



AGENDA
RIO DELL CITY COUNCIL
CLOSED SESSION – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.
TUESDAY, JULY 21, 2015
CITY COUNCIL CHAMBERS
675 WILDWOOD AVENUE, RIO DELL

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

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

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

- A. CALL TO ORDER
- B. ROLL CALL
- C. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS:
 - 1) 2015/0721.01 - **Conference with Legal Counsel – Existing Litigation**
Name of Case: City of Rio Dell v. SHN Consulting Engineers and Geologists, Inc. a California Corp. Case No. DR130745 (Pursuant to Gov't Code Section 54956.9(a))
- D. PUBLIC COMMENT REGARDING CLOSED SESSION
- E. RECESS INTO CLOSED SESSION
- F. RECONVENUE INTO OPEN SESSION – 6:30 P.M.
- G. ORAL ANNOUNCEMENTS
- H. PLEDGE OF ALLEGIANCE
- I. CEREMONIAL MATTERS

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 Councilmembers present that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 3 minutes.

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 members if there is anyone who wishes to address any matter on the Consent Calendar. The matters removed from the Consent Calendar will be considered individually in the next section, "SPECIAL CALL ITEMS".

- 1) 2015/0721.02 - Approve Minutes of the July 7, 2015 Regular Meeting (**ACTION**) 1
- 2) 2015/0721.03 - Approve Annual Step Increase for City Manager, Kyle Knopp Pursuant to Section 6.B of the City Manager's Employment Contract (**ACTION**) 11

L. ITEMS REMOVED FROM THE CONSENT CALENDAR

M. SPECIAL PRESENTATIONS/STUDY SESSIONS

- 1) 2015/0721.04 - Presentation from the Executive Director of the Workforce Investment Board, Jacqueline R. Debets (**RECEIVE AND FILE**) 19

N. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2015/0721.05 - Update on the Metropolitan Well Site Redevelopment Project Authorizing the City Manager to Sign Agreement for Final Design, Bid Period Services and Construction Management Contract with GHD Engineering, Inc. (**DISCUSSION/POSSIBLE ACTION**) 20
- 2) 2015/0721.06 - Update on Acquisition of School Site Property for City Park and Authorization for City Manager to Proceed (**DISCUSSION/POSSIBLE ACTION**) 33
- 3) 2015/0721.07 - Report on Historical Information on Building Activities and Projected Outlook (**DISCUSSION/POSSIBLE ACTION**) 34
- 4) 2015/0721.08 - Authorize Mayor to sign Agreement with County of Humboldt for Measure Z Funding (**DISCUSSION/POSSIBLE ACTION**) 38

O. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

P. REPORTS/STAFF COMMUNICATIONS

1. City Manager
2. Chief of Police
3. Finance Director – Check Registers for May and June 2015
4. Community Development Director

55

Q. COUNCIL REPORTS/COMMUNICATIONS

R. ADJOURNMENT

*The next regular meeting will be on August 4, 2015
at 6:30 p.m. in City Hall Council Chambers*

**RIO DELL CITY COUNCIL
REGULAR MEETING
JULY 7, 2015
MINUTES**

The regular meeting of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Wilson

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

PUBLIC PRESENTATIONS

None

CONSENT CALENDAR

The minutes of the June 23, 2015 study session were removed from the consent calendar for separate discussion at the request of Sharon Wolff.

Motion was made by Johnson/Thompson to approve the Consent Calendar including Approval of Minutes of the June 16, 2015 Regular Meeting; Approval of Resolution No. 1265-2015 Adopting Billable Rates for staff time for FY 2015-2016 rescinding Resolution No. 1220-2014; and Approval of a 1-year extension of Employment Agreements as amended with Rio Dell Employees' Association, Rio Dell Police Officers Association, and Contract Employees from July 1, 2015 to June 30, 2016. Motion carried 5-0.

ITEMS REMOVED FROM THE CONSENT CALENDAR

Approval of Minutes of the June 23, 2015 Study Session

Sharon Wolff referred to page 8 of the minutes where she was addressing the City Council and stated for clarification that it was Nick Angeloff rather than herself that made the statement beginning with "She agreed with the need for positive law enforcement....."

Mayor Wilson also noted a correction on page 4 of the minutes and said he was quoted to say that his observation was that every new structure in the City was related to cannabis and stated for clarification that what he was referring to was the Eel River Industrial Park.

He also referred to the last paragraph on page 8 of the minutes where Councilmember Thompson was talking about renewable energy and the idea of placing wind turbines on the City's parcel on Belleview Ave. and asked if he was referring to that particular parcel or the City's well site property or wastewater disposal site in Metropolitan.

Councilmember Thompson said he was referring to the Metropolitan area but he did comment that it was in his own back yard which is probably how it was misinterpreted. He noted that he had contacted Redwood Coast Energy Authority (RCEA) and they will be sending out some information on wind turbines however; they had not done any research yet.

City Manager Knopp pointed out that the wastewater disposal site parcel is actually located outside City limits and staff is currently working on that particular issue at this time.

City Clerk Dunham stated she would make the corrections to the minutes as noted.

Motion was made by Garnes/Johnson to approve the June 23, 2015 minutes as amended. Motion carried 5-0.

SPECIAL PRESENTATIONS/STUDY SESSIONS

Presentation from City Manager on Metropolitan Well Site Redevelopment Project Approving Preliminary Plan

City Manager Knopp said as the Council is aware, GHD Engineering provided a presentation on the status of the Metropolitan Well Site Redevelopment Project at the last meeting so staff's intention tonight is to provide a brief presentation and bring the Council up to date on specific issues that still need to be worked out. As such, staff's recommendation is to receive the presentation, approve the preliminary plans and authorize staff to proceed with the final design. He proceeded with an overview of the preliminary design, the funding process, and an update on the timeline for the final design and construction.

Related to the Prop 84 grant funding, he noted that originally the State talked about having their part of the process for the funding completed by June 1st but the process has been somewhat delayed and the documents are just now coming to the County who will be the grant administrator. He said once it is in the hands of the County, the process should speed along in terms of getting the grant funds to the City. He said he expected to receive the grant documents and sub-grantee agreements for signature by the end of July or early August which will allow the City to get the billing submitted for the costs incurred to date on the project.

He said as the Council is aware, there is a difference in the cost of the project and Prop 84 funds so staff is in the process of securing additional gap funding to cover the remaining costs. He said two grant applications were submitted; one for a USDA Emergency Community Projects grant, and another through the State Revolving Loan Fund Program. He noted that they are currently both being reviewed and staff expects to receive feedback very soon.

JULY 7, 2015 MINUTES

Page 3

City Manager Knopp continued with review of the basic overall design of the project as shown in the schematic prepared by the engineer and said this is the result of staff meeting with the engineer and going over the plan and recommending alternatives and changes to the overall picture of the system. He said there were two significant changes recommended. The first thing staff asked for was some added safeguards in the design creating an extra process in the water purification process that places the water into a wet well type design that is then analyzed separately to make sure that the water pumped into the system is pure and free from iron and manganese. He explained if the system should detect high levels of iron and manganese, the tank can be shut off and drained before it enters into the system. He pointed out that the draft plan presented at the last meeting did not include that modification.

He said the other recommended change had to do with the filtration system. The original design called for a single Greensand Filter and staff asked that it be researched to see how to reconfigure the system to basically have the equipment work independently so if one or more parts of the system failed the system would not shut down and would still be able to continue to pump water into the system.

City Manager Knopp stated that he believes the modifications will fit into the original project budget.

Councilmember Johnson stated that the design shows the backwash solids going to the landfill and asked if staff has any idea of the quantity of solids based on using the system for two or so weeks a year.

Water/Roadways Superintendent Jensen explained the process and said depending on the size of the tank used, the amount of water varies however; only 10 percent of that is recycled. He said as to the amount of solids, staff doesn't have that calculation yet and will be doing more tests to determine the actual level of iron and manganese in the system. He said the numbers haven't been consistent so they will need to get a better number before bringing that forward.

Councilmember Thompson asked where the solids will be disposed of.

Water Superintendent Jensen said at this point the plan is to take it to Eel River Disposal and said it will be dried first so there won't be a significant amount of solids to dispose of.

City Manager Knopp commented that one question that came up regarding the overall design of the system had to do with the City maintaining some flexibility in the system and also that the system not be so proprietary so that the City is forced to utilize one vendor who controls the price of the components. He said the Greensand Filter System alleviates this concern and accomplishes the task of removing the iron and manganese from the groundwater. He pointed out that this system has been around for many years and is widely recommended for this type of treatment process. Also, there are various vendors that supply Greensand Filter systems.

JULY 7, 2015 MINUTES

Page 4

City Manager Knopp stated that the more disappointing information to report is related to the project timeline and said although it was an overly ambitious schedule; the final timeline is now projected past the original December, 2015 completion date which delays the City's ability to move the project forward in any efficient manner.

He said in order to be able to apply for additional grant funding; the preliminary design has to be determined to know what the total projects costs are going to be. He pointed out that the design phase is extremely important to insure the system is one that will remain in place for years to come.

He said the staff recommendation was to approve the preliminary design and authorize the City Manager to move forward with the final design however; unless the Council would like staff to push the project further, staff is recommending that staff hold off on moving forward on the final design phase until the City secures the Prop 84 grant funds. He said staff anticipates receiving grant funds in early August so the delay in terms of the project is only a couple of weeks. He noted that otherwise; staff will have to come back to Council for approval of additional inter fund loans as the Council approved initially to cover costs thus far.

City Manager Knopp stated that staff will come back to Council with a briefing at the next meeting and then in August for the approval to move forward with the final design.

Councilmember Johnson asked for clarification that GHD Engineering has been paid for the preliminary design work.

City Manager Knopp clarified that the City has been paying for costs incurred to date with the inter-fund loan and that GHD has been paid; without the loan the project would have been delayed significantly.

SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

Letter of Support for the Concept of a Feasibility Study for a Water Pipeline Extending from Humboldt Bay Municipal Water District (HBMWD) to Rio Dell

City Manager Knopp provided a staff report and said as the Council may recall, the Humboldt Bay Municipal Water District (HBMWD) provided a presentation to the City Council at the August 5, 2014 meeting on a draft report produced for Humboldt Bay Municipal Water District related to a reconnaissance-level pipeline route study which explored potential routes to transfer excess water to potential customers to the east and various proposals to the south. He said representatives of HBMWD expressed interest in actively pursuing a way to deliver water to other communities on the North Coast with a possible southerly terminus at Lake Mendocino. He noted that all of the proposed routes were a considerable distance from Rio Dell with the closest alignment being Bridgeville and they felt that a pipeline from Bridgeville west to Rio Dell would be more expensive than a pipeline from HBMWD's lines at College of the

Redwoods. As such, routes along Highway 101 or the North Coast Railroad Authority's right-of-way's near Rio Dell were not part of the final series of options.

He said since that time, HBMWD has been exploring the possibility of doing a feasibility study for a southern route to Rio Dell and possibly further south; separate from the reconnaissance level pipeline study which would require a partnership with other cities or districts and commitment of matching funds to further the effort. He said the Council, back in December approved sending a letter of support for the pipeline study and staff has been discussing the proposed study with various stakeholders and other than the City of Fortuna there has been little interest. He said in his discussions with neighboring entities, CSD's and HBMWD, a small token would be enough to signal the City's intent and possibly get other entities to sign on. He said he would not recommend the Council move forward unless there are others willing to commit money and move the project forward and if the Council's intent is to proceed to pursue this project then he would recommend the City Council authorize the City Manager to commit \$2,000 or 10% of the City's cost in order to further the study.

He said from the City's perspective the supplier should put the money up for the study since they will be selling the water but from HBMWD's perspective they feel the customer should show their commitment by obligating funds.

He also noted that new information surfaced indicating that HBMWD is also considering extending the pipeline north from McKinleyville to Trinidad as the Cher-As-Heights Casino and the City of Trinidad has expressed interest in looking at potential expansion of their water systems. He stated that both north and south studies could be done at the same time and reminded the City Council that the end product would be a basic feasibility study that would potentially answer some of the questions the Council had previously such as how many miles of pipeline, what the route options would be, project costs and funding options. A potential benefit would be having the study for posterity 10 to 30 years down the road. He said on the other hand, the City does have a very serious situation in the water fund and is facing a deficit fund balance for this fiscal year and as such, the Council needs to be very cautious and make sure that it is a high priority to commit funds for this purpose.

