



RIO DELL CITY COUNCIL AGENDA
CLOSED SESSION – 5:00 P.M.
REGULAR MEETING - 6:00 P.M.
TUESDAY, NOVEMBER 07, 2023

City Council Chambers
675 Wildwood Avenue, Rio Dell

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

**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. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. 2023/1107.01 - **Public Employee Performance Evaluation** – City Manager Pursuant to Gov't Code §54957

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION – 5:00 p.m.

F. RECONVENE INTO OPEN SESSION – 6:00 p.m.

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

J. PUBLIC PRESENTATIONS

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

K. CONSENT CALENDAR

The Consent Calendar 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.](#) 2023/1107.02 - Approve Minutes if the October 17, 2023 Regular Meeting **(ACTION)** - Pg. #4
- [2.](#) 2023/1107.03 - Adopt Resolution No. 1592-2023 Authorizing the City Manager to Execute Various Agreements with Caltrans **(ACTION)** - Pg. #10
- [3.](#) 2023/1107.04 - Adopt Resolution No. 1593-2023 Amending Master FeeSchedule to incorporate the Police Departments recently Adopted Animal Control Fees and Parking Violation Fees **(ACTION)** - Pg. #11
- [4.](#) 2023/1107.05 - Receive and file an update on the status of the Regional Climate Action Plan and approve the recommended modifications that will result in a qualified Climate Action Plan **(ACTION)** - Pg. # 16

5. 2023/1107.06 - Approve Employment Agreement for Wastewater Superintendent and authorize the City Manager to Execute the Agreement (**ACTION**) - Pg. #22

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. REPORTS/STAFF COMMUNICATIONS

1. 2023/1107.07 - City Manager/Staff Update (**RECEIVE & FILE**) - Pg. #32

N. SPECIAL PRESENTATIONS/STUDY SESSIONS

O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGS

1. 2023/1107.08 - Authorize staff to rebid the Gateway Project (**DISCUSSION/POSSIBLE ACTION**) - Pg. #37
2. 2023/1107.09 - Authorize Staff to issue an amend bid related to the Rio Dell Dog Park (**DISCUSSION/POSSIBLE ACTION**) - Pg. #38

P. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

*The next regular City Council meeting is scheduled for
Tuesday, October 18, 2022 at 6:30 PM.*

**RIO DELL CITY COUNCIL
REGULAR MEETING MINUTES
OCTOBER 17, 2023**

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

ROLL CALL: Present: (Closed Session) Mayor Garnes, Mayor Pro Tem Carter, Councilmembers Orr, Wilson, and Woodall, City Manager Knopp, and City Attorney Gans

Absent: Councilmember Orr

Present: (Regular Meeting) Mayor Garnes, Mayor Pro Tem Carter, Councilmembers Orr, Wilson, and Woodall

Absent: Councilmember Orr

Others Present: City Manager Knopp, Chief of Police Allen, Finance Director Sanborn, Water/Roadways Superintendent Jensen, Waste-water Superintendent Taylor, Senior Fiscal Assistant Maciel, and City Clerk Dunham

Absent: Community Development Director Caldwell

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Public Employee Performance Evaluation – City Manager under Gov't Code §54957

Conference with Labor Negotiator – Rio Dell Employees Association, Rio Dell Peace Officers Association, and all Contract Employees Under Gov't Code §54957

PUBLIC COMMENT REGARDING CLOSED SESSION

Mayor Garnes invited public comment regarding the closed session. No public comment was received.

The Council recessed into a closed session at 5:00 p.m. with City Manager Knopp and City Attorney Gans.

The Council reconvened into open session at 6:00 p.m. Mayor Garnes announced that there was nothing to report out of closed session.

PUBLIC PRESENTATIONS

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

OCTOBER 17, 2023 MINUTES**Page 2****CONSENT CALENDAR**

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

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

- 1) Minutes of the October 3, 2023 regular meeting;
- 2) Check Register for September

Motion carried 4-0.

REPORTS/STAFF COMMUNICATIONSCity Manager/Staff Update

City Manager Knopp provided highlights of the staff update and said that staff had a meeting last week with Senator McGuire and water board staff to go over some of the City's projects; particularly the \$12.9 million Water Distribution Grant, the Sanitary Sewer Evaluation Study, and others to access and figure out how to move these projects forward.

He noted that staff has also been working on the Painter St. Upsizing Line Project and has met some hurdles to cross such as getting permission slips signed on some pre-existing easements to conduct a cultural resources survey and a botany survey of the area to search for historical artifacts or endangered plant species. That hurdle was crossed off and there are assurances from the State that they will move those applications forward as promptly as possible.

He said that the City is still on schedule to put the Water CIP out to bid sometime in February 2024 and the SSES looks to be extended and expects to be approved for additional camera work.

He reported that at today's Board of Supervisors meeting, there was an agenda item related to Habitat for Humanity and their work in Rio Dell and other earthquake impact areas within the County. He encouraged anyone not able to watch the meeting to watch it on Access Humboldt.

He announced that the City's National Pollution Discharge Elimination System (NPDES) permit was approved and invited Wastewater Superintendent Taylor to comment on the matter.

Wastewater Superintendent Taylor commented that there were a couple of minor changes but nothing significant. He said that the Painter St. Upsizing Project seems to be gaining some traction and might be a reality sooner rather than later.

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The City Manager commented that the NPDES permit is required when discharging and is renewed every 5 years. He said that it becomes more and more complex and thanked Wastewater Superintendent Taylor for his work in bringing that to the finish line.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS/PUBLIC HEARINGSDiscussion on USDA Rural Development (RD) Direct Loan Opportunities

Finance Director Sanborn provided a staff report regarding USDA Rural Development (RD) direct loan opportunities. He noted that staff met with Reef Atwell-Smith, the USDA Community Programs Specialist to discuss funding programs in greater detail, including the Community Facilities Direct Loan and Grant programs.

He explained that these funds can be used to purchase, construct, or improve essential community facilities including public facilities, street improvements, and public safety or public works vehicles. Funding available under this program, includes low-interest direct loans, grants, or a combination of the two. Based on recent census data, Rio Dell qualifies for grants that could cover up to 75% of the project costs or 50k, whatever is greater. Direct loan terms and rates are determined during the application process but entertain rates as low as 3.875% with loan repayment terms up to 40 years dependent on the useful life of the facility.

