



**AGENDA**  
**RIO DELL CITY COUNCIL**  
**REGULAR MEETING – 6:30 P.M.**  
**TUESDAY, JULY 7, 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. PLEDGE OF ALLEGIANCE**
- D. CEREMONIAL MATTERS**
- E. PUBLIC PRESENTATIONS**

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

**F. CONSENT CALENDAR**

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

- 1) 2015/0707.01 - Approve Minutes of the June 16, 2015 Regular Meeting (**ACTION**) 1
- 2) 2015/0707.02 - Approve Minutes of the June 23, 2015 Study Session (**ACTION**) 10
- 3) 2015/0707.03 - Adopt Resolution No. 1265-2015 Adopting Billable Rates for staff time for FY 2015-2016 and rescind Resolution No. 1230-2014 (**ACTION**) 20
- 4) 2015/0707.04 - Approve 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 through June 30, 2016 (**ACTION**) 27

G. ITEMS REMOVED FROM THE CONSENT CALENDAR

H. SPECIAL PRESENTATIONS/STUDY SESSIONS

- 1) 2015/0707.05 - Presentation from City Manager on Metropolitan Well Site Redevelopment Project Approving Preliminary Plan (DISCUSSION/POSSIBLE ACTION) 78

I. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

- 1) 2015/0707.06 - Letter of Support for the Concept of a Feasibility Study for a Water Pipeline Extending from Humboldt Community Services District (HCSD) to Rio Dell (**DISCUSSION/POSSIBLE ACTION**) 84

J. ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS

- 1) 2015/0707.07 - 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 and Rules of Order for the Conduct of City Council Meetings (**ACTION**) 87

K. REPORTS/STAFF COMMUNICATIONS

- 1. City Manager
- 2. Chief of Police
- 3. Finance Director
- 4. Community Development Director

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next regular meeting will be on July 21, 2015  
at 6:30 p.m. in City Hall Council Chambers*

**RIO DELL CITY COUNCIL  
REGULAR MEETING  
JUNE 16, 2015  
MINUTES**

The regular meeting/closed session of the Rio Dell City Council was called to order at 5:30 p.m. by Mayor Wilson

**ROLL CALL:** Present: Mayor Wilson, Councilmembers Johnson, Ganes, Marks and Thompson

Others Present: (Closed Session) City Manager Knopp

(Regular Meeting) City Manager Knopp, Finance Director Woodcox, Water/Roadways Superintendent Jensen and City Clerk Dunham

Absent: Chief of Police Hill, Community Development Director Caldwell and Wastewater Superintendent Chicora (excused)

**CLOSED SESSION**

At 5:30 p.m. the Council recessed to closed session with the City Manager to discuss the following matter:

Conference with Labor Negotiator – City Manager Concerning Labor Negotiations with Rio Dell Employees Association, Rio Dell Police Officers Association, and Contract Employees (Pursuant to Gov't Code Section 54957.6)

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

**PRESENTATIONS**

Nick Angeloff provided a brief update on the Chamber of Commerce meeting and said they responded to a Request for Proposals (RFP) for the *At Risk Youth Program* and said the Multi-Generational Center in Fortuna is now going to take the lead on that program in which the chamber will be the collaborating partner. He said they will likely be awarded the RFP coming up in August and the program will serve youth for both the Eel River Valley as well as Southern Humboldt. He noted that youth will be given the opportunity to learn job skills and training and the Chamber will be a major influence in that effort and will effectively keeping the same programs in place. He said one of the things they will likely be doing is holding an electric vehicle race for the youth and eventually expanding the scope coast to coast.

**CONSENT CALENDAR**

Mayor Wilson announced that Item 3, *Resolution No. 1265-2015 Adopting Billable Rates for Staff Time for FY 2015-2016* was removed from the consent calendar by staff and would be brought back at the next meeting due to an error.

Motion was made by Garnes/Marks to approve the consent calendar including approval of the minutes of the May 27, 2015 special meeting; approval of minutes of the June 2, 2015 regular meeting; approval of Resolution No. 1266-2015 approving year-end budget transfers for FY 2014-2015 amending Resolution No. 1254-2014; and approval of a rate adjustment with Eel River Disposal accepting it as an amendment to the Solid Waste and Recycling Franchise Agreement. Motion carried 5-0.

**SPECIAL PRESENTATIONS/STUDY SESSIONS**

Presentation by Michael O'Connor, CPA, R.J. Ricciardi, Inc. on FY 2013-2014 Audit  
Finance Director Woodcox introduced Michael O'Connor, CPA from R.J. Ricciardi, Inc., and said he will be providing a presentation on the FY 2013-2014 Audit.

Mr. O'Connor provided a detailed report on the Financial Statements and Management Report related to the FY 2013-2014 Audit.

Beginning with the Financial Statement, he reported they did not identify any deficiencies in internal controls that could be considered material weaknesses; as such, the City received an unqualified or clean opinion meaning everything was done according to generally accepted accounting principles.

He said the core operations of the City are accounted for in the General Fund and the General Fund Balance Sheet is a key measure of the financial health of the City. He noted that General Fund revenues decreased by \$109,294, primarily due to decreases in sales taxes whereas; General Fund expenditures increased from the prior year. As such, the General Fund balance as of June 30, 2014 was reported at \$1,098,041; a decrease of \$132,925 from the prior year.

He explained the Management Report basically deals with internal controls over financial reporting and the way the City receives and spends funds. He said they had no recommended improvements and that there was one issue with the previous year audit that had to do with GASB 54 which has been corrected with the adoption of a formal GASB 54 fund balance policy. He pointed out that most cities are being hit with GASB 64 requirements related to pensions and GASB 75 related to health benefits for retirees which has an impact on financial statements however; Rio Dell is not impacted since those benefits are not provided.

Mayor Wilson called for public comment on the audit report.

There were no comments from the public or the Council.

Presentation by GHD Engineering, the City Engineering firm on current status of Metropolitan Well Site Redevelopment and related grant application for Safe Drinking Water State Revolving Funds

City Manager Knopp provided a brief staff report and said as the Council is aware, staff has been working very hard with GHD to fast track the redevelopment of the Metropolitan Well Site in anticipation of what has turned out to be a continued dry year in the river. He said the latest river gauge shows the river level is about where it was the same time last year and there is no guarantee for rain into the winter months. He added that the Council chose wisely to fast track this project and the City has made significant progress and had two contractors on site: one rehabilitating the production wells and the other to develop monitoring wells to collect data on the production and quality of the water. He said it has been determined that the wells will be able to produce sufficient water for emergency purposes in the event of infiltration gallery failure, severe drought conditions or for use during high turbidity events without the use of the water clarifier. With that said, he reported that the project continues to move forward with a very tight timeline. He said with the design phase of the project coming to a close, staff wanted to bring GHD back to provide the Council with an update of the project.

City Engineer Willor continued with a power point presentation and said he would be providing a brief update on the Prop 84 Drought Grant, the Safe Drinking Water State Revolving Fund Grant Application, the Preliminary Design of the Wells Project, and also a brief update on the City's Active Transportation (ATP) application.

He reported that earlier this month, Humboldt County who is the grant administrator for the Department of Water Resources Prop 84 Grant, sent an information request regarding the City's application. He said GHD responded to their request and said it sounds like they will be moving forward with a contract with the City in July to administer the grant on behalf of the City.

He said in moving forward, the Prop 84 Drought Grant provided the majority of the project funding but to provide gap funding. GHD was asked to put together a grant application through the Safe Drinking Water State Revolving Fund Grant. He said he, along with City staff attended a funding fair on June 3<sup>rd</sup> and received an update on that funding source and how the City's project fits into the grant eligibility requirements. He said due to proposed changes in the program disadvantaged communities would be required to show "economic hardship" to be eligible for grant funds which means that the average water rate must be greater than 1.5% of the median household income. He noted that the City's current average water rate of \$41.67 is only 1.18% of the City's median household income which does not meet the hardship criteria. He said as such, other sources for gap funding are being investigated. Also, projects are now funded on a first ready first served basis with less emphasis on public health threats as ranking criteria.

Councilmember Thompson asked when the new guidelines will go into effect and questioned how this fits in with the Pro 218 process for adjusting rates.

Mayor Wilson expressed concern about the validity of the median income numbers and said sometime between 2000 and 2010 the average median income in the City went up around 25%. He said he questioned the numbers presented by Dennis Mullins from EDD when he provided the presentation to the Council and felt the numbers were outlandish and when he went back to review the data all that was provided to the Council was the power point presentation. He noted that if staff could get some solid numbers the City could probably meet the criteria under the grant guidelines.

**Nick Angeloff** pointed out that Mr. Mullins in his presentation provided the “mean” income; not “median” income and when he asked him for the “median” income he didn’t have that information. He said as such, the Council might want to review other data.

City Manager Knopp stated that one of the issues is depending on whether it is a State agency or Federal, the criteria is different in determining what constitutes a disadvantaged community. He said in implementing the guide they tend to draw a broad statistical generalization. He noted that during the next census, it is very important there is a wide community outreach to make sure all the data is recorded to ensure accurate results.

Engineer Willor further explained that 1.5% means that based on the most recent study it is the breaking point if the City’s water rate is above or below to reduce or increase rates to provide funding for water projects could result in no grant funding. As such, GHD contacted the City and began exploring other funding opportunities including USDA and the State Water Resources Control Board.

He said in reaching out to USDA, he spoke to a representative and learned that in emergency situations, funds could be secured however; because the City has not declared a local emergency he is not certain if the project will qualify. He added that USDA feels the project is a good fit for an Emergency Community Water Assistance Grant (ECWAG).

City Manager Knopp noted there are \$6 million in funds available and the City would be asking for approximately \$250,000. He said the more he learns about the grant, the more he thinks it would be the way to go; saving potential State grant funding for other projects such as upgrade of the water distribution system or the water infiltration gallery improvements.

Councilmember Johnson questioned the timing for USDA to determine whether the project is acceptable.

City Manager Knopp explained there is a 4 to 5 page application and said the money is already set aside for emergency water related projects so is on the fast track. He said the project meets the criteria when it is explained how it ties into our current system and seems to be a good match.

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Engineer Willor pointed out that the proposed State Water Board guidelines are in the draft phase so the City might want to take the opportunity to have a voice in the process and request modifications to the proposed hardship criteria to enhance eligibility for future grant funded projects.

Engineer Willor continued with review of the project timeline and said the plan is to put the project out to bid late summer with construction to begin around September for completion in December or January.

Next was review of the preliminary design. He stated that there are a number of preliminary elements to the design and that they are looking at a packaged system that basically arrives on site and can be plugged in. He said it is somewhat of a challenge to work together with the suppliers to get the details worked out and come up with the best options for the City.

Councilmember Johnson asked if there will be more than one supplier.

Engineer Willor explained that basically there is an "in" black box that treats the water coming in and an "out" black box that houses the controls which will allow for different suppliers to provide the various components.

Mayor Wilson stated that he would hope not to be held hostage to one particular supplier for parts and repairs.

Engineer Willor explained there tends to be an economy to scale in having one of these packaged systems put together and said the advantage of having one particular portion of the system under one supplier such as the backwash tank and controls so the pieces would not be proprietary so much in terms of parts.

Councilmember Johnson expressed concern that manufacturing of a filtering package might be a long lead time item and could be eating up the critical path and pushing out the time of completion maybe months beyond just because it is being manufactured specifically for the City of Rio Dell.

Engineer Willor stated that when you look at how rapidly the project progresses it is definitely a concern because they are putting together an entire system and they basically have to insure that all the components work together. He noted that it has been his experience that packaged systems can be quick and easy and less troublesome not only for the design process but when it comes to the operation of the system, they potentially work together better than something GHD could put together.

**SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

Discussion and Possible Action Related to Measure Z Funding

City Manager Knopp provided a staff report and said Measure Z is a countywide .5% sales tax that was proposed and passed as a tax for public safety. He said a Citizen's Advisory Committee was established to make recommendations to the County Board of Supervisors on proposed expenditures. He said staff submitted a grant application to the Committee and part of the application included a request for \$35,569 for the purpose of providing additional clerical support for the police department including enhanced nuisance abatement and code enforcement activities. He said he received notification that the Board of Supervisors approved the allocation of the \$35,569 in Measure Z funds to the City pending approval of the County's final budget expected to be approved on June 23, 2015. He said the funding will place a 3/5 time position in the police department and extend the current arrangement by two days a week. He noted that this revenue was not included in the FY 2015-2016 budget and once it is official, staff will come back to Council with a budget amendment. He added that this is positive news and comes at an opportune time to enhance code enforcement efforts which will ultimately attract potential investors.

Provide Staff Direction Related to June 23, 2015 Economic Development Workshop

City Manager Knopp provided a staff report and said the subject of economic development has been on the Council's radar for the past couple of meetings and the plan is to discuss where the City wants to go from here. He said Jacqueline Debets, County Economic Development Coordinator and Workforce Investment Board executive director has been invited to provide a presentation on North Coast Prosperity at the Economic Development Workshop scheduled for June 23, 2015 but staff needs clarification on the time of the meeting.

Councilmember Johnson said he would like to see a summation of the community survey Tracy O'Connell sent out on behalf of the Chamber.

**Nick Angeloff** said he would send notifications out to all Chamber members (approximately 270) regarding the time and date of the study session.

The meeting time was scheduled for 6:30 p.m.

Mayor Wilson asked about the status of hiring an economic development recruiter.

City Manager Knopp commented that staff is working on an approach and will discuss it at the study session.

Mayor Wilson called for public comment related to the Economic Development workshop.



Nick Angeloff suggested the focus of the discussion be on job creation and retail and hopefully get the conversation moving in that direction and keep it dialed in and what the community needs are related to job creation.

#### **ORDINANCES/SPECIAL RESOLUTIONS/PUBLIC HEARINGS**

Approve Resolution No. 1267-2015 Adopting Operations and Capital Budget for FY 2015-2016  
Finance Director Woodcox provided a staff report and said staff has put together the Operations and Capital Budget for FY 2015-2016 and includes a position allocation table related to staffing: appropriates projected revenues totaling \$3,093,603; expenditures in the amount of \$3,386,932; and an appropriation to and from reserves in the amount of \$-293,329.

She said staff's recommendation is to approve Resolution No. 1267-2015 adopting the budget and directing staff to return on July 21, 2015 with options for deficit mitigation.

Discussion ensued regarding the decline in overall revenues; negotiation of gas and electric franchise fees; and the reduction in sewer revenue under the current rate structure and possible adjustment to the rates.

Mayor Wilson called for public comment on the proposed budget resolution.

There were no comments from the public.

Motion was made by Johnson/Thompson to approve Resolution No. 1267-2015 *Approving the Operations and Capital Budget for FY 2015-2016* and direct staff to return on July 21, 2015 with options for deficit mitigation. Motion carried 5-0.

Introduction and First Reading (by title only) 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 staff report and said at the June 2, 2015 meeting, the Council reviewed and approved the final draft of the revised City Council Protocols and based on the comments from the Council, one minor revision was made related to the procedure for taking roll call at Council meetings.

She said the draft ordinance is being presented for its first reading adopting the 2015 City Council Protocols and Rules of Order.

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

Councilmember Johnson stated the update was well needed and well done.

Motion was made by Johnson/Garnes to introduce and conduct the first reading (by title only) of 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*, and directing staff to bring the ordinance back at the July 7, 2015 regular meeting for its second reading and adoption. Motion carried 5-0.

### **REPORTS/STAFF COMMUNICATIONS**

City Manager Knopp thanked Finance Director Woodcox and the finance team for their work on the budget and the Council for asking good questions through the budget process. He also distributed a written *City Manager Update* and provided a brief review of the items including a graph of the City's *Water Flow to Distribution, 2013 to Present*. He said staff met with representatives from Cal-Recycle and that things are basically on track but they will be stepping up enforcement; on June 10<sup>th</sup> he met with Old Ranch Road residents regarding the waterline in that area and may be returning to closed session at the next meeting; on June 3<sup>rd</sup> he and staff attended a funding fair at the Warfinger Building to identify potential funding for the wells as well as other potential funding options for public safety; said staff will be sending out a city newsletter on Friday which will include the annual Consumer Confidence Water Report, notification of the upcoming Economic Development Workshop, a child car seat safety event as well as other noteworthy items; provided a drought update; and an update on the Metropolitan Well Project.

Councilmember Johnson asked if Officer Lungi was back on duty.

City Manager Knopp stated that he was released to return to normal duty this week.

Finance Director Woodcox announced that she will be attending a SCORE meeting on June 26<sup>th</sup> in Anderson and said the auditor was here doing field work on the 2014-2015 audit and would be returning at a later date to complete the field work portion of this year's audit.

