



CITY COUNCIL AGENDA CITY COUNCIL REGULAR MEETING TUESDAY, JUNE 06, 2023 6:30 PM

City Council Chambers - 675 Wildwood Avenue, Rio Dell

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

Effective immediately, the City of Rio Dell will reopen City Council meetings held in City Hall Council Chambers to in-person attendance by the public. The public may also attend these meeting virtually through Zoom. The meetings will also be viewable via livestreaming through our partners at Access Humboldt via their YouTube channel or Suddenlink channels on Cable TV.

Public Comment by Email:

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

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

Zoom Public Comment:

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

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

E. PUBLIC PRESENTATIONS

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

F. CONSENT CALENDAR

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

- [1.](#) 2023/0606.01 - Approve Minutes of the May 16, 2023 Regular Meeting **(ACTION)** - Pg. #4
- [2.](#) 2023/0606.02 - Approve Resolution No. 1582-2023 Adopting a List of Projects for FY 2023-24 Funded by SB-1 – The Road Repair and Accountability Act of 2017 **(ACTION)** - Pg. #12
- [3.](#) 2023/0606.03 - Receive & File the Local Roadway Safety Plan (LRSP) Draft Report **(ACTION)** - Pg. #15
- [4.](#) 2023/0606.04 - Adopt Resolution No. 1580-2023 Approving amendments to the City's CDBG Housing Rehabilitation Guidelines to include the use of CalHOME Funds and to expand the program to include rental properties **(ACTION)** - Pg. #61

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

- [1.](#) 2023/0606.05 - City Manager/Staff Update **(RECEIVE & FILE)** - Pg. #138

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

- [1.](#) 2023/0606.06 - Presentation on FY 2023-24 Recommended Budget **(RECEIVE & FILE)** - Pg. #143

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- [1.](#) 2023/0606.07 - Second Reading (by title only) and Adoption of Ordinance No. 398-2023 Amending Chapter 10.05 "Use of Streets for Storage of Vehicles Prohibited", Section 10.05.530 of the Rio Dell Municipal Code (RDMC)
(DISCUSSION/POSSIBLE ACTION) - Pg. #163

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, June 20, 2023 at 6:30 PM.*

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
MAY 16, 2023**

The study session/regular meeting of the Rio Dell City Council was called to order at 5:05 p.m. by Mayor Garnes.

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

Absent: Councilmember Orr (excused)

Others Present: City Manager Knopp, Finance Director Sanborn, Water/Roadways Superintendent Jensen, Wastewater Superintendent Taylor, Senior Fiscal Assistant Maciel and City Clerk Dunham

Absent: Community Development Director Caldwell and Chief of Police Allen (excused)

STUDY SESSION – 5:00 P.M.

FY 2023-24 Recommended Budget

Finance Director Sanborn provided councilmembers with supplemental information to the staff report as presented in the packet which included a revised *Draft of FY 2023-24 Budget Projections and Earthquake Expense Overview*.

City Manager Knopp began the discussion with review of the revised spreadsheet representing the various funds and their respective beginning fund balances, projected revenues, projected expenditures and the estimated ending fund balances and reserve balances.

Finance Director Sanborn noted that the spreadsheet is the first draft of the budget projections noting that the numbers should not change dramatically between now and the adoption of the final budget.

City Manager Knopp continued with review of each fund beginning with Fund 005, *Admin Fund* which is the fund established for the admin car. With the estimated ending fund balance of \$90,576, he said that the funds would probably be used exclusively for the police department vehicles since the admin car is new and would not need to be replaced for several years.

Fund 008, the *Building Fund*, showed projected expenditures exceeding projected revenues by \$81,086. With that same amount being backfilled by the General Fund, the change in the fund balance was zero.

City Manager Knopp explained that Fund 000 *General Fund* is the fund that the City Council has the most discretion over. With projected revenues of \$1,605,075 and

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projected expenditures of \$1,822,292, the change in fund balance was reduced by \$290,585. He added that the police department is the largest consumer of the General Fund at approximately 65%.

Next was a summary of Capital & Special Projects totaling \$3,631,751; \$198,000 to be funded out the General Fund.

City Manager Knopp said that the projected ending fund balance for the General Fund is \$1,364,353 which is a very healthy fund balance. He noted that that number will probably be even higher since it is likely that not all of the budget will be spent during the fiscal year. He said that one option for not using any reserves would be to hold off on some of the Capital projects as proposed.

No budget was proposed for Fund 044 *Measure Z Fund*. City Manager Knopp said that prior years funds from Measure Z were used to pay for the Records Tech position in the police department however, the City's application request for funding was not approved (for the first time) so that position will need to be backfilled by the General Fund this year.

The overall change (reduction) of the fund balance was \$1,102,478 with an ending fund balance of 10,116.398 for all funds.

City Manager Knopp pointed out that what is proposed is a balanced budget however; on the General Fund side, there is some concern with an estimated 20% decline in sales tax revenue. In addition, there is legislation being proposed that would negate the City's local sales tax.

Councilmember Wilson asked for the rationale behind the proposed legislation.

City Manager Knopp explained that all tax measures would be required to have a sunset date, creating some significant challenges if the legislation passes. He said that it would not go into effect for 2 years.

Councilmember Woodall asked how chemical costs for water and sewer were estimated factoring in the current inflation.

Water/Roadways Superintendent Jensen said that the estimates were based on quotes obtained from the vendors.

City Manager Knopp mentioned potential staffing changes and explained that there is an internship program through Cal Poly Humboldt and posed the idea of retaining an intern to input GIS data. The estimated cost associated with a part-time position was \$22,000.

Other changes included changing the vacant part-time Public Works Utility Worker position to full-time.

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Water/Roadways Superintendent Jensen commented that they are having a hard time recruiting for a part-time worker suggesting the position be upgraded to a full-time position with half of the cost funded out of the water fund. He said that the extra full-time position would help alleviate some of the on-call responsibilities of the current staff.

Finance Director Sanborn said that the increased costs for salary and benefits would be approximately \$56,000; \$21,000 in additional salary and \$35,000 for benefits.

City Manager Knopp referred to the current Organizational Chart which included a full-time Management Analyst position which is currently unfilled. The cost of the position with benefits was estimated at \$151,000.

He noted that one option would be to cut that position and include an additional police officer position. He said that there is value added to have the Management Analyst position filled and said another option would be to make it a part-time position and hire someone versed in Human Resources to work on employee contracts and the employee handbook.

Councilmember Wilson expressed the need to do something to revitalize the downtown, whether it be to hire a Management Analyst with the aim toward economic development or to go after grants. He suggested keeping the position in the budget then deciding how to use the position most efficiently.

Councilmember Orr arrived at this time, 6:05 p.m.

City Manager Knopp said that another option would be to hire two part-time people to fill the Management Analyst position.

Next was review of the *Earthquake Expense Overview* including a list of 17 earthquake related projects, cost estimates and the potential 25% cost share by the City.

Finance Director Sanborn explained that items 16 & 17 were added at the suggestion of GHD to include \$10 million in water and wastewater damages not previously identified. Damage Survey Reports were submitted on Items 1, 4 and 5 totaling \$215,673 with \$164,985 in reimbursements received by the State thus far.

City Manager Knopp said that staff would bring back the recommended budget on June 6th followed by another Study Session if necessary to go over each line item, with final adoption of the budget at the June 20, 2023 regular meeting.

Councilmember Woodall suggested the part-time records clerk position in the police department be upgraded to a full-time position.

Finance Director Sanborn estimated an increased cost in salaries and benefits of \$17,000 to make that position full-time.

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The study session ended at 6:18 p.m. and the Council recessed for a short break prior to the start of the regular meeting.

Mayor Garnes was excused and left the meeting at this time.

The Council reconvened into open session with Mayor Pro Tem Carter calling the regular meeting to order at 6:30 p.m.

PUBLIC PRESENTATIONS

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

CONSENT CALENDAR

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

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

- 1) Minutes of the May 2, 2023 regular meeting;
- 2) Adopting List of City Council Priorities for FY 2023-24;
- 3) Receive & File Request for Proposals (RFP) for the Rio Dell dog Park Project;
- 4) Authorizing City Manager to enter into an agreement with Redwood Community Action Agency (RCAA) in the amount of \$48,452 related to the Eel River Trail and Clean California Grant; and
- 5) Receive & File the Check Register for April

Motion carried 4-0.

REPORTS/STAFF COMMUNICATIONSCity Manager/Staff Update

City Manager Knopp provided highlights of the staff update and began by giving special praise to former Rio Dell Police Officer Nick Carnahan for his actions on April 13 when he helped save the life of an infant who was choking.

He reported that staff met with representatives from FEMA's Hazard Mitigation Grant Program to discuss a solar project at the City's corporation yard that has potential to dramatically extend emergency independent water and wastewater services in the event of an extended power outage.

He also announced that the California Seismic Safety Commission would be holding a hearing at the River Lodge Conference Center on Tuesday, May 23 with the main topic of

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discussion being the recent earthquakes. Members of the public were encouraged to attend.

Mayor Pro Tem Carter asked if a date had been set with GHD to look at the contact basin.

Wastewater Superintendent Taylor noted that they would be here tomorrow at 10:00 a.m.

SPECIAL PRESENTATIONS/STUDY SESSIONS

Presentation by Simone Nageon on the Great Redwood Trail

Simone Nageon, one of the Planners working on the Master Plan for the Great Redwood Trail provided a power point presentation on the project.

She began by providing an overview of what the Great Redwood Trail is and said that the idea is to create a 316-mile multi-use rail-trail project connecting San Francisco Bay and Humboldt Bay, following the former inactive North Coast Railroad Authority rail line.

She explained that rail trails support recreation, economic and environmental restoration in towns and rural areas She said that in sharing the Draft Master Plan with the public some of the concerns were:

- Trespassing & Security
- Fire Hazards
- Encampments
- Impacts to working lands

She further explained that the master plan will provide a high-level roadmap on operations and maintenance, trail design, cultural and natural resource protection, project prioritization and funding sources.

A circulation map of Rio Dell was presented with an alternate trail through the center of the City as opposed to the railroad tracks due to geological concerns with the bluffs.

Economic benefits of the complete trail for Mendocino, Trinity and Humboldt were estimated to be \$102,568,000 annually; \$48,099,000 annually to Humboldt County and \$2,429,000 to Rio Dell, mostly in tourism but also in health benefits.

Councilmember Wilson commented that he was glad to see a plan to migrate the trail through Rio Dell rather than along the bluffs.

Councilmember Woodall questioned maintenance of the trail system and asked if the trail would go through the Island Mountain tunnel.

Simone explained that the Island Mountain Tunnel is a one-mile tunnel on the rail line and it is perhaps sensitive bat habitat so they are working with the Wildlands Conservancy who

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is a new landowner to look at rerouting the trail around the tunnel. She said that with regard to long-term maintenance of the trail system, they are looking at ways to fund that. Regarding maintenance, she noted that they are working on a draft maintenance plan however, the envision is to make this more of a back-country trail that is easy to maintain.

Councilmember Woodall asked what the longest distance is between towns before being able to access the trails.

Simone said that the idea is to build easy segments and access points in out of the trails, especially in remote areas, and that they are looking for camping options along the trails.

Councilmember Woodall indicated that Rio Dell gets a lot of bicycle traffic along the coast and providing camping opportunities might keep them from continuing on south and asked if there would be water and supplies along the trail heads.

Simone agreed that it would be a good idea to have hydration stations etc. along the way but they are looking more at self-reliance than having high-resourced areas that are hard to keep up with.

Mayor Pro Tem Carter thanked Simone for the presentation and for adding the slides specific to Rio Dell. She said that one of the concerns around town is that the trail is going to go around Rio Dell and there would be no economic benefits from it. She mentioned that Caltrans did say that they would be putting in bike lanes with reconstruction of the bridge.

Mayor Pro Tem Carter called for public comment.

Chelsie Orr asked if there would be signage identifying points of interest along the trail and if the trail would go across the trestle at Founders Grove.

Simone said that they hope to have standardized signage throughout the trails system and that they plan on utilizing as much of the current infrastructure as possible including the Founders Grove trestle.

Sharon Wolfe asked if there would be safety call boxes and referred to the trails in Eugene, Oregon which she said are wonderful. She also indicated that the route from Rio Dell over Blue Slide Rd. to Ferndale is great for bikes.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

Approve proposed Recology Eel River Rate Adjustment and accept it as an amendment to the Solid Waste and Recycling Franchise Agreement effective July 1, 2023

City Manager Knopp provided a staff report and said that this is the annual rate adjustment with Recology Eel River as provided for in the Solid Waste and Recycling Franchise Agreement. Rates for Recology Eel River contain a Consumer Price Index (CPI)

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adjustment as part of the franchise agreement. This year, the CPI rate adjustment was identified as 6.4%, increasing Recology Eel River's cost by \$0.48 per ton. In addition, HWMA's increase relates to an increase of \$31.94 per ton.

City Manager Knopp explained that there are multiple factors related to the rate adjustment including a decline in trucking back-haul services, increased labor costs, a long-term lack of fee increases in prior years, and new regulatory requirements.

He introduced Linda Wise, General Manager of Recology Eel River who was present to answer any questions regarding the proposed rate adjustment.

Councilmember Wilson commented that the rate sheets are somewhat confusing and asked for a breakdown for the typical monthly garbage bill.

Linda Wise explained that approximately 65% of the rate relates to collection and approximately 33% relates to disposal costs. She said the rate last year for a typical residential service was \$30.25/mo. including recycling. This year the new rate will be \$34.60/mo. (\$4.35 increase) with an additional charge of \$3.63 for green waste service for those subscribers.

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

Motion was made by Wilson/Woodall to approve the proposed annual rate adjustment with Recology Eel River and accept it as an amendment to the Solid Waste and Recycling Franchise Agreement effective July 1, 2023. Motion carried 4-0.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Woodall announced there would be a Nuisance Advisory Committee meeting tomorrow at 3:00 p.m., and a Beautification, Walkability and Pride Committee meeting on May 19th at 9:00 a.m. at City Hall.

Councilmember Orr reported that he would be attending an HCAOG meeting this week.

Councilmember Wilson reported that he attended a HWMA meeting and they approved their budget and also had a RCEA budget meeting. He said that wages are not only going up with those organizations, but going up everywhere. He noted that when it comes to negotiations here, it will probably affect the City's budget as well. He said that there is such a small pool of employees with the skills needed locally, the larger organizations are stealing employees from smaller agencies. He said that anything the Council can do to encourage employees to stay, would be beneficial to the City.

Mayor Pro Tem Carter reported that the Rio Dell-Scotia Chamber of Commerce is gearing up for Wildwood Days and the theme for this year is a Country Western Theme "Back in

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the Saddle Again” encouraging everyone to get out their boots and hats and get ready for this year’s event.

She said that the RREDC meeting scheduled for Monday was cancelled. She reported that over the past weekend, she attended a Cal Cities Redwood Region Division meeting in Ft. Bragg and heard a presentation on the Great Redwood Trail. They also received a presentation on the City of Ft. Bragg’s CARE Unit, hired to handle the homeless population.

She thanked Councilmember Woodall for planting all the flowers throughout the downtown and said that it is something that makes the City look really nice in the summer and something that citizens look forward to.

ADJOURNMENT

Motion was made by Carter/Woodall to adjourn the meeting at 7:25 p.m. to the June 6, 2023 regular meeting. Motion carried 4-0.

Amanda Carter, Mayor Pro Tem

Attest:

Karen Dunham, City Clerk

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



DATE: June 6, 2023
TO: Honorable Mayor and Members of the City Council
FROM: Travis Sanborn, Finance Director
THROUGH: Kyle Knopp, City Manager
SUBJECT: Approval of Resolution No. 1582-2023 Adopting a List of Projects for Fiscal Year 2023-24 Funded by SB1 – The Road Repair and Accountability Act of 2017

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution 1582-2023 Adopting a List of Projects for Fiscal Year (FY) 2023-24 Funded by SB1 – The Road Repair and Accountability Act of 2017.

BACKGROUND AND DISCUSSION

Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, was signed into law by the Governor in April 2017 to address deferred maintenance on the state highway system and local street and road systems. The bill provides that funds shall be used for projects that include the following:

- Road Maintenance and Rehabilitation
- Safety Improvements
- Increasing access and mobility options on streets and trails

The City’s Streets funds reserves have been declining for a number of years. Gas Tax revenues continue to decrease due to new technologies and better fuel efficiencies. SB 1 funds have added some additional revenues back to the City for street purposes. However, funding is still inadequate to fully provide for street improvement projects.

This is the sixth year in which funding will be received and the City must annually adopt a project list by resolution in order to remain eligible for SB 1 funding. Each proposed project must include a project title, description, location, schedule, and useful life. This step is also meant to allow for full transparency and accountability to ensure the public has full access to information on how their tax dollars are being invested. The guidelines require the list to be submitted to the California Transportation Commission by July 1 of each year. The amount estimated from SB1 funds for FY 2023-24 for the City of Rio Dell is \$83,727.

ATTACHMENTS

Resolution 1582-2023



**RESOLUTION NO. 1582-2023
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY
SB 1 – THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of Rio Dell are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Rio Dell must adopt by resolution a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Rio Dell will receive an estimated \$83,727 in RMRA funding in Fiscal Year (FY) 2023-24 from SB 1; and

WHEREAS, this is the seventh year in which Rio Dell is receiving SB 1 funding and will enable Rio Dell to continue essential road maintenance and rehabilitation projects, safety improvements, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, Rio Dell has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City of Rio Dell used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Rio Dell maintain and rehabilitate City streets and roads throughout Rio Dell this year and similar activities into the future; and

WHEREAS, the 2020 California Statewide Local Streets and Roads Needs Assessment found that Humboldt County’s streets and roads are in “at-risk” condition and this revenue will help the City of Rio Dell increase the overall quality of our road system and over the next decade assist with bringing our streets and roads into a “good” condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with FY 2023-24 Road Maintenance and Rehabilitation Account Revenues:

Project Title: Rio Dell General Road Maintenance and Repairs FY 2023-24
Project Description: Road maintenance and rehabilitation, including procurement of road maintenance and rehab materials, Public Works equipment, Public Works staffing, and repair and servicing of Public Works equipment.
Project Location: Portions of Elm, Birch, and Davis Streets, Ogle, Wildwood, and 2nd Avenue.

Estimated schedule: Start on July 1, 2023, and completion will be June 30, 2024.

Estimated Useful Life: Three to ten years.

PASSED AND ADOPTED by the City Council of the Rio Dell on this 6th day of June 2023 by the following vote:

Ayes:
 Noes:
 Abstain:
 Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

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



DATE: June 6, 2023

TO: Honorable Mayor and Members of the City Council

FROM: Travis Sanborn, Management Analyst

THROUGH: Kyle Knopp, City Manager

SUBJECT: Local Roadway Safety Plan Draft Report

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the Local Roadway Safety Plan (LRSP) draft report and provide staff with feedback, if any.

BACKGROUND:

Federal regulations require that each state have a Strategic Highway Safety Plan (SHSP). An SHSP is a statewide data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and serious injuries on all public roads. In coordination with federal, state, local, and private sector safety stakeholders, the SHSP establishes goals, objectives, and emphasis (or challenge) areas. The SHSP addresses the 5 Es of traffic safety: Engineering, Enforcement, Emerging Technologies, Education, and Emergency Response.

A Local Roadway Safety Plan (LRSP) attempts to establish goals, objectives, and emphasis areas in a similar manner for local conditions. An LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local and rural roads while contributing to the success of the SHSP. The process of developing an LRSP can be tailored to local protocols, needs, and issues.

The process of preparing an LRSP creates a framework to systematically identify and analyze safety problems and recommend safety improvements. Preparing an LRSP facilitates the development of local agency partnerships and collaboration, resulting in a prioritized list of improvements and actions that can demonstrate a defined need and contribute to the statewide plan. An LRSP offers a proactive approach to addressing safety needs and demonstrates agency responsiveness to safety challenges.

An LRSP is a requirement for Rio Dell to be eligible to apply for federal funds, such as the Highway Safety Improvement Program (HSIP) Cycle 11. In 2019 and 2020 the California Transportation Commission (CTC) allocated \$10 million and \$8 million respectively for the purpose of assisting local agencies in developing their LRSPs.

As of September 14th, 2021, a list of funded projects for developing a Local Roadway Safety Plan funding was made available by the state for agencies to prepare an LRSP. The City of Rio Dell was notified and awarded up to \$19,620 in funding with a minimum of \$2,180 of the required match for the preparation of an LRSP (LRSP ID: LRSP188). On January 26, 2022, a Project Supplemental Agreement was executed with the California Department of Transportation (CalTrans).

DISCUSSION:

Development of Rio Dell’s LRSP included data-driven analysis of the City’s safety issues supported by feedback from key stakeholders knowledgeable in some aspect of the 5 Es. In preparing the LRSP, city staff analyzed historical collision data, identified potential roadway hazards related to the collisions, received stakeholder feedback, recommended safety improvements, demonstrated the City’s responsiveness to safety challenges, and offered a proactive approach to addressing roadway safety needs for the entire transportation network.

Stakeholder feedback was critical in the preparation of the LRSP. City staff engaged the community for feedback through a project website accessible through the City’s website. A survey was made available for Rio Dell residents and stakeholders alike to provide input on the City of Rio Dell website.

It is the staff’s recommendation that the City Council receive the Local Roadway Safety Plan (LRSP) draft report and provide staff with feedback, if any.

ATTACHMENTS:

Local Roadway Safety Plan Draft Report



City of Rio Dell Local Road Safety Plan

Draft Report
June 2023



Acknowledgments

This Local Road Safety Plan was made possible with the help of the following Safety Partners:



City of Rio Dell

Mayor and City Council Members

Rio Dell Department of Public Works

Rio Dell Police Department



Rio Dell Volunteer Fire Department



Rio Dell School District

Caltrans, District 1

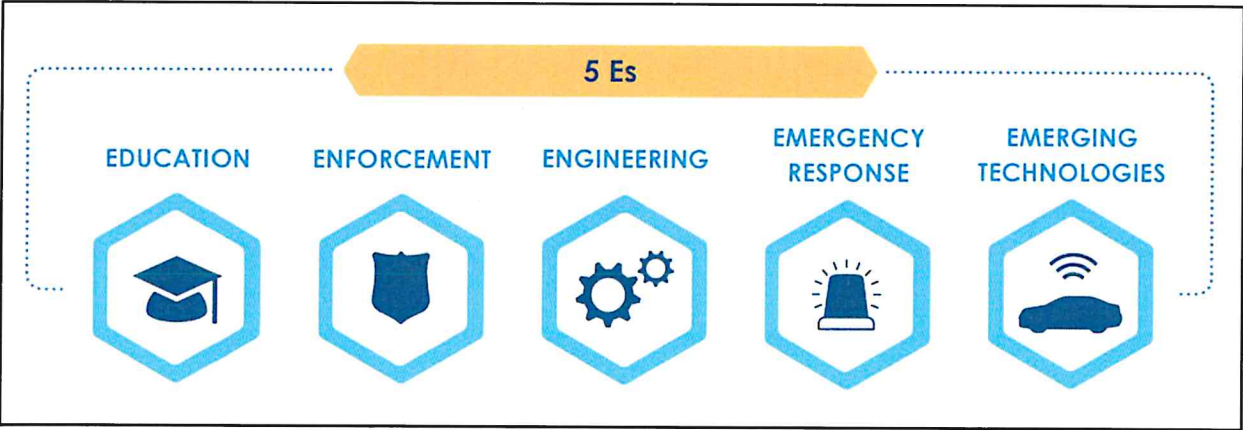


Executive Summary

The City of Rio Dell was awarded a state grant through the California Department of Transportation (Caltrans) to conduct a Local Road Safety Plan (LRSP). Implementing an LRSP is a requirement for agencies to apply for the current Caltrans Highway Safety Improvement Program (HSIP) Cycle 11 funds released in the Spring of 2022.

Federal regulations now require that each state conduct a Strategic Highway Safety Plan (SHSP) which is a data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and injuries on all public roads. The LRSP attempts to establish goals, objectives, and emphasis areas similarly for local roadways. An LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local roads while contributing to the success of the wider SHSP.

The LRSP is a collaborative process amongst an established local leadership group that characterizes the 5 E's of traffic safety. The 5 E's of traffic safety comprise Education, Enforcement, Engineering, Emergency Response, and Emerging Technologies.



By employing a systemic analysis, the City was able to leverage a proactive safety approach that focuses on evaluating an entire roadway network, using a defined set of criteria that is reliant on the context of the issue, rather than raw numbers alone.

Using 6 years of collision data, along with the feedback of various stakeholders involved in the data-gathering process, this LRSP will address multiple SHSP Challenge Areas including but not limited to:

- *Speed Management / Aggressive Driving*
- *Intersections*
- *Impaired Driving*
- *Pedestrians*
- *Bicyclists*

A vision statement and goals were established and used to guide the development of the LRSP. This is considered a living document that can be updated or modernized at any time.

Based on records from Rio Dell’s Annual Traffic Accident Report from 2016-2021 and available collision data from California Highway Patrol’s Statewide Integrated Traffic Records System and the Transportation Injury Mapping System, along with stakeholder input, the LRSP determined priority locations in the City. These locations, along with the proposed countermeasures, are listed in the tables contained in this report.

The LRSP is a prerequisite to applying for funding opportunities for the proposed countermeasures through HSIP Cycle 11. Proposed countermeasures can seek additional funding opportunities through, but not limited to:

- Active Transportation Program (ATP)
- Congestion Mitigation and Air Quality (CMAQ) program
- Sustainable Transportation Planning Grant
- Stimulus funding
- Capital Improvement Projects

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Introduction

The development of a Local Road Safety Plan (LRSP) is a data-driven traffic safety plan that coordinates the efforts of a wide range of organizations to reduce traffic accident fatalities and injuries on all public roads. By establishing goals, objectives, and emphasis areas, the LRSP provides a framework for organizing stakeholders to identify, analyze, and prioritize roadway safety improvements on local roads while contributing to the success of the Strategic Highway Safety Plan (SHSP) (**Figure 1.1**). A complete LRSP is a requirement to be eligible to apply for funding through the Highway Safety Improvement Program (HSIP) Cycle 11.



Figure 1.1 California SHSP (2020-2024)

This LRSP was created with a focus on the 5 E’s of Traffic Safety (**Figure 1.2**) following the Federal Highway Administration’s (FHWA) Local Road Safety Plan development process in the six steps as displayed below. (**Figure 1.3**)

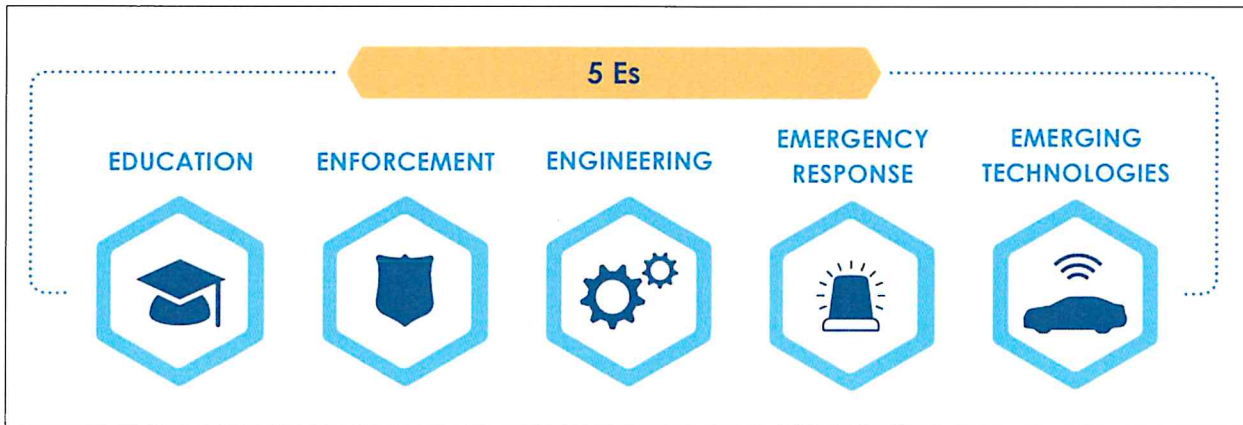


Figure 1.2 5 E's of Traffic Safety



Figure 1.3 FHWA LRSP Development Process

A Safety Champion was established by City staff and feedback was gathered from stakeholders that represented components of the 5E's of Traffic Safety. Public and stakeholder feedback was paramount in establishing a dynamic and inclusive report that allowed leadership to better understand our roads and develop areas of emphasis.

Background

Purpose

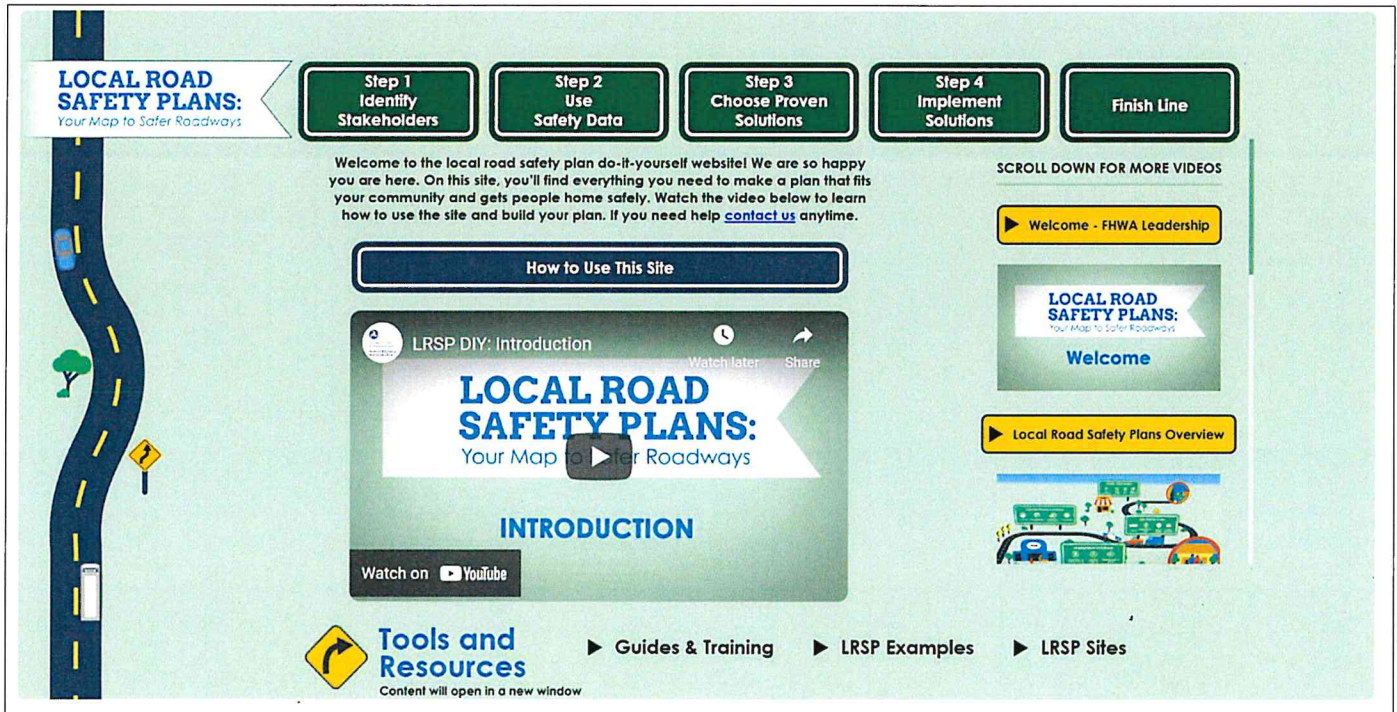
The City of Rio Dell is a small community of approximately 3400 residents in the heart of Humboldt County, California. Rio Dell is known as a bedroom community with a mix of local, commuter, and commercial traffic. The City of Rio Dell aligns with the LRSP aspiration towards zero fatalities and injuries with the Safe-System approach; focusing on safe vehicles, speeds, road users and designs, and post-crash care. The City of Rio Dell is committed to modernizing identified problematic areas on local roadways through proposed countermeasures that have the opportunity to be funded through HSIP Cycle 11 funds.