Councilmember Johnson commented that he believes the HBMWD's Water Rights Permit expires in 2029 so essentially they have another 14 years before they potentially lose 50 to 60 million gallons of their water rights. He pointed out that the City still has another 20 or 30 years to pay on their water debt and \$7 million or so on the wastewater improvements. He pointed out that every month the City has a deficit in the Water Fund. He said the City recently installed pipe under the river for directional drilling for wastewater disposal and for approximately 1 mile of pipe, the cost was \$1.5 million. He said for those reasons he cannot really support any feasibility study because it would potentially be adding millions of dollars of indebtedness if the City ended up utilizing the pipeline because somebody is going to have to pay for the miles of pipeline to get it to Rio Dell.

JULY 7, 2015 MINUTES

Page 6

Mayor Wilson pointed out that the City can't possibly fund a project of this magnitude but once the feasibility study is done, the State could potentially step in with grant funding. He commented that although he has no scientific data to back it up, he believes the drought situation is going to continue longer than we think and the City can't wait until the water system actually dries up then expect go to our neighbor to the north (Fortuna) and ask for help. He noted that the City's groundwater is being tapped heavily including entrepreneurs from southern Humboldt so he personally thinks the feasibility study should be done. He said \$2,000 in the whole scheme of things is not a big deal.

Councilmember Thompson agreed that it is unknown how long the drought will last and if the City takes this step and no one else commits, the City won't be out any money. He said he is not sure why HBMWD isn't willing to pay for this study when they paid for the last one but he doesn't want to close the door on it until the City has more information and understands the possibilities. He said he was in support of committing the \$2,000 to take the next step because in another year or two, the Eel River could be dried up and once the City gives up the chance to potentially get water from HBMWD there likely won't be another opportunity. He said he would hope the County would come on board and support the project even though they don't really have a need for the water, it would be in their best interest if it were to happen.

Councilmember Marks asked if they would start the study once the City commits \$2,000.

City Manager Knopp explained the game plan is to offer it up (not necessarily send them a check) and encourage neighboring entities to also commit to a match. He said the estimate he received for Rio Dell's portion of the feasibility study is \$20,000 so other entities would be asked to put up a 10% match of what their cost would be. From there, the City would basically ask the State to come in and cover the rest of the \$20,000 in the form of a grant. He pointed out that because this project would be identified as a regional approach and includes Trinidad in the pipeline extension, it stands a pretty good likelihood of getting funded because as a partnership, it benefits multiple regions.

Councilmember Garnes asked if HBMWD could also approach the State for funding.

City Manager Knopp indicated it would be wise to approach all stakeholders and also the County to see if they will be willing to contribute because it would provide options for some of the unincorporated areas south or possibly Loleta.

Mayor Wilson stated that he would like to do something to get the ball rolling and as they go through the study, perhaps others will decide to take another look at potential advantages.

Councilmember Thompson commented that Supervisor Fennel came down and showed a great deal of interest during the presentation to the Council last year so she may be willing to approach the County.

Councilmember Johnson asked for Water Superintendent Jensen's opinion on the issue.

Water Superintendent Jensen responded and said the aquifer is getting lower and lower which makes him a little nervous and having a placeholder and not closing the door is probably a good thing. He said for \$2,000 the City would get the feasibility study and have something on the table to look at. He added that he understands the cost per mile to run the pipeline to Rio Dell is an issue and agrees that someone else will have to pay for it because obviously the cost can't be passed on to the ratepayers.

Mayor Wilson called for public comment on the subject.

Tracy O'Connell stated that she noticed that there is a company located at the Eel River Industrial Park selling truckloads of water and asked if that has any impact to the City's water supply and if it is a concern to the City to secure that site. She commented that they could essentially contract with Cal-Fire and haul out huge amounts of water.

City Manager Knopp added that part of what the City is trying to do is work with the County to implement a water monitoring program and there is a current effort to do groundwater monitoring throughout the Eel River basin and the aquifer in the basin which extends through Rio Dell to the south side of Scotia. He said as he mentioned before, there have been no monitoring stations set up on this stem of the Eel River which is why the City is working with the County and using the monitoring wells to monitor the aquifer level. He noted that when you look at the charts over the last 30 years there hasn't been a lot of fluctuation and pointed out that an individual trucking water off a parcel ½ mile away from the water production site is probably not going to have a dramatic impact on the water table. He noted that it is something that the City intends to monitor and will be instituting a long-term plan.

Sharon Wolff stated that it makes sense to do a feasibility study and with that much water that close by perhaps the City will be able to use it instead of pulling water from the Eel River. She said Rio Dell is on the downside of the river and the agricultural runoff from Southern Humboldt coming down through the river is not even being tested and it would not be a bad idea to look at all possible sources of water. She pointed out that HBMWD needs to get rid of water and the City needs water so a feasibility study would certainly be the way to go and it if doesn't work out then it doesn't work out.

Motion was made by Garnes/Marks to authorize the City Manager to commit \$2,000 or 10% of the feasibility study cost only if other entities sign on to the feasibility study and commit matching funds. Motion carried 5-0.

ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

Second Reading (by title only) and Adoption of Ordinance No. 336-2015 Amending Title 2, Chapters 2.05 and 2.10 of the Rio Dell Municipal Code Adopting City Council Protocols/Rules of Procedure and Rules of Order for the Conduct of City Council Meetings

City Clerk Dunham provided a brief staff report and said the ordinance was introduced at the June 16, 2015 regular meeting and is back before the Council at this time for its second reading and adoption. She reviewed staff's recommendation to open the public hearing, receive public comment, close the public hearing, deliberate and make a motion to approve the Ordinance adopting the 2015 City Council Protocols and Rules of Order. She noted the ordinance will become effective 30 days after adoption which will be August 7, 2015.

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

Motion was made by Johnson/Marks to conduct the second reading (by title only) and adopt Ordinance No. 336-2015 *Adopting City Council Protocols and Rules of Order, Amending Title 2, Chapter 2.05 and 2.10 of the Rio Dell Municipal Code.* Motion carried 5-0.

REPORTS/STAFF COMMUNICATIONS

City Manager Knopp distributed a written *City Manager Update* and provided a brief review of the items including a graph of the *City of Rio Dell Water Flow to Distribution*.

He reported that he has been working with the County in terms of implementation of Measure Z and said the City received a generous grant from the County for clerical support for the police department. He said the clerical support covers a 3/5 time position so 2 days/week Hilda Talavera from the finance department will provide clerical support and 1 day/week Susie Townsend will focus on basic Code Enforcement issues. He noted the initial focus will be on Wildwood Ave. then will be rotating through the various neighborhoods. He reported that staff will be putting together a matrix for submittal to the County to show how the funds are being utilized.

Mayor Wilson commented on the need to have an equitable process with regard to code enforcement.

City Manager Knopp also announced there will be a Child Car Seat Event on Tuesday, July 28th from 11:30 to 2:00 p.m. in the parking lot at City Hall; reported that GHD submitted grant applications on behalf of the City to USDA and SRLF for the gap funding on the Metropolitan Wells Project; said the City received its Army Corp of Engineers 404 permit for excavation of materials off of the infiltration gallery; said staff sent out a City Newsletter on June 19th and the next newsletter will focus on water rates; and said the first meeting to discuss water rates is tentatively scheduled for August 4th.

Related to the water flow graph, he reported that currently water customers with 3,000 connections or more are subject to a 25% water reduction mandate by the State and if Rio Dell were under that mandate would be meeting and exceeding that target.

He also announced that he and Councilmember Garnes discussed having a photo opportunity involving a banner and promotional materials for the 50th Anniversary Celebration and said he wanted to make sure the City Council and staff is available to participate. It was scheduled for Thursday morning at 8:00 a.m. in front of City Hall.

COUNCIL REPORTS/COMMUNICATIONS

Mayor Wilson asked if a date had been set for the joint meeting with the Planning Commission.

City Manager Knopp stated that the date had not yet been determined but he would get together with the Community Development Director and come up with a schedule.

Councilmember Johnson reported the Last Chance Grade Stakeholders group met last Wednesday and discussed eight alternatives and will continue to discuss it over the next few months and hopefully come up with a preferred plan. He also reported that HCAOG will be holding a Bicycle Summit in October and one of the things they talked about at the HCAOG meeting is bicycle parking and said other than the school or the Dollar General, there is not a lot of parking for bikes in Rio Dell including City Hall and said the Council might want to direct the Planning Commission to develop standards requiring bike racks for new development in commercial and industrial areas.

Mayor Wilson noted that he attended the last meeting of the Planning Commission and *The Green Bean* coffee shop will be providing a bike rack at their new business even though it is not required under the current zoning code.

Councilmember Johnson announced the League of California Cities Redwood Region is holding their summer meeting in Trinidad and encouraged everyone to attend. He also announced that the annual statewide conference will be held in San Jose at the end of September and said he will also be attending that conference.

Councilmember Garnes stated that she had nothing to report but would like to acknowledge some people and said Steve and Nancy Wadsworth walk to Scotia daily and recently they noticed some offensive graffiti on the south end of the bridge. She said she was on her way out of town so she emailed the City Manager and asked if he could send someone down to take a look at it and contact the responsible party to address the problem which he did and had it taken care of the same day. She said she wanted to express her appreciation to everyone involved for the prompt attention in getting it taken care of.

JULY 7, 2015 MINUTES
Page 10

Councilmember Johnson said he had a similar situation and said he was jogging back from Scotia and Gary Stallings, the custodian at Rio Dell School who lives in Scotia was out there with a can of white paint cleaning up graffiti; so he too would be deserving of a Good Samaritan coupon.

City Manager Knopp commented that the Eagle Prairie Bridge is actually one of the shortest highways in California and said it is the responsibility of Cal-Trans to maintain it. He said they were very responsive and got out very quickly to clean up the graffiti so wanted to extend thanks to CalTrans.

Mayor Wilson reported on his attendance at a RREDC meeting and said there was an airport representative who provided a presentation and went over some of the marketing issues which have changed dramatically over the past year. He said before when they looked for airlines to come in they almost had to beg to even get the opportunity to talk to them and airlines are now more inclined to listen. He said that one of the biggest things he came away with was that they raised a million dollars in funding and the airline doesn't want more money but rather passengers to fill the seats. He referred to a website for airline tickets that shows the cost of driving to San Francisco or Medford to fly out versus the cost of flying locally which shows that you aren't really saving that much. He said one of the things we can do as a community is to fly out locally and the more we fly local and shop local the more it helps to build our community.

ADJOURNMENT

Motion was made by Johnson/Thompson to adjourn the meeting at 7:50 p.m. to the July 21, 2015 regular meeting. Motion carried 5-0.

Frank Wilson, Mayor

Attest:

Karen Dunham, City Clerk



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

July 21, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Implementing Annual Step Increase for City Manager Pursuant to Section 6.B. of Employment Contract

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the implementation of Section 6.B. of the City Manager's Employment Contract.

BACKGROUND AND DISCUSSION

An Employment contract with the City Manager was signed on June 23, 2014. The contract includes two step increases of 3%, occurring annually after the July 21, 2014 date of hire and satisfactory performance.

The City Manager asked the City Attorney for his interpretation of the language. The City Attorney concluded that an annual evaluation had been completed earlier in 2015 and further recommended that the item be placed on consent for purposes of transparency. The City Manager concurred.

///

**KYLE C. KNOPP
EMPLOYMENT AGREEMENT
WITH CITY OF RIO DELL, CA.**

This employment agreement is made and entered into 1st day of July, 2014 by and between the **CITY OF RIO DELL**, a municipal corporation of the State of California, hereinafter referred as the "**Employer**" and **KYLE C. KNOPP**, hereinafter referred to as "**Employee**", both of whom understand as follows:

WHEREAS, **Employer** desires to employ the services of said **Employee** as **City Manager** of the City of Rio Dell; and

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

WHEREAS, **Employee** desires to accept employment as the City Manager of the said City;

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

SECTION 1. DUTIES

Employer hereby agrees to employ **Employee** as **City Manager** of said **Employer** to perform the functions and duties specified in the Ordinances of said City, pursuant to California Government Code section 36506, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM

The term of this agreement shall be for 3 years; from July 21, 2014 through July 21, 2017. It may be extended thereafter by mutual agreement.

SECTION 3. TERMINATION/SEVERANCE

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the **Employer** to terminate the services of **Employee** at any time subject to the provisions set forth hereafter in this Section.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of **Employee** to resign at any time from this position with **Employer**, subject only to provisions set forth hereafter in this Section.
- C. This Agreement of Employment shall be at will and either party may terminate said employment with or without cause for any reason by giving to the other written notice of termination or resignation forty five (45) days prior to the termination date.

- D. In the event the **Employer** gives said forty five (45) day written notice of termination, the City has the option to require the **Employee** to remain at his position for a period of forty five (45) days from date of said Notice of Termination or may require the **Employee** to refrain from performing said duties. In either event, the **Employee** shall be paid his regular monthly salary and benefits for a period of four (4) months from the date of notice of termination.
- E. Notwithstanding the above, there shall be a probationary period of employment lasting 90 days from **Employee's** first day of employment. During this probationary period, either party may immediately terminate the employment relationship, with or without notice, and with or without cause. In such event, there shall be no notice period required and said termination may be effective immediately upon receipt.

