AGENDA
RIO DELL CITY COUNCIL
CLOSED SESSION – 5:30 P.M.
REGULAR MEETING - 6:30 P.M.
TUESDAY, AUGUST 1, 2017
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE

***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 American 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 the meeting.

A. CALL TO ORDER

B. ROLL CALL

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

1) 2017/0801.01 - **Conference with Labor Negotiator – City Manager**
Employee Organizations: Rio Dell Employees Association Rio Dell Police Officers Association and all Contract Employees (Pursuant to §59457.6 of the Government Code)

2) 2017/0801.02 - **Public Employee Performance Evaluation**
Title: Chief of Police (Pursuant to §54957 of the Government Code)

3) 2017/0801.03 - **Conference with Legal Counsel – Anticipated Litigation**
Significant exposure to litigation (Pursuant to paragraph (2) or (3) of §56759.9) One matter to be discussed. The matter concerns a submitted claim for inverse condemnation allegedly arising from damage caused by flood and/or surface water control facilities

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION

F. RECONVENE INTO OPEN SESSION – 6:30 P.M.

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

1) 2017/0801.04 – Moment of Silence and Declaration to lower the flag to half-staffed in memory of Dennis Wendt 1

2) 2017/0801.05 - Proclamation Acknowledging and Thanking Graham Hill for his Service to the Citizens of Rio Dell 4

J. PUBLIC PRESENTATIONS

This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. As such, a dialogue with the Council or staff is not 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 Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.

K. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council embers 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) 2017/0801.06 - Approve Minutes of the July 18, 2017 Regular Meeting **(ACTION)** 6

2) 2017/0801.07 - Approve Pay Request No. 5 to Wahlund Construction in the Amount of $215,049.63 for Work Related to the Metropolitan Wells Project **(ACTION)** 16

3) 2017/0801.08 - Approve Resolution No. 1347-2017 for the Transfer of Reserve Amounts Amending the FY 2017/2018 Operating and Capital Budget in the Amount of $52,537.88 for the Purchase of a Sewer Machine and Blower **(ACTION)** 24

4) 2017/0801.09 - Approve Letter of Opposition to SB 679 and Authorize the Mayor to Sign **(ACTION)** 29

5) 2017/0801.10 - Approve Resolution No. 1346-2017 Updating the City's Investment Policy **(ACTION)** 34

6) 2017/0801.11 - Approve Resolution No. 1345-2017 Authorizing the Investment of City Monies in the Local Agency Investment Fund (LAIF) **(ACTION)** 47

7) 2017/0801.12- Approve Resolution No. 1348-2017 Amending and Adopting City Master Salary Table and Ratification of Employee Contracts for the Rio Dell Peace Officers' Association, City Clerk and Community Development Director **(ACTION)** 51

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. SPECIAL PRESENTATIONS/STUDY SESSIONS

N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

1) 2017/0801.13 - Draft Scope of Services between the City of Rio Dell and Dan McCauley, Dan's Custom Metals Related to Wildwood Ave. Sculpture Exhibit **(DISCUSSION/POSSIBLE ACTION)** 103

2) 2017/0801.14 - Discussion and Analysis of Wildwood Ave. Median Trees **(DISCUSSION/POSSIBLE ACTION)** 104

3) 2017/0801.15 - Recruitment for Chief of Police **(DISCUSSION/POSSIBLE ACTION** 107

O. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1) 2017/0801.16 - Second Reading (by title only) and Adoption of Ordinance No. 358-2017 Establishing Personal Cannabis Cultivation Regulations, Section 17.030.235 of the Rio Dell Municipal Code (RDMC) **(DISCUSSION/POSSIBLE ACTION)** 108

2) 2017/0801.17 - Introduction and First Reading (by title only) of Ordinance No. 360-2017 Establishing Chapter 15.25 of the Rio Dell Municipal Code (RDMC) to Establish Expedited Permit Procedures for Electric Vehicle (EV) Charging Stations **(DISCUSSION/POSSIBLE ACTION)** 118

3) 2017/0801.18 - Introduction and First Reading (by title only) of Ordinance No. 361-2017 Prohibiting Recreational Cannabis Sales, Chapter 5.40 of the Rio Dell Municipal Code (RDMC) **(DISCUSSION/POSSIBLE ACTION)** 130

P. REPORTS/STAFF COMMUNICATIONS

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

The next regular City Council meeting is scheduled for
Tuesday, August 15, 2017 *at 6:30 p.m.*

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

August 1, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Ceremonial Matter Concerning the Passing of Mr. Dennis Wendt.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Allow for Councilmember and public comment.

A moment of silence.

In accordance with Resolution No. 1126-2011 the Mayor will direct that the flags be lowered to half-staff on Wednesday, August 2, 2017 in honor of Mr. Dennis Wendt.

BACKGROUND AND DISCUSSION

Mr. Dennis Wendt passed away in the early morning hours of Friday, July 21, 2017. He was 69 years old. Dennis was a dear friend to the City of Rio Dell who donated countless hours towards the City over many years. Dennis helped install holiday decorations, supported Wildwood Days and could be dependably relied upon in any emergency. Dennis attended many meetings of the City Council and Planning Commission and was known to be a good advisor and tough advocate for the issues he believed in. He was a good role model for youth. Dennis was an unwavering believer in the future of the City of Rio Dell and he will be missed.

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RESOLUTION NO. 1126-2011
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
ADOPTING A FLAG PROTOCOL POLICY

WHEREAS, The City Council of the City of Rio Dell, California, desires to have a written policy regarding flag protocol; and

WHEREAS, the Council discussed the substance of the policy on August 16, 2011.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rio Dell hereby adopts the following flag protocol policy:

Flag Protocol Policy

Purpose

It shall be the policy of the City of Rio Dell to raise, lower and display U.S. flags on City property in accordance with proper flag etiquette.

Policy

A. Flying the Flag at Half-Staff
   1. On Memorial Day, the City Hall flag shall be lowered to half-staff prior to sunrise and raised to full staff at noon.
   2. The City shall adhere to all Presidential and California Gubernatorial Proclamations including:
      a. Lowering flags to half-staff on the day of internment when a public safety officer is killed in the line of duty in California.
   3. Flags shall be lowered to half-staff from the time of notification of death until sunset on the day of internment for the following occasions:
      a. A City of Rio Dell Public Safety Officer killed in the line of duty.
      b. A military service person with a Rio Dell residence killed in action.
   4. Flags shall be lowered to half-staff as dictated by Mayoral or Mayor Pro-Tem proclamation, which shall not require Council approval, or for other important occasions such as the death of a sitting City official.

B. Procedure

1. Upon notification the Chief of Police shall be responsible for directing that the City Hall flag be lowered to half-staff and raised at the appropriate time.

PASSED AND ADOPTED by the City Council of the City of Rio Dell on this 6th day of September, 2011, by the following vote:

AYES: Woodall, Leonard, Marks, Thompson, Wilson
NOES: None
ABSENT: None
ABSTAIN: None

_____
Julie Woodall, Mayor

Attest:

_____
Karen Dunham, City Clerk

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

August 1, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Proclamation Acknowledging and Thanking Graham Hill for his Service to the Citizens of Rio Dell

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Read the Proclamation
2. Discuss the Proclamation
3. Open and close public comment
4. Vote on Proclamation and present to awardee

BACKGROUND AND DISCUSSION

Proclamation is attached.

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PROCLAMATION

ACKNOWLEDGING AND THANKING

GRAHAM HILL

FOR HIS EXTRAORDINARY SERVICE
TO THE CITIZENS OF RIO DELL

WHEREAS, the City of Rio Dell has been a duly incorporated City in the State of California since 1965; and

WHEREAS, GRAHAM HILL was originally hired by the City of Rio Dell in 1995 to serve in the Police Department under Chief George Gatto; and

WHEREAS, GRAHAM HILL served the City under Chief Shipley and Chief Medina before becoming the Chief of the Rio Dell Police Department in 2004 ; and

WHEREAS, GRAHAM HILL has the distinction of being Rio Dell's longest service Police Officer and also its longest serving Chief of Police; and

WHEREAS, GRAHAM HILL also served as the Interim City Manager on three occasions; and

WHEREAS, GRAHAM HILL has been a resident of Rio Dell since the 1990's and is an icon of the community and regular fixture at community events; and

WHEREAS, the City Council of the City of Rio Dell wishes to thank Graham for his many contributions to the community, dedication to public safety, kindness and ~~good~~ *great* sense of humor.

NOW, THEREFORE, BE IT PROCLAIMED on this 1st day of August, 2017, by the City Council of the City of Rio Dell that we do acknowledge the works of GRAHAM HILL as a former Chief of Police, Law Enforcement Officer, and three time Interim City Manager and most sincerely thank him for his extraordinary service.

_____
MAYOR

RIO DELL CITY COUNCIL
REGULAR MEETING
JULY 18, 2017
MINUTES

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

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

CLOSED SESSION

The Council recessed into closed session at 5:30 p.m. to discuss the following matters: ***Conference with Labor Negotiator – City Manager. Employee Organizations: Rio Dell Employees Association, Rio Dell Police Officers Association and all Contract Employees (Pursuant to §59457.6 of the Government Code)***

Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation (Pursuant to paragraph (4) of subdivision (d) of §59456.9 of the Government Code) (One case)

Public Employee Performance Evaluation – Title: Chief of Police (Pursuant to §59457 of The Government Code)

Conference with Real Property Negotiators – Property: APN 205-111-029 – Agency Negotiator: Kyle Knopp, City Manager; Russell Gans, City Attorney. Under negotiation: Consider and discuss price and terms of payment for the contemplated conveyance of rights to water well located on subject property (Pursuant to §59456.8 of the Government Code)

Conference with Legal Counsel – anticipated Litigation – significant exposure to litigation (Pursuant to paragraph (2) or (3) of §59459.9) One matter to be discussed. The matter concerns a submitted claim for inverse condemnation allegedly arising from damage caused by flood and/or surface water control facilities.

The Council reconvened into open session at 6:30 p.m. Mayor Wilson announced that prior to the Council recessing into closed session the Council announced that Agency Negotiators Kyle Knopp, City Manager and Russ Gans, City Attorney will be recessing into closed session for the purpose of negotiating price and terms of payment related to lease or sale of any City interest in the well located on subject property to Dennis Wendt.

PUBLIC PRESENTATIONS

Julie Woodall addressed the Council regarding the removal of trees in the median at 770 Wildwood (Root 101) and said when the request to remove the median was brought before the Council at the June 6. 2017 meeting, she remembers specifically the very last thing said by Councilmember Garnes was to save and transplant the trees which became part of the Council's motion. She said in driving by on Monday she noticed they had been cut down and asked when the decision was made to cut the trees down and if a certified arborist made the determination that they would not survive being transplanted. She said the City Council should have been informed as Councilmember Garnes was adamant about saving the trees.

She noted that she was in contact with the owner of Root 101 and he did inform her that the City gave them permission to cut down the trees so she is not holding them responsible however; she would like to know why an arborist wasn't consulted. She commented that when the medians were first put in, an arborist was consulted and the City was advised that those areas were adequate for planting the trees that were planted. She commented that Root 101 has agreed to replace the trees with new trees and expressed concern that the trees replaced should be of equal maturity rather than a stick in a 5 gallon can. She thanked Harry Smith for responding to her concerns.

City Manager Knopp stated that it is true that on June 6, 2017 the Council provided direction that the trees be transplanted and relocated but in the course of moving the project forward staff became informed that the trees were not in good health and would most likely not survive the transplant process. As an alternative the project proponent proposed purchasing new trees and placing them in appropriate locations throughout the city.

He said his mistake was to not inform the Council to get feedback on the request. He apologized to both the Council and Harry Smith and said he didn't realize how important these trees were to some people.

Water/Roadways Superintendent Jensen addressed the issue and said he was called out to look at the trees with the owner of Root 101 and observed that two of the trees were cracked and split at the base of the truck and three other trees were damaged from weed eating. He said if they were to be transplanted in another part of the median during the dry season they would die. He said it would be better to wait until winter and plant new trees somewhere else. He pointed out that in that median section, the dirt is only 10-12 inches deep and below that is gravel. He provided pictures of the trees showing the root system growing horizontal (Attachment 1 to these minutes). He said since the trees were damaged at the base, he brought it to the attention of the City Manager and after careful evaluation it was determined that the trees would not survive if replanted. As such, staff made the decision to allow Mr. Smith to replace and relocate the trees with healthier trees.

Julie Woodall again asked if an arborist was consulted in which staff indicated that they were not.

Mayor Wilson commented that since this item is not agenized, the Council will not be taking any action however; will allow public comment at this time.

Dean Glaser addressed the issue and said councilmembers and citizens get accustomed to trees in the City and said about six years ago, the water lines in front of Ace Hardware in Fortuna had to be replaced which necessitated the removal of trees so sometimes it's unavoidable. He said the Council should accept the fact that staff made the best decision they could at the time and move on.

Harry Smith, owner of Root 101 apologized to the Council for trying to expedite the project in attempt to get it completed before Fortuna Auto Xpo and Wildwood Days and said it was a judgement call by city staff to cut the trees down rather than try to save damaged trees. He commented that he got messages from a former Mayor of the City shaming him and slamming his business on social media.

Julie Woodall commented that she was the former Mayor that commented on social media.

Councilmember Garnes expressed concern that the City Manager willfully defied the direction of the City Council regarding removal of the trees and said during the course of the discussion at the prior council meeting; Mr. Smith agreed to save the trees after she stipulated that she wanted the trees saved. She said what she sees is a breach of a verbal contract and that the agreement was between he and the City Council; not he and staff. She added that it is a trust issue with her and questioned the credibility of the City Manager and Mr. Smith.

She commented that she has taken probably 60-70 trees from the Arbor Society as twigs and transplanted them and they survived as well as taking a tree from here to Sacramento and transplanting it during hot weather which is also doing well. She said as a nursery, Root 101 should know how to transplant and save trees. Nowhere was it stated that if it was too onerous to transplant the trees that they could kill them.

She added that she is certain that everyone has heard the term "it's easier to ask permission than to ask forgiveness" and down the road any agreement made by the City Council should be taken seriously regardless of how unimportant someone thinks it is. She stated that some type of action needs to be taken by the Council as the result of this decision or there will be problems down the road.

Councilmember Marks stated that they have heard all the excuses as to why the decision was made to cut down the trees but the fact remains that Mr. Smith made a deal with the City Council and broke that deal so as far as he's concerned the project is a deal breaker.

Mayor Pro Tem Johnson commented that there seems to be a lot of emotion regarding this issue but the City Manager accepted responsibility, apologized and learned a good lesson so the Council should accept his apology and move on.

Mayor Wilson agreed and said the City Manager took responsibility and that trees are a big deal but Rio Dell is not Ferndale or Fortuna. Now that it's happened it's too late to do anything about the trees and he hopes that in the future staff will learn by this mistake and follow proper protocols.

Harry Smith suggested the trees be replaced with mature 10 foot trees of the City's choice. He also commented that he cut the trees down with permission of the City Manager yet he is still getting flak from the Council and citizens.

Mayor Wilson reiterated that the Council cannot take action on an item not on the agenda and asked for the consensus of the Council to place the item on the next agenda.

The consensus was that the item be placed on the August 1, 2017 regular meeting agenda for consideration and possible action.

Water/Roadways Superintendent Jensen left the meeting at this time.

CONSENT CALENDAR

Motion was made by Johnson/Garnes to approve the consent calendar including approval of minutes of the July 6, 2017 regular meeting; approval of Resolution No. 1343-2017 confirmation of FY 2017-18 Tax Assessment for the 1978 Sewer Assessment Bonds; and approval of Resolution No. 1344-2017 for the transfer of reserve amounts amending the FY 2017/18 Operating and Capital Budget for a Grade Certified Wastewater Operator and for a lawn mower purchase. Motion carried 4-0.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Discussion on Collapsed Sidewalk at 61 Monument Road known as the Habitat Parcel

City Manager Knopp provided a staff report and said sometime following the April 1992 earthquakes Humboldt Habitat for Humanity became the owner of what has become known as the Habitat Parcel at 61 Monument Road which is located about 200 feet west of Wildwood Ave.

He said since 1992 and the collapse of the residence there has been little activity at the site but during the summer of 2015 the crews did respond to complaints of odor, removing a dead animal, trimming back vegetation and removing earthquake debris. He noted that the City invoiced for this work and was successfully compensated by Humboldt Habitat for Humanity.

Additionally, over the past 5 years the sidewalk and retaining wall on the property began to deteriorate culminating in its collapse during the 2015-2016 rainy season.

City Manager Knopp further reported that the City has attempted to compel the local Habitat for Humanity organization to repair the damage but has been unsuccessful. He said they have attempted to transfer the property to another property owner including donating it to the City but unfortunately the parcel has no value and is located on unstable ground. He said for this reason staff has not been able to make a recommendation to assume the responsibility as it represents a liability to the City.

He said it should be made clear that the repair of the sidewalk is not the responsibility of the City but the property owner which makes this particular situation difficult with the owner basically being a defunct charitable organization and has been non-responsive in correcting the situation. He noted what also complicates the issue is the lack of value in the parcel.

He reported that in reviewing options for repairing the sidewalk, staff met with Hilfiker Retaining Walls as well as the City Engineer and the recommendation from the engineer was that the City pursue Hilfiker to propose a solution. The following three (3) options were presented:

1) Fence the parcel off and abandon it;
2) Do a full dig out with placement of a gabion wire mesh structure underneath the road to secure the entire section of Monument Road at a cost of around $250,000; or
3) Construct a smaller scale gabion structure on the sidewalk utilizing a spiral nail system underneath Monument Road to secure the road which is the least expensive ($30,000 - $50,000) and recommended by Hilfiker and the City Engineer.

City Manager Knopp said the plan would be to work with Hilfiker Pipe and identify a time to advertise for bids likely around November or December and identify a timeline in the spring or summer for commencement of the project.

He said this is the general recommendation by staff at this time unless the Council has any requested deviations to the proposal.

Mayor Pro Tem Johnson suggested the Council authorize the City Manager and the City Engineer to begin preparation of the contract documents.

Councilmember Marks suggested staff explore the possibility of reimbursement by the Humboldt Habitat for Humanity with possible money upfront to begin the work.

City Manager Knopp said staff is certainly going to request they compensate the City for the cost of the repairs and hopefully they will comply. He stated that staff has made several attempts for them to initiate the repairs and the organization simply doesn't have the administrative apparatus to conduct this type of repair and has asked the City to initiate it.

Councilmember Garnes asked if the plan is to have a total passable sidewalk once the repairs are done.

City Manager Knopp explained the plan is to return the sidewalk to its former condition including the placement of a fence but there is no guarantee with this particular area because the ground is potentially moving. He said the engineer has advised that the City could spend a lot of time and money exploring the issue and doing geotechnical analysis but the reality is that this repair is highly adaptable to the level of movement of the ground which is not extreme.

Mayor Wilson stated that it seems the City is stuck with doing some kind of repairs to safely secure that area and suggested staff press for some upfront money from Humboldt Habitat. He agreed with Mayor pro Tem Johnson that if there is another rainy season, the ground could collapse even more which will result in additional expense.

City Manager Knopp pointed out that if staff waits to issue the Request for Proposals in November or December it will be more likely to get bids rather than issuing them now due to the busy construction season.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Introduction and First Reading (by title only) of Ordinance No. 358-2017 Establishing Personal Cannabis Cultivation Regulations, Section 17.030.235 of the Rio Dell Municipal Code (RDMC)
Community Development Director Caldwell provided a staff report and said as the Council is aware this is the result of the voter approved Adult Use of Marijuana Act (AUMA) which legalizes the use of recreational cannabis and creates a State regulatory and licensing system for commercial cultivation, testing, manufacturing and distribution of nonmedical marijuana as well as provisions for personal cannabis cultivation.

A summary of the personal cultivation regulations under AUMA include:

- Allows persons to cultivate six (6) plants.
- Local governments may "reasonably regulate" but not prohibit "indoor" cultivation which includes a greenhouse or other detached accessory building.
- Local governments may ban outdoor cultivation, but those that do will not be eligible for grants.
- Plants grown outdoors may not be visible by normal unaided visions from a public place.
- Cannabis in excess of 28.5 grams must be kept in a locked space within the person's private residence.
- Local governments can require a permit process with an appropriate fee to ensure compliance with the various building codes, including the fire code. In addition a permit process could require periodic inspections upon appropriate notice.

Community Development Director Caldwell stated that the draft ordinance was presented to the Planning Commission for consideration at a Special Meeting on July 11, 2017 and after careful consideration, the Planning Commission made the following recommendations to the Council:

- An annual permit authorizing the personal cultivation including a Life-Safety Inspection with the associated fee of $75.00. (Draft Application and Acknowledgment form included as Attachment 2)
- Consent to a minimum of one additional on-site compliance inspection annually, to be conducted by appropriate City officials during regular business hours and to pay the Life-Safety Inspection fee in effect at that time.
- Personal cultivation would only be allowed in detached accessory buildings thus reducing the possible fire risk to the home and its occupants.
- Clarify that the maximum allowed interior ceiling height is ten (10) feet.

Community Development Director Caldwell continued with review of the proposed performance standards for residential cannabis cultivation and processing for personal use as identified under (a.) - (r.) of the ordinance.

Mayor Pro Tem Johnson asked if the Planning Commission was unanimous with regard to the recommended provisions.

Staff noted that the vote was unanimous among the five Commissioners present.

Mayor Wilson indicated that he had attended the Planning Commission meeting along with Councilmember Marks and there was good dialog on the subject. He said his biggest concern is with regard to enforcement, particularly with outdoor grows and the odors associated with those grows. He said it has to do with the quality of life for our citizens and protecting property values. He referred to an existing property owner who has not been able to sell his property because of the odor of outdoor marijuana grows. He said he doesn't really care how many

grows there are in accessory structures but people who are not involved should not have to deal with the smell of outdoor marijuana.

He said he is good with the ordinance as proposed but is tired of having ordinances the City can't enforce. He said he can't see there being a big influx of people stepping up to apply for a permit and expressed concern regarding compliance with the Fire Code as well as the Electrical Code. He suggested the Council schedule a study session to discuss how the ordinance is going to be enforced. He said there are huge concerns that as a City need to be addressed.

Councilmember Garnes commented that it could take a lot of time to address the issue of enforcement and suggested the study sessions begin as soon as possible.

Mayor Wilson pointed out that the rules will change in January 2018 as the State adopts its regulations.

Mayor opened the public hearing to receive public input on the proposed ordinance.

Sharon Wolff asked for clarification that only those property owners with accessory structures will have the option to cultivate cannabis for personal use.

Mayor Wilson clarified that it could be a renter if the landlord allows it.

Community Development Director Caldwell explained that cultivation will only be permitted in detached accessory structures and the reason being is that many of the older homes don't have a one-hour firewall between the attached garage and the house.

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

Motion was made by Johnson/Marks to introduce and conduct first reading of Ordinance No. 358-2017 *Establishing Personal Cannabis Cultivation Regulations, Section 17.030.235 of the Rio Dell Municipal Code (RDMC)* and continue consideration, approval and adoption of the proposed Ordinance to the meeting of August 1, 2017. Motion carried 4-0.

