AGENDA

RIO DELL CITY COUNCIL
REGULAR MEETING – **6:30 P.M.**
TUESDAY, JANUARY 19, 2016
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. CEREMONIAL MATTERS

E. PUBLIC PRESENTATIONS

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

F. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the 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) 2016/0119.02 - Approve Minutes of the January 5, 2016 Regular Meeting **(ACTION)** 1

2) 2016/0119.03 - Approve payment of 2016 League of California Cities Dues, opting out of Litigation Surcharge **(ACTION)** 12

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. SPECIAL PRESENTATIONS/STUDY SESSIONS

1) 2016/0119.04 - Presentation - GHD Engineering, Authorize City Manager to sign amended Scope of Services for City Engineering Services **(DISCUSSION/POSSIBLE ACTION)** 19

I. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

1) 2016/0119.05 - Contribution of Transient Occupancy Tax (T.O.T) to the Rio Dell-Scotia Chamber of Commerce **(DISCIUSSION/POSSIBLE ACTION)** 42

J. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1) 2016/0119.06 - Approve Resolution No. 1285-2016 Amending City of Rio Dell Employee Handbook including Attachment 'A' related to Nepotism and Attachment 'B' related to Sick Leave **(DISCUSSION/POSSIBLE ACTION)** 45

K. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director - Check Register for December 2015 55
4. Community Development Director

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

The next regular meeting will be on February 2, 2016
at 6:30 p.m. in City Hall Council Chambers

RIO DELL CITY COUNCIL
REGULAR MEETING
JANUARY 5, 2016
MINUTES

The regular meeting of the Rio Dell City Council was called to order at 6:00 p.m. by Mayor Wilson.

ROLL CALL:	Present:	(Closed Session) Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes, Marks and Thompson
	Others Present:	City Manager Knopp and City Attorney Gans
	Present:	(Regular Meeting) Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes, Marks and Thompson
	Others Present:	City Manager Knopp, Finance Director Woodcox, Wastewater Superintendent Chicora, City Clerk Dunham and City Attorney Gans
	Absent:	Community Development Director Caldwell, Chief of Police Hill, and Water/Roadways Superintendent Jensen (excused)

CLOSED SESSION

Public Employee Performance Evaluation – Title: City Manager
The Council recessed into closed session at 6:02 p.m. with City Manager Knopp and City Attorney Gans.

The closed session ended at 6:15 p.m.

The Council reconvened into open session at 6:30 p.m.

Mayor Wilson announced there was no reportable action taken in closed session.

PUBLIC PRESENTATIONS

Linda Bartlett, 189 Spring St. addressed the Council regarding the letter she presented to the Council at the last meeting regarding the water rate increase and said she understood someone was going to contact her and asked if her questions were going to be addressed during this meeting.

Mayor Wilson stated that her questions would be addressed under the corresponding agenda item.

Nick Angeloff addressed the Council on behalf of the Chamber of Commerce and said only a dozen or so people attended the New Year's Eve celebration held at the Scotia Inn and said the Rio Dell-Scotia Chamber of Commerce is in dire straits financially and requested an item on the next agenda regarding consideration for a portion of the City's Transient Occupancy Tax (TOT).

Dean Glaser welcomed the Council into the new year and announced the ice skating rink in Fortuna would be in place for 12 more days and invited everyone to come out and take advantage of some great family photo opportunities.

CONSENT CALENDAR

Councilmember Marks asked that Item 5 *Resolution No. 1284-2016 Year End Transfer and Amending the Operating Budget for FY 2014-2015* be removed from the consent calendar for separate discussion.

Motion was made by Johnson/Thompson to approve the consent calendar including approval of minutes of the December 10, 2015 study session; approval of minutes of the December 15, 2015 regular meeting; approval of the fourth amendment to the Employment Agreement with the Community Development Director; approval of Resolution No. 1286-2016 amending billable rates for staff time for FY 2015-2016 and rescinding Resolution No. 1265-2015; and to review and accept the proposed changes to the Cooperative Agreement with the Humboldt County Association of Governments (HCAOG). Motion carried 5-0.

ITEMS REMOVED FROM CONSENT CALENDAR

<u>Approve Resolution No. 1284-2016 Year End Transfer and Amending the Operating Budget for FY 2014-2015</u>
Councilmember Marks questioned the budget amendment for sewer operations, increasing appropriations by $31,718 due to increased electricity costs.

Finance Director Woodcox explained that there was a small increase in the overall electricity costs in public works however; the amendment was mainly attributed to the amount allocated in the water and sewer funds and said one allocation was too high and one was too low.

Mayor Wilson asked if there are separate electrical meters at the wastewater treatment plant.

Wastewater Superintendent Chicora commented that he is in the process of looking into having separate meters for water and wastewater activities so actual operational costs will be easier to track.

Councilmember Marks asked if pumping effluent across the river contributes to increased electricity costs; Wastewater Superintendent Chicora indicated that it does.

Councilmember Thompson questioned the cost of natural gas since adding the sludge dryer at the wastewater treatment plant; Wastewater Superintendent Chicora commented that the cost has been pretty consistent for the past three years.

Mayor Wilson called for public comment on the proposed resolution.

Dean Glaser suggested the City Council's representative on Redwood Coast Energy Authority (RCEA) talk to Matthew Marshall, the executive director to see if they can do an energy assessment, provided it hasn't already been done.

Motion was made by Garnes/Marks to approve Resolution No. 1284-2016 *Approving Year-End Transfer and Amending the Operating Budget for FY 2014-2015.* Motion carried 5-0.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Receive and Accept Report from Staff on Sewer System Inflow and Infiltration (I & I)
City Manager Knopp stated what staff has been attempting to do by smoke testing is to make the sewer system more efficient and ultimately save taxpayers money. He said the process however; requires a lot of staff effort to make it happen. He said the wastewater superintendent was present to provide the Council with an update on the progress thus far.

Wastewater Superintendent Chicora provided a power point presentation on 2015 Smoke Testing Results and explained the purpose of smoke testing is to find potential points of inflow and infiltration in the public portion of the sanitary sewer system that could lead to high flows at the wastewater treatment plant during storms.

He reported that almost all of the streets north of Davis St. were smoke tested, except for Belleview and Ogle because of mechanical problems with the smoke blower however; they were smoke tested about ten years ago and all of the problems identified were related to the lack of adequate drainage in the area. He said the results of the smoke testing found that most of the problems were related to broken caps or the lack of cleanout caps on private property either in the yard or under the residences.

He showed an example where there was a fence post driven through the sewer lateral and said they found several instances where this occurred.

He said one of the City issues that was identified was a cross connection between the storm drain system in the area of Third Ave., Fourth Ave. and Dixie St.

In conclusion, he said if the City were to address the drainage issues in the Belleview/Ogle neighborhood as well as the areas around First, Second and Third Avenues, residents could redirect standing water out to the street so it can get to the storm drains rather than opening their cleanout and allowing the water to go into the sewer system. He estimated this alone would solve 50-75% of the I & I problems in the City. He noted that it would also reduce flows at the wastewater treatment plant and although the plant can handle the flows it doesn't make sense to treat rain water.

Councilmember Johnson asked how residents with identified problems reacted to the news.

Wastewater Superintendent Chicora said for the most part, they were embarrassed and were cooperative in fixing the problem.

Mayor Wilson asked what the direct impact is by having the extra flows going into the wastewater treatment plant.

Wastewater Superintendent Chicora attributed the impact to increased electricity costs by keeping the blowers going.

Councilmember Garnes asked if the only way for residents to get rid of storm water is to open their sewer cleanouts.

Wastewater Superintendent Chicora commented that it is the quickest and easiest way to get rid of the water and pointed out that Rio Dell is not the only City dealing with I & I problems.

Mayor Wilson called for public comment on the matter.

Dean Glaser asked if the City has retention basins and said on rare occasions Fortuna is unable to handle the amount of water coming into their wastewater treatment plant. He pointed out that cities face the chance of violations with the State.

Wastewater Superintendent Chicora commented that the City does not have retention basins and once the storm water is treated, it's discharged to the river.

Linda Bartlett thanked the public works department for putting the barrier on the storm drain at Spring St.

Melissa Marks asked if staff was tracking the violations.

Wastewater Superintendent Chicora indicated that they knocked on doors and talked to residents regarding minor fixes and said once the smoke testing is completed staff could utilize the abatement process to gain compliance.

Councilmember Johnson questioned the plan for repairing the cross connection issues at Third, Fourth and Dixie.

City Manager Knopp responded that staff is in the early stages in working with GHD to come up with a solution along with other long term problems with water, sewer, streets and drains. He indicated that staff will be bringing back to Council a plan for consideration at a later date.

He also commented that staff is working on a phased-in approach for the Belleview/Ogle drainage project and that there are some funds budgeted to address both of these issues.

Receive Report from Staff on Proposition 218 Water Rate Increase Process
City Manager Knopp provided a staff report and said the City recently concluded the Proposition 218 Water Rate Increase process, the City Clerk completed the final tabulation of protest votes and the information was posted on the city's website for public review.

He said at the last meeting, a letter was presented by Linda Bartlett regarding the Prop 218 process and that he was prepared to respond the questions included in that correspondence.

The first question had to do with the withdrawal protest letter sent out by the City and who authorized it.

City Manager Knopp stated that it was his decision to send it out. He said toward the end of November, staff did a simple tally of protest ballots received and at that time it appeared the number may exceed the number of ballots needed to successfully defeat the rate increase. Also, part of the concern was that a group of individuals sent out a protest ballot that basically said if ratepayers failed to send it in, their vote would be considered a "yes" vote for the increase. He said a lot of citizens thought it was sent by the City and another misconception was that the proposed rate increase applied to both water and sewer.

He said on November 23rd he made the decision to send out a brief letter to clarify some of the confusion with inclusion of a withdrawal ballot. He noted that at the close of the public hearing on December 1st, a total of five withdrawal ballots were received; three of which were valid so they had no material impact on the outcome of the tabulation results.

The second question was in regard to two councilmembers having the authority to act on behalf of the entire council.

City Manager Knopp reiterated that he alone made the decision to send the withdrawal ballot. He said he did not in this case and does not take direction from individual councilmembers . He commented that Councilmember Thompson, in the beginning of the Prop 218 process was very vocal about his opposition to the proposed rate increase; particularly with regard to the Dinsmore Zone. He said staff does take into consideration advice from individual councilmembers but in the end, makes decisions based on what is best for the community.

He further explained that it was within his authority as City Manager to issue the letter and legal to send the letter to only a portion of legal parcel owners as opposed to all parcel owners concerned.

He reported a total of 214 letters were sent out and the cost of the mailing including staff time, postage and supplies was estimated at $507.19 which was paid for by the City. He noted there is no policy or provision for reimbursement of these costs.

The last question he addressed was related to other things the city could do to reduce expenses in the water department.

City Manager Knopp said in terms of cuts, in August the City Council discussed various options; everything from keeping things status quo to fully funding capital improvements in the water department and chose an option in the middle. He reported that the water operations budget was cut by 27% and there were really no other areas to cut aside from cutting personnel. He noted that one position in public works was left vacant and it was not realistic to cut positions any further.

He urged citizens to keep in mind that if the water rate increase hadn't passed, the City would be facing a very impaired situation or possibly even bankruptcy which is not a very inviting prospect for anyone moving into Rio Dell as a resident or business owner. He said in looking at the flip side, the increase will actually increase property values and impound balances in the water fund help to reduce the overall risk to the general fund when looked at as a whole, and will definitely improve the City's overall position. He stated for clarification that water funds exist for costs associated with providing water service and cannot be used for other purposes. He said the revenues collected actually help shield the general fund from subsidizing the water fund operations.

He said a comment was made that the City Council listened but has not heard the concerns of the citizens. He pointed out that the City Council was put in a unique position when asked to make a decision regarding the water rate increase because although they are an elected body by the citizens of Rio Dell, they also have a fiduciary responsibility to the water system and overall operations of the City and the responsibility to not take action that puts the system at

risk. He said no one likes rate increases but they are necessary to provide adequate services to the community. Also, many citizens feel the proposed increase is too high but both the rate consultant and the City's engineer felt that an additional $400,000 annually is needed to be set aside for capital improvements in order to retain a reliable system.

He further explained that what the Council decided to do was not to generate the $400,000 all at once but to develop a phased-in plan over the next 5 years and set aside 20% to leverage grants with the idea there is good opportunity over the next few years for the City to leverage 80% in grant funds for capital improvements. He pointed out that the wells project was 95% funded through the Prop 84 grant and the U.S. Department of Agriculture Emergency Assistance grant which enables the City to have a reliable backup water supply.