Standards & Guidelines

The City of Rio Dell’s LRSP was created with the guidance of the following standards and guidelines:

- “A General Guide for Implementing The Local Roadway Safety Plan (LRSP)”, Caltrans, Updated 5/5/2022
 - “California Safe Roads Implementation Plan for 2020-2024 Strategic Highway Safety Plan”, Caltrans, Effective March 2021
 - “Local Road Safety Plans”, Federal Highway Administration, Updated January 26, 2021
- (Figure 1.4

Figure 1.4 FHA LRSP DIY Guide



California Strategic Highway Safety Plan

California’s SHSP 2020-2024 is composed of 16 Challenge Areas that are key factors associated with fatal and serious injury crashes. These Challenge Areas have been categorized as either High Priority Areas or Focus Areas. (Figure 1.5) Using six years of collision data, along with the feedback of various stakeholders involved in the data-gathering process, this LRSP will address multiple SHSP Challenge Areas.

HIGH PRIORITY AREAS

- » Lane Departures (45%)
- » Speed Management / Aggressive Driving (34%)
- » Impaired Driving (28%)
- » Active Transportation (24%):
 - Pedestrians (17%)
 - Bicyclists (7%)
- » Intersections (23%)

FOCUS AREAS

- » Motorcyclists (19%)
- » Young Drivers (14%)
- » Aging Drivers (13%)
- » Occupant Protection (13%)
- » Commercial Vehicles (7%)
- » Driver Licensing* (5%)
- » Distracted Driving (5%)
- » Work Zones (1%)
- » Emergency Response**
- » Emerging Technologies**

The percentages represent the number of fatalities and serious injuries each Challenge Area makes up per 2009–2018 SWITRS data

* represents only fatalities data from FARS

** limited data regarding fatalities and serious injuries data

Figure 1.5 SHSP Challenge Areas

Methodology

This LRSP followed the FHWA’s data-driven map to a safer roadway as shown in (Figure 1.6). This ‘roadmap’ was provided as a guide by the Federal Highway Administration with a clear starting point progressing toward a finish line of helping people get home safely.



Figure 1.6 USDOT FHA LRSP Roadmap

Stakeholders

LRSP Stakeholders

The City of Rio Dell recognizes that an effective LRSP starts with a strong working group of stakeholders who can identify the community’s safety needs while prioritizing goals and safety countermeasures accordingly. The LRSP working group included feedback and commentary from the following LRSP Safety Partners:

- City of Rio Dell
- Rio Dell Public Works
- Rio Dell Police Department
- Rio Dell Fire Department
- Rio Dell School District

LRSP Community Engagement

The City of Rio Dell provided stakeholders with an array of options to get the most complete and accurate feedback from its Safety Partners. Given the challenges faced under the Covid-19 pandemic, both in-person and virtual options were available to provide feedback.

- May 3, 2022 6:30p.m. – 8:30p.m.
 - LRSP Progress Report was presented by City Staff. An overview of the project detailing the Vision Statement, Safety Data Analysis, Collision Profiles, Community Engagement, and Priority Emphasis Areas were discussed.
 - LRSP Community Engagement Survey (**Figure 1.7**) was released to address safety concerns and locations.



Online Survey for the Local Road Safety Plan (LRSP)

Submitted by macielr on Tue, 04/19/2022 - 3:50pm

City of Rio Dell Local Road Safety Survey

The City of Rio Dell is preparing a Local Road Safety Plan to analyze and address traffic safety issues throughout the City. This survey will provide crucial community feedback to inform decisions made in the Plan.

Please answer the following questions as they pertain to your experience within the City of Rio Dell.

 sanborntriodell@gmail.com (not shared) 
[Switch account](#)

* Required

How important is traffic safety (including motorist, pedestrian, and bicyclist safety) to the wellbeing of the Rio Dell community? *

- Very Important
- Somewhat Important
- Unimportant

What are your biggest traffic safety concerns? (Please rank from Most (1) to Least Concerning (5). *

	Driving under the influence	Speeding	Vehicle safety and infrastructure	Bicycle Safety and infrastructure	Pedestrian Safety and Infrastructure
1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Figure 1.7 LRSP Community Engagement Survey

SHSP Challenge Areas

Based on feedback from our Safety Partners, this LRSP will address the following SHSP Challenge Areas:

1. *Speed Management / Aggressive Driving*
2. *Pedestrians*
3. *Bicyclists*
4. *Impaired Driving*
5. *Intersections*

Guiding Principles

The LRSP vision statement and goals directed the development of this document. This plan will move the City closer to the Vision Zero policy aimed to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all.

Vision Zero

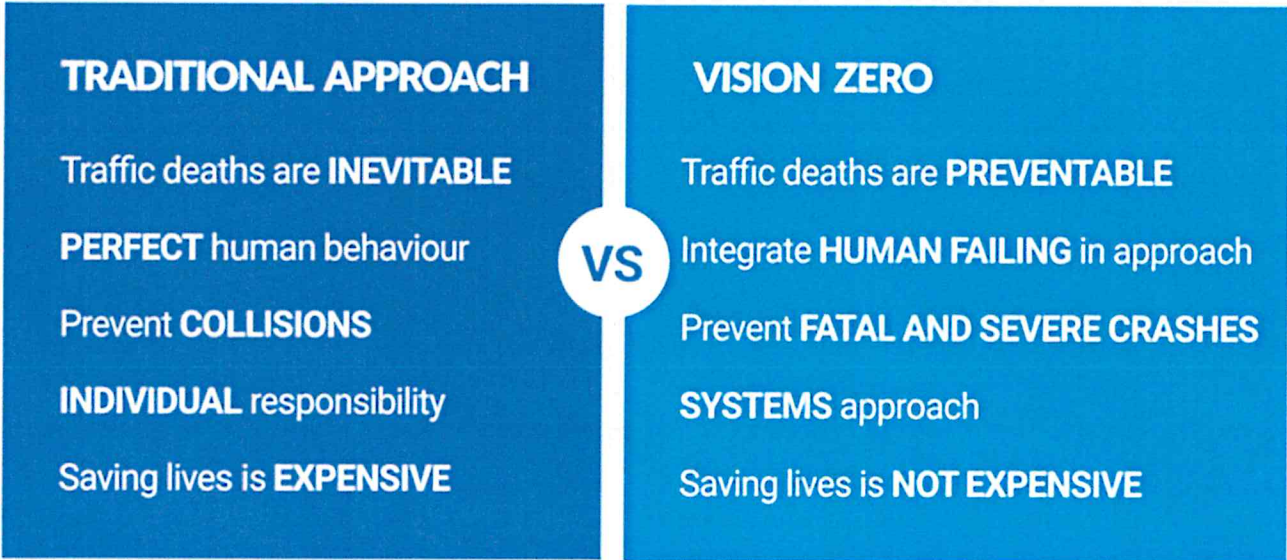


Figure 1.8 Traditional Approach vs Vision Zero

The differences between the traditional approach vs vision zero approaches are displayed in (Figure 1.8).

Vision Zero is a significant departure from the status quo in two major ways:

1. Vision Zero recognizes that people will sometimes make mistakes, so the road system and related policies should be designed to ensure those inevitable mistakes do not result in severe injuries or fatalities. This means that system designers and policymakers are expected to improve the roadway environment, policies (such as speed management), and other related systems to lessen the severity of crashes.

2. Vision Zero is a multidisciplinary approach, bringing together diverse and necessary stakeholders to address this complex problem. In the past, meaningful, cross-disciplinary collaboration among local traffic planners and engineers, policymakers, and public health professionals has not been the norm. Vision Zero acknowledges that many factors contribute to safe mobility — including roadway design, speeds, behaviors, technology, and policies — and sets clear goals to achieve the shared goal of zero fatalities and severe injuries.

Vision Statement

“The City of Rio Dell is fully committed to ending traffic-related deaths and injuries on City streets. By taking a systemic safety approach, the City will utilize targeted enforcement, improved street design, and public collaboration to achieve meaningful results in preventing traffic collisions.”

Goals

- Goal #1: Create an LRSP targeted to Rio Dell’s transportation and safety needs*
- Goal #2: Increase access and comfort for pedestrians and bicyclists*
- Goal #3: Reduce the potential for fatal and severe injury collisions*
- Goal #4: Implement speed reduction and management strategies*
- Goal #5: Maintain and expand a multimodal transportation network*

Analyze Safety Data

Active Transportation Program (ATP)



The project is located within the City of Rio Dell and includes improvements on Bellevue Avenue between Wildwood Avenue and River Street, Wildwood Avenue between Bellevue Avenue and Davis Street, Davis Street between Wildwood and Rigby Avenue, and the intersection of Scenic Way and Eeloa Avenue. Improvements to Bellevue Avenue would include buffered bike lanes and signage. Improvements to Wildwood Avenue between Bellevue Avenue and Davis Street include bike lane striping and signage. Improvements on Davis Street include class II and class III bike facilities and modifications at the intersection of both the on and off-ramp of Highway 101 and to Ireland Street. Other improvements at the intersections include curb ramps, sidewalks, crosswalks, signage, and striping.



Collision Data

Data from the City of Rio Dell’s Annual Traffic Accident Report data from 2016-2021 and available collision data from California Highway Patrol’s Statewide Integrated Traffic Records System (SWITRS) and the Transportation Injury Mapping System (TIMS), each reported collision was mapped and analyzed. The data pool consists of 84 accident profiles which included 2 major injuries and 9 minor injuries.



- 2 Major Injuries

- 1241 Eeloa Avenue
- Davis/Wildwood

- 9 Minor Injuries

- 200 Block Wildwood Avenue
- Eeloa Avenue / Fern Street
- Orchard / Pacific Avenue
- 75 Wildwood Avenue
- 541 Wildwood Avenue
- 100 Monument Road
- 300 Painter Street
- Davis / Wildwood
- 1241 Eeloa Avenue



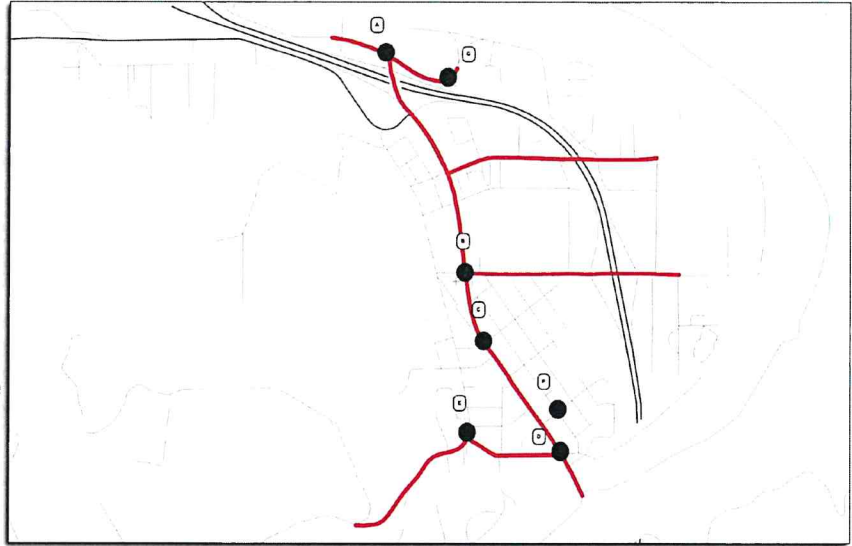
Top Collision Locations

Key Collision Locations

- a. Wildwood Avenue and Eeloa Avenue
- b. Wildwood Avenue and Davis Street
- c. Wildwood Avenue and Dixie Street
- d. Wildwood Avenue and Monument Road
- e. Monument Road and Pacific Avenue
- f. Berkeley Street and First Avenue
- g. Eeloa Avenue and Fern Street

Key Collision Corridors

- Wildwood Avenue: Eeloa Ave to Eagle Prairie Bridge
- Monument Road: Wildwood Ave to City Limits
- Davis Street: Wildwood Ave to Gunnerson Lane
- Painter Street: Wildwood Ave to Rigby Ave
- Eeloa Avenue: N. Pacific Ave to Riverside Drive



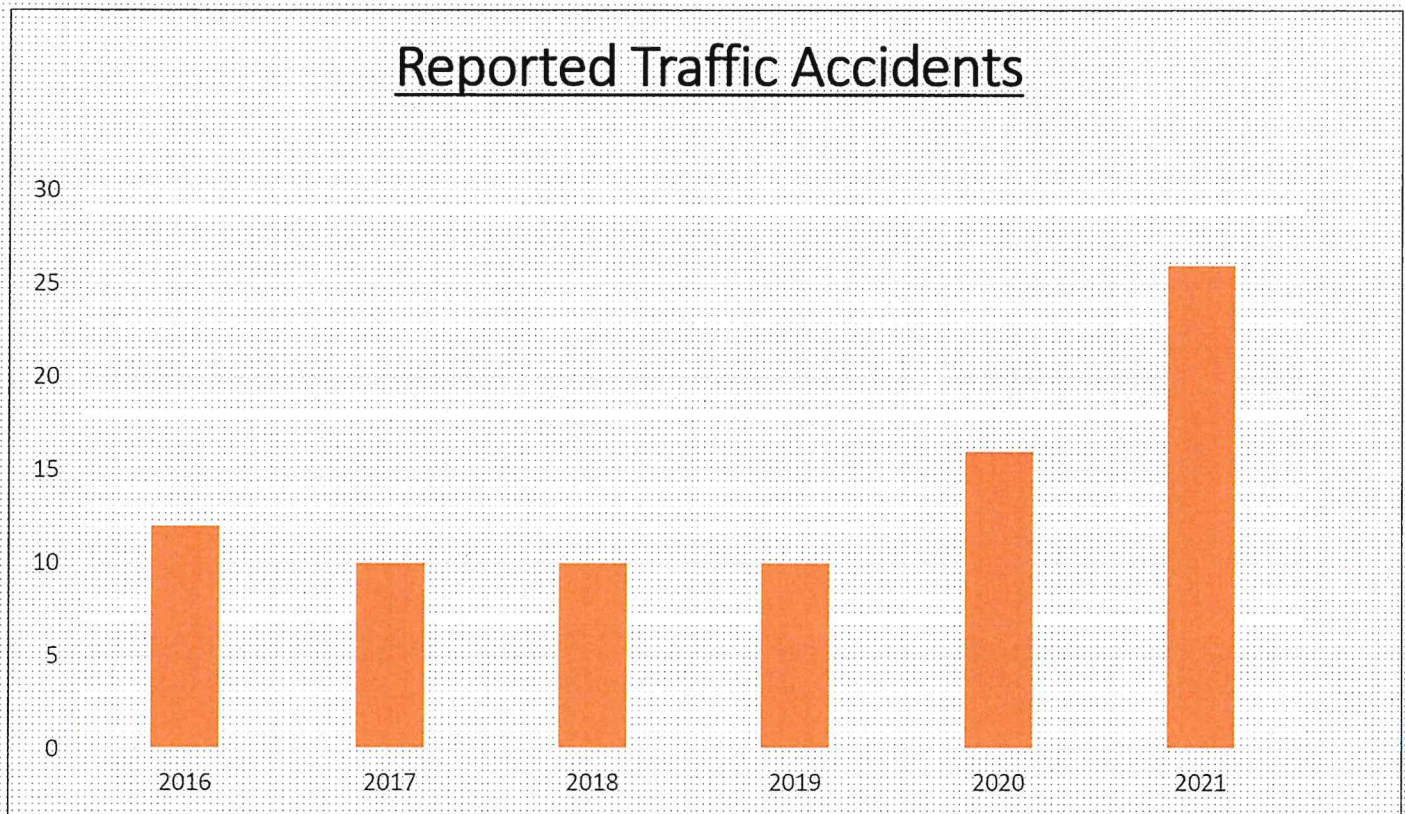
As part of the Safety Data Analysis using traffic accident data dating back to 2016- several key collision locations and corridors were identified. These locations were determined based on accident frequency, minor and major injuries, and primary collision factors.

Several locations along Wildwood Avenue were determined to have a much higher incidence of accidents such as the intersections of Wildwood Avenue and Eeloa Avenue, Davis Street, Dixie Street, and Monument Road. Other locations include the intersection at Monument Road and Pacific Avenue, Berkeley Street, and First Avenue, and the turn at Eeloa Avenue and Fern Street.

Additionally – collision corridors were identified which included:

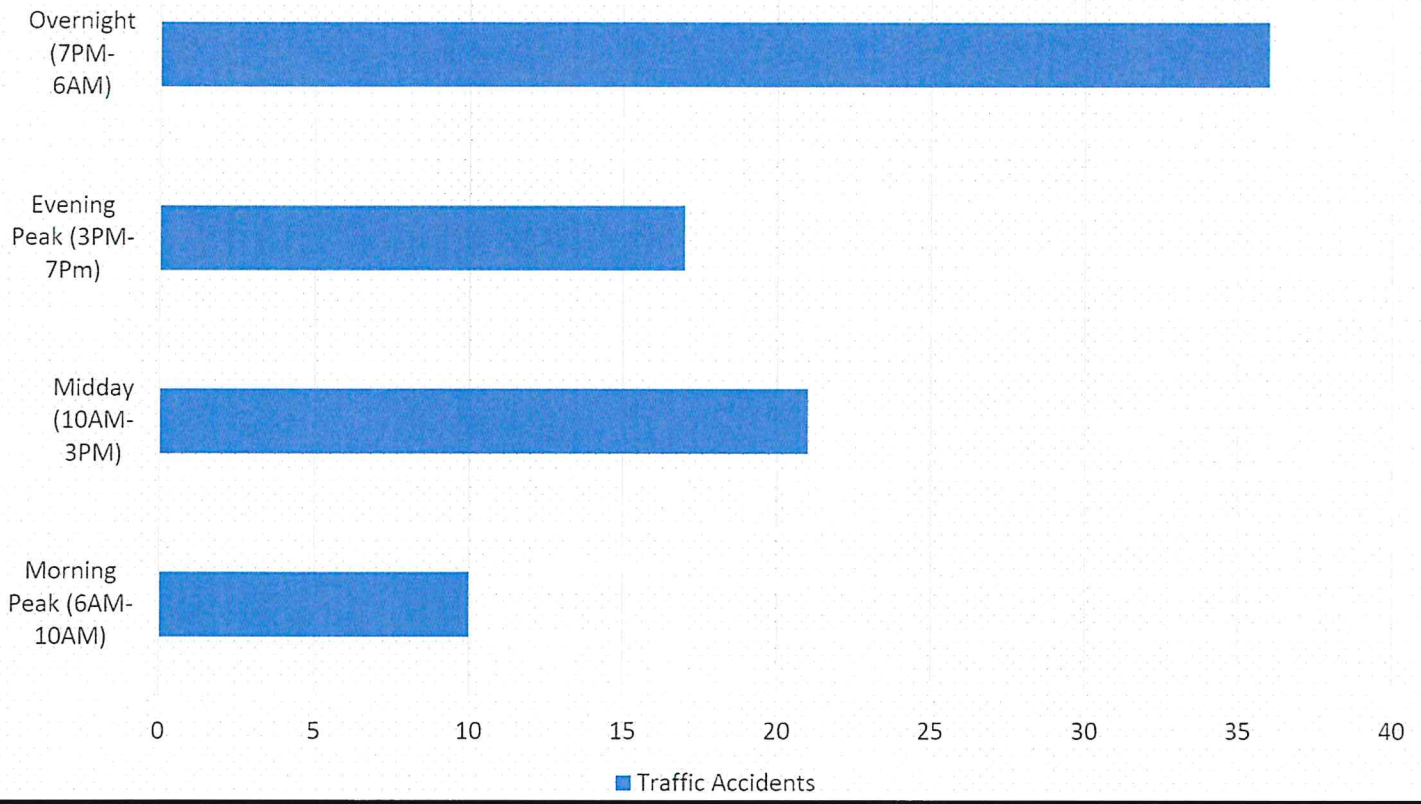
- *Wildwood Avenue from Eeloa Avenue to the Eagle Prairie Bridge*
- *Monument Road, from Wildwood Avenue up to the City limits*
- *Davis Street, from Wildwood Avenue to Gunnerson Lane*
- *Painter Street, Wildwood Avenue to Rigby Avenue*
- *Eeloa Avenue, from North Pacific to Riverside Drive*

Traffic Accidents by Year



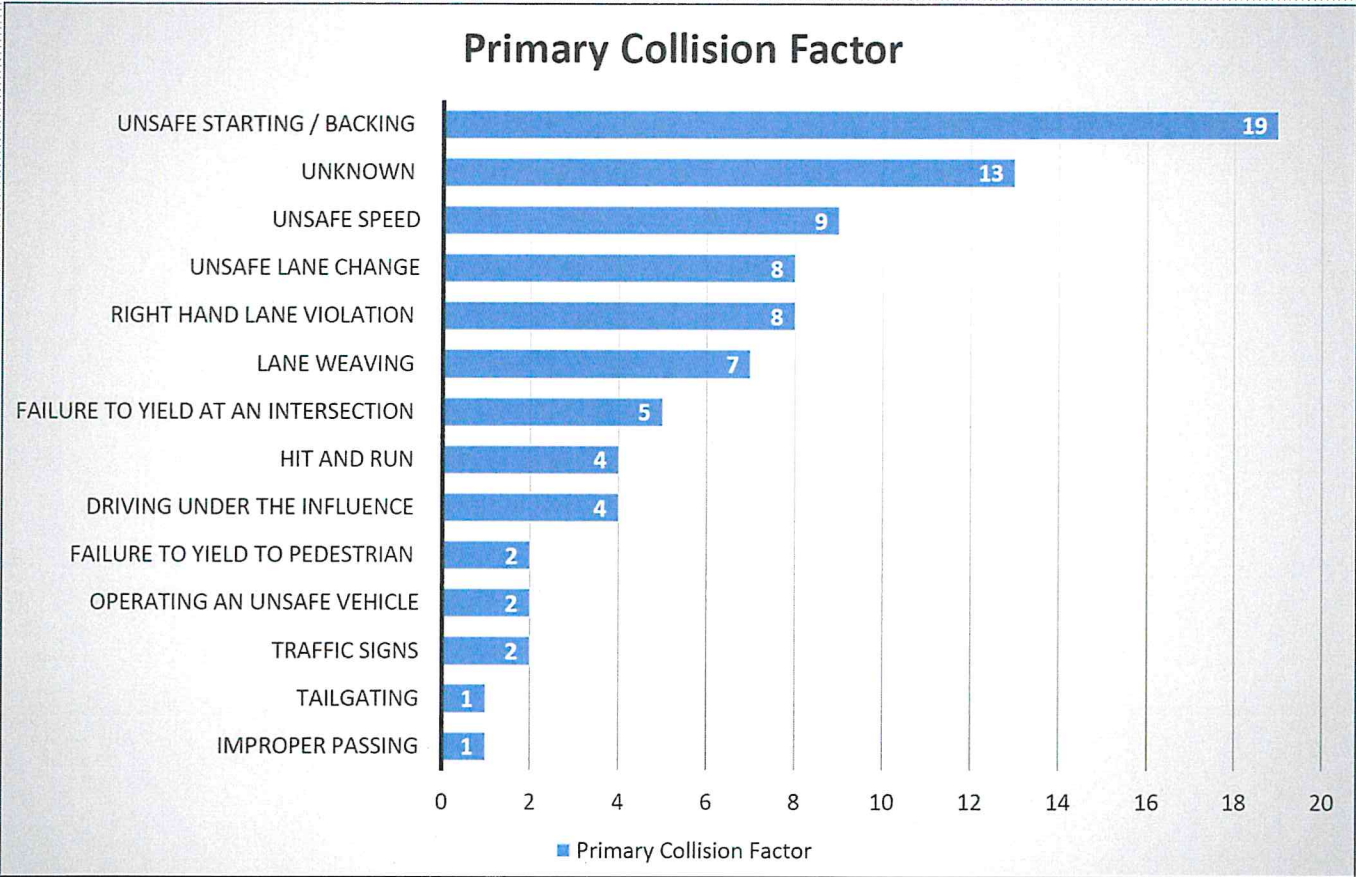
The bar graph above details traffic accidents by year based on raw data collected. Although the trendline suggests an increase in total accidents increasing over time, it is important to note that improvements in the reporting by the Rio Dell Police Department have allowed for better data collection methods.

Traffic Accidents Time of Day



Data collected on the time of day accidents occurred were categorized with a majority of accidents occurring between 7 pm and 6 am. Accidents were reportedly least likely to occur during the morning peak hours from 6 am to 10 am.

Traffic Accident Primary Collision Factor



Included in the accident reports were the primary factors leading to a collision. Unsafe starting and backing was the most pervasive violation in addition to unsafe speeds, lane change violations, lane weaving, and failure to yield at an intersection.

Safety Data Analysis Summary

- The completed LRSP ensures the City continues to **MEET ELIGIBILITY REQUIREMENTS** to apply for and receive HSIP funds.
- During the analysis period 2016-2021, there have been a total of **84 reported traffic accidents** in Rio Dell.
 - 2 Major Injuries Reported (2%)
 - 9 Minor Injuries Reported (11%)
 - 4 Accidents were a result of a DUI (5%)



- The top **PRIMARY COLLISION FACTORS** include:
 - Unsafe Starting / Backing
 - Unsafe Speed
 - Unsafe Lane Change
 - Right-Hand Lane Violation
- The **TIME OF DAY** accidents were most likely to occur
 - Overnight hours (7 PM – 6 AM) 36 reported accidents (43%)

Public Outreach

Community Survey

A project survey was created and presented on the City of Rio Dell website to inform the public about the LRSP and allow stakeholders to provide their input to the project. (Figure 1.9) The image below displays the introduction to the community survey.

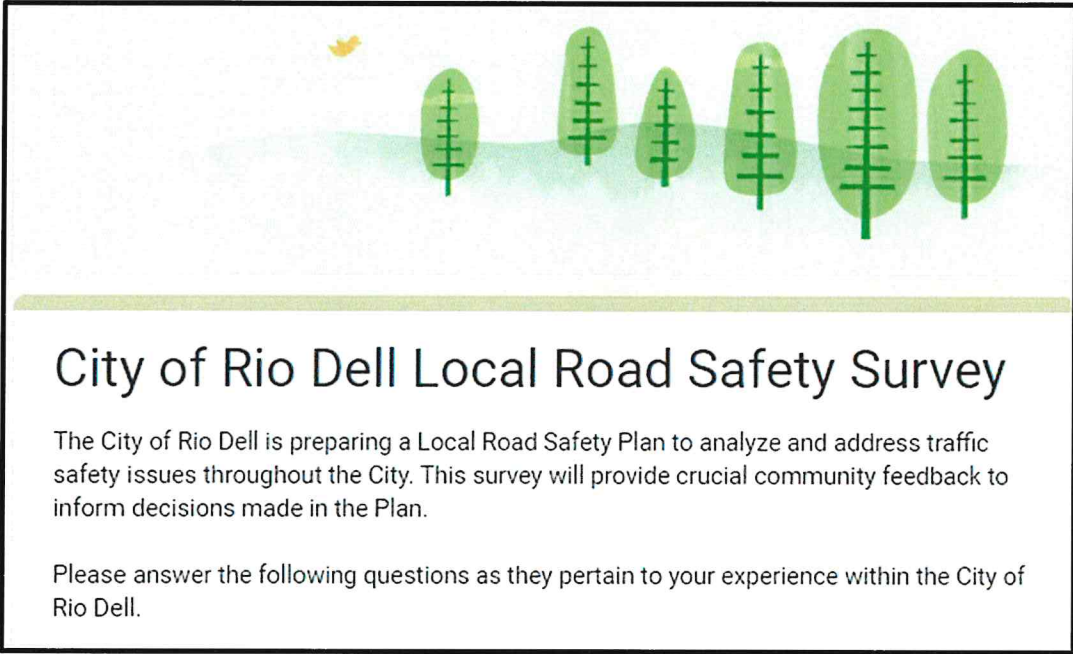


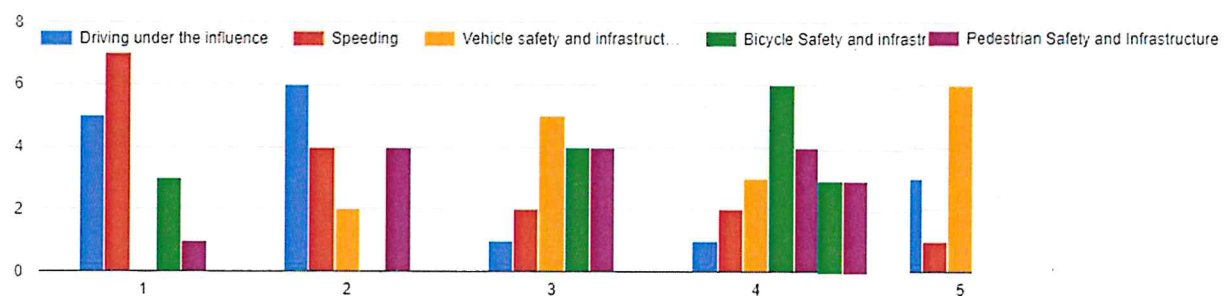
Figure 1.9 Community Survey

Survey Results

The City of Rio Dell released the public survey asking a series of questions relating to the work the LRSP is looking to accomplish along with a map to detail site-specific locations of concern to the community. As of 2023, 16 responses were received.

- **93.4%** of those surveyed felt that traffic safety (including motorist, pedestrian, and bicyclist safety) was **VERY IMPORTANT** to the well-being of Rio Dell.

