	Notes
Distributing Hard Copies of Notices (e.g., Public Libraries, Door-to-Door Outreach)	Yes	No	N/A
Insurance Disclosures/Outreach	No	N/A	N/A
Organizations that Represent, Advocate for, or Interact with Underserved and Vulnerable Communities	Yes	No	Rio Dell Community Assistance Center (Providence)
Social Media	No	N/A	N/A
Every Door Direct Mailers	Yes	No	N/A

19.3.5. Opportunities to Expand and/or Improve Capabilities

The capability assessment findings were reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. These opportunities are included in Table 350. Where such opportunities were identified and determined to be feasible, they are included in the action plan.

Table 350: Opportunities to Expand and/or Improve

Capability Type	Opportunity to Expand and/or Improve
Planning and Regulations	The city would like to develop a City Economic Development Strategy (CEDS) and now, with the latest LRA maps from CAL FIRE, a new Community Wildfire Protection Plan.
Administrative and Technical	Additional training is always needed. The city lacks funding for a dedicated and consistent GIS effort.
Financial	Rio Dell is a severely economically disadvantaged community. Most grants require a local match, and the city is often unable to afford one, let alone a dedicated grant writer.
Education and Outreach	Education and outreach are currently available on an as-needed basis. The city is always open to additional education and outreach, but funding and capacity are limited.

19.4. National Flood Insurance Program

The City of Rio Dell has been a participant in the NFIP since 1982. Details of NFIP policies within the City of Rio Dell are provided in Table 351. Additional NFIP information is in Table 352 through Table 354. Continued compliance with NFIP standards is expected for the City of Rio Dell.

Table 351: City of Rio Dell NFIP Details

Community Name	Community Number	Total Premium + FPF ²⁶	Total Policy Count	Total Coverage	Total Losses
Rio Dell, City of	060064	\$0	0	\$0	5

Table 352: Floodplain Management

Question	Response
Who is the floodplain manager? Is this their primary or secondary role?	Community Development Director. Secondary.
Does the floodplain manager have adequate training and capacity for their role? If not, what else is needed?	Yes
How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?	Through permit process and inspections.
When was the community's most recent Community Assistance Visit (CAV)?	07/2021
Were any violations noted on the community's most recent CAV?	No
Is there an upcoming CAV? If no, is one needed?	Upcoming CAV: No Is one needed: No
When was the most recent floodplain management ordinance adopted?	07/2015

²⁶ FPF: Federal Policy Fee

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Question	Response
Does your community participate in the Community Rating System (CRS)? If so, describe the steps the community has taken to achieve the CRS goals.	No
Does the community's floodplain management ordinance include any higher standards? If so, please list.	Yes, flood-resistant materials are required.
Who is responsible for permitting?	Planning and Building Department
How does the community issue development permits in the special flood hazard area?	Through the building permit process. It must be a foot above BFE. FEC is required for any proposed development in the floodplain. A surveyor is required to determine the BFE. A letter is then issued to confirm the findings.
Does the community maintain elevation certificates?	Yes
Does the community track the number of buildings in the special flood hazard area? If yes, are there any trends?	Yes Describe: No trends
How many repetitive loss (RL) structures does the community have?	None
How many severe repetitive loss (SRL) structures does the community have?	None
Have any RL/SRL properties been mitigated since the last plan update?	No
Who is responsible for making substantial damage/substantial improvement determinations?	Building division coordinates with the county assessor.
How does the substantial damage/substantial improvement process work in your community?	Building division coordinates with the county assessor. If more than 50% of the value is improved, then they need to comply with all new floodplain regulations.
Is there sufficient staff and training to make substantial damage/improvement determinations?	Yes

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Question	Response
How are substantial damage/substantial improvement requirements messaged to the public before and after an event?	We have utilized Every Door Direct Mailer (EDDM), newsletters, and our LED messaging system. Rio Dell uses a mass alerting system to share information when needed. Local media is also utilized to share requirements after an event.
Have any substantially damaged/substantially improved structures been mitigated since the last plan update?	No
How will the community remain in compliance with the NFIP moving forward?	Work with FEMA/NFIP to identify and implement necessary changes. Continue to follow floodplain ordinance and pursue ongoing training and education.

Table 353: Floodplain Mapping

Question	Response
How does the community support map change requests? This could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.	The city or members of the public have not requested any map changes.
When did the latest Flood Insurance Rate Map (FIRM) become effective?	05/2017
When was the latest FIRM adopted?	2017
Is the FIRM and Flood Insurance Study (FIS) report in an accessible location? How would the public get access to their flood map information?	Yes Request to review
Does the community use any Risk MAP products? If so, describe.	No
Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?	Yes

Table 354: Flood Insurance and Outreach

Question	Response
How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?	As needed, based on inquiry
How does the community engage with insurance agents on flood insurance?	As needed, based on inquiry
Does the community (or state) have flood hazard disclosure laws?	Yes
How familiar is the public with their flood insurance options?	Not sure
How many properties have flood insurance in the community?	0
Are there any areas where flood insurance is lacking?	Unknown

19.5. Mitigation Strategy

The City of Rio Dell has adopted the same goals and prioritization process as those adopted by Humboldt County, which is described in Volume 1 of this plan. Previous mitigation actions and their statuses are in Table 355, while new mitigation action items and those carried forward from the previous plan are in Table 356.

19.5.1. Previous Mitigation Actions

Table 355: Previous Mitigation Actions

Mitigation Action	Description	Status
RIO1	Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.	This has been deferred until time and resources are appropriate and available.

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Mitigation Action	Description	Status
RIO2	Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including the city's Safety Element.	This has been deferred until time and resources are appropriate and available.
RIO3	Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.	This has been deferred until time and resources are appropriate and available.
RIO4	Continue to maintain good standing and compliance under the NFIP through the implementation of floodplain management programs that, at a minimum, meet the NFIP requirements: <ul style="list-style-type: none"> • Enforce the flood damage prevention ordinance. • Participate in floodplain identification and mapping updates. • Provide public assistance/information on floodplain requirements and impacts. 	Completed. However, we do not have a certified flood plain manager.
RIO5	Identify and pursue strategies to increase adaptive capacity to climate change, including, but not limited to the following: The participation, preparation and adoption of a Regional Climate Action Plan.	Carry forward- In active process.
RIO6	Purchase generators for critical facilities and infrastructure that lack adequate backup power, including the City's Fire and School facilities. The City hopes to install an emergency generator for City Hall, Police Department, Fire District and School District in the near future pending the availability of funds through LHMP.	Completed. New power backup systems were installed at City Hall, Corporation Yard and Wastewater Lift stations. In addition, a mobile backup generator was installed for the water system. No FEMA assistance was ever provided to accomplish these tasks. The status of the Fire District and School District is unknown.

CITY OF RIO DELL ANNEX

Mitigation Action	Description	Status
RIO7	Plan to upgrade Radio equipment and towers to Interoperable Digital P25 infrastructure for the City Hall and Fire District.	Completed
RIO8	Retrofit/installation of undersized culverts and drainages to prevent flooding and erosion/ landslide damage.	This has been deferred until time and resources are appropriate and available.
RIO9	Installation of fire sprinklers at City Hall and Fire Station.	This has been deferred until time and resources are appropriate and available.
RIO10	Perform public education and outreach.	Completed. Newsletters have provided disaster-related educational outreach.
RIO11	Establish Joint Public Safety Dispatch and EOC.	This has been deferred until time and resources are appropriate and available.

19.5.2. Updated Mitigation Actions

Table 356: 2025 Mitigation Actions²⁷

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO1	Identify the location, acquire the site and construct a fuel storage facility for the Corporation Yard backup generator, as well as for public safety and allied agencies.	High	City of Rio Dell	Earthquake, winter weather, wind, wildfire, landslide	HMGP, BRIC, PDM, CDBG, enterprise funds, general fund	\$500,000	Medium-term	New	Yes	Yes
RIO2	Identify the location, acquire the site and construct a multipurpose community center with the capacity for sheltering, aid distribution, supplies and serving as an assistance center when needed.	High	City of Rio Dell	Dam failure, drought, earthquake, extreme temperatures, flooding, landslide, wildfire wind, winter weather	HMGP, BRIC, PDM, CDBG, enterprise funds, general fund	\$7,000,000	Long-term	New	Yes	Yes
RIO3	Carry out a citywide stormwater evaluation study and develop a master plan to identify vulnerabilities and maintenance needs.	High	City of Rio Dell	Dam failure, flooding, landslide, winter weather	HMGP, BRIC, PDM, CDBG, general fund	\$500,000	Long-term	Both	Yes	Yes

²⁷ BRIC: Building Resilience Infrastructure and Communities, CDBG: Community Development Block Grant, FMA: Flood Mitigation Assistance, HMGP: Hazard Mitigation Grant Program, PDM: Pre-Disaster Mitigation, STIP: State Transportation Improvement Program, SWRCB: State Water Resources Control Board

CITY OF RIO DELL ANNEX

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO4	Update the emergency operations plan.	High	City of Rio Dell	Dam failure, drought, earthquake, extreme temperatures, flooding, landslide, wildfire wind, winter weather	HMGP, BRIC, PDM, general fund	\$20,000	Short-term	Existing	Yes	Yes
RIO5	Support the development of a Firewise Community program, and implement defensible space requirements, including education and outreach.	High	City of Rio Dell	Drought, earthquake, extreme temperatures, wildfire	General fund	\$20,000	Medium-term	New	Yes	Yes
RIO6	Expand the infiltration gallery to reduce risk from low flow and landslides.	High	City of Rio Dell	Drought, flooding, landslide	SWRCB HMGP, water fund	\$3,000,000	Long-term	Existing	Yes	Yes
RIO7	Improve the wastewater collection system mains, laterals and manholes.	High	City of Rio Dell	Flooding, winter weather	HMGP, SWRCB, enterprise fund	\$5,000,000	Long-term	Existing	Yes	Yes

CITY OF RIO DELL ANNEX

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO8	Install fire sprinklers at City Hall.	Low	City of Rio Dell	Earthquake, wildfire	CDBG, general and enterprise funds	\$180,000	Long-term	Existing	No	Yes
RIO9	Implement slip-out and slide protections on Monument Road.	Medium	City of Rio Dell	Earthquake, flooding, landslide, wildfire, winter weather	HMGP, BRIC, PDM, CDBG, road funds, general fund	\$3,000,000	Long-term	Existing	Yes	Yes
RIO10	Continue to support countywide initiatives identified in this plan.	High	City of Rio Dell	Earthquake, floods, dam failure, drought, extreme temperatures, landslide, wildfire, wind, winter weather	HMGP, BRIC, district funds	\$100,000	Short-term and ongoing	Both	Yes	All
RIO11	Establish a joint public safety dispatch and EOC.	High	City of Rio Dell	Earthquake, floods, dam failure, drought, extreme temperatures, landslide, wildfire, wind, winter weather	HMGP, PDM, BRIC	\$3,000,000	5+ years	New	Yes	Safety and Security

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CITY OF RIO DELL ANNEX

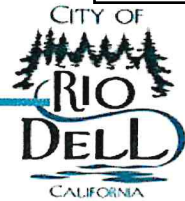
#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO12	Retrofit and install undersized culverts and drainage systems to prevent flooding and erosion/landslide damage.	Medium	City of Rio Dell	Landslide, flooding, wind, winter weather	HMGP, PDM, FMA	\$1,000,000	5+ years	Existing	Yes	Transportation
RIO13	Identify and pursue strategies to increase adaptive capacity to climate change, including but not limited to, participating in, preparing and adopting a Regional Climate Action Plan.	Medium	City of Rio Dell	All	Staff time and general funds	\$15,000	3-5 years	Both	Yes	All
RIO14	Where appropriate, support the retrofitting and the purchase or relocation of structures in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.	High	City of Rio Dell	Earthquake, flooding, landslide, wildfire	HMGP, PDM, FMA	\$2,000,000	3-5 years	Existing	Yes	All
RIO15	Integrate the hazard mitigation plan into other plans, ordinances and programs — including the City's Safety Element — that dictate land use decisions in the community.	Low	City of Rio Dell	Dam failure, drought, earthquake, flooding, landslide, wildfire	Staff time, general funds	\$10,000	1-3 years	Both	No	All
RIO16	Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.	Low	City of Rio Dell	All hazards	Staff time, general funds	\$2,000	1-3 years	Both	Yes	All

CITY OF RIO DELL ANNEX

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO17	Hire GIS personnel to assist in hazard identification and vulnerability assessments.	High	City of Rio Dell	All hazards	Staff time, general funds	\$50,000	1-3 years	Both	Yes	All
RIO18	Make physical improvements to the Avenues (Specifically first and Second Avenue) neighborhood to ensure emergency vehicles can access it.	High	City of Rio Dell	All hazards	HMGP, BRIC, city road funds, STIP, CDBG	\$1,500,000	3-5 years	Both	Yes	Safety and Security
RIO19	Evaluate the placement of fire hydrants against the new CAL FIRE Fire Hazard Zone Severity Mapping process for identifying priority areas for placing or replacing fire hydrants.	Medium	City of Rio Dell	Earthquake, wildfire	HMGP, BRIC, CDBG	\$500,000	3-5 years	Both	Yes	Safety and Security
RIO20	Develop a second access route to Dinsmore Plateau via Rio Vista Lane.	Medium	City of Rio Dell	Earthquake, landslide, wildfire, wind, winter weather	HMGP, BRIC, CDBG	\$500,000	3-5 years	New	Yes	Transportation

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675 Wildwood Avenue
Rio Dell, CA 95562



TO: Mayor and Members of the City Council

FROM: Karen Dunham, City Clerk

THROUGH: Kyle Knopp, City Manager

DATE: September 16, 2025

SUBJECT: Resolution No. 1648-2025 - Designation of Voting Delegate
for Cal Cities Annual Conference

RECOMMENDATION

Approve Resolution No. 1648-2025 designating Mayor Debra Garnes as the voting delegate and Amanda Carter as the voting delegate alternate for the Cal Cities Annual Conference and Expo October 8-10, 2025.

BUDGETARY IMPACT

None

BACKGROUND AND DISCUSSION

The Cal Cities 2025 Annual Conference & Expo is scheduled for October 8-10, 2025 at the Long Beach Convention Center in Long Beach, California. An important part of the conference is the member-driven General Assembly which will take place on Friday, October 10, 2025, at such time, the Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

For the City's representative to vote at the General Assembly, a voting delegate and alternate must be designated by the City Council in the form of a Resolution. A copy of the completed Voting Delegate Form along with a copy of the adopted resolution must be returned to the League's office through the online submission portal by Wednesday, September 24, 2025, to allow the Cal Cities staff time to establish voting delegate records prior to the conference.

ATTACHMENTS:

Resolution No. 1648-2025



RESOLUTION NO. 1648-2025
RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF RIO DELL DESIGNATING A VOTING DELEGATE AND
ALTERNATE FOR THE CAL CITIES
2025 ANNUAL CONFERENCE

WHEREAS, Cal Cities bylaws require the governing body to designate the City’s voting delegate and up to two alternates; and

WHEREAS, Mayor Debra Garnes was previously appointed by the City Council as the representative to Cal Cities, with Mayor Pro Tem Amanda Carter as the alternate.

NOW, THEREFORE, the City Council of the City of Rio Dell does hereby resolve that ***Debra Garnes, Mayor***, is hereby appointed to serve as the City’s voting delegate at the Cal Cities Annual Conference and Expo on October 8-10, 2025, and ***Amanda Carter, Mayor Pro Tem*** as the designated alternate voting delegate.

I HEREBY CERTIFY that the foregoing Resolution was duly introduced, passed, and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the 16th day of September, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

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



DATE: September 11, 2025

TO: Mayor and Members of the City Council

FROM: Randy Jensen, Water/Streets/Interim Wastewater Superintendent

THROUGH: Kyle Knopp, City Manager

SUBJECT: Peterson Power Systems, Inc - Two-Year Service Agreement Contract for City of Rio Dell owned CAT and Cummins backup generators.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize City manager to execute the 2-year service agreement with Peterson CAT. This agreement is for the inspection and maintenance of the City of Rio Dell's backup generators located at City Hall, City Corp Yard, Painter St lift station, Fern Street lift station, and the Water Department's mobile generator.

BACKGROUND AND DISCUSSION

As the City Council is aware, the City of Rio Dell owns several backup generators that are crucial for maintaining essential city services during power outages. These generators are vital for reducing disruptions to City Hall operations, the wastewater sewer lift stations, and the water supply system during power outages. To guarantee the operational readiness of our backup generators, it is essential that the City remain current and up to date on all annual maintenance to ensure the continued functionality of our critical infrastructure during power disruptions. The attached proposal details the scope of service and specifies a total cost of \$25,546.00 for the two-year service agreement.