He said with regard to the tabulation process, a margin of 25 votes sends a clear signal to staff and the City Council that there are a lot of concerns by citizens so the message has not gone unnoticed. He said the goal of the City is to work together with the public and be as transparent as possible to improve the community and to "stop kicking the can down the road", especially with regard to the water system.

He then asked the City Clerk to review the numbers of the final tabulation of protest ballots.

City Clerk Dunham stated that it was determined there were a total of 1159 valid parcels; of that 765 protest ballots were received. She said under Prop 218, a majority vote plus one (569 plus 1) was needed for the increase not to pass and a total of 555 valid protest ballots were received; just 25 short to defeat the water rate increase.

She explained that most of the ballots that were declared invalid were duplicate ballots; others were simply incomplete with no address or signature.

She said on December 1st when the tabulation process was done, it took staff until after 1:00 a.m. to complete the process so to be absolutely 100% correct with the numbers, the following day staff went through each ballot and carefully reviewed the spreadsheet and came up with the same numbers. As such, she said the final protest count of 555 does stand and that she is very confident that the number is accurate. She noted that staff was very diligent in following the Prop 218 process and actually read the rules multiple times to make sure the process was followed correctly.

Councilmember Johnson stated that during the process leading to the mailer on November 23rd the City Manager consulted with an attorney specializing in the Prop 218 process and asked staff to divulge in general terms, the outcome of that conversation.

City Manager Knopp said basically the attorney was consulted regarding the legality of sending out a second mailer with the withdrawal ballot and after he reviewed the draft mailer he made a couple of suggested revisions and advised staff that it was okay to send it out.

Councilmember Garnes expressed concern about a ballot not being included with the initial public notice that was sent out by the City and said it damaged the City's credibility considerably and apologized to the public for that not happening. She added that it would have avoided the situation that ended up with so many citizens angry and upset. She said the City Council has spent so much time trying to be transparent then this happened and citizens feel they were basically stabbed in the back. She said something this important should have come to the Council because they are the ones taking the heat for it.

Mayor Wilson called for public comment on the issue.

Linda Bartlett commented that the City Manager indicated that an information letter with a retractable ballot was sent out however; when she asked for a copy of what was sent out, she only received a copy of the withdrawal ballot.

City Manager Knopp commented that a link to the City's website was provided for additional information.

Finance Director Woodcox explained the mailing contained two sheets; a withdrawal ballot and an accompanying sheet with information to explain some basic facts about the rate increase and the process because there were a lot of people that came to the counter with incorrect information regarding the amount of the proposed increase and the rate structure itself.

Linda Bartlett also commented that during the December 1st meeting during the tabulation process, she talked to two councilmembers who both said they had talked to the City Manager about the withdrawal ballot and letter that was mailed.

Councilmember Johnson commented that he did talk to the City Manager but it was days after the letter was sent; he said the circumstances were exactly as the City Manager described.

Councilmember Thompson stated that he came in and talked to the City Manager and as he recalls there was mention of a City whose rate increase was defeated by one vote with 15% of the protest ballots determined to be invalid. He said at that time the City Manager had already talked to the Prop 218 attorney and he shared the information with him but no decision had been made with regard to sending anything out.

Sharon Wolff requested a copy of the letter that went out with the withdrawal protest ballot and said she was curious how it was addressed because if the letter said something in the line

of "you are receiving this information because you submitted a protest ballot....." gives the perception that staff opened the envelopes containing the protest ballot.

Mayor Wilson presented Mrs. Wolff with a copy of the letter in question.

Mayor Wilson stated that the problem he has with the letter is that it was sent to a specific group of citizens and if additional information was included, it should have been sent to everyone affected by the rate increase. He said hindsight is a great thing to have because over the holidays he had a lot of time to really talk to local citizens and also think about the process. He said out of the 765 protest ballots, approximately 27% were invalid. He said the Council needs to look at this process and see if there are still ways to deal with costs. He said if the Council can be creative and approach the idea of reducing costs in 2017 when it's time for the next phase of the increase, perhaps that amount can be reduced or eliminated. He also noted that lowering the MHI figure is something the City needs to actively pursue. He said the other question is what happens to the rates at the end of the 5-year plan.

City Manager Knopp said theoretically, the rates would stay the same and increasing the rates at that time would require going through the Prop 218 process again. He said he believes the 3% incremental increase ends after five years so at some point it would have to come back to the Council for approval. He said in essence, the rates established at this time would go on until another Prop 218 process is initiated or the Council votes to reduce the rates. He noted that it was part of staff's recommendation that the City Council reconsider the 3% annual increase no less than every 5 years. He added that the situation the City is in today is something that could have been avoided if the Council had addressed the rates sooner because the last rate increase was in 2005 and those rates were clearly not generating adequate revenue to cover water system costs.

Linda Bartlett asked for clarification that the 3% annual increase will continue for 5 years, at such time the City Council will have to vote on whether to continue it.

City Manager Knopp responded that it is questionable as to whether the City will have to go through the Prop 218 process to continue the 3% annual inflation adjustment or not. He explained desired outcomes are improved infrastructure and reliability of the water system including a better distribution system and better water storage and at the end of the 5 years and the City has not made significant progress they will have to go back to the drawing board and look at strategies as to how to accomplish those goals.

Melissa Marks pointed out that the 3% annual increase is only on the 75% fixed rate; not on the 25% variable portion of the rate whereas; before it was based on both. She also asked the City Council to reconsider charging inactive accounts the 75% fixed base rate such as is done with the sewer.

REPORTS/STAFF COMMUNICATIONS

City Manager Knopp distributed a written staff report on recent activities and events and said the Police Department is scheduling a Meet and Greet with Officer's Evie Valk and Jordan Walstrom at the January 19th Chamber of Commerce meeting as suggested; staff is exploring cost savings measures and has terminated the contract with Northcoast Cleaning Services and will be doing in-house cleaning of City Hall for the time being to see how it goes; staff will be making some basic upgrades to things such as email and the website and will be compiling a list of basic items that need upgrades to function more reliably; staff is working on dates for upcoming workshops on the subjects of Marijuana and Solid Waste and will email Councilmembers with those dates once established.

He also reported that the switch from Blue Shield to Anthem Blue Cross for the employee's health insurance was effective as of January 1, 2016 which appears will save the City from an estimated 10-11% increase in health insurance premiums. He noted that the City has also switched brokers to Keenan & Associates for ancillary benefits such as dental, vision and life insurance although the coverage will likely not change.

He then reported that the City received the final project and bid materials from SHN related to the settlement agreement on the infiltration gallery and said staff reviewed the material with the assistance of Councilmember Johnson and personnel from GHD and believes the material to be complete. He also stated that the work on the EV charging station is nearing completion at the City parking lot. He noted that the final phase will be lighting and landscaping.

Finance Director Woodcox reported "business as usual" in the finance department.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Johnson said last year when Councilmembers were appointed to serve on the various boards and committees, representatives were also appointed to the Rio Dell Fire Department and the Rio Dell-Scotia Chamber of Commerce. He asked the respective representatives how that was going.

Councilmember Garnes stated the Fire Department is very happy to have a City representative attending their meetings and said she had missed a couple of meetings because of Thursday night football. She said she apologized to them and said she would be in attendance at the next Thursday night meeting.

Councilmember Marks, as representative on the Chamber of Commerce had nothing significant to report but that those meetings were going well.

ADJOURNMENT

Motion was made by Johnson/Thompson to adjourn the meeting at 7:50 p.m. to the January 19, 2016 regular meeting. Motion carried 5-0.

_____
Frank Wilson, Mayor

Attest:

_____
Karen Dunham, City Clerk

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

January 19, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Review and Approval of 2016 Dues for the League of California Cities, Opting to not participate in the Optional Litigation Surcharge.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve payment of the 2016 League membership dues, further opting out of the litigation surcharge.

BACKGROUND AND DISCUSSION

It is recommended that the city continue its membership as it has done in the past. Total cost for 2016 is $2,391.00.

72 percent of the League's member cities contribute to the Litigation Contingency Reserve Account (LCRA). While the League's Board strongly encourages city participation in the LCRA, staff recommends that the city forego this $95.64 contribution for 2016. The LCRA is currently funding two major litigation actions by the League associated with the dissolution of redevelopment and changes to charter city authority. The City of Rio Dell has no material interest in either case since the City never had a redevelopment agency and is not a charter city. The option to contribute to the LCRA could be revisited should the League engage in new litigation.

Additional information is attached for the Council's review.

1400 K Street
Sacramento, CA 95814
ph: (916) 658-8200
fx: (916) 658-8240

LEAGUE OF CALIFORNIA CITIES

WWW.CACITIES.ORG

January 6, 2016

TO: **City Managers and City Clerks in non-manager cities**

FROM: **Officers of the League of California Cities**
Dennis Michael, President, and Mayor of Rancho Cucamonga
JoAnne Mounce, First Vice-President, and Council Member of Lodi
James Goodhart, Second Vice-President, and Mayor of Palos Verdes Estates
Stephany Aguilar, Immediate Past President, and Council Member of Scotts Valley
Chris McKenzie, Executive Director

SUBJECT: **League Dues for 2016**
Voluntary Surcharge to Support Vital Litigation

Thank you for your City's membership in the League of California Cities. We understand the City's financial resources are precious and value your commitment to keep the League strong now, and into the future.

League Membership – A Great Investment

Enclosed is your city's 2016 dues statement and related supporting documentation. The value your city derives from membership in the League of California Cities makes the payment of League dues a wise investment. Please review the enclosed customized "Return on Investment" report for your city. It reflects financial benefits your city enjoys as a direct result of the League's legislative and ballot measure advocacy. A strong and effective League is central to your city's strength and vitality.

For 2016, the Board of Directors authorized a two percent dues increase. Following an unprecedented eight year period with no increases, this year's modest adjustment reflects the board's desire to return to its pre-great recession approach of increasing dues to keep pace with inflation, ensure adequate funding to maintain the League's work program, and carry out stable and predictable adjustments that minimize the potential for significantly larger increases in the future.

Annual Report – Advancing the Mission

The League is the leading voice for California cities. Working in concert with cities, partners, and coalition members, protecting local control through advocacy and education remains the cornerstone of League activities. Through numbers, the enclosed 2015 Annual Report provides an informative glimpse of the organization and the activities dedicated to advancing the League's mission. The strategies, activities and advocacy behind these numbers are made possible because of continuing commitments from cities like yours.

Voluntary Litigation Surcharge – Defending Local Control

The League and city officials have invested tremendous human and financial resources over the past decade to secure meaningful constitutional protection of city revenue sources. Proposition 1A (2004) and

Proposition 22 (2010) were passed with strong leadership from the League and cities to protect city revenues, but the work is not over. When legislation is enacted that attempts to erode these revenue protections and other constitutional authority of cities, defending and enforcing these protections can require litigation as a last resort.

This vital defensive strategy is expensive, but essential. Implementing this strategy is conducted at greatly reduced cost and effort when the League coordinates efforts or serves as the lead plaintiff on behalf of member cities. The alternative would be for each city or *ad hoc* groupings of cities to initiate separate lawsuits. Through the League, cities can leverage their membership and resources to challenge the state whenever it attempts to weaken the important local revenue protections and authority California cities have worked so hard to achieve and maintain.

Acknowledging the increasingly important role litigation serves for the League, the board of directors formalized a policy to maintain a Litigation Contingency Reserve Account (LCRA) funded through an optional voluntary surcharge set as a percentage of dues. Reviewed annually by the League's finance committee and board of directors, the LCRA is set at $275,000 and is reserved to 1) cover expenses incurred from board approved litigation within a single budget year; and 2) maintain sufficient set-asides to cover expenses the League would incur if the League becomes or remains involved in board approved litigation during the following year.

In 2013 and 2014, approximately fifty-two percent of member cities voluntarily paid ten percent of their membership dues and in 2015 seventy-two percent contributed 2.4 percent of their membership dues. To date, approximately 54 percent of the surcharge collected has been used to defray litigation expenses associated with the *League of California Cities v. Matasantos* (AB 1484) and *City of El Centro, et al. v. David Lanier, et al* (SB 7). During 2016, litigation expenses are projected to be $200,000.

To maintain the LCRA at $275,000 and help support vital on-going litigation, the board strongly encourages each city to consider including with its 2016 dues an optional surcharge payment equal to four percent of dues. The recommended surcharge is shown on the enclosed invoice. The recommended surcharge is optional; a city may pay the base dues and enjoy all the benefits of membership. However, the board of directors sincerely hopes you will support the LCRA because of the tremendous value a coordinated litigation strategy and united front brings to your city and all cities throughout the state.

Conclusion – California Cities Work Together

Through the League, all cities and all city officials have the opportunity to help shape solutions to the issues of greatest importance to our cities and the state of California. Working together, we pursue those solutions most effectively. It is important for cities to act energetically, in unison, and with renewed focus to amplify our voice in key statewide policy matters.