What are your biggest traffic safety concerns? (Please rank from Most (1) to Least Concerning (5)).



- Speeding and Driving under the Influence were the top two traffic safety concerns among those surveyed.

What motorist safety concerns do you have in Rio Dell and where?

- Speeding and poor visibility at intersections around the City were noted as the leading concerns for motorists. Narrow streets and excess vehicle street parking around intersections were specifically mentioned.

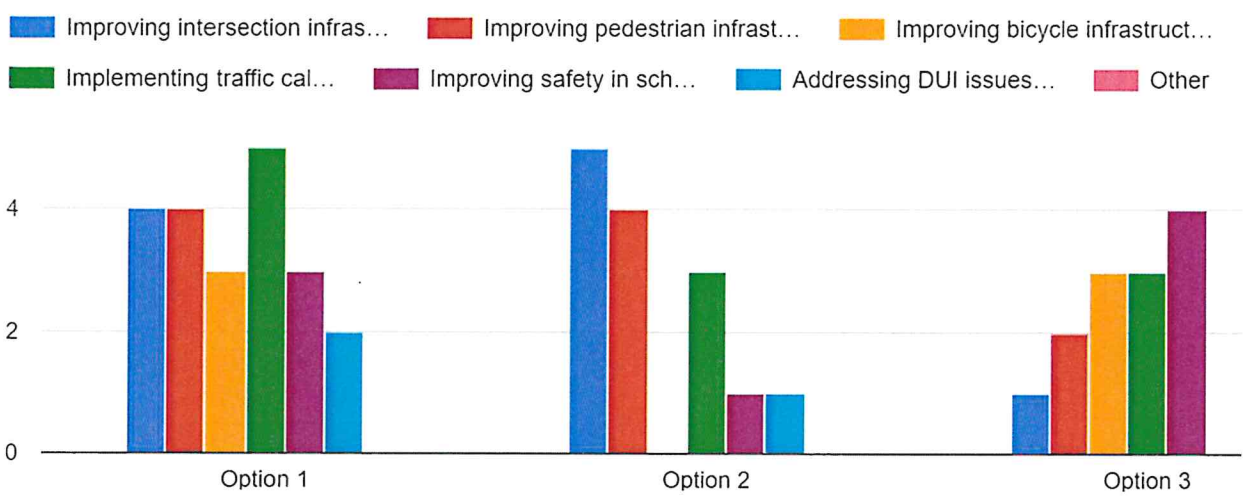
What pedestrian safety concerns do you have in Rio Dell and where?

- Poor visibility around pedestrian crossings and loose dogs around town were among the comments of those most concerned with pedestrian safety issues in Rio Dell mentioned.

What bicycle safety concerns do you have in Rio Dell and where?

- Speeding vehicles and narrow or obstructed road shoulders were concerns for bicyclist safety around the City of Rio Dell.

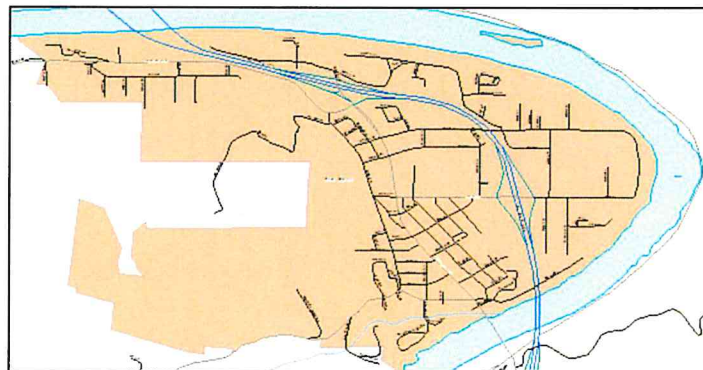
Which of the following safety measures are most important to you? (Select up to three)



- Improving intersection infrastructure, pedestrian infrastructure, and implementing traffic calming measures were the most important safety measures to address from the survey results.

Please provide the street(s) or intersection(s) of concern in the City of Rio Dell with regard to motorist, pedestrian, and bicycle safety.

- Top areas of concern included:
 - Wildwood Avenue
 - Belleview Avenue
 - Painter Street
 - Davis Street
 - Pacific Avenue



Priority and Integration of Strategies

Safety projects and strategies were identified for the Local Road Safety Plan through coordination and feedback from the City of Rio Dell, the LRSP working group, and public outreach. This LRSP will reference specific location engineering projects and systemic safety applications.

Engineering Strategies

The HSIP program offers grant funding for engineering countermeasures. Priority intersections and segment locations were determined based on the collision analysis and relative severity, public comments, and City feedback and recommendations. Further safety analysis refining collision data and subsequent safety projects should be conducted prior to applying to HSIP Cycle 11.

Countermeasures were evaluated and prioritized based on various factors including cost ratios as prescribed in Caltrans Local Road Safety Manual (LRSM). The benefit value of a crash is the expected reduction in crashes with the countermeasures and the associated costs with the crash. Caltrans uses 5 years of observed crash history in estimating future expected crashes. Benefits in reduction of cost can include savings to emergency response, medical costs, and property damage. The cost associated with a project is based on planning level estimates, construction cost estimates, planning and environmental costs, and costs associated with the right of way and utilities.

Rio Dell's priority intersections and segment locations were determined based on the collision analysis, relative severity, public comments, and City feedback and recommendations.

Challenge Areas

Based on the SHSP and LRSP working group, the LRSP identified the following challenge or focus areas

- Intersections - Projects were recognized to address collision safety and severity at accident-prone intersections.
- Pedestrians - Offer accommodations to include crossing enhancements and visibility of pedestrians on the sidewalk and roadways.
- Bicyclists - Offer accommodations to include crossing enhancements and visibility of bicyclists on the roadways.
- Speed Management / Aggressive Driving – Engineering and enforcement strategies were identified for intersections and segments of roadway where the issues are most apparent.

- Impaired Driving – Increase DUI enforcement through checkpoints and public education.

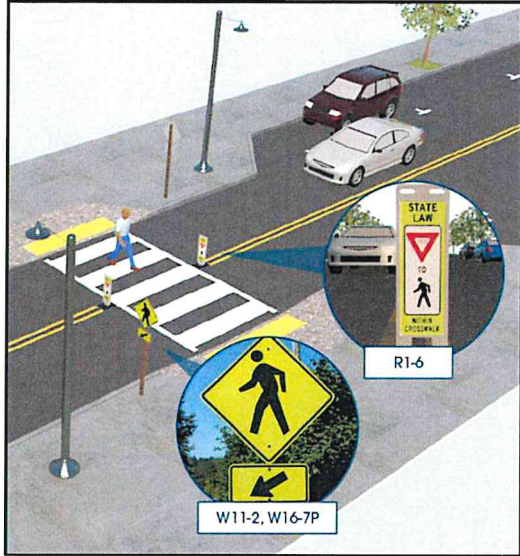
City Intersection Projects:

The location and characteristics of the priority intersections are shown below.

Primary Road	Secondary Road	Top Violation Category	Injuries	DUI
Wildwood Avenue	Eeloa Avenue	-DUI, -Unknown	2	1
Wildwood Avenue	Dixie Street	-Lane Change Violation -Unsafe starting/backing	1	0
Wildwood Avenue	Davis Street	-Failure to Yield -Unsafe Speed	2	0
Wildwood Avenue	Monument Road	-Failure to Yield -Unsafe Speed	1	0
Monument Road	Pacific Avenue	-Unsafe lane change -Unsafe starting/backing	1	0
Berkeley Street	First Avenue	-Unsafe speed -Unsafe starting/backing	0	0
Eeloa Avenue	Fern Street	-Lane weaving	1	0

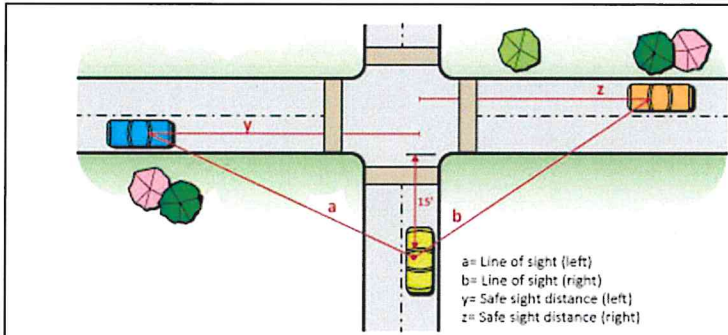
The recommended countermeasures for these locations are shown in the following table.

Intersection	Challenge Area	Recommended Countermeasure
Wildwood Ave/Eeloa Ave	<i>-Intersections -Pedestrians, Bicyclists</i>	- Upgraded pedestrian crossing (flashing lights, etc.) -Improve sight distance to the intersection
Wildwood Ave./Dixie St.	<i>-Intersections -Pedestrians, Bicyclists</i>	-Upgraded pedestrian crossing (flashing lights, etc.) -Improve sight distance to the intersection
Wildwood Ave./Davis St.	<i>-Intersections -Pedestrians, Bicyclists</i>	- Evaluate intersection conversions to all-way stop control. -Upgraded pedestrian crossing (flashing lights, etc.) - Evaluate converting the intersection to a roundabout
Wildwood Ave./Monument Road	<i>-Intersections -Pedestrians, Bicyclists</i>	-Evaluate intersection conversions to all-way stop control. -Evaluate converting the intersection to a roundabout -Improve sight distance to the intersection -Upgraded pedestrian crossing (flashing lights, etc.)
Monument Road/ Pacific Ave	<i>-Intersections -Pedestrians, Bicyclists</i>	-Upgraded pedestrian crossing (flashing lights, etc.) -Improve sight distance to the intersection
Berkeley St./ First Ave.	<i>-Intersections -Pedestrians, Bicyclists</i>	-Upgraded pedestrian crossing (flashing lights, etc.) -Improve sight distance to the intersection
Eeloa Ave./Fern St.	<i>-Intersections -Pedestrians, Bicyclists</i>	-Improve sight distance to the intersection

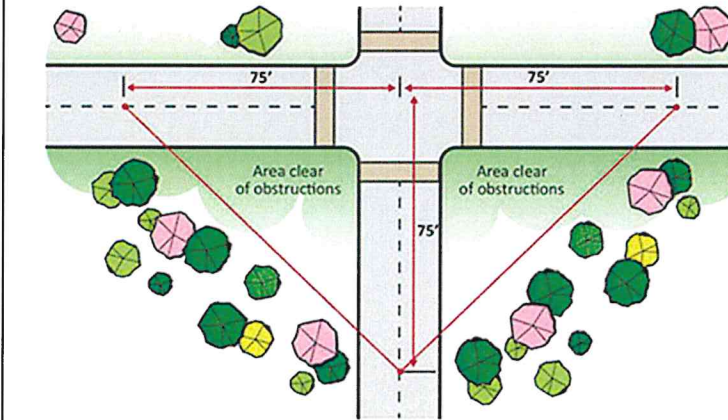


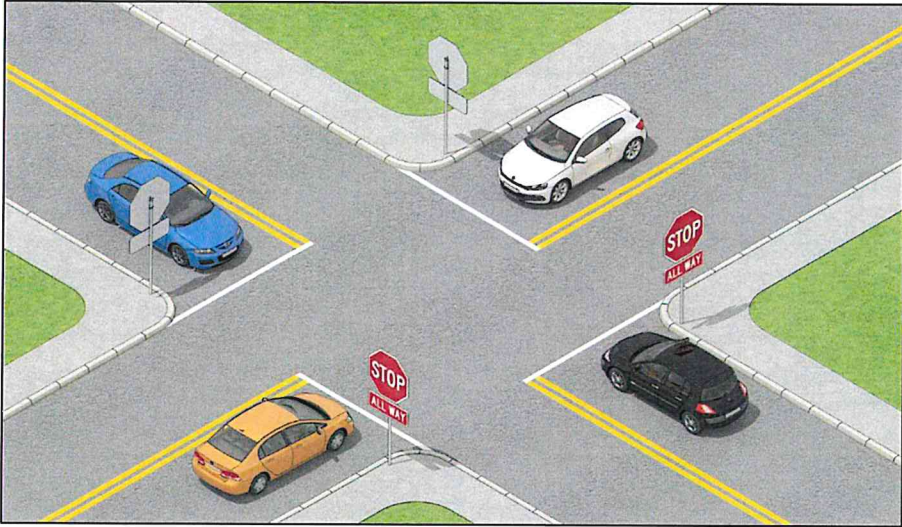
- Upgraded Pedestrian Crossing:**
- Wildwood Ave./Eeloa Ave.
 - Wildwood Ave./ Dixie St.
 - Wildwood Ave./Davis St.
 - Wildwood Ave./Monument Road
 - Monument Road/Pacific Ave.
 - Berkeley St. First Ave.
 - Eeloa Ave./ Fern St.

- Improved sight distance:**
- Wildwood Avenue / Eeloa Avenue
 - Wildwood Avenue / Dixie Street
 - Wildwood Ave./Monument Road
 - Monument Road/Pacific Ave.
 - Berkeley St. First Ave.
 - Eeloa Ave./ Fern St.



Intersection Sight Triangle





Evaluate intersection conversions to all-way stop control:

- Wildwood Avenue / Davis Street
- Wildwood Avenue / Monument Road



Evaluate converting the intersection to a roundabout:

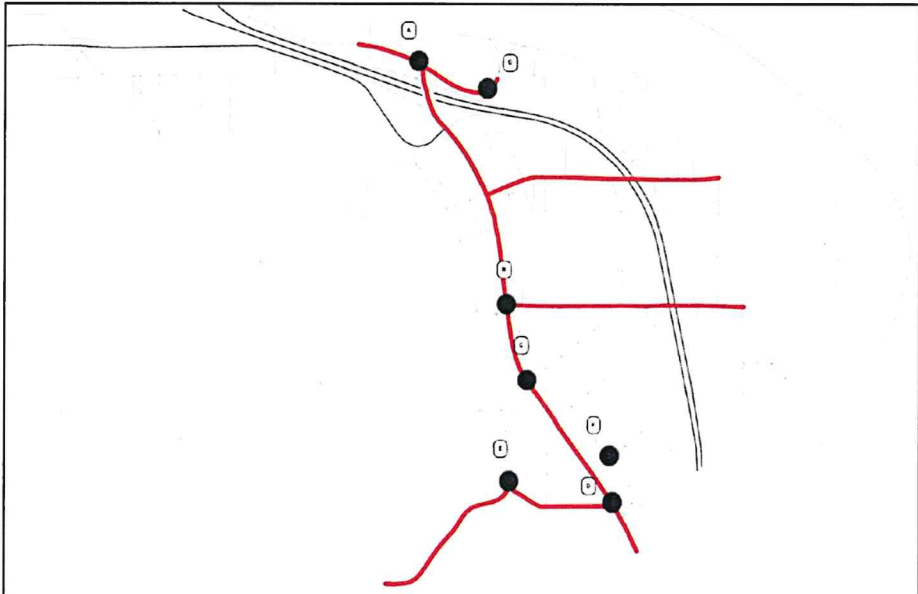
- Wildwood Avenue / Monument Road

City Corridor Projects

The data pool consists of 84 accident profiles which included 2 major injuries and 9 minor injuries with information gathered over a 5-year period (2016-2021). An analysis of roadway collisions is included in the map below:



As part of the Safety Data Analysis using traffic accident data, several key collision locations and corridors were identified. These locations were determined based on accident frequency, minor and major injuries, and primary collision factors.



Priority Segments:

- Wildwood Avenue from Eeloa Avenue to the Eagle Prairie Bridge
- Monument Road, from Wildwood Avenue up to the City limits
- Davis Street, from Wildwood Avenue to Gunnerson Lane
- Painter Street, Wildwood Avenue to Rigby Avenue
- Eeloa Avenue, from North Pacific to Riverside Drive

Priority segments for the City of Rio Dell along with their crash characteristics are shown in the table below:

Primary Road	Limits	Top Violation Category	Injuries	DUI
Wildwood Avenue	Eeloa Ave. – Eagle Prairie Bridge	<i>-Unsafe Speed -Failure to Yield at the Intersection</i>	7	2
Monument Road	Wildwood Avenue – City Limits	<i>-Unsafe Starting or Backing -Unsafe Lane Change</i>	2	1
Davis Street	Wildwood Avenue – Gunnerson Lane	<i>-Unsafe Lane Change -Failure to Yield at the Intersection</i>	2	1
Painter Street	Wildwood Avenue – Rigby Avenue	<i>-Unsafe Speed</i>	1	0
Eeloa Avenue	North Pacific – Riverside Drive	<i>-Lane Weaving -Unsafe Starting / Backing</i>	3	1

The recommended countermeasures for these corridors are shown in the following table.

Corridor (Primary Road)	Challenge Area	Recommended Countermeasure
Wildwood Avenue	<ul style="list-style-type: none"> -Pedestrians, Bicyclists -Speed Management/ Aggressive Driving -Impaired Driving 	<ul style="list-style-type: none"> -Add segment lighting -Refresh bike lane striping -Increase DUI enforcement -Install edge-line reflectors. -Radar Signs
Monument Road	<ul style="list-style-type: none"> -Pedestrians, Bicyclists -Speed Management/ Aggressive Driving -Impaired Driving 	<ul style="list-style-type: none"> -Add segment lighting -Install bike lanes -Complete sidewalk infill -Install/refresh edge and centerlines -Install edge-line reflectors.
Davis Street	<ul style="list-style-type: none"> -Pedestrians, Bicyclists -Speed Management/ Aggressive Driving -Impaired Driving 	<ul style="list-style-type: none"> -Install no passing line -Install/refresh edge and centerlines -Add segment lighting -Install edge-line reflectors. -Install additional bike lanes -Radar Signs
Painter Street	<ul style="list-style-type: none"> -Pedestrians, Bicyclists -Speed Management/ Aggressive Driving -Impaired Driving 	<ul style="list-style-type: none"> -Install/refresh edge and centerlines -Add segment lighting -Install edge line reflectors. -Complete sidewalk infill -Install bike lanes -Radar Signs
Eeloa Avenue	<ul style="list-style-type: none"> -Pedestrians, Bicyclists -Speed Management/ Aggressive Driving -Impaired Driving 	<ul style="list-style-type: none"> - Install/refresh edge and centerlines -Add segment lighting -Install edge line reflectors. -Complete sidewalk infill -Install additional bike lanes



Add Segment Lighting:

- All corridors

Install Bike Lanes:

- Monument Road
- Davis Street
- Painter Street
- Eeloa Avenue

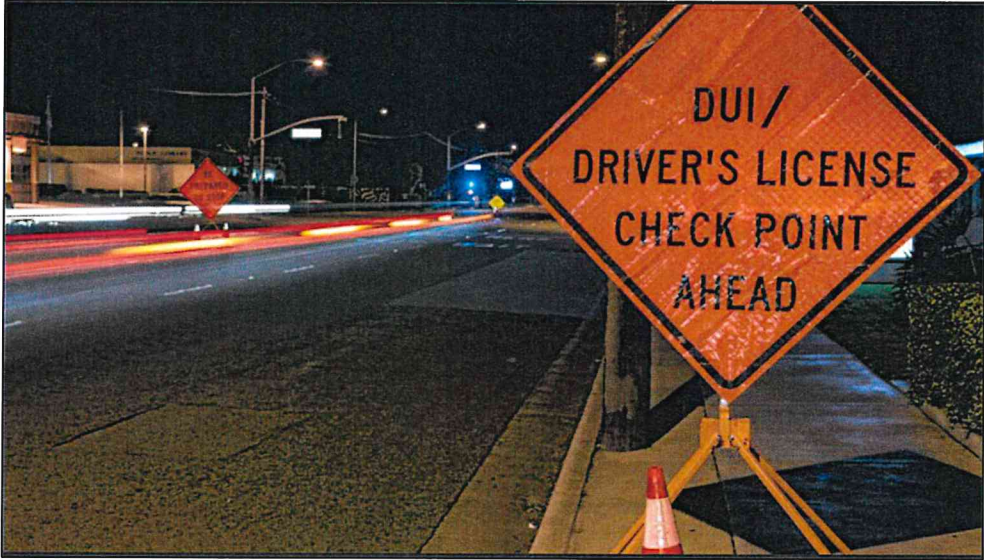


Install/refresh edge and centerlines:

- All corridors



- Complete Sidewalk Infill:**
- Monument Avenue
 - Davis Street
 - Painter Street
 - Eeloa Avenue



- Increase DUI enforcement:**
- All corridors
 - Checkpoint on Wildwood Avenue

Systemic Safety Countermeasures

Employing a systemic analysis allows the City to leverage a proactive safety approach that focuses on **evaluating an entire roadway** network using a defined set of criteria reliant upon context rather than the raw number of crashes alone. Identifying profiles is part of a systemic process to proactively identify locations that have similar contexts but may have experienced few collisions to date. Caltrans' Local Road Safety Manual recommends agencies utilize a comprehensive plan that includes systemic and priority segments in the development of the LRSP.

Results of the public survey and observations around the City of Rio Dell revealed that many sections of town do not have sidewalks or edge lines painted on the roadway. It is recommended that the City continue to invest in sidewalk infill, especially in areas with higher pedestrian volumes along with painting the edge lines or creating bike lanes.

Non-Engineering Strategies

The LRSP utilizes a comprehensive approach to safety incorporating the “5 E’s of traffic safety”: Engineering, Enforcement, Education, Emerging Technologies, and Emergency Response. This approach recognizes that not all locations can be addressed solely by infrastructure improvements. Incorporating the 5 E’s of traffic safety is often required to ensure the successful implementation of significant safety improvements and reduce the severity and frequency of collisions throughout a jurisdiction. Some of the common violation types that may require a comprehensive approach are speeding, failure to yield to pedestrians, aggressive driving, failure to wear safety belts, distracted driving, and driving while impaired. When locations are identified as having these types of violations, coordination with law enforcement agencies is needed to arrange visible targeted enforcement to reduce the potential for future driving violations and related crashes and injuries. To improve safety, education efforts can be used to supplement enforcement and improve the efficiency of each strategy. Education can also be employed in the short term to address high crash locations until the recommended infrastructure project can be implemented. Similarly, Emergency Response entails strategies around supporting organizations that provide rapid response and care when responding to collisions causing injury, by stabilizing victims and transporting them to medical facilities.

Implementation and Evaluation

This section describes the steps the City may take to evaluate the success of this plan and the steps needed to update the plan in the future. The LRSP is a guidance document and requires periodic updates to assess its efficacy and re-evaluate potential solutions. This document was developed based on community needs, stakeholder input, and collision analysis conducted to identify priority emphasis areas throughout Rio Dell. The implementation of strategies under each emphasis area would aim to reduce injury-related collisions in the coming years.

Implementation

The LRSP document provides engineering, education, enforcement, and emergency medical service-related countermeasures that can be implemented throughout the City working towards the goal of zero fatalities and severe injuries. It is recommended that the City of Rio Dell implement the selected projects in high-collision locations in coordination with other projects proposed for the City’s infrastructure development in their future Capital Improvement Plans. After implementing countermeasures, the performance measures for each emphasis area should be evaluated annually. The most important measure of success of the LRSP should be reducing fatal or severe collisions throughout the City of Rio Dell. If the number of collisions does not decrease over time, then the emphasis areas and countermeasures should be reevaluated. Funding is a critical component of implementing any safety project. While the HSIP program is a common source of funding for safety projects, other funding sources should be pursued for such projects, if available.

Monitoring and Evaluation

For the success of the LRSP, it is crucial to monitor and evaluate the five E-strategies continuously. Monitoring and evaluation help provide accountability ensures the effectiveness of the countermeasures for each emphasis area, and help make decisions on the need for new strategies. The process would help the City make informed decisions regarding the implementation plan’s progress and accordingly, update the goals and objectives of the plan. After implementing countermeasures, the strategies should be evaluated annually as per their performance measures. The evaluation should be recorded in a before-after study to validate the effectiveness of each countermeasure. Evaluation should be conducted during similar time periods and durations each year. The most important measure of success of the LRSP should be a reduction in fatal or severe injury collisions throughout the City. If the number of collisions doesn’t decrease initially, then the countermeasures should be re-evaluated. The effectiveness of the countermeasures should be compared to the goals for each emphasis area.

LRSP Update

The LRSP is a guidance document and is recommended to be updated every two to five years after adoption. After monitoring performance measures focused on the status and progress of the E's strategies in each emphasis area, the next LRSP update can be tailored to resolve any continuing safety problems. An annual stakeholder meeting with the safety partners is also recommended to discuss the progress for each emphasis area and oversee the implementation plan. The document should then be updated as per the latest collision data, emerging trends, and the E's strategies' progress and implementation.

Appendix A:

Stakeholder Input

Motorist Safety Concerns

- The speeding on the main street and the kids riding dirt bikes on paved streets.
- The speed of people going up Monument Road.
- Poor road condition that could damage suspension, tires, and wheels.
- Speeding...on side streets
- Visibility (too many parked cars on narrow roads) and speeding
- Rio Dell has numerous intersections with very poor visibility. These include Dixie at Wildwood, Monument at Pacific and Monument/Edwards at Wildwood. These issues are the result of slope and angle. They could be mitigated to some extent by painting the curbs red to prevent vehicles from further hindering visibility. However, this tactic would not appeal to many as limited parking is also a major issue. Balancing the two is one of the issues inherent in any planning study. Another major issue is the narrowness of the Avenues. In many cases, it is not possible to for two cars to pass each other unless one pulls to the curb and stops. This results in numerous minor accidents as cars try to navigate the narrow streets. Especially problematic are the 100-300 blocks of First Avenue. These hazards could also be mitigated to some extent by reducing parking. However, many of the residences in this area have limited to no off-street parking and the City would need to find an alternative that would be agreeable to the residents.
- Parking and speeding. Parking issue mainly on the avenues and intersections.
- Speeding on Wildwood
- road width in Avenues, for safety personnel. parking on side of roads and blocking line of sight.
- Poorly lit and steep intersection at painter and wildwood.
- Speeding on Painter Street and rolling through the stop sign at the intersection of Painter Street onto Wildwood Avenue. I see this a lot.
- Intersection blocked by parked vehicles: Gunnerson at Hilltop
- Speeding on Davis St. east of the overpass and speeding on Gunnerson Lane. A stop sign at Hilltop and Gunnerson Ln. is needed. Parked vehicles at the corner of Hilltop and Gunnerson block visibility and fire hydrant access. The PD could be MUCH more aggressive targeting unlawful driving. How about some of those radar signs to alert people to their speed?
- Drivers drive to fast . Worried for. my children & other peoples children on bikes .

Pedestrian Safety Concerns

Parking around crosswalks makes it hard to see pedestrians before they step into the street.
All the loose dogs around Wildwood and the surrounding streets -- feels unsafe to take our (leashed) dogs on a walk.

people driving too fast on all the streets, but especially when kids are going to and from school.

Pedestrian crossings are poorly lit.

All over town

DOGS, They R either too close to 'sidewalks', inciting fear/danger, or loose. All over town!!

Most of the pedestrian involved accidents are the result of driver's not paying attention to the conditions around them. I am unaware of a real fix for this issue.

Pedestrians not looking before walking into the roadway and not using crosswalks.

Dark at night, difficult to see pedestrians in cross walk.

dark cross walks.

Lack of sidewalks on painter

Davis at Ireland 0730-0800 weekdays, speeding motorists, students crossing Davis

Speeding and intoxicated/distracted drivers. Vehicles parked too close to intersections block visibility of traffic about to enter from that side street.

On orchard they drive to fast around the corner & on pacific ave & monument

Bicycle Safety Concerns

Most don't seem to understand the rules of the road.

Not a safe area for them near the freeway entrances.

Road shoulders and bike lines are littered with debris impairing movement.

All over town

There is nowhere safe to bike or walk here in RioDell

Most of the bicycle related accidents in Rio Dell have been the fault of the cyclist. At least two of these involved riders under the age of 18. There is probably a place for a safety fair held at the school. These have occurred in the past, but Covid killed off any thoughts of holding another in the last couple of years. When the cyclist is not at fault, the primary cause of bicycle/vehicle accidents is the driver not paying attention and/or not understanding bicycle dynamics. I am not sure there is a proactive cure for this, at least until more and more people start riding bicycles and they become the norm rather than an occasional occurrence.

Paying attention to vehicles before crossing an intersection.

Speeding along Wildwood

bad roads and speeding drivers.

N/a

Avenues area, narrow streets, loose dogs

Speeding and intoxicated/distracted drivers. Any way to make the bicycle lane on the bridge to Scotia a little wider and more noticeable?

All over town

Rio Dell Streets / Intersections of Concern

Wildwood, Davis, Painter, Pacific, Belleview, Center and Monument

Wildwood

2nd Avenue

Ogle Avenue, Belleview-Wildwood Ave intersection

Wildwood and Cedar

Pacific Ave

Answered above.

Wildwood, 1st Avenue, 2nd Avenue, 3rd Avenue, 4th Avenue, Eeloa, Monument, Davis, Dixie, Edwards/Wildwood, Painter, Riverside

Elko and Wildwood, lights for crosswalk

Intersection of Painter and wildwood

Painter Street; Wildwood Avenue

I think there should be a stop sign on Hilltop at Gunnerson due to blind intersection (parked vehicles blocking visibility).

