A G E N D A
RIO DELL CITY COUNCIL
REGULAR MEETING– 6:30 P.M.
TUESDAY, JANUARY 4, 2011
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

***WELCOME** . . . By your presence in the City Council Chambers, you are participating in the process of representative government. 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. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (707) 764-3532. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

THE TYPE OF COUNCIL BUSINESS IS IDENTIFIED IMMEDIATELY AFTER EACH TITLE IN BOLD CAPITAL LETTERS

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. STUDY SESSION

E. CEREMONIAL

1) 2011/0104.01 - Swearing In and Seating of Newly Elected Council Members 1
2) 2011/0104.02 - Election of Mayor and Mayor Pro Tempore **(ACTION)** 4
3) 2011/0104.03 - Certificate of Appreciation to Councilmember Dunker

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 Council members 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 in the next section, "SPECIAL CALL ITEMS."

1) 2011/0104.04 - Approve Minutes of the December 7, 2010 Regular Meeting **(ACTION)** 8
2) 2011/0104.05 - Approve Minutes of the December 20, 2010 Special Meeting **(ACTION)** 15
3) 2011/0104.06 - Approve Scope of Services with Winzler & Kelly for Completion of California Department of Fish and Game 1600 Permit **(ACTION)** 17

4) 2011/0104.07 - Approve Water Bill Claim Adjustment for Chris Dazzi at 130 Webster St. in the Amount of $245.25 **(ACTION)** 20

5) 2011/0104.08 - Approve Water Bill Claim Adjustment for Liz Samaniego at 444 Edwards Dr. in the Amount of $150.96 **(ACTION)** 25

6) 2011/0104.09 - Deny Water Bill Claim Adjustment for Mindy Henderson at 250 Monument Road in the Amount of $107.91 **(ACTION)** 31

7) 2011/0104.10 - Approve Winzler & Kelly Agreement for Services for Scotia Annexation and approve payment of invoice in the amount of $4,995.12 **(ACTION)** 36

8) 2011/0104.11 - Approve Amendment No. 1 on the Scope of Services from Winzler & Kelly for Fireman's Park Improvement Project **(ACTION)** 42

9) 2011/0104.12 - Approve Pay Request No. 1 for Wendt Construction Co. in the Amount of $73,305.00 for work related to the Fireman's Park Improvement Project **(ACTION)** 45

10) 2011/0104.13 - Authorize the City Manager to Execute the Energy Efficiency Community Block Grant (EECBG) with County of Humboldt and Adopt a Special Project Budget in the Amount of $25,000 **(ACTION)** 51

G. SPECIAL PRESENTATIONS

H. ORDINANCES/SPECIAL RESOLUTIONS

1) 2011/0104.14 Public Hearing, Second Reading (by title only) and adoption of Ordinance No. 268-2010 State Video Service Franchises Ordinance Implementing "DIVCA", the Digital and Video Competition Act of 2006 **(ACTION)** 56

2) 2011/0104.15 Public Hearing, Second Reading (by title only) and adoption of Ordinance No. 269-2010 Adopting California Building Codes and Appendices and Repealing Title 15, Chapter 15.05.020 – Building Codes of the Rio Dell Municipal Code **(ACTION)** 66

3) 2011/0104.16 - Public Hearing, Approve Urgency Ordinance No. 270-2011 An Urgency Measure Establishing a Temporary Moratorium on the Installation of Smartmeters and Related Equipment within the City of Rio Dell or In, Along, Across, Upon, Under and Over the Public Streets and Places Within the City of Rio Dell, Declaring the Urgency Thereof **(ACTION)** 72

H. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

11) "SPECIAL CALL ITEMS" from Consent Calendar

12) 2011/0104.17 - Approve Addendum of Contract with HDR and Notice to Proceed on Wastewater Project Design and Stipulate type of contract **(ACTION)** 78

13) 2011/0104.18- Draft Sanitary Sewer Management Plan **(RECEIVE & FILE)** 82

14) 2011/0104.19 - Water Bill Claim Adjustment Policy **(DISCUSSION)** 83

15) 2011/0104.20 - Report on Sewer Rate Increase Schedule **(RECEIVE & FILE)** 91

16) 2011/0104.21 - Receive Compensation Committee Report **(RECEIVE & FILE)** 94

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. Items requiring Council action not listed on this agenda will be placed on the next regular agenda for consideration, unless a finding is made by at least 2/3rds 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 5 minutes.

K. REPORTS/STAFF COMMUNICATIONS

1) City Manager
2) Finance Director
3) Chief of Police
4) Public Works Director

L. COUNCIL REPORTS/COMMUNICATIONS

M. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:

N. PUBLIC COMMENT REGARDING CLOSED SESSION

O. RECESS INTO CLOSED SESSION

P. RECONVENE INTO OPEN SESSION

Q. ORAL ANNOUNCEMENTS

R. ADJOURNMENT

The next Regular meeting will be on January 18, 2011
at 6:30 PM in the City Council Chambers

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

CITY OF RIO DELL CALIFORNIA

OATH OF ALLEGIANCE FOR PUBLIC OFFICERS

STATE OF CALIFORNIA) ss.
COUNTY OF HUMBOLDT)

I, **Richard L. "Bud" Leonard** do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

SUBSCRIBED AND SWORN BEFORE ME THIS 4th day of January, 2011.

Karen Dunham, City Clerk

Signature

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

OATH OF ALLEGIANCE FOR PUBLIC OFFICERS

STATE OF CALIFORNIA) ss.
COUNTY OF HUMBOLDT)

I, **Julie Woodall** do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

SUBSCRIBED AND SWORN BEFORE ME THIS 4th day of January, 2011.

Karen Dunham, City Clerk

Signature

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

CITY OF RIO DELL CALIFORNIA

OATH OF ALLEGIANCE FOR PUBLIC OFFICERS

STATE OF CALIFORNIA) ss.
COUNTY OF HUMBOLDT)

I, **Melissa Marks** do solemnly swear that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

SUBSCRIBED AND SWORN BEFORE ME THIS 4th day of January, 2011.

Karen Dunham, City Clerk

Signature

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

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
JANUARY 4, 2011

TO: Mayor and Members of the City Council

FROM: Karen Dunham, City Clerk

THROUGH: Ron Henrickson, City Manager

DATE: January 4, 2011

SUBJECT: **Election of Mayor and Mayor Pro Tem**

RECOMMENDATION

1. Follow City Council Procedure To Elect a Mayor and Mayor Pro Tem.

BACKGROUND AND DISCUSSION

Resolution No . 700 (A Resolution of the City Council of the City Of Rio Dell Establishing a Procedure for Selecting a Mayor and Mayor pro-Tempore), establishes the procedures for seating new members of the City Council. Section 6801 of the California Government Code also establishes the procedures for choosing the Mayor and Mayor Pro Tem as follows:

> Section 6801The City Council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its members as Mayor, and one of its members as Mayor Pro Tempore.

FISCAL IMPACT

No fiscal impact.

RESOLUTION NO. 700

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL ESTABLISHING A SYSTEM FOR CITY COUNCIL APPOINTMENTS TO COMMISSIONS, BOARDS AND COMMITTEES AND AMENDING RESOLUTIONS NOS. 416 and 625, THE PROCEDURE FOR SELECTING A MAYOR AND MAYOR PRO-TEMPORE

WHEREAS, the City Council is authorized by Ordinance No. 213a to establish and by a majority vote appoint individuals to commissions, boards and committees; and

WHEREAS, the City Council desires to utilize the same system to select the Mayor and Mayor-Pro Tempore as is used to appoint individuals to commissions, boards and committees; and

WHEREAS, the City Council desires to create a system for appointments that is fair to the City and all applicants for said advisory bodies;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIO DELL, CALIFORNIA, that the City of Rio Dell hereby establishes the following system for City Council appointments to Commissions, Boards and Committees:

1. The City Council shall be presented with all valid applications of persons interested in serving on the advisory body for which the appointment is to be made. All applicants shall be considered nominees for the vacant position.

2. Applicants for appointment shall be given the opportunity to verbally amplify their written application data to the City Council at the meeting where the appointment is made. Councilmembers shall then be given an opportunity to ask specific appropriate questions of all applicants.

3. Each Councilmember shall vote for one applicant by written ballot that shall be announced by the City Clerk after all Councilmembers have cast their vote.

4. If one applicant receives a majority vote, he or she shall be appointed to the position.

5. If a majority vote is not obtained on the first ballot, all applicants receiving at least two votes on the first ballot shall advance to a second ballot, and each Councilmember shall vote for one applicant by written ballot that shall be announced by the City Clerk after all Councilmembers have cast their vote.

6. If one applicant receives a majority vote on the second ballot, he or she shall be appointed to the position. If a majority vote is not achieved by the second ballot, the City

Council may use any method of selection agreed upon by a majority of the City Council to vote again and achieve a majority vote for one person.

BE IT FURTHER RESOLVED, that the procedure for selection of a Mayor and Mayor Pro-Tempore as described in Resolutions Nos. 416 and 625, is hereby amended and replaced with the procedure described above for the appointment process for Commissions, Boards and Committees, whereby all Councilmembers shall be considered nominated for Mayor and Mayor Pro-Tempore (with the exception of the newly appointed Mayor). Any Councilmember may decline nomination for Mayor or Mayor Pro-Tempore.

PASSED AND ADOPTED this 20th day of August, 1996, by the following vote:

AYES: Mayor Ghilarducci, Harmon, Lane, Plum and Woodall

NOES: None

ABSTAIN: None

ABSENT: None

Mayor, Rich Ghilarducci
CITY OF RIO DELL

ATTEST:

Michael Daly, City Clerk
CITY OF RIO DELL

6

City of Rio Dell Mayor/Mayor Pro Tem
Ballot for term 2010-2012

Instructions:

1. *Write your name on the ballot, in the lower left hand corner*
2. *Circle the position, Mayor or Mayor Pro Tem, that you are voting for*
3. *Circle the name of your selection for the position being voted on*
4. *Fold your ballot. Pass the completed ballot to City Clerk, Karen Dunham*

Position – Mayor	Candidate
Position – Mayor Pro Tem	
	Barsanti
	Leonard
	Marks
	Thompson
	Woodall

Should there be a tie, a second vote will occur with only the names of those who tied.

Name _____

RIO DELL CITY COUNCIL
STUDY SESSION
REGULAR MEETING
DECEMBER 7, 2010
MINUTES

The Study Session/Regular Meeting of the Rio Dell City Council was called to order at 5:30 p.m. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Barsanti, Dunker, Marks, and Thompson

Others Present: City Manager Henrickson, Chief of Police Hill, Finance Director Beauchaine, Acting Public Works Director Jensen, Merritt Perry and Steve Allen from Winzler & Kelly and Clerk Ralston

STUDY SESSION MATTERS

Wastewater Project No. 2 Update
City Manager Henrickson explained the timeline with associated tasks that need to be completed in order to receive grant funds from the State Revolving Fund (SRF) and stated that Winzler and Kelly has not adhered to their own schedule that was provided in September. He also stated that during a conference call with SRF on November 18, 2010 the City was informed that many documents were missing from the application package; and it would not be reviewed until it was complete; and the review would take up to 60 days. Henrickson stated that this was a major issue.

City Manager Henrickson continued that the City cannot approve the start of Project No.2 without a source of funding identified. Additionally, Henrickson stated he contacted a lawyer and if we fail to move forward, we could face several fines.

City Manager Henrickson stated that tonight he would be asking council to approve the contract with HDR for scope of services, but only authorize $100,000 tonight for completion of certain pre-design tasks in December to finalize our application, and also approve a Notice to Proceed to HDR for the remaining design work in January 2011.

City Manager Henrickson stated that on January 4th, with the Preliminary Funding Commitment (PFC) in place HDR would begin design, and they would be 50% complete by Feb.15th with a third party review built in.

City Manager Henrickson also explained he was exploring a lump sum contract with HDR. The advantage is that they will allow sixty day funding at 1% of the unpaid balance per month. Also, he was currently working with RCAC to have the amount of our bridge loan increased from $400,000 to $1,100,000 in order to continue to fund the design work so that we are completing the schedule tasks necessary

to get the SRF grant. He explained that to get the increased bridge loan we have to raise our sewer rates in January, but that would also provide funding to pay HDR.

Mayor Woodall asked if there were any numbers available with regard to the amount of the rate increase. Henrickson stated that we would know in February. Councilmember Marks asked if the $100,000 was coming from the general fund and Henrickson replied yes. Henrickson went on to say that, best case will be to get the approved PFC in March. We will have to address our I&I prior to being funded as the peak infiltration is higher than the SRB will allow when funding a project, and RCAC would be the funder for that process.

Merritt Perry of Winzler and Kelly stated that their schedule was not a contract as assumed by the City. Henrickson disagreed. Councilmember Thompson said they were not made aware of the sixty day review by SRF or that there was time constrains. Perry stated the schedule shows the tight timeline, but added that they were confident that they could get it done; adding that two local SRF applications they handled recently did not require sixty day reviews.

Perry stated that their scope of services states that W&K will assist the City in meeting the tasks according to the schedule. Finance Director Beauchaine said that W&K has always taken the lead, with the City providing any requested backup materials.

City Manager Henrickson stated that Rebecca Crow of W&K gave a report of the project status and she did not address the schedule. Steve Allan stated that they do not control the funding agencies, and they were not made aware of the sixty day review and found out at the same time as the City was notified.

City Manager Henrickson stated that the City could face fines in the amount of 80% of the costs of Project No.1 if we do not move forward, and he plans to make recommendations with regard to the I&I in January with two approaches that will be explored.

There being no further discussion, the study session adjourned at 6:15 p.m.

The meeting re-convened at 6:30 p.m.

CONSENT CALENDAR

Mayor Woodall announced the items to be approved on the consent calendar and asked the staff, the public, and the Council members if there was anyone who wished to have any item removed from the consent calendar for separate discussion. .

Councilmember Thompson requested item No.5 be removed from the consent calendar for discussion, and Councilmember Marks requested items No. 3, 5, and 11 be removed from the consent calendar for discussion. *Motion made by Marks/ Thompson to approve the*

consent calendar including approval of minutes of the November 16, 2010 regular meeting; approval of the 2010 holiday schedule; approval of progress pay request No. from Mercer-Fraser for the Wildwood Paving Project; approval of Resolution No. 1099-2010 Dedicating a Source of Revenue for Repayment of the State Revolving Fund Loan; approval of the Monument Culvert Project Amendment No.1; authorization for the Chief of Police to sign Operations Agreement with North Coast Rape Crisis; approval of Weapons Disposal Plan; and approval of pay request No. 10 for K.G. Walters Co. Inc. for the Solids and Disposal Project **Motion carried 5-0.**

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Discussion was held on items No. 3, 5, and 11 removed from the consent calendar. Councilmember Marks questioned the amounts due on the two water bill claim adjustments, and stated she wanted to see a policy so that customer water bills are not allowed to get so high. Councilmember Thompson was also concerned with the dollar amounts due on the water bill claim adjustments, and he asked if the bills are evaluated for shut off by amount due or time past due. Finance Director Beauchaine responded both water bill claim adjustments are within the policy limits set forth in the water bill ordinance adding that the shut off list is generated by length of time debts are past due. Councilmember Dunker asked where the backup documentation (receipts) was. City Manager Henrickson stated that he did not have the backup info as Karen Dunham prepared the staff reports and currently she was out of the office due to illness. Councilmember Marks /Thompson made a motion to deny the claims. City Manager Henrickson suggested carrying the item over to the January 4, 2011 meeting for further documentation. *Motion made by Councilmember Dunker/Barsanti to carry the item over to the Jan. 4, 2011 meeting.* **Motion Carried 4-1 with Councilmember Marks casting the dissenting vote.**

Discussion was held on item No. 11 from the consent calendar; Approve Scope of Work from Freshwater Environmental Services for Development of a Draft Sewer Use Ordinance and Enforcement Response Plan. Councilmember Marks stated that when the ordinance is done she wants the city to receive a value for grease if hauled out of the city by a commercial vender as it has a value. *Motion made by Councilmembers Marks /Barsanti to approve Scope of Work from Freshwater Environmental Services for Development of a Draft Sewer Use Ordinance and Enforcement Response Plan.* **Motion Carried 5-0.**

<u>Direct City Manager to Develop Recommendations regarding Wastewater Project II and contract services for Council Consideration on January 4, 2011</u> *Motion made by Councilmembers Marks/Barsanti.* **Motion Carried 5-0.**

<u>Draft Eel River Valley Food Collaborative, Business, and Development</u> Councilmember Thompson said that George Williamson of Planwest Partners stated, at the last meeting on this topic, that he had some people with a warehouse that he would contact, and he inquired if that was done. Councilmember Marks said the document that was written does not represent what

was presented to council. City Manager Henrickson stated the document implies that the city would assist with funding the new business. Councilmembers Marks and Barsanti both stated that the $13,000 match by the city was not introduced until after we received the grant. City Manager Henrickson and Finance Director Beauchaine both stated that in order to preserve our relationship with the Headwaters Grant Foundation we needed to move forward on this item.