The board of directors encourages your enthusiastic support of and participation in the League of California Cities in 2016. We look forward to continuing our fight together to protect local control and help you provide outstanding service to the residents of your great city.

If you have any questions about this matter, please contact Norman Coppinger, director of administrative services, at ncoppinger@cacities.org or 916-658-8277.

Enclosures: Dues invoice
Return on Investment Report
2015 Annual Report

INVOICE

1400 K Street, Sacramento, California 95814
Phone: 916.658.8200; Fax: 916.658.8240
www.cacities.org

To: City Manager
City of Rio Dell
675 Wildwood Avenue
Rio Dell, CA 95562

Invoice: 158743

Terms: Jan. 31, 2016

Date	Description	Amount
January 4, 2016	Membership dues for calendar year 2016	$2,391.00
	Optional litigation surcharge (4%)	$95.64
	Total Amount	$2,486.64
	City of Rio Dell	
	Official Population 3,372	

Strategic Priorities for 2016

- Increase Funding for Critical Transportation and Water Infrastructure;
- Improve Housing Affordability; and
- Update the Local Government Tax Structure to Respond to the New Economy and Stimulate Economic Growth.

Our mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

League Membership - Your Best Investment

www.cacities.org

Please make checks payable to
LEAGUE OF CALIFORNIA CITIES
and mail to the Sacramento address above.

LEAGUE OF CALIFORNIA CITIES

LEAGUE MEMBERSHIP -- A GREAT INVESTMENT

Customized Return on Investment Report
December 2015

RIO DELL	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	Total
RIO DELL's Dues	2,344	2,344	2,344	2,344	2,344	2,344	2,344	2,391	18,799
VLF/PropertyTax Swap [1]	132,426	158,479	166,109	151,275	156,567	163,700	162,747	162,048	1,253,352
Prop. 42 (local streets)	28,298	31,063	⇩	⇩	⇩	⇩	⇩	⇩	59,361
HUTA state taking blocked		61,383	⇩	⇩	⇩	⇩	⇩	⇩	61,383
HUTA and Prop. 42 protected by Prop. 22 [2]			81,908	102,470	86,955	101,662	101,370	76,820	551,184
Property Tax loan securitized / prohibited by Prop. 22 [3]		35,497							35,497
VLF shift prohibited by Prop. 22 [4]			13,399						13,399
SB89 VLF Shift				-11,759	-11,508	-11,728	-11,982	-12,341	-59,318
Redevelopment TI protected by Prop. 22			0						0
Redevelopment Disolution (net of ROPS) [5]				>>>	0	<<<	<<<	<<<	0
Police Grants - Supplemental Budget									0
Pre-2004 Mandate Claims payment							0	919	919
Total Return	160,724	286,422	261,416	241,986	232,014	253,634	252,135	226,526	1,914,858
Rate of Return	69:1	122:1	112:1	103:1	99:1	108:1	108:1	95:1	102:1

1. Net gain in revenues by virtue of the VLF/Property Tax Swap. Growth in PropTax in Lieu of VLF versus estimated growth in VLF had it remained.
2. Prop. 22 ended the Legislature's ability to borrow or delay HUTA and Prop. 42 gas tax funds.
3. Prop. 22 ended the Legislature's ability to borrow local property taxes. The FY09-10 loan was securitized. Under Prop1A('04) another borrowing could have occurred in 3 years.
4. Prop. 22 ended the Legislature's ability to shift revenue allocations from the 0.65% state Vehicle License Fee.
5. Actual redvelopment TI from RPTTF returned to affected taxing agencies other than the city through Sept 2013.

~ ~ ~ ~ ~

Our mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

League of California Cities
2016 Dues Schedule

For cities having a population of:				2008-2015 Dues	2016 Increase	2016 Dues
1	to	500	. . .	$72	$1	$73
501	to	600	. . .	191	4	195
601	to	700	. . .	381	8	389
701	to	800	. . .	417	8	425
801	to	900	. . .	500	10	510
901	to	1,000	. . .	586	12	598
1,001	to	1,250	. . .	732	15	747
1,251	to	1,500	. . .	879	18	897
1,501	to	1,750	. . .	1,025	21	1,046
1,751	to	2,000	. . .	1,172	23	1,195
2,001	to	2,250	. . .	1,318	26	1,344
2,251	to	2,500	. . .	1,465	29	1,494
2,501	to	2,750	. . .	1,611	32	1,643
2,751	to	3,000	. . .	1,758	35	1,793
3,001	to	4,000	. . .	2,344	47	2,391
4,001	to	5,000	. . .	2,929	59	2,988
5,001	to	7,500	. . .	3,953	79	4,032
7,501	to	10,000	. . .	4,562	91	4,653
10,001	to	15,000	. . .	5,507	110	5,617
15,001	to	20,000	. . .	6,342	127	6,469
20,001	to	25,000	. . .	7,940	159	8,099
25,001	to	30,000	. . .	9,534	191	9,725
30,001	to	40,000	. . .	11,736	235	11,971
40,001	to	50,000	. . .	14,278	286	14,564
50,001	to	60,000	. . .	16,447	329	16,776
60,001	to	70,000	. . .	18,076	362	18,438
70,001	to	80,000	. . .	18,988	380	19,368
80,001	to	90,000	. . .	20,240	405	20,645
90,001	to	100,000	. . .	22,172	443	22,615
100,001	to	125,000	. . .	25,288	506	25,794
125,001	to	150,000	. . .	27,836	557	28,393
150,001	to	200,000	. . .	31,636	633	32,269
200,001	to	500,000	. . .	33,220	664	33,884
			Plus	1,585	32	1,617
				per each full 10,000 of population over 200,001		
500,001	to	640,000		80,637	1,613	82,250
			Plus	1,465	29	1,494
				per each full 10,000 of population over 500,001		
	Over	640,000		100,476	2,010	102,486

A bylaws provision states that no city's dues may increase by more than $5,000.

League of California Cities®
2015 ANNUAL REPORT

The wise saying "the whole is greater than the sum of its parts" applies to the 473-member League of California Cities®.

At 118 years strong, the organization in 2015 achieved success through the combined engagement of mayors, council members, department directors and staff of our member cities, the League's regional divisions, policy committees, the League board officers and directors and the contributions of the dedicated League staff. The numbers presented in this 2015 Annual Report reflect the results of the League's strategic efforts to advocate, inform members, the public and lawmakers on issues of greatest concern to California cities, showcase best practices at the local level and educate city leaders.

Legislative Advocacy

2,772 BILLS INTRODUCED of which, the League monitored, tracked and engaged on **1,291**.

70 CITY OFFICIAL MEETINGS with legislators and legislative staff arranged by League staff.

17 of 21 League-supported bills signed by Governor Jerry Brown.

465 MEMBERS combined from **8** policy committees that met **3** to **4** times.

146 Alumni of the League's California Civic Leadership Institute® between 2005-2015, including **17** in 2015.

164 League Members downloaded new legislative advocacy app.

Legal Advocacy

54 friend-of-the-court briefs/letters approved for filing in California appellate courts and Attorney General; and League is petitioner on behalf of cities or provided financial support in **3** additional cases.

Information

105 ISSUES of *CA Cities Advocate* e-newsletter with **8,430** subscribers and average of **37** articles/month.

139,300 visitors to **www.cacities.org** → **13% increase** from 2014.

62,400 unique visitors to news article pages on **www.cacities.org**.

1,000+ subscribers to *Local News RoundUp* who receive biweekly city-focused news clips.

18 ACTIVE LEAGUE LISTSERVS 9,591 subscribers for city officials to discuss city-focused issues.

6,700 Twitter followers with an average of **139** tweets and an average of **68,855** monthly impressions.

2,500 FACEBOOK LIKES

150+ PRESS INQUIRIES

25 new resources from the Institute for Local Government (ILG); **2** new resource centers *(Cap-and-Trade and Recycling)*.

2,200 ILG resources downloaded monthly from **www.ca-ilg.org**.

12 issues of *Western City* magazine published, totaling **392** pages.

100,000 visitors to **www.westerncity.com**.

Recognitions Given

3 LEGISLATORS OF THE YEAR

6 Legislators recognized with new Distinguished Legislative Leadership Award.

13 Helen Putnam Award-winning cities exemplifying best practices in city innovation.

30 cities honored with Institute for Local Government Beacon Awards for sustainability efforts.

Education

1,773 Annual Conference & Expo attendees.

273 Exhibitors at the Annual Conference, including **84** first-time exhibitors.

8 municipal department meetings with a total of **2,665** participants.

23 webinars on a wide range of topics with **3,514** webinar sites and **10+** participants/site.

Financial Resources for Cities

CSCDA > $1.25 billion Issuance of tax-exempt bonds and tax credits for cities/community nonprofits. **www.cscda.org**.

US Communities > 345 cities saved **$4.2 million** using purchasing portal with group discounts on goods and services. **www.uscommunities.org/lcc**.

CalTrust > $2.17 billion in pooled investment of public funds at attractive rates. **www.caltrust.org**.

League of California Cities®
1400 K Street, Suite 400, Sacramento, CA 95814
Phone: (916) 658-8200 | www.cacities.org

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

January 19, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Authorizing the City Manager to Sign Amended Scope of Services for City Engineering Services with an Update from the City Engineer

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation and authorize the City Manager to sign the amended scope of services for city engineering services.

BACKGROUND AND DISCUSSION

The City's engineering firm, GHD, will provide an update on the Metropolitan Wells Project and water system capital improvement planning. In addition to this regular update, there have been some changes at GHD which require the City's attention.

In June of 2013 the City Manager signed a professional services agreement with GHD Inc. for engineering services and an attached Scope of Services. Among the stipulations of the Scope of Services was the designation of Mr. Merritt Perry as Rio Dell's designated engineer. Mr. Perry left employment at GHD Inc. in August of 2014 and is unavailable to serve the city of Rio Dell as its engineer. A similar agreement was approved with the Council in January of 2015, this time specifically designating Mr. Jesse Willor specifically as the City's designated engineer. Mr. Willor left GHD's employment in October of last year.

This item would amend and update the Scope of Services to reflect a broader team at GHD who will work on the City's needs. This agreement also provides a broader series of discounted rates for the City to be charged moving forward.

ATTACHMENTS:

June 3, 2013 Professional Services Agreement
January 2, 2015 Amended Scope of Services
January 15, 2016 Proposed Amended Scope of Services
Current GHD Fee Schedule
Draft City Engineer's Update Powerpoint
///

CITY OF RIO DELL
PROFESSIONAL SERVICES AGREEMENT
FOR CITY ENGINEER SERVICES

This Agreement ("Agreement") for professional services is made on June 3, 2013 between the City of Rio Dell, a California municipality ("City"), and GHD Inc. ("Consultant").

1. **Scope of Services.** Consultant shall provide to City the professional services described in the Scope of Services, attached hereto as **Attachment A** and incorporated herein (the "Services"). Only the City's governing body or the City Manager may authorize any change or addition to the Scope of Services specified in Attachment A.

2. **Term.** This Agreement shall become effective on June 3, 2013 and shall terminate upon the full and satisfactory completion of the Services unless terminated sooner in accordance with Section 11 of this Agreement. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

3. **Compensation.** For the full and satisfactory completion of the Services, City shall compensate Consultant on a Time and Materials as needed basis as described in **Attachment A**.

4. **Not Used**

5. **Payment.** City shall pay Consultant for services satisfactorily provided during each calendar month following within thirty (30) days following City receipt and approval of a detailed invoice. The invoice must include, at a minimum:

   5.1 A description of the specific Services provided,

   5.2 the name of the individual providing the Services,

   5.3 the date(s) upon which the Services were provided,

   5.4 the time spent providing the Services,

   5.5 the amount due for the Services and the basis for calculating the amount due, and

   5.6 an itemized summary of Allowable Reimbursable Expenses.

6. **Independent Contractor.** The parties agree that Consultant shall act as an independent contractor under this Agreement and shall have control of its work and the manner in which it is performed. Consultant is not an employee of City and

is not entitled to participate in any health, retirement, or similar employee benefits from the City.

7. Consultant's Warranties.

7.1 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with generally accepted professional practices and standards for Consultant's profession in the state.

7.2 Consultant warrants that all Services provided under this Agreement shall be performed in accordance with applicable federal, state, and local laws and regulations, including, but not limited to, conflict of interest laws.

7.3 Consultant warrants that Consultant has no present interest which would conflict in any manner with the performance of Services on the City's behalf.

