# RIO DELL CITY COUNCIL AGENDA

**REGULAR MEETING - 6:30 P.M.**
**TUESDAY, JUNE 5, 2018**
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

***WELCOME*** *. .By your presence in the City Council Chambers, you are participating in the process of representative government. Copies of this agenda, staff reports and other material available to the City Council are available at the City Clerk's office in City Hall, 675 Wildwood Avenue. Your City Government welcomes your interest and hopes you will attend and participate in Rio Dell City Council meetings often.*

*In compliance with the American with Disabilities Act (ADA), 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. Assistance listening devices are now available for the hearing impaired. Please see the City Clerk for a receiver.*

A. CALL TO ORDER

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE

D. CEREMONIAL MATTERS

E. PUBLIC PRESENTATIONS

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

F. CONSENT CALENDAR

*The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the 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) 2018/0605.01 - Approve Minutes of May 9, 2018 Study Session **(ACTION)**

2) 2018/0605.02 - Approve Minutes of the May 15, 2015 Regular Meeting **(ACTION)** 8

2) 2018/0605.03 - Adopt Resolution No. 1387-2018 Awarding Bid for the 2018 Street Striping Project as Revised **(ACTION)** 18

3) 2018/0605.04 - Adopt Resolution No. 1388-2018 Amending the City of Rio Dell's Conflict of Interest Code **(ACTION)** 37

4) 2018/0605.05 - Adopt Resolution No. 1390-2018 Adopting 2018/19 GANN Appropriations Limit **(ACTION)** 52

5) 2018/0605.06 - Adopt Resolution No. 1391-2018 Approving Billable Rates for Staff Time for FY 2018/19 **(ACTION)** 56

6) 2018/0605.07 - Adopt Resolution No. 1393-2018 Approving Designation of Voting Delegates for League of California Cities Annual Conference **(ACTION)** 60

7) 2018/0605.08 - Receive and File Check Register for April 2018**(ACTION)** 63

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. REPORTS/STAFF COMMUNICATIONS

1) 2018/0605.09 - City Manager/Staff Update **(RECEIVE & FILE)** 67

I. SPECIAL PRESENTATIONS/STUDY SESSIONS

J. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

K. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

1) 2018/0605.10 - Introduction/First Reading (by title only) of Ordinance No. 368-2018 Amending Chapter 3.11 of the Rio Dell Municipal Code (RDMC) to Extend the One Percent (1%) Transaction and Use Tax for General Purposes for a Period of five (5) Years, with the State Board of Equalization Continuing to Administer the Tax **(DISCUSSION/POSSIBLE ACTION)** 74

2) 2018/0605.11 - Adopt Resolution No. 1392-2018 Establishing November 6, 2018 as the Date for an Election on a Proposed Ballot Measure Amending Chapter 3.11 of the Rio Dell Municipal Code to Extend the One Percent (1%) Transaction and Use Tax , Requesting Humboldt County Board of Supervisors to Consolidate said Election, and Directing the City Clerk to take any and all Actions Necessary Under Law to Prepare for and conduct the Election **(DISCUSSION/POSSIBLE ACTION)**

1) 2018/0605.12 - Introduction and First Reading (by title only) of Ordinance No. 369-2018 Amending the City's Dog Licensing Regulations, Section 6.05.070 of the Rio Dell Municipal Code **(DISCUSSION/POSSIBLE ACTION)** 82

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular City Council meeting is scheduled for*
***Tuesday, June 19, 2018*** *at 6:30 p.m.*

**RIO DELL CITY COUNCIL**
**STUDY SESSION**
**MAY 9, 2018**
**MINUTES**

A Study Session of the Rio Dell City Council was called to order at 4:10 p.m. by Mayor Wilson.

| | | |
|---|---|---|
| ROLL CALL: | Present: | Mayor Wilson, Councilmembers Garnes, Marks and Strahan |
| | Absent: | Mayor Pro Tem Johnson (excused) |
| | Others Present: | City Manager Knopp, Finance Director Woodcox, Chief of Police Conner, Water/Roadways Superintendent Jensen, and City Clerk Dunham |
| | Absent: | Community Development Director Caldwell and Wastewater Superintendent Trainee Purvis |

## PUBLIC PRESENTATIONS

**Julie Woodall** addressed the Council regarding the discussion at the last study session related to a wastewater rate study and said she agreed with Mayor Pro Tem Johnson's suggestion to go out for Request for Proposals (RFP's). She said she looked at the City of Eureka's study and that there is a lot more to a study that simply plugging in numbers. She said it is no different from the Mayor's suggestion to take a closer look at Access Humboldt for video recordings of meetings and suggested the Council also take a closer look at the wastewater rate study.

## STUDY SESSION MATTERS

Review of Streets, and Buildings and Grounds Operating and Capital Budgets for FY 2018-2019

City Manager Knopp began by stating that the focus on this study session will be to review the Streets, and Buildings and Grounds Operating and Capital Budgets, then for a wrap-up of the entire Operating and Capital Budget for the year.

Finance Director Woodcox continued with review of the proposed budget summary sheet including expenditures, revenues and estimated fund balances for the Streets Funds Budget. She reported an estimated beginning fund balance of $150,221 and an estimated ending fund balance of $141,240 representing a change in reserves of ($8,981) for FY 2018/19.

Mayor Wilson questioned the addition of one (1) temporary part-time person in the public works department.

Water/Roadways Superintendent Jensen clarified that the idea is to hire a temporary seasonal employee for 4-6 months to assist the crew with things such as hydrant flushing and cleaning drains, not just for mowing and grounds maintenance.

Finance Director Woodcox pointed out that out of the estimated $124,891 in TDA revenue, most of that is pass-through funding with the majority going to Humboldt Transit Authority (HTA) and the Senior Resource Center for transit services. She reported an estimated beginning fund balance in the Gas Tax Fund of $123,866 and an estimated ending fund of $117,832 representing a change in reserves of ($6,034). She added that last year, voters passed SB1 legislation, which allowed additional new funding of $57,241 to the City for streets and roads maintenance.

Next was review of the proposed staff requests in the Streets Department, which included the part-time utility maintenance worker's salary and associated benefits.

Councilmember Strahan noted that with the addition of the part-time utility worker, it brings the total public works employee count to 8.5 positions rather than 7.5 as indicated before.

Finance Director Woodcox explained that the part-time employee was budgeted at 28 hours/week for 8 months with the allocations only coming out of the Streets Funds and the Buildings & Grounds Fund.

Councilmember Strahan questioned the amount of funds allocated from those departments.

Finance Director Woodcox noted that $10,911 was allocated from Buildings & Grounds and $6,546 from the Streets Funds for a total of $17,457.

Discussion continued regarding the actual number of hours budgeted for the year.

Finance Director Woodcox reported an annual total of 1,332 hours budgeted for the part-time utility worker.

Water/Roadways Superintendent Jensen commented that the position is really only needed during the spring and summer months so the number of hours could possibly be reduced.

Next was review of Proposed Streets Funds Capital Projects. The four (4) items listed included a $7,000 shared allocation for a utility truck, $16,500 toward a roller and trailer, $750 toward a forklift and $1,000 toward the $20,000 allocation for Access TV.

Finance Director Woodcox noted that the first three (3) items were carried over from the current year budget so would have no effect on the ending fund balance.

Councilmember Strahan asked what the roller would be used for.

Water/Roadways Superintendent Jensen explained the roller would be utilized for water leak repairs, sewer lateral repairs and for general hot patching.

City Manager Knopp pointed out that the Capital Projects budget does not include the $107,000

General Fund subsidy noting that $107,000 in General Fund dollars was used for slurry seal projects this year and that same amount is being proposed for the upcoming budget. He commented that with the addition of SB1 funds, ($57,000) the City is merely getting back into basic streets maintenance, noting that the City must rely on grants or General Fund subsidies to do any streets projects. He added that it is not uncommon to provide subsidizes to Streets funds and explained that regard to SB1 funds, there is language included in that legislation regarding "maintenance of efforts" requirements where any entity receiving SB1 money has to maintain a certain amount of General Fund subsidies. He said the City is not caught up in that formula now but could be in moving forward with the $107,000 subsidy, it could be included in a future "maintenance of efforts" calculation and require the City to maintain a certain match of that subsidy every year, which could potentially be significant.

Councilmember Strahan asked how to avoid getting caught up in that formula.

City Manager Knopp explained that the way to avoid it would be to provide no subsidy from the General Fund but that is not a good idea because the streets do need to be worked on.

Discussion continued regarding the allocation tables for the various departments.

Councilmember Strahan questioned whether allocations were closely looked at to reflect actual time spent.

Finance Director Woodcox provided a handout on *FY 2018/19 Proposed Allocations by Department by Fund* representing fourteen (14) different allocation tables and explained the process for setting up the allocations.

City Manager Knopp explained that the General Fund is really the only discretionary source of funding for the City and noted that the City had a streets fund audit conducted by the State this year and they went back and looked at several years of financials and everything came out fine.

He drew the Council's attention to the handout on the *Proposed Budget Summary by Department and by Fund* and noted that the total projected revenues for the year are $5,447,156 with total projected expenditures of $6,154,012 representing a change in reserves for the year of ($706,867). He explained that it is unlikely to fully draw down the fund balance because of staffing issues not addressed and equipment that is not replaced. He said the reality is that there have not been any major expenditures in the wastewater department since the new plant was installed. He said with Sewer Capital projects budgeted at $433,750, the change in reserves is projected at ($164,392) including an inter-fund transfer of $167,283 from the Sewer Debt Service Fund to the Sewer Capital Fund.

Mayor Wilson stated that at the end of the day, the proposed budget reflects estimated projected revenues of $$5.4 million with projected expenditures of $6.1 million, with $706,000 coming out of reserves. He agreed that budgeting for capital improvements is a good idea but

expressed concerned with the sustainability of the City 10 years from now with the addition of 3.5 positions in the public works department. He noted that this increases full-time salaries by $160,000 and asked if that includes benefits.

Finance Director Woodcox clarified that the total increase in salaries and benefits for one (1) full-time police officer and two full-time operators is $252,000.

Mayor Wilson asked how the additional position allocations affect the reserves and if it can be accomplished with the funds remaining in the black.

Finance Director Woodcox explained that without any capital projects in the sewer department, the fund would still reflect a slight deficit (approximately $20,000).

Mayor Wilson commented that the City cut staff down to bare bones with the 2010 reorganization and now that things have leveled out, it has been determined what it takes to run the City, which apparently is what is being requested as far as personnel in the public works department. He noted that without capital projects, the deficit is $20,000 and when capital projects are thrown in, the deficit increases unless other revenue sources are found, which is not a good scenario. He commented that both former City Manager's Stretch and Henrickson laid out the budget scenario as far as sustainability into the future, which was not good. He said years down the road, the same people will not be on the City Council and future City Council's need to understand the plan for the future of the City. He said he would like to see a 5-year plan for the City projecting the City's financial sustainability.

He further stated that the reason Rio Dell is a City is because of the Police Department; otherwise, the City is just a big utility. He said if the Council were to shift a portion of the $883,000 police department budget and utilize contract services for public safety, it would solve the budget situation but the citizens would lose 24-7 police protection. He commented that if the City continues to draw down the reserves at the same rate, in a few years the City is going to have a real problem.

City Manager Knopp agreed and said the strategies in moving forward are to leverage grants. He added that economic development is the key to the success of the City and noted that Cities are dependent on a strong commercial district, which the City does not have. He pointed out that there are a lot of benefits and legal powers associated with being a City. He stated that approximately 70 percent of the General Fund budget goes to support the police department, which everyone agrees is mandatory. He noted that the problem with contracting with the Sheriff's Department is that the level of service declines dramatically. He pointed out that cost approximately $90,000/yr. to field an officer in the City as opposed to $160,000 to field an officer from the Sheriff's Department.

He noted that overall, the City is financially sound and the last water rate increase helped to fix the Water Fund and Measure U, (the local 1% Sales Tax) provided a temporary fix for the General Fund. He expressed the need to capitalize on current opportunities noting that the

biggest economic driver in the City is the cannabis industry and hopefully the City will be able to reap those benefits.

City Manager Knopp further explained that with regard to capital projects, the City could either pay now or pay later. If the Painter St. pipe upsizing project is not done, the City will likely be fined by the State so the City can either pay through fines and the reputation of the City or by doing the necessary repairs. He said that the current staffing in the public works department was not sustainable.

Mayor Wilson said the point he was trying to make is that the City cannot lose sight of the future and recognized that the City is currently financially stable but it needs to remain that way. He asked if the Council has the ultimate control to remove or add items to the proposed budget that is going to be presented to the Council for possible approval at the May 15, 2018 regular meeting and if the changes need to be made now or if revisions can be presented at that time.

He stated that at the last study session, a comment was made to him regarding staff continually being "thrown under the bus" and asked where the comment was directed.

Councilmember Garnes responded that she made the comment and it was directed to the Council as a whole. She said there have been times when staff has brought a recommendation to the Council and they were given the impression of being incompetent. She said that it happens regularly when big issues come before the Council and rather than Councilmembers coming in and talking to staff prior to the meetings to get questions answered, they wait to put staff on the spot in a public meeting. She said that it gives the impression that the Council does not trust staff and she thinks it is embarrassing and humiliating to watch. She said when staff is asked to make a recommendation and they come in with what they feel is the best recommendation for the City and certain councilmembers don't agree, staff is "thrown under the bus." She said it has a lot to do with the manner in which staff is questioned. She added that attitude, anger or arrogance is not necessary. She said by asking something of staff that leaves them open to ridicule, puts them in a bad position. She said the tone the Council has when asking questions of staff gives that sense.

Mayor Wilson said that from his perspective, he cannot remember a time when staff was ever "thrown under the bus" and that he took issue with Councilmember Garnes' statement to that affect. He noted that not all councilmembers have the time to come in and sit down with staff before meetings to discuss agenda items. He commented that when staff is challenged and the Council disagrees, it is not meant to be personal. It is the only time when the Council can come together and talk as a group in a public session since it is illegal for the Council to get together and have dialog outside a public forum.

He then commented on the issue of the proposed rate studies. He said if the City is going out for RFP's, they need to be sent to individuals with a specific scope of work identified and if there is more needed under that scope in terms of the State, then the Council needs to understand what that is. He said to blindly throw a number out there is not practical.

City Manager Knopp felt that his concerns could be satisfied by holding scoping sessions to identify what the City wants included in the studies. He pointed out that the $30,000 proposed in the budget for each of the water and sewer rate studies is only a ceiling and that staff's intention was to work with the Council and get facts to work off before going out for RFP's. He said what happens after that is up to the Council. He suggested perhaps working with a State agency to address the needs of the City in putting together the study. He added that the idea is to be slow and deliberate and to get good advice even if it means waiting until 2020. He said the purpose of the studies is to make sure the City is on track so as not to get into an emergency situation as in the past with the water rates. He noted that realistically, rate studies should be done every five (5) years and that the City was entering the 5-year window on the sewer side and soon thereafter on the water side.

Councilmember Strahan noted that if the City were going in the hole because the rates are too low, she would like to know how much.

Finance Director Woodcox indicated that water fund revenues have actually increased and in general, the funds look good.

City Manager Knopp commented that Measure U (the local Sales Tax) is scheduled to expire in December 2019 and without continuation of it, the General Fund will get back into a negative fund balance. However; the City has a very healthy fund balance now and the Council should not be too concerned about drawing down that balance with the proposed budget.

Councilmember Strahan expressed concern that drawing down the reserve fund balance by this amount ($706,000), each year, it would only be sustainable for six (6) years.

City Manager Knopp agreed and said the way to keep the budget sustainable is through business development. He noted that the City was at the epi-center of all of the calamities hit in the County such as the decline in the timber industry. He said the City would be at an extreme disadvantage without development of the cannabis industry and the City needs to diversify the proceeds from that industry.

Going back to the Capital Projects Budget, Mayor Wilson asked staff for a list of motors used in the public works department. He noted that Mendocino Redwood Co, (HRC) has a stock of motors and in the event of an emergency, they may be able to help the City out by selling or possibly donating them since they have some that may never be used.

Finance Director Woodcox pointed out that related to the $6,500 in the Sewer Capital Budget for Perc Pond Repairs; those funds were moved over to the Fork Lift budget to provide for the purchase of a better forklift.

Councilmember Marks asked what the consensus is regarding Access TV and if the idea is to obtain a solid quote before moving forward.

City Manager Knopp recommended the Council approve the expenditure as a ceiling, but not necessarily spend the money until staff has an opportunity to work on the issue and come back to Council with a solid quote and recommendation for Council's consideration. He pointed out that Access TV was one of the items listed on the Council's priorities for the year.

Councilmember Marks suggested scoping sessions be done sooner rather than later for the water and sewer rate studies.

Finance Director Woodcox asked for direction from the Council regarding the proposed 3.5 new positions.

Councilmember Strahan pointed out that originally public works was requesting four (4) full-time positions and one (1) part-time position at the treatment plant and now that has increased by one more full-time position. She also asked if wages were increased for laborers.

City Manager Knopp stated that no wage adjustments were included in the budget however; rates will need to be addressed as new minimum wage laws come into effect.

Councilmember Strahan commented that the financial information she asked staff for was not pressing but would eventually like to have it.

Councilmember Marks asked for the information to be provided to all councilmembers.

**ADJOURNMENT**

The meeting adjourned at 6:33 p.m. to the May 15, 2018 Regular Meeting.

_____
Frank Wilson, Mayor

Attest:

_____
Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL**
**REGULAR MEETING**
**MAY 15, 2018**
**MINUTES**

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

ROLL CALL: Present: Mayor Wilson, Mayor Pro Tem Johnson, Councilmembers Garnes, Marks and Strahan

Others Present: City Manager Knopp, Finance Director Woodcox, Chief of Police Conner, Community Development Director Caldwell, Water/Roadways Superintendent Jensen, Wastewater Superintendent Trainee Purvis and City Clerk Dunham

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

Employee Negotiations (Pursuant to §54957.6) Conference with Labor Negotiator: City Manager – Employee Organizations: Rio Dell Police Officers Association, Rio Dell Employees Association and Contract Employees
The Council adjourned into closed session with City Manager Knopp at 6:00 p.m.

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

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

## PUBLIC PRESENTATIONS

None

## CONSENT CALENDAR

Councilmember Strahan removed items 5 and 6 from the consent calendar for separate discussion.

Motion was made by Johnson/Garnes to approve the consent calendar including approval of minutes of the April 23, 2018 study session; approval of minutes of the April 24, 2018 study session; approval of minutes of the May 1, 2018 regular meeting; approval of minutes of the May 8, 2018 study session; and to receive and file the 3rd Quarter Report for Measure Z. Motion carried 5-0.

## ITEMS REMOVED FROM THE CONSENT CALENDAR

Adopt Resolution No. 1388-2018 Amending the City of Rio Dell's Conflict of Interest Code
Councilmember Strahan asked that the item be tabled until the next meeting to allow adequate time for her to review the staff report.

Motion was made by Wilson/Johnson to table Resolution No. 1388-2018 Amending the City's Conflict of Interest Code to the meeting of June 5, 2018. Motion carried 5-0.

Approve Appointments to the Selection Committee for Requests for Qualifications for City Engineering Services
Councilmember Strahan asked for clarification that the City does not currently have any Federal Highways Administration grant projects in the queue.

City Manager Knopp explained that there are no Federal Highway grant projects pending but there could be in the future. He said RFQ's for engineering services need to go out every five (5) years to make sure the City Engineer remains eligible for reimbursement.

Mayor Pro Tem Johnson noted that some agencies go out for RFQ's every two (2) years yet have the same engineer for decades. He commented that Rio Dell has utilized three (3) or four (4) different engineering firms for projects in the City just since he has been on the Council.

Mayor Wilson asked for clarification that the City Manager, Water/Roadways Superintendent Jensen and Mayor Pro Tem Johnson would be the appointees to the Selection Committee.

City Manager Knopp confirmed the appointments and explained that the process for selecting an engineer is outlined in the Caltrans Local Agency Procedures Manual (LAPM), which the City is required to follow. He said the committee reviews and scores the materials submitted by consultants in response to the RFQ and develops a list of qualified consultants, interviews them, and ranks them based on certain scoring criteria. The City Council then approves the appointment.

Motion was made by Strahan/Johnson to approve the appointments to the Selection Committee for Requests for Qualifications (RFQ's) for City Engineering services. Motion carried 5-0.

**REPORTS/STAFF COMMUNICATIONS**

City Manager/Staff Update
City Manager Knopp referred to the staff update provided in the Council packet and said that staff was available to answer any questions the Council may have.

He then referred to the item under the *Intergovernmental* portion of the report and updated the Council on his attendance at the Humboldt County Board of Supervisors meeting earlier in the day. He reported that at the request of Supervisor Fennell, he attended the meeting regarding the future of PG&E's dams in the Potter Valley Project and their desire to get out of those projects. He noted that the Potter Valley Project supplies water and power to hundreds of thousands of customers in the Potter Valley area by diverting water from the Eel River into the Russian River for 100 years. He noted that the City gets its water from the Eel River and has had to survive the diversion and was close to being impacted during the last major drought. He added that the City has invested a lot of money into the Water Infiltration Gallery as well as the

Wastewater Disposal Project; both of which have contributed to improvements in the quality of water in the Eel River.

He stated that there are certain parties that would like to see the dams removed to improve the fish habitat; others want the diversion to continue. He explained that Rio Dell is the only municipality that pulls directly from the Eel River and one municipality that pulls from the Russian River side.

He said staff might need to bring the item back to the Council for further discussion at a later date but Supervisor Fennell wanted to make sure the City had a seat at the table during these discussions. He commented that the Board of Supervisors have not given their position on whether they support full removal of the dams or not and noted that there are potential impacts to the City either way.

City Manager Knopp expressed the need to stay as involved in this issue as possible and announced he would be attending a meeting on June 8, 2018 in Ukiah related to discussion on the Russian River.

Mayor Wilson commented that there was a spokesperson at one of the Redwood Coast Energy Authority meetings noting that there is a big push by the Russian River folks to get this project and said generally, when PG&E wants to get rid of something, there is a reason. He noted that he was asked to come back to the Board and give a presentation and said the person who controls Lake Pillsbury has a huge amount of control and feels it is important for Humboldt County to have that control.

City manager Knopp pointed out that water from the Eel River is being diverted as far south as Sonoma County.

Councilmember Marks asked if the Board of Supervisors seemed to be for or against the diversion.

City Manager Knopp said that it appears that the direction is that they want the flows returned to the Eel River but they have not specifically stated their position. He said they may need to create a Joint Powers Authority (JPA) to accomplish those efforts.

