

**A G E N D A**  
**RIO DELL CITY COUNCIL**  
**STUDY SESSION - 5:30 P.M.**  
**REGULAR MEETING- 6:30 P.M.**  
**TUESDAY, AUGUST 2, 2011**  
**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. STUDY SESSIONS - 5:30 P.M.

- 1) 2011/0802.01 - Review of Draft City Council Protocol Update 2011 1

E. CEREMONIAL

- 1) 2011/0802.02 - Meritorious Service Award to Officer John Beauchaine 28

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) 2011/0802.03 - Approve Minutes of the July 19, 2011 Regular Meeting (**ACTION**) 29
- 2) 2011/0802.04 - Declare 2001 Crown Victoria Police Vehicle as Surplus Property and Approve Disposition Thereof (**ACTION**) 39

3) 2011/0802.05 - Approve Resolution No. 1118-2011 Adopting the Gann Appropriations Limit for FY 2011-2012 **(ACTION)** 41

4) 2011/0802.06 - Approve Resolution No. 1119-2011 Confirmation of FY 2011-2012 Tax Assessment for 1978 Sewer Assessment Bonds **(ACTION)** 45

G. SPECIAL PRESENTATIONS

H. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS

1) "SPECIAL CALL ITEMS" from Consent Calendar

2) 2011/0802.07 - Authorize the City Manager to Approve Labor Compliance Contracts **(ACTION)** 61

3) 2011/0802.08 - County Redistricting **(DISCUSSION)**

I. ORDINANCES/SPECIAL RESOLUTIONS

1) 2011/0802.09 - Approve Resolution No. 1120-2011 Approving the Billable Rate for Staff Time for FY 2011-2012 **(ACTION)** 84

J. PUBLIC PRESENTATIONS

*This time is for persons who wish to address the Council on any matter not on this agenda and over which the Council has jurisdiction. Items requiring Council action not listed on this agenda will be placed on the next regular agenda for consideration, unless a finding is made by at least 2/3rds of the Council that the item came up after the agenda was posted and is of an urgency nature requiring immediate action. Please limit comments to a maximum of 5 minutes.*

K. REPORTS/STAFF COMMUNICATIONS

1. City Manager

2. Finance Director

3. Chief of Police

4. Community Development Director

1) 2011/0802.10 - Report on July 27, 2011 Planning Commission Meeting 89

L. COUNCIL REPORTS/COMMUNICATIONS

M. ADJOURNMENT

*The next Regular meeting will be on August 16, 2011  
at 6:30 PM in the City Council Chambers*

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675 Wildwood Avenue  
Rio Dell, CA 95562



**STAFF REPORT  
RIO DELL CITY COUNCIL  
AUGUST 2, 2011**

TO: Rio Dell City Council  
FROM: Karen Dunham, City Clerk  
THROUGH: Ron Henrickson, City Manager  
DATE: August 2, 2011  
SUBJECT: City Council Protocols

**RECOMMENDATION**

Review Draft City Council Protocols and discuss recommended revisions

**BACKGROUND AND DISCUSSION**

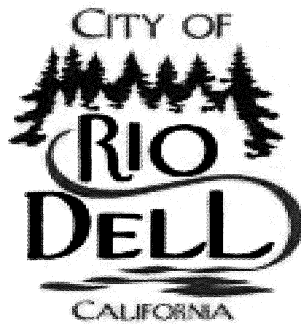
City Council and other governmental bodies aren't required to adopt formal City Council protocols but usually do so to increase efficiency and effectiveness. The current City Council Protocols, adopted in 2000 are in need of update. The new draft protocols address topics such as meeting guidelines and procedures, rules of conduct, and council administration as with the current protocols. In addition I have included topics related to statutory requirements that I felt should be included such as the Brown Act, the Political Reform Act, and the Code of Ethics.

Upon Council's approval of the draft document, I will come back to the Council with a Resolution for formal adoption.

The following references were used in gathering the information for the 2011 Protocols:

- City of Rio Dell Protocols 2000
- City of Lodi City Council Protocol 2009
- RDMC
- Roberts Rules of Order
- Ralph M. Brown Act - Open Meeting Laws
- California Government Code

# *CITY OF RIO DEL*



## *CITY COUNCIL PROTOCOLS 2011*

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*Prepared by:  
Office of the City Clerk  
July, 2011  
Adopted:*

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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.

## **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.

### 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. (Attached as Exhibit A)

### 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. (Attached as Exhibit B)

## 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. 700 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 a quorum 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 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 (Attached as Exhibit C)

#### 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. 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 call the roll. 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 every 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 Rio Dell/Scotia Chamber of Commerce
4. Any other location as may be specifically selected in addition to the three location heretofore designated. (Resolution No. 511) (the fourth posting location is currently the Downtown City Bulletin Board).

### 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) any member of the City Council; 2) the City Manager; 3) a department Head; and 4) 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 Thursday morning 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.

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.

### 6. RULES OF CONDUCT

#### 6.1 General 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 may be determined by the Mayor, subject to appeal to the full Council.

## 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.
- 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.

6.10.b 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.

#### 6.14 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.

#### 6.15 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.

#### 6.16 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 issue 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.

## 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.

## 7.4 Noise in the Council Chambers

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 closed session may be held at any time during a meeting consistent with applicable law.

- A. CALL TO ORDER
- B. ROLL CALL

- C. PLEDGE OF ALLEGIANCE
- D. CEREMONIAL
- E. CONSENT CALENDAR
- F. SPECIAL PRESENTATIONS
- G. SPECIAL CALL ITEMS/COMMUNITY AFFAIRS
- H. ORDINANCES/SPECIAL RESOLUTIONS
- I. PUBLIC PRESENTATIONS
- J. REPORTS/STAFF COMMUNICATIONS
- K. COUNCIL REPORTS/COMMUNICATIONS
- L. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN  
CLOSED SESSION
- M. PUBLIC COMMENT REGARDING CLOSED SESSION
- N. RECESS INTO CLOSED SESSION
- O. RECONVENE TO OPEN SESSION
- P. ORAL ANNOUNCEMENTS
- Q. ADJOURNMENT

## 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.

## 8.3 Consent Calendar

Agenda items removed from the consent calendar by Councilmembers or staff will be considered individually under "Special Call Items/Community Affairs" section of the agenda and be considered first. 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 will be limited 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/Special 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.

A resolution expresses City Council policy or directs certain types of administrative action and may be changed by a subsequent resolution. Resolutions are effective on the date of adoption.

#### 8.7 Council Reports/Communications

The Council Reports/Communications section of the agenda provides Council the opportunity to briefly comment on Council business, City operations, City projects and other items coming before the Council. It also allows Councilmembers serving on Council subcommittees to present a verbal report to the full Council on the activities of the respective boards, commissions or committees upon which they serve. No action may



be taken.

## 8.8 Closed Session

Closed sessions are regulated pursuant to the Brown Act. All written Materials and verbal information regarding closed session items shall Remain confidential. No member of the Council, employee of the City, or Anyone else present shall disclose to any person the content or substance of any discussion that takes place in a closed session, unless authorized by a majority of Council. The same high standard of respect and decorum as apply to public meetings shall apply to closed sessions. There shall be a courtesy, respect, and tolerance for all viewpoints and for the right of 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)

## 8.9 Adjournment

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 may be scheduled or the items deferred until the next regular meeting.

## 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

Pursuant to RDMC Chapter 2.55, 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 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.

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



To: Honorable Rio Dell City Council  
From: Graham Hill, Chief of Police *GH*  
Through: Ron Henrickson, City Manager  
Date: August 2<sup>nd</sup>, 2011  
Subject: Ceremonial - Meritorious Service Award to Officer John Beauchaine

**Council Action**

None

**Background**

Historically Officers and Citizens are recognized for unique actions that result in the protection of life or property. In this case Officer John Beauchaine was on patrol near the intersection of Wildwood Avenue and Monument Road where he was flagged over by a citizen. He was informed that a distraught woman and stated she intended on jumping off of the Eagle Prairie Bridge. Officer Beauchaine drove to the area and located the woman who was balanced on the outside of the hand rail above the river. He stopped, and without regard for his own safety was able to grasp the woman, lift her over the railing and onto the bridge, effectively saving the woman's life.

Officer Beauchaine is being recognized for this act with the Meritorious Service Award, which is presented in instances when officers prevent the death or injury of another, while putting themselves at some degree of risk under adverse conditions.

**Budgetary Impact**

None

**Recommendation**

None

**Attachments**

None

**RIO DELL CITY COUNCIL  
STUDY SESSION  
REGULAR MEETING  
JULY 19, 2011  
MINUTES**

The Study Session/Regular Meeting of the Rio Dell City Council was called to order at 5:30 p.m. by Mayor Woodall.

**ROLL CALL:** Present: Mayor Woodall, Councilmembers Leonard, Thompson, and Wilson

Absent: Councilmember Marks

Others Present: Study Session: City Manager Henrickson and City Clerk Dunham. Regular Meeting: City Manager Henrickson, Chief of Police Hill, Finance Director Beauchaine, Water Superintendent Jensen and City Clerk Dunham

**STUDY SESSION – 5:30 p.m.**

Shell/Bear River Wind Power Project

City Manager Henrickson stated that staff, together with Councilmembers Thompson and Leonard met with representatives of Shell Wind Energy to discuss the status of the Bear River Wind Power Project. He said the project is still in the informal process as the environmental documents are yet to be finalized. He said the project includes the installation of a series of wind generators along Bear River Ridge with the capacity to generate a total of up to 50 megawatts of electricity.

He further reported there are two basic issues at hand for the City: 1) the transmission line; and 2) transportation. A map was presented showing three alternative routes for the overhead transmission lines to Rio Dell. The first alternative, referred to as the East Scotia Alternative would run down Monument Road then behind Scotia, coming back through Scotia, then up behind the ridge, across the Eel River into the City at Edwards Dr. to the substation on Meadowbridge. He said this is Shell's preferred route in part because it only involves one landowner (Mendocino Lumber) and actually by-passes the CSD area of Scotia.

The second alternative route basically runs along Monument Road then cuts down through Morse Prairie Creek and comes into Rio Dell along the ridge and to Davis St. then runs down Davis St. to the PG&E substation on Meadowbridge. He said the third alternative comes down Monument and jogs across property lines, cuts across Monument Ridge then down Davis St. to the substation.

City Manager Henrickson said the issue is whether the City Council has a preference for the access route to the substation and said in looking at staff's preference, it was determined that

**JULY 19, 2011 MINUTES**  
**Page 2**

Alternative One would have the least impact on the City. He said the City needs to be concerned about future development, particularly the future development of the Dinsmore Plateau, and said he would not like to see additional power lines down Davis St. or fronting along Highway 101.

Councilmember Leonard commented that the Department of Fish and Game had raised a question about the East Scotia Alternative; City Manager Henrickson said the applicant is working with them to resolve the issue.

John Miller from the Humboldt County Planning Department arrived at this time, 6:40 p.m.

Consensus of the Council was that Alternative One; East Scotia Alternative was the preferred route because of it having the least impact on the City and to the future growth areas of the City. Also it would have the least impact to Davis St. and 101.

City Manager Henrickson said another question that arose is what happens to the power after it leaves the substation. He said from staff's standpoint the applicant will need to make the poles higher to add additional power and said on Davis St. especially, it would be aesthetically unpleasing. His recommendation was that if the line is upgraded, that the power be placed underground at least as it fronts 101 on Davis St and that the existing poles be removed. He said he doesn't have a problem with overhead transmission lines once it gets north of Pacific.

Discussion continued regarding transportation issues related to the project. City Manager Henrickson stated essentially there are two issues: 1) the wind turbine blades are approximately 250 feet long and cannot be broken down which may require the widening of roadways. That still leaves the poles, hub and cells. He said that even with a batch plant, there would be an extreme amount of concrete needed, estimated at 2,500 truck trips.

The preferred route for truck traffic was identified as the 101 off ramp to the Wildwood Interchange, around to Belleview Ave, Blue Slide to Ferndale. City Manager Henrickson said from the staff standpoint, Belleview Ave. and Blue Slide Road will need a 3" overlay to handle that volume of traffic; some storm water replacement; one small water line replacement; and the replacement of two culverts along Blue Slide Road. He said that would be the minimal mitigation the City should suggest as appropriate.

Councilmember Wilson asked if there is a time frame for completion of the project; John Miller said it was estimated the project will take 8 months to complete once the construction begins. Mr. Miller also indicated that there will be different truck routes designated and not all of the trucks will be going through Rio Dell.

City Manager Henrickson stated that assuming the truck traffic is limited to this route; this would be appropriate mitigation measures.



**JULY 19, 2011 MINUTES**  
**Page 3**

Councilmember Wilson asked if the trucks loads would be overweight (over 80,000 lbs.); John Miller said although the truck weights were unknown at this time, the trucks hauling the tower sections and blades will probably be within legal weight limits; however the trucks hauling the cells will not.

Councilmember Wilson asked if the City will receive any monetary compensation to have the right to have the additional power lines within the City; City Manager Henrickson stated that it was not discussed and the key is whether the mitigations offsets the impacts.

City Manager Henrickson noted that an Engineering Study was underway and hopefully something will come out of that Study.