8. Notice. Any notice, billing, or payment required by this Agreement must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a .pdf (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

City:	Consultant:
City of Rio Dell 675 Wildwood Ave. Rio Dell, CA 95562 Ph: (707) 764-3532 Attention: City Manager	GHD 718 Third Street Eureka, CA 95501 Ph: 707-443-8326 Attention: Office Manager

9. Indemnity. The services provided under this agreement by Consultant are "design professional" services as used and defined in Civil Code section 2782.8.

9.1 To the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, its governing body, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature which arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification

obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents or employees under Workers' Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement.

10. Insurance. Before providing any services under this Agreement, Consultant shall be required to procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of Consultant and its employees or subcontractors relating to or arising from the performance of services under this Agreement, and must remain in full force and effect at all times during the term of the Agreement. All required insurance must be issued by an insurer licensed to do business in the State of California, and each such insurer must have an A.M. Best financial strength rating of "A" or better and a financial size rating of "VIII" or better. If Consultant fails to provide any of the required coverage, City may, at its sole discretion, purchase such coverage at Consultant's expense and deduct the cost from payments due to Consultant.

10.1 The following insurance policies and limits are required for this Agreement:

10.1.1 **Commercial General Liability Insurance ("CGL").** The CGL policy shall be issued on an occurrence basis, written on a comprehensive general liability form, and shall include coverage for liability arising from Consultant's acts or omissions in the performance of services under this Agreement with limits of at least two million dollars ($2,000,000.00) per occurrence. The CGL policy must name City as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and must protect City, its officers, employees, and agents against any and all liability for personal injury, death, or property damage or destruction arising directly or indirectly in the performance of the Agreement. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

10.1.2 **Automobile Insurance.** The automobile liability insurance shall cover bodily injury and property damage in an amount no less than one million dollars ($1,000,000.00) combined single limit for each occurrence, including owned, hired, and non-owned vehicles.

10.1.3 **Workers' Compensation Insurance and Employer's Liability.** The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, with limits of at least two million dollars ($2,000,000.00). If Consultant is self-insured, Consultant shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

10.1.4 **Professional Liability.** This insurance must insure against Consultant's errors and omissions in the provision of services under this Agreement, in an amount no less than two million dollars ($2,000,000.00) combined single limit.

10.2 Each certificate of insurance must state that the coverage afforded by the policy or policies shall not be reduced, cancelled or allowed to expire without at least thirty (30) days written notice to City, unless due to non-payment of premiums, in which case at least ten (10) days written notice shall be made to City.

10.3 Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against City.

10.4 The CGL policy must include the following endorsements:

10.4.1 The inclusion of more than one insured shall not operate to impair the rights of one insured against another, and the coverages afforded shall apply as though separate policies have been issued to each insured.

10.4.2 The insurance provided is primary and no insurance held or owned by City shall be called upon to contribute to a loss.

11. Dispute Resolution. In the event that any dispute arises between the parties in relation to this Agreement, the parties agree to meet face to face as soon as possible to engage in a good faith effort to resolve the matter informally. In the event that any dispute arises between the parties in relation to this Agreement, and the dispute is not resolved by informal discussions, the parties agree to submit the dispute to mediation.

11.1 Either party may give written notice to the other party of a request to submit a dispute to mediation, and a mediation session must take place within sixty (60) days after the date that such notice is given, or sooner if reasonably practicable. The parties shall jointly appoint a mutually acceptable mediator. The parties further agree to share equally the costs

of the mediation, except costs incurred by each party for representation by legal counsel.

11.2 Good faith participation in mediation pursuant to this Section is a condition precedent to either party commencing litigation in relation to the dispute.

12. Early Termination.

12.1 **Termination for Convenience.** City may terminate this Agreement for convenience by giving fourteen (14) calendar days written notice to Consultant. In the event City elects to terminate the Agreement without cause, it shall pay Consultant for services satisfactorily provided up to that date that such notice of termination is given.

12.2 **Termination for Cause.** If either party breaches this Agreement by failing to timely or satisfactorily perform any of its obligations or otherwise violates the terms of this Agreement, the other party may terminate this Agreement by giving written notice seven (7) calendar days prior to the effective date of termination, specifying the reason and the effective date of the termination. Consultant shall be entitled to payment for all services satisfactorily provided up to the effective date of termination, except that the City may deduct from that payment the amount of costs the City incurred, if any, because of Consultant's breach of the Agreement.

13. Work Product. City shall be the sole owner of all rights to any work product in any form which has been prepared by Consultant on City's behalf pursuant to this Agreement, unless otherwise specified in writing by the parties.

14. General Provisions.

14.1 **Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this Agreement, in part or in whole, without the other party's prior written consent. This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto.

14.2 **Third Party Beneficiaries.** There are no intended third party beneficiaries to this Agreement.

14.3 **Nondiscrimination.** Consultant shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

14.4 **Choice of Law and Venue.** This Agreement shall be governed by California law, and venue shall be in the Superior Court for the county in which City is located, and no other place.

14.5 **Severability.** If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.

14.6 **Amendment.** No amendment or modification of this Agreement shall be binding unless it is in a writing duly authorized and signed by the parties to this Agreement.

14.7 **Provisions Deemed Inserted.** Every provision of law required to be inserted in this Agreement shall be deemed to be inserted, and this Agreement shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this Agreement shall be amended to make the insertion or correction.

14.8 **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this Agreement and supersedes all prior written or oral understandings or agreements of the parties.

14.9 **Attachments.** If any provision in any attachment to this Agreement conflicts with or is inconsistent with the provisions set forth in the body of this Agreement, the provisions set forth in the body of this Agreement shall control over the conflicting or inconsistent provisions in the attachment.

14.10 **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

14.11 **Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance,

and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

14.12 **Headings.** The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

14.13 **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

14.14 **Authorization.** Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.

The parties agree to this Agreement as witnessed by the signatures below:

CITY:	CONSULTANT:
RIO DELL	GHD
s/	s/
JAMES STRETCH	STEVE MCHANE
Name/Title [print]	Name/Title [print]
Date: 6-9-13	Date: 6-14-13

Attachments:

Attachment A: **Scope of Services**
Attachment B: **Consultant's Fee Schedule**

Exhibit A

City of Rio Dell
City Engineer

Scope of Services
June 3, 2013

INTRODUCTION

The services under this agreement are for GHD to provide Contract City Engineering services to the City, with Merritt Perry designated as the City Engineer. The City Engineer will report to the City Manager, and work on behalf of the City and City Council. Typically the City Engineer services will include various engineering reviews, attendance at staffing and Council meetings, regulatory agency meetings, summary memos to the council, and design, bidding and construction management assistance for various capital improvement plan projects, and other related City Engineering services as requested by the City. The City Engineer tasks will typically be completed by Merritt Perry, but may require incidental assistance from others at GHD. If a project requires greater effort or warrants individual tracking for funding or other reasons, a separate scope, budget, and schedule will be developed and used for that project. The designation of Merritt Perry as the City Engineer will not be changed without the consent of the City.

SCOPE OF SERVICES

The scope of services is to provide City Engineering services including engineering, environmental, and related services as requested by the City. To help the City Manager track the efforts of the City Engineer, the following project phases will be set up and used to track time charged and to organize the related charges on invoices:

- Development Reviews
- Water System
- Wastewater System
- Roads and Trails
- Drainage
- Council and Staff Meetings
- Miscellaneous

For each of the above phases, notes will provided for each time entry with a description of the work completed.

As requested by the City, sub-phases will be set up and tracked for specific projects or assignments so that project specific tasks can be tracked separately.

COMPENSATION

Merritt Perry, as the designated City Engineer, will be billed on a time and materials basis at a special hourly rate of $120 per hour plus expenses/consumables when working as the City Engineer. Mr. Perry will not charge the City for travel time to and from the City. Mr. Perry's

special rate can be reviewed and adjusted annually, upon mutual written agreement between the City and GHD. Remaining GHD staff supporting Mr. Perry will be billed on a time and materials basis as needed using the fee schedule in effect at the time the work is performed. Services will be provided as requested by the City. Invoices will be prepared monthly with notes indicating what the services were for so the City can seek reimbursement from applicants and others when the requested services are reimbursable. Invoices will be sent to the attention of the City Manager, with a copy sent to the Director of Public Works and the Assistant City Engineer/Engineering Technician. Invoices 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.

SCHEDULE

The scope of services presented above will be completed on an on-going basis, as long as GHD is the City designated Contract City Engineer.

AGREED

City of Rio Dell

6-9-13

Jim Stretch, City Manager, Date

GHD Inc.

6-19-13

Steve McHaney, Managing Principal, Date

Rio Dell Accounting Tracking Number

_____

Exhibit B

FEE SCHEDULE - Eureka Office
(Effective July 2012)

Hourly Rates

Manager 1	$ 235.00
Manager 2	220.00
Manager 3	210.00
Principal Professional 1	195.00
Principal Professional 2	185.00
Senior Professional 1	165.00
Senior Professional 2	145.00
Professional 1	130.00
Professional 2	115.00
Professional 3	100.00
Vacation Professional	75.00
Sr. Principal Tech Officer 2	145.00
Principal Tech Officer 1	130.00
Principal Tech Officer 2	120.00
Senior Tech Officer 1	115.00
Senior Tech Officer 2	100.00
Drafter 1	85.00
Drafter 2	75.00
Trainee Drafter	65.00
PT/Principal Admin Officer	235.00
Principal Admin Officer	150.00
Senior Admin Officer	95.00
Admin Officer 1	85.00
Admin Officer 2	75.00
Admin Officer 3	65.00
Principal Service Group Support	160.00
Senior Service Group Support	105.00
Service Group Support 1	90.00
Service Group Support 2	80.00
Service Group Support 3	65.00
Sr. Construction Manager	215.00
Construction Manager	195.00
Principal Site Engineer	165.00
Sr. Site Engineer	130.00
Site Engineer	115.00
Senior Inspector	100.00
Inspector	80.00
Chainman	55.00
Clerical	55.00

Employee time will be billed in accordance with the fees listed above. These rates are subject to change on a semi-annual basis. For other than professional employees, time spent over 8 hours per day, time spent on swing shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Work on Sundays will be charged at 2.0 times the hourly billing rate and holiday work will be charged at 2.5 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Expenses and other similar project related costs are billed out at cost plus 15%. The cost of using equipment and specialized supplies is billed on the basis of employee hours dedicated to projects. Our rates are:

A.	Office consumables	$6.00/hr
B.	Environmental Dept/Construction Inspector consumables	$11.00/hr
C.	Survey Field consumables	$15.00/hr
D.	Various Environmental, Construction and Land Surveying Equipment	At market

Payment for work and expenses is due and payable upon receipt of our invoice. Amounts unpaid thirty (30) days after the issue date of our invoice shall be assessed a service charge of one and one half (1.5) percent per month.

(*) *These rates do not apply to forensic-related services or to work for which Prevailing Wage obligations exist. It is the responsibility of the client to notify GHD Inc in writing if Prevailing Wage obligations are applicable, in which case the fees will be adjusted proportionate to the increase in labor cost.*

01061-8410747

Exhibit A

City of Rio Dell
City Engineer

Scope of Services
January 2, 2015

INTRODUCTION

The services under this agreement are for GHD to provide Contract City Engineering services to the City, with Jesse Willor designated as the City Engineer and primary contact person for GHD. The City Engineer will report to the City Manager, and work on behalf of the City and City Council. Typically the City Engineer services will include various engineering reviews, attendance at staffing and Council meetings, regulatory agency meetings, summary memos to the council, and design, bidding and construction management assistance for various capital improvement plan projects, and other related City Engineering services as requested by the City. The City Engineer tasks will typically be completed by Jesse Willor, but may require incidental assistance from others at GHD. If a project requires greater effort or warrants individual tracking for funding or other reasons, a separate scope, budget, and schedule will be developed and used for that project. The designation of Jesse Willor as the City Engineer will not be changed without the consent of the City.

SCOPE OF SERVICES

The scope of services is to provide City Engineering services including engineering, environmental, and related services as requested by the City. To help the City Manager track the efforts of the City Engineer, the following project phases will be set up and used to track time charged and to organize the related charges on invoices:

- Development Reviews
- Water System
- Wastewater System
- Roads and Trails
- Drainage
- Council and Staff Meetings
- Miscellaneous

For each of the above phases, notes will provided for each time entry with a description of the work completed.

As requested by the City, sub-phases will be set up and tracked for specific projects or assignments so that project specific tasks can be tracked separately.