Mayor Pro Tem Johnson suggested staff keep the City Attorney abreast of the situation.

City Manager Knopp indicated that the City is preserving a special attorney to protect the Council's options.

Mayor Wilson asked if staff had met with Redwood Coast Energy Authority regarding solar options for the City.

City Manager Knopp said staff did meet with RCAC and explored potential options for installation of solar at the water/wastewater treatment plant. He noted that they would be analyzing the situation and bringing options back to the City.

Councilmember Strahan asked about the status of the two (2) new hires for public works.

City Manager Knopp noted that the hiring process was in the final stages and their actual start dates would depend on completion of the final background checks.

Mayor Wilson asked if the wastewater replacement pumps were new or used.

Wastewater Superintendent Trainee Purvis explained that Flygt Pumps identified some issues with the pumps and they were sent back and repaired at no cost to the City except for freight charges.

Councilmember Strahan asked how the first weekly Track & Trace conference call went.

City Manager Knopp commented that it went very well and that staff will be continuing to do conference calls. He noted that CalOrigin and SICPA will be coming here and hopefully there will be an onsite tour for the vendors arranged.

Mayor Pro Tem Johnson asked when the new police officer was scheduled to start work.

Chief Conner stated that the new officer, Nicholas Carnahan had started his training a few days ago with Sergeant Beauchaine.

Mayor Wilson reminded everyone that it was Police Officers Memorial Day and that the flags should be at half-staff. He thanked Chief Conner and his officers for their service to the community.

## SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Discussion of Draft Resolution and Ordinance Related to the Extension of Measure U
This agenda item was moved and placed after discussion of the budget item.

## ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Resolution No. 1389-2018 Adopting FY 2018/19 Operating and Capital Budget
Staff began by distributing copies of the power point presentation titled "*FY 2018/19 Proposed Operating and Capital Budget.*"

City Manager Knopp provided an overview of the significant changes to the budget and said that the proposed budget provides for six (6) full-time sworn police officers; one-time funds for Code Enforcement; additional police officer training; Crime software for the police department; one (1) additional water operator; one (1) additional wastewater operator; one (1) part-time utility worker; a community survey for the Housing Element update; City-wide garbage cans; water and sewer rate analysis studies; Access Humboldt; and training expenses for City Councilmembers.

He noted that many of the changes are regulatory driven as well as many deferred capital improvement items that need to get taken care of. He said that it does not necessarily mean that there will be a drawdown of the fund balance each year.

Finance Director Woodcox continued with a recap of the information presented over the last month including the total operating budget by function and department, the revenue budget by fund, and the capital project budget by fund and project. She reported total appropriations of $6,144,105, and total revenues of $5,436,456 for a total change in reserves of ($707,649).

Capital Projects by fund included the following:

| | | |
|---|---|---|
| • General Fund | - | $204,017 |
| • Water Fund | - | $184,000 |
| • Sewer Fund | - | $433,750 |
| • Streets Funds | - | $ 25,250 |
| Total | - | $847,017 |

Finance Director Woodcox explained that several of the capital projects are carry-over items from the current year.

Mayor Pro Tem Johnson questioned the hiring of new police officers with regard to individual patrol vehicles.

Chief Conner indicated that the officers would be sharing vehicles rather than each officer having their own vehicle.

The last page of the presentation included a broad summary of the proposed budget and the opportunity for further discussion and questions.

Mayor Wilson commended staff for providing an excellent presentation, presented the scenario of the budget without any capital projects, and asked if the City would be able to operate in the black without capital projects.

Finance Director Woodcox presented an informational spreadsheet of normal operating costs including the proposed staffing plan, without capital projects. The budget represented total

revenues of $3,187,738 and total expenditures of $3,129,539 for a total change in reserves of $58,199.

City Manager Knopp explained that with this scenario there would be an overall positive change in the reserves of $58,199 although some of the funds would still show a negative change, the biggest reflected in the sewer operations fund. He indicated a drawdown of the general fund of $17,474 under the hypothetical scenario and said it is unlikely the full amount would be drawn down in the next fiscal year because of the timing involved in the recruitment process for another police officer. He explained that with this scenario, there would be no drawdown of reserves and it would be okay for one year but not sustainable into the future. He said that the City would run into problems and the longer things were delayed, the more expensive they would be to fix.

He said as an example under this scenario, if the Crime software for the police department was eliminated, they could still operate however; it would make their job more difficult and efficiency would be hampered over time. He pointed out that the City's financial situation is sound but the budget is balanced largely on the proceeds from Measure U noting that over 70 percent of the general fund budget goes toward funding the police department. He said the City is financially stable for the short-term but obviously if Measure U is not extended, over the long-term some questions will arise, especially in the General Fund arena.

He further explained that this City Council has been very good about providing the runway for economic development opportunities and the City is seeing some of the largest development projects on the horizon that it have seen in years but these economic development opportunities with regard to cannabis need to manifest before including any of that revenue in the budget. He said that staff would return to the City Council as soon as staff gets a more realistic picture on what potential revenue will be generated. He added that this is a responsible budget without inflating revenues to make it more palatable. He said the budget includes some expanded positions but they are all necessary to meet compliance requirements of the State.

City Manager Knopp also noted that the City needs to get more "boots on the ground" in the police department so officers can get necessary training. He said wastewater compliance costs keep rising and staff is trying to meet those demands before fines or court orders are imposed.

Mayor Wilson said staff responded to the point he was trying to make and agreed that the City is in a good financial position now and can afford to do capital projects which are necessary to run a City. He noted that he has seen in other cities where revenues were inflated and not realistic resulting in budget adjustments. He said the budget works now but it may not work in the future so the Council needs to keep that in mind and possibly rearrange its priorities. He said in the long term, capital projects have to be included in the budget because there are things that have to get done. He said he supports the budget as proposed but wants it stated for the record why the City Council made the decisions they did. He expressed concern that

there were only two (2) members of the public in attendance at the meeting during adoption of this budget.

Councilmember Strahan commented that the notice of tonight's meeting was not on the electronic message sign.

Mayor Pro Tem Johnson agreed that staff did a tremendous job in preparing the budget and said the information presented was clear, timely and accurate. He said the process was very successful and the same process should be used as the model for future budgets. He expressed thanks to staff for their efforts.

Councilmember Strahan thanked staff for putting together numbers that are comprehensible with good explanations.

Mayor Wilson called for public comment on the proposed budget.

**Julie Woodall** questioned the legality of giving free water to the fire department and not being allowed to provide discount rates to seniors.

Mayor Wilson said that in talking to Fire Commissioner Jim Barsanti, it was explained to him that the City benefits from the fire department facilities and if the City did not pay for their water, they could essentially charge the City for fire protection.

He said the Council could discuss the issue further but the City Attorney vetted the legality of providing the fire department with free water and sewer.

**Julie Woodall** responded that she just wanted to make sure the City was within their legal authority and pointed out that the fire department rents out their facilities and collects revenue so they do have a way of recouping those costs.

Mayor Wilson explained that the City also pays for water and sewer for the library and said the funding has to come out of the general fund rather than the enterprise funds. He said the Council could provide water and/or sewer discounts for seniors but the subsidy would also have to come from the general fund.

Motion was made by Johnson/Garnes to adopt *Resolution No. 1389-2018 Adopting the FY 2018/19 Operating and Capital Budget.* Motion carried 5-0.

<u>Second Reading (by title only) and Adoption of Ordinance No. 367-2018 to Recodify Chapter 5.40, Recreational Cannabis Sales to Chapter 5.45 of the Rio Dell Municipal Code (RDMC)</u>
Community Development Director Caldwell explained that this ordinance is basically a clerical cleanup of the Rio Dell Municipal Code. He said there was an overlap in the terms of numbering the chapters and that there is no substantive change in the ordinance.

A public hearing was opened to receive public comment on the proposed ordinance. There being no public comment, the public hearing closed.

Motion was made by Johnson/Garnes to approve the second reading(by title only) and adoption of *Ordinance No. 367-2018 to Recodify Chapter 5.40, Recreational Cannabis Sales to Chapter 5.45 of the Rio Dell Municipal Code (RDMC).* Motion carried 5-0.

**SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

Discussion of Draft Resolution and Ordinance Related to the Extension of Measure U
City Manager Knopp provided a staff report and said at the May 1, 2018 regular meeting, the Council directed staff to return with an agenda item related to the extension of Measure U, the 1% local Sales and Use Tax approved by the voters in 2014.

He explained that the measure stands to expire on December 31, 2019. Under current California law, a general tax can be referred to the voters by a 4/5$^{th}$ vote of the City Council and passed by a simple majority of voters whereas; a special tax can be referred to the voters by a simple majority of the Council, but must be approved by two-thirds of voters. He noted that the next general election is on November 6, 2018 and in order to submit a measure to the voters on that date, the Council would need to take action no later than the June 19, 2018 meeting.

City Manager Knopp noted that in the FY 2018/19 budget, $245,000 of Measure U revenue is projected and that projections indicate the City would return to a deficit in the general fund by FY 2020/21 without an extension of Measure U. He said staff is asking for Council direction related to policy determinations in the following areas:

- Tax level amount
- Termination date
- Tax type
- Direction for staff to proceed and return to Council with an action item

Consensus of the Council was to proceed with a 5-year extension of the 1% Sales and Use Tax and to place it on the ballot as a General Tax.

Councilmember Marks asked if there has to be a sunset date established for the tax.

City Manager Knopp commented that he would check with the City Attorney as the law could have changed.

Mayor Wilson pointed out that the tax may be a hard sale to the voters without a sunset date.

City Manager Knopp indicated that staff would return to Council on June 5, 2018 with the required agenda items.

## COUNCIL REPORTS/COMMUNICATIONS

Councilmember Strahan questioned the reason for the community survey that was included in the last City Newsletter and asked who came up with the questions.

Community Development Director Caldwell explained that the survey is required as part of the Housing Element Update. He said some of the questions came from the State and some from the City of Fortuna.

Mayor Pro Tem Johnson reported on his attendance at the Last Chance Grade Adhoc Committee meeting in Crescent City on May 9 and said that one of the things the federal government requires on projects proposed to be over $50 million, is to do a risk assessment and analyze all known alternatives including the existing roadway. He said a geotechnical consulting firm did an analysis and determined that the tunnel is by far the safest alternative, but at a cost of over a billion dollars.

He presented a rendering of an Alternative 'L' that one of Caltrans geotechnical engineers came up with, which will be included in the alternatives in moving forward. He pointed out that it is much easier to stabilize something that is near the top of the slide scale than something at the bottom. He said that Caltrans will be doing six (6) borings this summer and around 18 or 20 in the summer of 2019 to more closely define in the environmental studies where the road is ultimately going to go.

Mayor Wilson reported on his attendance at the last Humboldt Waste Management Authority (HWMA) meeting and said they adopted their budget without any increase in fees. He added that they offer a free household hazardous waste day and that they will be splitting it up with other areas so people will not dump it along the road. He said they have also taken on a big responsibility related to sharps disposal.

He also announced that Redwood Coast Energy Authority (RCEA) is still looking for a community member for the Community Advisory Committee and said if anyone is interested in serving, to let him know.

## ADJOURNMENT

Motion was made by Johnson/Garnes to adjourn the meeting at 7:55 p.m. to the June 5, 2018 Regular meeting. Motion carried 5-0.

_____
Frank Wilson, Mayor

Attest:

_____
Karen Dunham, City Clerk

*675 Wildwood Avenue*
*Rio Dell, CA 95562*

| | |
|---|---|
| TO: | Mayor and Members of the City Council |
| FROM : | Karen Dunham, City Clerk |
| THROUGH: | Kyle Knopp, City Manager |
| DATE: | June 5, 2018 |
| SUBJECT: | Resolution No. 1387-2018 – Approving Revised Bid for the 2018 Street Striping Project |

**RECOMMENDATION**

Approve Resolution No. 1387-2018 Awarding the Bid for the 2018 Street Striping Project as revised in the amount of $21,005.00 and authorize the City Manager to sign the Notice of Award and Contract Agreement for up to $21,005.00, and further authorize the City Manager to authorize any change orders during the project within the approved budget amount.

**BUDGETARY IMPACT**

The Council appropriated $20,000 in the FY 2017-18 budget towards street striping. The remaining $1.005 will come out of the Streets Maintenance and Repair (5135) line item.

**BACKGROUND AND DISCUSSION**

At the April 17, 2018 City Council meeting, staff presented Resolution 1387-2018 recommending the Council award the bid for the 2018 Street Striping Project to the lowest responsible and responsive bidder, Apply-A-Line, LLC in the amount of $15,795. Councilmember Strahan questioned the need for the project and addressed other potential areas in the City in need of striping. The item was tabled until the following meeting to allow the Council and staff an opportunity to go out and look at the project area on Wildwood Ave.

The item returned to Council on May 1, 2018. At that time, the Council discussed the option of extending the bike lane on Wildwood Ave. from Columbus St. to Davis St.

Staff was directed to go back to the contractor and obtain a revised bid and bring it back to Council for formal approval.

A revised Contract Agreement was received from Apply-A-Line, LLC in the amount of $21,005.00 including the required insurance certificates and Performance and Payment Bonds.

**ATTACHMENTS:**

Resolution No. 1387-2018
Contract Agreement and supporting documents

**RESOLUTION NO. 1387-2018**
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL, CALIFORNIA AWARDING THE 2018 STREET STRIPIING PROJECT TO APPLY-A-LINE LLC.**

**WHEREAS**, the City Council authorized the City Manager to initiate a competitive bid process for street striping services;

**WHEREAS,** on March 14, 2018, the City of Rio Dell issued and publicized a notice inviting bids ("Notice") for the Public Works Project, entitled 2018 street striping ("Project"), pursuant to Section 20160 *et seq.* of the California Public Contracts Code and the Rio Dell Municipal Code;

**WHEREAS**, the Notice required all bids for the Project be sealed and delivered to the City Manager on or before April 11, 2018, at 4:30 PM, at which time the submitted bids would be opened and read in an open forum;

**WHEREAS,** on April 11, 2018, at 4:30 PM, the City Manager received bid proposals from one contractor with the following results:

Apply-A-Line $21,005.00

**WHEREAS**, a review of Apply-A-Line., bid and its qualifications indicates that they possesses the required license and qualifications to perform the scope of services for the Project;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rio Dell, California, as follows:

1. That the contract for street striping services awarded to the lowest responsible bidder, Apply-A-Line LLC. in the amount of $21,005.00;
2. That the City Manager is authorized to execute a contract with Apply-A-Line LLC for construction services and, if necessary, to negotiate change orders within the overall project budget in substantial conformance with the plans and specifications issued as part of the Notice;
3. That the City Manager is hereby authorized and directed to take such actions as he may deem necessary and proper to effectuate and consummate the contract, subject to final review and approval by the City Attorney.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Rio Dell on this 5th day of June, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
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 Resolution No. 1387-2018 adopted by the City Council of the City of Rio Dell on June 5, 2018.

_____
Karen Dunham, City Clerk

# AGREEMENT

This Agreement, made the _____ day of _____ in the year 2018, by and between the City of Rio Dell, a California public entity (hereinafter "Owner") and APPLY-A-LINE, LLC., a California corporation (hereinafter "Contractor"), is for performance of the work on the following work of improvement:

| | |
|---|---|
| Project Name and Address: | 2018 Street Striping<br>95 Center Street, Rio Dell, CA 95562 |
| Project Owner and Address: | City of Rio Dell<br>675 Wildwood Avenue, Rio Dell, CA 95562 |
| Project Architect/Engineer and Address: | Steve McHaney, GHD, Inc.<br>718 Third Street, Eureka, CA 95501 |

Contractor's business is a Corporation.

Contractor's Federal Tax I.D. # or S.S. # 91-1270515.

In consideration of the sums herein agreed to be paid and the terms, conditions and covenants to be performed by the parties, it is agreed as follows:

Contractor agrees to furnish all material, labor, tools, equipment, services, information, documents, permits, and instruction and parts manuals therefor, and to do and complete, in a workmanlike manner and as directed by and to the satisfaction of Owner, all work hereinafter described for that certain project, more particularly described on the attached ***Attachment A*** (the "Work").

**ARTICLE 1 – CONTRACT DOCUMENTS**

**1.1 CONTRACT DOCUMENTS DEFINITION.** The Contract Documents consist of this Agreement and all attachments and exhibits thereto, and all changes and modifications to the Contract Documents, the latest adopted edition of the Uniform Building Code, Fire Code, and Mechanical Code, the Uniform Standard Specifications for Public Works Construction, and all applicable laws, rules, ordinances, and regulations, including but not limited to the Rio Dell Municipal Code, California Labor Code, the California Business and Professions Code, the California Public Contract Code, and the Federal Acquisition Regulations. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

**1.2 CONTRACTOR SHALL BIND SUBCONTRACTORS TO SAME EXTENT AS CONTRACTOR.** If Contractor contracts with any subcontractor(s) to perform any part of the Work on this Project, Contractor shall be responsible to ensure that each subcontractor shall assume toward Contractor the obligations and responsibilities that Contractor assumes toward Owner insofar as they relate in any way, directly or indirectly, to the Work covered by this Agreement, including, without limitation, any terms and provisions for indemnity, insurance, warranties, and liquidated damages. Contractor shall bind lower tier subcontractors and suppliers to full compliance with all Contract Documents, including all performance obligations and responsibilities that Contractor assumes toward Owner.

**ARTICLE 2 – DESCRIPTION OF WORK**

**2.1 CONTRACTOR'S WORK.** Contractor, as an independent contractor, shall furnish all labor and materials, equipment, and services as are necessary to perform all of the Work required by, or reasonably inferable from, the Contract Documents unless specifically excluded herein. Contractor's work shall be completed in a workmanlike manner in strict conformity with the Contract Documents and to the satisfaction of Owner.

**2.2 REPRESENTATION THAT CONTRACT DOCUMENTS ARE COMPLETE.** Contractor has reviewed the Contract Documents and represents: (1) if the Contractor's work is performed in accordance therewith, it shall comply with all applicable state, county, and municipal laws, codes, and regulations, including but not limited to all building codes; and (2) the Contract Documents are sufficiently complete to permit Contractor to perform its work, in its entirety, on the basis of the Contract Documents and matters reasonably inferable therefrom for the Agreement Price set forth in Article 3 below.

**2.3 SUBCONTRACT/ASSIGNMENT.** Contractor shall not subcontract, assign, transfer, or sublet any portion of its Work or the proceeds for Contractor's work without the prior written consent of Owner. Any such assignment shall not relieve Contractor from any obligations or liabilities under the Agreement and the assignee shall take the assignment subject to all rights of Contractor herein provided.

Contractor shall be fully responsible to Owner for the acts and omissions of its lower-tier subcontractors and of persons or entities, either directly or indirectly, employed by all of Contractor's lower-tier subcontractors. This Agreement shall not be transferable by Contractor or by operation of law. If requested by Owner, Contractor shall furnish Owner a copy of any proposed contract or agreement between Contractor and any of its lower-tier subcontractors for Owner's review of the terms and conditions thereof, and Contractor shall not execute such agreement until Owner has given written notice of Owner's approval. Failure of Contractor to comply with this Article may be deemed to be a material breach of the Agreement and grounds for Owner to withhold payment therefor. Contractor guarantees that all lower-tier subcontractors will strictly comply with the terms of this Agreement, which shall be expressly incorporated by reference into any contract or agreement with any of Contractor's lower-tier subcontractors.

2.4 **DISPUTED WORK.** In the event of any dispute between Owner and Contractor over the scope of Contractor's work under the Contract Documents, Contractor will not stop work, but will prosecute the work, including as directed by Owner, diligently to completion, and any such dispute shall be submitted to resolution in accordance with this Agreement.

## ARTICLE 3 – PRICE AND SCHEDULE OF VALUES

3.1 **CONTRACT PRICE.** The sum to be paid by Owner to the Contractor for the performance and completion of the Agreement to the satisfaction of Owner, inclusive of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents, and subject to any additions or deductions as authorized under this Agreement shall be as set forth in Contractor's bid schedule attached hereto as ***Attachment B*** ("Contract Agreement Price" or "Price"). The total project cost shall not exceed $21,005.00 the total amount for the entirety of the Work set forth in Attachment A, unless otherwise authorized by Owner in writing prior to Contractor incurring additional expenses.

The Price shall constitute payment in full for all amounts owed to Contractor, including but not limited to the costs incurred for: all labor (including fringe benefit payments), materials, supplies, apparatuses, appliances, equipment, fixtures, tools, implements, facilities, supervision, transportation, utilities, storage, and all other services as and when required for or in connection with the performance of Contractor's work, business licenses, Social Security, employment, sales, use, state, federal, and all other taxes, continuous clean-up, final clean-up, and all insurance required by the Agreement and the other Contract Documents.

3.2 **USE OF FUNDS.** Contractor agrees and covenants that funds received for the performance of this Agreement shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for this Project in connection with this Agreement and having the right to assert liens or other claims against the land, improvements or funds involved in this Project or against any bond or other security posted by Contractor or Owner, and said funds shall not in any instance be diverted by Contractor to any other purpose until all obligations arising herein have been fully discharged and all claims arising therefrom have been fully paid.

## ARTICLE 4 – PAYMENT

4.1 **SUBMISSION OF INVOICES.** Upon completion of the Project, Contractor shall submit to Owner for Owner's approval a written request for payment ("Invoice"). The Invoice must be dated and signed by Contractor and include deductions for: (a) all previous payments (if any); (b) all charges for materials and services furnished to Owner by Contractor; (c) back charges by any subcontractor or material supplier; and (d) any other charges and deductions provided for in this Agreement. Contractor shall submit revised Invoices until accepted by Owner.

4.2 **WAIVERS AND RELEASES.** As a condition precedent to payment by Owner, the Invoice shall be accompanied by a current Conditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8132, from Contractor and each of Contractor's subcontractors, suppliers, and union trust funds for which payment is sought by the Invoice, and an Unconditional Waiver and Release Upon Progress Payment, in the form specified by California Civil Code section 8134, from Contractor and each of Contractor's subcontractors, suppliers, and any union trust fund for which payment was sought by Contractor and for which Contractor made payment.

4.3 **CERTIFIED PAYROLL AND AFFIDAVITS.** As an additional condition precedent to payment by Owner, Contractor shall provide, within the time limits specified by the Contract Documents, certified payroll reports certifying that all labor included in the Invoice was paid pursuant to the applicable prevailing wage rates. Contractor shall also submit an affidavit, signed under penalty of perjury, certifying that it has paid for all labor (including fringe benefits), materials and equipment for which Owner has made payment to Contractor.