REPORTS/STAFF COMMUNICATIONS

City Manager Knopp distributed a written City Manager Update of recent activities and events (Attachment 2 to these minutes) and announced the date for the next ATP Safe Routes to School project as August 1, 2017; reported interviews for the Public Works positions are underway; staff is continuing to work with the State Water Resources Control Board on the City's NPDES permit; staff has requested an extension to the Housing & Community Development Department for the Architectural Barrier Removal (ADA City Hall Porch Project)

and if denied, the project funding will be impacted; and provided an update on the Metropolitan Wells Project with the project completion date set for August 31, 2107.

Finance Director Woodcox reported on recent activities in the finance department and said it was business as usual with the weekly processing of accounts payable and bi-weekly processing of payroll as well as closing out of the monthly balance sheet and utility billing. She also reported that the new auditor will be on site on August 14th to begin field work on the 2016-2017 audit.

Community Development Director Caldwell reported on recent activities in the planning and building department and said it has been extremely busy as far as construction activities. He also reported that the State passed new laws regarding Electric Vehicle charging stations requiring expedited permitting processes like previously done for solar permits in 2015. He stated that all new residential construction is required to have at least a Level 1 charging station installed. He said he will be bringing the draft ordinance to the Council for introduction and first reading at the August 1, 2017 regular meeting.

He also reported that Sean Studebaker, Humboldt Rotational Molding had submitted an application for a Conditional Use Permit for 9,800 square feet of indoor cultivation of medicinal cannabis in the existing structure at 853 Northwestern Ave. in the Humboldt Rio Dell Business Park. He noted that the only modifications to the building will be the construction of beds for cultivation, installation of lights, carbon filter fans, and vents so it is anticipated he will be the first business to be in operation. He said the item is scheduled to go before the Planning Commission at their July 25, 2017 regular meeting.

Mayor Wilson commented that there seems to be a vehicle parked at the City's EV charging station on a regular basis and asked if it is in fact charging the vehicle.

City Manager Knopp said he would get an update from Redwood Coast Energy Authority (RCEA) on vehicle charging activity and report back to Council.

Councilmember Garnes asked if anything was moving forward with regard to the Martino Cannabis activity permit.

Community Development Director Caldwell reported that they actually submitted a draft site plan in which staff provided some preliminary comments on so they will be making some minor modifications and getting very close to submittal of the application. He said the development involves a subdivision with four parcels and one remainder including four larger structures, including three or four greenhouses for cultivation, manufacturing, a nursery, and warehouse distributing so it is a very significant project.

Councilmember Garnes referred to the existing soil business at the Humboldt Rio Dell Business Park with the chain link fence and asked if they will have to meet the same design

review requirements as the Glen White Group and others.

Community Development Director Caldwell noted that there are no regulations related to fencing for existing businesses but if they come in and make application for a business that triggers Design Review, then conditions of approval can be proposed. He said hopefully when new developments come in, they will volunteer to comply. He explained that Conditions of Approval are tied to the Conditional Use Permit process.

He noted that it is pleasant to work with these developers as so far they have all been willing to go the extra mile to please the City.

Mayor Wilson said at the last Planning Commission meeting the Commissioners requested a field trip with the Planning Commission, City Council and staff to tour the Humboldt Rio Dell Business Park and asked for the status of that request.

Community Development Director Caldwell said staff discussed the idea and felt it might be better to wait until someone actually breaks ground and perhaps conduct a tour during a ground breaking ceremony.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Pro Tem Johnson reported that for the last four years he has been one of the two City members on LAFCo and each year they hold an annual conference at different locations throughout the State and announced that he will be attending the 2017 Conference in the San Diego area in October.

Mayor Wilson reported on his attendance at the Redwood Coast Energy Authority meeting and said they are moving along with the CCA Program and that Ferndale also joined the program so all of the cities in the County are now members. He said also DelNorte County representatives were present to discuss joining the CCA Program and the way the JPA is set up any adjacent county can come into the JPA so there is some dialog going on with that.

ADJOURNMENT

Motion was made by Johnson/Garnes to adjourn the meeting at 7:34 p.m. to the August 1, 2017 regular meeting. Motion carried 4-0.

_____
Frank Wilson, Mayor

Attest:

_____
Karen Dunham, City Clerk

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
August 1, 2017

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Woodcox, Finance Director

DATE: August 1, 2017

SUBJECT: Metropolitan Well Project Pay Request #5

Recommendation

Approve Pay Request #5

Budgetary Impact

Pay Request #5 in the amount of $215,049.63 will be funded through the United States Department of Agriculture (USDA) Emergency and Imminent Community Water Assistance Grant (ECWAG) funds. The total amount of ECWAG funding is $373,200.

Background and discussion

Pay Request #5 has been approved for payment by the City's Engineering Firm (GHD) and the City Manager.

July 20, 2017

Kyle Knopp
City Manager
City of Rio Dell
675 Wildwood Ave
Rio Dell, CA 95562
(707) 764-3532

RE: Metropolitan Wells Redevelopment Project
Progress Payment Request No. 5 for Wahlund Construction

Dear Kyle,

Construction has resumed on the Metropolitan Wells Redevelopment Project after wet weather and poor site conditions caused delays. Significant project progress was made during the pay request period of June 1 through June 30, 2017. Additional site grading occurred (including the majority of the percolation pond construction), approximately half of the electrical conduit was installed, subgrade under the new building was prepared, the building slab was poured, and the majority of the CMU walls were constructed. Wahlund is also requesting reimbursement for some electrical/controls equipment on hand for this pay request period. The purchase of this equipment has been documented and confirmed.

The contract initially had a completion date of June 18, 2017. However, due to the wet weather and site condition delays, a contract extension was required to allow for completion of the work. After discussions with Randy Jensen (Rio Dell) and Bret Rinehart (Wahlund), it was agreed that a reasonable and appropriate substantial completion date would be August 31, 2017, with a final completion date of September 20, 2017. GHD and City staff are working with the project funders, in particular USDA, to develop a plan to expend funds within grant deadlines. To facilitate expenditure of USDA Emergency Community Water Assistance Grant (ECWAG) Funds prior to USDA's internal deadline of September 10, 2017, the next two pay requests will be submitted to USDA for reimbursement up to the maximum grant amount of $373,200.

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

Summary of Change Orders

Two change orders for this project have been executed to date, with a third pending approval from USDA.

No.	Change	Cost	Need	Status
1	Adding six inches of class 2 aggregate base underneath slab. Add additional aggregate base underneath new driveway.	$6,267.59	An additional six inches of class 2 aggregate base will be added underneath the new building slab to provide additional support under the new footings and slab. Some additional aggregate base will also be required underneath the new driveway to match driveway elevations with the new building elevations.	Executed – Work Started
2	Replacing existing asbestos cement pipe with PVC pipe with joint restraints.	$6,118.02	Replacing the existing ACP at the site will allow for easier connections, prevent damage from the site construction activities in the vicinity of the existing pipe, and reduce potential future risk of damage due to issues with the ACP. This existing pipe will be replaced with new PVC pipe with joint restraints.	Executed – Work Pending
3	Contract Extension	$0	The wet weather in the winter and early springtime significantly hindered construction progress. The heavy rains had deleterious effects on the workability of the soil, and it likely would not have been possible to achieve adequate compaction of material during this time. Because of this, there was a construction hiatus that spanned months, and a contract extension was required.	Pending USDA Signature
TOTAL		**$12,385.61**		

As shown in the table, the total cost for all change orders is currently $12,385.61. The construction project currently includes a $100,000 contingency, of which $87,614.39 remains. Some contingency funds have also been used to cover administrative costs incurred by the City, which does not offset the $100,000 contingency for construction.

Pay Recommendation

Wahlund Construction's Pay Request No. 5 is attached to this memo. A summary table is included with the Contractor's submittal which shows the total contract price, approved change orders, the value of work completed to date, the amount of previous payment requested, and the current payment due (which includes subtraction of the required 5% retention). The pay request is based on the bid schedule lump sum breakdown provided by the Contractor and the actual quantities of work completed. GHD construction management staff reviewed the accuracy of the percentage of completion estimates for each item.

We recommend payment to Wahlund Construction for Pay Request No. 5 in the amount of $215,049.63. As noted above, it is recommended that the City obtain reimbursed for this payment with USDA ECWAG funds. Payment to the Contractor is due within 30 calendar days of this recommendation for payment (due by August 19, 2017). Please do not hesitate to contact me if you have any questions regarding the project progress or this pay request.

Sincerely,
GHD Inc.

Nathan Stevens, PE
Project Engineer
707-443-8326

ATTACHMENTS
Wahlund Construction Pay Request No. 5

CC:
Brooke Woodcox, Rio Dell Finance Director, 675 Wildwood Avenue Rio Dell, CA 95562
Quinn Donovan, USDA Area Specialist 777 Sonoma Avenue, E Street Annex, Santa Rosa, CA 95404;
Kevin Warring, Water Resources Control Engineer, SWRCB

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 5

	Application Period: 6/1/2017 - 6/30/2017	Application Date: 6/30/2017
To (Owner): City of Rio Dell	From (Contractor): Ryan Wahlund, Wahlund Construction	Via (Engineer): Steve McHaney, PE
Project: Metropolitan Wells Redevelopment Project	Contract: Metropolitan Wells Redevelopment Project	
Owner's Contract No: 40190	Contractor's Project No: 43-16	Engineer's Project No: 11140078

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	$6,267.59	
2	$6,118.02	
TOTALS	$12,385.61	
NET CHANGE BY CHANGE ORDERS	$12,385.61	

1. ORIGINAL CONTRACT PRICE	$	1,302,900.00
2. Net change by Change Orders	$	12,385.61
3. Current Contract Price (Line 1 + 2)	$	1,315,285.61
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	486,683.82
5. RETAINAGE:		
a. 5% X 486,683.82 Work Completed	$	24,334.19
b. X Stored Material	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	24,334.19
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	462,349.63
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	247,300.00
8. AMOUNT DUE THIS APPLICATION	$	215,049.63
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	852,935.98

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: [signature] Date: 7/20/17

Payment of $ 215,049.63
(Line 8 or other - attach explanation of the other amount)

is recommended by: [signature] 7/20/17
(Engineer) (Date)

Payment of $ 215,049.63
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): City of Rio Dell Metropolitan Wells Redevelopment Project

Application Number: 5

Application Period: 6/1/2017 - 6/30/2017

Application Date: 6/30/2017

Item		Contract Information											
Bid Item No	Description	Item Quantity	Units	Unit Price ($)	Total Value of Item ($)	Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored	Quantity Previous Period	Quantity Complete to Date	Value of Work to Date ($)	Quantity Remaining%	Value of Work Remaining ($)
1	**Mobilization/Demobilization**			$ 52,000.00									
	Bonds and Insurance	1	LS	$ 15,000.00	$ 15,000.00		$ -		100%	100%	$ 15,000.00		$ -
	Preconstruction Administration	1	LS	$ 15,000.00	$ 15,000.00		$ -		100%	100%	$ 15,000.00		$ -
	Temporary Facilities	1	LS	$ 10,000.00	$ 10,000.00	10%	$ 1,000.00		60%	70%	$ 7,000.00	30.0%	$ 3,000.00
	Equipment Mobilization	1	LS	$ 7,000.00	$ 7,000.00		$ -		75%	75%	$ 5,250.00	25.0%	$ 1,750.00
	Demobilization	1	LS	$ 5,000.00	$ 5,000.00		$ -				$ -	100.0%	$ 5,000.00
2	**Construction Staking**			$ 5,000.00									
	Boundary Staking	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Construction Staking	1	LS	$ 1,000.00	$ 1,000.00	25%	$ 250.00		50%	75%	$ 750.00	25.0%	$ 250.00
3	**Shoring and Trench Safety**	1	LS	$ 1,000.00	$ 1,000.00		$ -				$ -	100.0%	$ 1,000.00
4	**Erosion and Sediment Control**	1	LS	$ 2,000.00	$ 2,000.00	20%	$ 400.00		50%	70%	$ 1,400.00	30.0%	$ 600.00
5	**Demolition/Removal/Disposal**			$ 12,000.00									
	Concrete Demolition	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Mechanical / Piping Demolition	1	LS	$ 4,000.00	$ 4,000.00		$ -		100%	100%	$ 4,000.00		$ -
	Hazardous Materials	1	LS	$ 3,000.00	$ 3,000.00		$ -		100%	100%	$ 3,000.00		$ -
	Disposal Fees	1	LS	$ 1,000.00	$ 1,000.00		$ -		100%	100%	$ 1,000.00		$ -
6	**Clearing/Grubbing, Site Grading, and Percolation Pond Construction**			$ 22,000.00									
	Clearing and Grubbing	1	LS	$ 4,000.00	$ 4,000.00		$ -		75%	75%	$ 3,000.00	25.0%	$ 1,000.00
	Site Grading	1	LS	$ 6,000.00	$ 6,000.00	25%	$ 1,500.00		25%	50%	$ 3,000.00	50.0%	$ 3,000.00
	Percolation Pond Construction	1	LS	$ 12,000.00	$ 12,000.00	75%	$ 9,000.00			75%	$ 9,000.00	25.0%	$ 3,000.00
7	**Destruction of Existing Wells**			$ 5,700.00									
	Well Destruction Permitting	1	LS	$ 1,500.00	$ 1,500.00		$ -				$ -	100.0%	$ 1,500.00
	Well Destruction	1	LS	$ 4,200.00	$ 4,200.00		$ -				$ -	100.0%	$ 4,200.00
8	**Well #1 Equipment, Piping, and Appurtenances**			$ 20,000.00									
	Well #1 Pump	1	LS	$ 7,500.00	$ 7,500.00		$ -				$ -	100.0%	$ 7,500.00
	Well #1 Piping and Appurtenances	1	LS	$ 8,000.00	$ 8,000.00		$ -				$ -	100.0%	$ 8,000.00
	Installation	1	LS	$ 4,500.00	$ 4,500.00		$ -				$ -	100.0%	$ 4,500.00
9	**Well #3 Equipment, Piping, and Appurtenances**			$ 17,500.00									
	Well #3 Pump	1	LS	$ 5,000.00	$ 5,000.00		$ -				$ -	100.0%	$ 5,000.00
	Well #3 Piping and Appurtenances	1	LS	$ 8,000.00	$ 8,000.00		$ -				$ -	100.0%	$ 8,000.00
	Installation	1	LS	$ 4,500.00	$ 4,500.00		$ -				$ -	100.0%	$ 4,500.00
10	**Chlorination Equipment and Eye Wash Station**			$ 17,000.00									
	Chlorination Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -				$ -	100.0%	$ 5,000.00
	Eye Wash Station	1	LS	$ 5,000.00	$ 5,000.00		$ -				$ -	100.0%	$ 5,000.00
	Installation	1	LS	$ 2,000.00	$ 2,000.00	25%	$ 500.00			25%	$ 500.00	75.0%	$ 1,500.00
	Drainage Sump	1	LS	$ 5,000.00	$ 5,000.00		$ -				$ -	100.0%	$ 5,000.00
11	**Slabs and Fiberglass Housings for Well and Chlorination Equipment**			$ 50,000.00									
	Concrete Slabs for Wells	1	LS	$ 2,500.00	$ 2,500.00		$ -				$ -	100.0%	$ 2,500.00
	Concrete Slab for Chlorination Equipment	1	LS	$ 5,000.00	$ 5,000.00		$ -				$ -	100.0%	$ 5,000.00
	Fiberglass Housing for Wells	1	LS	$ 15,000.00	$ 15,000.00		$ -				$ -	100.0%	$ 15,000.00
	Fiberglass Housing for Chlorination Equipment	1	LS	$ 20,000.00	$ 20,000.00		$ -				$ -	100.0%	$ 20,000.00
	Installation	1	LS	$ 7,500.00	$ 7,500.00		$ -				$ -	100.0%	$ 7,500.00
12	**Perimeter Fencing and Gate**	1	LS	$ 15,000.00	$ 15,000.00		$ -				$ -	100.0%	$ 15,000.00
13	**Electrical and Controls System**			$ 250,000.00									
	Electrical Mobilization	1	LS	$ 7,000.00	$ 7,000.00		$ -		50%	50%	$ 3,500.00	50.0%	$ 3,500.00
	Power Panel - Material	1	LS	$ 26,500.00	$ 26,500.00	15%	$ 3,975.00	$26,500.00	85.0%	100%	$ 26,500.00	0.0%	$ 0.00
	Power Panel - Labor	1	LS	$ 15,500.00	$ 15,500.00		$ -				$ -	100.0%	$ 15,500.00

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): City of Rio Dell Metropolitan Wells Redevelopment Project

Application Period: 6/1/2017 - 6/30/2017

Application Number: 5

Application Date: 6/30/2017

Item		Contract Information				Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored	Quantity Previous Period	Quantity Complete to Date	Value of Work to Date ($)	Quantity Remaining%	Value of Work Remaining ($)
Bid Item No	Description	Item Quantity	Units	Unit Price ($)	Total Value of Item ($)								
	Light Fixtures - Materials	1	LS	$ 2,500.00	$ 2,500.00		$ -				$ -	100.0%	$ 2,500.00
	Light Fixtures - Labor	1	LS	$ 2,500.00	$ 2,500.00		$ -				$ -	100.0%	$ 2,500.00
	Instrumentation & Controls - Materials	1	LS	$ 103,000.00	$ 103,000.00	62.26%	$ 64,124.96			62%	$ 64,124.96	37.7%	$ 38,875.04
	Instrumentation & Controls - Labor	1	LS	$ 35,500.00	$ 35,500.00		$ -				$ -	100.0%	$ 35,500.00
	Trenching and Backfill and Conduits - Materials	1	LS	$ 26,500.00	$ 26,500.00	50.0%	$ 13,250.00	$ 13,250.00	50%	52%	$ 13,768.20	48.0%	$ 12,731.80
	Trenching and Backfill and Conduits - Labor	1	LS	$ 31,000.00	$ 31,000.00	50%	$ 15,500.00			50%	$ 15,500.00	50.0%	$ 15,500.00
14	**Single Vessel Greensand Filter Packaged Water Treatment System at 300 gpm**			**$ 310,000.00**									
	Equipment Submittals	1	LS	$ 31,012.41	$ 31,012.41		$ -		100%	100%	$ 31,012.41		$ -
	Equipment Fabrication	1	LS	$ 72,362.30	$ 72,362.30		$ -		100%	100%	$ 72,362.30		$ -
	Equipment Delivered	1	LS	$ 103,374.71	$ 103,374.71		$ -				$ -	100.0%	$ 103,374.71
	Freight	1	LS	$ 9,317.46	$ 9,317.46		$ -				$ -	100.0%	$ 9,317.46
	Installation	1	LS	$ 80,240.29	$ 80,240.29		$ -				$ -	100.0%	$ 80,240.29
	Startup	1	LS	$ 13,692.83	$ 13,692.83		$ -				$ -	100.0%	$ 13,692.83
15	**CMU Treatment and Controls Building**			**$ 170,000.00**									
	Excavation and Subgrade Prep	1	LS	$ 25,000.00	$ 25,000.00	75%	$ 18,750.00		25%	100%	$ 25,000.00		$ -
	Concrete Foundation	1	LS	$ 50,000.00	$ 50,000.00	100%	$ 50,000.00			100%	$ 50,000.00		$ -
	CMU	1	LS	$ 45,000.00	$ 45,000.00	90%	$ 40,500.00			90%	$ 40,500.00	10.0%	$ 4,500.00
	Louvers and Vents	1	LS	$ 4,000.00	$ 4,000.00		$ -				$ -	100.0%	$ 4,000.00
	Roof Structure	1	LS	$ 30,000.00	$ 30,000.00		$ -				$ -	100.0%	$ 30,000.00
	Doors	1	LS	$ 10,000.00	$ 10,000.00		$ -				$ -	100.0%	$ 10,000.00
	Painting	1	LS	$ 6,000.00	$ 6,000.00		$ -				$ -	100.0%	$ 6,000.00
16	**Clear Well Booster Pumps and Motors**	**2**	**EA**	**$ 43,000.00**									
	Clear Well Booster Pumps and Motors	2	EA	$ 36,000.00	$ 72,000.00		$ -				$ -	100.0%	$ 72,000.00
	Installation	2	EA	$ 4,000.00	$ 8,000.00		$ -				$ -	100.0%	$ 8,000.00
	Painting	2	EA	$ 3,000.00	$ 6,000.00		$ -				$ -	100.0%	$ 6,000.00
17	**Site Piping, Valves, and Appurtenances**			**$ 15,000.00**									
	Raw Water Piping	1	LS	$ 7,000.00	$ 7,000.00	25%	$ 1,750.00		25%	50%	$ 3,500.00	50.0%	$ 3,500.00
	Potable Water Piping	1	LS	$ 5,000.00	$ 5,000.00	25%	$ 1,250.00		25%	50%	$ 2,500.00	50.0%	$ 2,500.00
	Backwash Piping	1	LS	$ 3,000.00	$ 3,000.00	50%	$ 1,500.00		25%	75%	$ 2,250.00	25.0%	$ 750.00
18	**Site Gravel**	**1**	**LS**	**$ 11,000.00**	**$ 11,000.00**		$ -				$ -	100.0%	$ 11,000.00
19	**Gravel Driveway**	**1**	**LS**	**$ 13,000.00**	**$ 13,000.00**		$ -		75%	75%	$ 9,750.00	25.0%	$ 3,250.00
20	**Clear Well Cleaning, Disinfection, and Recoating**			**$ 5,000.00**									
	Clear Well Cleaning	1	LS	$ 3,000.00	$ 3,000.00		$ -				$ -	100.0%	$ 3,000.00
	Clear Well Disinfection	1	LS	$ 1,000.00	$ 1,000.00		$ -				$ -	100.0%	$ 1,000.00
	Clear Well Recoating	1	LS	$ 1,000.00	$ 1,000.00		$ -				$ -	100.0%	$ 1,000.00
A-1	**Paved Driveway**	**1**	**LS**	**$ 11,000.00**	**$ 11,000.00**		$ -				$ -	100.0%	$ 11,000.00
A-3	**Double Vessel Greensand Filter Packaged Water Treatment System at 300 gpm each vessel (difference in cost from Base Bid Item 14)**			**$ 116,000.00**									
	Equipment Submittals	1	LS	$ 11,604.65	$ 11,604.65		$ -		100%	100%	$ 11,604.65		$ -
	Equipment Fabrication	1	LS	$ 27,077.51	$ 27,077.51		$ -		100%	100%	$ 27,077.51		$ -
	Equipment Delivered	1	LS	$ 38,682.15	$ 38,682.15		$ -				$ -	100.0%	$ 38,682.15
	Freight	1	LS	$ 3,486.54	$ 3,486.54		$ -				$ -	100.0%	$ 3,486.54
	Installation	1	LS	$ 30,025.38	$ 30,025.38		$ -				$ -	100.0%	$ 30,025.38
	Startup	1	LS	$ 5,123.77	$ 5,123.77		$ -				$ -	100.0%	$ 5,123.77
A-4	**Serpentine Chlorine Contact Pipe**			**$ 88,000.00**									
	Piping	1	LS	$ 29,000.00	$ 29,000.00		$ -				$ -	100.0%	$ 29,000.00
	Installation	1	LS	$ 59,000.00	$ 59,000.00		$ -				$ -	100.0%	$ 59,000.00

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract)	City of Rio Dell Metropolitan Wells Redevelopment Project	Application Number	9
Application Period	6/1/2017 - 6/30/2017	Application Date	6/30/2017

Item		Contract Information											
Bid Item No	Description	Item Quantity	Units	Unit Price ($)	Total Value of Item ($)	Estimated Quantity Installed this Period	Value of Work Installed this Period	Materials Presently Stored	Quantity Previous Period	Quantity Complete to Date	Value of Work to Date ($)	Quantity Remaining%	Value of Work Remaining ($)
A-5	**Woven Geotextile Fabric Under Site Gravel and Driveway**	**1**	**LS**	**$ 8,700.00**	**$ 8,700.00**		$ -		100%	100%	$ 8,700.00		$ -
CCO No. 1	**Add additional 6" of aggregate base underneath the slab of the CMU Treatment & Controls building & driveway**	**1**	**LS**	**$ 6,267.59**	**$ 6,267.59**	50%	$ 3,133.80			50%	$ 3,133.80	50.0%	$ 3,133.80
CCO No. 2	**Replace the length of existing pipe from the tie-in location (Keynote 20 on Drawing C102) to the southern property line with new 6-inch C900 PVC pipe with bell restraints.**	**1**	**LS**	**$ 6,118.02**	**$ 6,118.02**		$ -				$ -	100.0%	$ 6,118.02
	Totals				**$ 1,315,285.61**		**$ 226,368.03**	**$40,268.20**		37.0%	**$ 486,683.82**	63.0%	**$ 828,601.79**

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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
August 1, 2017

To: Honorable Mayor Wilson and Members of the City Council

From: Brooke Woodcox, Finance Director
Randy Jensen, Water/Roads Superintendent

Through: Kyle Knopp, City Manager

Date: August 1, 2017

Subject: Resolution 1347-2017 Increase Fiscal Year 2017/18 Appropriations for Sewer Machine and Blower Replacement

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RECOMMENDATION

It is recommended that the City Council approve Resolution No. 1347-2017 amending the Operating and Capital budget to include additional appropriations as follows:

1) $35,000.00 – Sewer Capital Fund
2) $17,537.88 – Sewer Capital Fund
$52,537.88

BACKGROUND

The budget was adopted with $4,119,688 in appropriations and $3,673,014 in revenues. A total of 18.5 full-time equivalents (FTEs) were included in the adopted budget. Amendment(s) to date include an additional $6,172 in expenditures.