ATTACHMENTS

2025-2026 Peterson CAT Generator Service Agreement Contract Proposal #DKG250743R



Date: 9/10/2025

Proposal# DKG250743R

Prevailing Wage Y/N

N

Customer Value Agreement (CVA)

Prepared for:

City of Rio Dell

Acct # 5423100
Name: Randy Jensen
Phone: 707 764 3541
E-mail: jensenr@cityofriodell.ca.gov
Billing Address: 675 Wildwood Ave Rio Dell CA 95562

Prepared By: Dennis Gordon
Title: Product Support Sales Representative
Phone: 530 227 2923
E-mail: dkgordon@petersonpower.com

Peterson Power Systems, Inc. agrees to perform the services listed below for

City of Rio Dell

The agreement will be for a period of: Two Years
Commencing on: Acceptance Date
These services will be performed on the units listed below at the stated price:
The units are located at: City of Rio Dell CA various locations

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

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

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

An **Annual Service** includes a full inspection (see description above) of each unit and a full service which includes; the replacement of engine oil, oil filters and fuel filters. Air filters are replaced on an as needed basis for an additional charge. Please contact your PSSR if you would like your air filters replaced.

Load Bank Testing is recommended annually for any generator that is not run "under load" (maintaining a load of at least 30% of its kilowatt (kW) rating) regularly, to ensure the proper operation of your generator. A Load Bank Test will include the connection of a portable resistive Load Bank. Load test duration is specified below in the pricing Spreadsheet.

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

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

CVA pricing Spreadsheet. Proposal # DKG250743R

CVA Year 1 and 2											
Make	Customer unit ID	Model	Serial	Inspection Frequency X Cost	Annual Service - (Green Annual put G in shaded column)	Load Test Load Test Duration - Hours	Meggar Test	Battery Replacement	Replace heater hoses	Coolant and fuel sampling	Total
Year 1 2025	Corp Yard CAT 600	C18	EKW01519	1 \$ 586	\$ 1,849	\$ 1,541	2.0			\$ 23	\$ 3,999.00
Year 1 2025	Fern St CAT 50	D50-2LC	CN301177	1 \$ 497	\$ 963	\$ 878	2.0		\$ 298	\$ 23	\$ 2,659.04
Year 1 2025	Painter St CAT 50	D50-2LC	CN301173	1 \$ 497	\$ 963	\$ 878	2.0		\$ 298	\$ 23	\$ 2,659.04
Year 1 2025	Northwestern CAT 100	XQ125	CK500337	1 \$ 497	\$ 1,092					\$ 23	\$ 1,612.00
Year 1 2025	City Hall Cummins			1 \$ 497	\$ 826					\$ 23	\$ 1,346.00
Year 2 2026	Corp Yard CAT 600	C18	EKW01519	1 \$ 613	\$ 1,932	\$ 1,611	2.0			\$ 26	\$ 4,182.00
Year 2 2026	Fern St CAT 50	D50-2LC	CN301177	1 \$ 522	\$ 998	\$ 918	2.0	\$ 356		\$ 26	\$ 2,820.00
Year 2 2026	Painter St CAT 50	D50-2LC	CN301173	1 \$ 522	\$ 998	\$ 918	2.0	\$ 356		\$ 26	\$ 2,820.00
Year 2 2026	Northwestern CAT 100	XQ125	CK500337	1 \$ 522	\$ 1,142			\$ 348		\$ 26	\$ 2,038.00
Year 2 2026	City Hall Cummins			1 \$ 522	\$ 863					\$ 26	\$ 1,411.00
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Total Year 1-2 \$ 25,546

SUMMARY OF SERVICE PRICING FROM ABOVE GRID	
Year 1-2	\$25,546.00
Total	\$25,546.00

Scope of work notes:

Work is priced to be performed during normal working hours, Monday-Friday 7:00am – 3:30pm.
Any additional work approved by customer and performed while tech is on site will be charged at time and material rates.
A rental generator to cover is not priced on this proposal unless otherwise stated.
Any fuel consumed will be the responsibility of the customer.
Applicable Environmental Charges and Consumable supplies are not included in above pricing

Notes and/or Exclusions:

Batteries on all machines will be at three years of age in 2026 and will be due for replacement – priced on this proposal
Updated to include 2 hour load testing on Corp yard, Fern, and Painter machines. Addition of load testing on Fern and Painter due to the observed load levels only reaching between 25-35 percent of nameplate rating. This low load level could lead to wet stacking and other issues with the engine. Running a load test where the machine gets up to temperature with an artificial load burns off any unburned fuel and particulate out of the system and puts the machine through its paces to make sure it is working as it should.
Reference quote 2147240 for Painter street heater hose replacement
Batteries replaced on yard machine 2024 according to information passed back by customer
"Non-Solicitation. During the term of this Agreement and for one (1) year thereafter, Manager and Owner will not, except with the prior written consent of Service Contractor, directly or indirectly, solicit or encourage the solicitation of any person who is, or was within a six (6) month period prior to such solicitation, an employee of Service Contractor or any of its affiliates for any position as an employee, independent contractor, consultant or otherwise. In the event of a breach of this Section by Manager or Owner, along with any other remedy at law, Service Contractor shall be entitled to full financial damages to be determined by Service Contractor in its sole discretion."

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

Customer Signature

Date

Purchase Order

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

New Quote

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

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

Attachment A

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

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

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

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

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

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

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

7. Change Orders. Subject to Section 3, above, if either Party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other Party in writing. Company shall, within a reasonable time after such request, provide a written proposal to Customer of (i) the likely time required to implement the change and (ii) any necessary variations to the fees and other charges for the Services arising from the change. Within thirty (30) days after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a New Quote 4 of 8

"Change Order"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing. Notwithstanding the above, Company may from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the

New Quote

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Services, or the fees or any performance dates set forth in the CVA or relevant Proposal or Change Order.

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

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

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

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

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

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

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

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

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

12. Limitation of Liability.

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

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

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

New Quote 5 of 8

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

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

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

13. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other Party for, from and against any third party claims related to

New Quote

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Inspection Service**Before Starting Engine:**

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

With Engine Running:

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

After Stopping Engine:

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

Reporting:

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

Annual Service**Includes all Inspection Services and the following:**

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

Load Test

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

Three Year Service (PM-3)

- Replace all rubber coolant hoses
- Replace drive belts
- Replace block heater hoses
- Replace coolant regulators (Thermostat) - Thermostats are not included on the Cat C175 Engines
- Replace rad cap
- Standard antifreeze will be replaced every three years

Extended life coolants will be upgraded after the first three years and replaced after six years
Additional services upon request

Thermal Image Inspections:

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

Fuel Conditioning/Polishing:

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

Building Load Transfer with Visual inspection:

Inspect enclosure, anchorage, door seal, connections for thermal variance, loose or damaged wires, overheating or mechanical malfunction, and indicator lamps. Transfer load up to 30 minutes (as permitted).

Level 1 ATS Energized Preventative Maintenance (conforms NFPA 110 2018)

- Clean interior of ATS if safe to do so.
- Record utility voltage and amperage.
- Measure and record voltage drop across contacts (Utility Power)
- Perform functional test (Transfer load from utility to emergency power if permitted by customer)
- Record emergency voltage, frequency, and amperage
- Measure and record voltage drop across contacts (Emergency Power)
- Check for excessive heat build-up with infrared thermometer or camera.
- Verify time delays and voltage set points.
- Provide customer with a report of findings and recommendations for additional services.

Level 2 ATS De-energized Preventative Maintenance

- Work with customer to de-energize and isolate ATS.
- Perform contact resistance test with Digital Low Resistance Ohmmeter (DLRO)
- Inspect clean and polish contacts if required by DLRO testing.
- Inspect arc chutes, insulation, control wiring, switches, and relays.
- Check torque on all cables and wires.
- Check mounting hardware and function of mechanical components.
- Lubricate all mechanical components as needed.
- Perform Level 1 service after **re-energized work to confirm proper operation.**
- Provide customer with written documentation of service procedures, any findings and recommendations for additional services.

Level 3- Bypass 'Energized' Service

Bypass Isolation switches keep your facility powered 24/7, for maintenance purposes these transfer switches also have an additional circuit which allows the Automatic Transfer Switch to be isolated for an inspection with minimal arc concerns/PPE needs. Level 4 Bypass ATS Service is available as an energized service. Bypass ATS will be connected to source of facility's choice, either Utility or Emergency Generator for duration of inspection** to allow for safe isolated inspection of ATS contactor. ATS will be racked out and then inspected/cleaned before being racked back into the Bypass ATS.

***If outage was to occur during inspection, switch may need to be manually racked to alternate source. Depending on switch manufacturer, Time to bring the EPSS fully back online may range between 10 to 25 minutes. Please contact your*

Product Support Rep for details or to develop more detailed plan based on site and equipment specifics; full job site walk with lead technician may be necessary based on facility concerns and equipment onsite.

Level 4- Bypass ‘De-Energized’ Service

Level 4 service requires full de-energization of the Bypass Transfer Switch (Utility and E-Gen Shutdown). Level 4 service includes our Level 3 Scope of work, plus the addition of checking the mechanical torque of connections and lubrication of micro switches. Service is suggested to be combined with major shutdowns or based on manufacturer’s specifications.

Megger Testing: (Insulation resistance testing)

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

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

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



DATE: September 16, 2025

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

SUBJECT: Adopt Resolution No. 1650-2025, to Implement City of Rio Dell's Last, Best and Final Offer with the Rio Dell Employees Association for Terms and Conditions of Employment by Acting Unilaterally to Impose the City's Offer

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 1650-2025; or,
2. Take no action. The City is not required to implement a last, best and final offer. This is not recommended.

BACKGROUND

At the instruction of the City Council, representatives of the City of Rio Dell have negotiated in good faith regarding wages, hours, and other terms and conditions of employment with the authorized representatives of the Rio Dell Employee's Association (RDEA). Negotiations began on April 2, 2025.

The City's bargaining representatives submitted the City's Last, Best and Final Offer on July 16, 2025. On July 31, 2025 the representatives of the RDEA noticed the City declared they had reached impasse with the City. As of the date of this meeting, 47 days have passed since the declaration of impasse and no mediation or fact-finding has been requested. Under the Myers Milius Brown Act (MMBA) the City Council may now unilaterally implement the City's Last, Best and Final Offer. This action is recommended by staff.

Attachments:

Resolution No. 1650-2025
Attached RDEA Last, Best and Final Offer

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RESOLUTION NO. 1650 -2025
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
TO IMPLEMENT THE CITY’S LAST, BEST AND FINAL OFFER FOR TERMS AND CONDITIONS OF
EMPLOYMENT FOR RIO DELL EMPLOYEE ASSOCIATION MEMBERS
BY ACTING UNLITERALLY TO IMPOSE THE CITY’S OFFER

WHEREAS, the agreement with the Rio Del Employee’s Association expired on June 30, 2025; and

WHEREAS, City representatives and the duly appointed representatives of the Rio Dell Employee’s Association have met and conferred in good faith in accordance with State Law in an attempt to negotiate new terms and conditions of employment; and

WHEREAS, the City’s bargaining representatives submitted the City’s last, best and final offer dated July 16, 2025; and

WHEREAS, the representatives of the Rio Dell Employee’s Association informed the City on July 31, 2025 that the Rio Dell Employee’s Association had reached an impasse with the City; and

WHEREAS, it is now appropriate to implement the City’s last, best and final offer for a one year term.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rio Dell, California adopts the attached terms and conditions of employment for the Rio Dell Employee’s Association beginning September 17, 2025.

PASSED AND ADOPTED by the City Council of the Rio Dell on this 16th day of September, 2025 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Debra Garnes, Mayor

ATTEST:


Karen Dunham, City Clerk



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

July 16, 2025

TO: Rio Dell Employee's Association Bargaining Team
Susie Townsend
Rosa Maciel

FROM: City of Rio Dell Labor Negotiation Team
Kyle Knopp
Charley Howard 

SUBJECT: Last, Best and Final Offer to Rio Dell Employees Association

1. One year extension to June 30, 2026.
2. \$1,500 total stipend, split into two equal payments (\$750) issued upon the first full pay period after agreement execution by the City and RDEA and second payment on the first full pay period in January 2026.
3. Article 22: addition of language for "Transferred, Reassigned, or Job Eliminated" that if rehired (returned to original status or the job action is reversed) within two years the employee shall retain longevity status and benefit package. Shall not apply to employees who quit and are rehired and can only be approved if the individual leaves without issue.
4. Article 10: Increase language for Insurance Opt-outs. "Level of compensation shall be \$200 per pay period" (up from \$125). Shall not include part-time or permanent part-time employees.
5. Article 8: Change of 3% to 5% for employees with 10 years of continuous uninterrupted employment to reflect the 5% change in salary steps. Shall not include part-time or permanent part-time employees.
6. New SCADA "on-call" pay for plant operators who are tasked with on-call work at \$200 per pay period (\$100 per week).

Beyond the agreement, the City commits to revisit the employee handbook over the course of the extension, including grievance procedure and other matters within the handbook or needing to be added to or deleted from the handbook.

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City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
14473	8/07/2025	[6038] ACCURATE TERMITE & PEST SOLUTIONS	Commercial Pest Control Services - 475 Hilltop, Commercial Pest & Rodent Control - 675 Wildwood	355.00
14474	8/07/2025	[5381] ALTERNATIVE BUSINESS CONCEPTS	MONTHLY MAINTENANCE & COPIER CHARGES FOR JULY 2025 - City Hall & COPIER CHARGES FOR JULY 2025 - PD	631.56
14475	8/07/2025	[3975] AT&T - 5709	FAX LINE EXPENSES FOR JULY 2025 - PD, FAX LINE EXPENSES FOR JULY 2025 - City Hall	71.71
14476	8/07/2025	[4063] CITY OF FERNDALE	Police Services (Investigation): 26hrs@\$29.63=\$770.38	770.38
14477	8/07/2025	[2293] CITY OF FORTUNA	Police Dispatch for August 2025	8,483.33
14478	8/07/2025	[2346] DEPT OF HOUSING & COMMUNITY DEVELOPMENT	Submittal of Form 433A for 98 Painter St	22.00
14479	8/07/2025	[2691] HUMBOLDT SENIOR RESOURCE CENTER/ADULT DAY HEALTH, INC	Senior Home Repair Grant Program - Additional Payment	244.13
14480	8/07/2025	[6414] HUMBOLDT VETERINARY MEDICAL GROUP	One Euthanasia and One Examination	190.00
14481	8/07/2025	[6998] MAD RIVER COMMUNITY HOSPITAL	Post Officer Exam	175.00
14482	8/07/2025	[2569] MICROBAC LABORATORIES, INC.	BOD/NFR, ELAP Certification Fee, Coliform Presence/Absence, ELAP Certification Fee, Total Coliform Bacteria 3x5	231.00
14483	8/07/2025	[2551] MIRANDA'S ANIMAL RESCUE	Animal Control for July 2025	1,900.00
14484	8/07/2025	[3006] MISSION LINEN SUPPLY, INC	Maintenance & Cleaning of PW Shirts, Clean Mop Head, Clean Mop Head, Towels	243.37
14485	8/07/2025	[6100] NORTHERN CALIFORNIA GLOVE	Vest, Gloves, Goggles, Visors, Mesh Vest	206.73
14486	8/07/2025	[4393] NYLEX.net. Inc.	CSO Display Cable	24.08
14487	8/07/2025	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserves on 8/1/2025	400.00
14488	8/07/2025	[2715] STEWART TELECOMMUNICATION	Phone Lines City Hall - September 2025, Connect Fax Machine in New Location, Phone Lines PD - September 2025	867.00
14489	8/07/2025	[4908] THE MITCHELL LAW FIRM, LLP	LEGAL SERVICES FOR JULY 2025	4,598.50
14490	8/07/2025	[2750] USA BLUEBOOK	Fire Nose, Brass Nozzle	2,286.97
14491	8/07/2025	[7959] W-TRANS	1st & 2nd Avenues Circulation Study	255.00
14492	8/07/2025	[2779] WILDWOOD SAW	2 Stihl Edger Blades	19.69
14493	8/07/2025	[2787] WYCKOFF'S	Plug, Bushing PVC, Adapter, Sump Pump, Tubing, PVC Pipe	290.83
14494	8/14/2025	[7425] CIVICPLUS LLC	Municode Meeting Premium Annual & Hub Stand Alone Purchase 7/25/2025-7/24/2026	3,572.10
14495	8/14/2025	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 8/8/2025	90.00
14496	8/14/2025	[2283] COASTAL BUSINESS SYSTEMS	Contract Base Rate Charge for 8/8/2025 to 8/7/2026	2,211.00
14497	8/14/2025	[5944] COLANTUONO, HIGHSMITH & WHATLEY	Special Counsel Services: Services Through July 31, 2025	35.00
14498	8/14/2025	[7888] CRITTERS WITHOUT LITTERS SPAY/NEUTER CLINIC	Feral Frank (Cat-M), Maverick (Cat-F), Oliver (Cat-M), Sunny (Cat-M), Leo (Dog-M), Willow (Dog-F), Quasi (Dog-F), Maggie (Cat-F): Exam for PD	750.00
14499	8/14/2025	[7852] CSG CONSULTANTS	Franchise Agreement Analysis/Negotiation Assistance	2,000.00
14500	8/14/2025	[2405] FORTUNA ACE HARDWARE	Flashlights and Stepping Stones, Stepping Stones, Patio Stones	235.00

Section F, Item 7.