Mayor Wilson said that he was approached by a citizen regarding the online bill pay and said there is a fee for using your debit or credit card but there would be no fee to pay online by check but the City does not provide that option.

Finance Director Woodcox said she would look into it and report back to the Council.

### **COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Thompson reported on the Humboldt Waste Management Authority (HWMA) and said the contractor started the final capping of the landfill and they hoped to have the project completed by September. He said Cal-Recycle is holding over a million dollars of HMWA's money until the project is complete which they hope to have back in the bank by February. He also reported that he was re-elected as Chair to the Board for the third year.

Councilmember Johnson reported that earlier this month he attended a Last Chance Grade Stakeholders meeting in Crescent City and toured the project. He said Cal-Trans had an environmental specialist (soils engineer) there answering technical questions and they are in the process of narrowing down alternatives and hopefully will get to that finish line by the end of summer.

Councilmember Marks reported that he attended the Chamber of Commerce meeting earlier in the day and would be attending the Humboldt Transit Authority (HTA) meeting the following day.

**ADJOURNMENT**

Motion was made by Marks/Garnes to adjourn the meeting at 8:37 p.m. to the June 23, 2015 Economic Development Study Session. Motion carried 5-0.

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Frank Wilson, Mayor

Attest:

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Karen Dunham, City Clerk

**RIO DELL CITY COUNCIL  
STUDY SESSION  
JUNE 23, 2015  
MINUTES**

A Study Session of the Rio Dell City Council was called to order at 6:30 p.m. by Mayor Wilson.

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

Others Present: City Manager Knopp, Community Development Director Caldwell, City Clerk Dunham and approximately 15 public members

**PUBLIC COMMENTS**

None

**STUDY SESSION MATTERS**

Discussion on Economic Development in and around Rio Dell

Mayor Wilson began by thanking members of the public for their attendance at the meeting.

City Manager Knopp provided a brief overview on the focus of the meeting and provided a series of handouts which included:

- Potential Business Opportunities in Rio Dell
- Current City of Rio Dell Businesses (not including home businesses)
- Commercially Zoned Vacant, Under Utilized, Non-Conforming Use Properties
- Economic Development Workshop Brainstorming List from February 24, 2015
- Map of the parcels in the downtown business district

He said the intention was to have Jacqueline Debet, County Economic Development Coordinator and Executive Director of the Workforce Investment Board here to provide a presentation on North Coast Prosperity however; something came up and she was unable to attend.

He said the goal is to create a comprehensive list of ideas to promote economic development in the City of Rio Dell.

He noted that Tracy O'Connell is present to report on the results of the community survey and talk a little bit about what the Chamber is doing with regard to economic development efforts.

**Tom Joiner, 250 Monument Road** asked why residences on Wildwood Ave. are identified as non-conforming uses on the list of commercial parcels in the City.

Community Development Director Caldwell explained that a lot of those homes were built in the 1940's and 1950's and because they are not principally permitted uses under the current zoning they are identified as non-conforming uses. He noted that the idea of the Town Center Zone is to encourage mixed residential-commercial uses to ensure an economically and socially vibrant downtown.

Tracy O'Connell continued with a power point presentation and said she put together two surveys: the first was a Rio Dell Community Survey to gather demographics and information to determine priorities of what citizens would like to see improved or changed in the City; the latter was a survey asking businesses to rank in order of importance what they would like to see improved or changed. She said only 56 responses were received (just over 3%) from the first survey and only 22 responses from the second survey.

She said with regard to the Community Survey, citizens were asked to rank the areas of the City they would most like to see improved or changed such as:

- Improving the security of the City's water supply
- Improving other City infrastructure
- Improving the City's financial position
- Reducing crime
- Bringing new jobs to the region
- Bringing new businesses and services to the community
- Improving the community's image/physical appearance
- Increasing transportation options
- Cleaning up neighborhoods (litter, nuisance situations)
- Increasing activities for youth/young adults/families
- Increasing services to elderly and/or disabled residents
- Increasing services to low-income residents
- Increasing the number of opportunities for residents to enjoy public space (ie: dog park, benches, bike racks)
- Other

She said many of the responses included paving of City streets, a dog park, a skate park and youth activities as well as services for the elderly such as health care. She noted that issues related to services for low income residents included help with home repairs and services, low cost child care, elder care and transportation.

In reviewing the demographics of those responding to the survey she said just over 23% of those have a permanently disable person in the household; 56% were homeowners; 44% were renters; and the average household size was 2.45 people. She added that according to information off the web, the average median income in Rio Dell is \$42,000/yr.

She stated that Community Development Director Caldwell mentioned to her that in 2002, Redwood Community Action Agency (RCAA) did a survey and got a 70% response although people were paid to go out and conduct the survey.

Councilmember Thompson noted that in 2012 the estimated median income for homeowners was \$48,313 and \$21,836 for renters.

Mayor Wilson pointed out that the people that turned in surveys are probably higher income residents which brought the numbers up. He said there needs to be accurate data to really know where the City is economically.

An unidentified woman in the audience referred to the brainstorming list and said just because you say it's a good idea, doesn't mean you can do it because everything on the list costs money.

Mayor Wilson stated that there is some consistency between the various studies but it is a dilemma as to how to make those things happen without the resources.

A young man in the audience said there needs to a larger emphasis on community outreach efforts for these workshops.

City Manager Knopp continued with a power point presentation including a review of past efforts, review of city strategy, and an action plan.

He noted that some of the past efforts include the *Eel River Valley Food Collaborative Plan from 2010* and the *Economic Development Strategic Plan from 2008*. He indicated that first and foremost are goals 1-4 identified in the 2008 plan which included:

- A diversified economy with vibrant and productive goods and services
- Public-Private partnerships that facilitate business startup, retention and expansion
- Businesses with livable wage/benefit jobs
- Generation of sufficient revenues to deliver quality municipal services

He said one of the messages the City Council has made abundantly clear is that they don't want to create studies without any action to bring in business.

He said the overall strategy involves improving the City's basic infrastructure, including the security of the City's water system, building a community center open to everyone, to focus on branding efforts by improving signage surrounding Rio Dell, improving the image of the City, and to generate positive newsworthy events.

He said creating an attractive community through code enforcement creates a healthy environment for the community and makes it more likely for people to want to invest in and do

business in the community. He said code enforcement has taken a back seat in the past so the idea is to move from a reactive approach to a proactive approach regarding nuisance abatement and code enforcement efforts.

He said another approach to economic development is to encourage the development of community events and work to create more public spaces for public events.

With regard to business recruitment, City Manager Knopp suggested the City work with a Commercial Real Estate specialist who can help inventory the City's opportunities, develop partners and market the "Opportunity Roadmap" for Rio Dell which ties together zoning regulations and other information to create summarized handouts, maps and other materials necessary to engage in marketing and business recruitment.

He pointed out that with major changes occurring in the area of cannabis laws and the related financial speculation, the Council may want to consider making changes to current policy.

Mayor Wilson stated that his observation is that every new structure in the City is related to cannabis.

**Tom Joiner** commented that Rio Dell has a reputation of being hard on business and said it is shameful that it has taken Dean Smither 6 months to get his business approved. Related to business recruitment he suggested everyone sit down and review the zoning codes and allowable uses. He said the codes are too restrictive and that the process should begin in-house rather than hiring an outside consultant to recruit business.

**Melissa Marks** acknowledged the presence of a couple of business owners; Dean Smither and Dave Thompson (Humboldt Gables Motel) and encouraged them to address the Council. She also asked what brought the Dollar General to the City.

Community Development Director Caldwell commented that it was actually Dean Smither who sold them the property and it was about a 2 year process.

**Dean Smither** addressed the Council and stated that he has been a shareholder here for the past 12 years and flipped 40 plus properties. He expressed disappointment that the County was not present as they have the demographics that provide a clear picture. He noted that the City does not have a lot of commercial property to develop and referred to the Albin property on Painter and Wildwood and pointed out that the 700 feet of lot frontage makes it cost prohibitive to develop. He said the Dollar General development was based on demographics and said they are exceeding sales by \$500,000/yr. and are pulling in customers from southern Humboldt. He added that the City has had some great ideas over the years such as putting up the sign "Scenic Route to Ferndale" but rather than just talking about it, they need to do it.

He then mentioned the building permit process and said at the County you can go online and check the status of your permit and that Rio Dell needs to establish a similar tracking process so you don't lose track of where you are. He said rather than spending money on consultants, the City should jump in and find a way to help businesses. He also said that most of the information on the City's web site is not accurate such as the zoning map which is an issue for potential developers.

Dean added that when you look at opportunity for development you need to look at where the traffic is going. He said currently the majority of the traffic is either going to the Shell station or the Dollar General. He said because of the Dollar General, he expects that a lot of people are no longer taking the Rio Dell-Scotia exit but using the Davis St. exit. He suggested the City use a pneumatic car counter to see where the traffic is coming from.

He also noted that the Community Development Director brought up the fact that the new coffee shop going in (The Green Bean) is only 100 feet from the City parking lot so would qualify for a parking exemption. Essentially the City is subsidizing those businesses at the south end of town by allowing them to utilize the City parking lot. He said the City could put in additional parking lots to provide parking for other existing and future businesses. He said perhaps the City should attach a special business license fee to those businesses using the City parking lot.

He pointed out that there is a vacant lot on Davis St. and Ireland Ave. and 3 residential parcels zoned Neighborhood Commercial (NC) that would accommodate a motel.

His other suggestions included changing the name of Rio Dell; developing more business friendly processes; doing a traffic study; looking at land uses; and acquiring land from the school, rezoning it to Community Commercial (CC) and building a motel.

In closing, he noted that there are a lot of businesses in the City that are not legitimate including a lot of the activity going on at the Eel River Industrial Park in which the City is not generating any tax dollars from.

There was a question from the public regarding the reason for recruiting a real estate specialist

City Manager Knopp explained the idea is to hire an expert in commercial real estate to advise the City on how to successfully market business investors whether it is a small mom and pop business or larger development. He said the City also needs businesses that create jobs but no one will invest in a business here if there are no skilled workers for those jobs.

**Larry Arsenol** said regarding potential commercial development the Todd property on Davis and 101 is ideal for a small retail outlet mall or a truck stop. He noted that it's good to have businesses that draw local people but also need to have something that attracts people from the outside.



He said related to cannabis, he understands the Council's concern about children but the fact is that it is here and unregulated. Once it is legalized, the City can either be proactive and control it or do nothing and it will go on anyway. He said for family fun the City could have organized raft races and perhaps coordinate with the annual kinetic sculpture races which would bring people into the City.

**Alice Millington** suggested having a flea market at the north entrance of town (Albin property) which would bring a lot of people in to see the community and perhaps want to purchase that property.

**Melissa Marks** asked what the problem was with the former Old General Store on Davis St.

**Dean Smither** responded that the issue was that when he built Redwood Mini Golf up the street where the Dollar General now is, he couldn't get customers to go down the street to buy snacks and he needed both businesses at the same location which is why he relocated the store.

**Melissa Marks** commented on the need for a fast food restaurant.

**Dean Smither** pointed out that most fast food chains involve a million dollar franchise and require certain demographic criteria.

Other business suggestions included Home Depot and Trader Joes.

Councilmember Thompson noted that if you look at the numbers and the fast food in Fortuna, a McDonalds located in Rio Dell right off of Highway 101 would probably do better than the Fortuna McDonalds. He said there needs to be some type of motivation to get businesses to come to Rio Dell.

Mayor Wilson said he appreciated Dean's comments and said there seems to be a shift in the economy because overall, business is picking up Countywide. He said if the zoning code needs to be changed to encourage development then it should be a priority.

Community Development Director Caldwell explained that the planning commission has been reviewing the Land Use Matrix for several months and hopefully will complete the review at the upcoming meeting on Thursday and once the review is done, staff will bring the recommended revisions to the City Council for their review and approval. He said the goal is to expand allowable uses to encourage development and hopefully simplify the permitting process.

**Larry Arsenol** suggested the development of the City be based on what is the core of Rio Dell and said several years ago in SantaFe, NM they required all new development to look a certain way which resulted in a very distinctive look today.

Another person in the audience said the City needs to have its own identity such as Fortuna which is known as the friendly city. He said what Rio Dell is known for is not good and said there is basically no respect for the City. He said the drug problem also needs to be addressed and said perhaps a civic center with historical information would bring the City a new identity.

**Scott Eldridge** commented on the bluffs and beautiful views as one of the City's best attributes.

**Nick Angeloff** stated that commercial real estate marketing is one aspect of economic development and a large piece of our national economy as well as local economy. He said a lot of information has been gathered regarding boomers and potential markets there as well as some information obtained over the last 6 or 8 months inadvertently reaching out to local real estate markets. He pointed out that present in the audience were two long-term real estate agents that he is sure have experience with commercial real estate.

He also said that it seems there were a lot of comments regarding organizing development and putting together an action plan for what we want to see as a footprint for the City and clearly the planning commission has been working on policies that encourage development.

He briefly addressed the concept of master planning which he said is currently big in the State. He said it provides for the building of an economic development plan, project partnerships and can create infrastructure improvements through economic development grants to attract specific businesses.

He also noted that in looking at the 2008 and 2010 Economic Development Plan, he thinks job creation is an absolute necessity. He referred to the Eel River Industrial Park and said he would like to see a food collaborative, small scale manufacturing or perhaps a slaughter house there. He pointed out that when packaging something here, you keep the payroll here as well as the profits from the manufacturing. He noted that research shows there is a 3.6 to 1 ratio of income and dollars generated between manufacturing jobs and retail jobs in Redding.

He said he was concerned that when the Dollar General come in it would have a negative impact on the local grocery store but what happened is that the Dollar General actually stopped people from going out of the area to shop and brought more people into town so the grocery store saw increased sales which means increased sales tax for the City. He said this means that at some degree, large corporations coming to town is beneficial to local businesses by bringing in more people.

He also pointed out that CDBG grant funding is an important key to economic development. Also branding is very important and noted that every time he gets the opportunity he refers to Rio Dell as the Mayberry of the North Coast and he encouraged everyone else to do the same. He said if it is said enough, eventually it will catch on. He expressed the importance of the community working together to expand collaborative events.

Nick commented that there is a real opportunity here and the City needs to be ready. With business opportunities and the housing industry increasing throughout the County and other parts of the Country, it will be moving this way over the next year and the City needs to have an effective land use matrix and the necessary tools to entice business development.

**Alice Millington** mentioned there was a small city on the east coast that was referred to as a Mayberry kind of town and their police officers would stop people for basically being good Samaritans and give them a coupon for a free cup of coffee at a local restaurant or something similar. She said there was really no cost to do that but it made the news. She said the City needs businesses that will keep people here to shop and said the Dollar General is doing a great job in doing that.

**Sharon Wolff** said when talking about what Rio Dell has to attract people you think of the bluffs and the beautiful views. She said what is needed is trails that give people access to the bluffs to get people off the road. She said the bluffs are unique and contributes to the overall geography of the City. Any kind of trail system for bicyclists that perhaps connects to Fortuna and is safe is good. She noted that activity creates a better quality of life and is the best way to get rid of the bad reputation. She said having some "new blood" in the City helps to gain confidence and trust in the leadership of the City. She agreed with the need for positive law enforcement and said maybe the target should be on tourists and police officers could give them free ice cream or a personal size pizza. She said with regard to master permitting it doesn't need to stop with the Eel River Industrial Park and said if there is a drainage issue with the Albin property, perhaps the City could secure a grant to improve the drainage to entice potential investors.

**Tracy O'Connell** commented that the new owner of Subway had the same idea to give away coupons for perhaps a 6 inch subway sandwich to good Samaritans. She also said that she hopes the City will step back and look at the bigger picture with regard to development opportunities and what big franchises will do to existing businesses such as what Home Depot would do to Forbusco Lumber. She encouraged the City to bring in a local flavor rather than trying to make the City look like everyone else and to look at the value of money coming in.

Councilmember Thompson commented that he doesn't want to forget about the downtown but at the same time would like to take advantage of the traffic generated by the Dollar General. He said regarding the former Wildwood Feed building, he visualizes the development of some type of theater for Scotia Band and others to utilize or perhaps a place to display antique cars.

He also referred to one of the goals in the *2008 Economic Development Strategic Plan* related to renewable energy to power the City and said the City pays in excess of \$10,000 each month in PG&E bills. He asked for a show of hands from the audience as to how many people would support the concept of placing wind turbines on the City's parcel on Belleview Ave. About one-half of the people present indicated they would support wind turbines; one member of the audience said he would not because where he lived before they had them and they had a crew just to collect the dead birds that flew into the turbines.