Resolution 1344-2017 $6,172 for items 1) $5,000 Sewer Operations Fund Relocation Costs for New Hire; and 2) $1,782 General Fund Lawn Mower Additional Costs.

The items being requested will be purchased out of the Sewer Capital Fund. The Sewer Capital Budget (attached) was adopted with expenditures of $164,250. Resolution 1347-2017 brings the total Sewer Capital Budget amount to $216,788.

1) $35,000– Sewer Capital Fund. Originally the 2017/18 Operating and Capital Budget was adopted with $35,000 for replacement of a sewer machine. The projected cost was based on outdated information and the actual cost to replace the sewer machine is twice as much as originally budgeted. Replacement should not exceed $70,000;

2) $17,537.88 – Sewer Capital Fund. This amount is for an unforeseen replacement of a sewer blower motor. The blower motor had to be replaced due to normal wear and tear and the blower unexpectedly quit working.

BUDGETARY IMPACT

Decrease in Sewer Fund Reserves $52,538

(Summary of 2017/18 Sewer Fund Budget below)

SEWER FUNDS SUMMARY 2017/18 ADOPTED BUDGET AND BUDGET AMENDMENTS Through August 1, 2017	
REVENUES	1,214,782
EXPENDITURES	1,301,077
Change in Reserves	(86,295)
LESS	
Resolution 1344-2017	(5,000)
Resolution 1347-2017 (Presented)	(52,538)
FY 2017/18 TOTAL CHANGE IN RESERVES	(143,833)

ATTACHMENTS

- Resolution 1347-2017 Budget Amendment for Transfer of Reserve Amounts
- FY 2017/18 Capital Projects List
- Invoice for Blower Motor Replacement

RESOLUTION NO. 1347-2017
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL FOR A TRANSFER OF
RESERVE AMOUNTS AMENDING
THE OPERATING BUDGET
FOR THE FISCAL-YEAR 2017-2018

WHEREAS, the City adopted Resolution 1333-2017 establishing the City's Operating and Capital Budget for the Fiscal-Year 2017/18; and

WHEREAS, the City has approved and its 2017/18 fiscal year Operating and Capital Budgets and have identified additional costs that should be included to update the 2017/18 fiscal-year budget; and

NOW THEREFORE BE IT RESOLVED, that the City of Rio Dell City Council does hereby amend the City of Rio Dell 2017/18 Operating and Capital Budget with the following amendments:

INCREASE EXPENDITURES

$ 17,538	SEWER FUND	052	Replace Blower Motor (Unanticipated Equipment Replacement)
$ 35,000	SEWER FUND	052	Replace Sewer Machine NOT TO EXCEED $70,000 ($35,000 previously adopted 2017/18 Budget Resolution 1333-2017)
$ 52,538	TOTAL		

PASSED AND ADOPTED by the City Council of the Rio Dell on this 1st day of August by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk

FY 2017/18
ADOPTED CAPITAL/SPECIAL PROJECTS

GENERAL FUND (000)	AMOUNT	DESCRIPTION
Belleview/Ogle (carry-over 15/16)	45,000	Belleview/Ogle repairs
Lawn Mower	20,000	Replacement for aged City Lawn Mower
City Hall Repairs and Improvements		
CDBG ABR ADA Improvements	90,000	GF Subsidy for City Hall ADA improvements
Council Chambers	15,000	Acoustics, misc. improvements
Reception Area	20,000	ADA, Security, misc. improvements
Broken Windows	10,000	Repairs and maintenance
GEN FUND PROJECTS	200,000	

WATER FUND (062)	AMOUNT	DESCRIPTION
Water Plant Effluent Redirection	150,000	Project to lower silt emission into WWTP
"Hauk" Calibration	15,000	Contractor to calibrate insturmentation
Four Ft. Roller & Trailer (.25)	8,250	Equipment for small paving projects.
Utility Truck (0.40)	14,000	Replacement for aged Jeep and GMC Utility
Forklift (0.15)	2,250	Replacement for aged forklift
WATER FUND PROJECTS	189,500	

SEWER FUND (062)	AMOUNT	DESCRIPTION
Contact Basic Covers	30,000	Project for compliance with SWRCB
Sewer Machine Replacement	35,000	Replacement of aged Sewer Machine
Sewer Push Camera	5,000	Replacement of aged Camera
Utility Truck (0.40)	14,000	Replacement for aged Jeep and GMC Utility
Four Ft. Roller & Trailer (.25)	8,250	Equipment for small paving projects.
I & I Reduction	60,000	Manhole repair project
Forklift (0.80)	12,000	Replacement for aged forklift
SEWER FUND PROJECTS	164,250	

STREETS FUNDS (020, 024)	AMOUNT	DESCRIPTION
Four Ft. Roller & Trailer (.5)	16,500	Equipment for small paving projects.
Utility Truck (0.20)	7,000	Replacement for aged Jeep and GMC Utility
Street Striping	20,000	Safety work
Drainage replacements	30,000	Repair of various drains in town.
Forklift (0.05)	750	Replacement for aged forklift
STREETS FUNDS PROJECTS	74,250	

CDBG FUND (037)	AMOUNT	DESCRIPTION
CDBG ABR ADA Improvements	160,000	City Hall ABR ADA (plus GF $90k Subsidy)
CDBG FUND PROJECT	160,000	

788,000

Industrial Electric Arcata, Inc.

990 Samoa Blvd.
PO Box 1135
Arcata, CA 95518
707-822-2485

Invoice

Date	Invoice #
7/6/2017	IN24119

FY 17/2018

Bill To	Ship To
CITY OF RIO DELL 675 WILDWOOD AVE. RIO DELL, CA 95562	CITY OF RIO DELL

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	1% 10 DAYS NET 25		6/26/2017			

Quantity	Item Code	Description	U/M	Price Each	Amount
12	SERVICE CALL	SERVICE CALL	hr	95.00	1,140.00
2	RB23	3" TO 2" REDUCING BUSHING	ea	8.69	17.38T
1	2520 3/4X60	VARNISHED CAMBRIC TAPE	ea	24.75	24.75T
1	130C	3/4 X 30 LINERLESS RUBBER TAPE	ea	10.89	10.89T
85	SHOP SUPPLIES	SHOP SUPPLIES	ea	1.00	85.00T
1	NU215RC3FY	KOYO CYLINDRICAL RADIAL	ea	160.69	160.69T
3	75/1800 M8993	75HP 1800RPM 365T FRAME XSD ULTRA HIGH TORQ MOTOR	ea	4,829.33	14,187.99T
2	4B136Q1	CAST IRON SHEAVES 13.95" OD 4 GROOVE	ea	176.89	353.78T
2	Q1 2 3/8	QD BUSHING 2 3/8" BORE	ea	24.96	49.92T
3	POLYREX-EM1...	MOBILE POLYREX-EM14OZ CART	ea	9.35	28.05T
		Sales Tax County Rate		7.75%	1,179.43

WWTP
BLOWER MOTOR
REPLACEMENT.

UNFORESEEN
NEEDS BUDGET
AMENDMENT

CITY OF RIO DELL
JUL 12 2017
RECEIVED

CITY OF RIO DELL
APPROVED

Total	$17,537.88

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

August 1, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Approval of Letter of Opposition to SB 679 and Authorization for the Mayor to Sign

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve of the letter of opposition and authorize the Mayor to sign.

BACKGROUND AND DISCUSSION

The City of Rio Dell currently receives approximately $21,036 in annual cell tower lease revenue from two tenants, US Cellular and T-Mobile.

Current legislation that has made its way through the California Senate and working its way through the Assembly would reduce this revenue to just $6,000 annually. This legislation is knows as SB 649 and the League of California Cities is recommending that the City oppose this legislative overreach.

Nearly 150 cities, and the League, remain opposed to SB 649 *(as amended June 20)* related to the permitting of wireless and small cell telecommunications facilities. This proposal represents a major shift in telecommunications policy and law by requiring local governments to lease out the public's property, cap how much cities can lease this space out for, eliminate the ability for cities to negotiate public benefits, the public's input and full discretionary review in all communities of the state except for areas in coastal zones and historic districts, for the installation of "small cell" wireless equipment.

As amended, the bill is no longer limited to just "small cells." SB 649 now applies broadly to all telecommunications providers and the equipment they use from "micro-wireless" to "small cell" to "macro-towers." This latest version places a new ban on city/county regulation of placement or operation of "communication facilities" within and outside the public right of way far beyond "small cells." This new language would extend local preemption of regulation to any "provider authorized by state law to operate in the rights of way," which can include communications facilities installed for services such as gas, electric, and water, leaving cities and counties with limited oversight only over "small cells."

Despite the wireless industry's claim that the equipment would be "small" in their attempt to justify this special permitting and price arrangement solely for their industry, the bill would allow for antennas as large as six cubic feet, equipment boxes totaling 35 cubic feet (larger than previous bill version of 21 cubic feet), with no size or quantity limitations for the following equipment: electric meters, pedestals, concealment elements, demarcation boxes, grounding equipment, power transfer switches, and cutoff switches.

SB 649 includes language that would, among other things:

- Tie the hands of local government by prohibiting discretionary review of "small cell" wireless antennas and related equipment, regardless of whether they will be collocated on existing structures or located on new "poles, structures, or non-pole structures," including those within the public right-of-way.

- Shut out the public from the permitting process and preempt adopted local land use plans by mandating that "small cells" be allowed in all zones as a use by-right.

- Provide a de facto exemption to the California Environmental Quality Act (CEQA) for the installation of such facilities and precludes consideration by the public of the aesthetic, nuisance impacts, and other environmental impacts of these facilities;

- Cap lease agreements for use of public property at $250 (it was $850 under the prior version of the bill) annually per attachment rates for each "small cell." In contrast, some cities have been able to negotiate leases for "small cells" upwards of $3,000, while others have negotiated "free" access to public property in exchange for a host of tangible public benefits, such as free Wi-Fi in public places, or network build-out to underserved parts of their cities.

///

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

August 1, 2017

The Honorable Ben Hueso
California State Senate, District 40
State Capitol Building, Room 4035
Sacramento, CA 95814
VIA FAX: 916-651-4940

RE: **SB 649 (Hueso). Wireless Telecommunications Facilities.**
Notice of Opposition *(As Amended 6/20/17)*

Dear Senator Hueso:

The City of Rio Dell is **strongly opposed** to your SB 649, which would represent a major shift in telecommunications policy and law by requiring local governments to lease out the public's property, cap how much cities can lease this space out for, eliminate the ability for cities to negotiate public benefits, the public's input and full discretionary review in all communities of the state except for areas in coastal zones and historic districts, for the installation of "small cell" wireless equipment.

Despite the wireless industry's claim that the equipment would be "small" in their attempt to justify this special permitting and price arrangement solely for their industry, the bill would allow for antennas as large as six cubic feet, equipment boxes totaling 35 cubic feet (larger than previous bill version of 21 cubic feet), with no size or quantity limitations for the following equipment: electric meters, pedestals, concealment elements, demarcation boxes, grounding equipment, power transfer switches, and cutoff switches.

This legislation represents yet another takeaway from local government. In this case it amounts to over $15,000 in lost annual revenue that directly results from your bill. That may not sound like a significant impact to you, but in a small struggling city like Rio Dell, this is a move in the wrong direction.

The industry also claims that SB 649 retains local discretion, but by moving the bill into the ministerial process, also known as over-the-counter or check-the-box permitting, their "attempt" at giving locals discretion falls flat. Cities would have to live with the size parameters established by the bill for "small cells." Furthermore, cities would be unable to impose any meaningful

maintenance requirements for the industry's small cells and are limited to requiring building and encroachment permits confined to the bill's parameters written by the industry. True local discretion exists only through the use of discretionary permits, not through building or encroachment permits, especially since the public has no say in the issuance of the latter.

Furthermore, the ability for cities to negotiate any public benefit (typically negotiated because of the level of discretion cities currently have) would be eliminated by this bill. Benefits, such as network access for police, fire, libraries, and parks, negotiated lease agreements for the city general fund to pay for such services, or the ability to use pole space for public safety and/or energy efficiency measures are effectively stripped down or taken away entirely. Even if every single city resident complained about a particular "small cell" and its visual blight, cities and their councils would have no recourse to take them down, move them, or improve their appearance or any other community impacts under SB 649.

In addition to the permitting issues raised by this bill, it would also cap how much cities can negotiate leases for use of public property and a city's ability to maximize public benefit at $250 (was $850 under prior version of the bill) annually per attachment rates for each "small cell". Some cities have been able to negotiate leases for "small cells" upwards of $3,000, while others have offered "free" access to public property in exchange for a host of tangible public benefits, such as free Wi-Fi in public places, or network build-out to underserved parts of their cities, agreements usually applauded by both cities and industry.

What's truly perverse about SB 649 is that it would actually fail to deliver on stated promises and make it especially tough for cities that always seem to be last in line for new technology to see deployment, while also completely cutting out these communities from the existing process. For example, SB 649 fails to require that their "small cells" deliver 5G, 4G, or any standard level of technology. The truth is that standards for 5G are still being developed, which is why the bill can't require it to meet that standard which begs the question as to why this bill is necessary at all. It also fails to impose any requirement for the wireless industry to deploy their networks to unserved or underserved parts of the state.

While California has been a leader in wireless deployment, many rural and suburban parts of the state still don't have adequate network access. The lease cap in the bill guarantees prices for the wireless industry to locate in the state's "population hubs," leaving other parts of the state stranded and when the technology finally does deploy, they'll have no say in the time, place, manner, or design of the equipment, creating two different standards depending on where one lives in the state, one for coastal and historic, and a lower standard for everyone else.

As if SB 649 wasn't wreaking enough havoc on the ability for cities to protect their residents, the latest June 20, 2017 amendments completely deregulate and eliminate all oversight for "micro-wireless" facilities which can be equipment nearly three feet long dangling between utility poles, raising significant public safety issues such as obstructing traffic sight distance without any oversight. In addition, the arbitrary "lease cap" of $850 in the prior version of the bill has now been lowered to $250 for each small cell, not just as applied to leases but also to the permitting of "small cells." Also, the bill now applies a utility pole "attachment rate" formula which is inappropriate for equipment being placed on city buildings, street and traffic lights.

As amended, the bill is no longer limited to just "small cells." It now applies broadly to all telecommunications providers and the equipment they use from "micro-wireless" to "small cell" to "macro-towers." It's clear from the direction of this bill, that this is not about 5G wireless deployment, but more about local deregulation of the entire telecommunications industry. This latest version places a new ban on city/county regulation of placement or operation of "communication facilities" within and outside the public right of way far beyond "small cells." This new language would extend local preemption of regulation to any "provider authorized by state law to operate in the rights of way," which can include communications facilities installed for services such as gas, electric, and water, leaving cities and counties with limited oversight only over "small cells."

Ultimately, cities and local governments recognize that the wireless industry offers many benefits in our growing economy, but a balance with community impacts must also be preserved. SB 649, however, is the wrong approach and benefits corporate bottom lines rather than communities. The bill undermines our ability to ensure our residents have a voice and get a fair return for any use of public infrastructure. Residents that don't happen to live in a coastal zone or in a historic district will have to wonder why their communities deserve such second-tier status. Furthermore, this bill is no longer about small cells; instead it's about all telecommunications regulation. Such a massive shift in law and policy is unprecedented and would warrant statewide stakeholder meetings before even considering such a shift, let alone trying to jam this through between now and September.

For these reasons, the City of Rio Dell is **strongly opposed** to your SB 649.

Sincerely,

Frank Wilson
Mayor
City of Rio Dell

cc: Governor Brown
Senator McGuire
Assemblymember Wood
Sara Rounds, League of California Cities
Meg Desmond, League of California Cities

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: knoppk@cityofriodell.ca.gov

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
August 1, 2017

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Woodcox, Finance Director

DATE: August 1, 2017

SUBJECT: Resolution 1346-2017 Investment Policy Update

RECOMMENDATION

Approve Resolution 1346-2017 updating the City's Investment Policy

BUDGETARY IMPACT

None.

BACKGROUND AND DISCUSSION

From time to time the City's Investment Policy should be reviewed and approved at a regularly scheduled Council meeting (California Government Code Section 53646(a)(2)). The existence of an approved investment policy demonstrates that the City's governing body is performing its fiduciary responsibilities in the management of the City's idle cash reserves.

The City's Investment Policy was adopted on February 3, 2009 through Resolution 1035-2009. Minor revisions have been made where applicable by statute. These are highlighted in the draft copy of the Resolution attached.

ATTACHMENTS

Draft Resolution 1346-2017
Final Resolution 1346-2017

RESOLUTION NO. 1346-2017
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
ADOPTING CITY OF RIO DELL
INVESTMENT POLICY

WHEREAS, This Policy is intended to provide guidelines for the prudent investment of the City's idle cash, and outline the policies for maximizing the efficiency of the City's cash management system. The investment goal is to enhance the economic condition of the City while insuring liquidity, and the safety of funds invested; and

NOW, THEREFORE, BE IT RESOLVED, THAT THE City does hereby adopt the following Investment Policy:

III. OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield on its investments consistent with the criteria established for safety and liquidity.

IV. POLICY ANDGUIDELINES

The City Council's management responsibility for the investment program is hereby delegated to the City Manager. The Finance Director through the City Manager shall monitor and review all investments for consistency with this investment policy and assume full responsibility for those transactions until the delegation of authority is revoked or expires.

The Finance Director is responsible for depositing and/or investing the surplus funds in the City Treasury in accordance with the California Government Code, Sections 53601, 53607 and 53635. The City manages its investment program in accordance with California Government Code Sections 53600.3 under which those making investments on its behalf are deemed to act in a fiduciary capacity subject to the prudent investor standard.

The three objectives of SAFETY, LIQUIDITY, and YIELD are to be taken into consideration when making investment decisions in accordance with Section 53600.5 of the California Government Code.

A. SAFETY IS THE PRIMARY OBJECTIVE: Safety and the minimizing of risk associated with investing refers to attempts to reduce the potential for loss of principal, interest or combination of the two. The City invests only in those instruments that are considered very safe.

B. LIQUIDITY IS THE SECONDARY OBJECTIVE: Liquidity refers to the ability to

convert an investment to cash promptly with minimum risk of losing some portion of principal or interest. A portion of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements.

Investments must not have a term remaining to maturity in excess of three years without prior approval from the City Council at least three months prior to making the investment not withstanding that the California Government Code Section 53601 allows for maturities of up to five years without City Council approval.

C. YIELD IS THE THIRD OBJECTIVE: Yield is the average annual return on an investment based on the interest rate, price, and length of time to maturity. The City attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met.

V. INVESTMENT INSTRUMENTS

A. Eligible Securities:

The City of Rio Dell may invest in the following instruments under the guidelines as provided herein. and in accordance with Sections 53601, 53635, 53637, 53638, 53651, 53652 and 53653 of the California Government Code. Percentage limitations on the purchase of securities apply at the time of purchase.

1. **CERTIFICATES OF DEPOSIT** Time Certificates of Deposit will be made only in accounts insured pursuant to Federal laws. For deposits in excess of the insured maximum of$100,000, approved collateral shall be required in accordance with California Government Code Section 53652. Purchase of Time Certificatesof Deposit are restricted to a maximum of 30% of the City's surplus funds and a maximum maturity of one year.

2. **SECURITIES OF THE U.S. GOVERNMENT OR ITS AGENCIES** include obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or in obligations, participations, or other instruments of, or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association; or in guaranteed portions of Small Business Administration notes; or in obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise.

3. **TREASURY BILLS AND NOTES** U.S. Treasury Bills, Notes, Bonds or Certificates of Indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

4. **LOCAL AGENCY INVESTMENT FUND (LAIF)** Investment of funds in the California LAIF which allows the State Treasurer to invest through the Pooled

Money Investment Account subject to the State's annual investment policy. Maximum investment is subject to State regulation.

5. **CALIFORNIA ASSET MANAGEMENT PROGRAM** (CAMP)The Program consists of the California Asset Management Trust, ~~a California common law trust organized in 1989 that~~ a California Joint Powers Authority ("JPA") established in 1989 to provide California public agencies with professional investment services. CAMP currently offers a professionally managed money market investment portfolio, the Cash Reserve Portfolio (the "Pool"). The Program also offers individual professionally managed accounts ("Individual Portfolios"). The Individual Portfolios are not part of the assets of the Trust.

   Cash in the Pool and the Individual Portfolios will be invested by the California Asset Management Trust investment advisor in accordance with the prudent investor standard of the California Government Code. To the extent prohibited by the California Government Code, the Pool, and Individual Portfolios will not invest in any inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages, or in any security that could result in zero interest accrual if held to maturity. Only those investments authorized by the California Government Code will be used in the Cash Reserve Portfolios and/or the Individual Portfolios.