Brownfield's Project Update Finance Director Beauchaine stated that the Final Phase II document will be ready in January, two outreach meetings have been held to date, and they are currently developing an educational plan with HSU, and concluded by stating we may not do a market study in order to stay within budget, as it is not required. Councilmember Marks asked when the assessment will be done. Finance Director Beauchaine answered in the spring of 2011. Mayor Woodall asked what was a market analysis and Beauchaine replied it looks at retail markets for site feasibility.

Sharon Wolff asked if the zoning at the site was still the same. City Manager Henrickson stated that Planwest Partners was directed to rezone the site for future uses.

PG&E Wireless Smart Meter Program Extensive discussion was held on the potential of smart meters being installed in Rio Dell. Councilmembers raised concerns regarding health, safety, and privacy issues, along with the potential loss of fifteen Humboldt County jobs. Mayor Woodall stated that the City of Fairfax, San Francisco, and the State of Hawaii have applications in to the Public Utilities Commission asking to stall the installation of the smart meters until more research is done about them, and asked if we could pass a moratorium until more information was available. Councilmember Marks also requested a moratorium. City Manager Henrickson suggested council recommend he bring back a document/ordinance regarding a moratorium on the installation of smart meters in Rio Dell. *Motion made by Councilmembers Thompson/Dunker made motion to direct the City Manager to Prepare an Emergency Ordinance for a moratorium on the installation of Smart Meters in Rio Dell.* **Motion Carried 5-0**

Approve Contract Agreement with HDR Engineering for Design on the Wastewater Facility and Effluent Disposal Project City Manager Henrickson stated this was the item he discussed during the Study Session held just prior to tonight's meeting. Councilmember Marks asked if we had money in the General Fund to cover the $100,000. City Manager Henrickson replied yes, in the Debt Service Fund, and stated that the document was in draft form as we have to evaluate the two types of payment offered by HDR: Lump Sum or Time and Materials. *Motion made by Dunker/Marks to Approve Contract Agreement with HDR Engineering for Design on the Wastewater Facility and Effluent Disposal Project with two changes.* **Motion Carried 5-0.**

Approve Final Operations Budget and Review Draft Combined Balance Sheet for the Fiscal Year Ending 9/30/10 Finance Director Beauchaine explained the attached document and highlighted the revenues and expenditures from each fund. *Motion made by Dunker/Barsanti to Approve Final Operations Budget and Review Draft Combined Balance Sheet for the Fiscal Year Ending 9/30/10.* **Motion Carried 5-0.**

Review Operations Budget and Combined Balance Sheet for the Period Ending 9/30/10 Finance Director Beauchaine explained the attached document and explained the revenues for each fund.

ORDINANCES/SPECIAL RESOLUTIONS

Approve Resolution No. 1100-2010 Accepting the Certification of Votes for the November 2, 2010 General Election City Manager Henrickson stated that this was part of the normal process and added we will seat the new council at the January 4, 2011 meeting. *Motion made by Thompson/Marks to Approve Resolution No. 1100-2010 Accepting the Certification of Votes for the November 2, 2010 General Election.* **Motion Carried 5-0.**

Public Hearing, Introduction, and First Reading (by title only) of Ordinance 268-2010 State Video Service Franchise Ordinance Implementing "DIVCA", the Digital and Video Competition Act of 2006 Mayor Woodall opened the public hearing.

Sharon Wolff stated the ordinance was not on the City website so there was no information available.
Bud Leonard stated the Cities of Fortuna and Eureka have already passed this Ordinance.

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

Councilmember Marks requested Sean McLaughlin be present at the next Council meeting to answer questions. City Manager Henrickson stated that the City had little say here adding most likely this was going to the state level. *Motion made by Marks/Dunker for Introduction, and First Reading (by title only) of Ordinance 268-2010 State Video Service Franchise Ordinance Implementing "DIVCA", the Digital and Video Competition Act of 2006* **Motion Carried 5-0.**

Public Hearing, Introduction, and First Reading (by title only) of Ordinance 269-2010 Adopting California Building Codes and Appendices and Repealing Title 15, Chapter 15.05.020 – Building Codes of the Rio Dell Municipal City Manager Henrickson stated that we are required every three years to adopt all new building codes. Mayor Woodall opened the public hearing. There being no comment from the public the public hearing was closed.

Councilmember Thompson asked if the code addresses fire extinguishers in new buildings. City Manager Henrickson replied yes it does and we will research how that affects our water meters and come back next month with more information. *Motion made by Marks/Dunker for , Introduction, and First Reading (by title only) of Ordinance 269-2010 Adopting California Building Codes and Appendices and Repealing Title 15, Chapter 15.05.020 – Building Codes of the Rio Dell Municipal.* **Motion Carried 5-0.**

PUBLIC PRESENTATIONS

John Coleman-stated that he understood the fiscal reasons for not having the annual Christmas Tree Lighting Ceremony, but he hopes that our community will pull together and still have the event.

REPORTS/STAFF COMMUNICATIONS

City Manager Henrickson advised council that the next coming months were going to be challenging as we have many issues to face.

Finance Director Beauchaine stated that her primary focus has been financing issues with Project 2, and she stated that the TDA Audit went well with no findings.

Police Chief Hill stated they were still conducting the Traffic Survey and he expected to be done collecting data by the following week. Mayor Woodall stated she liked the way Fortuna's parking was set up and asked when the next Traffic Meeting was. Hill stated he would let her know.

Public Works Director Jensen stated that both projects: Wildwood Avenue Paving and the Solids and Disinfection Mgt. projects were complete and operational.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Marks thanked Councilmember Dunker for his tenure as a City Councilmember.

Councilmember Dunker stated that his seat on the Water Quality Board required being a city elected official, but the board has two more openings and it was determined, that he qualified for either of those two seats.

ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Mayor Woodall announced the Council would be adjourning to closed session to discuss the following item: Conference with Real Property-Negotiator: Ron Henrickson, City Manager. Under Negotiation: Price, Terms, and Other Considerations.

The Council adjourned to Closed Session at 8:04 P.M.

The regular meeting reconvened at 8:20.

Mayor Woodall announced the items discussed in closed session.

Action was taken to approve the hiring of appraiser Charles W. Petty for the amount of $4,000.00.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 8:25 P.M. to the January 4, 2011 regular meeting.

_____
Julie Woodall, Mayor

Attest:

_____
Carla Ralston, Clerk

RIO DELL CITY COUNCIL
SPECIAL MEETING
DECEMBER 20, 2010
MINUTES

A Special Meeting of the Rio Dell City Council was called to order at 9:00 A.M. by Mayor Woodall.

ROLL CALL: Present: Mayor Woodall, Councilmembers Dunker, Marks and Thompson

Absent: Councilmember Barsanti

Others Present: Chief of Police Hill and City Clerk Dunham

SPECIAL MEETING MATTERS/PUBLIC HEARINGS

Selection of Nominations for Appointment on the California Coastal Commission
Mayor Woodall stated the purpose of the Special Meeting was for the City Council to select their nominations for appointment to serve on the California Coastal Commission, and direct the City Manager to draft a letter to the selection committee recommending the City Council's nominations.

Mayor Woodall further stated that the Mayor's City Selection Committee of the Humboldt County Association of Governments (HCAOG) brought the matter forward and nominated Ken Zanzi, Dean Glaser, Frank Jager, and Jeff Farley to serve on the California Coastal Commission. Her recommendation was that the City Council supports the nominations of the HCAOG Selection Committee.

Councilmember Dunker asked if the nominee's qualifications were discussed among the committee; Mayor Woodall stated that letters of recommendation were presented.

Councilmember Dunker then asked if the appointments required Senate approval and if full security backgrounds were done; Mayor Woodall explained these were Governor appointments not requiring Senate approval.

Dunker commented that he would like assurance that the nominations put forth are successful.

Chief of Police Hill (Acting City Manager) stated the issue here is whether the City Council supports the nominations made by the HCAOG Selection Committee or not.

Motion was made by Marks/Thompson to support the nominations for the North Coast Regional appointment to the California Coastal Commission as identified by the Selection Committee and

direct the City Manager to draft a letter of support on behalf of the City Council to the Governor's Office. Motion carried 4-0.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 9:20 A.M. to the January 4, 2011 regular meeting.

_____
Julie Woodall, Mayor

Attest:

_____
Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562

STAFF REPORT

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director

DATE: January 4, 2011

SUBJECT: Scope of Services with Winzler & Kelley to complete the California Department of Fish and Game Section 1600 Permit

COUNCIL ACTION
By motion approve the Scope of Services with Winzler & Kelly to complete the California Department of Fish and Game Section 1600 Permit not to exceed $6,600.

BACKGROUND AND DISCUSSION
See Attachment. A Final Draft will be prepared under separate cover.

Attachments: Draft Scope of Services with Winzler & Kelly

Scope of Services Between
Winzler & Kelly And
City of Rio Dell
Preparation of Streambed Alteration Agreement
for Transmission Pipeline Installation

This scope of services relates to a prime agreement dated October 10, 2003 between the City of Rio Dell and Winzler & Kelly. All provisions of the prime agreement apply to this scope of services unless noted otherwise herein.

INTRODUCTION

As part of the treated effluent disposal component of the City's Wastewater Treatment and Disposal Project, a transmission pipeline is planned to be installed between the City's Corp Yard, where the new Wastewater Treatment Plant will be located and the Mozzetti irrigation site. The transmission line is proposed to cross the southbound Highway 101 Bridge over the Eel River. The pipe will exit the bridge structure within the riparian zone of the Eel River above the ordinary high water mark, but below the top of bank. Winzler & Kelly reviewed the transmission pipe installation area with staff from California Department of Fish and Game (CDFG), and based on those discussions, and the location of the work, the pipe installation will necessitate a Streambed Alteration Agreement from CDFG, sometimes referred to as a Section 1600 permit. The tasks below are for the preparation of the permit application for City submission to CDFG.

SCOPE OF WORK

The following tasks describe the Scope of Work.

TASK 1: CDFG Section 1600 Lake or Streambank Alteration Agreement Application Preparation

Winzler & Kelly will complete the application for a CDFG 1600 Notification of Streambed Alteration Agreement including a re-vegetation plan. Site resource data will be collected as necessary for the completion of the permit application. The term of Streambed Alteration Agreement and re-vegetation success monitoring is anticipated to be 5 years. This task does not include any special biological surveys, studies, follow up monitoring, or any other work beyond completing the application.

Deliverable: One hard copy and electronic copy of the application filled out with attachments, submitted to Client. One electronic draft permit cover memo from the City to CDFG. Client is responsible for review, signatures, paying for and providing any required fees (checks), and submitting application to DFG. The permit application will be complete within one month of City authorization of this Scope of Service.

Cost for Task 1 - $4,400

TASK 2: Agency Coordination and Follow-Up

Winzler & Kelly will involve CDFG in the discussions on permit requirements, and conduct up to one project site meeting. Input from DFG is needed to finalize permit requirements and to address potential mitigations for disturbance of vegetation. This task also includes coordination between Winzler & Kelly, City of Rio Dell, and CDFG to keep the permitting processes moving forward.

Winzler& Kelly will work closely with DFG making weekly or bi-weekly phone calls to check on the status of the application and to discuss the project if clarification is needed. Winzler & Kelly will be available to attend phone calls/conference calls and attend one site meeting. The services under this Task will be provided as requested and as available budget allows.

Cost for Task 2 - $2,200

Total: $6,600

GENERAL ASSUMPTIONS/ EXCLUSIONS

The Following are not included in this Scope of Services

- Special Studies that may be required by agencies
- Permit application fees or review fee (these will be paid directly by the City)
- Wetland Delineation or Wetland Mitigation Plan
- Formal Section 7 Consultation
- Additional surveying, right of way, or boundary work
- This scope assumes that an encroachment permit will meet Caltrans needs where the proposed transmission line traverses U.S. Highway 101
- Acquiring permit approvals
- Responding to additional information requests from Agencies unless requested by client and as available budget allows
- Other items not included in this Scope of Services

COMPENSATION

The actual effort that will be required to complete the tasks in this Scope of Services is contingent upon the actions of others or what is determined during the permit process. The initial budget allowances presented above are initial allocations and the actual cost may be more or less depending on many factors over which neither Winzler & Kelly nor the City have control. Therefore, the tasks in this Scope of Services shall be completed on a time and materials basis, with an initial total allowance of $6,600. The City will be notified in advance if additional budget beyond the initial allocation is needed.

The appropriate level of effort will be expended to accomplish the tasks necessary to move the City's wastewater compliance project forward. We will keep the City informed on the progress of the work and any changes in scope, status of the budget, and schedule.

Invoices shall be prepared each month for services provided and shall be due and payable within 30 days of the date of the invoice. Interest at the rate of 1-1/2% per month shall be charged on all outstanding balances.

AGREED

City of Rio Dell	**Winzler & Kelly**
	12/30/16
Signature **Date**	**Signature** **Date**
Ron Henrickson, City Manager	Steven Allen, Managing Principal

Rio Dell Tracking Number

675 Wildwood Ave.
Rio Dell, CA 95562

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, Interim City Manager

FROM: Karen Dunham, City Clerk

DATE: January 4, 2011

SUBJECT: Water Bill Claim Adjustment

RECOMMENDATION

The Council approves the water bill claim adjustment for Chris Dazzi at 130 Webster St. in the amount of $245.25.

BUDGETARY IMPACT

$245.25 less revenue from the Water Fund

BACKGROUND AND DISCUSSION

This is a water bill adjustment claim for over $100.00 which requires Council approval under Resolution No. 770. The average bill for this customer is $53.45. The excessive use was the result of a broken plastic coupling. The customer repaired the leak by replacing the plastic coupling with a ¾ inch steel coupling and clamps. The request is a 50% adjustment of the difference between the historical average use and the bill of $543.95, which amounts to $245.25.

ATTACHMENTS:

Water Bill Adjustment Claim Form
Utility Billing Summary Report
Receipt

EXHIBIT "A" TO RESOLUTION NO. 770

CITY OF RIO DELL
WATER BILL ADJUSTMENT CLAIM FORM

Instructions
1. Only claims exceeding an average water bill by $10.00 or more are eligible for adjustment.
2. Present this form (with receipts for corrective measures) to the Water Department at City Hall after completion.

NAME OF CLAIMANT: Chris DAZZI

MAILING ADDRESS OF CLAIMANT: 130 webster St Rio Dell, CA

ADDRESS OF WATER SERVICE: 130 Webster St

MONTH and REASON FOR EXCESSIVELY HIGH WATER BILL:

NOV, Broken plastec 3/4 in Coupling

Only claims involving water line leaks, breaks, vandalism, excusable neglect or City negligence will be considered.

I HAVE MADE THE FOLLOWING REPAIRS TO MY WATER SYSTEM:

Replaced Broken plastec coupling, with steel 3/4 inch coupling and clamps,

No adjustment will be considered unless appropriate repairs or corrective measures have been taken. Attach copies of receipts.

I, Chris DAZZI (Print name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was signed on 12/7/10, 2010, at Rio Dell, California.

Karen Dunham
City of Rio Dell - Witness

Chris Dazzi
Signature of Claimant

This Side to be Completed by City Staff Only

Number of claims submitted by claimant during previous twenty four months at any location and number of claims submitted by any claimant involving the same metered location: 0

Dates and locations of such claims: N/A

Claimants are allowed only ONE adjustment in any 24 month period

Does the claimant's reason for the requested adjustment constitute justifiable cause for the requested adjustment? yes

Has the claimant made sufficient repair or taken other appropriate corrective measures to reasonably prevent repeated problems? yes

Are copies of receipts attached? yes

What is the amount of the bill disputed? $543.95 (163 units)

What is the claimant's average historical water bill? $53.45 (13 units)

What is the difference? $490.50 50% Credit amount is: $245.25

Period used to calculate average water bill? Oct 09 - Sept 10

Note: Adjustments between $10.00 and $100.00 may be settled by the City Manager but may be submitted to the City Council, at the Managers sole discretion. Adjustments of $100.00 or more must be approved by the City Council.

