RIO DELL CITY COUNCIL AGENDA
CLOSED SESSION – 5:00 P.M.
REGULAR MEETING - 6:30 P.M.
TUESDAY, SEPTEMBER 4, 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. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:

1) 2018/0904.01 – **Conference with Legal Counsel – Anticipated Litigation**
Initiation and/or Exposure to Potential Litigation
(Pursuant to Government Code §54956.9(d)(2), (d)(4)
One (1) Potential Case: Facts and circumstances unknown to adverse party

2) 2018/0904.02 - **Conference with Labor Negotiator – City Manager**
Rio Dell Employees Association, Rio Dell Police Officers Association and all Contract Employees (Pursuant to Gov't Code §54957.6)

3) 2018/0904.03 - **Public Employee Performance Evaluation**
Title: City Manager (Pursuant to Gov't Code §54957)

D. PUBLIC COMMENT REGARDING CLOSED SESSION

E. RECESS INTO CLOSED SESSION

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

G. ORAL ANNOUNCEMENTS

H. PLEDGE OF ALLEGIANCE

I. CEREMONIAL MATTERS

1) 2018/0904.04 - Proclamation Declaring the Week of September 17-23 as Constitution Week 1

J. PUBLIC PRESENTATIONS

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

K. CONSENT CALENDAR

The Consent Calendar adopting the printed recommended Council action will be enacted with one vote. The Mayor will first ask the staff, the public, and the Council embers if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS

1) 2018/0904.05 - Approve Minutes of August 16, 2018 Special Meeting **(ACTION)** 3

2) 2018/0904.06 - Approve Minutes of August 21, 2018 Regular Meeting **(ACTION)** 12

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. REPORTS/STAFF COMMUNICATIONS

1) 2018/0904.07 - City Manager/Staff Update **(RECEIVE & FILE)** 20

N. SPECIAL PRESENTATIONS/STUDY SESSIONS

1) 2018/0904.08 - Presentation – Dana Webb of Kiwanis International 25
(RECEIVE & FILE)

O. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

1) 2018/0904.09 - Provide Staff Direction Regarding Rio Dell ADA Compliant Library **(DISCUSSION/POSSIBLE ACTION)** 26

2) 2018/0904.10- Provide Staff Direction on Animal Care Services Provided by Miranda's Rescue and Related Consideration of 27 Breeding Ordinance **(DISCUSSION/POSSIBLE ACTION)**

3) 2018/0904.11 - Authorize Staff to Proceed with Submittal of Concept Application on California River Parkways Grant Program Related to River Access Trails **(DISCUSSION/POSSIBLE ACTION** 45

4) 2018/0904.12 - Discuss Possible Location for Payment Drop Box **(DISCUSSION/POSSIBLE ACTION)** 52

P. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

The next regular City Council meeting is scheduled for
Tuesday, September 18, 2018 *at 6:30 p.m.*

675 Wildwood Avenue
Rio Dell, CA 95562

STAFF REPORT

TO:	Mayor and Members of the City Council
THROUGH:	Kyle Knopp, City Manager
FROM	Karen Dunham, City Clerk
DATE:	September 4, 2018
SUBJECT:	Proclamation Declaring September 17-23 as Constitution Week

RECOMMENDATION

Read and present the Proclamation declaring September 17-23 as Constitution week.

BACKGROUND AND DISCUSSION

Jean Giannini, Constitution Committee Chairperson from the Daughters of the American Revolution Eel River Valley Chapter, requested the proclamation be placed on the agenda. She will be present at the meeting to accept the proclamation.

ATTACHMENTS: Proclamation

PROCLAMATION
Declaring September 17-23, 2018 as Constitution Week

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2018, marks the two hundred thirty first anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE I, Frank Wilson by virtue of the authority vested in me as Mayor of the City of Rio Dell, State of California on behalf of the Rio Dell City Council do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Rio Dell to be affixed this 4th day of September of the year of our Lord two thousand eighteen.

Attest:

Karen Dunham	**Frank Wilson**
City Clerk, City of Rio Dell	Mayor, City of Rio Dell

RIO DELL CITY COUNCIL
SPECIAL MEETING MINUTES
AUGUST 16, 2018

Mayor Wilson called the Special Meeting of the Rio Dell City Council to order at 3:00 p.m.

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

Absent: Councilmember Strahan (arrived at 3:07 p.m.)

Others Present: City Manager Knopp, Chief of Police Conner, Finance Director Kerrigan, Community Development Director Caldwell, City Clerk Dunham and City Attorney Gans

SPECIAL MEETING MATTERS

Discussion of Proposed DANCO 26-Unit Permanent Supportive Housing Project and Potential Modification of Plans to Include Space for ADA Compliant Library

City Manager Knopp explained that the purpose of the Special Meeting is to discuss the proposed Danco project and potential inclusion of an ADA compliant space for the Rio Dell Library. He reviewed the list of additional informational items included in the packet including the questions presented to Danco and the responses; the Danco Project House Rules; correspondence from California Tax Credit Allocation Committee including the Local Reviewing Agency (LRA) Project Evaluation form, Zoning Regulations for the Residential Multi-Family (RM) zone, and Zoning Regulations for Emergency Shelters/Transitional Housing in the City.

He clarified that the proposed project would not be a transitional housing project but would be a permanent supportive housing project which is different than transitional housing.

City Attorney Gans provided a briefing on the attorney-client privileged memo he provided to councilmembers and noted that the legal issues he thought were germane to the project were included in the memo. He said that he wanted the Council to be aware of the issues in terms of what the permitting authority is for the City and to bear in mind that there has been no formal application submitted and until then, the City is not in the position to make a determination whether the permit is discretionary or ministerial. He noted that based on preliminary review of the proposed project, it would fall under the ministerial approval process whereby no approval by the Planning Commission or City Council is required.

City Manager Knopp said that Chris Dart from Danco was invited to attend the last City Council meeting to let the City Council be aware of the proposed pending project and to discuss the ADA library issue.

Mayor Wilson commented that this meeting was scheduled on short notice, which is why there were not many members of the public present but that members of the community with concerns about the library had approached him so he felt the issues should be addressed in an open forum.

He referred to the questions and answers provided in the packet and invited questions and comments from the councilmembers to Mr. Dart.

Councilmember Marks asked for a definition of "permanent supportive housing."

Mr. Dart responded that he didn't have the official HUD definition with him but what it means is that the tenants can stay as long as they want provided they pay the rent and abide by the house rules. In term of "supportive" it means that there will be full-time services available to tenants and those services would be targeted to the type of tenants noting that the target would be to house those who are considered "at-risk" including homeless, veterans, seniors and persons with mental illness. He commented that there would be a service coordinator on site who would go out into the community and determine the needs.

Councilmember Strahan stated for clarification that the target for Rio Dell is to provide housing for the homeless or soon to be homeless and veterans.

Mr. Dart explained that for this particular complex the residents would have to "income qualify" in that they would have to have incomes at or below 40% of the average median income (AMI), be on some sort of Medi-Cal and meet other criteria for being in need of permanent supportive housing.

Mayor Pro Tem Johnson questioned how similar facilities in Eureka were working out.

Mr. Dart noted that one of the facilities had not yet been constructed but the facility on 6th St. behind the Eureka Inn was working fine and has provided housing for people who otherwise would not have had a place to live.

Mayor Wilson clarified that having reactions out of fear does not scare him but it does concern him. The concern is that the residents targeted are those in need of drug rehab. He said his biggest concern is with placing the library on site. Other concerns were related to increased crime, code enforcement and potential effects to the nearby residents.

Mr. Dart explained that clients are referred to them by DHHS as potential residents. From there, they must go through a screening process, background and underwriting for income eligibility. He noted that Danco is in control of who comes and stays and if they break the house rules, they will be asked to leave. He said they use the house rules to keep peace

in addition, these people don't want to be kicked out so they typically abide by the rules. He added that they keep the residents engaged by having a very active program.

Councilmember Strahan indicated that Rio Dell has limited services available such as a soup kitchen and didn't think these types of residents could be properly served. She also mentioned the listed park facilities in the City and asked if the parks would be a place for the residents to congregate.

Mr. Dart explained that Danco would be responsible for bringing in any special needed services and pointed out that there is a bus stop and stores nearby to accommodate the residents.

Councilmember Garnes referred to the answer to question number (12) which stated that there is a large need for housing for the low income in Fortuna, Hydesville and Loleta but no mention of Rio Dell.

Mr. Dart said he meant to include Rio Dell but inadvertently left it out.

Mr. Dart responded to the question regarding the difference between the project Danco proposed to the City 5 years ago to the current proposal. He pointed out that the previously proposed project was exclusive to seniors and now the state and federal government are pushing resources more toward ending chronic homelessness and encouraging more permanent supportive housing so the project is no longer exclusive to seniors.

Community Development Director Caldwell noted that the City's Housing Element updated for 2009-2016 identified the need for 33 additional low-income units. He said the current update is underway and that number will likely increase. With construction of this facility and increase in the number of low-income housing units, the City will look good at the state level and be in a better position for grants.

Councilmember Marks asked if applicant's background checks would be coordinated through the Rio Dell Police Department.

Mr. Dart indicated that Danco would be using an independent firm to perform background checks on the applicants including screening under Meghan's law.

Councilmember Marks suggested they coordinate the background checks with the local police department, as they may know more about a person that what comes up in the background.

Discussion continued regarding whether the residents of the facility would be allowed to possess guns or other weapons, including those with mental illness.

Mr. Dart said his initial response what that the residents would fall under the same Constitutional rights as any other US Citizen but after looking into the issue further, under Meghan's law and the Fair Housing Act, they are allowed to prohibit firearms as part of the house rules. He commented that they would also exclude people convicted of sex related offenses.

Councilmember Marks asked if public notices would be sent to the neighboring properties notifying them about the proposed project.

Community Development Director Caldwell explained that no notification is required since approval of the application is ministerial. He said that SB-2 ties the City's hands by requiring that every jurisdiction identify in their Housing Element, a zone in which new emergency shelters, transitional housing or permanent supportive housing can be located without a discretionary review by the City. The only discretionary approval the City has is with regard to design review of the project and whether or not to include space for the Library and/or Community Resource Center.

Mayor Wilson said that it is important for citizens to know that the approval of the project is ministerial and that the City Council and Planning Commission have no authority, other than design review, on the approval of the project. Once the project moves forward, its cast in stone and he doesn't want, citizens to think the City Council took the situation lightly. He expressed concern about the site being close to the school.

Mr. Dart pointed out that the City as well as the State has a need for this type of housing project but assured the Council that Danco is open-minded regarding the design of the project and is willing to design it in a way that has the least possible impact on City services or the neighborhood. He said adding space for the library was a good-faith gesture on their part but if the City doesn't want it, they don't have to include it.

Discussion continued regarding occupancy and income criteria.

Mr. Dart indicated that the 1-bedroom units are limited to no more than two people and the 2-bedroom units are limited to no more than three people. He clarified that the income for each person must be at or below 40% of AMI so with an annual AMI of $16,000 a unit occupied by two people could have a total combined income of $32,000.

Councilmember Strahan said she would like to see a copy of the poverty level income table.

Councilmember Marks stated that he attended a meeting of the Rio Dell Library and that the Friends of the Library oppose moving the library from its current location for the simple reason that it is close to the school and everyone knows where it is.

Councilmember Strahan expressed concern about the proximity of the proposed facility with the senior apartments (Rio Dell Manor) and whether the seniors would feel safe.

City Manager Knopp asked how long Danco is obligated to maintain the facility as permanent supportive housing.

Mr. Dart indicated that they have a 55-year regulatory agreement to maintain the facility as affordable housing but there are some special rules regarding supportive housing in that the residents live independently with the goal for them to eventually transition to more suitable housing. He noted that the contract with DHHS and PHC for services has a term of 15 years so they will maintain the facility as permanent supportive housing for at least that long; after that it becomes just a low-income/affordable housing complex.

Mayor Wilson opened the discussion up to public comment.