Davis St. and Gunnerson Lane

Appendix B:

Collision Data

2021 Traffic Accident Report

2021 Traffic Accident Report

Case #	Date	Time	Location	Minor Injuries	Major Injuries	Fatal Injuries	DUI	Violation
175	3/26/2021	12:55	700 Ireland Ave	0	0	0	No	CVC22106:Unsafe starting or backing
188	3/30/2021	8:34	Center St / Chase Ave	0	0	0	No	CVC22107: Unsafe lane change
210	4/6/2021	0:00	441 3rd Ave	0	0	0	No	CVC21650: Right hand lane violation
212	4/8/2021	19:00	200 Block Wildwood	1	0	0	No	CVC21950: Failure to yield to pedestrian
228	4/17/2021	19:50	Rigby Ave / Painter Street	0	0	0	No	CVC21650: Right hand lane violation
231	4/18/2021	1:29	87 Berkeley Street	0	0	0	No	CVC22350: Unsafe Speed
233	4/18/2021	18:30	Bellview / Wildwood	0	0	0	No	CVC22106:Unsafe starting or backing
244	4/24/2021	20:18	315 Wildwood Ave	0	0	0	No	CVC21804(a): Failure to yield when exiting an alley or driveway
250	4/26/2021	11:30	675 Wildwood Ave	0	0	0	No	CVC21650: Right hand lane violation
264	5/4/2021	10:00	541 Wildwood Ave	0	0	0	No	CVC22106:Unsafe starting or backing
279	5/11/2021	15:18	1000 Riverside Drive	0	0	0	No	CVC21800 C : Failure to yield at stop sign
299	5/22/2021	22:51	209 Ogle Ave	0	0	0	No	CVC22106:Unsafe starting or backing
300	5/23/2021	6:00	233 Cherry Lane	0	0	0	No	CVC22106:Unsafe starting or backing
357	6/14/2021	11:25	Painter	0	0	0	No	CVC22350: Unsafe Speed
371	6/23/2021	19:30	675 Wildwood Ave	0	0	0	No	CVC22106:Unsafe starting or backing
378	6/26/2021	1:50	1241 Eeloa Ave	0	1	0	No	Unknown
456	8/10/2021	1:17	117 Meadow Bridge	0	0	0	No	CVC21650: Right hand lane violation
458	8/12/2021	22:30	94 Painter Street	0	0	0	No	CVC22350: Unsafe Speed
483	8/24/2021	15:40	Eeloa Ave / Fern Street	1	0	0	No	CVC21658(a): Lane Weaving
500	9/4/2021	14:49	582 Wildwood Ave	0	0	0	No	CVC22107: Unsafe lane change
555	9/29/2021	0:00	922 Hilda Court	0	0	0	No	Unknown
645	11/6/2021	20:22	Orchard St / Pacific	1	0	0	No	CVC22107: Unsafe lane change
741	12/29/2021	15:37	75 Wildwood Avenue	0	0	0	No	Unknown

2020 Traffic Accident Report

2020 Traffic Accident Report

Case #	Date	Time	Location	Minor Injuries	Major Injuries	Fatal Injuries	DUI	Violation
026	1/8/2020	9:00	100 Block Wildwood	0	0	0	Unknown	CVC22350: Unsafe Speed
124	4/3/2020	13:55	72 First Ave	0	0	0	Unknown	CVC22350: Unsafe Speed
155	4/24/2020	11:55	582 Wildwood	0	0	0	Unknown	CVC22106:Unsafe starting or backing
228	5/29/2020	23:07	364 Center Street	0	0	0	Unknown	CVC22106:Unsafe starting or backing
242	6/9/2020	10:00	400 Northwestern Ave	Unknown	0	0	Unknown	CVC22350: Unsafe Speed
295	7/4/2020	0:02	70 Wildwood Ave	0	0	0	Unknown	CVC22106:Unsafe starting or backing
351	8/2/2020	19:24	87 Berkeley Street	0	0	0	No	CVC22106:Unsafe starting or backing
365	8/13/2020	14:34	75 Wildwood Ave	1	0	0	No	CVC21950(a): Failure to yield to pedestrian at crosswalk
460	9/30/2020	14:36	541 Wildwood Ave	1	0	0	No	CVC21650: Right hand lane violation
461	9/30/2020	17:50	33 Monument	0	0	0	Unknown	CVC22106:Unsafe starting or backing
492	10/17/2020	19:29	435 Davis	0	0	0	Yes	CVC22107: Unsafe lane change
503	10/24/2020	12:43	45 Davis	0	0	0	Unknown	Unknown
521	10/29/2020	12:05	290 Willow	0	0	0	Unknown	Unknown
548	11/11/2020	23:38	233 Ogle	0	0	0	Yes	CVC22107: Unsafe lane change
560	11/17/2020	6:53	500 Block Wildwood	0	0	0	No	CVC21650: Right hand lane violation
608	12/18/2020	16:00	185 Wildwood Ave	0	0	0	Unknown	CVC22106:Unsafe starting or backing

2019 Traffic Accident Report

2019 Traffic Accident Report

Case #	Date	Time	Location	Minor Injuries	Major Injuries	Fatal Injuries	DUI	Violation
001	1/1/2019	17:05	385 3rd Ave	0	0	0	Unknown	CVC22350: Unsafe Speed
027	1/21/2019	0:00	Ireland	0	0	0	Unknown	Unknown
035	1/29/2019	1:00	1st Ave	0	0	0	No	CVC22106:Unsafe starting or backing
077	2/22/2019	19:20	Redwood Ave	0	0	0	No	CVC22106:Unsafe starting or backing
148	4/7/2019	20:24	Eeloa / N. Pacific Ave	0	0	0	Unknown	CVC22106:Unsafe starting or backing
240	6/4/2019	21:25	Belleview / Spring	0	0	0	No	CVC22107: Unsafe lane change
374	8/20/2019	10:44	Wildwood / Elko	0	0	0	No	Unknown
454	10/2/2019	22:30	Ogle	0	0	0	No	CVC22106:Unsafe starting or backing
493	10/28/2019	8:25	Center St / Middle School	0	0	0	No	CVC21804: Failure to yield when exiting an alley or driveway
532	11/21/2019	15:40	Wildwood / Monument	0	0	0	No	CVC21802(a): Failure to yield at intersection

2018 Traffic Accident Report

2018 Traffic Accident Report

Case #	Date	Time	Location	Minor Injuries	Major Injuries	Fatal Injuries	DUI	Violation
007	1/5/2018	0:00	Wildwood / City Lot	0	0	0	No	CVC22107: Unsafe lane change
075	2/26/2018	11:20	Pacific	0	0	0	No	CVC22106:Unsafe starting or backing
117	3/28/2018	17:55	100 Monument Road	1	0	0	Yes	CVC23152(b): DUI
126	4/2/2018	17:01	582 Wildwood Ave	0	0	0	No	CVC20002: Misdemeanor Hit and Run
152	4/14/2018	9:00	Davis / Hwy 101 Ramp	0	0	0	Unknown	Unknown
176	4/28/2018	23:10	Martin Dr / Riverside	0	0	0	No	CVC22106:Unsafe starting or backing
209	5/15/2018	14:05	Davis / Dollar General	0	0	0	No	CVC24002: Operating an Unsafe Vehicle
385	8/23/2018	2:51	Belleview Ave	0	0	0	Yes	CVC21658(a): Lane Weaving
469	10/12/2018	8:10	300 Painter	1	0	0	No	CVC21801(a):Failure to yield when making a Left or U-turn
527	12/3/2018	18:40	Pacific	0	0	0	No	Unknown

2017 Traffic Accident Report

2017 Traffic Accident Report

Case #	Date	Time	Location	Minor Injuries	Major Injuries	Fatal Injuries	DUI	Violation
043	1/23/2017	20:32	400 Pacific Ave	0	0	0	No	CVC20002:Misdemeanor Hit and Run
250	5/19/2017	15:30	Wildwood / Davis Street	0	0	0	No	CVC21802(a): Failure to yield at intersection
291	5/28/2017	9:30	Belleview Ave	0	0	0	No	CVC21658(a): Lane Weaving
401	7/30/2017	20:16	Ireland / Davis Street	0	0	0	No	CVC20002:Misdemeanor Hit and Run
415	8/7/2017	19:07	528 1st Street	0	0	0	Yes	CVC23152(e): DUI
431	8/15/2017	2:05	Painter	0	0	0	No	Unknown
553	10/8/2017	17:19	Stream / Ogle	0	0	0	No	Unknown
601	11/10/2017	10:30	400 Dixie Street	0	0	0	No	CVC21658(a): Lane Weaving
600	11/10/2017	6:25	2nd / Dixie	0	0	0	No	CVC21658(a): Lane Weaving
348	12/27/2017	19:50	Sequoia	0	0	0	Yes	CVC23152(a): DUI

2016 Traffic Accident Report

2016 Traffic Accident Report									
Case #	Date	Time	Location	Minor Injuries	Major Injuries	Fatal Injuries	DUI	Violation	
011	1/9/2016	21:35	Davis	0	0	0	No	CVC22107: Unsafe lane change	
093	3/2/2016	13:00	Eeloa	0	0	0	No	CVC20002:Misdemeanor Hit and Run	
104	3/6/2016	13:20	Berkeley / 1st Ave	0	0	0	Unknown	Unknown	
292	6/14/2016	14:30	1016 Riverside Dr	0	0	0	Unknown	CVC21658(a): Lane Weaving	
293	6/14/2016	17:45	Eeloa / Fern St	0	0	0	No	CVC21658(a): Lane Weaving	
295	6/14/2016	20:50	Center / Rigby Ave	0	0	0	Yes	CVC22350: Unsafe Speed	
328	7/3/2016	15:00	Davis / Wildwood Ave	0	1	0	No	CVC22350: Unsafe Speed	
335	7/7/2016	15:20	Davis / Wildwood Ave	1	0	0	No	CVC21802(a): Failure to yield at intersection	
364	7/24/2016	22:01	1st Ave / 100 Elko	0	0	0	Unknown	CVC22450: Running a Stop Sign	
368	7/25/2016	6:00	Belleview / DDS Shin	0	0	0	No	Unknown	
374	7/31/2016	19:00	1241 Eeloa	1	0	0	Yes	CVC23152(a): DUI	
551	10/28/2016	15:40	Painter / Ireland St	0	0	0	No	CVC25250: Flashing Lights on Vehicle	




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



For Meeting of: June 6, 2023

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: May 31, 2023

Subject: Amendments to the City's CDBG Housing Rehabilitation Guidelines to include the use of CalHOME Funds and to expand the program to include rental properties.

Recommendation:

That the City Council:

1. Receive a brief staff presentation regarding the proposed amendments; and
2. Open the public hearing, receive any public input and deliberate; and
4. Approve and adopt Resolution No. 1580-2023 approving amendments to the City's CDBG Housing Rehabilitation Guidelines to include the use of CalHOME Funds and to expand the program to include rental properties.

Background and Discussion

As the Council is aware the County on behalf of the City recently made application to the Department of Housing and Community Development (HCD) for CalHOME owner-occupied and rental rehabilitation grant funds. As such, the City needs to revise our CDBG Housing Rehabilitation Guidelines to include the use of CalHOME Funds and to expand the program to include rental properties.

The amendments to include reference to the CalHOME program is simple. The CDBG and CalHOME programs are very similar. Both programs are intended to assist individual first-time homebuyers through deferred-payment loans for down payment assistance, home rehabilitation, including manufactured homes not on permanent foundations, acquisition and rehabilitation, homebuyer counseling, self-help mortgage assistance, or technical assistance for self-help

homeownership. Just like the CDBG owner-occupied program, all funds are in the form of loans. When the loans are paid in part or full, the funds are used again to help others.

Below, in blue, are some of the more significant recommended changes. Attachment 2 includes the Housing Guidelines with all the suggested amendments.

3) PROPERTY ELIGIBILITY

B) Property Types

1. To be eligible for owner-occupied loans, the housing unit must be the primary residence of income-eligible occupants.
 - a) traditional single-family housing, condominiums, manufactured or mobile homes.
2. To be eligible for rental rehabilitation loans ~~Eligible~~ property types of residences can include:
 - b) multiple housing units, including accessory dwelling units, duplexes, triplexes and fourplexes, where the rehabilitated units are occupied by income eligible occupants.
3. Structures may be detached or attached.

5) FINANCING TERMS

D) Financing Terms for Eligible Owner-Occupied Property

Financing terms are made flexible to allow for maximum affordability.

1. The rehabilitation loan will be financed based on a sliding scale based on household income levels: Extremely Low Income 1%; Very Low Income 2%; Low Income 3%. Interest rate is simple interest deferred for a period up to thirty (30) years or time of sale or transfer.

E) Financing Terms for Eligible Owner-Investor Units

1. Amortized loans with an interest rate of five percent (5%) will be provided to investors with qualified projects. Up to \$60,000 per unit is available. The term of the loan will be a minimum of 15 years but can be extended out to 30 years if the debt service on the property is too high and a lower payment is needed to allow for all necessary repairs to be done or to make the project financially feasible. The investor must produce documentation showing excessive debt on the property to get any changes to the rates and terms. **Owner Occupied Loans will be given priority.**

2. Restrictions on Assisted Units will be enforced using a Rent Limitation Agreement (RLA). All owner investors who elect to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded on the title of the property. This agreement will specify that the assisted units will be occupied by income-qualified low-income tenants for the term of the loan agreement. The agreement will also mandate that in no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule, while the RLA is in effect. All assisted units which must be restricted to use by low-income tenants and have restricted rents, will be monitored annually for compliance with the RLA terms and conditions. Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be instituted. See the specific RLA document for details of restrictions and maximum rents in order to determine project's rental income for the future.

Annually, the program administrator updates the Fair Market Rent (FMR), contacts the property owner and the tenants to ensure that rents are in fact compliant with the FMR requirement. Attachment D of the Program Guidelines includes the Rent Limitation Agreement (RLA). Below are HUD's 2023 Fair Market Rents for Humboldt County.

<u>Unit #</u>	<u>Unit Size (# of Bedrooms)</u>	<u>Monthly Rent</u>		<u>Utility Costs</u>		<u>Total</u>
	<u>Efficiency</u>	<u>\$812</u>	<u>±</u>		<u>≡</u>	
	<u>1 Bedroom</u>	<u>\$907</u>	<u>±</u>		<u>≡</u>	
	<u>2 Bedroom</u>	<u>\$1,183</u>	<u>±</u>		<u>≡</u>	
	<u>3 Bedroom</u>	<u>\$1,681</u>	<u>±</u>		<u>≡</u>	
	<u>4 Bedroom</u>	<u>\$2,015</u>	<u>±</u>		<u>≡</u>	

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily. The program administrator or construction supervisor will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will ensure that each tenant occupied unit under

the program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant occupied unit will have a temporary relocation benefits form completed for them. (See Appendix C). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

1. Tenant receiving temporary relocation shall receive the following:

- a) Increased housing costs (e.g. rent increase, security deposits) and
- b) Payment for moving and related expenses, as follows:
 - 1) Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified.

2. Packing, crating, unpacking, and uncrating of personal property:

- a) Storage of personal property, not to exceed 180 days, unless the grantee determines that a longer period is necessary;
- b) Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- c) Insurance for the replacement value of personal property in connection with the move and necessary storage;
- d) The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- e) Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- f) Any costs of credit checks required to rent the replacement dwelling;
- g) Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
 - 1) Interest on a loan to cover moving expenses; or
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or
 - 4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

The relocation assistance funds come from the program, CDBG or CalHOME, being utilized by the property owner.

Attachment 1: Draft Housing Rehabilitation Guidelines

Attachment 2: Resolution No. 1580-2023.

RESOLUTION NO. 1580-2023



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING THE CITY’S HOUSING REHABILITATION GUIDELINES TO
INCLUDE THE USE OF CALHOME FUNDS AND TO EXPAND THE
PROGRAM TO INCLUDE RENTAL PROPERTIES.**

WHEREAS, the County on behalf of the City recently made application to the Department of Housing and Community Development (HCD) for CalHOME owner-occupied and rental rehabilitation grant funds; and

WHEREAS, the City needs to revise our CDBG Housing Rehabilitation Guidelines to include the use of CalHOME Funds and to expand the program to include rental properties; and

WHEREAS, the City posted Public Notices regarding the public hearing and the changes to the City’s Housing Rehabilitation Guidelines at City Hall, the local library, the community bulletin board downtown, the local Post Office and on the City’s website on May 24th, 2023.

BE IT RESOLVED by the City Council of the City of Rio Dell as follows:

SECTION 1:

The City Council hereby approves amending the City’s Housing rehabilitation Guidelines to include the use of CalHOME Funds and to expand the program to include rental properties.

SECTION 2:

The City Council authorizes any minor, non-substantive revisions necessary to accommodate any changes the Department of Housing and Community Development (HCD) deems necessary.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Rio Dell on June 6, 2023 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. 1579-2023 adopted by the City Council of the City of Rio Dell on April 18, 2023.

Karen Dunham, City Clerk, City of Rio Dell

City Rio Dell



State of California
Community Development Block Grant (CDBG)
and
CalHOME Program

Housing Rehabilitation Program Guidelines

Approved May 16, 2006
Amended July 17, 2012; Resolution No. 1153-2012
City Council Amended and Approved: February 17, 2015
Resolution No. 1255 – 2015

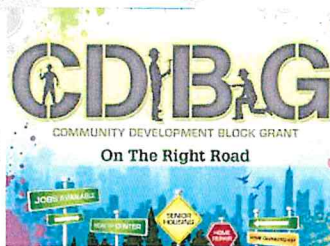


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CITY OF RIO DELL
COMMUNITY DEVELOPMENT BLOCK GRANT and CalHOME
HOUSING REHABILITATION PROGRAM GUIDELINES

The City of Rio Dell Housing Rehabilitation Program, funded by State Community Development Block Grant (CDBG) and CalHome Programs, is designed to expand the supply of decent, safe, sanitary and affordable housing; to correct health and safety hazards in deteriorated housing; and to extend the useful life of existing housing units. Loans and grants are available to achieve cost-effective repairs for low-income owner-occupied homes or for units occupied by low-income tenants of owner-investors jurisdiction wide (within incorporated area) or, for open grants, within specific target areas. The City is hereafter referred to as lender.

1) FAIR HOUSING

This program will be implemented in ways consistent with the Lender's commitment to Fair Housing. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG Investment Partnerships Program funds on the basis of his or her religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (number or ages of children), physical or mental disability, sexual orientation, or other arbitrary cause.

2) INCOME ELIGIBILITY

A) Income Limits

1. In order to be eligible for the CDBG assistance, the cumulative gross annual income(s) (as determined using federal regulations 24 CFR Part 5) for all persons age 18 years and over, occupying the residence must not exceed 80% of the county's median income as published annually by the U.S. Department of Housing and Urban Development (HUD.)
2. The income limits published at the time of loan approval will apply when determining income eligibility. All persons in residence are considered household members for purposes of income eligibility. The current HUD income limits by household size are listed in Attachment A, Table 1.

B) Determining Income for Occupants of Property

1. The applicant must own and occupy the housing unit.
2. Annual household income will be used to determine whether or not a particular household is above or below the published low-income limit. Income is defined as the gross amount, before any deductions have been taken, of income that is

anticipated to be received by all household members during the succeeding twelve-month period.

3. All persons, 18 years of age or more, living in the household are required to provide proof of current income.
4. Income must be verified no earlier than six months from the date the loan is made. If all or part of income is derived from irregular employment or includes earnings from occasional overtime work, such income received during the preceding calendar year will be used as a basis to anticipate income for the upcoming calendar year. See Attachment A for a more detailed description of the existing calendar year income that is included in the calculation of annual income for the Program.

3) PROPERTY ELIGIBILITY

The property must be in need of repair(s), as determined by a Rehabilitation Inspector. The property must be economically feasible for rehabilitation to correct all health and safety hazards.

A) Evidence of Ownership

1. "Ownership" means any of the following interests in residential real property:
 - a.) Fee simple interest
 - b.) 99-year leasehold interest in the property
 - c.) Ownership or membership in a condominium, cooperative or mutual housing project.
2. There cannot be any restrictions or encumbrances that would unduly restrict the good and marketable nature of the ownership interest.

B) Property Types

1. To be eligible [for owner-occupied loans](#), the housing unit must be the primary residence of income-eligible occupants.
 - a) traditional single-family housing, condominiums, manufactured or mobile homes.
2. [To be eligible for rental rehabilitation loans](#) **Eligible** property types of residences can include:
 - b) [multiple housing units, including accessory dwelling units, duplexes, triplexes and fourplexes, where the rehabilitated units are occupied by income eligible occupants.](#)

3. Structures may be detached or attached.

C) Property Location

1. The housing structure must be located within the incorporated city limits of the City of Rio Dell and more specifically within designated target areas for open grants.

D) Environmental Clearance

1. Each one to four unit housing structure must be checked for historic character including conciliation with SHPO, if it is over 50 years old. Each housing project will have a Rehabilitation Environmental Review (RER) Appendix A form (Attachment G) completed and placed in each project file to document compliance with final NEPA review. If the property is found to be in need of reconstruction per Attachment E then an Appendix A is also used. All RER documentation shall go into the project file and be completed prior to loan approval.
2. For any projects which have more than four units on the property or where a structure is being expanded more than 20% of its original foot print, then a Statutory Worksheets must be completed and submitted to the State for review and release of funds for the project.

4) REHABILITATION STANDARDS

A) Rehabilitation Standards

1. Every loan made in this program shall be used to finance rehabilitation that complies with minimum program rehabilitation standards. Rehabilitation standards are incorporated into the scope of work for each rehabilitation project and include minimum grades and standards on materials (for example, carpet shall be at least \$15.00 per yard not including pad and installation). Rehab standards shall also include standards of workmanship and clean up.

These rehabilitation standards are meant to provide a basic level of quality and workmanship and ensure reasonable life of the equipment and work provided to the program participants. When the scope of work for a project includes addressing items which are related to local building codes then those specific items must be done in compliance with applicable local building codes. In some cases there may not be enough equity in the property to make a loan that addresses all the necessary repairs and the program operator will negotiate the scope of work with program participant to prioritize what repairs need to be addressed with the limited funds available. For all projects assisted with CDBG funds the work must be in compliance with the program's rehabilitation standards.

2. In addition, the program requires specific upgrades in all projects where sufficient funds are available. These include:
 - a) upgrade of any fuse-type electrical services or sub-panels;
 - b) GFCI installation at all code-required locations where missing;
 - c) smoke detector upgrade to current Uniform Building Code;
 - d) installation of carbon monoxide detectors when gas fired equipment is present;

3. In cases where the property is out of compliance with the Lender's local ordinances, then the owner is responsible for doing any on site cleanup (removal of junk cars and appliances) or addressing the property's zoning issues or removing illegal units before any work can be done using CDBG funds

B) Lead Hazard Reduction Inspection and Mitigation:

Occupants of units constructed prior to 1978 will receive proper notification of Lead-Base Paint (LBP) hazards and all projects will be subject to implementation of the Federal Lead Based Paint Regulations by the California Department of Housing and Community Development (HCD) in accordance with the most recently published CDBG grant management manual chapter on Lead Paint. Each project will have a lead based paint checklist completed for it. See Attachment G for copy of rehab lead checklist to be included in each project file.

C) Prioritization of Rehabilitation Needs:

1. Health and safety: Examples include correcting plumbing, electrical, structural, mechanical and roof deficiencies, and bedroom additions to resolve overcrowding (Overcrowded conditions will be determined using the guidelines in Attachment F) Lead hazard evaluation and reduction activities will be addressed under health and safety issues.
2. Energy conservation: Examples include adding insulation, reducing air infiltration through window and door replacement, weather-stripping and caulking, and replacing inefficient water heaters, ovens, furnaces, and air conditioning appliances.
3. Extension of useful life: Examples include repairing siding and sheetrock, interior and exterior painting, replacing worn flooring, cabinets, interior doors, gutters, foundation upgrades, retaining walls, and other repairs that can extend the useful life of the property.
4. Converting to current California Building Code (CBC) standards: Examples include moving bathroom access to hallways or off of kitchen; stairs and porch upgrades.

5. Properties constructed prior to 1978 will be required to comply with current Lead Based Paint hazard reduction regulations. The basic requirements include, but are not limited to the following:
 - a) Notification regarding the hazards of Lead Based Paint Poisoning be provided to the occupants of the property.
 - b) Properties constructed prior to 1978 will be required to be inspected for defective paint surfaces
 - c) If defective paint surfaces are found in properties constructed prior to 1978, the surfaces will be properly abated.

D) Reconstruction of Housing Units

The Lender may consider reconstruction of single-family units or mobile homes where health and safety repairs are insufficient to remove the most serious deficiencies, and where the cost of reconstruction is less than rehabilitation. A Test for Reconstruction and supporting documentation must be used to determine eligibility for reconstruction and included in the project file. **See Attachment F for test for reconstruction.**

E) Non-Eligible Improvements

1. General property improvements are typically not eligible. Examples include: landscaping; security systems; television antennas; remodeling (including additions for family rooms, dens, or additional bedrooms when there is no overcrowding), or non-energy efficient improvements. New flooring and interior painting are normally considered to be GPIs unless there is an identified health hazard created by these elements. In cases of reconstructions, front landscaping may be eligible if there are sufficient funds. Most work outside of the eaves of the home are generally not allowed by these programs; however, certain flatwork for required parking or safe access may be considered.
2. CDBG funds may not be used to change the use of a structure (conversion).

5) FINANCING TERMS

A) Maximum Loan Amount

1. In all cases, the maximum CDBG/CalHOME loan amount shall be \$60,000 per housing unit. Maximum loan amounts for reconstruction projects shall be \$100,000. Leveraged funds may be employed to cover costs that exceed these maximum CDBG amounts.

2. The loan amount may include:

- a) construction contract (the accepted bid price for the cost of materials and labor);
- b) construction contingency;
- c) drafting and engineering fees, if any;
- d) appraisal and termite inspection charges;
- e) credit report review fees;
- f) permit fees and related building fees,
- g) site preparation for replacement housing;
- h) escrow, closing and recording fees; title report or flag report, title updates.

CDBG funds may not be used to pay for back property taxes.

3. In order to fully rehabilitate properties with substantial rehabilitation needs, the loan committee will approve, on a case-by-case basis, exceptions to exceed the maximum loan amount when the proposed rehabilitation project is defined as reconstruction or replacement or all work items are health and safety issues.

B) Maximum Loan-to-Value Ratio

The maximum encumbrance will normally be limited to ninety percent (90%) of the property's after-rehabilitation value (determined by after rehab certified appraisal).

C) Loan Security

1. A Deed of Trust and Promissory Note will secure loans.
2. All owners listed on the benefiting property title are required to sign the Deed of Trust, Promissory Note, rehabilitation contract documents, and other related loan documents, whether or not they reside on the property.
3. All Lender loans, which are not in first position on title, will require a Notice of Default to be recorded as part of the transaction.

D) Financing Terms for Eligible Owner-Occupied Property

Financing terms are made flexible to allow for maximum affordability.

1. The rehabilitation loan will be financed based on a sliding scale based on household income levels: Extremely Low Income 1%; Very Low Income 2%; Low Income 3%. Interest rate is simple interest deferred for a period up to thirty (30) years or time of sale or transfer.

E) Financing Terms for Eligible Owner-Investor Units

1. Amortized loans with an interest rate of five percent (5%) will be provided to investors with qualified projects. Up to \$60,000 per unit is available. The term of the loan will be a minimum of 15 years but can be extended out to 30 years if the

debt service on the property is too high and a lower payment is needed to allow for all necessary repairs to be done or to make the project financially feasible. The investor must produce documentation showing excessive debt on the property to get any changes to the rates and terms. *Owner Occupied Loans will be given priority.*

2. Restrictions on Assisted Units will be enforced using a Rent Limitation Agreement (RLA). All owner investors who elect to rehabilitate a rental unit with CDBG financing must sign an RLA, which will be recorded on the title of the property. This agreement will specify that the assisted units will be occupied by income-qualified low-income tenants for the term of the loan agreement. The agreement will also mandate that in no instance shall rents exceed the U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) schedule, while the RLA is in effect. All assisted units which must be restricted to use by low-income tenants and have restricted rents, will be monitored annually for compliance with the RLA terms and conditions. Failure to comply with these terms and conditions will result in the loan becoming due and payable. If necessary, foreclosure proceedings will be instituted. See the specific RLA document for details of restrictions and maximum rents in order to determine project's rental income for the future.

E F) Lead Hazard Evaluation and Reduction Grants

1. Lead Paint Hazard Grants will be provided by the Lender for the cost of lead hazard evaluation and any increased construction costs that are a result of lead hazard reduction activities. Grants for lead hazard evaluation and reduction activities can be used for all approved CDBG projects, regardless of rehabilitation amount. The grant amounts should not exceed the amount of the loan, and will be limited to a maximum of \$5,000 per housing unit.

6) LOAN SERVICING POLICIES AND PROCEDURES

See Attachment E for description of official loan servicing policies and procedures. These policies and procedures include: collection of loan payments, occupancy restrictions and monitoring, changes in title or transfers of title, changes in use, being current on insurance and property tax, default and foreclosure process.

7) USE OF CDBG & CalHOME PROGRAM INCOME

All loan payments received from CDBG loans made by the Lender will be known as CDBG Program Income and will be returned to the Lender for use on CDBG eligible activities (as defined by state and federal regulations).

8) LOAN PAYMENT AND ASSUMPTION POLICIES

The Lender will maintain a financial record-keeping system to record payments and file statements on payment status or may choose to hire a loan payment servicing contractor. See **Attachment D** for full set of loan servicing policies which cover assumptions of loans, subordinations, defaults and foreclosures.

9) LOAN COMMITTEE

A) Committee Composition

1. The loan committee shall consist of the City Manager, Finance Director and Community Development Director. Appeals to the Loan Committee's decision shall be heard by the City Council.

B) Committee Role

1. The Loan Committee will review each application and will make decisions on the loan amount and terms to be utilized.
2. Confidentiality of clients shall be maintained at all times and personal financial records will not be public information.
3. In order to meet the needs of affordable housing in the jurisdiction, the Loan Committee may review program guidelines and make recommendations for future modifications. Any changes made shall be in accordance with CDBG [and CalHOME](#) regulations and be approved by the governing body and the State CDBG [and CalHOME](#) Programs.

C) Review and Revision of CDBG Program Guidelines

In order to meet the needs of affordable housing in the jurisdiction, the city staff and program delivery agent may review program guidelines and make recommendations for future modifications. Any changes made shall be in accordance with CDBG [and CalHOME](#) regulations and be approved by the governing body and the State CDBG [and CalHOME](#) Programs.

D) Conflict of Interest Requirements

In accordance with Title 24, Section 570.611 of the code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG [and CalHOME](#) programs shall directly or indirectly be eligible for this program. Exceptions to this policy can be made only after public disclosure and formal approval by the governing body

10) LOAN APPROVAL AND CONSTRUCTION PROCESS

A) Outreach

1. Community members are informed of the details of the rehabilitation program and

eligibility requirements through area newspapers, advertisements, public meetings, private interviews, program flyers distributed throughout the jurisdiction, and other fair marketing efforts.

2. Written information is provided in English and the primary language of any significant portion of target area residents.
3. Bilingual personnel will conduct or assist with outreach and community meetings, as needed.
4. Pre-qualification and marketing criteria will focus upon income eligibility and rehabilitation needs.

B) Applications/Interview

1. Applications will be accepted until the goals of the program have been met and/or all funds have been committed.
2. Completed applications will be processed on a first-come, first-served basis.
3. When the number of applications exceeds loan funds, the Lender will rank them according to rehabilitation and/or income need. Units with the greatest rehabilitation need will be ranked first. Then, among applicants with similar rehabilitation need, priority will be given to the lowest income households. All ranking will be completed in compliance with Fair Housing Act standards.
4. Program representatives, holds private interviews with families to explain program requirements, documentation, and the rehabilitation processes, and when necessary, to assist in completing the application form. Required signatures are obtained, and the unit's rehabilitation needs are discussed. Additional documents may be obtained through the mail or follow-up visits.

C) Eligibility Determination

1. The program representative carries out income and property eligibility analysis. Elements include ordering a preliminary title report or FLAG report to evidence ownership and existing encumbrances, property value documentation (i.e., property profile, comparable market analysis, appraisal), and reviewing income and credit verifications.
2. The CDBG or CalHOME loan amounts cannot exceed 90% of the after-rehabilitation value of the property. After rehabilitation value will be determined by an appraisal or a market sales analysis from a title company or real estate agent, or by the assessed value as determined by the County Assessor's Office.