CITY MANAGER'S DISPOSITION:

APPROVE CLAIM ☐ Yes ☐ No DENY CLAIM ☐ Yes ☐ No

Comments or Reason for Denial: _____

SUBMIT TO CITY COUNCIL ☑ Yes ☐ No

CM Signature: _____ Date: _____

CITY MANAGER'S RECOMMENDATION TO THE CITY COUNCIL:

APPROVE CLAIM _____ DENY CLAIM _____

COUNCIL ACTION (APPROVE/DENY) _____ DATE: _____

THANK YOU FOR SHOPPING AT
SCOTIA HARDWARE
(707) 764-1780

FOR REFUNDS PLEASE BRING YOUR RECEIPT!!
THANKS FOR SHOPPING AT SCOTIA HARDWARE!!
10/07/10 12:05PM JONNA 553 SALE

236323	1	EA	3.69 EA
3/4 Insert Coupling			3.69
227355	2	EA	1.19 EA
9/16x1-1/16 SS Clamp			2.38

SUB-TOTAL: 6.07 TAX: .50
TOTAL: 6.57
CASH TEND: 10.00 CHANGE: 3.43

==>> JRNL#E68519 <<==
CUST # X5

Run: 12/03/2010 @ 2:41 PM

CITY OF RIO DELL
U/B Summary Report

Name: DAZZI, CHRIS **Lookup:** 1936

Address: 130 WEBSTER STREET
RIO DELL, CA 95562

Location	House Number	Direction	Street	Description
130 WEBSTER ST	130		WEBSTER ST	130 WEBSTER ST/9-520

Serial Number	Digits	Multiplier	Route	Sequence	Description
04033510	8	1	09	0520	

Billing	11/29/2010	10/27/2010	9/27/2010	8/27/2010	7/27/2010	6/28/2010	5/27/2010	4/28/2010	3/29/2010	2/26/2010
Beginning Balance	**527.60**	**247.50**	**0.00**	**0.00**	**61.90**	**25.43**	**0.00**	**31.81**	**61.17**	**31.48**
LateChg	0.00	0.00	0.00	0.00	0.00	2.54	0.00	0.00	0.00	0.00
Water	543.95	527.60	275.81	76.34	53.45	33.93	33.93	29.69	31.81	29.69
Consumption	163	158	81	20	13	6	6	4	5	4
Payments	527.60	247.50	28.31	76.34	115.35	0.00	8.50	61.50	61.17	0.00
Activity Date	11/23/2010	10/20/2010	9/27/2010	8/27/2010	7/27/2010		5/27/2010	4/28/2010	3/10/2010	
Ending Balance	**543.95**	**527.60**	**247.50**	**0.00**	**0.00**	**61.90**	**25.43**	**0.00**	**31.81**	**61.17**
Available Credits	0.00	0.00	0.00	28.31	4.65	0.00	0.00	8.50	0.00	0.00
130 WEBSTER ST										
04033510	1104	941	783	702	682	669	663	657	653	648
Reading Date	11/29/2010	10/27/2010	9/27/2010	8/27/2010	7/27/2010	6/28/2010	5/27/2010	4/28/2010	3/29/2010	2/26/2010
Consumption	163	158	81	20	13	6	6	4	5	4
Days	33	30	31	31	29	32	29	30	31	29

Jan 10	Dec 09	Nov 09	Oct 09
8 unit	5 Units	4 Units	5 Units
36.17	31.81	29.69	31.81

24

675 Wildwood Ave.
Rio Dell, CA 95562

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, Interim City Manager

FROM: Karen Dunham, City Clerk

DATE: January 4, 2011

SUBJECT: Water Bill Claim Adjustment

RECOMMENDATION

The Council approves the water bill claim adjustment for Liz Samaniego at 444 Edwards Dr. in the amount of $150.96.

BUDGETARY IMPACT

$150.96 less revenue from the Water Fund

BACKGROUND AND DISCUSSION

This water bill claim adjustment was presented to the City Council on December 7, 2010. Approval of the claim was rejected pending submittal of receipts for repair of the leak. Since that time, the customer has provided the required receipt.

This is a water bill adjustment claim for over $100.00 which requires Council approval under Resolution No. 770. The average bill for this customer is $82.92. The excessive use was the result of a broken water line. The customer repaired the leak by replacing 300 feet of water line. The request is a 50% adjustment of the difference between the historical average use and the bill of $384.85, which amounts to $150.96.

ATTACHMENTS:

Water Bill Adjustment Claim Form
Receipt
Utility Billing Summary Report

(707) 764-5480

EXHIBIT "A" TO RESOLUTION NO. 770 HILDA

CITY OF RIO DELL
WATER BILL ADJUSTMENT CLAIM FORM

Instructions
1. Only claims exceeding an average water bill by $10.00 or more are eligible for adjustment.
2. Present this form (with receipts for corrective measures) to the Water Department at City Hall after completion.

NAME OF CLAIMANT: Liz Samaniego

MAILING ADDRESS OF CLAIMANT: P.O. Box 62 Rio Dell, CA 95562

ADDRESS OF WATER SERVICE: same as above

MONTH and REASON FOR EXCESSIVELY HIGH WATER BILL:

August - Present 2010
Multiple repairs to broken water line

Only claims involving water line leaks, breaks, vandalism, excusable neglect or City negligence will be considered.

I HAVE MADE THE FOLLOWING REPAIRS TO MY WATER SYSTEM:

Installed all new water line - 300 ft.
Had to re-trench due to the fact that my water line runs across my neighbors yard and it is completely over-grown and the leak is somewhere between there and the water meter.

No adjustment will be considered unless appropriate repairs or corrective measures have been taken. Attach copies of receipts.

I, Liz Samaniego (Print name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was signed on 11/28, 2010, at Rio Dell, California.

Karen Dunham
City of Rio Dell - Witness

Signature of Claimant

This Side to be Completed by City Staff Only

Number of claims submitted by claimant during previous twenty four months at any location and number of claims submitted by any claimant involving the same metered location: 0

Dates and locations of such claims: N/A

Claimants are allowed only ONE adjustment in any 24 month period

Does the claimant's reason for the requested adjustment constitute justifiable cause for the requested adjustment? yes

Has the claimant made sufficient repair or taken other appropriate corrective measures to reasonably prevent repeated problems? yes

Are copies of receipts attached? No

What is the amount of the bill disputed? $384.85 - 111 units

What is the claimant's average historical water bill? $82.92 - 18 units

What is the difference? $301.93 50% Credit amount is: $150.96

Period used to calculate average water bill? Oct 09 - Oct 10

Note: Adjustments between $10.00 and $100.00 may be settled by the City Manager but may be submitted to the City Council, at the Managers sole discretion. Adjustments of $100.00 or more must be approved by the City Council.

CITY MANAGER'S DISPOSITION:

APPROVE CLAIM ☐ Yes ☐ No DENY CLAIM ☐ Yes ☐ No

Comments or Reason for Denial: _____

SUBMIT TO CITY COUNCIL ☑ Yes ☐ No

CM Signature: _____ Date: _____

CITY MANAGER'S RECOMMENDATION TO THE CITY COUNCIL:

APPROVE CLAIM _____ DENY CLAIM _____

COUNCIL ACTION (APPROVE/DENY) _____ DATE: _____

Run: 12/01/2010 @ 1:32 PM

CITY OF RIO DELL
U/B Summary Report

Name: SAMANIEGO, ELIZABETH **Lookup:** 1677

Address: P. O. BOX 62
RIO DELL, CA 95562

Location	House Number	Direction	Street	Description
444 EDWARDS DR	444		EDWARDS DR	444 EDWARDS DR/6-300

Serial Number	Digits	Multiplier	Route	Sequence	Description
04033546	8	1	06	0300	

Billing	11/29/2010	10/27/2010	9/27/2010	8/27/2010	7/27/2010	6/28/2010	5/27/2010	4/28/2010	3/29/2010	2/26/2010
Beginning Balance	**821.92**	**627.49**	**550.97**	**469.33**	**421.62**	**412.06**	**384.55**	**181.76**	**178.26**	**385.37**
LateChg	41.03	35.15	25.10	20.32	19.53	18.89	18.65	18.17	0.00	0.00
Sewer	120.26	120.26	120.26	120.26	120.26	116.76	116.76	116.76	116.76	116.76
Consumption	111	82	64	40	18	17	14	12	11	9
ShutOff	0.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00	0.00	0.00
Water	384.85	290.02	231.16	152.68	82.92	78.46	72.10	67.86	65.74	61.50
Consumption	111	82	64	40	18	17	14	12	11	9
Payments	400.00	251.00	300.00	211.62	210.00	204.55	180.00	0.00	179.00	385.37
Activity Date	11/15/2010	10/18/2010	9/10/2010	8/09/2010	7/19/2010	6/14/2010	5/14/2010		3/29/2010	2/16/2010
Ending Balance	**968.06**	**821.92**	**627.49**	**550.97**	**469.33**	**421.62**	**412.06**	**384.55**	**181.76**	**178.26**
444 EDWARDS DR										
04033546	1239	1128	1046	982	942	924	907	893	881	870
Reading Date	11/29/2010	10/27/2010	9/27/2010	8/27/2010	7/27/2010	6/28/2010	5/27/2010	4/28/2010	3/29/2010	2/26/2010
Consumption	111	82	64	40	18	17	14	12	11	9
Days	33	30	31	31	29	32	29	30	31	29

Jan 10 12 units 67.86

Dec 09 11 units 65.74

Nov 09 10 unit 63.62

Oct 09 9 units 61.50

THANK YOU FOR SHOPPING AT
Fortuna Ace Hardware
140 S. Fortuna Blvd.
Fortuna, CA 95540
(707) 725-8647

HAPPY HOLIDAYS
FRESH CUT CHRISTMAS TREES COMINGSOON
11/27/10 11:26AM LK 551 SALE

9499 4 EA .99 EA
ARROWHEAD WATER 24OZ 3.96
44622 4 EA 1.29 EA
CLAMP HOSE 7/16"TO 1" SS 5.16
41996 2 EA .49 EA
COUPLE INSERT POLY3/4" .98
45533 2 EA 32.99 EA
TUBE POLY 1"X100' 100PSI 65.98
41754 1 RL 24.99 RL
PIPE POLY NSF100#3/4X100 24.99

SUB-TOTAL: 101.07 TAX: 8.34
TOTAL: 109.41
BC AMT: $109.41

BK CARD#: XXXXXXXXXXXX7422
ID: 670121407499
AUTH: 067082 AMT: 109.41
Host reference #:230011 Bat#1517
SWIPED
CARD TYPE:VISA EXPR: XXXX

Trace # 000000

==>> JRNL#C30011 <<==
CUST # *6334
ACE REWARDS ID # 19039945297

THANK YOU ELIZABETH SAMANIEGO
FOR YOUR PATRONAGE

Name: X

THANK YOU FOR SHOPPING AT
Fortuna Ace Hardware
140 S. Fortuna Blvd.
Fortuna, CA 95540
(707) 725-8647

HAPPY HOLIDAYS
FRESH CUT CHRISTMAS TREES COMINGSOON
11/28/10 3:01PM CA 557 SALE

45533 1 EA 32.99 EA
TUBE POLY 1"X100' 100PSI 32.99
43912 8 EA 1.49 EA
CLAMP 3/4 TO 1-3/4"SS 11.92
41775 1 EA 1.49 EA
TEE INSERT POLY 1" 1.49
41770 1 EA 1.29 EA
ELBOW INSERT POLY 1" 1.29
41997 1 EA .79 EA
COUPLE INSERT POLY1" .79

SUB-TOTAL: 48.48 TAX: 4.00
TOTAL: 52.48
BC AMT: $52.48

BK CARD#: XXXXXXXXXXXX5833
ID: 670121407499
AUTH: 015012 AMT: 52.48
Host reference #:231152 Bat#1518
SWIPED
CARD TYPE:VISA EXPR: XXXX

Trace # 000000

==>> JRNL#C31152 <<==
CUST # *6334
ACE REWARDS ID # 19039945297

THANK YOU ELIZABETH SAMANIEGO
FOR YOUR PATRONAGE

Name: X

THANK YOU FOR SHOPPING AT
Fortuna Ace Hardware
140 S. Fortuna Blvd.
Fortuna, CA 95540
(707) 725-8647

HAPPY HOLIDAYS
FRESH CUT CHRISTMAS TREES COMINGSOON
11/28/10 4:19PM KB 552 SALE

45732 1 EA 1.29 EA
ELBOW90POLY 1X3/4"PLXFPT 1.29
41991 1 EA .49 EA
COUPLE POLY 3/4"BARBXMPT .49

SUB-TOTAL: 1.78 TAX: .15
TOTAL: 1.93
BC AMT: $1.93

BK CARD#: XXXXXXXXXXXX5833
ID: 670121407499
AUTH: 016185 AMT: 1.93
Host reference #:231297 Bat#1518
SWIPED
CARD TYPE:VISA EXPR: XXXX

Trace # 000000

==>> JRNL#C31297 <<==
CUST # *6334
ACE REWARDS ID # 19039945297

THANK YOU ELIZABETH SAMANIEGO
FOR YOUR PATRONAGE

Name: X

I agree to pay above total amount
according to card issuer agreement
(merchant agreement if credit voucher)
Customer Copy

December 30, 2010

Dear Rio Dell City Council,

Thank you for taking the time to review my water situation. Unbeknownst to me, my water line started having major leakage I believe about four months ago. I attributed the spike in my water bill to some sewer problems that we were having in both my mother-in-law unit and in my house. To fix that problem, Maples plumbing had to come out twice over two months and hydro the lines out and do repairs. Your public works employee (Jason or maybe Justin, I believe) can verify this. I assumed the amount of water that it took to clear the lines was the cause of the water bill being so high.

I next had Maples plumbing out to see about the water lines and was given a $5000-$7000 estimate to re-trench the water lines. This was due to the fact that my water lines cut straight across from my mother-in-law unit to my neighbor's property which is totally overgrown with poison oak, berry vines, and other vegetation. I am not in a position to be able to afford such a repair. Luckily, I had three friends that were willing to help with my repair. I had to wait until all of them could get the various equipment and time to do this extensive project. We ended up having to backhoe a trench from my mother-in-law unit all the way to the back of my property (approximately 400 feet) and hand trench (approximately 100 feet) to the water meter. All of this through major tree roots, in the pouring rain, ending up with poison oak, etc...

I paid cash to these people for their help so I have no receipts for their labor. They spent all day Saturday and Sunday on this project and in total I paid them $1500. I do have receipts for the poly pipe and other miscellaneous plumbing supplies that I purchased. I also have pictures on my cell phone if you would like to see the actual work being done.

Again, thank you for considering my request . Any help with this will be much appreciated.

Sincerely,

Liz Samaniego

675 Wildwood Ave.
Rio Dell, CA 95562

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, Interim City Manager

FROM: Karen Dunham, City Clerk

DATE: January 4, 2011

SUBJECT: Water Bill Claim Adjustment

RECOMMENDATION

The Council approves or denies the water bill claim adjustment for Mindy Henderson at 250 Monument Road in the amount of $107.91.

BUDGETARY IMPACT

$107.91 less revenue from the Water Fund

BACKGROUND AND DISCUSSION

This water bill claim adjustment was presented to the City Council on December 7, 2010. Approval of the claim was rejected pending submittal of receipts for repair of the leak. The customer was called on two separate occasions requesting the submittal of receipts but no receipts have been received at this time.

This is a water bill adjustment claim for over $100.00 which requires Council approval under Resolution No. 770. The average bill for this customer is $53.45. The excessive use was the result of a broken water line under the driveway. The customer repaired the leak by replacing the water line and valve. The request is a 50% adjustment of the difference between the historical average use and the bill of $269.27, which amounts to $107.91.

ATTACHMENTS:

Water Bill Adjustment Claim Form
Utility Billing Summary Report

EXHIBIT "A" TO RESOLUTION NO. 770

CITY OF RIO DELL
WATER BILL ADJUSTMENT CLAIM FORM

Instructions
1. Only claims exceeding an average water bill by $10.00 or more are eligible for adjustment.
2. Present this form (with receipts for corrective measures) to the Water Department at City Hall after completion.

NAME OF CLAIMANT: Mindy Henderson

MAILING ADDRESS OF CLAIMANT: 349 9th st. #A Fortuna

ADDRESS OF WATER SERVICE: 250 Monument

MONTH and REASON FOR EXCESSIVELY HIGH WATER BILL:

October. I had a huge Water leak in my driveway. I had to pay a Plumber to fix my leak but I also have to repair the

Only claims involving water line leaks, breaks, vandalism, excusable neglect or City negligence will be considered.