Water and Waste Disposal Loans and Grant programs are another USDA Rural Development option that is intended to fund or finance the acquisition, construction, or improvement of water and wastewater facilities and infrastructure. Financing terms are similar to that of the Community Facilities program and would be determined during the beginning of the application process.

The last funding mechanism discussed with the USDA specialist was the Disaster Funding Grant program. The City was encouraged to apply for this limited tranche of money amounting to \$24 million across the entire state of California. Ideas included applying to offset the City's anticipated multi-million-dollar liability as a result of the 25% cost share the City potentially will be responsible for. Another proposal discussed was supporting the City's efforts to address the I & I or inflow and infiltration issues intensified in the aftermath of the December 2022 earthquake and documented by the City's contract engineers (GHD), in an engineer's report. He said that City staff will continue to work with USDA representatives to ensure a robust and impactful application is submitted.

Mayor Pro Tem Carter asked when the City would know whether it would be on the hook for the 25% cost share for infrastructure repairs related to the earthquake.

Finance Director Sanborn explained that step one is to submit and apply to the State for the designation to apply for the 100% reimbursement. Every single project after that is submitted individually for funding. There is no time table as to when or what the reimbursement amount will be.

Councilmember Wilson asked if this funding is separate from the Disaster Center project that was previously presented to the Council.

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Finance Director Sanborn said that this funding is not part of that project. He stated for clarification that many different applicants can apply for USDA loans and grants including private citizens, school districts, fire districts, and not just cities. He said that staff would keep the Council apprised of any further developments regarding funding.

Mayor Garnes asked if the City could apply for funding to cover the 25% cost share without knowing if it was going to be covered.

Finance Director Sanborn said that the idea is to request as much as they essentially would be willing to grant the City and provide the list of projects and potential \$6 million liability for the cost share. He said that USDA offers grants, loans, or a combination of the two and since Rio Dell qualifies as a severely disadvantaged community based on the last census, the City would have the ability to have a higher rating for a grant.

Update on Gateway Project

City Manager Knopp provided a staff report related to the Clean California Grant awarded to the City for \$197,870. The project includes tree plantings, irrigation upgrades, and an exercise station. The project was divided into two bids; the gateway landscaping and the exercise station. The only bid received was from Miller Farms for \$287,708 which did not include the exercise equipment.

He said that staff is recommending negotiating with the contractor to reduce the scope and cost of the landscaping portion of the project in conjunction with the Gateway Ad Hoc and staff from the Clean California Program. The cost-cutting most likely would involve reducing the number of trees planted in the gateway. Additionally, staff is recommending looking into additional financial resources noting that a \$5,000 grant from PG&E was awarded. There is another pending grant application for \$20,750 from Coast Central Credit Union for exercise equipment and possibly other grant sources not yet identified. In the FY 2023-24 budget, \$38,000 was approved for beautification which could be utilized. Funds from Economic Development or the General Fund were identified as other potential funding sources to complete the project.

City Manager Knopp said that staff believes that through a combination of cost and scope reductions and identification of new funding for the project, a positive and substantive project is still possible. Staff will return to the Council for approval of any contract with Miller Farms after negotiation and the recommended financing approach.

Mayor Pro Tem Carter said that she sat on the Ad Hoc committee and it would be great to reduce the costs but the community needs to see something that is an upgrade to the City and helps to boost morale in the community.

Councilmember Woodall said that she would not want to see money come out of the Economic Development Fund or the General Fund but is willing to look at other funding opportunities.

Councilmember Wilson asked for a cost estimate for the exercise equipment.

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City Manager Knopp indicated that the quote came in just under \$21,000, with an estimated \$35,000 for installation and set-up of the ADA facilities.

Councilmember Wilson agreed that funds from the Economic Development or General Fund should not be used for the project.

Mayor Garnes said that she would like to see the project move forward with perhaps the reduction in the number of trees and commented that there is a lot of expense involved with preparing the soil to plant so there would be additional cost savings there. She expressed support for using a small amount of economic development funding if necessary because having a beautiful town to come into would add to economic development.

Councilmember Woodall asked if the flowering Cherry trees would be planted between existing trees as part of the reduction plan and asked about the tall healthy trees.

Mayor Garnes said that the recommendation of the Ad Hoc was to have all of the trees the same but the determination comes down to what can be negotiated as far as costs..

City Manager Knopp noted that the bulk of the cost is soil preparation and not the actual cost of the trees and irrigation.

Councilmember Woodall asked if it was a nursery or the city that planted the existing trees.

Water/Roadways Superintendent Jensen said that he recalled public works only putting in a couple of trees.

Councilmember Wilson asked if it would be possible for any portion of the project to be done by public works staff and if there was a deadline for completion of the project.

City Manager Knopp indicated that for city staff to engage in the construction of a project of this size is not realistic. He said that the project must be completed by June 2024.

Mayor Garnes invited public comment regarding the project. No public comment was received.

The motion was made by Woodall/Carter to accept the bid from Miller Farms for the Gateway Project and direct the City Manager to develop an agreement in coordination with the Ad Hoc Committee and Clean California Program and return to the Council for final approval, and work to reduce the cost and scope of the project and present options to the City Council for providing additional funding. Motion carried 4-0.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Carter reported that she represented the City at the Great Redwood Trail event at the Dyerville Loop which was a good well-attended event. She said that Rio Dell

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got a lot of attention and gave away great stuff. She commented that the eclipse helped bring people out as it was a great location to watch it.

She also reported that there would be a Nuisance Advisory Committee meeting tomorrow at 3:00 p.m. followed by a Beautification, Walkability, and Pride Committee meeting on Thursday at 4:00 p.m. Lastly, she announced there would be a Trunk & Treat event held at the Fire Hall on Halloween night.

Councilmember Wilson announced that he would be attending a Redwood Coast Energy Authority (RCEA) meeting next week and said that he attended an HWMA meeting last week but had nothing to report.

Councilmember Woodall reported that she attended a Chamber of Commerce meeting with the discussion focused on Christmas activities. They will be obtaining a permit again this year to light up the Paul Mudgett Bridge.

Mayor Pro Tem Carter announced that the Chamber will be putting up Christmas decorations on November 11th and 18th for anyone interested in volunteering. The annual tree lighting event will take place on December 2nd.

Mayor Garnes reported that she attended a Seismic Safety Committee meeting in Sacramento and they discussed grant opportunities for low to moderate-income residents and said that information can be obtained on the USDA website.