Councilmember Wilson further commented that the road from Belleview Ave. to the City limits is a concern of his due to potential impacts that will likely be caused from the additional weight of the trucks; City Manager Henrickson said language could be included to say that "the extent of the damage to the road will be determined through analysis by the City Engineer."

John Miller commented that initially it was said that the blades could not be flown in; however this week he learned otherwise. He said the turbines will be off- loaded in Fields Landing and trucked to the job site and it was still being evaluated whether they can be brought across Fernbridge.

City Manager reviewed the recommended conditions as discussed as:

- An overlay to the roads will be done based on the City Engineer's recommendations.
- Storm water, culvert and waterline improvements will be done to the satisfaction of
- the City Engineer and Public Works Director.
- Transportation of components will be limited to dry months.
- Any damages as a result of the project will be the responsibility of Shell Wind Energy to repair.
- Transmission lines on Davis St. fronting 101 shall be undergrounded

Councilmember Thompson stated at a recent Redwood Coast Energy Authority (RCEA) meeting, information was presented regarding new technology involving new type of turbine that is essentially one-fifth of the size of the old ones.

John Miller asked that the City evaluate the approvals and put the County and Shell Wind Energy on notice; the City Council agreed.

John Miller said the County is waiting for the same engineering studies as the City and said the improvements are colossal on Mattole Road and upper Monument Road.

It was agreed that Councilmembers Leonard and Wilson would participate in the next meeting on August 10, 2011 along with John Miller and the Shell Wind Energy representatives.

There being no further discussion, the study session ended at 6:05 p.m.

Mayor Woodall called for a recess until 6:30 p.m.

The meeting reconvened at 6:30 p.m.

### **CONSENT CALENDAR**

Mayor Woodall announced the items to be approved on the consent calendar and asked the staff, the public and the Council members if there was anyone who wished to have any item removed from the consent calendar for separate discussion.

There being no items removed for separate discussion, the Mayor called for a motion to approve the consent calendar as presented.

Motion was made by Leonard/Thompson to approve the consent calendar including approval of minutes of the July 5, 2011 regular meeting; and approval Progress Pay Request No. 2 for Thomas R. Bess, Inc. in the amount of \$61,694.80 for work related to the 2011 Maintenance Paving Project. Motion carried 4-0.

### **SPECIAL PRESENTATIONS**

#### Smart Meter Program

Mayor Woodall announced that first PG&E representatives would be providing a short presentation on the Smart Meter Program; followed by public presentations (limited to 5 minutes per speaker); then Council questions to PG&E.

Allison Talbott, Michael Herr, and three of their colleagues from PG&E were present to answer questions regarding the Smart Meter Program.

Ms. Talbott began by providing Council with a 5 page letter which she said hoped to answer the Council's questions regarding the Smart Meters Program. The handout addressed the following topics:

- SmartMeter Program and Benefits
- SmartMeter Technology
- SmartMeter Deployment
- Pricing
- Privacy
- Radio Frequency

Mayor Woodall commented that the City had presented to PG&E written questions regarding the SmartMeter Program and not getting the responses until tonight makes it difficult to collate the questions with the answers.

Councilmembers presented questions and concerns regarding the SmartMeter Program in regard to transmission collector points and times; privacy/security; health impacts; energy savings; radiation patterns and bandwidth; number and location of receivers; California Public Utilities Commission (CPUC) authority; opt out provisions/costs; and rate schedules.

Mayor Woodall commented that despite the adoption of the City's ordinance establishing a temporary moratorium on the installation of SmartMeters until January 2012 to allow for further study, PG&E is going to begin the installation anyway.

Mayor opened the discussion for public comment at 7:18 p.m.

**Gene Owens**, Fortuna resident presented a handout, complimented the City Council for its decision to temporarily block the installation of SmartMeters and asked them to stand by their decision. He continued by quoting excerpts from the U.S. Constitution and Supreme Court decisions.

**Jeremy Shaw**, stated he was proud to see the City Council stand up for what is right and said the big question in his mind is who is Silver Stream Network and are they subject to CPUC regulations, and do they have access to customer data. He urged PG&E to honor the City's temporary moratorium.

**Rebecca Crosby** spoke next and said she too was proud of the Council for taking a stand and expressed concern about potential health risks.

**Dean Glaser**, Fortuna Councilman complimented the Council for establishing the temporary moratorium and encouraged the Council to stick by the moratorium and not allow PG&E to remove the old meters. He said each person has a right to maintain safety on their own property and to defend that right.

Another person spoke who said she worked in an authorized PG&E payment center where dozens of people who now have SmartMeters have commented to her that their bills have increased by hundreds of dollars. She said PG&E is trying to complicate a system that already works.

**Seth Hinnegan**, Fortuna said he tried to create solidarity with his neighbors to stop the installation of the meters but was the only one to prevail because he said no in writing.

**Karen Brooks**, Bayside said she ran for Assembly and this has been a big issue throughout the County. She wanted to make it very clear to PG&E that the City of Rio Dell has a temporary moratorium in effect that should be honored and encouraged the Council to direct the City

**JULY 19, 2011 MINUTES**  
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Attorney to send a letter to that affect. She said this is a private property issue and a bunch of bureaucrats are trying to control and take over people's lives. She said that the Rio Dell City Council is standard for defense and the last defense for our freedom.

**Sharon Wolfe**, Rio Dell said she has her own concerns regarding quality and accuracy of the SmartMeters and said we may all agree with this moratorium but what if the Council places a moratorium that we don't agree with. She commented that a person's individual rights are more important.

**Al Petrovich**, Rio Dell quoted PG&E who said "it is required by CPUC that PG&E install SmartMeters." He said that requirement is not a law and infringes on citizen's rights. He went on to read a prepared speech and thanked the City Council for upholding their oath of office by defending the constitution and the rights of the citizens.

**Caroline Petrovich** commented that the last time PG&E representatives were here to talk about the SmartMeter Program she asked if PG&E was exempt of any liability pertaining to the SmartMeters and in the event there are problems she personally would like the names of the representatives provided to the public so claims can be made against them if it turns out there are harmful effects.

**Larry Arsenoult** Rio Dell expressed concern regarding privacy and whether personal information would be turned over to governmental agencies.

**George Bendel**, Carlotta reminded the Council that as elected officials they are held accountable for the decisions they make and have the obligation to protect the citizens of Rio Dell.

**Sara Buglary**, Eureka said she was home when Wellington employees came to install her meter and she told them she didn't want one. Later she called PG&E to reiterate that she did not want a SmartMeter and they said she already had one. When she asked how she could get it removed, she was told she could not.

**Sonia Oxwell**, Blue Lake said she tried to stop installation of the meter and PG&E installed it anyway. She said she appreciates what the Rio Dell City Council is trying to do.

There being no further public comment, the public comment portion of the matter closed at 7:51 p.m.

Councilmember Thompson stated that he personally does not want a SmartMeter but will probably end up with one nevertheless. He said he does not believe it is cost effective to replace existing meters with SmartMeters or that they will reduce global warming. He said he would be very interested to know if PG&E actually has all the rights they say they have. He said he would like to see the City send a letter to CPUC regarding the City's concerns about SmartMeter Program.

Other questions raised by Councilmembers had to do with liability of PG&E; loss of jobs; regulation of temperatures in homes by PG&E; the percentage of home in Humboldt County with SmartMeters to date; and delay installation provisions.

Councilmember Thompson said he would like to ask that PG&E honor the City's moratorium by not installing any meters until the end of the temporary moratorium due to expire January, 2012 stating that it was the polite thing to do. Allison Talbott said she would ask but felt comfortable in saying the answer will be no.

Councilmember Wilson added that it was nice to see so many people in attendance at the meeting and encouraged citizens to attend regular council meeting and let their voices count.

A short recess was called at 8:10 p.m.  
The regular meeting reconvened at 8:17 p.m.

### **SPECIAL CALL ITEMS/COMMUNITY AFFAIRS**

#### County Redistricting

City Manager Henrickson reported a Special Meeting with County representatives was scheduled for July 25, 2011 from 6-8 p.m. at City Hall to solicit public input on County Redistricting. He said according to the elections office, the growth of the County in the last 10 years has significantly changed the population of some districts; particularly the 2<sup>nd</sup> and 5<sup>th</sup> districts, both of which have increased. He said that since there are too many people in District 2, which includes Rio Dell some will need to be moved to other districts and his recommendation to the Council was that the City not be split, thus remain in one district. He announced that the Supervisor of the 2<sup>nd</sup> District, Cliff Clendenon was present to elaborate on the process.

Supervisor Clendenon said based on the 2010 census, the population in Humboldt County is 134,623; representing 25,231 in the 1<sup>st</sup> District; 29,503 in the 2<sup>nd</sup> District; 25,706 in the 3<sup>rd</sup> District; 25,904 in the 4<sup>th</sup> District; 28,279 in the 5<sup>th</sup> District. What that means for the 2<sup>nd</sup> District is that 2,578 people will have to be moved to another district(s). He said after the 2000 census, Counties were allowed to have a 5% variance in population between districts however that is no longer the case. The Elections Code now states that the variance must be as close to zero as possible.

Supervisor Clendenon further explained the basic principles of redistricting as:

- Compactness
- Contiguity
- Preservation of Cities
- Respect to Communities of Interest
- Incumbent Protection
- Preservation of District Cores

He said what the Redistricting Committee will try to determine is what the community of interest is which is the reason for the public meetings. He noted the County Board of Supervisors will review the first proposed maps on August 16, 2011; with the deadline for establishing the lines set for November 1, 2011.

City Manager Henrickson said the question is whether the Council wants to take individual positions on the issue or take a position based on the majority of the Council.

Councilmember Wilson commented that District 1 is really not like Rio Dell and would prefer that Rio Dell remain in the same district as Fortuna. He said it would not be in the best interest of the city to split it up and would like it to remain as one district to maintain the City's integrity; the Council concurred.

City Manager Henrickson said since Mayor Woodall and Councilmember Leonard will be unavailable on the 25<sup>th</sup>, someone needs to represent the consensus of the Council at that meeting. Councilmembers Thompson and Wilson volunteered to attend and represent the Council.

#### **ORDINANCES/SPECIAL RESOLUTIONS**

##### Approve Resolution No. 1117-2011 Adopting the Capital Budget for FY 2011-2012

Finance Director Beauchaine provided an overview of the proposed Capital Budget for FY 2011-2012 projecting revenues totaling \$658,725.33 and expenditures totaling \$793,442.33. She noted this represents a significant decrease in both revenues and expenditures; 86% decrease in revenue and 83% decrease in expenditures from the prior year. She said the City has two significant projects currently in the planning and/or design phase totaling approximately \$13.5 million and at this time, we do not have sufficient budgetary information for them to be included in the capital budget. She noted a budget amendment will be brought forward at the appropriate time.

She recommended approval of the Resolution adopting the Capital Budget.

Motion was made by Thompson/Leonard to approve Resolution No. 1117-2011 *Adopting the Capital Budget for the FY 2011-2012.*

Adam Dias questioned the \$25,000 expenditure budgeted for Economic Development and if any specific plans have been identified; City Manager Henrickson stated the money was allocated because it is anticipated it will be needed and when a specific plan is developed, it will be shared with the public at that time.

Motion then carried 4-0.

**PUBLIC PRESENTATIONS**

Al Petrovich asked if the verbal statements made by PG&E representatives regarding the installation of SmartMeters was in writing and if not would like the City to request something in writing with a responsible signature asking them to state the basis of their decision in writing. City Manager Henrickson said he would look into it.

Adam Dias asked how far along the City is in hiring a Housing Director; City Manager Henrickson stated Kevin Caldwell was initially hired as Housing Director and recently his title was changed to Community Development Director. He said he is charged with the task of Housing and Planning; thus eliminating the expense of having an outside planning consultant.

**REPORTS/STAFF COMMUNICATIONS**

City Manager Henrickson announced the City would be holding a Household Hazardous Waste Collection Day on Saturday, August 13, 2011 from 9-2 p.m. which will allow residents the opportunity to dispose of up to 15 gallons of household hazardous waste for a fee of \$5.00. He noted citizens could obtain more specific information by viewing the flyer on the City's web site or pick one up at City Hall. He also reported that the HVAC Project for City Hall would be complete in the next day or two.

Finance Director Beauchaine reported she was in the process of reviewing the 2010 draft audit report and said there are some schedules that need to be revised. Her recommendation is to invite the auditors to make their presentation to the City Council when they come in November to conduct their site visit for the 2011 audit to save expenses.

Chief of Police Hill expressed his appreciation for approval of the new (used) patrol vehicle stating that the vehicle was picked up today and seems to be in very good condition.

**COUNCIL REPORTS/COMMUNICATIONS**

Councilmember Thompson reported he had attended an RCEA meeting and everything was going well.

Mayor Woodall stated she will be attending an HTA meeting on Friday where the board will be interviewing applicants for General Manager.

**ADJOURNMENT**

There being no further business to discuss, the meeting adjourned at 8:59 p.m. to the August 2, 2011 regular meeting.