Nick Angeloff asked what the typical percentage rate for failure is related to these types of projects.

Mr. Dart noted that they have a contract with DHHS to pay fair market value of rent for each of the units using a combination of the resident's income and the difference coming out of their housing resources. As such, collecting revenue from the rent is not a problem however; breaking house rules is another issue. DHHS's job is to house and provide services for this targeted group of people so in the event that they don't abide by house rules and Danco is forced to evict them, DHHS would be responsible for relocating them.

Councilmember Garnes commented that there are multiple problems associated with this targeted group of individuals including mental health issues. She said if DHHS is responsible for placing them and possibly relocating them, it puts a lot of faith in DHHS. She noted that the exit strategy belongs to DHHS and asked what happens if someone has to be evicted and DHHS personnel is not around.

Mr. Dart explained that it takes 30-60 days to go through an eviction process so DHHS would be well aware of the situation ahead of time.

John McManus, Executive Director of Alcohol and Drug Care Services in Eureka, addressed the Council on the issue and said this is a permanent supportive housing project and Danco is contracted with the County for tenancy. He said as far as services, all of the individual tenants come with a case manager. Their responsibility is for transportation to services such as medical appointments so Danco's liaison staff will actually be the liaison with DHHS Case Management Services and make sure the tenants are provided with all of the necessary services.

Mr. Dart indicated that part of the responsibility of the service coordinator is to go out, find services, and make sure they are available for the residents. In addition to a service coordinator, there would be an onsite manager from 8 am to 5 pm and 24 hour security on site.

John McManus expressed support for the project as proposed and said that he operates Serenity Inn in Eureka which is a low income drug and alcohol rehab facility and that there are many components to running that facility with very little funding.

Melissa Marks commented on the exit strategy for people who are evicted and expressed concern that they may be evicted but not leave town and used Crescent City and the prison as an example of what negative elements that can bring to a community.

Julie Woodall referred to the correspondence to the City from the California Tax Credit Allocation Committee asking for the City to respond with any comments about the proposed project by August 15, 2018. She pointed out that the letter was dated July 24, 2018 but was not received until July 30, 2018. With the next City Council meeting on August 7, 2018, it only allowed the City 9 days in which to respond. She thanked the City Council for calling for the Special meeting and allowing the public to ask questions.

She asked if residents would be allowed to stay in the event their income increased and they exceeded the maximum income requirements, if the City would generate any property tax revenue from the project, and how the City could assure the property is maintained properly, adding that a facility is only as good as the property manager.

Mr. Dart responded that a person would be allowed to stay in the event their income increased and noted that the Federal government makes affordable housing projects exempt from paying property taxes so the City would not collect any property tax revenue.

Mike Ward expressed concern about getting 26 units on the parcel on Ireland and Davis St. assuming they would be multi-story units and about increased traffic in the neighborhood.

Councilmember Strahan clarified that the project site is located on the corner of Rigby Ave. and Center St. and is approximately 2 acres.

Julie Woodall asked what would happen if a husband and wife were to have kids after moving in and whether they would have to move. She also said she would like to know what the occupancy is at full build-out.

Mr. Dart explained that there are certain occupancy standards they have to follow but it may be possible to have more than three people in a 2-bedroom unit.

Councilmember Strahan stated that she is against the project because she doesn't think it targets the Rio Dell's population when it sounds like people are going to be bussed in from other places. She commented that Rio Dell has the need for low-income multi-family housing and she would prefer a facility targeted toward that.

Mayor Pro Tem Johnson noted that he runs early in the morning and sees people living on the river bar. He said Rio Dell has its share of homeless people and this project has potential to get people off the river bar and off the streets. He said that he had people actually camping behind his property by the creek and they left garbage and junk when they moved on. He pointed out that Rio Dell has many places to hide off the street and reminded everyone that it could happen in their back yard as it happened in his. He said he was tremendously in favor of the proposed project and that he feels it will do nothing but help the City of Rio Dell.

Councilmember Marks asked how they planned to handle visitors that come to the facility and don't leave.

Mr. Dart explained that there is one-way in and one-way out of the complex and security fencing and cameras on the courtyard. All visitors are required to check in so they will know every time someone comes and leaves.

Councilmember Garnes stated that poor or mental illness does not equal dirty or dangerous. If the facility is managed properly, she doesn't have a problem with it. She pointed out that there are a lot of poor people in Rio Dell that are good people. She said she has visited people who live in the facility on Smith Lane in Fortuna and it is fine. She did express some concern about the library being relocated to the facility.

Mayor Wilson commented that everything always seems to start off fine then asked what happens in five or 10 years and Danco isn't the same Danco anymore. Does the City have any recourse then and is there a process for the City to make sure the facility is brought back to appropriate standards should that occur.

Mr. Dart explained that the depth in which these projects are financed and the tax credits that go along with these projects hold them accountable. In addition, the projects are monitored and inspected periodically and if so much as a light bulb is out, a smoke detector isn't working or the landscaping is not done to their satisfaction, they are written up. He said there are many levels of monitoring in place and Danco can actually be fired as managers if they don't comply with all the regulations. He said they have only been a property management company for 5 years and had to work with an out-of-the-area management company and show good performance to become certified to manage low-income projects.

Mayor Wilson commented that there is no simple answer to homelessness and many of the State's programs he believes have not been managed well. He added that laws have been enacted that the City is forced to abide by such as allowing for this type of housing. He said he didn't have the answer for fixing the library but feels it is a great service for the community and expressed the need to work diligently to come up with a viable plan. He disagreed with the idea of relocating the library to the Danco site.

City Manager Knopp summarized the Council's comments and said that it seems evenly divided regarding long-term concerns about the proposed project. He said it would be helpful for Mr. Dart if the Council would voice their opinion regarding relocation of the library so he would have some direction on how to proceed. In addition, he doesn't want staff to spend a lot of time on something if the Council doesn't support the idea. He noted that there is a significant cost involved in bringing the current library building into compliance with ADA. Danco has agreed to work on getting approval to modify their plans to provide space for a new ADA compliant library at no cost to the City but clear direction is needed for staff on how the Council wants to proceed.

Melissa Marks asked Mr. Dart if Danco would be willing to contribute funding for a library at an alternate location in the City.

Mr. Dart commented that the City approached them with the idea of relocating the library to their site and from a practical side, having the library on-site would create some legal issues including insurance issues. However, they agreed to pursue the possibility in good faith because of having excess land and space to accommodate the library. As far as supporting an off-site project, he wasn't able to commit to that.

Mayor Wilson asked for a consensus of the Council regarding the library.

Councilmember Garnes felt the ideal situation would be to have the library located off-site from the facility but she would rather see it there than to not have a library at all.

Councilmember Marks felt the library should stay at its current location and that the Fire District should step up and assume responsibility for the repairs as stated in their contract with the County.

Mayor Pro Tem Johnson stated that the Fire District made it clear that they are not willing or able to step up and it is unclear whether the City is in the position to take it on. He agreed with Councilmember Garnes as the Danco proposal perhaps being the only option.

Councilmember Strahan opposed the idea of relocating the library to the Danco site even if it means having a mobile library unit stating that she believes in the safety of children.

Mayor Wilson expressed the importance of having a library and agreed that maybe a mobile unit would be the solution. He commented that there is a lot of brainpower when people really want to make something happen. He suggested coming up with creative ways to find the funding as a City if the Fire District isn't willing to step up or transfer ownership of the library to the City. He noted that there are still options that need to be explored before making a decision on disposition of the library.

City Manager Knopp posed the question to the Council on whether or not staff should be directed to pursue the option of relocating the library to the Danco site. He commented that there is a significant amount of work involved for the City and Danco to move forward in this direction. He said there may be other locations more suitable including Scotia and it is not clear at this time if the library at its current location would have to close.

Community Development Director Caldwell clarified that the library is a quasi-public use so no zoning amendment would be required to include a library in the Residential Multi-Family (RM) zone (Danco site).

Motion was made by Johnson/Garnes to support the idea of exploring the option of placing an ADA compliant library at the Danco site without precluding other site assessments.

Councilmember Marks commented that because the County runs the library and leases the space, they should have input pointing out that they may not want it located at this site.

Motion then carried 3-2; Councilmembers Marks and Strahan dissenting.

ADJOURNMENT

Motion was made by Johnson/Garnes to adjourn the meeting at 4:40 p.m. to the August 21, 2018 regular meeting. Motion carried 5-0.

_____
Frank Wilson, Mayor

ATTEST:

_____
Karen Dunham, City Clerk

RIO DELL CITY COUNCIL
REGULAR MEETING
AUGUST 21, 2018
MINUTES

Mayor Wilson called the regular meeting of the Rio Dell City Council to order at 5:30 p.m.

ROLL CALL:	Present:	Mayor Wilson, Councilmembers Garnes and Marks
	Absent:	Mayor Pro Tem Johnson (excused) and Councilmember Strahan
	Others Present:	City Manager Knopp, Finance Director Kerrigan, Chief of Police Conner, Water/Roadways Superintendent Jensen, Wastewater Superintendent Purvis, City Clerk Dunham, and City Attorney Gans (closed session only)
	Absent:	Community Development Director Caldwell (excused)

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS

Conference with Legal Counsel – Anticipated Litigation - Initiation and/or Exposure to Potential Litigation - One Potential Case – Facts and circumstances unknown to adverse party (Pursuant to Government Code §54956.9(d)(2),(d)(4)

Public Employee Performance Evaluation
Title: City Manager (Pursuant to Gov't Code §54957)

The Council recessed into closed session at 5:30 p.m. with City Manager Knopp and City Attorney Gans to discuss the above matters.

The Council reconvened into open session at 6:30 p.m. Mayor Wilson announced that there was no reportable action taken in closed session.

PUBLIC PRESENTATIONS

Julie Woodall commented on the need to get a new flag put up.

City Manager Knopp noted that the flag pole is in need of repair which requires special equipment to get to the top of the pole.

Nick Angeloff provided an update on the Chamber of Commerce lunch meeting and informed the Council that the Kiwanis's Club will be sponsoring a kid's leadership program for kids in Rio Dell and Scotia.

CONSENT CALENDAR

Councilmember Marks removed consent calendar item 3 for separate discussion. Julie Woodall asked that item 4 be removed to allow for public comment on the item.

Motion was made by Marks/Garnes to approve the remaining consent calendar items including approval of minutes of the August 7, 2018 regular meeting; authorizing the City Manager to execute a continued contract agreement with Adult Day Health & Alzheimer Services for transportation services for 2018/19, and to receive and file the Check Register for July 2018. Motion carried 3-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Approve Scope of Services from Hamanaka Painting Co. for Re-Coating of Water Treatment Plant Filters
Councilmember Marks asked how many bids were obtained for the job.

Water/Roadways Superintendent Jensen noted that he attempted to get two bids but was only able to get one.

Motion was made by Marks/Garnes to approve the Scope of Services from Hamanaka Painting Co. for re-coating of the water treatment plant filters. Motion carried 3-0.

Authorize the City Manager to Execute Amendments to the Rio Dell Employees' Association Agreement, Water and Streets Superintendent Agreement and Wastewater Superintendent Agreement
Julie Woodall asked for clarification on the contract amendments and asked which positions fall under the Rio Dell Employees' Association agreement.

City Manager Knopp explained that the implementation of an alternative workweek schedule applies to five full-time employees in the Public Works Department including the Water/Streets Superintendent, Wastewater Superintendent, one Plant Operator, and two OIT Operators. He clarified that the three operators as well as the three Utility/Field crew employees fall under the Rio Dell Employees Association agreement.

Mayor Wilson asked staff to provide a brief summary of the reason for the schedule change.

City Manager Knopp commented that the idea of the alternative work schedule is to help make the plant run more efficiently and noted that implementation is on a trial basis until June 30, 2019.

Motion was made by Marks/Garnes to authorize the City Manager to execute amendments to the Rio Dell Employees' Association Agreement, Water and Streets Superintendent Agreement and Wastewater Superintendent Agreement. Motion carried 3-0.