6. **BANKERS ACCEPTANCES** Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as Bankers Acceptances, both domestic and foreign, which are eligible for purchase by the Federal Reserve System. Purchases of Bankers Acceptances must be from banks rated Al/Pl and may not exceed ~~270~~ 180 days maturity or 40% of the City's surplus money which may be invested. However, no more than 30% of the City's surplus funds may be invested in the Bankers Acceptances of any one commercial bank.

7. **COMMERCIAL PAPER** of "prime" quality of the highest rating as provided by ~~Moody's Investors Service, Inc., or Standard and Poor's Corporation (A-1;P-1)~~ a nationally recognized statistical rating organization (NRSRO). Purchases of eligible commercial paper may not exceed ~~90~~ 270 days maturity nor represent more than 10% of the outstanding paper of any single issuing corporation, nor 15% of the City's surplus money which may be invested. An additional 15%,or a total of ~~30~~25% of the City's surplus money may be invested in commercial paper if the dollar-weighted average maturity of the entire amount does not exceed 31 days. Eligible paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000). The issuing corporation must have an "A" or higher rating for the issuer's debt, other than commercial paper, if any, as provided by Moody's Investors Services Inc. or Standard and Poor's Corporation.

8. **NEGOTIABLE CERTIFICATES OF DEPOSIT** Issued by a nationally or State-charted bank or a State or Federal savings and loan association or by a

State-licensed branch of a foreign bank. Issuers must be rated Al/Pl. Purchases of Negotiable Certificates of Deposit may not exceed 30% of the City's surplus money which may be invested.

9. **REPURCHASE AGREEMENTS** A purchase of securities by the City pursuant to an agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount. No more than 10% of the City's surplus funds shall be invested in repurchase agreements. Investments in repos will be used solely as short term investments not to exceed 90 days and the market value of the securities used as collateral that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities, and the value shall be marked to market daily. The collateral shall be limited to obligations of the United States government and its agencies. Securities used as collateral shall be held by the City's depository bank trust department. Said securities shall be held in a manner that establishes the City's right of ownership.

10. **SHARES OF BENEFICIAL INTEREST (MONEY MARKET MUTAL FUNDS) ISSUED BY DIVERSIFIED MANAGEMENT COMPANIES** Money Market Mutual funds must consist of highly-rated short -term debt instruments. The management companies shall either (1) attain the highest ranking or the highest letters and numerical rating provided by not less than two of the three largest nationally recognized rating services, or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years experience investing in the securities and obligations as authorized above and with assets under management in excess of five hundred million dollars ($500,000,000) and (3) follow regulations specified by the SEC under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1, et seq.). The purchase price of shares for beneficial interest shall not include any commission these companies may charge and shall not exceed 15% of the City's surplus money which may be invested.

11. **MEDIUM TERM NOTES TO A MAX. MATURITY OF THREE YEARS** Medium-term notes of a maximum maturity of three years issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any State and operating within the United States. Notes eligible for investment shall be rated in a rating category of "AA" or its equivalent or better by at least two nationally recognized rating agencies (~~Standard & Poors, Moodys, Duff & Phelps and Fitch~~NRSRO). Furthermore, the Medium Term Note may not be rated below "AA" by any rating agency. Investments may not exceed 30% of the City's surplus funds.

12. **STATE AND LOCAL AGENCY OBLIGATIONS** include bonds, notes, warrants, or other evidence of indebtedness of any local agency within the State of California and/or the State of California. Investment in State and Local Agency Obligations are limited to taxable issues rated "AAA" by one of the three nationally recognized rating agencies and further limit investments to 30%

of the City's surplus funds.

13. **OTHER** investments that are, or may become, legal investments through the State of California Government Code and with prior approval of the City Council.

B. Prohibited Securities:

1. Those securities not enumerated under Section V. A. "Eligible Securities" and
2. Inverse floaters, range notes, interest only strips derived from a pool of mortgages (collateralized mortgage obligations) and any security that could result in zero interest accrual if held to maturity as specified in Section 53601.6 of the California Government Code.
3. Securities lending agreements.

VIII. INTERNAL CONTROLS

Internal controls are designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal controls shall address the following points:

A. Control of Collusion - Collusion is a situation where two or more employees are working together to defraud their employer.
B. Separation of duties - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
C. Safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by State law) shall be placed with the City's depository bank in its trust department for safekeeping. Said securities shall be held in a manner that establishes the City's right of ownership.
D. Clear Delegation of Authority - Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
E. Written Confirmation of Telephone Transactions for Investments and Wire Transfers - Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by the appropriate person.

IX. CRITERIA FOR SELECTING BROKERS AND DEALERS

A Broker is a firm that does not own the securities being offered. A firm could be both a Broker and a Dealer. A Dealer owns a position in the securities being offered. As used below, the term "Dealer" refers to both Brokers and Dealers.

A. A qualified dealer must be a bank, savings and loan, or an investment securities dealer. Commercial paper issuers may be considered qualified dealers for direct issuance of their commercial paper.
B. Investment Securities dealers- must be primary dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
C. A qualified dealer must have a minimum capital requirement under SEC Rule 15C3-1 of

$250,000 and have at least five years of experience.

D. A qualified dealer must supply proof of ~~National Association of Securities Dealers (NASD)~~Financial Industry Regulatory Authority (FINRA) certification and State of California registration.

E. A qualified dealer must certify that it has reviewed and understands the California Government Code Sections 53600 et seq. and the City's Investment Policy and that all securities offered.to the City will comply fully with all provisions of the Government Code and with the City's Investment Policy.

F. Broker/Dealers must be approved by the City Council prior to doing business with the City of Rio Dell.

PASSED AND ADOPTED by the City Council of the Rio Dell on this 1st day of August, 2017 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk

RESOLUTION NO. 1346-2017
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
ADOPTING CITY OF RIO DELL
INVESTMENT POLICY

WHEREAS, This Policy is intended to provide guidelines for the prudent investment of the City's idle cash, and outline the policies for maximizing the efficiency of the City's cash management system. The investment goal is to enhance the economic condition of the City while insuring liquidity, and the safety of funds invested; and

NOW, THEREFORE, BE IT RESOLVED, THAT THE City does hereby adopt the following Investment Policy:

III. OBJECTIVES

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield on its investments consistent with the criteria established for safety and liquidity.

IV. POLICY ANDGUIDELINES

The City Council's management responsibility for the investment program is hereby delegated to the City Manager. The Finance Director through the City Manager shall monitor and review all investments for consistency with this investment policy and assume full responsibility for those transactions until the delegation of authority is revoked or expires.

The Finance Director is responsible for depositing and/or investing the surplus funds in the City Treasury in accordance with the California Government Code, Sections 53601, 53607 and 53635. The City manages its investment program in accordance with California Government Code Sections 53600.3 under which those making investments on its behalf are deemed to act in a fiduciary capacity subject to the prudent investor standard.

The three objectives of SAFETY, LIQUIDITY, and YIELD are to be taken into consideration when making investment decisions in accordance with Section 53600.5 of the California Government Code.

A. SAFETY IS THE PRIMARY OBJECTIVE: Safety and the minimizing of risk associated with investing refers to attempts to reduce the potential for loss of principal, interest or combination of the two. The City invests only in those instruments that are considered very safe.

B. LIQUIDITY IS THE SECONDARY OBJECTIVE: Liquidity refers to the ability to

convert an investment to cash promptly with minimum risk of losing some portion of principal or interest. A portion of the portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements.

Investments must not have a term remaining to maturity in excess of three years without prior approval from the City Council at least three months prior to making the investment not withstanding that the California Government Code Section 53601 allows for maturities of up to five years without City Council approval.

C. YIELD IS THE THIRD OBJECTIVE: Yield is the average annual return on an investment based on the interest rate, price, and length of time to maturity. The City attempts to obtain the highest yield possible, provided that the basic criteria of safety and liquidity have been met.

V. INVESTMENT INSTRUMENTS

A. Eligible Securities:

The City of Rio Dell may invest in the following instruments under the guidelines as provided herein. and in accordance with Sections 53601, 53635, 53637, 53638, 53651, 53652 and 53653 of the California Government Code. Percentage limitations on the purchase of securities apply at the time of purchase.

1. **CERTIFICATES OF DEPOSIT** Time Certificates of Deposit will be made only in accounts insured pursuant to Federal laws. For deposits in excess of the insured maximum of$100,000, approved collateral shall be required in accordance with California Government Code Section 53652. Purchase of Time Certificatesof Deposit are restricted to a maximum of 30% of the City's surplus funds and a maximum maturity of one year.

2. **SECURITIES OF THE U.S. GOVERNMENT OR ITS AGENCIES** include obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or in obligations, participations, or other instruments of, or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association; or in guaranteed portions of Small Business Administration notes; or in obligations, participations, or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise.

3. **TREASURY BILLS AND NOTES** U.S. Treasury Bills, Notes, Bonds or Certificates of Indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.

4. **LOCAL AGENCY INVESTMENT FUND (LAIF)** Investment of funds in the California LAIF which allows the State Treasurer to invest through the Pooled

Money Investment Account subject to the State's annual investment policy. Maximum investment is subject to State regulation.

5. **CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP)**The Program consists of the California Asset Management Trust, a California Joint Powers Authority ("JPA") established in 1989 to provide California public agencies with professional investment services. CAMP currently offers a professionally managed money market investment portfolio, the Cash Reserve Portfolio (the "Pool"). The Program also offers individual professionally managed accounts ("Individual Portfolios"). The Individual Portfolios are not part of the assets of the Trust.

   Cash in the Pool and the Individual Portfolios will be invested by the California Asset Management Trust investment advisor in accordance with the prudent investor standard of the California Government Code. To the extent prohibited by the California Government Code, the Pool, and Individual Portfolios will not invest in any inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages, or in any security that could result in zero interest accrual if held to maturity. Only those investments authorized by the California Government Code will be used in the Cash Reserve Portfolios and/or the Individual Portfolios.

6. **BANKERS ACCEPTANCES** Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as Bankers Acceptances, both domestic and foreign, which are eligible for purchase by the Federal Reserve System. Purchases of Bankers Acceptances must be from banks rated Al/Pl and may not exceed 180 days maturity or 40% of the City's surplus money which may be invested. However, no more than 30% of the City's surplus funds may be invested in the Bankers Acceptances of any one commercial bank.

7. **COMMERCIAL PAPER** of "prime" quality of the highest rating as provided by a nationally recognized statistical rating organization (NRSRO). Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of any single issuing corporation, nor 15% of the City's surplus money which may be invested. An additional 15%,or a total of 25% of the City's surplus money may be invested in commercial paper if the dollar-weighted average maturity of the entire amount does not exceed 31 days. Eligible paper is further limited to issuing corporations that are organized and operating within the United States and having total assets in excess of five hundred million dollars ($500,000,000). The issuing corporation must have an "A" or higher rating for the issuer's debt, other than commercial paper, if any, as provided by Moody's Investors Services Inc. or Standard and Poor's Corporation.

8. **NEGOTIABLE CERTIFICATES OF DEPOSIT** Issued by a nationally or State-charted bank or a State or Federal savings and loan association or by a State-licensed branch of a foreign bank. Issuers must be rated Al/Pl. Purchases

of Negotiable Certificates of Deposit may not exceed 30% of the City's surplus money which may be invested.

9. **REPURCHASE AGREEMENTS** A purchase of securities by the City pursuant to an agreement by which the seller will repurchase such securities on or before a specified date, or on demand of either party, and for a specified amount. No more than 10% of the City's surplus funds shall be invested in repurchase agreements. Investments in repos will be used solely as short term investments not to exceed 90 days and the market value of the securities used as collateral that underlay a repurchase agreement shall be valued at 102 percent or greater of the funds borrowed against those securities, and the value shall be marked to market daily. The collateral shall be limited to obligations of the United States government and its agencies. Securities used as collateral shall be held by the City's depository bank trust department. Said securities shall be held in a manner that establishes the City's right of ownership.

10. **SHARES OF BENEFICIAL INTEREST (MONEY MARKET MUTAL FUNDS) ISSUED BY DIVERSIFIED MANAGEMENT COMPANIES** Money Market Mutual funds must consist of highly-rated short -term debt instruments. The management companies shall either (1) attain the highest ranking or the highest letters and numerical rating provided by not less than two of the three largest nationally recognized rating services, or (2) have an investment advisor registered with the Securities and Exchange Commission with not less than five years experience investing in the securities and obligations as authorized above and with assets under management in excess of five hundred million dollars ($500,000,000) and (3) follow regulations specified by the SEC under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1, et seq.). The purchase price of shares for beneficial interest shall not include any commission these companies may charge and shall not exceed 15% of the City's surplus money which may be invested.

11. **MEDIUM TERM NOTES TO A MAX. MATURITY OF THREE YEARS** Medium-term notes of a maximum maturity of three years issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any State and operating within the United States. Notes eligible for investment shall be rated in a rating category of "AA" or its equivalent or better by at least two nationally recognized rating agencies (NRSRO). Furthermore, the Medium Term Note may not be rated below "AA" by any rating agency. Investments may not exceed 30% of the City's surplus funds.

12. **STATE AND LOCAL AGENCY OBLIGATIONS** include bonds, notes, warrants, or other evidence of indebtedness of any local agency within the State of California and/or the State of California. Investment in State and Local Agency Obligations are limited to taxable issues rated "AAA" by one of the three nationally recognized rating agencies and further limit investments to 30% of the City's surplus funds.

13. **OTHER** investments that are, or may become, legal investments through the State of California Government Code and with prior approval of the City Council.

B. Prohibited Securities:

1. Those securities not enumerated under Section V. A. "Eligible Securities" and
2. Inverse floaters, range notes, interest only strips derived from a pool of mortgages (collateralized mortgage obligations) and any security that could result in zero interest accrual if held to maturity as specified in Section 53601.6 of the California Government Code.
3. Securities lending agreements.

VIII. INTERNAL CONTROLS

Internal controls are designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal controls shall address the following points:

A. Control of Collusion - Collusion is a situation where two or more employees are working together to defraud their employer.
B. Separation of duties - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
C. Safekeeping - Securities purchased from any bank or dealer including appropriate collateral (as defined by State law) shall be placed with the City's depository bank in its trust department for safekeeping. Said securities shall be held in a manner that establishes the City's right of ownership.
D. Clear Delegation of Authority - Subordinate staff members must have a clear understanding of their authority and responsibility to avoid improper actions.
E. Written Confirmation of Telephone Transactions for Investments and Wire Transfers - Due to the potential for error arising from telephone transactions, all telephone transactions shall be supported by written communications and approved by the appropriate person.

IX. CRITERIA FOR SELECTING BROKERS AND DEALERS

A Broker is a firm that does not own the securities being offered. A firm could be both a Broker and a Dealer. A Dealer owns a position in the securities being offered. As used below, the term "Dealer" refers to both Brokers and Dealers.

A. A qualified dealer must be a bank, savings and loan, or an investment securities dealer. Commercial paper issuers may be considered qualified dealers for direct issuance of their commercial paper.
B. Investment Securities dealers must be primary dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).
C. A qualified dealer must have a minimum capital requirement under SEC Rule 15C3-1 of $250,000 and have at least five years of experience.

D. A qualified dealer must supply proof of Financial Industry Regulatory Authority (FINRA) certification and State of California registration.
E. A qualified dealer must certify that it has reviewed and understands the California Government Code Sections 53600 et seq. and the City's Investment Policy and that all securities offered.to the City will comply fully with all provisions of the Government Code and with the City's Investment Policy.
F. Broker/Dealers must be approved by the City Council prior to doing business with the City of Rio Dell.

PASSED AND ADOPTED by the City Council of the Rio Dell on this 1st day of August, 2017 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk

675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532
(707) 764-5480 (fax)
E-mail: knoppk@cityofriodell.ca.gov

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
August 1, 2017

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Woodcox, Finance Director

DATE: August 1, 2017

SUBJECT: Resolution 1345-2017 Authorizations for Investment of Local Agency Investment Fund

RECOMMENDATION

Adopt Resolution 1345-2017 which appoints Brooke Woodcox, Finance Director, and Kyle Knopp, City Manager as the designated City Officials authorized to order deposit and or withdrawal of monies in the Local Agency Investment Fund (LAIF).

BUDGETARY IMPACT

None.

BACKGROUND AND DISCUSSION

The City has been investing in LAIF for many decades. From time to time it is necessary to update authorizations of City Officials to order deposit and or withdrawal of monies in LAIF.

Resolution 1345-2017 authorizes City Manager, Kyle Knopp, and Finance Director, Brooke Woodcox, or their successors in office to deposit and withdraw City of Rio Dell monies in the Local Agency Investment Fund in the State Treasury

in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

ATTACHMENTS

- Resolution 1345-2017 Authorizing investment in City Monies in LAIF
- LAIF Program Description

RESOLUTION NO. 1345-2017
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL AUTHORIZING
INVESTMENT OF CITY MONIES IN
LOCAL AGENCY INVESTMENT FUNDS (LAIF)

WHEREAS, pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 was added to the California Government Code to create a Local Investment Fund in the State Treasurer for the deposit of money of a local agency for purpose of investment by the State Treasury; and

WHEREAS, the City Council does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of Section 16429.1 of the Government code for the purpose of investment as stated therein as in the best interests of the City of Rio Dell.

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby authorize the deposit and withdrawal of Rio Dell monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer's Office of all banking information provided in that regard.

BE IT FURTHER RESOLVED that either of the following Rio Dell City officers, or their successors in office upon formal request on city letterhead and signed by the Mayor of the City, shall be authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund:

1) Kyle Knopp, City Manager 2) Brooke Woodcox, Finance Director

BE IT FURTHER RESOLVED that all previous resolution authorizing deposit or withdrawal of money from the Local Agency Fund are superseded and cancelled.

PASSED AND ADOPTED by the City Council of the Rio Dell on this 1st day of August, 2017 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

_____
Frank Wilson, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

LAIF Program Description

The Local Agency Investment Fund (LAIF), is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer John Chiang's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. This in-house management team is comprised of civil servants who have each worked for the State Treasurer's Office for an average of 20 years.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chairman, or his designated representative appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state.

The term of each appointment is two years or at the pleasure of the appointing authority.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an in-house audit process involving three separate divisions.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and $468 million in 1977 to 2,439 participants and $22.8 billion at the end of June 2017.

http://www.treasurer.ca.gov/pmia-laif/laif-program.asp

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

August 1, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Adoption of Resolution No. 1348-2017 Amending and Adopting City Master Salary Table and Approval of Employee Contracts for the Rio Dell Peace Officer's Association, City Clerk and Community Development Director.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Approve adoption of Resolution No. 1348-2017 amending and adopting City Master Salary Table and approval of employee contracts for the Rio Dell Peace Officer's Association, City Clerk and Community Development Director.

BACKGROUND AND DISCUSSION

Contracts under this agenda item are through June 30, 2018.

Summary of significant changes:

Rio Dell Peace Officer's Association

- A 4.5% Cost of Living Adjustment.
- Increase in the vacation accrual cap to 160 hours total.
- The creation of a Military Leave Bank.

City Clerk

- A 3% Cost of Living Adjustment.
- Continuation of alternative schedule (4-10) on a time limited trial basis through June 30, 2018.

Community Development Director

- No significant changes.

Attached:

Resolution 1348-2017 with proposed salary table
"Track Changes" of current salary table showing changes
Contracts and "Track Changes" for:
Rio Dell Peace Officer's Association
City Clerk
Community Development Director

///

RESOLUTION NO. 1348-2017
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIO DELL
AMENDING AND ADOPTING CITY MASTER SALARY TABLE

WHEREAS, the City of Rio Dell recognizes the value of adopting a salary schedule that promotes the recruitment and retention of employees; and

WHEREAS, an pay structure with competitive salaries is essential in attracting and retaining a skilled, motivated work force, thereby increasing the level of service to the City's residents; and

WHEREAS, a salary table helps provide transparency in compensation; and

WHEREAS, Section 36506 of the Government Code of the State of California provides that the City Council shall, by Resolution or Ordinance, fix the compensation for all appointive officers and employees.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Rio Dell hereby amends and adopts the following Master Salary Table and that All prior resolutions (Resolution No. 1318-2017) concerning compensation for City employees that are in conflict with this Resolution or the attached Master Salary Tables are hereby repealed, and this Resolution shall be effective August 1, 2017:

Peace Officers Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	43,705	45,016	46,367	47,758	49,190
Police Corporal	48,075	49,517	51,003	52,533	54,109
Records Technician	34,130	35,154	36,208	37,294	38,413
Sergeant	53,895	55,512	57,178	58,892	60,659

Rio Dell Employee's Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Accountant I	43,323	44,622	45,961	47,340	48,760
Accountant II	47,655	49,084	50,557	52,074	53,636
Administrative Assistant	29,472	30,356	31,266	32,204	33,170
Administrative Technician	35,775	36,848	37,954	39,092	40,265
Fiscal Assistant I	29,047	29,919	30,816	31,741	32,693

Fiscal Assistant II	32,565	33,542	34,548	35,584	36,652
Office Assistant	24,115	24,839	25,584	26,352	27,142
Public Works Leadman	33,668	34,678	35,718	36,789	37,893
Records Technician	33,146	34,140	35,164	36,219	37,306
Senior Fiscal Assistant	37,337	38,457	39,611	40,799	42,023
Utility Worker I	26,602	27,400	28,222	29,069	29,941
Utility Worker II	29,276	30,154	31,059	31,991	32,951
Water/Wastewater Plant Operator I	35,276	36,334	37,424	38,547	39,703
Water/Wastewater Plant Operator II	38,804	39,968	41,167	42,402	43,674

Contract Employees

	Salary Range				
JOB TITLE	A	B	C	D	E
City Clerk	53,644	55,253	56,911	58,618	60,377
City Manager	106,875	110,081	113,384		
Chief of Police	79,540	81,926	84,384		
Finance Director	67,473	69,497	71,582		
Community Development Director	73,394	75,595	77,863	81,756	85,623
Wastewater Superintendent Trainee	51,022				
Wastewater Superintendent	54,717	56,359	58,050	59,791	61,585
Water/Streets Superintendent	61,556	63,403	65,305	67,264	69,282

PASSED AND ADOPTED by the City of Rio Dell on this 1st day of August 2017, by the following roll call vote:

Ayes:
Noes:
Abstain:
Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk

Changes to the Master Salary Table in Resolution No. 1348-2017
8/1/2017

Peace Officers Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	~~41,823~~	~~43,078~~	~~44,370~~	~~45,701~~	~~47,072~~
	43,705	45,016	46,367	47,758	49,190
Police Corporal	~~46,005~~	~~47,385~~	~~48,807~~	~~50,271~~	~~51,779~~
	48,075	49,517	51,003	52,533	54,109
Records Technician	~~32,660~~	~~33,640~~	~~34,649~~	~~35,688~~	~~36,759~~
	34,130	35,154	36,208	37,294	38,413
Sergeant	~~50,606~~	~~52,124~~	~~53,688~~	~~55,298~~	~~56,957~~
	53,895	55,512	57,178	58,892	60,659

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	~~52,081~~	~~53,644~~	~~55,253~~	~~56,911~~	~~58,618~~
	53,644	55,253	56,911	58,618	60,377

CITY OF RIO DELL

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RIO DELL AND THE RIO DELL PEACE OFFICERS ASSOCIATION

July 1, 2017 through June 30th, 2018

ARTICLE I - GENERAL

1. This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by representatives of the **City of Rio Dell**, hereafter referred to as the **"City"**; and representatives of the **Rio Dell Peace Officers Association**, hereafter referred to as **"Association."**

2. **RECOGNITION**: Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer.