\_\_\_\_\_  
Julie Woodall, Mayor

Attest:

\_\_\_\_\_  
Karen Dunham, City Clerk

DRAFT



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



To: Honorable Rio Dell City Council  
From: Graham Hill, Chief of Police *GH*  
Date: August 2<sup>nd</sup>, 2011  
Subject: Disposition of Surplus Property

### **Council Action**

- City Council declares the Police Department's 2001 Crown Victoria (VIN #2FAFP71W91X154152) as surplus property, and approves donating the vehicle to the College of the Redwoods Police Academy,
- and in the event that the academy determines it is cost prohibitive to put into training service, approve disposing of the vehicle via donation to the Rio Dell Volunteer Fire Department.

### **Background**

This vehicle was purchased in 2000 and has been in continuous service. The vehicle has significant mechanical problems associated with the suspension and the brake system. The engine is also showing signs of significant wear. Its present condition is such that it is cost prohibitive to repair the vehicle and make it safe for patrol operations.

Historically we have received somewhere in the neighborhood of \$100.00 to \$200.00 when we auction a surplus Crown Victoria, which barely recovers the costs for advertising the vehicle. I am also concerned that someone who was to win this vehicle in auction may not make the necessary investment to make the vehicle roadworthy. I have had a discussion with the police academy and while they are interested in using the vehicle for training purposes, they would have to be sure it was cost effective. If the repairs necessary are cost prohibitive, which they very well may be, they would not be interested in the vehicle.

The other option is to donate this vehicle to the Rio Dell Volunteer Fire Department for their training purposes as we did the prior police vehicle the department disposed of. The police department would participate in any training exercise associated with the vehicle and the city would benefit from the training experience. While this vehicle is in somewhat better mechanical condition than the previous vehicle I still have concerns about it being roadworthy and safe for the eventual owner. This vehicle was involved in a collision in 2007 involving some significant front end damage that was repaired.

**Budgetary Impact**

There is no budgetary impact

**Recommendation**

Approve action as described

**Attachments**

None

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



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
August 2, 2011**

TO: Mayor and Members of the City Council  
THROUGH: Ron Henrickson, City Manager  
FROM: Stephanie Beauchaine, Finance Director *SB*  
DATE: July 25, 2011  
SUBJECT: Gann Appropriations Limits for the year 2011-2012

**RECOMMENDATIONS**

Adopt Resolution No. 1118-2011 adopting the Gann Appropriations Limit for the year 2011-2012

**BACKGROUND AND DISCUSSION**

Article XIII B of the California State Constitution, more commonly referred to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1980 and placed limits on the amount of proceeds of taxes that state and local governmental agencies can appropriate and spend each year.

The limit is different for each agency and changes every year. The limit each year is based on the amount of tax proceeds that were authorized to be spent in Fiscal Year 1978-1979 in each agency and is modified for changes in inflation and population in each subsequent year. Inflationary adjustments are, by law, based on increases in the California per capita income or the increase in non-residential assessed valuation due to new construction. Population adjustments are based on city population growth or county population growth. The annual adjustment factors used in making this calculation are the cost of living adjustment-CPI based on the percentage change in California per capita income and the population adjustment based on the annual population change for the City.

For fiscal year 2011-2012, the City of Rio Dell's estimated tax proceeds to be received, as well as tax proceeds appropriated by the City Council, will, as in prior years, continue to be under the

legal limit. The Appropriations Limit for fiscal year 2011-2012 is \$1,076,946.43. This is the maximum amount of tax proceeds the City will be able to appropriate and spend this fiscal year.

Section 9710 of the State Government code, added in 1980 by the State Legislature, requires a governing body to annually adopt, by resolution, an Appropriations Limit for the following year. The City has not adopted an appropriations limit since 1995.

Attachment: Gann Appropriations Limit Calculation

**RESOLUTION NO. 1118-2011**

**A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF RIO DELL  
ADOPTING GANN APPROPRIATIONS LIMIT  
FOR THE YEAR 2011-2012**

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

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

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

**NOW, THEREFORE BE IT RESOLVED**, the City Council of the City of Rio Dell hereby adopts the Gann Appropriations limit of \$1,076,946.43 for year 2011-2012.

**I HEREBY CERTIFY** that the foregoing Resolution was duly introduced, passed and adopted at a regular meeting of the City Council of the City of Rio Dell, held on the 2<sup>nd</sup> day of August 2011 by the following vote:

AYES

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Karen Dunham, City Clerk

**Appropriations Limit Calculation  
2011-2012**

Prior Year Appropriations Limit		1,044,261.06
Adjustment Factors for the Current Year		
Population Change	1.01	
Inflation	1.03	
Total	<u>0.03</u>	
Annual Adjustment		<u>32,685.37</u>
Current Year's Appropriations Limit		<u><u>1,076,946.43</u></u>

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



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
August 2, 2011**

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director *SB*

DATE: July 28, 2011

SUBJECT: Resolution 1119-2011 Confirmation of the FY 2010-2011 Tax Assessment for financing of the 1978 Sewer Assessment Bonds

**RECOMMENDATIONS**

Approve Resolution 1119-2011 Confirmation of the FY 2010-2011 Tax Assessment for financing of the 1978 Sewer Assessment Bonds.

**BACKGROUND AND DISCUSSION**

In 1978 bonds were issued for the construction of wastewater infrastructure improvements within the City. At that time a sewer assessment was implemented for repayment.

Each year the City submits the sewer assessment charges by parcel to the County Auditor-Controllers office for inclusion on the current year property tax bill. Prior to submission, a resolution of the governing body is required for authorization for the levying of current year taxes/assessments.

The City's Fiscal Year 2011-2012 assessment to be levied totals \$26,341.53

**BUDGETARY IMPACT**

None.

Attachment: Sewer Assessment by Parcel

**RESOLUTION NO. 1119-2011  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF RIO DELL  
CONFIRMATION OF FISCAL YEAR 2011-2012 TAX ASSESSMENT  
1978 SEWER ASSESMENT BONDS**

**WHEREAS**, the City of Rio Dell City Council levied a 40 year tax assessment to fund the sewer infrastructure improvement project of 1978; and

**NOW THEREFORE BE IT RESOLVED**, that the City of Rio Dell City Council does hereby authorize the Humboldt County Auditor Controllers Office, for the thirty-first consecutive year, to place this assessment in the amount of \$26,341.53, on the tax roll effective July 1, 2011; and

**BE IT FURTHER RESOLVED**, The City of Rio Dell shall be solely liable and responsible, and will defend, indemnify and hold the County and this office harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City of Rio Dell by the County.

**PASSED AND ADOPTED** by the City of Rio Dell on this 2<sup>nd</sup> day of August, 2011.

Ayes:  
Noes:           None  
Abstain:       None  
Absent:

\_\_\_\_\_  
Julie Woodall, Mayor

ATTEST:

\_\_\_\_\_  
Karen Dunham, City Clerk



Sewer Assessment District #1

052053026000	52800	60.12
052011007000	52800	30.04
052051007000	52800	30.04
052051008000	52800	60.12
052051010000	52800	30.04
052051018000	52800	30.04
052051019000	52800	30.04
052051020000	52800	60.12
052051021000	52800	30.04
052052002000	52800	30.04
052052003000	52800	30.04
052053002000	52800	30.04
052053006000	52800	30.04
052053007000	52800	30.04
052053010000	52800	60.12
052053011000	52800	30.04
052053013000	52800	60.12
052053014000	52800	30.04
052053015000	52800	30.04
052053016000	52800	60.12
052053019000	52800	30.04
052053020000	52800	90.18
052053023000	52800	60.12
052054002000	52800	30.04
052054005000	52800	60.12
052054008000	52800	30.04
052054009000	52800	30.04
052054010000	52800	30.04
052054011000	52800	30.04
052054013000	52800	120.25
052054018000	52800	30.04
052054019000	52800	60.12
052054020000	52800	30.04
052054030000	52800	30.04
052061008000	52800	30.04
052061009000	52800	30.04
052061010000	52800	30.04
052061021000	52800	60.12
052061033000	52800	30.04
052061047000	52800	30.04
052061048000	52800	30.04
052061049000	52800	30.04
052061050000	52800	30.04
052061056000	52800	60.12
052071002000	52800	30.04
052071003000	52800	30.04

47

Sewer Assessment District #1

052071006000	52800	30.04
052071007000	52800	30.04
052071008000	52800	30.04
052071009000	52800	30.04
052071010000	52800	30.04
052071011000	52800	30.04
052072001000	52800	30.04
052072005000	52800	30.04
052072019000	52800	30.04
052072020000	52800	30.04
052072026000	52800	30.04
052072027000	52800	30.04
052072031000	52800	30.04
052072033000	52800	30.04
052072035000	52800	30.04
052072041000	52800	30.04
052072043000	52800	30.04
052081003000	52800	30.04
052081007000	52800	30.04
052081008000	52800	30.04
052081011000	52800	30.04
052081016000	52800	30.04
052081020000	52800	30.04
052081021000	52800	30.04
052081025000	52800	30.04
052081029000	52800	30.04
052081032000	52800	30.04
052081035000	52800	90.18
052081037000	52800	30.04
052081038000	52800	60.12
052081043000	52800	30.04
052082001000	52800	30.04
052082002000	52800	60.12
052082004000	52800	30.04
052082018000	52800	30.04
052082010000	52800	30.04
052082013000	52800	60.12
052091012000	52800	90.18
052091014000	52800	30.04
052091015000	52800	30.04
052092007000	52800	30.04
052101005000	52800	30.04
052101006000	52800	60.12
052101007000	52800	30.04
052102004000	52800	19.12
052102006000	52800	90.18

8/7

Sewer Assessment District #1

052111002000	52800	30.04
052111003000	52800	30.04
052111004000	52800	30.04
052111005000	52800	30.04
052111011000	52800	150.3
052111014000	52800	30.04
052112005000	52800	60.12
052112006000	52800	30.04
052122001000	52800	30.04
052122002000	52800	30.04
052122004000	52800	30.04
052122008000	52800	30.04
052122012000	52800	30.04
052122015000	52800	30.04
052122016000	52800	30.04
052122017000	52800	30.04
052122018000	52800	30.04
052122020000	52800	30.04
052122021000	52800	30.04
052122023000	52800	30.04
052131004000	52800	30.04
052131005000	52800	30.04
052131006000	52800	30.04
052131007000	52800	30.04
052131010000	52800	30.04
052131011000	52800	30.04
052131014000	52800	30.04
052131016000	52800	30.04
052141002000	52800	30.04
052141003000	52800	30.04
052141005000	52800	30.04
052141010000	52800	30.04
052152006000	52800	30.04
052152007000	52800	30.04
052152008000	52800	30.04
052152012000	52800	30.04
052152013000	52800	30.04
052152014000	52800	30.04
052152015000	52800	30.04
052152016000	52800	30.04
052152017000	52800	30.04
052152018000	52800	30.04
052152019000	52800	30.04
052152021000	52800	10.92
052152022000	52800	30.04
052152023000	52800	30.04

Sewer Assessment District #1

052152024000	52800	30.04
052152038000	52800	60.12
052152060000	52800	30.04
052153001000	52800	30.04
052153002000	52800	30.04
052153003000	52800	30.04
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052153005000	52800	30.04
052162005000	52800	30.04
052162008000	52800	30.04
052162009000	52800	30.04
052162013000	52800	30.04
052162020000	52800	90.18
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052171005000	52800	30.04
052171010000	52800	30.04
052171018000	52800	30.04
052172003000	52800	30.04
052181008000	52800	30.04
052201001000	52800	60.12
052201002000	52800	30.04
052201003000	52800	30.04
052201004000	52800	60.12
052201005000	52800	30.04
052201010000	52800	30.04
052201017000	52800	30.04
052202001000	52800	120.25
052202002000	52800	30.04
052202003000	52800	30.04
052202004000	52800	30.04
052202005000	52800	30.04
052202006000	52800	30.04
052202008000	52800	30.04
052202009000	52800	30.04
052202012000	52800	30.04
052202013000	52800	30.04
052202016000	52800	30.04
052211004000	52800	30.04
052211005000	52800	30.04
052211014000	52800	30.04
052211021000	52800	90.18
052211023000	52800	30.04
052212006000	52800	30.04
052212008000	52800	30.04
052213001000	52800	60.12
052213002000	52800	30.04

Sewer Assessment District #1

052213004000	52800	30.04
052213005000	52800	30.04
052213006000	52800	30.04
052213007000	52800	30.04
052213008000	52800	30.04
052222002000	52800	60.12
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052222005000	52800	30.04
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052223005000	52800	60.12
052223009000	52800	90.18
052224005000	52800	60.12
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052231006000	52800	30.04
052231009000	52800	30.04
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052231012000	52800	30.04
052231014000	52800	30.04
052231015000	52800	30.04
052232003000	52800	30.04
052232004000	52800	1202.48
052232006000	52800	30.04
052233003000	52800	90.18
052233004000	52800	60.12
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052233006000	52800	60.12
052233011000	52800	30.04
052233012000	52800	30.04
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052241096000	52800	60.12
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052241067000	52800	30.04
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052261041000	52800	30.04
052261052000	52800	30.04
052261054000	52800	30.04
052281001000	52800	30.04
052281006000	52800	30.04