REPORTS/STAFF COMMUNICATIONS

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

The Council expressed their thanks and appreciation to the Police Department for their pro-active efforts put forth over the past couple of weeks.

Mayor Wilson asked staff if an additional person was hired in the Finance Department.

Finance Director Woodcox clarified that the recruitment is to fill the vacant Fiscal Assistant position.

Mayor Wilson announced the names of the four qualified candidates running for the three upcoming vacancies on the City Council as Debra Garnes, John McManus, Bryan Richter and Julie Woodall.

Mayor Wilson then asked about the cleanup of the river bar listed under the Public Works (Water) staff update.

Water/Roadways Superintendent Jensen explained that the public works crew cleaned up garbage off the river bar from illegal dumping.

Mayor Wilson asked citizens observing any illegal dumping on the river bar to report it to the Police Department.

SPECIAL PRESENTATIONS/STUDY SESSIONS

Presentation – Terra-Gen – Monument Ridge Wind Energy Project
City Manager Knopp introduced Nathan Vajdos, Senior Director from Terra-Gen who was present to provide a presentation on the proposed Monument Ridge Wind Energy Project.

Mr. Vajdos began by providing some background information on Terra-Gen and noted that they are a California based company and have completed almost one-half of all wind energy projects in California.

He noted that the project would consist of up to 60 wind turbines placed along Monument Ridge and Bear River Ridge on Humboldt Redwood Co. (HRC) and the Russ Ranch property. He said the turbines would produce a total capacity of up to 155 megawatts of power and be plugged into PG&E at their Bridgeville substation. He commented that this is a real project rather than just a conceptual idea.

He continued with review of the permitting process, the location map, the route for bringing in the turbines and other equipment, environmental concerns, the operations and maintenance facility, key factors of the project, and benefits to the community.

He explained that they would be bringing in the equipment from Fields Landing and taking it down to Jordan Creek, from there taking it to the site, mostly utilizing existing logging roads. He pointed out that they did look at the possibility of using Monument Road but because of the complexity of it, decided that it would not be feasible.

Mayor Wilson asked for the length of the longest turbines. Mr. Vajdos responded that they are 225 feet long with a diameter of 14-15 feet.

Mr. Vajdos noted that one of the biggest environmental issues is the visual impact of the turbines and presented actual images from Highway 101 looking south at 5.7 miles to Monument Ridge.

He commented that he was approached by the City regarding the possibility of relocating their operations and maintenance facility in Rio Dell and noted that they would be happy to try to accommodate that request. He mentioned that they would need a facility of approximately 5,000 sq. ft. on a parcel of 2-4 acres with public utilities, access to key arterials, offices, a conference room, indoor storage and a fenced yard. He said the space would need to accommodate around 15 employees and if there were an existing site available, they could make the necessary improvements.

He said one of the key factors of this project if successful is that in 15-30 years, it is likely that another company would want to come in and put in more efficient turbines so there would be no rotting turbines left sitting on the ridge years down the road. He noted that they would be putting forth a decommissioning bond and taxpayers would not be stuck taking the turbines down, as they are not a utility company.

Next was review of the bird and bat studies. With regard to the Marbled Murrelet, they would be conducting the most elaborate studies in the United States, strategically positioning radar systems to analyze the potential affects to birds.

Benefits to the community included the creation of 300 temporary construction jobs and 15 permanent jobs, $76 million in property taxes over the life of the project, $7.7 million in sales taxes over the life of the project, with 372,000 metric tons of CO2 avoided and 80,000 cars removed.

Overhead transmission lines would be 30-40 feet off the ground along existing logging roads with a 75-foot fire clearance.

Mayor Wilson questioned the decibel noise level of the turbines.

Mr. Vajdos noted that he didn't have the decibel number with him but that it is part of the CEQA study. He pointed out that the turbines would be located 1.5 miles away from the nearest residence so noise should not be a problem.

Mayor Wilson questioned the distance between each turbine. Mr. Vajdos said that it depends on the wind function and estimated they would probably be 1,000 feet apart.

Mayor Wilson opened the discussion up to public comment.

Monica Warden asked Mr. Vajdos what brought them to this area and if PG&E is encouraging them to move forward with the project.

Mr. Vajdos explained that as they looked at potential sites they looked at demand for the market and the overall decision was driven by fundamentals. He said they narrowed the search down to 30 sites, and then studied the grid to make sure it was reliable, spent 2 years measuring the wind, considered the impact on the entire network and actually made upgrades to the grid to accommodate the project.

Monica Warden then questioned the need for the energy here.

Mr. Vajdos noted that the Redwood Coast Energy Authority (RCEA) absolutely wants the energy here. He explained that renewable energy is more competitive so we should see the production of energy reduce dependency on the power plants.

James Cortazar said besides the obvious visual impacts, he has concerns about the flicker of lights, the effects on wildlife, and the overall health effects caused by molecules passing through the body. He referred to a documentary done on a town in upstate New York that was devastated as the result of a wind energy project coming in and said the project should be carefully studied.

Mr. Vajdos said by law and statute, they will be addressing all of his concerns in a full environmental impact report (EIR). He commented that it is a complex process and that he is not saying that there are no impacts associated with this type of project, which is why the EIR is required, so those impacts can be mitigated.

David Chang, 2501 Monument Road spoke on behalf of a neighbor, Carol Fritz Hoopes who lives at 2330 Monument Road. He presented a picture representing a conceptual view from her yard two miles away from the proposed turbine site.

Mr. Vajdos commented that he met with Ms. Hoopes at her residence and was invited to come back as a follow up visit, which he attempted to do on three separate occasions. He looked at the picture as presented and commented that the visual is not accurate and is a joke. He pointed out that the environmental study will generate additional visuals based on actual facts.

Rick Wall asked Mr. Vijdos to address the underground and overhead transmission lines.

Mr. Vajdos explained that the transmission lines would primarily be located on private property (Humboldt Redwood) overhead along existing logging roads. He noted that they would also be putting some of the lines underground, which requires doing some borings in the Eel River and running the lines under the highway.

Monica Warden asked if they had put any other wind energy projects in near forests.

Mr. Vajdos indicated that Terra-Gen has not actually installed any facilities in forested lands but that other companies have done it.

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

Mayor Wilson thanked Mr. Vajdos for providing an excellent presentation and noted that the County of Humboldt has a web site with information and dates for upcoming public meetings on the project.

Presentation – Recology Eel River – First Amendment to the Solid Waste, Organic Materials and Recycling Franchise Agreement

City Manager Knopp provided a staff report and explained that the Council received a couple of short briefings leading to this agenda item with information related to changes in the global recycling market. He said representatives from Recology Eel River were present to review proposed changes to the franchise agreement including language revisions to better align the current franchise agreement with the current recycling market.

Provided as an additional handout, was a Monthly Rate History for Rio Dell from 2014 to present representing a $2.00/mo. total increase for garbage customers over the 4-year period.

Brian Solomon from Recology Eel River explained the reasons for the proposed changes to the franchise agreement, which included a 3.3% increase to become effective October 1, 2018. He noted that in 2017 China put the word out that they no longer wanted to receive the same amount of recycling. In 2018, they issued a more stern warning and about their plans to implement higher restrictions on what they would accept in the way of recycling. He noted that they changed the contaminated waste allowance from 3% to one-half of 1%.

He further explained that they worked with Humboldt Waste Management Authority (HWMA) on the Recycling Processing Agreement and was able to get the processing fee down to $70/ton. He commented that this affects each jurisdiction differently but for Rio Dell the increase would be $1.27/mo. for a weekly pickup of a 32-gallon can. He said they would be making upgrades to the equipment at their facility to enable them to meet the contract rate. He also explained that Rio Dell was getting paid $10.00/ton for recycled materials collected within the City, but under the new franchise agreement, that would go away.

Councilmember Garnes asked if the proposed changes in the agreement include restrictions limiting the recycling of only number 1 and 2 plastics.

Mr. Solomon explained that they don't want to flip back and forth, on what customers can and can't recycle so they have managed to find global markets to accommodate them with regard to all plastics. As such, there is no change in the type of recyclable plastics at this time.

He commented that they would soon be going automated as far as residential pick-up beginning with Fortuna and Ferndale, then Rio Dell.

Councilmember Garnes asked if the City would be losing the recycling bins at City Hall.

Mr. Solomon indicated they would eventually have to go away.

Mayor Wilson called for public comment on the proposed agreement. There were no public comments received.

City Manager Knopp reviewed the recommended action to authorize the City Manager to sign the amendment to the franchise agreement as proposed, or to ask for additional information and continue the matter to the meeting of September 4, 2018.

Motion was made by Marks/Garnes to authorize the City Manager to sign the amendment to the franchise agreement as proposed. Motion carried 3-0.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Second Reading (by title only) and adoption of Ordinance No. 370-2018 Approving Text Amendments Amending the Neighborhood Center (NC) and Community Commercial (CC) Zones, Sections 17.20.050 and 17.20.060 of the Rio Dell Municipal Code to allow residential uses on upper floors of mixed-use buildings

City Manager Knopp provided a brief staff report and said as reported at the August 7, 2018 meeting, staff is recommending approval of text amendments to allow residential uses on upper floors of mixed-use buildings in the Neighborhood Center (NC) and Community Commercial (CC) zones. In the process of updating the City's Housing Element, staff discovered policies and action plans that require the City to update the Zoning Regulations to allow residential uses on upper floors of mixed-use buildings.

Mayor Wilson opened the public hearing to receive public comments on the proposed ordinance. There being no public comment, the public hearing closed.

Motion was made by Marks/Garnes to approve the second reading (by title only) and adoption of Ordinance No. 370-2018 *Approving Test Amendments Amending the Neighborhood Center (NC) and Community Commercial (CC) Zones, Sections 17.20.050 and 17.20.060 of the Rio*

Dell Municipal Code to allow residential uses on upper floors of mixed-use buildings. Motion carried 3-0.

COUNCIL REPORTS/COMMUNICATIONS

Councilmember Garnes reported that she visited Miranda's Rescue, spoke to Shannon Miranda and looked at the space for Rio Dell indicating that the area is very small. She said that Shannon asked if the City would be willing to help with the cost for the May intake of animals because of an abnormal number for that particular month. She noted that she could clearly see that the space designated for Rio Dell was too small to accommodate 18 dogs. She expressed support for the item coming back to the Council for further consideration.

Consensus of the Council was to bring the item back for further discussion at the next regular meeting.

Mayor Wilson reported on his attendance at the August 20, 2018 Redwood Coast Energy Authority (RCEA) meeting and said unless customers opted out of the program, they are getting electricity from RCEA through the Community Choice Aggregation Program which saves the average customer about $2.00/mo. He noted that another topic discussed was offshore wind energy and said that they are working with fishermen and others and aggressively exploring the potential to move forward with a local floating offshore wind farm. He said if everything goes perfectly as planned, the construction and operations phase could occur in 2024.

ADJOURNMENT

Motion was made by Marks/Garnes to adjourn the meeting at 7:58 p.m. to the September 4, 2018 regular meeting. Motion carried 3-0.

_____
Frank Wilson, Mayor

Attest:

_____
Karen Dunham, City Clerk

Staff Update – 2018-09-04

City Council

City Manager

Met with Engineer selection committee to select shortlist of potential service providers.

Met with Eagle Prairie Arts District.

Met with energy efficiency staff – moved forward on City Hall lighting project.

Numerous meetings with County and Danco over Library project.

Attended 2018 Wildwood Days debrief.

Met with Kiwanis who are interested in a Rio Dell Scotia club.

Attended the Local Hazard Mitigation Planning kickoff meeting.

Additional meetings with GHD over ATP project and CalTrans.

Numerous communications and phone calls with State water Board over water and wastewater items.

Work with CDTFA on Measure J extension of Measure U Sales Tax.

Issued newsletter.

River Parkways Grant.

City Clerk

There were no Building Permits processed during the previous two week period.