3. **PERSONNEL RULES AND REGULATIONS**: All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the discretion of the City of Rio Dell City Council.

4. **NON-DISCRIMINATION**: The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.

5. **MEET AND CONFER**: Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing the City as part of the negotiating team, will be the City Manager. The Association will be represented by a negotiation team designated by the Association President.

6. **AGREEMENT COPIES**: Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.

7. **MAINTENANCE OF BENEFITS**: All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of this date of this agreement, which are not specifically set forth in this agreement shall remain in full force unchanged during the term of this agreement except by mutual consent, or as otherwise allowed or required by law.

8. **MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. **"ASSOCIATION"** shall mean the Rio Dell Peace Officers Association.
2. **"CITY"** shall mean the City of Rio Dell, California.
3. **"MOU"** or "Memorandum of Understanding" shall mean this document, and any amendments thereto, entered into by representatives of the City and the Association.
4. **"EMPLOYEE HANDBOOK"** shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council as may be amended from time to time.
5. **"FULL TIME EMPLOYEE"** or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. **"WORK PERIOD"** shall mean a period of 80 hours in two consecutive work weeks commencing on a Sunday.
7. **"COMPENSATORY TIME OFF (CTO)"** shall mean shall mean paid time off that is earned and accrued by a Full Time Employee instead of a cash payment for overtime compensation.
8. **"UNIT"** shall mean all employees, members and non-members, represented by the Association.
9. **"SWORN EMPLOYEE"** shall mean a member of the Association with peace officer powers as defined by the California Penal Code.

ARTICLE III - WORKING CONDITIONS

EMPLOYEES HEALTH AND SAFETY: In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

Work Schedules: The City and the Association agree that the Chief of Police may utilize any of the following work schedules during any Work Period:

- 10 working days at 8 hours per day.
- 8 working days at 10 hours per day.
- 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 actual months. However, said probationary evaluation period may be extended where any cumulative absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the provisions of this article, the probationary period extension shall be a minimum of one month or

an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

ARTICLE V - COMPENSATION

1. WAGES AND SALARIES: Effective July 1, 2017, to June 30, 2018 the salary schedule A for employees represented by the Association shall be as follows:

This contract includes a 4.5% COLA for all classifications and a 2% adjustment for the Sergeant classification.

Peace Officers Association

JOB TITLE	Salary Range				
	A	B	C	D	E
Police Officer	43,705	45,016	46,367	47,758	49,190
Police Corporal	48,075	49,517	51,003	52,533	54,109
Records Technician	34,130	35,154	36,208	37,294	38,413
Sergeant	53,895	55,512	57,178	58,892	60,659

Step A - Payable during first year of employment.
Step B - Payable during second year of employment subject to performance.
Step C - Payable during third year of employment subject to performance.
Step D - Payable during fourth year of employment subject to performance.
Step E - Payable during fifth year of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase. If, as a result of a six-month re-evaluation, the employee is granted a step increase, the employee shall be available for another step increase on the one-year anniversary of the six-month re-evaluation.
Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of Police. For purposes of example only, if a Police Corporal in "Step C" is promoted to Sergeant, that employee shall be paid at the Sergeant "Step C" rate.

The City agrees to provide a "Stay Fit" program with a maximum individual payment of $500.00 within a fiscal year by the City to qualifying employees. The payments shall be awarded based upon a consistent method agreed upon by the Chief of Police and City Manager. Payments associated with the "Stay Fit" program shall be subject to all standard payroll deductions.

2. OVERTIME: Under this agreement, overtime is any hours worked in excess of the scheduled Work Period hours as selected by the Chief of Police under article II and article III, above, in accordance with California Labor Code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as CTO at overtime rates up to a maximum accrued amount of eighty (80) hours. Used CTO does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated CTO on the employees bi-weekly pay stub.

3. STANDBY AND CALL OUT: An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

a) **CALL OUT**: Sworn Employees shall receive a minimum of two hours time paid if called back to duty.

b) **STANDBY**: If placed on standby duty, Sworn Employees shall receive one hour of straight time for every four hours on standby call. c) **COURT:** When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

4. TRAVEL PAY:
Actual travel time, other than normal commute time to and from the employee's regular place of work, shall be counted as time worked.

ARTICLE VI - FRINGE BENEFITS

1. **GENERAL**: The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both sworn and non-sworn employees unless stated otherwise.

2. **MEDICAL, DENTAL AND VISION INSURANCE**: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of the Unit and their dependents, which shall include the following persons: (a) employee's spouse, (b) employee's biological and/or adoptive children, and (c) any person for whom the employee is a legal guardian. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place unless the change was accepted by the Association. In lieu of participating in a City sponsored Medical, dental, and vision insurance coverage, employees may elect to receive compensation to purchase their and their dependents' own health, dental, and vision insurance coverage. In lieu of compensation shall be $125.00 per Pay Period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

3. **LIFE INSURANCE**: A $75,000.00 life insurance policy shall be provided by the City for each Full Time Employee of the Unit during the term of employment with the City and the period of this Memorandum of Understanding.

4. **DEFERRED COMPENSATION**: The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

5. **SICK LEAVE**: Sick leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Sick leave may accumulate with no maximum limit. When an employee leaves the City's employment, his or her sick leave shall revert back to the City without any compensation for unused sick leave.

6. **FAMILY SICK LEAVE AND FAMILY BEREAVEMENT LEAVE**: Family sick leave and family bereavement leave shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Up to three days of accumulated sick leave within a calendar year may be granted to any employee whose employment status normally entitles him or her to vacation and sick leave benefits as may be reasonable or required for care and attendance upon sick members of his or her family upon request to, and approval by the employee's department head. Up to five days of accumulated sick leave within a calendar year may be granted to employees whose employment normally entitles him or her to sick leave and vacation benefits for attending funerals that occur in the employee's immediate family upon request to and approval by the employee's department head. An additional five days may be allowed at the discretion of the Chief of Police. Immediate family is defined in the Employee Handbook.

7. **CATISTROPHIC LEAVE (SICK LEAVE TRANSFER):** An employee or their designee may request the establishment of a Catastrophic Leave Bank on behalf of the employee. The employee or their designee shall follow the following procedures:

A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to used sick leave must be supported by a qualified medical opinion. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

1. An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.

B. Any employee who is subjected to this MOU may voluntarily donate Catastrophic Leave to another City employee subject to this MOU under the following condition:

1) The donating employee must retain 80 hours of Catastrophic Leave in their Catastrophic Leave Bank at the time of any Sick Time transfer.

C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

8. **LEAVE OF ABSENCE**: Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No

leave of absence shall be granted to a probationary employee or part time employees except as required by law. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager.

9. VACATION TIME: Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Employees covered by this Memorandum of Understanding who are not Full Time Employees shall not be eligible for any paid vacation leave or any actual accrual thereof. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18th year		176	6.769
19th year		184	7.077
20th year		192	7.385
21 years and beyond		200	7.692

The amount of vacation time allowed to be accrued at the end of any Pay Period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 160 hours. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount.

The times at which an employee may take a vacation shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

10. HOLIDAYS: The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12 1 floating holiday per fiscal year.

13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

11. DEPARTMENT UNIFORM ALLOWANCE: Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of $187.50 per calendar quarter, beginning with a payment of $187.50 upon hire. The initial $187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

12. WORKERS' COMPENSATION LEAVE: Workers' compensation leave shall be in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

13. COMPENSATORY TIME OFF (CTO) BUY-BACK: On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her accrued CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

14. MILITARY LEAVE: Military leave shall be granted consistent with applicable mandatory provisions of law. Employees who are also subject to military training requirements may request that a Military Leave Bank be created on behalf of the employee.

A. An eligible employee's Military Leave Bank shall not exceed 80 hours.

B. Deposits into the leave bank may be made the following ways: (1) transfer of employee's existing CTO and/or vacation time, (2) Donation and transfer from another member of the Rio Dell Peace Officers Association bargaining unit of existing CTO and/or vacation time.

C. The City shall provide up to 40 hours a year of matching Military Leave for deposits made under Section 14(B). The Military Leave Bank shall not exceed 80 hours.

D. Debits from the Military Leave Bank shall only be made for military training or upon separation of employment. All debits shall require prior approval of the Chief of Police.

ARTICLE VII- GRIEVANCE PROCEDURE

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

ARTICLE VIII- EVALUATIONS

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

ARTICLE IX- SEPARATIONS

1. RESIGNATIONS: Resignation from City service procedure shall be in accordance with the Employee Handbook.

2. LAYOFF AND REEMPLOYMENT: Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

3. DISMISSALS: Dismissal from City service procedure shall be in accordance with the Employee Handbook.

ARTICLE X- ASSOCIATION SECURITY

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the Association or pay the Rio Dell Police Officers' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Rio Dell Police Officers' Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Rio Dell Police Officers' Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Rio Dell Police Officers' Association. Failure to supply proof of payment to the designated charitable

fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

ARTICLE XI- DURATION OF AGREEMENT

This Memorandum of Understanding shall be in effect for the period of July 1, 2017 through June 30th, 2018. In the event that this MOU is not replaced by a succeeding MOU on or before June 30th, 2018, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE XII- SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION	CITY OF RIO DELL
John Beauchaine 7/25/17	
John Beauchaine, President Date	Kyle Knopp, City Manager Date

Approved as to form:

Russ Gans, City Attorney Date

CITY OF RIO DELL

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIO DELL
AND THE
RIO DELL PEACE OFFICERS ASSOCIATION

July 1, 2017~~6~~ through June 30th, 2018~~7~~

ARTICLE I - GENERAL

1. This **MEMORANDUM OF UNDERSTANDING** (MOU) is entered into by representatives of the **City of Rio Dell**, hereafter referred to as the **"City"**; and representatives of the **Rio Dell Peace Officers Association**, hereafter referred to as **"Association."**

2. **RECOGNITION**: Under the Provisions of Resolution No. 570, The City Council of the City of Rio Dell hereby recognizes the Association as the employee organization representing the bargaining unit consisting of the City classifications of Sergeant and Police Officer.

3. **PERSONNEL RULES AND REGULATIONS**: All terms and conditions of the City of Rio Dell Employee Handbook shall apply to this MOU. This MOU is intended to supplement the Employee Handbook for the Unit represented by this MOU. In the event there is a conflict between the Employee Handbook and this MOU, the terms of the MOU shall apply. The City of Rio Dell Employee Handbook is subject to amendment during the term of this MOU at the discretion of the City of Rio Dell City Council.

4. **NON-DISCRIMINATION**: The City and the Association shall comply with all applicable state and federal laws prohibiting discrimination as provided for in the City of Rio Dell Police Department's General Orders and Special Orders directly relating to matters within the scope of representation.

5. **MEET AND CONFER**: Meet and confer sessions shall be set, subject to mutual agreement, as to date, time and place, as authorized by the City of Rio Dell Employee Handbook. Representing ~~of~~ the City as part of the negotiating team, will be the City Manager. The Association will be represented by a negotiation team designated by the Association President.

6. **AGREEMENT COPIES**: Copies of this Agreement, the Employee Handbook of the City of Rio Dell and the Regulations of the City of Rio Dell Police Department shall be made available to all employees of this Unit.

7. **MAINTENANCE OF BENEFITS**: All written rights, privileges, benefits, terms and conditions of employment within the scope of the representation as of this date of this agreement, which are not specifically set forth in this agreement shall remain in full force unchanged during the term of this agreement except by mutual consent, or as otherwise allowed or required by law.

8. **MEMBERSHIP DUES:** Sworn and non-sworn members of the Association shall pay the same dollar amount each pay period as dues to cover administrative costs of the Association including but not limited to membership in PORAC, participation in the PORAC Legal Defense Fund, charitable contributions, and other expenditures as determined by a majority vote of the membership. The City agrees to facilitate the collection of membership dues through payroll deductions and to deposit those funds into the Association's bank account.

ARTICLE II - TERMS

The following terms when used in this Memorandum of Understanding shall have the following meaning:

1. **"ASSOCIATION"** shall mean the Rio Dell Peace Officers Association.
2. **"CITY"** shall mean the City of Rio Dell, California.
3. **"MOU"** or "Memorandum of Understanding" shall mean this document, and any amendments thereto, entered into by representatives of the City and the Association.
4. **"EMPLOYEE HANDBOOK"** shall mean the Employee Handbook of the City of Rio Dell, California, adopted by the City Council ~~and~~ as may be amended from time to time.
5. **"FULL TIME EMPLOYEE"** or "FULL TIME POLICE OFFICER" shall mean a member of the unit covered by this Memorandum of Understanding who is employed by the City of Rio Dell for a scheduled period of 80 hours or more per Work Period in a position authorized by the Rio Dell City Council.
6. **"WORK PERIOD"** shall mean a period of 80 hours in two consecutive work weeks commencing on a Sunday.
7. **"COMPENSATORY TIME OFF (CTO)"** shall mean shall mean paid time off that is earned and accrued by a Full Time Employee instead of a cash payment for overtime compensation.~~a period of time that is worked to be taken off at another time in lieu of pay.~~
8. **"UNIT"** shall mean all employees, members and non-members, represented by the Association.
9. **"SWORN EMPLOYEE"** shall mean a member of the ~~association~~ Association with peace officer powers as defined by the California Penal Code.

ARTICLE III - WORKING CONDITIONS

EMPLOYEES HEALTH AND SAFETY: In order to provide a safe and healthy workplace, each party hereto shall comply with all applicable state and federal laws establishing minimum standards for occupational health and safety.

Work Schedules: The City and the Association agree that the Chief of Police may utilize any of the following work schedules during ~~a two week pay~~ pany Work Period: ~~beginning on a Sunday:~~

- 10 working days at 8 hours per day.
- 8 working days at 10 hours per day.
- 8 working days at 9 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.
- 6 working days at 12 hours per day plus 1 working day at 8 hours or 2 working days at 4 hours each.

It is further agreed between the City and the Association that the Chief of Police may modify the above work schedules to fulfill the needs of the department as they arise.

ARTICLE IV - PROBATION

Probation for original appointments of the Police Department shall not be less than 12 actual months. However, said probationary evaluation period may be extended where any cumulative absence during the probationary period from the performance of the employee's usual duties is in excess of 80 hours. In calculating said 80 hours, absences attributed to utilization of holiday time, bereavement leave and compensatory time off shall be excluded. If extended under the

provisions of this article, the probationary period extension shall be a minimum of one month or an amount of time not less than the total number of hours absent during the probationary period which necessitated implementation of this article, whichever is greater.

ARTICLE V - COMPENSATION

1. WAGES AND SALARIES: Effective July 1, 20176, to June 30, 20187 the salary schedule A for employees represented by the Association shall be as follows:

This contract includes a 4.5% COLA for all classifications and a 2% adjustment for the Sergeant classification.

Peace Officers Association

JOB TITLE	Salary Range A	B	C	D	E
Police Officer	~~41,823~~	~~43,078~~	~~44,370~~	~~45,701~~	~~47,072~~
	43,705	45,016	46,367	47,758	49,190
Police Corporal	~~46,005~~	~~47,385~~	~~48,807~~	~~50,271~~	~~51,779~~
	48,075	49,517	51,003	52,533	54,109
Records Technician	~~32,660~~	~~33,640~~	~~34,649~~	~~35,688~~	~~36,759~~
	34,130	35,154	36,208	37,294	38,413
Sergeant	~~50,606~~	~~52,124~~	~~53,688~~	~~55,298~~	~~56,957~~
	53,895	55,512	57,178	58,892	60,659

Peace Officers Association

JOB TITLE	Salary Range A	B	C	D	E
~~Police Officer~~	~~41,823~~	~~43,078~~	~~44,370~~	~~45,701~~	~~47,072~~
Police Corporal	46,005	47,385	48,807	50,271	51,779
Records Technician	32,660	33,640	34,649	35,688	36,759
Sergeant	50,606	52,124	53,688	55,298	56,957

Step A - Payable during first year of employment.
Step B - Payable during second year of employment subject to performance.
Step C - Payable during third year of employment subject to performance.
Step D - Payable during fourth year of employment subject to performance.
Step E - Payable during fifth year of employment subject to performance.

Advancements to Steps B, C, D, and E require a performance evaluation rating of satisfactory or better. This performance evaluation shall be conducted in the month prior to the scheduled step increase. If an employee is rated below this standard, the employee shall be re-evaluated at six month intervals for reconsideration of a step increase. If, as a result of a six-month re-evaluation, the employee is granted a step increase, the employee shall be available for another step increase on the one-year anniversary of the six-month re-evaluation.

Comment [RP1]:

Employees who are promoted in rank shall be paid at the same step from which was promoted without loss of seniority, or to a higher step if such is warranted in the judgment of the Chief of

Police. For purposes of example only, if a Police Corporal in "Step C" is promoted to Sergeant, that employee shall be paid at the Sergeant "Step C" rate.

~~The City shall pay Rio Dell Peace Officer Association members (City employees) a payment of $600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.~~

The City agrees to provide a "Stay Fit" program with a maximum individual payment of $500.00 within a fiscal year by the City to qualifying employees. The payments shall be awarded based upon a consistent method agreed upon by the Chief of Police and City Manager. Payments associated with the "Stay Fit" program shall be subject to all standard payroll deductions.

2. OVERTIME: Under this agreement, overtime is any hours worked in excess of the scheduled ~~work~~ Work ~~period~~ Period hours as ~~defined~~ selected by the Chief of Police under article II and article III, above, in accordance with California ~~labor~~ Labor ~~code~~Code. All overtime hours worked shall be either paid in either cash, at one and one half times the employee's regular rate of pay, or accumulated as ~~compensatory time~~CTO at overtime rates up to a maximum accrued amount of eighty (80) hours. ~~Compensatory time~~Used CTO does not count as time worked for determining overtime.

Vacation, holiday and sick leave are not considered hours worked for determining overtime. Management and the employees shall make every reasonable effort to schedule time off at a mutually agreeable time. The City's Financial Department shall list accumulated ~~compensatory time~~CTO on the employees bi-weekly pay stub.

3. STANDBY AND CALL OUT: An employee assigned to the Police Department on standby duty, or called out for duty during off duty hours, shall be compensated as follows:

a) **CALL OUT**: Sworn Employees shall receive a minimum of two hours time paid if called back to duty.

b) **STANDBY**: If placed on standby duty, ~~police officers~~Sworn Employees shall receive one hour of straight time for every four hours on standby call. ~~This applies only to sworn employees.~~

c) **COURT**: When required to appear in court on unscheduled work days or work shifts, he or she shall receive a minimum of two hours time paid. Officers will make a reasonable effort to contact the District Attorney's office to minimize court time hours.

4. TRAVEL PAY:
Actual travel time, other than normal commute time to and from the employee's regular place of work, shall be counted as time worked.

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1. **GENERAL**: The benefits contained in this Article shall accrue and become available to the employee at the start of full-time employment with the City. These benefits apply to both sworn and non-sworn employees unless stated otherwise.

2. **MEDICAL, DENTAL AND VISION INSURANCE**: Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of ~~this~~ the ~~unit~~ Unit and their dependents, which shall include the following persons: (a) employee's spouse, (b) employee's biological and/or adoptive children, and (c) any person for whom the employee is a legal

guardian. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place unless the change was accepted by the Association. In lieu of participating in a City sponsored Medical, dental, and vision insurance coverage, eEmployees may elect to substitute receive compensation to purchase their and their dependents' own for health, dental, and vision insurance coverage. The levelIn lieu of compensation shall be $125.00 a per pay Pay period Period total for health, vision and dental coverage. Proof of health insurance must be provided to employer.

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4. **DEFERRED COMPENSATION**: The deferred compensation plan is the retirement program for the City. The City shall contribute Twenty percent (20%) of the employee's salary for regular hours worked to a deferred compensation plan for officers and Sergeant.

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A. The employee or their designee shall make a request of the Chief of Police for the creation of a sick leave transfer bank, which includes sufficient information to establish a need. The following guidelines shall govern:

An employee who has suffered a medical condition or injury not covered by Workers Compensation Insurance, which has caused an employee to take a medical leave, and who has exhausted their accumulated sick leave and vacation benefits shall qualify for the creation of a sick leave transfer bank (Catastrophic Leave). The need to used sick leave must be supported by a qualified medical opinion. A Catastrophic Leave Bank may also be established if an employee's immediate-family-member has suffered an injury or illness which is life-threatening, as is confirmed by competent medical authority, and

there is a demonstrable need for the employee to attend the so affected immediate-family-member.

A Catastrophic Leave bank is subject to the following restrictions:

1. An employee may not receive Catastrophic Leave donations that exceed 160 hours in any 12-month period.

B. Any employee who is subjected to this MOU may voluntarily donate ~~Sick~~ Catastrophic Leave to another City employee subject to this MOU under the following condition:

1) The donating employee must retain 80 hours of ~~Sick~~ Catastrophic Leave in their ~~Sick~~ Catastrophic Leave ~~bank~~ Bank at the time of any Sick Time transfer.

C. Once a Catastrophic Leave Bank is established the bank will be supervised by the City Finance Director or their designee. The bank will have a published starting date, and expiration date and history of use.

8. LEAVE OF ABSENCE: Leave of absence shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. In all cases covered by the Family Medical Leave Act, the City shall provide leave in accordance with the requirements of the act. The City Manager may grant a full time regular employee a leave of absence. No leave of absence shall be granted to a probationary employee or part time employees except as required by law. Requests for leaves of absence shall be submitted in writing by the employee to the Chief of Police who shall consider such requests on individual merits and circumstances before making a recommendation to the City Manager.

9. VACATION TIME: Vacation time shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. Employees covered by this Memorandum of Understanding who are not ~~full~~ Full ~~time~~ Time ~~employees~~ Employees shall not be eligible for any paid vacation leave or any actual accrual thereof. Employees vacation accrues at the rates below:

Tenure Greater than or equal to:	Less than:	Vacation hours per year	Vacation hours per pay period
date of hire	6 full years	80	3.077
7 full years	11 full years	120	4.615
12 full years	16 full years	160	6.154
17 th year		168	6.462
18th year		176	6.769
19th year		184	7.077
20th year		192	7.385
21 years and beyond		200	7.692

The amount of vacation time allowed to be accrued at the end of any ~~pay~~ Pay ~~period~~ Period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 16~~2~~0 hours. Upon reaching the vacation accrual maximum, the employee will not accumulate additional vacation time until such time as the employee's accrued leave is below the maximum amount.

Comment [RG2]:

The times at which an employee may take a vacation shall be determined by the employee with due regard for the needs of the department. The Chief of Police or his designee may decline to grant the employee the time off as requested. At no time shall the Chief of Police schedule vacation time off for any employee. Vacation sign-ups shall be handled in accordance with Police Department General Orders.