SECTION 4. SUSPENSION OR REMOVAL

- A. Employment is "At-Will".
- B. The **Employee** may be suspended, removed, or dismissed from the service of the City of Rio Dell with a super majority vote (4) of the Council, pursuant to Section 3 above and in the provisions of City of Rio Dell Ordinance Number 242 (The City Manager Ordinance), except Article 7.01.
- B. In accordance with Article 7.03 of the City of Rio Dell Ordinance 242, the **Employee** shall not be removed from office, other for misconduct in office, during the period of 90 days following any general municipal election at which time a new Council Member is elected, or within 90 days of a new Council member being appointed,

SECTION 5. DISABILITY

If **Employee** is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incompetence, or health for a period of four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) day working period, **Employer** shall have the option to terminate this Agreement subject to the pay requirements of Section 3 above, including compensation for accrued vacation, holidays, and other accrued benefits.

SECTION 6. SALARY

- A. **Employer** agrees to pay **Employee** for his services rendered an annual salary of One Hundred Six Thousand, Eight Hundred Seventy Five dollars per year (\$106,875.00) beginning July 21, 2014, payable in installments (every two weeks) at the same time and in the same manner as other **Employees** are paid.
- B. On the first anniversary with satisfactory completion and performance employment the annual salary shall be increased 3% to the annual amount of One Hundred Ten Thousand and Eighty One Dollars (\$110,081.00).
- C. On the second anniversary with satisfactory completion and performance the annual salary shall be increased approximately 3% to the annual amount of One Hundred Thirteen Thousand, Three Hundred Eighty Four Dollars (\$113,384).

- D. On the third anniversary and annually thereafter, with satisfactory performance and completion, the Employer and Employee may agree to extend this agreement with a renewal of its terms and conditions.

Employer may adjust said base salary and/or other benefits, including a performance bonus of **Employee** in such amounts and to such extent as the Council may determine desirable on the basis of a salary and performance review at such times as the Council may deem appropriate.

SECTION 7. PERFORMANCE EVALUATION

- A. The City Council shall review and evaluate the performance of the **Employee** as City Manager before the end of the employee's first six months of employment, using such procedure as the Council may deem appropriate. Annually thereafter, the **Employee** shall initiate the annual review process by conducting a self-evaluation using the form approved by the City Council for said purpose. Notwithstanding, the Council may evaluate the performance of the City Manager at other times as it may deem appropriate.
- B. From time to time as may be deemed appropriate, the Council and **Employee** shall define such goals and performance objectives which the Council determines are necessary for the proper operation of the City. In the attainment of the Council's policy objectives, the relative priority among those various goals and objectives shall be reduced to writing and considered as part of the annual performance evaluation review.

SECTION 8. HOURS OF WORK

It is recognized that **EMPLOYEE** may very likely devote a great deal of time outside normal office hours to the business of **EMPLOYER** and may be expected to work in excess of forty (40) hours per week. **EMPLOYEE** shall at all times during this period be considered working in a bona fide executive, administrative, or professional capacity under federal or State of California law, and as such shall devote his time to the business of **EMPLOYER** in excess of forty (40) hours per week without receiving or claiming overtime pay or compensatory time off from work. The provision for Executive Leave under Section 11 is intended to compensate the City Manager in part for such extra hours.

SECTION 9 OTHER EMPLOYERS OR OUTSIDE ACTIVITIES

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

SECTION 10. AUTOMOBILE

Employee's duties require that he shall have the use at all times during his employment an automobile to perform **Employer's** business. **Employee** shall use his own automobile for such

purpose and **Employer** shall reimburse **Employee** the sum of Four Hundred Dollars (\$400.00) per month for all gas, maintenance, insurance and repair of said automobile. **Employee** shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile, which shall be considered primary coverage in the event of a claim.

SECTION 11. VACATION, SICK LEAVE, HOLIDAYS, AND EXECUTIVE TIME

For the health and welfare of its employees, it is the policy of the City of Rio Dell that employees be encouraged to use the vacation benefits granted by the City and shall take an annual vacation of at least 40 hours.

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

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

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

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

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

SECTION 12. ACCRUED VACATION LEAVE AND BUY-DOWN. The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed 1.5 times the annual amount of vacation time for the Employee's year of service stated in the schedule recited in Section 10 (not to exceed a maximum of 300 hours). Upon reaching the applicable vacation accrual maximum in accord with the schedule recited in Section 10, the employee will not earn or accumulate additional vacation time and shall be automatically cashed out of 40 hours of accrued vacation, to be paid in the next pay period.

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

SECTION 13. WORK RELATED EXPENSES REIMBURSEMENT

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

SECTION 14. INSURANCE

Medical, Dental and Vision Insurance shall be provided for the City Manager as City provides for other management positions. The contribution amount by the City shall be 100% of the premium costs for these benefits for the employee and 70% of the total premium costs for employee's dependents, depending on their age and status as a student as provided in the plan document.

SECTION 15. RELOCATION REIMBURSEMENT LOAN

Employer may loan Employee up to Two Thousand Five Hundred dollars (\$2,500) for relocation expense from Ukiah Ca. to Humboldt County, CA, which may include the cost of replacing some household articles instead of shipping them and may provide for the initial and temporary living expense in Humboldt County, CA for the first 30 days of employment. With each full year of employment, the loan balance is reduced by one-third. The outstanding loan balance amount is not pro-rated for fractions of a year. With 3 full years of employment, the loan balance is reduced to zero. Recoupment of the any outstanding loan balance shall be deducted from Employee's final paycheck, except where the Employer terminates the services of Employee subject to the provisions set forth in Section 3, in which case the loan balance shall be forgiven.

SECTION 16. DEFERRED COMPENSATION

The Employer participates in an IRS Section (457) ICMA, Deferred Compensation Program to which it contributes an amount equal to Fourteen percent (14%) of the Employee's base salary during such time as the Employee is employed by the Employer.

SECTION 17. LIFE INSURANCE

A TERM LIFE INSURANCE POLICY IN THE AMOUNT OF Fifty Thousand Dollars (\$50,000.00) shall be provided by the Employer for the Employee, effective during the term of employment.

SECTION 18. AGREEMENT EFFECTIVE

This Employment Agreement shall become effective July 21, 2014, and shall remain in effect for the term of Employee's employment, subject to mutually agreed upon amendments.

SECTION 19. INDEMNIFICATION

Employer shall defend, save harmless and indemnify **Employee** against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of **Employee's** duties as City Manager. **Employer** will attempt to compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 20. BONDING

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

SECTION 21. DUES AND SUBSCRIPTIONS

Employer agrees to budget and pay for the professional dues and subscriptions of **Employee** in the International City Management Association (ICMA) which supports personal growth, advancement and active communication for the benefit of the City.

SECTION 22. TRAVEL EXPENSES

Employer hereby agrees to pay for the travel and subsistence expenses of **Employee** for official and professional travel while on City Business, provided that funds are available in the City Manager's travel budget and the City Council has first approved and authorized said travel and training expenses. Such expenses may include attendance at the League of California Cities Annual Conference, City Managers Department Meeting and the ICMA Annual Conference.

SECTION 23. ATTORNEY'S FEES

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

SECTION 24. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Employer shall provide **Employee** with the use of a City cellular telephone or a cell phone allowance as provided in City Resolutions 1030-2009 and 1069-2010. Furthermore, **Employer** shall provide **Employee** with the use of a laptop (Notebook) computer if desired, compatible with the City Manager's desktop computer, all to be used for City related business.

SECTION 25. NOTICES

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

Employer
Rio Dell City Hall
675 Wildwood Ave
Rio Dell, California 95562

Employee
Kyle C. Knopp
675 Wildwood Ave
Rio Dell, CA 95562

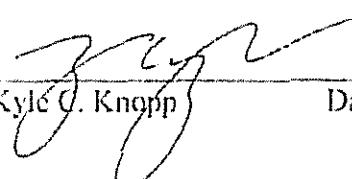
Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written in the course of transmission in the United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

SECTION 26. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of **Employee**.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Rio Dell has caused this Agreement to be signed and executed in its Mayor, and the **Employee** has signed and executed this Agreement, both in duplicate, the day and year first above written.

EMPLOYEE



Kyle C. Knopp Date 6/23/14

EMPLOYER



Mayor, City of Rio Dell, Date 6/23/14
State of California

Russ Gans, City Attorney
Approved as to Legal Form



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

July 21, 2015

TO: Rio Dell City Council
FROM: Kyle Knopp, City Manager *3*
SUBJECT: Receive a Presentation from the Executive Director of the Workforce Investment Board Jacqueline R. Debets

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation.

BACKGROUND AND DISCUSSION

Jacqueline Debets will give a presentation to the Council on Prosperity 2012 and the economic areas of opportunity primed for private investment in Humboldt County. This is an excellent opportunity to ask questions of an individual who has been central to public agency involvement in economic development.

///



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

July 21, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action on the Metropolitan Well Site Redevelopment Project Authorizing the City Manager to Sign Agreement for Final Design, Bid Period Services and Construction Management Contract with the City's Engineering Firm, GHD.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the City Manager to sign agreement with GHD for tasks 1 through 7.

BACKGROUND AND DISCUSSION

The Metropolitan Well Site Redevelopment Project is progressing to the next level. Already completed is the preliminary design of the project, in addition to the rehabilitation of two existing wells on the site for a production total of 300 gallons per minute.

Staff has recently conducted tours/orientations of the site with Senator Mike McGuire, Supervisor Estelle Fennel, Councilmember Garnes and Mayor Wilson. Separately, staff conducted a similar tour/orientation with environmental scientists from the Department of Water Resources.

Staff believes the County may be in a position to sign a grant contract with the City for the Proposition 84 funds (A.K.A., North Coast Integrated Regional Water Management Plans) soon. Therefore, staff is requesting authorization to proceed into the final design phase, bidding, and construction related services with GHD.

///



Agreement Between

**The City of Rio Dell
And
GHD Inc.
For**

Final Design, Plans, Specifications, Bid Period Assistance and Optional Construction Phase Services

for the Metropolitan Wells Redevelopment Project

This agreement is between the City of Rio Dell and GHD Inc. to complete a final design, plans, and specifications, provide bid period assistance and construction phase services (optional) for the Metropolitan Wells Project. This agreement is based on a prime agreement between the City of Rio Dell and GHD Inc. dated June 3, 2013. All provisions of the prime agreement apply to this agreement unless noted otherwise in this agreement.

Understanding

The intent of this scope of services is to provide the engineering design and bid period services needed to finalize the plans and specifications for the Rio Dell Metropolitan Wells Redevelopment Project and complete the project bidding for hiring a construction contractor. Also included is scope of services for construction phase services to provide field observation, administer construction meetings, construction management and project closeout. This project includes installing new pumps and motors for two of the City's existing wells, installation of an iron and manganese removal treatment system, an upgraded chlorination system, and new controls and piping to bring the existing Metropolitan Wells Site into operation to supplement the City's primary surface water source.

The City has been approved for a \$783,000 grant from the Department of Water Resources Proposition 84 through the North Coast Resource Partnership (NCRP) to be administered by Humboldt County. A final executed grant agreement between the City and Humboldt County is anticipated in July or August of 2015. The City is additionally applying for Emergency and Imminent Community Water Assistance Grant funding (ECWAG) and Safe Drinking Water State Revolving Fund (SDWSRF) construction financing to cover costs beyond the DWR/ NCRP grant.

GHD completed the preliminary design and CEQA. The final design needs to be initiated in the near term to allow for the project to start construction by the early fall 2015.

Scope of Services

Based on the above understanding of the project intent, we propose to provide the following professional engineering services. The work performed will be divided into tasks as described below:

Task 1 – 60% Plans and Estimate

Based on the approved Preliminary Design, GHD will prepare 60% Construction Document. The Construction Document plans shall include civil, structural, mechanical and electrical work associated with completing the construction work.

GHD will prepare an Opinion of Probable Cost based on the 60% Working Drawings submittal identifying quantities, unit costs, and total construction costs. The opinion shall be based on the draft Bid Schedule and Measurement and Payment sections of the specifications. All labor costs estimated shall be based upon State prevailing wage rates.



The 60% design will be reviewed with City Staff and comments incorporated into the 95% submittal. At the 60% level, the treatment and chlorination details will be reviewed with the Division of Drinking Water for compliance with State regulations.