Processed two (2) Business License applications:

1. Cookies Are My Canvas – 341 Wildwood Ave.
2. Interwest Consulting Group – Engineering Consulting Service

Processed one (1) Encroachment Permit:

1. 1016 Riverside Dr. (concrete work to extend driveway)

Beginning September 7, 2018, candidate signs for City Council may be displayed. As a reminder, signs may not be placed within a public right-of-way, or on street signs, trees, shrubs, bus stops, power poles, utility cabinets, or other public appurtenances. Signs may be placed on private property with consent of the property owner and may be freestanding or attached to existing buildings or fences. The full signage regulations can be reviewed under Section 17.30.270 of the Rio Dell Municipal Code.

Staff has received multiple calls from people expressing interest in obtaining Memorial Park signs. All of the existing spaces are now occupied .

City Attorney

Human Resources, Risk & Training

Finance Department

Update and redesign selected reports in accounting software for better functionality

Currently on-going: Year-end general ledger close out and analyzation

Currently on-going: Year-end closing entries

Preparation for FY 2017/18 Financial Statements and Auditor visit in September

Complete payroll information requests for worker's compensation provider

Participate in Liability Insurance provider Small Cities Organized Risk Effort (SCORE) Board of Director's meeting teleconference

August utility billing completed

Finance Department new hire: Fiscal Assistant II on-boarding

On-going human resources tasks (enrolling new employees in benefits programs, new employee packets, etc.)

On-going tasks of P/R, A/P, A/R, G/L

Troubleshoot information technology (IT) problems

Development of City Spay Neuter Program

Development of Payment Drop Box installation and implementation

Webinar training for reporting on SB1 Funding (Streets & Roads)

On-going electronic filing (DocStar) of day-to-day City documents

Public Works Water

1. Weekly water sampling
2. Buildings and Office Organization and Cleanup
3. Work on irrigation on North and South Gateway
4. General Work orders for Public Works Dept.
5. North and South Gateway Mowing and Cleanup
6. Roadways Mowing, Weed eating and Tree Trimming.
7. Garbage cleanup on River bar (ONGOING)
8. Corp yard cleanup and organizing.
9. Weekly Safety Trainings
10. Monthly Water Meter Reading
11. Meter Re-reads
12. Work with Contractor on Water Plant Drain line Project
13. Modify Old WWTP for Water Plant Drain Project
14. Operate Rio Dell Wells while Water Plant Under Construction
15. Prep for water leak at 715 Rigby Ave.

Public Works Wastewater

Aeromod valve project continues to be the main focus at the wastewater plant. Completion of this project and the accompanied TSO update are expected within the month. Aeromod Staff will be assisting with wiring and programming.

Two new Employees in the OIT position are also expected to start before the end of the month pending the results of their background checks.

Currently working on the Semi Annual Report and Aeromod TSO updates which are also both due by the end of the month.

Painter St pipeline upsizing project received a larger than anticipated cost of construction as recommended by the City Engineer.

Planning grant application has been submitted and is currently under review with the SWRCB financial offices. This planning grant was expanded upon to include possible solutions for Disinfection By Products.

CRWA has agreed to assist the city with smoke testing with funds approved by the SWRCB. Further planning will be discussed Wednesday August 15th during a conference call with both parties.

Public Works Streets, Buildings and Grounds

Public Works City Engineer

Public Works Capital Projects

Police Department

Community Development Department

Inspection at 1264 Riverside Avenue for a new roof, water heater and forced air system.

Inspection 615 Gunnerson Lane for new solar system.

Inspection 925 Hilda Court for new solar system.

Inspection 280 Ogle Avenue for new forced air system.

Tele conference with State HCD, HCOAG, the County and other local Cities regarding the pending Housing Element Cycle and the RHNA numbers.

Prepare and complete Staff Report for Chapman CUP.

Attend Means of Egress Workshop in Rancho Cordova.

Meeting with Stormi Davis regarding grease interceptor. Review Plumbing Code requirements, create handout with sizing formula.

Work on Housing Element RHNA allocation. Call with Marcella at HCOAG.

Review Solar Plans for 735 Walnut Drive. Prepare corrections and send back.

Review deeds, maps and surveys for Davis Street and Edwards potential trail and Prop 68 grant.

Attend Planning Commission meeting.

Intergovernmental

Humboldt-Rio Dell Business Park

Review Interwest comments on Glenn White building, discuss with DJ Cleek regarding fire separation and Title 24 compliance.

Meeting with Michael Monoghan and Sandi Deluca regarding the Mountain Investment property and project. Discussed entitlements and their transfer to a new owner.

Meeting with Roy Morrison and the City Manager regarding development potential at the HRDBP. Discussed Ordinance, approved projects and permitting process.

Council Priority Areas

Street Work

Continued work on ATP project.

River Access

Research and preparation on Proposition 68 Parkways grant for river access bike trail

Habitat Parcel

Code Enforcement

Access Humboldt

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

September 4, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Presentation from Representatives of Kiwanis on Local Activities.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation.

BACKGROUND AND DISCUSSION

The Council will receive a short presentation from Dana Webb of Kiwanis International on work being conducted locally. Kiwanis International is a global organization that specializes in programs to prepare people of all ages to be engaged members of their communities.

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September 4, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action on Rio Dell ADA Compliant Library

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide clear direction to staff, if any.

Similarly, the Council may wish to signify its support for an ADA compliant Library being included in the proposed Danco Permanent Supportive Housing project:

Strongly Support□, Support□, Take no Position□, Oppose□, or Strongly Oppose□.

BACKGROUND AND DISCUSSION

The Mayor has requested an update on the Rio Dell Library related to compliance with the Americans with Disabilities Act. Staff will be attending meetings on this issue between the date of agenda publication and the actual Council meeting and will provide an update to the Council on those meetings. Additionally the Mayor indicated that he would like to reconsider the vote from the Special Meeting held on August 16, 2018 to "support the idea of exploring the option of placing an ADA compliant library at the Danco site without precluding other site assessments." This motion passed 3-2 with Councilmembers Marks and Strahan dissenting.

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September 4, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action on Animal Care Services Provided by Miranda's Rescue with Related Consideration of a Breeding Ordinance

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide direction to staff if needed.

BACKGROUND AND DISCUSSION

At the Council meeting of August 21, 2018 it was the consensus of the Council to return to the July 17, 2018 Review of the Miranda's Rescue Animal Care Service Contract for further discussion.

The City of Rio Dell entered into an agreement in March of 2016 for animal care services with Miranda's Rescue. Under the contract, the Rescue is compensated a flat $1,000 per month regardless of the number of animals received by the Rescue from the city. The contract term automatically extends annually. Either party may cancel the contract with 60 days' notice.

Figure 1
Number of Animals Delivered to M.R.

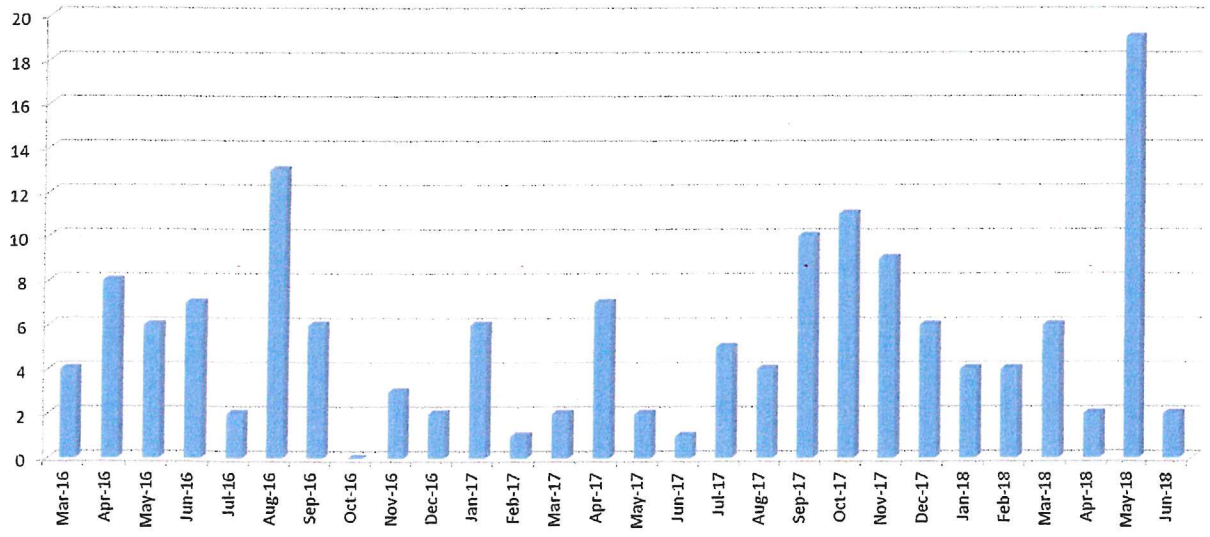

Figure 1 depicts the number of animals delivered to Miranda's Rescue from the City since the inception of the contract. The Police Department is responsible for Animal Control within the City and is also responsible to verify all figures and animals delivered to the rescue.

Figure 1 has been adjusted to include only dogs and cats, which represent the vast majority of all animals sent to the rescue. Through June of 2018 the Rescue has taken 152 dogs and cats from the City and performed 31 spay and neuters. On average the Rescue takes in 5.43 cats and dogs in a month, with a range of 0 zero (0) to nineteen (19). The Rescue has been paid $28,000 for these services.

Representatives from Miranda's Rescue have been invited to the meeting.

Attachments:

- Copy of the current agreement.
- Copy of a draft breeding ordinance that was submitted for the consideration of the Humboldt County Board of Supervisors (for review purposes only).

///

AGREEMENT FOR ANIMAL CARE SERVICES

This Agreement is made as of March 15 2016 ("the Effective Date"), by and between the City of Rio Dell, a municipal corporation (hereinafter referred to as CITY) and Miranda's Rescue, a federal and California non-profit animal sanctuary (hereinafter referred to as SANCTUARY).

Recitals

This Agreement is entered into with reference to the following facts:

A. WHEREAS, CITY desires to provide shelter for the secure and humane impoundment and disposition of animals pursuant to the provisions of Section 25802 of the California Government Code and other applicable sections of the California Food and Agriculture Code, the California Health and Safety Code, the California Penal Code and the City Ordinances of the City of Rio Dell; and

B. WHEREAS, SANCTUARY is organized for the purpose of providing shelter and care for strayed, abandoned, abused, or otherwise neglected animals, seeking responsible people to adopt animals, and educating and training the public regarding the proper care and handling of animals, especially the importance of spaying and neutering; and

C. WHEREAS, SANCTUARY represents itself as willing and able to provide the services required by CITY to carry out the provision of the aforesaid statutes and said City Code, including but not limited to the collection of city and state fees and fines in regards to animal redemption, appropriate hours for owner redemption and adoption as allowed by law, and appropriate holding periods for all animals; and

D. WHEREAS, For the purposes of this Agreement, the definition of "domestic animal" or "animal" includes any dog, cat, rabbit, guinea pig, hamster, pot-bellied pig, bird, lizard, snake, turtle, or tortoise or any other domesticated animal, and does not include livestock.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

Agreement

1. **Term.** This Agreement shall take effect on the Effective Date and it shall remain in full force and effect through March 31, 2018. Thereafter, this Agreement shall be automatically renewed for consecutive one-year periods, unless earlier terminated in accordance with Section 2.

2. **Termination**. Each party hereto reserves the right to cancel this Agreement on sixty (60) days written notice for any reason at any time.

3. **Payment.**

A. CITY agrees to pay the SANCTUARY, and SANCTUARY agrees to invoice the CITY, a sum of one thousand dollars ($1000.00) per month regardless of the number or type of Authorized Animals received or services performed by SANCTUARY. SANCTUARY shall submit its monthly invoice to CITY no later than thirty (30) days after the final day of the specified monthly billing period. Failure to timely submit a monthly invoice shall waive SANCTUARY's right to receive payment from CITY for the pertinent billing period.