4.4 **PAYMENT NOT ACCEPTANCE.** Payment to Contractor shall not constitute or imply acceptance by Owner of any portion of Contractor's work or the full performance thereof.

4.5 **PAYMENT IN THE EVENT OF DISPUTE AS TO CONTRACTUAL REQUIREMENTS.** In the event a dispute arises between Contractor and/or Owner as to the work to be performed by Contractor, Contractor shall receive payment for its work according to the provisions and requirements of the Agreement as though they are a contended by Contractor and/or Owner. Contractor shall not be entitled to additional compensation for work it contends is outside the scope of the Agreement unless and until the dispute is resolved in its favor.

4.6 **REQUIREMENTS FOR PAYMENT.** As a condition precedent to Contractor's obligation to make payment, Contractor shall:

(a) Submit an affidavit, under penalty of perjury, that all payroll, payroll taxes, fringe benefits, bills for material and equipment, and other indebtedness connected with Contractor's work for which Owner and/or any surety might in any way be liable, have been paid or otherwise satisfied;

(b) Submit conditional and unconditional waivers upon final payment in accordance with Civil Code sections 8136 and 8138;

(c) Comply with all required close-out procedures to the satisfaction of Owner.

Within ten (10) days of Contractor's receipt of final payment, it shall provide to Owner an Unconditional Waiver and Release Upon Final Payment, in the form required by California Civil Code section 8138.

**4.7 PAYMENT**. Provided Contractor is not in default under the Agreement; there is no dispute between Contractor and Owner regarding Contractor's work; Owner and, if necessary, the Architect, have accepted the Project; and Owner has received Contractor's release(s) of all claims related to Contractor's work except for unsettled liens or stop notices, unknown defective work, noncompliance with the Contract Documents, or warranty work, final payment shall be made no more than 10 (ten) calendar days after Contractor's compliance with the conditions for payment.

**4.8 WITHHOLDING**. Owner may withhold any and all payments due Contractor hereunder in order to protect itself from loss on account of Contractor and/or as may reasonably be necessary to protect Owner from loss or damage caused by Contractor, including but not limited to withholdings applicable to Contractor's work arising from grounds enumerated in the Contract Documents, Contractor's failure to perform Contract Work, breach of this Agreement, failure to properly pay employees, subcontractors and/or suppliers, failure to promptly correct rejected, defective or nonconforming Contract Work, and any other matter as to which this Agreement specifically authorizes the withholding by Owner of such payment, including Contractor's failure to comply with the requirements of the Contract Documents.

## ARTICLE 5 – CHANGES

**5.1 DIRECTED IN WRITING**. Owner may order or direct changes, additions, deletions or other revisions to the Work without invalidating the Agreement. No changes, additions, deletions, or other revisions to the Work shall be valid unless made in writing. If Contractor performs additional work or revises the Work without written direction from Owner, Contractor shall not be paid for any additional labor, materials, or supplies furnished and shall be liable for any and all losses, costs, expenses, damages, and liability of any nature whatsoever associated with or in any way arising out of any such change.

**5.2 PRICE ADJUSTMENTS**. If Owner directs a material change to the Work pursuant to Section 5.1 of this Agreement, the Price stated in Article 3 and the time for Contractor's performance shall be adjusted by appropriate additions or deductions in accordance with the Agreement. Contractor shall supply Owner with all documentation necessary to substantiate the amount of the addition to or deduction from the Price or Contractor's time for performance. Any request of Contractor for an addition to or deduction from the Price, or Contractor's time for performance, must be made to Owner in itemized written form (accompanied by complete documentation substantiating any request(s)) within seven (7) calendar days from the date of receipt by Contractor of notification of change. In the event Owner and Contractor cannot agree on the amount of the addition or deduction, Contractor shall nonetheless perform the work as changed by Owner's written direction. Once Contractor receives Owner's written direction, Contractor is solely responsible for timely performance of the Work as changed by the written direction. Payment for changed Work shall be made in accordance with Article 4.

**5.3 NOTICE OF DISPUTED WORK**. If a dispute arises between Owner and Contractor about whether a particular work is a change in the Work described in Article 2, Contractor shall timely perform the disputed work and may give written notice of a claim for additional compensation for that work all in accordance with the Contract Documents. Such written notice of claim must be given prior to the performance of the disputed work, and no later than the notice periods set forth in Article 12, below. Contractor's failure to give written notice prior to the performance of the disputed work constitutes an agreement by Contractor that it will not be paid for the disputed work.

## ARTICLE 6 – TIME OF COMPLETION AND SCHEDULE

**6.1 TIME IS OF ESSENCE**. Time limits stated in the Contract Documents are of the essence of the Agreement. By executing the Agreement, Contractor confirms that the contract time is sufficient for performing Contractor's work.

**6.2 CONTRACT TIME**. Contract Time for completion of all work is June 29, 2018, unless extended by written agreement of the parties hereto.

**6.3 SCHEDULE OF WORK**. Contractor shall have the right to decide the time and order in which the various portions of the Work are to be performed, including the relative priority of the work of subcontractors. Contractor shall prepare the Schedule of Work and shall revise the Schedule of Work as work progresses.

**6.4 CONTRACTOR'S RESPONSIBILITIES**. Contractor shall commence work within five (5) calendar days of Owner's notice to proceed, unless otherwise directed by Owner. Contractor shall promptly provide Owner with scheduling information when requested.

**6.5 CONTRACTOR'S REMEDIES FOR DELAY**. In the event Contractor fails to perform its work in accordance with the Section 6.2, above, Contractor shall reimburse Owner for all damages resulting from the delay, including but not limited to

liquidated damages in the amount of $1,000.00 per day as assessed by Owner.

6.6 **CONTRACTOR'S REMEDIES FOR DELAY**. If the progress of Contractor's work is delayed without the fault or responsibility of Contractor, then the time for Contractor's work shall be extended by change order to the extent obtained by from Owner and the Schedule of Work shall be revised accordingly. On projects subject to the Public Contract Code, the provisions of section 7102 shall apply; however, Owner and Contractor expressly contemplate and acknowledge that if the Work is enjoined by a court of law or a bid protest of any type or nature is asserted which delays the performance of the Work, Owner shall have no liability or responsibility to Contractor for any delay damages.

ARTICLE 7 – TERMINATION OR SUSPENSION

7.1 **TERMINATION FOR CONVENIENCE**. Notwithstanding any other provision of the Agreement, Owner reserves the right to terminate this Agreement for Owner's convenience, without cause. If so terminated, Contractor shall be entitled to the following costs and no others: cost of Work actually completed in conformity with the requirements of the Agreement and Contract Documents; other necessary costs actually incurred by Contractor; plus fifteen percent (15%) of such costs as overhead and profit.

7.2 **SUSPENSION OR TERMINATION BY OWNER**. Should the Owner suspend or terminate any aspect of the work, then Contractor shall immediately discontinue work upon written order from Owner. Contractor shall proceed with such work when ordered to do so by Owner.

ARTICLE 8 – PERFORMANCE OF CONTRACTOR

8.1 **AUTHORIZED REPESENTATIVE**. Contractor shall designate one or more persons satisfactory to Owner and with authority to act for Contractor as Contractor's representative on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom Owner shall issue instructions, orders or directions, except in an emergency. Should Owner find Contractor's representative(s) to be unsatisfactory, Contractor shall promptly replace the representative(s).

8.2 **NON-DISCRIMINATION**. Contractor shall not discriminate in hiring, firing, promotion, or training against any person on account of age, race, religion, national origin, disability, sexual orientation, gender, or gender identity.

8.3 **SAFETY**. Contractor agrees that the prevention of accidents to workers engaged upon or in the immediate work area is solely its responsibility. Contractor shall comply with all laws, ordinances, rules, regulations, codes, orders, and requirements concerning safety now in force or hereafter in effect, including but not limited to all laws regarding Occupational Health and Safety, the handling and storage of hazardous materials, accident prevention, and safety equipment and practices. Contractor shall hold weekly safety meetings for all of its workers at the project site and shall provide confirmation thereof to Owner using an approved form. When so ordered, Contractor shall stop any part of the work that Owner deems unsafe until corrective measures satisfactory to Owner have been taken. Contractor shall timely submit copies of all accident and injury reports to Owner.

8.4 **SHOP DRAWINGS, SAMPLES, AND AS-BUILT DRAWINGS**. By such date as directed by Owner, Contractor shall prepare and submit to Owner all shop drawings, samples, specimens, or other data necessary to completely describe Contractor's work and as required by the Contract Documents. Approval of such shop drawings, samples, specimens, or other data by Owner or the Architect shall not relieve Contractor of its responsibility to perform Contractor's work in strict accordance with the Contract Documents or of its responsibility for the proper matching and fitting of Contractor's work with contiguous work. Contractor shall also furnish all information required for the coordination of Contractor's work with the work of other trades. Contractor shall be responsible for preparing all as-built drawings pertaining to Contractor's work and as required by the Contract Documents.

8.5 **SUBSTITUTIONS**. Requests for substitution of material will be allowed only if permitted by the Contract Documents. Requests for substitution must be submitted in the format specified by the Contract Documents and submitted to Owner within a reasonable timeframe as directed by Owner or they may be returned without review. Architect may charge to review requests for substitution, whether approved or rejected, and all such costs shall be the responsibility of Contractor.

8.6 **PLAN INCONSISTENCY AND CONTIGUOUS WORK**. Contractor shall bring any uncertainty or inconsistency in or between the plans, specifications, or other Contract Documents to the attention of Owner in writing and within three (3) working days of Contractor's discovery thereof. Contractor shall not proceed with any Work affected by the uncertainty or inconsistency until directed to do so by Owner. Owner shall resolve the uncertainty or inconsistency and Contractor shall perform the work as directed by Owner.

Before proceeding with its work, Contractor shall inspect the correctness of contiguous or adjacent work installed by others. The failure to detect or report discrepancies will preclude recovery by Contractor of any resulting cost, expense, or damage.

8.7 **PROTECTION OF THE WORK**. Contractor shall take all necessary precautions to properly protect Contractor's work and the work of others from damage caused by Contractor's operations. Should Contractor cause damage to the Work or property of Owner or others, Contractor shall promptly remedy such damage to the satisfaction of Owner.

8.8 **INSPECTION**. When portions of Contractor's work are ready for inspection, Contractor shall notify Owner in writing in sufficient time to allow Owner to notify the inspecting authorities that the work is ready for inspection. Failure to properly and timely make notice of, or receive, required inspections is not cause for delay. Contractor shall at all times furnish Owner with adequate facilities for inspecting materials at the site or at any place where materials under this Agreement may be in the course of

preparation, processing, manufacture or treatment.

8.9 **CLEAN-UP**. Contractor shall follow Owner's clean-up directions and shall at all times keep the Project free from debris and unsafe working conditions arising from Contractor's work. At the end of each day, Contractor shall consolidate its debris at a place designated by Owner and shall remove its debris from the job site immediately upon completion of each phase of Contractor's work or as directed by Owner. Contractor is to leave all areas where it is performing work in broom clean condition at the end of each work day. If work areas are not kept neat and safe at all times, Owner will back- charge Contractor as needed at an hourly rate of $100.00 plus dump fees and all other necessary costs incurred by Owner.

8.10 **LABOR RELATIONS**. Contractor shall take reasonable steps to prevent the occurrence of any strike, slowdown, or other labor difficulty or dispute arising out of the presence of Contractor at the job site or from any other activities of Contractor.

Contractor acknowledges the provisions of the California Labor Code regarding the payment of prevailing wages to workers employed on public works projects. In compliance with the requirements of Labor Code section 1775(b)(1), Contractor acknowledges the existence and content of Part 7, Chapter 1 of the California Labor Code, including, without limitation, Labor Code sections 1771, 1775, 1777.5, 1813, and 1815, as incorporated herein by reference, and has read and understands the provisions of these code sections.

Contractor shall work with and respond to all requests for information related to labor code compliance by Owner and/or Owner's labor compliance specialist. Under this contract, the labor compliance specialist is North Valley Labor Compliance at the following address:

Carolyn Lay
North Valley Labor Compliance Services
6955 N. Durango Drive Ste. 1115-254
Las Vegas, NV 89149

8.11 **WARRANTY**. Contractor warrants all materials, equipment, and workmanship provided under this Agreement for a period of one (1) year from completion of the entire Project or such longer period as may be provided in the Contract Documents. Contractor warrants to Owner that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that Contractor's work will be free from defects not inherent in the quality required or permitted, and that Contractor's work will conform to the requirements of the Contract Documents. Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment, if requested by Owner to doso.

Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall promptly amend and make good any defective materials, equipment, or workmanship to the approval and acceptance of Owner.

8.12 **PROJECT TO BE KEPT FREE OF LIENS**. Contractor shall promptly pay all subcontractors, suppliers, and others from payment received by Owner. In the event a subcontractor, material supplier, labor union trust fund, or other person or entity that supplied labor, material, or equipment to Contractor shall record/file a mechanic's lien or stop notice, Contractor shall, within two (2) working days of receipt of notice of said lien or stop notice, supply evidence to the satisfaction of Owner that the monies owing to the claimant have been paid or post a bond indemnifying Owner and the Project from such claim orlien.

8.13 **ROYALTIES, PATENTS AND COPYRIGHTS**. Contractor shall pay all royalties and license fees, shall defend suits or claims for infringement of copyrights and patent rights, and shall hold Owner harmless from loss on account thereof. Contractor shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the Contract Documents or where the copyright violations are contained in the Contract Documents.

8.14 **DISCOVERY OF HAZARDOUS WASTE OR UNUSUAL CONDITIONS.** Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any of the following conditions: (a) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

Upon notice to Owner, Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Agreement.

In the event that a dispute arises between Owner and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests.

**ARTICLE 9 – RECOURSE OF OWNER**

9.1 **NOTICE TO CURE**. If, in the opinion of Owner, Contractor is in breach of any provision of this Agreement, including but not limited to failing: to supply timely and enough properly skilled workers or proper or sufficient materials or equipment or adequate supervision; to provide and obtain approved submittals timely; to maintain the Schedule of Work; to make prompt payment to its workers, sub-subcontractors, suppliers, taxing authorities, or union trust funds; to obey laws, ordinances, or orders of any public authority having jurisdiction; to clean up its debris; to perform work as directed by Owner; or to perform any obligation under this Agreement, Contractor shall commence and continue satisfactory correction of such breach with diligence and promptness within forty-eight (48) hours after service of written notice to Contractor or Contractor's authorized representative specifying the particulars of such breach.

9.2 **FAILURE TO CURE BREACH**. If Contractor fails to cure a breach of this Agreement within forty-eight (48) hours of service of a Notice to Cure, Owner may, without prejudice to any other rights or remedies, and at its sole option, do any or all of the following:

(a) Furnish such labor, material, equipment, and other facilities, either directly or through one or more subcontractors, as Owner deems necessary to complete or correct Contractor's work, or any part thereof;

(b) Withhold payment of any monies due Contractor under this Agreement pending corrective action to the extent required by and to the satisfaction of Owner; or

(c) Terminate the Agreement and complete the work itself or cause the work to be completed by others. Owner may take immediate possession of all of Contractor's material, supplies, tools, appliances, and equipment at the job site and use same without payment of rent or other compensation to Contractor or liability to Contractor for any damages arising from said use unless resulting from gross negligence or willful destruction by Owner or others working on its behalf. Any unused material, supplies, tools, appliances, and equipment remaining after Contractor's work is completed will be returned to Contractor.

9.3 **CONTRACTOR RATES TO COMPLETE OR CORRECT WORK**. If Owner elects to use its own labor forces to complete or correct Contractor's work, Contractor and, if applicable, Contractor's surety, agree to pay Owner for all labor costs, costs for Owner's owned equipment, direct costs for materials, field and home office overhead, and ten percent (10%) profit on all costs.

9.4 **BANKRUPTCY**. Upon a receiver for Contractor being appointed, upon Contractor making an assignment for the benefit of creditors, upon Contractor seeking protection under the Bankruptcy Code, upon Contractor's creditors placing Contractor into an involuntary bankruptcy, or upon Contractor committing any other act evidencing insolvency, Owner may, to the extent legally permissible, terminate this Agreement upon giving three (3) working days' written notice, by certified mail, to Contractor and its surety, if any. If an order for relief pertaining to Contractor is entered under the Bankruptcy Code, Owner may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Contractor, its trustee, and its surety, if any, unless Contractor, the surety, or the trustee: promptly cures all defaults; provides adequate assurances of future performance; compensates Owner for all damages, costs, and expenses resulting from such default(s); and assumes the obligations of Contractor within the statutory time limits.

If Contractor is not performing in accordance with the Schedule of Work at the time an order for relief is entered, Owner may avail itself of any and all such remedies that are reasonably necessary to maintain the Schedule of Work while waiting for the Contractor, its trustee, or its surety, if any, to accept or reject the Agreement and to provide adequate assurances of future performance.

## ARTICLE 10 – INSURANCE AND BONDS

10.1 **GENERAL INSURANCE REQUIREMENTS**. Contractor shall not commence any work until it obtains all insurance required to be obtained by Contractor under this Agreement. Contractor shall at all times comply with the Insurance Requirements of this Agreement.

Such insurance will be maintained by Contractor at its sole expense with insurance carriers admitted to do business in California, that have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "VIII" in the most current A.M. Best's Rating Guide for property and casualty insurers. In no event will such insurance be modified without Owner's express written consent and, except as otherwise expressly authorized herein, in no event will such insurance be terminated or allowed to lapse prior to termination of all obligations arising under this Agreement.

10.2 **EVIDENCE OF INSURANCE**. As evidence of the insurance required by this Article, Contractor shall deliver to Owner, no later than commencement of any work, a certificate of insurance signed by an authorized agent of Contractor's insurance carrier showing that such insurance is in force. The certificate shall provide that each of the policies identified therein shall not be suspended, cancelled, or non-renewed without 10 days' notice in writing delivered to Owner's corporate office. Owner has the right to require Contractor to submit for Owner's review a certified copy of the policy (or policies) identified in the certificate of insurance. Should any policy expire or be canceled before the termination of all obligations arising under this Agreement, and Contractor fails to immediately procure replacement insurance as required by this Article, then Owner reserves the right, but shall have no obligation, to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Agreement.

10.3 **WORKER'S COMPENSATION INSURANCE**. Contractor shall maintain Worker's Compensation Insurance, including Employer's Liability Insurance, in the minimum amounts of $1,000,000 for bodily injury by accident and $1,000,000 for bodily injury by disease, for all persons whom it employs in carrying out work under this Agreement. Such insurance shall be procured, and maintained, in strict conformance with the requirements of the most current and applicable workers compensation laws in effect while work is being performed under this Agreement.

**10.4 COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain Comprehensive General Liability Insurance or Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles not exceeding $10,000 per occurrence, and with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence, naming Owner and others as additional insureds as required by Article 10.6 below, and affording the following coverages:

(a) Premises and Operations;
(b) Independent Contractors;
(c) Products and Completed Operations specifically covering all liabilities arising from the work performed under this Agreement for a period of 1 year following Final Acceptance of the work by Owner;
(d) Contractual Liability specifically covering the indemnification set forth in Article 11 of this Agreement;
(e) Broad Form Liability Endorsement specifically covering work performed by or on behalf of Contractor under this Agreement;
(f) Severability of Interest affording separate liability coverage for each person or organization insured; and
(g) Explosion, Collapse and Underground Hazards (X,C,U) Liability.

The general liability insurance required by this Article 10.4 may not include a mold exclusion, nor may it include a prior acts exclusion or prior loss exclusion that reduces, limits or excludes coverage for any bodily injury or property damage not known by Owner to exist prior to the commencement of the policy period, nor may it include a cross-suits exclusion that reduces, limits or excludes contractual liability coverage for the indemnification set forth in Article 11 of this Agreement.

Notwithstanding the required limit of liability per occurrence, the general liability insurance required by this Article 10.4 may contain an annual general aggregate limit (for ongoing operations only) of not less than $2,000,000, and a products and completed operations aggregate limit of not less than $2,000,000, each applicable solely to the Project which is the subject of this Agreement.

**10.5 AUTOMOBILE LIABILITY INSURANCE.** Contractor shall procure and maintain owned, hired and non- owned Automobile Liability Insurance covering the ownership, maintenance, use and entrustment of any and all automobiles, trucks and other motor vehicles utilized by Contractor, its employees or any of their permitees in connection with any work performed under this Agreement, with a combined single limit for bodily injury and property damage of not less than $500,000 per occurrence.

**10.6 ADDITIONAL INSUREDS.** Contractor will procure, with respect to all of the insurance required by this Article 10, an endorsement or endorsements naming or otherwise identifying Owner, and their respective officials, agents, representatives, employees, as additional insureds for any and all liability arising out of, or in any way connected to, the performance of, or failure to perform, work under this Agreement. The form of the additional insured endorsement shall be no less than that provided by ISO Form CO 2010, or equivalent, affording coverage for both ongoing and completed operations.

Each additional insured endorsement must contain the following or equivalent language: "This insurance is primary. Any other insurance maintained by any person or organization qualifying as an insured under this endorsement shall be excess and non-contributing with this insurance as respects liability arising out of any act or omission of the named insured or of any person or organization on the named insured's behalf."

**10.7 PERFORMANCE AND MATERIALS AND LABOR PAYMENT BONDS.** Within 5 calendar days of a request by Owner, and at Contractor's expense, Contractor shall furnish Performance and Materials and Labor Payment Bonds in an amount equal to 100 percent of the Price set forth in Article 3 herein, from a surety and in a form satisfactory to and/or provided by Owner. Said bonds shall include a provision that the party prevailing in any legal or equitable action or arbitration proceeding relating to the bonds shall be entitled to receive from the other parties to said action or proceeding all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such action or proceedings and the preparation thereof.

**10.8 WAIVER OF SUBROGATION.** Contractor hereby releases and waives all rights against Owner with respect to subrogation, and with respect to any loss or damage to any or all of Contractor's property, which loss or damage is of the type covered by builder's risk, workers' compensation, general liability or commercial liability insurance required to be maintained under the Contract Documents, regardless of any negligence on the part of any person released which may have caused or contributed to such loss or damage.

**ARTICLE 11 – INDEMNIFICATION**

**11.1 DEFINITIONS.** For purposes of this Article 11, "Indemnified Parties" shall mean: Owner, and all of their officials, representatives, employees, consultants, agents, successors, and assigns, and any lender of Owner with an interest in the Project.