City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
14501	8/14/2025	[5052] GHD, INC	Professional Services Rendered Through 8/2/2025: PW-Rio Dell Pedestrian Connectivity Improvements	2,653.20
14502	8/14/2025	[6486] GREEN TO GOLD ENTERPRISES LLC	PVC Expansion Repair Couplings (Gateway Irrigation)	83.70
14503	8/14/2025	[2437] HACH	Nitrogen TOT LR TNT	158.84
14504	8/14/2025	[2569] MICROBAC LABORATORIES, INC.	Coliform Presence/Absence, ELAP Certification Fee, Total Coliform Bacteria 3x5, BOD/NFR, ELAP Certification Fee	321.00
14505	8/14/2025	[7922] PAPE MATERIAL HANDLING	Tire	210.19
14506	8/14/2025	[6349] RECOLOGY EEL RIVER	Trash Bags July '25	139.20
14507	8/14/2025	[5772] SACRAMENTO VALLEY ASSOCIATION OF	Class on NEC 706 and the I Codes	90.00
14508	8/14/2025	[2693] SHELTON'S AUTO LUBE	Oil Change on '21 Ford F-150, Oil Change on '21 Ford Explorer	203.00
14509	8/14/2025	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE FOR AUGUST 2025	150.00
14510	8/14/2025	[4570] SHRED AWARE	Shredding	78.77
14511	8/14/2025	[2719] STATE WATER RESOURCES CONTROL BD	Water Treatment Operator Examination Grade T2	65.00
14512	8/14/2025	[2779] WILDWOOD SAW	Trimmer Line, Stihl HP Mix, Equipment Maintenance	471.50
14513	8/21/2025	[5562] CALIF STATE LANDS COMMISSION	Public Agency - Amendment of an Existing Lease	387.66
14514	8/21/2025	[2293] CITY OF FORTUNA	Livescan	35.00
14515	8/21/2025	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	Fingerprint APPS; Child Abuse Index Check: Peace Officer-Billed;	66.00
14516	8/21/2025	[7978] EMPIRE BROKERAGE & REAL ESTATE SERVICES	CUSTOMER DEPOSIT REFUND	400.00
14517	8/21/2025	[6725] CHARLES C FIELDER	Firearm Instructor School/Susanville	720.20
14518	8/21/2025	[2405] FORTUNA ACE HARDWARE	LED Bulb 10pk, Driver Sets, Jacks	427.94
14519	8/21/2025	[5052] GHD, INC	Professional Services Rendered Through 6/28/2025	273.50
14520	8/21/2025	[6486] GREEN TO GOLD ENTERPRISES LLC	Refund (Return) Pipe Union Slip Joint, Saw Blades	6.09
14521	8/21/2025	[2437] HACH	Nitrate, TNT	81.46
14522	8/21/2025	[2452] HORIZON BUSINESS PRODUCTS	3000 #10 Window w/ Return Address Envelopes	1,031.65
14523	8/21/2025	[6909] HUMBOLDT FENCE CO	Installed Chain Link Fence and 8'x8; Concrete Slab	9,706.08
14524	8/21/2025	[2474] HUMMEL TIRE & WHEEL, INC	Equipment Tires, Tire Change on '22 RAM 2500	1,028.09
14525	8/21/2025	[7475] LEAF CAPITAL FUNDING LLC	Lease of Kyocera TA 308ci Copier System	205.74
14526	8/21/2025	[2569] MICROBAC LABORATORIES, INC.	BOD/NFR, ELAP Certification Fee, Coliform Presence/Absence. ELAP Certification Fee, Total Coliform Bacteria 3x5	479.00
14527	8/21/2025	[7635] NAPA AUTO PARTS FORTUNA	Lubricants	223.10
14528	8/21/2025	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR SEPTEMBER 2025	3,240.00
14529	8/21/2025	[3343] PITNEY BOWES RESERVE ACCOUNT	Postage Purchased for Reserves on 8/20/2025	40
14530	8/21/2025	[2619] PITNEY BOWES, INC.	QUARTERLY LEASING PAYMENT 6/30/2025 - 9/29/2025	18
14531	8/21/2025	[8015] RUFF RUFF POOP BAGS	Header Bag w/ Strap	14
14532	8/21/2025	[6373] THATCHER COMPANY, INC.	Aqua Ammonia, 25% TECH	1,93
14533	8/21/2025	[6037] WELLS FARGO VENDOR FIN SERV	KYOCERA COPIER PAYMENT FOR SEPTEMBER 2025	39

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City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
14534	8/21/2025	[2772] WENDT CONSTRUCTION, INC	Roadside Mower	918.75
14535	8/28/2025	[4949] ASAP Lock & Key	'Do Not Duplicate' Keys	15.33
14536	8/28/2025	[8018] BIO-CHEM, INC.	E-Z 101, E-Z 102	3,063.57
14537	8/28/2025	[7214] MARY E CLARK	Record Supervisor (Coronado, CA 92118) {75% Advance}	400.50
14538	8/28/2025	[2303] COAST CENTRAL CREDIT UNION	POA Dues for PPE 8/22/25	90.00
14539	8/28/2025	[2340] DEPT OF JUSTICE ACCOUNTING OFFICE	Blood Alcohol Analysis	35.00
14540	8/28/2025	[5052] GHD, INC	Professional Services Rendered Through 8/2/2025; PW Rio Dell Eel River Trail	3,898.77
14541	8/28/2025	[6486] GREEN TO GOLD ENTERPRISES LLC	Reducing Bushings, Pipe Strap,Hose Bib	55.13
14542	8/28/2025	[2457] HUMBOLDT COUNTY CLERK-RECORDER	Copies for Code Enforcement	2.00
14543	8/28/2025	[2474] HUMMEL TIRE & WHEEL, INC	Tire Alignment on '22 RAM 2500	139.00
14544	8/28/2025	[7445] INSITE IG dba INSITE INSTRUMENTATION GROUP, INC.	Dissolved Oxygen Sensor	3,299.00
14545	8/28/2025	[7935] KNIGHT, ANGELA	CUSTOMER DEPOSIT REFUND	253.97
14546	8/28/2025	[6998] MAD RIVER COMMUNITY HOSPITAL	Back Fit/Flexibility Test, D.O.T. Physical Exam, Urine Drug Screen	446.25
14547	8/28/2025	[2569] MICROBAC LABORATORIES, INC.	Coliform Presence/Absence, Coliform Quanti-tray, ELAP Certification Fee, Total Coliform	447.00
14548	8/28/2025	[8019] PLAYGROUND BOSS LLC	Bacteria 3x5, BOD/NFR, ELAP Certification Fee	
14549	8/28/2025	[3685] RURAL COMMUNITY ASSISTANCE CORPORATION dba RCAC	Dog Park Kit Bow Wow - 6 Pieces	8,765.00
14550	8/28/2025	[7662] NATHAN R SCHEINMAN	Loan # 1144-CRD-05 Water CIP	6,529.95
14551	8/28/2025	[2693] SHELTON'S AUTO LUBE	Reimbursement: Boot Allowance	295.60
14552	8/28/2025	[7185] STAPLES ADVANTAGE	Oil Change '22 RAM 2500	130.50
14553	8/28/2025	[3917] VERIZON WIRELESS	Postage Pad, Copy Holder	58.67
14554	8/28/2025	[5547] WAHLUND CONSTRUCTION, INC.,/SEQUOIA CONSTRUCTION SPECIALTIES	Safety Phones PD & PW (& Mayor): July 17- Aug 16 Drinking Water Infrastructure Improvement Project	661.80 1,066,803.63
14555	8/28/2025	[7538] WAINWRIGHT, WYATT GARY	CUSTOMER DEPOSIT REFUND	163.67
Total Checks/Deposits				1,153,621.56

Ref#	Date	Vendor	Description	Amount
6290153	8/01/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR MISSIONSQUARE RETIREMENT ONLINE PAYMENT FOR PPE 07/25/2025	-10,885.38
468432	8/04/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 07/25/2025	-3,061
5486584	8/04/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 07/25/2025	-15,991
NSF	8/04/2025	WITHDRAWAL	DEPOSITED ITEM RETURNED	-41
55236	8/07/2025	WITHDRAWAL	DEPOSITED ITEM RETURNED	-131

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City of Rio Dell
Check Listing for City Council Meeting

Ref#	Date	Vendor	Description	Amount
5002981	8/08/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC DENTAL INSURANCE FOR AUGUST 2025	-116.22
NSF E-CHECK	8/08/2025	WITHDRAWAL	DEPOSITED ITEM RETURNED	-223.00
6139438	8/12/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR MISSIONSQUARE RETIREMENT ONLINE PAYMENT FOR PPE 08/08/2025	-10,885.38
9837471	8/12/2025	ELECTRONIC FUNDS TRANSFER	EFT: FIBER OPTIMUM BILL FOR AUGUST 2025. SPLIT WITH P.D & ADMIN.	-877.00
9837470	8/12/2025	ELECTRONIC FUNDS TRANSFER	EFT ONLINE OPTIMUM PUBLIC WORKS PAYMENT FOR AUGUST. FY 2025 - 2026	-273.21
9837475	8/15/2025	ELECTRONIC FUNDS TRANSFER	EFT: MISSIONSQUARE RETIREMENT PAYMENT: PW EMPLOYEE FINAL PAY CHECK 8/15/2025.	-255.32
362-192	8/18/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PPE 07/25/2025	-3,365.25
9837477	8/18/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EDD PAYROLL TAXES FOR PW EMPLOYEE FINAL PAY CHECK 08/15/2025.	-165.27
914265	8/18/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PPE 08/08/2025	-17,003.70
9837476	8/18/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR EFTPS PAYROLL TAXES FOR PW EMPLOYEE FINAL PAY CHECK 08/15/2025.	-825.42
9837482	8/19/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR BANK OF AMERICA CREDIT CARD PAYMENTS FOR JULY & AUGUST 2025.	-4,485.23
9837481	8/20/2025	ELECTRONIC FUNDS TRANSFER	EFT: BENEFIT BRIDGE/PUBLIC AGENCY PAYMENT FOR SEPTEMBER. FY 2025-2026	-37,755.20
9837479	8/20/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR DEARBORN LIFE INSURANCE ONLINE PAYMENT FOR SEPTEMBER. FY 2025 - 2026	-348.60
9837480	8/20/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR GUARDIAN DENTAL ONLINE PAYMENT FOR SEPTEMBER. FY2025 - 2026	-1,823.29
9837483	8/20/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR JULY/AUGUST. FY2025 - 2026	-28,243.17
216150	8/21/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR AFLAC INSURANCE ONLINE PAYMENT FOR AUGUST 2025.	-1,324.06
9837481	8/22/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR PG&E ONLINE PAYMENT FOR August 2024 for Northwestern Street Lights	-51.02
9837478	8/22/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR VSP INSURANCE ONLINE PAYMENT FOR SEPTEMBER. FY 2025-2026	-458.38
9837480	8/26/2025	ELECTRONIC FUNDS TRANSFER	EFT FOR NEW WEX ONLINE FUEL CARDS FOR JULY/AUGUST 2025.	-2,696.81
9837485	8/31/2025	WITHDRAWAL	ANALYSIS SERVICE CHARGE FOR AUGUST 2025.	-223.62
Total EFT's/Bank Withdrawals				-141,524.28

Ref#	Date	Vendor	Description	Amount
TRX TO PR	8/14/2025	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 08/08/2025	-43,890.31
TRX TO PR	8/14/2025	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PW EMPLOYEE FINAL PAY CHECK 08/15/2025.	-2,141.80
TRX TO PR	8/28/2025	TRANSFER FROM CHECK TO PAYROLL ACCOUNT	TRANSFER TO PAYROLL ACCT FOR PPE 08/22/2025	-42,099.02
Total Transfer Between Accounts				-88,131.13

Ref#	Date	Vendor	Description	Amount
14274	8/05/2025	WITHDRAWAL	DEBIT CARD: PURCHASE: NOTARY BOND, ERRORS & OMISSIONS POLICY & NOTARY STAMP	-106.95
336514	8/07/2025	WITHDRAWAL	DEBIT CARD FOR PUBLIC WORKS OFFICE SUPPLIES FOR FY2025-2026.	-31
25-14688	8/08/2025	WITHDRAWAL	DEBIT CARD: NOTARY BOND & SIGNATURES FOR NOTARY LICENSE RENEWAL	-49
12187	8/29/2025	WITHDRAWAL	DEBIT CARD FOR POSTAGE TO MAIL U/B BILLS FOR AUGUST 2025	-600
Total Debit Card Withdrawals				-788

Section F, Item 7.



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

September 16, 2025

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Adopt Resolution No. 1646-2025 Accepting the City's Updated Annex to the Humboldt Operational Area Hazard Mitigation Plan

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Adopt Resolution No. 1646-2025

BACKGROUND AND DISCUSSION

In December of 2024, a coalition of Humboldt County cities and special districts began a planning process to prepare for and lessen the impacts of specified natural hazards by updating the Humboldt County Operational Area Hazard Mitigation Plan. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the partnership was formed to pool resources and to create a uniform hazard mitigation strategy that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding success.

This effort represents the third comprehensive update to the prior hazard mitigation plan, approved by the Federal Emergency Management Agency (FEMA) in 2020. The 26-member coalition of partners involved in this program includes unincorporated Humboldt County, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, Trinidad, and 18 special service districts. The planning area for the hazard mitigation plan was defined as the Humboldt County Operational Area. The result of the organizational effort will be a FEMA and California Office of Emergency Services (CalOES) approved multi-jurisdictional, multi-hazard mitigation plan.

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

A planning team consisting of local officials has taken the lead in developing the hazard mitigation plan. All participating local jurisdictions have been responsible for assisting in the

development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The Plan presents the information in a unified framework to ensure a comprehensive plan covering the entire Humboldt County Operational Area. Additionally, the plan has been aligned with the goals, objectives and priorities of the State's multi-hazard mitigation plan.

A Steering Committee (SC) composed of representative stakeholders was formed early in the planning process to guide the development of the Plan. In addition, residents were asked to contribute by sharing local knowledge of their individual area's vulnerability to natural hazards based on past occurrences. Public involvement has been solicited via a comprehensive public outreach campaign that included two rounds of public meetings, web-based information, a questionnaire, and multiple social media updates.

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

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

The County of Humboldt was this cycle's lead agency who utilized the services of IEM, an emergency management consulting group. This cycle's update was conducted under a compressed timeline. Despite this compressed timeline the City of Rio Dell, County of Humboldt and McKinleyville Community Services District were the first three participants to be approved for adoption by FEMA.

Adoption by the City of Rio Dell is necessary for future hazard mitigation grants and most importantly, for compliance with California's AB 2140 which allows the city of Rio Dell to access reimbursement for disaster related costs beyond the 75% threshold set in the California Disaster Assistance Act. The City currently has AB 2140 cost waivers submitted to CalOES and pending adoption of this plan for review and hopeful approval.

A copy of the 'Volume 1: Area Wide Elements' is available on the County's website (382 pages)

Attachments:

- Hazard Mitigation Summary
- Letter from FEMA
- Resolution No. 1646-2026
- City of Rio Dell Updated Annex to the Humboldt Operational Area Hazard Mitigation Plan

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U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052



FEMA

August 19, 2025

Patric Esh
Program Coordinator
Humboldt County Sheriff's Office, Office of Emergency Service
826 4th Street
Eureka, CA 95501

Reference: Hazard Mitigation Plan Approvable Pending Adoption
Humboldt County, CA

Dear Patric Esh:

The Federal Emergency Management Agency (FEMA) has completed its review of the 2025 Humboldt County Hazard Mitigation Plan and has determined that the plan is eligible for final approval, pending its formal adoption by Humboldt County and all participating jurisdictions. Please refer to the enclosed list of jurisdictions currently considered Approvable Pending Adoption (APA).