B. With each invoice and as a condition of payment by CITY, SANCTUARY shall provide CITY the following information for the particular billing period invoiced:

i. Number of Authorized Animals by animal species (dog, cat etc.).
ii. Number of Authorized Animals received that were spayed/neutered by SANCTUARY upon receipt.
iii. Number of Authorized Animals received that were not spayed/neutered by SANCTUARY upon receipt.
iv. Number of Authorized Animals received that were not identified as either spayed or neutered.
v. Number of Authorized Animals returned to their owners or adopted.
vi. Number of Authorized Animals that remain unadopted or unreturned to owner.
vii. Number of Authorized Animals that received veterinary care other than spaying, neutering or vaccinations while under the care of SANCTUARY.
viii. Number of Authorized Animals received that pose a threat to health or safety of SANCTUARY employees, CITY employees, volunteers or the general public.

C. Upon the receipt of the information required by Section 3.B, above, the CITY shall review the information and reconcile the information provided by SANCTUARY with the records kept by the Rio Dell Police Department. To the extent there are any discrepancies, the Parties agree to meet and confer to ensure the information and records are accurate.

D. In the event that this Agreement does not remain in full force and effect for an

entire monthly billing period, SANCTUARY shall Invoice the CITY for the partial month on a pro-rated basis by dividing $1,000 by the amount of days this Agreement was effective.

4. **Authorized Animals.**

A. As used in this Agreement, the term "Authorized Animal(s)" means an animal that is delivered to or received by SANCTUARY accompanied by written documentation, signed and dated by an employee of the CITY, authorizing SANCTUARY to take custody of the animal. Written authorizations shall be delivered in person, or by fax or electronically scanned documentation at or before the time the animal is received by SANCTUARY. CITY agrees to make CITY staff available to prepare and deliver written authorization on an on-call basis at all hours of the day or night.

B. Animals accepted by SACTUARY without written authorization from CITY shall not be identified as Authorized Animals and all responsibility for the care, custody, and treatment of any unauthorized animals, or any liability, claims, damage or injury arising from said animals or said care, custody and treatment, shall be solely the responsibility of SANCTUARY and not of the CITY.

5. **Space Availability.** SANCTUARY will ensure that there is adequate space available for Authorized Animals at all times. No Authorized Animal delivered in accordance with this Agreement shall be denied sanctuary or otherwise refused by SANCTUARY.

6. **Non-Exclusivity.** It is understood and agreed that this Agreement does not obligate SANCTUARY to perform any functions or services for the other cities within the County of Humboldt. However, it is understood and agreed that SANCTUARY may enter into independent agreements with any incorporated cities within the County of Humboldt or the County of Humboldt itself, provided that SANCTUARY retains sufficient space, capacity, and personnel to meet its obligations under this Agreement. SANCTUARY agrees that it shall not receive any deductions or credits under this Agreement by reason of any sums received by SANCTUARY for functions and services rendered under any other agreement it may enter into with any other person or entity.

7. **Animal Sanctuary.**

A. SANCTUARY will maintain and operate an animal sanctuary in a responsible, legal, secure and sanitary manner adequate for the confinement, treatment and placement of all Authorized Animals and will furnish all supervision, labor, animal food, tools, supplies, and other things necessary for satisfactory performance of the services herein

agreed to be provided. This property may be used by SANCTUARY for all other uses authorized by law and not in conflict with this Agreement.

B. SANCTUARY will provide adequate means to accept at all times Authorized Animals not in need of immediate veterinary care delivered to SANCTUARY by CITY employees. In furtherance of this obligation, SANCTUARY shall provide an isolated kennel that shall be accessible to CITY at all times, day or night. SANCTUARY shall ensure that the isolated kennel herein contemplated is locked and secured and shall deliver a key or other means of access to the isolated kennel to the CITY's Chief Animal Control Officer. In the event CITY delivers an Authorized Animal to SANCTUARY during non-business hours, CITY shall provide notification to SANCTUARY of the intended delivery of an Authorized Animal to the isolated kennel and shall provide SANCTUARY the appropriate written documentation for said delivery. SANCTUARY open hours shall be in accordance with state law.

C. SANCTUARY will maintain an isolated section of the shelter facility for the confinement, observation and care of any animal suspected of having rabies, or any animal which has bitten or otherwise exposed any person, and shall accept, care for and dispose of any such animal delivered to the facility in accordance with instructions of the County Health Officer or his/her designee.

D. SANCTUARY will report at once to the County Health Officer or his/her designee any animals delivered or reported to it as being suspected of rabies, or of having bitten or otherwise exposed any person, and shall cause to have removed and make available to the County Health Officer for laboratory examination the head of any animal which dies while under confinement for such reason. Pursuant to his or her responsibilities for rabies control, the County Health Officer and his or her authorized representatives shall be afforded access to the facility at all times for the examination of any or all animals impounded herein.

E. SANCTUARY will keep timely complete and accurate records of the receipt and disposition of all animals delivered into its custody at the animal sanctuary and a complete and accurate set of books showing the revenues, expenses, and related financial transactions pursuant to this agreement. Such records and accounts shall be made available at the animal sanctuary on SANCTUARY's premises for examination at all reasonable times by authorized representatives of the CITY.

8. <u>Licensing.</u>

A. It is understood and agreed that SANCTUARY will cooperate with CITY in the

administration of animal licensing laws and shall, upon the request of the CITY, assist CITY in collection of fees thereof. SANCTUARY shall offer for sale dog licenses as provided in the City Code and under the direction of CITY. It is further understood, acknowledged, and agreed that in selling dog licenses, neither SANCTUARY nor any employee thereof shall be considered an employee or agent of CITY. It is further understood that all fees derived from licensing shall be forwarded to CITY on a monthly basis with a full, complete, and accurate accounting and inventory of licenses sold and unsold and receipts of sale.

B. CITY shall supply to SANCTUARY, without charge, all such dog license certificates, numbered metallic tags, and receipt forms as shall be required by SANCTUARY in carrying out its responsibility.

9. **Insurance Requirements.** Throughout the entirety of this Agreement, and as an express condition to its effectiveness, SANCTUARY shall obtain, maintain, and provide sufficient proof of liability insurance to the extent and in the manner set forth below. SANCTUARY shall submit and keep current certificates of insurance, or other forms of proof of such insurance that is acceptable to CITY, to the Clerk of the City of Rio Dell. Without limiting SANCTUARY's indemnification obligations provided herein, SANCTUARY shall maintain and require any of its subcontractors to maintain, at all times during the effectiveness of this Agreement, the following policies of insurance from insurers validly licensed and operating in the State of California and holding a current A.M. Bests Rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities conducted by SANCTUARY, its agents, employees, or subcontractors in the performance of or arising out of this Agreement:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence from CG 0001) in an amount of $2,000,000 per occurrence. Said policy shall contain, or be endorsed with the following provisions:

i. The CITY, its officers, employees and agents are named as an additional insured under the policy. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, agents, and employees.

ii. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to CITY by certified mail.

iii. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

iv. For claims arising from SANCTUARY's performance of this Agreement, the CITY's coverage as an additional insured under the above policy shall be considered primary coverage to the CITY, and any insurance or self-insurance programs maintained by the CITY shall be considered excess coverage to SANCTUARY's insurance and will not be called upon to contribute with it.

v. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to CITY, its officers, employees, and agents.

B. Worker's Compensation Insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against CITY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

C. SANCTUARY is to maintain any other insurance or surety bonding that may be required by applicable local, State, or Federal laws and regulations.

SANCTUARY shall furnish CITY with certificates and original endorsements affecting the required coverage prior to execution of the Agreement by CITY and the effectiveness of this Agreement. The endorsements shall be on forms as approved by the City Attorney. Any deductible or self-insured retention over $100,000 shall be disclosed to and approved by CITY. If SANCTUARY does not keep all required policies in full force and effect, CITY may, in addition to other remedies under this Agreement, take out the necessary insurance, and SANCTUARY agrees to pay the cost of said insurance.

10. **Indemnification.** SANCTUARY will indemnify, defend and hold harmless the CITY and it's employees, officials, agents, directors, officers and trustees against and from any and all claims, actions, liability, and expenses (including settlements, judgments, court costs, attorneys fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions arising from SANCTUARY's performance of this Agreement, including without limitation, the custody, care, treatment, disposal, or adoption of any animal or the operation of its facilities, whether such act, omission, or failure was the fault of the SANCTUARY, its officers,

agents, or employees, and excepting any injuries or liabilities directly and solely caused by a negligent or intentional act of CITY or its employees or agents . Upon notice from the CITY, the SANCTUARY will resist and defend at its own expense, and by counsel reasonably satisfactory to the CITY, any such claim or action.

It is understood by the parties that any and all employees and volunteers working for SANCTUARY are not employees of the City and any and all liability associate with the activities of employees and volunteers of SANCTUARY, including Worker's Compensation, is the sole responsibility of the SANCTUARY.

11. **Solicitation By Sanctuary.** Nothing in this agreement is intended or shall be construed to prevent SANCTUARY from soliciting or accepting donations from any person or organization toward defraying the cost of SANCTUARY's activities. No report of these moneys need by made to CITY.

12. **Sanctuary Independent Contractor.** Nothing in this agreement shall be deemed or construed to create or constitute a partnership or joint venture between the parties hereto. Further, SANCTUARY is with respect to CITY and its officers an independent contractor and not an officer, employee or agent of CITY or of any CITY officer or employee.

13. **Assignment.** Neither party may assign this agreement nor its rights or duties under this agreement without the written consent of the other party.

14. **Notices.** In addition to all other notices provided for herein, CITY agrees that it shall give SANCTUARY notice of any ordinances, resolution or regulation changes contemplated by it relating to any matters effecting SANCTUARY's performance and/or functions under the terms and conditions of this agreement.

All notices herein provided to be given or which may be given by either party to the other, shall be in writing and shall be deemed to have been given when deposited in the United States mail, certified and postage prepaid and addressed as follows:

TO CITY:
City of Rio Dell Chief of Police
675 Wildwood Avenue
Rio Dell, California 95562

TO SANCTUARY:
Miranda's Animal Rescue
1603 Sandy Prairie Road
Fortuna, CA 95540

15. **Amendment.** This agreement may be modified and amended at any time during its terms, or any extension(s) thereof, by written mutual agreement of the parties.

16. **Binding Effect.** This agreement shall be binding upon, and insure to the benefits of, the parties, their successors, and permitted assigns.

17. **Compliance With Laws.**

A. SANCTUARY agrees to comply with all local, state and federal laws and regulations. SANCTUARY further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

B. CITY agrees to reasonably comply with all local, state and federal laws and regulations pertaining to animal control. CITY further agrees to comply with any applicable standards or criteria established locally or by the state and federal governments.

18. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed in the Superior Court of the State of California for the County of Humboldt, California.

19. **No Waivers.** No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.

20. **Captions and Headings.** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

22. **Severability.** If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the

balance of such provision) shall not be affected thereby.

23. **Drafting of Agreement.** The parties acknowledge that this Agreement has been negotiated at arm's length, has been drafted via a cooperative effort by both parties and no one party shall be construed as the draftsperson. The parties have freely and voluntarily entered this Agreement, in their own interests and of their own volition.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective and duly authorized agents of the day and year first shown above.

CITY OF RIO DELL	MIRANDA'S ANIMAL RESCUE
Signature/Title	Signature/Title
3/15/2016	3-9-2016
Date	Date

PROPOSED ORDINANCE

COPY

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF HUMBOLDT AMENDING DIVISION 4 OF TITLE V OF THE HUMBOLDT COUNTY CODE RELATING TO THE REGULATION OF BREEDING AND TRANSFER OF DOGS AND CATS

The Board of Supervisors of the County of Humboldt ordains as follows:

SECTION 1. Section 541-2 (b) of the Code cited in the Title is hereby amended to read:

"Section 541-2(b) Kennel or Cattery License. "'Kennel License' as used in this chapter shall be understood and construed to mean an annual license to be issued to the owner of a facility maintained for the purpose of boarding, training and for the sale of five (5) or more dogs and for the boarding and sale of five (5) or more cats."