COMPENSATION

Jesse Willor, as the designated City Engineer, will be billed on a time and materials basis at a special hourly rate of $120 per hour plus expenses/consumables when working as the City Engineer. Mr. Willor will not charge the City for travel time to and from the City. Mr. Willor's

GHD Inc.
718 Third Street Eureka CA 95501 USA
T 1 707 443 8326 F 1 707 444 8330 E eureka@ghd.com W www.ghd.com

special rate can be reviewed and adjusted annually, upon mutual written agreement between the City and GHD. Remaining GHD staff supporting Mr. Willor will be billed on a time and materials basis as needed using the fee schedule in effect at the time the work is performed. Services will be provided as requested by the City. Invoices will be prepared monthly with notes indicating what the services were for so the City can seek reimbursement from applicants and others when the requested services are reimbursable. Invoices will be sent to the attention of the City Manager, with a copy sent to the Director of Public Works and the Assistant City Engineer/Engineering Technician. Invoices 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.

SCHEDULE

The scope of services presented above will be completed on an on-going basis, as long as GHD is the City designated Contract City Engineer.

AGREED

City of Rio Dell		GHD Inc.	
1/6/15		3/18/15	
Kyle Knopp, City Manager,	Date	Steve Allen, Managing Principal,	Date

Rio Dell Accounting Tracking Number

_____

Attachment A

City of Rio Dell
City Engineer

Scope of Services
January 15, 2016

INTRODUCTION

The services under this agreement are for GHD to provide Contract City Engineering services to the City. This attachment relates to the Professional Services Agreement between the City of Rio Dell and GHD Inc. dated June 14, 2013. This Attachment A replaces the two previous versions dated June 14, 2014 and March 18, 2015.

City engineering services will be provided by a suite of designated staff at specialized rates. The City Engineering contact for a particular task will report to the City Manager, and work on behalf of the City and City Council. Typically the City Engineer services will include various engineering reviews, attendance at staffing and Council meetings, regulatory agency meetings, summary memos to the council, and design, bidding and construction management assistance for various capital improvement plan projects, and other related City Engineering services as requested by the City. The City Engineer tasks will typically be completed by the primary City Engineering contact, but may require assistance from others at GHD. If a project requires greater effort or warrants individual tracking for funding or other reasons, a separate scope, budget, and schedule will be developed and used for that project.

SCOPE OF SERVICES

The scope of services is to provide City Engineering services including engineering, environmental, and related services as requested by the City. To help the City Manager track the efforts of the City Engineer, the following project phases will be set up and used to track time charged and to organize the related charges on invoices:

- Development Reviews
- Water System
- Wastewater System
- Roads and Trails
- Drainage
- Council and Staff Meetings
- Miscellaneous

For each of the above phases, notes will be provided for each time entry with a description of the work completed.

As requested by the City, sub-phases will be set up and tracked for specific projects or assignments so that project specific tasks can be tracked separately.

COMPENSATION

Effort will be billed on a time and materials basis. Exhibit A to this scope provides a special rate table for designated primary and secondary City engineering staff contacts. Remaining GHD staff supporting effort under this contract will be billed on a time and materials basis as needed using the fee schedule in effect at the time the work is performed. GHD will not charge the City for travel time to and from the City. Exhibit A to this contract with primary and secondary contacts and special rates will be reviewed and adjusted annually or as needed, upon mutual written agreement between the City and GHD. Services will be provided as requested by the City. Invoices will be prepared monthly with notes indicating what the services were for so the City can seek reimbursement from applicants and others when the requested services are reimbursable. Invoices will be sent to the attention of the City Manager. Invoices 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.

SCHEDULE

The scope of services presented above will be completed on an on-going basis, as long as GHD is the City designated Contract City Engineer.

AGREED

City of Rio Dell

GHD Inc.

_____

Kyle Knopp, City Manager, Date

_____

Steve McHaney, Managing Principal, Date

Rio Dell Accounting Tracking Number

_____

Exhibit A Designated City Engineering Staff and Rates

Table A.1 Designated City Engineering Staff		
Service Line	**Primary Contact**	**Secondary Contact**
City Engineering	Rebecca Crow Rebecca.crow@ghd.com	Josh Wolf Josh.wolf@ghd.com
Water/ Wastewater Treatment	Rebecca Crow Rebecca.crow@ghd.com	Steve McHaney Steve.mchaney@ghd.com
Roads/Traffic/Civil Engineering	David Caisse David.caisse@ghd.com	Josh Wolf Josh.wolf@ghd.com
Structural Engineering	Susan O'Gorman Susan.ogorman@ghd.com	Brian Crowell Brian.crowell@ghd.com
CEQA / NEPA/ Permitting	Misha Schwarz Misha.schwarz@ghd.com	James Alcorn James.alcorn@ghd.com
Hazardous Materials	Jed Douglas Jed.douglas@ghd.com	Misha Schwarz Misha.schwarz@ghd.com
Industrial Hygiene	Scott Harris Scott.harris@ghd.com	Misha Schwarz Misha.schwarz@ghd.com

Table A.2 Designated City Engineering Staff Charge Out Rates			
Name	**US Standard Rate ($/ hour)**	**Proposed City Engineer Rate ($/ hour)**	**% discount**
Rebecca Crow	$166	$125	-25%
Josh Wolf	$161	$125	-22%
Steve McHaney	$210	$175	-17%
David Caisse	$151	$125	-17%
Susan O' Gorman	$151	$130	-14%
Brian Crowell	$151	$130	-14%
Misha Schwarz	$177	$135	-24%
James Alcorn	$145	$125	-14%
Jed Douglas	$156	$130	-17%
Scott Harris	$115	$115	0%
*** PLUS CONSUMABLES**			

2015 USA Fee Schedule

Principals:	$181.00 - $206.00
Associates:	$160.00 - $185.00
Specialist:	$166.00 - $206.00
Engineers:	
♦ Level A	$109.00
♦ Level B	$119.00
♦ Level C	$129.00 - $149.00
♦ Level D	$154.00 - $164.00
♦ Level E	$169.00 - $179.00
Geologists/Hydrogeologists:	
♦ Level A	$109.00
♦ Level B	$119.00
♦ Level C	$129.00 - $149.00
♦ Level D	$154.00 - $164.00
♦ Level E	$169.00 - $179.00
Environmental Chemists/Scientists/Planners:	
♦ Level A	$103.00
♦ Level B	$114.00
♦ Level C	$124.00 - $134.00
♦ Level D	$144.00 - $154.00
♦ Level E	$169.00 - $179.00
Industrial Hygienists/Safety Professionals:	
♦ Level A	$104.00
♦ Level B	$114.00
♦ Level C	$124.00 - $134.00
♦ Level D	$144.00 - $154.00
♦ Level E	$169.00 - $179.00
Information Technologists:	
♦ Level A	$103.00
♦ Level B	$114.00
♦ Level C	$124.00 - $134.00
♦ Level D	$144.00 - $154.00
♦ Level E	$169.00 - $179.00
Database Analysts:	
♦ Level A	$88.00
♦ Level B	$98.00
♦ Level C	$113.00 - $135.00
♦ Level D	$145.00 - $165.00
♦ Level E	$170.00 - $180.00
Technicians/Technologists:	
♦ Level A	$77.00
♦ Level B	$93.00
♦ Level C	$108.00
♦ Level D	$119.00 - $139.00
♦ Level E	$149.00 - $159.00
Draft/CADD:	
♦ Level A	$72.00
♦ Level B	$82.00
♦ Level C	$93.00
♦ Level D	$103.00
♦ Level E	$113.00
Technical Apprentices:	$77.00 - $87.00
Administrative Support:	$62.00

City Engineer Update

- Metropolitan Wells Project
- Water System Capital Improvement Planning

Metropolitan Wells Project

Progress

- April 2015 Monitoring Wells installed and Well Cleaning Completed
- July 2015 DWR Prop 84 Grant Contract Signed
- July 2015 Preliminary Design Complete
- September 2015 USDA ECWAG Obligated to Project
- January 2016 60% Design Complete

Funding Source	Budget
DWR Prop 84 Grant	$783,000
ECWAG	$373,200
City Contribution	$57,000
Total	$1,213,200

Metropolitan Wells Project

Next Steps

- January 2016 60% Design Review
- March 2016 Final Design Complete
- April/ May 2016 Bidding
- June/ July 2016 Construction Start
- Sept/ Oct 2016 Construction Completion

Water System Capital Improvement Planning

- Recent water rate change provides the City more funding options
- New projects can be submitted to the State for Funding
- Review 2015 Capital Improvement Plan (CIP) Projects

Water System Capital Improvement Planning

Water System Priority Projects	2014 Capital Cost
Infiltration Gallery Extension	$1,000,000
Replacement of Distribution Piping (2" or smaller)	$500,000
Painter Street Tank Replacement	$300,000
Water Meters	$320,000
Miscellaneous Equipment	$210,000
Total	$2,330,000

Questions?

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: cm@riodellcity.com

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
January 19, 2016

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Woodcox, Finance Director

DATE: January 19, 2016

SUBJECT: Discussion/possible action on the City's contribution of Transient Occupancy Tax (TOT) revenues to Rio Dell/Scotia Chamber of Commerce (Chamber), and discussion/possible action to designate previously budgeted appropriations from economic development

---

OPTIONS

1. Approve a contribution to the Chamber of 10 to 25% of the City's receipt of TOT revenues, and allow the City Manager to sign a contractual agreement between the City and the Chamber that outlines all stipulations and understandings in regards to TOT contributions.

2. Approve an allocation of $2,000 to the Chamber from current appropriations budgeted for economic development, allowing the City Manager to negotiate a proposal from the Chamber that outlines how the funds will be spent to address economic development within Rio Dell.

3. Take no action towards contributing TOT revenue or economic development appropriations to the Chamber of Commerce.

RECOMMENDATION

1. Staff recommends that the Council approve an allocation of $2,000 to the Chamber of Commerce pending the City Manager's acceptance of a proposal from the

Chamber that outlines how the funds will be spent to address economic development within Rio Dell;

2. Staff further recommends that the funds be transferred from already approved budget appropriations for economic development;
2. Staff also recommends that any on-going allocations be discussed during the 2016-2017 budget process.

BUDGETARY IMPACT

The budgetary impact to the general fund is dependent on Council action. If Council chooses the option to designate a portion of TOT revenues (Option 1), an additional budget appropriation in the general fund will be necessary; if Council chooses to appropriate $2,000 in already budgeted appropriations (Option 2) then a transfer of $2,000 from the capital projects budget to the Council budget will be required.

BACKGROUND AND DISCUSSION

At a regularly scheduled Council meeting on November 17, 2015 staff had recommended that the Council take no action towards contributing TOT revenue to the Rio Dell/Scotia Chamber of Commerce due to serious general fund budget constraints. Council requested that the item be brought back in January.

TOT is a general fund revenue source and averages $11,000 per year (1% of general fund). Last year, TOT revenues county-wide showed an increase of 10%. The 2015-2016 budget, when adopted, included a budget deficit in the general fund. Despite any revenue gains, including Measure U, revenues did not completely cover budgeted appropriations. In addition, 60% of general fund revenues go towards police protection services. These services are fundamental in contributing to the community's overall safety and welfare.

Staff recommends that the City Council approve appropriations in the amount of $2,000 that have already been budgeted for economic development. Staff also recommends that funds be disbursed upon receipt and approval through the City Manager of the Chamber's submission of a proposal that outlines how these funds will be spent specifically towards the economic development of the City of Rio Dell. Further, staff recommends that the item to designate any on-going allocations be discussed during the 2016-2017 budget process.

Attachment: Timeline of Chamber Contributions

Timeline of Chamber Contributions

January, 2006	-	$500.00 annual contribution from TOT for 2006
2008	-	10% of TOT revenue on quarterly basis (until 2010) City Council agreed to contribution of 10% for 1st quarter of FY 2010-2011 then review activity
November 2010	-	Council agreed to resume 10% contribution contingent upon Chamber providing financial/ treasurer reports. Jim Rich (President) withdrew request
July, 2013	-	Council approved $6,250 contribution for a 25% cash match for Headwaters Grant

Total contributions from 2006 to present - $8,266.93

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

January 19, 2016

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Adoption of Resolution 1285-2016 Amending the City of Rio Dell Employee Handbook.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Adopt Resolution 1285-2016 with "Attachment A" and "Attachment B" amending the employee handbook.

BACKGROUND AND DISCUSSION

From time to time, the Rio Dell Employee Handbook requires updating. Two pressing issues are at hand.

(1) "Attachment A" of Resolution 1285-2016 authorizes changes to Section 3.24 of the handbook pertaining to nepotism, adding in-law relationships to the definitions of Section 3.24.

(2)"Attachment B" drafted by the City Attorney addresses the issue of sick leave for City employees.