Councilmember Garnes gave an update on signage on behalf of the committee and said it is too complicated on the Federal side to officially designate the route to Ferndale as a "Scenic Route" stating that it requires feasibility studies and other processes.

Nick Angeloff pointed out that it does not however, preclude putting up a sign directing people to Ferndale by way of Blue Slide Road.

Councilmember Johnson thanked the public for attending and said there were some excellent ideas presented. He said he chimed in very closely on what was mentioned about it taking Dean Smither 6 months to get a permit for a new business and said he would certainly want to get a report from staff on the City's position on that subject. He said he liked the idea of handing out tickets to tourists and to citizens as a reward for doing good and strongly encouraged it. He said the comments and suggestions have given the Council some valuable information and provided clear direction on the direction to go in the future.

Councilmember Garnes also expressed her appreciation to the public and said perhaps the Council should sit down with the planning commission, staff and businesses and find out what the biggest restrictions are with regard to planning and development and work with them. She said one of the things that she heard was that the City was looking for new business but not promoting the existing businesses. She suggested looking at the permitting and ordinances and making the changes necessary to make it work. She noted that there needs to be someone to pitch the City; beyond a commercial real estate specialist to find businesses that are needed here and employ people that live here so median income is not an aberration but actually be real.

She noted that trails are also important. She said the bluffs are beautiful but getting to them seems to be a well-kept secret. She said we should work to make the nature we have available to everyone since Rio Dell is an outdoor place. She said it is time to step toward ideas more aggressively. She also thanked Tracy O'Connell for putting out the survey and said the information gathered was very helpful.

Councilmember Marks commented that he also appreciated the efforts of everyone and said he learned a lot about what citizens would like to see happen in Rio Dell. He said Dean Smither had some interesting comments that he hadn't thought about and all of the ideas presented have merit. He suggested the Council start with one idea that can be achieved successfully and proceed with it and the rest will fall into place.

Mayor Wilson stated that he received good insight and also appreciated Dean Smither's comments. He said it is coming down to a place where the City doesn't just need to talk about these ideas but to keep meeting and keep the momentum going. He suggested working harder to get the word out to the public and businesses even if it means knocking on doors. He noted that Home Depot is not going to come here but there needs to be a recruiter that will actually pursue business opportunities that will create jobs.

Councilmember Johnson recommended the City move forward and solicit a recruiter, implement a good Samaritan Program and have the police department hand out "Mayberry" tickets (coupons from businesses), and to schedule a joint study session with the planning commission to review the building and planning permitting processes.

Councilmember Thompson suggested the City advertise for a recruiter in the publications that advertise for cities and that the job be based on commission rather than a contract amount so that the person is only paid if he/she is successful in recruiting business.

Consensus of the Council was to solicit a business recruiter, schedule a joint study session with the planning commission and implement a "Good Samaritan Mayberry Ticket Program" as discussed.

**Melissa Marks** proposed the idea of hiring Dean Smither as the recruiter.

#### **ADJOURNMENT**

Motion was made by Johnson/Garnes to adjourn the meeting at 8:57 p.m. to the July 7, 2015 regular meeting. Motion carried 5-0.

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Frank Wilson, Mayor

ATTEST:

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Karen Dunham, City Clerk





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

**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
July 7, 2015**

TO: Mayor and Members of the City Council

THROUGH: Kyle Knopp, City Manager 

FROM: Brooke Woodcox, Finance Director 

DATE: July 7, 2015

SUBJECT: **Approve Resolution 1265-2015 approving billable rates for staff time for Fiscal Year 2015-2016 and rescind Resolution 1230-2014**

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**RECOMMENDATION**

Approve Resolution 1265-2015 Approving the Billable Rate for staff time for the fiscal year 2015-2016 and Rescind Resolution 1230-2014.

**BACKGROUND AND DISCUSSION**

On June 16, 2015 staff had put on the consent calendar the billable rates for the 2015-2016 fiscal year. The item was pulled from the Consent Calendar because of a calculation error. The correction has been made and the billable rates are ready for Council approval.

Billable rates are the amounts that City staff is authorized to charge for various activities and projects undertaken on behalf of a customer. Billable rates include the cost of the employee's salary, benefits, and overhead.

The following formula is used to calculate billable rates:

$$(\text{Hourly Rate} \times \text{City's Benefit Cost \%}) + (\text{Overhead Expenses}/\text{Dept. hours}) = \text{Billable Rate}$$

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

**ATTACHMENT**

**Billable Rates Sheet**

**Resolution 1265-2015 Approving the Billable Rate for staff time for the fiscal year 2015-2016  
and Rescind Resolution 1230-2014**

**Copy of Resolution 1230-2014 Approving the Billable Rate for Staff Time for FY 2014-2015...**



2015-2016 Billable Burdened Rates Resolution No. 1265-2015 Adopted June 16, 2015				
TITLE	HOURLY RATE	BENEFITS	INDIRECT EXPENSE PER LABOR HOUR	HOURLY RATE
City Clerk	28.18	34%	17.12	54.88
City Manager	50.39	34%	24.42	91.95
Accountant I	21.77	34%	12.30	41.47
Finance Director	33.41	34%	12.30	57.07
Fiscal Assistant II	16.36	34%	12.30	34.23
Senior Fiscal Assistant	18.76	34%	12.30	37.44
Chief of Police	43.69	34%	11.20	69.75
Police Sergeant	25.06	34%	11.20	44.78
Police Officer	21.33	34%	11.20	39.79
Police Officer	21.33	34%	11.20	39.79
Police Officer	21.97	34%	11.20	40.65
Utility Worker I	14.18	34%	57.08	76.08
Utility Worker I	14.18	34%	57.08	76.08
Utility Worker II	15.61	34%	57.08	77.99
Utility Worker II	15.88	34%	57.08	78.36
Wastewater Superintendent	26.13	34%	57.08	92.09
Water Superintendent	29.40	34%	57.08	96.47
Community Development Director	37.43	34%	12.26	62.43





**RESOLUTION NO. 1265-2015 CITY OF RIO DELL  
 APPROVING THE BILLABLE RATES FOR STAFF TIME  
 FOR FISCAL YEAR 2015-2016  
 AND RESCINDING RESOLUTION 1230-2014**

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

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

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

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

2015-2016 Billable Burdened Rates Resolution No. 1265-2015 Adopted June 16, 2015				
TITLE	HOURLY RATE	BENEFITS	INDIRECT EXPENSE PER LABOR HOUR	HOURLY RATE
City Clerk	28.18	34%	17.12	54.88
City Manager	50.39	34%	24.42	91.95
Accountant I	21.77	34%	12.30	41.47
Finance Director	33.41	34%	12.30	57.07
Fiscal Assistant II	16.36	34%	12.30	34.23
Senior Fiscal Assistant	18.76	34%	12.30	37.44
Chief of Police	43.69	34%	11.20	69.75
Police Sergeant	25.06	34%	11.20	44.78
Police Officer	21.33	34%	11.20	39.79
Police Officer	21.33	34%	11.20	39.79
Police Officer	21.97	34%	11.20	40.65
Utility Worker I	14.18	34%	47.80	66.80
Utility Worker I	14.18	34%	47.80	66.80
Utility Worker II	15.61	34%	47.80	68.71
Utility Worker II	15.88	34%	47.80	69.08
Wastewater Superintendent	26.13	34%	47.80	82.82
Water Superintendent	29.40	34%	47.80	87.19
Community Development Director	37.43	34%	12.26	62.43

**PASSED AND ADOPTED** by the City of Rio Dell on this 7<sup>th</sup> day of July, 2015.

Ayes:

Noes:

Abstain:

Absent:

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Frank Wilson, Mayor

ATTEST:

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Karen Dunham, City Clerk

**RESOLUTION NO. 1230-2014  
CITY OF RIO DELL  
APPROVING THE BILLABLE RATE FOR STAFF TIME  
FOR FISCAL YEAR 2014-2015  
AND RESCINDING RESOLUTION 1207-2013**

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

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

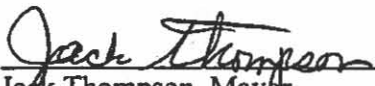
**WHEREAS**, the City from time to time must recover the cost of labor and operating expenses; and

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

TITLE	HOURLY RATE	BENEFITS	INDIRECT EXPENSE PER LABOR HOUR	HOURLY RATE
City Clerk	28.18	52%	16.67	59
City Manager	51.38	41%	22.81	95
Finance Director	32.44	42%	16.67	63
Fiscal Assistant II	16.36	33%	16.67	38
Senior Fiscal Assistant	18.76	35%	16.67	42
Chief of Police	40.57	49%	9.05	69
Police Sergeant	25.06	45%	9.05	45
Police Officer	20.71	41%	9.05	38
Police Officer	22.63	45%	9.05	42
Police Officer	23.31	47%	9.05	43
Utility Worker I	13.77	39%	42.19	61
Utility Worker I	14.18	43%	42.19	62
Utility Worker II	15.61	38%	42.19	64
Utility Worker II	15.15	43%	42.19	64
Wastewater Superintendent	26.13	52%	42.19	82
Water Superintendent	29.40	35%	42.19	82
Community Development Director	37.43	44%	9.24	63

**PASSED AND ADOPTED** by the City of Rio Dell on this 1<sup>st</sup> day of July, 2014.

Ayes: Thompson, Johnson, Marks, Wilson, Woodall  
Noes: None  
Abstain: None  
Absent: None

  
\_\_\_\_\_  
Jack Thompson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above to be a full, true and correct copy of Resolution No. 1230-2014 adopted by the City Council of the City of Rio Dell on July 1, 2014.


  
\_\_\_\_\_  
Karen Dunham, CMC



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675 Wildwood Avenue  
Rio Dell, CA 95562

TO: Mayor and Members of the City Council

FROM: Kyle Knopp, City Manager 

DATE: July 7, 2015

SUBJECT: Ratification of Rio Dell Employees' Association MOU and Extension of Employment Agreements with Rio Dell Police Officers Association and Contract Employees from July 1, 2015 through June 30, 2016.

#### **RECOMMENDATION**

Approve Memorandum of Understanding (MOU) with the Rio Dell Employees' Association for 2015-2016 and approve extension of employment agreements with Rio Dell Police Officers Association, City Clerk, Police Chief, Community Development Director, Water/Roadways Superintendent and the Wastewater Superintendent; July 1, 2015 through June 30, 2016 as amended including a minor amendment to the Finance Director Employment Agreement.

#### **BACKGROUND AND DISCUSSION**

The Memorandum of Understanding (MOU) with the Rio Dell Employees' Association, the Rio Dell Police Officers Association and 5 Management Employees all expired on June 30, 2015. Given the current budget shortfall, the Rio Dell Employees' Association has agreed to a 1 year contract with minor modifications. The Rio Dell Police Officers Association and contract employees have agreed to a 1-year extension of their current agreements with minor modifications.

The agreements with the Finance Director and City Manager do not need to be extended.

#### **Summary of significant changes:**

- All contracts under this agenda item would receive an extension through June 30, 2016 (not applicable to Finance Director contract).
- RDEA Contract amended to allow a holiday during the employee's birthday, in parity with the Peace Officer's MOU. This additional holiday is also applicable to all management contracts.

- RDEA Contract reimbursement for safety clothing increased from \$325.00 to \$500.00.
- City agrees to reassess and study RDEA “pager two” callout and discuss next year.
- All employees covered under this agenda would receive a one-time payment of \$600.00 during the first pay period in December. This is a good faith reciprocation for the February 1, 2015 voluntary employee concession on health benefit coverage.
- Wastewater Superintendent and Water & Roadways Superintendent would receive a 3% Cost of living adjustment effective July 1, 2015.
- Rio Dell Peace Officers Association will receive “Stay Fit” incentive associated standardize fitness assessment – maximum possible compensation is \$500.00 per officer, including the Chief pending the results of the assessments.
- “No Strike” provisions added to contractual language.

Attachments: Rio Dell Employees’ Association MOU, “Track Changes” version of Rio Dell Employee’s MOU, Contract extension with the Rio Dell Peace Officer’s Association, extension agreements with 5 contract employees, and contract modification with Finance Director

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Memorandum of Understanding  
Between



The City of Rio Dell

and

The Rio Dell Employee's Association

from

July 1, 2015 through June 30, 2016

1

**ARTICLE 1: PREAMBLE**

The City of Rio Dell hereinafter the "City," and representatives of the Rio Dell Employees' Association, hereinafter the "Association," having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the following Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

**ARTICLE 2: RECOGNITION**

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees' Association as the employee organization representing the bargaining unit consisting of other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

**ARTICLE 3: TERM**

This MOU shall be effective July 1, 2015 and will continue in effect through June 30, 2016. In the event this MOU is not replaced by a successor MOU on or before June 30, 2016, this MOU shall be extended so long as good faith negotiations continue.

**ARTICLE 4: NON-DISCRIMINATION**

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, and disability or union membership.

**ARTICLE 5: ASSOCIATION SECURITY**

When a person is hired in any of the classifications represented by the Association, the City shall notify that person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected to the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest to employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct of business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the City Manager. The Association will notify the City Manager in advance when any City facility is requested to be used for employee meetings.



Employees of the City of Rio Dell other than management or contract employees and Police Department employees are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell represented by the Rio Dell Employees' Association who is a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Rio Dell Employees' Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

**ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS**

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formal meeting with City representatives on matters within the scope of representation.

**ARTICLE 7: EMPLOYEE HEALTH & SAFETY**

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

**ARTICLE 8: SALARY SCHEDULE**

The salary schedule for employees represented by the Association shall be as follows:

Job Title	Salary Range				
	A	B	C	D	E
Accountant I	\$ 42,682	\$ 43,963	\$ 45,282	\$ 46,640	\$ 48,039
Accountant II	\$ 46,951	\$ 48,359	\$ 49,810	\$ 51,304	\$ 52,843
Administrative Assistant	\$ 29,036	\$ 29,907	\$ 30,804	\$ 31,728	\$ 32,680
Administrative Technician	\$ 35,246	\$ 36,304	\$ 37,393	\$ 38,515	\$ 39,670
Fiscal Assistant I	\$ 28,618	\$ 29,477	\$ 30,361	\$ 31,272	\$ 32,210
Fiscal Assistant II	\$ 32,084	\$ 33,046	\$ 34,037	\$ 35,059	\$ 36,110
Office Assistant	\$ 23,759	\$ 24,472	\$ 25,206	\$ 25,962	\$ 26,741
Public Works Leadman	\$ 33,170	\$ 34,165	\$ 35,190	\$ 36,246	\$ 37,333
Senior Fiscal Assistant	\$ 36,786	\$ 37,889	\$ 39,026	\$ 40,197	\$ 41,402
Utility Worker I	\$ 26,209	\$ 26,995	\$ 27,805	\$ 28,639	\$ 29,498
Utility Worker II	\$ 28,843	\$ 29,709	\$ 30,600	\$ 31,518	\$ 32,464
Water/Wastewater Plant Operator I	\$ 32,069	\$ 33,031	\$ 34,022	\$ 35,042	\$ 36,094
Water/Wastewater Plant Operator II	\$ 35,276	\$ 36,334	\$ 37,424	\$ 38,547	\$ 39,703

Following the ratification and approval of a new MOU the City will provide a one-time payment of \$600.00 to members of the Rio Dell Employees Association (City employees) on the first pay period in December of 2015. This payment shall be subject to all standard payroll deductions.

#### **ARTICLE 9: TRAINING**

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. Travel time will be treated as regular hours worked.

#### **ARTICLE 10: INSURANCE**

**MEDICAL, DENTAL AND VISION INSURANCE:** Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30<sup>th</sup>, 2016. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

**LIFE INSURANCE:** A \$25,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding, except the Accountant II who shall receive \$50,000 coverage.

#### **ARTICLE 11: DEFERRED COMPENSATION**

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

#### **ARTICLE 12: SICK LEAVE**

Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 -- 7 years       -       10%

8 – 12 years	-	15%
13 – 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

**ARTICLE 13: JURY DUTY**

An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee’s workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

**ARTICLE 14: VACATION LEAVE**

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which an employee may take vacation time shall be determined by the Department Head with due regard for the employee’s request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service:

<u>Tenure</u> <u>Greater than</u> <u>Or equal to:</u>	<u>Less than:</u>	<u>Vacation</u> <u>hours</u> <u>per year</u>	<u>Vacation</u> <u>hours per</u> <u>pay period</u>
Date of hire	6 full years	80	3.077
6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462
17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

## **SECTION 15. ACCRUED VACATION LEAVE**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

## **ARTICLE 16: HOLIDAYS**

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4<sup>th</sup>
6. Labor Day, first Monday in September
7. Veterans' Day, November 11<sup>th</sup>
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25<sup>th</sup>
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year
13. One holiday on the employee's birthday.