SECTION 2. Section 541-2(d) of said Code is added to read:

"Section 541-2(d) Breeding Permit. Breeding permit as used herein shall mean written authorization issued annually by the Animal Control Officer to every person, firm, partnership, corporation or other association to breed a dog or a cat."

SECTION 3. Section 541-27 of said Code is added to read:

"Section 541-27 Breeding and transfer of Dogs and Cats. The Board of Supervisors finds that there exists a serious pet overpopulation problem within the county that has resulted in a threat to public safety and health, inhumane treatment of animals, mass euthanasia of dogs/cats at the local animal shelters and escalating costs for animal care and control. Further, the Board of Supervisors has found that uncontrolled breeding is the cause, and without action aimed at the source, this problem and its serious consequences will remain unabated. The Board of Supervisors finds that part of the solution is for all dogs and cats over the age of four (4) months to be spayed or neutered, unless their owners purchase the appropriate licenses/permits for the privilege of maintaining the animal intact and allowing it to breed. This Board also finds that an increase in the license fee for unaltered dogs and cats will encourage the owners to spay/neuter their dog(s)/cat(s), in order to qualify for the much lower altered dog/cat license fee. Further this Board of Supervisors finds that tighter regulation of the transfer of dogs and cats will substantially alleviate the County's pet overpopulation crisis by allowing increased County control over the transfer of dogs and cats."

(a) Animal Ownership/Guardianship:

Animal Owner/Guardian, for purposes of this section, shall mean any person harboring, keeping or providing care or sustenance to a domestic animal for 30 or more consecutive days on property which she/he owns, rents or leases. Such a person shall be subject to the requirements of this section. This definition does not apply to local animal control agencies, animal rescue organizations which have demonstrated to the Animal Control Officer that they have implemented an ongoing spay/neuter program as well as an adoption program, or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110 and successor sections.

(b) Intact Cats and Dogs:

No person who owns a cat or dog over the age of four months shall cause, permit, or allow such cat or dog to be in a public place unsupervised, unless the cat or dog is spayed or neutered. The term **public place** shall include, but not be limited to, streets, highways, sidewalks, carnivals, shopping malls, flea markets, boardwalks, and areas in front of commercial establishments. This requirement applies to all unaltered cats and dogs whether or not their owner(s) have obtained breeding permits pursuant to Subsection (c), below.

(c) Breeding Permit:

(1) No person shall cause or allow any dog or cat owned, harbored or kept within the County of Humboldt to breed without first obtaining a breeding permit, as described below. The term **Breeding Permit** means a written authorization, issued annually by the Animal Control Officer giving its lawful holder permission to breed a dog or a cat.

(2) Each breeding permit shall be valid for one year from the date of issuance, and may be renewed annually, before its expiration date. Each applicant for such a permit shall pay an annual fee of one hundred dollars ($100.00). A separate permit must be obtained for each owned dog or cat which is allowed to breed.

(3) The Animal Control Agency shall administer an animal breeding permit program to allow the breeding of unaltered dogs and cats . Under no circumstances shall such a permit be issued to a person who has been convicted of, or pleaded guilty to animal cruelty or neglect.

(4) All breeding permits shall contain the following terms and conditions:

A. The owner of an unaltered female dog or cat shall not allow the whelping of more than one litter in any household within the permit year. Notwithstanding this provision, the Animal Control Officer is hereby authorized, upon

application of a permittee, to allow on a one time basis the whelping of up to two dog or cat litters per breeding animal within any domestic household within a permit year, if the permittee establishes, according to regulations promulgated by the Animal Control Officer that such breeding is required to protect the health of the animal. In the event that a permittee is forced to euthanize a litter of dogs or cats, the Animal Control Officer may authorize the whelping of one additional litter of dogs or cats within the same permit year by the permittee;

B. No offspring may be sold, adopted, bartered, or otherwise transferred, whether for compensation or otherwise, until it has reached the age of at least eight weeks;

C. No offspring may be sold or adopted until verifiably immunized against common diseases. The sale or adoption of a dog or cat shall include a statement signed by the seller or adopter attesting to the signatory's knowledge of the animal's health, and the animal's immunization history;

D. Any holder of a breeding permit who advertises to the public the availability of any dog or cat for sale, adoption, or transfer, whether for compensation or otherwise, must prominently display the permit number in any such advertisement. Furthermore, the breeding permit holder must provide the permit number to any person who purchases, adopts or receives any animal from the permit holder and include the permit number on any receipt of sale or transfer document;

E. It shall be unlawful for a breeder to fail to do any of the following:

(a) Maintain facilities where the dogs are kept in a sanitary condition.

(b) Provide dogs with adequate nutrition and potable water.

(c) Provide adequate space appropriate to the age, size, weight, and breed of dog. For purpose of this subdivision, "adequate space" means sufficient space for the dog to stand up, sit down, and turn about freely using normal movements, without the head touching the top of the cage, and to lie in a natural position.

(d) Provide dogs with a rest board, floor mat, or similar device that can be maintained in sanitary condition.

(e) Provide dogs with adequate socialization and exercise. For the purpose of this article, "socialization" means physical contact with other dogs and with human beings.

(f) Wash hands before and after handling each infectious or contagious dog.

(g) Provide veterinary care without delay when necessary.

(h) It shall be unlawful for a breeder to primarily house a dog on wire flooring. (Health and Safety Code Sections 122065, 122065.5)

F. Commercial establishment selling locally bred dogs or cats shall prominently display the breeding permit number(s) whose dogs and cats are sold in said establishments and any other pertinent information required by the Animal Control Officer. Commercial establishments selling dogs and cats which were not bred within the

County of Humboldt shall prominently display the name and address of the breeder(s) of such dogs and cats and any other pertinent information required by the Animal control Officer.

G. Any breeding permit holder selling or otherwise transferring a dog or a cat, whether for compensation or otherwise shall submit to the Animal Control Officer the name, address, and telephone number of the animal's new owner within five days from the sale or other transfer, on a Animal Control Officer's approved form; and

H. Any breeding permit holder or commercial establishment which sells or otherwise transfers a dog or cat, whether for compensation or otherwise, shall provide to the new animal owner County application(s) for a license and permit as well as written information regarding the license and permit requirements of the County of Humboldt applicable to such animal.

(5) The following animals are exempt from the breeding permit requirements:

A. Dogs documented as having been appropriately trained and actively used by law enforcement agencies for law enforcement and rescue activities;

B. Dogs documented as guide, signal, or service dogs pursuant to California Penal Code Section 365.5(d),(e) &(f) and successor sections;

C. Dogs and cats certified by a licensed veterinarian as not being suitable subjects for spaying and neutering due to health reasons;

D. Dogs and cats under the care of local animal control agencies; animal rescue organizations which have demonstrated to the Animal Control Officer that they have implemented an ongoing spay/neuter plan, as well as an adoption plan; or humane societies or societies for the prevention of cruelty to animals, if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporations Code, beginning at Section 5110, and successor sections; and

E. Dogs documented as enrolled in a guide, signal or service dog breeding program administered by a person licensed under Chapter 9.5 (commencing with Section 7200) of Division 3 of the California Business and Professions Code.

(d) **Penalties**

(1) Any cat or dog owner found by the Animal Control Officer to be in violation of the breeding permit provisions of this section may correct the violation(s) by providing conclusive proof to the Animal Control Officer that the dog(s) or cat(s) have been spayed or neutered, or by obtaining the necessary permit(s) mentioned in this section, no later than thirty (30) days from the date when the Animal Control Officer had first notified the owner of the violation should the owner fail to correct the violation(s) in the manner described above, the Animal Control Officer shall impose a $500.00 civil

penalty on the dog or cat owner. Notice of this penalty shall be served by the Animal Control Officer on the dog or cat owner either by personal delivery thereof to the person to be notified or by deposit in the United States Mail in a sealed envelope, postage prepaid, addressed to such person to be notified at her or his last known business or residence address as the same appears in the public records or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office. This penalty shall not be waived by the Animal Control Officer upon the transfer or abandonment of the dog or cat by the noncompliant owner. This penalty shall be imposed in addition to any other applicable civil or criminal penalties. If the civil penalty mentioned above is not paid and the owner does not spay/neuter her/his dog(s) or cat(s) or obtains the breeding permit(s) required under Subsection (c), above, within fifteen days from the date when the Animal Control Officer first notified the owner of the imposition of the civil penalty mention in Section (d)(1), the continuing violation of the breeding permit requirement of this section becomes a misdemeanor and may be prosecuted as such.

(2) The Animal Control Officer may revoke any permit issued pursuant to this section upon a finding that the permit holder has violated its terms and conditions. Such a finding shall be made after an administrative hearing is conducted. A notice shall be served on the person holding said permit specifying wherein she/he has failed to comply with this section or any other ordinance or with any terms or conditions specified in the permit and requiring her/him to appear before the County Planning Commission at a date and hour specified not less than five (5) days after the serving of said notice on said permit holder, to show cause at said time and place why said permit should not be revoked or suspended. At such time and place, the person holding said permit shall have the right to appear in person or by counsel and to introduce such evidence as she/he may desire, and the County Planning Commission shall confront said permit holder with any charges that the County Planning Commission may have against her/him, and after said hearing, the County Planning Commission may, if in its opinion the permit holder has violated the terms of her/his permit, revoke or suspend said permit. The decision of the County Planning Commission shall be final.

(3) Except as specifically mentioned in Subsection (d)(1) and (2), above, failure to comply with any of the requirements mentioned in Subsection (b) and (c) of Section 541.27 of this Code is an infraction punishable by a $50.00 fine for the first occurrence, $75.00 for the second occurrence and $100.00 for each subsequence occurrence.

(e) **Sale, adoption and Other Transfers of Dogs and Cats:**

(1) Any person who offers or provides, whether for compensation or otherwise, any dog or cat for sale or other type of transfer, shall disclose to the transferee information regarding the license and permit requirements of the County of Humboldt applicable to the transferred animal.

(2) No person shall present any dog or cat for sale, adoption, barter, exchange, or adoption, whether for compensation or otherwise, in any public place, without first obtaining a County Business License. The term **public place** shall include, but not be limited to, streets, highways, sidewalks, carnivals, shopping malls, flea markets, boardwalks, and areas in front of commercial establishments. This prohibition shall not apply to:

A. Local Animal Control agencies; non-profit animal rescue organizations exempt from taxation under Internal Revenue Code Section 501(c)(3); or humane societies or societies for the prevention of cruelty to animals if such societies are incorporated under the provisions of California Corporations Code Section 10400 and the Nonprofit Public Benefit Corporation Law in Part 2 of the California Corporations Code, beginning at Section 5110;

B. Permitted dog or cat shows; or

C. Permitted pet stores which sell or otherwise transfer dogs or cats, whether for compensation or otherwise, within the store.

(3) No person shall give away any dog or cat as a prize or as an inducement to enter into any contest, lottery, drawing, game or competition.

(4) No person shall give away any dog or cat as an inducement to enter a place of business, or to enter into a business arrangement.

(5) No person shall sell, barter, exchange or offer for adoption, whether for compensation or otherwise, any dog or cat to any minor under the age of eighteen years, without the written permission of one of the minor's parent's or legal guardians.

(6) Commercial establishments selling dogs and cats which were not bred within the County of Humboldt shall prominently display the name and address of the breeder(s) of such dogs and cats and any other pertinent information required by the Animal Control Officer.

(7) Failure to display the breeding permit number or include it in any advertisement for sale, adoption or other transfer of dogs and cats is an infraction punishable by a $50.00 fine for the first occurrence, $75.00 for the second occurrence and $100.00 for each subsequent occurrence.

(8) Possession of a valid permit under this section of the Code does not entitle the permit holder to engage in an activity which is otherwise prohibited by law.