For purposes of this Article 11, "Claim" and "Claims" shall include claims, demands, obligations, damages, actions, causes of action, suits, demands for arbitration, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, fees, costs, and other disbursements to attorneys, experts, consultants, or other professionals) of every kind or nature whatsoever that may arise from or in any manner relate (directly or indirectly) to any work performed or services provided under this Agreement or Contractor's presence or activities conducted at the Project.

**11.2 EXTENT OF INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Indemnified Parties, and each of them, from and against any and all Claims including, without limitation, Claims for

bodily injury, death, or damage to or destruction of property; defects in workmanship or materials; and design defects, if the design originated with Contractor, that may arise from or in any manner relate, directly or indirectly, to any work performed or services provided under this Agreement or Contractor's presence or activities conducted on the Project, including without limitation the negligent and/or willful acts, errors, and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, sub-subcontractors, anyone employed by any of them or for whose acts they may be liable, or any or all of them, regardless of any passive negligence or strict liability of an Indemnified Party. Contractor, however, shall not be obligated under this Agreement to indemnify, including the cost to defend, the Indemnified Parties for Claims arising out of, pertaining to, or relating to the active negligence or willful misconduct of the Indemnified Parties, or for defects in design furnished by such persons, or to the extent the Claims do not arise out of the scope of work of the Contractor pursuant to this Agreement.

**11.3 DUTY TO DEFEND.** Contractor shall, at its sole cost and expense and with legal counsel approved by Owner (which approval shall not be unreasonably withheld), defend the Indemnified Parties, and each of them, from any Claims for which Contractor is bound to indemnify the Indemnified Parties pursuant to Article 11.2. The duty to defend is wholly independent of and separate from the duty to indemnify, and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim and written notice of such Claim being provided to Contractor.

**11.4 PAYMENT NOT CONDITION PRECEDENT.** Payment to Contractor by any Indemnified Party, or any Indemnified Party's payment of a Claim, shall not be a condition precedent to Contractor's obligations to indemnify and defend the Indemnified Parties, and each of them.

**11.5 SURVIVAL OF OBLIGATION.** Contractor's obligations to indemnify and defend shall survive the expiration or earlier termination of this Contract Agreement until such time as any action against the Indemnified Parties, or any of them, for such matter indemnified hereunder is fully and finally barred by the applicable statute(s) of limitations.

**11.6 LIABILITY NOT EXCLUSIVE.** Contractor's liability for indemnification and defense hereunder is in addition to any liability Contractor may have to Owner for Contractor's breach of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under the Agreement.

**11.7 NO LIMITATION UPON LIABILITY.** In connection with any and all claims against Owner, Owner's representatives, Contractor (including its affiliates, parents, and subsidiaries) or other contractors or subcontractors, or any of their agents or employees, by any employee of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, the indemnification provisions in Article 11.2 shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or on behalf of Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 12 – CLAIMS

**12.1 CLAIMS RELATING TO OWNER.** Contractor agrees to make all claims for which Owner may be liable in the manner provided in the Contract Documents. Notice of such claims shall be given by Contractor to Owner within one (1) week prior to Contractor commencing work under this Agreement or the event for which such claim is to be made, or within three (3) calendar days of Contractor's first knowledge of the event, whichever shall first occur. Contractor's failure to provide notice of a claim as required by this Article 12.1 shall constitute a waiver of the claim. Contractor shall be bound by the determination of the Owner or, in the event of a legal action or proceeding, or arbitration, by the outcome of same and shall be entitled only to its proportionate share of any net recovery.

**12.2 CLAIMS NOT RELATING TO OWNER.** Contractor shall give Owner written notice of all claims not included in Article 12.1, within the same time frames noted in Article 12.1. Should Contractor fail to provide notice within the time required, such claims shall be deemed waived.

**12.3 CONTRACTOR TO CONTINUE WORK.** Contractor shall carry on the Work and maintain satisfactory progress while any claim or claims brought pursuant to Article 12.1 or 12.2, or any other dispute(s), is/are being resolved, and Owner shall continue to make payments in accordance with the Agreement.

## ARTICLE 13 – DISPUTE RESOLUTION

**13.1 CONSENSUAL RESOLUTION EFFORTS.** Upon notification of a dispute, Owner and Contractor shall meet to informally resolve such dispute.

**13.2 DISPUTES BETWEEN OWNER AND SUBCONTRACTOR.** Any controversy or claim arising out of or related to this Agreement involving an amount less than $5,000 (or the maximum limit of the court) must be heard in the Small Claims Division of the Superior Court in Humboldt County. If any question arises regarding or relating to Contractor's work or regarding the rights and obligations of Owner and/or Contractor under the Contract Documents, then, as a condition precedent to litigation as described below, Owner and Contractor shall first mediate any dispute. With respect to claims and disputes between Owner and Contractor arising out of or relating to obligations under this Agreement, and which do not involve issues of fact or law the following shall apply: Each claim or dispute between the parties arising out of or relating to this Agreement shall be litigated in a California State Court of competent jurisdiction, or if jurisdiction over the action cannot be obtained in California State Court, in a Federal Court of competent jurisdiction situated in the State of California.

**13.3 CONSOLIDATED ARBITRATION PROCEEDINGS.** The claims and disputes of Owner, Contractor, and other subcontractors involving a common question of fact or law shall be heard by the same arbitrator(s) or court in a single proceeding.

**13.4 NO LIMITATION OF RIGHTS OR REMEDIES.** This Article shall not be deemed a limitation of any rights or remedies that Contractor may have under any federal or state mechanics lien, stop notice, or labor and material payment bond unless such rights have been expressly waived by Contractor.

**ARTICLE 14 – MISCELLANEOUS PROVISIONS**

**14.1 LAW AND EFFECT.** This Agreement shall be governed by the laws of the State of California.

**14.2 SEVERABILITY AND WAIVER.** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

**14.3 ATTORNEYS' FEES.** In the event either party shall prevail in any legal or equitable action or arbitration proceeding to enforce any term(s) of this Agreement, such party shall be entitled to receive from the other party all court costs, actual attorneys' fees, and all other expenses, including but not limited to expert witness fees, incurred in such litigation and the preparation thereof.

**14.4 ENTIRE AGREEMENT.** This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto, and supersedes all prior proposals, bids, correspondence, negotiations, representations, or agreements, whether written or oral.

**14.5 TERMS.** The terms of this Agreement are contractual and the result of negotiations between the parties hereto. Accordingly, any rule of construction of contracts, including without limitation California Civil Code section 1654, that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

**14.6 WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to Contractor's authorized representative, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

**14.7 RIGHTS AND REMEDIES.** Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by applicable law.

**14.8 AUDIT.** Owner shall have the right to inspect the work, or any portion thereof, at any time, in accordance with this Agreement and the Contract Documents. Any right of the Owner to inspect or audit the books, accounting records, files and documents of Contractor in accordance with the Contract Documents is incorporated herein as though set forth in full.

Owner shall have the right to inspect, audit and copy at any time, upon reasonable notice, during normal business hours, Contractor's books, documents and accounting records, including but not limited to bid worksheets, bids, subcontractor bids, and proposals, estimates, cost accounting data, accounting records, payroll records, time sheets, cancelled checks, profit and loss statements, balance sheets, Project correspondence, including but not limited to all correspondence between Contractor and Contractor's sureties and subcontractors/vendors, Project files, scheduling information, and other records of the Contractor and all subcontractors directly or indirectly pertinent to the work, original as well as change and claimed extra work, to verify and evaluate the accuracy of cost and pricing data submitted with any change order, prospective or completed, or any claim for which additional compensation has been requested or notice of potential claim has been tendered. Contractor shall keep complete and accurate records concerning Contractor's work and the Project at its principal office for at least four (4) years after the work is completed and accepted. This provision shall be included in all of Contractor's subcontracts and purchase orders, and all of Contractor's subcontractors and suppliers, of any tier, shall be bound by this provision.

**14.9 ASSIGNMENT OF CARTWRIGHT ACT CLAIMS.** If applicable, Contractor offers and agrees to assign to Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, POST OFFICE BOX 26000, SACRAMENTO, CALIFORNIA 95826.**

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and copies of which transmitted

via facsimile or pdf shall be deemed originals, and which together shall be deemed one and the same agreement. To the extent the signed version of this Agreement is digitally stored, electronic copies have the same force and effect as the original.

City of Rio Dell, a public entity
675 Wildwood Avenue
Rio Dell, CA 95562
(707) 764-3532

By:_____

Name of Signee: Kyle Knopp

Title: City Manager

Date:_____

APPLY-A-LINE, LLC
19652 N. Hirsch Court
Anderson, CA 96007
Business Phone: (530) 365-4000

By:_____

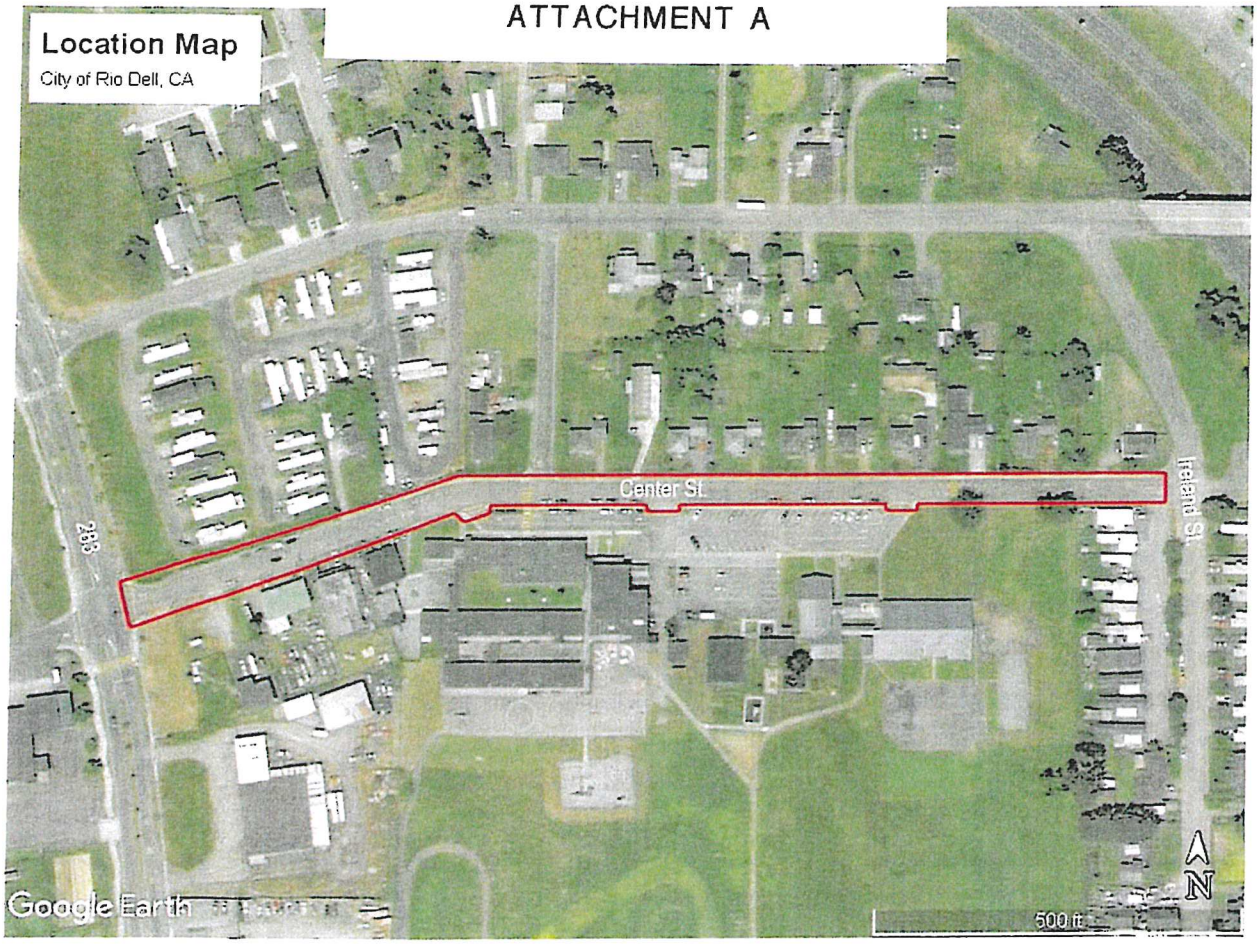
Name of Signee: Michael Liljestrom

Title: CEO

Contractor's License No. 1031889

Date: 05/25/18

# ATTACHMENT A

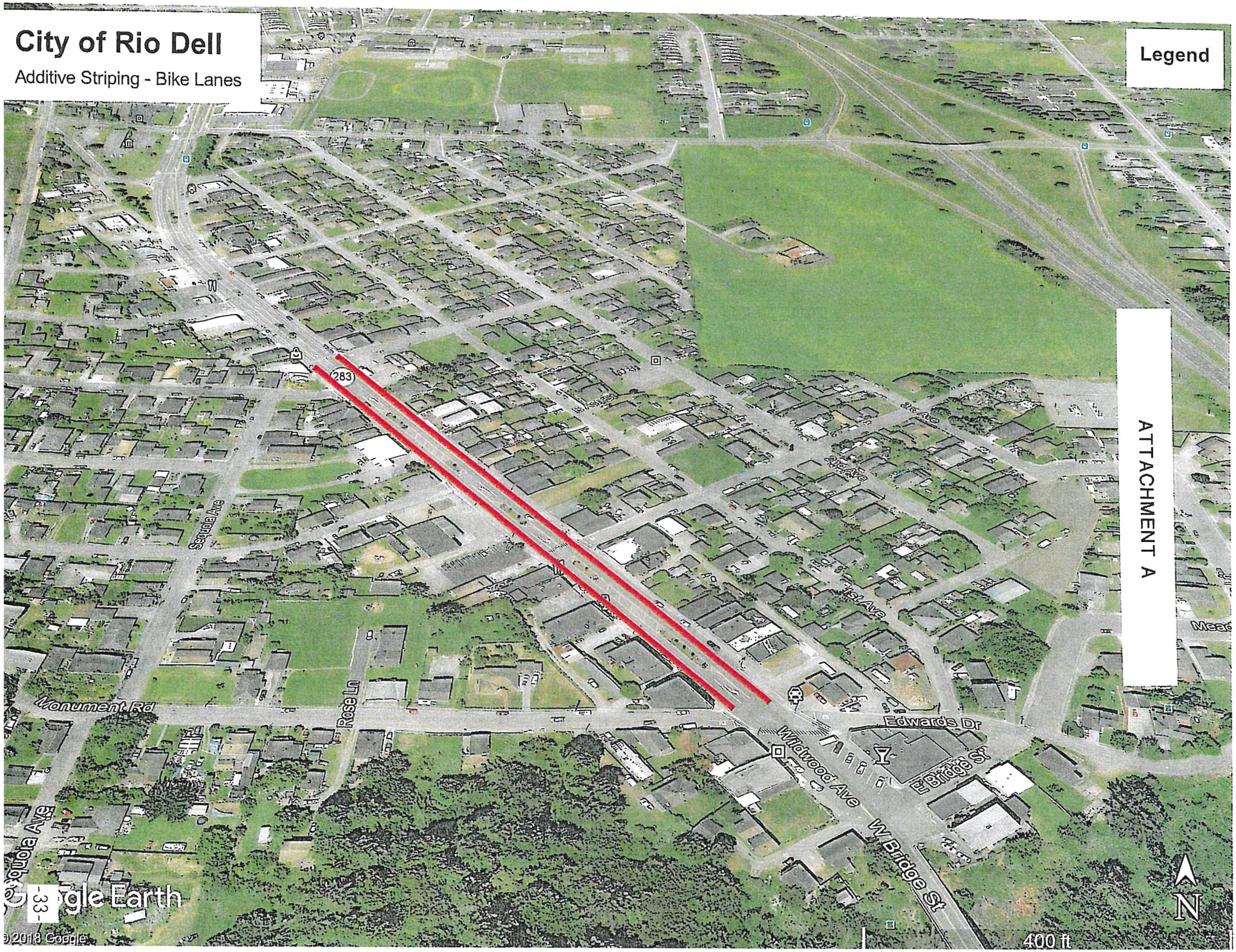



| Description | Units |
|---|---|
| Thermoplastic traffic stripe, 12", yellow | 330 LF |
| Thermoplastic traffic stripe, 4", yellow | 470 LF |
| Thermoplastic traffic stripe, 4", double line, yellow | 70 LF |
| Thermoplastic traffic stripe, 12", white | 210 LF |
| Thermoplastic traffic stripe, 4", white | 60 LF |
| **Item** | **Quantity** |
| Thermoplastic pavement markings, "SLOW", yellow | 2 |
| Thermoplastic pavement markings, "SCHOOL", yellow | 2 |
| Thermoplastic pavement markings, "XING", yellow | 2 |
| Thermoplastic pavement markings, "STOP", white | 2 |

Note: The crosswalk at the intersection of Center St. and Ireland St. has recently been re-striped and is not included in this project.

# City of Rio Dell

Additive Striping - Bike Lanes



# Additive Striping 2

Additional Requested Bike Lane Striping - Wildwood Avenue from Columbus Street north to Davis Street

ATTACHMENT A

# APPLY-A-LINE, LLC

19652 N. Hirsch Court • Anderson, CA 96007
Phone (530) 365-4060 • Fax (530) 365-4060

SAFER ROADS SAVE LIVES

## ATTACHMENT B

DIR: 1000053259 C-32 LIC. # 1031889
DIR EXP. 6-30-18 LIC EXP 10-31-19

To: **General Contractors**

Project: **2018 STREET STRIPING**

County: **HUMBOLDT**
City: **RIO DELL**

Bid Date: **4/11/2018**

***The following is our proposal for the above referenced project:***

| Item # | Description | QTY | Unit | Price | Total: |
|---|---|---|---|---|---|
| 1 | THERMO TRAFFIC STRIPE, 12", YELLOW | 330 | LF | $6.50 | $2,145.00 |
| 2 | THERMO TRAFFIC STRIPE, 4", YELLOW | 470 | LF | $3.00 | $1,410.00 |
| 3 | THERMO TRAFFIC STRIPE, 4", DOUBLE LINE, YELLOW | 70 | LF | $6.00 | $420.00 |
| 4 | THERMO TRAFFIC STRIPE, 12", WHITE | 210 | LF | $6.50 | $1,365.00 |
| 5 | THERMO TRAFFIC STRIPE, 4", WHITE | 60 | LF | $7.50 | $450.00 |
| 6 | THERMO PAVEMENT MARKINGS, "SLOW", YELLOW | 2 | EA | $575.00 | $1,150.00 |
| 7 | THERMO PAVEMENT MARKINGS, "SCHOOL", YELLOW | 2 | EA | $575.00 | $1,150.00 |
| 8 | THERMO PAVEMENT MARKINGS, "XING", YELLOW | 2 | EA | $575.00 | $1,150.00 |
| 9 | THERMO PAVEMENT MARKINGS, "STOP", WHITE | 2 | EA | $575.00 | $1,150.00 |
| | | | SUB TOTAL | | $10,390.00 |
| | **ADDITIVE STRIPING- BIKE LANE WILDWOOD AVE** | | | | |
| 19 | THERMO TRAFFIC STRIPE, 4", WHITE | 8700 | LF | $0.65 | $5,655.00 |
| 20 | THERMO BIKE LOOP DETECTOR SYMBOL | 16 | EA | $165.00 | $2,640.00 |
| 21 | THERMO BIKE LANE ARROW | 16 | EA | $145.00 | $2,320.00 |
| | | | SUB TOTAL | | $10,615.00 |
| | | | **GRAND TOTAL** | | **$21,005.00** |

Apply-A-Line, LLC proposes to furnish all labor, equipment, and materials necessary to complete the bid items on referenced project.

**CONDITIONS OF PROPOSAL:**

*PLEASE NOTIFY US RIGHT AWAY IF WE GET THIS JOB SO WE CAN PROCESS AND CREATE FILE.*

**Thank you for the opportunity to quote this project.**

**Sincerely,**

**Ron Langlo**
**Operations Manager/ Estimator**

## ATTACHMENT B

| BID SCHEDULE: 2018 Street Striping | | | | | |
|---|---|---|---|---|---|
| Intem No. | Est. Qty. | Unit | Description | Unit Price | Total |
| 1 | 330 | LF | Thermoplastic traffic stripe, 12", yellow | $( [illegible] ) | $( [illegible] ) |
| 2 | 470 | LF | Thermoplastic traffic stripe, 4", yellow | $( [illegible] ) | $( [illegible] ) |
| 3 | 70 | LF | Thermoplastic traffic stripe, 4", double line, yellow | $( 6 ) | $( 420 ) |
| 4 | 210 | LF | Thermoplastic traffic stripe, 12", white | $( [illegible] ) | $( [illegible] ) |
| 5 | 60 | LF | Thermoplastic traffic stripe, 4", white | $( 750 ) | $( [illegible] ) |
| 6 | 2 | # | Thermoplastic pavement markings, "SLOW", yellow | $( 575 ) | $( 1150 ) |
| 7 | 2 | # | Thermoplastic pavement markings, "SCHOOL", yellow | $( 575 ) | $( 1150 ) |
| 8 | 2 | # | Thermoplastic pavement markings, "XING", yellow | $( 575 ) | $( 1150 ) |
| 9 | 2 | # | Thermoplastic pavement markings, "STOP", white | $( 575 ) | $( 1150 ) |
| 10 | | | | $( ) | $( ) |
| 11 | | | | $( ) | $( ) |
| 12 | | | | $( ) | $( ) |
| 13 | | | | $( ) | $( ) |
| 14 | | | | $( ) | $( ) |
| 15 | | | | $( ) | $( ) |
| 16 | | | | $( ) | $( ) |
| 17 | | | | $( ) | $( ) |
| 18 | | | | $( ) | $( ) |
| | | | Sub total | | $( ) |
| | | | Additive Striping - Bike Lanes on Wildwood Avenue | | |
| 19 | 4080 | LF | Thermoplastic traffic stripe, 4", white | | $( [illegible] ) |
| 20 | 7 | # | Thermoplastic pavement markings, "BICYCLE LOOP DETECTOR SYMBOL", white | | $( [illegible] ) |
| 21 | 7 | # | Thermoplastic pavement markings, "BIKE LANE ARROW", white | | $( [illegible] ) |
| 22 | | | | | |
| | | | Sub total | | $( [illegible] ) |
| | | | | | |
| | | | Grand Total | | $( [illegible] ) |

EXCEPTION TO SPECIFICATION: List all exceptions to specification on a separate piece of paper, attached to the bid.