The State of California has enacted the Healthy Workplaces, Healthy Families Act of 2014 (AB1522). The new legislation sets a baseline right to receive sick leave for all employees. Beginning on July 1, 2015 employers must provide paid sick leave for employees covered under AB 1522. Since July 1, 2015 to the current day, all city employees have been considered full-time and receive sick leave at a rate of 3.69 hours per pay period, or roughly one eight hour day per month; thus this new legislation has not applied to any city employees. However, it is anticipated that the City may recruit for a part-time position in the near future.

Under the proposed change (Attachment B) to Section 5.15 of the handbook, "part time" employees will be credited ("frontloaded") twenty-four (24) hours or three (3) days of sick leave for the calendar year of July 1, 2015, to June 30, 2016, and will receive twenty-four (24) hours or three (3) days of sick leave each year thereafter. All sick leave for these part-time employees will be based on a calendar year of July 1st through June 30th.

All new part time hires after July 1, 2015, will receive twenty-four (24) hours or three (3) days of sick leave upon hire. The sick leave for a part time employee is only accessible after 90 days of employment.

For the exclusive purposes of sick leave, a "full time" employee is one who is scheduled to work 32 hours weekly or more. This clarification covers all current employees who have been receiving sick leave at the 3.69 hours per-pay-period level, including the Community Development Director who is scheduled to work a 32 hour workweek. Employees scheduled to work fewer than 32 hours will fall under the category of "part-time" where it concerns sick leave.

There is no accumulation of sick leave. The City will not provide compensation to part time employees for unused paid sick days upon termination, resignation, retirement, or other separation from employment.

This amendment complies with the requirements of AB 1522 and other related sick leave law. Again, for all current employees, there are no changes.

AB 1522 also presents cities with the ability to adopt an accrual method of providing baseline sick leave benefits, roughly at 1 hour for every 30 worked. At this time the accrual system is beyond the capability of the city's finance software and thus would require an investment of time and money to realize. Because of this, staff is not recommending this option and the City Attorney was not asked to develop a draft policy for Council review.

///

RESOLUTION NO. 1285-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL ADOPTING AMENDMENTS TO THE EMPLOYEE HANDBOOK

WHEREAS, the Employee Handbook is used as a fair and equitable rule book for personnel management in municipal government, and

WHEREAS, the intent of the Employee Handbook is to provide clear guidance to employees and management, and

WHEREAS, the Employee Handbook was approved by the Rio Dell City Council on July 10, 2012 via Resolution 1065-2012 and further amended on January 3, 2013 via Resolution 1185-2013, and

WHEREAS, rules in the handbook have need for amendment from time to time.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell does hereby adopt amendments to the City of Rio Dell Employee Handbook attached hereto as "Attachment A" and "Attachment B" to the City Council staff report of this same date,

PASSED AND ADOPTED by the City Council of the City of Rio Dell on January 19, 2016 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No. 1285 -2016 adopted by the City Council of the City of Rio Dell on January 19, 2016.

_____
Karen Dunham, City Clerk

ATTACHMENT "A"

AMENDMENTS TO EMPLOYEE HANDBOOK

1-19-2016

3.24 NEPOTISM

Definitions of Relationships:

Relative – An employee's parent, step-parent, spouse, domestic partner, significant other, child (native, adopted or step), sibling, immediate family in-law or grandparent.

ATTACHMENT "B"

AMENDMENTS TO EMPLOYEE HANDBOOK

1-19-2016

5.15 SICK LEAVE

For the purposes of the sick leave policy only, full time employees shall be defined as employees who are regularly scheduled to work 32 hours per week or more.

Formatted: Font: Not Bold, Not Italic

A. Sick Leave for Full-Time Employees

Sick leave with pay shall be granted by the City at a rate of 3.69 hours per payroll period. Payroll is every two weeks. ~~Temporary or intermittent employees or employees who work part-time shall not be entitled to sick leave.~~

~~An employee shall be allowed to use one half of their yearly accrual of sick leave for the illness or injury of a parent, child, spouse, or domestic partner. (Labor Code Sections 233 and 234)~~
Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed for the ~~in cases~~ diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member; or to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking as set forth under the Healthy Workplaces, Healthy Families Act of 2014 ("California Paid Sick Leave Law"). ~~of necessity or actual sickness, disability or bereavement leave. Sick leave may be used, with prior Supervisor's approval for dental, eye, and doctor appointments.~~ Family member is defined as a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; regardless of age or dependency status), a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling.

Employees may accumulate earned sick leave hours without limitations as to maximum number of sick hours accumulated. Holidays occurring during the first thirty (30) days of sick leave shall not be taken as days of sick leave. For the purposes of computing sick leave, each employee shall be considered to work not more than five (5) days each week, and the minimum sick leave chargeable in hourly increments.

Sick leave credit shall continue to accrue while an employee is on sick leave in excess of thirty (30) days or on worker's compensation leave.

In order to receive compensation while absent on sick leave, the employee shall notify his/her Department Head or any employee of the City Clerk's Department of the need for leave prior to or within one (1) working hour after the time set for beginning his/her daily duties or as may be otherwise specified by the employee's Department Head, except in cases where the need for leave is unforeseeable, in which case the employee must notify the City Clerk's Department as soon as practicable. The City Manager or the employee's Department Head may, if he/she deems it necessary, require of the employee a doctor's certificate of fitness to return to employment and fitness to perform the regular duties of the employee from any employee who

has taken three (3) or more consecutive days of sick leave or six (6) or more days during a thirty (30) day period. The Department Head shall not make unreasonable demands for such certification. The Department Head shall revoke pay and sick leave time if the employee has engaged in private or public work while on such leave. Misuse of sick leave privileges is grounds for disciplinary action.

If an employee has not recovered by the time his/her accumulated sick leave is exhausted, he/she may utilize accrued vacation; or a leave of absence without pay may be granted if requested by the employee in accordance with this Employee Handbook.

B. Sick Leave for Part-time, Temporary or Intermittent Employees

If ~~you~~ an employee works thirty (30) or more days within a year from the beginning of employment with the City, ~~you~~ the employee is~~are~~ entitled to paid sick leave upon ~~your~~ the employee's oral or written request. The City will provide paid sick leave for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, ~~you~~ the employee or the employee's~~your~~ family member; or

(2) ~~For specified purposes, if~~If the employee is ~~you are~~ a victim of domestic violence, sexual assault, or stalking, as set forth in the California Paid Sick Leave Law.

Family members include a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom ~~you~~ the employee stands in loco parentis; regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee~~yours~~ or the employee's~~your~~ spouse or registered domestic partner, or a person who stood in loco parentis when ~~you~~ the employee was~~were~~ a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling.

~~You~~ The employee will receive twenty-four (24) hours or three (3) days of sick leave for the calendar year of July 1, 2015, to June 30, 2016, and will receive twenty-four (24) hours or three (3) days of sick leave each year thereafter. All new hires after July 1, 2015, will receive twenty-four (24) hours or three (3) days of sick leave upon hire.

All sick leave will be based on a calendar year of July 1st through June 30th.

There is no accumulation of sick leave. The City will not provide compensation to ~~you~~ the employee for unused paid sick days upon termination, resignation, retirement, or other separation from employment.

The rate of pay shall be ~~your~~ the employee's hourly wage. If ~~you~~ the employee in the ninety (90) days of employment before taking accrued sick leave had a different hourly pay rate or ~~were~~ was a nonexempt salaried employee, then the rate of pay shall be calculated by dividing ~~your~~ the employee's total wages, not including overtime premium pay, by the total hours that ~~you~~ he or she worked in the full pay periods of the prior ninety (90) days of employment.

The City will provide each ~~of you~~employee with written notice that sets forth the amount of paid sick leave available for use on ~~your~~ the employee's itemized wage statement.

The Employee is entitled to use accrued paid sick days beginning on the ninetieth (90th) day of employment, after which day the employee may use paid sick days as they are accrued.

~~You~~ Employees are not required as a condition of using paid sick days to search for or find a replacement worker to cover the days during which employees~~you~~ use paid sick days.

The City will not deny ~~your~~ any employees' right to use accrued sick days, nor will ~~we~~ the City retaliate against, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against ~~you~~ any employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the Labor Commissioner, alleging a violation of the law pertaining to paid sick leave, cooperating in an investigation or prosecution of an alleged violation of the law pertaining to paid sick leave, or opposing any policy or practice or act that is prohibited by the law pertaining to paid sick leave.

ATTACHMENT "B"

AMENDMENTS TO EMPLOYEE HANDBOOK

1-19-2016

5.15 SICK LEAVE

For the purposes of the sick leave policy only, full time employees shall be defined as employees who are regularly scheduled to work 32 hours per week or more.

A. Sick Leave for Full-Time Employees

Sick leave with pay shall be granted by the City at a rate of 3.69 hours per payroll period Payroll is every two weeks.

Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member; or to obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking as set forth under the Healthy Workplaces, Healthy Families Act of 2014 ("California Paid Sick Leave Law"). Family member is defined as a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling.

Employees may accumulate earned sick leave hours without limitations as to maximum number of sick hours accumulated. Holidays occurring during the first thirty (30) days of sick leave shall not be taken as days of sick leave. For the purposes of computing sick leave, each employee shall be considered to work not more than five (5) days each week, and the minimum sick leave chargeable in hourly increments.

Sick leave credit shall continue to accrue while an employee is on sick leave in excess of thirty (30) days or on worker's compensation leave.

In order to receive compensation while absent on sick leave, the employee shall notify his/her Department Head or any employee of the City Clerk's Department of the need for leave prior to or within one (1) working hour after the time set for beginning his/her daily duties or as may be otherwise specified by the employee's Department Head, except in cases where the need for leave is unforeseeable, in which case the employee must notify the City Clerk's Department as soon as practicable. The City Manager or the employee's Department Head may, if he/she deems it necessary, require of the employee a doctor's certificate of fitness to return to employment and fitness to perform the regular duties of the employee from any employee who has taken three (3) or more consecutive days of sick leave or six (6) or more days during a thirty (30) day period. The Department Head shall not make unreasonable demands for such certification. The Department Head shall revoke pay and sick leave time if the employee has engaged in private or public work while on such leave. Misuse of sick leave privileges is grounds for disciplinary action.

If an employee has not recovered by the time his/her accumulated sick leave is exhausted, he/she may utilize accrued vacation; or a leave of absence without pay may be granted if requested by the employee in accordance with this Employee Handbook.

B. Sick Leave for Part-time, Temporary or Intermittent Employees

If an employee works thirty (30) or more days within a year from the beginning of employment with the City, the employee is entitled to paid sick leave upon the employee's oral or written request. The City will provide paid sick leave for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member; or

(2) If the employee is a victim of domestic violence, sexual assault, or stalking, as set forth in the California Paid Sick Leave Law

Family members include a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis; regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of the employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; and a sibling.

The employee will receive twenty-four (24) hours or three (3) days of sick leave for the calendar year of July 1, 2015, to June 30, 2016, and will receive twenty-four (24) hours or three (3) days of sick leave each year thereafter. All new hires after July 1, 2015, will receive twenty-four (24) hours or three (3) days of sick leave upon hire.

All sick leave will be based on a calendar year of July 1st through June 30th.

There is no accumulation of sick leave. The City will not provide compensation to the employee for unused paid sick days upon termination, resignation, retirement, or other separation from employment.

The rate of pay shall be the employee's hourly wage. If the employee in the ninety (90) days of employment before taking accrued sick leave had a different hourly pay rate or was a nonexempt salaried employee, then the rate of pay shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the total hours that he or she worked in the full pay periods of the prior ninety (90) days of employment.

The City will provide each employee with written notice that sets forth the amount of paid sick leave available for use on the employee's itemized wage statement.

The Employee is entitled to use accrued paid sick days beginning on the ninetieth (90th) day of employment, after which day the employee may use paid sick days as they are accrued.

Employees are not required as a condition of using paid sick days to search for or find a replacement worker to cover the days during which employees use paid sick days.

The City will not deny any employees' right to use accrued sick days, nor will the City retaliate against, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against any employee for using accrued sick days, attempting to exercise the right to use accrued sick days, filing a complaint with the Labor Commissioner, alleging a violation of the law pertaining to paid sick leave, cooperating in an investigation or prosecution of an alleged violation of the law pertaining to paid sick leave, or opposing any policy or practice or act that is prohibited by the law pertaining to paid sick leave.