I HAVE MADE THE FOLLOWING REPAIRS TO MY WATER SYSTEM:

We dug out and replaced the old Pipe and removed the Tree Stump that was growing against it.

No adjustment will be considered unless appropriate repairs or corrective measures have been taken. Attach copies of receipts.

I, Mindy Henderson (Print name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was signed on November 19, 2010, at Rio Dell, California.

Karen Dunham
City of Rio Dell - Witness

Mindy Henderson
Signature of Claimant

This Side to be Completed by City Staff Only

Number of claims submitted by claimant during previous twenty four months at any location and number of claims submitted by any claimant involving the same metered location: 0

Dates and locations of such claims: Present N/A

Claimants are allowed only ONE adjustment in any 24 month period

Does the claimant's reason for the requested adjustment constitute justifiable cause for the requested adjustment? yes

Has the claimant made sufficient repair or taken other appropriate corrective measures to reasonably prevent repeated problems? yes

Are copies of receipts attached? No

What is the amount of the bill disputed? $269.27

What is the claimant's average historical water bill? 13 units $53.45

What is the difference? $215.82 50% Credit amount is: $107.91

Period used to calculate average water bill? Oct 09 - Oct 10

Note: Adjustments between $10.00 and $100.00 may be settled by the City Manager but may be submitted to the City Council, at the Managers sole discretion. Adjustments of $100.00 or more must be approved by the City Council.

CITY MANAGER'S DISPOSITION:

APPROVE CLAIM ☐ Yes ☐ No DENY CLAIM ☐ Yes ☐ No

Comments or Reason for Denial: _____

SUBMIT TO CITY COUNCIL ☑ Yes ☐ No

CM Signature: _____ Date: _____

CITY MANAGER'S RECOMMENDATION TO THE CITY COUNCIL:

APPROVE CLAIM _____ DENY CLAIM _____

COUNCIL ACTION (APPROVE/DENY) _____ DATE: _____

Mindy Henderson

One of my many water leaks was in October, End of September. I had a huge water leak in my driveway. It was so bad the City came by and shut it off until it got fixed. I had to hire someone to find exactly where the leak was coming from. And to fix it. I also had to find someone to cut apart my asphalt driveway. The leak has caused my retaining wall to shift a little more. The labor to fix it was a financial hardship on me and my family. I am a single parent and actively seeking work. I also had a ~~huge~~ leak back in Dec, Jan, Feb, MAR, April didnt find it until April and I was told it was to late for any help because it had taken so long to fix. The water department actually found the leak after I paid 2 plumbers to come out and look. The leak was at my main water valve outside the house.

CITY OF RIO DELL
U/B Summary Report

Name: HENDERSON, MENDY **Lookup:** 4645

Address: 349 NINTH ST #A
FORTUNA, CA 95540

Location	House Number	Direction	Street	Description
250 MONUMENT ROAD	250		MONUMENT RD	250 MONUMENT ROAD/4-360

Serial Number	Digits	Multiplier	Route	Sequence	Description
04033445	8	1	04	0360	

Billing	10/27/2010	9/27/2010	8/27/2010	7/27/2010	6/28/2010	5/27/2010	4/28/2010	3/29/2010	2/26/2010	1/28/2010
Beginning Balance	**585.30**	**776.76**	**620.56**	**722.29**	**683.52**	**652.90**	**527.14**	**397.84**	**274.77**	**215.57**
LateChg	32.94	11.14	14.16	14.15	12.52	26.63	15.41	13.51	0.00	12.95
Sewer	60.13	60.13	60.13	60.13	58.38	58.38	58.38	58.38	58.38	58.38
Consumption	13	79	11	15	18	11	13	21	17	18
ShutOff	35.00	0.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water	53.45	269.27	46.91	59.99	67.87	45.61	51.97	77.41	64.69	67.87
Consumption	13	79	11	15	18	11	13	21	17	18
Payments	280.00	532.00	0.00	236.00	100.00	100.00	0.00	20.00	0.00	80.00
Activity Date	10/20/2010	9/24/2010		7/19/2010	6/17/2010	5/19/2010		3/18/2010		1/25/2010
Ending Balance	**486.82**	**585.30**	**776.76**	**620.56**	**722.29**	**683.52**	**652.90**	**527.14**	**397.84**	**274.77**
Deposits Held	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00
250 MONUMENT ROAD										
04033445	944	931	852	841	826	808	797	784	763	746
Reading Date	10/27/2010	9/27/2010	8/27/2010	7/27/2010	6/28/2010	5/27/2010	4/28/2010	3/29/2010	2/26/2010	1/28/2010
Consumption	13	79	11	15	18	11	13	21	17	18
Days	30	31	31	29	32	29	30	31	29	30

Nov 09- 9
Oct 09- 2

35

675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager

DATE: January 4, 2011

SUBJECT: Approval of W&K Agreement for Services for Scotia Annexation

ATTACHMENTS: W&K Proposed Agreement
W&K Agreement Dated 2/9/2010
Record of Invoices
Invoice Dated 54702 for $ 4,995.12

Council Action:

By motion, move to approve the Agreement for Services for Winzler and Kelly for services in conjunction with the proposed annexation of Scotia and approval of invoice number 54702 in the amount of $4,995.12.

Background:

In March of 2010 the City employed the services of W&K to assist in the proposed annexation of Scotia. The initial agreement was signed on February 9, 2010, by Interim City Manager Jim Stretch in the amount of $5,000. Subsequently, the City received and paid invoices for $919 on 3/05, $2,431 on 3/21, $1,636.75 on 5/11and $12,395.75 on 7/25. The total of the invoices is $17,382.50. The most recent invoice dated 10/8 is for an additional $4,995.12, bringing the total to $22,377.62. Although the master contract with W&K specifies that billings will be

made on a monthly basis, many of the invoices include billings for work done many months earlier. For example, the invoice submitted paid on 7/25 includes billings for as early as March 2010. I brought this to the attention of Steven McHaney who simply was apologetic. This last invoice concludes all work done by W&K.

Recommendation:

At this point in the process I recommend the Council approve the agreement and billing for $4,995.12.

Agreement Between

The City of Rio Dell
And
Winzler & Kelly
For
Review of the Potential Annexation of the Town of Scotia

INTRODUCTION

This agreement is between the City of Rio Dell and Winzler & Kelly Consulting Engineers to provide review and processing of the subject project. This agreement is based on a prime agreement between the City of Rio Dell and Winzler & Kelly Consulting Engineers dated October 10, 2003. All provisions of the prime agreement apply to this agreement unless noted otherwise in this agreement.

SCOPE OF SERVICES

Winzler & Kelly provided an initial preliminary review of information related to the potential annexation of the Town of Scotia into the City of Rio Dell. This preliminary review was intended to only provide initial insights into the issues related to annexation. At the request of the interim City Manager, Jim Stretch, Winzler & Kelly provided further research, analysis, and support for the investigation of the potential annexation on an as requested basis. The work on this project is now complete and the project can now be closed.

This agreement represents an amendment to the original initial preliminary review agreement to formally close out the annexation evaluation project.

COMPENSATION

The project was completed for a total amount of $22,377.62 and this amendment adjusts the final contract amount to this total project cost

AGREED

City of Rio Dell

Winzler & Kelly

10-7-10

Ron Henrickson, City Manager, Date

Steven McHaney, Managing Principal, Date

5115-10-000-0000-0127
Rio Dell Accounting Tracking Number

01061 10 003

Agreement Between
The City of Rio Dell
And
Winzler & Kelly
For
Review of Town of Scotia

INTRODUCTION

This agreement is between the City of Rio Dell and Winzler & Kelly Consulting Engineers to provide review and processing of the subject project. This agreement is based on a prime agreement between the City of Rio Dell and Winzler & Kelly Consulting Engineers dated October 10, 2003. All provisions of the prime agreement apply to this agreement unless noted otherwise in this agreement.

SCOPE OF SERVICES

The scope of services included providing engineering review and other services related to the review of the formation of a Community Services District (CSD) of the Town of Scotia and the potential annexation to the City of Rio Dell. The nature and extent of the required analysis and review will depend on the characteristics of the project, the needs of City staff, the needs of the City planner. Specific tasks will be delegated by the Interim City Manager and will include but not be limited to review of existing documents, providing comments on the CSD formation or annexation proposals, providing updates to the Rio Dell City Council or providing technical information or cost estimates related to the Town of Scotia CSD formation or Annexation to the City of Rio Dell. The ultimate goal is to provide technical assistance to the City to help protect its interests either during the formation of the CSD by the Town of Scotia or by an annexation to the City of Rio Dell.

COMPENSATION

The project will be billed on a time and materials as needed basis using the fee schedule in effect at the time the work is performed. Invoices will be prepared monthly and are due and payable by the City within 30 days of the date of the invoice. Interest at the rate of 1-1/2% per month will be charged on all outstanding balances. The extent of the work and the total cost will depend on the factors discussed under the Scope of Services and will not exceed $5,000 without prior written authorization.

AGREED

City of Rio Dell

2-9-10

Jim Stretch, City Manager, Date

Winzler & Kelly

2/9/10

Steven McHaney, Managing Principal, Date

Rio Dell Accounting Tracking Number

CITY OF RIO DELL
A/P Distribution

$15000 K

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
5512 10 000 0000 0127 Planning - Annexation						
	[2784] WINZLER & KELLY CONSULTING ENGINEERS	3/05/2010	50783	4/04/2010	PROFESSIONAL ENGINEERING SERVICES - REVIEW OF TOWN OF SCOTIA	919.00
	[2784] WINZLER & KELLY CONSULTING ENGINEERS	3/21/2010	51249	4/20/2010	REVIEW OF TOW OF SCOTIA	2,431.00
	[2784] WINZLER & KELLY CONSULTING ENGINEERS	5/11/2010	51961	6/10/2010	REVIEW OF TOWN OF SCOTIA & POTENTIAL ANNEXATION	1,636.75
	[2784] WINZLER & KELLY CONSULTING ENGINEERS	7/25/2010	53482	8/24/2010	REVIEW OF INFORMATION OF A (CSD) OF THE TOWN OF SCOTIA & THE POTENTIAL ANNEXATION	12,395.75
5512 10 000 0000 0127 Planning - Annexation Total						**17,382.50**
					Report Total	**17,382.50**

40

WINZLER & KELLY

REMIT PAYMENTS TO:
P.O. Box 5848, Unit 2
Portland, OR 97208

707.523.1010

CITY OF RIO DELL
675 WILDWOOD AVENUE
RIO DELL CA 95562

Attention: STEPHANIE BEAUCHAINE

Invoice # : 54702
Invoice Date : 10/8/2010
Project : 0106110003
Invoice Group : **

Billing Period through: 10/8/2010

PROFESSIONAL ENGINEERING SERVICES

REVIEW OF TOWN OF SCOTIA:
Review of the formation of a Town of Scotia Community Services District and potential annexation to the City of Rio Dell

CITY TRACKING # 5512-10-000-0000-012
~

Professional Services			
Labor	4,840.00		
		Total Labor	4,840.00
Reimbursable Expenses			
Regular Expenses	23.12		
Consumable Expenses	132.00		
		Total Expenses	155.12
		Current Invoice	4,995.12
		Total this Invoice	4,995.12
		Amount Due This Invoice:	**4,995.12**

MERRITT A PERRY

675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager

DATE January 4, 2011

SUBJECT: Fireman's Park Bathroom Contract Amendment

ATTACHMENT: Amendment No.1 to Winzler & Kelly Contact Dated March 12, 2010

Council Action:

A. By motion move to approve Amendment No. 1 to the Winzler & Kelly contract dated March 12, 2010, for engineering services for Fireman's Park Project and authorize the City Manager to sign the amendment.

City Manager recommendation: Approve Amendment No. 1.

Background:

In 2002 the City received a grant award from the California Department of Parks and Recreation in the amount of $220,000. On March 12, 2010, the City entered into an Agreement for services with Winzler & Kelly in conjunction with the design and construction of the Fireman's Park Bathroom Project. On September 22, 2010, bids were opened for the construction of bathroom facilities in Fireman's Park which were substantially higher than engineer estimates.

In order to facilitate the project W&K agreed to reduce their fee by $10,800. The amendment documents the change in the contract price.

AMENDMENT NO. 1

WINZLER & KELLY
SCOPE OF SERVICES FOR
FIREMAN'S PARK IMPROVEMENT PROJECT

Prepared by Josh Wolf, P.E. C07358
Project Engineer, Winzler & Kelly

November 29, 2010

This Amendment relates to the Agreement between the City of Rio Dell and Winzler & Kelly, Inc. (Winzler & Kelly) dated March 12, 2010. All provisions of the Agreement apply to this Amendment, unless otherwise noted in this Amendment.

INTRODUCTION

Bids received for the Fireman's Park project were more than anticipated due to increased building costs and other changes resulting in an overall project budget in excess of the grant funding amount. In order to complete the overall project within the grant funding amount Winzler & Kelly is willing to partner with the City to simplify the project and reduce construction costs, and reduce the overall fee for engineering services and simplifying the construction related services.

Task 7, in the original City of Rio Dell for the Fireman's Park Improvement Project contract is revised as follows:

Task 7: ***Construction Management and Observation***

Winzler & Kelly will assist the City during the construction phase of the project by providing periodic construction management assistance supporting the City's building inspector and City staff. Regular construction inspection will be completed by the building official and City staff as necessary. Winzler & Kelly will review contractor submittals, provide written responses to formal Requests for Information, review progress pay requests prepared by the contractor, maintain construction management records (excluding labor compliance), and provide periodic project status updates.

The services as described above will be provided on a Lump Sum basis of $1,700.

COMPENSATION

The proposed revisions to the scope will result in the contract fee being reduced in the amount of $10,800 for a revised total authorized fee of $45,000.

AGREED:

For City of Rio Dell		For Winzler & Kelly,	
			12/3/10
Mr. Ron Henrickson City Manager	Date	Steve McHaney, P.E. Managing Principal	Date

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

To: Honorable Rio Dell City Council

Through: Ron Henrickson, City Manager

From: Carla Ralston, Public Works Admin.

Date: January 4, 2011

Subject: **Rio Dell Fireman's Park Improvement Project Progress Payment Request No.1 from Wendt Construction Co., Inc.**

Recommendation

It is recommended that Council Authorize Payment of Progress Pay request No.1 to Wendt Construction Co., Inc. in the amount of $73,305.00 for work performed on the Rio Dell Fireman's Park Improvement Project as recommended by the City Engineer.

Budgetary Impact

Progress Payment Request No.1 in the amount of $73,305.00 is fully funded by the City's Per Capita Grant Program Bond Act of 2002 and takes into account 10% for retention.

Discussion

The construction on this project began October 13th, 2010 and is moving ahead as expected with completion expected in mid-February. The contractor has completed the masonry work and the roof trusses and sheeting are in place. The plumbing and electrical will begin next week followed by the installation of the fixtures and interior. The pay request is based on the bid schedule lump sum breakdown provided by the Contractor and the actual quantity of 46.8% work completed.

Attachments:

(1) Memorandum from Winzler & Kelley Consulting Engineers

(2) Progress Pay Request No.1 from Wendt Construction Co., Inc. and supporting documents

WINZLER & KELLY

MEMORANDUM

TO: Ron Henrickson, City Manager

FROM: Merritt Perry MP

DATE: December 29, 2010

RE: **Rio Dell Fireman's Park Improvement Project Status Update and Progress Payment Request No. 1 for Wendt Construction Co., Inc.**

JOB #: 0106110005

Construction of the Rio Dell Fireman's Park Improvement Project began on October 13th in accordance with the Notice to Proceed issued to Wendt Construction. The construction of the project is moving ahead as expected and the contractor anticipates the completion of the project on schedule. Currently the masonry work to complete the walls is complete, the roof trusses and sheeting are in place and the gable ends have been placed. The plumbing and electrical will begin next week followed by the installation of the fixtures and the interior.

We have reviewed the attached Progress Payment Request No. 1 for Wendt Construction Co., Inc. It is based on the bid schedule unit cost dollar figures in the Contractor's bid and the deductions incorporated into the contract by Contract Change Order 1, and the actual quantities of work completed. A copy of Change Order 1 is attached for reference as well as contractors as well as the contractor's original invoice and lump sum item breakdown.

We recommend payment to Wendt Construction Co., Inc. for Progress Pay Request No. 1 in the amount of $73,305.00 at this time. This amount takes into account 10% retention to be withheld until the project is complete. Payment to the contractors is typically due within 30 days of the completed progress pay request. This progress pay request was submitted on December 14th.