Deliverables:

- *One (1) electronic copy, 60% Plans and Estimate*
- *Three (3) sets of 11 x 17 plans will be provided for the City*
- *Division of Drinking Water Compliance Review*

Task 2 – 95% Plans, Specifications and Estimate

Based on the review of the 60% submittal, GHD will prepare 95% Construction Document plans and specifications. The Construction Document plans and specifications shall include civil, structural, mechanical and electrical work associated with completing the construction work.

GHD will prepare an Opinion of Probable Cost based on the 95% Working Drawings submittal identifying quantities, unit costs, and total construction costs. The opinion shall be based on the draft Bid Schedule and Measurement and Payment sections of the specifications. All labor costs estimated shall be based upon State prevailing wage rates. The 95% design will be reviewed with City Staff and comments incorporated into the 100% submittal.

Deliverables:

- *One (1) electronic copy, 95% Plans, and Specifications and Estimate*
- *Three (3) sets of 11 x 17 plans will be provided for the City*

Task 3 – 100% Final, Plans, Specifications and Estimate

Based on the review of the 95% submittal, GHD will prepare 100% Construction Document plans and specifications. The Construction Document plans and specifications shall include: civil, structural, mechanical, electrical, survey and geotechnical work necessary to complete the construction work. All drawings shall be prepared in AutoCAD, and plotted in 11" x 17" or 22" x 34" size.

GHD will prepare an Opinion of Probable Cost for the 100% Drawings submittal identifying quantities, unit costs, and total construction costs. The opinion shall be based on the final Bid Schedule and Measurement and Payment sections of the specifications. All labor costs estimated shall be based upon State prevailing wage rates.

Deliverables:

- *One (1) electronic copy, Final Plans, and Specifications and Estimate*
- *Three (3) hard copy final Plans, Specifications and Estimate*

Task 4 – Plan Review Project Coordination and Meeting Attendance

GHD will attend up to six (6) project status, city council and review meetings during the Plan and specification development Phase as required to coordinate the final design.

Task 5 – Grant Project Monitoring Plan

Develop and submit a Project Monitoring Plan. Along with the Project Performance Measures Table to be submitted by City to Humboldt County grant project manager. The Project Monitoring Plan will include



baseline conditions, a brief discussion of monitoring systems to be used, methodology of monitoring, frequency of monitoring, and location of monitoring points.

Deliverables:

- One (1) electronic copy of Plan

Task 6 – Project Bidding Assistance

Under this task, GHD will place the public notice in local paper as well as distribute bid packages in electronic format to up to four Builder's Exchanges so they can have them publicly available to contractors to view. GHD will also copy and distribute plans to interested contractors. Electronic copies will be distributed for free and hard copies will be sold for a fee. GHD will maintain a bidders list. GHD will coordinate and attend one pre-bid walk through with contractors and shall prepare written responses to questions. GHD will prepare and distribute addenda to clarify the intent of the plans and specifications. If project modifications are requested that require additional design effort a separate scope and budget shall be prepared for these additional services. GHD shall attend one bid opening, shall summarize the bids, shall review the apparent low bidders bonds and insurance, and shall prepare the Notice of Award, Contract, and Notice to Proceed for the City's review, approval, and execution.

SCOPE OF SERVICE OPTIONAL TASKS

Task 7 – Construction Phase Services (Optional Task)

FIELD OBSERVATION

GHD will provide on-site representation to observe the work and complete daily construction progress reports. The on-site representative will record the General Contractor's work observed on the job-site, which could include some or all of the following items: subcontractors on site; the weather conditions; hours worked; work orders, change orders issued; materials delivered to the site; labor working by trade; equipment working; a description of the work in progress and work completed; tests or samples taken during the day; visitor on-sites; and summary of issues raised by the Contractor as to contract interpretation; issues of non-compliance or non-conformance (to be supported by an additional Non-conformance Report). A copy of the daily report forms will be maintained and made available to the City upon request.

In addition to completing daily construction progress report, the on-site representative will:

- Document extra work occurring during any day, and prepare an additional form "Daily Extra Work Report" to be signed by the Contractor's Representative and our on-site representative.
- Photograph project work as deemed necessary and index by date, including pre-construction photographs.
- Verify compliance with erosion and sediment control requirements for the project.
- Maintain a set of plans at the job site with mark ups depicting changes.
- Collect and maintain all material tags and testing tags/reports as required for contract compliance.
- Review traffic control and monitor Contractor daily activities.

Non-compliance Reporting

To the extent that non-conformance or non-compliance is identified during the daily observation efforts, the Contractor will be notified verbally and in writing with the same notification provided to the City. If corrective action can be identified as a result of evaluating the construction documents, our onsite representative will communicate the corrective action required.



Materials Testing/Compliance

At the beginning of construction implementation, GHD will identify from the construction documents, material test requirements and create a preliminary schedule for likely testing based on the contractor's schedule. The contractor will be responsible for contracting directly with a local independent firm capable of performing the required tests.

Material tags and testing tags/reports will be collected and maintained as required for compliance with the contract, and certificates of compliance will be reviewed. Recommendations will be prepared for rejection or deductions for materials not meeting the project requirements.

MEETINGS

Pre-Construction Meeting/ Review of Contractor Documents

The purpose of the pre-construction meeting is to introduce members of the project team and review key work items and schedule. As a part of this effort, GHD will prepare and distribute the agenda, meeting minutes and a task list to those in attendance. The meeting will include the following:

- Project Team member introductions and review of communication protocols between City Staff, on-site representatives, Contractors, Superintendents, Subcontractors, and CDPH.
- Establishment of the basic criteria for job-site responsibilities, communication links, etc.
- Summarize work and expectations of City including contract requirements and coordination required for the completion of the work including, roles and responsibilities, schedule of work, submittals, work hours, notifications, safety, coordination with utilities, materials testing, etc. as well as labor compliance.
- Initial items of construction will be reviewed with construction personnel at this meeting.

Upon completion of the pre-construction meeting and prior to site work, GHD will complete the following with the contractor:

- Review Contractor's initial construction schedule for completeness, adherence to project requirements and ease of monitoring progress.
- Review project schedule with Contractor.
- Review cost breakdowns requested for lump sum items to verify they are balanced and to establish the basis for payment calculation for those items.

Progress Meetings

Weekly Progress Meeting are a basic requirement for a successful construction project. At these meetings, GHD will discuss the Contractor's progress in relationship to his schedule for the purpose of identifying issues that can create delays in completion. Work progress during the past week and projections for ensuing month will be reviewed. Material delivery problems or delays will be identified as well as corrective actions taken by Contractor. GHD will prepare weekly meeting agendas and minutes.

CONSTRUCTION MANAGEMENT

Pay Estimate Preparation and Approval

GHD will review each monthly Contractor's Payment Request; evaluate the completeness of work performed to the date of the request on the basis of unit cost or percentage of lump sum bid estimates; evaluate the materials on hand and whether to recommend approval of the payment request or set forth changes to be made to the request prior to approval. Prior to the approval of the pay request, an updated project schedule will be required. GHD will coordinate the formatting of the payment requests to consistency with grant reporting requirements.



Submittal Review

GHD will receive submittals from the contractor for shop drawings, samples, colors, and substitutions per the project specifications. GHD will turn around review of submittals within time allotment provided in the project specifications.

Requests for Information

GHD will respond to requests for information (RFI), as needed based on Contractor's submitted questions.

Contract Change Orders

GHD will prepare contract change orders as needed for the project where changes in materials, methods, or quantities, needs to be addressed, with approval from the City.

Logging of Correspondence, and Other Pertinent Data

Our construction management staff will maintain a system, for logging correspondence, communications, and submittals directed to our staff, minutes of meetings, and copies of reports, and other pertinent data or items. These files will be maintained by GHD and made available to the City upon request.

GHD will maintain control logs for submittals, requests for information (clarifications) and cost proposals. These logs will be continually updated (as events require) and monitored as a part of our weekly meetings with the Contractor. Information to be transmitted will be sent by either email, fax, or hand delivered.

PROJECT CLOSEOUT

Final Inspections/Preparation of Punchlists

GHD will facilitate the final inspection of the project sites, and develop a deficiency punchlist for each major design item. GHD will then provide the final inspection to determine compliance with the punchlists.

Final Documentation

Under this task, GHD will prepare final project closeout documents including the following:

- Final project summary letter
- Log of representative photos
- Approved submittals
- Inspection and observation reports
- All materials testing and inspection records and final reports
- Meeting records

Preparation of Notice of Completion

The Notice of Completion will be prepared, signed by the City Engineer, and filed with the County with the approval of the City once punchlist items are addressed.

Preparation of Record Drawings

Our onsite representatives will measure and note changes that they visually observe between planned and actual field treatments. This information will be used in combination with the Contractor's as-built drawings to prepare the final record drawings. The City will be provided one copy of the record drawings along with an electronic copy in PDF format.



Exclusions and Additional Services

This scope of services is based on the following assumptions and exclusions:

- Additional services beyond what is included in this scope can be provided at the City's request under a separate scope and budget.
- Design services are based on the preliminary design approved by the Rio Dell City Council. Design for additional components would be provided at the City's request under a separate scope and budget.
- Permit and newspaper noticing fees are not included in this scope.
- Construction Phase Services are based on an 88 day construction schedule and do not include budget to exceed that number of construction days.

Compensation

The services outlined in this scope will be provided on a time and materials not to exceed \$80,600. The initial budget by task is shown below (actual distribution of charges between task may vary):

Task 1:	60% Plans and Estimate	\$29,100
Task 2:	95% Plans, Specifications & Estimate	\$25,300
Task 3:	Final Plans, Specifications & Estimate	\$12,000
Task 4:	Plan Review, Project Coord. & Meetings	\$3,700
Task 5:	Grant Project Monitoring Plan	\$5,700
Task 6:	Project Bidding Assistance	\$4,800
	Total	\$80,600
Optional		
Task 7:	Construction Phase Services	\$119,700
	Total (base tasks and option task)	\$200,300

Estimated Project Schedule

The scope of services presented above, not including the optional task, can be completed within 3 months of receiving a signed contract.

The Construction Phase Service Task (Optional Task) is based on 88 construction days.



AGREED

City of Rio Dell

GHD Inc.

Kyle Knopp, City Manager,

Date

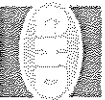
Steve McHaney, Manager,

Date

Rio Dell Accounting Tracking Number

Metropolitan Wells Project

- Drought Grant
- Final Design, Grant Monitoring Plan, Bid Period Services & Construction Services Contract
- Schedule



Metropolitan Wells Project

Drought Grant

- July 10th Humboldt County received final executed grant agreement from DWR.
- July City should receive required grant documents and sub grantee agreements for signature and orientation meetings.



Metropolitan Wells Project

Final Design and other Tasks:

- Final Design:
 - 60% Plans and Estimate
 - 95% Plans, Specifications and Estimate
 - Final Plans, Specifications and Estimate
- Plan Review, Project Coordination and Meeting Attendance
- Grant Project Monitoring Plan
- Project Bidding Assistance
- Construction Phase Services (optional task)



Metropolitan Wells Project

Anticipated Project Schedule

- July 2015 Drought Grant in hand
- Aug/Sept 2015 Final Design – Plans, Specifications and Estimate
- Sept/Oct 2015 Bidding
- Oct-Feb 2015 Construction
- Feb/Mar 2015/16 Construction Completion

City of Rio Dell Metropolitan Wells Re-development Schedule 2015

July 15, 2015

TASK TO COMPLETE			July	August	Sept	Oct	Nov	Dec	Jan	Feb
			Jul 18-17 Jul 20-24 Jul 27-31	Aug 3-7 Aug 10-14 Aug 17-21 Aug 24-28	Aug 31-Sept 4 Sept 7-11 Sept 14-18 Sept 21-25 Sept 28-Oct 2	Oct 5-9 Oct 12-16 Oct 19-23 Oct 26-30	Nov 2-6 Nov 9-13 Nov 16-20 Nov 23-27	Nov 30-Dec 4 Dec 7-11 Dec 14-18 Dec 21-25 Dec 28-Jan 1	Jan 4-8 Jan 11-15 Jan 18-22 Jan 25-29	Feb 1-5 Feb 8-12 Feb 15-19 Feb 22-26
Agreement	Tasks	Description								
	Task 1	60% Plans and Estimate								
	Task 2	95% Plans, Specification and Estimate								
	Task 3	Final Plans, Specifications and Estimate								
	Task 4	Plan Review-Project Coordination								
	Task 5	Grant Project Monitoring Plan								
	Task 6	Bid Support								
Construction Contract	Construction	Construction Bidding								
		Contracting with Successful Bidder								
		Construction								



Metropolitan Wells Project

Next Steps:

1. Final Design
2. Prepare Bid Documents
3. Bid project
4. Begin Construction





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

July 21, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Related to the Acquisition of School Site Property for City Park with Further Approval for the City Manager to Continue this Activity

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Provide staff with direction

BACKGROUND AND DISCUSSION

The City Manager will provide a brief update on the acquisition of the "Davis Street Park" which is currently owned by the School District but maintained by the city under a long-term agreement. The City Manager will ask the council to confirm its interest in acquiring the property.