Formal adoption documentation must be submitted to FEMA Region 9 by at least one participating jurisdiction within one calendar year from the date of this letter. If no adoption is received within that timeframe, the plan must be updated and resubmitted for review.

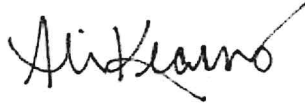
FEMA will issue formal approval of the plan upon receipt of the adoption documentation. Once approved, all other participating jurisdictions must adopt the plan within five calendar years of the approval date. Adoption of the plan is required to maintain eligibility for funding under FEMA's Hazard Mitigation Assistance (HMA) programs. All funding requests will be evaluated individually based on the specific eligibility criteria and requirements of the applicable HMA program.

Please note that while local hazard mitigation plans may include additional content to meet Element H: Additional State Requirements or other local objectives, FEMA's APA status does not constitute review or approval of any content exceeding FEMA's standard mitigation planning requirements.

Humboldt County Hazard Mitigation Plan Approvable Pending Adoption Notice
August 19, 2025
Page 2 of 3

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,



Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosures (2)

Humboldt County Plan Review Tool, dated August 19, 2025
Status of Participating Jurisdictions, dated August 19, 2025

cc: Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of
Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of
Emergency Services

Status of Participating Jurisdictions as of August 19, 2025

Jurisdictions Adopted and Approved		
#	Jurisdiction	Adoption Receipt Date

Jurisdictions Approvable Pending Adoption	
#	Jurisdiction
1	Humboldt County
2	McKinleyville Community Services District
3	City of Rio Dell

FEMA's Hazard Mitigation Grant Program Application Period Extension Rule

On Aug. 15, 2024, FEMA's Hazard Mitigation Grant Program (HMGP) final rule took effect and changed its application procedures. The rule extends the application period and allows the reopening of closed application periods under certain circumstances, enabling applicants to maximize available funding for hazard mitigation plans and rebuilding efforts. HMGP provides funding to state, local, tribal, and territorial governments to develop hazard mitigation plans and rebuild in a way that reduces or mitigates future disaster losses in their communities.

Summary of Changes

- On Aug. 14, 2024, FEMA published a final rule that extends and adds additional flexibilities to the application procedures for HMGP. The final rule is effective for major disasters declared on or after Aug. 15, 2024.
- The updated rule makes the following changes to the HMGP application period:
 - Extends the application period from 12 months to 15 months from the date of the disaster declaration.
 - Increases FEMA Regional Administrators' authority to grant application period extensions in 30 to 120-day increments, for a total application period extension of up to 240 days.
 - Provides clear authority for FEMA to extend the application period beyond 240 days for extenuating circumstances outside of the applicant's control. FEMA is developing additional guidance regarding this.
 - Authorizes FEMA to re-open the HMGP application period for two circumstances: 1) if additional funding becomes available because of a recalculation in the amount of HMGP assistance, or 2) if an appeal on an application period extension denial is granted after the application period closes.
- This rule applies to HMGP awards made under major disaster declarations on or after Aug 15, 2024. **It does not apply to the HMGP Post Fire program.** For application procedures related to the HMGP Post Fire program, applicants should refer to the [2024 Hazard Mitigation Assistance Program and Policy Guide](#).



FEMA

Table 1: Hazard Mitigation Grant Program Application Procedure Changes

Prior Regulation	New Regulation
Application period is 12 months from the date of the major disaster declaration	Application period is 15 months from the date of the major disaster declaration
Regional Administrators can extend the application period up to 180 days, in 30 to 90-day increments	Regional Administrators can extend the application period up to 240 days, in 30 to 120-day increments
The prior regulation did not provide FEMA Headquarters clear authority to extend the application period	FEMA Headquarters can extend the application period beyond 240 days for extenuating circumstances outside of the applicant’s control
The prior regulation did not provide FEMA with the authority to reopen the application period	FEMA has the authority to reopen application periods for up to 180 days, in limited circumstances

Benefits

- The application procedure changes will help our partners address risks to natural disasters and reaffirms FEMA’s commitment to reducing barriers to participate in HMGP.
- The application deadline extension will allow communities more time to complete applications. Based on an analysis of application period extension requests under the previous regulation, 74% of applicants requested an extension beyond the 12-month application period and nearly 27% requested extensions beyond the Regional Administrator’s authority to extend up to 18 months.
- This rule responds to numerous comments regarding the length of the application period and the inability to re-open it once it has closed.

RESOLUTION NO. 1646-2025

**RESOLUTION AUTHORIZING THE ADOPTION OF THE HUMBOLDT COUNTY
OPERATIONAL AREA HAZARD MITIGATION PLAN 2025 UPDATE**

WHEREAS, all of Humboldt County has exposure to natural hazards that increase the risk to life, property, environment and the County’s economy; and,

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and,

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and,

WHEREAS, a coalition of Humboldt County, Cities, Towns, Tribes and Special Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Humboldt County Operational Area; and,

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Rio Dell as follows:

1. Adopts in its entirety, the Introduction and Volume I: Area Wide Elements and Humboldt County Operational Area Hazard Mitigation Plan (HMP), and the Volume II Section 19 City of Rio Dell Jurisdictional Annex and all appendices of Volume II.
2. Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP.
5. Will help to promote and support the mitigation successes of all HMP Planning Partners.

PASSED AND ADOPTED by the City Council of the City of Rio Dell, State of California, on September 16, 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 Resolution No. 1646-2025 approved and adopted by the City Council of the City of Rio Dell on September 16, 2025.

Karen Dunham, City Clerk

19. City of Rio Dell Annex

This section presents the jurisdictional annex for the City of Rio Dell. The jurisdiction’s governing body passed a formal resolution to participate in this multijurisdictional hazard mitigation plan update.

19.1. Planning Process

19.1.1. Contact Information

A key part of hazard mitigation planning is engaging the whole community. This plan was developed by the planning consultant IEM, with input from the participating jurisdictions, including the City of Rio Dell, the stakeholders and the public. The City of Rio Dell was represented during the planning process by the following individuals listed in Table 335.

Table 335: City of Rio Dell Point of Contact

Name (First, Last)	Job Title	Jurisdiction/Agency	Preferred Contact Info (Email and/or Phone)
Kyle Knopp	City Manager	City of Rio Dell	knoppk@cityofriodell.ca.gov

19.1.2. Stakeholder Engagement

Stakeholders, including local and regional agencies, neighboring communities, representatives of businesses and academia, private organizations, nonprofit organizations and community-based organizations that work directly with and/or provide support to underserved communities and vulnerable populations, were invited to be involved in the planning process and are recognized in Table 336. Stakeholders were invited to the stakeholder meetings through emails, calendar invites and phone calls. Additionally, they were encouraged to complete and share a public survey to gather more information. Lastly, all stakeholders were provided the opportunity to review the draft plan and provide feedback.

Table 336: Stakeholders Invited to Participate

Name (First, Last)	Job Title	Agency or Organization	Preferred Contact Info (Email and/or Phone)
Kevin Caldwell	Community Development Director	City of Rio Dell	Caldwellk@cityofriodell.ca.gov
Shane Wilson	Fire Chief	Rio Dell FPD	shawil22@aol.com

19.1.3. Public Outreach

Continued public involvement was imperative to the overall success of the plan's implementation. The update process provided an opportunity to solicit participation from new and existing stakeholders, publicize mitigation success stories, and seek additional public comment. The plan's maintenance and update will include continued public and stakeholder involvement and input through attendance at designated committee meetings, web postings, press releases to local media, and public hearings. Figure 31 illustrates how the public was encouraged to participate in the survey. The City of Rio Dell utilized the city hall to share public notices.

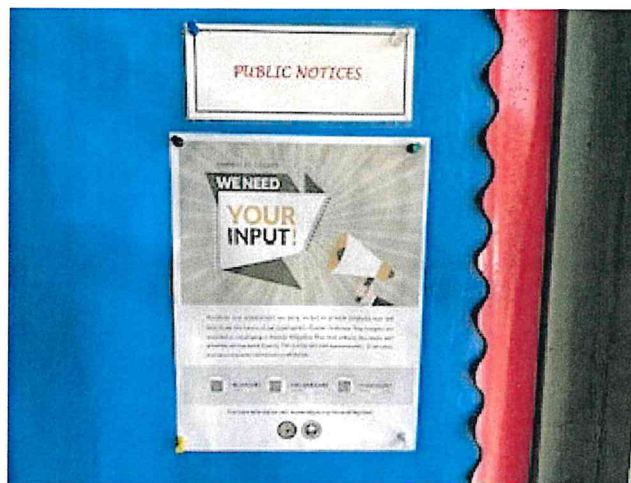


Figure 31: Public Outreach Methods

19.1.3.1.VULNERABLE POPULATION OUTREACH

Some Rio Dell residents may be disproportionately affected by natural hazard events for reasons other than proximity to high-risk areas. Vulnerable and underserved residents in Rio Dell may have less access to information and resources to help mitigate risk and increase preparedness for emergencies. To better understand the risks and vulnerabilities the city residents face, this planning update developed a bilingual public survey that collectively

identified ways to support, enhance and broaden capacity and resilience at the individual and social network level. Figure 32 displays how the city advertised the survey specifically to vulnerable populations. Some of outreach methods included resources such city calls and kiosks located around the City of Rio Dell.



Figure 32: Public Outreach to Vulnerable Populations

19.1.4. Plan Integration

19.1.4.1. INTEGRATION INTO LOCAL PLANNING MECHANISMS

This section identifies where such integration is already in place and where there are opportunities for further integration in the future. The successful implementation of this plan will require constant and vigilant review of existing plans and programs for coordination and multi-objective opportunities that promote a safe, sustainable community. Existing planning mechanisms into which this plan has been integrated are listed in Table 337.

Table 337: Previous Plan Integration for the City of Rio Dell

Plan Name	Description
Safety Element of the General Plan	The City of Rio Dell recently updated the General Plan. This plan directly referenced the last mitigation plan's summary of the hazards the city faced and incorporated mitigation actions from the last hazard mitigation plan, including all the high-priority actions.

The plan must also identify the local planning mechanisms where the updated hazard mitigation information and actions may be integrated in the future. The plan must describe each participant's process for integrating information from the mitigation strategy into their identified planning mechanisms. Table 338 displays how each community will integrate the hazard mitigation plan into other planning mechanisms in the future.

Table 338: Future Types of Plan Integration for the City of Rio Dell

Type of Plan	Integration Method
Climate Action Plan (Regional)	This plan will align with the priorities identified in the updated hazard mitigation plan.

19.2. Risk Assessment

This plan must develop a comprehensive risk assessment to systematically identify the specific hazards and vulnerabilities that are of the most concern for each jurisdiction, as displayed in Table 339 and Table 340. For further information about these hazards, including extent, please refer to Volume 1 of this HMP.

Table 339: City of Rio Dell Hazards

Type of Hazard Event	Jurisdiction Impact? (Yes/No)	If Not, What Is the Rationale for Omitting Hazard?
Dam Failure	Yes	N/A
Drought	Yes	N/A
Earthquake	Yes	N/A
Extreme Temperatures	Yes	N/A
Flooding	Yes	N/A
Landslide	Yes	N/A
Tsunami	No	Outside of Tsunami Zone
Wildfire	Yes	N/A
Wind	Yes	N/A
Winter Weather	Yes	N/A

Table 340: City of Rio Dell Risk Assessment

Type of Hazard Event	Probability of Future Occurrence	People Impact	Property Impact	Economy Impact	Category
Dam Failure	Medium	Low	Low	Low	Low
Drought	High	High	High	High	High
Earthquake	High	High	High	High	High

Type of Hazard Event	Probability of Future Occurrence	People Impact	Property Impact	Economy Impact	Category
Extreme Temperatures	Medium	Low	Low	Low	Low
Flooding	High	Low	Low	High	Medium
Landslide	High	Low	Low	Low	Medium
Wildfire	Medium	High	High	High	High
Wind	High	High	High	Low	High
Winter Weather	Medium	Low	Low	Low	Low

Note: The process used to assign risk rankings is described in Volume 1.

19.2.1. Historical Events and Impacts

The following section lists past occurrences of natural hazards for which specific impacts and damages were recorded in the City of Rio Dell. Other hazard events that broadly affected the entire planning area, including the City of Rio Dell, are listed in the risk assessments in Volume 1.

19.2.1.1.HISTORICAL EVENTS

Table 341 presents a summary of the storm events that have occurred in the City of Rio Dell from Nov. 1, 2019 to Dec. 31, 2024, from the National Centers for Environmental Information (NCEI). Rio Dell has experienced a relatively calm weather pattern in recent times, with one recorded storm event directly affecting it. However, the broader southern Humboldt region has faced several storm events, as documented by the NCEI. While Rio Dell itself may have avoided the brunt of these storms, neighboring areas have seen varying impacts, ranging from high winds to winter weather.

Table 341: NCEI Storm Event Database for the City of Rio Dell (2019-2024)

Location	Date	Event Type	Deaths	Injuries	Property Damage	Crop Damage
Rio Dell	02/19/2024	Thunderstorm wind	0	0	\$0	\$0

The NCEI database does not always capture localized hazard data. To address this gap, the City of Rio Dell has documented additional significant events, with their impacts detailed below.

DAM FAILURE

- No events have occurred related to this hazard. However, Scott Dam is 60 miles upriver and Scotia dam is 0.5 mile upriver; therefore, preparedness is key if one of the dams fails.

DROUGHT

- **2020:** The Water Shortage Contingency Plan was activated. There was an arbitrary state curtailment of water rights to the minimum necessary for public health. A near failure of the water infiltration gallery led to the redevelopment of the backup well site using Integrated Regional Water Management Planning grant dollars and USDA funding. There was no help from FEMA.

EARTHQUAKE

- **Dec. 6, 2024:** There was minor damage to roads.
- **Dec. 20, 2022:** A 6.4-magnitude earthquake and its aftershocks struck the town and caused over 300 structures to be initially deemed unsafe for occupation. Repairs needed by the community exceeded the \$500,000 allocated, and \$50,000 was spent on administrative costs at that time. The water system failed for a week, and 94 domiciles were red-tagged. Damage occurred to roads, wastewater, and water public infrastructure. Despite \$35 million in damage, there was no FEMA declaration.

EXTREME TEMPERATURES

- Extreme temperatures occur annually and leave the unhoused population exposed to freezing temperatures.

FLOODING

- **Nov. 20, 2024:** The area experienced slip-outs, sanitary sewer overflows, evacuations at the RV park, and trail flooding.
- **Mar. 13, 2023:** The City of Rio Dell issued a flood warning in the morning and said that portions of State Route 211 between Fernbridge and Ferndale (see Figure 33), as well as much of the Eel River Valley — including areas northwest of Loleta and the western portion of Cannibal Island Road — could go underwater.



Figure 33: Ferndale Bottoms Flooding

LANDSLIDE

- **2017:** There was residential damage, roadway damage, and damage to water and sewer infrastructure. A slip-out on Monument Road was a declared disaster at the federal level; however, FEMA was extremely difficult to work with and put a cap on the amount they would fund for the project.

WILDFIRE

- **April 16, 2020:** A sun blackout occurred with minimal direct impact to Rio Dell. However, resources were exhausted to assist with mutual aid.

WIND

- **Feb. 19, 2024:** The area experienced downed trees, power outages, and blocked roads.

WINTER WEATHER

- Annual winter weather caused slip-outs, power outages, and water disruptions.

19.2.2. Jurisdiction-Specific Vulnerabilities

Table 342 provides information on a few key vulnerabilities for the jurisdiction.

Table 342: City of Rio Dell Vulnerabilities

Hazard	Vulnerabilities
Dam Failure	Scotia Pond and Scott Dam. Infiltration gallery and backup wells could be impacted.
Drought	Arbitrary actions by the Governor to unnecessarily curtail water rights. Possible water production issues in severe situations.
Earthquake	FEMA threshold issue for federal declaration poses existential risk. Vulnerable infrastructure.
Flooding	Loss of electricity, contamination of water supply, loss of property, structure and infrastructure damage, displace residents, increase of mosquitos, debris and emergency response delays.
Landslide	Injury of death to vulnerable residences, increased risk to emergency personnel, displaced residents, and loss of vegetation, leading to erosion.
Tsunami	Systems: Emergency services taxed by being an unimpacted jurisdiction responding for mutual aid purposes.
Wildfire	Rio Dell is noticing an increased risk due to the WUI.
Wind	Extended power outages and competition for limited backup fuel resources.
Winter Weather	People: Unhoused population vulnerable.