Please don't hesitate to contact me if you have any questions regarding the project progress or this pay request.

633 Third Street, Eureka California 95501-0417
tel 707.443.8326 fax 707.444.8330
eka@w-and-k.com
www.w-and-k.com

WENDT CONSTRUCTION CO., INC.

1660 NEWBURG ROAD
FORTUNA, CA 95540
(707) 725-5641 LIC. #622738

Invoice

DATE	INVOICE #
12/13/2010	13960

BILL TO
City of Rio Dell 675 Wildwood Ave Rio Dell CA 95562

P.O. NO.	TERMS	DUE DATE	PROJECT
	Net, 10 days	12/23/2010	

DATE	ITEM	HRS/UNIT	EMPLOYEE	DESCRIPTION	RATE	AMOUNT
				FIREMAN'S PARK IMPROVEMENTS		
				PROGRESS BILLING #1:		
	DEMO			DEMOLITION & ABATEMENT (8.13%)	14,250.00	14,250.00
	PLUMB			ROUGH PLUMBING (4.56%)	8,000.00	8,000.00
	FOOT...			CONCRETE FOOTINGS & 5" SLAB (10%)	17,523.00	17,523.00
	BLOCK			BLOCK (16.55%)	29,000.00	29,000.00
	M			WOOD (1.14%)	2,000.00	2,000.00
	ROOF			ROOF (1%)	1,752.00	1,752.00
	L			LABOR (5.09%)	8,925.00	8,925.00
				46.47% OF TOTAL BID		

Total	$81,450.00

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City of Rio Dell
Fireman's Park Improvement Project
Wendt Construction
Progress Estimate #1

BASE BID BID ITEMS						PROGRESS ESTIMATE #1	
Item No.	**Description**	**Quantity**	**Units**	**Unit Cost**	**Total**	**Complete**	**Total**
1	RESTROOM BUILDING, SITE AND UTILITY IMPROVEMENTS	1	LS	$190,980.00	$190,980.00	46%	$88,770.88
				BASE BID TOTAL	**$190,980.00**	***Subtotal***	**$88,770.88**

CONTRACT CHANGE ORDER #1						PROGRESS ESTIMATE #1	
Item No.	**Description**	**Quantity**	**Units**	**Unit Cost**	**Total**	**Complete**	**Total**
	ELIMINATE HIP ROOF, MODIFY SKYLIGHTS, FIXTURES AND GRADING	1	LS	-$15,750.00	-$15,750.00	46%	-$7,320.88
				WORK DIRECTIVE #1 TOTAL	**-$15,750.00**	***Subtotal***	**-$7,320.88**
				TOTAL BASE BID+ CHANGE ORDER #1	**$175,230.00**		$81,450.00

Less Retention (10%) $8,145.00

TOTAL DUE PROGRESS ESTIMATE #1 **$73,305**

Recommended by:

_____ 12/29/2010
Merritt Perry, Project Manager Date

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RIO DELL FIREMAN'S PARK IMPROVEMENTS
Progress Pay Request No. 1

Item	Total	%	Progress Pay Request No. 1	% of Item Complete	Amount Remaining
DEMO & ABATEMENT	$ 14,250.00	8.13%	$ 14,250.00	100.00%	$ -
CONCRETE	$ 19,980.00	11.40%	$ 17,523.00	87.70%	$ 2,457.00
PAVING	$ 9,500.00	5.42%	$ -	0.00%	$ 9,500.00
MASONRY	$ 29,000.00	16.55%	$ 29,000.00	100.00%	$ -
STALL PARTITIONS	$ 6,500.00	3.71%	$ -	0.00%	$ 6,500.00
DISPENSERY SIGN BARS	$ 2,850.00	1.63%	$ -	0.00%	$ 2,850.00
DOORS	$ 6,000.00	3.42%	$ -	0.00%	$ 6,000.00
SKYLIGHTS	$ 4,000.00	2.28%	$ -	0.00%	$ 4,000.00
PLUMBING	$ 24,500.00	13.98%	$ 8,000.00	32.65%	$ 16,500.00
ELECTRICAL	$ 8,000.00	4.57%	$ -	0.00%	$ 8,000.00
HOSE REEL	$ 250.00	0.14%	$ -	0.00%	$ 250.00
ROOF	$ 6,200.00	3.54%	$ 1,752.00	28.26%	$ 4,448.00
PAINTING	$ 4,500.00	2.57%	$ -	0.00%	$ 4,500.00
WOOD	$ 4,000.00	2.28%	$ 2,000.00	50.00%	$ 2,000.00
LABOR	$ 35,700.00	20.37%	$ 8,925.00	25.00%	$ 26,775.00
TOTAL	**$ 175,230.00**	**100.00%**	**$ 81,450.00**	**------**	**$ 93,780.00**

WINZLER & KELLY

CHANGE ORDER

PROJECT:
CITY OF RIO DELL
FIREMAN'S PARK IMPROVEMENT PROJECT

CHANGE ORDER No.: 1

DATE: OCTOBER 14, 2010

PAGE: 1 OF 1

CONTRACTOR: **Wendt Construction Company, Inc.**

DESCRIPTION of CHANGE: Make the following changes listed below and as shown on the revised plan sheet A-1

No.	DESCRIPTION	AMOUNT
1	Eliminate hip roof an provide truss roof with scissor type trusses with vaulted ceiling and associated changes	$-5,000.00
2	Eliminate CMU wing walls and steel columns at front of building	$-3,000.00
3	Eliminate 24"x 24" skylights in entry way and one 24" x 48" skylight from women's restroom and provide only four 24" x 48" skylights, two in each restroom centered over restroom on each side of roof peak.	$-2,000.00
4	Change fixture quality to type submitted by electrical subcontractor	$-2,000.00
5	Modify the grading plan as shown on the attached figure including: leaving the existing concrete slab in place, reduce the asphalt paving to the area shown, eliminate the chain link fence and gate, add large boulders, provide aggregate base to grade smooth transition existing slab to grass surface.	$-4,000.00
	Add hose real and hose in utility closet and necessary plumbing connection	$250.00
	TOTAL	**$-15,750.00**

ADJUSTMENT OF CONTRACT SUM			ADJUSTMENT OF CONTRACT TIME	
Original Contract Sum	$190,980.00		Original Contract Time	70 Days
Prior Adjustments	$0		Prior Adjustments	55 Days
Contract Sum Prior to this Change	$190,980.00		Contract Time Prior to this Change	70 Days
Adjustment for this Change	**$15,750.00**		Adjustment for this Change	55 Days
Revised Contract Sum	**$175,230.00**		Revised Contract Time	125 Days

CONTRACTOR WAIVERS ANY CLAIM FOR FURTHER ADJUSTMENTS FOR THE CONTRACT SUM AND THE CONTRACT TIME RELATED TO THE ABOVE –DESCRIBED CHANGE IN THE WORK.

ENGINEER
RECOMMENDED BY: DATE:

OWNER
APPROVED BY: DATE:

CONTRACTOR
ACCEPTED BY: DATE:

Wendt Construction Co Inc 10/14/10 Dennis Wendt

675 Wildwood Avenue
Rio Dell, CA 95562

STAFF REPORT

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director

DATE: January 4, 2011

SUBJECT: EECBG Grant

COUNCIL ACTION
By motion authorize the City Manager to execute a grant agreement with the County of Humboldt for a $25k EECBG and adopt a special project budget in the amount of $25,000.

BUDGETARY IMPACT
Establish a special project Budget including Grant Revenues of $25,000, and Contract Professional Services Expenditures totaling $25,000.

BACKGROUND AND DISCUSSION
The City has applied for and been awarded a $25,000 Energy Efficiency Community Block Grant (EECBG) to replace the City Hall Heating and Cooling System. The grant totals $25,000.00 and requires no matching funds.

STAFF RECOMMENDATION
Direct the City Manager to execute the grant contract and authorize the establishment of a special project budget totaling $25,000.

Attachments: Draft EECBG Grant Agreement

California Energy Commission North Coast EECBG
Sub-Grantee Agreement
Between
The County of Humboldt (referred to herein as "Grantee")
And City of Rio Dell
(referred to herein as "Sub-Grantee")
For the Project Entitled: City Hall Furnace Replacement
Effective Date: [INSERT EFFFECTIVE DATE]

Recitals

A. Grantee has entered in to an agreement to receive grant funding with the California Energy Commission (referred to herein as "CEC") pursuant to that certain North Coast Energy Efficiency Block Grant Agreement effective INSERT DATE (referred to herein as "North Coast EECBG agreement"). The North Coast EECBG Agreement is incorporated herein by reference and is attached hereto is as Attachment A to this Agreement.

B. Sub-Grantee is one of several parties intended to receive grant funding from Grantee pursuant to said North Coast EECBG Agreement for work to be completed by Sub-Grantee as set forth in said North Coast EECBG Agreement. Such work to be completed by Sub-Grantee is referred to in both the North Coast EECBG Agreement and in this Agreement as Sub-Grantee Specific Project information – Scope of Work, Schedule and Budget – are included as Attachment B of this Agreement.

C. The parties acknowledge Grantee intends to merely administer the distribution of grant funds pursuant to the North Coast EECBG Agreement and Sub-Grantee intends to be responsible for all other aspects of its Component in a manner to insure Grantee's compliance with the North Coast EECBG Agreement.

D. The parties desire to set forth the terms and conditions under which Sub-Grantee is to receive grant funds from Grantee.

Agreement

1. The above recitals are incorporated herein by reference.

2. Sub-Grantee shall perform the work and provide the documentation required of Grantee or Sub-Grantees pertinent to Sub-Grantee's Component in a timely manner as set forth in the following portions of the North Coast EECBG Agreement: Exhibit A, B and C.

3. Subject to receipt of grant funds from CEC as a result of a particular request for disbursement of grant funds by Sub-Grantee and subject to the other terms and conditions set forth herein, Grantee shall remit to Sub-Grantee such disbursement it receives from CEC as a result of such request.

DRAFT

4. In order to receive disbursement of grant funds, Sub-Grantee shall submit to Grantee monthly invoices for eligible expenses in a form required by Grantee. The documentation required by this paragraph shall be sent to:

Jennifer Jenkins
County of Humboldt
Natural Resources Division
3015 H Street
Eureka, CA 95501

or such other address Grantee may provide Sub-Grantee notice of.

5. The Sub-Grantee shall not request disbursement for any cost until such cost has been incurred and has been paid by or is due and payable by the Sub-Grantee.

6. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any Federal statute or regulation.

7. Sub-Grantee acknowledges the provisions of the North Coast EECBG Agreement and that disbursement of grant funds may be withheld to satisfy the retention requirements set forth therein.

8. Sub-Grantee shall not be entitled disbursement of grant funds as set forth herein if Grantee does not receive grant funds from the CEC in connection with Sub-Grantee's request for disbursement. Further, if Grantee is required to refund any disbursement made to Sub-Grantee to the DWR due to a violation of the North Coast EECBG Agreement by Sub-Grantee, Sub-Grantee shall refund to Grantee such disbursement amount plus any interest or penalties required to be paid by Grantee to the CEC in connection with such refund.

9. Sub-Grantee acknowledges it is required to obtain $0 in matching funds for its project consistent with the appropriate provisions of Exhibit B of the North Coast EECBG Agreement.

10. Sub-Grantee acknowledges Eligible Project Costs related to its project are limited to those set forth in the North Coast EECBG Agreement.

11. Sub-Grantee makes all of the warranties, representations, covenants, and certifications with respect to its project that are otherwise made by Grantee and with respect to the Project set forth in North Coast EECBG Agreement.

13. Sub-Grantee acknowledges Grantee is relying on Sub-Grantee's performance hereunder in order for Grantee to comply with its obligations set forth in the North Coast EECBG Agreement. In the event Sub-Grantee fails to perform its obligations hereunder, Sub-Grantee agrees to indemnify, defend, and hold Grantee harmless for any liability of Grantee under the North Coast EECBG Agreement related to or arising out of any such failure by Sub-Grantee.

DRAFT

14. In the event Sub-Grantee violates any provision of this Agreement that could potentially result in a violation of the North Coast EECBG Agreement, Grantee may take any and all appropriate measures to prevent any such violation or to mitigate any damages Grantee could incur as a result thereof, including but not limited to performing any work required of Sub-Grantee hereunder, and in such case, Sub-Grantee shall be liable for any costs of Grantee incurred in connection with such.

15. To enable Grantee to confirm Sub-Grantee's compliance with this Agreement, upon request by Grantee, Sub-Grantee shall provide Grantee with: (i) any requested documentation; and (ii) access to any work sites or other areas associated with Sub-Grantee's Component for the purpose of making observations or conducting any necessary tests or studies.

16. The parties may, pursuant to mutual agreement, expand the scope of work to be performed by Grantee hereunder, but in any event modifications to the terms of this Agreement shall be made in writing and executed by the parties.

17. Sub-Grantee shall not assign or otherwise transfer his duties, obligations, or interest under this agreement without prior written consent of the Grantee. Any attempted assignment or transfer without such consent shall be void.

18. Subject to any provisions concerning assignment, all terms and conditions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties thereto and their respective legal representatives, successors and assigns.

19. A waiver of any provision of this Agreement in any given instance shall not constitute a waiver of such provision in future instances.

20. This Agreement constitutes entire understanding of the parties regarding the transaction contemplated herein.

21. In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

22. This Agreement may be executed in counterparts, each of which when taken together shall constitute the entire Agreement.

23. Any action to enforce this agreement shall be governed by the laws of the State of California, and shall be tried in a Court of competent jurisdiction in the County of Humboldt, State of California; and the parties hereby waive all provisions of law providing for a change of venue to any other county. Prior to Court action, both parties agree to pursue mediation as a means to settle any dispute.

24. Sub-Grantee certifies by its signature below that Sub-Grantee or Sub-Grantee's agents, representatives, employees, contractors and subcontractors are not a Nuclear Weapons contractor, in that Sub-Grantee is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Sub-

Grantee agrees to notify Grantee immediately if it or Sub-Grantee's agents, representatives, employees, contractors and subcontractors become a nuclear weapons contractor, as defined above. Grantee may immediately terminate this agreement if it determines that the foregoing certification is false or if Sub-Grantee or Sub-Grantee's agents, representatives, employees, contractors and subcontractors become a nuclear weapons contractor.

25. Whenever it is provided in this agreement that Grantee or Sub-Grantee shall give written notice to the other, said notice may be given by delivering a copy of said notice to the other party personally, or by mailing first class mail through the U.S. Postal Service, a copy of said notice at the following addresses:

A. Address for Sub-Grantee:

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

B. Address for Grantee:

County of Humboldt
3015 H Street
Eureka, CA 95501

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first written below by their duly authorized representatives, having full authority to so act for and on behalf of the parties hereto.

County of Humboldt (Grantee)

By: _____ **Date:** _____

Kirk Girard
Director, Community Development Services

City of Rio Dell (Sub-Grantee)

By: _____ **Date:** _____

_____
Typed or Printed Name

_____
Title

DRAFT

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

To: Honorable Rio Dell City Council

Through: Ron Henrickson, City Manager

From: Karen Dunham, City Clerk

Date: January 4, 2011

Subject: Ordinance 268-2010
State Video Service Franchises Ordinance Implementing "DIVCA"
The Digital and Video Competition Act of 2006

RECOMMENDATION

Receive Staff Report; open Public Hearing; make motion to close Public Hearing; make motion to conduct second reading (by title only) of Ordinance No. 268-2010 adopting the State Video Service Franchises Ordinance Implementing "DIVCA" The Digital and Video Competition Act of 2006

BACKGROUND AND DISCUSSION

On September 29, 2006, the State Legislature passed, and Governor Schwarzenegger signed into law, the Digital Infrastructure and Video Competition Act of 2006 (DIVCA). DIVCA largely replaces the local issuance of cable television franchises with a system in which video franchises are issued by the California Public Utilities Commission.

DIVCA did not abolish existing cable television franchises entered into prior to its adoption, and certain public protections and benefits are "grandfathered" under the new law. Current County franchises are in effect to 2014 for Suddenlink, and [Wave contract expiration date] Notably, DIVCA does provide circumstances under which a cable television provider may withdraw from a local franchise and enter into a State franchise.

In order to protect the interests of the County and local cities when local cable franchises are eventually superseded by State Video Service Franchises, Buske Group has prepared language for a new, DIVCA-compliant ordinance. This ordinance will supplement, not replace, the existing County ordinance adopted in 2004, with provisions that address: franchise fees; customer service; permits and construction; emergency alert system; and public, educational and government access channel capacity, support, interconnection, and signal carriage.