SIGN & DATE Steve Fuderburg 4/10/18

*675 Wildwood Avenue*
*Rio Dell, CA 95562*

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Karen Dunham, City Clerk

DATE: June 5, 2018

SUBJECT: Conflict of Interest Code Update

**RECOMMENDATION**

Adopt Resolution No. 1388-2018 Amending the City of Rio Dell's Conflict of Interest Code

**BACKGROUND AND DISCUSSION**

State law requires Public Agencies to review and if needed, update their Conflict of Interest Codes during even numbered years. A local agency's conflict of interest code must reflect the current structure of the organization and properly identify officials and employees who should be filing Statements of Economic Interests (Form 700). A code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Form 700. It also helps provide transparency in local government as required under the Political Reform Act. The City's code currently in effect does not include all designated officials and employees required to file Form 700 and needs to be updated to reflect changes in the City's organizational structure since the last update.

**ATTACHMENTS:**

Resolution No. 1388-2018
Conflict of Interest Code

**RESOLUTION NO. 1388-2018**
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL ADOPTING A REVISED CONFLICT OF INTEREST CODE FOR THE CITY OF RIO DELL FOR CITY COUNCIL MEMBERS, COMMISSIONERS, OFFICERS, CONSULTANTS, AND DESIGNATED EMPLOYEES AND RESCINDING RESOLUTION NO. 330**

**WHEREAS**, the Political Reform Act of 1974 ("Act"), Government Code Sections 8100 et seq. enacted as part of Proposition 9, requires every local agency to adopt and promulgate a Conflict of Interest Code applicable to employees or consultants holding designated positions and public officials within the jurisdiction of the local agency; and

**WHEREAS**, on March 17, 1981, the Rio Dell City Council enacted Resolution No. 330, Adopting a Conflict of Interest Code for the City of Rio Dell ("City"); and

**WHEREAS**, Section 87306.5 of the Government Code states that every agency shall review its Conflict of Interest Code no later than July 1 of each even-numbered year, subject to the provisions of Section 87302(a) and 873203, when necessitated by changed circumstances; and submit amendments to the Code reviewing body no later than October 1 of the same year; and

**WHEREAS,** Title 2 California Code of Regulations Section 18730 contains the terms of a standardized conflict of interest code which will update the City's Conflict of Interest Code and maintain compliance with all new and future regulations adopted by the Fair Political Practices Commission; and

**WHEREAS**, since the last Code review, additional positions have been deemed to make, or participate in the making of, decisions which may have a foreseeable material effect on a financial interest, and it is therefore appropriate to add these positions; and

**WHEREAS,** previously listed positions have been vacated, and it is therefore appropriate to eliminate those positions from the Code; and

**WHEREAS,** there are some previously listed positions that have changed slightly in name and it is, therefore appropriate to make those changes in the Code; and

**WHEREAS,** Exhibit A as attached herein lists the designated employees subject to the model Conflict of Interest Code (listed as "designated filers"); and Exhibit B identifies specific financial interests that would be reportable (listed as "disclosure categories"); and

**WHEREAS,** this review has been completed and the City Council has determined that such changes are necessary due to changes in the City organization and to comply with state law and that Exhibits A and B attached herein, accurately sets forth the designated positions, and their respective categories of financial interests which should be made reportable and those boards, commissions and committees which should be designated and the respective categories of financial interests which should be made reportable by their members; and

**WHEREAS,** the City of Rio Dell Conflict of Interest Code, requires revision so that it accurately sets forth the designated positions and categories of financial interests which should be made reportable.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIO DELL DOES HEREBY RESOLVE AS FOLLOWS**:

SECTION 1. Title 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference, and along with the attached Exhibits in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the City of Rio Dell.

SECTION 2. The following departments and categories are hereby designated to comply with the City's Conflict of Interest Code as reflected in Exhibit "A":

- City Manager Department
- Community Development Department
- Finance Department
- Public Works Department
- Police Department
- Consultants
- Commissioners and Board Members

SECTION 3. Designated positions within the individual departments, consultants and board and commissions are assigned to one or more of the disclosure categories set forth on Exhibit B.

SECTION 4. The Determination of Consultant and Disclosure Filing Requirements Form is attached as Exhibit C.

SECTION 5. Each designated employee, board member or consultant named shall file annual statements as defined in said Codes.

SECTION 6. The City Clerk of the City of Rio Dell is hereby designated as the filing officer to receive the filed statements, except as provided for in Section 7 of this resolution.

SECTION 7. The Fair Political Practices Commission is hereby designated as the filing officer to receive statements filed by those filers under disclosure category 87200.

SECTION 8. The City Clerk shall certify as to the adoption of this resolution and shall cause the same to be process in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of Rio Dell on May 15, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No. 1383-2018 adopted by the City Council of the City of Rio Dell on April 17, 2018.

_____
Karen Dunham, City Clerk

## EXHIBIT A
## DESIGNATED FILERS

**Department: CITY MANAGER**

| Designated Employee: | Categories |
|---|---|
| City Manager | 1, 2, 3, 4 |
| City Clerk | 1, 2, 3, 4 |

**Department: COMMUNITY DEVELOPMENT**

| Designated Employee: | |
|---|---|
| Community Development Director | 1, 2, 3, 4 |

**Department: FINANCE**

| Designated Employee: | |
|---|---|
| Finance Director | 1, 2, 3, 4 |

**Department: PUBLIC WORKS**

| Designated Employee: | |
|---|---|
| Public Works Director | 1, 2, 3, 4 |
| Water/Roadways Superintendent | 1 |
| Wastewater Superintendent | 1 |

**Department: POLICE**

| Designated Employee: | |
|---|---|
| Chief of Police | 1, 2, 3, 4 |

**CONSULTANT**

| Designated Person/Position: | |
|---|---|
| Consultant(s) | 1, 2, 3, 4 |
| City Attorney | 1, 2, 3, 4 |
| City Engineer | 1, 2, 3, 4 |

## COMMISSIONERS AND BOARD MEMBERS

| Designated Commissioners and Board Members: | |
|---|---|
| City Councilmembers | 1, 2, 3, 4 |
| Planning Commissioners | 1, 2, 3, 4 |

The disclosure category for consultants shall be determined on a case-by-case basis by the City Manager. After written notification is given to the City Council, the City Manager may make a determination as to what disclosure, if any, is required by any particular consultant.

The City Manager may determine, in writing, that a particular consultant, although holding a "designated position", is hired to perform a range of duties that is limited in scope and this is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties, and based upon that description, a statement of the extent and disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## EXHIBIT B
## DISCLOSURE CATEGORIES

**Category 1**

Persons in this category shall disclose all interests in real property within the City. Real property shall be deemed to be within the City if the property or any part of it is located within or not more than two miles outside the boundaries of the City or within two miles of any land owned or used by the City.

Persons are not required to disclose property used primarily as their residence or for personal recreational purposes.

**Category 2**

Persons in this category shall disclose all investments.

**Category 3**

Persons in this category shall disclose all income, including loans, aggregating $500 or more received during the reporting period, received from any one source located or doing business within the City or expecting to do business within the City. Gifts aggregating $50 or more received during the period from any one source located inside or outside the City shall be disclosed. Income received from a public agency need not be disclosed.

**Category 4**

Persons in this category shall disclose all income form and investments in business that manufacture or sell services and/or supplies of the type utilized by the City and associated with the job assignment of designated positions assigned this disclosure category.

## EXHIBIT C
## DETERMINATION OF CONSULTANT

## DISCLOSURE FILING REQUIREMENTS

I, _____, City Manager of the City of Rio Dell, hereby determine that the following "Consultants" are retained by the City of Rio Dell to serve in a decision-making capacity, and are required to file statements of economic interest and provide financial disclosure within the following categories:

| CONSULTANT NAME/COMPANY | DISCLOSURE CATEGORIES |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## EXEMPTION/WAIVER

I further determine that the following "Consultants" range of duties are limited in scope and are herewith granted an exemption/waiver from filing a disclosure statement under the /City of Rio Dell Conflict of Interest Code:

| CONSULTANT NAME/COMPANY | PROJECT/DUTIES |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

_____ _____
City Manager Date

## CONFLICT OF INTEREST CODE
## OF THE CITY OF RIO DELL

### Section 100. Purpose

Pursuant to the provisions of the Government Code Sections 87300 et seq. The City of Rio Dell hereby adopts and incorporates by reference Regulation 2 of the California Code of Regulations, Section 18730. (Title 2, Division 6) and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Exhibits A, B and C, in which members and employees are designated and disclosure categories are set forth, which constitutes the Conflict of Interest Code of the City of Rio Dell. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974. (Government Code Section 81000 et seq.). The provisions of this Code are additional to Government Code Section 87100 and other laws pertaining to conflicts of interest. Except as otherwise indicated, the definitions of said Act and regulations adopted pursuant thereto are incorporated herein and this Code shall be interpreted in a manner consistent therewith.

### Section 200. Designated Positions

The positions listed on Exhibit A are designated positions within each city department and/or division. Officers and employees holding those positions are designated employees and are deemed to make, or participate in the making of, decisions which may have foreseeable material effect on a financial interest.

### Section 300. Disclosure Statements

Designated positions shall be assigned to one or more of the disclosure categories set forth on Exhibit B. Each designated employee shall file an Initial Statement disclosing that employee's interest in investments and real property, and thereafter an Annual Statement disclosing said employee's interest in investments, real property and income designated as reportable under the category to which the employee's position is assigned on Exhibit A.

### Section 400. Place and Time of Filing

(a) All designated employees required to submit a Statement of Economic Interests Form 700 shall file the original, on the form provided (per Section 500 of this Code), with the City Clerk's Office.

(b) A designated employee required to submit an Initial Statement of Economic Interests Form 700 shall submit the statement within thirty (30) days after the effective date of this Code.

(c) Merit service employees appointed, promoted or transferred to designated positions shall file an Assuming Office Statement within thirty (30) days after date of assuming the designated position.

(d) All other employees appointed, promoted or transferred to designated positions shall file an Assuming Office Statement not less than thirty (3) days after assuming the designated position.

(e) Annual Statements shall be filed with the City Clerk's Office no later than the 1st day of April of each year by all designated employees. Such statements shall cover the period of the preceding calendar year.

(f) A Leaving Office Statement shall be filed within thirty (30) days after leaving a designated position. Such statements shall cover the period from the closing date of the last statement filed to the date of leaving the position.

(g) Individuals who resign designated positions within 30 days following initial appointment are not deemed to assume or leave office, provided that during the period between appointment and resignation, the individual did not make, participate in making, or use the position to influence any decision of the City or receive, or become entitled to receive any form of payment by virtue of being appointed to the position.

(h) A designated employee required to file a Statement of Economic Interests Form 700 with any other agency, which is within the same territorial jurisdiction as the City and disclosure requirements are identical, may comply with the provisions of this Code by filing a duplicate copy of the statement filed with the other agency, in lieu of an entirely separate statement.

(i) "Consultant" as identified by FPPC Regulation 18700, is herewith added to the list of designated employees and such persons shall disclose pursuant to the broadest disclosure category in the Code, subject to the limitations stated in Exhibit C attached hereto.

**Section 500. Form for Statements of Economic Interests**

Statements of Economic Interests shall be made on a form supplied by the Fair Political Practices Commission (FPPC), and such form shall be made available by the City Clerk's Office.

**Section 600. Definitions**

**GIFT**

(a) "Gift" means, except as provided in subdivision (b), any payment to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person, other than a defendant in a criminal action, who claims that a payment is not a gift by reason of receipt of consideration has the burden of proving that the consideration received is of equal or greater value.

(b) The term "gift" does not include:

(1) Informational materials such as books, reports, pamphlets, calendars or periodicals. No payment for travel or reimbursement for any expenses shall be deemed "informational material";

(2) Gifts which are not used and which, within thirty (30) days after receipt, are returned to the donor or delivered to a charitable organization without being claimed as a charitable contribution for tax purposes;

(3) Gifts from an individual's spouse, register domestic partner, child, parent, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin or the spouse or register domestic partner of any such person; provided that a gift from any such person shall be considered a gift if the donor is acting as an agent or intermediary for any person not covered by this paragraph;

(4) Campaign contributions required to be reported under Sections 84100-84400 of the Government Code.

(5) Any devise or inheritance.

**INCOME**

(a) "Income" means, except as provided in subdivision (b), a payment received, including but not limited to any salary, wage, advance, dividend, interest, rent, proceeds from any sale, gift, including any gift of food or beverage, loan, forgiveness or payment of indebtedness received by the filer, reimbursement for expenses, per diem, or contribution to an insurance or pension program paid by any person other than an employer, and including any community property interest in the income of a spouse or registered domestic partner. Income also includes an outstanding loan. Income of an individual also includes a pro rate share of any income of any business entity or trust in which the individual or spouse or registered domestic partner owns, directly, indirectly or beneficially, a 10 percent interest or greater. "Income," other than a gift, does not include income received from any source outside the jurisdiction and not doing business

within the jurisdiction, or not having done business within the jurisdiction during the two years prior to the time any statement or other action is required under this Code.

(b) "Income" also does not include:

(1) Campaign contributions required to be reported under Sections 84100-84400 of the Government Code.

(2) Salary and reimbursement for expenses or per diem received from a state, local or federal government agency and reimbursement for travel expenses and per diem received from a bona fide educational, academic or charitable organization.

(3) Any devise or inheritance.

(4) Interest, dividends or premiums on a time or demand deposit in a financial institution, shares in a credit union or any insurance policy, payments received under any insurance policy, or any bond or other debt instrument issued by any government or governing agency.

(5) Dividends, interest or any other return on a security which is registered with the Securities and Exchange Commission of the United States government.

(6) Redemption of a mutual fund.

(7) Alimony or child support payments.

(8) Any loan or loans from a commercial lending institution which are made in the lender's regular course of business on terms available to members of the public without regard to official status if:

(A) Used to purchase, refinance the purchase of, or for improvements to, the principal residence of filer; or

(B) The balance owed does not exceed ten thousand dollars ($10,000).

(9) Any loan from an individual's spouse, register domestic partner, child, parent, grandparent brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin or the spouse or register domestic partner of any such person; provided that a loan from any such person shall be considered income if the lender is acting as an agent or intermediary for any person not covered by this paragraph;

(10) Any indebtedness created as part of a retail installment or credit card transaction if made in the lender's regular course of business on terms available to members of the public without regard to official status, so long as the balance owed to the creditor does not exceed ten thousand dollars ($10,000.)

(11) Payments received under a defined benefit pension plan qualified under Internal Revenue Code Section 401(a).

**INTEREST IN REAL PROPERTY**

"Interest in real property" included any leasehold, beneficial or ownership interest or any option to acquire such an interest in real property located in the City owned directly, indirectly or beneficially by the public official, or other filer, or his or her immediate family if the fair market value of the interest is two thousand dollars ($2,000) or more. Interests in real property of an individual includes a pro rata share of interests in real property of any business entity or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10 percent interest or greater.

**INVESTMENT**

"Investment" means any financial investment in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership or other ownership interest owned directly, indirectly or beneficially by the public official, or other filer, or his or her immediate family, if the business entity or any parent, subsidiary or otherwise related business entity has an interest in real property in the jurisdiction, or does business or plans to do business in the jurisdiction, or has done business in the jurisdiction, or has done business within the jurisdiction at any time during the two years prior to the time any statement or other action is required under this Code. No asset shall be deemed an investment unless its fair market value equals or exceeds two thousand dollars ($2,000). The term "investment" does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, interest in a diversified mutual fund registered with the Securities and /Exchange Commission under the Investment Company Act of 1940 or a common trust fund which is created pursuant to Section 1564 of the Financial Code, or any bond or other debt instrument issued by any government or government agency. Investments of an individual includes a pro rata share of investments of any business entity, mutual fund, or trust in which the individual or immediate family owns, directly, indirectly or beneficially, a 10 percent interest or greater. The term "parent, subsidiary or otherwise related business entity" shall be specifically defined by regulations of the commission.

**CONSULTANT**

"Consultant" means any individual who, pursuant to a contract with the state or local government agency:

(a) Makes a governmental decision whether to:

(1) Approve a rate, rule or regulation;

(2) Adopt or enforce a law;

(3) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order or similar authorization or entitlement;

(4) Authorize the agency to enter into, modify, or renew a contract provided it is the tyope of content which requires agency approval;

(5) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;

(6) Grant agency approval to a plan, design, report, study, or similar item;

(7) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(b) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

**Section 700. <u>Disqualification</u>**

Designated employees shall disqualify themselves from making or participating in the marking or in any way attempting to use their official position to influence a governmental decision when it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on:

(a) Any reportable investment;

(b) Any interest in real property;

(c) Any reportable source of income, other than loans by a commercial lending institution in the regular course of business, aggregating five hundred dollars ($500) or more in value provided to, received by or promised to the designated employee within twelve (12) months prior to the time when the decision is made;

(d) Any business entity in which the designated employee is a director, officer, partner, trustee, employee or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating five hundred dollars ($500) or more in value provided to, or promised to the designated employee within twelve (12) months prior to the time when the decision is made.

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

**CITY OF RIO DELL**
**STAFF REPORT**
**CITY COUNCIL AGENDA**
**June 5, 2018**

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Kerrigan, Finance Director BK

DATE: June 5, 2018

SUBJECT: Resolution 1390-2018 Adopting 2018/19 GANN Appropriations Limit

## Recommendation

Adopt Resolution 1390-1990 adopting the Gann Appropriation Limit for the 2018/19 fiscal year.

## Background and Discussion

Voters approved Proposition 4, also known as the Gann Initiative, in November of 1979 adding Article XIII B to the California Constitution. The Gann Initiative placed limits on the growth of expenditures for publicly funded programs. Div. 9 of Title 1, Sec. 7900 of the Government Code was then added to laws to establish the process for calculating state and local government appropriations limits and appropriations subject to limitation under Article XIII B of the California Constitution. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government and require that each entity of government formally adopt its appropriations limit for a given fiscal year. The Gann Appropriations Limit for the City of Rio Dell is:

2018-2019 Gann Appropriations Limit: $1,268,430
City of Rio Dell's Gann Calculation Amount: $907,439
Amount Under Limit: $360,991

A jurisdiction may not exceed the appropriations limit unless the Governor declares an emergency or by majority approval by the voters of a jurisdiction. The override may not exceed four years.

**Attachments:** 1) Resolution 1390-2018; 2) Revenue Worksheet; 3) Gann Calculation

**RESOLUTION NO. 1390-2018**
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL ADOPTING GANN APPROPRIATIONS LIMIT FOR THE FISCAL YEAR 2018/19**

**WHEREAS**, the voters of the State of California in November 1979 approved Proposition 4, commonly known as the Gann Initiative; and

**WHEREAS**, the Proposition created Article XIIIB of the California State Constitution placing limits on the amount of revenue which can be spent by all entities of the government within the State; and

**WHEREAS,** these limits require a municipality to determine an appropriations limit each year in accordance with a formula set forth by state law; and

**NOW, THEREFORE BE IT RESOLVED,** the City Council of the City of Rio Dell hereby adopts the Gann Appropriations limit of $1,268,430 for fiscal year 2018/19.

**I HEREBY CERTIFY** that the foregoing Resolution was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the 5th day of June 2018 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

_____
Frank Wilson, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

Gann Appropriations Limit Revenue Worksheet
General Fund and Special Revenue Funds

| REVENUE DEPT | BUDGETED REVENUES | PROCEEDS OF TAXES | NON-PROCEEDS OF TAXES |
|---|---|---|---|
| 4010 Tax - Property Current Secured | 113,371 | 113,371 | |
| 4011 Tax - Property Current Unsecur | 3,700 | 3,700 | |
| 4013 Tax - Property Prior Unsecured | 50 | 50 | |
| 4025 Tax - Supplemental Roll | 600 | 600 | |
| 4026 Tax - Home Owner's Property | 1,380 | 1,380 | |
| 4027 Tax - Prior Years - Supplemental | 120 | 120 | |
| 4030 Tax - Transient Occupancy Tax | 13,152 | 13,152 | |
| 4035 Tax - Timber Yield | 18 | 18 | |
| 4040 Tax - Retail Sales | 139,143 | 139,143 | |
| 4042 Tax - Measure U Sales Tax | 245,000 | 245,000 | |
| 4045 Tax - (HCAOG) Transportation - TDA | 124,891 | | 124,891 |
| 4046 SB1 RMRA | 57,241 | | 57,241 |
| 4048 Tax - Gasoline (Highway Users Tax) | 94,168 | | 94,168 |
| 4050 Tax - Documentary Real Property | 5,200 | 5,200 | |
| 4056 Tax - Public Safety .5% sales | 3,100 | 3,100 | |
| 4110 Fees - Franchise - Electric | 32,213 | | 32,213 |
| 4115 Fees - Franchise - Gas | 6,681 | | 6,681 |
| 4120 Fees - Franchise - Garbage | 17,597 | | 17,597 |
| 4125 Fees - Franchise - Cable TV | 37,691 | | 37,691 |
| 4150 Fees - Business License | 9,500 | 9,500 | |
| 4151 Fees - Business License CASP SB1186 | 310 | | 310 |
| 4162 Fees - Motor Vehicle License (VLF) | 11,569 | 11,569 | |
| 4163 Fees - In Lieu VLF - County | 361,536 | 361,536 | |
| 4170 Fees - Animal License | 1,657 | | 1,657 |
| 4173 Fees - Animal Control/Relinq. | 650 | | 650 |
| 4178 Fees - Booking | 350 | | 350 |
| 4180 Fees - Notary | 120 | | 120 |
| 4183 Fees - Special Police Services | 3,700 | | 3,700 |
| 4190 Fees - Integrated Waste Management | 9,800 | | 9,800 |
| 4195 Fees - Customer fax and copy | 57 | | 57 |
| 4310 Interest Income | 1,400 | | 1,400 |
| 4320 Rental Income - U.S. Cellular | 6,657 | | 6,657 |
| 4321 Rental Income - T. Mobile | 14,496 | | 14,496 |
| 4410 Building Plan - Constr Permits | 14,500 | | 14,500 |
| 4420 Planning - Zoning Fees | 2,500 | | 2,500 |
| 4435 Planning - Home Occupation Permit Fee | 200 | | 200 |
| 4440 Building Plan - Plan Check Fee | 4,100 | | 4,100 |
| 4445 Building - Administrative Fees | 15,500 | | 15,500 |
| 4456 Planning - Parks & Recreation Dev. Fees | 1,500 | | 1,500 |
| 4460 Building Plan - Seismic Fees | 75 | | 75 |
| 4462 Building Standards- SB1473 | 56 | | 56 |
| 4463 Building - Continuing Education | 100 | | 100 |
| 4464 Building - Technology Fee | 300 | | 300 |
| 4465 Encroachment Permits | 500 | | 500 |
| 4712 Grant Restricted - RSTP HCAOG | 22,000 | | 22,000 |
| 4725 CDBG Principal Income | 3,174 | | 3,174 |
| 4740 Grant Restr - Police Grant SLESF | 100,000 | | 100,000 |
| 4746 Grant Restristed - Recycling | 5,000 | | 5,000 |
| 4747 Grant - Measure Z | 34,582 | | 34,582 |
| 4766 Grant Restricted - ATPL-5396 | 1,000,000 | | 1,000,000 |
| 4900 Interfund Revenue | 1,760 | | 1,760 |
| Total Revenue | 2,522,965 | 907,439 | 1,615,526 |

# Resolution 1390-2018 Adopting 2018/19 GANN Appropriations Limit

*GANN Appropriations Limit Calculation*
*FY 2018-2019*

| | | | |
|---|---|---|---|
| *Prior Years Appropriations Limit* | | $ | *1,226,102* |
| *Adjustment Factors for the current year* | | | |
| *2018/19 Inflation** | | | *1.0367* |
| *2018/19 Population Change** | | x | *0.9979* |
| | *Total Adjustment* | | *1.0345* |
| *2018/19 Appropriations Limit* | | $ | *1,268,430* |

** Provided by Demographic Research Unit, Department of Finance, State of California*

*Data and appropriations limit calculation from California Department of Finance*

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

**CITY OF RIO DELL**
**STAFF REPORT**
**CITY COUNCIL AGENDA**
**June 5, 2018**

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Kerrigan, Finance Director BK

DATE: June 5, 2018

SUBJECT: Approve Resolution 1391-2018 Approving Billable Rates for Staff Time for Fiscal Year 2018/19 and Rescind Resolution 1350-2017

## RECOMMENDATION

Approve Resolution 1391-2018 Approving the Billable Rate for staff time for the fiscal year 2018/19 Rescinding Resolution 1350-2017

## BACKGROUND AND DISCUSSION

From time to time the City is involved in various activities and projects that require cost recovery for staff time spent on behalf of a customer. In these circumstances the City prepares an invoice detailing all direct and indirect costs incurred by the City. The City bills for staff time actually spent, which is calculated using the employee's salary, benefits, and an overhead rate by department.