Mayor Garnes introduced and welcomed Sunshine Kelly as the City's next Wastewater Superintendent.

ADJOURNMENT

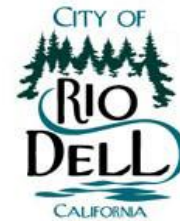
A motion was made by Carter/Woodall to adjourn the meeting at 6:35 p.m. to November 7, 2023. Motion carried 4-0.

Debra Garnes, Mayor

Attest:

Karen Dunham, City Clerk

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



DATE: November 7, 2023
TO: Mayor and Members of the City Council
THROUGH: Kyle Knopp, City Manager
FROM: Travis Sanborn, Finance Director
SUBJECT: Establishing the City Manager to Execute Various Agreements with the Caltrans

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Adopt Resolution 1592-2023 authorizing the City Manager to execute Federal and/or State Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements and any amendments to the Master Agreements with the California Department of Transportation.

BACKGROUND AND DISCUSSION

The City of Rio Dell receives numerous federal and state grant funds that provide revenue for projects and programs throughout the City. To receive these funds, the City must enter into a Master Agreement with the California Department of Transportation for each funding source. As laws and regulations change, the State of California revises these Master Agreements and requires the City to execute new Master Agreements as necessary. In addition to the Master Agreements, each funding distribution under a Master Agreement requires the City to enter into a Program Supplemental Agreement before distributing funds for that grant and/or phase of work. Occasionally, the City also enters into Fund Exchange and/or Fund Transfer Agreements under these Master Agreements as they become necessary for different funding types and availability of funds.

ATTACHMENTS:

Resolution No. 1592-2023



RESOLUTION NO. 1592-2023
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
ESTABLISHING THE CITY MANAGER TO EXECUTE VARIOUS AGREEMENTS
WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Rio Dell is eligible to receive Federal and/or State funding for certain Transportation Projects, through the California Department of Transportation; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds could be claimed and

WHEREAS, the City of Rio Dell wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager and

NOW, THEREFORE BE IT RESOLVED that the City Manager be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and any amendments thereto with California Department of Transportation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rio Dell held on this 7th day of November 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



For the Meeting of November 7, 2022

Consent Item; Public Hearing Item

To: City Council
From: Kevin Caldwell, Community Development Director 
Through: Kyle Knopp, City Manager
Date: November 1, 2023
Subject: Master Fee Schedule Amendment

Recommendation:

That the City Council:

- 1. Approve and adopt Resolution No. 1593-2023 incorporating the Police Departments' recently adopted animal control fees and parking violation fees.

Discussion:

The Police Department recently presented to your Council Resolution No's. 1560-2023 and 1591-2023 amending the City Animal Control Fees and Parking Control fees. Staff is recommending that these fees be incorporated into the 2023/2024 Master Fee Schedule.

Resolution No. 1593-2023 would amend the 2023/2024 Master Fee Schedule to reflect the recently adopted animal control fees and parking violation fees.

Attachment 1: Resolution No. 1593-2023 incorporating the Police Departments' recently adopted animal control fees and parking violation fees.

Resolution No. 1593 – 2023 incorporating the Police Departments' recently adopted animal control fees and parking violation fees. Staff Report November 7, 2023

RESOLUTION NO. 1593-2023



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL
AMENDING THE MASTER FEE SCHEDULE:**

WHEREAS the City of Rio Dell is authorized by Article XIII of the California Constitution and the California Government Code to charge fees and impose fines and penalties for certain violations; and

WHEREAS the City initially adopted a Master Fee Schedule in 2015; and

WHEREAS the intent was to have all the City fees identified in one document; and

WHEREAS the City recently adopted the 2023/2024 Master Fee schedule by Resolution No. 1588-2023; and

WHEREAS the Police Department recently presented to your Council Resolution No's. 1560-2023 and 1591-2023 amending the City Animal Control Fees and Parking Control fees; and

WHEREAS this Resolution officially incorporates recently adopted Animal Control and Parking Control fees identified in Exhibit A into the 2023/2024 Master Fee; and

WHEREAS the adoption of fees and charges for development projects are statutorily exempt from the California Environmental Quality Act (CEQA) pursuant to Section 21080(b)(8) of the Public Resources Code; and

CITY OF RIO DELL POLICE DEPARTMENT		
Description	Reference	Amount
Citation Sign-Off	Res. 362	\$5.00
Emergency Response Related to DUI Activities	GC 53150	Actual Cost
Parking - Exceeding Time Limit	Res. 1591	\$35.00
Parking Outside a Marked Parking Spot	Res. 1591	\$35.00
Parking in Violation of Colored Curb	CVC 21458(a)	\$35.00
Parking in an Intersection	CVC 22500(a)	\$45.00
Parking in a Crosswalk	CVC 22500(b)	\$45.00
Parking in Front of a Driveway	CVC 22500(c)	\$45.00
Parking on a Sidewalk	CVC22500(f)	\$45.00
Parking in a Bus Stop	CVC22500(i)	\$50.00
Parking More Than 18" from Right Curb	CVC 22502(a)	\$45.00
Parking in an Area Posted as No Parking	CVC 22505(b)	\$45.00
Parking in a Marked Disabled Spot Without a Placard/Plate	CVC 22507.8(a)	\$330.00
Parking Within 15' of a Fire Hydrant	CVC 22514	\$50.00
Parking Within 3' of a Disabled Person Sidewalk Ramp	CVC 22522	\$330.00
Report Copy	Res. 362	\$15.00
Vehicle Release	Res. 1560	\$75.00
VIN Identification	Res. 362	\$10.00
<i>Resolution No. 362 was Amended by Motion Only by the City Council</i>		
Animal Control		
Dog License (Altered Dog)	Res. 1145	\$12.00
Dog License (Unaltered Dog)	Res. 1145	\$25.00
Replacement Dog License Tag	Res. 1145	\$6.00
Kennel License Fee	Res. 1560	\$75.00
Redemption/Impound Fee	Res. 1560	\$75.00
2 nd Redemption/Impound Fee within 3 Years	Res. 1560	\$100.00
3 rd Redemption/Impound Fee within 3 Years	Res. 1560	\$125.00
Redemption/Impound Fee (Unaltered Male)	Res. 1560	\$130.00
2 nd Redemption/Impound Fee (Unaltered Male)	Res. 1560	\$185.00
3 rd Redemption/Impound Fee (Unaltered Male)	Res. 1560	\$240.00

Redemption/Impound Fee (Unaltered Feale)	Res. 1560	\$140.00
2 nd Redemption/Impound Fee (Unaltered Female)	Res. 1560	\$195.00
3 rd Redemption/Impound Fee (Unaltered Female)	Res. 1560	\$250.00
Quarantine at Alternate Facility	Res. 1145	Actual Cost
Dog/Cat Relinquish Fee	Res. 1560	\$75.00

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



For the Meeting of November 7, 2022

Consent Item; Public Hearing Item

To: City Council

From: Kevin Caldwell, Community Development Director 

Through: Kyle Knopp, City Manager

Date: November 1, 2023

Subject: Climate Action Plan Update

Recommendation:

That the City Council:

1. Receive and file a brief update on the status of the Regional Climate Action Plan; and
2. Approve the recommended modifications that will result in a Qualified Climate Action Plan.