19.2.2.1.DEVELOPMENT CHANGES

Table 343 summarizes the development trends in the City of Rio Dell that have emerged since the preparation of the previous hazard mitigation plan, as well as the expected future development trends.

Table 343: Recent and Expected Future Development Trends

Type of Development	Recent Development	Future Development	Overall Vulnerability (Increased, Decreased, No Change)
Residential	25-unit permanent supportive housing	2-3 new developments per year	Slight increase
Commercial	None	New CAL FIRE Regional Headquarters	No Change

Type of Development	Recent Development	Future Development	Overall Vulnerability (Increased, Decreased, No Change)
Industrial	Northwestern Avenue near flood zone	1-2 per year possible	Slight increase

19.3. Capability Assessment

Local mitigation capabilities are essential for reducing the impact of hazards on communities. Local authorities can effectively mitigate hazards by leveraging existing authorities, policies, programs and resources. The City of Rio Dell performed an assessment of its existing capabilities for implementing hazard mitigation actions. The capability assessment is evaluated upon a multi-faceted approach, including:

- Planning and Regulatory capabilities
- Administrative and Technical capabilities
- Financial capabilities
- Education and Outreach capabilities

19.3.1. Planning and Regulatory Capabilities

Table 344 and Table 345 summarize the City of Rio Dell's planning and regulatory capabilities, including plans, policies, codes and ordinances that prevent and reduce the impacts of hazards.

Table 344: Plans

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
General Plan	Yes Assembly Plan: Yes	When evaluating new discretionary development.	Last Update: 03/2025 Next Update: 03/2027

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
Recovery Plan	Yes	The city's Emergency Handbook and the Local Hazards Mitigation Plan include procedures for restoring essential services.	Last Update: 01/2023 Next Update: 01/2026
Capital Improvement Plan	No	N/A	N/A
Climate Change Adaptation Plan	Yes	When evaluating new discretionary development.	Last Update: 08/2025 Next Update: 08/2025
Community Wildfire Protection Plan	No	N/A	N/A
Economic Development Plan	No	Acquiring grants for infrastructure.	N/A
Land Use Plan	Yes	Add new potential requirements/mitigation measures related to risks identified in the HMP.	Last Update: 03/2025 Next Update: 12/2027
Local Emergency Operations Plan	Yes	The EOP is a component of the Local Hazard Mitigation Plan.	Last Update: 12/2003 Next Update: 12/2026
Stormwater Management Plan	No	N/A	N/A
Transportation Plan	No	N/A	N/A
Substantial Damage Plan	No	N/A	N/A

Plans	Does the Plan Address Hazards? (Y/N)	How Can the Plan Be Used to Implement Mitigation Actions?	When Was It Last Updated? When Will It Next Be Updated?
Debris Management Plan	No	N/A	N/A

Table 345: Regulations and Ordinances

Regulation or Ordinance	Does This Effectively Reduce Hazard Impacts?	Is It Adequately Administered and Enforced?	When Was It Last Updated? When Will It Next Be Updated?
Building Code	Yes	Yes	Last Update: 01/2023 Next Update: 01/2026
Flood Insurance Rate Maps	Yes	Yes	Last Update: 07/2017 Next Update: Unknown
Floodplain Ordinance	Yes	Yes	Last Update: 07/2018 Next Update: As needed per FIRM
Subdivision Ordinance	Yes	Yes	Last Update: 07/2014 Next Update: As needed
Zoning Ordinance	Yes	Yes	Last Update: 02/2025 Next Update: As needed
Natural Hazard Specific Ordinance	N/A	N/A	N/A
Acquisition of Land for Open Space and Public Recreation Use	N/A	N/A	N/A
Prohibition of Building in At-Risk Areas	No	N/A	N/A

19.3.2. Administrative and Technical Capabilities

Table 346 and Table 347 summarize the City of Rio Dell's administrative and technical capabilities, including the staff members and their respective skills and the tools available to support mitigation actions.

Table 346: Administrative Capabilities

Administrative Capability	Status (Non-Vacant, Vacant)	Is Staffing Adequate?	Is Staff Trained on Hazards?	Is Coordination Effective?
Chief Building Official	Non-Vacant	Yes	Yes	Yes
Grant Writer	Vacant	N/A	N/A	N/A
Civil Engineer	Non-Vacant	Yes	Yes	Yes
Community Planner	Non-Vacant	No	Yes	No
Emergency Manager	Non-Vacant	No	Yes	No
Floodplain Administrator	Non-Vacant	Yes	Yes	Yes
Geographic Information System (GIS) Coordinator	Non-Vacant, part-time	No	No	No
Planning Commission	Non-Vacant	Yes	No	No
Fire Safe Council	Vacant	N/A	N/A	N/A
Community Emergency Response Team (CERT)	Non-Vacant	Yes	Yes	Yes
Active Organizations Active in Disaster	Vacant	N/A	N/A	N/A

Table 347: Technical Capabilities

Technical Capability	Utilized? (Y/N)	How Has the Capability Been Used to Assess or Mitigate Risk in the Past?	How Can the Capability Be Used to Assess or Mitigate Risk in the Future?
Hazard Data and Information	Yes	Soils, geologic, and hydraulic reports and flood elevation certificates are required when appropriate.	By implementing the recommendations in the reports.

Technical Capability	Utilized? (Y/N)	How Has the Capability Been Used to Assess or Mitigate Risk in the Past?	How Can the Capability Be Used to Assess or Mitigate Risk in the Future?
GIS	Yes	Public Works was utilized to identify infrastructure.	Hazard identification, risk and vulnerability assessments.
Mutual Aid Agreements	Yes	The PD has a Memorandum of Agreement (MOA) with the County Sheriff and collaborates with the cities of Fortuna and Ferndale on mutual aid as needed.	Emergency shelter opportunities.

19.3.3. Financial Capabilities

Table 348 summarizes the City of Rio Dell's financial capabilities, which refer to the resources to fund mitigation actions. Discussing the funding and financial capabilities of the city is important to determine the kinds of projects that are feasible given their cost.

Table 348: Financial Capabilities

Funding Resource	Utilized? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant?
Capital Improvement Project Funding	Yes	Backup water wells	Yes	Yes
General Funds	Yes	Upgrade water wells	Yes	Yes
Hazard Mitigation Grant Program (HMGP/404)	Yes	Seismic upgrades to the cross-river connection to the backup wells	Yes	No
Building Resilient Infrastructure and Communities (BRIC)	No	N/A	Yes	No
Flood Mitigation Assistance (FMA)	No	N/A	N/A	N/A

Funding Resource	Utilized? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant?
Community Development Block Grant (CDBG)	Yes	ADA Access, Owner Occupied Rehabilitation	Yes	Yes
Natural Resources Conservation Services (NRCS) Programs	No	N/A	N/A	N/A
U.S. Army Corps of Engineers (USACE) Programs	No	N/A	N/A	N/A
Property, Sales, Income or Special Purpose Taxes	Yes	No	Yes	Yes
Stormwater Utility Fee	No	N/A	N/A	N/A
Fees for Water, Sewer, Gas or Electric Services	Yes	Yes, water and wastewater systems	Yes	Yes
Impact Fees from New Development and Redevelopment	No	N/A	N/A	N/A
General Obligation or Special Purpose Bonds	No	N/A	N/A	N/A
Federal-Funded Programs	Yes	Emergency Community Water Assistance Grant (USDA)	N/A	N/A

Funding Resource	Utilized? (Y/N)	What Types of Activities?	Can Be Used to Fund Future Mitigation Actions?	Can Be Used as a Local Match for a Federal Grant?
State-Funded Programs	Yes	State Water Resources Control Board, Clean California	Yes	No
Private Sector or Nonprofit Programs	Yes	Long-term recovery group, disaster case management, unmet needs funding for when the federal government did not show up for the December 2022 earthquake	Yes	Yes

19.3.4. Education and Outreach Capabilities

Table 349 summarizes the City of Rio Dell's education and outreach capabilities, which refer to programs and actions that can communicate information about and encourage risk reduction.

Table 349: Education and Outreach

Education and Outreach Capability	Used? (Y/N)	Does It Incorporate Hazard Mitigation?	Notes
Community Newsletter(s)	Yes	Yes	N/A
Hazard Awareness Campaigns (such as Firewise, Storm Ready, Severe Weather Awareness Week and School Programs)	Yes	Yes	N/A
Public Meetings/Events	No	N/A	N/A
Emergency Management Listserv	Yes	No	Mass alerting system to share information with residents
Local News	Yes	Yes	None

Education and Outreach Capability	Used? (Y/N)	Does It Incorporate Hazard Mitigation?	Notes
Distributing Hard Copies of Notices (e.g., Public Libraries, Door-to-Door Outreach)	Yes	No	N/A
Insurance Disclosures/Outreach	No	N/A	N/A
Organizations that Represent, Advocate for, or Interact with Underserved and Vulnerable Communities	Yes	No	Rio Dell Community Assistance Center (Providence)
Social Media	No	N/A	N/A
Every Door Direct Mailers	Yes	No	N/A

19.3.5. Opportunities to Expand and/or Improve Capabilities

The capability assessment findings were reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. These opportunities are included in Table 350. Where such opportunities were identified and determined to be feasible, they are included in the action plan.

Table 350: Opportunities to Expand and/or Improve

Capability Type	Opportunity to Expand and/or Improve
Planning and Regulations	The city would like to develop a City Economic Development Strategy (CEDS) and now, with the latest LRA maps from CAL FIRE, a new Community Wildfire Protection Plan.
Administrative and Technical	Additional training is always needed. The city lacks funding for a dedicated and consistent GIS effort.
Financial	Rio Dell is a severely economically disadvantaged community. Most grants require a local match, and the city is often unable to afford one, let alone a dedicated grant writer.
Education and Outreach	Education and outreach are currently available on an as-needed basis. The city is always open to additional education and outreach, but funding and capacity are limited.

19.4. National Flood Insurance Program

The City of Rio Dell has been a participant in the NFIP since 1982. Details of NFIP policies within the City of Rio Dell are provided in Table 351. Additional NFIP information is in Table 352 through Table 354. Continued compliance with NFIP standards is expected for the City of Rio Dell.

Table 351: City of Rio Dell NFIP Details

Community Name	Community Number	Total Premium + FPF ²⁶	Total Policy Count	Total Coverage	Total Losses
Rio Dell, City of	060064	\$0	0	\$0	5

Table 352: Floodplain Management

Question	Response
Who is the floodplain manager? Is this their primary or secondary role?	Community Development Director. Secondary.
Does the floodplain manager have adequate training and capacity for their role? If not, what else is needed?	Yes
How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?	Through permit process and inspections.
When was the community's most recent Community Assistance Visit (CAV)?	07/2021
Were any violations noted on the community's most recent CAV?	No
Is there an upcoming CAV? If no, is one needed?	Upcoming CAV: No Is one needed: No
When was the most recent floodplain management ordinance adopted?	07/2015

²⁶ FPF: Federal Policy Fee

Question	Response
Does your community participate in the Community Rating System (CRS)? If so, describe the steps the community has taken to achieve the CRS goals.	No
Does the community's floodplain management ordinance include any higher standards? If so, please list.	Yes, flood-resistant materials are required.
Who is responsible for permitting?	Planning and Building Department
How does the community issue development permits in the special flood hazard area?	Through the building permit process. It must be a foot above BFE. FEC is required for any proposed development in the floodplain. A surveyor is required to determine the BFE. A letter is then issued to confirm the findings.
Does the community maintain elevation certificates?	Yes
Does the community track the number of buildings in the special flood hazard area? If yes, are there any trends?	Yes Describe: No trends
How many repetitive loss (RL) structures does the community have?	None
How many severe repetitive loss (SRL) structures does the community have?	None
Have any RL/SRL properties been mitigated since the last plan update?	No
Who is responsible for making substantial damage/substantial improvement determinations?	Building division coordinates with the county assessor.
How does the substantial damage/substantial improvement process work in your community?	Building division coordinates with the county assessor. If more than 50% of the value is improved, then they need to comply with all new floodplain regulations.
Is there sufficient staff and training to make substantial damage/improvement determinations?	Yes

Question	Response
How are substantial damage/substantial improvement requirements messaged to the public before and after an event?	We have utilized Every Door Direct Mailer (EDDM), newsletters, and our LED messaging system. Rio Dell uses a mass alerting system to share information when needed. Local media is also utilized to share requirements after an event.
Have any substantially damaged/substantially improved structures been mitigated since the last plan update?	No
How will the community remain in compliance with the NFIP moving forward?	Work with FEMA/NFIP to identify and implement necessary changes. Continue to follow floodplain ordinance and pursue ongoing training and education.

Table 353: Floodplain Mapping

Question	Response
How does the community support map change requests? This could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.	The city or members of the public have not requested any map changes.
When did the latest Flood Insurance Rate Map (FIRM) become effective?	05/2017
When was the latest FIRM adopted?	2017
Is the FIRM and Flood Insurance Study (FIS) report in an accessible location? How would the public get access to their flood map information?	Yes Request to review
Does the community use any Risk MAP products? If so, describe.	No
Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?	Yes

Table 354: Flood Insurance and Outreach

Question	Response
How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?	As needed, based on inquiry
How does the community engage with insurance agents on flood insurance?	As needed, based on inquiry
Does the community (or state) have flood hazard disclosure laws?	Yes
How familiar is the public with their flood insurance options?	Not sure
How many properties have flood insurance in the community?	0
Are there any areas where flood insurance is lacking?	Unknown

19.5. Mitigation Strategy

The City of Rio Dell has adopted the same goals and prioritization process as those adopted by Humboldt County, which is described in Volume 1 of this plan. Previous mitigation actions and their statuses are in Table 355, while new mitigation action items and those carried forward from the previous plan are in Table 356.

19.5.1. Previous Mitigation Actions

Table 355: Previous Mitigation Actions

Mitigation Action	Description	Status
RIO1	Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.	This has been deferred until time and resources are appropriate and available.

Mitigation Action	Description	Status
RIO2	Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including the city's Safety Element.	This has been deferred until time and resources are appropriate and available.
RIO3	Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.	This has been deferred until time and resources are appropriate and available.
RIO4	Continue to maintain good standing and compliance under the NFIP through the implementation of floodplain management programs that, at a minimum, meet the NFIP requirements: <ul style="list-style-type: none"> • Enforce the flood damage prevention ordinance. • Participate in floodplain identification and mapping updates. • Provide public assistance/information on floodplain requirements and impacts. 	Completed. However, we do not have a certified flood plain manager.
RIO5	Identify and pursue strategies to increase adaptive capacity to climate change, including, but not limited to the following: The participation, preparation and adoption of a Regional Climate Action Plan.	Carry forward- In active process.
RIO6	Purchase generators for critical facilities and infrastructure that lack adequate backup power, including the City's Fire and School facilities. The City hopes to install an emergency generator for City Hall, Police Department, Fire District and School District in the near future pending the availability of funds through LHMP.	Completed. New power backup systems were installed at City Hall, Corporation Yard and Wastewater Lift stations. In addition, a mobile backup generator was installed for the water system. No FEMA assistance was ever provided to accomplish these tasks. The status of the Fire District and School District is unknown.

Mitigation Action	Description	Status
RIO7	Plan to upgrade Radio equipment and towers to Interoperable Digital P25 infrastructure for the City Hall and Fire District.	Completed
RIO8	Retrofit/installation of undersized culverts and drainages to prevent flooding and erosion/ landslide damage.	This has been deferred until time and resources are appropriate and available.
RIO9	Installation of fire sprinklers at City Hall and Fire Station.	This has been deferred until time and resources are appropriate and available.
RIO10	Perform public education and outreach.	Completed. Newsletters have provided disaster-related educational outreach.
RIO11	Establish Joint Public Safety Dispatch and EOC.	This has been deferred until time and resources are appropriate and available.