Sewer Assessment District #1

052281009000	52800	30.04
052281013000	52800	30.04
052281016000	52800	30.04
052281018000	52800	30.04
052281019000	52800	30.04
052291002000	52800	30.04
052291005000	52800	30.04
052291007000	52800	30.04
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052291013000	52800	30.04
052291014000	52800	30.04
052291015000	52800	30.04
052291018000	52800	30.04
052291019000	52800	30.04
052291020000	52800	30.04
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052291022000	52800	30.04
052291023000	52800	30.04
052291024000	52800	30.04
052291026000	52800	30.04
052291028000	52800	30.04
052291029000	52800	30.04
052301012000	52800	60.12
052301014000	52800	60.12
052301015000	52800	30.04
052301016000	52800	30.04
052301020000	52800	30.04
052301021000	52800	30.04
052301023000	52800	30.04
052301026000	52800	30.04
052301028000	52800	30.04
052301045000	52800	30.04
052301034000	52800	30.04
052301038000	52800	60.12
052301042000	52800	30.04
052301043000	52800	30.04
052301044000	52800	30.04
052321003000	52800	30.04
052321007000	52800	30.04
052321008000	52800	30.04
052321009000	52800	30.04
052322012000	52800	30.04
052322013000	52800	30.04
052322021000	52800	30.04
052322027000	52800	30.04
052322033000	52800	30.04

52

Sewer Assessment District #1

052322039000	52800	120.25
052322040000	52800	30.04
052322042000	52800	30.04
052323002000	52800	30.04
052323003000	52800	30.04
053011031000	52800	30.04
053011024000	52800	30.04
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053021008000	52800	30.04
053021009000	52800	30.04
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053021011000	52800	30.04
053021024000	52800	30.04
053021030000	52800	30.04
053021034000	52800	30.04
053021038000	52800	30.04
053021040000	52800	30.04
053021042000	52800	30.04
053021044000	52800	30.04
053021048000	52800	30.04
053021049000	52800	30.04
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053021053000	52800	30.04
053021054000	52800	30.04
053021058000	52800	30.04
053021061000	52800	30.04
053022002000	52800	30.04
053022005000	52800	30.04
053022011000	52800	30.04
053022012000	52800	30.04
053022013000	52800	30.04
053022015000	52800	30.04
053022017000	52800	30.04
053022019000	52800	30.04
053022026000	52800	30.04
053022027000	52800	30.04
053023003000	52800	30.04
053023005000	52800	30.04
053023006000	52800	30.04
053023007000	52800	30.04
053023010000	52800	30.04
053023017000	52800	30.04
053023038000	52800	60.12
053023026000	52800	30.04
053023029000	52800	30.04
053023031000	52800	30.04

Sewer Assessment District #1

053023032000	52800	30.04
053023033000	52800	60.12
053051006000	52800	30.04
053051010000	52800	30.04
053051012000	52800	30.04
053071002000	52800	60.12
053071003000	52800	30.04
053071004000	52800	30.04
053071005000	52800	30.04
053072001000	52800	60.12
053072002000	52800	30.04
053072003000	52800	30.04
053072004000	52800	30.04
053072005000	52800	30.04
053072006000	52800	30.04
053072007000	52800	30.04
053072010000	52800	30.04
053073002000	52800	30.04
053073004000	52800	30.04
053073006000	52800	30.04
053074001000	52800	60.12
053074002000	52800	60.12
053074003000	52800	30.04
053074005000	52800	30.04
053075002000	52800	60.12
053075003000	52800	30.04
053075005000	52800	30.04
053075006000	52800	30.04
053075007000	52800	30.04
053083008000	52800	30.04
053083009000	52800	60.12
053083011000	52800	30.04
053083017000	52800	30.04
053083019000	52800	60.12
053083021000	52800	30.04
053083022000	52800	60.12
053091001000	52800	30.04
053091002000	52800	30.04
053091004000	52800	30.04
053091005000	52800	30.04
053091006000	52800	30.04
053092001000	52800	30.04
053092004000	52800	30.04
053092005000	52800	30.04
053093001000	52800	30.04
053093002000	52800	30.04

54



Sewer Assessment District #1

053094002000	52800	30.04
053094003000	52800	30.04
053094004000	52800	30.04
053094005000	52800	30.04
053094006000	52800	30.04
053095001000	52800	30.04
053095002000	52800	30.04
053095003000	52800	30.04
053095004000	52800	30.04
053095005000	52800	30.04
053095006000	52800	30.04
053095007000	52800	30.04
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053095013000	52800	30.04
053095014000	52800	30.04
053095015000	52800	30.04
053095017000	52800	30.04
053095019000	52800	30.04
053095020000	52800	30.04
053095021000	52800	30.04
053096001000	52800	60.12
053096008000	52800	120.25
053096003000	52800	90.18
053096004000	52800	30.04
053096005000	52800	30.04
053096006000	52800	30.04
053096007000	52800	60.12
053101001000	52800	30.04
053101005000	52800	120.25
053101006000	52800	30.04
053101007000	52800	90.18
053101009000	52800	30.04
053101011000	52800	30.04
053101012000	52800	30.04
053101013000	52800	30.04
053101014000	52800	30.04
053101015000	52800	30.04
053101016000	52800	30.04
053102001000	52800	60.12
053102003000	52800	30.04
053102005000	52800	30.04
053102006000	52800	30.04
053102007000	52800	30.04
053102008000	52800	30.04
053102009000	52800	19.12
053102012000	52800	30.04

Sewer Assessment District #1

053102014000	52800	30.04
053102015000	52800	30.04
053102017000	52800	30.04
053102019000	52800	60.12
053102020000	52800	30.04
053102021000	52800	30.04
053103001000	52800	30.04
053103002000	52800	30.04
053103003000	52800	30.04
053103004000	52800	30.04
053103005000	52800	30.04
053103006000	52800	30.04
053103009000	52800	30.04
053103013000	52800	30.04
053103021000	52800	90.18
053104001000	52800	30.04
053104002000	52800	30.04
053104004000	52800	30.04
053104005000	52800	30.04
053104007000	52800	30.04
053104010000	52800	30.04
053111001000	52800	30.04
053112001000	52800	30.04
053112003000	52800	30.04
053112004000	52800	30.04
053113001000	52800	30.04
053113002000	52800	30.04
053113004000	52800	30.04
053113005000	52800	30.04
053114002000	52800	30.04
053114003000	52800	60.12
053114004000	52800	30.04
053114008000	52800	30.04
053114010000	52800	30.04
053115002000	52800	30.04
053115003000	52800	30.04
053115004000	52800	30.04
053115005000	52800	60.12
053115006000	52800	30.04
053115007000	52800	210.43
053115009000	52800	90.18
053115010000	52800	30.04
053115011000	52800	30.04
053115013000	52800	30.04
053115015000	52800	30.04
053115016000	52800	60.12

Sewer Assessment District #1

053115017000	52800	30.04
053115018000	52800	30.04
053121001000	52800	30.04
053121002000	52800	30.04
053121003000	52800	30.04
053121004000	52800	30.04
053121006000	52800	30.04
053121007000	52800	30.04
053121010000	52800	30.04
053121012000	52800	30.04
053121013000	52800	30.04
053121014000	52800	30.04
053121020000	52800	60.12
053121022000	52800	30.04
053121023000	52800	30.04
053121024000	52800	30.04
053121025000	52800	30.04
053121026000	52800	30.04
053121030000	52800	60.12
053121031000	52800	30.04
053121032000	52800	30.04
053121033000	52800	30.04
053121034000	52800	30.04
053121037000	52800	30.04
053121039000	52800	30.04
053122001000	52800	30.04
053122002000	52800	30.04
053122003000	52800	30.04
053122004000	52800	30.04
053122005000	52800	30.04
053122006000	52800	30.04
053122008000	52800	30.04
053122009000	52800	30.04
053122010000	52800	30.04
053122012000	52800	30.04
053122013000	52800	30.04
053122014000	52800	30.04
053122016000	52800	30.04
053122017000	52800	30.04
053122019000	52800	30.04
053122020000	52800	30.04
053122023000	52800	30.04
053131004000	52800	30.04
053131005000	52800	30.04
053131007000	52800	30.04
053131008000	52800	30.04

Sewer Assessment District #1

053131009000	52800	30.04
053131010000	52800	60.12
053131011000	52800	30.04
053131013000	52800	60.12
053132005000	52800	30.04
053132006000	52800	60.12
053132007000	52800	30.04
053132009000	52800	30.04
053132010000	52800	30.04
053133001000	52800	30.04
053133002000	52800	30.04
053133003000	52800	120.25
053133005000	52800	30.04
053133006000	52800	60.12
053133007000	52800	30.04
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Sewer Assessment District #1

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Sewer Assessment District #1

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053173004000	52800	120.25
053173005000	52800	30.04
053173006000	52800	30.04
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053191021000	52800	30.04
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053212024000	52800	30.04

Receipts  
 Total to County 26,341.53

607

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



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
August 2, 2011**

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director *SB*

DATE: July 28, 2011

SUBJECT: Labor Compliance Contracts for the Phase II Sewer Effluent Disposal and Facility Plan Project

**RECOMMENDATIONS**

Authorize the City Manager to execute contracts with North Valley Labor Compliance Services not to exceed \$48,000 and SHN Consulting Engineers not to exceed \$16,400.

**BACKGROUND AND DISCUSSION**

The City is currently out to bid on the Wastewater Effluent Disposal and Facility Plan Project which is subject to California Prevailing wage law regulated by the department of industrial relations.

Pursuant to Senate Bill 278, the City is required to implement and enforce a labor compliance program to ensure the proper payment of prevailing wages. To ensure compliance the City issued two Requests for Proposals for Labor Compliance Services and received two responses; One to complete labor compliance services, and the other to conduct the on-site interviews for the labor compliance consultant. Both proposals received were from reputable companies with excellent reputations and include the following services:

1. Education and training of City staff on labor compliance monitoring as necessary
2. Certified Payroll Review
3. Site Monitoring/On-Site Interviews
4. Audit and Investigation
5. Reporting

## 6. Enforcement

Although the City has not yet awarded the construction contract on this project, engagement of labor compliance services is necessary to ensure labor compliance program staff will be available at the pre-construction meeting, and to meet changing California laws related to labor compliance.

The City's initial estimate for labor compliance services was \$100,000. We are very pleased that the proposals received are significantly less than initial projections totaling only \$64,400, a cost savings of \$35,600.

The City Attorney has reviewed the contract and approved as to its form.

### **BUDGETARY IMPACT**

Total award not to exceed \$64,400 to be paid by the City's State Revolving Fund Contract expected to be issued

Attachment: North Valley Labor Compliance Contract; SHN Contract



**PROFESSIONAL SERVICES AGREEMENT FOR  
LABOR COMPLIANCE CONSULTING SERVICES  
BETWEEN  
THE CITY OF DELL RIO  
AND  
NORTH VALLEY LABOR COMPLIANCE SERVICES**

This Professional Services Agreement for labor compliance consulting services (“Agreement”) is made and entered into this \_\_\_\_\_, by and between **THE CITY OF DELL RIO** (THE “District”) and **NORTH VALLEY LABOR COMPLIANCE SERVICES** (THE “Consultant”).

**RECITALS**

This Agreement is entered into in consideration of the following matters:

**WHEREAS**, under California Labor Code sections 1720-1860, all workers employed on a public works contract must be paid the prevailing rate of per diem wages;

**WHEREAS**, the Department of Industrial Relations (“DIR”) has established regulations governing the payment of prevailing wages on public works contracts;

**WHEREAS**, under Senate Bill No. 278 (“SB 278”), any project using funds derived from the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50 and 84) is required to implement and enforce a Labor Compliance Program (“LCP”) to ensure the payment of prevailing wages for any project using such funds;

**WHEREAS**, the Consultant prepared a Labor Compliance Program which was approved by the DIR on February 9, 2006.

**WHEREAS**, the District is in need of professional services for labor compliance consulting for water treatment upgrade. (“Project”);

**WHEREAS**, THE Consultant has the necessary qualifications to provide such services for the Project; and

**WHEREAS**, the parties desire by this Agreement to establish the terms and conditions for retention of the Consultant to provide the professional services described here.

## AGREEMENT

**NOW, THEREFORE**, the District and the Consultant do agree as follows:

### **PART I DEFINITIONS**

Senate Bill 278 shall mean Senate Bill 278, which requires the body awarding any contract for a public works project financed in any part with funds made available by the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Division 26.5 (commencing with Section 79500) of the Water Code) shall adopt and enforce, a labor compliance program pursuant to subdivision (b) of Section 1771.5 for application to that public works contract.

Additional Services shall mean any services not provided for under this Agreement and as defined in Part II, Section 4 hereof.

Agreement shall mean this Professional Services Agreement as the same now exists, or as it may, from time to time be amended by any supplemental agreement entered into by the parties pursuant to the provisions hereof.

Bond Acts shall mean the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002.

District shall mean Pacific Coast Fish, Wildlife and Wetlands Restoration Association.

Consultant shall mean North Valley Labor Compliance Services.

Compensation shall mean the costs of Services as established in the Compensation Scheduled attached hereto as Exhibit "B".

Department of Industrial Relations or DIR shall mean the California Department of Industrial Relations.

Effective Date shall mean the date of execution of this Agreement.