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

## **ARTICLE 17: OVERTIME**

Overtime shall mean the time that an employee is required to work in excess of forty hours per week in accordance with the California labor code. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than eight hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to

exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

#### **ARTICLE 18: PUBLIC WORKS SCHEDULING**

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

#### **ARTICLE 19: STAND-BY AND CALL-OUT**

An employee called-out for work during off duty hours shall be compensated with a minimum of two hours of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated \$100.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$50.00 for every seven (7) days of on-call duty, regardless of actual hours worked. Management will work to lower the use of a second on-call employee during the term of this contract. .

#### **ARTICLE 20: ACTING PAY**

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the City Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven consecutive work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

#### **ARTICLE 21: UNIFORM AND SAFETY EQUIPMENT**

Whenever a full-time Public Woks employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed \$500 per fiscal year upon presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

#### **ARTICLE 22: LAYOFF AND RE-EMPLOYMENT**

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibility

for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

### **SECTION 23: AUTOMOBILE**

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

### **ARTICLE 24: PERSONNEL RULES APPLICABLE**

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolution regarding the following subjects: Disciplinary Actions, Grievance Procedure, Impasse Procedure, Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

### **ARTICLE 25: MAINTENANCE OF BENEFITS**

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

### **ARTICLE 26: IMPLEMENTATION**

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, benefits, and terms and conditions of employment for the employees represented by the Association. During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

**ARTICLE 27: PRECEDENCE**

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deemed physically amended to conform to the specific provisions of this MOU.

**ARTICLE 28: CONSITUTIONALITY**

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

**ARTICLE 29: NO STRIKE CLAUSE**

During the term of this agreement the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

**RIO DELL EMPLOYEES'  
ASSOCIATION**

**CITY OF RIO DELL**

  
Cameron Yaris, President      7-1-15      Date

  
Kyle Knopp, City Manager      7/1/15      Date

  
Susie Townsend, Vice President      7-1-15      Date

# Attachment A



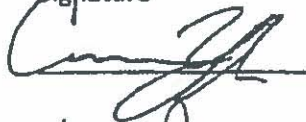

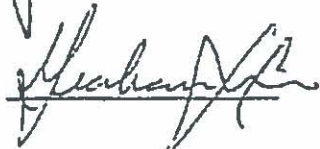
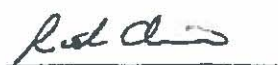
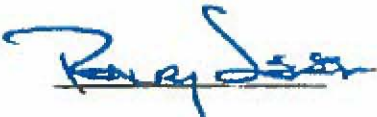




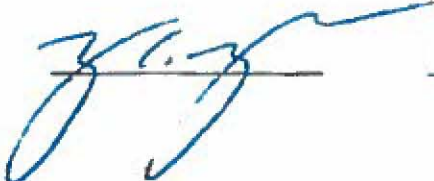
City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yapple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> 
Kyle Knopp		<u>1/20/15</u>

Memorandum of Understanding  
Between



The City of Rio Dell

and

The Rio Dell Employee's Association

from

July 1, 2015 through June 30, 2016

1

**ARTICLE 1: PREAMBLE**

The City of Rio Dell hereinafter the "City," and representatives of the Rio Dell Employees' Association, hereinafter the "Association," having met and conferred in good faith, have mutually agreed to recommend to the City Council of the City of Rio Dell and the general membership of the Association that the following Memorandum of Understanding (MOU) be adopted and that the terms and conditions set forth herein be implemented.

**ARTICLE 2: RECOGNITION**

The City Council of the City of Rio Dell hereby recognizes the Rio Dell Employees' Association as the employee organization representing the bargaining unit consisting of other than management, other than contract employees and other than Police Department employees of the City of Rio Dell.

**ARTICLE 3: TERM**

This MOU shall be effective July 1, 201~~2~~<sup>3</sup> and will continue in effect through June 30, 201~~4~~<sup>6</sup>. In the event this MOU is not replaced by a successor MOU on or before June 30, 201~~4~~<sup>6</sup>, this MOU shall be extended so long as good faith negotiations continue.

**ARTICLE 4: NON-DISCRIMINATION**

It is agreed that neither the City nor the Association shall discriminate against any employee because of race, national origin, age, sex, and disability or union membership.

**ARTICLE 5: ASSOCIATION SECURITY**

When a person is hired in any of the classifications represented by the Association, the City shall notify that person that the Rio Dell Employees Association is the recognized bargaining group for the employee by providing the employee with a copy of the current MOU. Upon receipt of an agreement and authorization for dues deduction signed by an individual employee, the City will withhold legitimate Association dues consistent with the terms of said authorization through payroll deduction and will remit funds so collected to the employee Association on a quarterly basis.

The City shall provide and the Association shall have access to available bulletin board space in employee work areas for the purposes of posting notices of official Association business and information of interest to employees.

Duly appointed and identified representatives of the Association are authorized access to City work locations for the purpose of conducting Association business within the scope of representation. Conduct of business shall occur during employee lunch and other non-duty time, unless otherwise authorized by the City Manager. The Association will notify the City Manager in advance when any City facility is requested to be used for employee meetings.

Employees of the City of Rio Dell other than management or contract employees and Police Department employees are required to either join the Rio Dell Employees' Association or pay the Rio Dell Employees' Association a service fee in an amount not to exceed the dues paid by members of the Association. However, any employee of the City of Rio Dell represented by the Rio Dell Employees' Association who is a member of a bona fide religious body or sect, which has historically held conscientious objection to joining or financially supporting public employment organizations, shall not be required to join or financially support the Rio Dell Employees' Association as a condition of employment. Such employees shall be required to pay a sum equal to Association dues to a non-religious, non-labor, charitable fund exempt from taxation under Section 501(c)(3) of the IRS Code as designated by the objecting employee.

**ARTICLE 6: TIME OFF FOR ASSOCIATION BUSINESS**

The Association shall notify the City Manager of the names of representatives selected to represent the Association prior to any formal meet and confer session or grievance process. A maximum of three employees shall be allowed reasonable time off, subject to approval of the employee's Department Head, which shall not be unreasonably withheld, without loss of compensation or other benefits when formal meeting with City representatives on matters within the scope of representation.

**ARTICLE 7: EMPLOYEE HEALTH & SAFETY**

In order to provide a safe and healthy work place each party hereto shall comply with all applicable State and Federal laws establishing minimum standards for occupational health and safety.

**ARTICLE 8: SALARY SCHEDULE**

The salary schedule for employees represented by the Association shall be as follows:

Effective July 1, 2012, to June 30, 2013 the salary schedule for employees represented by the Association shall be as follows:

Schedule A - 2%

Job Title	Salary Range				
	A	B	C	D	E
Accountant II	\$ 47,758	\$ 49,282	\$ 50,806	-	-
Administrative Assistant	\$ 27,650	\$ 28,502	\$ 29,355	\$ 30,477	\$ 31,420
Technician	\$ 33,564	\$ 34,708	\$ 35,852	\$ 36,997	\$ 38,141
Firefighter Assistant I	\$ 27,252	\$ 28,151	\$ 29,110	\$ 29,930	\$ 30,968
Firefighter Assistant II	\$ 30,552	\$ 31,594	\$ 32,635	\$ 33,677	\$ 34,718
Office Assistant	\$ 22,625	\$ 23,306	\$ 24,167	\$ 24,930	\$ 25,710
Public Works Leadman	\$ 31,587	\$ 32,663	\$ 33,740	\$ 34,817	\$ 35,894
Senior Firefighter Assistant	\$ 35,030	\$ 36,224	\$ 37,418	\$ 38,612	\$ 39,807
Utility Worker I	\$ 24,958	\$ 25,809	\$ 26,650	\$ 27,510	\$ 28,361

Utility Worker II	\$ 27,162	\$ 28,103	\$ 29,230	\$ 30,236	\$ 31,212
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If the City receives at least \$69,030-III (Currents Opinion for Public Safety Supplemental Law Enforcement Services Funding ((CPS-SESF) funding applicable for any full months during said year Employees salary shall be increased on the following schedule B and will be paid retroactively if funding is received after July 1, 2012, but applicable for prior full months.

Schedule B-1<sup>st</sup>

Job Title	A	B	C	D	E
Accountant II	\$ 18,691	\$ 20,218	\$ 21,902	\$ 23,075	\$ 24,026
Administrative Assistant	\$ 25,102	\$ 26,153	\$ 27,114	\$ 28,075	\$ 28,926
Administrative Technician	\$ 24,222	\$ 25,280	\$ 26,555	\$ 27,722	\$ 28,880
Field Assistant I	\$ 22,286	\$ 23,231	\$ 24,481	\$ 25,628	\$ 26,575
Field Assistant II	\$ 21,154	\$ 22,213	\$ 23,275	\$ 24,337	\$ 25,390
Office Assistant	\$ 23,068	\$ 24,555	\$ 26,411	\$ 28,128	\$ 29,214
Public Works Leadman	\$ 32,206	\$ 33,704	\$ 34,402	\$ 35,500	\$ 36,598
Senior Field Assistant	\$ 35,212	\$ 36,924	\$ 38,152	\$ 39,369	\$ 40,587
Utility Worker I	\$ 25,442	\$ 26,215	\$ 27,182	\$ 28,050	\$ 28,917
Utility Worker II	\$ 28,005	\$ 28,060	\$ 29,015	\$ 30,869	\$ 31,824

During the second year of this MOU Employer also agrees that Employees annual salary beginning July 1, 2012 through June 30, 2014, may be increased at Employer's discretion without objection upon a satisfactory performance review and approval by the City Manager by two (2) percent above that payable on June 30, 2012. If Schedule A was applicable, then reference Schedule C which represents a 2% increase. If Schedule B was applicable, then reference Schedule B which represents a 2% increase.

Job Title	A	B	C	D	E
Accountant II	\$ 18,713	\$ 20,268	\$ 21,822	\$ 23,087	\$ 24,018
Administrative Assistant	\$ 28,202	\$ 29,164	\$ 30,126	\$ 31,087	\$ 32,018
Administrative Technician	\$ 27,225	\$ 28,102	\$ 29,569	\$ 30,737	\$ 31,904
Field Assistant I	\$ 27,202	\$ 28,215	\$ 29,692	\$ 30,620	\$ 31,588
Field Assistant II	\$ 21,163	\$ 22,225	\$ 23,288	\$ 24,250	\$ 25,113
Office Assistant	\$ 23,077	\$ 24,861	\$ 26,651	\$ 28,117	\$ 29,274
Public Works Leadman	\$ 32,218	\$ 33,217	\$ 34,115	\$ 35,513	\$ 36,612
Senior Field Assistant	\$ 35,230	\$ 36,018	\$ 37,167	\$ 38,355	\$ 39,603

City Worker I	\$ 25,152	\$ 26,225	\$ 28,016	\$ 28,971	\$ 29,926	\$ 30,881	\$ 31,836
Utility Worker II							

Schedule B - 2% over a 1% increase for the preceding year

Job Title	A	B	C	D	E
Accountant II	\$ 49,668	\$ 51,253	\$ 52,838	\$ 54,423	\$ 56,008
Administrative Assistant	\$ 25,256	\$ 26,741	\$ 28,226	\$ 29,711	\$ 31,196
Technician	\$ 14,907	\$ 16,097	\$ 17,287	\$ 18,477	\$ 19,667
Field Assistant I	\$ 28,312	\$ 29,208	\$ 30,104	\$ 31,000	\$ 31,896
Field Assistant II	\$ 31,771	\$ 32,557	\$ 33,343	\$ 34,129	\$ 34,915
Office Assistant	\$ 23,530	\$ 24,317	\$ 25,104	\$ 25,890	\$ 26,677
Public Works Leadman	\$ 32,850	\$ 33,770	\$ 34,690	\$ 35,610	\$ 36,530
Senior Field Assistant	\$ 36,121	\$ 37,671	\$ 39,221	\$ 40,771	\$ 42,321
Utility Worker I	\$ 25,956	\$ 26,841	\$ 27,726	\$ 28,611	\$ 29,496
Utility Worker II	\$ 28,565	\$ 29,520	\$ 30,475	\$ 31,430	\$ 32,385

If the City receives at least \$40,000 in Citizens-Option for Public-Safety-Supplemental-Law Enforcement-Services-Funding (OPS-SLF) funding applicable for any full months during said second year of the MOL, Employee's salary shall be increased upon a satisfactory performance review and approval of the City Manager by an additional two (2) percent of salary payable on June 30, 2012 and will be paid retroactively if funding is received after July 1, 2012. For applicable for prior full months. If Schedule C was applicable, then reference Schedule E which represents a 2% increase. If Schedule D was applicable, then reference Schedule F which represents a 2% increase.

Job Title	A	B	C	D	E
Accountant II	\$ 49,668	\$ 51,253	\$ 52,838	\$ 54,423	\$ 56,008
Administrative Assistant	\$ 25,256	\$ 26,741	\$ 28,226	\$ 29,711	\$ 31,196
Administrative Technician	\$ 14,907	\$ 16,097	\$ 17,287	\$ 18,477	\$ 19,667
Field Assistant I	\$ 28,312	\$ 29,208	\$ 30,104	\$ 31,000	\$ 31,896
Field Assistant II	\$ 31,771	\$ 32,557	\$ 33,343	\$ 34,129	\$ 34,915
Office Assistant	\$ 23,530	\$ 24,317	\$ 25,104	\$ 25,890	\$ 26,677

Public Works Leadman	\$ 32,550	\$ 33,070	\$ 35,000	\$ 36,210	\$ 37,320
Senior Fiscal Assistant	\$ 36,321	\$ 37,673	\$ 38,915	\$ 40,157	\$ 41,399
Utility Worker-I	\$ 25,056	\$ 26,811	\$ 27,726	\$ 28,641	\$ 29,496
Utility Worker-II	\$ 28,565	\$ 29,520	\$ 30,513	\$ 31,487	\$ 32,460

Schedule F-2% over a 4% increase

Job Title	Salary Range				
	A	B	C	D	E
Accountant-II	\$ 50,612	\$ 52,258	\$ 53,874		
Administrative Assistant	\$ 29,310	\$ 30,310	\$ 31,310	\$ 32,316	\$ 33,216
Administrative Technician	\$ 35,501	\$ 36,804	\$ 38,016	\$ 39,231	\$ 40,444
Fiscal Assistant-I	\$ 28,808	\$ 29,553	\$ 30,565	\$ 31,553	\$ 32,528
Fiscal Assistant-II	\$ 32,207	\$ 33,502	\$ 34,606	\$ 35,710	\$ 36,815
Office Assistant	\$ 23,091	\$ 24,500	\$ 25,627	\$ 26,445	\$ 27,263
Public Works Leadman	\$ 33,494	\$ 34,636	\$ 35,778	\$ 36,920	\$ 38,062
Senior Fiscal Assistant	\$ 37,145	\$ 38,412	\$ 39,678	\$ 40,944	\$ 42,211
Utility Worker-I	\$ 26,465	\$ 27,367	\$ 28,269	\$ 29,172	\$ 30,074
Utility Worker-II	\$ 29,125	\$ 30,118	\$ 31,111	\$ 32,104	\$ 33,097

Job Title	Salary Range					Formatted: Font 9 pt
	A	B	C	D	E	
Accountant I	\$ 42,682	\$ 43,963	\$ 45,282	\$ 46,640	\$	Formatted: Font 9 pt
Accountant II	\$ 46,951	\$ 48,359	\$ 49,813	\$ 51,324	\$	Formatted: Font 9 pt
Administrative Assistant	\$ 29,035	\$ 29,907	\$ 30,824	\$ 31,728	\$	Formatted: Font 9 pt
Administrative Technician	\$ 35,245	\$ 36,234	\$ 37,323	\$ 38,515	\$	Formatted: Font 9 pt
Fiscal Assistant I	\$ 29,618	\$ 29,477	\$ 29,351	\$ 31,272	\$	Formatted: Font 9 pt
Fiscal Assistant II	\$ 32,074	\$ 33,045	\$ 34,037	\$ 35,059	\$	Formatted: Font 9 pt
Office Assistant	\$ 21,759	\$ 24,472	\$ 25,205	\$ 25,957	\$	Formatted: Font 9 pt
Public Works Leadman	\$ 33,170	\$ 34,155	\$ 35,190	\$ 36,246	\$	Formatted: Font 9 pt
Senior Fiscal Assistant	\$ 36,786	\$ 37,860	\$ 38,929	\$ 40,197	\$	Formatted: Font 9 pt
Utility Worker I	\$ 25,299	\$ 25,995	\$ 26,805	\$ 28,629	\$	Formatted: Font 9 pt
Utility Worker II	\$ 28,841	\$ 29,709	\$ 30,620	\$ 31,518	\$	Formatted: Font 9 pt
Water/Wastewater Plant Operator I	\$ 32,059	\$ 33,031	\$ 34,012	\$ 35,042	\$	Formatted: Font 9 pt
Water/Wastewater Plant Operator II	\$ 35,276	\$ 36,334	\$ 37,424	\$ 38,547	\$	Formatted: Font 9 pt

Following the ratification and approval of a new MOU the City will provide a one-time payment of \$60,000 to members of the Rio Dell Employees Association (City employees) on the first pay period in December 2015. This payment shall be subject to all standard payroll deductions.