19.5.2. Updated Mitigation Actions

Table 356: 2025 Mitigation Actions²⁷

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO1	Identify the location, acquire the site and construct a fuel storage facility for the Corporation Yard backup generator, as well as for public safety and allied agencies.	High	City of Rio Dell	Earthquake, winter weather, wind, wildfire, landslide	HMGP, BRIC, PDM, CDBG, enterprise funds, general fund	\$500,000	Medium-term	New	Yes	Yes
RIO2	Identify the location, acquire the site and construct a multipurpose community center with the capacity for sheltering, aid distribution, supplies and serving as an assistance center when needed.	High	City of Rio Dell	Dam failure, drought, earthquake, extreme temperatures, flooding, landslide, wildfire wind, winter weather	HMGP, BRIC, PDM, CDBG, enterprise funds, general fund	\$7,000,000	Long-term	New	Yes	Yes
RIO3	Carry out a citywide stormwater evaluation study and develop a master plan to identify vulnerabilities and maintenance needs.	High	City of Rio Dell	Dam failure, flooding, landslide, winter weather	HMGP, BRIC, PDM, CDBG, general fund	\$500,000	Long-term	Both	Yes	Yes

²⁷ BRIC: Building Resilience Infrastructure and Communities, CDBG: Community Development Block Grant, FMA: Flood Mitigation Assistance, HMGP: Hazard Mitigation Grant Program, PDM: Pre-Disaster Mitigation, STIP: State Transportation Improvement Program, SWRCB: State Water Resources Control Board

CITY OF RIO DELL ANNEX

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO4	Update the emergency operations plan.	High	City of Rio Dell	Dam failure, drought, earthquake, extreme temperatures, flooding, landslide, wildfire wind, winter weather	HMGP, BRIC, PDM, general fund	\$20,000	Short-term	Existing	Yes	Yes
RIO5	Support the development of a Firewise Community program, and implement defensible space requirements, including education and outreach.	High	City of Rio Dell	Drought, earthquake, extreme temperatures, wildfire	General fund	\$20,000	Medium-term	New	Yes	Yes
RIO6	Expand the infiltration gallery to reduce risk from low flow and landslides.	High	City of Rio Dell	Drought, flooding, landslide	SWRCB, HMGP, water fund	\$3,000,000	Long-term	Existing	Yes	Yes
RIO7	Improve the wastewater collection system mains, laterals and manholes.	High	City of Rio Dell	Flooding, winter weather	HMGP, SWRCB, enterprise fund	\$5,000,000	Long-term	Existing	Yes	Yes

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO8	Install fire sprinklers at City Hall.	Low	City of Rio Dell	Earthquake, wildfire	CDBG, general and enterprise funds	\$180,000	Long-term	Existing	No	Yes
RIO9	Implement slip-out and slide protections on Monument Road.	Medium	City of Rio Dell	Earthquake, flooding, landslide, wildfire, winter weather	HMGP, BRIC, PDM, CDBG, road funds, general fund	\$3,000,000	Long-term	Existing	Yes	Yes
RIO10	Continue to support countywide initiatives identified in this plan.	High	City of Rio Dell	Earthquake, floods, dam failure, drought, extreme temperatures, landslide, wildfire, wind, winter weather	HMGP, BRIC, district funds	\$100,000	Short-term and ongoing	Both	Yes	All
RIO11	Establish a joint public safety dispatch and EOC.	High	City of Rio Dell	Earthquake, floods, dam failure, drought, extreme temperatures, landslide, wildfire, wind, winter weather	HMGP, PDM, BRIC	\$3,000,000	5+ years	New	Yes	Safety and Security

CITY OF RIO DELL ANNEX

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO12	Retrofit and install undersized culverts and drainage systems to prevent flooding and erosion/landslide damage.	Medium	City of Rio Dell	Landslide, flooding, wind, winter weather	HMGP, PDM, FMA	\$1,000,000	5+ years	Existing	Yes	Transportation
RIO13	Identify and pursue strategies to increase adaptive capacity to climate change, including but not limited to, participating in, preparing and adopting a Regional Climate Action Plan.	Medium	City of Rio Dell	All	Staff time and general funds	\$15,000	3-5 years	Both	Yes	All
RIO14	Where appropriate, support the retrofitting and the purchase or relocation of structures in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.	High	City of Rio Dell	Earthquake, flooding, landslide, wildfire	HMGP, PDM, FMA	\$2,000,000	3-5 years	Existing	Yes	All
RIO15	Integrate the hazard mitigation plan into other plans, ordinances and programs — including the City's Safety Element — that dictate land use decisions in the community.	Low	City of Rio Dell	Dam failure, drought, earthquake, flooding, landslide, wildfire	Staff time, general funds	\$10,000	1-3 years	Both	No	All
RIO16	Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.	Low	City of Rio Dell	All hazards	Staff time, general funds	\$2,000	1-3 years	Both	Yes	All

#	Action Description	Priority	Lead Agency	Hazards Mitigated	Potential Funding Source(s)	Estimated Cost	Estimated Timeline	New and/or Existing Asset	Vulnerable Population Benefit?	Community Lifelines Benefit?
RIO17	Hire GIS personnel to assist in hazard identification and vulnerability assessments.	High	City of Rio Dell	All hazards	Staff time, general funds	\$50,000	1-3 years	Both	Yes	All
RIO18	Make physical improvements to the Avenues (Specifically first and Second Avenue) neighborhood to ensure emergency vehicles can access it.	High	City of Rio Dell	All hazards	HMGP, BRIC, city road funds, STIP, CDBG	\$1,500,000	3-5 years	Both	Yes	Safety and Security
RIO19	Evaluate the placement of fire hydrants against the new CAL FIRE Fire Hazard Zone Severity Mapping process for identifying priority areas for placing or replacing fire hydrants.	Medium	City of Rio Dell	Earthquake, wildfire	HMGP, BRIC, CDBG	\$500,000	3-5 years	Both	Yes	Safety and Security
RIO20	Develop a second access route to Dinsmore Plateau via Rio Vista Lane.	Medium	City of Rio Dell	Earthquake, landslide, wildfire, wind, winter weather	HMGP, BRIC, CDBG	\$500,000	3-5 years	New	Yes	Transportation



CITY OF RIO DELL ANNEX

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Staff Highlights – 2025-09-16

City Council

City Manager

Flower bed renovation at Blue Star Memorial Park is underway.

Traffic Committee meeting will be on Thursday, September 18th at 4:00pm.

Nuisance Advisory Committee meeting will be on Wednesday, September 17th at 3:00pm.

City Clerk

Processed One (1) Building Permit Application:

172 Ogle Ave. Supplemental Permit for Residential Remodel

Processed Three (3) Business License Application:

Watt's Cleaning Services – Non-Resident Cleaning Service

CableCom, LLC – Telecommunications and Underground Construction Contractor

Bob Wills Construction - Non-Resident Contractor

Misc:

Completed and submitted Annual LAWCX Workers Comp and Payroll Survey to SCORE

Processed Agenda Packet for September 9, 2025, Special Planning Commission meeting

Processed Agenda Packet for September 17, 2025, Nuisance Advisory Committee meeting

Processed Agenda Packet for September 18, 2025, Traffic Committee meeting

Attended Special Planning Commission meeting on September 9, 2025

Responded to Information Request regarding Vacation Rental Requirements

Responded to Information Request from realtor related to 65 Davis St.

Responded to Information Request from Crescent City Re: City Council Stipends

Submitted September Employment Statistics Report to Department of Labor



City Attorney

Human Resources, Risk & Training

Finance Department

Secured State Water Infrastructure Funding: Received Invoice #9 approval from State Water Resource Control Board for Rio Dell Water Infrastructure CIP Project, maintaining project cash flow and compliance.

Facilitated Eel River Trail Project Completion: Coordinated with GHD on Notice of Completion filing and retention payment release timeline for proper project closeout.

Enhanced Project Financing Flexibility: Collaborated with RCAC, GHD, and State Water Board to secure financing options during time extension process.

Expedited Infrastructure Payment Processing: Secured unconditional waiver and release forms for Pay Applications #4 and #5 from contractor Wahlund, enabling RCAC draw request compliance.

Cannabis Business Tax Collection Implementation: Established systematic collection protocols with city staff to enhance cannabis business tax compliance and revenue.

Sewer Lien Administration: Coordinated with Humboldt County Auditor Controller Office on sewer lien matters for proper documentation and collection.

Revenue Optimization Partnership: Initiated discussions with HDL Companies for enhanced revenue collection services and sales tax audit capabilities.

CDBG Financial Coordination: Delivered budgetary and financial data to Humboldt County for CDBG program administration under established MOU.

Senior Services Contract Execution: Implemented Humboldt Senior Resource Center contract for Senior Home Repair program following September 2nd City Council authorization.

McLain Foundation Grant Completion: Finalized Grantee Self-Evaluation & Closing Agreement with McLain Foundation for Spay and Neuter grant program.

Annual Streets Report Preparation: Received notification for upcoming Annual Streets Report (ASR) requirements, initiating preparation protocols for state compliance.

Public Works Water

Maintenance of Gateway Irrigation system

EPA water quality testing at Wells and Infiltration Gallery



Monthly / weekly water testing

Assist Freshwater Environmental Services – Residential Backflow device compliance program

USA's Locates

Water leak repairs on Martin Dr.

Monthly maintenance and calibration of Water treatment plant pH equipment

Water CIP construction meetings

Redwood Water tank teardown in progress.

Public Works Wastewater

Coordination and repairs services planning for WWTP Biosolids Dryer. (Ongoing with BCR)

Maintenance and repairs on Wastewater treatment plant analyzers and equipment

Review and note items in Wastewater NPDES Permit

Weekly and monthly sampling and monitoring.

Weekly and monthly treatment plant washdowns and cleaning inside tent

Maintenance on Belt Press and Biosolids Dryer

Cleaning and maintenance on Headworks equipment

Public Works Streets, Buildings and Grounds

Mark out utilities for USA's (Underground Service Alerts)

Preparations for J&G Lawncare to work on Blue Star Park Planter Boxes

Roadside mowing around town

Mow and Weedeat Gateway North and South, City Hall, Memorial and Blue Star parks.

Mowed freeway ramps on Painter St. and Davis St.

Repair leaking sprinkler heads at city hall and parks. (ongoing)

Weeds spray around town. (Vinegar concentrate)

Eel River Trail garbage pickup and maintenance

Public Works City Engineer



Public Works Capital Projects

Police Department

Patrol Statistics:

During August 28th - Sept 11th 2025, the Rio Dell Police Department handled 288 incidents. This includes 162 calls for service, and 126 Officer Initiated Contacts. 7 arrests were made. A total of 2 citations were issued for traffic offenses or other miscellaneous criminal violations. 18 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.
- Backgrounds have started on a candidate for Entry-level Academy Sponsorship.

Community Events / Notable Cases:

- Rio Dell PD participated in the Touch a Truck event in town.
- Paige Harbaugh pulled up in front of the Police Department to go pay her water bill and proceeded to get high on Nitrous Oxide in front of officers. Turns out she had just purchased it in Fortuna and couldn't wait to try it out. She was arrested for Possession of Nitrous.

Abatement Projects:

Residential Abatement:

- Total Active Cases 30
- 12 New open cases, 12 closed cases
- 2 of the cases are for City Owned Property. One for damage to the sidewalk on Painter Street and one for the road conditions in the 400-500 block of Second Avenue.
- 28 of the cases consist of excessive vegetation, junk vehicles, solid waste and ongoing violations.

Vehicular Abatement:

- Total Active Cases 9
- 15 New open cases, 6 closed cases
- 4 vehicles towed

Animal Control:

- 20 Calls for animal related issues
- 1 dog transported to Miranda's
- 2 kittens transported to Miranda's

1 kitten provided medical care at Critter's Without Litters and currently being fostered prior to be transported to Miranda's



Community Development Department

PV ESS Inspection 483 Third Ave

Review County LHMP, prepare PC Staff Report, Resolution, Public Notice for Safety Element amendment incorporating the 2025 LHMP. Reach out to PC for Special Meeting availability.

Framing, sheathing inspection for garage at 192 Bellevue Ave.

Foundation, anchoring inspection 118 First Ave

Various inspections 172 Ogle Ave

PV & ESS inspection 483 Second Ave – Correction required – supplemental ground rod

Review Placeworks Housing Element proposal.

Email checking status of Building Permit application – panel upgrade 1351 Eeloa Ave

Complete staff report for approval and adoption of amended ADU Ordinance

Complete staff report for City Council approval of amending the Safety Element to incorporate the Local Hazard Mitigation Plan

Attend NEC Webinar on Energy Storage Systems (ESS – Batteries)

Footing inspection 130 Wildwood Avenue, need to add ½" All-Thread, epoxy into footing, @ 48" oc.

Rough Plumbing, Gas, Electrical, HVAC 172 Ogle Avenue

Work on demographic tables for 7th Cycle Housing Element, correspond with HCD re: Margins of Errors (MOE).

Prepare for and attend PC Special Meeting for LHMP and Safety Element amendments

Follow-up on 483 Third Ave re: supplemental ground rod

Follow-up Moore Roofing Permit for 103 Atlanta

Provide draft parking changes, including definitions to CM

Review DGS letter regarding reimbursement rates, discuss w/CM

Reach out and obtain copies of Thompson CDBG loan documents

Reach out to Brandon Rivas re: cannabis taxes



Calculate pro-rated fees for Humboldt 454 B, discuss w/Jesse Jeffries

Reach out to Glenn White on status of improvements – still in court

Intergovernmental

Humboldt-Rio Dell Business Park

*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: September 16, 2025

SUBJECT: Staff Report Summary: Budget Adjustment for 4 additional speed signs.

RECOMMENDATION

It is recommended that the City Council adopt a resolution approving the purchase and implementation of four (4) Shield 12 Speed Display signs from All Traffic Solutions, Inc. in the amount of \$20,393.26, and amending the FY 2025-26 Police Department Operating and Capital Budget to increase appropriations accordingly.

BACKGROUND

The City of Rio Dell has prioritized traffic safety as a core public safety issue. Speeding continues to be a concern along multiple corridors in the City, creating risk for both motorists and pedestrians.

In September 2025, the Police Department deployed a speed display sign on the 600 Block of Wildwood Avenue. A **Speed Effectiveness Report** conducted between September 3–11, 2025, demonstrated that the sign successfully reduced vehicle speeds across all categories, with more than 50% of vehicles slowed during nearly every hour of monitoring speed effectiveness. This measurable reduction highlights the effectiveness of speed display technology in encouraging voluntary compliance with posted limits.

Given this proven effectiveness, staff recommends expanding the program by purchasing four (4) additional speed display signs to be strategically placed throughout the City in areas with high traffic volumes and frequent complaints of speeding.

DISCUSSION

The Police Department obtained a formal quote from All Traffic Solutions, Inc., under Sourcewell Contract #090122-ATS, for four (4) Shield 12 Speed Display signs with solar kits, software, and communications capability. The total cost of the package is **\$20,393.26**.

The purchase includes:

- **Four (4) Shield 12 Speed Display base units** with mounting brackets
- **Solar pole mount battery kits** with integrated charger and controller
- **50W solar panels with pole brackets**
- **Traffic Suite software subscription (12 months) for reporting, image management, mapping, and alerts**
- **Three-year warranty coverage**
- **Shipping and handling**

The expanded program will allow the Police Department to place these devices in multiple high-priority areas and rotate them as needed. In addition to calming traffic, the devices provide data reports that can be used to evaluate speed trends and support targeted enforcement.

FISCAL IMPACT

The total cost for the purchase is **\$20,393.26**. City staff recommends amending the FY 2024-25 Operating and Capital Budget to increase appropriations by this amount. The specific funding source will be identified and presented by staff at the meeting.

ALTERNATIVES

1. Approve the resolution and authorize the purchase.
2. Deny the request and provide direction to staff.
3. Defer consideration pending further review or funding identification.

STAFF RECOMMENDATION

Approve the resolution authorizing the purchase and implementation of four (4) Shield 12 Speed Display signs and amend the FY 2025-26 Police Department Operating and Capital Budget to increase appropriations by **\$20,393.26**.