ORDINANCE 268-2010
STATE VIDEO SERVICE FRANCHISES ORDINANCE IMPLEMENTING "DIVCA", THE DIGITAL AND VIDEO COMPETITION ACT OF 2006

WHEREAS, an ordinance adding Sections 114.57-114.64 (State Video Service Franchises ["DIVCA"]) to Chapter 5.30 of the Rio Dell Municipal Code, which implements the provisions of the Digital Infrastructure and Video Competition Act of 2006, codified in California Public Utilities Code Section 5800 *et seq.*, which the city is required to administer and enforce throughout the city.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell does hereby approve Ordinance 268-2010

Section 1. The City Council of the City of Rio Dell does hereby add the following Sections to Chapter 5.30 of the Rio Dell Municipal Code.

STATE VIDEO SERVICE FRANCHISES

SECTIONS:

114.57 **GENERAL PROVISIONS**

114.58 **DEFINITIONS**

114.59 **FRANCHISE FEES**

114.60 **CUSTOMER SERVICE**

114.61 **PERMITS AND CONSTRUCTION**

114.62 **EMERGENCY ALERT SYSTEM**

114.63 **PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS CHANNEL CAPACITY, SUPPORT, INTERCONNECTION, AND SIGNAL CARRIAGE**

114.64 **NOTICES**

114.57 GENERAL PROVISIONS

(A). Purpose. This Section is applicable to video service providers who have been awarded a state video franchise under the California Public Utilities Code section 5800 *et seq.* (the Digital Infrastructure and Video Competition Act of 2006 ["DIVCA"]), to provide cable or video services in any location(s) within the incorporated boundaries of the City. It is the purpose of this Section to implement within the incorporated boundaries of the City the provisions of DIVCA and the rules of the California Public Utilities Commission promulgated there under that are applicable to a "local franchising entity" or a "local entity" as defined in DIVCA.

(B). Rights Reserved.

(1). The rights reserved to the City under this Section 114.57 are in addition to all other rights of the City, whether reserved by this Chapter 114 or authorized by law, and no action, proceeding or exercise of a right shall affect any other rights which may be held by the City.

(2). Except as otherwise provided by DIVCA, a state franchise shall not include, or be a substitute for:

(a). compliance with applicable requirements for the privilege of transacting and carrying on a business within the City, including, but not limited to, compliance with the conditions that the City may establish before facilities may be constructed for, or providing, non-video services;

(b). any permit or authorization required in connection with operations on or in public rights-of-way or public property, including, but not limited to, encroachment permits, street work permits, pole attachment permits and street cut permits; and

(c). any permit, agreement or authorization for occupying any other property of the City or any private person to which access is not specifically granted by the state franchise.

(3). No permit issued by the City to a state franchise holder is itself a franchise, nor shall any permit create a vested right that would prohibit the City from revoking or amending the permit.

(C). Compliance with City Ordinances. Nothing contained in Sections 114.57-114.64 shall be construed so as to exempt a state franchise holder from compliance with all ordinances, rules or regulations of the City now in effect or which may be hereafter adopted which are consistent with these Sections 114.57-114.64 or California Public Utilities Code section 5800 *et seq.*, or any obligations under any franchise issued by the City insofar as those obligations may be enforced under California Public Utilities Code section 5800 *et seq.*

(D). Compliance with DIVCA. When a video service provider holding a state franchise provides notice to the City pursuant to 5840(m) of DIVCA that it is commencing to provide video service to the City, a holder of a local franchise is entitled to seek a state franchise pursuant to 5930 (c) and upon issuance of a state franchise by the California Public Utilities Commission for the franchise area the local franchise shall terminate.

114.58 DEFINITIONS

(A). Definitions Generally -- Interpretation of Language. For purposes of Sections 114.57-114.64 the following terms, phrases, words, and their derivations shall have the meaning given in this Section. Words not defined in this Section shall have the same meaning as established in: (1) DIVCA, and if not defined therein, (2) California Public Utilities Commission rules implementing DIVCA, and if not defined therein, (3) Title VI of Title 47 of the Communications Act of 1934, as amended, 47USC § 521 et. seq., and if not defined therein (4) their common and ordinary meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and "including" and "include" are not limiting. The words "shall" and "will" are always mandatory, but the use of those terms grants no private rights to any person with respect to the City. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

(1.) "Gross revenues" means all revenues actually received by the holder of a state franchise or its affiliates that are derived from the operation of the holder's network to provide cable service or video service within the incorporated areas of the City.

(2.) "PEG access," or "PEG" means the availability of a cable or state franchise holder's system for public, educational, or governmental use by various agencies, institutions, organizations, groups, and individuals, including organizations, groups, or individual members of the general public, educational institutions, and the City and its designated access providers, to acquire, create, and distribute programming not under a state franchise holder's editorial control.

(3.). "State franchise holder" means a cable operator or video service provider that has been issued a franchise by the California Public Utilities Commission to provide cable service or video service, as those terms are defined in California Public Utilities Code section 5830, within any portion of the incorporated limits of the City.

114.59 FRANCHISE FEES

(A). State Franchise Fees. Any state franchise holder operating within the incorporated areas of the City shall pay to the City a state franchise fee equal to five percent

(5%) of gross revenues that may be subject to a franchise fee under California Public Utilities Code section 5860.

(B). Payment of Franchise Fees. The state franchise fee required pursuant to this Section114.59 shall be paid quarterly, in a manner consistent with California Public Utilities Code section 5860. The state franchise holder shall deliver to the City, by check or other means, which shall be agreed to by the City, a separate payment for the state franchise fee not later than forty-five (45) days after the end of each calendar quarter. Each payment made shall be accompanied by a report, detailing how the payment was calculated, and shall include such additional information on the appropriate form as designated by the City.

(C). Examination of Business Records. The City may examine the business records of the holder of a state franchise in a manner consistent with California Public Utilities Code section 5860(i).

(D). Late Payments. In the event a state franchise holder fails to make payments required by this Section 114.59 on or before the due dates specified herein, the City shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%).

114.60 CUSTOMER SERVICE

(A). Customer Service Standards. A state franchise holder shall comply with Sections 53055, 53055.1, 53055.2 and 53088.2 of the California Government Code; the FCC customer service and notice standards set forth in Sections 76.309, 76.1602, 76.1603, and 76.1619 of Title 47 of the Code of Federal Regulations; Section 637.5 of the California Penal Code; the privacy standards of Section 551 of Title 47 of the United States Code; and, to the extent consistent with DIVCA, all other applicable state and federal customer service and consumer protection standards pertaining to the provision of video service, include any such standards hereafter adopted. In case of a conflict, the stricter standard shall apply. All customer service and consumer protection standards under this paragraph shall be interpreted and applied to accommodate newer or different technologies while meeting or exceeding the goals of the standards.

(B). Penalties for Violations of Standards. The City shall enforce the compliance of state franchise holders with respect to the state and federal customer service and consumer protection standards set forth in this Section 114.60. The City will provide a state franchise holder with a written notice of any alleged material breaches, as defined in California Public Utilities Code section 5900, of applicable customer service or consumer protection standards, and will allow the state franchise holder 30 days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied by a state franchise holder within the 30-day time period, irrespective of the number of customers affected, will be subject to the following penalties to be imposed by the City:

(1.). For the first occurrence of a material breach, a fine of $500 may be

imposed for each day the violation remains in effect, not to exceed $1,500 for each violation.

(2.). For a second material breach of the same nature within 12 months, a fine of $1,000 may be imposed for each day the violation remains in effect, not to exceed $3,000 for each violation.

(3). For a third material breach of the same nature within 12 months, a fine of $2,500 may be imposed for each day the violation remains in effect, not to exceed $7,500 for each violation.

(C). Any penalties imposed by the City shall be imposed in a manner consistent with California Public Utilities Code section 5900.

114.61 PERMITS AND CONSTRUCTION

(A). Except as expressly provided in this Section 114.61, all provisions of Title XII Chapter 12.05 (Encroachment on City Streets) of the Rio Dell Municipal Code, and all City administrative rules and regulations developed to any of these provisions, as now existing or as hereafter amended, shall apply to all work performed by or on behalf of a state franchise holder on any City public rights-of-way, public property, or City easement.

(B). Permits. Prior to commencing any work for which a permit is required by Title XII Chapter 12.05, a state franchise holder shall apply for and obtain a permit in accordance with the provisions of Chapter 5.30 and shall comply with all other applicable laws and regulations, including but not limited to all applicable requirements of Division 13 of the California Public Resources Code, section 21000, *et seq.* (the California Environmental Quality Act).

(C). The City of Rio Dell shall either approve or deny state franchise holder's application for any permit required under Title IX Chapter 98 within sixty (60) days of receiving a completed permit application from the state franchise holder.

(D). If the City of Rio Dell denies a state franchise holder's application for a permit, the City of Rio Dell shall, at the time of notifying the applicant of denial, furnish to the applicant a detailed explanation of the reason or reasons for the denial.

(E). A state franchise holder that has been denied a permit by final decision of the City of Rio Dell may appeal the denial to the City Council. Upon receiving a notice of appeal, the City Council shall take one of the following actions:

(1.) Affirm the action of the City of Rio Dell without any further hearing; or

(2.) Refer the matter back to the City of Rio Dell for further review with or without instructions; or

(D). In rendering its decision on the appeal, the City Council shall not hear or consider

any argument or evidence of any kind other than the record of the matter received from the City of Rio Dell unless the City Council is itself conducting a public hearing on the matter.

(F). The issuance of a permit is not a franchise, and does not grant any vested rights in any location in the public rights-of-way, or in any particular manner of placement within the rights-of-way. Without limitation, a permit to place cabinets and similar appurtenances aboveground may be revoked and the permittee required to place facilities underground, in accordance with applicable law.

114.62 EMERGENCY ALERT SYSTEM

Each state franchise holder shall comply with the emergency alert system requirements of the Federal Communications Commission in order that emergency messages may be distributed over the state franchise holder's network. As such capability was required under local franchises in effect in the City on January 1 to December 30, 2006 and as consistent with Public Utilities Code Section 5880, each state franchise holder shall install and maintain equipment to allow the Humboldt County Emergency Management Office to air audio and video messages on the video system to alert Subscribers to emergency situations. This capability shall be remotely activated without the assistance of the state franchise holder and shall allow a representative of the City to override the audio and video on all channels, except those where Grantee has, consistent with FCC regulations, agreed with the broadcaster, not to override the channel for EAS messages.

114.63 PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS CHANNEL CAPACITY, SUPPORT, INTERCONNECTION, AND SIGNAL CARRIAGE

(A). PEG Channel Capacity.

(1.). A state franchise holder shall designate a sufficient amount of capacity on its network to allow the provision of four (4) PEG channels to satisfy the requirement of Section 5870 of the California Public Utilities Code, within the time limits specified therein.

(2.). A state franchise holder shall provide an additional PEG channel when the City satisfies the standards set forth in Section 5870(d) of the California Public Utilities Code or any entity designated by the City to manage one or more of the PEG channels.

(B.) PEG Support.

(1). Amount of PEG Support Fee. Any state franchise holder shall pay to the City -- or if directed by the City, to the City's designated PEG provider -- a PEG fee equal to three (3%) percent of gross revenues, an amount equivalent to the level of PEG funding remitted by the incumbent cable operator to the City's designated PEG provider during the period of January 1, 2006 to December 30, 2006.

(2). The PEG support fee shall be used for PEG activities, in a manner that is consistent with the terms of the incumbent cable operator's franchise during the period of January 1, 2006 to December 30, 2006 and settlements.

(3). A state franchise holder shall remit the PEG support fee quarterly, within forty-five days after the end of each calendar quarter. Each payment made shall be accompanied by a summary, detailing how the PEG support fee was calculated.

(4). In the event that a state franchise holder fails to pay the PEG support fee when due, or underpays the proper amount due, the state franchise holder shall pay interest at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%), or the maximum rate specified by state law.

(C). PEG Carriage and Interconnection.

(1). As set forth in Sections 5870(b) and 5870(g)(3) of the California Public Utilities Code, state franchise holders shall ensure that all PEG channels are receivable by all subscribers, whether they receive digital or analog service, or a combination thereof, without the need for any equipment other than that needed to receive the lowest cost tier of service. PEG access capacity provided by a state franchise holder shall be of similar quality and functionality to that offered by commercial channels (unless the PEG signal is provided to the state franchise holder at a lower quality or with less functionality), shall be capable of carrying a National Television System Committee (NTSC) television signal, and shall be carried on the state franchise holder's lowest cost tier of service. To the extent feasible, the PEG channels shall not be separated numerically from other channels carried on the lowest cost tier of service and the channel numbers for the PEG channels shall be the same channel numbers used by any incumbent cable operator, unless prohibited by federal law. After the initial designation of the PEG channel numbers, the channel numbers shall not be changed without the agreement of the City unless federal law requires the change.

(2). Where technically feasible, each state franchise holder and each incumbent cable operator shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. Interconnection may be accomplished by any means authorized under Public Utilities Code section 5870(h). Each state franchise holder and incumbent cable operator shall provide interconnection of PEG channels on reasonable terms and conditions and may not withhold the interconnection. If a state franchise holder and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement for PEG carriage, the City may require the incumbent cable operator to allow each state franchise holder to interconnect its network with the incumbent cable operator's network at a technically feasible point on the state franchise holder's network as identified by the state franchise holder. If no technically feasible point of interconnection is available, each state franchise holder shall make interconnection available to each PEG channel originator programming a channel in the City and shall provide the facilities necessary for the interconnection. The cost of any interconnection shall be borne by each state franchise holder requesting the interconnection unless otherwise agreed to by the parties.

114.64 NOTICES

(A). Each state franchise holder or applicant for a state franchise shall file with the City a copy of all applications or notices that the state franchise holder or applicant are required to file with the California Public Utilities Commission.

(B). Unless otherwise specified in this Section, all notices or other documentation that a state franchise holder is required to provide to the City under this Section or the California Public Utilities Code shall be provided to both the City Manager and the City staff person in charge of cable and telecommunications, or their successors or designees.

(C). To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior city ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

(D). If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

(F). This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

I HEREBY CERTIFY that the foregoing Ordinance was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the 7th day of December, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Julie Woodall, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

SECOND READING (by title only) PERFORMED on 4th day of January, 2011 by the following vote:

AYES: Mayor Woodall, Councilmembers Barsanti, Dunker, Marks and Thompson
NOES: None
ABSENT: None
ABSTAIN: None

_____
Julie Woodall, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562

TO: Rio Dell City Council

THROUGH: Ron Henrickson, City Manager

FROM: Karen Dunham, City Clerk

DATE: January 4, 2011

SUBJECT: Adoption of California Building Codes and Appendices and Update of the Rio Dell Municipal Code

RECOMMENDATION

Receive Staff Report; open Public Hearing; make motion to close Public Hearing; make a motion to conduct second reading (by title only) of Ordinance No. 269-2010 to adopt the California Building Codes and appendices.

BACKGROUND AND DISCUSSION

In January, 2010, the State of California Building Standards Commission adopted codes with amendments based on the model uniform codes published by the International Code Council and published them as California codes. The new California of regulations, title 24, was published in July, 2010. The 2010 California Building Standards Codes (Codes) adopted by the Building Standards Commission went into effect 180 days after the July publication by the State. The Codes must be enforced by each City and County as of January 1, 2011.

The purpose of the codes is to establish the minimum requirements to safeguard the public health and general welfare through structural strength, means of egress facilities, stability, access to personas with disabilities, sanitation, adequate lighting and ventilation and energy conservation; safety to life and property from fire and other hazards attributed to the built environment; and to provide safety to fire fighters and emergency responders during emergency operations.

Each jurisdiction in California may either adopt these codes as written or may establish more restrictive building standards deemed necessary to address local climatic, geological, or topographical conditions. Staff is proposing a limited number of

administrative amendments to facilitate implementation of the codes by staff. Specific amendments are proposed to allow terms of clarification of permit expiration, engineering of commercial buildings to allow waiver by the Building Official, property survey waiver by the Building Official, and terms and clarification of violation of penalties.

All of the California Building Codes required to be adopted by the City of Rio Dell are listed in Exhibit B.

The introduction and first reading (by title only) was done on December 7, 2010. The effective date of this ordinance is 30 days after the second reading and adoption which will be February 4, 2011.