### ARTICLE 9: TRAINING

The City Manager and Department Heads will work with Association representatives on training needs for represented employees. Travel time will be treated as regular hours worked.

**ARTICLE 10: INSURANCE**

**MEDICAL, DENTAL AND VISION INSURANCE:** Medical, dental, life and vision insurance benefits shall be provided by the City for all employees of this unit and their dependents. The contribution amount by the City will be 100% of the premium for the employee and 70% of the premium for their dependents until June 30<sup>th</sup>, 2014. Should the City choose alternative medical coverage during the effective period of this MOU, that alternative insurance shall be of equal or greater comprehensive coverage, than that which is currently in place. Employees may elect to substitute compensation for health, dental, and vision insurance coverage. The level of compensation shall be \$125.00 a pay period for health, vision and dental coverage. Proof of health insurance must be provided to employer.

*A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.*

**LIFE INSURANCE:** A \$25,000 life insurance policy shall be provided by the City for each regular employee of the unit during the term of employment with the City and the period of this Memorandum of Understanding, except the Accountant II who shall receive \$50,000 coverage.

**ARTICLE 11: DEFERRED COMPENSATION**

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

**ARTICLE 12: SICK LEAVE**

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Sick leave earnings at the rate of eight hours per month shall be granted. Rules pertaining to the use of sick leave are detailed in the Rio Dell Personnel Rules.

Upon the employee's separation from City service, he or she shall be paid for any accrued sick leave beginning after five years of full time employment based upon the following schedule:

5 - 7 years	-	10%
8 - 12 years	-	15%
13 - 20 years	-	20%
21 + years	-	25%

The amount paid out under this Article shall not exceed 240 hours.

**ARTICLE 13: JURY DUTY**



An employee who is required to report for jury duty shall receive full pay for such absence from work. Mileage expenses will be paid to the employee by the court directly and are therefore ineligible for reimbursement by the City. Upon being excused from jury duty, if four or more hours are left in the employee's workday the employee shall report back to work. The employee shall provide the employer documentation from the court detailing the time served for each day the employee is required to report for jury duty.

**ARTICLE 14: VACATION LEAVE**

All full-time employees shall be entitled to annual vacation leave with full pay. The times during which an employee may take vacation time shall be determined by the Department Head with due regard for the employee's request. No accrued vacation time may be used prior to completion of probation, unless authorized by the City Manager. Vacation leave shall be taken in minimum increments of four hours. All employees shall accrue vacation pursuant to the following schedule, based on continuous years of service.

<u>Tenure</u> <u>Greater than</u> <u>Or equal to:</u>	<u>Less than:</u>	<u>Vacation</u> <u>hours</u> <u>per year</u>	<u>Vacation</u> <u>hours per</u> <u>pay period</u>
Date of hire	6 full years	80	3.077
6 full years	11 full years	120	4.615
11 full years	16 full years	160	6.154
16 full years	17 full years	168	6.462
17 full years	18 full years	176	6.769
18 full years	19 full years	184	7.077
19 full years	20 full years	192	7.385
20+ full years		200	7.692

Employees who terminate employment shall be entitled to receive vacation leave pay in a lump sum for all accrued vacation leave earned prior to the effective date of termination not to exceed the one year accrual limit up to a maximum of 120 hours.

Holidays occurring during vacation leave shall not be counted as days of vacation. Vacation credit shall continue to accrue when an employee is on vacation or the first thirty days of sick leave. Employees shall not be recalled from vacation time unless the City has declared that a state of emergency exists.

**SECTION 15. ACCRUED VACATION LEAVE**

The amount of vacation time allowed to be accrued at the end of any pay period shall not exceed the annual amount of vacation time for the year of service up to a maximum of 120 hours. Upon reaching the applicable vacation accrual maximum, the employee will not accumulate additional vacation time until such time that the employee's accrued leave is below the applicable vacation accrual maximum.

#### **ARTICLE 16: HOLIDAYS**

The following days shall be recognized and observed as paid holidays during the fiscal year:

1. New Year's Day, January 1
2. Martin Luther King, Jr. Day, third Monday in January
3. Presidents' Day, third Monday in February
4. Memorial Day, last Monday in May
5. Independence Day, July 4<sup>th</sup>
6. Labor Day, first Monday in September
7. Veterans' Day, November 11<sup>th</sup>
8. Thanksgiving Day, fourth Thursday in November
9. Friday following Thanksgiving Day
10. Christmas Day, December 25<sup>th</sup>
11. Day before or after Christmas Day
12. One Floating Holiday per Fiscal Year
13. ~~One holiday on the employee's birthday.~~

The Association shall inform the City Manager at least thirty days prior to December 25 regarding the choice to take the day before or day after Christmas as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be a paid holiday. When a holiday falls on a Sunday, the Monday following shall be a paid holiday.

An Association employee required to work on a holiday provided for herein, shall receive holiday pay which shall be either:

1. Their regular pay plus compensatory time off at the rate of one hour of compensatory time for each hour worked.
2. Their regular rate of pay plus one hour of pay for each hour worked.

#### **ARTICLE 17: OVERTIME**

Overtime shall mean the time that an employee is required to work in excess of forty hours per week in accordance with the California labor code. The workweek shall begin at 12:01 am on Saturday each week. Employees required to work more than eight hours per day or forty hours in a workweek shall be eligible for overtime pay at one and one-half time their regular rate of pay or compensatory time off at the option of the employee. Compensatory time shall accrue at the rate of time and one-half to a maximum amount not to exceed sixteen (16) hours. In the event of an occurrence which required an extraordinary amount of overtime the City Manager can approve an increase in the maximum amount of compensatory time accrued and a reasonable extension of time in which to use it. An employee desiring to use earned compensation time off must first obtain department head approval, which will not be unreasonably withheld. Compensation time off-hours shall be paid to an employee upon separation from City service.

#### **ARTICLE 18: PUBLIC WORKS SCHEDULING**

Public Works employee work weeks shall be scheduled at least 14 days in advance with due consideration given to factors such as seniority and qualifications when scheduling Saturday, Sunday and holiday duty.

**ARTICLE 19: STAND-BY AND CALL-OUT**

An employee called-out for work during off duty hours shall be compensated with a minimum of two hours of overtime, regardless of actual hours worked. An employee required to be on call after hours shall be compensated \$100.00 for every seven (7) days of on call duty regardless of actual hours worked. A second on-call employee shall be compensated \$50.00 for every seven (7) days of on-call duty, regardless of actual hours worked. Management will work to lower the use of a second on-call employee during the term of this contract.

**ARTICLE 20: ACTING PAY**

An employee covered by this MOU shall only be required to perform the supervisory duties of his or her supervisor when the supervisor is absent from the position and upon specific written assignment by the City Manager. Employees so assigned shall be compensated at an additional rate of one-half the difference between his or her pay and that of the supervisor; provided, however, that the employee shall only receive such additional compensation when the assignment is for eleven consecutive work days or more. The City shall not rotate employee shifts for the purpose of avoiding payment of such compensation.

**ARTICLE 21: UNIFORM AND SAFETY EQUIPMENT**

Whenever a full-time Public Woks employee is required to have, or while on duty, wear protective clothing as defined by IRS Publication 529, he or she shall be reimbursed for the purchase of said protective gear in an amount not to exceed ~~\$500.00~~ per fiscal year upon presentation of applicable expense receipts. Protective clothing as defined by the IRS includes: safety boots, safety glasses, hard hats, work gloves, etc.

**ARTICLE 22: LAYOFF AND RE-EMPLOYMENT**

Whenever it becomes necessary for employees to be laid off because of lack of work or lack of funds, all probationary employees of the department shall be laid-off before any regular full-time employees. If additional reductions are necessary, regular full-time employees shall be laid off in reverse order of their seniority within a department in the same job classification. Employees laid off shall be given written notice of such layoff at least thirty days prior to the effective date of the layoff. The names of employees laid off shall be placed on a re-employment list for the position. Persons on such lists shall retain eligibility for appointment there from in order of accumulated seniority for a period of two years from the date their names were placed on the list. Persons notified for rehire must respond in writing to such notice within seven calendar days of receiving such notification. Notice shall be deemed to have been received when sent to the last known address on file with the City and attempted delivery or delivery is certified by the Postal Service.

**SECTION 23: AUTOMOBILE**

For those employees who are required to have a valid driver's license and operate City vehicles failure to maintain a valid driver's license or failure to maintain an insurable driving standard as defined by City's insurance coverage shall be cause for termination. Subject employees shall provide employer with a Department of Motor Vehicle H-6 report annually to verify minimum driving standards.

If employee's duties require that they have the use of employee's automobile to perform Employer's business. Employee's use of their private vehicle for City business shall be reimbursed to Employee at the current standard mileage rate as published by the IRS. Subject to all of the provisions of City's separate Travel and Reimbursement Resolution, Employee shall be responsible for paying for all gas, maintenance, and repair of said automobile. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance on said automobile. Proof of said insurance in force during the period of employment must be provided to employer. Failure to maintain a valid driver's license shall be cause for termination.

**ARTICLE 24: PERSONNEL RULES APPLICABLE**

Rather than duplicate personnel rules applicable to all employees, this article incorporates by reference the Rio Dell Personnel Rules Resolution and Rio Dell Employer-Employee Organization Relations Resolution regarding the following subjects: Disciplinary Actions, Grievance Procedure, Impasse Procedure, Counseling and Unfavorable Reports, Employee Performance Evaluation, Personnel Files, Family Sick Leave and Bereavement Leave, Leave of Absence, Maternity Leave and Worker's Compensation Leave.

**ARTICLE 25: MAINTENANCE OF BENEFITS**

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

**ARTICLE 26: IMPLEMENTATION**

This MOU constitutes a mutual recommendation by the parties, to the City Council, that one or more resolutions be adopted accepting this Memorandum and effecting the changes enumerated herein relative to wages, benefits, and terms and conditions of employment for the employees represented by the Association. During the term of this MOU, the City and the Association shall not be obligated to, but may by mutual consent, meet and confer on any matter within the scope of representation pursuant to provisions of the Myers-Millias-Brown Act.

**ARTICLE 27: PRECEDENCE**

Any and all prior or existing MOUs are hereby superseded. In the event of an express written conflict between a specific written provision of this MOU and a written rule, regulation or resolution of the City of

Rio Dell, the terms of this MOU shall prevail and said written rule, regulation or resolution shall be deemed physically amended to conform to the specific provisions of this MOU.

**ARTICLE 28: CONSITUTIONALITY**

If any article, subsection, subdivision, sentence, clause or phrase of this MOU is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portion of this MOU.

This Memorandum of Understanding represents the full and complete understanding between the parties related to the subject matter set forth herein and all negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed.

**ARTICLE 29: NO STRIKE CLAUSE**

During the term of this agreement the Association, despite any sanctions or instructions by the Association, agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the City, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.

**RIO DELL EMPLOYEES' ASSOCIATION**

**CITY OF RIO DELL**

Garla-Ralston Cameron Yanle, President  
Date

Date Jim Stretch Kyle Knopp, City Manager

Justin Barrington Susie Townsend, Vice President Date

Approved as to form:

Russ Gans, City Attorney Date

**MEMORANDUM OF UNDERSTANDING CONTRACT EXTENSION BETWEEN THE CITY OF RIO DELL AND  
THE RIO DELL PEACE OFFICER'S ASSOCIATION**

July 1, 2015 through June 30, 2016

The City of Rio Dell and the Rio Dell Peace Officer's Association hereby agree as follows:

1. The Memorandum of Understanding between the City of Rio Dell and the Rio Dell Peace Officer's Association, which was entered into on July 26, 2012 and further extended on June 13, 2014, shall be extended through June 30, 2016 and the salary ranges listed in the existing MOU shall remain in effect.
2. City shall pay Rio Dell Peace Officer's Association members (City employees) a one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
3. The City agrees to provide a "Stay Fit" program with a maximum individual payment of \$500.00 within the fiscal year 2015-2016. The payments shall be awarded based upon a consistent method agreed upon by the Chief of Police and City Manager. Payments associated with the "Stay Fit" program shall be subject to all standard payroll deductions.
4. The City agrees during the term of this contract extension to study methods to resolve issues of lost vacation accruals due to the accrual cap.

Rio Dell Peace Officer's Association

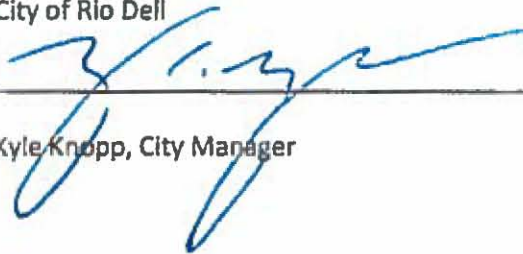


John Beauchaine, President RDPOA

7/2/15

Date

City of Rio Dell



Kyle Knopp, City Manager

7/2/15

Date

# Exhibit A

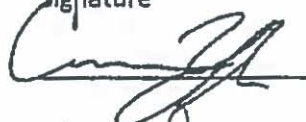

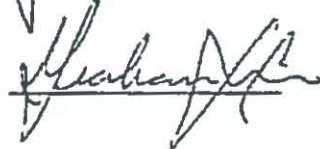
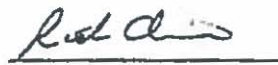





City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> <sup>Ⓟ</sup>
Kyle Knopp		<u>1/20/15</u>



**THIRD AMENDMENT TO CITY OF RIO DELL COMMUNITY DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT**

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

**RECITALS**

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Community Development Director Employment Agreement (hereinafter the "Community Development Director Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Community Development Director Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Community Development Director Employment Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Community Development Director Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Community Development Director Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify the Community Development Director Employment Agreement as follows:

**AGREEMENT**

- 1. The Community Development Director Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employee shall receive one paid holiday on the employee's birthday.
- 4. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.