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004311	12/02/2015	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	375.86
0004312	12/04/2015	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR 3.12 SOFTWARE PACKAGE	343.42
			DOCSTAR USER LICENSES & SYSTEM SOFTWARE	
0004313	12/04/2015	[2224] AQUA BEN CORPORATION	HYDROFLOC 851 275 GAL TOTE	2,954.88
0004314	12/04/2015	[3975] AT&T - 5709	INTERNET SERVICE FROM NOV 16, 2015 THRU DEC 1	55.90
0004315	12/04/2015	[5769] BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE FOR DECEMBER 2015	16,563.81
0004316	12/04/2015	[2285] CC MARKET (1)	18 BOTTLES BLEACH	77.57
			6 BOTTLES BLEACH	
0004317	12/04/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 11/13/15	120.00
0004318	12/04/2015	[2283] COASTAL BUSINESS SYSTEMS	KYO LASER PRINTER MAINTENANCE AGREEMENT 11/20	934.00
			MURATEC COPIER MAINTENANCE AGREEMENT 11/20/15	
0004319	12/04/2015	[3148] COUNTY OF HUMBOLDT	ASSESSOR PARCEL MAP UPDATES; MAP 53-15	6.50
0004320	12/04/2015	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR DECEMBER 2015	272.00
0004321	12/04/2015	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR THE MONTH OF NOVEMBER 2015	478.30
0004322	12/04/2015	[2393] FASTENAL COMPANY	125K BTU KEROSENE PORTABLE HEATER	341.40
0004323	12/04/2015	[2452] HORIZON BUSINESS PRODUCTS	COPIES OF CITY COUNCIL MEETING PACKETS	215.95
0004324	12/04/2015	[2474] HUMMEL TIRE & WHEEL, INC	FOUR TIRES FOR 2013 FORD INTERCEPTOR	648.78
0004325	12/04/2015	[5689] MENDES SUPPLY COMPANY	PINK LOTION HAND SOAP	101.97
0004326	12/04/2015	[2546] MERCER FRASER CO., INC.	23.34 TONS 3/4" AGGREGATE BASE	302.49
0004327	12/04/2015	[2410] NORTH COAST CLEANING SERVICES, INC.	MONTHLY CLEANING SERVICE FOR NOVEMBER 2015	471.00
0004328	12/04/2015	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	45.00
0004329	12/04/2015	[4629] OLKIN & JONES, DRS	PRE EMPLOYMENT TESTING FOR TWO NEW PD OFFICER	340.00
0004330	12/04/2015	[4338] QUILL CORPORATION	HIGHLIGHTER PENS; BIC BRITE LINER; CORRECTION	70.45
0004331	12/04/2015	[5560] REDI-RENTS	WOOD CHIPPER RENTAL	189.00
0004332	12/04/2015	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	63.00
0004333	12/04/2015	[2659] RIO DELL PETTY CASH	PROPANE; COIN ROLLS; BIRTHDAY; CO-PAY MEDICIN	62.81
0004334	12/04/2015	[2742] SCOTIA TRUE VALUE HARDWARE	2 PK 3V LITHIUM BATTERY	118.96
			128 OZ AJAX LIQUID DETERGENT; 6 PK LIQUID ANI	
			3 PK PLASTIC SPREADER	
			1 GAL LD TANK SPRAYER	
			1 QUART VOC PAINT SPIRITS	
			TWO GAL BAR & CHAIN OIL	
0004335	12/04/2015	[2709] STAPLES DEPT. 00-04079109	FOUR CASES COPIER PAPER	122.04
0004336	12/04/2015	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICE FOR DECEMBER 2015	250.00

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004337	12/04/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 11/13/15	5,218.89
0004338	12/04/2015	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR DECEMBER 2015	467.26
0004339	12/10/2015	[0576] 101 AUTO PARTS	BATTERY FOR JD MOWER	384.16
			OD ELECTRONIC CL	
			FLOW GAUGE REGULATOR	
			TWO PREMIUM AW 46 HYDRAULIC FLUID	
			ONE PREMIUM AW 46 HYDRAULIC FLUID	
			16 PC SCREWDRIVER SET; THREADED LOCK	
0004340	12/10/2015	[2224] AQUA BEN CORPORATION	BALANCE OF SALES TAX DUE - NOT BILLED ON ORIG	27.36
0004341	12/10/2015	[3975] AT&T - 5709	PHONE EXPENSES FOR NOVEMBER 2015	606.34
0004342	12/10/2015	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR DECEMBER 2015	2,075.00
0004343	12/10/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 11/27/15	120.00
0004344	12/10/2015	[1455] SCOTT COWAN	CUSTOMER DEPOSIT REFUND	28.02
			CUSTOMER DEPOSIT REFUND	
0004345	12/10/2015	[5127] DELTA DENTAL	DENTAL INSURANCE FOR JANUARY 2016	2,493.97
0004346	12/10/2015	[5241] GE CAPITAL	XEROX COPIER PAYMENT FOR DECEMBER 2015	482.13
0004347	12/10/2015	[2423] GEORGE'S GLASS	WINDSHIELD REPLACEMENT FOR 2014 FORD EXPLORER	789.56
0004348	12/10/2015	[5932] HIGH ROCK CONSERVATION CAMP	PROFESSIONAL SERVICES FOR BRUSH REMOVAL AT NO	1,400.00
0004349	12/10/2015	[2474] HUMMEL TIRE & WHEEL, INC	TIRE FOR 2004 FORD F-450 DUMP TRUCK	361.58
0004350	12/10/2015	[4908] MITCHELL BRISSO DELANEY &VRIEZE	LEGAL SERVICES FOR NOVEMBER 2015	1,433.00
			LEGAL SERVICES FOR NOVEMBER 2015	
			LEGAL SERVICE FOR NOVEMBER 2015	
			LEGAL SERVICES FOR NOVEMBER 2015	
			LEGAL SERVICES FOR NOVEMBER 2015	
0004351	12/10/2015	[5934] NORTH COAST JOURNAL	ADVERTISEMENTS FOR EMPLOYMENT - PUBLIC WORKS	352.00
0004352	12/10/2015	[2569] NORTH COAST LABORATORIES, INC.	AMMONIA NITROGEN W/O DISTILLATION; NITRATE/NI	140.00
0004353	12/10/2015	[5729] ANGELA NUNES	CUSTOMER DEPOSIT REFUND	108.66
0004354	12/10/2015	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR DECEMBER 15, 2015 THR	900.00
0004355	12/10/2015	[5616] BILLIE SHAW	CUSTOMER DEPOSIT REFUND	192.62
0004356	12/10/2015	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE & BOX REFILING FOR THE MONTH	101.20
0004357	12/10/2015	[2710] STARPAGE	PAGING SERVICE FOR DECEMBER 2015	12.95
0004358	12/10/2015	[2319] SUDDENLINK COMMUNICATIONS	INTERNET SERVICE FROM 12/10/15 TO 1/9/16	134.95
0004359	12/10/2015	[5543] SWEET-LANDES, SARAH	CUSTOMER DEPOSIT REFUND	104.11
0004360	12/10/2015	[3511] T & T VALVE & INSTRUMENT, INC.	FOUR 4" BRAY BUTTERFLY VALVES	4,385.45
0004361	12/10/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 11/27/15	4,573.22
0004362	12/15/2015	[5750] AERO-MOD	RSLOGIX 5000 MINI EDITION SOFTWARE; RSVIEW ST	1,947.67
0004363	12/15/2015	[5443] AIRGAS USA, LLC	CYLINDER RENTAL	21.00

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004364	12/15/2015	[2218] AMERICAN WATER WORKS ASSN	ANNUAL MEMBERSHIP 11/1/15 TO 10/31/16	104.00
0004365	12/15/2015	[2237] BANK OF AMERICA BUSINESS CARD	CA SECRETARY OF STATE - FOR SI-100 (STATEMENT	1,511.64
			HORIZON - ONE BOX ENVELOPES	
			WESTSIDE PIZZA - LUNCH MEETING	
			AMAZON - XEROX BLACK LASER TONER CARTRIDGE	
			SHOPLET.COM - FOUR REVERSIBLE/ERASABLE	
0004366	12/15/2015	[4907] CALIFORNIA CONTRACTORS SUPPLIES, INC	FIVE SAFETY VESTS	271.96
0004367	12/15/2015	[5867] CHANEY, RANDALL	CUTOMER DEPOSIT REFUND	237.83
0004368	12/15/2015	[5052] GHD, INC	ENGINEERING SERVICES FOR METROPOLITAN REDEVEL	9,341.00
0004369	12/15/2015	[3484] NATIONAL METER & AUTOMATION, INC	EIGHT METER BODY'S; EIGHT REGISTERS; TWO SPLI	2,025.25
0004370	12/15/2015	[2603] PG&E	UTILITY EXPENSES FOR NOVEMBER 2015	13,672.37
0004371	12/15/2015	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	63.00
0004372	12/15/2015	[2742] SCOTIA TRUE VALUE HARDWARE	SIX OUTLET SURGE STRIP; SIX OUTLET STRIP PROT	88.48
			TWO BIG GRIP WEEDEERS	
			4PK 9V ALK BATTERY	
0004373	12/15/2015	[2694] SHELL OIL CO.	PD FUEL EXPENSES FOR NOVEMBER 2015	2,034.32
			PW FUEL EXPENSES FOR NOVEMBER 2015	
			ADMIN CAR FUEL EXPENSES FOR NOVEMBER 2015	
			PD FUEL EXPENSES FOR DECEMBER 2015	
			PW FUEL EXPENSES FOR DECEMBER 2015	
0004374	12/15/2015	[5606] SWRCB/Safe Drinking Water State Revolving Fund	PRINCIPAL PAYMENT FOR DISBURSEMENTS THROUGH N	68,000.00
0004375	12/15/2015	[2758] USDA RURAL DEVELOPMENT	CASE #04-012-0941603860; CODE 92; LOAN #03	2,125.00
0004376	12/15/2015	[2779] WILDWOOD SAW	12" STIHL CHAINSAW BAR; THREE CHAINSAW CHAINS	726.23
			EIGHT CHAINSAW CHAINS	
			STIHL MS171 CHAINSAW; TWO SAFETY HELMENTS; ON	
0004377	12/22/2015	[2273] CALIFORNIA RURAL WATER ASSOCIATION	MEMBERSHIP DUES, FEBRUARY 2016 - FEBRUARY 201	684.00
0004378	12/22/2015	[2285] CC MARKET (1)	CLOROX DISINFECTANT WIPES	38.48
			BIRTHDAY CAKE FOR THE MONTH OF DECEMBER 2015	
0004379	12/22/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 12/11/15	120.00
0004380	12/22/2015	[5944] COLANTUONO, HIGHSMITH & WHATLEY, PC	PROFESSIONAL SERVICES FOR WATER RATE INCREASE	210.00
0004381	12/22/2015	[5687] ENGINEERED FIRE SYSTEMS, INC.	PLAN REVIEW FOR THE MONTH OF NOVEMBER 2015	150.00
0004382	12/22/2015	[2393] FASTENAL COMPANY	ONE PAIR L HV LIME OGI GLOVES	30.24

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004383	12/22/2015	[2405] FORTUNA ACE HARDWARE	240 PC CM SOCKET.WRENCH SET; 4 GRD CORD OUTLE	370.49
			240 PC CM SOCKET/WRENCH SET	
0004384	12/22/2015	[2437] HACH	STABCAL STD, 20 NTU 1000ML; PHOTOCELL ASSY. 1	2,642.07
0004385	12/22/2015	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR JANUARY 2016	15,852.46
0004386	12/22/2015	[2619] PITNEY BOWES, INC. (QTR Pymnt)	QUARTERLY LEASING PAYMENT FROM SEPTEMBER 30 T	168.73
0004387	12/22/2015	[2742] SCOTIA TRUE VALUE HARDWARE	GT FBG BOW RAKE; 16T FBG BOW RAKE; 6T MANURE	168.98
			TWO GALLONS BAR & CHAIN OIL	
			ONE GALLON WINDEX REFILL; 32OZ ADJ SPRAYER	
			TWO 4PK 2 OZ GIANT DESTROYERS	
			BIG GRIP HAND TROWEL	
0004388	12/22/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 12/11/15	4,496.60
0004389	12/22/2015	[2779] WILDWOOD SAW	STIHL HT131 POLE PRUNER	737.81
			FOUR GALLONS PREMIUM BAR OIL; FOUR STIHL 6 PK	
0004390	12/23/2015	[2657] RIO DELL EMPLOYEES ASSOC	DUES FOR QUARTER ENDING 12/31/15	72.00
0004391	12/23/2015	[2719] SWRCB OFFICE OF OPERATOR CERT	TWO - GRADE D2 WATER DISTRIBUTION OPERATOR EX	130.00
0004392	12/30/2015	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	380.78
			Total Checks/Deposits	**180,839.91**