Labor Compliance Program or LCP shall mean the North Valley Labor Compliance Program as adopted by the District and approved by the DIR on February 9, 2006; I.D. No. 2005.00466.

Menu of Services shall mean the list of tasks to be provided by the Consultant under this Agreement as presented in Exhibit "A".

Project(s) shall mean “The Water Treatment Upgrade” using funds derived from the Bond Acts, or as otherwise directed by the District.

Services or Work shall mean the labor compliance consulting services provided by the Consultant under this Agreement.

Site shall mean any real property owned or leased by the District for which funds derived from the Bond Acts may be used to improve the property and are subject to the requirements of Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002, or as otherwise directed by the District.

## **PART II PROFESSIONAL SERVICES: TERMS & CONDITIONS**

### **Section 1 – Purpose**

The purpose of this Agreement is as follows:

- a. To establish the terms and conditions for the provision of labor consulting services by the Consultant to the District.
- b. To establish the Menu of Services to be provided by the Consultant.
- c. To set forth the relationship between each party and establish the duties and responsibilities of each party hereunder.

### **Section 2 – Menu of Services**

The Consultant shall provide the District with the Services described in the Menu of Services attached hereto as Exhibit “A”.

### **Section 3 – Compensation**

- a. The Consultant shall be compensated based on the hourly rates set forth in Exhibit “B” and within the not to exceed amounts designated for each project therein. The Consultant shall not perform any work in excess of the not to exceed amounts listed in Exhibit “B” without the written consent of the District. The Consultant shall be reimbursed for appropriate direct costs, other than administrative overhead and salary costs in accordance with the schedule set forth in Exhibit “C”, provided however that the Consultant may not charge an hourly rate for travel time.
- b. The Owner shall compensate Consultant, North Valley Labor Compliance Services (“NVLCS”) for performing Additional Services described in Exhibit “D”, within timeframes established in Part II Section 3 b. These additional services can exceed the NOT TO EXCEED value for project.

- c. The District shall pay the Consultant within thirty (30) calendar days of receipt of Consultant's monthly invoice, which will set forth the hours actually worked in each billing period and the project to which such hours apply.
- d. Invoices shall be sent to: The City of Dell Rio.

#### **Section 4 – Additional Services**

The Consultant shall not be compensated for any Services other than those described in the Menu of Services ("Additional Services" Exhibit "D"), except as provided in this paragraph. If Additional Services seem merited by the Consultant or the District, and informal consultations between the parties indicate that such Services are warranted, the Additional Services shall be approved in writing by the District in the following manner: a letter outlining the Additional Services shall be forwarded to the District by the Consultant with a statement of estimated cost changes to the fee or time schedule. The District shall review the letter and may approve or reject the Additional Services and costs proposed in the letter. The letter shall be executed by both parties before performance of any such Additional Services or the District will not be required to pay for the changes in the Menu of Services.

#### **Section 5 – Maintenance of Records**

Books, documents, papers, accounting records, and other evidence pertaining to Work done and costs incurred pursuant to this Agreement shall be maintained by the Consultant and made available for inspection, audit and copying by the District or DIR at all reasonable times during the term of this Agreement and for three (3) years after the close-out date of each Project or as otherwise required by law. Upon expiration of the three (3) year period, the Consultant shall return the records to the District.

#### **Section 6 – Owner's Responsibilities**

- a. The Owner shall provide to NVLCS complete information regarding the Owner's requirements for the Program.
- b. The Owner shall examine information submitted by NVLCS and shall render decisions pertaining thereto promptly.
- c. The Owner shall furnish legal, accounting, contract review and insurance counseling services as may be necessary for the Program.
- d. The Owner shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with NVLCS, consistent with this Agreement. At the request of NVLCS, sufficient copies of the Contract Documents shall be furnished to NVLCS to permit the timely performance of services, by the Owner at the Owner's expense.

## **Section 7 – Ownership and Use of Work**

All documents and materials prepared pursuant to this Agreement shall be considered the property of the District for which it was prepared, and will be turned over to the District upon demand, but in any event upon completion of the Work. The District has the right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other documents and materials prepared under this Agreement without the permission of the Consultant. All documents and materials shall be delivered in a reproducible form. As used herein, “documents and materials” include, but are not limited to, any original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, and computer files prepared or developed pursuant to this Agreement.

## **Section 8 – Findings Confidential**

Any reports, information, data or materials given to or prepared or assembled by the Consultant under this Agreement are confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the District.

## **Section 9 – Conflict of Interest**

The Consultant hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired during the term of this Agreement that would conflict in any manner with the performance of Services pursuant to this Agreement.

## **Section 10 – Term of Agreement**

The initial term of this Agreement shall be for one (1) year from the Effective Date with completion of the project (all certified payroll documents received) to commence on July 19, 2011. It is intended that this Agreement can be extended or amended consistent with the intent of the parties, the requirements of the Department of Industrial Relations and the California Labor Code and in accordance with Part II, Section 26 hereof.

## **Section 11 – Time of Performance**

Neither the District nor the Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**Section 13 – Compliance with Law**

- a. The Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. If the Consultant's failure to comply with applicable laws, ordinances, codes and regulations results in a claim for damage or liability to the District, The Consultant shall be responsible for claim for damage or liability to the District, the Consultant shall be responsible for indemnifying and holding the District harmless as provided in this Agreement.
- b. The Consultant shall assist the District, as requested, in obtaining and maintaining all permits, if any, required of the Consultant by federal, state and local regulatory agencies.

**Section 14 – Standard of Care**

The Consultant's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

**Section 15 – Assignments**

The Consultant is retained as an independent consultant and is not an agent or employee of the District. No employee or agent of the Consultant shall by this Agreement become an agent or employee of the District. The Consultant shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever, except as specifically provided in writing by the District.

**Section 16 – Integration**

This Agreement represents the entire understanding of the District and the Consultant as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. To the extent that any provision or clause contained in an attachment to this Agreement conflicts with a provision or clause in the Agreement, the provision or clause in this Agreement shall control. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.

## **Section 18 – Insurance**

- a. Professional Liability Insurance Errors and Omissions. The Consultant shall provide professional liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) aggregate.
- b. Other Provisions.
  1. NVLCS shall procure and maintain insurance during the progress of its work on the Project, with reliable insurance companies, on forms acceptable to Owner.
  2. Evidence Required. Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required here. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.
  3. NVLCS shall also provide Certificates of Insurance or other evidence of insurance as requested by Owner to Owner within thirty (30) days after receipt by NVLCS of a signed version of this Agreement. The certificates shall provide that there will be no cancellation, reduction, or modification of coverage without ten (10) days prior written notice to the Owner.

## **Section 19 – Mutual Indemnity**

- a. NVLCS shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify and hold Owner harmless from and against any and all liens and claims asserted by firms or individuals claiming through NVLCS, and all claims liability, loss, damage, costs, or expenses, including reasonable attorney's fees, expert's fees, awards, fines, or judgments, arising by reason of any claim for the death or bodily injury to persons or injury to property, to the extent caused by NVLCS' negligence or willful misconduct. However, NVLCS shall not be obligated under this Agreement to indemnify Owner to the extent that the damage is caused by the negligence or willful misconduct of Owner or its agent or servants other than NVLCS.
- b. Waiver of Subrogation: The Owner and NVLCS waive all rights against each other and against the Contractor, Design Professionals, consultant, agents, and employees of the other for damages during construction covered by any property insurance as set forth in the Construction Contract.

**Section 20 – Law, Venue, and Attorneys’ Fees**

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situation in the County of Sutter, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney’s fees, as determined by the court.

**Section 21 – Termination or Abandonment**

- a. The District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to the Consultant. In the event such notice is given, the Consultant shall cease immediately all Services in progress.
- b. The Consultant may terminate this Agreement at any time upon thirty (30) days written notice of termination to the District.
- c. If any party hereunder fails to perform any material obligation under this Agreement, then, in addition to any other remedies, the non-breaching parties may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement, all property belonging to the District which is in Consultant’s possession shall be returned to the District. The Consultant shall furnish the District with a final invoice for Services performed by the Consultant. The District shall have no obligation to pay the Consultant for Services performed after termination of this Agreement.

**Section 22 – Notice**

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

**DISTRICT:**

**City of Dell Rio**

675 Wildwood Ave.  
Rio Dell, CA 95562  
Phone:  
Fax:

**CONSULTANT:**

**North Valley Labor  
Compliance Services**

1282 Stabler Lane Suite 630-#197  
Yuba City, CA 95993  
Phone: (530) 674-3033  
Fax: (530) 674-3815  
Attention: Carolyn Lay

and shall be effective upon receipt thereof.



**Section 23 – Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

**Section 24 – Severability**

The unenforceability, invalidity or illegality of any provision(s) or portion thereof of this Agreement shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Agreement shall not constitute a waiver of any other portion thereof.

**Section 25 – Time of Essence**

Time is of the essence for each and every provision of this Agreement.

**Section 26 – Successors and Assigns**

This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by the Consultant without prior written consent of the District.

**Section 27 – Amendments**

This Agreement shall not be amended, modified or changed in any way without the prior written consent of the District.

**Section 28 – Interpretation**

The agreements contained herein shall not be construed in favor of or against any party but shall be construed as if all parties prepared this Agreement.

**Section 29 – Counterparts**

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

**Section 30 – Exhibits and Recitals**

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

DATE: \_\_\_\_\_ DISTRICT: **CITY OF DELL RIO**

By: \_\_\_\_\_  
(signature)

Name:  
Title:

DATE: 7/19/11 \_\_\_\_\_ CONSULTANT: **NORTH VALLEY LABOR COMPLIANCE SERVICES**

By: Carolyn Lay \_\_\_\_\_  
(signature)

Name: Carolyn Lay  
Title: Owner

Federal Tax I.D. Number 20-3064636

## EXHIBIT "A"

### MENU OF SERVICES

#### I. EDUCATION

##### **TASK: GENERAL CONSULTING**

1. The Consultant shall provide the District and its facilities staff with general consulting services on labor compliance, as required by the District.
2. The Consultant shall cooperate and assist the District's construction management team, legal counsel, and other District consultants with issues related to labor compliance as necessary.
3. The Consultant shall remain apprised of any changes, additions or other modifications to applicable labor law.

##### **TASK TRAINING**

1. The Consultant shall provide labor compliance training for the following individuals and entities: (a) the District's facilities department, (b) construction managers, (c) and any other District consultants that may require such training.

#### II. MONITORING & REVIEW

##### **TASK: REVIEW OF CERTIFIED PAYROLL RECORDS**

1. The Consultant shall review certified payrolls on a weekly basis for completeness and inclusion of all required information including:
  - Employee's full name, address and social security number.
  - Amount paid per hour (including amounts paid for health plans, pensions, training fund contributions, etc.)
  - Delay regular, overtime, and holiday hours and weekly totals.
  - Gross/net wages paid for project.
  - Contractor's full name and address.
  - Project name and location.
  - Dates of payroll.
  - Certification under penalty of perjury by authorized representatives of contractors or subcontractors.
2. The Consultant shall perform a more detailed review of certified payroll records for possible irregularities on a monthly basis. These reviews shall consist of randomly selected certified payroll records for a cross section of workers for each

of the District's projects. The Consultant shall determine whether wages and fringe benefits paid correlate with DIR prevailing wage rates, that overtime and holiday hours are correctly calculated and paid and any information obtained through field interviews corresponds to the certified payroll records. The Consultant's review should provide a high level of confidence that submitted certified payrolls are true and correct.

3. If in performing the random certified payroll review, the Consultant discovers an irregularity, the Consultant shall send a weekly email encompassing all deficiencies with all contractors. A letter will be sent to each contractor that shall request clarification of the irregularity. The letter shall allow the contractor to respond within ten (10) days of receipt of the letter. If no clarification is received from the contractor, the Audit and Investigation Tasks, as described below, shall commence.

#### **TASK: SITE MONITORING**

1. The Consultant shall create a site interview form and perform on site interviews with workers on each site assigned. The interviews are established to ensure that all workers are being paid the prevailing wage, overtime, weekends and holidays are paid according to CA Labor Laws and the apprentice ratios are being met.

#### **TASK: RECEIPT OF CLAIMS/COMPLAINTS BY WORKERS**

1. The Consultant shall develop and submit for the District's review, a standard procedure for receiving and recording any claims or complaints submitted by a worker for the failure to pay prevailing wages or comply with the District's LCP.
2. The Consultant shall investigate the claim in accordance with the procedures set forth below in Section III, Audit and Investigation.
3. Once an investigation and audit have been completed, the Consultant shall provide written responses to the District and claimant within ten (10) working days.

### **III. AUDIT & INVESTIGATION**

#### **TASK: INVESTIGATION OF IRREGULARITIES OR CLAIMS**

If the contractor does not sufficiently clarify irregularities within ten (10) days of receiving the clarification letter or a worker files a claim against the contractor or a subcontractor, the Consultant should investigate the claim within ten (10) days of receiving the claim or fifteen (15) days after sending the clarification letter. The Consultant shall keep all documents and records produced from the investigation in a central location. Investigating the irregularity or claim may include, but not be limited to, the following, depending on the size of the project and nature of the irregularity:

1. A more detailed review of the certified payroll records, including, but not limited to a line by line review for all workers of the contractor or subcontractor for which the irregularity has occurred.
2. The Consultant may request the site monitor to conduct additional on-site interviews to interview additional workers of the contractor or subcontractor for which the irregularity has occurred.
3. Audit in accordance with the procedures set forth below.