///



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

**CITY OF RIO DELL
STAFF REPORT
CITY COUNCIL AGENDA
July 21, 2015**

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager

FROM: Brooke Woodcox, Finance Director *BW*

DATE: July 21, 2015

SUBJECT: **Building Activities Historical Information and Outlook**

RECOMMENDATION

Receive staff's report regarding Historical Information on Building Activities and Projected Outlook

BACKGROUND AND DISCUSSION

Historically, all revenues and expenditures for Building activities were kept in the General Fund until the fourth quarter of fiscal year 2013-2014 (4/1/14-6/30/14) when a Building Fund was created. At that time staff proposed that the creation of the Building Fund would give a clearer picture of Building activities within the City and determine if Building activities are self-supporting.

Building activity fees were estimated to cover expenditures starting with an incremental increase of 33% beginning in the fourth quarter of 2013-2014, and 66% beginning with fiscal year 2014-2015. Subsequently, staff allocation rates and revenues were increased for FY 2014-2015 to reflect actual time that was estimated to be spent on Building Fund activities, including the anticipated construction of a 33 unit senior living complex. The complex wasn't constructed leading to the accumulation of higher expenditures in the Building Fund while revenues remained relatively flat.

The Building Fund was subsidized by the General Fund during 2014-2015 a total of \$54,821 due to the over-allocation of staff time, and revenues that never materialized. Staff has reevaluated the purpose of the Building Fund and its activities, and decreased staff allocations and building revenue for the new

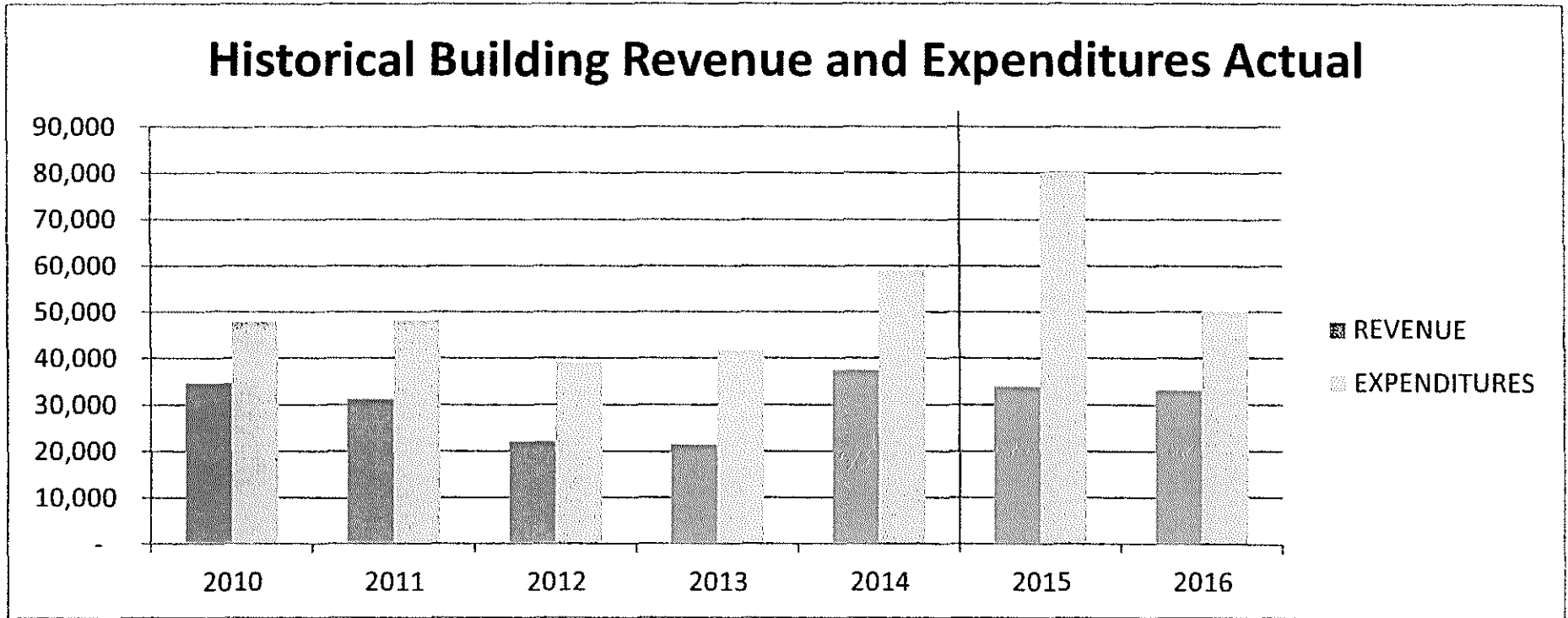
FY 2015-2016 budget. Projections for the new fiscal year are based on activities that have historically occurred and the budgeted outcome is a more realistic outlook, including a General Fund subsidy of \$17,256.

ATTACHMENTS

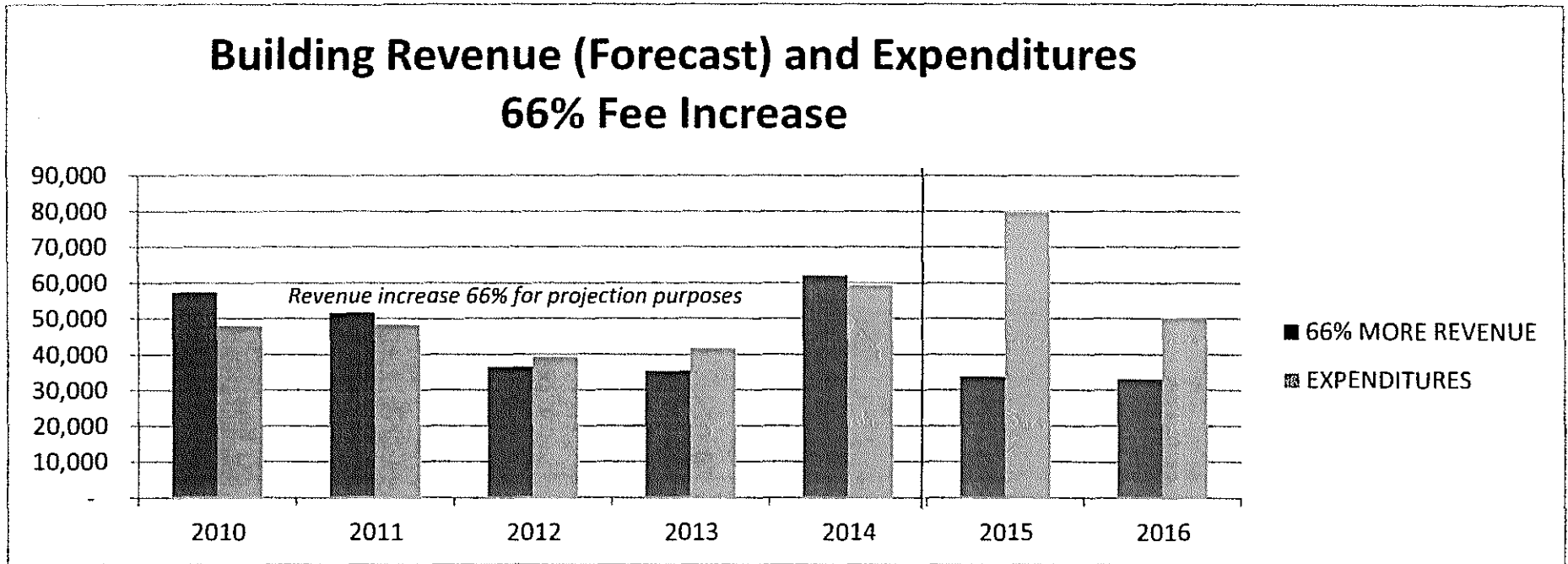
CHART A – Building Revenue and Expenditures Actual

CHART B – Building Revenue and Expenditures Forecasted to reflect 66% Fee Increase
(includes FY 2015-2016 Actual Budgeted Revenues and Expenditures)

BUILDING FUND
ACTUAL EXPENDITURES
FY 2010 thru FY 2016



BUILDING FUND
FORECASTED REVENUES
 FY 2010 thru FY 2014




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



July 21, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action Authorizing the Mayor to Sign Agreement with County of Humboldt for Measure Z Funding

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Authorize the Mayor to sign the agreement.

BACKGROUND AND DISCUSSION

On Friday March 20, 2015 the City Manager submitted a grant application to the Citizen's Advisory Committee on Measure Z Expenditures. Part of the application included a request for \$35,569.00 for the purposes of additional clerical support for law enforcement including enhanced nuisance abatement and code enforcement activities.

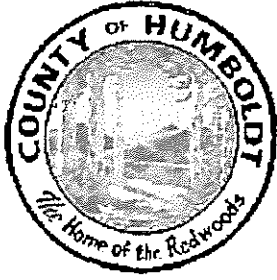
Measure Z was a countywide .5% transactions and use (sales) tax that was written as a general tax and was promoted as a tax for public safety. The measure passed on November 4, 2014.

On Tuesday June 23, 2015 the Humboldt County Board of Supervisor's passed the County's FY 2015-2016 budget. Included in the budget was \$35,569 earmarked for the City of Rio Dell, utilizing Measure Z revenue. Staff has been in discussions with the County over the format and process for distribution of Measure Z funds.

The attached agreement obligates the City to provide clerical support to the police department, and describes reporting requirements the City will need to perform throughout the year. In exchange, the County agrees to reimburse the city up to the prior described amount.

Attached is a contract for consideration of the Council. As of agenda publication, the City's attorney has not reviewed the document but is expected to have completed a review by the Council meeting. It is not anticipated that there will be any necessary changes.

///



CITIZENS' ADVISORY COMMITTEE ON MEASURE Z EXPENDITURES

(Advisory Committee will make recommendations to the Humboldt County Board of Supervisors as to expenditure of funds derived from *Measure Z*.)

APPLICATION FOR FUNDING

Agency Name: **City of Rio Dell**

Mailing Address: 675 Wildwood Avenue, Rio Dell, CA 95562

Contact Person: **Kyle Knopp**

Title: **City Manager**

Telephone: (707)764-3532

E-mail address: kknopp@riodellcity.com

1. AMOUNT OF MEASURE Z FUNDING REQUESTED FOR FY 2015-16: **\$ 35,569.00**

2. ENTITY TYPE -- Please check appropriate box.

- a. Humboldt County Department
- b. Contract Service Provider to Humboldt County
- c. Local Government Entity
- d. Private Service Provider
- e. Non-Profit Service Provider
- f. Other

3. Please provide brief description of proposal for which you are seeking funding.

The City of Rio Dell proposes funding a clerical position in our police department for three days out of the week to provide support for law enforcement services and enhanced nuisance abatement and code enforcement activities. Currently, the Rio Dell Police Department is staffed by five full time sworn officers, with one day per week of clerical support funded through a source that will expire at the end of this 2014-2015 fiscal year on June 30, 2015.

This proposal for Measure Z funding will allow our officers to spend more time in the field responding to calls for service and active patrol. Currently, the city has a backlog of nuisance abatement issues that require sworn staff to spend time on general administrative tasks associated with enforcement. The addition of this clerical support to the Police Department will allow for more routine follow-through in complaints, enhance customer service to the community, and enhance our department's ability to focus more on direct law enforcement services.

4. *Measure Z* funding is scheduled to "sunset" in 2020. How are you developing a plan for sustainability, including diversification of funding sources, in order for your proposal to carry on without reliance on future *Measure Z* funds?

The City of Rio Dell is looking to expand and diversify its tax base over the next five years. Central to this objective is the city's work with the State and Federal governments to restructure its Community Development Block Grant (CDBG) program to develop and emphasize economic development activities including micro-enterprise assistance and infrastructure related activities that enhance development potential that benefit both the city and the region as a whole.

The City has developed a partnership with its Chamber of Commerce to enhance the quality of the business environment through infrastructure for public art, parking enhancements and motorist signage both in-town and on the highway.

5. If this request is for the continuation, or expansion, of an existing program/service, what is the current source of funding for that program/service?

The funds used to currently provide clerical support to the Police Department come from a special allocation in the Governor's budget to help compensate cities for the impacts of the AB 109 prison realignment legislation passed in 2011. Unlike the other funds associated with AB 109, there are no protections for cities to continue receiving these funds. Additionally, any funds received under this special allocation for FY 2015-2016 will need to cover rising costs in maintaining the city's five sworn officers.