D) Initial Inspection / Work Write-Up /Estimate

1. Initial Inspection: When the property and household income eligibility have been determined, the Rehabilitation Inspector inspects the house and prepares a detailed work write up and in-house cost estimate. Costs are determined based upon experience and/or the use of a construction estimation program.
2. The program representative will be responsible for reviewing the work write-up and the cost estimate.
3. A. pre-bid conference Notice is sent out to qualified licensed contractors on the CDBG/[CalHOME](#) program's interested contractor list.
4. The construction management staff conducts a bid walk-through, reviews bids for their completeness, and reviews the results with the family. By comparing the initial in-house estimate to the bids submitted, the cost reasonableness of the project will be determined. After the borrower selects the contractor, a notice of award will be sent out to contractors who submitted bids on the project.

E) Determination of CDBG or [CalHOME](#) Assistance

The determination of CDBG or [CalHOME](#) assistance will be based on: the final construction bid and the eligible loan processing costs, and the amount of equity available in the unit. CDBG or [CalHOME](#) assistance will be determined, as well as other sources of financing available, to assure that adequate funds are available for the necessary repairs and any eligible loan processing charges.

F) Loan Approval

A loan package will be prepared by the program representative that: confirms the applicant and property eligibility; documents the equity in and the encumbrances on the property; lists the loan and construction costs; and includes any other information particular to the case at hand. By preparing a loan package using all the income and property eligibility, the determination of the amount and rates and terms of the CDBG or [CalHOME](#) loan will be outlined for the Lender staff or Loan Committee to review.

G) Document Signing

Upon notice that the Lender has approved the loan, the borrower signs the appropriate loan documentation and the deed is recorded. The Lender will utilize the services of a reputable Title and Escrow Company to assist with the recording of all appropriate legal documents and issuance of title insurance when required.

H) Work Commencement, Interim Inspections and Progress Payments

1. The Program Inspector will schedule a Pre-construction Conference which will include

the selected contractor and the homeowner(s) for the purpose of discussing a variety of topics related to the project as delineated on the conference check list.

2. At the Pre-construction Conference, the homeowner and the contractor sign off on the Pre-construction Conference form and sign the Rehabilitation Construction Contract.
3. The Housing Rehabilitation Inspector issues a Notice to Proceed, with a copy to the local building inspector.
4. The contractor is responsible for securing all necessary building permits.
5. The Finance Director or designee establishes a rehabilitation disbursement record to track all disbursements and change orders.
6. All change orders must be in writing.
7. The Rehabilitation Inspector reconciles all disbursement and change order requests with the interim inspection of work or progress inspections.
8. Construction disbursement or change order funds cannot be released without the signatures of the homeowner and the contractor.
9. Any necessary inspections with the Lender's building department will be coordinated by the contractor and reviewed by the Rehabilitation Inspector.

I) Change Orders

All change orders require the approval of the owner, the contractor (if a contractor is involved) and the construction management staff. Generally, all three parties must sign the change order form prior to commencement of the work proposed in the change order. However, if the Change Order is necessary to complete an ongoing contracted rehabilitation work item (necessary repairs uncovered in the process of contracted work), at least verbal approval by the homeowner should be sought by the contractor prior to continuing work. If the homeowner is not available to approve the repairs, photos of the damage and repairs shall be taken, work may continue and a Change Order delineating the necessary repairs and costs will be prepared and signed by all required parties at the earliest possible time. These repairs should be done on a time and materials basis by the contractor.

J) Work Completion

The Rehabilitation Inspector will conduct a final walk through with the homeowner and selected contractor to address any outstanding items and create a project Punch List. Upon completion of work and a final inspection by the Lender's building inspector, a Notice of Completion is recorded at the County Recorder's Office.

11) EXCEPTIONS/SPECIAL CIRCUMSTANCES

1. Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. For example, if the cost of rehabilitation for critical code deficiencies exceeds 90% of the after-rehabilitation value of the property, the CDBG/[CalHOME](#) Loan Committee can, on a case-by-case basis, approve a higher loan limit. Any exception to these Guidelines must be approved in writing by the California Department of Housing and Community Development.
2. The Lender or its agent may initiate consideration of an exceptional/special circumstance. A report on the situation will be prepared. This report shall contain a narrative, including the staffs recommended course of action and any written or verbal information supplied by the applicant. The Loan Committee shall make a determination of the exceptional/special circumstances request at a regular or special meeting.

12) DISPUTE RESOLUTION/APPEALS PROCEDURE

1. Any person/family applying for a rehabilitation loan through the CDBG [or CalHOME](#) programs has the right to appeal if their application is denied. In addition, during pre-construction, construction or post-construction periods, the applicant/borrower has a similar right to have any disputes heard and resolved.
2. Rehabilitation program representatives are primarily responsible to assure that the program is implemented in compliance with state and federal regulations in a timely and responsible manner. This includes developing accurate and professional files, work write-ups and contract documents. Program representatives attend the meeting between the homeowner and the contractor when the contract documents are signed, and facilitate in the clarification and/or corrections of proposed work so a clear understanding is established between both parties.
3. During and after completion of construction, the contractor's work is monitored for code compliance by the Lender's building inspector and for quality by the homeowner with assistance from the Housing Rehabilitation Inspector as necessary.
4. The contractual obligation for rehabilitation is ultimately between the contractor and the homeowner. If a situation occurs where the two parties are in conflict, the following procedure will occur:
 - Stage 1: Before any intervention occurs, the homeowner or contractor shall communicate perceived problems or complaints directly to the other party. In an attempt to resolve the differences, each will give the other an opportunity to respond or correct the problem.
 - Stage 2: If the Stage 1 attempt fails, the homeowner or contractor may ask the program representative to informally intervene. This intervention might include telephone call(s) to the contractor or homeowner, meeting(s) at the job site or in the office, or other actions as seem appropriate, including such things as the establishment of

written working guidelines, or other post-contractual agreement.

Stage 3: If the program representative is unable to satisfactorily resolve the homeowner-contractor differences, the homeowner, contractor, or program representative, will contact the lender **in writing**, detailing the problem. In cases of building code compliance or questions of construction quality, the building inspector will also be contacted.

5. It must be recognized that the homeowner has other options which they may choose to utilize, including contacting the Contractors State Licensing Board and submitting a complaint.

6. Any controversy between the parties that cannot be settled through the informal intervention process outlined above shall be submitted to binding arbitration. Costs for the arbitration will be borne by the loser, or subject to the terms of the arbitration agreement.

7. The parties shall attempt to agree on a single arbitrator to hear the dispute. If they cannot agree each party shall appoint an arbitrator. If the two arbitrators cannot agree then they shall appoint a third arbitrator whose decision shall be final and binding. The cost of the arbitration shall be borne by the losing party unless the arbitrator otherwise determines.

8. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in force. The parties expressly agree that the arbitration shall be subject to and governed by, the Federal Arbitration Act, Title IX, USC 1 et seq.

13) ANTI-DISPLACEMENT ASSISTANCE POLICY and RELOCATION ASSISTANCE

This program is subject to the "Relocation, Displacement and Acquisition" Amendment of the Housing and Community Development Act of 1977, URA and Section 104(d) of the Housing and Community Development Act of 1974. CDBG and CalHOME rehabilitation projects will not result in involuntary displacement.

A) Temporary Relocation Assistance:

1. Relocation assistance will be provided as set forth in **Attachment B**.

2. Relocation costs will not be part of the loan funds advanced to the borrower, but will be paid as a grant of up to \$500 from the CDBG or CalHOME loan pool.

14) CONTRACTING REQUIREMENTS

A) Role of the Local Government

The Lender is an equal opportunity, fair housing lender, providing affordable financing for housing rehabilitation performed in accordance with the adopted Program Guidelines. **The Lender does not warrant any construction work, or provide any insurance coverage.**

B) Contracting Process

1. Contracting will be done on a competitive bid basis.
2. The homeowner will be the responsible agent, but the local government and/or its agent will prepare and advertise the bid package and assist the owner in negotiating the contract.
3. Only the owner can select the contractor of their choice.

C) Approved Contractors

1. All contractors will be checked with HUD's federally debarred list of contractors; no award will be granted to a contractor on this list.
2. Contractors are required to be licensed with the State of California and be active and in good standing on the Contractor's License Board list.
3. Contractors must also have public liability insurance in the amount of \$1 million and when necessary, Workman's Compensation insurance.
4. Contractors must agree to comply with all CDBG federal and state regulations.

D) Acceptance of Work

1. Progress payments will be made after acceptance of work by the participant and the program operator and signoff of permit items by building inspector. Final payment will be made to the contractor when the building inspector has accepted the work, as evidenced by a final sign-off on the building permit, and items on the final punch list approved by the participant have been completed.
2. At the time of the request for the payment of the final 10% retention, following final sign-off by the building department and completion of any punch list items, the contractor will provide a Notice of Completion signed by the homeowner. The final 10% retention will be held for 35 days after the recordation of the Notice of Completion to ensure that all unconditional liens have cleared.

15) SELF-HELP CONSTRUCTION

1. Property owners may agree to participate in the construction by doing "self-help" rehabilitation to the structure. The approved final work write-up will indicate which tasks the owner will complete. If the project has lead paint hazards, then the participant must provide documentation of One Day Lead-Safe training for each person to be working on the house prior to signing self help contract or starting work. Lead hazard worker certification will not be necessary if the project does not have lead paint (built after 1978 or tested negative for lead paint), or if the project is cleared of lead hazards by a certified lead inspector and work performed by the family will not create additional lead hazards.

2. Participant will only be reimbursed for construction materials used on the project's self help scope of work. No reimbursement will be made for tools or materials/equipment not shown as items listed in the original scope of work.
3. In all cases where the owner agrees to do part of the job himself/herself, a self-help contract will be signed by the owner specifying tasks and completion times. If the work is not completed in a timely manner, then the contractor working on the job will be asked to complete the work through a change order. If the owner does work outside of the approved scope of work, then they will not be eligible for repayment of those costs.
4. The Lender reserves the right to determine whether the work is appropriate for self-help rehabilitation or if the owner is capable of such self-help rehabilitation.

DRAFT

ATTACHMENT A

CITY OF RIO DELL

HOUSING REHABILITATION PROGRAM GUIDELINES

2022 Income Limits

Number of Persons in Household:		1	2	3	4	5	6	7	8
Humboldt County Area Median Income: \$80,300	Acutely Low	8450	9650	10850	12050	13000	14000	14950	15900
	Extremely Low	16350	18700	23030	27750	32470	37190	41910	46630
	Very Low Income	27300	31200	35100	38950	42100	45200	48300	51450
	Low Income	43650	49850	56100	62300	67300	72300	77300	82250
	Median Income	56200	64250	72250	80300	86700	93150	99550	106000
	Moderate Income	67450	77100	86700	96350	104050	111750	119450	127200

- All published limits will be updated annually as new information is provided by HUD.

Income Calculation

Current gross income of all persons over 18 years of age living in the household will be used to project the anticipated income for the household over the next 12 months. This is in accordance with **regulation 24 CFR Part 5** income determination regulations. The following is a list of income that is included in the calculation of annual income for the Program:

1. All wages and salaries, overtime pay, commissions, fees, tips and bonuses, and any other compensation for personal services (before any payroll deductions);
2. Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income; however, an allowance for depreciation of assets used in a business or profession may be deducted in accordance with IRS regulations. Any withdrawal of cash or assets from the business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the household;
3. Interest, dividends, and other net income of any kind from real or personal property. Where the household has Net Family Assets (excluding the value of the family's home) in excess of \$5,000, annual income includes the greater of the actual income derived from the Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
4. All gross periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;

5. Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay, excluding however, lump sum payments under health and accident insurance such as workers' compensation;
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts from any person not residing in the dwelling;
7. All regular pay, special pay, and allowances of a member of the Armed Forces who is head of the household, whether or not he or she is living in the dwelling; and
8. All payments made to, or in benefit of, any member of the household, under the provisions of the Economic Opportunity Act or any other anti-poverty program.

The following are excluded from income calculations under the Program:

1. Income from employment of children under the age of 18 years;
2. Payments received for the care of foster children;
3. Lump sum additions to Family Assets, such as inheritances, insurance payments including payments under health and accident insurance and workers' compensation, capital gains and settlements of personal property losses (but see #5 under the listing of income inclusions above);
4. Amounts received that are specifically for, or in reimbursement of, the cost of medical expenses of any household member;
5. Income of a live-in aide;
6. Amounts of educational scholarships paid directly to the student or school, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, etc. of the student. Any amounts received that are not used for these purposes are to be included as income;
7. The special pay for a household member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under HUD-funded training programs or received under a public assistance program that are specifically for out-of-pocket costs made solely to allow participation in a specific program;
9. Temporary, nonrecurring, or sporadic income; and
10. Lump sum payments of SSI and Social Security benefits, the value of the allotment provided under the Food Stamp Act of 1977

ATTACHMENT B

CITY OF RIO DELL

HOUSING REHABILITATION PROGRAM GUIDELINES

RESIDENTIAL ANTI-DISPLACEMENT AND
TEMPORARY RELOCATION ASSISTANCE PLAN

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the City of Rio Dell with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the City will take to minimize displacement and ensure compliance with all applicable federal and State relocation requirements. The governing body has adopted this plan via a formal resolution at a noticed public hearing.

This Plan will affect all activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the City limits.

The City will provide permanent relocation benefits to all eligible "displaced" households which are permanently displaced by use of federal funds as allowed under the Uniform Relocation Act (URA) and Section 104 (d) (See Section E below.). In addition, the City will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct result of use of federal funds. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All City programs/projects will be implemented in ways consistent with the City's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The City will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of

targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A) Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the City will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
2. Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.
3. Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
4. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
5. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.**

The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead-free entry; or

3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the City believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the City to ensure that the owner occupant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead-based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead-based paint mitigation. When their home is having lead-based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$500, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$500, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$500 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix B**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Temporary Relocation of Residential Tenants:

If continued occupancy during rehabilitation is judged to constitute a substantial danger to health and safety of the tenant or the public, or is otherwise undesirable because of the nature of the project, the tenant may be required to relocate temporarily.

The program administrator or construction supervisor will make determination of the need for temporary relocation. The temporary relocation period will not exceed 180 days. All conditions of temporary relocation will be reasonable. Any tenant required to relocate temporarily will be helped to find another place to live which is safe, sanitary and of comparable value and they have the first right to move back into the original unit being rehabilitated at the same rent or lower. He or she may move in with family and friends and still receive full or partial temporary assistance based on eligible cost incurred. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will ensure that each tenant occupied unit under the program will receive a General Information Notice (GIN) (as soon as possible after a loan application is received) and the tenant will receive a Notice of Non-displacement (after loan approval), and each tenant occupied unit will have a temporary relocation benefits form completed for them. (See Appendix C). These notices will document that each tenant understands what their relocation rights are, and if they must relocate during the course of construction, that they receive the proper counseling and temporary relocation benefits.

1. Tenant receiving temporary relocation shall receive the following:

- a. Increased housing costs (e.g. rent increase, security deposits) and
- b. Payment for moving and related expenses, as follows:
 - 1) Transportation of the displaced persons and personal property within 50 miles, unless the grantee determines that farther relocation is justified.

2. Packing, crating, unpacking, and uncrating of personal property:

- a) Storage of personal property, not to exceed 180 days, unless the grantee determines that a longer period is necessary;
- b) Disconnection, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property;
- c) Insurance for the replacement value of personal property in connection with the move and necessary storage;
- d) The replacement value of property lost, stolen or damaged in the process of moving (not through the fault of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available;
- e) Reasonable and necessary costs of security deposits required to rent the replacement dwelling;
- f) Any costs of credit checks required to rent the replacement dwelling;
- g) Other moving related expenses as the grantee determines to be reasonable and necessary, except the following ineligible expenses:
- h)
 - 1) Interest on a loan to cover moving expenses
 - 2) Personal injury; or
 - 3) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Grantee; or

4) Costs for storage of personal property on real property already owned or leased by the displaced person before the initiation of negotiations.

E. Rehabilitation Activities Requiring Permanent Displacement

The City rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with City legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

F. Rehabilitation Which Triggers Replacement Housing

If the City rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the City is required to replace those lost units. An example of this would be a duplex unit which is converted into a single-family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the City must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the City to provide funds for an activity that will directly result in such demolition or conversion, the City will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;

6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Grant's Coordinator at the City is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The City is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in CFR Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

G. Record Keeping and Relocation Disclosures/Notifications

The City will maintain records of occupants of Federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with CFR Section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below are only for temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. General Information Notice: As soon as feasible when an owner is applying for Federal financing for rehabilitation, reconstruction, or demolition, the owner of a housing unit will be mailed or hand delivered a General Information Notice that the project has been proposed and that the owner will be able to occupy his or her present house upon completion of rehabilitation. The owner will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and he or she will be reimbursed for all reasonable extra expenses. The owner will be cautioned that he or she will not be provided relocation assistance if he or she decides to move for personal reasons. **See Appendix A for sample notice to be delivered**

personally or by certified mail.

2. Notice of Non Displacement: As soon as feasible when the rehabilitation application has been approved, the owner will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The owner will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance. **See Appendix B for sample notice to be delivered personally or by certified mail.**
3. Disclosure of Temporary Relocation Benefits: This form is completed to document that the City is following its adopted temporary relocation plan for owner occupants. **See Appendix C for a copy of the disclosure form.**
4. Other Relocation/Displacement Notices: The above three notices are required for temporary relocation. If the City is attempting to provide permanent displacement benefits then there are a number of other folios which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX A
Occupant Notification

(date)

Dear: _____

On (date), (property owner) submitted an application to the City of Rio Dell for financial assistance to rehabilitate the building which you occupy at (address) .

This notice is to inform you that, if the assistance is provided and the building is rehabilitated, you will not be displaced. Therefore, we urge you not to move anywhere at this time. (If you do elect to move for reasons of your choice, you will not be provided relocation assistance.)

If the application is approved and Federal assistance is provided for the rehabilitation, you will be able to lease and occupy your present apartment (or another suitable, decent, safe and sanitary apartment in the same building) upon completion of the rehabilitation. Of course, you must comply with standard lease terms and conditions.

After the rehabilitation, your initial rent, including the estimated average monthly utility costs, will not exceed the greater of (a) your current rent/average utility costs, or (b) 30 percent of your gross household income. If you must move temporarily so that the rehabilitation can be completed, suitable housing will be made available to you for the temporary period, and you will be reimbursed for all reasonable extra expenses, including all moving costs and any increase in housing costs.

Again, we urge you not to move. If the project is approved, you can be sure that we will make every effort to accommodate your needs. Because Federal assistance would be involved, you would be protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

This letter is important and should be retained. You will be contacted soon. In the meantime, if you have any questions about our plans, please contact (name) , (title) , at (telephone number),

(address)

Sincerely,

(name)

(title)

APPENDIX B
Notice of Non-Displacement

(date)

Dear: _____

On (date), we notified you that the owner of your building had applied for assistance to make extensive repairs to the building. On (date), the owner's request was approved, and the repairs will begin soon.

This is a **Notice of Non-Displacement**. You will not be required to move permanently as a result of the rehabilitation. This notice guarantees you the following:

1. You will be able to lease and occupy your present apartment [or another suitable, decent, safe and sanitary apartment in the same building/complex] upon completion of the rehabilitation. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs will not exceed 30% of the gross income of all adult members of your household. Of course, you must comply with the reasonable terms and conditions of your lease.
2. If you must move temporarily so that the repairs can be completed, you will be reimbursed for all of your extra expenses, including the cost of moving to and from the temporarily occupied unit and any additional housing costs. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.

Since you will have the opportunity to occupy a newly rehabilitated apartment, I urge you not to move. (If you do elect to move for your own reasons, you will not receive any relocation assistance.) We will make every effort to accommodate your needs. Because Federal assistance is involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If you have any questions, please contact (name), (title), at (phone #), (address). Remember, do not move before we have a chance to discuss your eligibility for assistance. This letter is important to you and should be retained.

Sincerely,

(name and title)

TEMPORARY RELOCATION BENEFITS-OCCUPANT ACKNOWLEDGEMENT

Property Address: _____

Owner/Occupied Unit Rental Unit

A representative of the City of Rio Dell Housing Rehabilitation Program has explained the temporary relocation services and entitlements available.

I/we have been advised that the City of Rio Dell Housing Rehabilitation Program will be available to assist me if any questions arise, or as assistance is needed.

Acknowledged:

Occupant Signature Date Occupant Signature Date

This portion to be completed at time of acceptance of Work Write Up by borrower

The Representative for the City of Rio Dell has explained the Work Write Up and Scope of Work for the Rehabilitation Program.

It was determined that the housing unit:

____ Will need to be vacant for all or part of the rehabilitation project
Length of temporary displacement: _____ days

____ Will NOT need to be vacant for all or part of the rehabilitation project

If temporary relocation is necessary, I/We elect to (check all that apply):

- ____ Relocate with friends and family
- ____ Relocate into suitable temporary rental replacement housing
- ____ Relocate furnishings only into suitable temporary storage rental

I/We elect to:

- ____ not use any temporary relocation benefits
- ____ want to use all or partial relocation benefits

By signing, occupant(s) acknowledge receipt of a copy of this form:

Occupant Signature Date Occupant Signature Date

ATTACHMENT C
CITY OF RIO DELL
HOUSING REHABILITATION PROGRAM GUIDELINES

PROGRAM OPTIONS FOR HOUSING REHABILITATION SELF-HELP COMPONENT and
OWNER BUILDER SELF-HELP COMPONENT

Three program options will be available for accomplishing rehabilitation work under the CDBG program: 1) private contractor; 2) contractor/self-help combination; and 3) owner-builder as contractor. NOTE: All applicants who wish to do self-help construction or act as their own contractor on projects built on or before 1978 must provide all the necessary certifications to document that they and their workers are properly trained in working lead based paint.

The City rehabilitation staff must agree to the performance of any work by the owner. The owner/builder option (100% self-help) is restricted to persons with demonstrable experience in the construction trades and with sufficient time available to complete the work.

In the contractor/self-help option, the rehabilitation work is competitively bid, according to the same procedures in the guidelines. The specific tasks the owner wishes to perform are itemized in the Owner Participation Agreement, the Work Write-Up and the accepted bid.

If the self-help participant is unable to complete the sweat equity contribution within the agreed upon schedule, the contractor will be directed to do so and be paid out of the reserved loan amount. If the self-help contribution was a required match, the value of the work not completed becomes a loan with rates and terms set by local program guidelines.

INSTRUCTIONS TO PROPERTY OWNERS
FOR SELF-HELP PARTICIPATION
UNDER THE CDBG HOUSING REHABILITATION PROGRAM

Owners willing and able to do part of the work required to complete the rehabilitation of their homes may substantially reduce the costs of the job. To ensure that a rehabilitation project is completed within a reasonable time and in a quality manner, specific guidelines have been established as follows:

1. Owners shall submit an application to the City of Rio Dell stating their experience, work they intend to perform and the length of time needed to complete the work. All applications will be subject to review and approval by City.
2. The specific rehabilitation tasks to be performed by the owner shall be included and identified in the Work Write-Up and accepted bids. The CDBG loan amount will include all work to be performed, both contract and self-help, to ensure sufficient financing to cover any self-help tasks not completed.

3. Owners shall enter into a written contract with the City that contains terms and conditions under which the work is to be performed.
4. Owners will not be paid for any labor performed by the homeowners themselves or by members of their immediate family.
5. Work performed by persons other than the Owner or members of the immediate family must be included in a separate contract between the Owner and a qualified contractor.
6. Owners are responsible for scheduling and coordinating the rehabilitation work to ensure that it will be successfully completed within the time specified in the Owner Participation Agreement, and without causing delay for the contractor.
7. In cases where the Owner will operate as his/her general contractor, the Owners shall agree to correct all housing code violations and to obtain all necessary permits and inspections. Rehab work performed using the self-help method shall comply with all applicable codes and ordinances of the City. Upon satisfactory completion of the rehabilitation work and building permit sign-off, City/County will make a final inspection of the work to ensure that all contract conditions have been met. Final payment will not be made until all work write-up items are completed.
8. Payment Method: Reimbursements will be for materials only. Payments for materials will be made after materials are installed. Owner will provide receipts for all items purchased. Items purchased using CDBG funds may be used only for repairs to the CDBG-assisted unit. Any subcontractors used will be paid directly as per the terms and conditions stated in the Owner Participation Agreement.
9. It is understood that if the agreed upon work is not completed in a timely manner, the City reserves the right to direct the participating contractor (or in the case of the Owner as general contractor, to hire a contractor) to complete the tasks as outlined in the Work Write-Up.

My signature below indicates that I have received a copy of these instructions:

Owner's Signature

Date

Owner's Signature

Date

**OWNER PARTICIPATION AGREEMENT FOR SELF-HELP REHABILITATION OR
OWNER AS GENERAL CONTRACTOR**

This agreement is entered into on _____ between _____ hereinafter referred to as "Owner" and the City of Rio Dell, hereinafter referred to as "City." Owner hereby agrees to furnish all materials and provide all labor necessary to complete the rehabilitation work for the house located at _____ as specified in the attached Work Write-up.

All of the work specified in the Work Write-Up will be completed in substantial compliance as specified in the Work Write-Up and in a workman like manner for an amount not to exceed \$ _____ dollars. All work must be completed within _____ days from the date of loan funding.

It is hereby agreed that should Owner be unable to complete the rehabilitation work specified in the Work Write-up within the period of time stated, the City has the option of either extending the deadline or hiring a licensed contractor to complete the job. The scope of work may be reduced if necessary.

The City's loan may be used only to fund the work detailed in the Work Write-up. Changes may only be made by a Change Order authorized by the City. Under no circumstances will the Owner be reimbursed for items which are not in the Work Write-up or included in duly authorized Change Orders.

Owner hereby agrees to perform all work in compliance with all local code requirements. Owner agrees to obtain all necessary permits and inspections. All debris accumulated from Owner's work is to be removed as it is generated. Owner agrees to provide a timesheet certification which verifies the exact number of hours spent by owner or volunteers in completing the work.

The Owner agrees to use only licensed, insured subcontractors and will submit bids to the City for review prior to entering into a signed contract. All bids shall include name, address, license number, a complete description of work to be performed, and contract amount. Only bids approved by the City will be eligible to receive payment using CDBG funds.

Owner will be reimbursed for material costs only. Owner must account for all funds received by providing receipts. All subcontractors used will be paid directly upon completion of their contract and inspection by the City. Upon completion of the rehabilitation work, Owner agrees to file a Notice of Completion at the City Clerk's office within ten days.

Owner's Signature

Date

Owner's Signature

Date

Rehabilitation Inspector Signature

Date

OWNER PARTICIPATION APPLICATION

Name: _____

Property Address: _____

TYPE OF WORK TO BE PERFORMED:

See attached Work Write-Up

I/We, _____ the owner(s) of the above-mentioned structure, wish to perform my/our own construction/rehabilitation work. I/We have previously performed in a similar capacity City at the following address:

Experience in the construction trades includes the following: _____

Contractor License Type and #: _____

For Projects built prior to 1978:

Attached are all the necessary lead based paint certifications for this project:

I/We believe I/We can perform in the capacity as owner builder or self help contractor for the following reasons:

(Attach additional sheet(s) as necessary)

Owner's Signature,

Date

PARTICIPANT CONTRIBUTIONS LABOR DETAIL

Participant: _____ Project: _____

Address: _____ Job No. _____

PARTICIPANT CONTRIBUTIONS						
	Type: (Labor, Materials, Personal Finances, etc.)	Description	Estimated Completion Date	Estimated Hours	Actual Hours	Actual Value Hours x \$10.00
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
			TOTAL			

ATTACHMENT D
CITY OF RIO DELL
HOUSING REHABILITATION PROGRAM GUIDELINES
RENT LIMITATION AGREEMENT
INSTRUCTIONS FOR OWNER-INVESTORS

A) Goals of the Program:

The City of Rio Dell Community Development Block Grant (CDBG) rehabilitation program was designed with the following primary goals:

1. To ensure that all low-income households have housing which meets basic health and safety standards; and
2. To ensure long-term affordability of rental housing for low-income households; and
3. To prevent displacement of low-income households from rental housing in accordance with federal relocation law.

B) Requirements for Participation in the Program:

In order to achieve these goals, the City of Rio Dell has designed specific guidelines for the program. These guidelines outline how to become a participant in the CDBG rental program. The basic guidelines state that an owner-investor must meet the following requirements:

1. Location: The property must be located within the within the city limits of the City of Rio Dell and within the designated CDBG target area;
2. Low-Income Benefit: Must be currently renting the unit(s) to a low-income household. If currently vacant, must agree to rent to a low-income household after rehabilitation improvements are made;
3. Displacement: Must be able to prove that no renter has been forced to vacate for reasons relating to the CDBG program; and that if voluntary relocation occurs, the relocated tenant will receive the absolute right to return after rehabilitation is complete;
4. Rent Limitation: Must agree to comply fully with a Rent Limitation Agreement (RLA) limiting amount of monthly rent for the term of the Loan Agreement.

If these requirements can be met by the rental property owner, staff will begin to process an application for assistance by verifying the income of the renter household and the current

monthly rent. At loan closing, the (RLA) is recorded against all qualified properties. See official program guidelines for more a detailed explanation of program requirements and restrictions.

C) Terms and Conditions of Rent Limitation Agreement:

The RLA contains terms and conditions to ensure achievement of the program goals stated above.

To meet the first goal the owner-investor must understand and agree that any rehabilitation done on the property must first address basic health and safety items, and that general property improvements are not allowed.

To meet the second goal the owner must agree not to raise the rent above the local Section 8 Fair Market Rent Schedule on any unit(s) under the RLA for the term of the Loan Agreement. If the current tenant is paying more than the currently published HUD fair market rents, then the owner investor must agree to reduce the rent to the Fair Market Level at the time of loan closing and investment of CDBG funds. If the rent is below Fair Market Rate then the rent is frozen at the time the owner-investor applies to the program and may not be changed until the construction is completed. If the investor wants to raise the rent after construction and during the term of the RLA then they must give the tenants 60 days' notice and not raise the rent above HUD current Fair Market Rates.

If the unit(s) is vacant at the time of application and rehabilitation or becomes vacant during the term of the RLA, then maximum rent charges for the unit(s) will not exceed Section 8 Fair Market Rent Schedule, including average utilities. (A table showing the current maximum rates based on the Section 8 Fair Market Rate is included in this attachment.) These rates can and may change over the term of the RLA.

To meet the third goal of the rehabilitation program, the City of Rio Dell will present a letter to the tenant(s) of the unit(s) being qualified, informing them of the owner-investors intentions for entering the program and all rights they have under federal regulations. (See ATTACHMENT B for sample letters.) If the tenant is displaced due to the rehabilitation, the City of Rio Dell has funds available to pay for relocation. After rehabilitation is complete, the existing tenant has the absolute first right to return if they choose.