A billable rate for each employee for the fiscal year of 2018/19 has been calculated using the following formula:

*Total Billable Rate*: Hourly Rate + (Hourly Rate x City's Average Benefit Cost %) + Overhead

The result of the formula is a billable rate that allows the City to recover all costs associated with staff time.

*Hourly Rate*: Depending on employee classification the **hourly rate** is set by various employee contract agreements and is based on classification and step.

*Benefit Cost %:* Total Benefits ÷ (Total Salary + Total Benefits)

Overhead Expense**: Total Overhead by Department ÷ Total Department Labor hours

The billable rates are shown in the following chart:

| Billable Burdened Rates<br>Resolution No. 1391-2018 | | | | |
|---|---|---|---|---|
| TITLE | HOURLY RATE | AVG. BENEFIT COST % | OVERHEAD COST PER LABOR HOUR | HOURLY RATE CHARGE |
| City Clerk | 29.03 | 36% | 19.37 | 58.84 |
| City Manager | 54.51 | 36% | 21.54 | 95.67 |
| Community Development Director | 41.16 | 36% | 10.35 | 66.33 |
| Finance Director | 34.41 | 36% | 6.79 | 53.60 |
| Accountant II | 26.56 | 36% | 6.79 | 42.92 |
| Fiscal Assistant I | 14.38 | 36% | 6.79 | 26.36 |
| Senior Fiscal Assistant | 20.81 | 36% | 6.79 | 35.10 |
| Chief of Police | 40.57 | 36% | 8.30 | 63.47 |
| Police Sergeant | 29.16 | 36% | 8.30 | 47.96 |
| Police Officer | 23.65 | 36% | 8.30 | 40.46 |
| Police Officer | 22.29 | 36% | 8.30 | 38.62 |
| Police Officer | 21.01 | 36% | 8.30 | 36.88 |
| Records Technician | 17.41 | 36% | 8.30 | 31.97 |
| Wastewater Superintendent | 26.31 | 36% | 11.87 | 47.64 |
| Wastewater Superintendent Trainee | 23.65 | 36% | 11.87 | 44.03 |
| Water/Roads Superintendent | 34.97 | 36% | 11.87 | 59.43 |
| Wastewater Treatment Operator I | 17.47 | 36% | 11.87 | 35.62 |
| Wastewater Treatment Operator II | 19.22 | 36% | 11.87 | 38.00 |
| Utility Worker I | 14.83 | 36% | 11.87 | 32.03 |
| Utility worker II | 15.38 | 36% | 11.87 | 32.78 |
| Public Works Leadman | 16.67 | 36% | 11.87 | 34.54 |

**ATTACHMENT**

- Resolution 1391-2018 approving the billable rate for staff time for the fiscal year 2018/19

***Overhead expenses are all costs on the income statement except for direct labor, direct materials, and direct expenses. Overhead expenses include advertising, insurance, interest, legal fees, labor burden, rent, general maintenance and repairs, supplies, taxes, telephone bills, travel expenditures, and utilities.*

**RESOLUTION NO. 1391-2018 CITY OF RIO DELL**
**APPROVING THE BILLABLE RATES FOR STAFF TIME**
**FOR FISCAL YEAR 2018/19**
**AND RESCINDING RESOLUTION 1350-2017**

**WHEREAS**, the California Constitution Article XI, 7 grants Cities the authority to enforce all local ordinances and regulations not in conflict with general laws; and

**WHEREAS,** the City has further authority to charge regulatory fees to cover the cost of regulatory programs, and user fees to limited to the cost of providing service, and

**WHEREAS,** the City from time to time must recover the cost of labor and operating expenses; and

**NOW THEREFORE BE IT RESOLVED**, that the City of Rio Dell City Council does hereby adopt the following billable rates for staff time to ensure cost recovery on various projects as follows:

| Billable Burdened Rates<br>Resolution No. 1391-2018 | | | | |
|---|---|---|---|---|
| TITLE | HOURLY RATE | AVG. BENEFIT COST % | OVERHEAD COST PER LABOR HOUR | HOURLY RATE CHARGE |
| City Clerk | 29.03 | 36% | 19.37 | 58.84 |
| City Manager | 54.51 | 36% | 21.54 | 95.67 |
| Community Development Director | 41.16 | 36% | 10.35 | 66.33 |
| Finance Director | 34.41 | 36% | 6.79 | 53.60 |
| Accountant II | 26.56 | 36% | 6.79 | 42.92 |
| Fiscal Assistant I | 14.38 | 36% | 6.79 | 26.36 |
| Senior Fiscal Assistant | 20.81 | 36% | 6.79 | 35.10 |
| Chief of Police | 40.57 | 36% | 8.30 | 63.47 |
| Police Sergeant | 29.16 | 36% | 8.30 | 47.96 |
| Police Officer | 23.65 | 36% | 8.30 | 40.46 |
| Police Officer | 22.29 | 36% | 8.30 | 38.62 |
| Police Officer | 21.01 | 36% | 8.30 | 36.88 |
| Records Technician | 17.41 | 36% | 8.30 | 31.97 |
| Wastewater Superintendent | 26.31 | 36% | 11.87 | 47.64 |
| Wastewater Superintendent Trainee | 23.65 | 36% | 11.87 | 44.03 |
| Water/Roads Superintendent | 34.97 | 36% | 11.87 | 59.43 |
| Wastewater Treatment Operator I | 17.47 | 36% | 11.87 | 35.62 |
| Wastewater Treatment Operator II | 19.22 | 36% | 11.87 | 38.00 |
| Utility Worker I | 14.83 | 36% | 11.87 | 32.03 |
| Utility worker II | 15.38 | 36% | 11.87 | 32.78 |
| Public Works Leadman | 16.67 | 36% | 11.87 | 34.54 |

**PASSED AND ADOPTED** by the City of Rio Dell on this 5th day of June, 2018.

Ayes:
Noes:
Abstain:
Absent:

Frank Wilson, Mayor

ATTEST:

Karen Dunham, City Clerk

*675 Wildwood Avenue*
*Rio Dell, CA 95562*

| | |
|---|---|
| TO: | Mayor and Members of the City Council |
| FROM : | Karen Dunham, City Clerk |
| THROUGH: | Kyle Knopp, City Manager |
| DATE: | June 5, 2018 |
| SUBJECT: | Resolution No. 1393-2018 - Designation of Voting Delegate for League of California Cities |

**RECOMMENDATION**

Approve Resolution No. 1393-2018 designating Mayor Pro Tem Gordon Johnson as the voting delegate and Councilmember Debra Garnes as alternate voting delegate for the League of California Cities 2018 Annual Conference.

**BUDGETARY IMPACT**

None

**BACKGROUND AND DISCUSSION**

The League's 2018 Annual Conference is scheduled for September 12-14, 2018 in Long Beach, CA. An important part of the conference is the Annual Business Meeting, scheduled for Friday, September 14, at such time, the League membership considers and takes action on resolutions that establish League policy.

In order for the City's representative(s) to vote at the Annual Business Meeting, a voting delegate and alternate must be designated by the City Council in the form of a Resolution. A copy of the completed Voting Delegate Form along with a copy of the adopted resolution must be returned to the League's office prior to August 31, 2018 to allow the League staff time to establish voting delegate/alternate records prior to the conference.

**ATTACHMENTS:**

Resolution No. 1393-2018

**RESOLUTION NO. 1393-2018**
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIO DELL DESIGNATING A VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES 2018 ANNUAL CONFERENCE**

**WHEREAS**, the League of California Cities bylaws requires the governing body to designate the City's voting delegate and up to two alternates; and

**WHEREAS**, Mayor Pro Tem Gordon Johnson was previously appointed by the City Council as representative to the League of California Cities with Councilmember Debra Garnes appointed as the alternate.

**NOW, THEREFORE**, the City Council of the City of Rio Dell does hereby resolve that ***Gordon Johnson, Mayor Pro Tem,*** is hereby appointed to serve as the City's voting delegate at the League of California Cities Annual Conference on September 12-14, in Long Beach, California. ***Councilmember Debra Garnes*** is hereby appointed as the alternate voting delegate.

**I HEREBY CERTIFY** that the foregoing Resolution was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the 5th day June, 2018 by the following vote:

**AYES:**
**NOES:**
**ABSENT:**
**ABSTAIN:**

_____
Frank Wilson, Mayor

**ATTEST:**

_____
Karen Dunham, City Clerk

LEAGUE® OF CALIFORNIA CITIES

**CITY:** Rio Dell

**2018 ANNUAL CONFERENCE**
**VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note**: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: Gordon Johnson

Title: Mayor Pro Tem

**2. VOTING DELEGATE - ALTERNATE**

Name: Debra Garnes

Title: Council Member

**3. VOTING DELEGATE - ALTERNATE**

Name: _____

Title: _____

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: Karen Dunham E-mail dunhamK@cityofriodell.ca.gov

Mayor or City Clerk (circle one) Karen Dunham (signature) Phone: (707) 764-3532

Date: 6-5-18

**Please complete and return by Friday, August 31, 2018**

League of California Cities
**ATTN: Kayla Curry**
1400 K Street, 4th Floor
Sacramento, CA 95814

**FAX: (916) 658-8240**
E-mail: kcurry@cacities.org
(916) 658-8254

# City of Rio Dell
## Check Listing for City Council Meeting

| Ref# | Date | Vendor | Description | Amount |
|---|---|---|---|---|
| 6785 | 4/05/2018 | [0576] 101 AUTO PARTS | CHARGER ND 30; ADAPTER FUSE FUSE<br>FOUR FLAP DISCS & CUP BRUSH FOR TRAILER<br>LAMPS FOR TRAILER<br>FUEL FILTER & 3 LAMPS FOR 1995 FORD F-350 TRUCK<br>STEERING STABILIZER; FILTERS; 15W40 OIL FOR DUMP TRUCK<br>TWO CLEVIS SLIP HOOKS | 497.94 |
| 6786 | 4/05/2018 | [6038] ACCURATE TERMITE & PEST SOLUTIONS | BI-MONTHLY PEST CONTROL AT 675 WILDWOOD AVE | 105.00 |
| 6787 | 4/05/2018 | [5235] ADVANTAGE FINANCIAL SERVICES | DOCSTAR USER LICENSES & SYSTEM SOFTWARE | 193.00 |
| 6788 | 4/05/2018 | [2224] AQUA BEN CORPORATION | HYDROFLOC 750L 55 GAL DRUM | 827.04 |
| 6789 | 4/05/2018 | [6394] CABALLERO, CRYSTAL | CUSTOMER DEPOSIT REFUND | 40.10 |
| 6790 | 4/05/2018 | [4603] CALIF. BUILDING STANDARDS COMMISSION | PERMIT ASSESSMENT FEES FOR JANUARY THROUGH MARCH 2018 | 13.50 |
| 6791 | 4/05/2018 | [2273] CALIFORNIA RURAL WATER ASSOCIATION | WATER TREATMENT CERTIFICATION REVIEW GRADES 1-2 CLASS | 250.00 |
| 6792 | 4/05/2018 | [6461] COMCATE | CODE ENFORCEMENT IMPLEMENTATION 4/1/18 - 6/30/18 | 1,306.00 |
| 6793 | 4/05/2018 | [3461] CRIMESTAR CORPORATION | RECORDS MANAGEMENT SYSTEM ANNUAL SUPPORT FEE PER LICENSE | 900.00 |
| 6794 | 4/05/2018 | [5127] DELTA DENTAL | DENTAL INSURANCE FOR MAY 2018 | 1,814.80 |
| 6795 | 4/05/2018 | [2342] DEPT OF CONSERVATION DIVISION OF ADMIN. | STRONG MOTION INSTRUMENTATION & SEISMIC HAZARD MAPPING FEE FOR JANUARY THROUGH MARCH 2018 | 30.57 |
| 6796 | 4/05/2018 | [5568] DIVISION OF THE STATE ARCHITECT | DISABILITY ACCESS & EDUCATION FEES FOR JANUARY THROUGH MARCH 2018 | 5.20 |
| 6797 | 4/05/2018 | [6197] FINETHY, SHANE & SIMON | CUSTOMER DEPOSIT REFUND | 85.37 |
| 6798 | 4/05/2018 | [5052] GHD, INC | ENGINEERING SERVICES FOR PA&ED FOR THE STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT<br>ENGINEERING SERVICES FOR STREETS SAFETY IMPROVEMENT & COMMUNITY OUTREACH PROJECT | 7,575.75 |
| 6799 | 4/05/2018 | [2437] HACH | ELECTROLYTE, CLF10sc(FREE); TEST KIT; ELECTROLYTE CLT10sc(TOTAL); TBG, POLY; 4 EA SPLIT RING, AMPEROMETRIC CHLORINE SENSORS; 4 EA FITTING, SPEED FIT; SEALING HUB; 4 EA O-RINGS | 456.56 |
| 6800 | 4/05/2018 | [6410] HUMBOLDT LODGING ALLIANCE | ADDITIONAL BALANCE DUE FOR HCTBID ASSESSMENT FEE FOR JULY - DECEMBER 2017 | 1,042.53 |
| 6801 | 4/05/2018 | [2551] MIRANDA'S ANIMAL RESCUE | ANIMAL CONTROL FOR MARCH 2018 | 1,000.00 |
| 6802 | 4/05/2018 | [2570] NILSEN COMPANY | 315 40# BAGS SOLAR SALT | 1,663.12 |
| 6803 | 4/05/2018 | [4393] NYLEX.net. Inc. | MONTHLY MAINTENANCE FOR APRIL 15 THROUGH MAY 15, 2018 | 1,140.00 |
| 6804 | 4/05/2018 | [3343] PITNEY BOWES RESERVE ACCOUNT | POSTAGE PURCHASE FOR RESERVE | 400.00 |
| 6805 | 4/05/2018 | [5973] PRECISION INTERMEDIA | MONTHLY WEB HOSTING FEE FOR APRIL | 30.00 |
| 6806 | 4/05/2018 | [6190] R.F. MACDONALD CO | REPAIRS TO FULTON THERMAL FLUID BOILER | 2,990.00 |
| 6807 | 4/05/2018 | [6349] RECOLOGY EEL RIVER | GARBAGE BAGS FOR MARCH 2018 | 389.65 |
| 6808 | 4/05/2018 | [2657] RIO DELL EMPLOYEES ASSOC | DUES FOR QUARTER ENDING 3/31/18 | 62.00 |
| 6809 | 4/05/2018 | [2659] RIO DELL PETTY CASH | 16 BOLTS | 6.73 |
| 6810 | 4/05/2018 | [6333] RONDEAU, THOMAS | CUSTOMER DEPOSIT REFUND | 128.11 |
| 6811 | 4/05/2018 | [6464] SAFEGUARD | BANK CHECKS | 65.99 |
| 6812 | 4/05/2018 | [4525] SHERLOCK RECORDS MGMT | STORAGE SERVICE FOR MARCH 2018 | 101.60 |
| 6813 | 4/05/2018 | [2710] STARPAGE | PAGING SERVICE 4/1/18 - 4/30/18 | 12.95 |
| 6814 | 4/05/2018 | [5108] WAHLUND CONSTRUCTION INC. | PAY REQUEST #12 COVERS COST OF CHANGE ORDER# 7<br>PAY REQUEST #11 CONSTRUCTION COMPLETE COVERS COST OF 5% RETENTION<br>PAY REQUEST #13 COVERS COSTS OF CHANGE ORDER # 7-8 | 75,645.09 |
| 6815 | 4/05/2018 | [6037] WELLS FARGO VENDOR FIN SERV | KYOCERA COPIER PAYMENT FOR APRIL | 534.58 |
| 681 | 4/05/2018 | [6466] BCR ENVIRONMENTAL CORP | SLUDGE DRYER REPAIR & SERVICING | 5,993.76 |
| 681 | 4/12/2018 | [6117] A-1 CLEANING SERVICE, LLC | MONTHLY CLEANING SERVICE FOR MARCH 2018 | 450.32 |

# City of Rio Dell
## Check Listing for City Council Meeting

| Ref# | Date | Vendor | Description | Amount |
|---|---|---|---|---|
| 6818 | 4/12/2018 | [6038] ACCURATE TERMITE & PEST SOLUTIONS | MONTHLY RODENT CONTROL AT 475 HILLTOP DR | 170.00 |
| 6819 | 4/12/2018 | [5381] ALTERNATIVE BUSINESS CONCEPTS | MONTHLY MAINTENANCE & COPIER CHARGES FOR MARCH | 389.76 |
| 6820 | 4/12/2018 | [3975] AT&T - 5709 | FAX LINE EXPENSES FOR MARCH 2018 | 29.01 |
| 6821 | 4/12/2018 | [2293] CITY OF FORTUNA | PRE-EMPLOYMENT FINGERPRINTING FOR FISCAL ASSISTANT I<br>POLICE DISPATCH SERVICE FOR APRIL 2018<br>LAB TESTING FOR JANUARY THROUGH MARCH 2018 | 4,460.00 |
| 6822 | 4/12/2018 | [2303] COAST CENTRAL CREDIT UNION | POA DUES FOR PPE 3/30/18 | 90.00 |
| 6823 | 4/12/2018 | [2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE | FINGERPRINT APPS; FINGERPRINT-FBI | 98.00 |
| 6824 | 4/12/2018 | [5687] ENGINEERED FIRE SYSTEMS, INC. | PLAN REVIEW FOR 901 HILDA COURT | 100.00 |
| 6825 | 4/12/2018 | [5177] AUSTIN H EVANS | FUEL REIMBURSEMENT FOR EQUIPMENT PICKUP IN FAIRFIELD | 90.00 |
| 6826 | 4/12/2018 | [2396] FERNBRIDGE TRACTOR & EQUIPMENT CO. INC. | REPAIR & SERVICE GATOR | 367.25 |
| 6827 | 4/12/2018 | [2405] FORTUNA ACE HARDWARE | USB DRIVE; BUSHING 40 PVC3<br>THREE GAL DISTILLED WATER | 18.83 |
| 6828 | 4/12/2018 | [5052] GHD, INC | ENGINEERING SERVICES FOR METROPOLITAN REDEVELOPMENT - CONSTRUCTION PHASE<br>ENGINEERING SERVICES FOR WATER TREATMENT PLANT BACKWASH DRAIN REALIGNMENT PROJECT<br>ENGINEERING SERVICES FOR DRINKING WATER INFRASTRUCTURE IMPROVEMENT FUNDING, PLANNING & DESIGN PROJECT<br>ENGINEERING SERVICES FOR ROADS & TRAILS: TAC MEETINGS & TRANS PLANNING | 5,002.30 |
| 6829 | 4/12/2018 | [2437] HACH | aa REAGENT SET, CHLORINE FREE CL17 | 201.16 |
| 6830 | 4/12/2018 | [4099] HARPER MOTORS | SERVICE ENGINE THROTTLE FOR 2008 FORD F-250 TRUCK | 570.34 |
| 6831 | 4/12/2018 | [2521] LEAGUE OF CALIF. CITIES | MEMBERSHIP DUES FOR CALENDAR YEAR 2018 | 2,487.00 |
| 6832 | 4/12/2018 | [4908] MITCHELL BRISSO DELANEY & VRIEZE | LEGAL SERVICES FOR MARCH 2018<br>LEGAL SERVICES FOR MARCH 2018<br>LEGAL SERVICES FOR MARCH 2018<br>LEGAL SERVICES FOR MARCH 2018<br>LEGAL SERVICES FOR MARCH 2018<br>LEGAL SERVICES FOR MARCH 2018 | 2,621.34 |
| 6833 | 4/12/2018 | [5934] NORTH COAST JOURNAL | EMPLOYMENT ADVERTISEMENT FOR UTILITY WORKER I/II THROUGH ONLINE PORTAL SITE<br>EMPLOYMENT ADVERTISEMENT FOR UTILITY WORKER I/II<br>EMPLOYMENT ADVERTISEMENT FOR UTILITY LEAD THROUGH ONLINE PORTAL SITE<br>EMPLOYMENT ADVERTISEMENT FOR UTILITY LEAD | 260.00 |
| 6834 | 4/12/2018 | [2569] NORTH COAST LABORATORIES, INC. | 1,2,3-TRICHLOROPROPANE | 675.00 |
| 6835 | 4/12/2018 | [4338] QUILL CORPORATION | LASER BUSINESS CARD STOCK; SAMSUNG TONER CARTRIDGE; ONE CASE 2 PLY CASH REGISTER PRINT ROLLS; EPSON CASH REGISTER RIBBONS | 257.15 |
| 6836 | 4/12/2018 | [2664] ROGERS MACHINERY INC | GORMAN RUPP PUMP AIR RELEASE VALVE | 994.64 |
| 6837 | 4/12/2018 | [2682] SMALL CITIES ORGANIZED RISK EFFORT (SCORE) | QUARTERLY PREMIUM FOR WORKER'S COMPENSATION INSURANCE 4/1/18 - 6/30/18 | 19,878.77 |
| 6838 | 4/12/2018 | [2319] SUDDENLINK | MONTHLY BROADBAND, INTERNET & PHONE SERVICE 4/10/18 - 5/9/18 | 832.71 |
| 6839 | 4/12/2018 | [3829] TELSTAR INSTRUMENTS, INC | PARTS & CT-100 OSG SERVICE FOR CHLORINE GENERATOR<br>PARTS FOR CHLORINE GENERATOR<br>HMI 6" TOUCH SCREEN INCLUDING PROGRAMMING FOR CHLORINE GENERATOR | 11,589.84 |
| 6840 | 4/12/2018 | [6454] US DEPARTMENT OF EDUCATION | WAGE GARNISHMENT FOR PPE 3/30/18 | 223.99 |
| 6841 | 4/12/2018 | [2481] VANTAGEPOINT TRANSFER AGENTS-304361 | RETIREMENT FOR PPE 3/30/18 | 5,092.18 |
| 684 | 4/12/2018 | [2779] WILDWOOD SAW | 12 HOSE CLAMPS; 2 FUEL LINES | 11.26 |
| 684 | 4/12/2018 | [5360] XYLEM WATER SOLUTIONS USA, INC. | FLYGT SUBMERSIBLE INFLUENT PUMP | 29,059.75 |