5. During the term of this agreement the Employee agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Employee will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the Employer, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.
6. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE



Kevin Caldwell, Community Development Director

7/1/2015

Date

EMPLOYER



Kyle Knopp, City Manager

7/1/2015

Date

# Attachment A


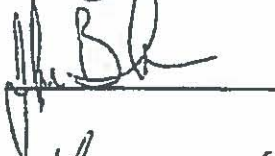






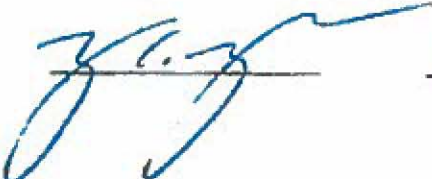
City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ©
Kyle Knopp		<u>1/20/15</u>

### **THIRD AMENDMENT TO CITY OF RIO DELL CHIEF OF POLICE EMPLOYMENT AGREEMENT**

This is the Third Amendment to City of Rio Dell Chief of Police Employment Agreement (hereinafter this "Third Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and GRAHAM G. HILL hereinafter referred to as "Employee" or "Chief of Police", both of whom understand as follows:

#### **RECITALS**

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Chief of Police Employment Agreement (hereinafter the "Chief of Police Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Chief of Police Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Chief of Police Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Chief of Police Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Chief of Police Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Chief of Police Employment Agreement as follows:

#### **AGREEMENT**

- 1. The Chief of Police Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.
- 4. Employee shall be eligible to participate in "Stay Fit" program as described in POA MOU.
- 5. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE

  
\_\_\_\_\_  
Graham G. Hill, Chief of Police

07/02/15  
Date

EMPLOYER

  
\_\_\_\_\_  
Kyle Knopp, City Manager

7/2/15  
Date

# Exhibit A



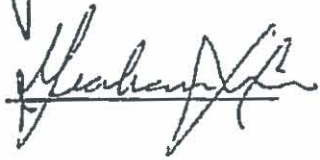
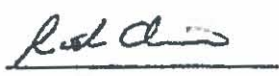

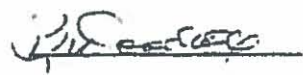



City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> <sup>CP</sup>
Kyle Knopp		<u>1/20/15</u>



### THIRD AMENDMENT TO CITY OF RIO DELL CITY CLERK EMPLOYMENT AGREEMENT

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

#### RECITALS

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell City Clerk Employment Agreement (hereinafter the "City Clerk Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell City Clerk Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell City Clerk Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the City Clerk Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the City Clerk Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify City Clerk Employment Agreement as follows:

#### AGREEMENT

- 1. The City Clerk Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.
- 4. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE

  
Karen Dunham, City Clerk

7.2.15  
Date

EMPLOYER

  
Kyle Knopp, City Manager

7/2/15  
Date

# Exhibit A

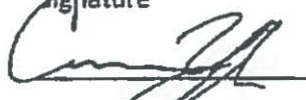

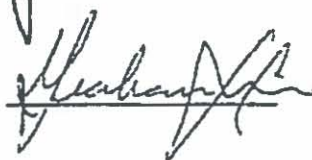
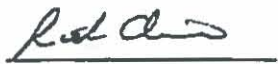


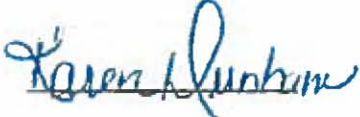


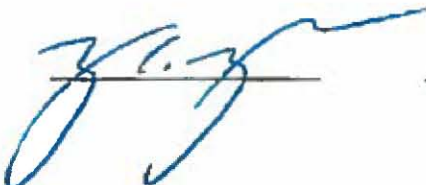
City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> 
Kyle Knopp		<u>1/20/15</u>

**FIRST AMENDMENT TO CITY OF RIO DELL FINANCE DIRECTOR EMPLOYMENT AGREEMENT**

This is the First Amendment to City of Rio Dell Finance Director Employment Agreement (hereinafter this "First Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and BROOKE WOODCOX hereinafter referred to as "Employee" or "Finance Director", both of whom understand as follows:

**RECITALS**

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Finance Director Employment Agreement (hereinafter the "Finance Director Employment Agreement"), with both Employer's and Employee's execution date on April 10, 2014; and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Finance Director Employment Agreement as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Finance Director Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Finance Director Employment Agreement as follows:

**AGREEMENT**

- 1. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 2. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.
- 3. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE

  
\_\_\_\_\_  
Brooke Woodcox, Finance Director

7/2/15  
\_\_\_\_\_  
Date

EMPLOYER

  
\_\_\_\_\_  
Kyle Knopp, City Manager

7/2/15  
\_\_\_\_\_  
Date

# Exhibit A



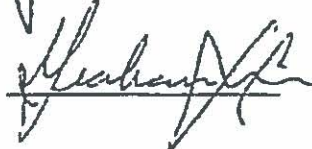






City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> (P)
Kyle Knopp		<u>1/20/15</u>

**THIRD AMENDMENT TO CITY OF RIO DELL WATER AND ROADWAYS SUPERINTENDENT EMPLOYMENT AGREEMENT**

This is the Third Amendment to City of Rio Dell Water and Roadways Superintendent Employment Agreement (hereinafter this "Third Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and RANDY JENSEN hereinafter referred to as "Employee" or "Water and Roadways Superintendent", both of whom understand as follows:

**RECITALS**

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Water and Roadways Superintendent Employment Agreement (hereinafter the "Water and Roadways Superintendent Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Water and Roadways Superintendent Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Water and Roadways Superintendent Employment Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Water and Roadways Superintendent Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Water and Roadways Superintendent Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Water and Roadways Superintendent Employment Agreement as follows:

**AGREEMENT**

- 1. The Water and Roadways Superintendent Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.



4. During the term of this agreement the Employee agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Employee will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement, recognizing, with the Employer, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.
5. Employee shall receive a 3% COLA adjustment to salary schedule, effective July 1, 2015.
6. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE

  
Randy Jensen, Water and Roadways Superintendent

7/2/2015

Date

EMPLOYER

  
Kyle Knopp, City Manager

7/2/15

Date

# Exhibit A

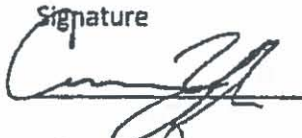
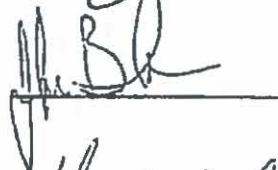

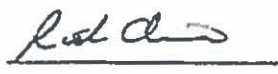

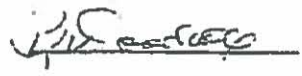



City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yaple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
Rick Chicora		<u>01-16-15</u>
Randy Jensen		<u>1/16/15</u>
Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> ©
Kyle Knopp		<u>1/20/15</u>

**THIRD AMENDMENT TO CITY OF RIO DELL WASTEWATER SUPERINTENDENT EMPLOYMENT  
AGREEMENT**

This is the Third Amendment to City of Rio Dell Wastewater Superintendent Employment Agreement (hereinafter this "Third Amendment") is made and entered by and between the CITY OF RIO DELL, a municipal corporation of the State of California, hereinafter referred to as "Employer" and JOHN "RICK" CHICORA JR. hereinafter referred to as "Employee" or "Wastewater Superintendent", both of whom understand as follows:

**RECITALS**

- A. WHEREAS, Employer and Employee have both executed that certain written agreement entitled City of Rio Dell Wastewater Superintendent Employment Agreement (hereinafter the "Wastewater Superintendent Agreement"), with both Employer's and Employee's execution date on July 27, 2012 and that First Amendment to City of Rio Dell Wastewater Superintendent Employment Agreement with an execution date of August 16, 2012 (hereinafter the "First Amendment") and that Second Amendment to the City of Rio Dell Wastewater Superintendent Agreement with an execution date of June 12, 2014 (hereinafter the "Second Amendment"); and
- B. WHEREAS, Employer and Employee mutually intend to amend and modify the Wastewater Superintendent Employment Agreement (as modified by the First Amendment and as modified by the Second Amendment) as stated in this Third Amendment; and
- C. WHEREAS, the City Council for the City of Rio Dell approved the modifications to the Wastewater Superintendent Employment Agreement recited in this Third Amendment at its duly noticed public meeting occurring on July 7, 2015.

NOW, THEREFORE, in consideration of the mutual covenants recited herein, Employer and Employee agree to amend and modify Wastewater Superintendent Employment Agreement as follows:

**AGREEMENT**

- 1. The Wastewater Superintendent Employment Agreement and all prior amendments are extended to June 30, 2016.
- 2. City shall pay employee one-time payment of \$600.00 on the first full pay period of December 2016. This payment shall be subject to all standard payroll deductions.
- 3. Employer will work with Employee to amend the deferred compensation plan to allow for greater flexibility in accessing accounts for loans within the scope of federal law and no increased risk or financial impact to the employer.


4. During the term of this agreement the Employee agrees that they will not engage in, encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. The Employee will take whatever lawful steps are necessary to prevent any interruption of work. In violation of this agreement, recognizing, with the Employer, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.
5. Employee shall receive a 3% COLA adjustment to salary schedule, effective July 1, 2015.
6. A side letter of agreement from January 13, 2015 (attached as Exhibit A) lowered employee health benefit levels to the Blue Shield "Platinum PPO" effective on February 1, 2015.

EMPLOYEE

  
\_\_\_\_\_  
John "Rick" Chicora Jr., Wastewater Superintendent

7-2-15  
\_\_\_\_\_  
Date

EMPLOYER

  
\_\_\_\_\_  
Kyle Knopp, City Manager

7/2/15  
\_\_\_\_\_  
Date

# Exhibit A


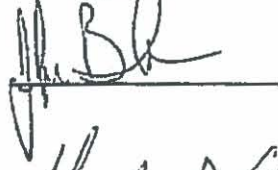
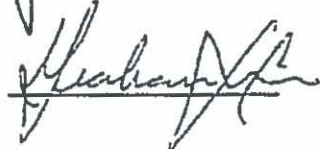
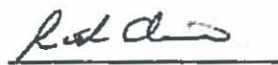
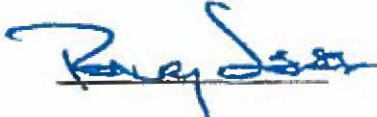




City of Rio Dell

January 13, 2015

Side Letter of Agreement – All Bargaining Units, all Contract Employees.

All parties agree to lower employee health benefit level to the Blue Shield "Platinum PPO" effective February 1, 2015. This reduction in benefits shall not be reversed during the term of the current contract.

Signed,

	Signature	Date
Cameron Yapple – Rio Dell Employee's Association		<u>1-16-15</u>
John Beauchaine – Rio Dell Police Officer's Association		<u>1-16-15</u>
Graham Hill		<u>01/15/15</u>
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Brooke Woodcox		<u>1/13/15</u>
Karen Dunham		<u>1-14-15</u>
Kevin Caldwell		<u>1/14/15</u> <sup>CP</sup>
Kyle Knopp		<u>1/20/15</u>

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



July 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Discussion and Possible Action on a Presentation from City Manager on the Metropolitan Well Site Redevelopment Project Approving the Preliminary Plan.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

Receive the presentation and approve the preliminary plans and authorize staff to begin final design.

BACKGROUND AND DISCUSSION

The City Manager will go over the preliminary design for the Metropolitan Wells Redevelopment project. The project has undergone staff review and some minor modifications to the project have been added. The City Manager will also update the Council on the implementation timeline.

///



## Metropolitan Wells Project

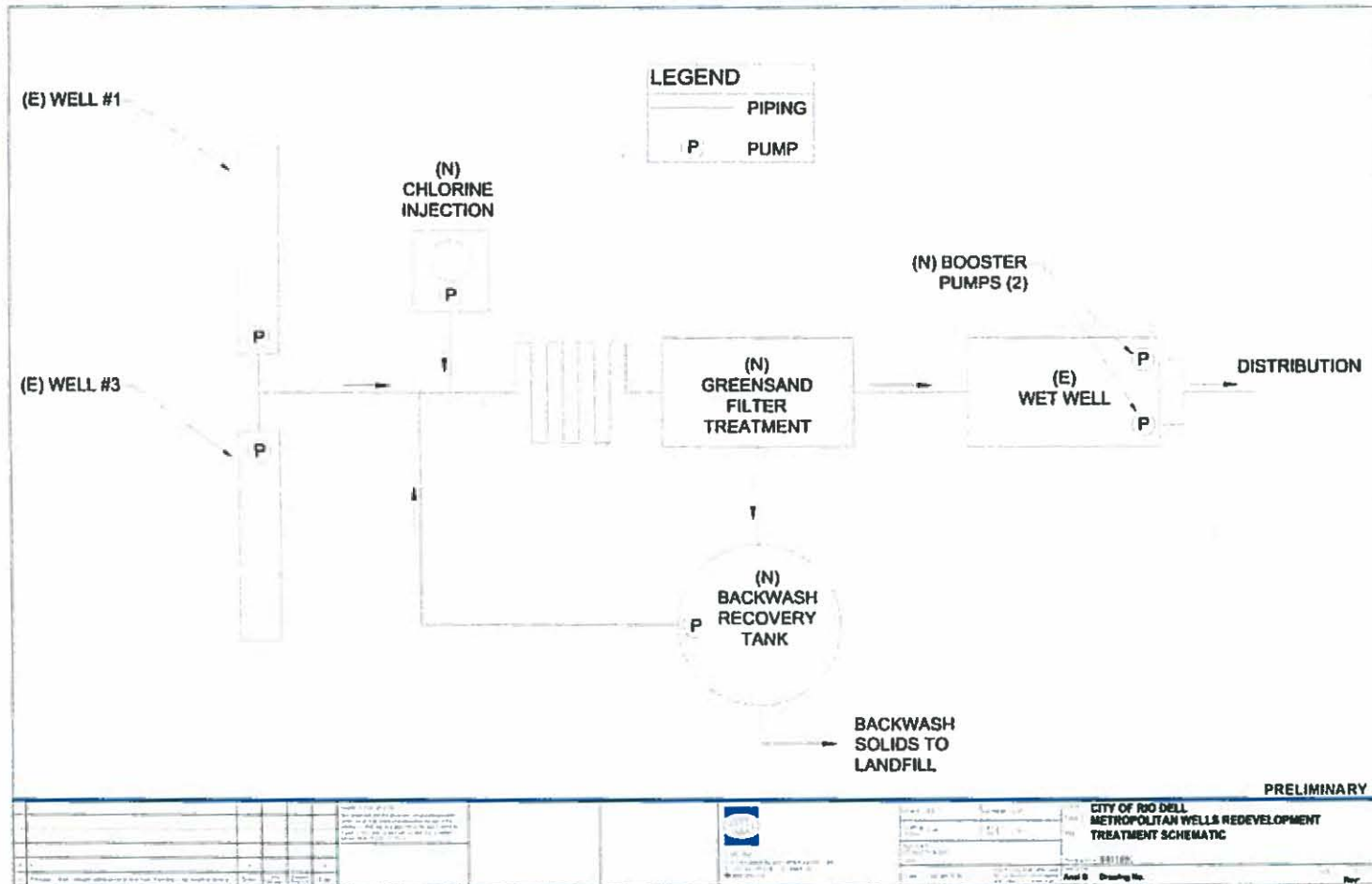
### Proposition 84 Drought Grant

- June 30<sup>th</sup> Humboldt County Received Final Grant Agreement from DWR which should be executed by July 10<sup>th</sup>.
- July City should receive required grant documents and sub grantee agreements for signature and orientation meetings.



# Metropolitan Wells Project

## Preliminary Design



## Metropolitan Wells Project

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### Preliminary Design:

#### Treatment unit selection

##### Greensand Filter

- Non-proprietary
- Proven Technology
- Relatively inexpensive
- Locally successful



# 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

June 30, 2015

TASK TO COMPLETE		July	August	Sept	Oct	Nov	Dec	Jan	Feb	
		Jul 6-10 Jul 13-17 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 Management								
	Construction	Construction bidding								
	Construction	Contracting with Successful Bidder								
		Construction								



## Metropolitan Wells Project

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### Next:

- July 21<sup>st</sup> Council Meeting
  - Final Design, bid period services and construction management contract
- Begin Final Design and prepare Bid Documents



*Rio Dell City Hall  
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(707) 764-3532  
riodellcity.com*



July 7, 2015

TO: Rio Dell City Council

FROM: Kyle Knopp, City Manager 

SUBJECT: Authorize the Mayor to Sign Letter Supporting the Concept of a Feasibility Study for a Water Pipeline Extending from the Humboldt Community Services District (HCSD) to Rio Dell.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Direct staff to discontinue work on this project.
2. Authorize the City Manager to commit \$2,000 or 10% of the feasibility study costs. Further directing staff to authorize commitment only if other entities sign on to feasibility study and commit matching funds.
3. Other Council direction.

BACKGROUND AND DISCUSSION

On August 5, 2014 the City Council received a presentation by the Humboldt Bay Municipal Water District (HBMWD) on a "reconnaissance level" pipeline route study for potential pipeline routes out of Humboldt County to the east and various proposals to the South. HBMWD representatives stated their interest in keeping the water as a Northcoast benefit with a possible southerly terminus at Lake Mendocino. All proposed routes were a considerable distance (and expense) from Rio Dell, with the community of Bridgeville being the closest alignment. Routes along US 101 or the North Coast Railroad Authority's right-of-way's near Rio Dell were not part of the final series of options. Ultimately, HBMWD representatives felt that a pipeline from Bridgeville west to Rio Dell would be more expensive than a pipeline from HCSD's lines located at College of the Redwoods.

It became clear that a pipeline from HCSD to Rio Dell would need to be studied separately from the "reconnaissance level" out-of-county pipeline study, and also involve a larger partnership involving other cities or districts. On December 16, 2014 the Council authorized a letter of support for the pipeline study. A copy of the letter is attached for reference.

Staff has been discussing the pipeline study with neighboring entities and the HBMWD. A feasibility study on the pipeline would cost approximately \$20,000. Currently, there has been little interest in financing the study without local entities supplying matching dollars to further encourage interest and leverage grant dollars. ///



---

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

December 16, 2014

Aldaron Laird  
President  
Humboldt Bay Municipal Water District  
P.O. Box 95  
Eureka, CA 95502

RE: Support for feasibility study on water pipeline extension south from College of the Redwoods.