#### **TASK: AUDIT**

An audit consists of inquiring into the contractor or subcontractor's compliance with applicable labor law requirements. The Consultant must conduct an audit if a contractor does not clarify an irregularity with the payroll records or a worker files a complaint. The Consultant shall complete the audit within thirty (30) days of receiving a worker's complaint or claim or within forty-five (45) days of sending the clarification letter. The Consultant must maintain all records and documents produced from the audit. The following items should be reviewed in the audit:

1. Employment of apprentices, including review of certified payroll records to ensure proper apprenticeship wages are being paid, verification that apprentices hired are certified, verification that the contractor has contributed the proper amount to the apprenticeship training fund, and verification that the proper number of apprentices have been hired.
2. Illegal taking of wages.
3. Detailed review of certified payroll records which may include a line by line review of all weekly certified payroll records to ensure payment of prevailing wages.
4. Assign the site monitor to conduct additional interviews of workers and provide the reports to the Consultant. The Consultant will review certified payroll and compare to site monitors reports to accompany the audit reports.

If upon completion of an audit and investigation, a violation has been found, the Consultant shall notify the District's Labor Compliance Officer within five (5) days of completion of the audit and investigation.

#### **IV. REPORTING**

The Consultant shall assist District staff, if requested, in the preparation of an annual report for the District's governing board and DIR. At minimum, the annual report shall contain the following items:

1. Number of public works contracts awarded using funds derived from the Bond Acts and total value of funds.
2. Summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates.
3. Total amount of money withheld from contract payments.
4. Total amount of money recovered by action in court.
5. Summary of penalties and forfeitures imposed and withheld or recovered in court.
6. Number, description and total value of contracts awarded that were exempt under Labor Code section 1771.5(a). The exemption in Labor Code Section 1771.5(a) allows a school district to exempt certain projects under \$25,000 in value for new construction and \$15,000 for modernization. The exemption ONLY applies if a school district uses its LCP for all projects, not just projects funded from the Bond Acts. This items does not need to be included in the report if a district is not implementing its LCP for all of the school district's projects.

## **V. ENFORCEMENT**

### **TASK: WITHHOLDING OF CONTRACT PAYMENTS**

1. Within ten (10) days of finding a violation of the District's LCP or applicable labor law, the Consultant must calculate the withholding of contract payments. In calculating the withholding, the Consultant must add the amount equal to the underpayment by the contractor with the amount of penalties assessed. The amount equal to underpayment shall be the sum of 1) the difference between the amounts paid to workers and the correct DIR prevailing wage rate determinations; 2) the estimated amounts of illegal taking of wages; and 3) the amount of funds not contributed to the apprenticeship training fund. Penalties assessed shall include up to \$50 per day for each calendar day per worker that is not paid the correct wage and up to \$25 per day for each calendar day a worker is required to work more than 8 hours per day, 40 hours per week and not paid overtime.
2. The Consultant shall send the Notice of Deadlines of Forfeiture to the contractor and DIR within three (3) days after the withholding amount has been calculated.
3. The Consultant shall send a Notice of Withholding of Contract Payments and Notice of Right to Review to the contractor and DIR within ten (10) days of receiving DIR approval of the forfeiture amount.
4. The Consultant shall distribute the forfeited sums within fifteen (15) days after the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments or receipt of the DIR final order, whichever comes first.

END OF EXHIBIT "A"

**EXHIBIT "B"**

**COMPENSATION SCHEDULE**

**I. Hourly Rates**

<b>POSITION</b>	<b>RATE/HOUR</b>
Carolyn Lay, Senior Labor Compliance Officer	\$75.00
Labor Compliance Specialists (staff)	\$75.00
Clerical Staff	\$25.00

**II. Not to Exceed Amount Per Project**

<b>PROJECT</b>	<b>AMOUNT</b>
City of Dell Rio, Water Treatment Upgrade.	Total Not to Exceed Amount for this project.
	NTE = \$48,000.00

## **EXHIBIT "C"**

### **ALLOWABLE REIMBURSABLE**

NVLCS will be reimbursed for reasonable expenses incurred in conjunction with the project. The items allowable for reimbursement are as follows:

1. Cost of travel to and from job sites, pre-bid conferences, contract signings and labor compliance workshops at a rate of .50 cents per mile.
2. Cost of printing and distributing documentation and reports at 10 cents per copy.
3. Cost of office supplies, file folders, labels, pens, etc.
4. Flat fee for office equipment to be used, copy machine, projector, laptop, computers, printers, telephones and fax machine a-flat fee to be \$250.00 per month.
5. Cost of postage, UPS, Federal Express, and other deliveries.
6. Cost of sub-consultants hired by Consultant as approved by Owner in advance.
7. Cost of other items as required, with prior approval from Owner.

END OF EXHIBIT "C"

## **EXHIBIT "D"**

### **ADDITIONAL SERVICES**

At the request of the Owner, NVLCS shall perform Additional Services and NVLCS shall be compensated for same as provided in Part II Section 3 a. & c. at the rate established in EXHIBIT "B" , which may EXCEED the NOT TO EXCEED value for each project.

1. Preparation for and serving as a witness in connection with any public or private HEARING or arbitration, mediation, disciplinary or enforcement action, or legal proceeding.



## Service Agreement

This Agreement is made this \_\_\_ day of \_\_\_\_\_ 2011, between the City of Rio Dell, subsequently referred to as "CLIENT," and SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash Ave., Eureka, California, a California Corporation, subsequently referred to as "SHN." The work under this contract will be under the direction of Arnie Herskovic, MCP (located at SHN Consulting Engineers & Geologists, Inc., 812 W. Wabash, Eureka, California 95501.

### 1. Project

- A. By joining in this Agreement, CLIENT retains SHN to provide consulting labor compliance interview services for the City of Rio Dells' Wastewater system project of that property located in Rio Dell, California, and subsequently referred to as "Project."
- B. CLIENT is aware that no work will begin until both CLIENT and SHN sign this Agreement.

### 2. Scope of Services

- A. By this Agreement, the scope of SHN's services is limited to:
  - (i) Labor Compliance interview services
  - (ii) coordination with prime contractor and City staff
- B. SHN will not be responsible for the following services:
  - (i) Annual report preparation or grant reporting
  - (ii) Any services not specifically listed under 2A above
- C. There will be no additions or deletions without the written consent of both parties. Scope, schedule, and fees will be negotiated and agreed to before any additional work is provided.

### 3. Work Schedule

- A. SHN will perform the services described in the Scope of Services, in conformance with the following schedule:  
Starting on September 1, 2011, for a period of 18 months thereafter.
- B. Schedule extensions will be agreed to for any delay that is beyond the control of SHN. SHN shall not be liable for damages arising out of any such delay and shall not be deemed to be in breach of this agreement as a result thereof.

### 4. General Conditions

The following general conditions are incorporated into and made part of this Agreement:

- A. CLIENT will provide SHN with all available information concerning this Project, including a reproducible base map, as necessary.
- B. In order to complete the work, CLIENT will provide the right of entry for SHN and subcontractor personnel.

- C. While SHN will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless otherwise noted.
- D. In the execution of work, SHN will take all reasonable precautions to avoid damage to surface and subsurface structures and/or utilities. CLIENT agrees to hold SHN harmless for any damages to subsurface structures and/or utilities that are not called to SHN's attention and are not currently shown on the plans furnished or otherwise identified by CLIENT.

In the course of performing the Scope of Services as outlined in this Agreement, previously unknown or unidentified hazardous materials or substances may be encountered. In such event, SHN will not be considered the Owner, in control of, or responsible for said materials. SHN's sole responsibility will be to notify CLIENT of said hazardous materials and possible courses of action for CLIENT to pursue. All work on the Scope of Services outlined in this Agreement will cease until hazardous conditions have been resolved. Any additional work with regard to the hazardous material mitigation measures will be subject to negotiation of a new Agreement. CLIENT agrees to indemnify, defend, and hold SHN, its agents, employees, officers, directors, and independent contractors harmless from any liability relating to or arising from the breach of CLIENT's duties hereunder.

In addition, if cross-contamination of aquifers or other hydrous bodies should occur, CLIENT waives any and all claims against SHN and agrees to defend, indemnify, and hold SHN harmless from any claim or liability for injury or loss that may arise as a result of alleged cross-contamination caused by the work. CLIENT further agrees to compensate SHN for any time spent or expenses incurred by SHN in defense of any such claim, in accordance with SHN's prevailing fee schedule and expense reimbursement policy.

- E. Services performed by SHN under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily expected by members of the profession currently practicing in the same locality, under similar conditions. SHN will comply with all applicable laws, rules, and regulations.
- F. No representation, express or implied, of warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
- G. CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by SHN.
- H. The data, interpretations, and recommendations of SHN are based solely on the information available to SHN. SHN will be responsible for its data, interpretations, and recommendations, but will not be responsible for interpretations of the developed information made by others.
- I. Unless express provisions to the contrary are provided herein, SHN shall retain ownership and all copyrights to any plans, specifications, reports, and any other documents it creates for CLIENT, its agents, or assigns. Upon payment to SHN as set forth herein, CLIENT is merely granted a license to use such documents for the Project described herein.

- J. In such a case where CLIENT requests that SHN provide machine-readable information and data regarding PROJECT to CLIENT or CLIENT's authorized agent, SHN shall not be liable for claims, liabilities, or losses arising out of or in connection with:
- (i) the modifications or misuse by CLIENT, or anyone authorized by CLIENT of such electronic data;
  - (ii) decline of accuracy of readability of electronic data due to inappropriate storage conditions or duration; or
  - (iii) any use by CLIENT, or anyone authorized by CLIENT, of such electronic data, for additions to this project, for the completion of this project by others for generation of as-built drawings, or for any other project, excepting only such use as is authorized, in writing, by SHN.

Drawings shall not be interpreted as being true scale documents of the proposed work. CLIENT by acceptance of such electronic data, agrees to indemnify SHN for damages and liability resulting from the modification, use, or misuse of such electronic data, as described above.

- K. Neither CLIENT nor SHN may delegate, assign, sublet, or transfer their duties or interest in this Agreement without the written consent of the other party.
- L. Should litigation or arbitration occur between the two parties related to the provisions of this Agreement, all reasonable and necessary litigation or arbitration expenses, collection expenses, witness fees, SHN staff time at billing rates effective at the time of litigation or arbitration, CLIENT staff time, court costs, and attorneys' fees incurred by the prevailing party shall be paid by the non-prevailing party. This Agreement shall be governed by the laws of the State of California, and any litigation or arbitration shall be venued in the County of Humboldt.
- M. Any opinion of the capital, construction, or operating costs of the facilities or operations related to the Scope of Services and prepared by SHN, represents SHN's judgment as a professional and is supplied for the general guidance of the CLIENT. Because SHN has no control over the cost of labor, material, or equipment, or over the competitive bidding or market conditions, SHN does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the CLIENT.
- N. Unless noted otherwise in this Agreement, it is mutually assumed all work performed by SHN is not subject to State or Federal prevailing wages. If it is subsequently determined that work performed is subject to Prevailing Wages, CLIENT shall compensate SHN 1.3 times the difference between actual wage paid and prevailing rate required, plus any penalties.
- O. This Agreement shall be terminated as follows:
- (i) Upon completion of the Scope of Services and receipt of all compensation due to SHN; or
  - (ii) Upon receipt by either party from the other of ten (10) days' written notice of termination. In such event, SHN shall be compensated for all service performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records, and reports necessary to document job status at the time of termination.

5. Fee

- A. SHN will be compensated for the time and expenses not to exceed basis price of Sixteen Thousand Four Hundred dollars (\$ 16,400).  
Fees DO NOT include Prevailing Wage Rates.  
No retainer is required.
- B. If Project requirements indicate that the Scope of Services covered by this Agreement should be revised, an additional Service Agreement or a written addendum to this Agreement will be entered into to cover the revised scope and fee. Should CLIENT authorize a revision in the Scope of Services without a revision to this Agreement, SHN will be compensated for services actually performed on a time and expenses basis.
- C. SHN will submit monthly progress invoices to CLIENT and the final bill upon completion of the services. All invoices are due and payable within fifteen (15) calendar days of the date of invoice. Thereafter, SHN will charge, and CLIENT agrees to pay, a finance charge of 1.5% per month on the outstanding balance. At SHN's discretion, this Agreement may be terminated without penalty or liability to SHN for CLIENT failure to make timely payment for outstanding invoices.
- D. CLIENT will be responsible for collection costs, including attorneys' fees, in the event legal action is necessary to collect any amounts due SHN.

In Witness Whereof, the parties have executed this Agreement the day and year first set forth.