D) Implementation and Monitoring of Rent Limitation Agreement:

When the owner-investor signs the loan agreement they will also be required to submit a completed, notarized RLA. In addition, they shall complete the first rent verification form and have their tenant submit a verification form to the Finance Director or designee. Once these documents are secured, the RLA will be filed with the County Clerk.

Staff of the City of Rio Dell will continue to monitor compliance with the terms of the RLA until its expiration date. Rent/Income Verification letters are prepared in advance for each year. These letters are set up in files to be sent and processed at appropriate yearly intervals.

For each year in which the RLA remains in effect, Rent Verifications must be signed by both the owner and the current tenant household and returned to the City of Rio Dell within one month from receipt. Staff will cross-check the information supplied by tenant and owner for compliance and file the information.

Should any violations be discovered, the owner-investor will be notified and instructed to remedy the violation immediately. Any overcharges will be credited to the tenant household. If the situation is not remedied so that the owner-investor is brought into compliance with the terms of the RLA, then the owner-investor will be notified that they are in default and the City of Rio Dell may require immediate repayment of the CDBG loan and any processing fees associated with the original loan and the collection of said loan; require repayment of excess rent to tenants; seek an injunction against any violation of the RLA; request judicial appointment of a receiver to take over and operate the property in accordance with the terms of the RLA; or seek other relief as appropriate.

E) Change of Title or Occupancy:

In all cases, the original owner-investor is subject to terms of the Uniform Relocation Act and the Section 104 (d) of the Housing and Community Development Act of 1974.

When a rental property with an unexpired RLA is sold to a person who will occupy the property as his or her principal residence (or who will otherwise require the existing tenant to move), the current tenant must be given 90 days' notice to vacate and must be paid relocation costs for the duration of the RLA. Relocation costs are equal to the difference between the tenant's rent under the RLA and what it will cost the tenant to rent comparable housing for the duration of the RLA.

Any change in title or occupancy will have an effect on the conditions of the RLA and the owner-investor should be informed and aware of all the possible repercussions of a change in title or occupancy. The program guidelines give detailed explanations of the repercussions of changing title or occupancy. Please read the program guidelines carefully and ask the Finance Director or designee any questions you may have. In addition, you must notify the City or its designee if you are planning to make any changes in tenant occupancy or property ownership.

F) Release of Rent Limitation Agreement:

The RLA will be released upon full repayment of the rehabilitation loan amount.

RENT LIMITATION AGREEMENT
INSTRUCTIONS FOR PROGRAM ADMINISTRATOR

A) Processing a Rent Limitation Agreement:

1. When an owner-investor requests that an application for the CDBG program be processed they must be made aware of the RLA and their tenants must be made aware of the owner-investors intentions and sent relocation information.
2. After verification of the rent and income of the existing tenant(s), both the landlord and tenant(s) must be notified that until the RLA is signed and filed, no rent increases can take place, until after the construction is completed. Any future rent increase must be up to the current HUD Fair Market Rents for the community. If the rents are above HUD Fair Market Rents and low-income families are forced to move out because of that, then those families are eligible for permanent relocation benefits under Section 104 (d).
3. Lastly, ensure the proper documents are obtained and filed at the County Clerk at the time of loan processing, and that the proper RLA monitoring files are put in place.

B) Instructions for Obtaining Rent Limitation Agreement Verification:

By January 1, every year, the Request for Rent Limitation Agreement Verification must be sent out by the City of Rio Dell to all owner-investors with RLAs in affect. These forms are in the City of Rio Dell file, labeled "Rent Limitation — Owner-Investor Letter." A duplicate set of these forms are also in each owner-investor's file. In addition, the Confirmation of Rent/Income form must be sent to all assisted tenant/unit(s) under the agreement. Both forms should be returned to the City by January 15th.

2. Upon receipt of the form from the owner, check it to see that the rent has not been raised more than allowed (original rent and subsequent years will be shown and recorded on the master list). In cases of vacancies or new tenants, check to see if the new rental rates are within the approved Fair Market Rent Schedule limits.
3. The City of Rio Dell will cross-check information provided by the property owner with information provided by the tenant. When the owner and renter have complied, file the completed forms in the owner's file and discard the duplicate form for that year. If the rent has been increased more than allowable, the owner must be advised that they have violated the Rent Limitation Agreement and must reduce the rent accordingly.
4. Once the 5 years of the Agreement has passed, the owner-investor is contacted for renewal of the RLA. If they do not renew, the release document is filed at the City of Rio Dell and the debt becomes due and payable. If they choose to renew the RLA then a new RLA is drawn up, signed, and filed with the County Clerk and the deferred loan renewed for 5 years.

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

RENT LIMITATION AND TENANCY SCHEDULE AGREEMENT

This Rent Limitation and Tenancy Schedule Agreement is executed this _____ day of _____, 20____, by _____

_____ (hereinafter referred to as "Borrower") in consideration of the receipt of a Community Development Block Grant rehabilitation loan for health and safety repairs to real property in the City of Rio Dell, State of California described as follows:

*** LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF***

Borrower agrees to operate the property described in accordance with the following terms:

1. In no instance shall any rent increase raise the rent above the U.S. Department of Housing and Urban Development Section 8, Fair Market Rent (FMR) schedule. If the current rents are above HUD's currently published fair market rents at the time of loan application then as part of accepting these funds, the Borrower agrees to lower the rents such that all the units in the project being assisted with CDBG funds have rents at or below HUD's currently published Fair Market Rents.
2. Of the one unit(s) subject to this Agreement, one unit(s) shall be available to and rented by low-income persons upon each vacancy created by the vacation of an existing tenant.
3. Occupied Units
 - a. If displaced, existing tenants will have an absolute right of return after rehabilitation is complete.
 - b. Units initially occupied by non-low-income households which become vacant shall be rented to low-income households in accordance with Section 5 of this agreement.
 - c. Rents shall remain at pre-loan application levels until rehabilitation improvements are completed as evidenced by the Notice of Completion.

d. At the completion of rehabilitation, monthly rent including estimated average utility cost does not exceed the lesser of:

- 1) HUD's currently published Fair Market Rent
- 2) the tenant's monthly rent and estimated average monthly utility cost at pre-loan application level; or
- 3) 30 percent of the gross household income.

4. Units Vacant at the time of Rehabilitation

Initial rent charges shall not exceed HUD's currently published Fair Market Rent Schedule.

5. Units Vacated within the term of the Rent Limitation Agreement

Upon vacancy of any unit(s) under this Agreement, Borrower shall agree to rent such unit(s) to low-income families. Rents may not be increased above HUD's currently published Fair Market Rent.

6. The following are the maximum rents which may be charged during the first year after rehabilitation has been completed, subject to annual adjustment based on changes in the FMR schedule, notwithstanding any change(s) of ownership or transfer(s) of the property:

<u>Unit #</u>	<u>Unit Size (# of Bedrooms)</u>	<u>Monthly Rent</u>		<u>Utility Costs</u>		<u>Total</u>
	<u>Efficiency</u>	<u>\$812</u>	<u>±</u>		<u>≡</u>	
	<u>1 Bedroom</u>	<u>\$907</u>	<u>±</u>		<u>≡</u>	
	<u>2 Bedroom</u>	<u>\$1,183</u>	<u>±</u>		<u>≡</u>	
	<u>3 Bedroom</u>	<u>\$1,681</u>	<u>±</u>		<u>≡</u>	
	<u>4 Bedroom</u>	<u>\$2,015</u>	<u>±</u>		<u>≡</u>	

a. In every case of proposed rent increase, the tenant(s) affected shall receive written notice of the amount of the increase at least 60 days prior to the proposed date of such increase. In no case shall the rent be raised above HUD Fair Market Rates.

b. Borrower shall annually provide the City with a written list of current occupants' name and monthly rents by January 15th each year for five (5) years. The City of Rio Dell may verify this information with the applicant.

7. Borrower acknowledges that should: 1) a non-low-income family occupy the unit; or 2) rents in excess of those permitted by this Agreement are charged, this will be cause for appropriate action to be taken by the City of Rio Dell. This action will include but not be limited to:

declaring a default and accelerating repayment of the Community Development Block Grant Loan; requiring repayment of excess rents to tenants; seeking an injunction against any violation to this Agreement; requesting the judicial appointment of a receiver to take over and operate the property in accordance with the terms of this Agreement; or seeking such other relief as may be appropriate.

- 8. The Rent limitation Agreement will be monitored by City of Rio Dell, or their agent. In addition, compliance with the Agreement may be monitored by representatives of the State of California.
- 9. These terms will remain in effect for a period of five (5) years from the date of filing the project's Notice of Completion. The original Borrower is subject to the Uniform Relocation Act and Section 104 (d) of the Housing and Community Development Act of 1974. The Borrower shall follow and abide by the City of Rio Dell program guidelines in all cases, especially in regard to changes in title and occupancy of the designated units under this agreement.
- 10. The conditions and restrictions affecting the real property subject to this agreement shall be independent of any Deed of Trust, shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property or any part thereof, including agents, personal representatives, mortgagors, heirs, assignors and all successors in interest. Borrower agrees that reference to this agreement shall be inserted in any subsequent deeds and other legal instruments by which subject property or any interest therein is conveyed.
- 11. The provisions of this Agreement are in addition to and do not alter, modify, or set aside in any respect, any other instrument securing the loan.

SIGNATURES:

Borrower: _____

Borrower: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt

On _____ before me, _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

CITY OF RIO DELL
HOUSING REHABILITATION PROGRAM RENT LIMITATION AGREEMENT
VERIFICATION

DATE:

SEND TO:

OWNER(S) NAME:

ADDRESS:

PHONE NO.:

OWNER: Please provide the following information and return this verification, signed and dated, by January 15th to the City of Rio Dell, Housing Rehabilitation Program, 675 Wildwood Ave., Rio Dell, CA 95562.

RENTAL UNIT LOCATED AT:

Street Address

City

State

Zip

NAME OF CURRENT OCCUPANT:

MONTHLY RENT OF THE ABOVE DATE: \$

CERTIFICATION

I certify that the information given in this form is true and accurate to the best of knowledge. I am aware that there are penalties for willfully and knowingly giving false information. I understand that the information on this form is subject to verification. Penalties for falsifying information may include repayment of all assistance received, or prosecution under the law.

Signature

Date

CITY OF RIO DELL
HOUSING REHABILITATION PROGRAM RENTAL LIMITATION SCHEDULE

<u>2023 HUD Fair Market Rent Schedule for Humboldt County:</u>					
<u>No. of Bedrooms</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>2012 Rent Limitation</u>	<u>\$812</u>	<u>\$907</u>	<u>\$1,183</u>	<u>\$1,681</u>	<u>\$2,015</u>

At no time can the rent of a tenant exceed the Fair Market Rent Schedule. These guidelines are updated every year and may change. If you wish to check the status of the schedule call the City and ask them to check the status of the schedule. Also, if you have any questions about the schedule or program, please call the City at (707) 764-3532.

DRAFT

Recording Requested by:

When Recorded Mail to:
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA. 95562

RELEASE FOR RENT LIMITATION AGREEMENT

1. We the undersigned, hereby formally acknowledge and attest that the Rent Limitation Agreement executed by us, effective _____ and recorded at the Humboldt County Recorder’s Office on _____ as Document No. _____, has expired by its terms and is no longer in effect.
2. The subject real property at _____ is hereby released.
3. Lender hereby irrevocably waives and releases any right, title, or interest it may have in the subject real property as conveyed by the aforesaid agreement; reserving to itself all other remedies it may have arising under the aforesaid agreement.
4. This release from rental agreement is separate and apart from any extant rights, title or interest which Lender may own or assert under any deed of trust on or other encumbrance of the subject real property.

City of Rio Dell Date

Owner Date

Owner Date

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Humboldt

On _____ before me, _____, **Notary Public**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California
County of Humboldt

ATTACHMENT E

LOAN SERVICING POLICIES AND PROCEDURES FOR THE CITY OF RIO DELL

The City of Rio Dell, here after called "Lender" has adopted these policies and procedures in order to preserve its financial interest in properties, who's "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principle and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) process of foreclosure in case of default on the loan.

A) Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under an Installment Note, which are amortized promissory notes, (or Lender will use loan collection company to collect payments). Late fees will be charged for payments received after the assigned monthly date.

For Straight Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

B) Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a second mortgage. If borrower fails to maintain the necessary insurance, the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for

standard property insurance will be required at close of escrow. The lender may check the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

C) Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lien holder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lien holder, it is in their best interest to contact any other senior lien holders regarding the status of their loans.

D) Required Rent Limitation Agreement for Investor Properties:

All owner investor properties which receive loans from the Lender will be required to enter into a rent limitation agreement which restricts the tenants and the rents on the property for a fixed period of time, depending on the public funds used. The rent limitation agreement will be recorded on title of the property and non-compliance with this agreement can lead to foreclosure action by the Lender. The rent limitation agreement will be monitored annually to ensure that low or very low-income households occupy the assisted investor units and that the rents charged to those households is affordable. In some cases the units must be inspected annually to ensure that they are up to minimum health and safety standards. At the end of the designated affordability period, the Lender will release the Borrower from the rent limitation agreement.

E) Annual Occupancy Restrictions and Certifications:

On some owner occupant loans the Lender may require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. Other loans may have income and housing cost evaluations, which require a household to document that they are not able to make repayments, typically every five years. These loan terms are incorporated in the original note and deed of trust.

F) Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and borrower will work together to ensure the property is kept in compliance with the original program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to the Targeted Income Group (TIG) families.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on family size and household income, provided the heir is in the TIG. If the heir intends to occupy the property and is non-TIG, the balance of the loan is due and payable. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full. If the Borrower or new owner investor requests that the existing loan be assumed and agrees to the current Lender rates and terms for owner investor properties and the rent limitation agreement, then the outstanding balance may be refinanced, subject to the review and approval of the Lender's Loan Committee.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the family still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

G) Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Lender. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third party debt

pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the family with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance agency, the request will be considered by the lender for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Lender.

H) Process for Loan Foreclosure:

Upon any condition of loan default: 1) nonpayment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, violations of the requirements stated in the loan documents: the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lien holder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount, or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

I) Lender As Senior Lien Holder

When the Lender is first position as a senior lien holder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT F
CITY OF RIO DELL
HOUSING REHABILITATION PROGRAM GUIDELINES
GUIDELINES FOR RELIEF OF OVERCROWDING AND
TEST FOR RECONSTRUCTION STATUS

CDBG Standards for Unit Occupancy								
Unit Size (# of Bedrooms)	SRO	0	1	2	3	4	5	6
Max. No. of Persons in Household	1	1	2	4	6	8	10	12

Room and Bathroom Additions

- Opposite sex children under 6 years of age may share a bedroom.
- Opposite sex children 6 years of age and older may have their own bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Same sex children of any age may share a bedroom.
- 5 or more people - a second bathroom may be added.
- 10 or more people - a third bathroom may be added.
- Same rules apply to mobile home units.

**INCLUDE A COPY OF THIS WITH DOCUMENTATION OF
OVERCROWDING AND WHAT RELIEF YOU ARE PROPOSING IN
YOUR PROJECT FILE.**

TEST FOR RECONSTRUCTION

Date: _____

Contract #: _____

Property Address: _____

CDBG Program Administrator: _____

Yes **No**

 Does the structure meet the definition of a dwelling? A dwelling must have cooking, eating, sleeping, sanitation facilities and have been legally occupied as a residence.

 Has legal occupancy and residential use been established during the preceding 12 months or was the dwelling ordered vacated by a local official within the last six (6) months?

 Is the cost to reconstruct the dwelling less than the cost of rehabilitating it?
Cost to Rehabilitate the Dwelling = \$ _____
Cost to Reconstruct the Dwelling = \$ _____

 Is the estimated cost to reconstruct (including demolition and site preparation) less than the **Fair Market Value (FMV)** of the reconstructed dwelling?
Estimated FMV of Dwelling Including Land = \$ _____
Cost to Reconstruct the Dwelling = \$ _____

 Is the cost to reconstruct the dwelling less than the cost of a comparable newly constructed dwelling?
Cost to Reconstruct the Dwelling Including Land = \$ _____
Cost of Newly Const. Dwelling Including Land = \$ _____

Attach the following documents and certification to support this determination:

Staff Rehabilitation Cost Estimate.

Staff Reconstruction Cost Estimate.

- An Appraisal which shows the Estimated Fair Market Value of the Dwelling after Reconstruction, Including Land.
- Estimated Value of Comparable New Construction, Including Land.

I, (_____ Name & Title _____), the official designated for CDBG activities by the governing body for the City of Rio Dell, certify that the following statements are true and that supporting documentation is on file at 675 Wildwood Avenue, Rio Dell, CA. 95562:

1. Subject dwelling has been occupied during the preceding 12 months or it was ordered vacated by order of the local building official within the last six (6) months.
2. The dwelling to be rehabilitated is located within a defined "neighborhood rehabilitation area" for this jurisdiction.
3. An eligible TIG household will reside in the reconstructed dwelling after completion.
4. An eligible TIG household is the legal owner of the reconstructed dwelling.

Signature of Local Official

Date

ATTACHMENT G

CITY OF RIO DELL HOUSING REHABILITATION PROGRAM GUIDELINES PROJECT SPECIFIC NEPA REVIEW AND LEAD HAZARD CHECKLIST

REHABILITATION ENVIRONMENTAL REVIEW FOR EACH PROPERTY UNDER REHABILITATION PROGRAM

APPENDIX A 2004

(All previous versions are obsolete)

This Appendix A must be completed for each residential structure proposed for minor rehabilitation and/or acquisition before HUD funds are committed to specific projects. It may be used only in conjunction with a currently valid RER (Rehabilitation Environmental Review) form. Completion of the Appendix A will not require the submission of an additional RROF/EC (Request for Release of Funds/ Environmental Certification) if it was submitted at the conclusion of the RER, unless there are unanticipated impacts/circumstances which have previously not been adequately addressed.

Building Address: _____

Part III HISTORIC PRESERVATION

1. Does the project involve only those activities permitted without further consultation under a currently valid **programmatic agreement** among the responsible entity, the State Historic Preservation Officer (**SHPO**) or Tribal Historic Preservation Officer (**THPO**) and/or the Advisory Council on Historic Preservation?

Yes No If yes, note date of programmatic agreement and STOP here; the Section 106 Historic Preservation review is complete. If no, PROCEED.

2. Does the project involve only acquisition and/or minor, interior rehabilitation of a 1-4 unit residential structure that is **less than 50 years old**, with **no visible changes to the exterior** and **no potential to cause effects** on historic properties per §800.3(a)(1)?

Yes No If Yes, record date of building construction, age: _____ years, and STOP here. The Section 106 Historic Preservation review part is complete. If No, PROCEED.

3. If the proposed rehabilitation involves exterior physical work on any structure, **determine** -in consultation with the appropriate **SHPO/THPO**- whether the building is **listed or eligible** for inclusion in the National Register of Historic Places (NR).

Is the building listed in or eligible for listing in the NR?

Yes No If No, attach SHPO/THPO concurrence or other evidence of conclusion and STOP here. This part is complete pursuant to 36 CFR §800.4(d). If Yes, Proceed.

4. Determine whether historic properties are affected per §800.4(d). Has SHPO/THPO concurred with your fully documented determination of "no historic properties affected", or failed to object within 30 days of receipt of such determination?

Yes. Enclose documentation and stop here. Section 106 review is complete. No. Proceed.

5. Determine whether the project will have adverse effect on historic properties according to § 800.5, in consultation with the SHPO/THPO and consulting parties [see §800.2(c)]. Will this project have an adverse effect on historic properties?

Yes No If "no", attach SHPO/THPO concurrence and STOP here. This part is complete per 36 CFR §800.5(d)(1). If "yes", PROCEED.

6. Resolve Adverse Effects per §800.6 -in consultation with the SHPO/THPO, the Advisory Council on Historic Preservation (ACHP) if participating, and any consulting parties. The loan or grant may not be approved until adverse effects are resolved according to §800.6 or ACHP comment is considered by the Responsible Entity.

NOTES: 1. The determination/consultation of eligibility for the NR, may be sent to SHPO/THPO concurrently with the determination/consultation of effect or no effect and with the determination/consultation of adverse/no adverse effects. 2. The jurisdiction's Chief Executive Officer cannot delegate the decision to approve a project in opposition to Advisory Council comment. 3. Keep copies of this form, all SHPO/THPO and ACHP correspondence in the ERR as evidence of compliance with Section 106 of the National Historic Preservation Act.

PART IV AIRPORT CLEAR ZONES

1. Does this project involve the purchase or sale of existing property?

Yes No If no, STOP here. This part is complete, pursuant to 24 CFR Subpart D §51.302. If yes, PROCEED.

2. Is the subject property located in the Clear Zone (CZ), Approach Protection Zone, or in the Runway Clear Zone (RCZ) of a commercial civil airport or military airfield?

Yes No

Source Documentation: _____ . If no, STOP here; this part is complete. If yes, PROCEED. Provide a disclosure statement advising the buyer that the property is in a RCZ or CZ, what the implications of such a location are and that there is a

possibility that the property may, at a later date, be acquired by the airport operator. Obtain the buyer's signature acknowledging receipt of this information and attach it to this Appendix. (This disclosure requirement does not apply to Accident Potential Zones).

PART V EXPLOSIVE & FLAMMABLE OPERATIONS

1. Will this proposed acquisition/rehabilitation project result in increased residential density or cause a vacant building to become physically or legally habitable?

Yes No If the answer to both parts of the question is No, STOP HERE. This part is complete per 24 CFR §51.201. If the answer is Yes, PROCEED.

2. Is this proposed project within 1 mile of any visible, explosive-or-flammable-substance container (a stationary, above-ground tank with a capacity of more than 100 gallons)?

Yes No (See 24 CFR 51C, Appendices I and II).

Field inspection by: _____; Date: _____
If No, STOP here. This part is complete. If yes, PROCEED.

3. Note Tank volume: _____ gallons, or diked area around tank: _____ square feet.
Record distance from the project to the flammable/explosives container: _____ feet.

4. According to HUD Guidebook "Siting of HUD-Assisted Projects Near Hazardous Facilities" (HUD-1060-CPD), the Acceptable Separation Distance (ASD) for both, blast overpressure and thermal radiation is: _____ feet. (The applicable ASD [see Appendix F for Thermal Radiation or Appendix G for Blast Overpressure] is the greater of the two distances). The project is located at an Acceptable Separation Distance according to Appendices F and G:

Yes No If yes, STOP here; this part is complete. If no, DENY PROJECT APPROVAL, or APPROVE only with the following mitigation measures designed in compliance with 24 CFR §51.205:

PART VI TOXIC/HAZARDOUS/RADIOACTIVE MATERIALS, CONTAMINATION,

Chemicals or Gases (24 CFR 58.5(i)(2))

1. Are there visible dumps, landfills, industrial sites or other locations containing or releasing toxic/hazardous/ radioactive/ materials, chemicals or hazardous wastes on or near the subject site?

Yes No Proceed.

11. _____ Obtain clearance report, using DHS form 8552, Lead Hazards Evaluation Report (and DHS form 8551, when clearing abatement projects). Clearance report cannot be done by the same business entity that performed any evaluated component. Obtain proof of DHS RA certification.

12. _____ Within 15 days of LBP hazard work being finalized, notice and retain copy of Notice of Hazard Reduction Activity. Use CDBG form LBP-1.

DRAFT

ATTACHMENT H

ALLOWABLE WORK IN CDBG HOME REHABILITATION PROGRAMS

Each repair or replacement item in a federally funded housing rehabilitation project available through the City is required to address HEALTH AND SAFETY (H & S) CONCERNS OR STRUCTURAL ISSUES. This also includes work related to energy efficiency, fire safety, and weather integrity. Items other than health and safety or structural related are defined as "general property improvements" (GPIs) and are not *normally* allowable in this program due to limited new funding availability and high demand for existing available funds throughout the community.

All identified H & S work items must be rectified within the loan. If this is not possible, the project will be rejected by the program.

It must be fully understood by the borrower that some H & S work items may not or cannot be identified in the inspection process—many potential hazards are hidden from view in a completed residence (electrical/plumbing/venting in the walls, inaccessible areas of foundation and attic, wood compromised by rot or infestation, etc.). Every effort will be made to identify all H & S hazards, including seeking input from the homeowner on their experience with the house, and, under certain circumstances, experts in pest control and specific sub-trades may be requested to complete inspections on certain elements when the program inspector or the homeowner believe this is the best action. All pre-1978 homes will be assessed for lead hazards by approved lead specialists and all required hazard elimination and clearances will be completed, with up to \$5000 in *grants* available for this hazard reduction.

The rules set forth below attempt to cover as many possible rehabilitation issues as possible, but are not exhaustive. Exceptions to these rules or potential items not considered in the rules will be dealt with on a case-by-case basis by the Program Inspector and the Housing Advisory Committee.

EXTERIOR WORK

SITE: The state and/or federal regulations are fairly specific about working only on work items within the boundary of the eaves of the subject residence. Generally, no site work is allowed: no landscaping, driveways, walkways, etc. unless existing are considered H & S issues and are necessary to the welfare of the homeowner. Lead is the only reason required by the regulations for working outside the eaves of the residence (other structures on site).

ITEMS ALLOWED:

1. For people with medically verifiable access issues: safe access to the house entry from primary parking area. A doctor's letter stating that this work is necessary to the welfare of the homeowner/resident must be in the client file before approval of this work will be

considered.

2. Borrower may be required to pay for sidewalks, curbs, and gutters on the street side(s) of residence through their loan. This is a city public works decision.
3. Serious drainage issues that threaten the structure or the site or potential H & S problems.
4. Lead paint hazards on structures other than residence and in identified children's' play area (based on a formal Lead Paint Risk Assessment).
5. Other items include unsafe electrical feeders to outbuildings; fire hazards; uncapped wellheads; items that threaten the structure (overhanging trees, drainage problems); other items as required by the City.

DISALLOWED SITE WORK: Disallowed work includes fencing, work on detached garages and outbuildings, landscaping, and walkways/driveways not related to mobility/access issues, decks, etc. If any of these are identified as H & S issues, removal of hazard is allowed, but no replacement of these items will be allowed.

CONDITIONS THAT MAY CAUSE DENIAL OF LOAN: Excessive debris or garbage, illegal living units, junk cars, etc., unless house can be rehabilitated and there are good reasons for the site problems. Otherwise, a letter will be sent to the homeowner requesting that the site be brought to local ordinances/standards related to site maintenance and call program operator when these items are completed. Site clean-up can be done using loan funds if approved by the Housing Advisory Committee.

FOUNDATION:

ITEMS ALLOWED:

1. Complete perimeter foundation to code: engineered only if required by city. The standard retrofit does not necessarily need an engineer (standard drawings, simple code requirements. Any unusual circumstances require an ENGINEER.
2. Termite report items: Any are allowable; however, some may not be necessary. Should be discussed with client and, if necessary, the selected contractor (on Change Order), building official, or an ENGINEER. This will include removal of organic materials, earth to wood contact or clearance, framing/sub floor damage, spraying for active infestation, filling cracks in the foundation wall, and any other items deemed necessary by the Program Inspector. Program does not require a termite clearance upon completion of the project.
3. Vermin control/security: screens and access door on perimeters, repaired/replaced skirting on post and pier.
4. Ventilation: meeting minimum code ventilation is considered a structural requirement.

CONDITIONS THAT MAY CAUSE DENIAL OF LOAN DUE TO COST: Residence has no recognizable foundation (no concrete walls or piers), severe foundation space access issues per termite report (required when house is close to the ground), or excessive deterioration of the underpinnings due to pest damage or dry rot. **These would be grounds for denial of loan due primarily due to high cost of repairs.**

SIDING AND PAINT: Treated as a "structural issue" to replace/protect siding when necessary. Lead paint issues must be addressed to the standards set by federal and state regulation. Interim controls (per federal definition) to be completed on all exterior lead paint hazards are required.

ALLOWABLE ITEMS:

1. Lead paint hazard reduction and interim controls.
2. Painting of entire residence where in poor condition; includes good prep, two finish coats, two colors.
3. Prep and paint of trim *only* if paint is failing.
4. Minor siding repairs: replacement of ply panels or specific boards, stucco repair.
5. Siding replacement/overlay: only when project funding allows and it is absolutely necessary to the structural integrity of the residence.

DISALLOWED SIDING WORK: Painting or replacement of siding will not be done for cosmetic reasons.

CONDITIONS THAT MAY CAUSE DENIAL OF LOAN DUE TO COST:

1. Damaged cement/asbestos shingles that requires replacement of siding unless client can have the removal of the siding done at their own expense and the structure can otherwise be rehabilitated or if the homeowner agrees to "encapsulation" of cement-asbestos shingles with new siding.
2. Severely compromised framing due to design, pest damage, or other reasons.

ROOF/GUTTERS AND DOWNSPOUTS: If within 5 years of potential failure, can replace. Replacement will generally include: strip, repair sheathing/framing, re-roof. However, going over existing shingles (one layer only) OK if in good shape and client requests it (cost savings).

ALLOWABLE ITEMS:

1. Re-roof or overlay, minimum 30 year asphalt shingles, to manufacturer's specifications.
2. Replace or install gutters and downspouts of seamless aluminum material.

3. Patching or replacement of flashings (chimneys, etc.) if roofer is able to guarantee.
4. If re-roofing, all repairs/replacement of sheathing, framing, trim.
5. Minimal door overhangs for weather protection of entry (generally 4' x 4' maximum).
6. Reframing flat roofs if cost-effective within the project.
7. Repairs to chimney let-in flashing: otherwise, remove and replace chimney with Metalbestos or equal complete from below roof line.
8. Venting attic space to at least minimum code requirements.

DISALLOWED ROOFING ITEMS:

1. Roofing materials are limited to asphalt products: no wood, metal or other roofing materials will not be considered without proven need, cost benefit analysis and prior approval.
2. Patio coverings: If existing and unsafe, will remove only. No replacement.
3. Dormers unless directly related to H & S or structural repairs.

CONDITIONS THAT MAY CAUSE DENIAL OF LOAN

1. Reframing roof for any other reason than structural damage or for overhangs if separate from roof (door overhangs) if the roof is being stripped and replaced on house.
2. Reframing flat roof if necessary but does not fit under approved loan cap.

DOORS/WINDOWS: This adds fourth category of allowance:

weatherization. **ALLOWABLE ITEMS:**

1. Replace all doors and sash if lead is present—will not pay to do lead on existing unless owner pays for all costs beyond standard replacement.
2. Replace all single glazed windows under any condition other than loan limit. To be vinyl, dblglazed, operable for operable, fixed for fixed or operable. To be Milgard, Viking, or equal. New windows must meet code egress requirements in bedrooms
3. Replacement of structurally unsound, broken or otherwise damaged exterior doors (will have a \$ CAP: owner pays the rest). Same with hardware, including deadbolt.
4. Widening or otherwise modifying doors for wheelchair accessibility.