ATTACHMENTS

1. Resolution 1649-2025 – Approval of Purchase and Implementation of Four (4) Speed Display Signs
2. Quote – All Traffic Solutions, Inc. (September 10, 2025)
3. Speed Effectiveness Report, Enforcement Priority Report, and Compliance Report – 600 Block Wildwood Ave (September 3–11, 2025)



**RESOLUTION NO. 1649-2025
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING THE ADOPTED BUDGET
FOR FISCAL YEAR 2025-26**

WHEREAS, the City of Rio Dell, California (“City”), seeks to enhance traffic safety and reduce speeding within its jurisdiction; and

WHEREAS, the City adopted Resolution 1649-2025 establishing the City’s Operating and Capital Budget for Fiscal Year (FY) 2025-26, and any adjustment that increases appropriations in a fund must be approved by the City Council; and

WHEREAS, the Rio Dell Police Department has identified the need for additional speed display signs to calm traffic, improve pedestrian safety, and provide data-driven enforcement capabilities; and

WHEREAS, the City recently deployed a speed display sign on the 600 Block of Wildwood Avenue, and a Speed Effectiveness Report generated between September 3–11, 2025, demonstrates that the device successfully reduced vehicle speeds across all categories, with more than 50% of vehicles slowed during nearly every hour of operation speed effectiveness; and

WHEREAS, based on the demonstrated effectiveness, City staff recommends expanding the program by acquiring four (4) additional speed display signs to be strategically placed throughout the City; and

WHEREAS, a proposal and quote from All Traffic Solutions, Inc. outlines the purchase of four (4) Shield 12 Speed Display signs with mounting hardware, solar kits, communications, and software, for a total cost of **\$20,393.26**; and

WHEREAS, City staff recommends approval of the purchase and a budget amendment to fund the acquisition;

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

1. **Approval of Purchase:**

The City Council hereby approves the purchase of four (4) Shield 12 Speed Display signs, along with related equipment and services, from All Traffic Solutions, Inc., in the amount of **\$20,393.26**.
2. **Funding:**

The FY 2025-26 Police Department Operating and Capital Budget is hereby amended to increase appropriations in the amount of **\$20,393.26** to cover the purchase of the speed display signs.
3. **Implementation:**

The Rio Dell Police Department shall oversee the placement, and ongoing management of the speed display signs, including data collection and reporting functions to support traffic safety enforcement and community outreach.
4. **Public Safety Enhancement:**

The implementation of these devices is intended to promote community safety, encourage compliance with traffic laws, and reduce the risk of collisions within the City of Rio Dell.

BE IT FURTHER RESOLVED,

that the City of Rio Dell FY 2025-26 Police Department Operating and Capital Budget is hereby amended to increase appropriations as follows:

<u>\$20,393.26</u>	6000-14-000-0000-xxxx_____
\$20,393.26	TOTAL INCREASED APPROPRIATIONS

PASSED AND ADOPTED by the City Council of the Rio Dell on this 16th day of September, 2025 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk


**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
Sourcewell 090122-ATS
Sourcewell Account #:
39322

QUOTE Q-101527
DATE: 09/10/2025

**PAGE
NO:** 1

Questions contact:
MANUFACTURER:
All Traffic Solutions

Rosalyn Edwards
x
redwards@alltrafficsolutions.com

Independent Sales Rep:
BILL TO:

Rio Dell Police Department
675 Wildwood Avenue
Rio Dell, CA 95562

Billing Contact:

SHIP TO:

Rio Dell Police Department
675 Wildwood Avenue
Rio Dell, CA 95562
Attn: Josh Phinney

**PAYMENT
TERMS:**
Net 30

CUSTOMER: Rio Dell
Police Department

CONTACT:(707) 764-5642

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000561	Shield 12 Speed Display; base unit w/ mounting bracket	4	\$2,849.00	\$11,396.00
4001299	3 Year Warranty	4	\$0.00	\$0.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Camera/Pictures, (\$3000 Value, requires Traffic or Message Suite)	4	\$0.00	\$0.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	4	\$1,500.00	\$6,000.00
4001626	VZW communications prep	4	\$0.00	\$0.00
4001816	Integrated Solar pole mount battery kit (Sh12) 11.5Ah batt, LFP charger & solar controller	4	\$596.70	\$2,386.80
4000659	Solar panel, 50W; includes bracket for pole and harness	4	\$496.74	\$1,986.96
4001889	Shipping and Handling	1	\$1,016.00	\$1,016.00
4001190	Discount - New Purchase	1	(\$2,392.50)	(\$2,392.50)

Special Notes:

**SALES
AMOUNT:**

\$20,393.26

**TOTAL
USD:**

\$20,393.26

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____



Start: 2025-09-03
End: 2025-09-11
Times: 0:00:00-23:59:59

Compliance & Risk Report

600 Block Wildwood Ave, SB

Section J, Item 1.

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	25	Speed Display	82	35	0	0	117
1:00	25	Speed Display	41	24	0	0	65
2:00	25	Speed Display	41	23	3	0	67
3:00	25	Speed Display	55	20	2	0	77
4:00	25	Speed Display	94	73	6	0	173
5:00	25	Speed Display	117	74	12	0	203
6:00	25	Speed Display	172	143	6	0	321
7:00	25	Speed Display	377	255	9	1	642
8:00	25	Speed Display	622	433	7	0	1062
9:00	25	Speed Display	491	367	10	1	869
10:00	25	Speed Display	639	437	19	1	1096
11:00	25	Speed Display	746	575	12	2	1335
12:00	25	Speed Display	639	543	11	0	1193
13:00	25	Speed Display	631	519	9	0	1159
14:00	25	Speed Display	752	555	18	1	1326
15:00	25	Speed Display	801	704	17	1	1523
16:00	25	Speed Display	865	767	20	0	1652
17:00	25	Speed Display	818	823	15	0	1656
18:00	25	Speed Display	714	628	24	0	1366
19:00	25	Speed Display	649	396	12	0	1057
20:00	25	Speed Display	564	288	4	0	856
21:00	25	Speed Display	396	164	5	0	565
22:00	25	Speed Display	220	108	4	0	332
23:00	25	Speed Display	110	55	3	0	168
Total			10636	8009	228	7	18880



Start: 2025-09-03
End: 2025-09-11
Times: 0:00:00-23:59:59

Compliance & Risk Report

600 Block Wildwood Ave, SB

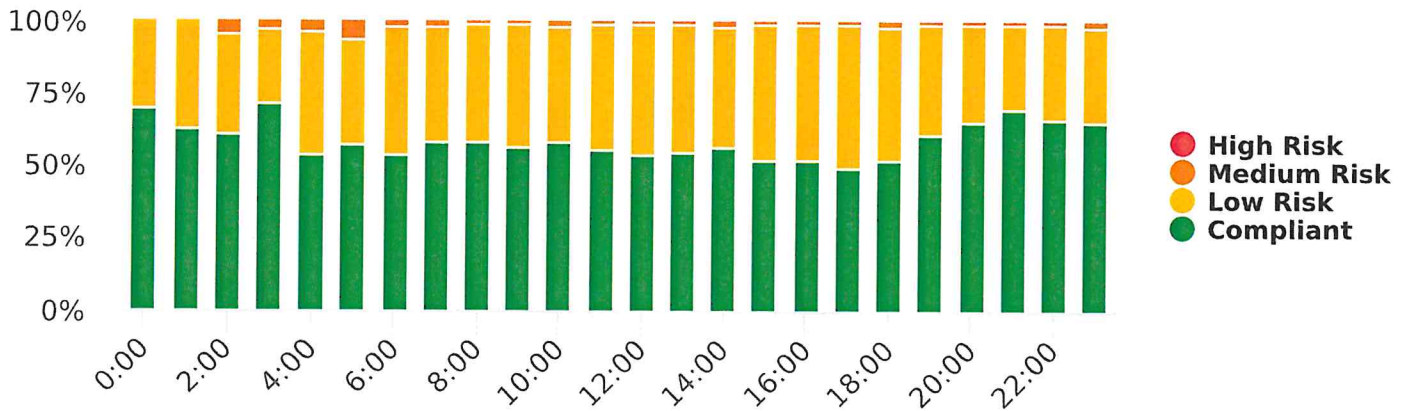
Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

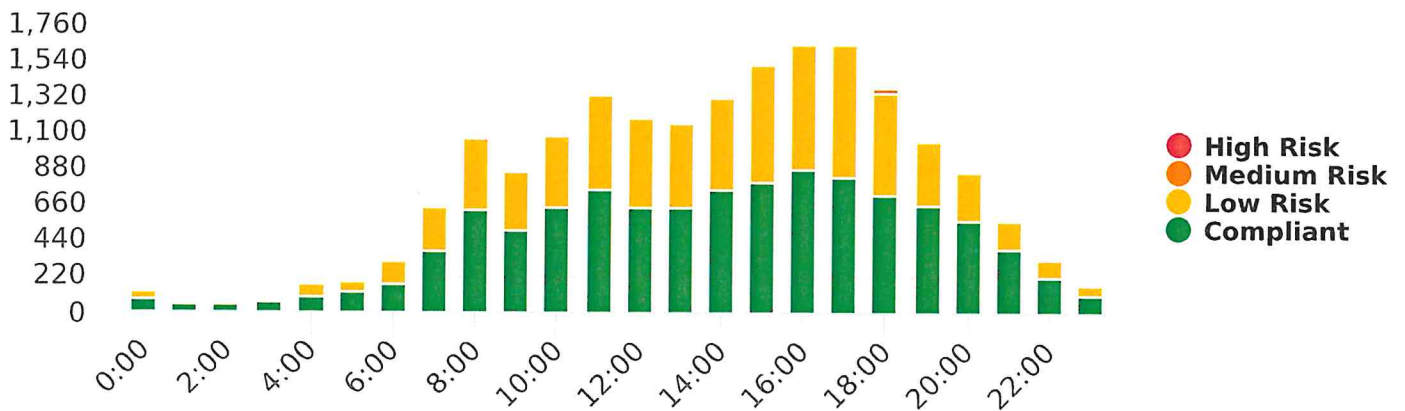
Speed Range: 1 to 150

Time View: By Hour (Total Volumes)

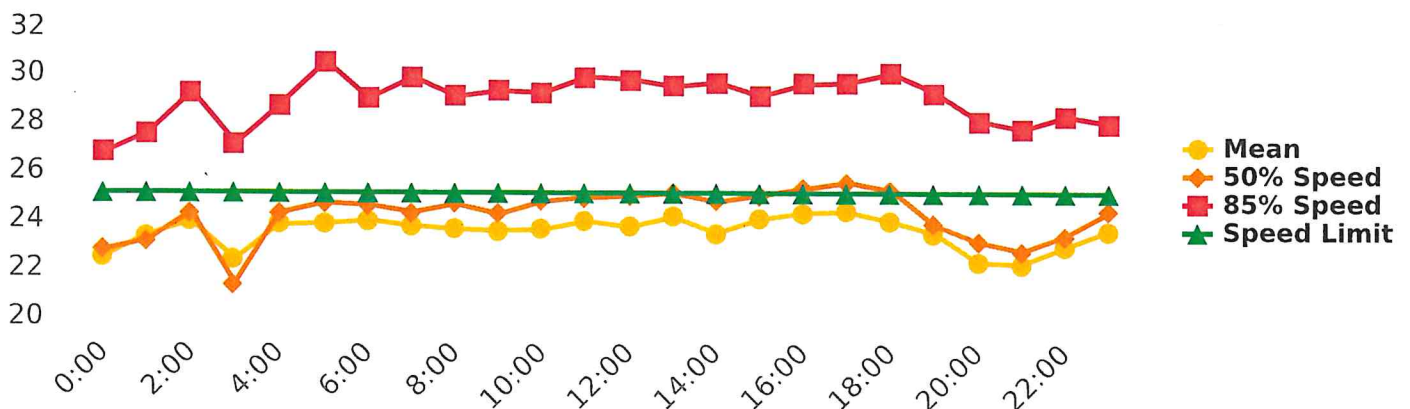
Compliance % by Hour (Totals)

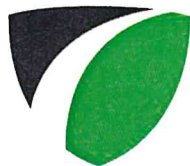


Compliance by Hour (Totals)



Speeds





Start: 2025-09-03

End: 2025-09-11

Times: 0:00:00-23:59:59

Speed Effectiveness Report

600 Block Wildwood Ave, SB

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Speed Range: 1 to 150

Time View: By Hour (Avg Volumes)

Time	Speed Limit	Sign Mode	Compliant Avg Final Speed	Compliant Change in Speed	Low Risk Avg Final Speed	Low Risk Change in Speed	Medium Risk Avg Final Speed	Medium Risk Change in Speed	High Risk Avg Final Speed	High Risk Change in Speed	% of Vehicles Slowed
0:00	25	Speed Display	19.7	-2.1	28.6	-2.0	n/a	n/a	n/a	n/a	61.4%
1:00	25	Speed Display	20.1	-2.4	28.3	-2.7	n/a	n/a	n/a	n/a	69.2%
2:00	25	Speed Display	20.0	-1.6	29.3	-3.5	38.7	-2.7	n/a	n/a	62.7%
3:00	25	Speed Display	19.0	-0.6	29.1	-3.1	41.5	-1.0	n/a	n/a	50.8%
4:00	25	Speed Display	19.5	-1.8	28.1	-2.5	37.3	-2.7	n/a	n/a	59.0%
5:00	25	Speed Display	18.9	-1.1	29.3	-2.6	37.8	-1.2	n/a	n/a	52.8%
6:00	25	Speed Display	19.7	-1.3	28.5	-2.4	37.2	-2.7	n/a	n/a	58.9%
7:00	25	Speed Display	19.5	-1.1	29.2	-1.4	38.1	-1.8	49.0	0.0	52.0%
8:00	25	Speed Display	19.6	-0.5	28.9	-1.1	38.0	-2.3	n/a	n/a	48.7%
9:00	25	Speed Display	18.8	-0.7	28.8	-1.5	37.8	-1.4	49.0	1.0	51.3%
10:00	25	Speed Display	19.4	-0.8	28.6	-1.4	38.6	-1.1	47.0	0.0	52.5%
11:00	25	Speed Display	19.4	-0.6	29.0	-1.2	36.8	-0.5	54.0	-1.0	51.1%
12:00	25	Speed Display	19.0	-0.8	29.1	-1.3	36.9	-0.9	n/a	n/a	52.3%
13:00	25	Speed Display	19.7	-0.9	28.9	-1.2	37.3	-1.2	n/a	n/a	53.1%
14:00	25	Speed Display	19.0	-0.4	29.0	-0.9	38.3	-1.2	52.0	3.0	46.8%
15:00	25	Speed Display	19.3	-0.6	28.6	-1.1	37.2	-0.6	47.0	0.0	51.9%
16:00	25	Speed Display	19.4	-1.0	28.8	-1.3	38.0	-1.4	n/a	n/a	53.7%
17:00	25	Speed Display	19.3	-0.9	28.7	-1.2	37.4	-0.7	n/a	n/a	53.4%
18:00	25	Speed Display	19.0	-1.0	28.9	-1.5	37.8	-1.3	n/a	n/a	55.3%
19:00	25	Speed Display	19.4	-1.2	29.0	-1.8	37.8	-0.2	n/a	n/a	56.8%
20:00	25	Speed Display	19.1	-1.7	28.3	-1.8	37.5	-1.2	n/a	n/a	59.5%
21:00	25	Speed Display	19.4	-1.6	28.6	-1.8	38.2	-1.8	n/a	n/a	57.8%
22:00	25	Speed Display	19.4	-1.6	28.6	-1.9	38.3	-2.0	n/a	n/a	56.4%
23:00	25	Speed Display	20.6	-2.1	28.7	-2.3	37.0	-2.0	n/a	n/a	67.8%



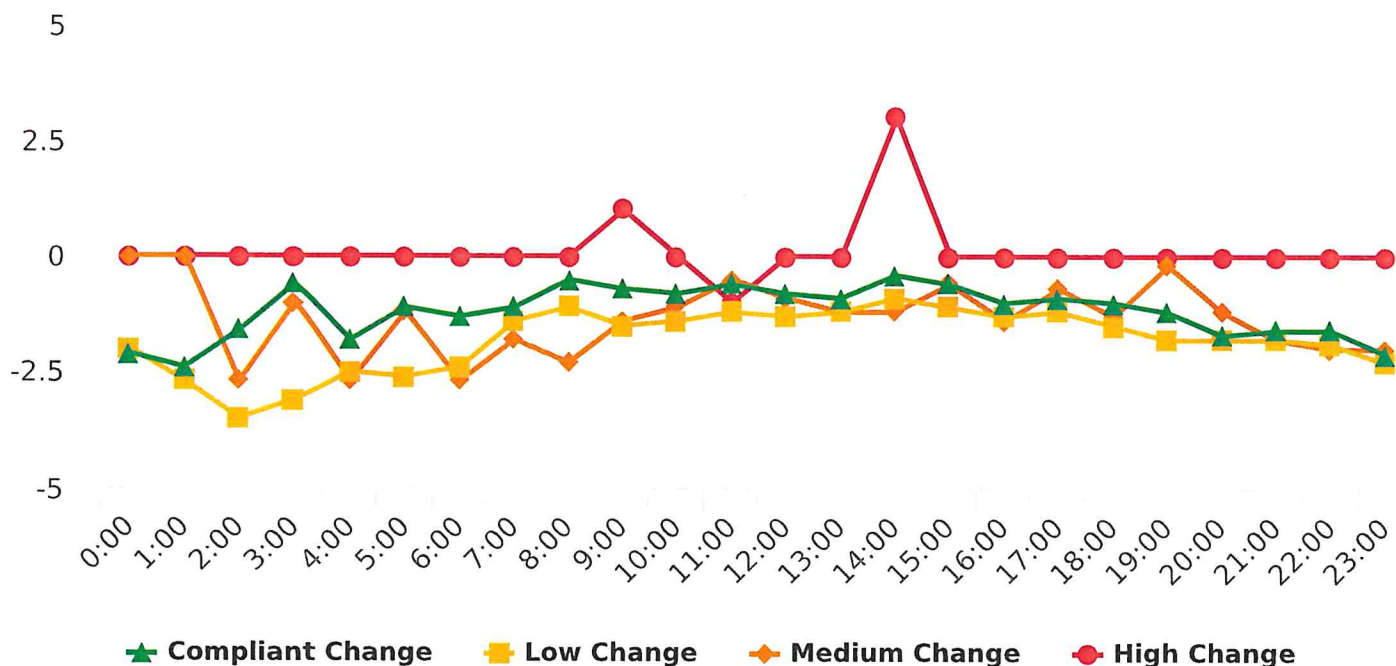
Start: 2025-09-03
End: 2025-09-11
Times: 0:00:00-23:59:59