Discussion:

As the Council is aware, the City has been collaborating with the County of Humboldt, the City of Eureka, the City of Arcata, the City of Blue Lake, the City of Trinidad, the City of Ferndale, the City of Fortuna to craft a regional approach for addressing the challenges of climate change through the development of a Regional Climate Action Plan (CAP).

This regional approach enables improved coordination and maximizes the effectiveness of Green House Gas (GHG) reduction measures. Throughout the development process of the draft CAP, all jurisdictions have been included in the conversations around decision-making.

The completion of the Humboldt Region Climate Action Plan (CAP) has encountered complications that require attention. Specifically, the consultants (Rincon) hired to conduct the environmental review for the Draft CAP requested supporting information to demonstrate the existing strategies can be achieved. Rincon concluded that the draft CAP is overly ambitious and the goals cannot be achieved. Attachment 1 is a detailed discussion explaining the complications that have been encountered in proceeding to the adoption of the CAP. These limitations prevent the Draft CAP from meeting the State requirements for a “qualified” CAP. A qualified CAP is one that meets State requirements so that future development projects requiring environmental review under State law can streamline greenhouse gas (GHG) impact analyses by demonstrating consistency with the qualified CAP. A qualified CAP also allows opportunities for potential grant funds for local jurisdictions.

In order to produce a qualified CAP, Rincon has recommended modifying the inventory of greenhouse gases to eliminate those baseline emissions that are not under local government control, and; design measures and goals to achieve a qualified CAP. A point of controversy has been whether to include point sources in the inventory. In consultation with Rincon, it is debatable whether there is sufficient local control over these emissions so point source emissions are not being included in the CAP.

The Board of Supervisors (BOS) received a report from the County Planning Department regarding the complications associated with the draft CAP on October 17, 2023. At that meeting, the BOS approved the request to move to the preparation of a qualified CAP.

It is anticipated that the draft CAP will be completed by the end of March 2024, the Draft Environmental Impact Report (DEIR) completed by the end of September 2024, the Final EIR (FEIR) completed by the end of 2024, and the public hearings to begin in January 2025.

Attachment 1: Discussion of Draft CAP challenges

Proposed Humboldt Regional CAP Modification

October 10, 2023

Summary

Completion of the Humboldt Region Climate Action Plan (CAP) has encountered complications that require attention. Specifically, the consultants hired to conduct the environmental review for the Draft CAP requested supporting information to demonstrate the existing strategies can be achieved. The process of attempting to justify the measures results in the conclusion they are overly ambitious and cannot be achieved. These limitations prevent the Draft CAP from meeting the state requirements for a “qualified” CAP, and the following discussion outlines the issues, provides options for moving forward, and includes a proposal that could result in a qualified CAP.

The Draft CAP is the result of a collaborative effort between the County of Humboldt, the City of Eureka, the City of Arcata, the City of Blue Lake, the City of Trinidad, the City of Ferndale, the City of Fortuna, and the City of Rio Dell to craft a regional approach for addressing the challenges of climate change. This regional approach enables improved coordination and maximizes the effectiveness of GHG reduction measures. Throughout the development process of the draft CAP, all jurisdictions have been included in the conversations around decision making. After consulting with the jurisdiction staff involved in the CAP formation on the issues and potential paths forward, it was collaboratively decided that the following proposal would be brought to the City Councils and the Board of Supervisors for consideration.

Background

A CAP that meets state GHG reduction goals is a “qualified” CAP that provides streamlining for CEQA required GHG impact analysis of future development projects by demonstrating consistency with the CAP. To be considered a “qualified” GHG reduction plan per CEQA Guidelines Section 15183.5(b), a) the CAP must quantify existing and projected GHG emissions over a specified time period within defined geographic area, b) establish locally and regionally appropriate reduction targets that are at least consistent with the State targets, c) identify and analyze sector specific GHG emissions from categories of actions within the geographic area, d) specify measures/actions including performance standards that are supported by substantial evidence that would on a project by project basis collectively achieve the specified emissions level, and e) establish a mechanism to monitor progress and amend the plan if the specified emission targets are not achieved, and f) be adopted in a public process following environmental review.

A qualified CAP provides consistency in implementation of GHG emissions reduction measures, sets the baseline for local expectations, and allows applicants to include the CAP provisions within their proposals. If a CAP is not qualified each new development will need to evaluate impacts on GHG emissions and develop independent mitigation for their impacts. This introduces a significant amount of variability in the implementation of GHG reduction objectives. A qualified CAP is more effective than a CAP that is not qualified because it not only meets state objectives, but has regulatory leverage to require new development and activities to comply with the CAP. An unqualified CAP does not have the same authority over new development projects and would not provide the same effectiveness in GHG emissions reductions in the Region. A qualified CAP also improves opportunities for localities to obtain grant funding to implement climate adaptation strategies.

The GHG reduction model was originally developed by consultant Environmental Indicator Accounting Services (EIAS). Since 2020, staff worked with EIAS and jurisdictions throughout the County to develop specific GHG reduction implementation measures based on the community priorities that were identified

during 2019 community workshops. The measures were vetted over months of review by several staff members. The objective was to provide ambitious but realistic measures that would provide the GHG reductions necessary to meet the state targets. To meet the state targets, implementation measures must demonstrate a 40% reduction of GHG emissions below 1990 levels by 2030 and significant progress towards net-zero emissions by 2045. Staff identified several concerns about meeting the required targets based on the GHG reduction model, given the very ambitious measures it included.