6. If you are awarded *Measure Z* funds, how will you use them to leverage additional grants, contributions, or community support?

Some costs for abatement activities can be recoverable for cities, however these costs are mostly associated with direct abatement activities (demolition, remediation, etc.) and not the administration of the abatement activities themselves.

Nuisance abatement and code enforcement activities help economic development by cleaning up the town and creating an environment where people are more likely to invest in either a business or home.

Additionally, the community will be better supported through access to a Police Department receptionist three days a week. Community members and victims of crime will have more direct access to a city staff person who can refer them to services or make direct contact with sworn personnel. Currently, when officers are not present at the Police Department headquarters, victims of crime must use a call box to summon assistance. *Measure Z* funds would help mitigate that experience.

7. Will this proposal require new or expanded activity on the part of another entity to be fully functional and effective? If so, please describe.

No. It is believed enhanced support to our officers and enhanced nuisance abatement activities will ultimately lower levels of crime in the city and subsequently lower the level of activity required of our allied agencies and partners.

ATTACHMENTS—Please include the following with your application

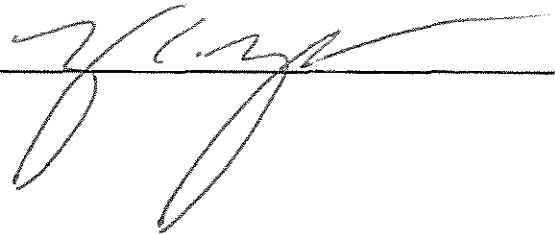
Proposal Narrative: Brief description of your request for *Measure Z* funds – Please explain how it is an essential service or for public safety. (*one page maximum*)

Program Budget

Clerical Support Position		
	Full Time	3/5 Time
Hourly Pay	\$18.76	\$18.76
Annual Pay	\$39,026	\$23,415
Payroll Taxes & Benefits	\$20,257	\$12,154
Total Annual	\$59,283	\$35,569

I declare under penalty of perjury under the laws of the State of California that the above statements and all attachments are true and correct

DATE: 3/20/15

SIGNATURE: 

SUBMIT THIS APPLICATION TO:

Humboldt County Citizens' Advisory Committee on *Measure Z* Expenditures
 c/o County Administrative Office
 825 Fifth Street, Suite 111
 Eureka, CA 95501-1153.



675 Wildwood Ave.
Rio Dell, CA 95562
Phone: (707) 764-3532
Fax: (707) 764-5480

March 20, 2015

Humboldt County Citizens' Advisory Committee on Measure Z Expenditures
c/o County Administrative Office
825 5th Street, Suite 111
Eureka, CA 95501-1153

Dear Members of the Advisory Committee,

The City of Rio Dell respectfully submits three proposals for your consideration regarding Measure Z funding. We believe all three of the proposals to be connected to two of the most important issues in our community, public safety and economic development. Like other small cities in Humboldt County, we struggle to provide baseline levels of public safety services to our residents. We are proud to provide direct law enforcement services to our residents, but over the years our Police Department has become smaller in number as fiscal pressure has forced us to reorganize. We believe our public safety services not only benefit the citizens of Rio Dell, but also the county as a whole.


Public safety and economic development go hand-in-hand. We need to expand our tax base and create jobs in order to maintain our existing levels of service and we need a safe community to make that happen. We will need your help if we are to achieve these objectives and build upon the current levels. We submit to you the following list of proposals:

- 1.) \$35,569 to fund a 3/5 time clerical position in our Police Department. This position will free up the valuable time of our sworn officers in addition to help with nuisance abatement related paperwork.
- 2.) \$20,000 for a contracted Economic Development Coordinator. The city needs assistance to apply for grants, pursue development opportunities and review and develop business attraction and retention practices within the city.
- 3.) \$25,000 for partial funding of the "Avenue of the Sculptures" program. The city has enthusiastic partners in the arts and business community who want to help make this vision a reality.

We believe these requests to be measured and responsible; if your committee recommends all three proposals to the Board of Supervisors, the total commitment will match the estimated revenues Measure Z will collect in Rio Dell on an annual basis. We appreciate the opportunity to keep Rio Dell dollars working to improve our city and by extension, the broader community.

We understand the enormity of your responsibility in this matter and would greatly appreciate your support of all of these requests, or any of these recommendations that best fit your vision for Humboldt County.

Sincerely,



Kyle C. Knopp
City Manager, City of Rio Dell

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF HUMBOLDT
AND
CITY OF RIO DELL**

This Memorandum of Understanding (MOU), entered into this ____ day of _____, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the City of RIO DELL, a municipal corporation, hereinafter referred to as "CITY," is made upon the following considerations:

RECITALS:

WHEREAS, Government Code Section 26227 provides that the Board of Supervisors ("Board") of any county may appropriate and expend money from the general fund of the county to fund programs deemed by the Board to be necessary to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, and public safety; and

WHEREAS, COUNTY placed a half-cent local sales and use tax measure on the November 2014 ballot to maintain and improve essential services, and the local measure, known as Measure Z, passed; and

WHEREAS, COUNTY has additional funding from Measure Z to maintain and improve essential services, such as 24-hour sheriff's patrols; 9-1-1 emergency response; crime investigation/prosecution; drug/illegal marijuana growhouse enforcement prevention; services for abused children/mentally ill; rural fire protection, road repairs; and other county services; and

WHEREAS, COUNTY created a nine member Citizens Advisory Committee to review Measure Z funding applications and make recommendations; and

WHEREAS, CITY submitted a Measure Z application (Attachment III) requesting an allocation in the amount of Thirty Five Thousand Five Hundred and Sixty Nine dollars (\$35,569) for a clerical support in the CITY's police department to support law enforcement, nuisance abatement and code enforcement; and

WHEREAS, COUNTY wishes to fund CITY Measure Z request through June 30, 2016.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, it is hereby understood and agreed by and between the Parties hereto as follows:

1. COUNTY OBLIGATIONS:

- A. COUNTY will provide CITY an amount not to exceed Thirty Five Thousand Five Hundred and Sixty Nine dollars (\$35,569) of Measure Z funding for clerical support in the CITY's police department to support law enforcement, nuisance abatement and code enforcement.
- B. COUNTY shall provide to CITY suggested language for all press releases and a Measure Z logo.

2. CITY OBLIGATIONS:

- A. CITY will assign clerical support to the CITY's police department to support law enforcement, nuisance abatement and code enforcement. CITY's clerical support will result in approximately 24 hours per week of a clerical position that may be divided amongst different CITY personnel and CITY job classifications.
- B. CITY will provide quarterly reports to COUNTY as detailed in Attachment 1.
- C. CITY will provide a final summary report as detailed in Attachment 1.
- D. CITY will submit quarterly itemized invoice through the Budget to the COUNTY as detailed in Attachment II Exhibits A and B.
- E. CITY shall cooperate with COUNTY efforts to recognize Measure Z funding. Such recognition may take the form of press releases, photos and adhesives to equipment.

3. TERM:

This MOU shall begin on July 1, 2015 shall remain in full force and effect until June 30, 2016, unless sooner terminated as provided herein.

4. TERMINATION:

- A. Breach of Contract. If, in the opinion of COUNTY, CITY fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this MOU, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this MOU immediately, upon notice.
- B. Without Cause. This MOU may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. COUNTY's obligations under this MOU are contingent upon the availability of a local sales and use tax known as Measure Z. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this MOU shall be terminated. COUNTY shall provide CITY seven (7) days advance written notice of its intent to terminate this MOU due to insufficient funding.
- D. Compensation. In the event of any termination of this MOU, CITY shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this MOU by CITY.

5. COMPENSATION:

The maximum amount payable by COUNTY under this MOU is Thirty Five Thousand Five Hundred and Sixty Nine dollars (\$35,569). CITY agrees to perform all services required by this MOU for an amount not to exceed such maximum dollar amount.

6. PAYMENT:

CITY shall submit to COUNTY an itemized invoice quarterly. Invoices shall be in a format approved by, and shall include backup documentation as specified by the Humboldt County Administrative Officer ("CAO") and the Humboldt County Auditor-Controller. CITY shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this MOU.

The itemized invoices due to the COUNTY shall be submitted in the form of the Budget attached hereto as Attachment II – Exhibit A for itemized costs for activities that are consistent with the Measure Z application submitted by CITY to the Citizens Advisory Committee as of the invoice date, and incorporated as part of this MOU. An itemized invoice form is attached hereto as Attachment II – Exhibit B and incorporated as part of this MOU. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices.

7. NOTICES:

Any and all notices required to be given pursuant to the terms of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Administrative Office
Attn: Phillip Smith-Hanes, CAO
825 Fifth Street, Room 112
Eureka, CA 95501-1153

CITY: City of Rio Dell
Attn: Kyle Knopp
675 Wildwood Avenue
Rio Dell, CA 95562

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CITY agrees to timely prepare accurate and complete financial, performance and payroll records, and to maintain and preserve said records for at least five (5) years from the date of final payment under this MOU, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed.

- B. Inspection of Records. All records referenced by this section shall be made available during normal business hours to inspection, audit and reproduction by any duly authorized agent of the COUNTY. CITY further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with the performance of this MOU, including, but not limited to, the costs of administering this MOU.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CITY's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CITY agrees that COUNTY has the right to monitor all activities related to this MOU, including the right to review and monitor CITY's records, programs or procedures, at any time, as well as the overall operation of CITY's programs in order to ensure compliance with the terms and conditions of this MOU. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CITY pursuant to the terms of this MOU.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this MOU, CITY may receive information that is confidential under local, state or federal law. CITY hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health & Safety Code Sections 1280.15 and 130203; the California Confidentiality of Medical Information Act ("CMIA"); the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"); the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this MOU embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CITY certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CITY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CITY agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this MOU if it determines that the foregoing certification is false or if CITY becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

A. Professional Services and Employment. In connection with the execution of this MOU, CITY shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.

B. Compliance with Anti-Discrimination Laws. CITY further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.

13. INDEMNIFICATION:

CITY shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CITY's performance of, or failure to comply with, any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

14. INSURANCE REQUIREMENTS:

This MOU shall not be executed by COUNTY, and CITY is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CITY's indemnification obligations provided for herein, CITY shall, and shall require that all subcontractors hereunder, take out

and maintain, throughout the period of this MOU and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CITY, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CITY. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in

accordance with the notice provisions set forth herein. It is further understood that CITY shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. 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.
 4. For claims related to this MOU, CITY's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CITY's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this MOU, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CITY shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this MOU. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CITY does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this MOU, take out the necessary insurance, and CITY agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CITY under this MOU.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CITY shall be required to purchase additional coverage to meet the above aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this MOU shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attn: Risk Management
825 5th Street, Room 131
Eureka, California 95501

CITY: City of Rio Dell
Attn: Kyle Knopp
675 Wildwood Avenue
Rio Dell, CA 95562

15. RELATIONSHIP OF PARTIES:

It is understood that this is an MOU by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CITY shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation.

16. COMPLIANCE WITH LAWS:

CITY agrees to comply with all applicable local, state and federal laws and regulations, including, but not limited to, the Americans with Disabilities Act. CITY further agrees to comply with all applicable local, state and federal licensure and certification requirements.

17. SEVERABILITY:

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

18. ASSIGNMENT:

CITY shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CITY in violation of this provision shall be void, and shall be cause for immediate termination of this MOU. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CITY to obtain supplies, technical support or professional services.

19. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this MOU shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

20. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU. In no event shall any payment by COUNTY constitute a waiver of any breach of this MOU or any default which may then exist on the part of CITY. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CITY shall promptly refund, any funds disbursed to CITY, which in the judgment of COUNTY were not expended in accordance with the terms of this MOU.

21. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this MOU.

22. AMENDMENT:

No addition to, or alteration of, the terms of this MOU shall be valid unless made in writing and signed by the parties hereto.

23. STANDARD OF PRACTICE:

CITY warrants that CITY has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CITY's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this MOU prepared and/or submitted by CITY shall become the property of COUNTY. However, CITY may retain copies of such documents and information for its records. In the event of termination of this MOU, for any reason whatsoever, CITY shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

25. JURISDICTION AND VENUE:

This MOU shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

26. ADVERTISING AND MEDIA RELEASE:

All informational material related to this MOU shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CITY shall inform COUNTY of all requests for interviews by media related to this MOU before such interviews take place; and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to the County Administrative Officer.

27. SUBCONTRACTS:

CITY shall obtain prior written approval from COUNTY before subcontracting any of the services to be delivered hereunder. Any and all subcontracts will be subject to all applicable provisions of this MOU. CITY shall remain legally responsible for the performance of all terms and conditions of this MOU, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

28. INTERPRETATION:

This MOU, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

29. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

30. ENTIRE AGREEMENT:

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in its entirety any and all prior agreements of the parties.