ORDINANCE NO. 269-2010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL ADOPTING CALIFORNIA BUILDING CODES AND APPENDICES AND REPEALING TITLE 15, CHAPTER 15.05.020 – BUILDING CODES OF THE RIO DELL MUNICIPAL CODE

WHEREAS, the California Building Standards Commission is responsible for administering California's building codes, including adopting, approving, publishing, and implementing codes and standards; and

WHEREAS, the California Building Standards Code is published every three years and amends the California Code of Regulations, Title 24; and

WHEREAS, these codes, based substantially on the model codes published by the International Code Council, are commonly referred to as the California Building Code ("Code"), and include, but are not limited to, building, plumbing, mechanical, electrical, fire and energy codes; and

WHEREAS, in January 2010, the State of California Building Standards Commission adopted many of these codes with amendments and published them as California codes; and

WHEREAS, the new California Code of regulations, Title 24, was published in July 2010. The State also adopted in January 2010 the following California codes specific to California: California Energy Code, California Administrative Code, California Existing Building Code, California Historical Code, and the California Green Building Standards Code; and

WHEREAS, the codes adopted by the Building Standards Commission go into effect 180 days after publication by the State and must be enforced by each City and County as of January 1, 1011.

NOW, THEREFORE, the City Council of the City of Rio Dell does hereby ordain as follows:

SECTION 1. DECLARATION OF INTENT

The purpose of this ordinance is to repeal, in its entirety, Chapter 15.05.020 Building Codes of Title 15 – Construction Codes of the Rio Dell Municipal Code and replace in its entirety with Ordinance No. 269-2010 including Exhibit B attached hereto and codified in this title, division and chapter and on file in the City Clerk's office.

SECTION 2. CONFLICTS

All ordinances and parts of ordinances or resolutions, in conflict herewith, are hereby repealed to the extent of such conflicts and no further.

SECTION 3. EFFECTIVE DATE

The effective date of this ordinance is thirty (30) days after its adoption by the City Council.

INTRODUCED AND FIRST READING (by title only) PERFORMED on the 7th day of December, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Julie Woodall, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

SECOND READING (by title only) PERFORMED on the 4th day of January, 2011 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Julie Woodall, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

Ordinance No. 269-2010
Title: Adoption of California Building Codes

Preparer: Karen Dunham, City Clerk

EXHIBIT B

The following California Building Codes are required to be adopted by the City of Rio Dell:

CALIFORNIA ADMINISTRATIVE CODE

2010 California Administrative Code (Part 1of Title 24)

Based on the 2009 International Building Code (IBC).

CALIFORNIA BUILDING CODE

2010 California Building Code (Part 2 of Title 24), including Chapter 1 Division II (administration), and Appendices A (qualifications), C (agriculture), F. (rodent proofing), G (flood resistant), H (signs), I (patio covers), and J (grading)

Based on the 2009 International Building Code (IBC).

CALIFORNIA RESIDENTIAL CODE

2010 California Residential Code (Part 2.5 of Title 24) including Chapter 1 Division II (administration), and Appendices E (Manufactured Housing used as dwellings), G (swimming pools, spas, and hot tubs), J (existing building and structures), K, (sound transmission), N (venting methods), O (gray water recycling systems), P (sizing of water piping systems).

Based on the 2009 International Residential Code (IRC).

CALIFORNIA ELECTRICAL CODE

2010 California Electrical Code (Part 3 of Title 24)

Based on the 2008 National Electrical Code (NEC)

CALIFORNIA MECHANICAL CODE

2010 California Mechanical Code (Part 4 of Title 24), including Chapter 1 Division II (administration)

Based on the 2009 Uniform Mechanical Code ((UMC)

CALIFORNIA PLUMBING CODE

2010 California Plumbing Code (Part 5 of title 24), including chapter 1 Division II (administration)

Based on the 2009 Uniform Plumbing Code (UPC)

CALIFORNIA ENERGY CODE

2010 California Energy Code (Part 6 of Title 24), including Chapter I Division II (administration)

CALIFORNIA HISTORICAL BUILDING CODE

2010 California Historical Building Code (Part 8 of Title 24) including Chapter I Division II (administration)

CALIFORNIA FIRE CODE

2010 California Fire Code (Part 9 of Title 24), including Chapter I Division II (administration)

Based on the 2009 International Fire Code (IFC)

CALIFORNIA EXISTING BUILDING CODE

2010 California Existing Building code (Part 10 of Title 24)

Based on the 2009 International Existing Building Code (IEBC)

CALIFORNIA GREEN BUILDING STANDARDS CODE – "CAL Green"

2010 California Green Building Standards Code (Part I of Title 24) (Tier 1) including Chapter 1 Division II (administration)

CALIFORNIA REFERENCED STANDRDS CODE

2010 California Referenced Standards Code (Part 12 of Title 24)

1997 UNIFORM BUILDING CODE

1997 Uniform Housing Code

Published by the International Conference of Building Officials as referenced by the California Department of Housing and Community Development and pursuant to the provisions of Section 17958, 17958.5, 17958.9, and 17959 of the California Health and Safety Code

675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager

DATE: January 4, 2011

SUBJECT: Temporary Moratorium Regarding Installation of SmartMeters

ATTACHMENT: Ordnance Establishing Temporary Moratorium on Installation of SmartMeters

Council Action:

A. By motion, move to approve the ordinance

B. By motion, move to deny the ordinance

Background:

On December 7, 2010, the City Council discussed the pending installation of SmartMeters by PG&E within the City of Rio Dell. Numerous questions and issues were raised for which the Council did not have adequate information to determine whether SmartMeters were in the general welfare of the citizens, related in part to matters concerning the public health, safety and consumer protection.

Subsequent to discussion the Council directed the City Manger to bring forth an emergency temporary moratorium for Council's consideration. The urgency ordinance was presented to the City Council at a Special Meeting held on December 14, 2010. Passage of an urgency ordinance requires passage by a minimum four-fifths (4/5) vote of the City Council and since there were only three

Council members present at that meeting action to approve the ordinance was deferred to the January 4, 2011 regular meeting.

Representatives from PG&E will be present to provide a presentation and answer questions of the Council and public.

ORDINANCE NO. 270-2011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL ADOPTED AS AN URGENCY MEASURE ESTABLISHING A TEMPORARY MORATORIUM ON THE INSTALLATION OF SMARTMETERS AND RELATED EQUIPMENT WITHIN THE CITY OF RIO DELL OR IN, ALONG, ACROSS, UPON, UNDER AND OVER THE PUBLIC STREETS AND PLACES WITHIN THE CITY OF RIO DELL, AND DECLARING THE URGENCY THEREOF

The City Council of the City of Rio Dell, California does ordain as follows:

Section I. Findings:

A. The City of Rio Dell (the "City"), through its police powers granted by Article XI of the California Constitution, retains broad discretion to legislate for public purposes and for the general welfare, including but not limited to matters of public health, safety and consumer protection.

B. In addition, the City retains authority under Article XII, Section 8 of the Constitution to grant franchises for public utilities, and pursuant to California Public Utilities Code section 6203, "may in such a franchise impose such other and additional terms and conditions…, whether governmental or contractual in character, as in the judgment of the legislative body are to the public interest."

C. Further, Public Utilities Code section 2902 reserves the City's right to supervise and regulate public utilities in matters affecting the health, convenience and safety of the general public, "such as the use and repair of public streets by any public utility, the location of the poles, wires, mains, or conduits of any public utility, on, under, or above any public streets, and the speed of common carriers operating within the limits of the municipal corporation."

D. Pacific Gas & Electric Company ("PG&E") is now installing SmartMeters in Central and Northern California and may be installing these meters in Rio Dell in the very near future. PG&E did not comply with Section XIV of General Order 131-D of the California Public Utilities Commission (the "CPUC"), which requires a utility to consult with the local jurisdiction on land use matters prior to locating its facilities.

E. Concerns about the impact and accuracy of SmartMeters have been raised nationwide, leading the Maryland Public Service Commission to deny permission on June 21, 2010 for the deployment of SmartMeters in that state. The State of Hawaii Public Utility Commission also recently declined to adopt a smart grid system in that state. The CPUC currently has pending before it a petition from the City and County of San Francisco, the Town of Fairfax and other municipalities, seeking to delay the implementation of SmartMeters until the questions about their accuracy can be evaluated.

F. Indeed, major problems and deficiencies with SmartMeters in California have been brought to the attention of the Rio Dell City Council, including PG&E's confirmation that

SmartMeters have provided incorrect readings costing ratepayers untold thousands of dollars in overcharges and PG&E's records outlined "risks" and "issues" including an ongoing inability to recover real-time data because of faulty hardware originating with PG&E vendors.

G. The ebb and flow of gas and electricity into homes discloses detailed information about private details of daily life. Energy usage data, measured moment by moment, allows the reconstruction of a household's activities: when people wake up, when they come home, when they go on vacation, and even when they take a hot bath. SmartMeters represent a new form of technology that relays detailed hitherto confidential information reflecting the times and amounts of the use of electrical power without adequately protecting that data from being accessed by unauthorized persons or entities and as such pose an unreasonable intrusion of utility customers' privacy rights and security interests. Indeed, the fact that the CPUC has not established safeguards for privacy in its regulatory approvals may violate the principles set forth by the U.S. Supreme Court in *Kyllo v. United States* (2001), 533 U.S. 27.

H. Significant health questions have been raised concerning the increased electromagnetic frequency radiation (EMF) emitted by the wireless technology in SmartMeters, which will be in every house, apartment and business, thereby adding additional man-made EMF to our environment around the clock to the already existing EMF from utility poles, individual meters and telephone poles.

I. FCC safety standards do not exist for chronic long-term exposure to EMF or from multiple sources, and reported adverse health effects from electromagnetic pollution include sleep disorders, irritability, short term memory loss, headaches, anxiety, nausea, DNA breaks, abnormal cell growth, cancer, premature aging, etc. Because of untested technology, international scientists, environmental agencies, advocacy groups and doctors are calling for the use of caution in wireless technologies.

J. The primary justification given for the SmartMeters program is the assertion that it will encourage customers to move some of their electricity usage from daytime to evening hours; however, PG&E has conducted no actual pilot projects to determine whether this assumption is in fact correct. Non-transmitting time-of-day meters are already available for customers who desire them, and enhanced customer education is a viable non-technological alternative to encourage electricity use time-shifting. Further, some engineers and energy conservation experts believe that the SmartMeters program--in totality--could well actually increase total electricity consumption and therefore the carbon footprint.

K. Because the potential risks to the health, safety and welfare of Rio Dell residents are so great, the Rio Dell City Council wishes to adopt a twelve month moratorium on the installation of SmartMeters and related equipment within the Rio Dell City Limits. The twelve month period will allow the CPUC petition process referenced in Recital E above to be completed and for additional information to be collected and analyzed regarding potential problems with SmartMeters.

L. There is a current and immediate threat to public health, safety and welfare because, without this urgency ordinance, SmartMeters or supporting equipment will be installed or constructed or modified in the City without PG&E's complying with the CPUC process for consultation with the local jurisdiction, the City's Code requirements, and subjecting residents of Rio Dell to the privacy, security, health, accuracy and consumer fraud risks of the unproven SmartMeter technology.

M. The City Council hereby finds that it can be seen with certainty that there is no possibility that the adoption and implementation of this Ordinance may have a significant effect on the environment. This Ordinance does not authorize construction or installation of any facilities and, in fact, imposes greater restrictions on such construction and installation in order to protect the public health, safety and general welfare. This Ordinance is therefore exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

Section II. Moratorium

1. No SmartMeter may be installed in or on any home, apartment, condominium or business in Rio Dell, and no equipment related to SmartMeters may be installed in, on, under, or above any public street or public right of way in the City for twelve months from the date of this Ordinance, at which time the Rio Dell City Council, shall consider whether to extend or terminate this prohibition in light of the then-current data on SmartMeter privacy, safety, accuracy and health effects.

2. Violations of this Moratorium may be charged as infractions or misdemeanors or as administrative citations, in the discretion of the City. In addition, violations shall be deemed public nuisances, with enforcement by injunction or any other remedy authorized by law.

3. The Rio Dell City Manager is hereby authorized to direct all City Departments, including the City Attorney, to facilitate compliance with the purpose and intent of this Ordinance using the enforcement powers described in the preceding paragraph.

Section III. Effectiveness

This Ordinance, being adopted as an urgency measure for the immediate protection of the public safety, health, and general welfare and containing a declaration of the facts constituting the urgency, upon passage by a minimum four-fifths (4/5) vote of the City Council, shall take effect immediately upon its adoption and shall continue in effect until modified or rescinded.

Section IV. Severability

If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provision or application, and to this end the provisions of this chapter are severable.

Section V. Publication

Copies of the foregoing ordinance shall, within fifteen days after its passage and adoption, be posted in three public places in the City of Rio Dell.

The foregoing ordinance was duly adopted on the 4th day of January, 2011 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
JULIE WOODALL, MAYOR

Attest:

_____
KAREN DUNHAM, CITY CLERK

675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager

DATE: January 4, 2011

SUBJECT: HDR Contract Amendment No.1 and Notice to Proceed

ATTACHMENT: HDR Contract Amendment No.1

Council Action:

A. By motion move to approve Contract Amendment No. 1 and Notice to Proceed with design in an amount not to exceed $689,985.

City Manager recommendation: Approve Amendment No. 1 and Notice to Proceed.

Background:

On December 7, 2010, the Council approved a Contract with HDR for engineering design of the wastewater facility project No.2, and approval of the Notice to Proceed with certain tasks not to exceed $99,874.

The contract included a scope of work for the entire project, however, at the time the City had not arranged financing of the design cost. As noted in Amendment No. 1, the City has received a commitment from RCAC to finance the design cost contingent on certain actions. Also incorporated into the Amendment is selection of payment type time and materials.

Given that the City must select a construction contractor by May1, 2011, in order to be eligible for grant funding, it is necessary to continue project design in January. Consequently, it is recommended to approve the Amendment and Notice to Proceed.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: December 7, 2010

   b. Owner: City of Rio Dell

   c. Engineer: HDR Engineering, Inc.

   d. Project: Wastewater Treatment Plant Upgrade

2. *Description of Modifications:*

   a. Portions of the Agreement are modified as follows:

      (i) Compensation for basic services shall be on a time and materials not-to-exceed basis. The lump sum provisions are therefore inapplicable.

      (ii) The Owner discloses to Engineer the method of financing payment for Engineer's services, as evidence by Attachment 1.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:	ENGINEER:
	William F. Ettlich
By: **Ron Henrickson**	By: **William F. Ettlich**
Title: **City Manager**	Title: **Senior Vice President**
Date Signed: _____	Date Signed: 12/29/2010

December 21, 2010

Ms. Stephanie Beauchaine
Finance Director
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

Phone # 707-764-3532
Fax # 707-764-5480

RE: ***Borrower:*** ***City of Rio Dell***
Project: ***New Wastewater Treatment Plant***
Loan No.: ***0713-CRD-03***
Modification And Advance Agreement #2

Dear Ms. Beauchaine:

We are pleased to inform you that on December 17, 2010 the Rural Community Assistance Corporation ("Lender") approved a loan modification ("Modification") to City of Rio Dell ("Borrower") under the following general terms and conditions:

1. The loan amount is hereby increased in the amount of Seven Hundred Thousand Dollars and No Cents ($700,000.00) for a new loan amount of One Million One Hundred Thousand Dollars and No Cents ($1,100,000.00). Said funds will be used as described below and become effective upon the fully executed loan modification:

   A. The full loan increase amount of Seven Hundred Thousand Dollars and No Cents ($700,000.00) will be retained by Lender for future design disbursements.

2. Borrower (CRD) to pay $7,000.00 a Loan Origination Fee to RCAC.

3. The Interest Rate remains the same which is 5.5% per annum. Said Interest Rate will be in effect from December 1, 2010 to October 1, 2012.

4. Preclosing condition for Loan Modification And Advance agreement #2 as follows:

   A. Resolution dedicating revenues of the Sewer Debt Service Fund to payment of any and all RCAC Planning and Design loans in the event a long-term financing package is not secured and committing the City to implementing Proposition 218 compliant sewer rates that include a revenue stream earmarked within the Wastewater Debt Service Fund for repayment of said loans.

5. The Repayment Source is from SWRCB loan/grant.

6. Disbursement of the $700,000 increase for design is limited to $350,000 until the SWRCB provides approval for approximately $12.5 Million.

7. Prior to disbursement (applies to the $700,000 increase for design):

   A. Provide a copy of the executed engineering agreement with HDR, Inc.

   B. Proposition 218 compliant user approved rate increase of $13 per month per ESU.

   C. Resolution dedicating $20 per month per ESU to the Wastewater Debt Service Fund for payment of any and all RCAC Planning and Design loans in the event a long-term financing package is not secured.