**SHN Consulting Engineers & Geologists, Inc.**  
Address: 812 W. Wabash Ave.  
Eureka, CA 95501-2138

**Client: City of Rio Dell**  
Address: 675 Wildwood Avenue  
Rio Dell, CA 95562-1597

By: Greg Williston

By: Stephanie Bouchaine

Title: Regional Manager

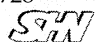
Title: Finance Director

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**Cost Estimate**

**For Labor Compliance Coordination Services  
Rio Dell Wastewater Treatment and Disposal Facilities Upgrade**

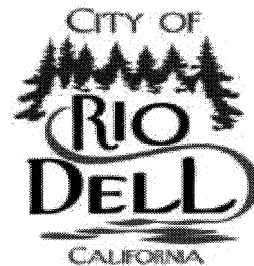
<u>Tasks:</u>	<u>Hours:</u>
Attendance at a Pre-Construction Workshop for the General Contractor and all subcontractors	6
Site visits to interview General Contractor/ subcontractor employees (30)	90
Project Management and Technical Coordination Services	30
Attendance at meeting(s)	10
Administrative preparation of site interview and other records	60
<b>Subtotal</b>	<b>196</b>

**Recap:**

Project Labor Standards Consultant: (Arnie Herskovic)	36 hrs. @ \$125/hr	\$4,500
Project Labor Standards Assistant (Erica Kinnach, Becky Davis, Diana Ward)	100 hrs. @ \$70/hr	7,000
Project Administrative Staff:	60 hrs. @ \$65/hr	3,900
Program Expenses: (Mileage, FAX, copies)		1,000
<b>TOTAL ESTIMATE</b>		<b>\$ 16,400</b>

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



**CITY OF RIO DELL  
STAFF REPORT  
CITY COUNCIL AGENDA  
August 2, 2011**

TO: Mayor and Members of the City Council

THROUGH: Ron Henrickson, City Manager

FROM: Stephanie Beauchaine, Finance Director

Handwritten initials "SB" in black ink, positioned to the right of the "FROM:" line.

DATE: July 28, 2011

SUBJECT: Billable Rates

**RECOMMENDATIONS**

Approve Resolution 1120-2011 Approving the Billable Rate for staff time for the fiscal year 2011-2012

**BACKGROUND AND DISCUSSION**

From time to time the City is involved in various activities and projects that require cost recovery for staff time spent on behalf of a customer. In these circumstances the City prepares an invoice detailing all direct and indirect costs incurred by the City. Often times the primary charge is for staff time, which requires the City to develop a rate that includes the cost of the employee's salary, benefits, supplies, and overhead which is what we call the "billable rate".

We have developed the billable rate for each employee for the fiscal year of 2011-2012 by utilizing the following formula: Hourly Rate + City Average Benefit Cost+ Indirect Expenses= Billable Rate.

The hourly rate is set by various employee contract agreements, and the average cost of benefits was figured by dividing the total cost of City benefits by total employee labor hours. Indirect expenses for each department have been determined by subtracting all departmental labor costs from the total departmental budget and dividing the remaining indirect expenses by the total department's labor hours.

The result of the formula is a billable rate that allows the City to recover all costs associated with staff time. This formula has been reviewed and approved by City Management.

Attachment: Billable Rates

**RESOLUTION NO. 1120-2011  
CITY OF RIO DELL  
APPROVING THE BILLABLE RATE FOR STAFF TIME  
FOR FISCAL YEAR 2011-2012**

**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	Rounded Billable Rate
City Clerk	26.56	49%	13.03	53.00
City Manager	49.84	49%	13.03	87.50
Finance Director	32.43	49%	12.59	61.00
Fiscal Assistant II	16.36	49%	12.59	37.00
Fiscal Assistant I	13.4	49%	12.59	33.00
Accountant II	22.51	49%	12.59	46.00
Police Officer	21.33	49%	10.67	42.50
Chief of Police	38.24	49%	10.67	68.00
Police Officer	20.69	49%	10.67	41.50
Police Sergeant	26.34	49%	10.67	50.00
Police Officer	19.41	49%	10.67	40.00
Utility Lead	18.64	49%	32.04	60.00
Wastewater Operator	24.63	49%	32.04	69.00
Administrative Technician	17.97	49%	32.04	59.00
Water Operator	27.71	49%	32.04	73.50
Utility Worker	13.81	49%	32.04	53.00
Utility Worker	12.16	49%	32.04	50.00
Utility Worker	12.16	49%	32.04	50.00
Community Development Director	33.19	49%	6.69	56.00



**PASSED AND ADOPTED** by the City of Rio Dell on this 2<sup>nd</sup> day of August, 2011.

Ayes:

Noes:           None

Abstain:       None

Absent:

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Julie Woodall, Mayor

ATTEST:

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Karen Dunham, City Clerk

Department Code	Title	Hourly Rate	Benefits	Indirect Expense Per Labor Hour	Total Billable Hourly Rate	Rounded Billable Rate
2	City Clerk	26.56	49%	13.03	52.60	53.00
2	City Manager	49.84	49%	13.03	87.29	87.50
3	Finance Director	32.43	49%	12.59	60.91	61.00
3	Fiscal Assistant II	16.36	49%	12.59	36.97	37.00
3	Fiscal Assistant I	13.4	49%	12.59	32.56	33.00
3	Accountant II	22.51	49%	12.59	46.13	46.00
7	Police Officer	21.33	49%	10.67	42.45	42.50
7	Chief of Police	38.24	49%	10.67	67.65	68.00
7	Police Officer	20.69	49%	10.67	41.50	41.50
7	Police Sergeant	26.34	49%	10.67	49.92	50.00
7	Police Officer	19.41	49%	10.67	39.59	40.00
9	Utility Lead	18.64	49%	32.04	59.81	60.00
9	Wastewater Operator	24.63	49%	32.04	68.74	69.00
9	Administrative Technician	17.97	49%	32.04	58.82	59.00
9	Water Operator	27.71	49%	32.04	73.33	73.50
9	Utility Worker	13.81	49%	32.04	52.62	53.00
9	Utility Worker	12.16	49%	32.04	50.16	50.00
9	Utility Worker	12.16	49%	32.04	50.16	50.00
10	Community Development Director	33.19	49%	6.69	56.14	56.00

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



## Memo

For Meeting of August 2, 2011

Date: July 28, 2011  
To: City Council  
From: Kevin Caldwell; Community Development Director  
Subject: Albin Subdivision and Lot Line Adjustment  
File No. 052-162-061; Case No's. FMS 11-01 & LLA 11-01

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Section 16.10.080(4) of the Rio Dell Municipal Code (RDMC) requires the Planning Department to make a written report to the City Council regarding the Planning Commission's action approving tentative maps and any associated conditions of approval.

At their meeting of July 27, 2011 the Planning Commission conditionally approved the Albin subdivision and lot line adjustment. Attached is a copy of the Tentative Map, the projects Agenda Item Transmittal (AIT), conditions of approval and Planning Commission Resolution.

In addition, Section 16.10.080(4) of the RDMC also allows the City Council the authority to schedule a public hearing to add, modify or delete conditions of approval or deny the map approval when the Council determines that the subdivision does not conform with the requirements of the RDMC or the Subdivision Map Act. Staff recommended and the Planning Commission found that the subdivision does comply with the requirements of both the RDMC and the Subdivision Map Act. Therefore, staff does not recommend scheduling an additional public hearing.

### Attachments

Copy:  
Applicant/Agent  
City Manager  
City Clerk  
File  
X-File

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



**AGENDA ITEM TRANSMITTAL**

**TO:** Planning Commission  
**FROM:** Kevin Caldwell, Community Development Director

<b>HEARING DATE:</b> July 27, 2011	<b>SUBJECT:</b> <input checked="" type="checkbox"/> <b>Public Hearing Item</b> <input type="checkbox"/> <b>Consent Agenda</b> Albin Major Subdivision & Lot Line Adjustment	<b>CONTACT:</b> Kevin Caldwell
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**PROJECT:** The Albin Subdivision (proposed project) includes a proposed major subdivision and lot line adjustment with adjoining parcel. The proposed subdivision would create 5 lots ranging in size from 6010 to 21,762 sq. ft., with future residences anticipated between 1,200 and 1,700 sq. ft. in size. Frontage improvements (curb, gutter and sidewalk) would be constructed along the parcel's North Street and Pine Street property line frontages. Water and sewer lines would be extended to each lot from North and Pine Streets, and drainage infrastructure would be constructed to the existing drainage ditch along North Street. The proposed lot line adjustment will adjust approximately 2500 square feet from APN 052-162-061 and add it to APN 053-162-049. The area to be adjusted is currently designated Urban Residential (UR). The City has conditioned the project to require a minor General Plan and Zone Boundary adjustment application prior to recordation of the Final Map.

**PROJECT LOCATION:** The project site is located in the City of Rio Dell on the south side of North Street and on the north and east sides of Pine Street.

**PRESENT GENERAL PLAN LAND USE (GPLU) AND ZONING DESIGNATIONS:** The site is currently designated/zoned as Urban Residential (UR), 6,000 square foot minimum parcel size. The proposed major subdivision would be consistent with the existing GPLU designation/zoning.

**SURROUNDING LAND USES AND SETTING:** The site is surrounded by seven single-family residences to the north, pasture and Pine Street to the south, pasture and a single-family residence to the east, and pasture to the west.

**ASSESSOR PARCEL NUMBERS:** 052-162-061 and APN 052-162-049

**APPLICANT**

Albin Enterprises  
P.O. Box 601  
Fortuna, CA. 95540

**OWNER(S)**

Albin Enterprises  
P.O. Box 601  
Fortuna, CA. 95540

**AGENT**

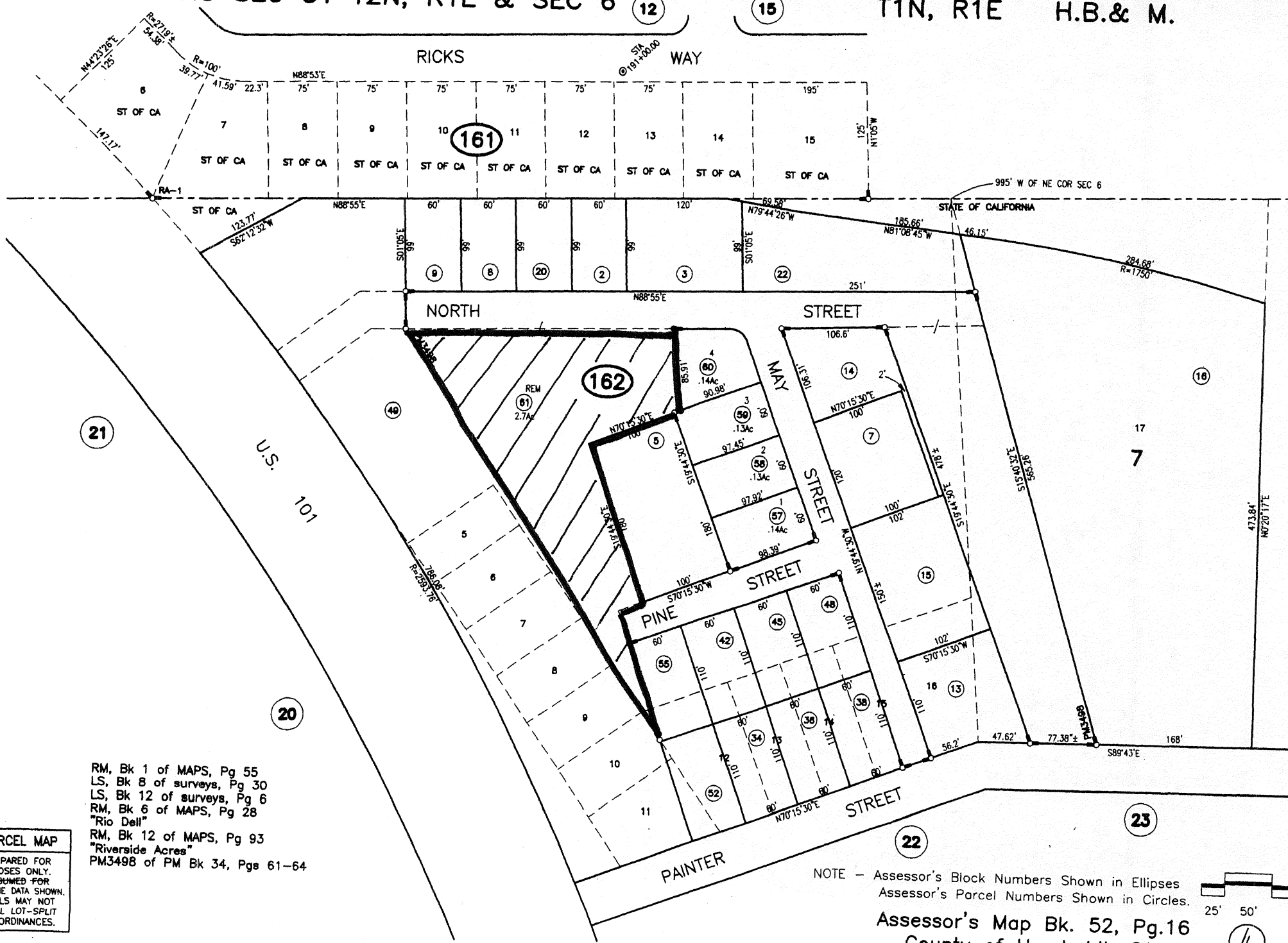
Dennis Wendt/Wallace Wright  
1660 Newburg Road  
Fortuna, CA. 95540

**ENVIRONMENTAL REVIEW:**

Not a Project       Exempt Section \_\_\_\_\_       Environmental Review Required

**MAJOR ISSUES:**

None

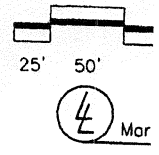


RM, Bk 1 of MAPS, Pg 55  
 LS, Bk 8 of surveys, Pg 30  
 LS, Bk 12 of surveys, Pg 6  
 RM, Bk 6 of MAPS, Pg 28  
 "Rio Dell"  
 RM, Bk 12 of MAPS, Pg 93  
 "Riverside Acres"  
 PM3498 of PM Bk 34, Pgs 61-64

**ARCEL MAP**  
 PREPARED FOR  
 PURPOSES ONLY.  
 ASSUMED FOR  
 THE DATA SHOWN.  
 CELLS MAY NOT  
 CAL LOT-SPLIT  
 E ORDINANCES.