The existing Draft CAP was written to exclude project-level industrial sources of GHG emissions, also known as “point source” emissions, from the baseline 1990 GHG emissions inventory. For this reason, 2015 was chosen as the baseline year. The rationale to exclude point source emissions was that the reduction in industrial emissions was not achieved through the implementation of policies geared towards reducing GHG emissions but was achieved through a decline in the timber resource industry.

Upon completion of the Draft CAP, it was reviewed and accepted by all stakeholder jurisdictions. The intent was to use this draft as the project description for preparation of the EIR. A REAP grant was obtained by Humboldt County Association of Governments (HCOG) to pay for the EIR and a corresponding VMT analysis. The justification for the grant was to facilitate and expedite the development of housing in Humboldt County with the rationale that a qualified CAP would address GHG emissions associated with new development and would remove the need for that analysis on each new residential project. An unqualified CAP requires each project to evaluate its GHG emissions impact, which can be costly and time consuming.

Rincon Consultants, Inc. was chosen as the EIR consultant and after their review of the Draft CAP they asked for background information (i.e., substantial evidence) to justify the measures and targets proposed to reduce GHG emissions. Rincon’s scorecards on the measures listed in the Draft CAP are included as Attachment A. This began an analysis of the Draft CAP’s measures which revealed that the measures were written to accomplish the state goals for GHG emissions reductions without consideration of whether the goals could be achieved. As the measures were re-evaluated and redefined it became clear that the result would be a CAP that is not qualified. The initial approach in re-evaluating the Draft CAP was to reassess the numbers, determine the difference is between a qualified CAP and the current draft with measures that are supported, and then evaluate whether additional measures could be added to achieve a qualified CAP. This approach has been deemed to be infeasible.

A list of measures with weaknesses in the Draft CAP is included as Attachment B. Examples of how the Draft CAP overestimates its measures is seen in the objective to convert to Zero Emission Vehicles (ZEV) and in the objective to convert existing homes to all electric. As part of the analysis to provide substantial evidence that the goals of the Draft CAP were achievable, it was important to tie the goals to accepted sources of information. Related to ZEV’s, the California Air Resource Board’s (CARB) Advanced Clean Cars II rule provides a roadmap so that by 2035 100% of new cars and light trucks sold in California will be ZEV’s. It establishes interim targets of: 35% of cars sold statewide in 2026 will be ZEV’s, and 68% of cars sold in 2030 will be ZEV’s. Data for ZEV’s sold in Humboldt County between 2020-2023 was collected and analyzed, along with data from the DMV for registered passenger vehicles in Humboldt County, to project ZEV’s in Humboldt County by 2030. The results were then compared to the target specified in the Draft CAP. Following the CARB interim targets show it is likely that 11,415 ZEV’s would be sold during the Draft CAP time frame. Based on this the Draft CAP’s target for 34% ZEV (18,301 ZEV’s) ownership of passenger vehicles in Humboldt County by 2030 is overestimated and not achievable. This is reflected graphically in Attachment C.

Additionally, the Draft CAP's target for complete electrification of homes is 26% by 2030 (14,293 homes). This requirement would need to be tied to something triggering of the conversion such as sale of the home or issuance of a building permit. Using the County as an example, there are approximately 27,000 units which is approximately half the homes in the County. This goal is beyond reach. Looking at Building Permits and home sales, on average the Humboldt County Planning & Building Department receives approximately 300-400 remodel applications and 300-400 transfers of sales per year. There would be a maximum of 800 opportunities per year to potentially require 100% electrification. Over a period of seven years that would only result in a total of 4,800 homes being completely electrified. The County's share of this goal would be approximately 7,000 homes. This leaves a gap of approximately 2,200 units that still would need to be electrified. This is compounded by the reality that a percentage of the County is within rural areas where electricity is not currently available, and people live off grid. In addition, a decision needs to be made as to when complete electrification will be required. Should the measure require electrification for any home transfer which may be financially infeasible for more affordable units? Should complete electrification be required for issuance of Building Permits associated with minor repairs? At what level is complete electrification required? These are only two examples of the many measures and targets in the Draft CAP that lack substantial evidence to show how they could feasibly be achieved by 2030.

Unfortunately, the facts and science contained within the existing draft do not allow the CAP to reasonably achieve a qualified status. There are not funds currently available to pay for an EIR that is not qualified, therefore a change in approach and funding is necessary to either reach a qualified CAP or accept a CAP that is not qualified.

A key issue is that grant funding from the HCAOG for preparation of the CAP EIR cannot be used for a CAP that is not qualified. The grant for preparation of the EIR is based on enabling the approval of housing. This only occurs with a qualified CAP which removes the need for proposed development projects to evaluate their GHG emissions under CEQA.

To address this situation a proposal was requested from the EIR consultant to resolve the vulnerabilities of the current Draft CAP, included as Attachment D. Doing this will involve redoing and rethinking some work for the CAP and will cost both time and money. The grant funds currently dedicated to preparation of the EIR can be reallocated to make improvements to the CAP such that it will be qualified and will use the most current methodologies and science to address the climate crisis. Additional funds will need to be found to complete the environmental work, but the priority is to achieve a qualified CAP. It has become apparent that there is not a viable path forward for the current Draft CAP.

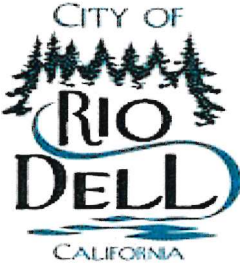
Proposal

In order to achieve a qualified CAP the proposal is to redirect the funds allocated for preparation of the EIR to Rincon to revise portions of the CAP. An important concept in achieving this is to right size the Greenhouse Gas Inventory, forecast, and targets. State guidance recommends focusing the inventory, forecasting and target setting on emission sources that a jurisdiction can have influence over through developed strategies. While the existing inventory does exclude point sources from past industrial output, it also includes other GHG emissions that the local jurisdictions have limited control over. Once the inventory is appropriately sized, measures can be tailored to achieve the appropriate reductions. This does not include using point sources as part of the Inventory. This would involve Rincon taking the following actions:

1. Update the GHG Inventory. This would be from community wide data as of 2022 and include sources of emissions that the County and incorporated cities have influence over.