DISALLOWED WORK ITEMS:

1. No added doors: no sliding glass doors to replace windows unless specifically required by code or for handicap access.
2. No moving of doors for other than handicap access or as related to larger rehab.
3. Preferred door is pre-hung, six panel metal or fiberglass door installed. Cost beyond this is the responsibility of the homeowner.

PORCHES AND DECKS: Allowable to repair or replace for structural, H & S or code requirements.

ALLOWABLE ITEMS:

1. Replacement/repairs of rotted decking, framing, underpinnings or unsafe design.
2. Redesigned for access for disabled clients. Can include complete approved ramp.
3. Replacement of bad decking on decks for H & S if structure is otherwise sound.

DISALLOWED WORK ITEMS:

1. Decks: if needs to be replaced, will replace with legal access to door, not entire deck, unless client wants to pay for it from other funds. DECKS ARE GPIs. Access is required.

MECHANICAL:

ELECTRICAL: A major H & S issue. It is not to be used as

GPI. ALLOWABLE ITEMS:

1. Complete rewire from weather head: When it is all bad or marginal, required item.
2. Service only: If fuse type or old, rusty, or out of date or has no main, may be required.
3. Updates: Installation of GFCIs at all code-required locations, smoke alarms to code, and a CO detector are required by program. Method must be approved by local inspector.
4. Replacement of all faulty devices (duplexes, switches, light fixtures, HWH wiring).
5. Exterior lighting at all entries to residence.
6. Protection of exposed wiring at service, in garage, etc. where required.
7. Wiring for new appliance owner is purchasing to go from gas to electric.

8. Any other wiring related to the WWU: new laundry facility in existing residence, correct outlet for new dryer (purchased by client).
9. Elimination of any other identified electrical hazards to residents or structure.

DISALLOWED WORK ITEMS

No replacement of functional, code lighting fixtures unless part of gut-rehab of K or BA.

PLUMBING: High priority H & S item. Not to be done as GPI. **ALLOWABLE ITEMS:**

1. If existing supply is galvanized or PVC/CPVC, can replace all.
2. If existing waste is cast iron and old, replace including upper lateral if necessary.
3. Redesign plumbing for new handicap bathroom or other necessary purpose.
4. Replacement of existing FAULTY fixtures: sink, faucet, shower mixer, supply stops, garbage disposal, shower stall, etc.
5. Exterior hose bibs and accessible main shut-off.

DISALLOWED WORK ITEMS:

1. Shower stall replacement for stains, scratches, unless totally outdated, uncleanable.
2. Movement of fixtures/sinks/showers for any reason not related to H & S or complete gut rehab of space for structural reasons (floors, walls, faulty design, etc.).
3. Upgrades beyond price allowance must be paid for by client, not the program loan funds.

HEATING/VENTING: Very important H & S issue: inadequate, antiquated, inefficient, red tagged.

ALLOWABLE ITEMS:

1. Up to complete replacement of existing with a high-efficiency forced air system.
2. Replacement of wall heaters with new, more efficient model.
3. Any problems related to venting: lining or replacing brick chimneys used for gas, deteriorated material, any code issues.
4. Replacement of wood stoves where main heating source. Otherwise, if unsafe, remove.

DISALLOWED ITEMS

1. Multiple space heaters unless Forced Air Unit cannot be installed (no attic, no fdn space).
2. Replacement of more than one type of heating.
3. Replacement of existing Hot Water Heater with a larger volume Hot Water Heater unless required by code.

INTERIOR

WALLS/CEILINGS: Rarely H & S, other than for mold or structural problems.

ALLOWABLE ITEMS:

1. Any sheetrock work related to Kitchen or Bath gut-rehabilitation or new construction (addition) to completion through paint.
2. Any repair/replacement due to mold.
3. Replacement of any paneling only wall/ceiling finishes (3/16" fake paneling material or other materials of lower grade than sheetrock).
4. Interior painting for disabled or senior households: current livings spaces only, no attics, spare rooms, etc.

FLOORING: Any structurally damaged subfloor or framing is H & S. Holes in lino in rooms with running water (Kitchen, Bath, Laundry) are structural issues. Very overstretched carpeting is a tripping factor H & S.

ALLOWABLE ITEMS:

1. Replacement or overlaying of any existing linoleum in Kitchen, Bath or Laundry where structural issues exist.
2. Replacement of carpet due to tripping hazard or due to proven medical issues related to carpeting. Must have letter from doctor in borrower file.

DISALLOWED ITEMS

1. No hardwood floors or wood laminate floors or other products more expensive than reasonably priced linoleum or carpets. Pads are allowable.

KITCHEN: Cabinets generally are not replaced if repairs/refinish are more cost effective. Counters are replaced if too worn to clean properly for food prep. Replacement of stove, refrigerator, or dishwasher (if existing) is allowable.

ALLOWABLE ITEMS:

1. Cabinets: only where un-saveable by repair/refinish. Additional cabs to match existing as possible can be allowable to meet minimum FHA standards.
2. Counters: replaceable if too worn to clean properly. To be rolled laminate as possible. Otherwise, custom laminate.

3. Appliances: can replace stove or refer if severely deteriorated, irreparable. Dishwasher only if existing AND is irreparable.

DISALLOWED ITEMS:

1. Microwaves or other portable appliances.
2. Dishwasher where none exists other than for disabled with doctor letter.
3. Tile counters, Corian counters, slate counters, etc. Laminate only unless Homeowner pays bid difference.

BATH: Primary area of concern due to obvious H & S concerns as well as structural issues in rooms with running water. Often requires complete gut rehab. This is usually the most cost-effective way if, in an effort to simply repair it, the estimate exceeds \$1500 or there are apparent signs of structural damage under the tub or in the walls of the shower. If gut-rehabilitation is necessary, all materials (tub, liner, vanity, sink, counter, fixtures, med cabinet, toilet) will have set allotments. Owner to pay excess costs. All sheetrock shall be replaced; all electrical, unless undamaged and to code, shall all be replaced, and all supply and waste lines down to at least the level of the floor if good connection available below. If not, must replace lines to nearest point of sound reconnection.

OTHER: This includes all items not included in a category above. Examples and input:

1. Interior doors. Replaceable with HC mahogany or Masonite-type material doors, fixed cost hardware complete through trim. Pre-hung preferred. No custom doors.
2. Insulation: allowable for installation in ceilings, walls, and floor. Required in any accessible exterior wall spaces if not existing.

ALL WORK ITEMS NOT INCLUDED IN THIS LIST WILL BE CONSIDERED ON A CASE-BY-CASE BASIS KEEPING IN MIND THAT THE PROGRAM IS DESIGNED TO ELIMINATE HEALTH AND SAFETY AND STRUCTURAL PROBLEMS, NOT GENERAL PROPERTY IMPROVEMENTS.



Staff Highlights – 2023-06-06

City Council

City Manager

Participated in an episode of the “Thursday Night Talk” radio/television program to discuss earthquake recovery.

Discussion with RCEA over new DC Fast Charging grant and potential Rio Dell locations.

Multiple meetings with the Eel River Long Term Recovery Group / County OES and other earthquake partners.

Attended and helped facilitate a meeting of the California Seismic Safety Commission.

Met with representatives of PG&E to discuss their progress towards additional electrical capacity by the end of 2024. All appears to be on target.

The City has been fielding several questions related to the Painter Street Wastewater Line Upsize project. This is good news as it appears likely to receive funding.

City Clerk

Processed Sixteen (16) Building Permit Applications

- 1270 Eeloa Ave. – Detached Garage
- 220 Cherry Lane – Earthquake Damage Repairs – Replace wall & window
- 980 Wildwood Ave. – Earthquake Repairs – Siding, window, stairs
- 925 Martin Dr. – Sewer Lateral & Cleanout
- 412 First Ave. – Re-Roof Residence
- 273 Belleview Ave. – Misc. Earthquake Repairs
- 250 Monument Rd. – Misc. Earthquake Repairs
- 510 Gunnerson Lane – Re-Roof Residence
- 307 Cherry Lane – In-Ground Pool
- 190 Belleview Ave. – Earthquake Repairs – Foundation
- 460 Second Ave. – Earthquake Repairs – Siding
- 550 Painter St. – Earthquake Repairs – Foundation & Siding
- 551 Pacific Ave. – Sewer Cleanout
- 600 Dinsmore Ranch Rd. – Upgrade to Cell Tower
- 582 Wildwood Ave. – 500 gal. Propane Tank
- 1271 Eeloa Ave. – Replace Damaged Siding & Posts



Misc.

Prepared Agenda for 6/2 Beautification, Walkability and Pride Com. Meeting

Submitted CHF/CIRB Building Permit Report for May

Attended Long Term Recovery Group (LTRG) Zoom meeting on 5/18, 5/25 & 6/1

Posted Notice of Vacancy on Planning Commission

Sent Certified Letter to Dept. of Industrial Relations Re: DJ'S Burger Bar

City Attorney

Human Resources, Risk & Training

Finance Department

Fiscal Year 2023-24 Budget, Staffing Projections, Capital Projects

Completed Local Road Safety Plan for Rio Dell opening up HSIP grant opportunities for future projects

Assist State Waterboard with financial questions surrounding the Painter Street sewer project funding application

Submit draft resolution of SB1 projects to state with positive feedback

Worked with a local cannabis business on Dinsmore Plateau to reestablish operability.

Updated State of California with RFP for prospective Dog Park

Submit the ROW Certificate for Gateway Project

Assist with the Façade Improvement Program application for 70 Wildwood Avenue

Submitted claims for reimbursable expenses related to Earthquake Damage

Provide updates to CleanCA reps updating progress on grants

Coordinate with RDPD and City Hall phone system

Coordinating engagement letter for Audit Services for the upcoming Fiscal Year

Continue work on CDBG grant opportunity for Owner and Tenant Occupied Rehab

Public Works Water

Leak repair at 51 East Bridge St



Installed new Finished water booster pumps at Treatment Plant

Complete monthly reports for April

Meetings with GHD and Dept of Drinking Water to go over details on the Water CIP Project

General maintenance in Treatment Plant and Grounds

Public Works Wastewater

Mowing the irrigation fields.

Repairs to Chlorine generator.

Lower lateral installation at 113 1st Ave

Stand by generator installed and ready for CAT start up procedure.

Contact basin cleaned and preliminary inspection with GHD. GHD is modifying the damage report to reflect what is believe to be the earth quake related damages.

Discussion with GHD about the Chloramine system bugs and developing a plan for trail run to irrigation field testing some time this summer.

Scheduling Sewer cleaning and CCTV inspection for this dry season.

Responding to Painter St upsize Grant questions from state.

NPDES permit renewal questions. First Draft is being review by City and Larry Walker and associates.

Updated submission of SSMP to CWIQS. Updated Spill Emergency Response plan for June 5th deadline.

Compliance project order approved by State enforcement department.

Switch discharge locations to the irrigation fields.

Public Works Streets, Buildings and Grounds

Mowed and weeded all the parks, North and South Gateway.

Mowed Painter and Davis overpass.

Weeded city owned lots and grass areas throughout town.

Maintenance on mowing equipment.

Maintenance on John Deere WWTP Tractor



Public Works City Engineer

Public Works Capital Projects

Police Department

Community Development Department

Window replacement Inspection 409 Davis Street

Solar – Trench Inspection 163 Grayland Heights

US Cellular Fiberoptic Trench inspection and connection to communications panel.

Electrical Inspection 1271 Eeloa Ave

Cripple Wall shear – Earthquake repairs Inspection 13 Center Street

Rigby Apartments – Sheetrock Inspections Units 26, 27 & 29; Bottom Plate/Anchor Bolt Inspections Units 39, 41, 43 & 45.

Review Solar Plans 157 Grayland Heights – Corrections Required.

Review Detached Garage Plans, - 225 Smither Court - Additional information required.

Complete Dog Park RFP – City Manager to review.

Framing Inspection 329 Douglas, chimney chase.

Rigby Apartments – Sheetrock Inspection Unit 43.

Rigby Apartments – Sheetrock Inspection Unit 39.

Publish RFP, send to local contractors.

Inspection 780 Wildwood Avenue

Solar –Inspection 163 Grayland Heights - Final

Framing Inspection porch/breezeway 13 Center Street.

Footing/Forms Inspection 467 Sequoia Avenue.

Work on Billboard potential amendments.

Framing Inspection 1165 Eeloa



Timmerman Gas Line Inspection – 223 Ogle Ave

Antenna, Electrical Inspection US Cellular 600 Dinsmore Ranch Road.

Electrical Inspection – Panel Upgrade 975 Webb Lane

Battery Storage Inspection 230 Smither Court.

Stairs/steps Inspection 297 First Avenue

Wood Stove – Chimney and wainscoting removal Inspection 948 Rio Dell Avenue

222 Belleview Avenue, foundation repairs certification by Baird. Review and approve.

Siding Inspection 113 First Ave

Review and approve T-Mobile plans for antenna swap.

Complete recommended changes to CDBG OOR guidelines to include rental properties.

Review Arcata’s Rental Housing Inspection Program regulations.

Meeting regarding potential subdivision on Rio Vista.

Review Sauers Notice of Merger application, open file.

Sheetrock Inspection #41 Rio Dell Apartments

Footings Inspection 780 Wildwood Avenue

Roof (Deck) Inspection 412 First Avenue

Sheetrock Inspection #45 Rio Dell Apartments

Rough Plumbing Inspection 1165 Eeloa

Meeting with potential buyer of Marathon 2 project

Intergovernmental

Humboldt-Rio Dell Business Park

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



DATE: June 6, 2023
TO: Mayor and Members of the City Council
THROUGH: Kyle Knopp, City Manager
FROM: Travis Sanborn, Finance Director
SUBJECT: Adoption of Fiscal Year 2023-24 City Budget

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve Resolution 1583-2023 adopting the Fiscal Year (FY) 2023-24 Operating and Capital Budget and Position Allocation Table or provide additional direction and instruct staff to return on June 20, 2023, with the adoption of the budget.

BACKGROUND AND DISCUSSION:

On May 16, 2023, the Council received a presentation of the recommended budget, organizational chart, summary of capital and special projects, and the budget calendar. During the special study session, the Council and staff recommended the following changes:

- \$22,000 split between the Sewer (050) and Water (060) Operations Funds to procure a summer GIS intern.
- Adjusted part-time Public Works Utility Worker position from 0.5 FTE non-benefitted position to 1.0 FTE benefitted position expensed to the Water Operations Fund (060).
- Pro-rated benefits were added to the Police Department Records Technician position.

Since the Council last saw this budget the following changes have been made:

- \$32,000 has been added to the Sewer Operations Fund (050) to complete the NPDES Permit Renewal.
- Adjusted Insurance projections based on SCORE forecasts.

The proposed budget totals \$8,769,395 (operating expenditures \$4,648,763; debt service and pass-thru amounts \$488,881; and capital projects \$3,631,751). This is a decrease of \$184,211, or 2% under last year’s adopted budget. This decrease is primarily due to the completion of the multi-year street improvement capital projects. Revenues utilized to finance FY 2023-24 are

\$7,577,932 with \$1,191,463 coming from the use of unassigned fund balance. All estimated ending fund balances remain above the 30% target reserve minimum, with the exception of the Sewer Operations Fund (050), Solid Waste Fund (027), and Water Dinsmore Zone (064) funds.

ATTACHMENTS:

Resolution 1583-2023 Fiscal Year 2023-24 Operating and Capital Budget
Budget Documents and Worksheets



City of Rio Dell Recommended Budget FY 2023-24



Recommended Budget Outline

- Budget Process Timeline
- Priority Update
- Budget Changes
- Total Recommended Budget
- City Expenses
- City Revenue Sources
- General Fund Expenses
- General Fund Revenue Sources
- General Fund 5 Year Comparison
- General Fund Unassigned Reserve
- Capital Projects
- Grants
- City Organizational Chart
- Personnel History
- Next Steps



Priority Setting FY 2023-24

- Recruitment / Retention
- Public Works Infrastructure
- Community Development
- Economic Development Plan
- Public Safety – Staffing



Budget Changes

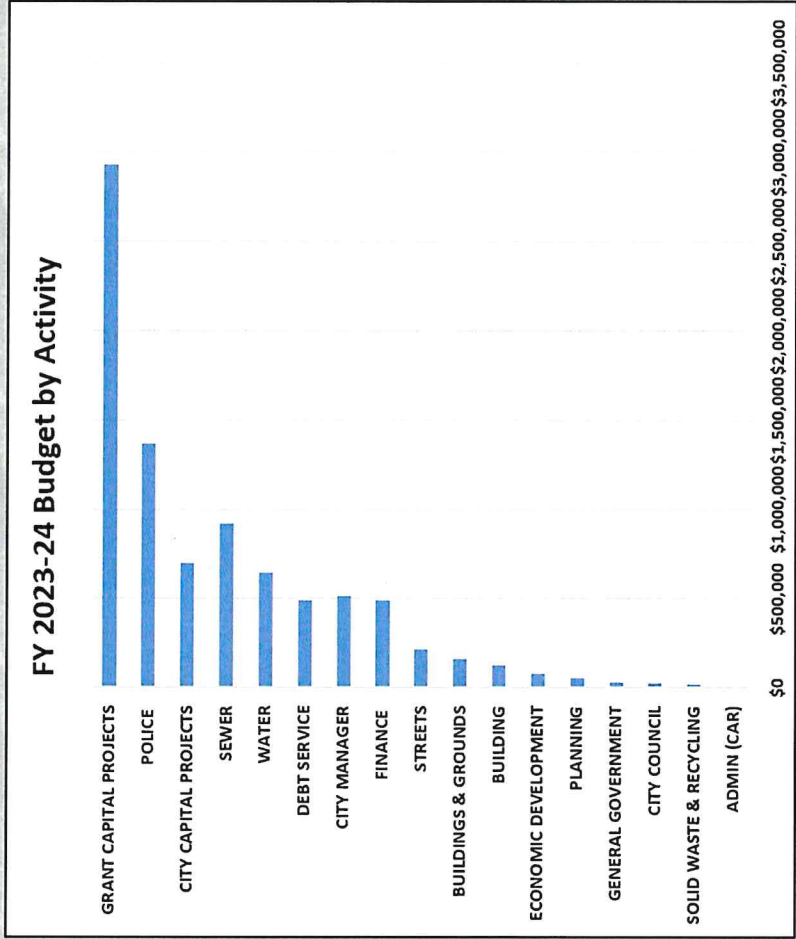
Since the Council last saw this budget the following changes have been made:

- \$22,000 split between the Sewer (050) and Water (060) Operations Funds to procure a summer GIS intern.
- Adjusted part-time Public Works Utility Worker position from 0.5 FTE non-benefitted position to 1.0 FTE benefitted position expensed to the Water Operations Fund (060).
- Pro-rated benefits were added to the Police Department Records Technician position.
- \$32,000 has been added to the Sewer Operations Fund (050) to complete the NPDES Permit Renewal.
- Adjusted Insurance projections based on SCORE forecasts.



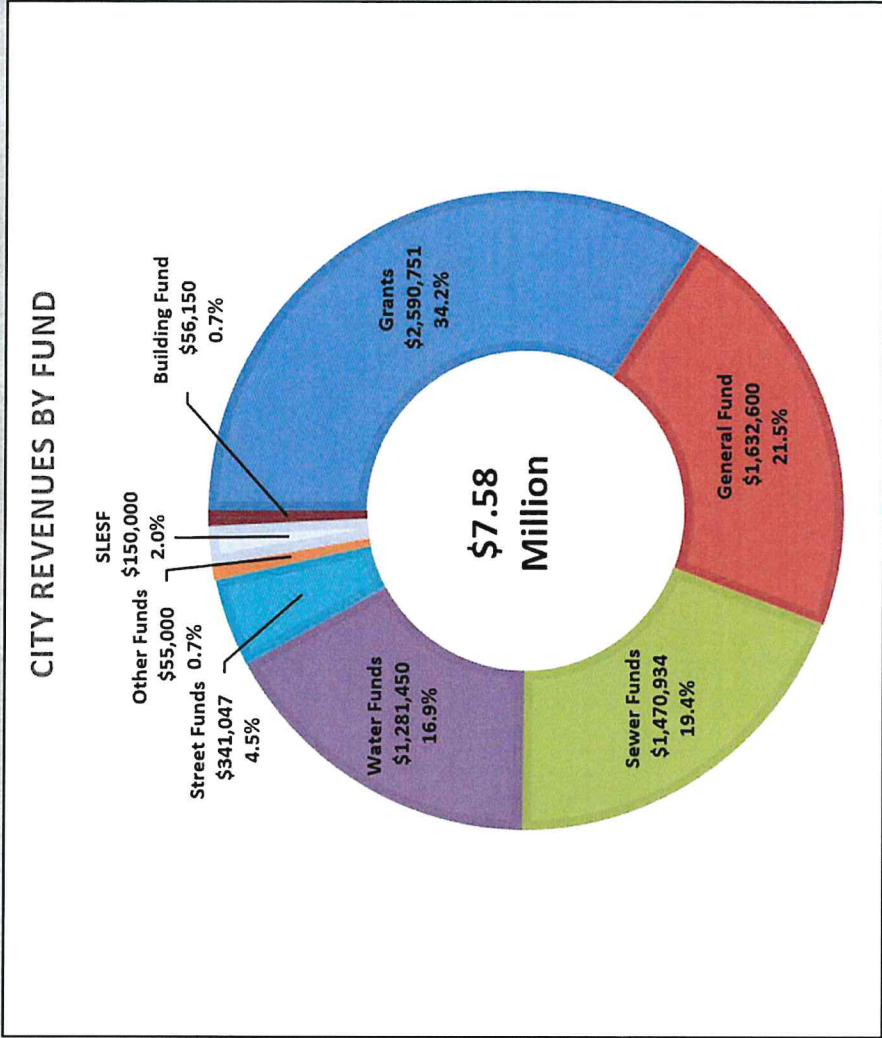
Recommended City Budget \$8.77 Million

■ Total City Budget for FY 2023-24 is **\$8.77MM** compared to **\$8.95MM** the prior year. A decrease of **\$180k**, or **2%**.





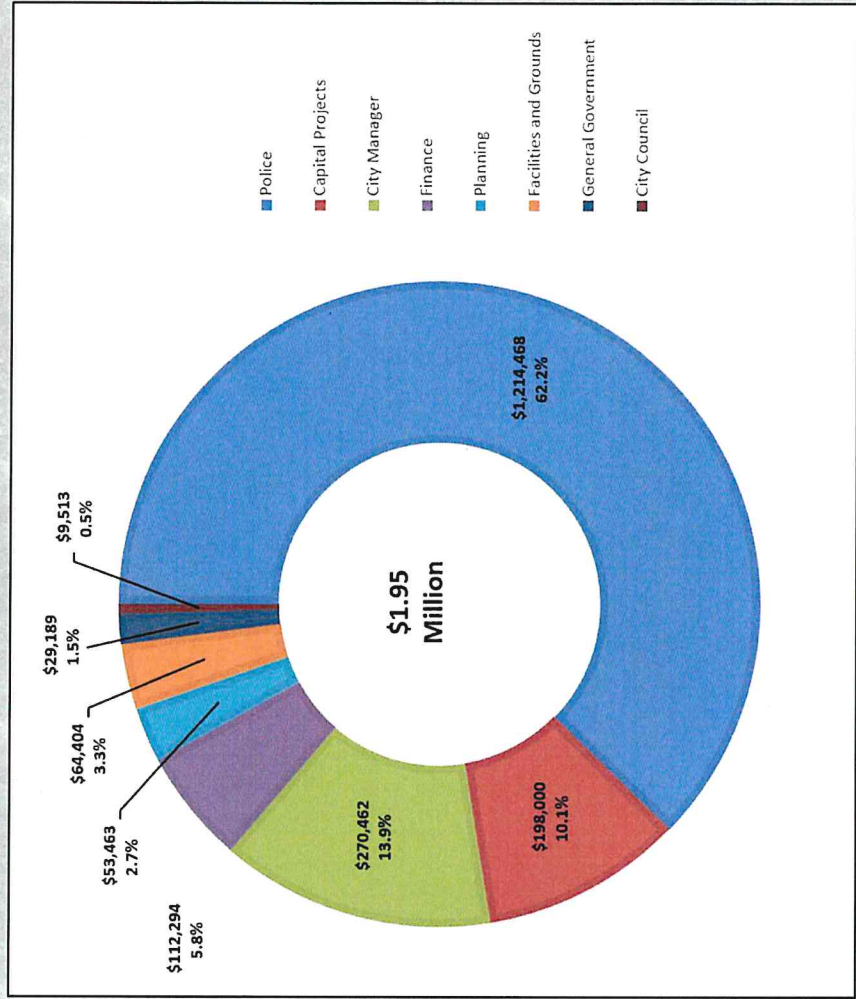
City Revenue Sources



City revenues are estimated to be **\$7.58 MM** for FY 2023-24 compared to **\$8.04 MM** last year, a decrease of **\$460,000**, or 6%



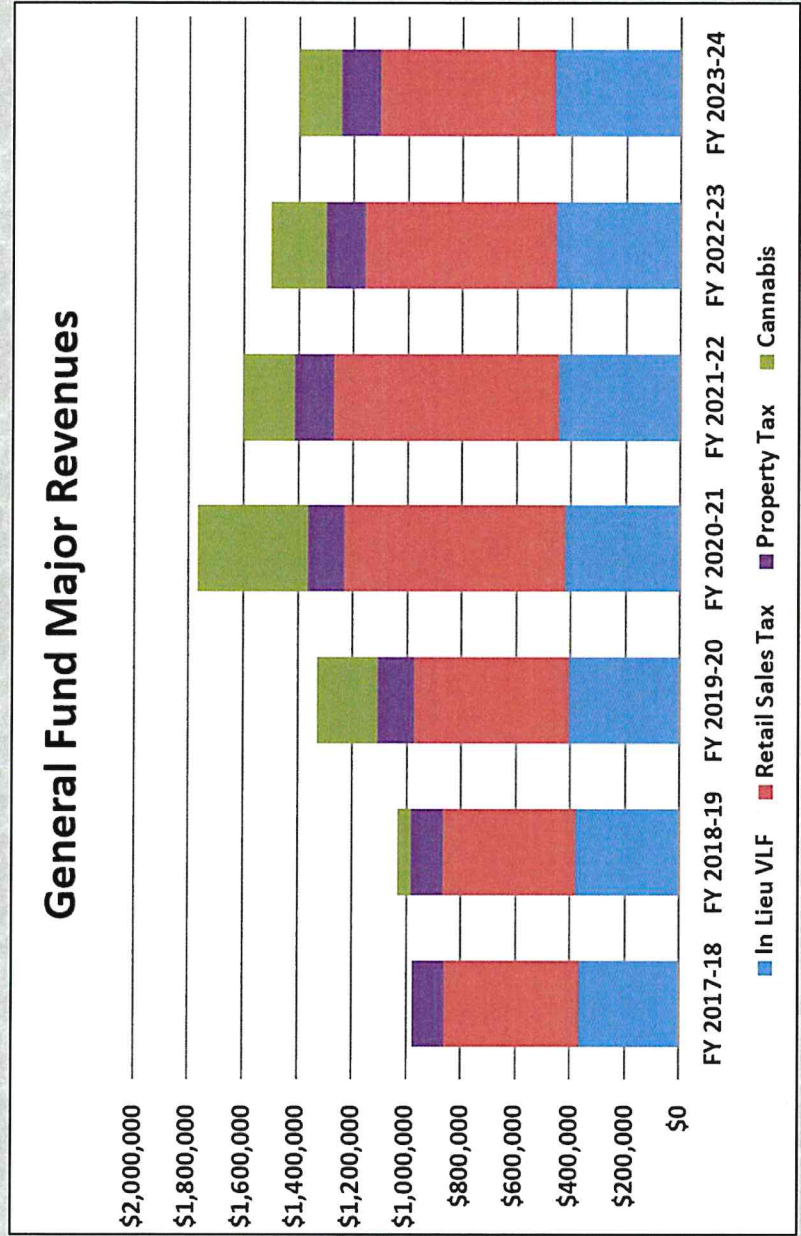
General Fund Expenses



Police Department	\$1,214,468
Capital Projects	\$198,000
City Administration	\$270,462
Finance Department	\$112,294
Planning	\$53,463
Facilities and Grounds	\$64,404
General Government	\$29,189
City Council	\$9,513
Total Expenses	\$1,951,792



General Fund Revenue Sources



▪ Budgeted General Fund revenues for FY 2023-24 are **\$1.63 MM** compared to **\$1.76 MM** last year, a decrease of **\$130,000** or **7%**.