SECTION 4. Section 541-35(a) of said Code is amended to read:

"Section 541-35(a). Each person who owns a kennel or place where there are kept five (5) or more dogs or cats for boarding, training or sale shall pay an annual

license fee for such kennel or place in such an amount as the Board of Supervisors may prescribe from time to time by resolution."

SECTION 5. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

SECTION 6. This ordinance shall take effect and be in force thirty (30) days from the date of its passage. A summary shall be published at least five (5) days before the date set for adoption and again fifteen (15) days after passage of this ordinance. It shall be published once with the names of the Board of Supervisors voting for and against the ordinance in a newspaper of general circulation published in the County of Humboldt, State of California.

PASSED, APPROVED, AND ADOPTED this ___ ___day of _____,2003.

AYES: Supervisors--
NOES: Supervisors--
ABSENT: Supervisors--

_____
Chair of the Board of Supervisors of the
County of Humboldt, State of California

(SEAL)

ATTEST:

Lora Canzoneri, Clerk of the Board of Supervisors
County of Humboldt

_____
Lora Canzoneri

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

September 4, 2018

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager

SUBJECT: Discussion and Possible Action on California River Parkways Grant Program Related to River Access Trails

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive a presentation from staff, provide direction and direct staff to proceed with concept application.

BACKGROUND AND DISCUSSION

The City Council determined for this year that river access was a major priority for the year and appropriated $5,000.00 towards this goal. Improvements have been made for vehicular access to the river at the end of Edwards Street, in addition to a public access trail at the end of Davis in the prior fiscal year.

Staff has become aware of a potential grant opportunity through Proposition 68 (approved June 2018) called the California River Parkways Grant Program. A concept application is due by September 27, 2018 and there is no required match. Staff is still investigating what an eligible project would look like, with one of the biggest hurdles being ownership or control over the land associated with a project.

A potential project would be to extend a bike trail from the end of Edwards Drive to connect with Davis Street along a City right-of-way. Such a trail has been planned for many years with the ultimate goal of a 1.75 mile long river front trail extending from Edwards Drive around Rio Dell to North Pacific Avenue near CC Market. Bike trails are specifically included in the circulation element of the General Plan. This first segment would only be approximately .28 miles in length and most recently appeared in the Eureka-to-Scotia Trail Corridor Assessment produced for the Humboldt County Association of Governments in June of 2016. Staff is also looking at other pedestrian access points that could become part of the grant application. Funding is limited, with only $7 million available statewide. If the Council is agreeable to the concept, staff will work with the City Engineer to submit a concept application.

Attachments:

Relevant section of Eureka-to-Scotia Trail Corridor Assessment

Proposition 68 Grant Program Summary

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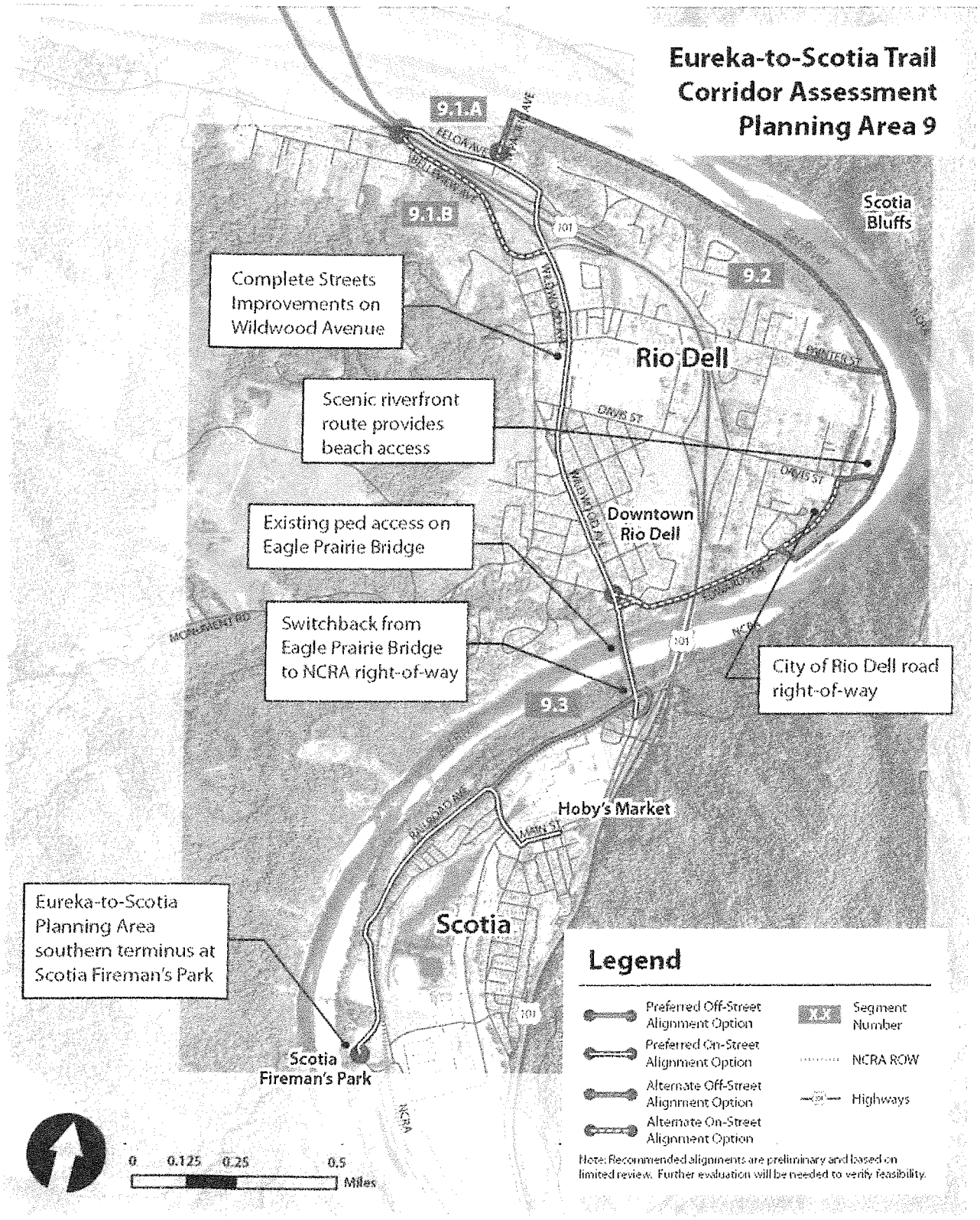


Figure 10. Planning Area 9 Segments

Segment 9.1.A: Rio Dell (East)

The proposed alignment continues south from Segment 8.2.A on Eeloa Road in Rio Dell to the intersection at Wildwood Avenue. Turning onto Wildwood Avenue, the alignment crosses under Highway 101, and follows Wildwood Avenue through downtown Rio Dell to Edwards Drive. Complete Streets improvements such as buffered bike lanes and pedestrian crossing enhancements are proposed along the entire length of this on-street segment.

Segment 9.1.B: Rio Dell (West)

The proposed alignment continues south from Segment 8.2.B on Belleview Avenue to the intersection of Wildwood Avenue. At this point, the proposed alignment follows Wildwood Avenue through downtown Rio Dell to Edwards Drive. The City of Rio Dell was awarded an Active Transportation Program grant to create Class II bike lanes along Belleview Avenue and Complete Streets improvements such as buffered bike lanes and pedestrian crossing enhancements along the rest of this on-street segment (construction is anticipated in 2019 or 2020).

Segment 9.2: Riverfront Trail

Segment 9.2 is a proposed scenic riverfront trail following the Rio Dell shoreline along the Eel River. Proposed trail connections include N Pacific Avenue, Painter Street, Davis Street and Edwards Drive. The southern end of this segment transitions back up to Edwards Drive, where to crosses under Highway 101 to Wildwood Avenue. The proposed trail would be constructed as an accessible beach path/boardwalk, and possibly feature overwater sections in the more constrained areas between N Pacific Avenue and Painter Street.

Rio Dell waterfront

Segment 9.3: Scotia

From the intersection of Wildwood Avenue and Edwards Drive, Segment 9.3 crosses over the Eel River via the Eagle Prairie Bridge. The Eagle Prairie Bridge to Scotia currently has sidewalks on both sides, but there is currently not sufficient width for separated bike facilities within the existing curb-to-curb width. Once over the bridge, the proposed alignment circles down around and under the bridge (on the east side) utilizing a short stretch of existing access road. At this point, the proposed alignment connects with the NCRA right-of-way once again. An at-grade temporary crossing is necessary here to bring the trail alignment over to the west side of the railroad tracks. The alignment then follows the NCRA right-of-way for about a half mile south, before connecting with Railroad Avenue. Once on Railroad Avenue, trail users can follow this on-street segment further south to Scotia Fireman's Park, the southern terminus of the Eureka-to-Scotia planning area, or connect to Bridge Street and Main Street to access downtown Scotia.

Grant Program Summary Table

Entry Update: August 3, 2018

Program:	**California River Parkways Grant Program** California Natural Resources Agency
Funding Source:	Proposition 68
Eligible Applicants:	Public Agencies and qualified California Nonprofit Organizations (Means any nonprofit corporation qualified to do business in California, and qualified under Section 501 (c) (3) of the Internal Revenue Code)
App Process/ Due Dates :	• Concept Application due September 27, 2018 – reviewed for eligibility and readiness • Potential applicants will then be invited to submit a complete grant application
Funding Limits:	• Approximately $7.0 million available in this round for the acquisition, restoration, protection and development of river parkways • There is no maximum or minimum funding request amount • No required match
Statutory Requirements	1) Projects must involve natural creeks, streams and/or rivers, even if they flow only during the rainy season, or channelized or culverted creeks, streams and/or rivers. 2) Projects must meet at least two of the following five statutory conditions: a) Recreation - Provide compatible recreational opportunities, including trails for strolling, hiking, bicycling and equestrian uses along rivers and streams. b) Habitat - Protect, improve, or restore riverine or riparian habitat, including benefits to wildlife habitat and water quality. c) Flood Management - Maintain or restore the open space character of lands along rivers and streams so that they are compatible with periodic flooding as part of a flood management plan or project. d) Conversion to River Parkways - Convert existing developed riverfront land into uses consistent with river parkways. e) Conservation and Interpretive Enhancement - Provide facilities to support or interpret river or stream restoration or other conservation activities. 3) Projects must provide public access or be a component of a larger parkway plan that provides public access. 4) Projects must comply with the California Environmental Quality Act (CEQA), Division 13 (commencing with Section 21000). 5) Property must be acquired from a willing seller and in compliance with current laws governing relocation and acquisition of real property by public agencies (Government Code, Chapter 16, Section 7260 et seq.,). 6) Projects must comply with current labor and prevailing wage Codes.
Program Preferences/ What makes a good project for this program	• Priority will be given to projects that leverage private, federal, local funding or produce the greatest public benefit. • Funds cannot be used to fulfill any mitigation requirements imposed by law. • Priority may be given to projects with components that emphasize efficient use and conservation of water supplies, use of recycled water, capture of stormwater, facilitation of safe and reliable drinking water to park and open-

space visitors, or carbon sequestration features in project design.

- For development projects, priority may be given to projects that include the use of services of the California Conservation Corps or certified conservation corps to implement projects.
- At least 20 percent of the funds shall be allocated for projects serving severely disadvantaged communities (community with a median household income less than 60 percent of the statewide average).
- Up to 5 percent of the grant may be used for community access. Community access is defined as "engagement programs, technical assistance, or facilities that maximize safe and equitable physical admittance, especially for low-income communities, to natural and cultural resources, community education, or recreational amenities." This includes, but is not limited to transportation, physical activity programming, resource interpretation, multilingual translation, natural science, workforce development and career pathways, education, and communication related to water, parks, climate, coastal protection, and other outdoor pursuits.
- Agency recognizes the need for consultation regarding projects that affect California tribal communities. As such, applicants should make every effort to involve Native American Tribes or stakeholder groups as appropriate.