2. Update the Forecast. The current forecast does not contain the state policies that are considered best practice to include or exclude. The Rincon team will utilize their forecasting tool to update both a business-as-usual (BAU) forecast and an adjusted forecast (which includes reductions from state legislation) of expected emissions broken down by emissions sector for specific future years, such as 2030 and 2045.
3. Update Target Analysis. Rincon will work with the jurisdictions to identify targets that are practical, defensible, and consistent with current state legislation, including SB 32 and the newly signed AB 1279. Rincon will produce both per capita and mass emission-based targets for the review.
4. Measure Development. Rincon will work to 1) revise existing measures such that the goals are well supported with the developed actions; 2) assess any policy or program gaps and identify additional opportunities for emission reductions and new measure development; 3) develop targeted approaches that are differentiated specifically for municipal and rural areas of the county; 4) quantify the GHG reduction potential of the revised and new measures and provide documentation of the substantial evidence supporting the strategy.
5. Scenario-Planning for GHG Reduction Strategies. Rincon will begin by inputting the current strategy goals into their Scenario Planning and Reduction Quantification (SPARQ) tool. The SPARQ tool calculates GHG reduction potential based on the established goals and using standard substantial evidence. The GHG emission reduction potential is then compared to the adjusted forecast and established target to demonstrate the emissions that would need to be reduced by additional action or increased implementation of established actions to reach the target.
6. Revised Measures and Action List. Based on the above criteria and the existing measures and actions of the Draft CAP, Rincon will develop a draft list of revised/new GHG reduction measures and actions that will act as a roadmap and align with the County's GHG reduction targets for the established target years. The measure and action list will include the recommended County and/or incorporated City involvement (e.g., role, department lead), linkages to existing plans, codes, or activities, and the identification of interested parties, community-based organizations, and partners essential to the successful implementation.
7. Measure Quantification and Substantial Evidence Documentation. Rincon will also provide the necessary substantial evidence to support the quantification of each strategy, measure, and action. Providing substantial evidence to support the developed strategy is critical to the defensibility of the CAP and to demonstrate how the CAP will meet the established targets and ultimately be a qualified GHG reduction plan per CEQA guidelines.
8. Interagency Engagement. Rincon will work with staff from each participating jurisdiction.
9. Community Engagement. Two community workshops will be held.

This will take between 4-6 months of time and cost up to \$127,000. At the end of this effort, we expect to have a revised CAP document that will meet all required criteria to be qualified. If we do not modify our approach at this time, the result can only be an unqualified CAP.



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

November 7, 2023

TO: Rio Dell City Council
FROM: Kyle Knopp, City Manager
SUBJECT: Approval of Employment Agreement for Wastewater Superintendent

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to Execute the Agreement

BACKGROUND AND DISCUSSION

Attached is the employment agreement for the Wastewater Superintendent position. The document has been reviewed by counsel. The agreement is in line with prior agreements for the position with the exception of Section 9. Section 9 has been amended to allow Work-Home city vehicle use. Since the Wastewater Superintendent is on call virtually at any time, this amendment is appropriate.

///

Staff believes that through a combination of cost and scope reductions and identification of new funding for the project, a positive and substantive project is still possible. Staff will return to the Council for approval of any contract and recommended financing approach. ///

**CITY OF RIO DELL
WASTEWATER SUPERINTENDENT
EMPLOYMENT AGREEMENT**

This Employment Agreement (this “Agreement”) is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the “Employer” or “City” and **SUNSHINE KELLY**, hereinafter referred to as “Employee” or “Wastewater Superintendent”, both of whom understand as follows:

RECTIALS

A. WHEREAS, Employer desires to employ the services of Sunshine Kelly as the Wastewater Superintendent of the City of Rio Dell; and

B. WHEREAS, it is the desire of the Employer, to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

C. WHEREAS, Employee desires to accept employment as the Wastewater Superintendent of the said City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES. Employer hereby agrees to employ Sunshine Kelly as Wastewater Superintendent of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Wastewater Superintendent shall from time to time be assigned.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2028, unless Employee’s term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

- a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the Wastewater Superintendent shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Wastewater Superintendent in the performance of the powers and duties of his office. In all other circumstances, the Wastewater Superintendent can be terminated from employment **with or without**

cause and for any reason (or no reason at all) following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement (i.e., prior to June 30, 2023) the Wastewater Superintendent shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, as **Employee’s sole and exclusive remedy and right(s) to payment at employment termination**. “Severance” shall be paid according to the following schedule:

<u>Years of Continuous Service</u>	<u>Severance Pay</u>
0-1 year	2 months’ salary
1-2 years	3 months’ salary
2-3 years	4 months’ salary
3-4 years	5 months’ salary

b. **Severance Payment Exception.** Should the Wastewater Superintendent be terminated for cause or as a result of a conviction or plea of no contest to a felony no severance pay will be provided upon employment termination. If the Wastewater Superintendent voluntarily leaves employment with the City of Rio Dell or resigns, no severance pay will be provided upon separation.

SECTION 3. SUSPENSION OR REMOVAL. The Employee may be suspended, removed, or dismissed from the service of the City of Rio Dell at any time during the term of this Agreement pursuant to Section 2 above or to the provisions of any applicable City of Rio Dell Ordinances.

SECTION 4. DISABILITY. Employer may terminate Employee’s employment if Employee suffers a disability that renders Employee unable, as determined in good faith by the City Manager, to perform the essential functions of the position, even with reasonable accommodation, for four months (twelve weeks) in any 12-month period. If Employee’s employment is terminated under this Section 4, Employee shall be compensated for all accrued obligations through the termination date, which for purposes of this section shall be a date specified by the City Manager. Employer shall also pay to Employee a severance pay as set forth in Section 2 above. After the termination date, Employer shall not pay to Employee any other compensation or payment of any kind, or severance, or payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

SECTION 5. SALARY. The Salary for the Wastewater Superintendent shall be as follows: Effective November 1, 2023 through June 30, 2028, the salary schedule for the Wastewater Superintendent shall be set in accordance with the longevity based salary steps set forth in the salary pay scale adopted by the Rio Dell City Council on February 1, 2022, as Resolution No. 1523-2022, a copy of which is attached hereto as Exhibit “A” and incorporated by reference (the “Salary Schedule”). Upon the effective date of this employment contract with the City of Rio Dell, the initial salary will begin on Step C of the salary schedule.

Employee shall receive a five percent (5%) increase upon completion of ten (10) years of continuous, uninterrupted employment with the City, and another five percent (5%) increase upon completion of twenty (20) years of continuous, uninterrupted employment.