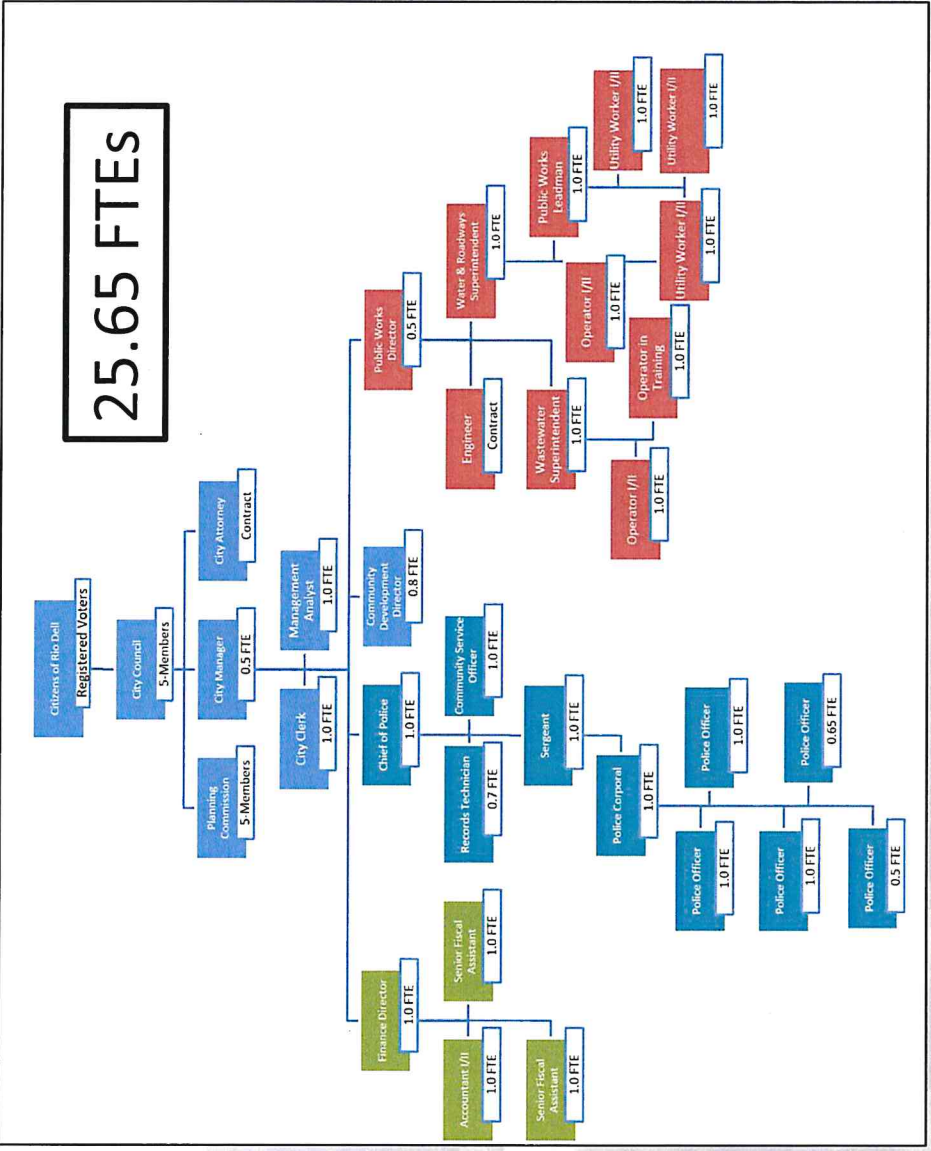
Capital Projects

FY 2023-24 Summary of Capital & Special Projects

ACCOUNT	PROJ #	PROJECT NAME	Gen Fund (000)	Park Per Capita (014)	Parks Capital (018)	ARPA-SLFRF (076)	Sewer (052)	Water (062)	TOTAL
GENERAL FUND PROJECTS									
6500 14 000 0000	9068	Asphalt Street Resurfacing	100,000						100,000
6500 14 000 0000	9070	City Beautification	38,000						38,000
6525 14 000 0000	9031	Police Dept Improvements	50,000						50,000
6000 14 000 0000	9050	Police Storage Container	10,000						10,000
GRANTS									
6525 14 014 0000	9071	Per Capita Park Development (Dog Park)		177,952					177,952
6500 14 018 0000	9073	Eel River Trail			2,214,929				2,214,929
6525 14 018 0000	9088	Gateway Beautification			197,870				197,870
6500 14 076 0000		Monument Road Repair				200,000			200,000
6525 14 076 0000	9086	Open Space Facility				140,000			140,000
WASTEWATER PROJECTS AND EQUIPMENT									
5115 14 052 0000	9036	SCADA Upgrades					10,000		10,000
6500 14 052 0000	9010	I&I Reductions					35,000		35,000
6500 14 052 0000		Compliance Project Chloramine					120,000		120,000
6525 14 052 0000		Biosolids Tent Roof Repair/Replacement					100,000		100,000
WATER PROJECTS AND EQUIPMENT									
5115 14 062 0000	9036	SCADA Upgrades						10,000	10,000
6500 14 062 0000	9048	Water Meter Replacement						12,000	12,000
6200 14 062 0000	9021	Meter Reading Equipment Replacement						26,000	26,000
6500 14 062 0000	9049	Paint Water Tank (Douglas)						80,000	80,000
6000 14 062 0000	9054	Backwash Flow Meter						10,000	10,000
6500 14 064 0000	9011	Monument Water Line Replacement						100,000	100,000
TOTAL ALL PROJECTS			198,000	177,952	2,412,799	340,000	265,000	238,000	3,631,751

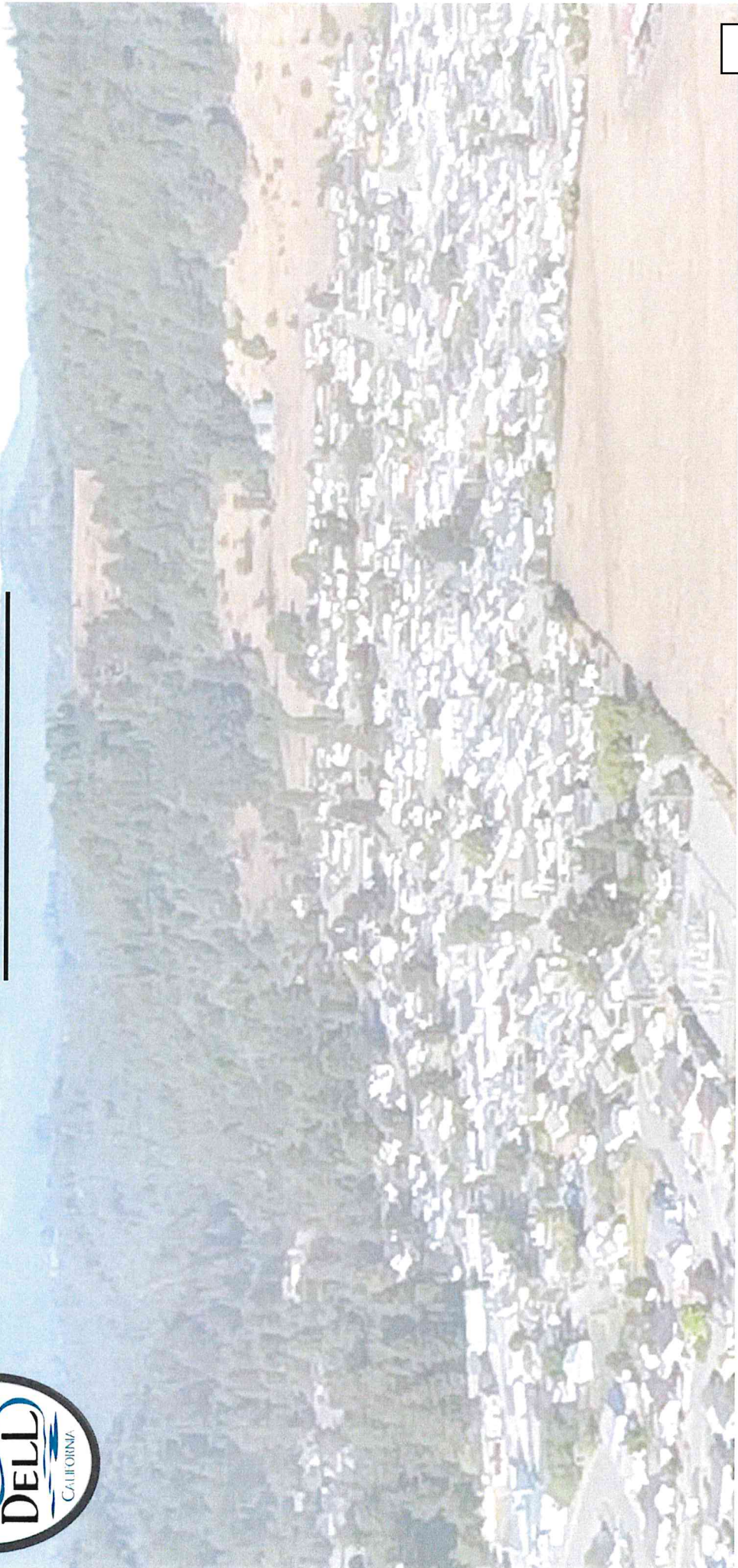


City Organizational Chart





Questions?





**RESOLUTION NO. 1583-2023
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL ADOPTING THE
OPERATING & CAPITAL BUDGET FOR FISCAL YEAR 2023-24**

WHEREAS, the City is required to adopt an annual operating budget pursuant to City of Rio Dell Resolution 1227-2014; and

WHEREAS, the City Manager’s proposed budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024, has been reviewed and revised at various public meetings by the City Council; and

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby approve and adopt the City of Rio Dell Fiscal Year (FY) 2023-24 Operating & Capital Budget comprised of revenues totaling \$7,577,932 and expenditure appropriations in the amount of \$8,769,395, with a net draw from the fund balance of \$1,191,463 as follows

FUND	NAME	RESERVES	REVENUES	EXPENDITURES		RESERVES		
		EST Beginning Fund Bal.	Projected Totals	Projected Totals	Transfers	Change in Fund Balance	Est. End. Fund Balance	Target 30% Reserve
005	Admin Fund	52,176	40,000	1,600		38,400	90,576	480
008	Building Fund	-	56,150	125,936	(69,786)			NA
037	CDBG Fund	-		-			-	-
039	CDBG RRLF Fund	571,131	5,000	-	4,664	336	571,467	-
000	General Fund	1,654,938	1,632,600	1,951,792	62,068	(381,260)	1,273,678	585,538
003	Economic Development	278,221	-	77,000	-	(77,000)	201,221	23,100
044	Measure Z Fund	-	-	-		0	-	-
074	Recycling Fund	29,350	5,000	9,000		(4,000)	25,350	2,700
015	Parks Fund	18,184	-	-		-	18,184	-
014	Park Per Capita Grant	-	177,952	177,952		-	-	NA
040	SLESF Fund	119,563	150,000	155,666		(5,666)	113,898	46,700
018	Trails & Parks (Clean CA)	2,412,799	2,412,799	2,412,799		-	2,412,799	NA
052	Sewer Capital Fund	1,194,272	105,000	265,000		(160,000)	1,034,272	79,500
054	Sewer Debt Svc Fund	113,651	302,934	302,934		-	113,651	-
054	Sewer Restricted Reserve	302,822	-	-		-	302,822	302,822
050	Sewer Operations Fund	357,736	1,063,000	1,249,637		(186,637)	171,099	374,891
027	Solid Waste Fund	6,708	5,000	9,820	3,054	(7,874)	(1,166)	2,946
093	Spay & Neuter Fund	3,228		-		-	3,228	-
020	Gas Tax Fund (HUTA)	168,852	104,517	102,407		2,110	170,962	30,722
024	TDA Fund	50,207	125,803	119,675		6,128	56,335	35,902
026	RSTP Fund	31,521	27,000	24,103		2,897	34,418	7,231
021	SB1 (RMRA) Fund	122,488	83,727	70,257		13,470	135,958	21,077
076	ARPA-SLFRF	736,150	-	340,000		(340,000)	396,150	NA
062	Water Capital Fund	1,235,056	263,375	138,000		125,375	1,360,431	41,400
063	Water Metro Wells Fund	46,841	18,375	29,099		(10,724)	36,117	8,730
064	Water Dinsmore Zone	28,977	23,200	110,100		(86,900)	(57,923)	33,030
061	Water Restricted Reserve	136,000	-	-		-	136,000	136,000
061	Water Debt Svc Fund	258,930	136,000	136,000		-	258,930	40,800
060	Water Operations Fund	1,289,075	840,500	960,618		(120,118)	1,168,957	288,185
	TOTAL	11,218,876	7,577,932	8,769,395	-	(1,191,463)	10,027,413	2,061,754

BE IT FURTHER RESOLVED, that staffing is adopted and funded in the FY 2023-24 Operating Budget as follows:

FISCAL YEAR 2023-24						
POSITION ALLOCATION TABLE						
DEPARTMENT/POSITION	FULL-TIME EMPLOYEES (FTEs)					
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
ADMINISTRATION						
Management Analyst I/II/Sr	--	--	--	1.00	1.00	1.00
City Clerk	1.00	1.00	1.00	1.00	1.00	1.00
City Manager/Public Works Director	1.00	1.00	1.00	1.00	1.00	1.00
Community Development Director	0.80	0.80	0.80	0.80	0.80	0.80
Total FTEs	2.80	2.80	2.80	3.80	3.80	3.80
FINANCE DEPARTMENT						
Accountant I/II	1.00	1.00	1.00	1.00	1.00	1.00
Finance Director	1.00	1.00	1.00	0.60	0.60	1.00
Fiscal Assistant I/II	1.00	1.00	1.00	1.00	-	-
Senior Fiscal Assistant	1.00	1.00	1.00	1.00	2.00	2.00
Total FTEs	4.00	4.00	4.00	3.60	3.60	4.00
POLICE DEPARTMENT						
Chief of Police	1.00	1.00	1.00	1.00	1.00	1.00
Community Service Officer	--	--	1.00	1.00	1.00	1.00
Police Corporal	--	--	--	1.00	1.00	1.00
Police Officer	4.00	4.25	4.25	3.25	3.25	4.15
Police Officer Recruit	--	--	--	--	1.00	-
Records Technician	0.70	0.70	0.70	0.70	0.70	0.70
Sergeant	1.00	1.00	1.00	1.00	1.00	1.00
Total FTEs	6.70	6.95	7.95	7.95	8.95	8.85
PUBLIC WORKS DEPARTMENT						
Operator in Training (OIT)	1.00	1.00	1.00	1.00	1.00	1.00
Public Works Leadman	1.00	1.00	1.00	1.00	1.00	1.00
Utility Worker I/II/III	2.50	2.50	2.50	2.50	2.50	3.00
Wastewater Superintendent Trainee	1.00	--	--	--	--	--
Wastewater Superintendent	--	1.00	1.00	1.00	1.00	1.00
Water/Streets Superintendent	1.00	1.00	1.00	1.00	1.00	1.00
Water/Wastewater Plant Operator I/II/III	2.00	2.00	2.00	2.00	2.00	2.00
Total FTEs	8.50	8.50	8.50	8.50	8.50	9.00
TOTAL CITY FTEs	22.00	22.25	23.25	23.85	24.85	25.65

BE IT FURTHER RESOLVED, as follows:

Section 1.

It is the City Council's intention to approve and adopt an annual budget to provide financial guidance for routine operations of City business, and capital projects and to provide information to the general public.

Section 2.

The adopted annual City budget will be implemented and maintained in accordance with City Budget Policy as outlined in Resolution 1227-2014.

Section 3.

Adoption of the annual budget does not expressly approve expenditures of funds in excess of purchasing authority as outlined by City Resolution, Ordinance, State, or Federal law.

Section 4.

Adoption of the FY 2023-24 Budget includes one fund which is not projected to have the minimum Reserve balance (15%) as set forth in City policy. Therefore, an exception to the City's Minimum Fund Balance Policy established by Resolution No. 1154-2012 is hereby granted for the Sewer Operations Fund (050), Solid Waste Fund (027), and Water Dinsmore Zone Fund (064).

Section 5.

Adoption of the FY 2023-24 budget includes the following inter-fund transfers:

From:

027	Solid Waste	\$	3,054	For City Manager time on solid waste activities
039	CDBG	\$	592	For Community Development Director time on CDBG activities
039	CDBG	\$	4,072	For City Manager time on CDBG activities
008	Building	\$	4,072	For City Manager time on Building activities
000	General Fund	\$	69,786	Subsidy for Building fund activities that exceed actual revenues
	Total	\$	81,576	

To:

000	General Fund	\$	3,054	From Solid Waste for City Manager staff costs
000	General Fund	\$	592	From CDBG for Community Development Director staff costs
000	General Fund	\$	4,072	From CDBG for City Manager staff costs
000	General Fund	\$	4,072	From Building for City Manager staff costs
008	Building	\$	69,786	From General Fund to cover expenses that exceed charges for services
	Total	\$	81,576	

Section 6.

Adoption of the FY 2023-24 Budget authorizes the use of fund balance (expenditures exceeding revenues and transfers) in the following funds in the following amounts: General Fund (000) \$381,260, Economic Development Fund (003) \$77,000, Solid Waste Fund (027) \$7,874, Recycling Fund (074) \$4,000, SLESF Fund (040) \$5,666, Sewer Operations Fund (050) \$186,637, Sewer Capital Fund (052) \$160,000, ARPA-SLFR Fund (076) \$340,000, Water Operations Fund (060) \$120,118, Water Metro Wells (063) \$10,724, and Water Dinsmore Zone (064) \$86,900.

PASSED AND ADOPTED by the City of Rio Dell on this 6th day of June 2023, by the following roll call vote:

- Ayes:
- Noes:
- Abstain:
- Absent:

Debra Garnes, Mayor

ATTEST:

Karen Dunham, City Clerk

DRAFT

Section I, Item 1.

FY 2023-24 Summary of Capital & Special Projects

ACCOUNT	PROJ #	PROJECT NAME	Gen Fund (000)	Park Per Capita (014)	Parks Capital (018)	ARPA-SLFRF (076)	Sewer (052)	Water (062)	TOTAL
GENERAL FUND PROJECTS									
6500 14 000 0000	9068	Asphalt Street Resurfacing	100,000						100,000
6500 14 000 0000	9070	City Beautification	38,000						38,000
6525 14 000 0000	9031	Police Dept Improvements	50,000						50,000
6000 14 000 0000	9050	Police Storage Container	10,000						10,000
GRANTS									
6525 14 014 0000	9071	Per Capita Park Development (Dog Park)		177,952					177,952
6500 14 018 0000	9073	Eel River Trail			2,214,929				2,214,929
6525 14 018 0000	9088	Gateway Beautification			197,870				197,870
6500 14 076 0000		Monument Road Repair				200,000			200,000
6525 14 076 0000	9086	Open Space Facility				140,000			140,000
WASTEWATER PROJECTS AND EQUIPMENT									
5115 14 052 0000	9036	SCADA Upgrades					10,000		10,000
6500 14 052 0000	9010	I&I Reductions					35,000		35,000
6500 14 052 0000		Compliance Project Chloramine					120,000		120,000
6525 14 052 0000		Biosolids Tent Roof Repair/Replacement					100,000		100,000
WATER PROJECTS AND EQUIPMENT									
5115 14 062 0000	9036	SCADA Upgrades						10,000	10,000
6500 14 062 0000	9048	Water Meter Replacement						12,000	12,000
6200 14 062 0000	9021	Meter Reading Equipment Replacement						26,000	26,000
6500 14 062 0000	9049	Paint Water Tank (Douglas)						80,000	80,000
6000 14 062 0000	9054	Backwash Flow Meter						10,000	10,000
6500 14 064 0000	9011	Monument Water Line Replacement						100,000	100,000
TOTAL ALL PROJECTS									3,631,751
			198,000	177,952	2,412,799	340,000	265,000	238,000	3,631,751

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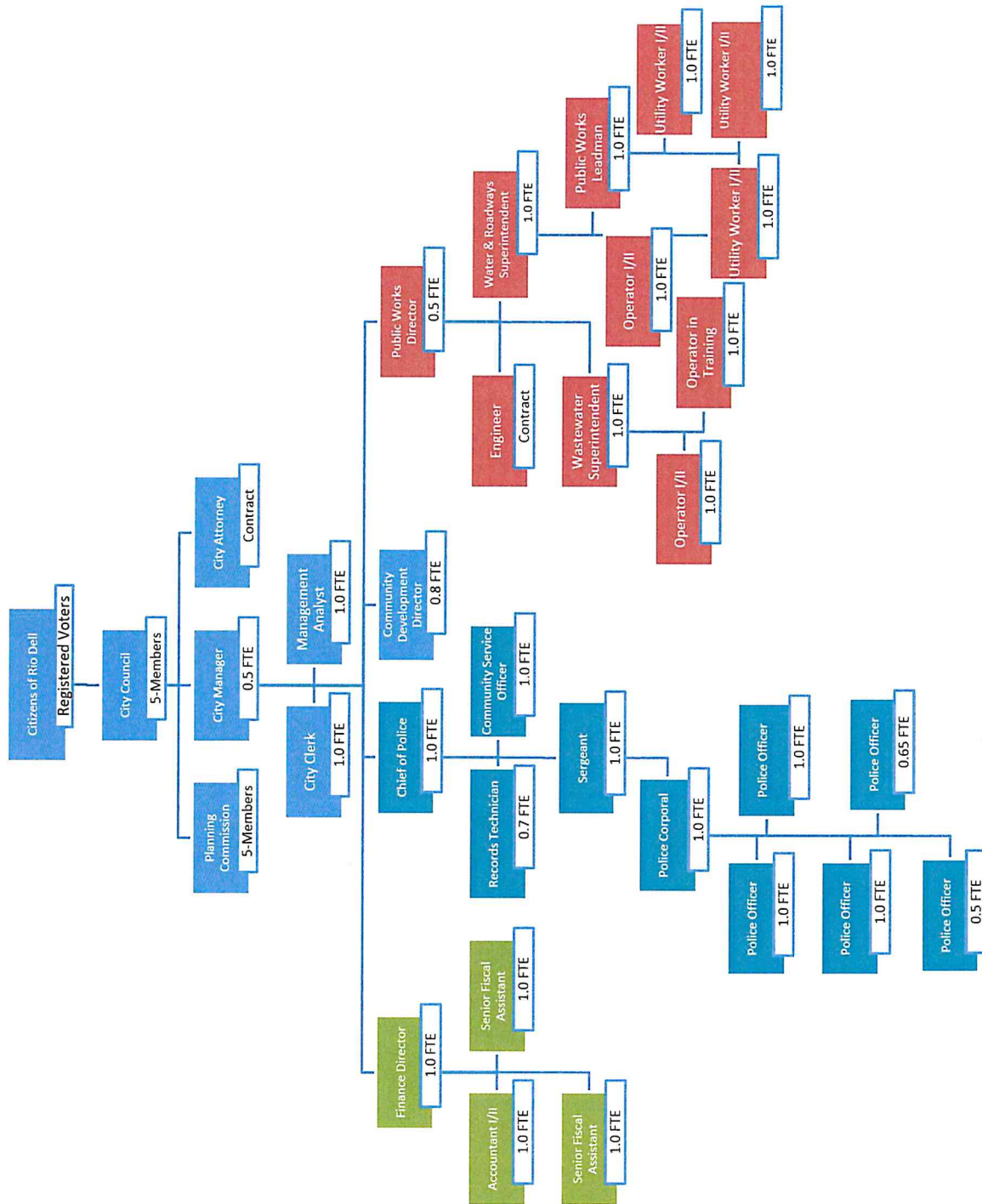
City of Rio Dell

Organizational Chart

Fiscal Year 2023-24

Proposed Budget: 25.65 FTE

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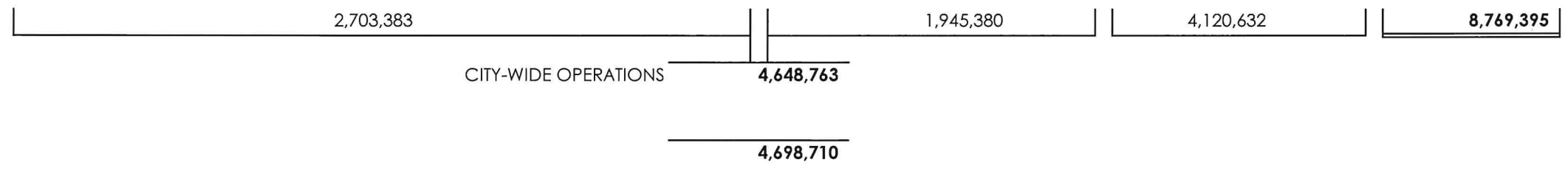
FY 2023-24 RECOMMENDED OPERATING AND CAPITAL BUDGET

Resolution 1583-2023, Adopted June 7, 2023

City of Rio Dell

Budget Summary by Department and by Fund

FUND	NAME	RESERVES	REVENUES	CITY OPERATIONS								PUBLIC WORKS OPERATIONS				OTHER			EXPENDITURES		RESERVES			
		EST Beginning Fund Bal.	Projected Totals	Admin Car	Building Dept.	City Council Dept.	City Manager Dept.	Finance Dept.	General Govt. Dept.	Planning Dept.	Police Dept.	Recycling and Solid Waste	Facilities and Grounds	Sewer Dept	Streets Dept	Water Dept	Capital Projects	Pymts and Debt Svc	Contingency	Projected Totals	Transfers	Change in Fund Balance	Est. End. Fund Balance	Target 30% Reserve
005	Admin Fund	52,176	40,000	1,600												-			1,600		38,400	90,576	480	
008	Building Fund	-	56,150		125,936														125,936	(69,786)			NA	
037	CDBG Fund	-																	-		-	-	-	
039	CDBG RRLF Fund	571,131	5,000																-	4,664	336	571,467	-	
000	General Fund	1,654,938	1,632,600			9,513	270,462	112,294	29,189	53,463	1,214,468			64,404		198,000		-	1,951,792	62,068	(381,260)	1,273,678	585,538	
003	Economic Development	278,221	-						77,000										77,000	-	(77,000)	201,221	23,100	
044	Measure Z Fund	-	-																-		0	-	-	
074	Recycling Fund	29,350	5,000																9,000		(4,000)	25,350	2,700	
015	Parks Fund	18,184	-																-		-	18,184	-	
014	Park Per Capita Grant	-	177,952													177,952			177,952		-	-	NA	
040	SLESF Fund	119,563	150,000								155,666								155,666		(5,666)	113,898	46,700	
018	Trails & Parks (Clean CA)	2,412,799	2,412,799													2,412,799			2,412,799		-	2,412,799	NA	
052	Sewer Capital Fund	1,194,272	105,000													265,000			265,000		(160,000)	1,034,272	79,500	
054	Sewer Debt Svc Fund	113,651	302,934														302,934		302,934		-	113,651	-	
054	Sewer Restricted Reserve	302,822	-																-		-	302,822	302,822	
050	Sewer Operations Fund	357,736	1,063,000			8,154	110,456	170,882						40,253	919,893				1,249,637		(186,637)	171,099	374,891	
027	Solid Waste Fund	6,708	5,000											9,820					9,820	3,054	(7,874)	(1,166)	2,946	
093	Spay & Neuter Fund	3,228																	-		-	3,228	-	
020	Gas Tax Fund (HUTA)	168,852	104,517			815	12,273	4,882						11,271	73,166				102,407		2,110	170,962	30,722	
024	TDA Fund	50,207	125,803			544	8,182	4,882						4,830	51,290		49,947		119,675		6,128	56,335	35,902	
026	RSTP Fund	31,521	27,000												24,103				24,103		2,897	34,418	7,231	
021	SB1 (RMRA) Fund	122,488	83,727												70,257				70,257		13,470	135,958	21,077	
076	ARPA-SLFRF	736,150	-													340,000			340,000		(340,000)	396,150	NA	
062	Water Capital Fund	1,235,056	263,375													138,000			138,000		125,375	1,360,431	41,400	
063	Water Metro Wells Fund	46,841	18,375																29,099		(10,724)	36,117	8,730	
064	Water Dinsmore Zone	28,977	23,200												10,100	100,000			110,100		(86,900)	(57,923)	33,030	
061	Water Restricted Reserve	136,000	-																-		-	136,000	136,000	
061	Water Debt Svc Fund	258,930	136,000														136,000		136,000		-	258,930	40,800	
060	Water Operations Fund	1,289,075	840,500			8,154	110,456	195,294						40,253					960,618		(120,118)	1,168,957	288,185	
TOTAL		11,218,876	7,577,932	1,600	125,936	27,179	511,828	488,235	106,189	53,463	1,370,133	18,820	161,011	919,893	218,815	645,661	3,631,751	488,881	-	8,769,395	-	(1,191,463)	10,027,413	2,061,754




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



For Meeting of: June 6, 2023

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: May 24, 2023

Subject: Second Reading, Approval and Adoption of Ordinance No. 398-2023 Amending of Section 10.05.530, Parking and Storage of Vehicles on Streets.

Recommendation:

That the City Council:

1. Receive a brief staff presentation regarding the proposed parking amendments; and
2. Open the public hearing, receive public input and deliberate; and
4. Approve and adopt Ordinance No. 398-2023 amending Section 10.05.530, Parking and Storage of Vehicles on Streets.

Background and Discussion

As reported at your meeting of April 18, 2023 the Community Services Officer (CSO) recommended some changes to the City’s provisions regarding the parking and storage of vehicles on streets. The CSO recently discussed this problem with both the Nuisance Committee and Traffic Committee and suggested the amendments below to the regulations.

10.05.530 Use of streets for storage of vehicles prohibited.

(1) No person who owns or has possession, custody or control of any vehicle, **including trailers, recreational vehicles and boats** shall park such vehicle upon any street or alley for more than a consecutive period of 72 hours. [Ord. 173 § 33-11.050, 1983.]

(2) After any vehicle including trailers, recreational vehicles and boats has been parked or left standing in the same location on a street or alley for 72 or more consecutive hours, such vehicle must be moved at least one block or 300 lineal feet, whichever is more, to avoid violation of California Vehicle Code Section 22651(k) or this section.

(3) In the event a vehicle is parked, including trailers, recreational vehicles and boats stored or left standing upon a street or alley in excess of 72 hours, the City may cause to remove such vehicle from the street or alley subject to the requirements of the California Vehicle Code.

Again, the CSO and both Committees recommends that the Council codify the changes. Ordinance No. 398-2023 amending Chapter 10.05, "Use of streets for storage of vehicles prohibited", Section 10.05.530 of the Rio Dell Municipal Code (RDMC) is included as Attachment 1.

Attachment 1: Ordinance No. 398-2023 amending Chapter 10.05, "Use of streets for storage of vehicles prohibited", Section 10.05.530 of the Rio Dell Municipal Code (RDMC).

ORDINANCE NO. 398-2023



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING CHAPTER 10.05, “USE OF STREETS FOR STORAGE OF VEHICLES PROHIBITED”, SECTION 10.05.530 OF THE RIO DELL MUNICIPAL CODE (RDMC).

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

WHEREAS the City’s Community Services Officer (CSO) is tasked for enforcing the City’s various regulations, including parking regulations; and

WHEREAS one of the difficulties in enforcing the regulations regarding the parking or storage of vehicles, including trailers, recreational vehicles and boats, the fact that many property owner’s move the vehicles ever so slightly; and

WHEREAS the CSO recently discussed this problem with both the Nuisance Committee and Traffic Committee; and

WHEREAS both Committees supported the proposed amendments and recommends that the Council codify the changes; and

WHEREAS the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a Project which has the potential for causing a significant effect on the environment under Title 14 of the California Code of Regulations, Section 15061(b)(3).

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

Section 1.

Chapter 10.05.530 of the Rio Dell Municipal Code is hereby amended to read in as follows:

10.05.530 Use of streets for storage of vehicles prohibited.

(1) No person who owns or has possession, custody or control of any vehicle, **including trailers, recreational vehicles and boats** shall park such vehicle upon any street or alley for more than a consecutive period of 72 hours. [Ord. 173 § 33-11.050, 1983.]

(2) **After any vehicle including trailers, recreational vehicles and boats has been parked or left standing in the same location on a street or alley for 72 or more consecutive hours, such vehicle must be moved at least one block or 300 lineal feet, whichever is more, to avoid violation of California Vehicle Code Section 22651(k) or this section.**

(3) **In the event a vehicle is parked, including trailers, recreational vehicles and boats stored or left standing upon a street or alley in excess of 72 hours, the City may cause to remove such vehicle from the street or alley subject to the requirements of the California Vehicle Code.**

Section 2. Severability

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

Section 3. Limitation of Actions

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

Section 4. Effective Date

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

I **HEREBY CERTIFY** that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on April 18, 2023 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 the May 2, 2023 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. 398-2023 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the May 2, 2023.

Karen Dunham, City Clerk, City of Rio Dell