   D. Assignment of funds dedicated for deposit into the Wastewater Debt Service Fund for payment of any and all RCAC Planning and Design loans in the event a long-term financing package is not secured.

   E. City Counsel's letter of opinion that the Resolution, Promissory Note and modification of such Note meets the statutory requirements necessary to obligate the City for repayment as contemplated.

8. Borrower (CRD) to submit to RCAC the Audited Financial Statements for Fiscal Year Ended 6/30/10 which will be due 1/1/2011.

NOTE: If the authorized signers listed in the extension agreement have changed, please submit a revised Corporate Resolution to Borrow to RCAC along with this letter.

Please retain a copy of the fully executed agreement for your records and return the original to our office within 5 days of receipt of this letter. If you have any questions, please feel free to contact me at 916-447-9832, ext. 1039. Thank you.

Sincerely,

Diane Tang
Loan Specialist

Enclosures

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

TO: Honorable Rio Dell City Council

THROUGH: Ron Henrickson, City Manager

FROM: Randy Jensen, Acting P.W. Director, and Carla Ralston, P.W. Admin.

DATE: January 4, 2011

SUBJECT: Draft Sanitary Sewer Management Plan

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive and File

BACKGROUND AND DISCUSSION

On October 19, 2010, a Scope of Services between the City of Rio Dell and Freshwater Environmental Services was approved for the Preparation of Sanitary Sewer Management Plan (SSMP) as directed by the State Water Resources Control Board Order No. 2006-0003-DWQ.

Attached is the SSO-WDR Compliance Public Notification notice and a draft copy of the SSMP prepared by Freshwater Environmental Services. Once the draft is edited and approved, we will come back with a draft Ordinance to enforce the SSMP's policy's in accordance with the State Water Resources Control Board Order.

BUDGETARY IMPACT

None

ATTACHMENTS TO BE PRESENTED IN A SEPARATE PACKET:

Draft copy of the Sanitary Sewer Management Plan (SSMP) and copy of the SSO-WDR Compliance Public Notification Notice.

675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: Ron Henrickson, City Manager

DATE: January 4, 2011

SUBJECT: Water Claim Adjustment Policy

ATTACHMENT: Resolution No. 770
List of Water Claim Adjustments

Council Action:

A. Take no action.

B. Request the City Manager to prepare a Resolution amending Resolution No. 770.

C. Request the City Manager to prepare a Resolution repealing Resolution No. 770.

Background:

One of the items on the City Manager Task List is to review the Water Claim Adjustment policy. The policy is incorporated into Resolution No. 770 adopted by the City Council in 2000. Over the last six years the policy has resulted in forgiving $5,235 to about 57 property owners. Individual claims range in size from $14.00 to $366.00.

On November 2, 2010, the Council discussed the policy, but postponed any decision.

Issue:

The question is whether the Council wants to keep the policy, amend it or repeal it.

Discussion:

Soon the Council will have to entertain a rate increase. Keeping the present policy in place will have to allow for a small amount funds to offset the expected claim adjustments. As shown in the table claims have been markedly higher in recent years. This may be explained by the economy or that more individuals are becoming aware of the policy.

One option to consider is capping the amount at $100. This will eliminate large claims and reduce the potential amount of claims.

A second approach would be to consider repealing the policy. This obviously will eliminate all of the claims. This approach would also put the responsibility on the user to make sure their system is properly working. The issue is who should be responsible for the risk – the user or the city.

City Manager recommendation: If the Council wants to maintain the policy it is suggested the amount be capped. The Manager also has no objection to repealing the policy.

WATER CLAIM ADJUSTMENTS
FY 2004/2005 - FY 2009/2010

	FY 2004/05	FY 2005/06	FY 2006/07	FY 2007/08	FY 2008/09	FY 2009/10	FY 2010/11	
1	56.00	115.50	26.00	100.00	67.79	153.47	76.55	
2	14.50	30.50	384.00	51.00	37.50	237.93	66.32	
3	22.50	24.50	51.00		75.50	366.51	57.22	
4	199.88	14.00			152.95	42.80	21.80	
5	34.00	40.00			34.35	80.57	39.24	
6	28.50	105.00			19.57	88.52	37.06	
7	67.25	194.50			37.95	125.62	107.91	Pending
8	63.60	25.50			29.77	109.48	150.96	Pending
9	84.00	223.50			110.72	127.81	245.25	Pending
10	38.00	25.50			95.79	168.02		
11	60.00	84.50			132.87	83.75		
12	72.00	42.00			39.65	98.58		
13	59.00	290.00				55.13	802.31	
14		57.00						
TOTAL CLAIMS	13	14	3	2	12	13	9	
TOTAL AMOUNT	779.23	1,272.00	461.00	151.00	834.41	1,738.19	802.31	6038.14

RESOLUTION NO. 770

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL REPEALING RESOLUTION NO. 712 AND ADOPTING A REVISED WATER BILL CLAIM ADJUSTMENT POLICY

WHEREAS, the City Council of the City of Rio Dell has a policy of adjusting water bills of patrons under certain limited circumstances; and

WHEREAS, Ordinance No. 232 permits the City Council to establish procedures for water disputes and Resolution No. 712 was adopted to establish a policy for formalizing the adjustment of water bills;

WHEREAS, it is the desire of the City Council to repeal and replace Resolution No. 712 to reflect a change in the procedure for resolving water bill adjustment claims;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIO DELL, CALIFORNIA, AS FOLLOWS:

SECTION 1. Claims for adjustment of water bills will only be reviewed if the amount of the claim is for ten dollars ($10.00) or more. Claims for less than this amount will not be considered.

SECTION 2. Claims for adjustment of water bills may be presented, reviewed, settled, and allowed by the City Manager of the City of Rio Dell without further approval of the City Council only under the following circumstances and under the following conditions. All claims not meeting the requirements of Section 2 of this resolution may be submitted for review only as provided for in Sections 3 and 4, below:

a. Only one claim for adjustment shall be allowed in any 24 month period.

b. Claims shall be allowed only on sufficient proof to the City Manager that the claimant has incurred an extraordinarily high water bill by reason of excessive use of water due to an undetected water line break or leak, vandalism or excusable neglect.

c. Claims subject to review by the City Manager shall be allowed only in circumstances in which the extraordinarily high water bill exceeds the average monthly water bill by a total of between $10.00 and $100.00 based on prior historical water consumption at the metered location. Such computations shall be based on any reasonable formula deemed appropriate in the City Manager's discretion.

d. The amount of the adustment shall be no more than 50% of the difference between the average monthly water bill and the high water bill represented on the claim.

e. Adjustments will only be considered after repairs have been made. The claimant shall present to the City Manager sufficient proof of repair of the water line break or leak, repair or correction of the vandalism, or justifiable cause for the neglect.

f. All claims shall be presented to the City Manager who shall review the claim for fulfillment of the above conditions. Pursuant to Rio Dell Ordinance No. 232, as may be amended, the City Manager is hereby authorized to administratively settle claims meeting the minimum standards set forth in Section 2 of this Resolution without further approval of the City Council of the City of Rio Dell. Nothing herein shall, however, be construed to prevent the City Manager from seeking City Council approval of any claim presented pursuant to this Section.

SECTION 3. Any claim not meeting the requirements of Section 2, above, and not required to be presented to the City Council under Section 4, below, may be presented to the City Council for approval only under the following circumstances and subject to the following conditions:

a. Only one claim for adjustment shall be allowed in any 24 month period.

b. Claims shall be allowed only on sufficient proof to the City Council that the claimant has incurred an extraordinarily high water bill by reason of excessive use of water due to an undetected water line break or leak, vandalism or excusable neglect.

c. Claims subject to review by the City Council shall be allowed only in circumstances in which the extraordinarily high water bill exceeds the average monthly water bill by a total of $100.00 or more based on prior historical water consumption at the metered location. Such computations shall be based on any reasonable formula deemed appropriate in the City Manager's discretion.

d. The amount of the adustment shall be no more than 50% of the difference between the average monthly water bill and the high water bill represented on the claim.

e. Adjustments will only be considered after repairs have been made.The claimant shall first submit to the City Manager for his or her presentation to the City Council, sufficient proof of repair of the water line

break or leak, repair or correction of the vandalism, or justifiable cause for the neglect.

f. All claims shall be submitted to the City Manager who shall review the claim for fulfillment of the above conditions and be prepared to make a recommendation of approval or disapproval of the claim to the City Council.

SECTION 4. In all circumstances in which the claim for adjustment arose out of alleged negligent conduct by any employee or agent of the City or arose out of alleged negligent maintenance or dilapidated condition of City owned property, the claim shall be submitted to the City Council for its consideration. This provision shall not, however, be construed to mean that the City Council will allow any such claims.

SECTION 5. All claims for adjustment shall be submitted within two months of the date of the water billing statement on a Water Bill Adjustment Claim Form attached hereto as Exhibit "A".

PASSED AND ADOPTED this 17th day of October 2000, by the following vote:

AYES: Mayor Ghilarducci, Councilmembers Plum and Leonard

NOES: Councilmembers Woodall and Parrish

ABSTAIN: None

ABSENT: None

Rich Ghilarducci, Mayor

ATTEST:

Loretta Nickolaus, City Clerk

EXHIBIT "A" TO RESOLUTION NO. 770

CITY OF RIO DELL
WATER BILL ADJUSTMENT CLAIM FORM

Instructions

1. Only claims exceeding an average water bill by $10.00 or more are eligible for adjustment.
2. Present this form (with receipts for corrective measures) to the Water Department at City Hall after completion.

NAME OF CLAIMANT: _____

MAILING ADDRESS OF CLAIMANT: _____

ADDRESS OF WATER SERVICE: _____

MONTH and REASON FOR EXCESSIVELY HIGH WATER BILL:

_____

_____

_____

Only claims involving water line leaks, breaks, vandalism, excusable neglect or City negligence will be considered.

I HAVE MADE THE FOLLOWING REPAIRS TO MY WATER SYSTEM:

_____

_____

_____

No adjustment will be considered unless appropriate repairs or corrective measures have been taken. Attach copies of receipts.

I, _____ (Print name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was signed on _____, 20____, at Rio Dell, California.

_____ _____

City of Rio Dell - Witness Signature of Claimant

This Side to be Completed by City Staff Only

Number of claims submitted by claimant during previous twenty four months at any location and number of claims submitted by any claimant involving the same metered location:_____

Dates and locations of such claims:_____

Claimants are allowed only ONE adjustment in any 24 month period

Does the claimant's reason for the requested adjustment constitute justifiable cause for the requested adjustment?_____

Has the claimant made sufficient repair or taken other appropriate corrective measures to reasonably prevent repeated problems?_____

Are copies of receipts attached?_____

What is the amount of the bill disputed?_____

What is the claimant's average historical water bill?_____

What is the difference? _____ 50% Credit amount is:_____

Period used to calculate average water bill? _____

Note: Adjustments between $10.00 and $100.00 may be settled by the City Manager but may be submitted to the City Council, at the Managers sole discretion. Adjustments of $100.00 or more must be approved by the City Council.

CITY MANAGER'S DISPOSITION:

APPROVE CLAIM ☐ Yes ☐ No DENY CLAIM ☐ Yes ☐ No

Comments or Reason for Denial:_____

SUBMIT TO CITY COUNCIL ☐ Yes ☐ No

CM Signature:_____ Date:_____

CITY MANAGER'S RECOMMENDATION TO THE CITY COUNCIL:

APPROVE CLAIM _____ DENY CLAIM _____

COUNCIL ACTION (APPROVE/DENY)_____ DATE:_____

675 Wildwood Avenue
Rio Dell, CA 95562

STAFF REPORT

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director

DATE: January 4, 2011

SUBJECT: Wastewater Rate Increase Schedule

COUNCIL ACTION
Receive and File

BACKGROUND AND DISCUSSION
The City is in the planning and design stages of the phase II wastewater compliance project. The City is pursuing a permanent funding package to finance construction costs expected to commence during the summer of 2011.

To secure a funding package, the City must implement a Proposition 218 compliant wastewater increase to generate sufficient cash flows to fund the debt service.

The wastewater increase schedule is as follows:

- Public Hearing February 1, 2011 at 6:30 pm
- Public Hearing February 22, 2011 at 5:30 pm
- Wastewater Facility Tour February 4, 2011 at 2:00 pm
- Wastewater Facility Tour February 5, 2011 at 10:00 am

Attachments: Notice of Proposed Wastewater Rates

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

Notice of Proposed Wastewater Rates

Public Hearing February 1, 2011 at 6:30 pm
Public Hearing February 22, 2011 at 5:30 pm
City Council Chambers - City of Rio Dell - 675 Wildwood Avenue - Rio Dell, California
Facility Tours February 4, 2011 at 2:00 pm & February 5, 2011 at 10:00 am
Wastewater Treatment Plant - 475 Hilltop Drive - Rio Dell, California

Background

The City of Rio Dell provides wastewater collection, treatment, and disposal to properties located within its boundaries. To cover the cost of these services, the City currently charges $60.13 per single family residence, or equivalent residential unit (EDU). This service charge is based on the actual cost to collect, transport, treat, and dispose of wastewater.

A Wastewater Rate Increase Is Essential To Cover State Mandated Regulatory Requirements

The City was issued a Cease and Desist Order (CDO) in 2003 and again in 2005 by the North Coast Regional Water Quality Control Board (NCRWQCB) mandating the City change its method of treated wastewater disposal. The City also received an Administrative Civil Liability Complaint (ACL) in 2007 for not meeting wastewater performance treatment standards. Failure to address the CDO and ACL within the mandated timeframe will result in daily fees and potential conservatorship of the wastewater operation.

Proposed Compliance Project

Since 2003 the City has carefully considered multiple compliance project options and methods to address treatment and disposal deficiencies. After several years of environmental and fiscal evaluation, and public outreach a preferred project was identified. The selected project includes new and upgraded treatment processes at the current wastewater plant, and pastureland irrigation in Metropolitan. Phase I of the project was completed in 2010, and phase II is anticipated to begin during the summer of 2011.

Project Cost

The total cost of the selected compliance project is estimated at approximately $15,500,000. To date the City has acquired a $2.25 million grant and completed the first phase of the project. The City is aggressively pursuing permanent financing and anticipates securing an additional $6.0 million grant and an estimated $6.5 million loan to finance the remainder of the costs. The City's past and future success securing grants have and will continue to reduce the overall cost of service to community wastewater rate payers.

To secure a funding package necessary to finance project costs, the City must demonstrate the ability to fund debt service costs through a Prop 218 compliant wastewater rate increase.

Wastewater Rates

The City of Rio Dell is proposing to raise wastewater rates effective March 1, 2011 to secure funding for future debt service payments on the mandated compliance project. Two different rate increase options will be presented to the Council for consideration and include: Option 1: $8.24 per EDU per month and Option 2: $9.57 per EDU per month. Each wastewater rate option presented provides (1) for the daily costs of operation and maintenance to ensure reliable uninterrupted wastewater services, (2) funding for capital replacements and improvements to continuously meet wastewater quality and regulatory requirements, and (3) for debt service on rehabilitation to wastewater infrastructure.

To Protest the Proposed Rate Increase

Protests against the proposed rate increase must include (1) Identification of the property for which the protest is entered and (2) Signature of the rate payer or legal owner. Protests may be submitted to the City of Rio Dell before the end of the public hearing to be held on February 22, 2011 at 5:30 pm. If written protests against the proposed wastewater rate increase are presented for a majority of parcels affected, the City will not approve the increase. However, failure to adopt the new rate structure will result in the loss of grant funding, and inability to address the CDO and ACL, resulting in huge fines which will jeopardize the financial solvency of the City.

675 Wildwood Avenue

Rio Dell, CA 95562

(707) 764-3532

TO: Honorable Rio Dell City Council

FROM: City Manager Ron Henrickson

DATE: January 4, 2011

SUBJECT: Final Report

ATTACHMENT: The Compensation Committee Final Report, January 4, 2011, Will be Presented at the Council Meeting

Council Action:

Receive and file the report, and set a public hearing on January 18, 2011, to receive public comments on the report.

Background:

Prior to receipt of the CPS Employee Salary Compensation and Classification Report by the City Council on October 5, 2010, the Council appointed a six member Compensation Committee on September 28, 2010. The Committee was charged with the task of providing the Council recommendations for a sustainable compensation program.

City Manager Recommendation:

It is recommended that the Council set a public hearing on January 18, 2011, to receive public comment on the report.