Employee shall be provided "On-Call" compensation when assigned this duty by the Public Works Director or City Manager. On-Call compensation shall be provided at the level recited in the Rio Dell Employee's Association Agreement.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee not later than twelve (12) and twenty-four (24) months from the effective date of this Agreement. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off. Employee acknowledges that the position of Wastewater Superintendent is an administrative level, supervisory position exempt from rights to overtime pay under California Wage and Hour law and regulations.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employee's time off. Employee shall not spend more than four (4) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager.

SECTION 9. AUTOMOBILE. Employee's duties require that he shall have the use at all times during his employment with Employer an automobile to perform Employer's business. Employee's use of his private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

In addition to the foregoing, Employee shall be provided a City of Rio Dell owned vehicle for use during the performance of Employee's job duties. Employee shall use the vehicle exclusively as follows: (a) for travel from Employee's home to Employee's place of employment for City business on day(s) Employee is working for the City; (b) for City business related travel while the Employee is at Employer's place of business; and (c) to directly return to Employee's home from Employer's place of business on Employees days(s) of employment with City.

SECTION 10. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME. For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

Employee will receive eighty (80) hours of executive leave each fiscal year in (2) installments; 40 hours on July 1 and 40 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

Employee may cash out or utilize the Executive Time installment beginning July 1. Employee shall be paid on the first pay period of June for each calendar year during the term of this agreement for accrued Executive Leave that remains unused or unpaid during the previous (12) months.

Employee accrues a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee’s separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 – 7 years	-	10%
8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

Vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

<u>Years of Continuous Service</u>	<u>Hours per Year</u>	<u>Accrual Max.</u>
One to three (1-3)	80 hours	120 hours
Four to ten (4-10)	120 hours	180 hours
Eleven to fifteen (11-15)	160 hours	240 hours
Sixteen to twenty (16-20)	200 hours	300 hours

Employee shall also be entitled to the same paid holidays as the Rio Dell Employees’ Association.

SECTION 11. ACCRUED VACATION LEAVE. The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee’s year of service stated in the schedule recited in Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, Employee will not earn or accumulate additional

vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employee may elect to buy down his vacation accrual at any time, provided that he has scheduled a vacation leave with the City Manager as appropriate or has taken his annual vacation and the balance in his vacation account will be at least 40 hours after the buy down.

SECTION 12. WORK RELATED EXPENSES AND REIMBURSEMENT. Employer agrees to provide new rain gear and rubber/neoprene boots to Employee once per fiscal year. Employer shall provide all safety equipment to Employee as required by law. Employee shall be reimbursed for the purchase of protective clothing and/or gear, as defined by IRS Publication 529 (safety boots, safety glasses, hard hats, work gloves, etc.), in an amount not to exceed \$300.00 per fiscal year upon presentation of applicable expense receipts. Employer also agrees to pay Employee a monthly cell phone allowance to ensure Employee can be contacted at all times. Employee must maintain cell phone service. The City’s cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 13. MEDICAL, DENTAL AND VISION INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Wastewater Superintendent as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for Employee and 70% of the total premium costs for Employee’s dependents, depending on their age and status as a student as provided in the plan document. The City reserves the right to choose, in the City’s unilateral discretion, alternative medical coverage during the term of this Agreement. If the City elects to procure alternative medical coverage during the term of this Agreement, the City will seek to procure insurance of approximate comprehensive equivalency, but Employee acknowledges that Employee has no expectation that comparable coverage will continue since the City, like all insurance coverage procurers, is subject to significant fluctuations in the scope, availability and cost of insurance. Employee may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125 per pay period for all health, vision and dental coverage, collectively. Proof of alternative health insurance must be provided to Employer before the requesting Employee may substitute compensation for insurance. If elected by Employee and if the Employee has a spouse/qualified dependent who has reached the age of 65 and is eligible for Medicare coverage, Employee shall be entitled to a stipend of One Hundred and Fifty (\$150.00) dollars (less applicable payroll taxes) per pay period in lieu of City provided health insurance coverage through the City’s current medical plan for the spouse/qualified dependent and effective upon the spouse/qualified dependent’s removal from the City’s plan. The amount of the stipend is in addition to the Employee’s regular salary and is subject to all payroll taxes as required by law, with Employee bearing and paying the regular portion of payroll tax allocated to Employee.

SECTION 14. DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee’s salary to the Deferred

Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 15. LIFE INSURANCE. A term life insurance policy in the amount of Seventy-Five Thousand Dollars (\$75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 16. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2020 and shall remain in effect through June 30, 2023, subject to potential early termination under Sections 2, 3 and 4 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 17. INDEMNIFICATION. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as Wastewater Superintendent. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 18. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 20. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 21. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 22. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 23. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 24. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER
City of Rio Dell
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

EMPLOYEE
675 Wildwood Ave
Rio Dell, California 95562

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United States Postal Service.

SECTION 25. GENERAL PROVISIONS.

- A. The text herein shall constitute the Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This Agreement shall become effective commencing immediately, subject to Section 16 above.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

~~**SECTION 26. STIPEND.** The City shall provide a one-time stipend of \$1,040.00 to all Employee which shall be paid in two installments as follows: (1) \$520 the first full pay period following ratification of this Agreement and within the 2020-21 fiscal year, and (2) \$520 within the first full pay period in December 2020.~~

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its behalf by its City Manager, and the Employee has signed and executed this Agreement, both in duplicate.

EMPLOYEE

Sunshine Kelly
Wastewater Superintendent

Date

EMPLOYER

Kyle Knopp
City Manager

Date

Approved as to form:

Russell Gans, City Attorney

Date



Staff Highlights – 2023-11-07

City Council

City Manager

Debrief meetings with the California Seismic Safety Commission.

Attended 10/27/23 SCORE Board meeting in Anderson, CA.

Discussed establishment of various Street and Sidewalk Project Study Reports for future grant funding submission with GHD.

Researched possible organic waste procurement requirements for the City, including potential deductions associated with the Wastewater Treatment Plant biosolids product.

Attended 10/17 Board of Supervisors Meeting to discuss Habitat for Humanity.

USDA has released its “one-page” information sheet that includes grant and loan opportunities for the victims of the 2022 Ferndale Earthquake. (Attached)

Multiple meetings on various grant related projects, including the Water CIP, Gateway Project, Dog Park.