# City of Rio Dell
## Check Listing for City Council Meeting

| Ref# | Date | Vendor | Description | Amount |
|---|---|---|---|---|
| 6844 | 4/18/2018 | [2237] BANK OF AMERICA BUSINESS CARD | COSTCO - LANDSCAPE FABRIC | 3,150.79 |
| | | | WQI - WASTEWATER TRAINING | |
| | | | DOLLAR GENERAL - OFFICE SUPPLIES | |
| | | | LODGING FOR COUNCIL MEMBER TO ATTEND LCC MEETING | |
| | | | ADOBE PRO DC MONTHLY SUBSCRIPTION | |
| | | | LOST COAST OUTPOST - EMPLOYMENT ADVERTISEMENT FOR UTILITY I/II & UTILITY LEAD | |
| | | | CRAIGLIST - EMPLOYMENT ADVERTISEMENT FOR FISCAL ASSISTANT I/II | |
| | | | CRAIGSLIST - EMPLOYMENT ADVERTISIEMENT FOR UTILITY I/II & UTILITY LEAD | |
| | | | ROOT 101 - ECOPLUS ECO 396 FIXED FLOW SUBMERSIBLE/INLINE PUMP | |
| | | | PUREGAS, LLC - HTLS DSCC DRYER | |
| | | | SHELL - TWO BAGS ICE | |
| | | | SHELL - TWO BAGS ICE | |
| | | | COPWARE - COMPLETE HARDCOPY SOURCEBOOK | |
| | | | STAPLES - TWO BOXES WINDOW ENVELOPES WITH RETURN CITY ADDRESS | |
| | | | LODGING TO ATTEND SCORE MEETING | |
| 6845 | 4/18/2018 | [4937] CALIFORNIA DEPARTMENT OF TRANSPORTATION | SIGNALS & LIGHTING BILLING FOR JANUARY 2018 THROUGH MARCH 2018 | 147.40 |
| 6846 | 4/18/2018 | [2273] CALIFORNIA RURAL WATER ASSOCIATION | BALANCE DUE ON WATER TREATMENT CERTIFICATION REVIEW GRADES 1-2 | 100.00 |
| 6847 | 4/18/2018 | [6411] EAGLELIFT, INC. | PMT REQUEST #1 FOR MANHOLE SEALING PROJECT | 28,148.00 |
| 6848 | 4/18/2018 | [2393] FASTENAL COMPANY | REPLACEMENT FOR CHECK #6102 THAT WAS LOST | 354.92 |
| 6849 | 4/18/2018 | [3370] FERGUSON ENTERPRISES, INC | 180' 4X20 SDR35 PVC GJ SWR PIPE | 317.95 |
| 6850 | 4/18/2018 | [2437] HACH | SULFURIC ACID CONC, ACS 2.5L | 90.49 |
| 6851 | 4/18/2018 | [5932] HIGH ROCK CONSERVATION CAMP | BRUSH REMOVAL NORTHWESTERN AVE | 200.00 |
| 6852 | 4/18/2018 | [5942] KEENAN & ASSOCIATES | HEALTH INSURANCE FOR MAY 2018 | 14,656.80 |
| 6853 | 4/18/2018 | [5934] NORTH COAST JOURNAL | EMPLOYMENT ADVERTISEMENT FOR UTILITY LEAD THROUGH ONLINE PORTAL SITE | 260.00 |
| | | | EMPLOYMENT ADVERTISEMENT FOR UTILITY LEAD | |
| | | | EMPLOYMENT ADVERTISEMENT FOR UTILITY WORKER I/II THROUGH ONLINE PORTAL SITE | |
| | | | EMPLOYMENT ADVERTISEMENT FOR UTILITY WORKER I/II | |
| 6854 | 4/18/2018 | [2569] NORTH COAST LABORATORIES, INC. | HALOACETIC ACIDS | 150.00 |
| 6855 | 4/18/2018 | [2603] PG&E | UTILITY EXPENSES FOR MARCH 2018 | 16,206.23 |
| 6856 | 4/18/2018 | [2694] SHELL OIL CO. | PW FUEL EXPENSES FOR MARCH 2018 | 2,294.98 |
| | | | PD FUEL EXPENSES FOR MARCH 2018 | |
| | | | PD FUEL EXPENSES FOR APRIL 2018 | |
| | | | PW FUEL EXPENSES FOR APRIL 2018 | |
| 6857 | 4/18/2018 | [5907] TUFTS POLYGRAPH AND INVESTIGATION | PRE-EMPOLYMENT EXAMINATION & REPORT | 250.00 |
| 6858 | 4/24/2018 | [2303] COAST CENTRAL CREDIT UNION | POA DUES FOR PPE 4/13/18 | 90.00 |
| 6859 | 4/24/2018 | [2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY | LIFE INSURANCE FOR MAY 2018 | 285.00 |
| 6860 | 4/24/2018 | [3782] EUREKA-HUMBOLDT FIRE EXTINGUISHER CO., INC | ANNUAL FIRE EXTINGUISHER MAINTENANCE SERVICE FOR PUBLIC WORKS | 699.37 |
| | | | ANNUAL FIRE EXTINGUISHER MAINTENANCE SERVICE FOR POLICE DEPT & CITY HALL | |
| 6861 | 4/24/2018 | [2394] FEDEX | SHIPPING FOR WASTEWATER SAMPLES | 1,126.55 |
| | | | SHIPPING FOR WASTEWATER SAMPLES | |
| | | | SHIPPING FOR WASTEWATER SAMPLES | |
| | | | SHIPPING FOR WASTEWATER SAMPLES | |
| | | | SHIPPING FOR WASTEWATER SAMPLES | |
| 686 | 4/24/2018 | [2405] FORTUNA ACE HARDWARE | PAINT BRUSH & DUCT TAPE | 13.00 |

# City of Rio Dell
## Check Listing for City Council Meeting

| Ref# | Date | Vendor | Description | Amount |
|---|---|---|---|---|
| 6863 | 4/24/2018 | [4099] HARPER MOTORS | 2014 FORD EXPLORER OIL CHANGE; SEAT BELT REPLACEMENT; EMMISIONS LIGHT; RECALLS WARRANTY WORK | 561.69 |
| 6864 | 4/24/2018 | [5704] JAMES, WARDEN & CAROLYN | CUSTOMER DEPOSIT REFUND | 120.12 |
| 6865 | 4/24/2018 | [5934] NORTH COAST JOURNAL | EMPLOYMENT ADVERTISEMENT FOR UTILITY WORKER I/II<br>EMPLOYMENT ADVERTISEMENT FOR UTILITY WORKER I/II THROUGH ONLINE PORTAL SITE<br>EMPLOYMENT ADVERTISEMENT FOR UTILITY LEAD THROUGH ONLINE PORTAL SITE<br>EMPLOYMENT ADVERTISEMENT FOR UTILITY LEAD | 260.00 |
| 6866 | 4/24/2018 | [2569] NORTH COAST LABORATORIES, INC. | HALOACETIC ACIDS<br>COLIFORM QUANTI-TRAY | 210.00 |
| 6867 | 4/24/2018 | [4629] OLKIN & JONES, DRS | PRE EMPLOYMENT TESTING FOR FISCAL ASSISTANT I | 135.00 |
| 6868 | 4/24/2018 | [2595] PALCO PHARMACY | ENERGIZER BATTERIES | 30.13 |
| 6869 | 4/24/2018 | [6454] US DEPARTMENT OF EDUCATION | WAGE GARNISHMENT FOR PPE 4/13/18 | 195.92 |
| 6870 | 4/24/2018 | [2481] VANTAGEPOINT TRANSFER AGENTS-304361 | RETIREMENT FOR PPE 4/13/18 | 5,126.70 |
| 6871 | 4/24/2018 | [5166] VSP-VISION SERVICE PLAN | VISION INSURANCE FOR MAY 2018 | 304.97 |
| 6872 | 4/24/2018 | [2772] WENDT CONSTRUCTION, INC | 12 TONS 1/4 TON RIP RAP DELIVERED | 480.00 |
| **Total Checks/Deposits** | | | | **267,293.55** |

| | | | | |
|---|---|---|---|---|
| 355-520 | 4/09/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR EDD PAYROLL TAXES FOR PPE 03/30/2018 | 2,166.79 |
| 481579 | 4/09/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR EFTPS PAYROLL TAXES FOR PPE 03/30/2018 | 11,548.72 |
| 089-280 | 4/16/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR EDD PAYROLL TAXES FOR FINAL PAYCHECK 04/13/2018 | 34.73 |
| 3698918 | 4/16/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR EFTPS FOR PAYROLL TAXES FINAL PAY CHECK 4/13/2018 | 433.62 |
| 9424168 | 4/16/2018 | WITHDRAWAL | BANK ANALYSIS FEE FOR APRIL 2018. | 22.29 |
| 82847 | 4/17/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR AFLAC INSURANCE FOR APRIL 2018. | 138.66 |
| 711-872 | 4/23/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR EDD PAYROLL TAXES FOR PPE 04/13/2018 | 1,735.62 |
| HD44FZ36657 | 4/23/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR STATE DISBURSEMENT OF SUPPORT FOR PPE 4/13/2018. | 173.07 |
| 5779047 | 4/23/2018 | ELECTRONIC FUNDS TRANSFER | EFT FOR EFTPS PAYROLL TAXES FOR PPE 04/13/2018 | 9,860.16 |
| **Total EFT's/Bank Withdrawals** | | | | **26,113.66** |

| | | | | |
|---|---|---|---|---|
| TRX TO PR | 4/03/2018 | TRANSFER FROM CHECK TO PAYROLL ACCOUNT | TRANSFER TO PAYROLL ACCOUNT FOR PPE 03/30/2018 | 30,674.88 |
| TRX TO PR | 4/13/2018 | TRANSFER FROM CHECK TO PAYROLL ACCOUNT | TRANSFER TO PAYROLL ACCOUNT FOR PPE 04/13/2018 FINAL PAY CHECK | 1,891.36 |
| TRX TO PR | 4/17/2018 | TRANSFER FROM CHECK TO PAYROLL ACCOUNT | TRANSFER TO PAYROLL ACCOUNT FOR PPE 04/13/2018 | 27,166.88 |
| **Total Transfer Between Accounts** | | | | **59,733.12** |

## Staff Update – 06/05/18

City Manager

- May 21-June 1, 2018 – On much deserved vacation

City Clerk

- Processed six (6) Building Permits:

    1. 397 Pacific Ave. – Furnace
    2. 1041 Riverside Dr. – Re-Roof
    3. 502 A. Wildwood Ave. – Re-Roof/Water Heater
    4. 165 ½ Sequoia Ave. – Upgrade Barn Foundation
    5. 91 Ogle Ave. – Residential Remodel
    6. 1264 Riverside Dr. – Tankless Water Heater

- Processed Encroachment Permit for PG&E for replacement of anchor on Edwards Dr.
- Worked with Nylex to set up procedures for audio recording of public meetings.
- Scheduled Recology Eel River Rate Adjustment hearing for June 19 meeting.
- Contacted Redwood Glass on May 24 regarding some loose edging around the window frames on the new windows on the front of City Hall. They were on site within "5" minutes to fix the problem.
- The Eagle Prairie Arts District (EPAD) is seeking donations to help fund Arts on the Avenue and other community events (correspondence attached).
- A big "thank you" goes out to Julie Woodall for her generous donation of Petunias seen outside City Hall and other flowers throughout town.

Community Development Department

**Week of May 21, 2018**

- Inspection 168 S. Sequoia: New furnace
- Inspection 91 Ogle Avenue: remodel, electrical, plumbing, mechanical
- Work on Housing Element. Call to Marcella @ HCAOG regarding RHNA process.
- Planning Commission Meeting for Wendt Construction Lot Line Adjustment, Rio Dell Holdings Minor Subdivision, Mountain Investments Conditional Use Permits for Design Review and Cannabis Activity Permits.
- Complete PC's record of action and approval packages for approved projects at the Planning Commission meeting.
- Site visit Glenn White Project. Meet with Darrin Thompson, metal frame building General Contractor for Building 3.
- Meeting with new owner of Mozzetti Ranch, discussed allowed and possible uses.

- Correspond with the Bureau of Cannabis Control regarding Glenn White's temporary approval.

**Week of May 28, 2018**

- Inspection 11281 Blue Slide Road: New furnace and hot water heater
- Participated in CalOrigin webex discussion/meeting.
- Meeting with Jeremy Nadel regarding assuming Wendt Construction – GreenHeart Enterprises project at the Humboldt Rio Dell Business Park.
- Review revisions to Traffic Study, update owner/project information. Discuss methodology for determining ADT.
- Inspection 88 Dixie Street: New 200 amp panel.
- Refer Humboldt Brand Project.
- Reviewed CDBG Self-Certification requirements for ABR Project. Basically a survey of those who use the ramp.
- Review CDBG Grant Management Manual regarding Income Survey.
- Reviewed Electrical Code regarding AFCI breaker requirements.
- Email, phone call from Chris Dart (DANCO) regarding senior housing project and funding. Now will be a "family" project. Review site plan, discuss Design Review, parking regulations. Chris feels confident project will get funded.

Finance Department

- CalOrigin Training and Monitoring
- New Hire Activities
- May Utility Billing
- On-going Training for new Fiscal Assistant I
- Budget Document Finalization
- On-going A/P, P/R, G/L and accounting activities
- Collections for past due accounts

Water Department

1. Water Operations and Sampling– Infiltration Gallery (Wells Off)
2. Work on Rio Dell System # 1210012 Annual Water Report. (Completed)
3. Work on 2017 Consumer Confidence report. (Completed. Mailing out in June )
4. Grounds Maintenance at Water Facilities.
5. Work on Meter Reading system and resolve issues with Hand held reader. (Ongoing 5/31/18)
6. General Work orders for Public Works Dept.
7. Work throughout city on Roadways Mowing and Weed eating and finish up on some Drainage projects.)
8. Inspections on Drainage Culvert replacement projects on Pacific / Belleview and Spring /Belleview.
9. Coordinate with Apply-A-Line on Street Striping.
10. Water Meter Reading
11. Water Meter Shutoffs

Wastewater Department

**May 9th- May 25th**

- Final repairs have been made to the chlorine generation system as of may 24th. Repairs to this system include:

    1. Bellows pump replacement.
    2. New Generator cell in place.
    3. Replacement of corroded wire terminal boxes.
    4. Further plumbing repairs on existing leak trouble spots.
    5. Further training to staff on cell maintenance.
    6. Implementation of cell maintenance log

Final analysis of repairs:

1. Salt cost reduction of 65% per year. A cost savings of roughly 7,000 dollars annually on salt alone. Lower energy costs to produce chlorine and staff time will like yield greater savings.
2. Chronic testing results done yearly will likely see better results on certain constituents that are susceptible to water that has a high salt content. Potentially lowering laboratory testing costs.
3. Staff now have a full understanding of what it takes to run and sustain the system in both long and short term corrective actions.

- Staff will be looking to start the biding process for manhole repairs this summer.
- Yearly maintenance of polymer system on belt press.
- Further repairs to painter street lift station with the addition of a self-priming valve. Repairs are ongoing but staff believes they are narrowing in on the completion of project.
- Wastewater staff has also been assisting with some of the basic public works services such as; weed eating, mowing, patching and meter reading.

Police Department

- Officer Ray Brady has confirmed that he will be leaving the Rio Dell Police Department to take employment with the Willits Police Department. His last day of work will be June 5, 2018. Officer Evie Valk is also leaving the Rio Dell Police Department. She is going to be taking a job with the Blue Lake Rancheria Police Department. Her last day of work will be June 9, 2018. The loss of these two officers will likely mean that the Police Department's hours of operation will be reduced until additional officers can be hired and trained.

- On May 25, 2018, officers of the department served a search warrant in regards to the stabbing that took place on the Eagle Prairie Bridge on May 15, 2018. A suspect has been identified, however, no arrests have been made. Some of the evidence gathered will be turned over to the California Department of Justice Laboratory in Eureka for further analysis. The Rio Dell Police Department is continuing to assist the Humboldt County Sheriff's Department in the investigation of this crime.

- On May 26, 2018, officers from the Rio Dell Police Department, the Fortuna Police Department and the Humboldt County District Attorney's Office served a search warrant on 2nd Avenue. One person was arrested on drug related charges.

- During the period of May 9 to May 29, 2018, the Rio Dell Police Department handled 97 calls for service. This generated 35 reports and 18 arrests. During the same time period the Police Department opened 11 cases related to junk or inoperable vehicles in the City. The Department closed six cases in the same time frame. Of the six closed cases, the Department towed five of the vehicles while one was abated by the owner.

*Eagle Prairie Arts District*
*406 Wildwood Ave*
*Rio Dell, Ca 95562*
*(707) 506-5081*
*info.epad12@gmail.com*
*Epadart.org*
*Non Profit # 46-2239947*

CITY OF RIO DELL
MAY 31 2018
RECEIVED

**Request For Emergency Funding**

The Eagle Prairie Arts District ("EPAD") a Ca. 501c(3) non profit organization was formed by three individuals who sought to better their community through building a reputable and lasting art organization in Rio Dell. Formed over 5 years ago, EPAD's mission was to serve the local community, local businesses, and bridge the gap between Rio Dell's local organizations through the universal healing power of art.

During the last five years, EPAD has worked with every organization in the immediate area, as well as many outside organizations. For example:

- EPAD works with the Rio Dell Volunteer Fire Department to host Kids Night during the long running community event "Wildwood Days".
- EPAD has worked with local businesses by bringing free art and family entertainment to Rio Dell during our "Arts on the Avenue" events.
- EPAD has shared space with the Rio Dell/Scotia Chamber of Commerce, and helped them to bring more businesses to Rio Dell by occupying gallery space inside their visitor center.
- EPAD's "Community Gallery", which is the most affordable in the county, helps to keep the Visitor Center open during the summer, and has worked as an open art studio for kids young and old.
- EPAD worked with the City of Rio Dell and the Redwood Art Association to install art pedestals in our center dividers along Wildwood Ave.
- EPAD has worked with both Rio Dell and Scotia schools by holding "Art Night for Kids", and provided Free wall space for students to present their art. EPAD continues to work to bridge the gap left from dwindling school budgets and cuts to art, music, and after school programs.

When asked about the importance of EPAD, local resident, and EPAD member, Rodney Hamilton said "EPAD is such a vital organization to have in Rio Dell, without it, very little would be done for our youth." This has motivated Rodney to involve Amde Hamilton, his father, internationally renowned poet, writer, youth activist, and original Watts Prophet, and other prominent community artists to offer help in expanding EPAD's youth programs into a

full-service "Open Art Clinic" that will provide art instruction, music instruction, poetry, creative writing, graphic arts, and visual and kinesthetic arts to our already popular youth art programs.

Unfortunately, our organization has taken a hit. Without warning, on March 12, 2018 Caltrans closed access to Highway 283, which is the main entrance to Rio Dell for northbound traffic. Caltrans closed the bridge with two weeks warning and has admitted fault in their failure to properly assess the impacts that the bridge closure would have on our downtown.

Though Caltrans is working to mitigate the matter, most of our businesses, five of which just opened their doors in the last month or so, are struggling, and many are about to close.

For EPAD, the situation is dire. EPAD generates its revenue from donations and sponsorships from local businesses and community members. In addition, EPAD hosts a yearly fundraiser called "Art, Brew & BBQ", which is the main funding mechanism for EPAD to continue its programs. We usually raise enough money to pay our rent and insurance for a year. Art, Brew & BBQ generally funds, along with sponsorships, EPAD's summer art series, Arts on the Avenue.

This year, EPAD lost money on the event. We couldn't get the sponsors we needed, the bridge closure also made it seem as though the event was a inconvenience for our local and traveling attendees.

Today, I am writing to you for Help. EPAD has become such an amazing organization and has brought hope to the town of Rio Dell, a hope that didn't exist prior to forming EPAD, and we fear, as the organizations closure becomes more eminent by the day, that hope will fade from our community if EPAD is no longer a part of it.

We are seeking donations as EPAD's financial status has become dire.

Thank you for your time and please feel free to call me with any questions you may have.

Adam Dias

(EPAD President & Founder)

(707) 267-4920

# Eagle Prairie Arts District

406 Wildwood Ave
Rio Dell, Ca 95562
(707) 506-5081
Info.epad12@gmail.com
EIN # 46-2239947

The Eagle Prairie Arts District's (EPAD) mission is to help merge local businesses/ community groups and artists by bringing various types of visual, creative and intergenerational arts to the community.