Dear President Laird,

The Rio Dell City Council supports the idea of water source diversification on a local scale as a method to combat long-term drought, adjust to potential negative effects of climate change, and as a method to ensure long-term economic viability of the city and region. The 2014 drought year has exposed multiple impacts that can result from severe drought conditions along the Eel River. These impacts can have far reaching consequences unless we act on multiple fronts, including source diversification.

Specifically, the City Council supports the development of a feasibility study to extend water delivery infrastructure south from the Humboldt Community Services District (HCSD) lines at College of the Redwoods to Rio Dell and possibly beyond. Such a route would likely utilize North Coast Railroad Authority (NCRA) right-of-way. Based upon the robust supply of water controlled by the Humboldt Bay Municipal Water District (HBMWD), we believe such a pipeline would solve many of the region's water supply issues, in addition to providing new economic opportunities. Thus, such a project should be explored even if it is ultimately not realized.

The drought has exposed the delicate nature of the Eel River, with its water being split between urbanized counties to the south and rural areas to the north. 2014 saw the elimination of surface water from sections of the river downstream of Rio Dell and record

low flows upstream. This issue affects the entire region and therefore we encourage other jurisdictions to endorse a feasibility study on the pipeline's extension south. The result of the feasibility study will help educate the region on potential costs of such a pipeline and the many positive and negative aspects of such a development.

Sincerely,

A handwritten signature in cursive script that reads "Jack Thompson".

Jack Thompson, Mayor  
City of Rio Dell


CC: Douglas Strehl, Mayor, City of Fortuna  
Dave Saunderson, President, Humboldt Community Services District  
David Goodrich, President, Loleta Community Services District  
Stuart Titus, Mayor, City of Ferndale





TO: Mayor and Members of the City Council

FROM: Karen Dunham, City Clerk

THROUGH: Kyle Knopp, City Manager 

DATE: July 7, 2015

SUBJECT: Ordinance No. 336-2015 Adopting City Council Protocols and Rules of Order

#### **RECOMMENDATION**

Receive staff report, open public hearing and receive public input, deliberate and make a motion to conduct second reading (by title only) and approve Ordinance No. 336-2015 Adopting 2015 City Council Protocols and Rules of Order, Amending Title 2, Chapter 2.05 and 2.10 of the Rio Dell Municipal Code.

#### **BACKGROUND AND DISCUSSION**

The ordinance was introduced at the June 16, 2015 regular meeting and is back before the Council for its second reading and final adoption. The effective date of the Ordinance will be 30 days after adoption which will be on August 7, 2015.

#### **ATTACHMENTS:**

Ordinance No. 336-2015  
2015 City Council Protocols

**ORDINANCE NO. 336-2015**



AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIO DELL  
AMENDING TITLE 2, CHAPTERS 2.05 AND 2.10 OF THE RIO DELL MUNICIPAL CODE  
ADOPTING CITY COUNCIL PROTOCOLS AND RULES OF ORDER FOR THE CONDUCT  
OF CITY COUNCIL MEETINGS

THE CITY COUNCIL OF THE CITY OF RIO DELL ORDAINS AS FOLLOWS:

**WHEREAS,** the California Government Code Section 36813 provides the authority for the City Council to establish rules for the conduct of its proceedings; and

**WHEREAS,** the City Council on August 16, 2011 adopted City Council Protocols to provide guidelines for the City Council to conduct its business in an orderly, consistent and fair manner; and

**WHEREAS,** the review and update of protocols by the City Council is necessary from time to time in order to remain current with federal, state, and local law; and

**WHEREAS,** certain provisions of the current protocols are outdated and do not reflect the current practices of the City Council; and

**WHEREAS,** in an effort to better clarify powers, responsibilities and rules of decorum for the City Council, staff and the public, the City Council desires to establish a new set of Protocols and Rules of Order as a single document for incorporation into the Rio Dell Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Rio Dell that the following City Council Protocols are adopted.

**BE IT FURTHER ORDAINED** that these rules shall also, when applicable by law, be followed by all City boards and commissions; and

**BE IT FURTHER ORDAINED** that these protocols shall repeal, rescind and replace all other rules and procedures of the City Council which may have been formally adopted by resolution or informally adopted by past practice or implied policies.

**Effective Date**

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

**I HEREBY CERTIFY** that the forgoing Ordinance was duly introduced at a regular meeting of the City Council of the City of Rio Dell on June 16, 2015 and furthermore the forgoing Ordinance was passed, approved and adopted at a regular meeting of the City Council of the City of Rio Dell, held on July 7, 2015 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Jack Thompson, Mayor

ATTEST:

I, Karen Dunham, City Clerk for the City of Rio Dell, State of California, hereby certify the above and foregoing to be a full, true and correct copy of Ordinance No. 336-2015 adopted by the City Council of the City of Rio Dell on July 7, 2015.

---

Karen Dunham, City Clerk, City of Rio Dell

# ***CITY OF RIO DELL***



## ***CITY COUNCIL PROTOCOLS***

### ***2015***

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***Prepared by:***

***Office of the City Clerk***

***Adopted: July 7, 2015***

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### **1. PURPOSE**

The purpose of establishing and updating the City Council Protocols is to provide guidelines for the City Council to conduct its business in an orderly, consistent, and fair manner.

The protocols set forth herein are not intended to limit the inherent power and general legal authority of the City Council. Any of the protocols herein may be



waived by a majority vote of the City Council when it is deemed that there is good cause to do so based upon the particular facts and circumstances.

### 1.1 Mission Statement of the City Council

“In the conduct of the public’s business, the Rio Dell City Council strives to operate with integrity, responsibility and respect for all. The meetings of the Rio Dell City Council will be operated openly and for the purpose of protecting the rights of the minority while carrying out the will of the majority.”

## **2. STATUTORY REQUIREMENTS/REGULATIONS**

Certain state laws and other established regulations exist, which govern various responsibilities of the City Council. These protocols are not intended to duplicate, fully articulate all requirements, or repeal any existing statutes or regulations. City Councilmembers are responsible for becoming familiar with these statutes and regulations.

### 2.1 The Brown Act

The Ralph M. Brown Act provides that all meetings of a legislative body, whether meetings of the City Council or its appointed commissions and committees, shall be open and public and all persons shall be permitted to attend. Notices of such meetings must be made 72 hours prior to the meeting (or 24 hours in the case of a special meeting). A “meeting” takes place whenever a quorum is present and subject matter related to the City business is heard, discussed, or deliberated upon.

### 2.2 Political Reform Act

The Political Reform Act states that public officials shall perform their duties in an impartial manner, free from bias caused by their own financial interests or the financial interests of persons who have supported them. The Political Reform Act establishes regulations regarding conflicts of interests and campaign receipts and expenditures.

### 2.3 Rio Dell Municipal Code (RDMC)

The Rio Dell Municipal Code (RDMC) consists of those codified ordinances of general municipal regulations and laws of the City of Rio Dell. The City Clerk shall be responsible for timely codification of all adopted ordinances as updates to the Rio Dell Municipal Code (RDMC).

#### 2.4 RDMC Chapter 2.05 Relating to Council Meetings

RDMC Chapter 2.05, "City Council Meetings," sets forth the time and place of regular meetings, and further establishes such things as the rules for the cancellation of meetings, change of location, special and emergency meetings, and continuation of meetings.

#### 2.5 Code of Ethics

RDMC Chapter 1.10 "Code of Ethics," sets forth the code of ethics and values for Councilmembers. The proper operation of democratic government requires that decision makers be independent, impartial, and accountable to the people they serve. The City of Rio Dell has adopted this code of ethics to promote and maintain the highest standards of personal and professional conduct in the City's government.

### 3. **COUNCIL ORGANIZATION**

#### 3.1 Newly-Elected Councilmembers

Newly-elected Councilmembers are generally sworn into office at the first regular meeting following receipt of the Certification of Votes from the County Elections Department following the November General Election. Immediately upon election (even before being sworn into office), newly-elected Councilmembers are subject to the provisions of the Brown Act.

#### 3.2 Selection of Mayor and Mayor Pro Tem

Resolution No. 1127-2011 establishes the procedures for seating new members of the City Council. Section 36801 of the California Government Code also establishes the procedures for choosing the Mayor and Mayor

Pro Tem. The Mayor and Mayor Pro Tem will be elected by a majority vote of the City Council. In years when members of the City Council are to be elected, the City Council shall consider the election of a Mayor and Mayor Pro Tem for two (2) year terms at the first regular or special meeting after certification of the general election results has been received.

### 3.3 Duties of Mayor and Mayor Pro Tem

The Mayor shall preside over all City Council meetings. If he/she is absent or unable to act, the Mayor Pro Tem shall serve until the Mayor returns or is able to act. (Calif. Gov't Code Section 36802)

In the absence of the Mayor and Mayor Pro Tem, the City Clerk shall call the Council to order, whereupon a temporary Chairperson shall be chosen by members of the Council to preside over the meeting.

### 3.4 Seating Order

Following the City Council election, the City Clerk shall designate the seating order for the Council dais. The Mayor Pro Tem is generally seated to the right of the Mayor.

### 3.5 Representation at Ceremonial Functions

The Mayor shall represent the Council at ceremonial functions. The Mayor may, at his/her own discretion, ask another Councilmember to represent the Council at the function.

Councilmembers shall be reimbursed for meal expenses and mileage to attend ceremonial functions, for which the Councilmember was invited to represent the City, pursuant to the City of Rio Dell Travel and Reimbursement Policy (Resolution No. 809-2002).

## 4. **COUNCIL ADMINISTRATION**

### 4.1 Travel and Expense Reimbursement

Authorization to incur expenses for travel, conferences and training shall be made only for purposes approved in the budget by the City Council pursuant to Resolution 809-2002

#### 4.2 Mail/Council Correspondence

##### **Mail**

All general mail is date stamped and routed to the address unopened. All letters addressed to the Mayor and/or City Council requiring a response from staff are copied to the City Manager. A copy of the responses mailed, along with the original letters will be provided to each Councilmember. Letters addressed to the Mayor and/or City Council that do not require a response, but provide information on Council agenda items or like matters are copied to the full Council. Mail pertaining to specific meetings where an individual Councilmember is the appointed representative of the Council is opened. Copies are not made for the full Council. Cards and other Councilmember mail marked "personal" will not be copied to the full Council.

##### **Council Correspondence**

All Councilmember correspondence written with City resources (letterhead, typing staff report, postage, etc.) will reflect the position of the full Council, not individual Councilmembers's positions. All Councilmember correspondence using City resources will be copied to the full Council. For example, responses to citizen letters will be copied to the full Council along with the original citizen correspondence. City Councilmembers will be provided individual stationary and envelopes for use for communications reflecting their personal positions, not the positions of the full Council. These communications will be prepared and sent at the expense of the individual Councilmembers. Councilmembers may utilize the City's outgoing mail service.

#### 4.3 Clerical Support

The City Manager's Office will coordinate the typing of correspondence requested by individual Councilmembers for communications reflecting the position of the full Council. All correspondence typed for

Councilmembers will be on City letterhead and will reflect the position of the full Council, not individual Councilmembers, and will be copied to the full Council.

#### 4.4 Requests for Research or Information

Councilmembers may request information or research from the City Manager on a given topic directly when it is anticipated that staff can complete the request in less than an hour per week. Requests for new information or policy direction will be brought to the full Council at a regular meeting for consideration. All written products will be copied to the full Council.

#### 4.5 Council Notification of Significant Incidents

In conjunction with the City's public safety department, the City Manager's Office will coordinate the notification to Council of major crime, or other related incidents. This will be accomplished concurrently through telephone and e-mail messages.

### **5. MEETING GUIDELINES & PROCEDURES**

#### 5.1 Attendance/Quorum

Councilmembers acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Councilmembers shall make a good faith effort to attend all such meetings. Councilmembers shall notify the City Clerk if they will be absent from a meeting. The City Clerk shall then notify the City Manager and all other Councilmembers. If a Councilmember fails to attend three (3) consecutive regular meetings of the Council without being excused, his/her position on the City Council becomes vacant and shall be filled by appointment or election as determined by a majority vote of the City Council. At the start of each City Council meeting, the Mayor shall ask the City Clerk to take the roll call. Any absent Councilmember who has left a message by 5:00 p.m., or reached the Mayor or City Manager's Office directly before the start of the meeting on the day of the meeting to advise of such absence, shall be

considered excused.

## 5.2 Meeting Dates and Location

Consistent with RDMC Chapter 2.05, regular meetings of the City Council shall be held on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of every month, commencing at 6:30 p.m. in the City Hall Council Chambers, 675 Wildwood Avenue, Rio Dell.

### 5.2a Other Locations

The Council may from time to time, elect to meet at other locations within the City and upon such election shall give public notice of the change of location in accordance with provisions of the Government Code.

### 5.2b Location During Local Emergency

If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet at City Hall, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor, or if the Mayor does not so designate, by the Mayor Pro Tem or the City Manager.

## 5.3 Cancelled Meetings

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall default to the following Thursday. That meeting or any other scheduled Council meeting may be cancelled when deemed appropriate by the Council, providing that the Council meets regularly, however, at least once each month.

## 5.4 Special Meetings and Emergency Meetings

Special meetings and emergency meetings of the City Council may be called and held from time to time consistent with the procedures set

forth in the Ralph M. Brown Act (Government Code Sections 54950, et seq.

#### 5.5 Adjourned Meetings

The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Ralph M. Brown Act (Government Code Sections 54950, et. seq.

#### 5.6 Posting of the Agenda

All City Council agendas and notices shall be made available to the general public pursuant to the California Government Code. The locations designated as the City's official posting locations are as follows:

1. The bulletin board at the entrance of City Hall
2. The bulletin board at the Rio Dell Post Office
3. The bulletin board at the Downtown City Parking Lot
4. Any other location as may be specifically selected in addition to the three location heretofore designated.

#### 5.7 Agenda Packet Preparation

The City Manager reviews and approves all items for the Council agenda. Agenda packets are compiled, photocopied, posted to the City's web site, and distributed through the City Clerk's Office. Agenda packets shall be distributed to Councilmembers no later than the Friday prior to the Council meeting.

#### 5.8 Placing Items on the Agenda

Matters may be placed on the agenda for consideration by request of 1) the Mayor; 2) the City Manager; and 3) the City Attorney. Any reasonable request shall be honored subject to the City Manager's discretion as to the preparation of accompanying staff reports. Each Wednesday the City Manager meets with Department Heads to go over proposed future agendas, at which time issues that need to be

brought forth to the City Council are discussed with the City Manager.

Councilmembers shall have the opportunity to request an item be placed on the agenda during an open council meeting; with concurrence of the Council, the request shall be honored. If a matter comes up after a council meeting that a councilmember wishes to have placed on the next agenda, the request may be presented to the City Manager for consideration.

Requests from the public to place an item on the agenda are to be directed to the City Clerk and shall be handled in the following manner:

- Proclamations/Certificates – All requests for proclamations and certificates are subject to approval of the Mayor or City Manager and are typically honored only if a local representative from the requesting agency can appear to accept the proclamation or certificate.
- Presentations – Most requests for presentations by civic groups and local organizations shall be honored and placed appropriately under the “Special Presentations” segment of the agenda.
- Item for Discussion/Action by Public  
Requests by members of the public to place an item for discussion or action on the agenda shall be directed to the appropriate City department for proper handling. In the event it cannot be handled in this manner, the individual requesting the action should attend a City Council meeting and address the Council under the “Public Presentation” segment of the agenda.

The Council shall not take action on the matter other than to either: 1) direct that the matter be placed on a future agenda, or 2) direct staff to research the issue and report back to Council.

#### 5.9 Americans with Disabilities Act (ADA) Statement

Agendas for all City Council meetings will contain a statement regarding the Americans with Disabilities Act, making the City Clerk the contact for inquiries by those needing special assistance to participate in the meeting.



## 5.10 Adjournment of Meetings

The Council establishes 10:00 p.m. as the hour of adjournment and will not continue beyond 10:00 p.m. without a majority vote of the Council. To assist on making the determination to continue an item under consideration, the Council should find that discussion, deliberation and action on the item could be concluded by 11:00 p.m. The Council will not hear any new agenda items past 10:00 p.m. without a majority vote of the Council. A determination should be made by Council that any new item(s) can be discussed, deliberated and action taken before 11:00 p.m. If agenda items remain after the 10:00 p.m. adjournment, a special continued meeting may be scheduled or the items deferred until the next regular meeting.