31. AUTHORITY TO EXECUTE:

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this MOU as of the date written above.

CITY OF RIO DELL

By: _____

Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT

By: _____

Date: _____

Estelle Fennell
Chair Board of Supervisors

**ATTACHMENT 1
QUARTERLY AND FINAL SUMMARY REPORT**

Due dates:

Quarterly reports are due one month after the end of each quarter. Quarterly reports will be based on COUNTY fiscal year quarters. The below table below shows each fiscal year quarter and the report due dates. CITY must submit a quarterly report for each quarter in which the contract is active. The Final Summary Report is due one month after completion of the contract term.

Quarter	Dates Included	Date Report Due to County
1	July 1 through September 30	October 31
2	October 1 through December 31	January 31
3	January 1 through March31	April 30
4	April 1 through June 30	July 31
Final Summary Report	Based on contract term	One month after term end

Submission of reports:

All reports should be sent to the County Administrative Office at the following addresses:

cao@co.humboldt.ca.us

Or by mail to: County of Humboldt
County Administrative Office, Room 112
825 Fifth Street
Eureka, CA 95501

**ATTACHMENT 1
QUARTERLY AND FINAL SUMMARY REPORT**



**COUNTY OF HUMBOLDT – MEASURE Z
Report Form**

Organization Name: _____ **Report Date:** _____

Contact Name: _____ **Phone:** _____

Please attach a narrative report addressing the items outlined in section I below. Feel free to attach any other relevant materials or reports.

I. QUARTERLY NARRATIVE (please attach a maximum of 1 page, exclusive of attachments)

A. Results/Outcomes

- 1. Please describe the Measure Z activities completed and/or total numbers served or reached.
- 2. What difference did Measure Z funding make in our community and for the population you are serving? Please discuss evidence of effect (e.g., community indicators, outcomes, etc.). *If you have evaluation materials that document outcomes and impacts of your work, feel free to attach them in lieu of answering this or other questions.*
- 3. Describe any unanticipated impacts of receiving Measure Z funding, positive or negative, not already described above.

II. FINAL SUMMARY REPORT (please attach a maximum of 2 pages, exclusive of attachments)

A. Lessons Learned

- 1. Describe what you learned based on the results/outcomes you reported in Section A above and what, if any, changes you will make based on your results/outcomes.
- 2. What overall public safety improvements has your organization seen as a result of receiving Measure Z funding?

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

Check	Date	Vendor	Description	Check / Payment
0003798	5/04/2015	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR APRIL 2015	617.10
0003799	5/07/2015	[3975] AT&T - 5709	PHONE EXPENSES FOR APRIL	505.03
0003800	5/07/2015	[4892] KEVIN T CALDWELL	MILEAGE REIMBURSEMENT & MEALS PER DIEM FOR CD	270.25
0003801	5/07/2015	[5241] GE CAPITAL	XEROX COPIER PAYMENT FOR MAY 2015	482.13
0003802	5/07/2015	[2474] HUMMEL TIRE & WHEEL, INC	FOUR NEW TIRES FOR 2004 JEEP LIBERTY	661.83
0003803	5/07/2015	[5511] LOMIGLIO, DENISE	CUSTOMER DEPOSIT REFUND	41.19
0003804	5/07/2015	[4360] MODERN MARKETING, INC	DRUG TESTING POUCHES	182.49
0003805	5/07/2015	[2410] NORTH COAST CLEANING SERVICES, INC.	MONTHLY CLEANING SERVICES FOR APRIL 2015	471.00
0003806	5/07/2015	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	60.00
0003807	5/07/2015	[4393] NYLEX.net, Inc.	MONTHLY MAINTENANCE FOR MAY 15, 2015 THROUGH	900.00
0003808	5/07/2015	[5615] OCASIO, JARED	CUSTOMER DEPOSIT REFUND	97.31
0003809	5/07/2015	[2659] RIO DELL PETTY CASH	PROPANE; REIMBURSE FOR VOIDED CHECKS; POSTAGE	58.29
0003810	5/07/2015	[2742] SCOTIA TRUE VALUE HARDWARE	NICKEL PLATED KEY & KEY BANDS 2" GALV PLUG, BRASS THREADED GATE VALVE, GALV 15G SUPER GLUE DROP PIN; 26OZ WINDEX CLEANER TWO 4PK 2OZ GIANT DESTROYER..	194.99
0003811	5/07/2015	[5376] SCOTTY'S CUTTERS EDGE	GAS CAP FOR MOWER	6.69
0003812	5/07/2015	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE & BOX RETRIEVAL FOR APRIL 201	88.60
0003813	5/07/2015	[5628] LORA SIMONE	CUSTOMER DEPOSIT REFUND	22.20
0003814	5/07/2015	[4751] MARISELA TORRES	CUSTOMER DEPOSIT REFUND	32.20
0003815	5/07/2015	[4008] TRINITY DIESEL, INC.	REPAIRS TO 2013 CAT GENERATOR	3,306.20
0003816	5/07/2015	[2779] WILDWOOD SAW	TWO STIHL FS130R TRIMMERS	734.29
0003817	5/07/2015	[5569] BROOKE D E WOODCOX	REIMBURSEMENT FOR FRED PRYOR CAREERTRACK TRAI	239.00
0003818	5/14/2015	[0576] 101 AUTO PARTS	MC LIC COURTESY; 3THREE S.G. LAMPS ONE LAMP; RETURN MC LIC COURTESY DISC BRAKE PADS & SIL BRAKE GREASE FOR 2004 J TWO BRAKE ROTORS; TWO CALIPERS W/HARDWARE; TW OIL FILTER & 6 QTS SAE5W30 OIL FOR 2004 JEEP	364.58
0003819	5/14/2015	[5443] AIRGAS USA, LLC	CYLINDER RENTAL	20.84
0003820	5/14/2015	[2261] CALIFORNIA STATE DISB UNIT	GARNISHMENT CASE #200000001183524 FOR PPE 5/1	81.69
0003821	5/14/2015	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR MAY 2015	1,542.00
0003822	5/14/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 5/1/15	120.00
0003823	5/14/2015	[4491] CODE PUBLISHING, INC	RIO DELL MUNICIPAL CODE WEB HOSTING, MAY 2015	350.00
0003824	5/14/2015	[5127] DELTA DENTAL	DENTAL INSURANCE FOR JUNE 2015	2,254.66

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0003825	5/14/2015	[4099] HARPER MOTORS	MIRROR ASSEMBLY FOR DUMP TRUCK	173.31
0003826	5/14/2015	[4908] MITCHELL BRISSO DELANEY & VRIEZE	LEGAL SERVICES FOR APRIL 2015	2,605.44
			LEGAL SERVICES FOR APRIL 2015	
			LEGAL SERVICES FOR APRIL 2015	
			LEGAL SERVICES FOR APRIL 2015	
			LEGAL SERVICES FOR APRIL 2015	
			LEGAL SERVICES FOR APRIL 2015	
0003827	5/14/2015	[2569] NORTH COAST LABORATORIES, INC.	AMMONIA NITROGEN W/O DISTILLATION; NITRATE/NI	140.00
0003828	5/14/2015	[2603] PG&E	UTILITY EXPENSES FOR APRIL 2015	11,258.73
0003829	5/14/2015	[2742] SCOTIA TRUE VALUE HARDWARE	1/2" BUSHINGS; ONE SCH 80 NIPPLE; 1" PVC PIPE	41.85
			TWO 3PK HD SCRUB SPONGES; TWO HD	
			SCOURING PAD	
0003830	5/14/2015	[2682] SMALL CITIES ORGANIZED RISK EFFORT (SCORE)	APRIL 1, 2015 - JUNE 30, 2015 QUARTERLY PREMI	19,536.00
0003831	5/14/2015	[2319] SUDDENLINK COMMUNICATIONS	INTERNET SERVICE FROM 5/10/15 TO 6/9/15	134.95
0003832	5/14/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 5/1/15	5,379.60
0003833	5/26/2015	[2285] CC MARKET (1)	BIRTHDAY CAKE FOR THE MONTH OF MAY	30.00
0003834	5/26/2015	[2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	BLOOD ALCOHOL ANALYSIS FOR APRIL 2015	35.00
0003835	5/26/2015	[2366] EEL RIVER DISPOSAL INC	FREON REMOVAL; DEBRIS FROM RECYCLE BINS AT CI	632.48
			4.6 TONS DEBRIS FROM RIO DELL CITY CLEANUP ON	
0003836	5/26/2015	[2405] FORTUNA ACE HARDWARE	TWO QUARTS ROUNDUP POISON IVY	64.78
0003837	5/26/2015	[5765] GARNES, DEBRA	REIMBURSEMENT FOR VINYL BANNER FOR CITY OF RI	56.82
0003838	5/26/2015	[2484] INDEPENDENT BUSINESS FORM	LASER PAPER FOR SHUT- OFF NOTICES	362.72
0003839	5/26/2015	[3180] JENSEN, RANDY	REIMBURSE FOR DMV PHYSICAL ASSOCIATED WITH CL	80.00
0003840	5/26/2015	[3029] REDWOOD COFFEE SERVICE	COFFEE	63.00
0003841	5/26/2015	[2742] SCOTIA TRUE VALUE HARDWARE	TWO WATER PROOF SHRINK TUBE; 8PK 3/16 SHRINK	32.17
			GORILLA CLEAR TAPE	
			54.6 YARD STORAGE TAPE	
0003842	5/26/2015	[2694] SHELL OIL CO.	PW FUEL EXPENSES FOR APRIL 2015	2,271.48
			PD FUEL EXPENSES FOR APRIL 2015	
			PD FUEL EXPENSES FOR MAY 2015	
			PW FUEL EXPENSES FOR MAY 2015	
0003843	5/26/2015	[5159] TECHNICHEM, INC	SIX 10KG SLUDGEBUGS 20 X500GR TOSS-IT PACKETS	2,458.12
0003844	5/26/2015	[4818] THREE G's HAY & GRAIN	SIX PALLETS WHITE COARSE SALT	2,211.91
0003845	5/26/2015	[2779] WILDWOOD SAW	MARUYAMA WATER PUMP; TWO STIHL 6 PACK OIL MIC	620.73
			FIMCO HIGH FLO 12 VOLT AG PUMP	

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0003846	5/28/2015	[2237] BANK OF AMERICA BUSINESS CARD	FLYERS 224 WILLITS - FUEL FOR WASTEWATER SUPE MURRISH MARKET - FUEL FOR CDBG WORKSHOP IN AN HARVEY'S CASINO - LODGING RESORT FEE FOR WATE	2,104.59
0003847	5/28/2015	[5769] BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE FOR JUNE 2015	17,215.07
0003848	5/28/2015	[2261] CALIFORNIA STATE DISB UNIT	GARNISHMENT CASE #200000001183524 FOR PPE 5/1	81.69
0003849	5/28/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 5/15/15	120.00
0003850	5/28/2015	[2411] DEARBORN NATIONAL LIFE INSURANCE COMPANY	LIFE INSURANCE FOR JUNE 2014 LIFE INSURANCE FOR MAY 2015 (ORIGINAL CHECK D	496.00
0003851	5/28/2015	[5052] GHD, INC	ENGINEERING SERVICES REGARDING INFILTRATION G ENGINEERING SERVICES REGARDING METROPOLITAN W ENGINEERING SERVICES TO PREPARE ATP APPLICATI	22,901.75
0003852	5/28/2015	[3940] INTERSTATE ALL BATTERY CENTER	12 - 3 VOLT LITHIUM BATTERIES	32.03
0003853	5/28/2015	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	60.00
0003854	5/28/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 5/15/15	5,371.18
0003855	5/28/2015	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR JUNE 2015	448.44
0003856	5/28/2015	[2757] US POSTMASTER	POSTAGE FOR THE MONTH OF MAY 2015 FOR UTILITY	375.75
Total Checks/Deposits				111,100.15