Vacation credits shall continue to accrue while an employee is on vacation, paid sick leave and/or paid workers' compensation lost time injury. Employees who terminate employment shall be entitled to receive vacation leave, holiday time that they have accrued from the City, and compensatory time which they have accrued from the City. After the employee has completed twelve months of employment, accrued vacation time shall be available to him or her within the following month. Vacation time shall be taken in a minimum of eight hours a day.

10. HOLIDAYS: The following holidays are recognized:

1. January 1st, known as New Year's Day.
2. Third Monday in January, known as Martin Luther King Jr. Day.
3. Presidents' Day in February.
4. Last Monday in May, known as Memorial Day.
5. July 4th, known as Independence Day.
6. First Monday in September, known as Labor Day.
7. November 11th, known as Veterans' Day.
8. Thanksgiving Day, as designated.
9. The day following Thanksgiving Day.
10. December 25th, known as Christmas Day.
11. The day before or after Christmas Day.
12 1 floating holiday per fiscal year.
13. 1 holiday on the employee's birthday.

Sworn and non-sworn employees who are on a continuous shift schedule are entitled to "holiday time" in lieu of paid holidays. Holiday time is earned as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The City and Association recognize that the intent of holiday time is for time off. The cash out provision should only be necessary when staff resources preclude the scheduling of time off.

Sworn employees working four ten hour days with three days off each week earn ten (10) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The sworn employee has the option of being paid the ten (10) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

Non-sworn employees working five eight hour days with two days off each week earn eight (8) hours of holiday time as each holiday occurs, whether or not the employee is scheduled to work on the actual holiday date. The non-sworn employee has the option of being paid the eight (8) hours as straight time or using it as time off on another day within the same work period. Holiday hours may not be banked for use in the future.

11. DEPARTMENT UNIFORM ALLOWANCE: Whenever a full time police officer of the Police Department is required to wear, on duty, a full insignia uniform, he or she shall be paid for the maintenance, repair and replacement of such uniform at a rate of $187.50 per calendar quarter, beginning with a payment of $187.50 upon hire. The initial $187.50 uniform allowance payment will be deducted from the officer's final paycheck if the officer leaves City employment before his or her probationary period ends. Said uniform allowance is to be paid at the beginning of each quarter for the previous full quarter the full time police officer was required to wear the

full insignia uniform. This allowance is recognized to cover the additional cost of a uniform over civilian dress and shall be used strictly for the maintenance, repair, and purchase of uniforms. This fringe benefit is authorized for sworn employees only.

12. WORKERS' COMPENSATION LEAVE: Workers' compensation leave shall be in accordance with State laws and the Employee Handbook except as modified by this Memorandum of Understanding.

13. COMPENSATORY TIME OFF (CTO) BUY-BACK: On one occasion during each fiscal year each Association member may, upon one payroll period of prior notice to the City's Financial Director, receive pay for a block of up to 80 hours of his or her accrued CTO, providing that the employee has at least 40 hours of CTO accumulated at the time of the request. The employee understands that he/she cannot cash out additional CTO during that same fiscal year.

14. MILITARY LEAVE: Military leave shall be granted consistent with applicable mandatory provisions of law. Employees who are also subject to military training requirements may request that a Military Leave Bank be created on behalf of the employee.

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A. An eligible employee's Military Leave Bank shall not exceed 80 hours.

B. Deposits into the leave bank may be made the following ways: (1) transfer of employee's existing CTO and/or vacation time. (2) Donation and transfer from another member of the Rio Dell Peace Officers Association bargaining unit of existing CTO and/or vacation time.

C. The City shall provide up to 40 hours a year of matching Military Leave for deposits made under Section 14(B). The Military Leave Bank shall not exceed 80 hours.

D. Debits from the Military Leave Bank shall only be made for military training or upon separation of employment. All debits shall require prior approval of the Chief of Police.

ARTICLE VII- GRIEVANCE PROCEDURE

The grievance procedure for the administration of this Memorandum of Understanding shall be in accordance with the Employee Handbook.

ARTICLE VIII- EVALUATIONS

Employees shall be periodically evaluated in accordance with the City of Rio Dell Police Department's General Orders.

ARTICLE IX- SEPARATIONS

1. RESIGNATIONS: Resignation from City service procedure shall be in accordance with the Employee Handbook.

2. LAYOFF AND REEMPLOYMENT: Layoff from, and reemployment by the City shall be in accordance with the Employee Handbook except as modified by this Memorandum of Understanding. For seniority purposes, management and supervisory personnel are considered to have first seniority status within the department and then those employees of this unit in accordance with the length of service; with the longest continuous service with the City being the most senior. Former employees who are placed on a list for reemployment with this department

who were laid-off, shall retain eligibility for re-appointment, based upon accrued seniority for a period of one year from the date when their names were placed on the rehire list. Former employees who are notified for rehire must respond in writing to such notice, indicating their intention, within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City, and attempted delivery or delivery is certified by the Postal Service.

3. DISMISSALS: Dismissal from City service procedure shall be in accordance with the Employee Handbook.

ARTICLE X- ASSOCIATION SECURITY

Employees of the City of Rio Dell Police Department other than management and supervisory employees are required to either join the ~~association~~ Association or pay the Rio Dell Police Officers' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell Police Department who is represented by the Rio Dell Police Officers' Association and who is a member of a bona fide religious body, sect, etc., which has historically held conscientious objection to joining or financially supporting a public employment organization shall not be required to join or financially support the Rio Dell Police Officers' Association as a condition of employment; such employees shall be required to pay a sum equal to the Association's dues to a non-religious, non-labor charitable fund that is exempt from taxation under Section 501(c) of the IRS Code as a condition of the continued exemption of the requirement of financially supporting the Rio Dell Police Officers' Association. Failure to supply proof of payment to the designated charitable fund will result in the like payments being made to the Rio Dell Police Officers' Funds as a service fee.

ARTICLE XI- DURATION OF AGREEMENT

This Memorandum of Understanding shall be in effect for the period of July 1, 2017~~6~~ through June 30th, 2018~~7~~. In the event that this MOU is not replaced by a succeeding MOU on or before June 30th, 2018~~7~~, this MOU shall be extended so long as good faith negotiations continue.

ARTICLE XII- SAVINGS CLAUSE

If any article or section of this Memorandum of Understanding, or any addendum thereto, shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance or enforcement of any article or section should be reinstated by said tribunal, or enactment of superseding authority by any government body other than the City, such article or provision shall be immediately suspended and be of no force and effect. Such invalidation of a part or portion of this Memorandum of Understanding shall not invalidate any remaining portion, if those remaining portions are not contingent upon the operation of the invalidated section. In the event an article or provision of this Memorandum of Understanding is suspended, pursuant to the above, either party to this Memorandum of Understanding has the right to initiate a meeting and confer on the effect of such suspension.

RIO DELL PEACE OFFICERS ASSOCIATION CITY OF RIO DELL

John Beauchaine, President Date

Kyle Knopp, City Manager Date

Approved as to form:

Russ Gans, City Attorney Date

CITY OF RIO DELL
CITY CLERK
EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Karen Dunham**, hereinafter referred to as "Employee" or "**City Clerk**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Karen Dunham** as **City Clerk** of the City of Rio Dell; and

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

C. **WHEREAS**, Employee desires to accept employment as the **City Clerk** of the said City;

AGREEMENT

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

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

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2018, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the City Clerk shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the City Clerk in the performance of the powers and duties of his/her office. In all other circumstances, the City Clerk can be terminated

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

Years of Continuous Service	Severance Pay
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

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

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

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

SECTION 5. SALARY. The salary for the City Clerk shall be as follows:

This contract includes a 3% COLA.

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	53,644	55,253	56,911	58,618	60,377

Step A - Payable during first year of employment.
Step B - Payable during second year of employment subject to performance.
Step C - Payable during third year of employment subject to performance.
Step D - Payable during fourth year of employment subject to performance.
Step E - Payable during fifth year or more of employment subject to performance.

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

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

City Clerk shall have access to the same Alternative Workweek Schedule options as described in the Rio Dell Employee's Association MOU, Article 17B. The Alternative Workweek Schedule is understood by employee and employer as **trial basis** extended through the period of June 30, 2018. The City Clerk expressly agrees that the adoption of this alternative schedule shall not vest the City Clerk with any right to continue the alternative schedule beyond June 30, 2018.

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

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

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

Employee will receive one hundred-twenty (120) hours of executive leave each fiscal year in (2) installments; 60 hours on July 1 and 60 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

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

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

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

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

SECTION 11. ACCRUED VACATION LEAVE.
The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

. **SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT.** Medical, Dental and Vision Insurance shall be provided for the City Clerk as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this

Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be $125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

SECTION 13.DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 14. LIFE INSURANCE. A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Seventy Five Thousand Dollars ($75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 15. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2017 and shall remain in effect through June 30, 2018, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 17. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER	**EMPLOYEE**
City of Rio Dell	**Karen Dunham**
Rio Dell City Hall	**Rio Dell City Hall**
675 Wildwood Ave	**675 Wildwood Ave**
Rio Dell, California 95562	**Rio Dell, California 95562**

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

SECTION 24. GENERAL PROVISIONS

A. The text herein shall constitute the Agreement between parties.
B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

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

EMPLOYEE

Karen Dunham 7-27-17

Karen Dunham Date
City Clerk

EMPLOYER

Kyle Knopp Date
City Manager

Approved as to form:

Russ Gans, City Attorney Date

CITY OF RIO DELL
CITY CLERK
EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Karen Dunham**, hereinafter referred to as "Employee" or "**City Clerk**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Karen Dunham** as **City Clerk** of the City of Rio Dell; and

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

C. **WHEREAS**, Employee desires to accept employment as the **City Clerk** of the said City;

AGREEMENT

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

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

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2018~~7~~, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this Agreement, below, the City Clerk shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the City Clerk in the performance of the powers and duties of his/her office. In all other circumstances, the City Clerk can be terminated

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

Years of Continuous Service	Severance Pay
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

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

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

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

SECTION 5. SALARY. The salary for the City Clerk shall be as follows:

This contract includes a 3% COLA.

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
City Clerk	~~52,081~~	~~53,644~~	~~55,253~~	~~56,911~~	~~58,618~~

	53,644	55,253	56,911	58,618	60,377

Contract Employees

	Salary Range				
JOB TITLE	A	B	C	D	E
City Clerk	52,081	53,644	55,253	56,911	58,618

Step A - Payable during first year of employment.
Step B - Payable during second year of employment subject to performance.
Step C - Payable during third year of employment subject to performance.
Step D - Payable during fourth year of employment subject to performance.
Step E - Payable during fifth year or more of employment subject to performance.

~~The City shall pay City Clerk (a City employee) a payment of $600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.~~

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

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

City Clerk shall have access to the same Alternative Workweek Schedule options as described in the Rio Dell Employee's Association MOU, Article 17B. The Alternative Workweek Schedule is understood by employee and employer as **trial basis** ~~only for~~extended through the period of June~~February~~ 30~~6~~, 2018~~7 and ending on June 2, 2017~~. The City Clerk expressly agrees that the adoption of this alternative schedule shall not vest the City Clerk with any right to continue the alternative schedule beyond June 30~~2~~, 2018~~7~~.

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

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

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

Employee will receive ~~eighty~~ one hundred-twenty (120) hours of executive leave each fiscal year in (2) installments; 60 hours on July 1 and 60 hours on January 1. The taking of vacation and executive leave time shall be coordinated with and approved by the City Manager, who shall not unreasonably withhold their approval.

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

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

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

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

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

employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

. **SECTION 12. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT**. Medical, Dental and Vision Insurance shall be provided for the City Clerk as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be $125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

SECTION 13.DEFERRED COMPENSATION. The Employer does not yet participate in and is not a party to the Public Employees Retirement System of the State of California. The Employer participates in a deferred Compensation Plan. The Employer shall contribute and pay an amount equal to twelve percent (12%) of the Employee's salary to the Deferred Compensation Plan to the extent accrued proportional to the amount of time worked during any given year.

SECTION 14. LIFE INSURANCE. A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Seventy FiveThousand Dollars ($75,000.00) shall be provided by the Employer for the Employee, with the Employee entitled to designate Employee's beneficiary.

SECTION 15. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2017~~6~~ and shall remain in effect through June 30, 2018~~7~~, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 16. INDEMNIFICATION. Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Clerk. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

SECTION 17. BONDING. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18. DUES AND SUBSRIPTIONS. Employer agrees to budget and to pay for the professional dues and subscriptions of employee necessary to support growth, advancement and active communication for the good of the City. Employee shall distribute to and share with the City Manager written material and information distributed by the said associations.

SECTION 19. LICENSING AND TRAINING. Employer agrees to budget and pay for the professional licensing and continued education of Employee for training as necessary and approved by the City Manager.

SECTION 20. TRAVEL EXPENSES. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for official and professional travel of Employee while on City Business, provided that the City Manager has first approved and authorized said travel and training expenses.

SECTION 21. ATTORNEY'S FEES. Should any litigation be commenced between the parties to this Agreement or the rights and duties of either relationship thereto, the prevailing party in such litigation shall be entitled in addition to such other relief as may be granted, to reasonable sum as and for attorney's fees which shall be determined by the court.

SECTION 22. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. The City Manager may fix any such other terms and conditions of employment, not in conflict with City Ordinances, Rules or Policies, as he/she may determine from time to time, relating to the performance of Employee.

SECTION 23. NOTICES. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER	**EMPLOYEE**
City of Rio Dell	**Karen Dunham**
Rio Dell City Hall	**Rio Dell City Hall**
675 Wildwood Ave	**675 Wildwood Ave**
Rio Dell, California 95562	**Rio Dell, California 95562**

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

SECTION 24. GENERAL PROVISIONS

A. The text herein shall constitute the Agreement between parties.
B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee
C. This Agreement shall become effective commencing immediately, subject to Section 17 above.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

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

EMPLOYEE		**EMPLOYER**	
Karen Dunham 7-27-17		_____	
Karen Dunham	Date	Kyle Knopp	Date
City Clerk		City Manager	

Approved as to form:

_____

Russ Gans, City Attorney Date

CITY OF RIO DELL
COMMUNITY DEVELOPMENT DIRECTOR
EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Kevin Caldwell**, hereinafter referred to as "Employee" or "**Community Development Director**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Kevin Caldwell** as **Community Development Director** of the City of Rio Dell; and

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

C. **WHEREAS**, Employee desires to accept employment as the **Community Development Director** of the said City;

AGREEMENT

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

SECTION 1. DUTIES. Employer hereby agrees to employ **Kevin Caldwell** as **Community Development Director** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Community Development Director shall from time to time be assigned. These duties may include tasks related to planning, housing, building, code compliance and economic development projects.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2018, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

For purposes of calculating the anniversary date for annual salary increases the date shall be March 14, 2011, his date of hire as Housing Program Director.

a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this

Agreement, below, the Community Development Director shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Community Development Director in the performance of the powers and duties of his office. In all other circumstances, the Community Development Director can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement the Community Development Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

Years of Continuous Service	Severance Pay
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

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

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

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

SECTION 5. SALARY. The Annual Salary for the Community Development Director shall be:

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
Community Development Director	73,394	75,595	77,863	81,756	85,623

Step A - Payable during first year of employment.
Step B - Payable during second year of employment subject to performance.
Step C - Payable during third year of employment subject to performance.
Step D - Payable during fourth year of employment subject to performance.
Step E - Payable during fifth year or more of employment subject to performance.

The Community Development Director is limited to 32 hours per week of work. This arrangement can be altered by the mutual agreement of the City and the Employee.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee using such procedures as he/she determines appropriate. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off other than eighty (80) hours of executive leave. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (8) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager. Other non-employer connected business may include provision of planning consulting services provided such services are not performed in the City of Rio Dell or provided to individuals or organizations which have business interests in the City of Rio Dell.

SECTION 9. AUTOMOBILE. Employee's duties require that she/he shall have the use at all times during his/her employment with Employer an automobile to perform Employer's business. Employee's use of his/her private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the United States Internal Revenue Service. Subject to the provisions of the City's separate Travel and Reimbursement Resolution, Employee

shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Employee shall maintain a valid driver's license and maintain insurable driving status as defined by City's insurance coverage. Employee shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

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

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

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

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

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

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

SECTION 11. ACCRUED VACATION LEAVE.
The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

SECTION 12. WORK RELATED EXPENSES REIMBURSMENT
Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manger. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee is contactable at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

SECTION 13. MEDICAL AND DENTAL INSURANCE REIMBURSEMENT. Medical, Dental and Vision Insurance shall be provided for the Community Development Director as the City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document. Should the City choose alternative medical coverage during the effective period of this Agreement, that alternative insurance shall be of equal or greater comprehensive coverage, than which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be $125 per pay period for all health, vision and dental coverage, collectively. Proof of health insurance must be provided to employer.

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

SECTION 15. LIFE INSURANCE. A term life insurance policy in the amount of Seventy Five Thousand Dollars ($75,000.00) shall be provided by the Employer for the Employee.

SECTION 16. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2017 and shall remain in effect through June 30, 2018, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

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

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

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

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

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

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

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

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

EMPLOYER	**EMPLOYEE**
City of Rio Dell	**Kevin Caldwell**
Rio Dell City Hall	**P.O. box 614**
675 Wildwood Ave	**Miranda, California 95553**
Rio Dell, California 95562	

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

SECTION 25. GENERAL PROVISIONS

A. The text herein shall constitute the Agreement between parties.
B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

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

EMPLOYEE		**EMPLOYER**	
Kevin Caldwell 7/27/17			
Kevin Caldwell	Date	Kyle Knopp	Date
Community Development Director		City Manager	

Approved as to form:

Russ Gans, City Attorney Date

CITY OF RIO DELL
COMMUNITY DEVELOPMENT DIRECTOR
EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made and entered by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "Employer" and **Kevin Caldwell**, hereinafter referred to as "Employee" or "**Community Development Director**", both of whom understand as follows:

RECTIALS

A. **WHEREAS**, Employer desires to employ the services of said **Kevin Caldwell** as **Community Development Director** of the City of Rio Dell; and

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

C. **WHEREAS**, Employee desires to accept employment as the **Community Development Director** of the said City;

AGREEMENT

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

SECTION 1. DUTIES. Employer hereby agrees to employ **Kevin Caldwell** as **Community Development Director** of said Employer to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the Community Development Director shall from time to time be assigned. These duties may include tasks related to planning, housing, building, code compliance and economic development projects.

SECTION 2. TERM. This Agreement shall remain in effect through June 30, 2018~~7~~, unless Employee's term of employment is terminated earlier as provided in this Section 2 or Section 3 of this Agreement, or by the voluntary resignation of Employee. Should Employee elect to resign, Employee shall provide Employer with thirty (30) days written notice prior to resignation.

For purposes of calculating the anniversary date for annual salary increases the date shall be March 14, 2011, his date of hire as Housing Program Director.

a. **Termination from Employment; 90 Day Limitation on Termination and Severance Pay.** Except in the event of immediate termination for cause as a result of a conviction or a plea of no contest to a felony as stated in Section 2.b. of this

Agreement, below, the Community Development Director shall not be terminated from employment within the ninety (90) day period following the appointment of a new City Manager. The purpose of this provision is to allow any newly appointed City Manager to directly observe the actions and ability of the Community Development Director in the performance of the powers and duties of his office. In all other circumstances, the Community Development Director can be terminated from employment **with or without cause and for any reason (or no reason at all)** following two (2) weeks written notice from the City Manager, and without notice under Section 2.b. of this Agreement. In the case of employment termination prior to expiration of this Agreement the Community Development Director shall be entitled to receive severance in a lump sum and all unused vacation, and executive leave time, **as Employee's sole and exclusive remedy and right(s) to payment at employment termination**. "Severance" shall be paid according to the following schedule:

Years of Continuous Service	Severance Pay
0-1 year	2 months salary
1-2 years	3 months salary
2-3 years	4 months salary
3-4 years	5 months salary

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

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

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

SECTION 5. SALARY. The Annual Salary for the Community Development Director shall be:

Contract Employees

JOB TITLE	Salary Range				
	A	B	C	D	E
Community Development Director	73,394	75,595	77,863	81,756	85,623

Step A - Payable during first year of employment.
Step B - Payable during second year of employment subject to performance.
Step C - Payable during third year of employment subject to performance.
Step D - Payable during fourth year of employment subject to performance.
Step E - Payable during fifth year or more of employment subject to performance.

~~The City shall pay Community Development Director (a City employee) a payment of $600.00 within the first two pay periods following approval of this agreement. This payment shall be subject to all standard payroll deductions. This payment shall not be considered an ongoing commitment.~~

The Community Development Director is limited to 32 hours per week of work. This arrangement can be altered by the mutual agreement of the City and the Employee.

SECTION 6. PERFORMANCE EVALUATION. The City Manager shall review and evaluate the performance of the Employee ~~in February of 2013 and June of 2013~~ using such procedures as he/she determines appropriate. From time to time as may mutually be deemed appropriate, the City Manager and Employee shall define such goals and performance objectives in writing which are determined necessary for the proper operation of the Department and City. Such goals and performance objectives shall be considered as part of the annual performance review of Employee.

SECTION 7. HOURS OF WORK. It is recognized that Employee may be expected to work in excess of eighty (80) hours per pay period at the direction of the City Manager. Employee shall receive no overtime pay or compensatory time off other than eighty (80) hours of executive leave. Employer through the City Manager may accommodate a flexible schedule in the form of a modified work week and/or working from home so long as the City Manager determines that the needs of the City are adequately met.

SECTION 8. OTHER EMPLOYERS OR OUTSIDE ACTIVITIES. Employee agrees to remain in the exclusive employ of Employer and not to become employed by any other employer in other employment until termination of the employment relationship. The term "other employment" shall not be construed to include occasional teaching, writing, consulting, or military reserve service performed on Employees time off. Employees shall not spend more than four (8) hours per week in teaching, counseling, or other non-employer connected business without the prior written approval of the City Manager. Other non-employer connected business may include provision of planning consulting services provided such services are not performed in the City of Rio Dell or provided to individuals or organizations which have business interests in the City of Rio Dell.

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

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

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

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

Employees accrue a sick leave benefit of eight (8) hours each calendar month actually worked by Employee, and vacation time shall accrue in accord with the following schedule based on years of continuous employment service to the City:

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

SECTION 11. ACCRUED VACATION LEAVE.
The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accordance with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

Employees may elect to buy down their vacation accrual at any time, provided that they have scheduled a vacation leave with their department head or City Manager as appropriate or have taken their annual vacation and the balance in their vacation account will be at least 40 hours after the buy down.

SECTION 12. WORK RELATED EXPENSES REIMBURSMENT
Employer agrees to reimburse the Employee such verifiable work related out-of-pocket expenses incurred by the Employee as approved by the City Manger. Employee shall submit an itemization schedule of his out-of-pocket expenses to the City Manager in writing in the form of a purchase order for payment. Employer also agrees to pay employee a monthly cell phone allowance to ensure employee is contactable at all times. Employee must maintain cell phone service. The City's cell phone policy established by separate Resolution of the City Council is applicable in all regards for Employee.