City Clerk

Processed Ten (10) Building Permit Applications:

- 515 Hilltop Dr. – Earthquake Repairs
- 171 Monument Road – Foundation Seismic Retrofit
- 218 Ogle Ave. – Foundation Seismic Retrofit
- 165-165 ½ S. Sequoia Ave. – Water Service
- 192 Belleview Ave. – Rebuild Fire Damaged Residence
- 1340 Eeloa Ave. – Misc. Earthquake Damage Repairs
- 153 Meadowbridge Dr. – Re-Roof Residence
- 985 Bluff Place – Re-Roof Residence
- 160 River St. – Foundation Repair (Earthquake Damage)
- 483 Fourth Ave. – Repair Gas Line

Processed Three (3) Business License Applications:

- Jaymes Refrigeration Service - Mobile Repair Service
- Bareroot Beauty – Homemade Natural Bath Products
- Scharnberg Construction – Non-Resident Contractor



Processed Three (3) Encroachment Permit Applications
PG&E – Trench to Deactivate Gas Service at 229 Belleview Ave.
Gordon Johnson, 165 S. Sequoia Ave. – Install New Water Service
Mobley Construction – 330 Berkeley St. - Install Driveway, Curb & Gutter

Misc.

Sent Letter Re: Business License/Home Occupation Permit at 420 First Ave.

Attended Beautification, Walkability & Pride Committee meeting on October 19, 2023

Submitted 3rd Quarter Building Permit Report to County Assessor

Submitted U.S. Department of Census Building Permit Activity Report for October

Submitted Prism Environmental Insurance Renewal Application to Alliant

City Attorney

Human Resources, Risk & Training

Finance Department

Begin work on TDA Audit

Submitted quarterly reporting/invoicing for Water Distribution CIP Project / Clean CA grants /Eel River Crossing Pipeline Seismic Retrofit Project /CHP Police Grant / ABC Reimbursement

Updated annual contacts with Caltrans

Collected 1st Quarter Cannabis taxes

Work with CDAA on earthquake claims/reimbursements

STIP Resolution for Neighborhood Connectivity Project

Fixed Asset updates and depreciation

Submit CDBG documents for PI grant

Discuss Eel River Trail and Gateway Beautification grant projects with engineers and state stakeholders

Public Works Water

Electronic Valve troubleshooting at Water Treatment Facility

Work on Filter 4 Electrical sensor issues causing a Filter shutdown



Maintenance on pH / Temp analyzers

Work on monthly report to SWRCB

Maintenance at Rio Dell Metro Wells and winter preparations

Trouble shoot Water treatment final effluent pump vibrations issues

Winter preparations at Infiltration Gallery and Water Treatment Facility

Meter reading

Leak checks and zero consumptions

Repaired leak in front of 1118 Monument Rd

Repaired leaks on the driveway entrance of Redwood Ave

Refilled winter time polymer hydrofloc container

Public Works Wastewater

Sunshine started Nov 1. New wastewater Superintendent.

Plant walk through and collection system Tour.

Installation of new Chlorine dosing/ holding tanks

Sewer collection system monitoring and routine Cleaning

Clean contact basin preparing for wet season discharge.

Repaired a sewer Check valve.

Wet season preparation

Envie sewer chopper pumps came to the yard for a demonstration.

Wendt installed lower laterals at River St and Belleview Ave.

Deragged pump 1 at Fern St liftstation.

Permit review with Sunshine and Denise from Larry Walker and Associates.

Also updating Daily rounds and SOPs for WWTP

Submitted quarterly report to CWIQS



Installed new chlorine tanks for chlorine generator room.

Utility crew assisted Derek in sewer jetting around town.

Helped unload two new tanks for chlorine generator room

Repaired/replace sewer cleanout/check valve on Eel point Rd.

Sewer jetted hot spots around town.

Public Works Streets, Buildings and Grounds

Weed sprayed Wildwood Ave, Davis St, City hall with vinegar.

Assisted in loading up old police truck for new owner.

Cleaned leaves on Wildwood/Elko

Weeded ditches on Monument, Eeloa Ave, Ogle Ave and May/Painter St.

Picked up trash around town.

Cleaned storm drains.

Removed blackberry vines by painter lift station.

Marked weekly USA's

Cleaned up City parking lot and Davis St tennis court.

Asphalt patching around town.

Storm preparation. Mowed North and South Gateway

Mowed overpasses and entrance to town

Mowed Belleview/pacific lot

Weeded Orchard/Pacific hill side

Mowed hillside by North Gateway

Weeded areas around town that the mower could not reach

Weed sprayed City hall and south bound lane of Wildwood Ave with vinegar solution



Weeded city owned open ditches

Mowed and weeded corp yard

Public Works City Engineer

Public Works Capital Projects

Police Department

Community Development Department

Intergovernmental

Humboldt-Rio Dell Business Park



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

November 7, 2023

TO: Rio Dell City Council
FROM: Kyle Knopp, City Manager
SUBJECT: Discussion and Possible Direction on Gateway Project Rebid

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize staff to rebid the project.

BACKGROUND AND DISCUSSION

The City of Rio Dell was awarded a clean California Grant in the Amount of \$197,870. The project includes tree plantings, irrigation upgrades and an exercise station. The project has been divided into two bids, the (1) gateway landscaping and (2) the exercise station.

During the City’s mandatory walk-through, three contractors received a briefing on the landscaping project and were eligible to submit proposals. Only one proposal was submitted by Miller Farms in the amount of \$287,708. It is important to note that this amount does not include the exercise station.

In discussions with the Clean California staff, it is recommended that the City rebid the project with some minor revisions of the bid document timelines and bid schedule.

Additionally staff is recommending looking into additional financial resources to help complete the project in addition to scope reductions on the landscaping portion. Options could include:

- Grant application to PG&E (\$5,000 has been awarded).
- Grant application of \$20,750 to Coast Central Credit Union for exercise equipment (not awarded).
- Possible other grant sources.
- FY2023-24 approved city beautification funding in the amount of \$28,000.
- Economic Development Fund.
- General Fund and other earmarked capital reserves.



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November 7, 2023

TO: Rio Dell City Council
FROM: Kyle Knopp, City Manager
SUBJECT: Discussion and Possible Action Related to Dog Park RFP

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize staff to issue an amended bid.

BACKGROUND AND DISCUSSION

Staff will provide an update on the Dog Park Project, including the possible need to reduce the basketball half-court element in order for the project to come in on budget.

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