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004311	12/02/2015	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	375.86
0004312	12/04/2015	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR 3.12 SOFTWARE PACKAGE	343.42
			DOCSTAR USER LICENSES & SYSTEM SOFTWARE	
0004313	12/04/2015	[2224] AQUA BEN CORPORATION	HYDROFLOC 851 275 GAL TOTE	2,954.88
0004314	12/04/2015	[3975] AT&T - 5709	INTERNET SERVICE FROM NOV 16, 2015 THRU DEC 1	55.90
0004315	12/04/2015	[5769] BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE FOR DECEMBER 2015	16,563.81
0004316	12/04/2015	[2285] CC MARKET (1)	18 BOTTLES BLEACH	77.57
			6 BOTTLES BLEACH	
0004317	12/04/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 11/13/15	120.00
0004318	12/04/2015	[2283] COASTAL BUSINESS SYSTEMS	KYO LASER PRINTER MAINTENANCE AGREEMENT 11/20	934.00
			MURATEC COPIER MAINTENANCE AGREEMENT 11/20/15	
0004319	12/04/2015	[3148] COUNTY OF HUMBOLDT	ASSESSOR PARCEL MAP UPDATES; MAP 53-15	6.50
0004320	12/04/2015	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR DECEMBER 2015	272.00
0004321	12/04/2015	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR THE MONTH OF NOVEMBER 2015	478.30
0004322	12/04/2015	[2393] FASTENAL COMPANY	125K BTU KEROSENE PORTABLE HEATER	341.40
0004323	12/04/2015	[2452] HORIZON BUSINESS PRODUCTS	COPIES OF CITY COUNCIL MEETING PACKETS	215.95
0004324	12/04/2015	[2474] HUMMEL TIRE & WHEEL, INC	FOUR TIRES FOR 2013 FORD INTERCEPTOR	648.78
0004325	12/04/2015	[5689] MENDES SUPPLY COMPANY	PINK LOTION HAND SOAP	101.97
0004326	12/04/2015	[2546] MERCER FRASER CO., INC.	23.34 TONS 3/4" AGGREGATE BASE	302.49
0004327	12/04/2015	[2410] NORTH COAST CLEANING SERVICES, INC.	MONTHLY CLEANING SERVICE FOR NOVEMBER 2015	471.00
0004328	12/04/2015	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	45.00
0004329	12/04/2015	[4629] OLKIN & JONES, DRS	PRE EMPLOYMENT TESTING FOR TWO NEW PD OFFICER	340.00
0004330	12/04/2015	[4338] QUILL CORPORATION	HIGHLIGHTER PENS; BIC BRITE LINER; CORRECTION	70.45
0004331	12/04/2015	[5560] REDI-RENTS	WOOD CHIPPER RENTAL	189.00
0004332	12/04/2015	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	63.00
0004333	12/04/2015	[2659] RIO DELL PETTY CASH	PROPANE; COIN ROLLS; BIRTHDAY; CO-PAY MEDICIN	62.81
0004334	12/04/2015	[2742] SCOTIA TRUE VALUE HARDWARE	2 PK 3V LITHIUM BATTERY	118.96
			128 OZ AJAX LIQUID DETERGENT; 6 PK LIQUID ANI	
			3 PK PLASTIC SPREADER	
			1 GAL LD TANK SPRAYER	
			1 QUART VOC PAINT SPIRITS	
			TWO GAL BAR & CHAIN OIL	
0004335	12/04/2015	[2709] STAPLES DEPT. 00-04079109	FOUR CASES COPIER PAPER	122.04
0004336	12/04/2015	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICE FOR DECEMBER 2015	250.00

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004337	12/04/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 11/13/15	5,218.89
0004338	12/04/2015	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR DECEMBER 2015	467.26
0004339	12/10/2015	[0576] 101 AUTO PARTS	BATTERY FOR JD MOWER	384.16
			OD ELECTRONIC CL	
			FLOW GAUGE REGULATOR	
			TWO PREMIUM AW 46 HYDRAULIC FLUID	
			ONE PREMIUM AW 46 HYDRAULIC FLUID	
			16 PC SCREWDRIVER SET; THREADED LOCK	
0004340	12/10/2015	[2224] AQUA BEN CORPORATION	BALANCE OF SALES TAX DUE - NOT BILLED ON ORIG	27.36
0004341	12/10/2015	[3975] AT&T - 5709	PHONE EXPENSES FOR NOVEMBER 2015	606.34
0004342	12/10/2015	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR DECEMBER 2015	2,075.00
0004343	12/10/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 11/27/15	120.00
0004344	12/10/2015	[1455] SCOTT COWAN	CUSTOMER DEPOSIT REFUND	28.02
			CUSTOMER DEPOSIT REFUND	
0004345	12/10/2015	[5127] DELTA DENTAL	DENTAL INSURANCE FOR JANUARY 2016	2,493.97
0004346	12/10/2015	[5241] GE CAPITAL	XEROX COPIER PAYMENT FOR DECEMBER 2015	482.13
0004347	12/10/2015	[2423] GEORGE'S GLASS	WINDSHIELD REPLACEMENT FOR 2014 FORD EXPLORER	789.56
0004348	12/10/2015	[5932] HIGH ROCK CONSERVATION CAMP	PROFESSIONAL SERVICES FOR BRUSH REMOVAL AT NO	1,400.00
0004349	12/10/2015	[2474] HUMMEL TIRE & WHEEL, INC	TIRE FOR 2004 FORD F-450 DUMP TRUCK	361.58
0004350	12/10/2015	[4908] MITCHELL BRISSO DELANEY &VRIEZE	LEGAL SERVICES FOR NOVEMBER 2015	1,433.00
			LEGAL SERVICES FOR NOVEMBER 2015	
			LEGAL SERVICE FOR NOVEMBER 2015	
			LEGAL SERVICES FOR NOVEMBER 2015	
			LEGAL SERVICES FOR NOVEMBER 2015	
0004351	12/10/2015	[5934] NORTH COAST JOURNAL	ADVERTISEMENTS FOR EMPLOYMENT - PUBLIC WORKS	352.00
0004352	12/10/2015	[2569] NORTH COAST LABORATORIES, INC.	AMMONIA NITROGEN W/O DISTILLATION; NITRATE/NI	140.00
0004353	12/10/2015	[5729] ANGELA NUNES	CUSTOMER DEPOSIT REFUND	108.66
0004354	12/10/2015	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR DECEMBER 15, 2015 THR	900.00
0004355	12/10/2015	[5616] BILLIE SHAW	CUSTOMER DEPOSIT REFUND	192.62
0004356	12/10/2015	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE & BOX REFILING FOR THE MONTH	101.20
0004357	12/10/2015	[2710] STARPAGE	PAGING SERVICE FOR DECEMBER 2015	12.95
0004358	12/10/2015	[2319] SUDDENLINK COMMUNICATIONS	INTERNET SERVICE FROM 12/10/15 TO 1/9/16	134.95
0004359	12/10/2015	[5543] SWEET-LANDES, SARAH	CUSTOMER DEPOSIT REFUND	104.11
0004360	12/10/2015	[3511] T & T VALVE & INSTRUMENT, INC.	FOUR 4" BRAY BUTTERFLY VALVES	4,385.45
0004361	12/10/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 11/27/15	4,573.22
0004362	12/15/2015	[5750] AERO-MOD	RSLOGIX 5000 MINI EDITION SOFTWARE; RSVIEW ST	1,947.67
0004363	12/15/2015	[5443] AIRGAS USA, LLC	CYLINDER RENTAL	21.00

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004364	12/15/2015	[2218] AMERICAN WATER WORKS ASSN	ANNUAL MEMBERSHIP 11/1/15 TO 10/31/16	104.00
0004365	12/15/2015	[2237] BANK OF AMERICA BUSINESS CARD	CA SECRETARY OF STATE - FOR SI-100 (STATEMENT	1,511.64
			HORIZON - ONE BOX ENVELOPES	
			WESTSIDE PIZZA - LUNCH MEETING	
			AMAZON - XEROX BLACK LASER TONER CARTRIDGE	
			SHOPLET.COM - FOUR REVERSIBLE/ERASABLE	
0004366	12/15/2015	[4907] CALIFORNIA CONTRACTORS SUPPLIES, INC	FIVE SAFETY VESTS	271.96
0004367	12/15/2015	[5867] CHANEY, RANDALL	CUTOMER DEPOSIT REFUND	237.83
0004368	12/15/2015	[5052] GHD, INC	ENGINEERING SERVICES FOR METROPOLITAN REDEVEL	9,341.00
0004369	12/15/2015	[3484] NATIONAL METER & AUTOMATION, INC	EIGHT METER BODY'S; EIGHT REGISTERS; TWO SPLI	2,025.25
0004370	12/15/2015	[2603] PG&E	UTILITY EXPENSES FOR NOVEMBER 2015	13,672.37
0004371	12/15/2015	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	63.00
0004372	12/15/2015	[2742] SCOTIA TRUE VALUE HARDWARE	SIX OUTLET SURGE STRIP; SIX OUTLET STRIP PROT	88.48
			TWO BIG GRIP WEEDEERS	
			4PK 9V ALK BATTERY	
0004373	12/15/2015	[2694] SHELL OIL CO.	PD FUEL EXPENSES FOR NOVEMBER 2015	2,034.32
			PW FUEL EXPENSES FOR NOVEMBER 2015	
			ADMIN CAR FUEL EXPENSES FOR NOVEMBER 2015	
			PD FUEL EXPENSES FOR DECEMBER 2015	
			PW FUEL EXPENSES FOR DECEMBER 2015	
0004374	12/15/2015	[5606] SWRCB/Safe Drinking Water State Revolving Fund	PRINCIPAL PAYMENT FOR DISBURSEMENTS THROUGH N	68,000.00
0004375	12/15/2015	[2758] USDA RURAL DEVELOPMENT	CASE #04-012-0941603860; CODE 92; LOAN #03	2,125.00
0004376	12/15/2015	[2779] WILDWOOD SAW	12" STIHL CHAINSAW BAR; THREE CHAINSAW CHAINS	726.23
			EIGHT CHAINSAW CHAINS	
			STIHL MS171 CHAINSAW; TWO SAFETY HELMENTS; ON	
0004377	12/22/2015	[2273] CALIFORNIA RURAL WATER ASSOCIATION	MEMBERSHIP DUES, FEBRUARY 2016 - FEBRUARY 201	684.00
0004378	12/22/2015	[2285] CC MARKET (1)	CLOROX DISINFECTANT WIPES	38.48
			BIRTHDAY CAKE FOR THE MONTH OF DECEMBER 2015	
0004379	12/22/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 12/11/15	120.00
0004380	12/22/2015	[5944] COLANTUONO, HIGHSMITH & WHATLEY, PC	PROFESSIONAL SERVICES FOR WATER RATE INCREASE	210.00
0004381	12/22/2015	[5687] ENGINEERED FIRE SYSTEMS, INC.	PLAN REVIEW FOR THE MONTH OF NOVEMBER 2015	150.00
0004382	12/22/2015	[2393] FASTENAL COMPANY	ONE PAIR L HV LIME OGI GLOVES	30.24

CITY OF RIO DELL
CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0004383	12/22/2015	[2405] FORTUNA ACE HARDWARE	240 PC CM SOCKET.WRENCH SET; 4 GRD CORD OUTLE	370.49
			240 PC CM SOCKET/WRENCH SET	
0004384	12/22/2015	[2437] HACH	STABCAL STD, 20 NTU 1000ML; PHOTOCELL ASSY. 1	2,642.07
0004385	12/22/2015	[5942] KEENAN & ASSOCIATES	HEALTH INSURANCE FOR JANUARY 2016	15,852.46
0004386	12/22/2015	[2619] PITNEY BOWES, INC. (QTR Pymnt)	QUARTERLY LEASING PAYMENT FROM SEPTEMBER 30 T	168.73
0004387	12/22/2015	[2742] SCOTIA TRUE VALUE HARDWARE	GT FBG BOW RAKE; 16T FBG BOW RAKE; 6T MANURE	168.98
			TWO GALLONS BAR & CHAIN OIL	
			ONE GALLON WINDEX REFILL; 32OZ ADJ SPRAYER	
			TWO 4PK 2 OZ GIANT DESTROYERS	
			BIG GRIP HAND TROWEL	
0004388	12/22/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 12/11/15	4,496.60
0004389	12/22/2015	[2779] WILDWOOD SAW	STIHL HT131 POLE PRUNER	737.81
			FOUR GALLONS PREMIUM BAR OIL; FOUR STIHL 6 PK	
0004390	12/23/2015	[2657] RIO DELL EMPLOYEES ASSOC	DUES FOR QUARTER ENDING 12/31/15	72.00
0004391	12/23/2015	[2719] SWRCB OFFICE OF OPERATOR CERT	TWO - GRADE D2 WATER DISTRIBUTION OPERATOR EX	130.00
0004392	12/30/2015	[2757] US POSTMASTER	POSTAGE FOR UTILITY BILLING FOR THE MONTH OF	380.78
			Total Checks/Deposits	**180,839.91**