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SECTION 15. LIFE INSURANCE. A term life insurance policy in the amount of Seventy Five Thousand Dollars ($75,000.00) shall be provided by the Employer for the Employee.

SECTION 16. AGREEMENT EFFECTIVE. This Employment Agreement shall become effective July 1, 2017~~6~~ and shall remain in effect through June 30, 2018~~7~~, subject to potential early termination under Sections 2 and 3 of this Agreement and changes pursuant to amendments or adjustments made at mutually agreed upon times throughout Employee's term of employment with Employer.

SECTION 17. INDEMNIFICATION. Employer shall defend, hold harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action arising out

of an alleged act or omission occurring in the performance of Employee's duties as Community Development Director. Employer's indemnity obligation shall not apply to any claims or liabilities, of any type or nature, arising out of any intentional acts, criminal acts or willful misconduct of Employee.

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

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

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

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

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

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

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

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

EMPLOYEE
Kevin Caldwell
P.O. box 614
Miranda, California 95553

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

SECTION 25. GENERAL PROVISIONS

A. The text herein shall constitute the Agreement between parties.
B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
C. This Agreement shall become effective commencing immediately, subject to Section 17 above.
D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
E. This Agreement (including all Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or amended except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

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

EMPLOYEE		**EMPLOYER**	
_____		_____	
Kevin Caldwell	Date	Kyle Knopp	Date
Community Development Director		City Manager	

Approved as to form:

_____

Russ Gans, City Attorney Date

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

August 1, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action Related to Draft Scope of Services for Sculpture Exhibit

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Review and provide input for the draft scope of services and provide further direction to staff if necessary.

Direct that the City Attorney review and edit the Scope of Services as to form and authorize the City Manager to execute the agreement pending the identification of funding.

BACKGROUND AND DISCUSSION

Staff has collated the discussions with artist Dan McCauley into a draft scope of services. The Council should review this scope to make sure it reflects the direction of the Council. Mr. McCauley has reviewed the draft and found it agreeable.

At the time of agenda publication, no funding sources have been identified for this project. The council should discuss this issue and provide direction, particularly on the use of City funds and if that is authorized.

///

City of Rio Dell
Wildwood Avenue Sculpture Exhibit
DRAFT SCOPE OF SERVICES

DRAFT

THIS AGREEMENT entered into as of the _____day of _____ by and between the **City of Rio Dell,** 675 Wildwood Avenue, Rio Dell, California, (hereinafter referred to as the "City" and **Dan McCauley, Dan's Custom Metals** hereinafter referred to as the ("Artist").

WHEREAS, the City of Rio Dell has installed (2) concrete art pedestals in the medians on Wildwood Avenue for the purpose of displaying sculptures created by local artists; and

WHEREAS, the Rio Dell City Council has established the Wildwood Avenue Sculpture Committee consisting of 5 members with the responsibility of the selection and management of sculptures placed on City pedestals in the Wildwood Avenue medians; and

WHEREAS, all artists desiring to exhibit their sculptures in the Wildwood Avenue median pedestals must present their request to the Wildwood Avenue Sculpture Committee including photos and/or renderings showing the detail from all sides of the sculpture(s); and

WHEREAS, the artist must agree to display the sculpture for not less than 90 days and up to I year unless the artist and the City mutually agree to extend the display beyond 1 year.

NOW, THEREFORE, in consideration of the undertakings of the parties hereinafter set forth and for other good and valuable considerations, it is hereby agreed between the City and the Artist as follows:

RESPONSIBILITY OF THE ARTIST

1) The Artist agrees to construct and deliver (4) large sculptures to display in the Wildwood Avenue median.
2) The Artist agrees to install and remove the sculptures with the assistance of the Committee or City annually on a rotational basis.
3) The Artist agrees to assist the City in the construction and cost of 2 additional pedestals to accommodate the 2 larger sculptures.

4) The Artist agrees to maintain the sculptures throughout the term of exhibition and agrees to repair, restore or replace any damaged or defective components, or remove the art.
5) The Artist agrees to supply an identifying plaque placed at the base of the pedestal identifying the artwork, artist, selling price and other pertinent information as to size, media and weight.
6) The Artist agrees to comply with the adopted provisions of the Wildwood Avenue Sculpture Guidelines on all matters not covered under this agreement.

DRAFT

RESPONSIBILITY OF THE CITY

1) The City agrees to pay the artist a one-time payment of $4,000; 50% upon execution of the agreement and the remainder after the first sculpture is delivered.
2) The City shall provide staff support to assist in installing and removing the sculptures from the City's pedestals.
3) The City agrees to assist the artist in the construction and cost of 2 additional pedestals to accommodate the 2 larger sculptures.

SALE OF ART

After 90 days, the Artist will have the option of selling a sculpture provided the sculpture is replaced with another sculpture at the time of sale.

TERM OF AGREEMENT

This agreement shall remain in effect for a period of five (5) years. At the end of the term of the agreement, the four (4) sculptures on display at that time will remain as property of the City.

I hereby certify that I have read, understand and agree to the terms of this agreement and the Wildwood Avenue Sculpture Guidelines

_____

Dan McCauley Date

City of Rio Dell

By:_____

Kyle Knopp, City Manager Date

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

August 1, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action on Street Trees

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff.

BACKGROUND AND DISCUSSION

Staff has invited Mr. Doug Duppe to advise the Council. A Letter from Mr. Duppe is attached.

///

Miller Farms
NURSERY INC.

1828 CENTRAL AVENUE • (P.O. BOX 2145) • McKINLEYVILLE, CALIF. 95519 • 707-839-1571 • FAX 707-839-2563

"Grow With Us"

July 27, 2017

City of Rio Dell

Kevin Caldwell and City Board

This is an analysis of the trees in the center divider on Wildwood Ave., from the North 101 off ramp to City Hall.

The photo of excavation for Root 101 nursery access show around one foot of topsoil over compacted river base. The compacted river base is allowing water to leave the topsoil at an increased rate. Roots of trees find it too dry and nutrient lacking. Any dry spell due to irrigated water interruption will harm the trees.

The care needed for these trees that exists (in the divider) is excessive and costly.

The Planters could be modified by digging 9'x9' tree planters that area 3-5' deep, mixing in topsoil and mulch then plant trees in these beds. This would allow trees to grow larger and with less care and water. Root liners could be added on the sides to conserve water. Lawns could stay in between the beds as grass roots are shallow and just need fertilization.

The lawns could be removed and replaced with cobble rock in-between tree planters. This would reduce maintenance and costs of fertilization, mowing and watering.

This project could be a yearly one with one center divide done each year.

Another option would be to plant trees that could grow with little topsoil such as Cypress and Palms.

This is a preliminary analysis, I can be available to help with design, installation and/or answer any questions that have to do with this project. Please feel free to contact me 707-845-6906.

Sincerely,

Doug Deppe, ASAL

Miller Farms Nursery, Inc.

• Landscape • Excavation • Fencing • Power Equipment Sales & Service • Irrigation Systems •
• Nursery & Landscape Materials •

CONTRACTORS LICENSE NO. 365302
CLASS A, B, C-13 & C27

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

August 1, 2017

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action on Recruitment for Chief of Police

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff.

BACKGROUND AND DISCUSSION

The City Manager will update the Council on recruitment for a Chief of Police.

RDMC 2.25.050 Appointment of Chief:

The City Manager shall appoint a Chief of Police after coordination and confirmation of the Council to serve in compliance with existing law, ordinance, resolution, City personnel rules and a services contract or memorandum of understanding. [Ord. 213A § 2.60.002, 1992.]

///

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

For Meeting of: August 1, 2017

To: City Council

From: Kevin Caldwell, Community Development Director

Through: Kyle Knopp, City Manager

Date: July 24, 2017

Subject: Second reading, approval and adoption of Ordinance No. 358-2017 establishing Personal Cannabis Cultivation Regulations, Section 17.30.235, of the Rio Dell Municipal Code (RDMC).

Recommendation:

That the City Council:

1. Open the public hearing, receive staff's report regarding Ordinance No. 358-2017 establishing Personal Cannabis Cultivation Regulations, Section 17.30.235, of the Rio Dell Municipal Code (RDMC); and

2. Discuss, Deliberate and Make a Motion and a Second; and

3. Take Public Comment; and

4. Find that the proposed text amendment is consistent and compatible with the General Plan and any implementation programs that may be affected; and

5. Find that the proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA); and

6. Adopt Ordinance No. 358-2017 establishing Personal Cannabis Cultivation Regulations, Section 17.30.235, of the Rio Dell Municipal Code (RDMC).

Discussion

At the Council meeting of July 18th, staff introduced Ordinance No. 358-2017 which establishes personal recreational cannabis regulations consistent with the Adult Use of Marijuana Act (AUMA). AUMA legalizes the use of recreational cannabis and creates a State regulatory and

licensing system for commercial cultivation, testing, manufacturing and distribution of nonmedical marijuana. The State expects to begin issuing commercial licenses January 1st 2018. AUMA also contains provisions for personal cannabis cultivation as well. Below is a summary of the personal cultivation regulations found in AUMA.

- Allows persons to cultivate six (6) cannabis plants.
- Local governments may "reasonably regulate" but not prohibit "indoor" cultivation. Indoor cultivation includes a greenhouse or other detached accessory building.
- Local governments may ban outdoor cultivation, but those that do will not be eligible for grants.
- Plants grown outdoors may not be visible by normal unaided visions prom a public place.
- Cannabis in excess of 28.5 grams must be kept in a locked space within the person's private residence.
- Local governments can require a permit process with an appropriate fee to ensure compliance with the various building codes, including the fire code. In addition a permit process could require periodic inspections upon appropriate notice.

Again, staff presented the draft regulations to the Planning Commission at their Special Meeting of July 11, 2017. After some very good questions and discussion, the Planning Commission recommended that the Council the make the following changes:

1. **Annual Permit:** An annual permit authorizing the personal cultivation is recommended by the Planning Commission. The Commission recommended a Life-Safety Inspection. The Life-Safety Inspection fee is currently $75.00. Staff has prepared a draft Application and Acknowledgement form which is included as Attachment 2.

2. **Inspection:** Consent to a minimum of one additional on-site compliance inspection annually, to be conducted by appropriate City officials during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The applicant shall be required to pay the Life-Safety Inspection Fee in effect at that time.

3. **Detached Accessory Buildings:** Personal cultivation would only be allowed in detached accessory buildings. As the Council is aware many homes have been damaged due to irresponsible indoor cultivation, requiring new flooring, walls, ceiling, electrical and plumbing work to return the home to a habitable state. In addition, indoor cultivation increases the risk of fire. As such, by requiring that the cultivation occur in a detached accessory building, it reduces the possible fire risk to the home and its occupants.

4. **Interior Height Limit:** Clarify that the maximum allowed interior ceiling height is 10 (10 feet.

The Council considered the Planning Commission's recommended changes and agreed to incorporate the changes into the Ordinance. Staff has prepared an application form that incorporates the original recommended performance standards and the additional performance standards recommended by the Planning Commission and supported by the Council. Please refer to Attachment 2.

Test Amendment Required Findings

1. The proposed amendment is consistent and compatible with the General Plan and any implementation programs that may be affected.

There are no General Plan policies that would discourage or prohibit the proposed amendments. The proposed amendments are consistent and compatible with the General Plan.

.

2. The proposed amendments have been processed in accordance with the California Environmental Quality Act (CEQA).

Based on the nature of the project, staff has determined that the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a ***significant*** effect on the environment. Where it can be seen with certainty that there is no possibility that the project in question may have a significant effect on the environment, the project is not subject to CEQA. Based on the nature of the proposed amendments, staff believes there is no evidence to suggest that the minor amendments will have a ***significant*** effect on the environment.

Attachments

Attachment 1: Draft Ordinance No. 358-2017 establishing Personal Cannabis Cultivation Regulations, Section 17.30.235, of the Rio Dell Municipal Code (RDMC).

Attachment 2: Draft Application and Acknowledgement.

ORDINANCE NO. 358-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL ESTABLISHING PERSONAL CANNABIS CULTIVATION REGULATIONS, SECTION 17.030.235 OF THE RIO DELL MUNICIPAL CODE:

THE CITY COUNCIL OF THE CITY OF RIO DELL DOES ORDAIN AS FOLLOWS:

WHEREAS Proposition 64, the Adult Use of Marijuana Act (AUMA) was approved and became effective November 9, 2016; and

WHEREAS AUMA legalizes the use of recreational cannabis and creates a State regulatory and licensing system for commercial cultivation, testing, manufacturing and distribution of nonmedical marijuana; and

WHEREAS AUMA allows persons 21 years of age or older to possess, plant, cultivate, harvest, dry, or process not more than six (6) living cannabis plants and possess the cannabis produced by the plants; and

WHEREAS local governments may "reasonably regulate" but not prohibit "indoor" cultivation; and

WHEREAS indoor cultivation includes a greenhouse or other detached accessory building; and

WHEREAS local governments may ban outdoor cultivation, but those that do will not be eligible for grants; and

WHEREAS it is the intent of the City to minimize the impacts of cannabis cultivation in neighborhoods and the impacts that can accompany cannabis cultivation; and

WHEREAS the City has reviewed and processed the proposed Cannabis Cultivation Regulations in conformance with Sections 65350 – 65362 of the California Government Code; and

WHEREAS the City has reviewed and processed the proposed Medical Marijuana Regulations in conformance with Section 17.30.010 of the City of Rio Dell Municipal Code; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed Cannabis Cultivation Regulations are deemed to be in the public interest; and

WHEREAS the City finds that based on evidence on file and presented in the staff report that the proposed Cannabis Cultivation Regulations are consistent and compatible with a

It is the intent of the City that the cultivation of cannabis for personal use be conducted in a manner that is consistent with State law and which promotes the health, safety, comfort, convenience, and general welfare of the residents and businesses within the incorporated area of the City of Rio Dell.

It is the intent of the City to balance the right's of our residents to cultivate and posses cannabis and minimize the impacts of cannabis cultivation in neighborhoods.

(3) Findings. The City Council hereby finds and declares the following:

(a) Widespread indoor cultivation of cannabis in the County and Cities has led to a decrease in needed rental housing stock, as rental homes are converted solely to structures to grow marijuana in, as well as excessive energy consumption to power the lights, fans, and other systems needed for a large indoor cannabis growing operation. As rental homes are converted to these grow structures, the character of the neighborhood around the grow structure deteriorates.

(b) Cannabis that is grown indoors can lead to mold, mildew, and moisture damage to the building in which it is grown. Landlords, who thought they were renting a home for people to live in, later find that their property was turned into a structure to grow cannabis and extensively damaged by that use, requiring new flooring, walls, ceiling, electrical and plumbing work to return the home to a habitable state. Growing cannabis is susceptible to plant diseases, mold, mildew, and insect damage and may be treated with insecticides and herbicides that may harm human health when applied or when the chemical is disposed of in the trash or in the sewage disposal system.

(c) Cultivation of cannabis may also result in private or public nuisances. Whether grown indoors or outdoors, marijuana plants, particularly as they mature, produce a distinctive odor that is often detectable far beyond property boundaries. This strong, distinctive odor can interfere with neighboring owners' use and enjoyment of their property. In addition, this odor of growing or "green" cannabis may alert malefactors to the location where marijuana is grown and thereby create the risk of burglary and robbery at that location.

(d) The right of citizen's under state law to possess and cultivate cannabis for personal purposes does not confer upon them a right to create or maintain a nuisance. By adopting this Ordinance, which regulates the land use aspects of indoor residential cultivation of cannabis for personal use, the City expects a reduction in complaints regarding cannabis related odors and residential mold and moisture issues affecting rental housing stocks, as well as a decrease in crime and fires related to the cultivation and processing of cannabis.

(e) The City finds that while the right of citizens to use and cultivate cannabis is authorized by Adult Use of Marijuana Act, the potential land use impacts to the environment and to public health, safety and welfare as identified, necessitates that the City create regulations, such as this Ordinance, to govern the cultivation of cannabis for personal use in a residence or detached accessory buildings.

(f) The City finds that the indoor cultivation of more than one-hundred-fifty (150) square feet of cannabis that is more than ten (10) feet tall per residence or detached accessory building, as defined herein, within the City may result in an unreasonable risk of crime, fire, and other nuisance-related impacts such as odors offensive to people living or working or recreating nearby, as well as resulting in the deterioration of the neighborhood character, decrease in

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of non-medical cannabis and non-medical cannabis products as provided for in the Adult Use of Marijuana Act.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

"Detached Accessory Building – Residential" means a building which is incidental and subordinate to the residence or residential use and be located on the same parcel. Detached Accessory Buildings must be fully enclosed, secure and lockable structure that has a roof supported by connecting walls extending continuously to a perimeter foundation or equivalent base to which the connecting walls are securely attached.

"Indoor(s)" means within a fully enclosed and secure structure that has a roof supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached.

"Residence" means any structure designed or used for residential occupancy, including an attached garage, regardless of whether it is located in a residential zone.

"Residential Cultivation" means the growing of one-hundred-fifty (150) square feet or less that is ten (10) feet or less in interior height of cannabis cultivation indoors within a residence or detached accessory building as defined herein. Such cultivation shall be subordinate, incidental, and accessory to the residential use.

"Person" includes any individual, firm, co-partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

"Purchaser" means the customer who is engaged in a transaction with a licensee for purposes of obtaining cannabis or marijuana products.

"Sell," "sale," and "to sell" include any transaction whereby, for any consideration, title to cannabis is transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same.

(6) Residential Cultivation for Personal Use

The City shall not interfere with a cultivation of cannabis for personal use, so long as the cultivation is in conformance with this Ordinance and state law.

In order to eliminate the potential nuisance and health and safety impacts to the greatest extent possible, residential cannabis cultivation and processing for personal use shall be in conformance with the following standards:

(a) Outdoor, greenhouse and cultivation in a residence is prohibited; and

(o) In detached accessory buildings with wooden floors, a waterproof membrane or other waterproof barrier shall be installed to protect the floor of the indoor cultivation area from water damage.

(p) Cultivation areas must be maintained in a clean and sanitary condition.

(q) An annual Permit and Acknowledgement is required. The applicant shall be required to pay the Life-Safety Inspection Fee in effect at that time.

(r) Upon proper notification consent to a minimum of one additional on-site compliance inspection annually, to be conducted by appropriate City officials during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The applicant shall be required to pay the Life-Safety Inspection Fee in effect at that time.

(7) Violation of Regulations.

It shall be unlawful for any person, whether principal, agent, employee, firm, corporation or otherwise, to violate or causing or permitting the violation of any of the provisions of these regulations.

(8) Penalty.

Any person, firm, corporation, or other entity, whether as owner, lessee, sub lesser, sub lessee, or occupant of any premises that violates the provisions of this chapter or any order issued pursuant to this chapter shall be subject to any or all of the following:

(1) Such person shall be subject to summary or administrative abatement of the nuisance by the City, and be subject to fines, civil penalties, fees and costs, including reasonable attorney fees imposed by the City pursuant to the summary or administrative abatement procedures contained in the City Code or any other provisions of law;

(2) Such person shall be guilty of a misdemeanor for each day such violation continues, and upon conviction thereof, shall be punished for each violation by a fine not to exceed one thousand dollars ($1,000.00), or by imprisonment of not longer than six months, or both for each violation;

(3) Such person shall be prosecuted in a civil action, criminal action, or both brought by the City. The City Attorney or other authorized legal representative may bring an action in a court of competent jurisdiction to enjoin or prosecute any nuisance violation of this chapter, or violation of any other ordinance of the City;

(4) Each and every day that any such violation continues to exist shall constitute a continuing and separate offense.

(9) Declaration of Public Nuisance.

Any building or use operated or maintained contrary to the provisions of these regulations shall be, and the same is hereby declared to be, a public nuisance and shall be subject to injunction and abatement as such.

Section 5. Effective Date

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

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on July 18, 2017 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the August 1, 2017 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 and foregoing to be a full, true and correct copy of Ordinance No. 358-2017 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on August 1, 2017.

_____
Karen Dunham, City Clerk, City of Rio Dell

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

CITY OF RIO DELL CALIFORNIA

Personal Cannabis Cultivation Application and Acknowledgement

CULTIVATION LOCATION:

Project Address: _____ Assessor's Parcel No.: _____

APPLICANT: ☐ Owner ☐ Renter Note: Renters must provide written authorization from the property owner.

Applicant: _____ Phone #: _____

Mailing Address: _____ Fax#: _____

City/State/Zip: _____ E-mail: _____

Owner:

Owner: _____ Phone #: _____

Mailing Address: _____ Fax#: _____

City/State/Zip: _____ E-mail: _____

APPLICANT'S ACKNOWLEDGMENT AND AGREEMENT OF CONDITIONS

DIRECTIONS: Read and initial each statement below to signify you understand or verify this information.

17.30.235(6) Residential Cultivation for Personal Use

The City shall not interfere with a cultivation of cannabis for personal use, so long as the cultivation is in conformance with the following performance standards and state law.

_____ Outdoor, greenhouse and cultivation in a residence is prohibited; and

_____ Indoor cannabis cultivation shall be limited to detached accessory buildings and shall not exceed six (6) plants and one-hundred-fifty (150) square feet or less per residence on a parcel. The maximum allowed interior ceiling height is ten (10) feet; and

_____ The cannabis cultivation and processing area in the detached accessory building shall be indoors and secured against unauthorized entry; and

_____ Grow lights for cannabis cultivation in the detached accessory building shall not overload the capacity of the branch circuits; and

_____ All electrical equipment used in the indoor cultivation of cannabis in the detached accessory building shall be plugged directly into a wall outlet or otherwise hardwired. The use of extension cords to supply power to electrical equipment used in the residential cultivation of cannabis is prohibited. Any electrical or mechanical may require a Building Permit; and

_____ The use of gas products (CO_2, butane, etc.) for indoor cannabis cultivation is prohibited; and

_____ No toxic or flammable fumigant shall be used for indoor cultivation unless the requirements of Section 1703 of the California Fire Code have been met; and

_____ No odor of cannabis shall be detectable from the property boundaries by a person of ordinary senses. To achieve this, the cultivation area shall be, at a minimum, mechanically ventilated with a carbon filter or other superior method to prevent the odor of cannabis from escaping the indoor cultivation area and negatively impacting neighbors and the surrounding community. Ventilation systems shall be installed in a manner that facilitates decommissioning and a return of the cultivation area to non-cultivation uses; and

_____ From a public right of way, neighboring properties, or neighboring housing units, there shall be no auditory evidence of the cultivation that is detectable by a person of ordinary senses; and

_____ Cannabis cultivation, processing, or transfers are prohibited as a Home Occupation; and

_____ No sale, trading, or dispensing of cannabis is allowed on a parcel where cultivation of cannabis occurs; and

_____ All waste materials shall be disposed of properly. No effluent, including but not limited to waste products, chemical fertilizers or pesticides shall be discharged into drains, septic systems, community sewer systems, water systems or other drainage systems including those that lead to rivers and streams as a result of the cultivation of cannabis; and

_____ The cultivation of cannabis shall not adversely affect the health or safety of residents, neighbors, or nearby businesses by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts, or be hazardous due to use or storage of materials, processes, products or wastes associated with the cultivation of cannabis; and

_____ The indoor personal recreational cultivation of cannabis must comply with all applicable state and county laws, including fire and building codes; and

_____ In detached accessory buildings with wooden floors, a waterproof membrane or other waterproof barrier shall be installed to protect the floor of the indoor cultivation area from water damage.