At the conclusion of any ajenized meeting of the City Council, the Mayor shall call for a motion to adjourn. The motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. It is not subject to debate and requires a majority vote. (Govt Code 54955)

## 6. RULES OF CONDUCT

### 6.1 General Parliamentary Procedure

It is the policy of the Council not to become involved on the entanglements over "parliamentary procedure." Consistent with any applicable City ordinance, statute or other legal requirement, any issue of procedure relating to the conduct of a meeting or hearing not otherwise provided for herein shall be governed by Rosenberg's Rules of Order or as determined by the Mayor. However, no ordinance, resolution, proceedings or other action of the City Council will be invalidated, or the legality thereof affected, by the failure or omission to observe or follow said Rules. In the event of a conflict between the City's Municipal Code and/or these Rules of Procedure/Protocols with Rosenberg's Rules of Order, the provisions of the City's Municipal Ordinances and/or these Rules, as applicable, shall govern. The Mayor, at his/her discretion, may refer to Robert's Rules of Order for any matters not addressed in either these Rules of Procedure or Rosenberg's Rules of Order.

## 6.2 Addressing Members of the Public and Staff

In addressing the public and members of the City's staff, Councilmembers will generally refer to persons as Mr., Mrs. or Ms. followed by their surname and/or job title.

## 6.3 Authority of the Chair

Subject to the full Council, the Mayor shall have the authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous and fair and should presume that the moving party is acting in good faith.

## 6.4 Mayor to Facilitate Council Meetings

The Council has delegated the responsibility and expanded the role of the Mayor to include the facilitation of Council meetings. In the role as facilitator, the Mayor will assist the Council to focus on their agenda, discussions and deliberations.

## 6.5 Council Deliberation and Order of Speakers

The Mayor has been delegated the responsibility to control the debate and the order of speakers.

### 6.5a Questions Addressed to Another Councilmember

With the concurrence of the Mayor, a Councilmember holding the floor may address a question to another Councilmember and that Councilmember may respond while the floor is still held by the Councilmember asking the question. A Councilmember may opt not to answer a question while another Councilmember has the floor.

## 6.6 Limit Deliberations to Item at Hand

Councilmembers will limit their comments to the subject matter, item or motion being currently considered by the Council.

#### 6.7 Length of Council Comments

Councilmembers will govern themselves as to the length of their comments or presentation. As a courtesy, the Mayor will signal by hand to a Councilmember who has been speaking for over ten (10) minutes. The intent of the hand signal is a courtesy to let the Councilmember know they have been speaking for about ten minutes and may want to consider wrapping up their comments. This procedure is not meant to limit debate or to cut comments short, but rather to assist Councilmembers on their efforts to communicate concisely.

#### 6.8 Council Presentations

Councilmember presentations are limited to the item or issue being deliberated. To insure that the appropriate equipment is available, councilmembers must provide the City Clerk advance notice of the intent to make a presentation. To insure a complete record of the meeting, councilmembers will provide a copy of the presentation to the City Clerk at the conclusion of the Council meeting.

#### 6.9 Obtaining the Floor

Any member of the Council wishing to speak must first obtain the floor by being recognized by the Mayor. The Mayor must recognize any councilmember who seeks the floor when appropriately entitled to do so.

#### 6.10 Procedure for Motions

Motions may be made by any member of the Council, including the Mayor and/or presiding officer, providing that before the presiding officer offers a motion, the opportunity for making a motion should be offered to other members of the Council. Any member of the Council, other than the person offering the motion, may second a motion. The following is the

general procedure for making motions:

- Before a motion can be considered or debated, it must be seconded.
- A Councilmember wishing to second a motion should do so through a verbal request to the Mayor.
- Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion offering the first opportunity to the moving party, and thereafter, to any Councilmember properly recognized by the Mayor.
- The Mayor may ask for public comment on the motion.
- Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Councilmembers may be allowed to explain their vote.

6.10a Motion Amendments

When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to action on the main motion.

6.10b Motion of Intention

A Motion of Intention process is generally limited to matters legally required to be supported by findings. In proceedings identified as quasi-judicial on the agenda, when the City Council takes an action that is substantially different from the staff recommendation, the Council may utilize the Motion of Intention. A Motion of Intention provides staff direction as to the City Council's action through a formal motion. Based on this motion, staff revises the necessary findings, resolutions and/or implementing documentation for the City Council's action at the next scheduled meeting.

6.11 Ordinances

Motions offering ordinances are deemed to include waiver of full reading of

the ordinance and the reading of the ordinance by title only unless otherwise specifically stated.

#### 6.12 Voting

Any councilmember present at a meeting when a question comes up for a vote should vote for or against the measure unless he/she is disqualified from voting and abstains because of such disqualification. If the vote is a voice vote, the Mayor shall declare the result. The Council may also vote by roll call, ballot or voting machine. Regardless of the manner of voting, the results reflection of all "ayes" and "noes" must be clearly set forth for the record.

#### 6.13 Abstention

If a Councilmember abstains because of a legal conflict, he/she is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those members present and voting." When a Councilmember abstains or excuses themselves from a portion of a Council meeting because of a legal conflict of interest, the Councilmember must briefly state on the record the nature of the conflict. Inclusion of this information on the public record is required by law. If a Councilmember abstains because of a conflict other than legal, he/she is counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those members present and voting."

#### 6.14 Tie Votes

A tie vote results in a lost motion. In such an instance, any member of the Council may offer a motion for further action. If there is not action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

#### 6.15 Motions for Reconsideration

Motions for reconsideration of a matter may be made at the same meeting or at the next succeeding meeting following a Council action. A proposed motion for reconsideration at the next meeting must comply with Brown Act noticing requirements. Motions for reconsideration may only be made by a Councilmember that voted with the majority of the City Council on the action proposed to be reconsidered by the Council. In the case of a tie vote, the prevailing side or majority of the Council will be deemed to be those Councilmembers who voted in the negative. Any member of the Council may second a motion for reconsideration.

#### 6.16 Serial Meetings

Serial meetings are meetings that at any one time involve only a portion of legislative body, but eventually involve a quorum. Serial meetings yield a process that deprives the public the opportunity for a meaningful contribution to the decision-making process. Serial meetings may be a chain, in which member "A" contacts member "B", "B" then contacts "C", "C" contacts "D" and so on, until a quorum is involved. An elected official has the right to confer with a colleague about public business however, if and when a "collective concurrence as to action to be taken" is reached, the Brown Act is violated. Councilmembers are encouraged to consider the possibility of serial meetings when engaging in discussion with their colleagues on a matter within the subject jurisdiction of the City.

#### 6.17 Non-Observance of Rule

Rules adopted to expedite and facilitate the transaction of the business of the Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by the Council.

### 7. DECORUM

#### 7.1 Councilmembers

RDMC Chapter 1.05 "Code of Ethics" establishes the code of ethics and

values to be followed by City Councilmembers and others. Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Councilmembers shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council at all times. Councilmembers in the minority on an issues shall respect the decision and authority of the majority.

## 7.2 City Staff

Members of the City staff are expected to observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business professional manner toward Councilmembers and members of the public.

City staff shall:

- a. prepare well-written staff reports and provide accompanying documents on all agenda items in accordance with the agenda format and preparation schedule;
- b. be available for questions from councilmembers in accordance with the Brown Act prior to and during meetings;
- c. respond to questions from the public during meetings only when requested to do so by the mayor or the city manager;
- d. refrain from arguing with the public or councilmembers;
- e. switch any electronic equipment such as pagers and cell phones to silent or off mode during council meetings;
- f. remain objective on issues and should not be advocates for issues unless so directed by the council or city manager;
- g. to the extent permitted by the Brown Act, the city manager and staff shall inform the mayor and council of controversial, significant-impact issues that are coming before the council, providing as much advance notice prior to the meeting as possible; and
- h. The city manager shall advise management staff of potentially political or controversial issues coming before the council and direct staff to be present and appropriately prepared.

## 7.3 Public

Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council and staff as noted in Chapter 7, Section 7.1 and 7.2 of these rules.

No person shall engage in conduct that is intended to or is likely to provoke violent or riotous behavior nor shall any person engage in disorderly or boisterous conduct, including the utterance of loud, threatening, profane or abusive language, personal impertinent or slanderous remarks, whistling, stamping of feet, booing or other acts which disturb, disrupt or otherwise impede the orderly conduct of any Council meeting. Applause will be permitted. As deemed acceptable by the Mayor, except during public hearings.

Any persons who violate this rule shall, at the discretion of the Mayor, or by majority of the Council, be barred from attendance for the remainder of the Council meeting, provided the Mayor has requested that a person who is breaching these rules of conduct be orderly and silent. If, after receiving a warning from the Mayor, a person persists in disturbing the meeting, the Mayor shall order the person to leave the Council meeting. If such person does not immediately remove himself/herself, the Mayor may order the Mayor may request the Sergeant at Arms or any law enforcement officer present to remove that person from the Council Chambers. In the absence of a law enforcement officer, the Mayor may recess the meeting until a law enforcement officer is able to arrive and remove the person.

#### 7.4 Noise in the Council Chambers

Any noise emanating from the audience within the Council Chambers which disrupts City Council meetings, shall not be permitted.

### **8. ORDER OF BUSINESS**

#### 8.1 General Order

The business of the Council at its meetings will generally be conducted in accordance with the following order of business unless otherwise specified.



- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. CEREMONIAL
- E. PUBLIC PRESENTATIONS
- F. CONSENT CALENDAR
- G. ITEMS REMOVED FROM CONSENT CALENDAR
- H. SPECIAL PRESENTATIONS/STUDY SESSIONS
- I. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS
- J. ORDINANCES/RESOLUTIONS/PUBLIC HEARINGS
- K. REPORTS/STAFF COMMUNICATIONS
- L. COUNCIL REPORTS/COMMUNICATIONS
- M. ADJOURNMENT

Closed Sessions

A closed session may be held at any time during a meeting consistent with applicable law. The order of business under closed session will be conducted as follows:

- A. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION AS FOLLOWS
- B. PUBLIC COMMENT REGARDING CLOSED SESSION
- C. RECESS INTO CLOSED SESSION
- D. RECONVENE INTO OPEN SESSION
- E. ORAL ANNOUNCEMENTS

8.2 Action Agenda Items

In accordance with the Ralph M. Brown Act, the Council may not take action on any item that did not appear on the posted Council agenda 72 hours prior to the Council meeting unless an exception is made as permitted under Government Code Section 54954.2 (Agenda Postings; Action on Other Matters).

### 8.3 Consent Calendar

Agenda items removed from the consent calendar by Councilmembers or staff will be considered individually under “ Items Removed from the Consent Calendar” section of the agenda. Members of the public may comment on consent items prior to the Council’s consideration of the consent calendar. A Councilmember may vote “no” on any consent item without comment or discussion. Any abstentions, comments, questions or discussion on an item will require the pulling of the item from the consent calendar.

### 8.4 Special Presentations

All Special Presentations will be calendared and coordinated through the City Manager and the Mayor and may be limited by the Mayor to a time period not to exceed 15 minutes at each Council meeting.

### 8.5 Special Call Items/Community Affairs

This section of the agenda is for items requiring discussion and/or action. The Mayor will call for a staff report from the City Manager; he/she may defer to the appropriate department head to present the staff report and answer questions of the Council.

### 8.6 Ordinances/Resolutions

Ordinances involve a command or prohibition and have the force of law in the City for which an ordinance is adopted. An ordinance generally prescribes some permanent rule of conduct or government that remains in force until the ordinance is repealed. With the exception of urgency ordinances, no ordinance may be passed within five (5) days of its introduction. Two (2) readings are therefore required; one to introduce; and a second to adopt the ordinance. Ordinances may only be passed at a Regular meeting or at an Adjourned (i.e. Continued) Regular meeting; except for urgency ordinances. Ordinances may not be passed at a Special meeting. Unless otherwise stated, an ordinance shall take effect thirty (30) days following the date of adoption.

councilmembers to disagree.

Under the Brown Act, California Government Code Section 54957.1(a): The legislative body of any local agency shall publicly report any action taken in closed session and the vote or abstention of every member present thereon. (See Exhibit "D" for guidance)

## **9. QUASI-JUDICIAL PROCEEDINGS**

### **9.1 Defined**

Quasi-judicial proceedings are those proceedings in which the City Council is required to make findings based on an evidentiary record as to the entitlement. In quasi-judicial proceedings, the City Council sits as the judge and jury, and is required to make findings based on the evidence and records presented. Examples of quasi-judicial proceedings that may be heard by the City Council include conditional use permits, variances and subdivision map approvals.

### **9.2 Identification on Agenda**

To facilitate the identification of quasi-judicial matters, quasi-judicial proceedings will be identified as such on the Council agenda under the heading of "Quasi-Judicial Proceedings."

### **9.3 Ex Parte Communications**

An ex parte communication is a communication made with a councilmember outside the Council chambers with any person except the City Attorney concerning a quasi-judicial proceeding to be heard by the City Council. When a Councilmember has an ex parte communication concerning a subject that is the basis of a quasi-judicial proceeding before the Council, the Councilmember must state for the public record the nature of that communication. Councilmembers must indicate with whom the ex parte communication was made and provide a brief statement as to the substance of the communication. A Councilmember may make an oral presentation of the nature of the communication or provide a written

statement to be read into the public record.

## **10. COMMISSIONS/COMMITTEES**

### **10.1 Ad Hoc Committees**

Ad Hoc Committees are formed on an as-needed basis with a clearly defined purpose and term. Ad Hoc Committees will consist of two (2) councilmembers recommended by the Mayor and concurred with motion by the full Council.

### **10.2 Councilmember Appointments to Boards/Committees/Commissions**

Resolution No. 1127-2011 establishes the procedures for appointments by the City Council for vacant positions on various commissions. RDMC Chapter 2.55 also provides direction concerning the City's boards, commissions and committees. The City Council shall establish and by a majority vote appoint individuals for the prescribed terms to serve on such commissions, committees boards, agencies and task forces as are required by law and by City operational need. The operational identities of such organizations are defined by law, ordinance or resolution. At the completion of an appointee's prescribed term of office on such an organization, any interested party may apply to the City Clerk for Council consideration for appointment or reappointment to these support organizations which include, but are not limited to the Planning Commission, Parks and Recreation Commission, Traffic Committee and the Community Development Block Grant Advisory Committee (CDBG-AC)

#### **10.2a City Representation in Other Organizations**

Councilmembers are requested to serve on various commissions for outside agencies. Following an election year at which new Councilmembers are elected, the newly seated Council shall review the list of current assignments and make recommendations for appointments. Any Councilmember desiring to serve on a certain commission or board should inform the Mayor. Councilmembers resigning from his/her position on a certain commission should inform the Mayor via the City Clerk's Office

in writing. Appointments are made by the Mayor subject to approval by majority vote of the Council.

## **11. CONFLICT OF INTEREST/ECONOMIC DISCLOSURE REQUIREMENTS FOR PUBLIC OFFICIALS**

### **11.1 Conflict of Interest**

The Political Reform Act (Government Code, Title 9, Sections 81000-91015) controls conflict of interest through disclosure and prohibition of participation in decisions, which are actual conflicts of interest. Specifically, it requires City Councilmembers and other public officials to annually disclose all financial interests that may be affected by decisions made in their official capacity; this includes interests such as investments, real property, and income. Councilmembers must also disqualify themselves from making or participating in making or influencing any governmental decision that will have a foreseeable material financial effect on any economic interest of the Councilmember or certain family members.

### **11.2 Statement of Economic Interest**

A financial disclosure form (Statement of Economic Interest Form 700) must be filed with the City Clerk no later than April 1<sup>st</sup> of each year for financial interests pertaining to the preceding calendar year. Newly-elected councilmembers must file a statement within 30 days of officially assuming office. Planning Commissioners and certain city officials are also subject to this disclosure requirement.

## **12. PROTOCOL ADMINISTRATION**

### **12.1 Review of City Council Protocols**

The protocols will be reviewed and amended from time to time by the City Council in order to remain current with federal, state, and local law.

### **12.2 Adherence to Protocols**

During City Council discussions, deliberations and proceedings, the Mayor has been delegated the primary responsibility to insure that the City Council, staff and members of the public adhere to the Council's adopted Protocols.

### 12.3 City Attorney as Protocol Advisor

The City Attorney assists the Mayor as a resource to confer with and an advisor for interpreting the City Council's adopted protocols.

### 12.4 Adherence to Administrative Procedure and Process Protocols

The City Council has delegated the City Manager responsibility to discuss, on behalf of the full Council, any perceived or inappropriate administrative action with a Councilmember. The City Manager will discuss with the councilmember the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the City Manager will report the concern to the full Council.

### 12.5 Applicability of Protocols

The City of Rio Dell City Council Protocols shall also apply to the City Council when sitting as other entities or agencies representatives or any other body. The role of the Mayor and Mayor Prop Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.