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0003857	6/04/2015	[5235] ADVANTAGE FINANCIAL SERVICES	DOCSTAR 3.12 SOFTWARE PACKAGE DOCSTAR USER LICENSES AND SYSTEM SOFTWARE	343.42
0003858	6/04/2015	[2203] AESTHETIC DESIGN & PHOTOGRAPHY	NEW WEB LAYOUT, MENUS, WEATHER, CALENDAR & WO	440.00
0003859	6/04/2015	[3527] ALLIANT INSURANCE SERVICES (DRIVER)	CRIME INSURANCE 7/1/15 TO 7/2/2016	950.00
0003860	6/04/2015	[3975] AT&T - 5709	PHONE EXPENSES FOR MAY 2015	503.49
0003861	6/04/2015	[3883] DARRYL J SELBY DBA SUPERIOR INSTALLS	INSTALL IN CAR VIDEO SYSTEM X 2 BATTERY INSTALL	812.50
0003862	6/04/2015	[4382] DOCUSTATION, INC.	MONTHLY MAINTENANCE & COPY CHARGES FOR MAY 20	439.79
0003863	6/04/2015	[2366] EEL RIVER DISPOSAL INC	GARBAGE BAGS FOR MAY 2015	616.10
0003864	6/04/2015	[2393] FASTENAL COMPANY	RESTOCK MISC HARDWARE	121.95
0003865	6/04/2015	[5212] JESSE GENARO	CUSTOMER DEPOSIT REFUND	19.10
0003866	6/04/2015	[2410] NORTH COAST CLEANING SERVICES, INC.	MONTHLY CLEANING SERVICE FOR MAY 2015	471.00
0003867	6/04/2015	[2569] NORTH COAST LABORATORIES, INC.	AMMONIA NITROGEN W/O DISTILLATION; NITRATE/NI	140.00
0003868	6/04/2015	[5101] NORTH VALLEY LABOR COMPLIANCE SERVICES	LABOR COMPLIANCE SERVICES FOR METROPOLITAN WE	1,350.00
0003869	6/04/2015	[5053] PACIFIC ECORISK	TOXICITY TESTING SERVICES - RIO DELL EFFLUENT	1,988.16
0003870	6/04/2015	[4548] PAPE MACHINERY EXCHANGE	CL FORKLIFT REPAIRS	360.28
0003871	6/04/2015	[5833] TRAVIS PHILLIPS	CUSTOMER DEPOSIT REFUND	205.41
0003872	6/04/2015	[5682] PORTER, CAITLIN	CUSTOMER DEPOSIT REFUND	99.89
0003873	6/04/2015	[3029] REDWOOD COFFEE SERVICE	COFFEE	63.00
0003874	6/04/2015	[2659] RIO DELL PETTY CASH	COSTCO - 12 PK MAGIC TAPE	23.91
0003875	6/04/2015	[4215] ROCHA'S AUTOMOTIVE	2002 FORD CROWN VICTORIA REPAIRS: REPLACE WIP	1,998.08
0003876	6/04/2015	[2664] ROGERS MACHINERY INC	7CLC-3 WATER LUBED TURBINE PUMP	7,078.33
0003877	6/04/2015	[5804] COLIN RYAN	CUSTOMER DEPOSIT REFUND	88.91
0003878	6/04/2015	[4525] SHERLOCK RECORDS MGMT	STORAGE SERVICE, BOX RETRIEVAL, BOX REFILEING	125.20
0003879	6/04/2015	[2709] STAPLES DEPT. 00-04079109	THREE TONER CARTRIDGES	132.10
0003880	6/04/2015	[2710] STARPAGE	PAGING SERVICES FOR JUNE 2015	12.95
0003881	6/04/2015	[2251] STATE BOARD OF EQUALIZATION	COSTS ASSOCIATED WITH THE IMPLEMENTATION OF N	7,289.69
0003882	6/04/2015	[2319] SUDDENLINK COMMUNICATIONS	MONTHLY BROADBAND SERVICES FOR JUNE 2015	246.81
0003883	6/12/2015	[0576] 101 AUTO PARTS	T-WAX CAR WASH; GLASS CLEANER; ARMOR ALL; DEG LAMP FOR 2002 GMC 3/4 TON SIERRA TRUCK IMPACT SOCKET SET	44.50
0003884	6/12/2015	[5443] AIRGAS USA, LLC	CYLINDER RENTAL	20.84
0003885	6/12/2015	[4905] ASSOCIATION OF ENVIRONMENTAL PROFESSIONALS	SF BAY AREA CHAPTER FULL MEMBERSHIP DUES 2015	150.00
0003886	6/12/2015	[2261] CALIFORNIA STATE DISB UNIT	GARNISHMENT CASE #200000001183524 FOR PPE 5/2	81.69

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0003887	6/12/2015	[5330] CAPITAL ONE COMMERCIAL	COSTCO - SIX CASES WHITE COPY PAPER & TWO BOX	217.04
0003888	6/12/2015	[2293] CITY OF FORTUNA	POLICE DISPATCH SERVICES FOR JUNE 2015	1,542.00
0003889	6/12/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 5/29/15	120.00
0003890	6/12/2015	[5127] DELTA DENTAL	DENTAL INSURANCE FOR JULY 2015	2,254.66
0003891	6/12/2015	[2405] FORTUNA ACE HARDWARE	EIGHT BARS POISON OAK SOAP	38.79
0003892	6/12/2015	[5241] GE CAPITAL	XEROX COPIER PAYMENT FOR JUNE 2015	482.13
0003893	6/12/2015	[5052] GHD, INC	ENGINEERING SERVICES FOR ATP PROJECT	1,769.00
0003894	6/12/2015	[2474] HUMMEL TIRE & WHEEL, INC	MOWER TIRE REPAIR	126.53
			TIRE REPLACEMENT FOR MOWER	
0003895	6/12/2015	[2484] INDEPENDENT BUSINESS FORM	LASER PAPER FOR UTILITY BILLS	714.75
0003896	6/12/2015	[2485] INDUSTRIAL ELECTRIC	RECONDITION & CHANGE BEARINGS ON 30HP US MOTO	528.58
0003897	6/12/2015	[4908] MITCHELL BRISSO DELANEY & VRIEZE	LEGAL SERVICES FOR MAY 2015	4,738.20
			LEGAL SERVICES FOR MAY 2015	
			LEGAL SERVICES FOR MAY 2015	
			LEGAL SERVICES FOR MAY 2015	
			LEGAL SERVICES FOR MAY 2015	
			LEGAL SERVICES FOR MAY 2015	
0003898	6/12/2015	[4393] NYLEX.net. Inc.	MONTHLY MAINTENANCE FOR JUNE 15, THROUGH JULY	900.00
0003899	6/12/2015	[2595] PALCO PHARMACY	THREE BATTERIES FOR GATE CLICKER	50.00
			SEVEN BATTERIES FOR GATE CLICKERS	
0003900	6/12/2015	[4338] QUILL CORPORATION	ONE PACK ADDING MACHINE TAPE; SAMSUNG BLACK T	92.63
0003901	6/12/2015	[2742] SCOTIA TRUE VALUE HARDWARE	30 AMP TEST CLIP FOR WEED SPRAYER	3.68
0003902	6/12/2015	[2319] SUDDENLINK COMMUNICATIONS	INTERNET SERVICE FROM 6/10/15 TO 7/9/15	134.95
0003903	6/12/2015	[5606] SWRCB/Safe Drinking Water State Revolving Fund	PRINCIPAL PAYMENT FOR DISBURSEMENTS THROUGH M	68,000.00
0003904	6/12/2015	[2641] THE RADAR SHOP	FOUR ON SITE RADAR RE-CERTIFICATIONS WITH CER	264.00
0003905	6/12/2015	[2758] USDA RURAL DEVELOPMENT	CASE #04-012-0941603860; CODE 92; LOAN #03	27,750.00
0003906	6/12/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 5/29/15	5,371.18
0003907	6/17/2015	[2340] DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	BLOOD ALCOHOL ANALYSIS FOR MAY 2015	35.00
0003908	6/17/2015	[2396] FERNBRIDGE TRACTOR & EQUIPMENT CO., INC.	JD MOWER BLADE	143.40
0003909	6/17/2015	[2461] HUMBOLDT COUNTY TAX COLLECTOR	VALUING TRANSFER IN OWNERSHIP 5/3/11 ESCAPE Y	6,114.55
			VALUING TRANSFER IN OWNERSHIP 5/3/11 ESCAPE Y	
			VALUING TRANSFER IN OWNERSHIP 5/3/11 YEAR 201	

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0003910	6/17/2015	[5613] KELLY-O'HERN ASSOCIATES	SURVEY EAST END OF DAVIS ST & PARK ON DAVIS S	4,450.00
0003911	6/17/2015	[2570] NILSEN COMPANY	TWO 2.5 GAL WEED KILLER	174.94
0003912	6/17/2015	[2603] PG&E	UTILITY EXPENSES FOR MAY 2015	16,290.26
0003913	6/17/2015	[2742] SCOTIA TRUE VALUE HARDWARE	1/2" PVC CONDUIT OFFSET, FEMALE ADAPTER & TER TWO 3PK 9" MICRO ROLLERS; TWO 9" 3QT PLASTIC EIGHT BAGS 80# CONCRETE MIX THREE BAGS 80# CONCRETE MIX	128.89
0003914	6/17/2015	[2694] SHELL OIL CO.	PD FUEL EXPENSES FOR MAY 2015 PW FUEL EXPENSES FOR MAY 2015 PD FUEL EXPENSES FOR JUNE 2015 PW FUEL EXPENSES FOR JUNE 2015	1,909.43
0003915	6/17/2015	[2714] SWRCB ACCOUNTING OFFICE	LARGE WATER SYSTEM FEES FOR PERIOD 7/1/14 THR	2,595.84
0003916	6/24/2015	[5769] BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE FOR JULY 2015	17,215.07
0003917	6/24/2015	[2261] CALIFORNIA STATE DISB UNIT	GARNISHMENT CASE #200000001183524 FOR PPE 6/1	81.69
0003918	6/24/2015	[5330] CAPITAL ONE COMMERCIAL	HOT CUPS & PENS	35.75
0003919	6/24/2015	[2293] CITY OF FORTUNA	ANIMAL CONTROL SERVICES FROM DECEMBER 2014 TH	2,800.00
0003920	6/24/2015	[2303] COAST CENTRAL CREDIT UNION	POA DUES FOR PPE 6/12/15	120.00
0003921	6/24/2015	[2414] FRANCHISE TAX BOARD	EARNINGS WITHHOLDING ORDER FOR TAXES FOR PPE	350.96
0003922	6/24/2015	[2452] HORIZON BUSINESS PRODUCTS	RETURN ADDRESS IMPRINTED ENVELOPES AVERY LABELS	143.73
0003923	6/24/2015	[2521] LEAGUE OF CALIF. CITIES	DIVISION GENERAL MEETING 5/22/15	46.00
0003924	6/24/2015	[3478] MATTHEWS PAINTS	TELESCOPIC WAND FOR PRESSURE WASHER	209.63
0003925	6/24/2015	[2569] NORTH COAST LABORATORIES, INC.	COLIFORM QUANTI-TRAY	60.00
0003926	6/24/2015	[2619] PITNEY BOWES, INC. (QTR Pymnt)	QUARTERLY LEASING PAYMENT FOR MARCH 30, 2015	168.73
0003927	6/24/2015	[4338] QUILL CORPORATION	ONE SET A-Z LETTER SIZE INDEX SHEETS & ONE PA	30.49
0003928	6/24/2015	[5222] R.J. RICCIARDI, INC	PROFESSIONAL SERVICES FOR PERIOD ENDING 05/31	550.00
0003929	6/24/2015	[5772] SACRAMENTO VALLEY ASSOCIATION OF	2015-16 MEMBERSHIP DUES	65.00
0003930	6/24/2015	[2709] STAPLES DEPT. 00-04079109	XEROX BLACK TONER CARTRIDGE	68.66
0003931	6/24/2015	[5740] THEALL, CLOVER	CUSTOMER DEPOSIT REFUND	61.99
0003932	6/24/2015	[2481] VANTAGEPOINT TRANSFER AGENTS-304361	RETIREMENT FOR PPE 6/12/15	5,371.18
0003933	6/30/2015	[4382] DOCUSTATION, INC.	MONTHLY MAINTENANCE & COPY CHARGES FOR JUNE 2	828.98
0003934	6/30/2015	[3943] HUMBOLDT COUNTY DEPARTMENT OF PUBLIC WORKS	CITYWIDE STREET SWEEPING	1,273.23
0003935	6/30/2015	[3032] RENDEZVOUS MUSIC & VENDING	COFFEE	64.00
0003936	6/30/2015	[2657] RIO DELL EMPLOYEES ASSOC	DUES FOR QUARTER ENDING 6/30/15	84.00

CITY OF RIO DELL CHECK REGISTER

General Checking - US Bank of California

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check / Payment</u>
0003937	6/30/2015	[2659] RIO DELL PETTY CASH	POSTAGE & PROPANE	30.94
0003938	6/30/2015	[5692] THERMA-FLITE	TWO GASKETS - COOLING CONVEYOR CLEAN-OUT PORT	504.50
0003939	6/30/2015	[5166] VSP-VISION SERVICE PLAN	VISION INSURANCE FOR JULY 2015	448.44
<i>Total Checks/Deposits</i>				<u>203,770.50</u>