Sample Eligible and Ineligible Projects

Eligible River Parkways Projects - The items below provide examples of project elements that meet statutory conditions. (This is **not** a comprehensive list.)	**Ineligible River Parkways Projects/Applications** – The items below provide examples of projects and elements NOT funded under this program. (This is **not** a comprehensive list.)
Recreation • Create or expand trails for walking, bicycling and/or equestrian activities that are compatible with other conservation objectives. • Improve existing river parkways by providing amenities such as picnic and rest areas, shade ramadas, etc. • Provide river access for non-motorized activities such as fishing, canoeing, etc. • Acquire property along a river to be used for compatible recreational opportunities such as picnics, nature viewing, etc. • Relocate or reconstruct existing trails to correct environmental damage. **Habitat** • Convert channelized streams or rivers to a more historical flow pattern that will promote the structure, function and dynamics of riparian and riverine habitat. • Acquire land that will be managed to increase the size and quality of existing riparian habitat. • Remove exotic and/or invasive plants along stream corridors that damage habitat. • Plant appropriate native trees, shrubs, and plants to restore or improve the river parkway's biological habitat. **Flood Management** – as part of a flood management plan or flood management project • Expand existing River Parkway by acquiring adjacent lands to accommodate periodic flooding. • Restore land to natural floodplain forms, including wetland areas that will accommodate periodic flooding. • Acquire streamside parcels that have historically flooded to become a River Parkway. **Conversion to River Parkways** • Convert riverfront land from industrial use into public multi-use areas such as floodplains, wetlands, public trails, etc. • Revitalize urban neighborhoods by removing abandoned structures along the riverfront to provide open space with river access for the public. • Acquire commercial or agricultural property along a riverfront to expand existing River Parkways. **Conservation and Interpretive Enhancements** • Construct an overlook area for a restored wetland with interpretive signage, where the public can observe the project benefits. • Construct a boardwalk adjacent to sensitive habitat to allow public viewing without disturbing flora or fauna. • Develop open-space areas such as demonstration gardens/basins that illustrate restoration/conservation project benefits. • Provide informational displays, interpretive kiosks and signage to present information/maps about the River Parkway, its restoration projects, wildlife, etc. • Construct small scale structures designed to secure kiosks and displays.	• Projects with no river or stream linkage. • Projects that include acquisition of property that cannot be purchased at fair market value. • Planning only, or operations and maintenance projects. • Programmatic projects, such as education and outreach. • Projects that exclusively fulfill mitigation requirements. • Active recreation projects (including playgrounds, skateboard parks, basketball courts and ball fields). • Recreational activities not compatible with the specific environment or location in which they are situated. • Projects that upgrade, expand or facilitate motorized use of trails (even when used by non-motorized trail users). • Projects that create or improve roads for motorized use. • Projects that will not be completed in the allotted timelines. • Parking lots, bridges or infrastructure. (Parking areas, bridges or infrastructure may be funded only as a necessary but minor component of the project to make the River Parkway accessible to the public.) • Dredging behind dams to reduce siltation, or other purposes. • Projects that construct multiple-use buildings, educational facilities or regional community centers. • Renovation/restoration of structures on converted riverfront land. • Development projects contingent on future acquisition for project implementation. • Projects that include both acquisition and development (project must be one or the other, not both.) • Projects that attempt to meet one of two statutory conditions with landscaping instead of restoration. (Landscaping may be funded only as a minor component of a larger project that meets two statutory conditions.) • Projects that are intended to correct problems caused by inadequate maintenance. • Applications that include more than one project.

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

CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
September 4, 2018

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Kerrigan, Finance Director BK

DATE: September 22, 2018

SUBJECT: Discussion regarding payment drop box

RECOMMENDATION

1. Review the Staff report and attached information; and
2. Receive public input and discuss payment drop box
3. Staff recommendation for location of drop box (as shown on map)

BACKGROUND AND DISCUSSION

For several years a payment drop slot has been located at the top of the stairs near the doors of City Hall. Staff has determined that a drop box located in the parking lot will better serve customers. The drop box will be located such that customers can pull up and conveniently drop payments without getting out of their vehicles. The box will be of commercial quality with the intent to mitigate any losses due to theft and/or vandalism. Customer payments and other deposited items are expected to be safe and secure.

There are limited locations in the parking lot that place the driver right in front of the drop box. A map is attached showing possible locations.

BUDGETARY IMPACT

The newly adopted budget contains funds for a payment drop box.

ATTACHMENTS

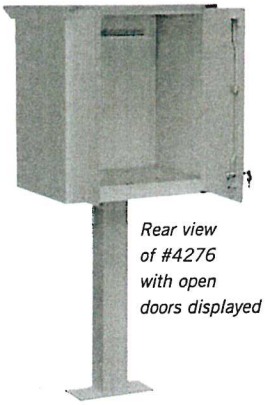
- Map showing potential locations
- Payment drop box details

Pedestal Drop Boxes

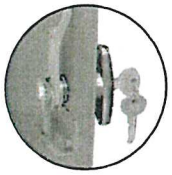
#4275's with optional custom engraved placards (#4267) displayed

PEDESTAL DROP BOXES

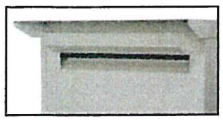
Made entirely of aluminum, Salsbury 4200 series pedestal drop boxes are available in three (3) different sizes. Model #4275 is 15-3/4" wide, model #4276 is 23" wide and model #4277 is 30-1/4" wide. All pedestal drop boxes include a 28-1/2" high matching pedestal and are the same height (55-1/2") and depth (19"). Standard units are accessed from the rear through a two (2) point latching master door on the #4275 and two (2) master doors on the #4276 and #4277. Each door swings open over 90 degrees for unloading convenience. Standard units include a locking "T" handle (#4290) on the rear door(s), a weather protection hood and a mail flap on the front of the unit. The pedestal drop boxes feature a durable powder coated finish available in three (3) contemporary colors (or primer). Custom options (#4280 - see page 55) and custom colors (#4205) are available upon request.



Rear view of #4276 with open doors displayed



Replacement T-handle lock (with (2) keys) (#4290 - $40.00)



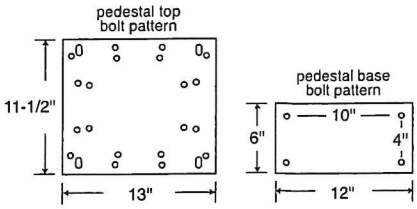
Front view of #4276 with open mail flap displayed

PEDESTAL DROP BOXES - INCLUDES DROP BOX, PEDESTAL AND T-HANDLE LOCK

MODEL	DESCRIPTION	UNIT SIZE	WEIGHT	PRICE
4275 [1]	Pedestal Drop Box - regular mail slot: 12" W x 2" H	15-3/4" W x 55-1/2" H x 19" D	45 lbs.	$500.00
4276 [1]	Pedestal Drop Box - large mail slot: 18" W x 2" H	23" W x 55-1/2" H x 19" D	55 lbs.	$550.00
4277 [1]	Pedestal Drop Box - jumbo mail slot: 20" W x 2" H	30-1/4" W x 55-1/2" H x 19" D	65 lbs.	$600.00
4285 [1]	Pedestal - replacement top: 13" W x 11-1/2" D base: 12" W x 6" D	4" W x 28-1/2" H x 5-1/2" D	20 lbs.	$100.00
4205	Custom color - specify color	add		$100.00
4280	Custom option - for Pedestal Drop Boxes (specify A, B, C, D, E, F)		add	$100.00
4294	Pedestal mounting kit - (4) anchor (j) bolts - for new concrete installations		3 lbs.	$25.00

[1] Specify

gray | white | blue | primer | custom color (order #4205 - $100.00)



CUSTOM ENGRAVED PLACARDS

12" W x 2" H custom engraved self-adhesive placards are available as an option upon request.
(#4267 - $15.00)

DEPOSITS

4275

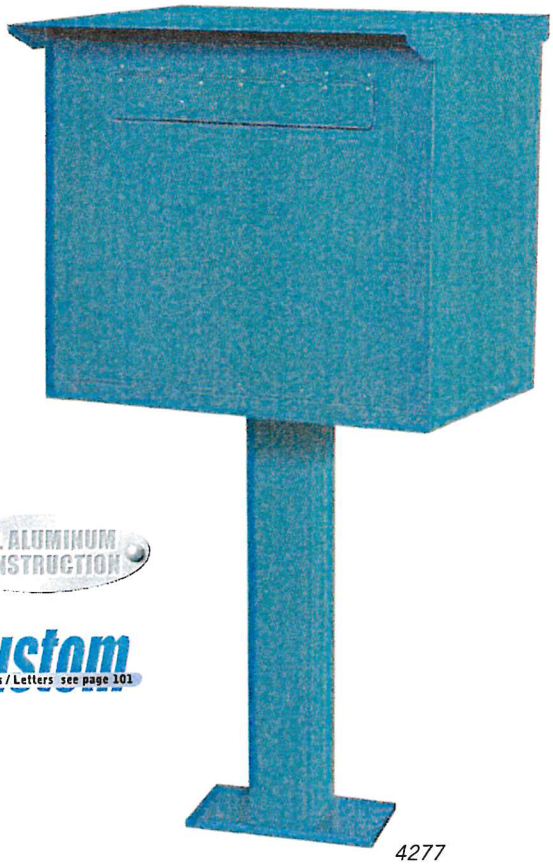
Matching pedestals are included with Pedestal Drop Boxes

4276

ALL ALUMINUM CONSTRUCTION

custom

Numbers / Letters see page 101

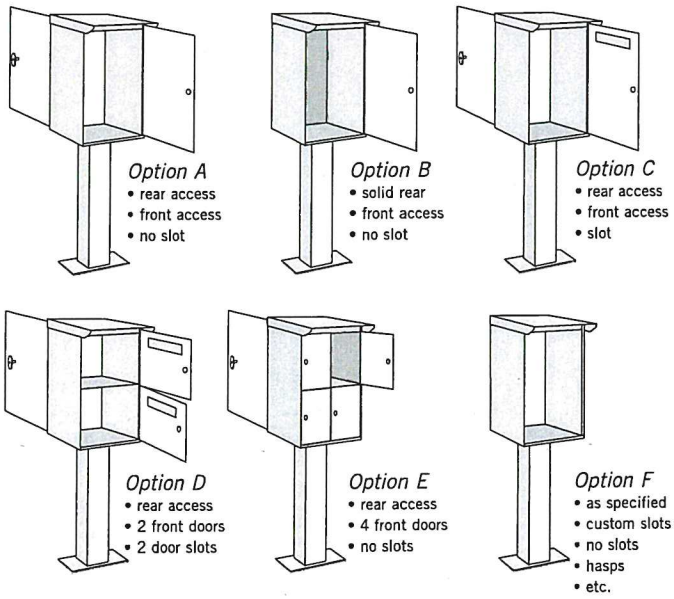


4277

CUSTOM PEDESTAL DROP BOX OPTIONS #4280

Pedestal drop boxes can be customized to meet your specific needs. The following options for pedestal drop boxes #4275, #4276 and #4277 are available upon request. Order #4280 for any one of the following options or specify your exact needs. Pedestal drop boxes are ideal for colleges and schools, military bases and many other applications.

Note: U.S.P.S. front or rear access not available.



#4275 units with custom options (#4280) displayed

Final inspection of pedestal drop boxes

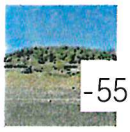
Google Maps 675 Wildwood Ave

Imagery ©2018 Google, Map data ©2018 Google 50 ft

675 Wildwood Ave
Rio Dell, CA 95562

At this location

Rio Dell
3.0 ★★★
City Hall · 675 Wildwood Ave
Opens at 8:00 AM

Rio Dell Police Department
State Police · 675 Wildwood Ave

Rio Dell Public Works
Paving Contractor · 675 Wildwood Ave