NOTE - Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles.

Assessor's Map Bk. 52, Pg.16  
 County of Humboldt, CA.



**Conditions of Approval**  
**REVISED**

Approval of the subdivision and lot line adjustment are conditioned upon the following terms and requirements which must be fulfilled before the Final Map may be recorded.

**1. Fish and Game Fee:** Pursuant to Section 711.4 of the Fish and Game Code **within five (5) working days of the approval**, the applicant shall submit a check payable to the Humboldt County Recorder in the amount of \$2094.00. The purpose of the filing fee is to defray the costs of managing and protecting California's vast fish and wildlife resources, including, but not limited to, consulting with other public agencies, reviewing environmental documents, recommending mitigation measures, and developing monitoring programs. The filing fee includes a \$50.00 County Clerk/Recorder processing fee.

**2. Map Expiration:** The approval of the Tentative Map shall expire 24 months after all appeal periods have lapsed. Approval may be extended in accordance with the Rio Dell Municipal Code and the Subdivision Map Act.

**3. Taxes:** All taxes to which the property is subject shall be paid in full if payable, or secured if not yet payable to the satisfaction of the County's Tax Collector's Office, and all special assessments on the property must be paid or reapportioned to the satisfaction of the affected assessment district. Please contact the Tax Collector's Office approximately three to four weeks prior to filing the Final Map to satisfy this condition.

**4. Map Type:** The applicant must cause to be filed a Final Map in accordance with the Final Map requirements of Section 16.10.120 et. seq. of the Rio Dell Municipal Code (RDMC). The approved lot line adjustment shall be reflected on the Final Map. A subdivision map checking deposit of \$1,000.00 shall be paid at the time the subdivision map is submitted for checking. County Recorder fees shall be paid prior to submittal of the map to the County recorder for filing.

**5. PG&E:** Prior to recordation of the Final Map, the applicant shall submit a letter from Pacific Gas and Electric Company stating the required electrical and gas improvements (undergrounding and street lights) have been installed to their satisfaction.

**6. Rio Dell Fire Protection District:** Prior to recordation of the Final Map, the applicant shall submit a letter from the Rio Dell Fire Protection District stating that their requirements regarding the number and location of fire hydrants and temporary turnaround areas meet their requirements.

**7. Improvement Plans:** Pursuant to Section 16.25.060 of the Rio Dell Municipal Code (RDMC) the applicant shall submit improvement/construction plans for any required road, emergency turnaround areas, drainage, utility, landscaping and pedestrian improvements. Improvement plans must be prepared by a Civil Engineer registered by the State of California. Improvement plans shall be on 24" x 36" sheets, unless otherwise approved by the City Engineer.

The Improvement Plans shall be reviewed, signed as approved by the Rio Dell Fire Protection District, the Rio Dell Public Works Department and utility providers (e.g. PG&E, AT&T, Suddenlink Communications). A plan checking deposit of \$1,000.00 shall be paid at the time the Improvement/Grading/Erosion Control Plans are submitted for checking.

**8. Grading/Erosion Control Plan:** The applicant shall submit an engineered grading and erosion control plan prior to any construction activity for review and approval. The purpose of the grading plan is to ensure that building pads will drain away from the residences towards the roads or other approved drainage course without creating lot drainage from one lot to flow across adjacent lots. The purpose of the erosion control plan is to address erosion from stormwater runoff and wind. A plan checking deposit of \$1,000.00 shall be paid at the time the Improvement/Grading/Erosion Control Plans are submitted for checking.

**9. Stormwater Pollution Prevention Plan:** If the disturbed area is greater than one acre, the applicant is required to obtain coverage under the Regional Water Quality Control Board General Permit for Discharges of Storm Water Associated with Construction Activity General Permit Order 2009-009-DWQ which includes the submission of a Storm Water Pollution Prevention Plan. Copies of the approved Permit and Storm Water Pollution Prevention Plan shall be submitted.

**10. Street Improvements:** The road improvements shall be constructed to a structural section as follows and approved by the City Engineer and the Department of Public Works:

**North Street:** Shall be improved with curb, gutter and sidewalks along the frontage of the project, an 8 foot paved parking lane along the frontage of the project, two 12 foot paved travel lanes and a 3 foot gravel shoulder. Curb, gutter and sidewalk improvements at a minimum radius of 20 feet shall be extended southerly along the projects west boundary to the satisfaction of the City Engineer and the Department of Public Works.

**Pine Street:** Existing curb, gutter, sidewalk and street improvements shall extended to the western project boundary. Curb, gutter and sidewalk improvements at a minimum radius of 20 feet shall be extended northerly along the projects west boundary to the satisfaction of the City Engineer and the Department of Public Works.

The structural section shall include a minimum of 0.2 foot of Caltrans Type B hot mix (asphalt) over 0.67 foot of Caltrans Class 2 aggregate base. If required by the City Engineer, the structural section of the road(s) shall be determined by Caltrans R-Value method using a Traffic Index (T.I.) approved by the City Engineer. Based on soils conditions, the City Engineer may require a geotextile fabric to be placed on top of the sub-grade.

When widening or extending existing roads, the new road shall be paved with hot mix. A saw cut is typically required to ensure a uniform joint between the existing and new pavements. The location of the saw cut shall be shown on the Improvement Plans and be approved by the City Engineer and the Department of Public Works based upon the condition of the existing road surface.

**Emergency Turnarounds:** The proposed emergency turnaround areas shall be designed to accommodate emergency vehicles. The area shall be improved with a minimum of 0.5 foot of Caltrans Class 2 aggregate base. The design shape shall be approved by the Rio Dell Fire Protection District, the City Engineer and the Department of Public Works.

**11. ADA Facilities:** All new pedestrian facilities associated with the subdivision shall be ADA compliant. This includes but is not limited to, providing curb ramps at intersections and sidewalks behind driveway aprons or ADA complaint driveway aprons. Improvements shall be shown on the required Improvement Plans.

**12. Utilities:** All required utility work shall be completed prior to constructing the structural sections of any required road improvements. All laterals shall be extended onto each lot and marked in a manner that they will be easily located at the time of individual hook-ups. A letter of completion of all work from each involved utility company shall be submitted prior to constructing the roadway section. Any utilities that need to be relocated shall be done solely at the applicant's expense.

The applicant shall design and construct a loop water system that provides connectivity to existing water mains outside of the project limits to the satisfaction of the City Engineer and the Department of Public Works.

**13. Drainage Improvements:** The applicant shall submit a Drainage/Hydraulics Report evaluating stormwater runoff from the proposed project, the potential development on the adjacent parcel (APN 052-162-049) and drainage impacts and recommendations affecting the existing parcel on the north side of North Street, on and off-site capacities and required detention/retention facilities and energy dissipaters to the satisfaction of the City Engineer and the Department of Public Works.

A drainage swale and associated 15 foot easement shall be provided from the southeast corner of APN 052-162-049 along the project's westerly parcel line to the proposed drainage inlet at the western end of North Street to the satisfaction of the City Engineer and the Department of Public Works.

A drainage swale and associated 15 foot easement shall be provided along the easterly property line of Lot 9 and along the back (southerly) property lines of Lots 5 and 6 and the easterly property line of Lot 5.

**REVISED:** The existing open drainage ditch on the east side of May Street shall be replaced with an 18" or 24" culvert and extended beyond the rear property line of the southerly adjacent parcel (APN 052-162-014), approximately 110 feet; or should the required Drainage/Hydraulics Report indicate that the existing channel can accommodate the increased flows without scouring or eroding the channel, the drainage channel shall be cleared of vegetation to facilitate maintenance to the satisfaction of the City Engineer and Department of Public Works. The City Engineer and the Department of Public Works shall determine which alternative shall be implemented. **This condition was revised by the Planning Commission.**



The applicant shall be responsible to correct any involved drainage problems associated with the proposed subdivision to the satisfaction of the City Engineer and the Department of Public Works.

**14. Unknown Improvements:** Other on-site and/or off-site improvements may be required which cannot be determined from the Tentative Map at this time. These improvements, if any, will be determined after a complete review of the required Improvement/Grading/Erosion Control Plans.

**15. Easements:** All easements that encumber or are appurtenant to the subdivision shall be shown graphically on the Final Map. Those easements that do not have a metes and bounds description shall be noted on the Final Map and shown as to their approximate location.

**16. Dedications:** The following shall be dedicated on the subdivision map, or other document as determined by the City Engineer:

**May Avenue, Pine Street and North Street:** Applicant shall cause to be dedicated on the Final Map a 40 foot non-exclusive easement for ingress, egress and public utilities to the satisfaction of the City Engineer and Department of Public Works.

**Painter Street Drainage:** Applicant shall cause to be dedicated on the Final Map the Painter Street Drainage a non-exclusive easement for drainage, ingress, egress and public utilities to the satisfaction of the City Engineer and Department of Public Works.

**17. Future Residences:**

- Future residences shall be limited to single story construction.
- A minimum of one (1) streetscape tree shall be planted in the front yard of each lot and no closer than five (5) feet to any sidewalk, driveway or structure.
- If wood heating is proposed, only US EPA approved wood heating appliances shall be allowed.
- Future residences shall be constructed at 20% beyond Title 24 requirements or install solar panels which will provide 20% of total projected daily energy requirements.

**18. Neighborhood Box Units:** The applicant shall be responsible to install a 16 unit neighborhood postal box unit on the east side of May Avenue at the Painter Street intersection. The applicant shall submit verification that the neighborhood box unit meets the requirements of the local Post Master.

**19. Fees:** The applicant shall pay all associated processing fees within 30 days of billing.

**RESOLUTION NO. PC 039 - 2011**

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIO DELL  
RECOMMENDING APPROVAL OF THE ALBIN SUBDIVISION AND LOT LINE  
ADJUSTMENT:**

**WHEREAS** Albin Enterprises has submitted an application for a 5 lot subdivision and lot line adjustment; and

**WHEREAS** the applicant has submitted evidence in support of making the required findings and

**WHEREAS** the City has reviewed the submitted application and evidence and has referred the project to various agencies for review, comments and recommendations; and

**WHEREAS** the City has determined that the project is subject to the California Environmental Quality Act (CEQA); and

**WHEREAS** the City has prepared an Initial Study to assess environmental factors that could potentially be affected by the project; and

**WHEREAS** it has been found that there will not be a significant effect in this case because features of the project reduce impacts and mitigation measures have been included to further reduce impacts to a less than significant level; and

**WHEREAS** these measures are documented in the Initial Study and Draft Mitigated Negative Declaration which has been prepared and is attached to this staff report; and

**WHEREAS** the Notice of Intent to adopt a Mitigated Negative Declaration (finding of no significant adverse environmental effect) on the project was mailed and posted on July 5, 2011. The public review period (not less than 20 days) ends on July 27, 2011; and

**WHEREAS** a Mitigation Monitoring/Reporting Program (MMRP) has been prepared for the project in conformance with Section 21081.6 of the California Environmental Quality Act (CEQA) and Section 15097 of the CEQA Guidelines; and

**WHEREAS** the City finds that based on evidence on file and presented in the staff report that the proposed subdivision and lot line adjustment complies with all of the following required findings:

1. That the proposed subdivision and lot line adjustment together with the provisions for its design and improvements is consistent with the City's General Plan; and
2. That the proposed subdivision and lot line adjustment complies with the requirements and standards of the City's zoning regulations; and

3. That the proposed subdivision and lot line adjustment complies with the requirements and standards of the City's subdivision regulations; and
4. That the proposed subdivision is physically suitable for the type of development; and
5. The proposed subdivision and lot line adjustment is not likely to cause substantial environmental damage or substantially and avoidably fish or wildlife or their habitat; and

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Rio Dell adopts the Mitigated Negative Declaration and approved the project subject to the recommended conditions of approval.

**PASSED AND ADOPTED by the Planning Commission of the City of Rio Dell at their meeting of July 27, 2011 by the following vote:**

The motion was made by COMMISSIONER Chapman and seconded by COMMISSIONER Millington.

AYES:	Commissioners: <b>Gonzales, Sweaney, Chapman, Millington</b>
NOES:	Commissioners:
ABSENT:	Commissioners: <b>Johnson</b>
ABSTAIN:	Commissioners:

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Dave Gonzales, Chair

ATTEST:

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Karen Dunham, City Clerk