_____ Cultivation areas must be maintained in a clean and sanitary condition.

_____ An annual Permit and Acknowledgement is required. The applicant shall be required to pay the Life-Safety Inspection Fee in effect at that time.

_____ Upon proper notification consent to a minimum of one additional on-site compliance inspection annually to be conducted by appropriate City officials during regular business hours (Monday – Friday, 9:00 am – 5:00 pm, excluding holidays). The applicant shall be required to pay the Life-Safety Inspection Fee in effect at that time.

I hereby certify that I have read and understand the above Personal Cannabis Cultivation Regulations, Section 17.30.235 of the Rio Dell Municipal Code (RDMC). I further agree to abide to the regulations. I understand that non-compliance with the regulations will result in revocation of my Permit and may result in fines and penalties.

Signature of Applicant: _____ Date: _____

Signature of Owner: _____ Date: _____

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

CITY OF RIO DELL CALIFORNIA

For Meeting of: August 1, 2017

To: City Council

From: Kevin Caldwell, Community Development Director

Through: Kyle Knopp, City Manager

Date: July 19, 2017

Subject: A text amendment establishing Chapter 15.25 of the Rio Dell Municipal Code to establish Expedited Permitting Procedures for Electrical Vehicle Charging Stations.

Recommendation:

That the City Council:

1. Receive staff's report regarding establishing Chapter 15.25 of the Rio Dell Municipal Code to establish Expedited Permitting Procedures for Electrical Vehicle Charging Stations, which outlines an expedited and streamlined permitting process for electric vehicle charging stations in compliance with Assembly Bill 1236; and

2. Open the public hearing, receive public input and deliberate; and

3. Introduce (first reading) Ordinance No. 360-2017 and continue consideration, approval and adoption of the proposed Ordinance to your meeting of August 15, 2017 for the second reading and adoption.

Discussion

Assembly Bill 1236, adopted in October 2015, added Government Code Section 65850.7 to require jurisdictions with a population of less than 200,000 to establish procedures for expedited, streamlined processes for permitting of electric vehicle charging stations. Under Section 65850.7, a jurisdiction must adopt an ordinance for the expedited, streamlined process on or before September 30, 2017. The ordinance must include the requirement that a jurisdiction adopt a checklist or guidelines of requirements with which a permit application for an electric vehicle charging station will be eligible for expedited review. Staff has prepared "Submittal Guidelines" which are included as Attachment 2.

Essentially the Assembly Bill is attempting to remove unreasonable barriers to the installation of electric vehicle charging stations and not unreasonably restrict the ability of homeowners and business concerns to install electric vehicle charging stations. The purpose of this Assembly Bill is to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use.

An electric vehicle charging station is any level of Electric Vehicle Supply Equipment (EVSE) station which delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

As indicated above staff has created Submittal Guidelines (Attachment 2) for Residential Electric Vehicle Charging Station – Expedited Review, which can be used by an applicant or contractor by filling in the blanks with the required information and attaching the manufacturer's installation instructions, technical specifications, and a simple plan. If all the information is provided and the proposal complies with the applicable building codes, then the review and approval process can usually be performed over-the-counter or within a day or two depending upon workloads and staff levels at the time of submission.

Large commercial projects with multiple charging stations that may require the electrical service upgrades are more complex and may require additional coordination with the Fire Department and PG&E. These larger projects may take longer to review and approve because they are more complex and involve multi-agency review and approval. The goal is to ensure health and safety while ensuring a streamlined and predictable review process, which again complies with the state statute.

Attachments

Attachment 1: Draft Ordinance No. 360-2017 establishing Chapter 15.25 of the Rio Dell Municipal Code to establish Expedited Permitting Procedures for Electrical Vehicle Charging Stations, which outlines an expedited and streamlined permitting process for electric vehicle charging stations in compliance with Assembly Bill 1236.

Attachment 2: Draft Submittal Guidelines.

ORDINANCE NO. 360 – 2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL ESTABLISHING CHAPTER 15.25 TO THE RIO DELL MUNICIPAL CODE RELATING TO EXPEDITED PERMITTING PROCEDURES FOR ELECTRICAL VEHICLE CHARGING STATIONS

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

WHEREAS, the State of California and the City of Rio Dell has consistently promoted and encouraged the use of fuel-efficient electric vehicles; and

WHEREAS, the State of California recently adopted Assembly Bill 1236, which requires local agencies to adopt an ordinance that creates an expedited and streamlined permitting process for electric vehicle charging systems; and

WHEREAS, creation of an expedited, streamlined permitting process for electric vehicle charging stations would facilitate convenient charging of electric vehicles and help reduce the City's reliance on environmentally damaging fossil fuels.

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

Section 1. Chapter 15.25 is added to the Rio Dell Municipal Code to read in full as follows:

Chapter 15.25 Electrical Vehicle Charging Station Review Process.

15.250.010 Definitions

(1) The following words and phrases are used in this section are defined as follows:

(a) "Electronic submittal" means the utilization of E-mail, the Internet or facsimile.

(b) "Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the

California Electrical Code, as it reads on the effective date of this Chapter, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle.

(c) "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

15.250.010 EXPEDITED REVIEW PROCESS

(1) Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations, and prepare a checklist or submittal guidelines of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The City's checklist/guidelines shall be published on the City's website.

(2) Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by any applicant.

(3) Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

(4) A permit application that satisfies the information requirements in the City's checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

(5) It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the City may require the applicant to apply for a use permit.

Section 2. California Environmental Quality Act

The City Council finds that this Ordinance falls under the California Environmental Quality Act (CEQA) exemption found in Title 14 California Code of Regulations Section 15061(b)(3) because it can be seen with certainty that there is no possibility it will have a significant negative effect on the environment.

Section 3. Severability

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

Section 4. Limitation of Actions

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

Section 5. Effective Date

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

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on August 1, 2017 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the August 15, 2015 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 and foregoing to be a full, true and correct copy of Ordinance No. 360-2017 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the August 15, 2017.

_____
Karen Dunham, City Clerk, City of Rio Dell

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

CITY OF RIO DELL CALIFORNIA

SUBMITTAL GUIDELINES:
RESIDENTIAL ELECTRIC VEHICLE CHARGING STATIONS
EXPEDITED REVIEW

APPLICABLE CODES: 2016 CBC, CRC, CPC, CMC, CEC, CALGreen, CEnC, and RDMC

The information provided in this document is general and intended as a guide only. Each project is unique and additional requirements may be enforced as deemed appropriate.

PURPOSE

The purpose of this guideline is to assist permit applicants in streamlining the permitting, installation and inspection process for Residential EV Chargers.

TYPES OF ELECTRIC VEHICLE (EV) CHARGERS

Be aware that there are different types of Electric Vehicle (EV) Chargers. There are 2 basic types of EV chargers for home use (Level 1 and Level 2).

LEVEL 1

Level 1 Chargers are smaller units that plug directly into a standard 120 volt receptacle outlet. These types of chargers typically require a longer period of time to recharge the vehicle. As long as the receptacle outlet being used to plug-in the Level 1 Charger exists, there is no requirement to secure a permit from the Building Division. On the other hand, if you will be installing a new 120 volt receptacle outlet for the charger, you will need to obtain a permit—but you will not need to provide any plans or electrical load calculations as would be required for the more powerful Level 2 type charging systems.

LEVEL 2

A Level 2 EV charging system requires a 240 volt electrical circuit and charges the vehicle battery much faster than a Level 1 charger. Level 2 charger installations typically require an electrical permit and inspections of the installation. In order to obtain the permit you will need to provide some basic information to show that your existing electrical service can handle the added load.

Installing a Level 2 EV charging system requires changes to building's electrical wiring. Before installing the EV charging equipment and the associated wiring, talk to your EV manufacturer

about the electrical requirements for the charger unit to be installed at your home.

Be sure to use a licensed Electrical contractor whose state contractor's license and insurance are current. The contractor should follow the installation instructions of the EV charger manufacturer and the requirements of California Electrical Code.

SUBMITTAL REQUIREMENTS

This Residential EV Charger Permit Guideline has been developed to streamline the permit, installation and inspection process. In most cases, you or your contractor merely need to fill-in the blanks on this document, attach the manufacturer's installation instructions and charger specifications and submit it to the Building Department for an over-the-counter review and permit issuance.

If all of the information is provided and the proposal complies with the applicable codes, the review and approval process can usually be performed over-the-counter or within a day or two depending upon workloads and staffing levels at the time of submittal. Once the permit is issued, the installation may begin.

When the installation is complete, an inspection of the work must be scheduled with the Building Inspector. Inspections are typically performed on the work day following your request for inspection. Keep in mind that someone will need to be present during the inspection so that the Building Inspector can access the location of the electrical meter and EV charger (typically in the garage) and perform torque requirements.

CALIFORNIA ELECTRICAL CODE GENERAL REQUIREMENTS

All Electrical Vehicle Charging Systems shall comply with the applicable sections of the California Electrical Code, including Article 625.

EQUIPMENT HEIGHT

The coupling means of the Electric Vehicle Supply Equipment shall be stored at a height of not less than 18 inches above the floor level for indoor locations and not less than 24 inches above the grade level for outdoor locations. (CEC 625.50)

LISTED EQUIPMENT

All Electric Vehicle Supply Equipment shall be listed by a nationally recognized testing laboratory. You can find a list in the US Department of Labor's website. (CEC 110.3(B))

FASTENED IN PLACE

Specify if the Level 2 Electric Vehicle Supply Equipment will be permanently connected and fastened in place in accordance with the manufacturer's installation instructions.

PROTECTION FROM PHYSICAL DAMAGE

Electrical Vehicle Supply Equipment shall be protected against vehicle impact damage when located in the path of a vehicle. In order to avoid the installation of a substantial pipe bollard as an equipment guard, locate the Electrical Vehicle Supply Equipment on a garage side wall, out of vehicular path (see sample drawing below). (CEC 110.27(B))

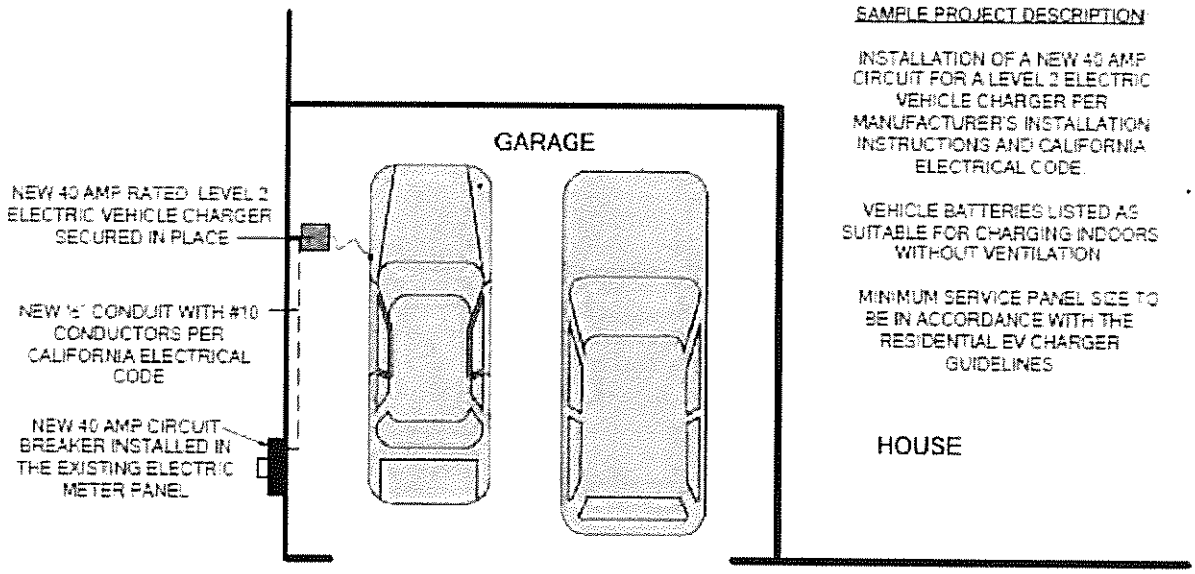
IF MORE THAN 60 AMPS

When EV charging equipment is rated at more than 60 amps, the disconnect means shall be provided and installed in a readily accessible location and shall be capable of being locked on the open position. (CEC 625.42)

SITE PLAN

Provide two copies of the job-specific site plan showing:

- The location of the building and street name.
- All EVSE receptacle location(s), electric service, disconnects, and existing or proposed electric meter location.
- Information as required in the tables in the following page (see Other Helpful Information).



Sample Electrical Plan for Level 2 Electric Vehicle Charger Circuit Installation
(Source: City of Riverside)

CITY OF RIO DELL UTILITY REQUIREMENTS

Though an individual Level 2 EV charger may have a negligible impact on the utility electric system, the combined effect of several chargers in the same neighborhood could result in

overloads on utility secondary wires and transformers. It is important that PG&E be notified of any Level 2 charger installations to ensure that utility electrical system components are adequately sized to maintain high levels of service reliability.

For EVSEs greater than 40 amps, or that require an overcurrent protection device (e.g., circuit breaker) greater than 50 amps, complete the City of Rio Dell PG&E EVSE Information form.

OTHER HELPFUL INFORMATION FOR EV CHARGER INSTALLATIONS

The table below illustrates the type and size of wire and conduit to be used for various Electric Vehicle Charger circuits.

Size of EV Charger Circuit Breaker	Required Minimum Size of Conductors (THHN wire; THHW wire for exterior)	Conduit Type and Size *		
		Electrical Metallic Tubing (EMT)	Rigid Nonmetallic Conduit – Schedule 40 (RNC)	Flexible Metal Conduit (FMC)
20 amps	#12	1/2"	1/2"	1/2"
30 amps	#12	1/2"	1/2"	1/2"
40 amps	#10	1/2"	1/2"	1/2"
50 amps	#8	3/4"	3/4"	3/4"
60 amps	#6	3/4"	3/4"	3/4"
70 amps	#6	3/4"	3/4"	3/4"

** Based on 4 wires in the conduit (2-current carrying conductors, 1-grounded conductor, and 1-equipment ground). (CEC Chapter 9 Tables)*

As an alternate, Nonmetallic Sheathed Cable (NMC) (e.g., Romex cable) may be used if it is protected from physical damage by placing the cable inside a wall cavity or attic space which is separated from the occupied space by drywall or plywood.

The table below illustrates the required supports for various types of electrical conduit or cable.

Conduit Support	Electrical Metallic Tubing (EMT) (CEC 358.30 (A))	Rigid Nonmetallic Conduit – Schedule 40 (RNC) (CEC 352.28(B))	Flexible Metal Conduit (FMC) (CEC 348.42(B))	Nonmetallic Sheathed Cable (NMC) (CEC 334.30)
Conduit Support Intervals	10'	3'	4-1/2'	4-1/2'
Maximum Distance from Box to Conduit Support	3'	3'	1'	1'

In addition to the above noted requirements, the California Electrical Code contains many other provisions that may be applicable to the installation of a new electrical circuit. Installers are cautioned to be aware of all applicable requirements before beginning the installation. For additional information or guidance, consult with the Building Department staff or a qualified and experienced Electrical Contractor.

SERVICE LOAD CALCULATOR

Instructions: Review the list of electrical loads in the table below and check all that exist in your home (don't forget to include the proposed Level 2 charger). For each item checked, fill in the corresponding "Watts Used" (refer to the "Typical Usage" column for wattage information). Add up all the numbers that are written in the "Watts Used" column and write that number in the "TOTAL WATTS USED" box at the bottom of the table. Then go to the next page to determine if your existing electric service will accommodate the new loads.

Note: Loads shown are rough estimates; actual loads may vary. For a more precise analysis, use the nameplate ratings for appliances and other loads and consult with a trained electrical professional.

Check All Applicable Loads	Description of Load	Typical Usage	Watts Used
	GENERAL LIGHTING AND RECEPTACLE OUTLET CIRCUITS		
	Sq. ft. of the house: (multiply by 3 watts/sq. ft.)	3 watts/sq. ft.	
	KITCHEN CIRCUITS		
	Kitchen Circuits	3000 watts	
	Electric Oven	2000 watts	
	Electric Stove Top	5000 watts	
	Microwave	1500 watts	
	Garbage Disposal under Kitchen Sink	1000 watts	
	Automatic Dish Washer	3500 watts	
	Garbage Compactor	1000 watts	
	Instantaneous Hot Water at Sink	1500 watts	
	LAUNDRY CIRCUITS		
	Laundry Circuit	1500 watts	
	Electric Clothes Dryer	4500 watts	
	HEATING AND AIR CONDITIONIONG CIRCUITS		
	Central Heating and Air Conditioning	6000 watts	
	Window Mounted Air Conditioning	1000 watts	
	Whole-House or Attic Fan	500 watts	
	Central Electric Furnace	8000 watts	
	Evaporative Cooler	500 watts	
	OTHER ELECTRIC LOADS		
	Electric Water Heater (Storage Type)	4000 watts	
	Electric Tankless Water Heater	15000 watts	
	Swimming Pool or Spa	3500 watts	
	Other (Describe)	watts	
	Other (Describe)	watts	
	Other (Describe)	watts	
	ELECTRIC VEHICLE CHARGER CIRCUIT		
	Level 2 EV Charger Wattage: (multiply by 1.25)	watts	
		TOTAL WATTS USED	

Instructions: Using the "TOTAL WATTAGE USED" number from the previous page, check the appropriate line in column 1 and follow that line across to determine the minimum required size of the electrical service panel shown in column 3. In column 4, write in the size of your existing service panel (main breaker size). If your existing service panel (column 4) is smaller than the minimum required size of the existing service (column 3), then you will need a new upgraded electrical service panel to handle the added electrical load from the proposed Level 2 charger.

The table below is based on CEC 220.83(A) and Annex D.

1	2	3	4
Check the Appropriate Line	**Total Watts Used (from Previous Page)**	**Minimum Required Size of Existing 240-Volt Electrical Service Panel (Main Service Breaker Size)**	**Identify the Size of Your Existing Main Service Breakers (Amps) ***
	Up to 48000	100 amps	
	48001 – 63000	125 amps	
	63001 – 78000	150 amps	
	78001 – 108000	200 amps	
	108001 – 123000	225 amps	

**Note: The size of your existing service (column 4) MUST be equal to or larger than the Minimum Required size (column 3) or a new larger electrical service panel will need to be installed in order to satisfy the electrical load demand of the EV charger.*

STATEMENT OF COMPLIANCE

By my signature, I attest that the information provided is true and accurate.

Job Address:_____

Signature: _____ Date:_____

In addition to this document, you will also need to provide a copy of the manufacturer's installation literature and specifications for the Level 2 charger you are installing.

Note: This is a voluntary compliance alternative and you may wish to hire a qualified individual or company to perform a thorough evaluation of your electrical service capacity in lieu of this alternative methodology. Use of this electrical load calculation estimate methodology is at the user's risk and carries no implied guarantee of accuracy. Users of this methodology and these forms are advised to seek professional assistance in determining the electrical capacity of a service panel.

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

For Meeting of: August 1, 2017

To: City Council

From: Kevin Caldwell, Community Development Director

Through: Kyle Knopp, City Manager

Date: July 27, 2017

Subject: Introduction of Ordinance No. 361-2017 prohibiting the sales of recreational cannabis within the City.

Recommendation:

That the City Council:

1. Have staff introduce (first reading) Ordinance No. 361-2017 regarding establishing Chapter 5.40 Recreational Cannabis Sales; and

2. Open the public hearing, receive public input and deliberate; and

3. Continue consideration, approval and adoption of the proposed Ordinance to your meeting of August 15, 2017 for the second reading and adoption.

Discussion

As the Council is aware in November 2016, voters approved Proposition 64, the Adult Use of Marijuana Act (AUMA). Under Proposition 64, adults 21 years of age or older may legally grow, possess, and use cannabis for nonmedicinal purposes, with certain restrictions. In addition, beginning on January 1, 2018, AUMA makes it legal to sell and distribute cannabis through a regulated business, unless local jurisdictions adopt regulations to prohibit the sale and distribution of recreational cannabis.

It is staff's understanding that the Council would like to prohibit the sales of recreational cannabis within the City. As such, staff has drafted the attached Ordinance which does prohibit the sales of recreational cannabis within the City. Please note that the Ordinance does not prohibit the delivery of recreational cannabis to the residents of the City.

Attachments

Attachment 1: Draft Ordinance No. 361-2017 prohibiting the sales of recreational cannabis within the City.

ORDINANCE NO. 361-2017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL PROHIBITING RECREATIONAL CANNABIS SALES, CHAPTER 5.40 OF THE RIO DELL MUNICIPAL CODE:

THE CITY COUNCIL OF THE CITY OF RIO DELL DOES ORDAIN AS FOLLOWS:

WHEREAS Proposition 64, the Adult Use of Marijuana Act (AUMA) was approved and became effective November 9, 2016; and

WHEREAS AUMA legalizes the use of recreational cannabis and creates a State regulatory and licensing system for commercial cultivation, testing, manufacturing and distribution of nonmedical cannabis; and

WHEREAS AUMA allows local jurisdictions to ban the sale of recreational cannabis; and

WHEREAS AUMA requires that local jurisdictions who choose to ban the sales of recreational cannabis, adopt such regulations prohibiting the sale of recreational cannabis prior to January 1, 2018; and

WHEREAS the proposed Ordinance has been processed in accordance with the applicable provisions of the California Government Code and the California Environmental Quality Act (CEQA); and

WHEREAS the City has determined that the proposed Ordinance is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations.

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

1. Finds that based on the nature of the project, the project is Statutorily Exempt pursuant to Section 15061(b) (3) of the CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations. Pursuant to Section 15061(b) (3) of the CEQA Guidelines this exemption is covered by the general rule that CEQA applies only to projects which have the potential for causing a ***significant*** effect on the environment.

4. Approves and adopts the proposed Ordinance.

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

Section 1. Chapter 5.40 Recreational Cannabis Sales

5.40.010 Purpose.

The purpose of this Chapter is to enact and enforce a ban on the retail sale of recreational cannabis within the City.

5.40.020 Definitions.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Recreational Cannabis Sales" means a facility or location which provides, makes available, sells or distributes cannabis.

5.40.030 Prohibited within the City of Rio Dell.

Recreational cannabis sales as defined in this chapter shall be prohibited within the City limits.

Section 2. Severability

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

Section 3. Limitation of Actions

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

Section 4. CEQA Compliance

The City Council has determined that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA), subject to Section 15061 of the CEQA Guidelines. Due to the nature of the proposed code revisions, there is no evidence that any significant impact to the environment would occur as a result of adoption of the Ordinance.

Section 5. Effective Date

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

I HEREBY CERTIFY that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on August 1, 2017 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the August 15, 2017 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 and foregoing to be a full, true and correct copy of Ordinance No. 361-2017 which was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on August 15, 2017.

_____
Karen Dunham, City Clerk, City of Rio Dell