Speed Effectiveness Report

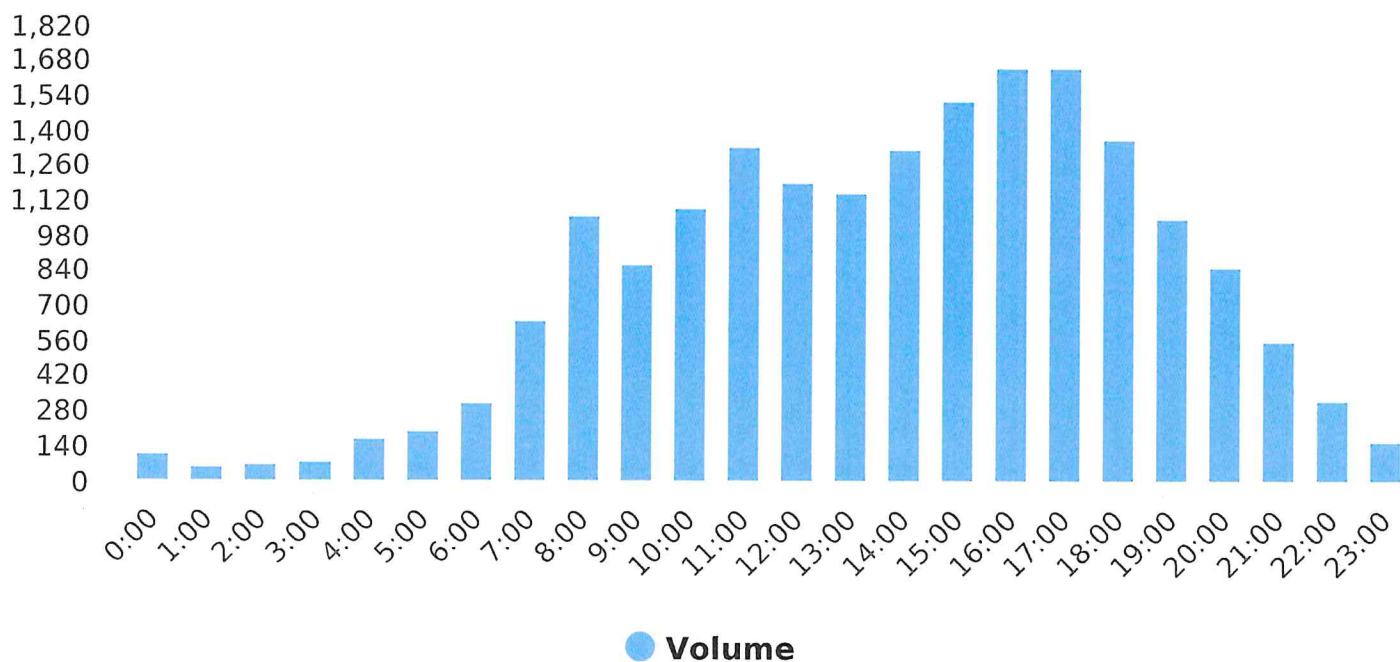
600 Block Wildwood Ave, SB

Medium Risk Threshold: Speed Limit + 10
High Risk Threshold: Speed Limit + 20
Speed Range: 1 to 150
Time View: By Hour (Avg Volumes)

Changes in Speed by Risk Threshold



Volume by Time (Average)





Start: 2025-09-03
End: 2025-09-11
Times: 0:00:00-23:59:59

Enforcement Priorities Report

600 Block Wildwood Ave, SB

Section J, Item 1.

Violation Threshold: Speed Limit +10

Speed Range: 1 to 150

Rank Results By: 85% Speed

#	Site	Day of Week	Time	Speed Limit	Average Speed	Average Violator Speed	85% Speed	Average # Vehicles	Average # Violators
1	600 Block Wildwood Ave, SB	Sun	7:00 - 8:00	25	26.0	41.0	33.0	42	3
2	600 Block Wildwood Ave, SB	Sun	11:00 - 12:00	25	25.0	37.5	32.0	198	4
3	600 Block Wildwood Ave, SB	Fri	5:00 - 6:00	25	24.0	38.0	32.0	41	3
4	600 Block Wildwood Ave, SB	Fri	18:00 - 19:00	25	26.0	37.8	31.3	246	5
5	600 Block Wildwood Ave, SB	Sun	14:00 - 15:00	25	24.0	37.4	31.0	217	5
6	600 Block Wildwood Ave, SB	Sun	17:00 - 18:00	25	23.0	38.0	31.0	210	5
7	600 Block Wildwood Ave, SB	Mon	23:00 - 24:00	25	25.0	n/a	31.0	26	0
8	600 Block Wildwood Ave, SB	Wed	5:00 - 6:00	25	23.0	36.0	31.0	47	2
9	600 Block Wildwood Ave, SB	Wed	7:00 - 8:00	25	25.0	37.0	31.0	141	3
10	600 Block Wildwood Ave, SB	Thu	18:00 - 19:00	25	24.0	38.0	31.0	227	3
11	600 Block Wildwood Ave, SB	Tue	6:00 - 7:00	25	25.0	39.5	30.9	54	2
12	600 Block Wildwood Ave, SB	Sun	9:00 - 10:00	25	25.0	37.0	30.6	136	2
13	600 Block Wildwood Ave, SB	Tue	17:00 - 18:00	25	24.8	36.0	30.2	290	2
14	600 Block Wildwood Ave, SB	Mon	0:00 - 1:00	25	25.0	n/a	30.2	20	0
15	600 Block Wildwood Ave, SB	Sun	12:00 - 13:00	25	23.1	36.0	30.1	240	2
16	600 Block Wildwood Ave, SB	Sun	16:00 - 17:00	25	24.0	37.0	30.0	277	2
17	600 Block Wildwood Ave, SB	Sun	8:00 - 9:00	25	24.0	n/a	30.0	97	0
18	600 Block Wildwood Ave, SB	Sun	5:00 - 6:00	25	23.0	38.0	30.0	21	1
19	600 Block Wildwood Ave, SB	Mon	5:00 - 6:00	25	23.0	39.0	30.0	30	3
20	600 Block Wildwood Ave, SB	Mon	12:00 - 13:00	25	24.0	37.0	30.0	222	6
21	600 Block Wildwood Ave, SB	Mon	13:00 - 14:00	25	24.0	36.0	30.0	251	1
22	600 Block Wildwood Ave, SB	Mon	14:00 - 15:00	25	24.0	38.0	30.0	218	3
23	600 Block Wildwood Ave, SB	Tue	10:00 - 11:00	25	25.0	40.1	30.0	161	9
24	600 Block Wildwood Ave, SB	Tue	11:00 - 12:00	25	24.0	n/a	30.0	231	0
25	600 Block Wildwood Ave, SB	Tue	13:00 - 14:00	25	24.0	37.0	30.0	225	3



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

For the Meeting of September 16, 2025

☒ Consent Item; ☐ Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director

A handwritten signature in blue ink, appearing to be "K. Caldwell", written over the name Kevin Caldwell.

Through: Kyle Knopp, City Manager

Date: September 8, 2025

Subject: Approval and Adoption of Ordinance No. 418-2025 amending the City's Accessory Dwelling Unit (ADU) Regulations to incorporate State mandated changes pursuant to SB 1211.

Recommendation:

That the City Council:

1. Approve and adopt Ordinance No. 418-2025 amending the City's Accessory Dwelling Unit (ADU) Regulations to incorporate State mandated changes pursuant to SB 1211.
2. Should the item be pulled from the Consent Calendar, receive public input, and deliberate, then approve and adopt Ordinance No. 418-2025 amending the City's Accessory Dwelling Unit (ADU) Regulations to incorporate State mandated changes pursuant to SB 1211.

Discussion

As reported at the City Council meeting of September 2, 2025, SB 1211 introduced several key provisions that directly conflict with or are not addressed in the current RDMC. The primary areas of non-compliance are:

- **Number of Units:** The current RDMC allows a maximum of two detached ADUs on a multifamily lot. SB 1211 increases this to up to eight, provided the number of new ADUs does not exceed the number of existing primary units.
- **Parking Requirements:** The RDMC may require replacement parking when a garage or carport is converted. SB 1211 explicitly prohibits local governments from requiring the replacement of parking spaces when they are eliminated to build an ADU. This is a significant change that simplifies the development process for property owners.
- **Definition of "Livable Space":** SB 1211 provides a clear, state-mandated definition of "livable space" to streamline the approval of interior ADUs. The RDMC's current definitions do not include "Livable Space".
- **Ministerial Review:** The new state law reinforces a **ministerial review process** for ADU permits, which means the city must approve a qualifying application without a discretionary review. The City's existing ADU regulations are consistent with the ministerial review requirements.

Again, the Planning Commission approved the recommended amendments at their meeting of August 26, 2025 and recommends the Council adopt Ordinance No. 418-2025 implementing SB 1211.

California Environmental Quality Act

The proposed amendments are Statutorily Exempt pursuant to Section 21080.17 of the Public Resources Code. This exemption applies to the adoption of an ordinance by a city or county that implements the state's Accessory Dwelling Unit (ADU) law. Since SB 1211 makes technical

changes and updates to ADU law, the adoption of a local ordinance to comply with it is considered to fall under this existing exemption.

Conclusion

Updating the Rio Dell Municipal Code to reflect SB 1211 is a necessary and timely action. It will ensure the City remains in compliance with State law, reduce potential legal risks, and provide a clear, consistent framework for property owners looking to add housing to their properties.

Attachment 1: Draft Ordinance 418-2025 amending the City's Accessory Dwelling Unit (ADU) Regulations to incorporate State mandated changes pursuant to SB 1211.

ORDINANCE NO. 418-2025

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING THE
CITY'S ACCESSORY DWELLING UNIT (ADU) REGULATIONS TO INCORPORATE
STATE MANDATED CHANGES PURSUANT TO SB 1211.**

WHEREAS, California Senate Bill (SB) 1211, which became law on January 1, 2025, is designed to encourage the construction of accessory dwelling units (ADUs) on multifamily properties; and

WHEREAS, this legislation aims to increase California's housing supply by removing barriers that previously limited the number and type of ADUs that could be built; and

WHEREAS, the bill raises the maximum number of detached ADUs allowed on a lot with an existing multifamily dwelling from two to up to eight. The total number of ADUs cannot, however, exceed the number of existing units on the property; and

WHEREAS, SB 1211 prohibits local governments from requiring the replacement of parking spaces when a surface lot, garage, or carport is demolished to build an ADU. This addresses a major obstacle to ADU development by making it easier to convert underutilized areas like parking lots into new housing; and

WHEREAS SB 1211 provides a clear, state-mandated definition of "livable space" to streamline the approval of interior ADUs. The RDMC's current definitions do not include "Livable Space"; and

WHEREAS, updating the Rio Dell Municipal Code to reflect SB 1211 is a necessary and timely action. It will ensure the City remains in compliance with State law, reduce potential legal risks, and provide a clear, consistent framework for property owners looking to add housing to their properties; 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.

Section 17.10.010 Definitions is amended to include:

"Livable space" means any area within a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

Section 17.20.020 is amended as follows:

(2) General Provisions that Apply to All ADUs. The following provisions apply to all ADUs:

(a) One ADU and One JADU per Lot. One ADU is permitted per lot developed or proposed to be developed with a single-family ~~or multifamily~~ dwelling.

(b) Development Standards for ADUs on Multifamily Properties.

(i) Detached ADUs. Up to eight (8) detached ADUs may be created on a lot with an existing multifamily dwelling. The total number of detached ADUs cannot exceed the number of existing dwelling units on the property. These units must comply with all applicable development standards of this section.

(ii) Internal ADUs. One or more ADUs may be created within the existing space of a multifamily dwelling structure. The number of such ADUs shall be at least one and no more than twenty-five percent (25%) of the existing units on the lot.

(iii) Combination of ADUs. A property may combine detached and internal ADUs, provided the total number of units and the location of each unit are in compliance with the provisions of this section.

(~~b~~c) Ownership. An ADU and/or JADU shall not be sold separately from the principal dwelling.

(~~e~~d) Renting Permitted. The ADU and/or JADU may, but need not be, rented.

(~~d~~e) Short-Term Lodging Prohibited. The ADU and/or JADU shall not be rented for periods of 30 days or less.

(ef) Building Type. The ADU and/or JADU may be within, attached to, or detached from the existing or proposed principal residence and may be over a garage. An ADU may also be a manufactured home as defined in Section [18007](#) of the Health and Safety Code subject to the development standards in RDMC [17.30.200](#).

(fg) Sewer and Water Service. All new ADUs and/or JADUs within 300 feet of existing wastewater facilities shall connect to City's public wastewater systems. Parcels greater than 300 feet from existing wastewater facilities shall comply with all applicable County Health Department requirements for sewage disposal. All new ADUs shall connect to the City's public water system.

(gh) Existing Single-Family Residence. Where one single-family dwelling unit exists on a lot, a larger home may be constructed as the principal dwelling unit, and the existing unit treated as the ADU, provided all other development regulations and standards can be met for both units.

(hi) ADU and JADU Configurations within Residential and Mixed Use Zones. For purposes of this section, a junior accessory dwelling unit is an attached unit as defined in Government Code Section [65852.22](#). A building permit shall be ministerially approved for creation of any of the following, within a residential or mixed use zone:

(i) ADU or JADU within existing single-family structure.

(ii) One accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(iii) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical

dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(iv) The space has separate exterior access from the proposed or existing single-family dwelling.

(v) The side and rear setbacks are sufficient for fire and safety as established by the local fire authority, for fire response.

(vi) The junior accessory dwelling unit complies with the requirements of Government Code Section [65852.22](#).

(~~i~~j) New Detached ADU. One detached, new construction, accessory dwelling unit with minimum four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The detached accessory dwelling unit may be combined with an accessory dwelling unit or a junior accessory dwelling unit within an existing single-family structure or accessory structure as described in subsection (2)(h) of this section if:

(i) The attached ~~ADU or~~ JADU contains no more than 500 square feet of floor space; and

(ii) The detached ADU contains no more than 800 square feet of floor space, and its height is no more than 16 feet. See subsection (3)(b) of this section, Total Floor Area, for detached ADUs that exceed 800 square feet.

(~~j~~k) ADUs in Existing Multifamily Structures. Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with State building standards for dwellings. At least one accessory dwelling unit is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units may be allowed.

~~(k) Detached ADUs with Existing Multifamily Structures. Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling, subject to a height limit of 16 feet and four-foot rear yard and side setbacks.~~

Section 17.20.020(3)(e) is amended as follows:

(e) Parking. Each ADU requires one parking space. These spaces may be provided in tandem on a driveway. Off-street parking shall be permitted in setback areas or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(i) Exceptions to Parking Standards. Parking standards for an ADU shall not apply if the ADU is (A) located within one-half mile walking distance of public transit; (B) located within an architecturally and historically significant district; (C) part of the proposed or existing primary residence or an existing accessory structure; or (D) when on-street parking permits are required but not offered to the occupant of the ADU; or (E) when there is a car share vehicle located within one block of the accessory dwelling unit; **or (F) replacement of parking spaces when they are eliminated to build an ADU is not required.**

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

The City Council finds that this Ordinance is Statutorily Exempt pursuant to Section 21080.17 of the Public Resources Code. This exemption applies to the adoption of an ordinance by a city or county that implements the state's Accessory Dwelling Unit (ADU) law. Since SB 1211 makes technical changes and updates to ADU law, the adoption of a local ordinance to comply with it is considered to fall under this existing exemption.

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 September 2, 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 September 16, 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. 418-2025 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on September 16, 2025.

Karen Dunham, City Clerk, City of Rio Dell