To achieve our goal, EPAD created Arts on the Avenue (AOTA). Now in its sixth year, AOTA, with the exception of Art, Brew & BBQ, is a free, community art event, held on the second Saturday of the month, running from May - October. We are also opening a free open art clinic for kids. This years AOTA, kicks of with our sixth annual Art, Brew & BBQ fundraiser, which is our main source of funding for the remaining Arts on the Avenues. Your tax deductible donation goes a long way towards helping EPAD to put on Arts on the Avenue, which directly benefits the communities of the Eel River Valley, and the greater Humboldt County area.

Thank you for your sponsorship and support. Once completed, please keep this form letter for your records. This form letter also works as your proof of donation for your taxes.

Business / Donor's Name .....

Donation Amount .....

Date .....

Authorized Representative .....

*675 Wildwood Avenue*
*Rio Dell, CA 95562*

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Karen Dunham, City Clerk

DATE: June 5, 2018

SUBJECT: Ordinance No. 368-2018 and Resolution No. 1392-2018 Related to the Extension of Measure U, the 1% Transactions and Use (Sales) Tax for General Purposes

**RECOMMENDATION**

1. Introduce and conduct first reading (by title only) of Ordinance No. 368-2018 amending Chapter 3.11 of the Rio Dell Municipal Code to extend the one percent (1%) Transaction and Use Tax for General Purposes for a period of five (5) years, with the State Board of Equalization continuing to administer the tax; and

2. Open the public hearing and receive public input, close the public hearing, deliberate; and continue consideration and adoption of the proposed Ordinance to the meeting of June 19, 2018; and

3. Approve Resolution No. 1392-2018 establishing November 6, 2018 as the date for an election on a proposed ballot measure amending Chapter 3.11 of the Rio Dell Municipal Code to extend the one percent (1%) Transaction and Use Tax for general purposes; requesting the County Board of Supervisors to consolidate said election with the Statewide General election, and directing the City Clerk to take any and all actions necessary under law to prepare for and conduct the election.

## BACKGROUND AND DISCUSSION

During the May 15, 2018 City Council meeting, the Council discussed options related to the extension of Measure U, the 1% Transactions and Use Tax approved by the voters in 2014 and standing to expire December 31, 2019. Staff provided a projection indicating the City would return to a deficit in the General Fund by FY 2020/21 without extension of Measure U.

The consensus of the Council was to proceed with a 5-year extension of Measure U and to place it on the November 6, 2018 ballot for voter approval as a General tax. Staff was directed to return with the required agenda items. Included in this packet is the required Ordinance and Resolution prepared by the City Attorney to consolidate the City tax measure with the Statewide General Election, to adopt the language of the tax measure, and to authorize the imposition and administration when approved by the voters. The ordinance will become effective immediately after it is approved by the voters per Government Code section 36937, which provides that "an ordinance takes effect immediately, if it is an ordinance: (a) Relating to an election, and (d) Relating to taxes for the usual and current expenses of the city." The council must vote to propose the ordinance to the voters by a two-thirds vote. Since the measure is a general tax for the City, voter approval occurs with a simple majority, or 50% plus 1.

The timeline for preparing and sending the City Attorney's Impartial Analysis of the local Sales Tax Measure is mid-August.

## ATTACHMENTS:

Resolution No. 1392-2018
Ordinance No. 368-2018

# ORDINANCE NO. 368-2018

## AN ORDINANCE OF THE CITY OF RIO DELL AMENDING CHAPTER 3.11 OF THE RIO DELL MUNICIPAL CODE TO EXTEND THE ONE PERCENT (1%) TRANSACTION AND USE TAX FOR GENERAL PURPOSES WHICH WILL CONTINUE TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, a locally-enacted revenue measure would protect and maintain Rio Dell services because the money is legally required to stay in our community and cannot be taken by the State, providing locally controlled funds for local services; and

WHEREAS, on November 4, 2014, the voters of the City of Rio Dell adopted Ordinance No. 326-2014 (Measure U), approving the imposition of a one-percent transaction and use tax for general purposes;

WHEREAS, the transaction and use tax approved by the voters on November 4, 2014 is scheduled to expire on December 31, 2019, in accordance with Section 3.11.160 of Chapter 3.11 of the Rio Dell Municipal Code, unless an extension is approved by the voters at an election called for that purpose;

WHEREAS, an extension of the City of Rio Dell's transaction and use tax will be submitted to the voters to amend the "Termination Date" of Section 3.11.160 of Chapter 3.11 of the Rio Dell Municipal Code to December 31, 2024; and

WHEREAS, approval of this Ordinance by the voters of the City of Rio Dell would not raise taxes but would extend an existing tax.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIO DELL ORDAINS AS FOLLOWS:

**Section 1. Authority.** The City Council enacts this ordinance in accordance with the authority granted to cities by Article XI, Section 7 of the California Constitution.

**Section 2. Amendment.** The definition of "termination date" in Chapter 3.11 of the Rio Dell Municipal Code is hereby amended to read as follows:

**3.11.160. Termination date.**

The authority to levy the tax imposed by this chapter shall expire on December 31, 2024, unless the Ordinance is extended or repealed by the voters at a subsequent election.

**Section 3. Approval by Voters.** This Ordinance shall be submitted to the voters at an election to be held on November 6, 2018, and shall take effect only if approved by a majority of the qualified voters voting on the measure. Upon approval by a majority of the qualified voters of the City of Rio Dell, the Transaction and Use Tax set forth in Chapter 3.11 of the Rio Dell Municipal Code shall be re-authorized and extended until December 31, 2024. The City Clerk is hereby directed to publish this ordinance at least once, within fifteen (15) days of its adoption, in a newspaper of general circulation published and circulated in the City of Rio Dell.

**Section 4. Severability.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

PASSED AND ADOPTED by the City Council of the City of Rio Dell, State of California, on June 5, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Ordinance No. 368-2018 adopted by the City Council of the City of Rio Dell on June 5, 2018.

_____
Karen Dunham, City Clerk

# RESOLUTION NO. 1392-2018

**A RESOLUTION OF THE CITY OF RIO DELL ESTABLISHING NOVEMBER 6, 2018 AS THE DATE FOR AN ELECTION ON A PROPOSED BALLOT MEASURE AMENDING CHAPTER 3.11 OF THE RIO DELL MUNICIPAL CODE TO EXTEND THE ONE PERCENT (1%) TRANSACTION AND USE TAX FOR GENERAL PURPOSES; REQUESTING THE BOARD OF SUPERVISORS OF HUMBOLDT COUNTY TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION; AND DIRECTING THE CITY CLERK TO TAKE ANY AND ALL ACTIONS NECESSARY UNDER LAW TO PREPARE FOR AND CONDUCT THE ELECTION.**

WHEREAS, a locally-enacted revenue measure would protect and maintain Rio Dell's services because the money is legally required to stay in the City's community and cannot be taken by the State, thereby providing locally controlled funds for local services; and

WHEREAS, on November 4, 2014, the voters of the City of Rio Dell adopted Ordinance No. 326-2014 (Measure U), approving the imposition of a one-percent transaction and use general tax for general;

WHEREAS, the transaction and use tax approved by the voters on November 4, 2014 is scheduled to expire on December 31, 2019 in accordance with Section 3.11.160 of Chapter 3.11 of the Rio Dell Municipal Code, unless an extension is approved by the voters at an election called for that purpose;

WHEREAS, the City Council desires to extend the transaction and use tax until December 31, 2024;

WHEREAS, the Rio Dell City Council is authorized by California Elections Code Section 9222 to place measures before the voters, and the voters of the City of Rio Dell have the authority under Article XIIC Section 2 of the California Constitution to approve general tax proposals, including extensions of a previously approved tax, by majority vote;

WHEREAS, the City Council of the City of Rio Dell desires and intends to have the qualified voters of the City vote upon the question of whether to adopt the proposed ordinance, a copy of which is attached hereto as Attachment "1" and is incorporated herein by reference.

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

1. Recitals, The foregoing recitals are true and correct and are hereby incorporated by reference.

2. Call Election; Placement of Measure on the Ballot. Pursuant to California Constitution Article XIIIC, Section 2; Government Code Section 53724; and Elections Code Section 9222, the City Council of the City of Rio Dell hereby calls an election at which it shall submit to the qualified voters of the City, a measure that, if approved, would extend the currently imposed general transactions and use tax, as authorized by Revenue and Taxation Code Section 7285.9. This measure shall be designated by letter by the Humboldt County Registrar of Voters. Pursuant to Election Code Section 10400 *et seq.*, the election for this measure shall be consolidated with the established election to be conducted on November 6, 2018, and be held and conducted in the manner prescribed by Elections Code Section 10418.

3. Ballot Language. The question to be presented to the voters is as follows:

| | | |
|---|---|---|
| Shall the City of Rio Dell continue to impose a one percent (1.0%) transaction and use tax with all proceeds placed in the City's General Fund to be used for any governmental purpose? The tax authorized by this Ordinance is expected to generate $245,000 in annual revenue and will continue in effect until December 31, 2024. | YES | |
| | NO | |

4. Proposed Ordinance. The ordinance authorizing the general tax to be approved by the voters pursuant to Sections 2 and 3 of the Resolution is as set forth in Attachment 1. The City Council hereby approves the ordinance, and form thereof, and its submission to the voters of the City at the November 6, 2018 election, as required by Revenue and Taxation Code Section 7285.9, subject to the approval of a majority of the voters voting on the measure at the election called by the adoption of this resolution. The entire text of the ordinance, attached hereto as Attachment "1", shall be included in the voters' pamphlet. The ordinance specifies that the rate of the transaction and use tax shall continue to be one percent (1.0%) and be administered by the State Board of Equalization.

5. Publication of Measure. The City Clerk is hereby directed to cause notice of the measure to be published once in the official newspaper of the city of Rio Dell, in accordance with Section 12111 of the Elections Code and Section 6061 of the Government Code.

6. Request to Consolidate and Conduct Election and Canvass Returns.

(a) Pursuant to the requirement of Section 10403 of the Elections Code, the Board of Supervisors of the County of Humboldt is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2018, for the purpose of placing the measure set forth in Sections 3 and 4 on the ballot.
(b) The County of Humboldt Registrar of Voters is authorized to canvass the returns of the municipal election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.
(c) The Board of Supervisors is requested to issue instructions to the Humboldt County registrar of voters take any and all steps necessary for the holding of the consolidated election.
(d) The City of Rio Dell recognizes that additional costs will be incurred by the County of Humboldt by reason of this consolidation and agrees to reimburse the County for any costs.

7. Submission of Ballot Argument and Impartial Analysis.

(a) The submission of ballot arguments for or against the measure shall be conducted pursuant to Election Code sections 9281 through 9287.
(b) The last day for submission of direct arguments for or against the measure shall be by 5:00 p.m., August 15, 2018.
(c) Direct arguments shall not exceed three hundred (300) words and shall be signed by not more than five persons.
(d) The City Attorney shall prepare an impartial analysis of the measure by 5:00pm, August 11, 2018.

8. Effective Date. This Resolution shall become effective immediately upon its adoption and the City Clerk is directed to send certified copies of the Resolution to the Humboldt County Board of Supervisors and the Humboldt County Registrar of Voters.

9. CEQA. The approval of this resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq.,* "CEQA," and 14 Cal. Code Reg. §§ 15000 *et seq.,* "CEQA Guidelines"). The transactions and use (sales) tax to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of

CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have such effect, the City would undertake the required CEQA review for that particular project. Therefore, under CEQA Guidelines section 15060, review under CEQA is not required.

PASSED AND ADOPTED by the City Council of the City of Rio Dell,

State of California, on June 5, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Frank Wilson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No. 1392-2018 adopted by the City Council of the City of Rio Dell on June 5, 2018.

_____
Karen Dunham, City Clerk

*675 Wildwood Avenue*
*Rio Dell, CA 95562-1597*
*(707) 764-5642 Hall*

**For Meeting of: June 5, 2018**
□ Consent Item; ■ Public Hearing Item

To: City Council

From: Jeff Conner, Chief of Police

Through: Kyle Knopp, City Manager

Date: May 27, 2018

Subject: Amendments to the Dog Licensing Regulations, Section 6.05.070 of the Rio Dell Municipal Code.

---

**Recommendation:**

That the City Council:

1. Introduce (first reading) Ordinance No. 369-2018 amending the City's Dog Licensing Regulations, Section 6.05.070 of the Rio Dell Municipal Code; and

2. Open the public hearing, receive public input, and deliberate; and

3. Continue consideration, approval, and adoption of the proposed amendment to your meeting of June 19, 2018.

**Background and Discussion**

There are two main reasons for the licensing of dogs within the City of Rio Dell. The first is to ensure that each dog that resides within the city is vaccinated against rabies. The second is to assist animal control officers to returning stray dogs to their rightful owners. Currently dog licenses expire on July 31st of each year. The proposed changes would change the expiration date of dog licenses to year from the issuance or the expiration of the rabies vaccine, whichever comes sooner. In addition, the license could be extended up to the life of the rabies vaccine certificate. Below are the recommended changes.

**6.05.070 Licenses – Dogs**

(1) Dog Licenses. Every owner of a dog required to be licensed shall procure an animal license for such dog in accordance with the procedure set forth in this chapter.

(2) Dogs Required to Be Licensed. A dog required to be licensed shall be a dog that:

(a) Is over the age of four months; and

(b) Is not in a licensed kennel; and

(c) Has not been in a licensed kennel within 48 hours; and

(d) Has been in the City limits of the City of Rio Dell for 10 days.

(3) Time of Applications, Durations of Licenses, Renewal Notices.

(a) Applications for dog licenses shall be made on or before the first day the dog is required to be licensed pursuant to this chapter. Before any dog is released to a new owner, a completed application form, together with the license fee, shall be submitted by such person.

(b) A license which is initially issued in accordance with this section shall be valid ~~from June 1st of the year issued to July 31st of the following year~~ *for a period of one year from the application date or until the expiration of the rabies vaccination certificate, whichever is less. The license may be extended up to the expiration date of the rabies vaccination certificate for a fee that is equal to one-half of the full fee for each year or partial year following the first. There are no refunds of dog license fees should the dog die or be moved outside of the City of Rio Dell.* The Rio Dell Police Department will make every effort to notify, via mail, the owners of previously licensed dogs, *approximately* 30 days prior to expiration that license fees are due.

(4) Preparation of Forms and Tags. The Chief of Police is hereby authorized and directed to have prepared suitable application forms for dog licenses as provided in this section and license tags to be issued to the owners of dogs.

(5) License Applications. The license application shall bear the name (if any), age, sex, color, breed, previous rabies vaccination date, and subsequent revaccination date of the dog for which the license is applied.

(6) Fee. The amount of the annual dog license fee shall be set by resolution of the City Council of the City of Rio Dell; provided, however, if a certificate is presented from a licensed veterinarian that the dog has been either spayed or neutered, or if the veterinarian has on file an affidavit stating that the animal has been spayed or neutered and that examination by the veterinarian discloses no evidence to the contrary, the fee shall be one-half the regular set fee.

(7) Penalties.

(a) The owner of any dog required to be licensed who fails to procure and pay for such license as required by this chapter shall pay, in addition to the established license fee, a penalty as established by the City Council of the City of Rio Dell.

(b) The owner of any dog required to be licensed pursuant to this chapter for the year immediately preceding the year in which an application for a dog license is filed who failed to obtain a license for such dog for such year shall pay, in addition to any other license fee or penalty, a penalty set by resolution by the City Council of the City of Rio Dell.

(8) Exceptions from Penalties. The penalty provided for in this chapter for failing to license a dog shall not apply to the owner of a dog required to be licensed which has not been subject to the licensing requirement for more than 30 days; or in the case of a dog that had not been

licensed during the preceding year, the penalty shall not apply if the dog had not been subject to the licensing requirement for 30 days the immediately preceding year.

(9) Seeing-Eye Dogs.

(a) No fee or penalty shall be collected or received for any dog license issued for a seeing-eye dog owned by a blind or partially blind person.

(b) If a person presents written verification from Guide Dogs for the Blind, Inc., that they are raising a seeing-eye puppy and will deliver it to Guide Dogs for the Blind, Inc., when it is approximately one year old, no fee or penalty shall be collected or received for any dog licensed issued for a seeing-eye puppy.

(10) Law Enforcement Dogs. If a dog is owned and used exclusively for law enforcement purposes by a public safety agency, no fee or penalty shall be collected or received.

(11) Issuance – Filing. A license shall be issued after the submission of a completed application form, a license fee, and a rabies vaccination certificate issued pursuant to the provisions of this chapter, establishing the dog in question has been vaccinated in accordance with the requirements of the State Department of Health. The license shall be issued to the owner, or the owner's agent, at the time of application, provided the application is complete and meets the requirements as set forth in this chapter.

(12) License Tags. License tags shall be metallic, shall be numbered serially, and shall have a stamp thereon bearing the name of the City of Rio Dell.

(13) Lost Tags. As often as any license is lost, the owner, within 10 days thereafter, shall procure another tag for which such owner shall pay a fee set by resolution by the City Council of the City of Rio Dell. [Ord. 287, 2012.]

**Attachment:**

Attachment 1: Draft Ordinance No. 369-2018 amending the City's Dog Licensing Regulations, Section 6.05.070 of the Rio Dell Municipal Code.

**ORDINANCE NO. 369-2018**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL AMENDING THE CITY'S DOG LICENSING REGULATIONS, SECTION 6.05.070 OF THE RIO DELL MUNICIPAL CODE**

**WHEREAS** staff has examined the City's dog licensing regulations and learned that they do not ensure that dogs are vaccinated against rabies for the life of the license; and

**WHEREAS** it is in the public's interest for dogs to be vaccinated against rabies; and

**WHEREAS** the current regulations only allow for dog licenses to be valid for a period of no longer than thirteen months; and

**WHEREAS** it would reduce the amount of record keeping done by the Police Department as well as providing a convenience to the public if dog licenses lasted as long as the rabies vaccination was valid; and

**WHEREAS** staff recommends to amend the City's Dog Licensing Regulations to improve public safety and the efficiency of the City's interface with its citizens.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Rio Dell approves and adopts Ordinance 369-2018 amending the City's Dog Licensing Regulations, Section 6.05.070 of the Rio Dell Municipal Code.

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

**Section 1**

**Section 6.05.070 of the Rio Dell Municipal Code is hereby amended as follows:**

**6.05.070 Licenses – Dogs**

(1) Dog Licenses. Every owner of a dog required to be licensed shall procure an animal license for such dog in accordance with the procedure set forth in this chapter.

(2) Dogs Required to Be Licensed. A dog required to be licensed shall be a dog that:

(a) Is over the age of four months; and

(b) Is not in a licensed kennel; and

(c) Has not been in a licensed kennel within 48 hours; and

(d) Has been in the City limits of the City of Rio Dell for 10 days.

(3) Time of Applications, Durations of Licenses, Renewal Notices.

(a) Applications for dog licenses shall be made on or before the first day the dog is required to be licensed pursuant to this chapter. Before any dog is released to a new owner, a completed application form, together with the license fee, shall be submitted by such person.

(b) A license which is initially issued in accordance with this section shall be valid ~~from June 1st of the year issued to July 31st of the following year~~ *for a period of one year from the application date or until the expiration of the rabies vaccination certificate, whichever is less. The license may be extended up to the expiration date of the rabies vaccination certificate for a fee that is equal to one-half of the full fee for each year or partial year following the first. There are no refunds of dog license fees should the dog die or be moved outside of the City of Rio Dell.* The Rio Dell Police Department will make every effort to notify, via mail, the owners of previously licensed dogs, *approximately* 30 days prior to expiration that license fees are due.

(4) Preparation of Forms and Tags. The Chief of Police is hereby authorized and directed to have prepared suitable application forms for dog licenses as provided in this section and license tags to be issued to the owners of dogs.

(5) License Applications. The license application shall bear the name (if any), age, sex, color, breed, previous rabies vaccination date, and subsequent revaccination date of the dog for which the license is applied.

(6) Fee. The amount of the annual dog license fee shall be set by resolution of the City Council of the City of Rio Dell; provided, however, if a certificate is presented from a licensed veterinarian that the dog has been either spayed or neutered, or if the veterinarian has on file an affidavit stating that the animal has been spayed or neutered and that examination by the veterinarian discloses no evidence to the contrary, the fee shall be one-half the regular set fee.

(7) Penalties.

(a) The owner of any dog required to be licensed who fails to procure and pay for such license as required by this chapter shall pay, in addition to the established license fee, a penalty as established by the City Council of the City of Rio Dell.

(b) The owner of any dog required to be licensed pursuant to this chapter for the year immediately preceding the year in which an application for a dog license is filed who failed to obtain a license for such dog for such year shall pay, in addition to any other license fee or penalty, a penalty set by resolution by the City Council of the City of Rio Dell.

(8) Exceptions from Penalties. The penalty provided for in this chapter for failing to license a dog shall not apply to the owner of a dog required to be licensed which has not been subject to the licensing requirement for more than 30 days; or in the case of a dog that had not been licensed during the preceding year, the penalty shall not apply if the dog had not been subject to the licensing requirement for 30 days the immediately preceding year.

(9) Seeing-Eye Dogs.

(a) No fee or penalty shall be collected or received for any dog license issued for a seeing-eye dog owned by a blind or partially blind person.

(b) If a person presents written verification from Guide Dogs for the Blind, Inc., that they are raising a seeing-eye puppy and will deliver it to Guide Dogs for the Blind, Inc., when it is approximately one year old, no fee or penalty shall be collected or received for any dog licensed issued for a seeing-eye puppy.

(10) Law Enforcement Dogs. If a dog is owned and used exclusively for law enforcement purposes by a public safety agency, no fee or penalty shall be collected or received.

(11) Issuance – Filing. A license shall be issued after the submission of a completed application form, a license fee, and a rabies vaccination certificate issued pursuant to the provisions of this chapter, establishing the dog in question has been vaccinated in accordance with the requirements of the State Department of Health. The license shall be issued to the owner, or the owner's agent, at the time of application, provided the application is complete and meets the requirements as set forth in this chapter.

(12) License Tags. License tags shall be metallic, shall be numbered serially, and shall have a stamp thereon bearing the name of the City of Rio Dell.

(13) Lost Tags. As often as any license is lost, the owner, within 10 days thereafter, shall procure another tag for which such owner shall pay a fee set by resolution by the City Council of the City of Rio Dell.

**Section 2. Severability**

If any provision of this 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. Limitations of Actions**

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

**Section 4. Effective Date**

This ordinance becomes effective thirty (30) days after 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 June 5, 2018, and furthermore that the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on June 19, 2018 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. 369-2018, which was passed, approved, and adopted at a regular meeting of the City Council of the City of Rio Dell, held on June 19, 2018.

_____

Karen Dunham

City Clerk, City of Rio Dell